

CITY OF
GALESBURG
ILLINOIS

December 18, 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
December 18, 2023

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

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from December 4, 2023
		<u>Public Comment</u>
		<u>Consent Agenda #2023-24</u>

23-2066	Resolution	Abating property tax on general obligation bonds
23-3044	Bid	Purchase of 2024 Fill Materials
23-4124	Approve	City of Galesburg Financial Policy
23-4125	Approve	City of Galesburg Investment Policy
23-5013	Receive	2024 Meeting Calendar
23-8023	Bills and Advance Checks	Approval and warrants drawn in payment of same

Passage of Ordinances and Resolutions

23-1035	Ordinance	Multi Use Paid Leave Act Exemption (Final Reading)
23-1036	Ordinance	Amending Chapter 94 regarding demolitions (Final Reading)
23-1037	Ordinance	Restrict parking along a curve at the intersection of Monroe Street and Hackberry Road (Final Reading)

Bids, Petitions and Communications

23-3045	Bid	Bunker Links Golf Course bridge replacement
23-3046	Bid	Purchase and installation of playground equipment at Dale Kelley Park
23-3047	Bid	Purchase of two 11 ft rotary mowers for the Park Division

23-3048	Bid	Purchase of one 11 ft rotary mower for the Golf Division
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City Manager's Report

A. December TAC Report

Miscellaneous Business (Agreements, Approvals, Etc.)

23-4126	Approve	Revolving Loan Fund Agreement with Smokin' Willies BBQ, LLC
23-4127	Approve	Façade Agreement with Smokin' Willies BBQ, LLC
23-4128	Approve	TIF Agreement with Smokin' Willies BBQ, LLC
23-4129	Approve	Preauthorization of Police Vehicles Purchase

Town Business

23-9026	Ordinance	Township Budget & Appropriation Ordinance (Final Reading)
23-9027	Ordinance	Township Tax Levy Ordinance (Final Reading)
23-9028		Bills

Closing Comments

Adjournment



CITY MANAGER'S OFFICE

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CITY COUNCIL MEETING

City Manager's Report

December 18, 2023

CONSENT AGENDA #2023-24

Item 23-2066 Abating Property Tax on General Obligation Bonds

Staff recommend approval of a resolution abating property tax on general obligation bonds. Bond payments are part of the property taxes unless the City Council approves resolutions abating these taxes.

Item 23-3044 Purchase of 2024 Fill Materials

Staff recommend approval of the bid to supply fill and patch materials for 2024 to Roanoke Concrete Products except for:

- HMA Surface Course "D" N50 and High-Performance Patching Mixture – Tickle Asphalt Co
- Trench Backfill FA-6 (Picked Up) – Galesburg Builders Supply
- Coarse Aggregate CA-6 (Crushed White Stone), Coarse Aggregate CA-6 (gravel or crushed) (Delivered), Mason Sand (Delivered), Fill Sand (Delivered), Trench Backfill Sand (Delivered) and 3/8 Pea Gravel CA-16 (Delivered) – Gunther Construction
- 3/8 Pea Gravel CA-16 (Picked Up) – Galena Road Gravel

The intent is to use the vendor that provides the lowest on the road cost for the city, as listed above. However, if the lowest on the road cost vendor does not have material available, the city will utilize the next lowest price vendor.

Item 23-4124 City of Galesburg Financial Policy

Staff recommend approval of the updated Financial Policy. Each year the City's Financial Policy is reviewed and updated where necessary to take account of changes in Generally Accepted Accounting Principles (GAAP), Government Audit Standards Board (GASB) and the budget process. Changes are recommended for the use of facsimile signatures on vendor and payroll checks, petty cash policies, and use of long-term debt.

Item 23-4125 City of Galesburg Investment Policy

Staff recommend approval of the updated Investment Policy, which is reviewed and approved annually. A sound investment policy helps to ensure the return on investments is maximized while considering safety and liquidity. After a review of the current Investment Policy, the only change is the inclusion of the new City Manager, Eric Hanson, as an authorized signer.

Item 23-5013 2024 Meeting Calendar

The 2024 Calendar of Meetings is provided to be received and placed on file with the City Clerk's office.

Item 23-8023 Bills

Bills and advanced checks are submitted for approval. All purchases are made in accordance with purchasing policies, with purchases over \$25,000.00 utilizing the competitive bid process and approved individually by City Council. Please direct questions pertaining to bills and/or advance checks prior to the council meeting to Gloria Osborn, Director of Finance and Information Systems.

ORDINANCES AND RESOLUTIONS**Item 23-1035 Multi Use Paid Leave Act Exemption (Final Reading)**

Staff recommend approval of an ordinance to opt-out of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 et seq.). The Act requires employers to provide up to forty (40) hours of paid leave for employees and provides some stipulations for use. The City of Galesburg understands and values time off for its employees, and already provides ample paid leave benefits to its full-time employees in the form of vacation, personal, and sick time. Staff have determined that applying the Act, particularly in the areas of Public Safety and temporary workers, will place a significant operational burden on the City of Galesburg's ability to provide uninterrupted services to its residents. Opting out of the Act will not affect paid leave benefits already in place for City of Galesburg employees.

Item 23-1036 Amending Chapter 94 Regarding Demolitions (Final Reading)

Staff recommend approval of amending Chapter 94 regarding demolitions. The proposed amendment would provide for two new options for demolition of properties that are an immediate danger. The city currently seeks orders for demolition through the Knox County Circuit Court for privately owned properties that are in an unsafe and deteriorated condition. The proposed ordinance creates two new options for the expedited demolition of properties, the first of which would provide for the immediate demolition of privately owned structures deemed an imminent danger due to damage by a catastrophic event to the extent of 75% of its value. The second option would provide for an expedited process for properties that are an immediate and continuing hazard, which would require the city to post a sign on the front of the property, send notice of remediation via certified mail to parties with an interest in the property, publish a notice for three consecutive days, and record the notice of remediation with the County. After 30 days from the last date of publication, if there is no response from an individual with a legal or equitable interest, the city can demolish the property within 120 days. If there is a response, the City must seek permission to demolish the property through the Knox County Circuit Court. Staff will follow the most conservative path when seeking demolition, but the proposed ordinance will provide another tool in limited situations.

Item 23-1037 Restrict Parking at Monroe Street and Hackberry Road (Final Reading)

Staff recommend approval of an ordinance to restrict parking along a curve at the intersection of Monroe Street and Hackberry Road. A request to review parking in this area was brought to the Traffic Advisory Committee. The committee reviewed the parking surveys, available parking in the area, and the crash reports, and recommended that parking should be restricted to only one side of the street to help address concerns with accidents and traffic congestion. The attached ordinance restricts parking on the west side of Monroe Street from Hackberry Road to 250 feet south of Hackberry Road, as well as restricts parking on the north side of Hackberry Road from Monroe Street to 100 feet east of Monroe Street.

BIDS, PETITIONS AND COMMUNICATIONS**Item 23-3045 Bunker Links Golf Course Bridge Replacement**

Staff recommend approval of a bid in the amount of \$80,000 from Sinacola, LLC for the replacement of a bridge at Bunker Links Golf Course. An existing wooden bridge on hole 15 at Bunker Links Golf Course is in poor condition and in need of replacement. The existing foundations under the bridge have moved over time causing the bridge to sink and the existing wood structure is deteriorating. This contract includes removal of the existing bridge and foundations and replacement with a new prefabricated fiberglass bridge on helical pile foundations that is designed for use on golf courses. The prefabricated bridge requires no maintenance and is designed to have a service life of more than 50 years. Three bids were received for this project, which were not within the amount originally budgeted for the work. However, City staff researched different options and estimated costs for the replacement of the bridge and identified this bridge and foundation option as the most economical. There are sufficient funds available in the Golf Course Fund.

Item 23-3046 Purchase and Installation of Playground Equipment at Dale Kelley Park

Staff recommend approval of the bid submitted by Team Reil, Inc. in the amount of \$36,443.00 for playground equipment at Dale Kelley Tot Lot. Two vendors provided bids for this request, with Team Reil, Inc. providing the low and best bid, which includes an arch swing set with an inclusive swing, generation swing, belt swing and a tot swing; typhoon slide with steps; a saddle seat angled post; and an intersection climber. The purchase and installation of fiber wood safety surface and a playground border, as well as the installation of playground equipment are also items included in the proposal. The purchase will be paid for with a \$6,000.00 donation from the Rotary Club, and \$30,443.00 budgeted in the Planning Fund.

Item 23-3047 Purchase of Two 11 ft Rotary Mowers for the Park Division

Staff recommend approval of the bid including trades from MTI Distributing Inc. in the amount \$185,140.68 for the purchase of an 11-foot rotary mower and an 11 ft rotary mower with a cab to be utilized by the Parks Division. The city currently utilizes a 2018 and 2019 John Deere 1600 Wide Area Mowers, which have required numerous repairs. Two bids were received for this purchase from Martin Tractor and MTI Distributing, Inc., which were outside of the estimated budget for the purchase. Martin Tractor provided the low bid of \$117,489.96, including trades for the same make and model the city is currently using. MTI Distributing Inc. provided a bid of \$185,140.68 for Toro brand mowers, which have been successfully used in the past. Due to the costly repairs and associated downtime currently experienced with the John Deere mowers, staff recommend approval of the bid submitted by MTI Distributing Inc. for two Toro 11-foot rotary mowers. There are sufficient funds in the Vehicle Replacement Fund (58).

Item 23-3048 Purchase of One 11 ft Rotary Mower for the Golf Division

Staff recommend the City Council reject all bids for the purchase of an 11 ft rotary mower including a leaf mulching kit for the Golf Division. Two bids were received for this purchase from Martin Tractor and MTI Distributing, Inc., which were outside of the estimated budget for the purchase. Martin Tractor provided the low bid offering the same make and model of mower the city currently utilizes in its operations, a John Deere 1600 Wide Area Mower, which has been problematic and required repairs. As both bids submitted were outside the estimated budget for this purchase, and the Golf Division mower has incurred the least amount of repair costs, city

staff recommend rejection of all bids. City staff will re-evaluate the need for a new wide area mower for the Golf Division if the cost of repairs significantly increases or when the unit has reached its useful life.

CITY MANAGER'S REPORT

A. December TAC Report

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 23-4126 Revolving Loan Fund Agreement with Smokin Willies BBQ, LLC

The KCAP Loan Review Committee met on December 6, 2023, and recommend approval of a \$62,400 revolving loan for a period of five years, amortized over ten years with the first six months of payments being interest only, at 8.25%. Staff concur with this recommendation. Smokin Willies BBQ, LLC started as an event/catering business, which led to a food truck, and operating their business by renting kitchen space in two existing businesses. They are now proposing to purchase and renovate 161 N. Cherry Street so they can operate their business from a permanent location as a full restaurant. The loan will assist with the purchase of equipment and working capital. They anticipate hiring eight part-time employees within the first two years. 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, a junior mortgage on the applicants' personal residential property, and an assignment of life insurance. This item is related to a TIF and Façade incentive that are also on the agenda for consideration.

Item 23-4127 Façade Agreement with Smokin Willies BBQ, LLC

The Facade Advisory Committee (FAC) recommends approval of facade assistance in an amount not to exceed \$18,991.39, or 50% of the actual final project costs, whichever is less, for Smokin Willies BBQ, LLC, 161 N. Cherry Street. The proposed façade renovation includes the installation of a sign face using the existing frame, exterior lighting for both security and aesthetics and the installation of five new windows in front and three on the side to replace old block and boarded up windows. If approved, the owner anticipates beginning work in February 2024 with an estimated completion by October 2, 2024. The estimated total façade project cost is \$37,982.78 and they are eligible to request up to \$18,991.39 through the facade grant program. There are sufficient funds in TIF 4.

Item 23-4128 TIF Agreement with Smokin Willies BBQ, LLC

Staff recommend approval of a Tax Increment Financing (TIF) Redeveloper Agreement with Smokin Willies BBQ, LLC for the property located at 161 N. Cherry Street. In addition to the purchase of the property, project expenses include the installation of new interior lighting, replacement of ceiling fans, replacement of exhaust fans in the restrooms, new appliances, new shelving, new ceiling tiles, replacement of interior doors, and repairs to the roofing materials. The estimated total project cost is \$174,239.16. The proposed incentive would be approximately 15% of the eligible expenses (\$26,135.87), which would be paid out as reimbursement. Sufficient funds are available in the Tax Increment Financing District #4 Fund.

Item 23-4129 Preauthorization of Police Vehicles Purchase

Staff recommend waiving the normal purchasing policy and approving the purchase of sixteen 2025 police pursuit vehicles not to exceed \$52,000 per unit. Sixteen vehicles in the Police

Department fleet are due for replacement in 2025. Due to significant supply chain problems, city staff are requesting to waive the normal purchasing policies and obtain prior purchasing authority from the City Council to spend up to \$52,000.00 per vehicle to lock in the purchase as soon as the order bank opens. With the high demand of police pursuit vehicles, the dealers expect the orders to be filled within a week. Attempts to use the normal bidding process may result in the 2025 vehicle allotments being filled before the standard timeline of an awarded bid. The Ford order bank is anticipated to open in February 2024 for the 2025 vehicle model. Competitive bids would immediately be obtained by contacting several Ford dealers to provide pricing based on the bid specifications. There are sufficient funds in the Vehicle Replacement Fund (58) for the purchase of sixteen police pursuit vehicles.

TOWN BUSINESS

Item 23-9026 Township Budget & Appropriation Ordinance (Final Reading)

Item 23-9027 Township Tax Levy Ordinance (Final Reading)

Item 23-9028 Town Bills

Respectfully submitted,
Eric Hanson
City Manager

5:00 p.m. Public Hearing: DCEO Housing Rehabilitation Grant Application

5:30 p.m. Public Hearing: HUD DCEO Lead Remediation Grants Conclusion

5:50 p.m. Public Hearing: FY 2024 Township Budget

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
December 4, 2023
6:00 p.m.

Called to order by Mayor Peter Schwartzman at 6:00 p.m.

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Evan Miller, Dwight White, Heather Acerra, Sarah Davis, and Steve Cheesman, 8. Also Present: Interim City Manager John Schlaf, City Attorney Jason Jording, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

A moment of silence was observed in lieu of an invocation.

Council Member Dennis moved, seconded by Council Member Miller, to approve the minutes of the City Council's regular meeting from November 20, 2023, meeting.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

PUBLIC COMMENT

Mayor Schwartzman reminded citizens that they are limited to three minutes and to be respectful in their comments.

Rob Benedict addressed the Council and stated that he hopes the Council considers his interest in redeveloping the Mulberry Street parcels and explained that he would be looking at possible lodging as a use for the building. As owner of The Vault, he knows that people are interested in destination lodging, especially downtown. As the developer, he will expend time and resources completing due diligence and planning associated with the project. He is requesting that the City grant him a six-month option to purchase the property. He also plans to provide 50% of the cost for an appraisal.

Erin Glasnovich, Executive Director for The Orpheum Theatre, addressed the Council and stated the many reasons why the Theatre has a positive impact on the community in terms of its quality of life, entertainment options, civic engagement, tourism, programming, and is truly a local gem. The Orpheum is 107 years old, and they appreciate the many years of partnership with the City through difficult times with funding and grant support. She hopes to continue the renewed communication with quarterly reporting to the City as well, and hopes that the Council recognizes the Theatre's value to the community and continues to provide support.

Karen Cates addressed the Council and stated that she is on the Orpheum's board of directors. She stated that small theaters were hit hard during COVID and had to change their offerings and that the Orpheum has since begun a revitalization with new board members, new programming and offerings, and are looking forward to an exciting future. She appreciates the City's support and is eager to enhance their role in the community.

Cianja Bone thanked the City for their investment in the theatre and its future, which shows that the City Council cares and values it. It is a true jewel of the City and they are working hard to keep it alive with programming opportunities such as free movies, events, etc. She works at the Theatre and enjoys hearing the stories and memories from people over the last 70 years.

Mike Spinks, Skate Palace, addressed the Council and gave pictures of the rink floor to City Clerk Bennewitz to distribute to the Council showing a crack. He also read a review from Google from a patron that complained the floor needed to be repaired badly and that glue from tape was getting on the wheels of the skates and causing problems. He stated that he doesn't know what to do since he has talked to Council Members and made a request for help three times. In light of the Community Center Task Force report, he is hoping to brainstorm with Adam Sampson and is looking forward to working with the Discovery Depot too. He feels strongly that his location already serves as a community center and that the kids of our community deserve the support just as they do.

Chase addressed the Council stating that he has good memories at Skate Palace and it is hard for him to see Mike Spinks struggling. Phyllis Graham, Mike Spinks' mother, also stated that she is proud of her son who spends endless hours at the skating rink and mentors the kids. She grew up in Galesburg and recently moved back. She hears from her granddaughters that there is nothing to do in Galesburg, but now Skate Palace is back. She asked the City Council and citizens for their support and to realize that it is expensive to run this business and that they need a new floor.

Council Member Dennis stated that he visited Skate Palace and is attempting to get a price for Mr. Spinks to put an epoxy layer on the floor.

Lucy addressed the Council and added that she has had many fun times at the skating rink playing games and attending lock-ins. She doesn't want it to close and hopes everyone comes out to have a fun time.

Jerry Ryberg addressed the Council and stated that without the Mayor and a couple of Council Members, Galesburg would have no hope of democracy or good government. He mentioned an email that the Mayor sent out over the weekend and noted more than \$2.5 million that was taken for roads. He also reported that the Discovery Depot is only open 29 ½ hours a week and is pricey at \$11 per visit or \$160 for a membership. Over three years, the museum was given \$200,000, and now they are taking away money from The Orpheum Theatre.

Matthew Smith addressed the Council regarding a recent article by Judith Crown for *Crain's Magazine* regarding Chicago's post-pandemic problems, including low attendance, which are national problems as well. Downstate theaters are mostly non-profits and have seen skyrocketing costs with productions and utilities. There has also been a pivot in the philanthropy sector for social justice causes and away from the arts. He stated that as a community, the Orpheum is thriving despite adversity and noted the over 1,000 patrons who attended the Choral Dynamics shows over the weekend. He has been a volunteer at the theatre since 2010, and hopes that Council Members take the time to visit and understand the programming and the immediate impact of their decisions. He reported on several people he has met who were fortunate enough to visit the Orpheum over the last year. If funding is cut by \$30,000 it could mean missing out on a great act, threat to no or low cost programming, or all or most of the salary of one of four employees.

Bill Sime addressed the Council to make comments on the proposal from the Community Center Task Force. The first recommendation and the amount proposed for the library building is listed at \$1.5 million but the Farnsworth Group's report stated an amount of \$4.9 million. He wondered if the needed work to bring it up to code was included as it is unclear in the proposal. If the amount owed the City for the HVAC is forgiven, it is unclear to him how that would impact the cost of any upgrades. There is also a \$250,000 annual expense noted that he assumes is for operations, but it is unclear and asked that more details be provided. He stated that there is also no provision for staffing included in the proposal.

The second recommendation, the teen center would run a program at no cost to participants and asked if this would also include the senior lounge as well. Mr. Sime also noted that after talking to Task Force members, he was under the impression that participants had to be YMCA members or provide income information for a scholarship. He recommended that this be clarified as well and doesn't believe the City should be investing in programs that would require a membership or supply this information.

Pam Davidson addressed the Council and stated that her mother just turned 100 years old and if she attended events at the 107-year-old Orpheum Theatre as a kid she would not have been allowed to sit in the front row, only the balcony. She also reported to the Council that she attended the last Community Center Task Force meeting and thanked all those who volunteered their time to serve. However, she was truly appalled by the actions that night and was dismayed to not see the report from Pastor Antonio Franklin on the agenda tonight. It had all the options in it but was taken off the agenda at the Task Force meeting and something else was put in its place. As a taxpayer, she doesn't want her money to go to a private industry such as the YMCA and feels that the report on the agenda tonight is not very clear on how the money

would be spent. If tax dollars are used, the jobs should be City union employees and that everyone should be allowed to attend at no cost. She reminded everyone that the City already owns a pool and gym.

Robert Thompson addressed the Council and stated that he is a professor of theater and that everyone has listened to the arguments tonight in order to make decisions. In a community, the body of a community is important, as well as the mind. People need empathy, compassion, awareness, all traits that are learned from the heart. He noted how the Council Members are smart and that he was fired from Carl Sandburg College, where he couldn't give away theater scholarships, and stated that people should earn their way to college.

Linda Miller addressed the Council and stated that there are many in the community who want a community center but were not asked to be on the Task Force or for their ideas but has her own thoughts on why several of them were excluded. She would like to see a community center in Galesburg, but it should in no way involve the YMCA or any other private, for profit or nonprofit organization. She encouraged the City Council to purchase Cedar Creek Hall, which is for sale and listed at \$580,000 and can accommodate up to 350 people. Ms. Miller distributed copies of information for the building, which included information on the purchase within the soft cap of \$2.5 million and leaves the rest of the funding, approximately \$1.92 million, for staging a community center, building a metal building to serve as a future gym or multipurpose use, and to purchase two vans to be used exclusively for a community center. A community center would fall under the Parks & Recreation Department and they would hire a director, similar to the other City divisions. Moving forward with a community center fulfills one of the City's missions. Giving the YMCA \$800,000 and ongoing funding is not in the true spirit of a community center.

Amanda Larson addressed the Council and thanked them again for her recent grant and added that her business is going very well. She feels that Michael Spinks needs support and also noted that our kids are the most important thing to invest in as the future of our community. The more we invest in them now, the better off our City will be. She understands the soft cap that was put on the Task Force but knows there is much more money to be had for this project. She also suggests the City look into Cedar Creek and sees no reason to bring the YMCA into any part of this project.

Pam Gaither, Galesburg Area Chamber of Commerce Executive Director, reported to the Council that their member survey question for November asked if Galesburg needed a ride-share service. Out of their 377 members, 67 responded: 75.38% - yes; 20% - no; and 4.62% - other. Responses have been emailed to the Council. She noted that we have a great transit system now, but it doesn't operate after hours. She also congratulated Kraig Boynton, Transit Manager, on being awarded the Thomas B. Herring Community Service Award at the annual Thanksgiving Luncheon. Ms. Gaither reminded the community to shop local this holiday season.

Jamie Palmer addressed the Council in support of Mike Spinks and noted that she grew up here and learned to skate at Skate Palace. She stated that the floor is in need of repair and hopes that the City includes them in a plan for assistance.

Pastor Vince Marolla addressed the Council and stated that he has heard that the Discovery Depot will get \$100,000 and asked where that was in the City's budget. He wondered if it was for capital improvements or operations and that it isn't spelled out anywhere. He noted that based on that amount vs. the hours they are open, the City would subsidize them \$62.03 for every hour they are open. He added that he has nothing against the museum but asked if there was a plan.

Tom Simkins, Special Projects Coordinator for the City of Galesburg, addressed the Council and noted what a great parade the City had last night. He thanked those involved with its planning and also noted that he had visitors from out of town who were very impressed with the parade as well. He also noted that the Council will be voting on Board Up Services tonight and he wanted to let them know that Werner Restoration Services does a great job and takes care of the victims as well as the firefighters. He indicated that the code states that those boards need to be painted, and he would be willing to enlist some volunteers to do this.

Council Member Hix left the meeting at 6:51 p.m.

Reverend Andrew Jowers read from the City's strategic plan on the website to include focusing on community, diverse residents, visitors, and providing a safe and healthy community. He feels that there is tension in the community and that they are divided similar to the nation and state. He noted that community views are different from the faith based community and that they have three attributes - compassion, courage, and commitment. The April 2023 election changed a lot for his community when the new Council changed direction and wondered what the new members could look to for achievements. He stated that he supported Council Member Cheesman but felt he deserved to have his election contribution returned.

Bruce Weik addressed the Council and mentioned that in watching the news this morning, there were stories of the war, the former President of the United States, mass shootings, and a story on suicides in the US, which numbered 126 per day. However, the top news was in reference to Taylor Swift and Travis Kelce, which shows the times we live in now. Locally, streets and potholes are more important than the youth and seniors.

Russell Flemming addressed the Council in support of Mike Spinks and suggested that possibly a TIF in that area of town could help. He also noted that the City should have a "most wanted" on the website.

Maria Salsman addressed the Council and stated that she had not planned to speak but was getting tired of people bashing the Council Members. She thanked them for all they do and noted that the lights on Main Street look beautiful. She believes good things are happening in Galesburg and hopes the Council keeps up the good work. She stated that she is a taxpayer and that potholes on her street were causing kids on bikes to be unsafe and thanked them for the patch work.

Molly Miller addressed the Council and asked that they not allocate or grant money to the Knox County YMCA. She is not against them or their mission but does not agree with the City giving

them approximately \$1 million plus \$75,000 each year because they are a private entity. She wondered if the YMCA would grant the City money for a community center. She compared public vs. private using the example of our schools. She noted that she has great respect for Costa and the Christian school, but she would not support District 205 granting them any of their tax dollars and she would not expect those schools to support 205 in that way as well. She stated that the YMCA serves our community but so does the City, and in fact, serves our community in many more ways. The YMCA will continue to fund their mission without the City funding this project.

Darla Krejci addressed the Council and stated that she served on the Community Center Task Force and was the only one who voted no on the proposal before the Council and wanted to provide her dissenting opinion. She dissents that the Council received the proposal they did instead of the consolidated report put together by the Task Force chairman. That report includes every aspect of the proposal but presented differently. Also included in the consolidated report and not the proposal are elements that were specifically requested by Task Force members such as the results of the teen survey and the top ten amenities list. She also stated her dissent to the allocation of \$800,000 to the YMCA, stemming from the fact that a community center is not brick and mortar but instead programming. She is also against the youth director as proposed in the report; however, believes it is a good idea but she feels the position should be a City of Galesburg employee, not a YMCA employee paid by the City.

Ms. Krejci stated her dissent on the proposal because the author never acknowledged that the City's Recreation Department already offers varied and diverse programming and is certainly capable of this programming if given the opportunity and the finances to do so. Since these employees are paid hourly, \$75,000 would equate to 5,000 hours of annual programming. She also dissented on the expected results of the proposal that states the recommendations were based on a strategy of having multiple community centers. She strongly believes this was not the intent of the City and the instructions given to the Task Force at their first meeting.

Jackie Smith-Esters addressed the Council and also served on the Community Center Task Force. She wanted to discuss ethics on the Task Force. She stated that last summer, Elizabeth Varner, Parks & Recreation Director, presented a presentation on what the group would do and what a member would look like. She noted that when the members were approved, they were hand selected by Council Members and were mostly friends, campaign supporters, and family members. She was also asked to be on the Task Force and brought to the table representation of who she helps during her day job, those on the poverty line, have small children, bi-racial children, households that rely on one income, and would make sure the Task Force was moving in an equitable and inclusive direction.

Ms. Smith-Esters stated that she soon saw who else was on the Task Force and questioned the motives of the Council Members and added that a specific member was appointed who she had a conversation with while she was a Council Member about why she felt Galesburg did not need a center and started a petition to stop a tax increase to support a community center. She also felt that the CEO of the YMCA was not an appropriate representative for the Task Force since there was a conflict of interest. She commented that she was blindsided at the last meeting

when a member read a typed motion to accept a proposal, which was not on the agenda. A majority of the members did not allow Mr. Franklin to present his report, which comprised everyone's hard work and a lot of the data. It was then determined that the whole of the consolidated report would be deleted and Mr. Sampson and Mr. Medley's report took its place.

The Mayor asked for a recess at 7:11 p.m.

The Council resumed at 7:17 p.m.

Jeannette Chernin addressed the Council and stated that in November, she and nineteen other people emailed a Council Member regarding problems they were having with the Community Center Task Force and never received a response from anyone at the City. Someone from the Task Force was quoted as saying that the email was in poor taste and created a divide that is in the City instead of trying to bring people together. It was also mentioned that the names on the letter were typed and not legal signatures, which was cowardly. Members of the Task Force did not address this email or these issues and public opinion was ignored or ridiculed.

Ms. Chernin stated that every member of the Task Force received a hard copy of this email. The inability of them to respond constructively to these legitimate questions supports the thought that this group lacked integrity and transparency. Their continued unwillingness to use the microphone system, moving the meetings, or not streaming the meetings, supports this theory as well. She was always taught that it was weak to send a complaint anonymously and morally wrong not to ask questions and cowardly not to stand up for your beliefs. She stated that strong people do not back down on what they believe in and to send a letter and wait for a response when there is an issue. She was told by a member of the Task Force that it is not only cowardly to send a letter signed by a group of citizens but that it is also in bad taste. She asked Council what they suggest citizens of Galesburg do when they have a problem since it seems sending emails is no longer a respectable way to communicate and feels that this is an ethics issue. She noted that her partner served on the Task Force.

CONSENT AGENDA #2023-23

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

23-2064

Approve Resolution 23-58 approving the support of an application for the State of Illinois Department of Commerce and Economic Opportunity Community Development Block Grant Program housing rehabilitation grant.

23-2065

Approve Resolution 23-59 designating authorized financial signers.

23-3037

Approve the bid from Brenntag Mid-South, Inc. in the amount of \$1,879 per ton for liquid chlorine for 2024.

23-3038

Approve a five-year agreement with American Pest Control to provide pest control services at City properties.

23-3039

Approve a five-year contract with Hawkins, Inc. for pool chemical supplies.

23-3040

Approve waiving normal purchasing policies and approve the purchase of one bulk delivery of approximately 46,000 pounds of phosphate inhibitor from Hawkins, Inc. in the amount of \$0.795 per pound.

23-8022

Approve bills in the amount of \$740,479.05 and advance checks in the amount of \$962,466.26.

Council Member Miller moved, seconded by Council Member Dennis, to approve Consent Agenda 2023-23.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

23-1034

Council Member Davis moved, seconded by Council Member Acerra, to approve Ordinance 23-3718 on final reading authorizing execution of an Option Agreement for sale of the property at 465 Mulberry Street and the vacant lot formerly known as 473 Mulberry Street.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, Cheesman, and Mayor Schwartzman, 8.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1035

Ordinance on first reading amending Chapter 37 of the Galesburg Municipal Code creating section 37.40 allowing the City to opt out of the Illinois Paid Leave for All Workers Act. Council Member Davis asked that the City's HR staff prepare a chart outlining the current paid leave for all City employees versus what the Act would require if they did not opt out. Council Member

Acerra noted that in order to not impact operations, it is being suggested by industry professionals to take advantage of opting out.

23-1036

Ordinance on first reading amending Chapter 94 of the Galesburg Municipal Code regarding Demolitions.

23-1037

Ordinance on first reading amending Traffic Appendix V of Chapter 77 of the Galesburg Municipal Code to restrict parking along a curve at the intersection of Monroe Street and Hackberry Road.

BIDS, PETITIONS, AND COMMUNICATIONS

23-3041

Council Member Cheesman moved, seconded by Council Member Davis, to approve a three-year agreement with Klingner & Associates for asbestos consulting services.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-3042

Council Member Miller moved, seconded by Council Member Dennis, to approve a contract with Werner Restoration Services, Inc. through December 2026 for miscellaneous board up services.

Council Member White asked about specifics in the ordinance about the painting of boards. Fire Chief Hovind stated that painted boards weather better and it is suggested that they are painted for permanent board up situations.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-3043

Council Member Dennis moved, seconded by Council Member Acerra, to approve a one-year agreement with A to Z Lawn Care & Landscaping for miscellaneous pick-up and clean-up services.

Council Member Davis inquired as to why the contract is only for one year but bid out for three. Interim City Manager Schlaf stated that the bid request required vendors to provide pricing for

labor only, truckloads of debris pricing, equipment/man hour charges, rental markup fee, landfill mark-up fee, and other fees. However, after careful review of the submitted bid, it was determined that the best option was to accept A to Z's bid for a one-year term to ensure the City continues to receive pricing comparable to the market. He noted that the City has a positive working relationship with A to Z.

Kendall Zimmerman, A to Z, addressed the Council and stated that he has had this contract with the City for 15 years and has not increased his price once. He explained his reasons for the increase in cost but also stated that if a longer agreement could be reached he would lock in those prices for five years.

Council Member Dennis moved, seconded by Council Member Davis, to amend the contract to three years.

Roll Call #7:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member Dennis moved, seconded by Council Member Davis, to amend the agreement to include a renewal option of two years.

Roll Call #8:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Approve amended agreement to reflect three-years with an option to renew for an additional two years.

Roll Call #9:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

Council Member Miller moved, seconded by Council Member Acerra, to remove agenda item 23-4119 from the table.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

23-4119

Council Member Miller moved, seconded by Council Member Acerra, to approve the purchase of five license plate recognition (LPR) cameras in the amount of \$19,750.

Interim City Manager noted that Hector Soliman-Valdez, from Flock Safety was available to answer questions on the telephone.

Council Member White stated that he had distributed two articles to the Council Members that he hoped were able to be reviewed. He asked several specific questions regarding the data storage, access of the data, and that none would be available if it were not linked or identified from crime activity. He noted that he is not against law enforcement or the tools used for safety, but that he believes there needs to be checks and balances in place.

Council Member White verified that the data is deleted after thirty days.

Council Member Hix left the meeting at 8:04 p.m.

Council Member White expressed his concern over the ability to monitor non-criminals and their travel patterns, as well as acquaintances that are in the vehicles with them. This information could be shared with other entities, showing intimate portions of someone's life and target possible sensitive travel areas.

Council Member Hix returned to the meeting at 8:05 p.m.

Council Member White noted several comments and statements from an article published from the *Electronic Frontier Foundation* involving the use of automated license plate readers (ALPRs). Mr. Soliman-Valdez confirmed that the data is only available to police departments and is not sold. Other questions involved databases, hotlists, what kinds of data ALPRs collect and how law enforcement uses that data. Council Member White noted that the ACLU estimates less than 0.2 percent of the license plate scans are linked to criminal activity.

Council Member White reported that there are several lawsuits regarding the use of ALPRs and while he does think Chief Idle would abuse the data, he won't always be here. He asked that the Council read the information he gave them before a decision is made and to do their research.

Council Member Cheesman stated that there have been a lot of concerns raised and he is sensitive to Council Member White's comments. However, he does believe that there are tools in place to prevent misuse of the system or data collected. He has talked to many citizens who are in favor of the cameras.

Council Member Acerra stated that there are laws in place that govern protection and that the agreement does not allow for the sale or sharing of anything collected. It is government cloud protected and provides for audit trails as well.

Mr. Soliman-Valdez reiterated that the only information collected is the backplate of vehicles and that no one is personally identifiable in the vehicle. Information is not shared with a third party. The data is only used as it aligns with the department's policy. He also explained that all footage and data is encrypted throughout its entire lifecycle, from on-device to storage in the cloud. Flock uses AWS (Amazon Web Services) cloud storage. All data is stored in the AWS GovCloud and is only available to Law Enforcement agencies. No data is shared with non-Law Enforcement Flock Safety Customers. The date would not be available through a FOIA request.

Council Member Hix noted that a serial killer in Los Angeles was arrested over the weekend due to his vehicle being flagged through a license plate reader.

Council Member Hix moved, seconded by Council Member Dennis, to call for the question.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

Roll Call #12:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

23-4121

Council Member Dennis moved, seconded by Council Member Miller, to approve the December 31, 2024, Annual Budget. The final 2024 budget is as follows:

Total Revenues: \$72,584,070

Total Use of Fund Balance and/or Other Financial Resources: \$13,762,865

Total Expenditures: \$85,309,185

General Fund Revenue Total: \$29,991,225

General Fund Expenditure Total: \$30,677,785

General Fund Use of Fund Balance: \$686,560

Council Member Hix thanked Finance & Information Systems Director Gloria Osborn and her staff for their work on the budget, as well as the Department Directors, and Interim City Manager John Schlaf. He noted that the City started the process in May, held several meetings, a Work Session, and a Public Hearing for the 2024 budget.

The Mayor inquired about notable changes in the budget for both the Fire and Police Departments. Interim City Manager Schlaf stated that the changes can be attributed to personnel, specifically pension costs. It was also noted that both departments have seen a decrease in overtime costs due to an increase in staff.

Mike Doi, Public Works Director, reported that the increase in his budget is attributable to the bond proceeds, the Lake Storey path, and some funds that have been reallocated to 2024 that were not spent this year.

Interim City Manager Schlaf stated that the Hotel/Motel Tax allocations are by agreement with The Orpheum Theatre, Galesburg Promise, and the Galesburg Tourism & Visitors Bureau. The 2024 budget does show a payment of \$100,000 to the Theatre, which is reverting to the agreed upon funding cap. He noted that contrary to media reports, the \$100,000 cap was discussed in detail in August of this year with The Orpheum's director, board members, and the City Manager at that time. Discussion was also held on the required financial reporting.

Funding for the Discovery Depot Children's Museum was also discussed and Interim City Manager Schlaf confirmed that they received \$60,000 plus a \$15,000 grant from the City for marketing this year. He encouraged the City and Council Members to reevaluate all the current funding agreements the City has at this time and noted that the Hotel/Motel Tax has increased.

Mayor Schwartzman noted the Dale Kelly Tot Lot has additional funding allocated for a project in 2025, but could be discussed by the Council for a 2024 project instead. He also noted the lighting for the tennis courts at GHS could be discussed for next year. The Mayor stated that the City Council could discuss and put forth a commitment tonight for these projects, including funding for the floor at Skate Palace, which would be a partnership between Mr. Spinks and the City. All total, he approximated an increase of \$140,000 to the 2024 budget.

Council Member Hix stated that at this hour, when the budget is close to adoption, he would recommend these projects and issues be explored and that a business plan be submitted for Mr. Spinks' project. There were no changes brought forth at the Budget Work Session but agrees that some of these items have value and merit but that they needed to be vetted prior to the meeting tonight.

Council Member Cheesman agreed that these projects need to be looked at prior to budget approval, but that Council can certainly entertain them in the future. He liked many of the ideas discussed tonight and would like more information to explore them.

Council Member Acerra stated her appreciation for all the speakers tonight and understands the requests from non-profits but not from for-profit companies. The City needs to improve the entire process for these requests in the future but would like to approve the budget as it is being presented tonight.

Roll Call #13:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4122

Council Member Miller moved, seconded by Council Member Davis, to approve the 2024 Classification and Salary Schedule for Exempt Salaried Personnel and Temporary Seasonal and Part-Time hourly employees.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-4123

Council Member Acerra moved, seconded by Council Member Miller, to approve the demolition process on the property located at 239 South Cherry Street. It was communicated that this process can be stopped at any time and that all options will be considered once the owners can be contacted.

Roll Call #15:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member White left the meeting at 9:10 p.m.

23-5012

Council Member Dennis moved, seconded by Council Member Acerra, to receive the recommendation from the Community Center Task Force.

Council Member Hix thanked the Task Force members for all their research, long hours of meetings, and listening to the public. He knows it was contentious and that the group was divided, but he appreciates their efforts. He also thanked Director Varner for her work.

Council Member Davis announced that she dissented.

Council Member Cheesman also thanked the members and knows they worked through many challenges. He was impressed by several members who may have had adversarial views but that they came together with a plan.

Council Member White returned to the meeting at 9:11 p.m.

Council Member Cheesman further stated that he believes there have been a number of recommendations that the Council will need to consider, including items such as transportation.

However, he does not feel that initially the City should not engage in childcare but that they can possibly help facilitate others to assist in this area. He understands that there were differences of opinion by the members but he thanked them all for working through the challenges.

Council Member White inquired about some of the pictures in the report. Council Member Cheesman noted that one of them is the Learning Center at GHS. The others are likely meant to be ideas for a future center.

Roll Call #16:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

Mayor Schwartzman noted that the Task Force Chairman, Tony Franklin, emailed his formal report but that it could have been delivered to Members' spam folders. He encouraged them to read it as well.

Council Member White personally thanked Maria Salsman for her excellent research on the survey that was given to students at the high school. Ms. Salsman thanked him and added that it was a collaborative effort with several other members.

Council Member Acerra thanked the members as well for a job well done and added that they accomplished the objective Council gave them.

Council Member Miller moved, seconded by Council Member Dennis, to sit as the Town Board. The motion carried.

TOWN BUSINESS

23-9025

Trustee Davis moved, seconded by Trustee Acerra, to approve Town bills and warrants to be drawn in payment of same.

Fund Title	Amount
Town Fund	\$608.43
General Assistance Fund	\$5,335.49
IMRF Fund	
Social Security/Medicare Fund	\$4,728.14
Liability Fund	
Audit Fund	
Total	\$10,672.06

Roll Call #17:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-9026

Ordinance on first reading approving the Township Budget and Appropriation for the fiscal year beginning January 1, 2024, and ending December 31, 2024, showing the following:

General Town Fund	\$528,200		
Audit Fund	\$19,000		
Liability Fund	\$10,700		
Social Security/Medicare Fund	\$34,000		
Illinois Municipal Retirement Fund (IMRF)	\$34,000		
General Assistance Fund	\$440,188		
Total Appropriations			\$1,066,088.00

23-9027

Ordinance on first reading approving the 2023 Property Tax Levy for the Town of the City of Galesburg in the amount of \$531,000.

Trustee Dennis moved, seconded by Trustee Davis, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Acerra thanked the Task Force again for their passionate work even when there were differing beliefs and opinions. The Council has received both the recommendations and there are good ideas contained within each. She added that this is what the exercise was about and that ideally there will be some consensus ideas that would come out to provide the City with direction. She also offered her appreciation for all the questions that were asked tonight and hopes that with guidance, the City Council can start to drill down on these projects and the details. She also thanked Director Steve Gugliotta and the City's legal team for hearing her concerns and her constituent's concerns about keeping our community clean and safe. She thanked them for addressing some of the properties that aren't being properly managed and pose a risk to our community. She appreciates the aggressiveness when necessary.

Council Member Davis thanked everyone who took time to attend the meeting tonight and that regardless of whether it's required, they made the commitment and came here of their own accord. She also noted that a lot of comments were made about organizations receiving support and hoped that no one felt that these organizations were being pitted against each other. She does not believe that was the intent of anyone speaking tonight. The bickering which occurs when the Council starts having these difficult conversations is likely the motive of those who want to sow discord in the community, which is an unfortunate result. She appreciates those

who are engaging and finding discrepancies and ways that we can be more intentional with our funds.

Council Member Davis added that there was a brief mention of the Christmas lights downtown, and she expressed her love for them too. It was clarified to her that the Downtown Council does the work of getting those set up and she thanked them for their efforts. On one final note, she stated that she had a few reports of inappropriate name-calling in the audience tonight and she respectfully asked people to consider the impression that they are making in the community when everyone is sitting in this room within an earshot of each other -- be respectful and be kind.

Council Member Cheesman stated that the Mayor would probably note this, but one of the speakers tonight was asking the Council questions and he wanted to let the public know that it is not their time to answer, but instead the public's time to speak and make comments. If an answer is needed, the correct or appropriate people will do that. He is all ears when people talk, and as he has said from the very beginning that he will listen with respect and an open mind. He noted that he does have certain views, but those views can change if someone comes up with something better. The vast majority of the 25 speakers tonight were passionate and had a lot of things on their mind, which the City needs to look at very closely.

Council Member Cheesman reiterated what Council Member Davis said and emphasized that there are people who come to the podium and try to create division or are insulting beyond what is acceptable and it should not be tolerated -- shame on them. In regard to Reverend Jowers, he gave him his money back. He added that he cannot be bought and in that regard, he does not need his money or any kind of campaign donation since he will not be bought. He added that if he does something different than what he likes, it's tough. For the rest of the citizens in attendance, he thinks we have a lot of good things going on. He would ask Reverend Jowers to go back and take a look at the minutes of the meetings that have taken place since May, and that there have been a lot of good things that have happened by this group of Council Members, our Mayor, and people in our city. He hopes he thinks about this the next time he talks.

Council Member Hix announced that Girls' Basketball Coach Massey got his 1,000th victory. Coach Massey is very well liked in our community, has a great reputation, and a great career. He added that he agreed with Council Member Davis about the YMCA and Discovery Depot and how people sometimes are pitting them against each other. He thanked John Schalf for his work and has enjoyed meeting with him over the last several months. He has done an amazing job through all the challenges and he has personally heard from staff that he was fair, thoughtful, considerate, and inclusive.

Council Member Dennis also thanked Mr. Schlaf and hoped that with his talent, knowledge, and relationship with the staff, the City could find a place for him. He also thanked Galesburg Police Officer Torres for pulling him over to let him know that his vehicle lights were off.

Council Member Miller said that it had been a pleasure to work with John Schlaf and wished him the best. He has always answered his questions and concerns and he has enjoyed their visits.

Council Member White commented that he and his wife attended the Choral Dynamics show at The Orpheum Theatre over the weekend and that it was very enjoyable. The Theatre is very nostalgic and he wants to see it taken care of and feels that if the City supports one, they support them all. He wondered how we could all get together and share what we have, such as our great golf course and Railroad Days. He would like to see people visit our community and attend or visit all of these places. He added that he hopes we can all work together in 2024 and get it done. He also stated that from his time in the military, when a ship sits at port and the tide comes in, everyone on the ship rises together or goes down together.

Interim City Manager John Schlaf wanted to share with the Council that people have asked him what it's like to be a city manager. He tells them that it's a little bit like being the person who mows the grass at the cemetery -- there might be a lot of people under you, but nobody listens. He noted that to the Council's credit, they have listened. The thing that gives him the greatest satisfaction is the fact that they have begun to listen to one another. He noted that the business that they got finished tonight was impressive and they all deserve credit for the work that has gotten done in the time that they have all been together.

He added that the City Clerk put together a summary of the items they have accomplished, one of which was participating in fourteen hours worth of Council meetings since he has been there. He wanted to sincerely thank each of them for giving him a great opportunity and that he could not have done any of this without the support he has had from Council, Legal, and from each of the department heads. He stated that it's important to remember the men and women that are out there on the street, the firefighters, the police officers, parks, streets, so many people that don't ever get any recognition but are out there doing the job every day. He added his thanks to his wife, Judy, who came to the meeting tonight.

Mayor Schwartzman thanked Mr. Schlaf and added that he has really enjoyed working with him. He is one of the pillars of our community and he knows he will continue to contribute. He stated that the Christmas parade was amazing and that he was able to walk the crowd and take in all the smiles and good spirits. He also noted that there was a PD Cares benefit concert before the parade at Lindstrom's, and thanked them for sponsoring that event for the last three years.

The Mayor also reported that this weekend, along with Council Members Miller and Hix, he attended the Filipino Christmas celebration at the Lake Storey Pavilion. It was a six-hour event with amazing food and people and it was beautiful to see people of all different persuasions sharing different food and music. This is another great example of our diverse community and how we collaborate, commune and celebrate. He mentioned Coach Massey and his 1,000 wins, which he feels is fantastic. He hasn't done a full count of his two daughters playing basketball for him over the last five years, but they may have contributed to 80 of those wins. He noted that his daughters are both in college and one of them is playing basketball. He thinks she would attribute her love of the game to her experience with him and his coaching staff. The

community is very fortunate to have him and his coaching staff and all the amazing women that have worked through the program, many of whom are back in town, owning businesses and doing wonderful things here.

Mayor Schwartzman stated that The Orpheum and Discovery Depot were mentioned many times tonight, and that he loves both of the institutions. He thinks they're the heart of the downtown, and bring people of all different persuasions to our town. The City wants to support them as much as possible and he hates to think of them as being pitted against each other and feels that it is the Council's responsibility for ensuring that that doesn't happen. He believes there is still work to be done over the next few months to do that properly and noted that it has been difficult with three interim City Managers to do this. He added that in his State of the City address, he noted the many marvelous things that have been accomplished this year, but that it's difficult for an interim city manager to make tough decisions. Mr. Schlaf did wonderful work and everyone here admires him, but Mr. Hanson will be sitting there at the next meeting. The Mayor encouraged everyone to attend the receptions for Mr. Hanson in the near future and reminded them that he knows Galesburg well, having lived in this area. He knows he has a tough job, but he also knows from talking with him that he sees a very bright future for our community, and he's going to work hard to make sure it happens.

There being no further business, Council Member Dennis moved, seconded by Council Member Davis, to adjourn the regular meeting at 9:42 p.m.

Roll Call #18:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Resolutions abating property tax on General Obligation Bonds.

1. Ordinance 13-3418, Series 2013A
2. Ordinance 15-3484, Series 2015
3. Ordinance 16-3508, Series 2016
4. Ordinance 17-3540, Series 2017
5. Ordinance 23-3692, Series 2023

SUMMARY RECOMMENDATION: The City Manager, Finance and Information Systems Director and the City Clerk recommend approval of the attached resolutions directing the City Clerk to file the resolutions with the County Clerk to not extend the property tax for these bond payments.

BACKGROUND: Bond payments are part of the property taxes unless the City Council approves resolutions abating (deduct from the collectible taxing amount) these taxes. Taxes would increase by \$2,809,420. These resolutions must be approved before the County Clerk extends taxes.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Resolutions

RESOLUTION NO. _____

WHEREAS, the City of Galesburg, Knox County, Illinois, a municipal corporation, adopted Ordinance No. 2013-3418 for the purpose of authorizing the issuance of \$1,390,000 General Obligation Bonds, Series 2013A, of the City of Galesburg, Illinois, and

WHEREAS, Section 8 of Ordinance No. 2013-3418 provides for a levy upon all the taxable property in the City, for each year that any of the bonds are outstanding, of a direct annual tax sufficient to provide the money required to pay the interest on the bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature as set forth in the schedule in said Section 8; and

WHEREAS, said Section 8 of Ordinance No. 2013-3418 provides that the levy required there under may be abated to the extent that money from other sources is available for the payment of the principal and interest on the bonds upon certification by a duly authorized official of the City to the County Clerk of Knox County of the amount of such available money; and

WHEREAS, The City of Galesburg, Knox County, Illinois has sufficient funds available arising from sources other than taxation, which may lawfully be used for the retirement of said bonds and the interest payable thereon:

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

SECTION 1. That sum of \$117,680 representing the amount required to be levied for tax levy year 2023 for the payment of principal and interest on the \$1,390,000 General Obligation Bonds, Series 2013A, issued by the City of Galesburg, Illinois, be paid by the City of Galesburg, Illinois from sources other than taxation.

SECTION 2. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Paragraph 5/8-3-4, the County Clerk, Knox County, Illinois, is hereby authorized to abate in its entirety said 2023 tax levy for the City of Galesburg, Knox County, Illinois General Obligation Bonds, Series 2013A.

SECTION 3. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Section 5/11-74.4-7, the City Clerk is hereby authorized and directed to certify to the County

Clerk, Knox County, Illinois, that the City of Galesburg has available to it from sources other than taxation the sum of \$117,680 which may lawfully be used for the payment of interest on said bonds and to discharge the principal thereof as the same shall mature for the tax levy year 2023.

SECTION 4. That the City Clerk of the City of Galesburg, Illinois, files a properly certified copy of this resolution with the County Clerk, Knox County, Illinois, on the first business day following the signing of this resolution by the Mayor of said City.

Approved this 18th day of December 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Levy and Extension of Taxes

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2013	\$66,336.83
2014	\$84,030.00
2015	\$83,130.00
2016	\$92,230.00
2017	\$101,030.00
2018	\$104,530.00
2019	\$107,880.00
2020	\$111,080.00
2021	\$113,480.00
2022	\$115,680.00
2023	\$117,680.00
2024	\$119,480.00
2025	\$121,080.00
2026	\$122,480.00
2027	\$123,680.00
2028	\$124,680.00
2029	\$130,480.00
2030	\$130,535.00
2031	\$130,375.00

RESOLUTION NO. _____

WHEREAS, the City of Galesburg, Knox County, Illinois, a municipal corporation, adopted Ordinance No. 2015-3484 for the purpose of authorizing the issuance of \$8,290,000 General Obligation Refunding Bonds, Series 2015, of the City of Galesburg, Illinois, and

WHEREAS, Section 12 of Ordinance No. 2015-3484 provides for a levy upon all the taxable property in the City, for each year that any of the bonds are outstanding, of a direct annual tax sufficient to provide the money required to pay the interest on the bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature as set forth in the schedule in said Section 12; and

WHEREAS, said Section 12 of Ordinance No. 2015-3484 provides that the levy required there under may be abated to the extent that money from other sources is available for the payment of the principal and interest on the bonds upon certification by a duly authorized official of the City to the County Clerk of Knox County of the amount of such available money; and

WHEREAS, The City of Galesburg, Knox County, Illinois has sufficient funds available arising from sources other than taxation, which may lawfully be used for the retirement of said bonds and the interest payable thereon:

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

SECTION 1. That sum of \$624,213 representing the amount required to be levied for tax levy year 2023 for the payment of principal and interest on the \$8,290,000 General Obligation Refunding Bonds, Series 2015, issued by the City of Galesburg, Illinois, be paid by the City of Galesburg, Illinois from sources other than taxation.

SECTION 2. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Paragraph 5/8-3-4, the County Clerk, Knox County, Illinois, is hereby authorized to abate in its entirety said 2023 tax levy for the City of Galesburg, Knox County, Illinois General Obligation Refunding Bonds, Series 2015.

SECTION 3. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Section 5/11-74.4-7, the City Clerk is hereby authorized and directed to certify to the County

Clerk, Knox County, Illinois, that the City of Galesburg has available to it from sources other than taxation the sum of \$624,213 which may lawfully be used for the payment of interest on said bonds and to discharge the principal thereof as the same shall mature for the tax levy year 2023.

SECTION 4. That the City Clerk of the City of Galesburg, Illinois, files a properly certified copy of this resolution with the County Clerk, Knox County, Illinois, on the first business day following the signing of this resolution by the Mayor of said City.

Approved this 18th day of December 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Levy and Extension of Taxes

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2015	\$623,962.50
2016	\$622,712.50
2017	\$621,162.50
2018	\$624,312.50
2019	\$622,012.50
2020	\$619,412.50
2021	\$626,512.50
2022	\$623,012.50
2023	\$624,212.50
2024	\$624,962.50
2025	\$625,262.50
2026	\$625,112.50
2027	\$629,512.50
2028	\$623,312.50
2029	\$626,812.50
2030	\$629,000.00
2031	\$629,825.00

RESOLUTION NO. _____

WHEREAS, the City of Galesburg, Knox County, Illinois, a municipal corporation, adopted Ordinance No. 2016-3508 for the purpose of authorizing the issuance of \$9,600,000 General Obligation Bonds, Series 2016, of the City of Galesburg, Illinois, and

WHEREAS, Section 8 of Ordinance No. 2016-3508 provides for a levy upon all the taxable property in the City, for each year that any of the bonds are outstanding, of a direct annual tax sufficient to provide the money required to pay the interest on the bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature as set forth in the schedule in said Section 8; and

WHEREAS, said Section 8 of Ordinance No. 2016-3508 provides that the levy required there under may be abated to the extent that money from other sources is available for the payment of the principal and interest on the bonds upon certification by a duly authorized official of the City to the County Clerk of Knox County of the amount of such available money; and

WHEREAS, The City of Galesburg, Knox County, Illinois has sufficient funds available arising from sources other than taxation, which may lawfully be used for the retirement of said bonds and the interest payable thereon:

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

SECTION 1. That sum of \$644,713 representing the amount required to be levied for tax levy year 2023 for the payment of principal and interest on the \$9,600,000 General Obligation Bonds, Series 2016, issued by the City of Galesburg, Illinois, be paid by the City of Galesburg, Illinois from sources other than taxation.

SECTION 2. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Paragraph 5/8-3-4, the County Clerk, Knox County, Illinois, is hereby authorized to abate in its entirety said 2023 tax levy for the City of Galesburg, Knox County, Illinois General Obligation Bonds, Series 2016.

SECTION 3. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Section 5/11-74.4-7, the City Clerk is hereby authorized and directed to certify to the County

Clerk, Knox County, Illinois, that the City of Galesburg has available to it from sources other than taxation the sum of \$644,713 which may lawfully be used for the payment of interest on said bonds and to discharge the principal thereof as the same shall mature for the tax levy year 2023.

SECTION 4. That the City Clerk of the City of Galesburg, Illinois, files a properly certified copy of this resolution with the County Clerk, Knox County, Illinois, on the first business day following the signing of this resolution by the Mayor of said City.

Approved this 18th day of December 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Levy and Extension of Taxes

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2015	\$629,745.83
2016	\$630,262.50
2017	\$629,912.50
2018	\$634,262.50
2019	\$638,162.50
2020	\$636,612.50
2021	\$639,762.50
2022	\$642,462.50
2023	\$644,712.50
2024	\$651,512.50
2025	\$652,712.50
2026	\$653,462.50
2027	\$658,762.50
2028	\$663,462.50
2029	\$667,562.50
2030	\$671,062.50
2031	\$678,962.50
2032	\$685,368.76
2033	\$690,218.76
2034	\$693,450.00

RESOLUTION NO. _____

WHEREAS, the City of Galesburg, Knox County, Illinois, a municipal corporation, adopted Ordinance No. 2017-3540 for the purpose of authorizing the issuance of \$8,320,000 General Obligation Refunding Bonds, Series 2017, of the City of Galesburg, Illinois, and

WHEREAS, Section 12 of Ordinance No. 2017-3540 provides for a levy upon all the taxable property in the City, for each year that any of the bonds are outstanding, of a direct annual tax sufficient to provide the money required to pay the interest on the bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature as set forth in the schedule in said Section 12; and

WHEREAS, said Section 12 of Ordinance No. 2017-3540 provides that the levy required there under may be abated to the extent that money from other sources is available for the payment of the principal and interest on the bonds upon certification by a duly authorized official of the City to the County Clerk of Knox County of the amount of such available money; and

WHEREAS, The City of Galesburg, Knox County, Illinois has sufficient funds available arising from sources other than taxation, which may lawfully be used for the retirement of said bonds and the interest payable thereon:

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

SECTION 1. That sum of \$710,481 representing the amount required to be levied for tax levy year 2023 for the payment of principal and interest on the \$8,320,000 General Obligation Refunding Bonds, Series 2017, issued by the City of Galesburg, Illinois, be paid by the City of Galesburg, Illinois from sources other than taxation.

SECTION 2. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Paragraph 5/8-3-4, the County Clerk, Knox County, Illinois, is hereby authorized to abate in its entirety said 2023 tax levy for the City of Galesburg, Knox County, Illinois General Obligation Refunding Bonds, Series 2017.

SECTION 3. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Section 5/11-74.4-7, the City Clerk is hereby authorized and directed to certify to the County

Clerk, Knox County, Illinois, that the City of Galesburg has available to it from sources other than taxation the sum of \$710,481 which may lawfully be used for the payment of interest on said bonds and to discharge the principal thereof as the same shall mature for the tax levy year 2023.

SECTION 4. That the City Clerk of the City of Galesburg, Illinois, files a properly certified copy of this resolution with the County Clerk, Knox County, Illinois, on the first business day following the signing of this resolution by the Mayor of said City.

Approved this 18th day of December 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Levy and Extension of Taxes

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2017	\$712,631.26
2018	\$714,631.26
2019	\$717,331.26
2020	\$710,331.26
2021	\$712,281.26
2022	\$714,281.26
2023	\$710,481.26
2024	\$713,356.26
2025	\$714,606.26
2026	\$714,006.26
2027	\$712,606.26
2028	\$715,406.26
2029	\$716,406.26
2030	\$712,343.76
2031	\$711,250.00
2032	\$714,000.00

RESOLUTION NO. _____

WHEREAS, the City of Galesburg, Knox County, Illinois, a municipal corporation, adopted Ordinance No. 2023-3692 for the purpose of authorizing the issuance of \$4,920,000 General Obligation Bonds, Series 2023, of the City of Galesburg, Illinois, and

WHEREAS, Section 11 of Ordinance No. 2023-3692 provides for a levy upon all the taxable property in the City, for each year that any of the bonds are outstanding, of a direct annual tax sufficient to provide the money required to pay the interest on the bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature as set forth in the schedule in said Section 11; and

WHEREAS, said Section 11 of Ordinance No. 2023-3692 provides that the levy required there under may be abated to the extent that money from other sources is available for the payment of the principal and interest on the bonds upon certification by a duly authorized official of the City to the County Clerk of Knox County of the amount of such available money; and

WHEREAS, The City of Galesburg, Knox County, Illinois has sufficient funds available arising from sources other than taxation, which may lawfully be used for the retirement of said bonds and the interest payable thereon:

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

SECTION 1. That sum of \$712,333 representing the amount required to be levied for tax levy year 2023 for the payment of principal and interest on the \$4,920,000 General Obligation Bonds, Series 2023, issued by the City of Galesburg, Illinois, be paid by the City of Galesburg, Illinois from sources other than taxation.

SECTION 2. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Paragraph 5/8-3-4, the County Clerk, Knox County, Illinois, is hereby authorized to abate in its entirety said 2023 tax levy for the City of Galesburg, Knox County, Illinois General Obligation Bonds, Series 2023.

SECTION 3. That in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS Section 5/11-74.4-7, the City Clerk is hereby authorized and directed to certify to the County

Clerk, Knox County, Illinois, that the City of Galesburg has available to it from sources other than taxation the sum of \$712,333 which may lawfully be used for the payment of interest on said bonds and to discharge the principal thereof as the same shall mature for the tax levy year 2023.

SECTION 4. That the City Clerk of the City of Galesburg, Illinois, files a properly certified copy of this resolution with the County Clerk, Knox County, Illinois, on the first business day following the signing of this resolution by the Mayor of said City.

Approved this 18th day of December 2023 by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Levy and Extension of Taxes

<u>Tax Levy Year</u>	<u>A Tax Sufficient to Produce</u>
2023	\$712,333.33
2024	\$717,250.00
2025	\$718,000.00
2026	\$717,500.00
2027	\$720,750.00
2028	\$717,500.00
2029	\$718,000.00
2030	\$722,000.00
2031	\$719,250.00

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Bid recommendation, annual supply of fill and patch materials for the City of Galesburg for the 2024 calendar year.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, City Engineer, and Purchasing Agent recommend awarding the bid to supply fill and patch materials for 2024 to Roanoke Concrete Products except for:

- HMA Surface Course “D” N50 and High-Performance Patching Mixture – Tickle Asphalt Co
- Trench Backfill FA-6 (Picked Up) – Galesburg Builders Supply
- Coarse Aggregate CA-6 (Crushed White Stone), Coarse Aggregate CA-6 (gravel or crushed) (Delivered), Mason Sand (Delivered), Fill Sand (Delivered), Trench Backfill Sand (Delivered) and 3/8 Pea Gravel CA-16 (Delivered) – Gunther Construction
- 3/8 Pea Gravel CA-16 (Picked Up) – Galena Road Gravel

BACKGROUND: These materials are primarily used by the Street, Water, and Parks Divisions. However, the material can be supplied to various other divisions at the same price when needed. The 2023 prices are included in the attached bid tabulation for comparison purposes. On average, prices increased slightly from the previous year and were within reason of the estimated prices. The price for concrete increased more than in previous years. This is due to the costs for additional items such as superplasticizer, winter service, and minimum load charges being included in the unit price provided. In previous years, these additional charges were bid separately. The intent is to use the vendor that provides the lowest on the road cost for the City, as listed above. However, if the lowest on the road cost vendor does not have material available, the City will utilize the next lowest price vendor based on the lowest on the road cost.

BUDGET IMPACT: The various divisions budget sufficient funds in their respective line items to cover the cost of these materials.

SUPPORTING DOCUMENTS:

1. Bids sent to:
 - River City Supply (UCM)
 - Mill Creek Mining
 - Galesburg Builders Supply (UCM)
 - Roanoke Concrete Products
 - Tri-City Blacktop Inc.
 - Tazewell County Asphalt
 - McCarthy Improvement Company
 - Tickle Asphalt Company
 - Valley Construction Co.
 - McLean County Asphalt
 - Galena Road Gravel
 - Riverstone Group
 - Curran Contracting
2. Bid Tabulation and on-the-road cost

CITY OF GALESBURG

Public Works Department Memo

Operating Under Council- Manager Government Since 1957

Material Quotes for 2024

Bit. Hot Mix, PC Concrete, CA-6, Sand & CLSM

Project: 24-01003-62-GM

Bid Date: 12/6/2023

Attended by: Miller/Gavin

Bit. Hot Mix, PC Concrete, CA-6, Sand & CLSM			BIDDER NAME:		Tickle Asphalt Co. Ltd		Tazewell County Asphalt		Galesburg Builders Supply		River City Supply		Gunther Construction		Mill Creek Mining, Inc.		Roanoke Concrete Products		Galena Road Gravel	
Project: 24-01003-62-GM			BIDDER ADDRESS:		700 4th St. W		23497 Ridge Rd		816 N. Henderson St.		816 N. Henderson St.		816 N. Henderson St.		700 4th St. W		1275 Spring Bay Rd		PO Box 50	
Bid Date: 12/6/2023			CITY/STATE/ZIP:		Milan, IL 61264		East Peoria, IL 61611		Galesburg , IL 61401		Galesburg, IL 61401		Galesburg, IL 61401		Milan, IL 61264		East Peoria, IL 61611		Chillicothe, IL 61523	
Attended by: Miller/Gavin																			*Pickup in Galesburg	
QTY	UNIT	ITEM	2023 COST	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
900	TON	MFT - Course Aggregate CA-6 (Crushed White Stone) (Delivered)	\$20.19									\$23.00	\$20,700.00	\$33.00	\$29,700.00					
840	TON	MFT - HMA Surface Course "D" N50 (Picked Up)	\$75.00	\$75.00	\$63,000.00															
200	CY	MFT - CLSM Flowable Mix 2	\$66.75					\$94.25	\$18,850.00							\$82.25	\$16,450.00			
125	CY	MFT - CLSM Flowable Mix 4	\$88.00					\$92.63	\$11,578.75							\$82.25	\$10,281.25			
575	CY	MFT - PCC Class SI	\$110.75					\$161.25	\$92,718.75							\$138.50	\$79,637.50			
50	CY	MFT - PCC Class PP1	\$115.75					\$169.25	\$8,462.50							\$141.75	\$7,087.50			
60	CY	MFT - PCC Class PP2	\$125.75					\$177.25	\$10,635.00							\$159.75	\$9,585.00			
100	TON	non MFT - HMA Surface Course "D" N50 (Picked Up)	\$75.00	\$75.00	\$7,500.00	\$92.00	\$9,200.00			\$95.00	\$9,500.00									
225	TON	non MFT - High Performance Patching Mixture (Picked Up)	\$122.00	\$125.00	\$28,125.00			\$163.00	\$36,675.00											
200	TON	non MFT - Course Aggregate CA-6 (Crushed White Stone) (Delivered)	\$20.19									\$23.00	\$4,600.00	\$33.00	\$6,600.00					
100	CY	non MFT - PCC Class PP1	\$115.75					\$169.25	\$16,925.00							\$141.75	\$14,175.00			
50	CY	non MFT - PCC Class PP2	\$125.75					\$177.25	\$8,862.50							\$159.75	\$7,987.50			
25	TON	non MFT - Course Aggregate CA-6 (gravel or crushed) (Delivered)	\$22.00									\$23.00	\$575.00	\$33.00	\$825.00					
35	TON	non MFT - Mason Sand FA-9 (Delivered)	\$31.06									\$33.00	\$1,155.00			\$35.50	\$1,242.50			
50	TON	non MFT - Mason Sand FA-9 (Picked Up)	\$30.50					\$38.00	\$1,900.00							\$33.50	\$1,675.00			
200	TON	non-MFT - Fill Sand FA-1 (Delivered)	\$19.50									\$20.50	\$4,100.00			\$26.25	\$5,250.00			
100	TON	non MFT - Fill Sand FA-1 (Picked Up)	\$18.25					\$28.50	\$2,850.00							\$24.25	\$2,425.00	\$5.75	\$575.00	
50	TON	non MFT - Trench Backfill FA-6 (Delivered)	\$15.94									\$16.75	\$837.50			\$26.25	\$1,312.50			
50	TON	non MFT - Trench Backfill FA-6 (Picked Up)	\$18.25					\$21.50	\$1,075.00							\$24.25	\$1,212.50	\$5.75	\$287.50	
50	TON	non MFT - 3/8" Pea Gravel CA-16 (Delivered)	\$34.00									\$40.50	\$2,025.00			\$44.00	\$2,200.00			
50	TON	non MFT - 3/8" Pea Gravel CA-16 (Picked Up)	\$36.00					\$43.50	\$2,175.00							\$42.00	\$2,100.00	\$12.50	\$625.00	
40	TON	non MFT - Cold Patch (Emulsion) (Picked Up)	\$122.00	\$125.00	\$5,000.00			\$149.50	\$5,980.00											
150	CY	non MFT - CLSM Flowable Mix 2	\$66.75					\$94.25	\$14,137.50							\$82.25	\$12,337.50			
50	CY	non MFT - CLSM Flowable Mix 4	\$88.00					\$92.63	\$4,631.50							\$82.25	\$4,112.50			

Lowest on the road cost is highlighted for materials to be picked up

CITY OF GALESBURG

Material Quotes for 2024

Bit. Hot Mix, PC Concrete, CA-6, Sand & CLSM

Project: 24-01003-62-GM

Bid Date: 12/6/23

Lowest on the road cost - Asphalt and Aggregate										
Company	Bid price	Location	Miles	Time (Hrs.) Round Trip	Truck Cost	Labor Cost	Material Cost (9 tons/truck)	Total Cost	Cost/ton	Rank
Hot Mix Asphalt										
Tazewell County	\$92.00	East Peoria, IL	53	2.12	\$170.66	\$67.48	\$828.00	\$1,066.14	\$118.46	3
River City Supply	\$95.00	Galesburg, IL	5	0.20	\$16.10	\$6.37	\$855.00	\$877.47	\$97.50	2
Tickle Asphalt	\$75.00	Milan, IL	45	1.80	\$144.90	\$57.29	\$675.00	\$877.19	\$97.47	1
Patch - Emulsion										
Bldrs. Supply	\$149.50	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$1,345.50	\$1,354.49	\$150.50	2
Tickle Asphalt	\$125.00	Milan, IL	45	1.80	\$144.90	\$57.29	\$1,125.00	\$1,327.19	\$147.47	1
High-Performance Patching Mixture										
Bldrs. Supply	\$163.00	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$1,467.00	\$1,475.99	\$164.00	2
Tickle Asphalt	\$125.00	Milan, IL	45	1.80	\$144.90	\$57.29	\$1,125.00	\$1,327.19	\$147.47	1
Mason Sand FA-9										
Bldrs. Supply	\$38.00	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$342.00	\$350.99	\$39.00	2
Roanoke Concrete	\$33.50	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$301.50	\$310.49	\$34.50	1
Fill Sand - FA 1										
Bldrs. Supply	\$28.50	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$256.50	\$265.49	\$29.50	2
Roanoke Concrete	\$24.25	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$218.25	\$227.24	\$25.25	1
Galena Road Gravel	\$5.75	Chillicothe, IL	50	2.00	\$161.00	\$63.66	\$51.75	\$276.41	\$30.71	3
Trench Backfill - FA6										
Bldrs. Supply	\$21.50	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$193.50	\$202.49	\$22.50	1
Roanoke Concrete	\$24.25	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$218.25	\$227.24	\$25.25	2
Galena Road Gravel	\$5.75	Chillicothe, IL	50	2.00	\$161.00	\$63.66	\$51.75	\$276.41	\$30.71	3
Pea Gravel CA-16										
Bldrs. Supply	\$43.50	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$391.50	\$400.49	\$44.50	3
Galena Road Gravel	\$12.50	Chillicothe, IL	50	2.00	\$161.00	\$63.66	\$112.50	\$337.16	\$37.46	1
Roanoke Concrete	\$42.00	Galesburg, IL	2	0.08	\$6.44	\$2.55	\$378.00	\$386.99	\$43.00	2

	<u>GVW</u>	<u>Hrly. Rate</u>
Hrly Truck Rate	17690	\$80.50
Hrly Labor Rate		\$31.83

Calculation of hrly truck rate:

In 1 hr. the truck can drive 50 miles.

The truck gets 4 miles to the gallon

In 1 hr. the truck uses 12.5 gallons of fuel

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Annual approval of the City's Financial Policies.

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend approval of the updated City's Financial Policies.

BACKGROUND: Each year the City's Financial Policies are reviewed and updated where necessary to take account for changes in Generally Accepted Accounting Principles (GAAP), Government Audit Standards Board (GASB) and the budget process.

The current policies include a definition of the financial reporting entity, measurement focus and basis of accounting, operating revenue policies, operating expense policies, balance sheet policies, budget policies, capital improvement policies, vehicle replacement plan policies, building repair and maintenance plan policies, computer replacement plan policies, debt policies, federal funding in relation to OMB Uniform Guidance, pension policies, risk management policies, economic development fund and GASB 34.

On page 9, it is recommended to add the section *Use of Facsimile Signatures on Vendor and Payroll Checks*, which discusses the use of facsimile signatures on vendor and payroll checks. This section clarifies who the typical signers are and that the signers are approved by the City Council by resolution. It is recommended that no signer should have access to check stock or the check processing stage for accounts payable (vendors) or payroll payments.

On page 16, it is recommended to add the section *Petty Cash Policies*. Some of the departments such as Parks & Recreation and the Police Department utilize petty cash funds. This section provides guidance on the use, handling, and review of the petty cash funds held by departments.

On page 22, in the debt policies section, *Use of Long-Term Debt*, in order to meet spending deadlines when issuing long-term debt, it is recommended, prior to the issuance of the long-term debt, to identify the revenue source that will be used for the annual bond payments, the specific project(s) and estimated cost of the project(s), and the estimated length of time and spending plan of the debt proceeds.

BUDGET IMPACT: Sound financial policies help to ensure funds are spent and managed in the most cost-effective manner based on the services provided while ensuring the financial records are maintained in accordance with GAAP, Government Auditing Standards and state and federal laws.

SUPPORTING DOCUMENTS:

1. Financial Policies draft version with recommended changes



2023

Financial Policies—Red Lined

**City of Galesburg
Finance Department
55 West Tompkins Street
Galesburg, IL 61401
Approved December 18, 2023**

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Table of Contents

Table of Contents	1
FINANCIAL REPORTING ENTITY	5
MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND BASIS OF PRESENTATION	5
Fund Financial Statements	5
OPERATING REVENUE POLICIES	7
Property Tax Revenue	7
Other Tax Revenue	7
Restricted Revenues	8
Fees, Licenses, Permits and other Miscellaneous Items	8
Intergovernmental Assistance	8
Fees - Enterprise Funds	8
Fees - Internal Service Funds	8
Refund for Use of Recreation Services and/or Facilities	8
OPERATING EXPENDITURE POLICIES	9
Inventories	9
Payment to Vendors	9
Use of Facsimile Signatures on Accounts Payable and Payroll Checks	9
Payroll Costs and Compensated Absences	9
Capital Asset Expenditures/Expenses	9
Contingency	10
Administrative Fee Policy	10
Contributions to External Agencies	10
BALANCE SHEET POLICIES	11
Governmental Accounting Standards Board (GASB) Statement No. 54	11
Order of Spending of Funds	12
General Fund and Park & Recreation Fund Balance Policy	13
Debt Service – Assigning Fund Balance	14
Water Fund – Operating Cash and Investment Policy	14
Cash Reserve	14
Investments	14
Inventories	14
Capital Assets	14
Due To/Due From	16
Petty Cash Policies	16
Protection of Petty Cash	16
Accounting for Petty Cash Transactions	16
Petty Cash Advances	16
Audit of Petty Cash	16
BUDGET POLICIES	17
CAPITAL IMPROVEMENT POLICIES	17

VEHICLE REPLACEMENT PROGRAM	18
Contributions	18
Interest Allocations	18
Estimated Useful Lives	18
Estimated Replacement Costs	19
Replacement of Equipment & Vehicles.....	19
Pool Car.....	19
Documentation	19
BUILDING REPAIR & MAINTENANCE PROGRAM	19
Contributions	19
Interest Allocations	20
Estimated Useful Lives	20
Estimated Replacement Costs	20
Documentation	20
COMPUTER REPLACEMENT PROGRAM	20
Contributions	21
Interest Allocations	21
Estimated Useful Lives	21
Estimated Replacement Costs	21
Documentation	21
DEBT POLICIES	22
Notification of Reportable Events	22
Revenue Bonds	23
General Obligation Refunding Bonds, Series 2011C (Prior Taxable General Obligation Bonds, Series 2003)	24
FEDERAL FUNDING – OMB UNIFORM GUIDANCE	24
Implementation of OMB Uniform Guidance.....	24
OMB Uniform Guidance Documentation	24
Use of Federal Funds and Oversight of Federal Funding Projects	24
PENSION POLICIES	25
Pension Funding Policies.....	25
RISK MANAGEMENT POLICIES	26
Benefit Policy on Military Duty.....	26
Risk Management Fund	26
ECONOMIC DEVELOPMENT FUND	27
GASB 34	27
Table of Contents	1
FINANCIAL REPORTING ENTITY	3
MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND BASIS OF PRESENTATION	3
Fund Financial Statements	3
OPERATING REVENUE POLICIES	5
Property Tax Revenue	5
Other Tax Revenue	5
Restricted Revenues	5

Fees, Licenses, Permits and other Miscellaneous Items	6
Intergovernmental Assistance	6
Fees — Enterprise Funds	6
Fees — Internal Service Funds	6
Refund for Use of Recreation Services and/or Facilities	6
OPERATING EXPENDITURE POLICIES	6
Inventories	6
Payment to Vendors	7
Payroll Costs and Compensated Absences	7
Capital Asset Expenditures/Expenses	7
Contingency	7
Administrative Fee Policy	7
Contributions to External Agencies	8
BALANCE SHEET POLICIES	8
Governmental Accounting Standards Board (GASB) Statement No. 54	8
Order of Spending of Funds	10
General Fund and Park & Recreation Fund Balance Policy	10
Debt Service — Assigning Fund Balance	10
Water Fund — Operating Cash and Investment Policy	11
Cash Reserve	11
Investments	11
Inventories	11
Capital Assets	11
Due To/Due From	12
BUDGET POLICIES	12
CAPITAL IMPROVEMENT POLICIES	13
VEHICLE REPLACEMENT PROGRAM	13
Contributions	14
Interest Allocations	14
Estimated Useful Lives	14
Estimated Replacement Costs	14
Replacement of Equipment & Vehicles	14
Pool Car	15
Documentation	15
BUILDING REPAIR & MAINTENANCE PROGRAM	15
Contributions	15
Interest Allocations	15
Estimated Useful Lives	15
Estimated Replacement Costs	16
Documentation	16
COMPUTER REPLACEMENT PROGRAM	16
Contributions	16
Interest Allocations	16
Estimated Useful Lives	16

Estimated Replacement Costs	17
Documentation	17
DEBT POLICIES	17
Notification of Reportable Events	18
Revenue Bonds	19
General Obligation Refunding Bonds, Series 2011C (Prior Taxable General Obligation Bonds, Series 2003)	19
FEDERAL FUNDING — OMB UNIFORM GUIDANCE	19
Implementation of OMB Uniform Guidance	19
OMB Uniform Guidance Documentation	20
Use of Federal Funds and Oversight of Federal Funding Projects	20
PENSION POLICIES	20
Pension Funding Policies	21
RISK MANAGEMENT POLICIES	21
Benefit Policy on Military Duty	22
Risk Management Fund	22
ECONOMIC DEVELOPMENT FUND	22
GASB 34	22

FINANCIAL REPORTING ENTITY

The City of Galesburg (City) is a municipal corporation governed by a mayor and city council, which are elected by the public and have the exclusive responsibility and accountability for the decisions it makes. The City has the statutory authority to adopt its own budget, to levy taxes, and to issue bonded debt without the approval of another government. It has the right to sue and be sued, and has the right to buy, sell, lease, or mortgage property in its own name. The City is bound by Generally Accepted Accounting Principles (GAAP), Government Auditing Standards promulgated by the Governmental Accounting Standards Board (GASB), all applicable state statutes and the Office of Management and Budget (OMB) Uniform Guidance. All financial, reporting, and accounting policies will be reviewed and maintained in accordance with these requirements.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING AND BASIS OF PRESENTATION

The City of Galesburg implemented GASB 34 during fiscal year end March 31, 2002. GASB 34 requires government wide financial statements as well as fund financial statements. While the measurement focus and basis of accounting will remain the same for the fund financial statements, the government-wide statements will be completed using the flow of economic resources measurement focus and the full accrual basis of accounting. The financial policies outlined below are based on fund financial statements.

Fund Financial Statements

The accounts of the City are organized on a basis of funds. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance related legal and contractual provisions. A minimum number of funds are maintained consistent with legal and managerial requirements. General fixed assets and long-term liabilities of the City are reported in a separate GASB 34 Fund.

The City has the following funds:

Governmental Funds are used to account for the City's general government operating activities. Governmental fund types use the flow of current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting revenue is recognized when it becomes susceptible to accrual or "measurable and available." Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to pay liabilities of the current period.

Expenditures are recognized when the related fund liability is incurred, except for interest incurred but not yet payable on general long-term debt which is recognized when due, and certain compensated absences which are recognized when the liabilities are expected to be liquidated with available financial resources.

Property and personal property replacement taxes, special assessments, charges for services and interest are susceptible to accrual. Sales taxes collected and held by the state at year-end on behalf of the City are also recognized as revenue, to the extent they are received within 60 days of the fiscal year end.

Miscellaneous revenue items, which are not susceptible to accrual, are recognized only as they are received in cash.

Entitlements and grants are recognized as revenue at the time of receipt or earlier if susceptible to modified accrual criteria is met. Expenditure driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met and monies have been received during the fiscal year or within 60 days of the fiscal year end.

Governmental fund types include the general fund, special revenue funds, capital projects funds, debt service funds, and permanent funds. The funds are defined as follows:

- **General Fund**
The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
- **Special Revenue Funds**
Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. The restricted or committed proceeds of the specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources, such as investment earnings and transfers from other funds, also may be reported in the fund if those resources are restricted, committed or assigned to the specified purpose of the fund. The City should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in another fund type as the general fund, if the government no longer expects that a substantial port of the inflows will derive from restricted or committed revenue sources.
- **Capital Project Funds**
Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition of construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations or other governments.
- **Debt Service Funds**

Debt service funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

- **Permanent Funds**

Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations or other governments.

Proprietary Funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recognized at the time the liabilities are incurred.

Fiduciary Funds are used to account for assets held by the City in a trustee capacity or as an agent on behalf of others. The fiduciary funds include trust and agency funds.

OPERATING REVENUE POLICIES

The City will strive to maintain a diversified and stable revenue system to shelter the government from short-term fluctuations in any one-revenue source to ensure its ability to provide ongoing services.

The Finance Department will prepare and maintain both short and long-term revenue projections to be used for development of future projects and service opportunities and to identify future short falls in order to allow for time to develop alternate revenue sources.

Property Tax Revenue

Property taxes are recognized as a receivable at the time they are levied. Property taxes are levied each year on all taxable real property in the city. Property taxes are assessed in December and attach as an enforceable lien on the property as of the proceeding January 1. These taxes become due and collectible in June and September of the following year, and are collected by the county collector, who in turn remits to the City its respective share. The City receives these remittances approximately one month after the collection dates. Property tax revenue needs are addressed using a target rate and in monitoring un-collectable amounts.

Other Tax Revenue

All other tax revenue is recognized when measurable and available. Accounts receivable accounts are adjusted at year-end according to tax amounts received during the fiscal year or relating to that fiscal year and received within 60 days of the fiscal year end.

Restricted Revenues

The City receives and will aggressively pursue many types of restricted funds. These revenues shall be used only for the purposes legally permissible and in a fiscally responsible manner. All federally funded grant revenues will be spent and managed in accordance with Office of Management and Budget (OMB) Uniform Guidance. Acceptance of these types of funds will include a review of matching fund requirements, related operating expenditures, the length of the program and consequential disposition of the program. All grant revenue is recognized when the actual expenditure financed by the grant is made. Other restricted revenue is recorded when measurable and available.

Fees, Licenses, Permits and other Miscellaneous Items

All fees for licenses, permits, fines, and other miscellaneous charges shall be set to recover related costs and are recognized when measurable and available. These fees shall be reviewed and adjusted accordingly during the annual budget process.

Intergovernmental Assistance

Intergovernmental assistance will be used to finance only those items that are consistent with approved capital improvement plans and/or other approved programs/agreements. Intergovernmental revenue is recognized when measurable and available.

Fees - Enterprise Funds

Enterprise fund fees and rates will be reviewed annually through the budget process. All charges and fees will be set to ensure all costs of providing those services are provided for including related debt obligations and depreciation of property and equipment.

Fees - Internal Service Funds

Internal Service fund fees charged to various City funds and departments will be reviewed annually during the budget process to ensure all costs of providing those services are provided for including related debt obligations and depreciation of property and equipment.

The amounts paid for past claims, the number of employees by department and fund and reserve requirements are some of various factors which may be used as the basis for estimating fees paid to the Risk Management Fund (see Risk Management Policies).

Refund for Use of Recreation Services and/or Facilities

When refunds for the use of recreation facilities or services are permitted and approved by the department head, in order to cover expenses which are incurred in processing the refund, the amount submitted back to the customer will be reduced by 10 percent of the amount collected for the service and/or facility. The refund will be submitted to the customer through ACH and credited to the customer's bank account.

OPERATING EXPENDITURE POLICIES

The City will conduct business by following a sound cash management policy employing a pay-as-you-go basis. All attempts will be made to reduce costs where appropriate. All current operating, maintenance, depreciation, direct and indirect costs will be funded through the use of current revenues. All operating expenditures will be approved by City Council as they become payable. See Fund Balance Policies for acceptable uses of fund balance reserves.

Inventories

Miscellaneous inventories maintained by the City will be recognized as expenditures at the time of consumption rather than at the time of purchase. All items and services received prior to year-end will be recognized during that fiscal year as expenditures.

Payment to Vendors

In order to decrease costs in processing vendor payments, the City will require payments to vendors through ACH or automatic credit to the vendor's checking or savings account. By utilizing ACH, the City can reduce the cost for check stock, avoid the need and costs to reissue lost checks, reduce stop payment fees for lost checks and decrease staff time in the task of bank reconciliation.

Use of Facsimile Signatures on Accounts Payable and Payroll Checks

A facsimile signature means the reproduction by engraving, imprinting, stamping, or other means of the manual signature of an authorized signatory. The City uses a facsimile stamp with three signatures that is honored by the City's designated financial institution. By resolution, the City Council will authorize the City's designated financial institution to honor any City check showing the actual signature or facsimile signature with the following persons: the mayor; the city clerk; and the city treasurer. If one or more of these positions becomes vacant, the City Council will name and authorize another City representative to fulfill the requirement to be a designated signer. Any authorized check signer should not have access to the physical checks nor the ability to the check processing stage for accounts payable or payroll payments.

Payroll Costs and Compensated Absences

All payroll costs will be based on Council approved salary ordinances, union contracts, and personnel policies. It is the policy of the City to permit employees to accumulate earned but unused vacation and sick leave benefits. Those benefits expected to be liquidated with expendable available financial resources of the governmental funds are reported as expenditures and a fund liability of the fund that will pay it. Amounts not expected to be liquidated with expendable available financial resources are reported in the government-wide GASB 34 Fund. Proprietary funds recognize the expense when the benefits vest and are accrued.

Capital Asset Expenditures/Expenses

All capital asset purchases by governmental funds are accounted for and budgeted as expenditures at the time of their acquisition. Proprietary fund acquisitions are capitalized with depreciation used as the tool to recognize the related expense. All attempts will be made to fund

the purchase and maintenance of capital assets with current revenues. Depreciation will be used as a tool to estimate replacement needs for current and future fiscal years. Operating and capital leases and other miscellaneous financing opportunities will be addressed at the time of purchase to ensure the assets are acquired using the most cost-effective method.

Contingency

In order to protect the services provided by the City; a contingency in an amount designated by City Council will be built into the operating budget. This amount is budgeted for purpose of providing for non-recurring unanticipated expenditures. During the budget process, Administration will recommend a budget amount, at the minimum, of one percent of the budgeted revenue amount. Every attempt will be made to keep the contingency to a minimum. This amount is independent of the fund balance reserve amounts and will not be used as such.

Administrative Fee Policy

Enterprise and Internal Service Funds are required, by GAAP, to be self-supporting. The City uses personnel paid for in the General Fund to assist in the administration of the Enterprise Fund activities. Because the General Fund provides this assistance, an administrative fee is charged to the fund to cover these costs. The purpose of the fee is to ensure the funds are self-supporting. The fee will be calculated to reflect a percentage of indirect/direct costs associated in the General Fund. The calculation will be based on the most recent full year completed during the budget process. The indirect/direct cost approach was initially utilized in fiscal year 2012 to determine the administrative fee from the Water Fund to the General Fund. The indirect/direct cost approach was initially utilized in fiscal year 2013 to determine the administrative fee to the General Fund for the Refuse Fund. Administrative fees are considered a quasi-external transaction for accounting purposes meaning that the transactions are treated as revenues and expenditures if they would have involved organizations external to the government unit and not as transfers.

Contributions to External Agencies

In order to benefit the community and its residents and visitors, the City Council may approve an expenditure to contribute funds and/or resources to an external agency in order to allow that agency to accomplish its goal and/or mission. If an expenditure is approved, prior to releasing the funds and/or resources to the external agency, the agency must provide in writing how the funds/resources will be utilized by the agency. This will allow the City to record the community benefit offered to the community by the agency with the assistance of funds/resources received by the City.

If an external agency is approved to receive funding by the City, the following requirements will need to be addressed by the external agency:

1. Submit an invoice for payment requesting the amount awarded to the agency and a due date which serves as an invoice for audit purposes.
2. Complete
 - a. A W-9 Form

- b. An External Agency Agreement
3. Submit the invoice, W-9, and External Agency Agreement to the City of Galesburg Administration Office.
4. Include the City of Galesburg, and its logo where possible, as a sponsor on any advertising or promotional items for the event.

BALANCE SHEET POLICIES

Governmental Accounting Standards Board (GASB) Statement No. 54

In February 2009, the GASB issued statement number 54, ***Fund Balance Reporting and Governmental Fund Type Definitions***, which requires the City to make certain decision regarding the use of resources and classifications of ending fund balance in order for the annual financial reports (audits) to be in compliance with generally acceptable accounting principles (GAAP). Fiscal year 2011 was the first year the City was required to and implemented GASB 54. The intent of GASB 54 is to improve the usefulness of the amounts reported in ending fund balances on the year-end financial reports by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing government fund type definitions.

With GASB 54, a hierarchy of fund balance classifications has been created. These classifications are based primarily on the extent to which governments are bound by the constraints placed on resources reported in those funds. This approach is intended to provide users more consistent and understandable information about a fund's new resources. Previously, the City reported fund balances that were reserved, designated or unreserved. With the implementation of GASB 54, there are five categories required for ending fund balances:

Nonspendable Fund Balance

- Amounts that cannot be spent due to form that are in either short term or longer term; for example, inventories and prepaid amounts. Also, long-term loan and notes receivables, and property held for resale would be reported here unless the proceeds are restricted, committed or assigned.
- Amounts that must be maintained intact legally or contractually such as principal of a permanent fund.

Restricted Fund Balance The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

- The portion of a Governmental Fund's fund balance that is subject to external enforceable legal purpose restrictions as to what the fund balance can be spent on.

Committed Fund Balance The *committed* fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority.

- Action would be required by the same group to remove or change the constraints placed on the resources.
- Action to constrain the resources must occur prior to yearend; however, the amount can be determined in the subsequent period.

Assigned Fund Balance Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed.

- The portion of a Governmental Fund's balance to denote management's intended use of resources
- For all governmental funds other than the general fund, any remaining positive amounts not classified as nonspendable, restricted or committed.
- For the general fund, amounts constrained for the intent to be used for a specific purpose by a governing board or body or official that has been delegated authority to assign amounts. Amount reported as assigned should not result in a deficit in unassigned fund balance.

Unassigned Fund Balance *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Governments are required to disclose information about the processes through which constraints are imposed on amounts in the committed and assigned classifications

- Available expendable financial resources in a governmental fund that are not the object of a tentative management plan (i.e., assigned).
- For the general fund, amounts not classified as nonspendable, restricted, committed or assigned. The general fund is the only fund that would report a positive amount in unassigned fund balance.
- For all governmental funds other than the general fund, amount expended in excess of resources that are nonspendable, restricted, committed or assigned (a residual deficit). In determining a residual deficit, no amount should be reported as assigned. Positive unassigned fund balance can only be reported in the General Fund.

Note: In non-governmental funds (e.g., water fund); management may decide to "assign" funds for a specific purpose. This will be done as an internal budgeting procedure rather than as a formal accounting entry.

Order of Spending of Funds

The City will spend the most restricted dollars before less restricted, in the following order:

Restricted
Committed
Assigned
Unassigned

The Director of Finance and Information Systems will determine if a portion of fund balance should be assigned.

General Fund and Park & Recreation Fund Balance Policy

To maintain the City's ability to provide services during emergencies and unexpected declines in the economy, the City will maintain a General Fund unassigned fund balance of 16 weeks, or approximately 30 percent of operating expenses. In 2015, the special revenue fund, Parks and Recreation, was established to record revenues and expenditures for City recreation and park sites. The Park and Recreation Fund must maintain, at a minimum, 3 weeks or 5 percent of operating expenditures of the divisions within the fund. The fund balance shall be exclusive of all other reserves and contingencies and shall be reported as assigned.

The use of these funds shall be limited to emergencies and unexpected declines in the economy. The use of fund balance to cover unexpected declines in the economy will be temporary pending identification of new revenue sources or a reduction of services. Should the balance fall below the minimum fund balance level, a plan will be submitted to City Council for building the fund balance to the appropriate level. Such a plan would include the time frame needed to replenish the fund balance.

After the review and confirmation from the external audit firm that excess General Fund unassigned fund balance will result for the audited fiscal year, the Director of Finance and Information Systems, upon approval by the City Manager, shall annually transfer any General Fund unassigned fund balance in excess of the required fund balance amount to the following liabilities and/or funds in the following order:

1. Police and fire public safety pension funds. If during the most recent completed fiscal year, the police and fire pension funds were not fully funded to the annual pension funds' actuarial firm's recommended contribution amount, the difference between the recommended contribution and provided contribution will be submitted to the public safety pension funds. If the excess amount of unassigned fund balance is not sufficient to fulfill the full requirement of the actuarial recommended contribution for both public safety pension funds, the excess funds will be divided equally and submitted to each of the pension funds or if applicable, only up to a pension fund's recommended actuarial amount with the remaining amount being provided to the other pension fund and only up to the actuarial firm's recommended contribution amount for that pension fund.
2. City replacement programs. If there is any remaining excess unassigned fund balance available after the payments are made to the public safety pension funds, and if the three City replacement funds, computer, vehicle and building replacement programs, were not fully funded during the most recent completed fiscal year, the remaining excess funds will be distributed equally to the replacement program funds, only to the point that the replacement program is fully funded with the remaining amount being provided to the remaining replacement program fund(s) and only, if applicable, up to the replacement program fund(s) being fully funded.

3. Remaining excess unassigned funds. After the public safety pension funds and the City's replacement programs have been fully funded for the most recent audited year, the remaining unassigned fund balance that is in excess of the required unassigned fund balance to be held per the fund balance policy shall be transferred to the Planning Fund which was established in fiscal year 2007. The Planning Fund balance shall be held and utilized for future needs of the City, including capital improvements, economic development; long-range planning or one-time expenditures that do not increase the City's operating expenses.

Debt Service – Assigning Fund Balance

It is also the policy of the City to assign a portion of Fund Balance in the amount of debt service payments for revenue bonds and/or for general obligation alternate revenue source for governmental debt for the following year. These funds may be assigned in the General Fund, Economic Development Fund or the fund in which the debt will be paid from in the following year.

Water Fund – Operating Cash and Investment Policy

This policy shall apply to the City's Water Fund. The policy shall address the minimum amount of operating cash and investment which shall be set aside for operations. The minimum operating cash and investments shall be 30 percent of the current annual budgeted expenses for the Water Fund.

Cash Reserve

The average amount of expenditures over a 12-month period will be computed annually. At a minimum, 1/12 of the amount will be held as liquid cash through the use of IL Funds or other short-term investments as deemed appropriate. All other cash shall be invested using a sound cash management policy and in accordance with the Council approved investment policy.

Investments

The City shall invest all idle cash 100 percent of the time in accordance with the Council approved investment policy. In accordance with GASB, all investments will be reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. Mortgages are valued on the basis of future principal and interest payments and are discounted at prevailing interest rates for similar instruments. Investments that do not have an established market are reported at estimated fair value.

Inventories

Inventories are valued at cost using the first in first out (FIFO) method. The costs of governmental fund type inventories are recorded as expenditures when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental or business-type columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost in excess of the following and an estimated useful life in excess of five years.

Asset Class	Capitalization Threshold
Land	\$ -
Building & Land Improvements, Infrastructure	50,000
Intangible Assets	50,000
Vehicles, Machinery, Furniture & Equipment	25,000
Works of Art, Historical Artifacts	25,000

Capital assets purchased by governmental funds are accounted for as expenditures of the funds at the time of their acquisition and are then capitalized at cost in the government-wide financial statements. Donated assets in the governmental and enterprise funds are capitalized at the estimated fair value at the date of the donation. Depreciation is computed by the straight-line method over the estimated useful lives of the respective government and enterprise fund assets. Sales of capital assets are recognized as revenue at the time of the sale. Interest costs incurred before the end of a construction period of a capital asset will not be capitalized and will be recognized as an expenditure or expense in the period in which the cost is incurred. Infrastructure assets are capitalized in the government-wide financial statements. The cost of normal maintenance and repairs, including street overlays, which do not add to the value of the asset or materially extend the assets' lives are not capitalized.

The estimated useful lives of each fixed asset types are as follows:

Description	Years
Land Improvements	10-50
Buildings & Improvements	8-50
Machinery & Equipment	3-30
Streets & Roads	20-40
Brick Streets	50
Water Mains	100
Bridges	60
Asphalt Sidewalk	25
Brick Sidewalk	50
Concrete Sidewalk	40
Traffic Signals	40
Metal Street Lighting	20
Concrete Street Lighting	60
Dams	70

See Capital Improvement Policies for further information relating to property and equipment.

Due To/Due From

Due to/Due from: A separate due to and due from account will be maintained where necessary. The balances of these accounts will be addressed on a consistent basis with the balances paid off where appropriate.

Petty Cash Policies

Under certain circumstances, a petty cash fund may be authorized as a means of making limited recurring or small emergency purchases for divisions or departments. The Director of Finance will receive and review requests for the establishment of petty cash funds.

Protection of Petty Cash

Access to cash funds must be restricted to designated division staff only. All cash and sales slips, receipts, or other applicable documents of the fund should be secured and safeguarded in a secured lock box and placed in a locked desk, locked cabinet, or locked safe whenever not in use. Petty cash funds must never be commingled with other cash funds, personal funds, miscellaneous cash receipts, or collected revenue of any type. In the event of a theft of petty cash funds, the designated staff should immediately notify the division/department head and the Director of Finance.

Accounting for Petty Cash Transactions

Proper accounting for petty cash requires that approved staff make payments for authorized expenditures only, obtain receipts, and record expenditures. Each petty cash expenditure requires a completed and signed Petty Cash Voucher form. Petty cash expenditures are subject to all City policies, procedures and practices relative to proper expenses, authorization, accounting and documentation. An original sales slip, cash register tape, or other receipt must be attached to the Petty Cash Voucher for each expenditure. Each Petty Cash Voucher must be approved by the appropriate division/department head.

Petty Cash Advances

With the approval of the division/department head, a cash advance can be made from the fund to the purchaser prior to purchase if it is intended that the purchaser pay the vendor and secure reimbursement from the fund upon presentation of a receipt. In such a case, the purchaser must sign a receipt which is marked "Advance for Purchase" with detail information of the purchaser's name, amount received and description of the intended purchase. The signed advance form should then be placed in the fund box. Upon completion of the purchase, and when a receipt is presented by the purchaser, the advance is marked "canceled" and is also attached to the petty cash form, along with the receipt, applicable to the purchase.

Audit of Petty Cash

The department head or a division head or supervisor within the department that is designated by the department head, who is not responsible for the daily management of the petty cash, will

periodically make an unannounced audit of the fund. The petty cash auditor should record all unannounced audits and, when requested, should provide the documentation of the unannounced audits. The designated staff is to ensure that the total amount of the petty cash fund equals the cash on hand plus any unreimbursed amounts, therefore, the department petty cash fund is required to be counted daily. The designated staff who is managing the petty cash is to ensure that the fund is always balanced and available for audit.

BUDGET POLICIES

The City's annual budget is adopted on a basis consistent with generally accepted accounting principles for all governmental funds. All appropriations lapse at fiscal yearend.

Development of the annual budget begins in April and follows the municipal budget system as defined by State Statutes. The municipal budget system is a well-rounded comprehensive approach to budgeting. The State Statutes require the budget to be completed in a financially sound manner and in conformity with a chart of accounts. The budget is prepared by fund, function, department and division. For example, fund (General); function (public safety); department (police); division (communications and records).

A one-year balanced budget is prepared annually and formally adopted by City Council. The budget process includes an update of capital improvement plans, an update of the City's financial policies, strategic planning sessions and public hearings.

Department Heads manage their departmental budgets on a division level and in a fiscally responsible manner. During the financial and annual audit review of the financial reports for the divisions, the review is at the division level budget as a whole and not at the account number or line item level of the division budget. Budget to actual performance is reviewed and measured at both the department and division level by the Director of Finance. When a division is over budget as a whole, City Council will approve all needed budget adjustments for the specific division.

Encumbrance accounting is employed in all funds. Encumbrances at year-end are closed and where necessary presented to City Council during the subsequent budget year as a budget adjustment.

CAPITAL IMPROVEMENT POLICIES

Capital improvement plans shall be updated annually and incorporated into the budget. The capital improvement plans are planning documents and do not authorize or fund projects.

Capital projects will be prioritized according to the following guidelines:

1. The extent to which the project addresses a health or safety need.
2. The extent to which the project accomplishes essential preventative maintenance.
3. The extent to which the project utilizes matching funds.
4. The extent to which the project achieves a beneficial cost/benefit ratio.
5. The extent to which the project enhances development opportunities.
6. The extent to which the project addresses a critical community recreational need.

Replacement of capital outlay items shall be timed at fairly stable intervals so as not to spend excessively in one year and restrictively in the next.

Standards of maintenance to adequately protect the City's capital investments shall be developed and periodically updated. The annual budget will be prepared to meet established maintenance schedules.

VEHICLE REPLACEMENT PROGRAM

The purpose of the Vehicle Replacement Program is to plan for and provide the means for the replacement of all City owned vehicles and equipment.

Contributions

Those departments and divisions who use the vehicles and equipment included in the Vehicle Replacement Fund will make contributions.

Contributions will be calculated during the budget season by the Finance Department staff. The contribution amounts will be communicated to Department Heads for inclusion in their budget requests.

Contributions will be calculated using a straight-line method based on the remaining estimated useful life of the fleet and the estimated replacement cost of the fleet.

Interest Allocations

Interest earned in the Vehicle Replacement Program will be allocated at the end of each fiscal year based on the division's cumulative contributions.

Estimated Useful Lives

The estimated useful lives used for equipment and vehicles will be standardized where appropriate.

Estimated useful lives may be increased if the equipment continues to be reliable and cost effective to own or decreased if the cost of maintaining the equipment becomes prohibitive. These changes should be requested in the form of a recommendation to the Director of Finance based on the expertise of the Garage Superintendent and the approval of the Department Head

responsible for the equipment or vehicle. Changes to the useful lives on the specific equipment will be noted during the budget process.

Estimated Replacement Costs

The replacement costs of the fleet will be based on cost and value factors related to the equipment. During the budget process, equipment values will be reviewed and, when appropriate, updated replacement costs will be based on the City's experience with recent purchases, and/or vendor information, and/or current trending replacement costs.

Replacement of Equipment & Vehicles

The entire City fleet will be standardized as much as is reasonable. Standard specifications will be developed and maintained by the Garage Superintendent. The replacement of equipment and vehicles will be made based on like unit for like unit.

Department and division input will be considered during the budgeting process. Any change in the type of vehicle and/or equipment that results in an increase in the replacement cost of the equipment will require approval by the Department Head, Director of Finance and ultimately City Council through their approval of the Vehicle Replacement Fund budget. All changes should be requested during the budget process to ensure proper contribution amounts are budgeted.

All equipment and vehicles purchased will be bid based on the bid guidelines established in City Ordinances. The following items will be considered during the development of the specifications for the bid process: lease versus purchase, optimum replacement point and the trade value of equipment or vehicles handed down to other departments.

Pool Car

For purposes of minimizing liability and travel expenditures a pool car will be kept and maintained by the Central Garage. City employees will be asked to use the car, when it is available, for all travel outside City limits. Use of the car will be scheduled by the Central Garage and will be scheduled on a first come first serve basis. Out of town travel will be given priority over those that need the car for in town travel. Each division will be charged for miles used based on the effective IRS rate paid.

Documentation

The Finance Department will maintain documentation of actual contributions made during the prior and current fiscal years.

BUILDING REPAIR & MAINTENANCE PROGRAM

The purpose of the Building Repair & Maintenance Program is to plan and prepare for future capital improvements to City owned buildings.

Contributions

Contributions will be made by the departments and divisions who are responsible for maintaining city owned buildings.

Contributions will be calculated during the budget season by the Finance Department staff. The contribution amounts will be communicated to Department Heads for inclusion in their budget requests.

Contributions will be calculated using a straight-line method based on the remaining estimated useful life of the capital improvement.

Interest Allocations

Interest earned in the Building Repair and Maintenance Program will be allocated at the end of each fiscal year based on the division's cumulative contributions.

Estimated Useful Lives

The estimated useful lives used for capital improvements will be standardized where appropriate. Estimated useful lives may be increased if the structure or system is in good or acceptable condition or decreased if the cost of maintaining the structure or system becomes prohibitive. These changes will be requested in the form of a recommendation to the Director of Finance based on the expertise of the Purchasing Agent and the approval of the Department Head responsible for the structure or system. Changes to the useful lives will be noted during the budget process.

Estimated Replacement Costs

The replacement costs of the improvements will be based on cost and value factors related to the improvements. During the budget process, improvement costs will be reviewed and, when appropriate, updated replacement costs will be based on vendor information and/or current trending replacement costs.

Department and division input will be considered during the budgeting process. Any change in the type of improvement that results in an increase in the replacement cost of the improvement will require approval by the Department Head, Director of Finance and ultimately City Council through their approval of the budget. All changes should be requested during the budget process to ensure proper contribution amounts are budgeted.

All improvements will be bid based on the bid guidelines established by City Ordinances.

Documentation

The Finance Department will maintain documentation of actual contributions made during the prior and current fiscal years.

COMPUTER REPLACEMENT PROGRAM

The purpose of the Computer Replacement Program is to plan and provide for the replacement of computer hardware and software.

Contributions

Contributions will be made by the departments and divisions who use the computer hardware and software.

Contributions will be calculated prior to budget season by the Finance Department staff. The contribution amounts will be communicated to Department Heads for inclusion in their budget requests.

Contributions will be calculated using a straight-line method based on the remaining estimated useful life of the capital improvement.

Interest Allocations

Interest earned in the Computer Replacement Program will be allocated at the end of each fiscal year based on the division's cumulative contributions.

Estimated Useful Lives

The estimated useful lives used for computer hardware and software will be standardized where appropriate.

Estimated useful lives may be increased if the equipment or software continues to be reliable and cost effective to own or decreased if the cost of maintaining the equipment or software becomes prohibitive. These changes will be requested in the form of a recommendation to the Director of Finance based on the expertise of the Network Administrator and the approval of the Department Head responsible for the computer equipment and software. Changes to the useful lives will be noted during the budget process.

Estimated Replacement Costs

The replacement costs of the equipment will be based on cost and value factors related to the equipment. During the budget process, equipment will be reviewed and, when appropriate, updated replacement costs will be based on vendor information and/or current trending replacement costs

Department and division input will be considered during the budgeting process. Any change in the type of computer hardware or software that results in an increase in the replacement cost of the hardware or software will require approval by the Department Head, Director of Finance and ultimately City Council through their approval of the budget. All changes should be requested during the budget process to ensure proper contribution amounts are budgeted.

All improvements will be bid based on the bid guidelines established by City Ordinances.

Documentation

The Finance Department will maintain documentation of actual contributions made during the prior and current fiscal years.

DEBT POLICIES

The City of Galesburg shall use long-term debt for capital projects that cannot be financed using current revenues within the Revenue Policy guidelines.

Debt financing shall generally be limited to one-time capital improvement projects and only under the following circumstances:

1. The project's useful life will exceed the term of the financing.
2. The project's revenue or specific resources will be sufficient to service the debt.
3. The project will benefit the citizens of Galesburg.
4. Debt financing shall not be appropriate for any recurring purpose.

Tax anticipation debt will be retired annually, and bond anticipation notes will be retired within six months of the completion of the project.

Refunding bonds may be authorized by the City Council provided such refunding does not result in an increase in the interest rate and does result in a savings over the life of the bonds.

The City shall maintain good communications with bond rating agencies about its financial condition. The City will follow a policy of full disclosure on every financial report and bond prospectus.

A debt analysis will be maintained annually by the Director of Finance and will encompass all debt of the City including but not limited to:

1. The source of funding for all City debt.
2. Current and future debt capacity analysis.
3. A contingency debt plan should any of the funding sources become unavailable in the foreseeable future.
4. Compliance with all City debt policies and covenants.

Notification of Reportable Events

On August 20, 2018, the Securities and Exchange Commission (SEC) amended Rule 15c2-12. Based on the rule, there are sixteen reportable events for which an issuer must provide notice to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website. In a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events will be required for:

- 1) Principal and interest payment delinquencies
- 2) Non-payment related defaults if material

- 3) Unscheduled draws on debt service reserves reflecting financial difficulties
- 4) Unscheduled draws on credit enhancements reflecting financial difficulties
- 5) Substitution of credit or liquidity providers, or their failure to perform
- 6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- 7) Modifications to rights of security holders, if material
- 8) Bond calls, if material, and tender offers
- 9) Defeasances
- 10) Release, substitution, or sale of property security repayment of the securities, if material
- 11) Rating changes
- 12) Bankruptcy, insolvency, receivership, or similar event of the organization
- 13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14) Appointment of a successor or additional trustee or the change of name of a trustee, if material
- 15) For new bond issues, as of February 27, 2019, incurrence of a financial obligation of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- 16) For new bond issues, as of February 27, 2019, default, event of acceleration, termination event, modification of terms, or other similar events, under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

The following table provides continuing disclosure undertaking requirements for different types of issuance scenarios.

New Issuance Is	Continuing Disclosure	Notes
Sold directly to bank	No	Generally
Less than \$1M	No	
At least \$1M and issuer has < \$10M of debt	Yes	• Audited financial statements • Reportable events
At least \$1M and issuer has > \$10M of debt	Yes	• Annual financial report • Audited financial statements • Reportable events

Revenue Bonds

New revenues sources should not be pledged towards a bond issue until there is a historical trend that establishes the credit worthiness of the revenue stream.

The City will increase any related rate in order to attain the revenue necessary to achieve the required coverage ratio specified in the related revenue bond ordinance.

General Obligation Refunding Bonds, Series 2011C (Prior Taxable General Obligation Bonds, Series 2003)

Per Resolution 03-2007, approved March 3, 2003, the funds derived from the one-quarter percent (.25%) increase in the home rule tax approved on March 3, 2003, shall be used for the payment of debt service on the general obligation bonds for the Galesburg Business Park located between the city of Galesburg and the city of Knoxville.

On September 6, 2011, City Council approved the issuance of the Taxable General Obligation Refunding Bonds, Series 2011C, which refunded the Taxable General Obligation Series 2003 Bonds. The one-quarter percent increase in the home rule tax, approved in March 2003, will be utilized for the payment of the debt service on the general obligation bonds for the Galesburg Business Park located between the City of Galesburg and the City of Knoxville.

FEDERAL FUNDING – OMB UNIFORM GUIDANCE

Implementation of OMB Uniform Guidance

In December 2013, the US Office of Management and Budget (OMB) issued comprehensive grant reform rules titled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” With the issuance, important updates were made to specific areas of Uniform Guidance. Procurement is one of the areas that had significant changes. All 2016 and later single audits will be performed only under the Uniform Guidance requirements.

OMB Uniform Guidance Documentation

The Purchasing Agent will have documented procurement procedures that will reflect federal law, Uniform Guidance standards and any state regulations. The department receiving federal funds will follow the procurement steps and activities required to be completed when using federal funds with the oversight of the Purchasing Agent. The procurement steps will be documented and all documentation applicable to the procurement and to following the procurement steps shall be provided to the Purchasing Agent. This includes requests for federal funding, correspondence for notice of award and formal agreements. The Purchasing Agent will work with the department in determining the basis for the type of procurement, contract type, and the basis for the contractor selection and price.

Use of Federal Funds and Oversight of Federal Funding Projects

The City department and divisions will focus on the most economical solution during the procurement process and must avoid using federal funds for the acquisition of unnecessary items. The departments and divisions are encouraged to consider the use of shared services and intergovernmental agreements to foster greater economy and efficiency. The division or

department that is the recipient of the federal awards must maintain an appropriate level of oversight to ensure that contractors perform in accordance with the terms of their contract. The City departments and divisions should work closely with the Purchasing Agent to ensure compliance is met.

PENSION POLICIES

In 2012, The GASB approved two standards that substantially improves the accounting and financial report of public employee pensions by state and local governments. Statement No. 67, *Financial Reporting for Pension Plans*, revised and established new financial reporting requirements for most governments that provide their employees with pension benefits.

The new standards improved the way state and local governments report their pension liabilities and expenses, resulting in a more faithful representation of the full impact of these obligations. Other improvements include net pension liabilities will be reported on the balance sheet, providing citizens and other users of financial reports with a clearer picture of the size and nature of the financial obligations to current and former employees for past services rendered.

Pension plans are distinguished for financial reporting purposes in two ways. First, plans are classified by whether the income or other benefits that the employee will receive at or after separation from employment are defined by the benefit terms (a defined benefit plan) or whether the pensions an employee will receive will depend only on the contributions to the employee's account, actual earnings on investments of those contributions, and other factors (a defined contribution plan).

In addition, defined benefit plans are classified based on the number of governments participating in a particular pension plan and whether assets and obligations are shared among the participating governments. Categories include plans where only one employer participates (single employer); plans in which assets are pooled for investment purposes, but each employer's share of the pooled assets is legally available to pay the benefits of only its employees (agent employer); and plans in which participating employers pool or share obligations to provide pensions to their employees and plan assets can be used to pay the benefits of employees of any participating employer (cost-sharing employer).

Pension Funding Policies

The City should have a pension funding policy that is based upon an actuarially determined annual required contribution (ARC), and that meets the following five policy objectives in an integrated way. The City will need to strike a balance between competing objectives and determine the most appropriate time frame in which to meet its goals.

- **Actuarially Determined Contributions.** A pension funding plan should be based upon an actuarially determined annual required contribution (ARC) that incorporates both the cost of benefits in the current year and the amortization of the plan's unfunded

actuarial accrued liability. To achieve or exceed the required State statute level of funding by the required date, the City will commit to funding the pension funds, at a minimum, at or between the State actuarial level and the actuarial firm's recommended contribution amount.

- **Funding Discipline.** The City will make a commitment to make timely, actuarially determined contributions to the retirement system to ensure that sufficient assets are available for all current and future retirees. Unless another source of funding is available, funding will be derived from the property tax levy specifically dedicated for the purpose of funding the pensions. When the designated property tax or, if applicable, another other source of revenue is received by the City, the funds will be transferred in a timely manner to the corresponding pension funds.
- **Intergenerational equity.** Annual contributions should be reasonably related to the expected and actual cost of each year of service so that the cost of employee benefits is paid by the generation of taxpayers who receives services from those employees.
- **Contributions as a stable percentage of payroll.** Contributions should be managed so that the City's costs remain consistent as a percentage of payroll over time.
- **Accountability and transparency.** Clear reporting of pension funding should include an assessment of whether, how, and when the plan sponsor will ensure sufficient assets are available for all current and future retirees.

RISK MANAGEMENT POLICIES

The City is exposed to various risks related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the City is self-insured and carries supplemental commercial insurance. To provide essential and effective protection against catastrophic loss, the City maintains an internal service fund, the Risk Management Fund.

Benefit Policy on Military Duty

Federal and State laws require the City to continue to provide health insurance coverage to an employee for the duration of his active military service under the same terms and conditions as applied while an active employee of the City.

Risk Management Fund

The Risk Management Fund will account for general liability, property, worker's compensation insurance, and unemployment claims. Each year, an analysis will be completed by the City Attorney/Administrative Services Director regarding the status of the insurance plans and fees charged to participating divisions. The City will strive to accumulate retained earnings to serve as a reserve base on recommendations made by the City Attorney/Administrative Services Director or third-party administrators. This amount will be computed during the annual budget process. A reserve of retained earnings is deemed necessary to protect the City from catastrophic events. A contingent liability will be recognized and maintained on the books for claims incurred but not

paid. The liability will be based on past claim history and information provided by the City Attorney/Administrative Services Director or third-party administrators.

ECONOMIC DEVELOPMENT FUND

On March 3, 2003, the City Council approved to increase the Home Rule Municipal Retailers Occupation Tax and the Home Rule Municipal Service Occupation Tax (together commonly referred to as the sales tax), from three-quarter percent (.75%) to one percent (1.00%), in order to provide funding for the purpose of promoting economic development.

The funds derived from the one-quarter percent (.25%) increase in the city sales tax will be used for purposes of promoting economic development within the city of Galesburg and in areas in close proximity to the city of Galesburg, including, but not limited to the payment of debt service on the general obligation bonds issued for the Galesburg Business Park located between the city of Galesburg and the city of Knoxville. Given the direction of Council to utilize the one-quarter percent sales tax for payment of the Series 2011C general obligation bonds, the Economic Development Fund will have on reserve the value of one year's debt payment to ensure sufficient funds will be available when needed for the following year principal and interest bond payments.

GASB 34

In June 1999, the GASB issued **GASB 34 – Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments**. This project significantly changed the accounting and financial reporting for the City of Galesburg.

The most significant changes included in GASB 34 are:

- Government-wide reporting – In addition to reporting at the fund level, the City is required to consolidate the financial information for the City as a whole and present City-wide financial statements. This type of consolidation is required for private entity financial reporting and includes booking depreciation and eliminating entries for internal type transactions. This change in effect requires closing the books twice using two different basis' of accounting.
- Infrastructure reporting – All capital assets, including general infrastructure assets, is capitalized in the financial statements at their historical cost or estimated historical cost. This rule applied retroactively to assets that were acquired in fiscal years beginning after June 15, 1980. In addition to recording all capital assets, the City is required to record depreciation on all capital assets subject to depreciation including infrastructure assets.
- Major Fund focus – In the past, reporting at fund level was completed based on the type of fund (governmental, enterprise, agency). GASB 34 requires entities to report major funds rather than by fund type. Those funds that do not qualify as major are consolidated and presented as "others." This significantly affects how budgetary information is presented in the financial statements.

- New focus for governmental activities – Traditionally, the focus was on changes in current spendable resources; the new entity wide statements focuses on changes in total resources or net assets. Net Assets is the new term for Fund Balance at the entity-wide level. The accounting equation used to be Assets = Liability + Equity. The new equation is Assets – Liabilities = Net Assets.
- Management’s Discussion & Analysis (MD&A) – GASB 34 requires each organization to provide a narrative that gives an overview and addresses and analyzes the financial activities of the City. This area of the report is considered “required supplementary information” but not included within the scope of the audit.
- Fiduciary Fund Changes – These changes included limitations on the use of the fund type, elimination of Expendable Trust Funds and creation of Permanent Funds.
- Elimination of contributed capital amounts and account groups at the government-wide level.
- Cash Flow Statement Reporting – GASB 34 requires the direct method of reporting cash flows. Historically governments have used the indirect method, which is a reconciliation of changes in balance sheet account amounts. The direct method on the other hand, reconciles net income to cash.

The required implementation date was dependent upon the dollar amount received in revenues during a specific time frame. The City of Galesburg is a tier 2 municipality and therefore was required to implement GASB 34 by fiscal year ending 3/31/2004. Administration implemented the new GASB one year early or fiscal year ending 3/31/2003. Administration took a proactive approach to implementing GASB 34 and completed the implementation in-house rather than using consultants and other third parties.

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**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Annual approval of updated investment policy.

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend City Council to approve the updated investment policy.

BACKGROUND: In an effort to ensure the Investment Policy is kept current and in compliance with State law, the City's Investment Policy is being presented to City Council for its annual review. The annual review is conducted subsequent to audit fieldwork and includes a review of the current investment policy.

A sound investment policy helps to ensure the return on investments is maximized while considering safety and liquidity. Investment earnings are used to help cover yearly operating expenses in many of the funds. The City's investment portfolio includes reserve funds and funds that are earmarked for legal reasons or funds earmarked for planning reasons.

After review of the current Investment Policy, the only change to highlight is on page 9, which will include the new City Manager, Eric Hanson, as an authorized signer to sign documents such as Certificate of Deposit safekeeping receipts.

BUDGET IMPACT: Review of the Investment Policy ensures that standards and procedures are updated on an annual basis.

SUPPORTING DOCUMENTS:

1. Red-lined Investment Policy



2023

Investment Policy Red-Lined

Approved by City Council on 12/18/23

City of Galesburg
55 West Tompkins Street
Galesburg, IL 61401

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TABLE OF CONTENTS

POLICY STATEMENT	2
SCOPE	2
OBJECTIVE	2
Safety	2
Credit Risk	2
Interest Rate Risk	3
Liquidity	3
Yield	3
STANDARDS OF CARE	3
Prudence	3
Ethics and Conflicts of Interest	4
Delegation of Authority	4
SAFEKEEPING AND CUSTODY	4
Authorized Financial Dealers and Institutions	4
Internal Controls	5
Delivery vs. Payment	5
SUITABLE INVESTMENTS	6
Investment Types	6
Collateralization	6
Repurchase Agreements	7
INVESTMENT PARAMETERS	7
Diversification	7
Maximum Maturities	7
Competitive Bid	7
REPORTING	8
Methods	8
Performance	8
POLICY CONSIDERATIONS	8
Exemptions	8
Amendments	8
ATTACHMENTS	8
ADOPTION	8
LIST OF AUTHORIZED PERSONNEL	9
GLOSSARY OF CASH MANAGEMENT TERMS	10
AUTHORIZED FINANCIAL DEALER INVESTMENT POLICY ACCEPTANCE	17

CITY OF GALESBURG, ILLINOIS

INVESTMENT POLICY

POLICY STATEMENT

It is the policy of the City of Galesburg to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

SCOPE

The investment policy applies to all investment transactions and activities of the City except for the Police Pension Fund and the Fire Pension Fund, which are subject to the order of the Board of Trustees of each respective fund. All financial assets of current funds, and other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy.

The Board of Trustees of the Galesburg Public Library may establish a separate investment policy to govern the investment activities of the City's Public Library Fund and any special revenue, debt service, or capital projects funds that the City may create specifically for the Library's benefit, subject to the approval of the City Council. In the absence of a separate, validly approved investment policy for the Library funds, this policy shall govern the investment activities of the Library.

OBJECTIVE

The primary objective, in priority order of the City of Galesburg investment activities shall be safety, credit risk, liquidity and yield.

Safety

Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to insure the preservation of capital in the portfolio.

Credit Risk

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

Limiting investments to the safest types of securities

Pre-qualifying the financial institutions, broker/dealers and advisors with which an entity will do business, and

Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

Interest Rate Risk

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and

By investing operating funds primarily in shorter-term securities

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash need to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or Council approved local government investment pools, which offers same-day liquidity for short-term funds.

Yield

The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and liquidity needs. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- a declining credit security could be sold early to minimize loss of principal;
- a security swap would improve the quality yield, or target duration in the portfolio; or
- liquidity needs of the portfolio require that the security be sold

STANDARDS OF CARE

Prudence

The standard of prudence to be used in the investment function shall be the "Prudent Person" standard and shall be applied in the context of managing the overall portfolio. This standard states "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

The Investment Officer and those delegated with investment authority under this policy, when acting in accordance with the written procedures and this policy, and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

Delegation of Authority

Authority to manage the City of Galesburg's investment program is granted to the Director of Finance and derived from the state statutes.

The Director of Finance is designated as the Investment Officer and is responsible for investment management decisions and activities. All participants in the investment process shall seek to act responsibly as custodians of the public trust. The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program, which are consistent with this investment policy. Procedures will include reference to selection of broker/dealers and financial institutions, safekeeping, repurchase agreements, wire transfer agreements, banking services contracts, and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall designate the Assistant Finance Director as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer.

SAFEKEEPING AND CUSTODY

Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list will also be maintained, by the Investment Officer, of approved security brokers/dealers selected by creditworthiness. No public deposit shall be made except to a qualified public depository as established by the state statutes.

The Investment Officer may approve a broker or dealer to sell securities to the City if the broker or dealer meets the following criteria:

- Provides audited financial statements for the past three fiscal years.
- Provides proof of membership in the Securities Investor Protection Corporation.
- Provides proof of registration with the Securities and Exchange Commission.
- Provides proof of membership in a self-regulatory organization such as the National Association of Securities Dealers, the Financial Industry Regulatory Authority or the New York Stock Exchange.
- Provides proof of state registration.

- Has been in operation for at least 10 years, or in the case of broker/dealer companies that have been created as result of mergers or acquisitions, have a substantial operating history.

Once a broker/dealer is approved to sell securities to the City, the broker/dealer must continue to provide its most current audited annual financial statements along with the submission of the annually completed and signed “Authorized Financial Dealers Investment Policy Acceptance” form.

All security brokers/dealers with whom the City transacts business will be provided a copy of this Investment Policy. All security broker/dealers will provide the City with certification of having read and understood and agreeing to comply with the City’s investment policy.

An annual review of the registration of qualified broker/dealers will be conducted by the Director of Finance.

Internal Controls

The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that assets of the City are protected from loss, theft or misuse. The controls shall be designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognized that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for an annual review by an external independent review by the City’s independent auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

Delivery vs. Payment

All security transactions, where applicable, entered into by the City, shall be conducted on a **delivery-versus-payment** (DVP) basis to ensure that securities are deposited in an eligible financial institution before the release of funds.

SUITABLE INVESTMENTS

Investment Types

The City may invest in any type of security allowed for in Illinois statutes under the Public Funds Investment Act (30 ILCS 235/1) regarding the investment of public funds for home rule municipalities. With Council's approval prior to the purchase of the following type of investment, approved investments also include an adjustment to the following section of 30 ILCS 235/1 a-1:

- With Council's prior approval, the City may also invest in unrated bonds or debt certificates issued by any local governmental unit of the State of Illinois, of any other state, or of any political subdivision or agency of the State of Illinois or of any other state, whether the interest earned thereon is taxable or tax-exempt under federal law. The debt certificates shall be registered in the name of the City or held under a custodial agreement at a bank.

If Illinois State statutes for investment of public funds approve additional types of securities, they will be eligible for investment by the City. This policy shall be amended to reflect the additional types of securities for investment and the amended version approved by the City Council.

Direct specific investment parameters for the investment of public funds in Illinois are found in the Illinois State Statutes, Public Funds Investment Act 30ILCS 235.

Collateralization

Funds on deposit in excess of FDIC or SIPC limits must be secured by some form of collateral, witnessed by a written agreement. The amount of collateral provided will not be less than 100 percent of the fair market value of the net amount of public funds secured. Collateral shall be either in the form of securities specifically pledged to and held in the City's name and held in safekeeping by an independent third party custodian designated by the City Council, such as a trust institution, or a Federal Reserve Bank and evidenced by a safekeeping agreement which complies with the Uniform Commercial Code (UCC) requirement for control, or in the form of an original Federal Home Loan Bank irrevocable Letter of Credit issued to the City of Galesburg or an agent of the City of Galesburg equal to 100 percent of the fair market value of the net amount of public funds secured. The custodian may not be owned or controlled by the depository institution or its holding company unless it is a separately operated trust institution. The UCC states that the depositor does not have a perfected interest in a security unless the depositor controls it. Control means that swaps, sales, and transfers cannot occur without the depositor's written approval. A detail monthly statement listing a description of securities pledged and held in safekeeping must be provided to the City. The City will accept any of the following securities as collateral:

- Negotiable obligations of the United States Government; or
- Negotiable obligations of any agency or instrumentality of the United States Government guaranteed by the full faith and credit of the United States Government; or
- Negotiable obligations of the State of Illinois

Substitutions of collateral should meet the requirements of the collateral agreement, be approved in writing prior to release, and the collateral should not be released until the replacement collateral has been received.

Repurchase Agreements

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

INVESTMENT PARAMETERS

Diversification

The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities or investments federally insured such as with FDIC),
- Limiting investment securities that have higher credit risks,
- Investing in securities with varying maturities and
- Continuously investing with a portion of the portfolio in readily available funds such as local government investment pools, money market or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Maximum Maturities

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. We recognize that there is a permanent part of the portfolio, and when the increase in return for extending maturities is compelling, the Director of Finance may consider extending a segment of the portfolio into longer-term maturities. The maximum maturity for City investments shall be ten (10) years. The average maturity of the total portfolio shall not exceed five (5) years.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Competitive Bid

A competitive “bid” shall be conducted, except for funds placed in local government investment pools and/or approved savings accounts or, when the City directly invests surplus funds in investment instruments. If the holding bank of a maturing certificate of deposit is offering a competitive rollover interest rate, the certificate of deposit can be rolled over to a new maturity date without a competitive bid.

REPORTING

Methods

The Investment Officer shall submit quarterly reports to the City Manager and the City Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program. The report should summarize investment securities held at the end of the reporting period, maturities, returns, percentage of the portfolio which each type of investment represents or other factors of importance. The market value of the portfolio shall be included within the quarterly reports.

Performance

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio, taking into account the City's investment constraints and cash flow needs, should obtain a comparable rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis.

POLICY CONSIDERATIONS

Exemptions

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Amendments

This policy shall be reviewed on an annual basis. Any changes must be approved by the Director of Finance and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

ATTACHMENTS

The following documents, as applicable, are attached to this policy:

1. List of authorized personnel
2. Glossary of Terms
3. Authorized Financial Dealers Investment Policy Acceptance

ADOPTION

The City's investment policy shall be adopted by the City Council. The Investment Officer, City Manager and City Council shall review the policy on an annual basis. The investment policy is available in the City Clerk's office at City Hall, 55 West Tompkins Street, Galesburg, IL.

This policy supersedes all prior investment policies.

LIST OF AUTHORIZED PERSONNEL

Authorization	Name	Title
Investment Officer/Signer	Gloria Osborn	Director of Finance & Information Systems
Authorized Signer/Safekeeping Receipts [CDs]	Peter Schwartzman	Mayor
	Kelli Bennewitz	City Clerk
	Gloria Osborn	Director of Finance & Information Systems
	Bobbi Chockley	Assistant Finance Director
	Gerald Smith <u>Eric Hanson</u>	City Manager
Liaison Investment Officer	Bobbi Chockley	Assistant Finance Director
Secretary	Kelli Bennewitz	City Clerk
Third Party Trust Custodian	Farmers & Mechanics Bank	

GLOSSARY OF CASH MANAGEMENT TERMS

The following is a glossary of key investing terms, many of which appear in the Investment Policy. This glossary has been adapted from an article, entitled "Investment terms for everyday use," that appeared in the April 5, 1996, issue of *Public Investor*, GFOA's subscription investment newsletter.

Accrued Interest - The accumulated interest due on a bond as of the last interest payment made by the issuer.

Agency - A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National Mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

Amortization - The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

Average Life - The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Basis Point - A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield, e.g., "1/4" of 1 percent is equal to 25 basis points.

Bid - The indicated price at which a buyer is willing to purchase a security or commodity.

Book Value - The value at which a security is carried on the inventory lists or other financial records of an investor. The book value may differ significantly from the security's current value in the market.

Callable Bond - A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

Call Price - The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for loss of income and ownership.

Call Risk - The risk to a bondholder that a bond may be redeemed prior to maturity.

Cash Sale/Purchase - A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

Collateralization - Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

Commercial Paper - An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days.

Convexity - A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Coupon Rate - The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

Credit Quality - The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

Credit Risk - The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

Current Yield (Current Return) - A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

Delivery Versus Payment (DVP) - A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

Derivative Security - Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Discount - The amount by which the par value of a security exceeds the price paid for the security.

Diversification - A process of investing assets among a range of security types by sector, maturity, and quality **rating**.

Duration - A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Fair Value - The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Funds (Fed Funds) - Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

Federal Funds Rate - Interest rate charged by one institution lending federal funds to the other.

Government Securities - An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

Interest Rate - See "Coupon Rate."

Interest Rate Risk - The risk associated with declines or rises in interest rates which cause an investment in a fixed-income security to increase or decrease in value.

Internal Controls - An internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverted Yield Curve - A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

Investment Company Act of 1940- Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Policy - A concise and clear statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

Investment-grade Obligations - An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

Liquidity - An asset that can be converted easily and quickly into cash.

Local Government Investment Pool (LGIP) - An investment by local governments in which their money is pooled as a method for managing local funds.

Mark-to-market - The process whereby the book value or collateral value of a security is adjusted to reflect its current market value.

Market Risk - The risk that the value of a security will rise or decline as a result of changes in market conditions.

Market Value - Current market price of a security.

Maturity - The date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bondholder. See "Weighted Average Maturity."

Money Market Mutual Fund - Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos and federal funds).

Mutual Fund - An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sells SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

Mutual Fund Statistical Services - Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services, and Morningstar.

National Association of Securities Dealers (NASD) - A self-regulatory organization (SRO) of brokers and dealers in the over-the-counter securities business. Its regulatory mandate includes authority over firms that distribute mutual fund shares as well as other securities.

Net Asset Value - The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.) $[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$

No Load Fund - A mutual fund which does not levy a sales charge on the purchase of its shares.

Nominal Yield - The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

Offer - An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

Par - Face value or principal value of a bond, typically \$1,000 per bond.

Positive Yield Curve - A chart formation that illustrates short-term securities having lower yields than long-term securities.

Premium - The amount by which the price paid for a security exceeds the security's par value.

Prime Rate - A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

Principal - The face value or par value of a debt instrument. Also, may refer to the amount of capital invested in a given security.

Prospectus - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

Prudent Person Rule - An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

Regular Way Delivery - Securities settlement that calls for delivery and payment on the third business day following the trade date (T+3); payment on a T+1 basis is currently under consideration. Mutual funds are settled on a same day basis; government securities are settled on the next business day.

Reinvestment Risk - The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

Repurchase Agreement (repo or RP) - An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

Reverse Repurchase Agreement (Reverse Repo) - An agreement of one party to purchase securities at a specified price from a second party and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specified date.

Rule 2a-7 of the Investment Company Act - Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13- month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar (\$1.00).

Safekeeping - Holding of assets (e.g., securities) by a financial institution.

Serial Bond - A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

Sinking Fund - Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

Swap - Trading one asset for another.

Term Bond - Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

Total Return - The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized dividends or capital gains. This is calculated by taking the following components during a certain time period. (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three- and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

Treasury Notes - Intermediate U.S. government debt securities with maturities of one to 10 years and issued in denominations ranging from \$1,000 to \$1 million or more.

Treasury Bonds - Long-term U.S. government debt securities with maturities of ten years or longer and issued in minimum denominations of \$1,000. Currently, the longest outstanding maturity for such securities is 30 years.

Uniform Net Capital Rule - SEC Rule 15C3-1 outlining capital requirements for broker/dealers.

Volatility - A degree of fluctuation in the price and valuation of securities.

"Volatility Risk" Rating - A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("aaa" by S&P; "V-1" by Fitch) to those that are highly sensitive with currently identifiable market volatility risk ("ccc-" by S&P, "V-10" by Fitch).

Weighted Average Maturity (WAM) - The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

When Issued (WI) - A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

Yield - The current rate of return on an investment security generally expressed as a percentage of the security's current price.

Yield-to-call (YTC) - The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date. **Yield Curve** - A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

Yield-to-maturity - The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

Zero-coupon Securities - Security that is issued at a discount and makes no periodic interest payments. The rate of return consists of a gradual accretion of the principal of the security and is payable at par upon maturity.

AUTHORIZED FINANCIAL DEALER INVESTMENT POLICY ACCEPTANCE

I have received the investment policy approved by City Council on ~~December 5, 2022~~ December 18, 2023 for the City of Galesburg. I have read and understand the goals and objectives of the City's investment program. Also, based on if I am seeking consideration to be a new broker/dealer or if I am currently an approved broker/dealer, I will include the required documentation listed below.

Signature	Date
Print Name	E-Mail Address
Title	Telephone Number
Company	Fax Number
Company Address	
City, State, Zip Code	

Status	Requirement	Yes	No	Not Applicable
Current	If already an approved broker/dealer, ONLY include the company's most current audited annual financial statement with this acceptance form			
New	Been in operation for at least 10 years, or in the case of broker/dealer companies that have been created as result of mergers or acquisitions, have a substantial operating history			
New	If this is the first time to submit acceptance form, provide audited financial statements for the past three fiscal years			
New	Provided proof of membership in the Securities Investor Protection Corporation			
New	Provide proof of registration with the Securities and Exchange Commission			
New	Provide proof of membership in a self-regulatory organization such as the National Association of Securities Dealers, the Financial Industry Regulatory Authority or the New York Stock Exchange			
New	Provide proof of state registration			

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2024

Calendar of Meetings

For fiscal year ending 12/31/2024

City Clerk's Office
55 West Tompkins Street
Galesburg, IL 61401



2024 Public Meeting Calendar

Date	Time	Commission	Location
January 2, 2024	9:30 AM	Façade Advisory Committee	Public Works Conference Room
January 2, 2024	* 6:00 PM	City Council and Township Trustees	Council Chambers
January 3, 2024	* 5:30 PM	Landmark Commission	Erickson Conference Room
January 4, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
January 4, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
January 8, 2024	4:00 PM	Tree Commission	Erickson Conference Room
January 11, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
January 11, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
January 11, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
January 16, 2024	* 6:00 PM	City Council and Township Trustees	Council Chambers
January 18, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
January 23, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
January 30, 2024	9:00 AM	Police Pension Board of Trustees	Erickson Conference Room
February 1, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
February 1, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
February 5, 2024	10:30 AM	Fire Pension Board of Trustees	Erickson Conference Room
February 5, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
February 6, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
February 6, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
February 8, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
February 8, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
February 8, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
February 12, 2024	4:00 PM	Tree Commission	Erickson Conference Room
February 15, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
February 15, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
February 19, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
February 19, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
February 20, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
February 26, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station
March 1, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
March 4, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
March 5, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
March 5, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
March 7, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
March 7, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
March 11, 2024	4:00 PM	Tree Commission	Erickson Conference Room
March 14, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
March 14, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room

Date	Time	Commission	Location
March 14, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
March 18, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
March 19, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
March 26, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
April 1, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
April 2, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
April 2, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
April 4, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
April 4, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
April 8, 2024	4:00 PM	Tree Commission	Erickson Conference Room
April 9, 2024	6:00 PM	Annual Town Meeting	Town Hall, 121 West Tompkins Street
April 11, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
April 11, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
April 11, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
April 15, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
April 15, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
April 18, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
April 18, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
April 22, 2024	2:00 PM	Local Emergency Planning Committee	Erickson Conference Room
April 22, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station
April 23, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
April 23, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
April 30, 2024	9:00 AM	Police Pension Board of Trustees	Erickson Conference Room
May 2, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
May 2, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
May 6, 2024	10:30 AM	Fire Pension Board of Trustees	Erickson Conference Room
May 6, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
May 7, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
May 7, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
May 9, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
May 9, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
May 9, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
May 13, 2024	4:00 PM	Tree Commission	Erickson Conference Room
May 16, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
May 20, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
May 21, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
May 28, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
June 3, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
June 4, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
June 4, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
June 6, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
June 6, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
June 10, 2024	4:00 PM	Tree Commission	Erickson Conference Room
June 13, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
June 13, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
June 13, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
June 17, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
June 17, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
June 18, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
June 20, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
June 20, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport

Date	Time	Commission	Location
June 24, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station
June 25, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
July 1, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
July 2, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
July 2, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
July 4, 2024	* 4:30 PM	Library Board	Public Library, 40 East Simmons Street
July 4, 2024	* 6:00 PM	Community Relations Commission	Erickson Conference Room
July 8, 2024	4:00 PM	Tree Commission	Erickson Conference Room
July 11, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
July 11, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
July 11, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
July 15, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
July 18, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
July 23, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
July 23, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
July 30, 2024	9:00 AM	Police Pension Board of Trustees	Erickson Conference Room
August 1, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
August 1, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
August 5, 2024	10:30 AM	Fire Pension Board of Trustees	Erickson Conference Room
August 5, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
August 6, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
August 7, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
August 8, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
August 8, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
August 8, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
August 12, 2024	4:00 PM	Tree Commission	Erickson Conference Room
August 15, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
August 15, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
August 19, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
August 19, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
August 20, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
August 26, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station
August 27, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
September 3, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
September 3, 2024	* 6:00 PM	City Council and Township Trustees	Council Chambers
September 4, 2024	* 5:30 PM	Landmark Commission	Erickson Conference Room
September 5, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
September 5, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
September 9, 2024	4:00 PM	Tree Commission	Erickson Conference Room
September 12, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
September 12, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
September 12, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
September 16, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
September 17, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
September 19, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
September 24, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
October 1, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
October 1, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
October 3, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
October 3, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
October 7, 2024	6:00 PM	City Council and Township Trustees	Council Chambers

Date	Time	Commission	Location
October 10, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
October 10, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
October 10, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
October 14, 2024	4:00 PM	Tree Commission	Erickson Conference Room
October 17, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
October 17, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
October 21, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
October 21, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
October 22, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
October 22, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
October 27, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station
October 29, 2024	9:00 AM	Police Pension Board of Trustees	Erickson Conference Room
November 4, 2024	10:30 AM	Fire Pension Board of Trustees	Erickson Conference Room
November 4, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
November 5, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
November 5, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
November 7, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
November 7, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
November 11, 2024	* 4:00 PM	Tree Commission	Erickson Conference Room
November 14, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
November 14, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
November 14, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
November 18, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
November 19, 2024	5:30 PM	Planning & Zoning Commission	Council Chambers
November 21, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
November 26, 2024	4:00 PM	Golf Advisory Commission	Erickson Conference Room
December 2, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
December 3, 2024	9:30 AM	Façade Advisory Committee	Erickson Conference Room
December 3, 2024	5:30 PM	Landmark Commission	Erickson Conference Room
December 5, 2024	4:30 PM	Library Board	Public Library, 40 East Simmons Street
December 5, 2024	6:00 PM	Community Relations Commission	Erickson Conference Room
December 9, 2024	4:00 PM	Tree Commission	Erickson Conference Room
December 12, 2024	1:00 PM	Public Transportation Advisory Commission	Transit Maintenance Facility
December 12, 2024	4:30 PM	Galesburg Youth Commission	Erickson Conference Room
December 12, 2024	5:30 PM	Overall Code Review Commission	Erickson Conference Room
December 16, 2024	10:00 AM	Fire & Police Commission	Administration Conference Room
December 16, 2024	6:00 PM	City Council and Township Trustees	Council Chambers
December 17, 2024	* 5:30 PM	Planning & Zoning Commission	Council Chambers
December 19, 2024	9:00 AM	Galesburg/Knox Emergency Telephone Systems Board	Police Chief's Office
December 19, 2024	3:00 PM	Airport Advisory Commission	Galesburg Municipal Airport
December 23, 2024	6:00 PM	2% Foreign Fire Board	Central Fire Station

CITY OF GALESBURG

CALENDAR FOR FISCAL YEAR 2024

MEETING DAYS OF COUNCIL, COMMITTEES AND COMMISSIONS

1 st and 3 rd Monday	City Council, 6:00 p.m., Council Chambers, 55 West Tompkins Street
1 st Monday	Fire Pension Board of Trustees, 10:30 a.m., Erickson Conference Room, meets February, May, August, and November
1 st Tuesday	Façade Advisory Committee, 9:30 a.m., Erickson Conference Room
1 st Tuesday	Landmark Commission, 5:30 p.m., Erickson Conference Room
1 st Thursday	Library Board, 4:30 p.m., Public Library, 40 East Simmons Street
1 st Thursday	Community Relations Commission, 6:00 p.m., Erickson Conference Room
2 nd Monday	Tree Commission, 4:00 p.m., Erickson Conference Room
2 nd Thursday	Public Transportation Advisory Commission, 1:00 p.m., Transit Maintenance Facility
2 nd Thursday	Galesburg Youth Commission, 4:30 p.m., Erickson Conference Room
2 nd Thursday	Overall Code Review Commission, 5:30 p.m., Erickson Conference Room
3 rd Monday	Fire and Police Commission, 10:00 a.m., Administration Conference Room, bi-monthly
3 rd Thursday	Galesburg/Knox Emergency Telephone Systems Board, 9:00 a.m., Police Chief's Office, bi-monthly
3 rd Thursday	Airport Advisory Commission, 3:00 p.m., Erickson Conference Room
4 th Monday	2% Foreign Fire Board, 6:00 p.m., Central Fire Station, bi-monthly
4 th Tuesday	Golf Advisory Commission, 4:00 p.m., Erickson Conference Room, with no meetings in December, January and February
4 th Tuesday	Local Emergency Planning Committee, 2:00 p.m., Erickson Conference Room Annually in April
2 nd to Last Tuesday	Planning & Zoning Commission, 5:30 p.m., Council Chambers
Last Tuesday	Police Pension Board of Trustees, 9:00 a.m., Erickson Conference Room, meets January, April, July and October

HOLIDAYS OBSERVED BY THE CITY

NEW YEAR'S DAY

LABOR DAY

MARTIN LUTHER KING JR. BIRTHDAY

VETERANS DAY

GOOD FRIDAY

THANKSGIVING AND DAY AFTER

FEDERAL MEMORIAL DAY

CHRISTMAS EVE

INDEPENDENCE DAY

CHRISTMAS DAY

Accounts Payable

Transactions by Account

User: shelms
 Printed: 12/12/2023 - 4:18PM
 Batch: 00018.12.2023



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	9 to 5 Computer Supply, Inc.	Township UPS - Eaton 9PX UPS, Environ monitor, network card, shi	12/12/2023	4,100.63	0000092557
001-0000-10407-00	Qubit Networks	1ea Extreme switch 5520, 2ea 2000W Power Supply, 1ea 5520 1ea V	12/12/2023	7,646.17	0000092368
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	11/30/2023	15.00	
001-0000-10407-00	Stratus Networks, Inc	12/23 Service Acct #7483	12/12/2023	494.02	
001-0000-10701-00	Knox County Humane Society	01/24 Animal Control Contract	12/12/2023	19,510.00	0000092360
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 115-55800	12/12/2023	2,298.52	0000092592
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 306-55800	12/12/2023	7,023.20	0000092592
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 510-55800	12/12/2023	2,298.52	0000092592
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 205-55800	12/12/2023	39,740.98	0000092592
001-0000-10701-00	Target Solutions Learning, LLC	Annual Maintenance	12/12/2023	395.00	0000092550
001-0000-10701-00	Target Solutions Learning, LLC	Check It - Vehicles	12/12/2023	914.22	0000092550
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 120-55800	12/12/2023	7,469.52	0000092592
001-0000-10701-00	Target Solutions Learning, LLC	Check It - Members	12/12/2023	4,348.16	0000092550
001-0000-10701-00	Target Solutions Learning, LLC	Check It - Stations	12/12/2023	254.63	0000092550
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 445-55800	12/12/2023	11,476.82	0000092592
001-0000-10801-00	Advance Auto Parts	Wiper Blades	11/30/2023	75.00	
001-0000-10801-00	Advance Auto Parts	Wiper Blades	11/30/2023	160.68	
001-0000-10801-00	Advance Auto Parts	Brackets	12/12/2023	187.50	
001-0000-10801-00	Advance Auto Parts	Wiper Blades	12/12/2023	80.34	
001-0000-10801-00	Advance Auto Parts	Oil Filters	12/12/2023	82.70	
001-0000-10801-00	Nichols Diesel Service, Inc	Fuel Filters	11/30/2023	306.08	
001-0000-10801-00	Napa Auto Parts	Sealed Beams	11/30/2023	69.96	
001-0000-10801-00	Napa Auto Parts	Sealed Beams	11/30/2023	18.78	
001-0000-10801-00	Valley Distribution Corp.	Hydraulic Oil	12/12/2023	867.90	
001-0000-10802-00	Herr Petroleum Corp	2100 Gal Diesel #1, 4897 Gal Diesel #2, Winter Fuel Additive	12/12/2023	26,908.71	0000092355
001-0000-20102-00	Stratus Networks, Inc	12/23 Service Acct #7382	12/12/2023	1,333.92	
Subtotal for Division: 0000				138,076.96	

Account Number	Vendor	Description	Date	Amount	PO No
001-0105-54000-00	Dwight White	Cell Phone Allowance	11/30/2023	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	11/30/2023	30.00	
001-0105-54000-00	W Wayne Dennis	Cell Phone Allowance	11/30/2023	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	11/30/2023	30.00	
Subtotal for Divison: 0105				120.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	11/30/2023	30.00	
001-0110-61000-00	Office Specialists, Inc.	Tea, Markers, Business Cards, Copy Paper, Creamer	12/12/2023	101.43	
001-0110-61000-00	Office Specialists, Inc.	Coffee	12/12/2023	20.78	
Subtotal for Divison: 0110				152.21	
001-0115-51000-00	Knox County Records Office	11/23 Laredo Billing	12/12/2023	20.35	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	11/30/2023	30.00	
001-0115-54500-00	Municipal Clerks of Illinois	MCI Winter Seminar Registration	12/12/2023	75.00	
001-0115-61000-00	Office Specialists, Inc.	Labels	12/12/2023	55.96	
001-0115-61000-00	Office Specialists, Inc.	Folders	12/12/2023	29.18	
001-0115-61000-00	Office Specialists, Inc.	Copy Paper	12/12/2023	24.54	
001-0115-61000-00	Office Specialists, Inc.	Pens	12/12/2023	57.40	
Subtotal for Divison: 0115				292.43	
001-0120-54000-00	Janet Lytle	Cell Phone Allowance	11/30/2023	30.00	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	11/30/2023	30.00	
001-0120-58500-00	Boxcar Express	Taco Bar, Chicken	12/12/2023	1,950.00	
001-0120-61000-00	Office Specialists, Inc.	Screen Wipes, Binder Pockets	12/12/2023	20.87	
001-0120-61000-00	Office Specialists, Inc.	Stapler	12/12/2023	10.88	
Subtotal for Divison: 0120				2,041.75	
001-0145-51010-00	Statham & Long, LLC	10/23 Legal Services	12/12/2023	378.00	
001-0145-51010-00	James M Kelly, Attorney	09/23 Legal Service	12/12/2023	9,583.33	
001-0145-51010-00	James M Kelly, Attorney	09/23 Legal Service	12/12/2023	313.50	
001-0145-51010-00	James M Kelly, Attorney	09/23 Legal Service	12/12/2023	280.50	
Subtotal for Divison: 0145				10,555.33	
001-0160-59516-00	Jeffrey R Cervantez	11/23 AV Services	12/12/2023	240.00	
Subtotal for Divison: 0160				240.00	
001-0205-51000-00	US Sterling Capital Corp., Inc.	FirstBank of Nebraska	12/12/2023	241.32	
001-0205-51000-00	US Sterling Capital Corp., Inc.	Union National Bank & Trust	12/12/2023	240.66	

Account Number	Vendor	Description	Date	Amount	PO No
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54000-00	Gloria Osborn	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	11/30/2023	30.00	
001-0205-54500-00	Gloria Osborn	Mileage - IGFOA Meeting - E Moline IL - GOsborn	12/12/2023	61.57	
Subtotal for Divison: 0205				723.55	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	11/30/2023	30.00	
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	11/30/2023	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	11/30/2023	30.00	
Subtotal for Divison: 0207				90.00	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	11/30/2023	30.00	
Subtotal for Divison: 0305				30.00	
001-0306-51000-00	Knox County Records Office	11/23 Laredo Billing	12/12/2023	20.35	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	11/30/2023	30.00	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	11/30/2023	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	11/30/2023	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	11/30/2023	30.00	
001-0306-54500-00	IPOC	IPOC Luncheon RSlagel,RSpeidel,RElsbury,EHeiden	12/12/2023	160.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Yard Waste Fee - 115 Blaine Ave	12/12/2023	80.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board Up Services - 1150 W Carl Sandburg	12/12/2023	471.82	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 599 E Berrien St	12/12/2023	42.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 712 Hawkinson	12/12/2023	51.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 2069 Windish	12/12/2023	50.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 1063 Willard	12/12/2023	30.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 844 Arnold	12/12/2023	125.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 676 S Henderson	12/12/2023	525.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 209 Sumner	12/12/2023	100.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 409 Monmouth Blvd	12/12/2023	30.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 712 Hawkinson Ave	12/12/2023	30.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 358 S Pearl	12/12/2023	36.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 99 N Elm	12/12/2023	157.50	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 359 S Pearl	12/12/2023	1,613.30	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 912 Maple Ave	12/12/2023	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board Up Services - 193 N Cherry St	12/12/2023	538.76	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 870 Monmouth Blvd	12/12/2023	1,002.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 1248 N Cherry	12/12/2023	50.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 695 Seminary St	12/12/2023	30.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 900 Monmouth Blvd	12/12/2023	6,212.49	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 169 Arnold St	12/12/2023	39.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Refuse Fee - 712 Hawkinson Ave	12/12/2023	42.00	
001-0306-61000-00	Office Specialists, Inc.	Stapler, Bowls, Spoons	12/12/2023	9.09	
001-0306-62500-00	Ford of Galesburg	Window Regulator #402	12/12/2023	105.13	
Subtotal for Division: 0306				11,700.44	
001-0410-51000-00	Knox County Records Office	11/23 Laredo Billing	12/12/2023	20.35	
001-0410-54000-00	Jamie West	Cell Phone Allowance	11/30/2023	30.00	
001-0410-54000-00	Brayden Bledsoe	Cell Phone Allowance	11/30/2023	15.00	
001-0410-54000-00	Michael Doi	Cell Phone Allowance	11/30/2023	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	11/30/2023	30.00	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	11/30/2023	30.00	
001-0410-61000-00	Office Specialists, Inc.	Stapler, Bowls, Spoons	12/12/2023	22.25	
Subtotal for Division: 0410				177.60	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	11/30/2023	30.00	
001-0445-55500-00	Valley Distribution Corp.	Core Charge	12/12/2023	20.00	
001-0445-55500-00	Valley Distribution Corp.	Core Charge	12/12/2023	20.00	
001-0445-55700-00	USA LIFT - Service	2-Post Lift Inspections	12/12/2023	1,409.50	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	82.08	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	85.68	
001-0445-59300-00	UniFirst First Aid Corp	Refill of Medical Supplies	12/12/2023	133.64	
001-0445-62500-00	Painter Farm Equipment, Inc.	PTO Shaft #154	12/12/2023	1,805.00	
001-0445-62500-00	Advance Auto Parts	Oil Filter #602	12/12/2023	5.35	
001-0445-63000-00	Napa Auto Parts	Clamps	12/12/2023	20.95	
001-0445-63000-00	Advance Auto Parts	Adhesive Sealant	12/12/2023	45.06	
Subtotal for Division: 0445				3,657.26	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	11/30/2023	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	11/30/2023	30.00	
001-0450-54000-00	Marc McMahon	Cell Phone Allowance	11/30/2023	30.00	
001-0450-55500-00	Nichols Diesel Service, Inc	Repair of Bad Injectors #107	12/12/2023	4,863.72	
001-0450-55700-00	Getz Fire Equipment Co., Inc.	Annual Service, Hydrottest Dry Chemical, Fire Extinguishers	12/12/2023	555.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-59300-00	UniFirst First Aid Corp	Refill of Medical Supplies	12/12/2023	117.57	
001-0450-62500-00	Valley Distribution Corp.	DEF Fluid	12/12/2023	185.50	
001-0450-62500-00	Koenig Body & Equipment, Inc.	Spool Value #114	12/12/2023	345.86	
001-0450-62500-00	Koenig Body & Equipment, Inc.	Strobe Light #110	12/12/2023	143.98	
001-0450-62500-00	Advance Auto Parts	Filter Kit #135	12/12/2023	13.74	
001-0450-62500-00	Advance Auto Parts	Fuel Filter #135	12/12/2023	6.40	
001-0450-62500-00	Koenig Body & Equipment, Inc.	Strobe Light #115	12/12/2023	134.50	
001-0450-62500-00	Ford of Galesburg	Floormat #105	12/12/2023	95.55	
001-0450-62500-00	Martin Equipment of Illinois, Inc.	Bushing Kit #122	12/12/2023	716.22	
001-0450-65500-00	Midstate Manufacturing, Inc.	Hoses, Pipes	12/12/2023	107.75	
Subtotal for Divison: 0450				7,375.79	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Christopher Hootman	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	11/30/2023	30.00	
001-0510-54500-00	Christopher Hootman	Meals - Taser Training - Macomb IL - CHootman	12/12/2023	7.00	
001-0510-54500-00	Jessica Pawlak	Meals - ARIDE Training - Normal II - JPawlak	12/12/2023	14.00	
001-0510-54500-00	Blake Carr	Meals - Taser Training, Macomb IL - BCarr	12/12/2023	7.00	
001-0510-54500-00	Allison Buccalo	Meals - Vehicle Dynamics - Silvis IL - A Buccalo	12/12/2023	35.00	
001-0510-54500-00	Mark McLaughlin	Fuel - ILEAS Training - Belvidere IL - MMcLaughlin	12/12/2023	20.01	
001-0510-54500-00	Eryn Pearson	Meals - ARIDE Training - Normal II - EPearson	12/12/2023	14.00	
001-0510-54500-00	Amber Schlomer	Meals - ARIDE Training - Normal IL - ASchlomer	12/12/2023	14.00	
001-0510-54500-00	Jared Tapscott	Meals - Taser Training - Macomb IL- JTapscott	12/12/2023	7.00	
001-0510-61000-00	Gregory R Flores	Cite/Release W/ Notice to Appear Carbonless	12/12/2023	748.00	
001-0510-61700-00	Supreme Radio Communications, In	2 Way Radio	12/12/2023	1,392.56	
001-0510-62500-00	Ford of Galesburg	Auxiliary Pump #23	12/12/2023	151.08	
001-0510-65500-00	Supreme Radio Communications, In	Microphones	12/12/2023	350.40	
001-0510-67500-00	PH&S Products, LLC	Nitrile Gloves	12/12/2023	156.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0510				3,276.05	
001-0525-54700-00	Royce Kunkle	11/23 Mileage Reimbursement	12/12/2023	164.41	
Subtotal for Divison: 0525				164.41	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	11/30/2023	15.00	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	11/30/2023	30.00	
001-0550-54500-00	Andrew Swanson	Fuel - Evidence Tech Class - Champaign IL - ASwanson	12/12/2023	38.85	
001-0550-61000-00	Office Specialists, Inc.	Binder Clips	12/12/2023	6.47	
001-0550-61000-00	Office Specialists, Inc.	Envelopes, Binder Clips, File Labels, Stapler	12/12/2023	111.19	
001-0550-61000-00	Office Specialists, Inc.	Storage Box	12/12/2023	140.03	
Subtotal for Divison: 0550				341.54	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	11/30/2023	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	11/30/2023	30.00	
001-0605-54000-00	David Farrell	Cell Phone Allowance	11/30/2023	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	11/30/2023	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	11/30/2023	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	11/30/2023	30.00	
001-0605-55700-00	Howe Overhead Doors, Inc.	Serviced Commercial Door.Operator, Replaced Torsion Springs	12/12/2023	512.00	
001-0605-55700-00	Neil Thomas Plumbing & Heating, I	Repair of Clogged Sink	12/12/2023	225.00	
001-0605-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	20.00	
001-0605-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	20.00	
001-0605-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	20.00	
001-0605-61000-00	Office Specialists, Inc.	Folders, Binders	12/12/2023	23.22	
001-0605-61800-00	Office Specialists, Inc.	Air Mesh Chair	12/12/2023	217.58	
001-0605-62500-00	Advance Auto Parts	Battery Core Return Credit #58	12/12/2023	-22.00	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Pressure Switch, Compressor	12/12/2023	510.04	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Pump Air Shift	12/12/2023	280.15	
001-0605-65000-00	Office Specialists, Inc.	Hand Soap	12/12/2023	17.00	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	12/12/2023	97.00	
001-0605-65000-00	Office Specialists, Inc.	Trash Bags	12/12/2023	36.33	
001-0605-66000-00	Galesburg Electric, Inc.	Threaded Hanger Rod	12/12/2023	120.50	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hats - JConnour	12/12/2023	58.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts , Hat - DWells	12/12/2023	50.52	
001-0605-67500-00	Municipal Emergency Services, Inc	2023 Supply of Turn Out Pants	12/12/2023	1,322.00	0000092409
001-0605-67500-00	Municipal Emergency Services, Inc	2023 Supply of Turn Out Coats	12/12/2023	1,760.00	0000092409
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hats - TScott	12/12/2023	99.98	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Municipal Emergency Services, Inc	Shipping for Turn Out Coats/Pants	12/12/2023	13.30	0000092409
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - D Brackett	12/12/2023	79.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - TScott	12/12/2023	87.00	
001-0605-68000-00	Office Specialists, Inc.	Nitrile Gloves	12/12/2023	144.04	
001-0605-68000-00	Office Specialists, Inc.	Nitrile Gloves	12/12/2023	144.04	
Subtotal for Divison: 0605				6,015.68	
Subtotal for Fund 001				185,031.00	
011-0000-66000-00	Tickle Asphalt Co., Ltd.	Asphalt supply for 2023	12/12/2023	756.75	0000092327
011-0000-66000-00	Tickle Asphalt Co., Ltd.	Asphalt supply for 2023	12/12/2023	752.25	0000092327
011-0000-66000-00	Roanoke Concrete Products Co	Portland cement concrete supply for 2023	12/12/2023	237.50	0000092332
Subtotal for Divison: 0000				1,746.50	
Subtotal for Fund 011				1,746.50	
013-0000-76000-00	Hutchison Engineering, Inc	ITEP Lake Storey Path Phase II Engineering	12/12/2023	7,185.95	0000092542
013-0000-76000-00	Hutchison Engineering, Inc	Preliminary Engineering for the Simmons St Streetscape & Parking	12/12/2023	12,965.18	0000092510
Subtotal for Divison: 0000				20,151.13	
Subtotal for Fund 013				20,151.13	
014-0000-55700-00	Galesburg Welding, Inc	Repair Pole and Base for Sign Post	12/12/2023	70.00	
014-0000-64500-00	Vulcan, Inc.	Sign Blanks	12/12/2023	879.00	
014-0000-66000-00	Galesburg Electric, Inc.	Electrical Tape	12/12/2023	74.70	
Subtotal for Divison: 0000				1,023.70	
Subtotal for Fund 014				1,023.70	
016-0000-22002-00	Illinois State Police Asset Seizure &	Seizure Funds - Case 23-28765	12/12/2023	3,000.00	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	11/30/2023	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	11/30/2023	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	11/30/2023	30.00	
Subtotal for Divison: 0000				3,090.00	
Subtotal for Fund 016				3,090.00	
018-0000-55500-00	Pomp's Tire - Galesburg	Repair of Flat #125	12/12/2023	26.50	

Account Number	Vendor	Description	Date	Amount	PO No
018-0000-55500-00	Altorfer Inc.	Cap&Probe, Oil Analysis, Valve Adjustment	12/12/2023	1,785.00	
018-0000-55700-00	Getz Fire Equipment Co., Inc.	Annual Service - Cover Fire Ext, Installed Fire Extinguisher	12/12/2023	91.30	
018-0000-62500-00	Nichols Diesel Service, Inc	Air Line #112	12/12/2023	95.15	
018-0000-65500-00	Zarnoth Brush Works, Inc	Disposable Gutter Brooms	12/12/2023	972.00	
Subtotal for Divison: 0000				2,969.95	
Subtotal for Fund 018				2,969.95	
019-0000-10701-00	Galesburg Area CVB	Ad - 2024 Experience Galesburg Visitors Guide	12/12/2023	500.00	
019-0000-20102-00	Stratus Networks, Inc	12/23 Service Acct #7382	12/12/2023	308.01	
Subtotal for Divison: 0000				808.01	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	11/30/2023	30.00	
019-1905-54000-00	Elizabeth Varner	Cell Phone Allowance	11/30/2023	30.00	
019-1905-59511-00	Galesburg Tourism Fund	11/23 Tourism Agreement	12/12/2023	15,833.33	
019-1905-59528-00	Galesburg Community Foundation	11/23 - 2% Hotel/Motel Taxes	12/12/2023	37,378.49	
019-1905-59528-00	Galesburg Community Foundation	10/23 - 2% Hotel/Motel Taxes	12/12/2023	37,873.76	
Subtotal for Divison: 1905				91,145.58	
019-1910-55700-00	Stuard & Associates, Inc	Annual Inspection - Hydraulic Elevator	12/12/2023	220.00	
019-1910-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	30.00	
Subtotal for Divison: 1910				250.00	
019-1911-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	30.00	
019-1911-55700-00	Neil Thomas Plumbing & Heating, I	Repair of Flush Valve	12/12/2023	153.85	
019-1911-55700-00	Howe Overhead Doors, Inc.	Serviced Door/Operator, Replacement of Door Bracket & Cable	12/12/2023	156.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	26.70	
019-1911-57500-00	Aramark Uniform Serv. Inc.	12/23 Service	12/12/2023	26.70	
Subtotal for Divison: 1911				393.25	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	11/30/2023	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	11/30/2023	30.00	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	11/30/2023	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	11/30/2023	30.00	
019-1915-55500-00	Martin, Inc	Re- Calibrated Suction Controle Valve #515	12/12/2023	875.50	
019-1915-55700-00	Royal Cleaning Services	12/23 Janitorial Services	12/12/2023	559.00	
019-1915-55700-00	J.P. Benbow, Inc.	Auger out Women's Toilet - behind Cherry St	12/12/2023	108.00	
019-1915-57500-00	Knox County Landfill	11/23 Service	11/30/2023	111.11	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-57500-00	Aramark Uniform Serv. Inc.	12/23 Service	12/12/2023	74.86	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	67.66	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	74.86	
019-1915-59300-00	UniFirst First Aid Corp	Credit of Invoice #H301596	11/28/2023	-214.09	
019-1915-61000-00	Office Specialists, Inc.	Calendars	12/12/2023	21.20	
019-1915-62500-00	Nichols Diesel Service, Inc	Return Sensor #509	12/12/2023	-187.24	
019-1915-62500-00	Nichols Diesel Service, Inc	Converter #509	12/12/2023	3,007.27	
019-1915-62500-00	Nichols Diesel Service, Inc	Sensor #509	12/12/2023	202.74	
019-1915-62500-00	Pomp's Tire - Galesburg	Tires #523	12/12/2023	135.06	
019-1915-62500-00	Advance Auto Parts	Air Filter #506	12/12/2023	52.14	
019-1915-62500-00	Advance Auto Parts	Oil Filter #509	12/12/2023	37.44	
019-1915-62500-00	Centre State International Trucks, Inc	Tube #509	12/12/2023	162.65	
019-1915-62500-00	Centre State International Trucks, Inc	Sensor #509	12/12/2023	158.76	
019-1915-62500-00	Nichols Diesel Service, Inc	Door Latch #509	12/12/2023	199.29	
019-1915-62510-00	Herr Petroleum Corp	239.8 Gal Diesel #2, 60 Gal Diesel #1, 194.1 Gal Unleaded Ethanol	12/12/2023	1,537.19	0000092349
019-1915-65500-00	Kaser Power Equipment Inc	Throttle Trigger, Throttle Interlock, Air Filter Case, Spark Plugs	12/12/2023	112.38	
019-1915-65500-00	Scott Equipment, LLC	Spark Plug	12/12/2023	23.25	
019-1915-66000-00	Xylem Dewatering Solutions, Inc	Xylem Mat Bulk	12/12/2023	2,165.40	
019-1915-66000-00	Xylem Dewatering Solutions, Inc	Xylem Mat Bulk	12/12/2023	2,165.40	
019-1915-66000-00	Martenson Turf Products, Inc.	Pro Red	12/12/2023	4,990.00	
Subtotal for Division: 1915				16,559.83	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	11/30/2023	30.00	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	39.75	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	39.75	
019-1920-57500-00	Aramark Uniform Serv. Inc.	12/23 Service	12/12/2023	39.75	
019-1920-62510-00	Herr Petroleum Corp	126.5 Gal Diesel #2, 31.6 Gal Diesel #1	12/12/2023	542.23	0000092350
019-1920-63500-00	D & K Products	Fungicide, Greens Grade	12/12/2023	4,997.24	
019-1920-64125-00	Butch's Pizza Inc.	Misc Pizzas for Concessions	12/12/2023	69.00	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	12/12/2023	169.49	
019-1920-64125-00	Office Specialists, Inc.	Cups	12/12/2023	56.36	
019-1920-66000-00	MTI Distributing, Inc	Refund of Core Charge	12/12/2023	-300.00	
019-1920-66000-00	MTI Distributing, Inc	Timing Mechanism , Core Charge	12/12/2023	657.07	
Subtotal for Division: 1920				6,340.64	
019-1935-57500-00	Aramark Uniform Serv. Inc.	12/23 Service	12/12/2023	454.48	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	454.48	

Account Number	Vendor	Description	Date	Amount	PO No
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	454.48	
019-1935-65000-00	Office Specialists, Inc.	Spray Cleaner	12/12/2023	54.58	
Subtotal for Divison: 1935				1,418.02	
019-1940-51400-00	Peoria Charter Coach	12/02 - Michigan Ave Charter Bus Service	12/12/2023	2,856.00	
019-1940-64000-00	USTA	2023 MYTT Fees	12/12/2023	160.00	
019-1940-64125-00	Atlantic Coca-Cola	Misc Concessions	12/12/2023	79.77	
019-1940-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	12/12/2023	109.97	
Subtotal for Divison: 1940				3,205.74	
019-1950-55700-00	J.P. Benbow, Inc.	Furnished and Installed Relief Valve/ Thermometer on Storage Tan	12/12/2023	886.10	
Subtotal for Divison: 1950				886.10	
019-1955-65000-00	Office Specialists, Inc.	Paper Towels, Tissue, Vinyls Gloves	12/12/2023	151.55	
Subtotal for Divison: 1955				151.55	
019-1960-55700-00	J.P. Benbow, Inc.	Furnished and Installed of Condensate Pump	12/12/2023	1,939.05	
019-1960-65000-00	Office Specialists, Inc.	Spray Cleaner	12/12/2023	54.58	
Subtotal for Divison: 1960				1,993.63	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	11/30/2023	30.00	
019-1965-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	20.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	12/23 Service	12/12/2023	39.44	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	39.44	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/23 Service	12/12/2023	36.74	
Subtotal for Divison: 1965				165.62	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	11/30/2023	30.00	
019-1975-62500-00	Advance Auto Parts	Oil Filter #106	12/12/2023	41.29	
019-1975-62500-00	Napa Auto Parts	Cabin Filter #106	12/12/2023	24.49	
019-1975-62500-00	Nichols Diesel Service, Inc	Air Fittings #106	12/12/2023	37.24	
019-1975-62500-00	Nichols Diesel Service, Inc	Air Valve #106	12/12/2023	164.04	
Subtotal for Divison: 1975				297.06	
019-1980-55700-00	Helm Mechanical / Helm Service	Start Up Boilers / Chuchill Building	12/12/2023	889.00	
Subtotal for Divison: 1980				889.00	
Subtotal for Fund 019				124,504.03	

Account Number	Vendor	Description	Date	Amount	PO No
020-0000-55700-00	Howe Overhead Doors, Inc.	Serviced Commercial Door&Operator, Replaced Bottom Seal	12/12/2023	177.25	
020-0000-66000-00	Cryotech Deicing Technology	Liquid Runway Deicer	12/12/2023	1,781.90	
		Subtotal for Divison: 0000		1,959.15	
		Subtotal for Fund 020		1,959.15	
023-0000-55420-00	Statham & Long, LLC	Title Search - 340 N Broad St	12/12/2023	150.00	
023-0000-55420-00	Statham & Long, LLC	Title Search - 484 N Cherry St	12/12/2023	150.00	
023-0000-55420-00	Statham & Long, LLC	Title Search - 325 S Chambers St	12/12/2023	150.00	
023-0000-83100-00	Mechanical Service Inc.	Furnace Replacement - 540 Jefferson St	12/12/2023	4,132.50	
		Subtotal for Divison: 0000		4,582.50	
		Subtotal for Fund 023		4,582.50	
024-0000-51000-00	PGAV Planners LLC	CO#1 Professional Services for Creating TIF 6 Additional Expense	12/12/2023	133.76	0000092386
024-0000-51000-00	PGAV Planners LLC	Reimburseable Expenses	12/12/2023	135.52	0000092386
024-0000-51000-00	PGAV Planners LLC	Professional Services for Creating TIF 6	12/12/2023	1,441.24	0000092386
024-0000-51000-00	PGAV Planners LLC	CO#1 Professional Services for Creating TIF 6 Additional Expense	12/12/2023	420.00	0000092386
024-0000-83100-00	TRoLS Inc	External Agency Funding	12/12/2023	464.50	
		Subtotal for Divison: 0000		2,595.02	
		Subtotal for Fund 024		2,595.02	
030-0000-10701-00	Noregon Systems LLC	2024 - Subscription Allison DOC Premium for Regular Buses	12/12/2023	1,100.00	
030-0000-10701-00	Noregon Systems LLC	2024 - Subscription Allison DOC Premium for Hybrid Buses	12/12/2023	1,100.00	
030-0000-20102-00	Stratus Networks, Inc	12/23 Service Acct #7382	12/12/2023	131.10	
		Subtotal for Divison: 0000		2,331.10	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	11/23 Radio Ads	11/30/2023	200.00	
030-0320-62500-00	Napa Auto Parts	Drain Plug	11/30/2023	4.78	
030-0320-62500-00	Napa Auto Parts	RTV Silicone	11/30/2023	19.38	
030-0320-62500-00	Napa Auto Parts	Miniature Bulbs	10/30/2023	11.38	
030-0320-62500-00	Napa Auto Parts	Radiator	11/30/2023	252.47	
030-0320-62500-00	Napa Auto Parts	Belts	11/30/2023	109.18	
030-0320-62500-00	Napa Auto Parts	Drain Plug	12/12/2023	4.78	
030-0320-62500-00	Napa Auto Parts	HeadLights, Gas Cap	10/30/2023	39.77	
030-0320-62500-00	Napa Auto Parts	Motor Resistor Blower	11/30/2023	26.69	
030-0320-62500-00	Napa Auto Parts	Blower Switch	11/30/2023	26.72	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62500-00	Napa Auto Parts	Bearing Set, Bearings, Oil Seals	12/12/2023	80.78	
030-0320-62500-00	Napa Auto Parts	Wheel Bearing Cone, Bearings, Scotseal, Brake Pads, Fleet Pads	11/30/2023	1,533.92	
030-0320-62500-00	Napa Auto Parts	Fitting	11/30/2023	6.29	
030-0320-62500-00	Napa Auto Parts	Motor Assy Flan Blower	11/30/2023	77.79	
030-0320-62500-00	Yemm Chevrolet, Inc-Geo	Switch	11/30/2023	113.93	
030-0320-62510-00	Herr Petroleum Corp	220.3 Gal Unleaded Ethanol	11/30/2023	625.64	0000092348
030-0320-62510-00	Herr Petroleum Corp	353.6 Gal Reg Unleaded Ethanol	11/30/2023	981.38	0000092348
030-0320-62510-00	Herr Petroleum Corp	288.30 Unleaded Ethanol, Winter Addative	11/30/2023	800.16	0000092348
030-0320-62510-00	Herr Petroleum Corp	354.1 Gal Unleaded Ethanol	11/30/2023	1,005.62	0000092348
030-0320-62510-00	Herr Petroleum Corp	420.00 Gal Unleaded Ethanol	11/30/2023	1,190.05	0000092348
030-0320-65000-00	Office Specialists, Inc.	Dish Soap	11/30/2023	51.49	
Subtotal for Division: 0320				7,162.20	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	11/23 Radio Ads	11/30/2023	200.00	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	11/30/2023	30.00	
030-0370-55500-00	Cummins Sale & Service	Repair of Fuel Rail	10/30/2023	1,587.33	
030-0370-55700-00	Galesburg Termite & Pest Control In	11/23 Semi Monthly Service	11/30/2023	45.00	
030-0370-55700-00	Galesburg Termite & Pest Control In	Semi Monthly Service	12/12/2023	45.00	
030-0370-57500-00	Cintas, Inc	11/23 Service	11/30/2023	206.19	
030-0370-57500-00	Cintas, Inc	12/23 Service	12/12/2023	269.05	
030-0370-62500-00	Thompson Truck & Trailer, Inc	Gasket, Band Clamps	10/30/2023	465.54	
030-0370-62500-00	Thompson Truck & Trailer, Inc	Return Device Gaskets, Band Clamps	10/30/2023	-465.54	
030-0370-62500-00	Thompson Truck & Trailer, Inc	Device Gaskets, Band Clamps	10/30/2023	256.52	
030-0370-62500-00	Thompson Truck & Trailer, Inc	Return Band Clamp, Gasket, Bolts	11/14/2023	-209.03	
030-0370-62500-00	Thompson Truck & Trailer, Inc	Oil Gaskets, Sealant	10/30/2023	77.05	
030-0370-62500-00	Napa Auto Parts	Fluid Filter	11/30/2023	62.09	
030-0370-62500-00	Mutual Wheel Co., Inc.	Wheel Seal	10/30/2023	31.43	
030-0370-62500-00	Napa Auto Parts	Spindle Nut Socket	10/30/2023	51.57	
030-0370-62500-00	Napa Auto Parts	Boxed Capsules	11/30/2023	34.26	
030-0370-62500-00	Gillig	Seal, Valves	11/30/2023	855.28	
030-0370-62500-00	Napa Auto Parts	Serpentine Belt	11/30/2023	56.19	
030-0370-62500-00	Gillig	DEF Sensors	12/12/2023	848.18	
030-0370-62500-00	Cummins Sale & Service	Accumulator, Injector Fuel Supply Tubes, Sealing Washers	10/30/2023	2,398.31	
030-0370-62500-00	Napa Auto Parts	Batteries, Core Deposit	11/30/2023	413.58	
030-0370-62500-00	Napa Auto Parts	Oil Filter	11/30/2023	15.19	
030-0370-62500-00	Gillig	Pedal/Plate Treadle	11/30/2023	252.98	
030-0370-62500-00	Gillig	Brush Motor Assembly	11/30/2023	166.41	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-62500-00	Gillig	Brush Motor Blowers, Brush Motor, Motor Resistors	11/30/2023	760.73	
030-0370-62500-00	Napa Auto Parts	Drain Plug	11/30/2023	2.39	
030-0370-62500-00	Napa Auto Parts	Oil Drains	11/30/2023	630.00	
030-0370-62500-00	Napa Auto Parts	Gasket Material	11/30/2023	7.32	
030-0370-62500-00	Napa Auto Parts	Belts	11/30/2023	139.38	
030-0370-62500-00	Nichols Diesel Service, Inc	Tie Rod Tub Assembly	11/30/2023	322.83	
030-0370-62500-00	Napa Auto Parts	Glow Plug	11/30/2023	24.97	
030-0370-62500-00	Napa Auto Parts	LGT-IGNTE FLD	10/30/2023	76.09	
030-0370-62510-00	Herr Petroleum Corp	216.2 Gal Diesel 2, Winter Fuel Additive	11/30/2023	806.41	0000092348
030-0370-62510-00	Herr Petroleum Corp	547 Gal Diesel #2	11/30/2023	2,040.29	0000092348
030-0370-65500-00	Napa Auto Parts	Brake Cleaner	11/30/2023	86.16	
030-0370-65500-00	Napa Auto Parts	Fittings	11/30/2023	11.69	
030-0370-66500-00	Napa Auto Parts	Hoses	11/30/2023	4.77	
030-0370-66500-00	Napa Auto Parts	Trigger Torch	11/30/2023	52.11	
Subtotal for Divison: 0370				12,657.72	
Subtotal for Fund 030				22,151.02	
032-0000-61700-00	Office Specialists, Inc.	Laptop	12/12/2023	1,652.00	
Subtotal for Divison: 0000				1,652.00	
Subtotal for Fund 032				1,652.00	
049-0000-51000-00	Klingner & Associates, P.C. - Archit	Demolition, Architectural, Bidding & Construction Observation Se	12/12/2023	2,500.00	0000092279
Subtotal for Divison: 0000				2,500.00	
Subtotal for Fund 049				2,500.00	
053-0000-55700-00	Glass Specialty Inc	Replace 3 Exterior PSB Doors as per quote	12/12/2023	10,283.04	0000092513
053-0000-55700-00	Glass Specialty Inc	Replace 1 Exterior GFD Bay Door as per quote	12/12/2023	4,135.62	0000092513
Subtotal for Divison: 0000				14,418.66	
Subtotal for Fund 053				14,418.66	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Design of Hawthorne Pool Renovation, Phase 2	12/12/2023	20,474.00	0000092549
Subtotal for Divison: 0000				20,474.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 054				<u>20,474.00</u>	
057-0000-61700-00	Office Specialists, Inc.	Laptop	12/12/2023	947.00	
057-0000-61700-00	Office Specialists, Inc.	C Dock	12/12/2023	269.00	
057-0000-61700-00	9 to 5 Computer Supply, Inc.	Additional shipping for primary purchase delivery	12/12/2023	995.00	0000092557
057-0000-61700-00	9 to 5 Computer Supply, Inc.	Eaton UPS equipment with lithium battery technology	12/12/2023	74,015.42	0000092557
Subtotal for Division: 0000				<u>76,226.42</u>	
Subtotal for Fund 057				<u>76,226.42</u>	
058-0000-71000-00	Tenco Inc	#350 RPM Tech Snowblower for Airport	12/12/2023	141,609.37	0000092396
Subtotal for Division: 0000				<u>141,609.37</u>	
Subtotal for Fund 058				<u>141,609.37</u>	
061-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 061-55800	12/12/2023	9,725.57	0000092592
061-0000-10701-00	Railroad Management Company III,	03/16/24 - 03/15/25 - License Fee	12/12/2023	784.70	
061-0000-20101-00	SUSAN WRIGHT	Refund Check 022847-004, 1411 E FIFTH ST 18	11/29/2023	110.38	
061-0000-20101-00	MERCEDES WELLS	Refund Check 065640-000, 665 E GROVE ST	11/29/2023	100.78	
061-0000-20101-00	WAYNE SWANSON	Refund Check 058912-000, 1028 N CHERRY ST	11/29/2023	24.44	
061-0000-20101-00	JENNIFER WALKER	Refund Check 065670-000, 1212 KLEIN AVE	11/29/2023	12.49	
061-0000-20101-00	JACOB YOUNG	Refund Check 065548-000, 169 ARNOLD ST	11/29/2023	75.86	
061-0000-20101-00	DONALD TAYLOR	Refund Check 059522-000, 454 W NORTH ST	11/29/2023	73.73	
061-0000-20101-00	BERRET UCHIEK	Refund Check 065636-000, 750 E KNOX ST	12/05/2023	47.83	
061-0000-20101-00	NICHOLAS WHITEHALL	Refund Check 048757-000, 36 LORRAINE DR	11/29/2023	65.83	
061-0000-20101-00	BEVERLY YARDE	Refund Check 065826-000, 1540 DEE ANN DR	12/05/2023	10.44	
061-0000-20101-00	TIFFANY RICHMOND	Refund Check 055078-002, 52 ARNOLD ST	12/05/2023	128.82	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-071, 735 N CEDAR ST	11/29/2023	115.78	
061-0000-20101-00	ALYSSA SHEA	Refund Check 060898-000, 215 E MAIN ST	11/29/2023	61.99	
061-0000-20101-00	KIMBERLY NELSON	Refund Check 051321-002, 217 W NORTH ST	11/29/2023	8.35	
061-0000-20101-00	HEATHER ROCHA	Refund Check 065898-000, 1499 DEE ANN DR	12/05/2023	76.50	
061-0000-20101-00	AURELIE MUDIKONGO	Refund Check 060233-000, 973 N SEMINARY ST	11/29/2023	31.26	
061-0000-20101-00	PATRICK YOUNG	Refund Check 016622-025, 1066 E DAYTON ST	11/29/2023	96.63	
061-0000-20101-00	SUE VITALI	Refund Check 048516-000, 747 RUBY ST	12/05/2023	100.00	
061-0000-20101-00	PAMELA WEECH	Refund Check 044812-008, 1825 E FREMONT ST	11/29/2023	60.12	
061-0000-20101-00	STANLEY PREFERRED PROPERT	Refund Check 060614-002, 1248 CLARK ST	12/05/2023	74.39	
061-0000-20101-00	RANDY UPTON	Refund Check 043767-001, 483 MONMOUTH BLVD 1	11/29/2023	29.94	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JENIFER THOMAS	Refund Check 010814-002, 245 SILVER ST	12/05/2023	69.79	
061-0000-20101-00	DOLORES ANDRAE	Refund Check 023051-000, 208 ILLINOIS AVE	12/05/2023	33.16	
061-0000-20101-00	JAIME ALVAREZ	Refund Check 055886-000, 1042 W BERRIEN ST	12/05/2023	118.16	
061-0000-20101-00	PATRICIA COLLINS	Refund Check 047220-001, 1773 S CHERRY ST	11/29/2023	120.90	
061-0000-20101-00	ROBERT CONLEY	Refund Check 049464-002, 1045 CHAMBERLAIN ST	11/29/2023	56.55	
061-0000-20101-00	JEREMIAH BAUER	Refund Check 065423-000, 745 E GROVE ST	12/05/2023	69.33	
061-0000-20101-00	MACEY BLAND	Refund Check 066026-000, 1089 HAWKINSON AVE 1	12/05/2023	99.89	
061-0000-20101-00	D & DEE PROPERTIES LLC	Refund Check 061619-008, 930 MCCLURE ST	11/29/2023	124.99	
061-0000-20101-00	D & DEE PROPERTIES LLC	Refund Check 061619-008, 930 MCCLURE ST	11/29/2023	7.38	
061-0000-20101-00	DEAN CARLSON	Refund Check 066072-000, 1474 HARRISON ST	12/05/2023	76.50	
061-0000-20101-00	DYLANA CARLSON	Refund Check 064981-000, 818 OLIVE ST	12/06/2023	46.12	
061-0000-20101-00	RUSSELL FLEMING	Refund Check 022453-004, 1428 FLORENCE AVE	11/29/2023	122.63	
061-0000-20101-00	DAVID MANNING	Refund Check 055160-000, 1363 CLARK ST	12/05/2023	16.65	
061-0000-20101-00	RAYMOND HOPPING	Refund Check 025251-014, 2348 DANIEL DR SOUTH	11/29/2023	74.46	
061-0000-20101-00	SHELBY MORGAN	Refund Check 063036-001, 1568 E NORTH ST	11/29/2023	32.12	
061-0000-20101-00	BRANDON LISENBEE	Refund Check 059260-001, 525 N SEMINARY ST	12/05/2023	143.16	
061-0000-20101-00	SEMINARY STREET STATION	Refund Check 020682-020, 85 S SEMINARY ST 2	12/05/2023	122.06	
061-0000-20101-00	BRANDON LISENBEE	Refund Check 059260-001, 525 N SEMINARY ST	12/05/2023	0.57	
061-0000-20101-00	ADRIANA SANTOYO	Refund Check 052920-000, 218 N HENDERSON ST	11/29/2023	76.90	
061-0000-20101-00	RICHARD KLOSSING SR ESTATE	Refund Check 016678-000, 233 COLUMBUS AVE	11/29/2023	10.90	
061-0000-20101-00	CASEY MCGEE	Refund Check 051601-002, 1458 E MAIN ST	12/05/2023	5.50	
061-0000-20101-00	MARK RASMUSSEN	Refund Check 048455-011, 1347 W MAIN ST	12/05/2023	76.83	
061-0000-20101-00	DANETTE MCKILLIP	Refund Check 019810-003, 171 LAUREL AVE	12/05/2023	60.53	
061-0000-20101-00	PIOTR KURNAT	Refund Check 065796-000, 2157 SANDEEP DR	12/06/2023	135.00	
061-0000-20101-00	RICHARD PRUKA	Refund Check 005072-003, 527 N BROAD ST LOWER	11/29/2023	106.90	
061-0000-20101-00	DYLAN HUGHES	Refund Check 065422-000, 1591 RONALD RD	12/05/2023	62.49	
061-0000-20101-00	LINDA GRISWOLD	Refund Check 059965-000, 1662 W NORTH ST	11/29/2023	74.07	
061-0000-20101-00	JOHN REED III	Refund Check 051001-001, 419 IRWIN ST	11/29/2023	28.63	
061-0000-20101-00	DWIGHT RUTLEDGE	Refund Check 064878-001, 201 N PEARL ST	12/05/2023	25.28	
061-0000-20102-00	Stratus Networks, Inc	12/23 Service Acct #7382	12/12/2023	126.75	
061-0000-51000-00	US Sterling Capital Corp., Inc.	Exhcnage Bank	12/12/2023	241.97	
061-0000-51000-00	US Sterling Capital Corp., Inc.	The First National Bank of McGregor	12/12/2023	481.32	
061-0000-51000-00	ARMARC/MunicipalH20	MONTHLY MAINTENANCE FEE	12/12/2023	350.00	0000092423
061-0000-51000-00	Hawkins, Inc	Cylinder Retrun Fee	12/12/2023	10.00	0000092306
061-0000-51000-00	Knox County Records Office	11/23 Laredo Billing	12/12/2023	20.35	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	12/12/2023	25.00	
061-0000-52000-00	American Electric Power	11/23 Service	11/30/2023	6,290.44	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	11/30/2023	30.00	
061-0000-54000-00	Timothy Fey	Cell Phone Allowance	11/30/2023	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	11/30/2023	30.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	11/30/2023	30.00	
061-0000-54000-00	Shelby Schwieter	Cell Phone Allowance	11/30/2023	30.00	
061-0000-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	30.00	
061-0000-55700-00	Four Seasons Pest Control	11/23 Service	12/12/2023	55.00	
061-0000-55700-00	Royal Cleaning Services	12/23 Janitorial Services	12/12/2023	510.00	
061-0000-59300-00	UniFirst First Aid Corp	Refill of Medical Supplies	12/12/2023	110.05	
061-0000-61000-00	Office Specialists, Inc.	Copy Paper, Markers	12/12/2023	58.18	
061-0000-65000-00	Office Specialists, Inc.	Detergent, Paper Towels, Trash Bags, Soap, Sponges	12/12/2023	248.30	
061-0000-65000-00	Office Specialists, Inc.	Cleaner	12/12/2023	10.66	
061-0000-66000-00	Connor Co., Inc.	Diablo Steel Demon, Carbidet Metal Cutting Packs	12/12/2023	114.92	
061-0000-66000-00	Core & Main	Connectors	12/12/2023	431.55	
061-0000-66000-00	Core & Main	1" MCDONALD NUTS WITH GRIP BOLT	12/12/2023	320.70	0000092554
061-0000-66000-00	Core & Main	3/4" MIP X 1" CTS ADAPTER (FORD)	12/12/2023	272.47	0000092554
061-0000-66000-00	Core & Main	4' 6" BURY CURB BOX MINN PAT (FORD)	12/12/2023	3,390.00	0000092554
061-0000-66000-00	Core & Main	6" X 6" TAP SLEEVE ALL STAINLESS 6.84-7.30 OD (FORD)	12/12/2023	1,611.24	0000092554
061-0000-66000-00	Core & Main	3/4" STRT BALL BURB CTS, MINN TOP, CTS X CTS (MUELLEI	12/12/2023	612.78	0000092554
061-0000-66000-00	Core & Main	6" 2606 ALAFAX RW GV OL ALPHA XL	12/12/2023	3,150.00	0000092554
061-0000-66000-00	Core & Main	12" 2612 ALAFAX RW GV OL ALPHA XL	12/12/2023	3,060.00	0000092554
061-0000-66000-00	Core & Main	8" 2608 ALAFAX RW GV OL ALPHA XL	12/12/2023	1,550.00	0000092554
061-0000-66000-00	Galesburg Builders Supply, Inc	Premier Cold Mix	12/12/2023	517.70	
061-0000-66000-00	Galesburg Electric, Inc.	Light Bulbs, Recycle Light Bulbs	12/12/2023	91.74	
061-0000-66000-00	Galesburg Electric, Inc.	Light Bulbs	12/12/2023	92.76	
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL SI - DELIVERED	12/12/2023	415.63	0000092338
061-0000-66700-00	Core & Main	Water Meters	12/12/2023	3,048.00	
061-0000-68500-00	Hawkins, Inc	2023 Liquid Chlorine for Water Division as per bid. This is a b	12/12/2023	6,282.00	0000092306
Subtotal for Divison: 0000				47,492.79	
Subtotal for Fund 061				47,492.79	
067-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 067-55800	12/12/2023	4,790.20	0000092592
067-0000-20101-00	BRANDON LISENBEE	Refund Check 059260-001, 525 N SEMINARY ST	12/05/2023	0.81	
067-0000-20101-00	D & DEE PROPERTIES LLC	Refund Check 061619-008, 930 MCCLURE ST	11/29/2023	10.52	
067-0000-51000-00	Knox County Records Office	11/23 Laredo Billing	12/12/2023	20.35	
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/17/23-11/19/23.	12/12/2023	60.00	0000092358

Account Number	Vendor	Description	Date	Amount	PO No
067-0000-59501-00	Knox County Landfill	10/23 Service Acct#121	10/30/2023	29,909.91	
		Subtotal for Divison: 0000		<u>34,791.79</u>	
		Subtotal for Fund 067		<u><u>34,791.79</u></u>	
078-0000-56534-00	Illinois Municipal League Risk Man	10/23 - DOL 03/25/23 - 23050K886457	12/12/2023	1,567.18	
078-0000-56535-00	OSF Holy Family Medical	DOS 10/13/23 - Pat Acct# P541538501	12/12/2023	101.52	
078-0000-56535-00	OSF Medical Group, Inc.	DOS 09/23/23 Pat Act # P540126970	12/12/2023	297.23	
078-0000-56535-00	OSF St. Mary Medical Center	DOS 09/23/23 - Pat# 11018690202	12/12/2023	741.67	
078-0000-56535-00	Azer Clinic	Workers Comp DOS 11/15/23 #1407948748	12/12/2023	113.96	
078-0000-56535-00	Azer Clinic	Workers Comp DOS 11/21.23 #1407948748	12/12/2023	113.96	
078-0000-56535-00	Azer Clinic	Workers Comp DOS 11/21.23 #1407948748	12/12/2023	50.00	
078-0000-56535-00	OSF Holy Family Medical	DOS 10/05/23 - Pat Acct# P541538491	12/12/2023	101.52	
078-0000-56535-00	James M Kelly, Attorney	09/23 Legal Service	12/12/2023	115.50	
078-0000-56535-00	OSF Medical Group, Inc.	DOS 09/23/23 Pat Act # P540126980	12/12/2023	130.43	
078-0000-56535-00	OSF Medical Group, Inc.	DOS 09/23/23 Pat Act # P540126990	12/12/2023	130.43	
078-0000-56535-00	OSF Occupational Medicine	DOS 11/07/23 Pat Act# 0019062600	12/12/2023	114.52	
		Subtotal for Divison: 0000		<u>3,577.92</u>	
		Subtotal for Fund 078		<u><u>3,577.92</u></u>	
		Report Total:		<u><u>712,546.95</u></u>	

Advance Checks and ACH Payments as of 12/12/2023

Check Date	Check #	Vendor Name	Description	Account #	Amount
11/24/2023	0	Quadient Leasing USA, Inc	Postage for Machine	061-0000-10702	1,000.00
11/30/2023	4084	Crystal Keller	Food Allowance - 145 Duffield Ave Apt # 1	013-0000-83100	116.03
11/30/2023	0	Election Commission	Knox County Portion of City Election Commission	001-0000-10407	114,058.00
11/30/2023	0	Galesburg Civic Art Center Inc	TIF Redevelopment Agreement - 349 E Main St	049-0000-83100	66,969.46
11/30/2023	0	Galesburg Civic Art Center Inc	Downtown Facade Grant incentive for improvements to 349 E Main S	049-0000-83100	40,000.00
11/30/2023	0	Greenlords Pharms LLC	Minority/ Women Owned Business Startup Incentive Greenlords Phar	054-0000-83100	910.45
11/30/2023	4083	J W Summy Contracting Corp.	DCEO RLF at 1873 E Main St	013-0000-83100	40,025.00
11/30/2023	4083	J W Summy Contracting Corp.	DCEO RLF at 469 Clark St	013-0000-83100	26,390.00
11/30/2023	98904	Knox County Recorders Office	File 86 Weed/Trash/Demo Liens	001-0160-51300	675.00
11/30/2023	98905	Knox County Trustee Payment Account	Purchase of Property from Trustee - 99-12-355-005 203 Lake St	023-0000-10850	813.00
11/30/2023	98905	Knox County Trustee Payment Account	Purchase of Property from Trustee - 99-11-378-001 58 N Pearl	023-0000-10850	813.00
11/30/2023	98905	Knox County Trustee Payment Account	Purchase of Property from Trustee - 99-11-480-015 1409 E Main St	023-0000-10850	813.00
11/30/2023	98906	LeFante Law Offices, P.C. and Jeaniece Davidson	Settlement of Vehicle Accident	078-0000-56534	23,000.00
11/30/2023	4085	Rihan Hotels LLC	Temperory Lead Safe Housing - 469 Clark St	013-0000-83100	750.00
11/30/2023	4085	Rihan Hotels LLC	Temperory Lead Safe Housing - 145 Duffield Ave Apt# 1	013-0000-83100	700.00
11/30/2023	4085	Rihan Hotels LLC	Temperory Lead Safe Housing - 1115 Beecher Av	013-0000-83100	880.00
11/30/2023	98907	Stephane Massamba	Settlement of Vehicle Accident	078-0000-56534	3,347.33
11/30/2023	4086	Tanya Sharp	Food Allowance - 1115 Beecher Ave	013-0000-83100	548.52
11/30/2023	4082	Tyler Guerin	Food Allowance - 469 Clark St	013-0000-83100	304.09
11/30/2023	0	Zachary Parmenter	Roundtrip Mileage - Oak Brook Il - IME Request	078-0000-56535	237.90
12/1/2023	0	David Farrell	non safety toe boots	001-0605-67500	\$236.90
12/1/2023	0	TJ Scott	non safety toe boots	001-0605-67500	\$149.95
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0110-47500	50.40
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0115-47500	72.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0120-47500	48.78
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0205-47500	208.80
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0207-47500	61.20
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0305-47500	20.70
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0306-47500	202.50
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0410-47500	165.60
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0445-47500	36.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0450-47500	63.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0510-47500	453.60
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0550-47500	108.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	001-0605-47500	216.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	014-0000-47500	72.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	017-0000-47500	14.40
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	018-0000-47500	46.80
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	019-1905-47500	165.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	019-1920-47500	72.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	020-0000-47500	7.20
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	023-0000-47500	5.40
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	024-0000-47500	20.25
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	030-0320-47500	54.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	030-0370-47500	54.00
12/4/2023	0	Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	061-0000-47500	208.05

12/4/2023	0 Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	067-0000-47500	1.80
12/4/2023	0 Dearborn National Life Insurance Co.	12/23 Vision Insurance Premium	078-0000-20315	2,963.50
12/4/2023	0 Dearborn National Life Insurance Co.	12/23 Monthly Life Insurance Premiums	078-0000-47500	10.62
12/4/2023	0 James Hartshorn	Officiating on 11/30/23 - 3 Games	019-1940-51400	75.00
12/4/2023	98908 Judy Minor	12/06 - Santa & Mrs Claus - Candyland Ball	019-1940-51400	150.00
12/4/2023	0 Mike Hines	Officiating on 11/30/23 - 3 Games	019-1940-51400	75.00
12/4/2023	98909 Nancy Spencer	12/06 - Dance Caller - Candyland Ball	019-1940-51400	150.00
12/7/2023	0 Adam D Morrow	12/02 - Officiating Basketball - 9 Games - River to River League	019-1940-51400	270.00
12/7/2023	0 Amanda Larson	Minority/Woman owned Business Startup incentive.	054-0000-83100	3,103.25
12/7/2023	0 Dadrian Hoambrecker	12/02 - Officiating Basketball - 9 Games - River to River League	019-1940-51400	270.00
12/7/2023	4087 J W Summy Contracting Corp.	CO#1 DECO RLF at 145 Duffield Apt 1 Moving Clean Home for Lead C	013-0000-83100	-3,200.00
12/7/2023	4087 J W Summy Contracting Corp.	DECO RLF at 145 Duffield Apt 1	013-0000-83100	39,150.00
12/7/2023	98958 Knox County Records Office	Release 2 Property Maint Liens	001-0160-51300	63.00
12/7/2023	98958 Knox County Records Office	1 Water/Sewer/Refuse Lien Filed	061-0000-51000	63.00
12/7/2023	0 NOVA Singers	External Agency Funding - Nova Singers	024-0000-83100	3,000.00
12/7/2023	0 Oneida Network Services, Inc	12/23 Internet - Kerzi	001-0207-54000	50.00
12/7/2023	0 Ryan Earp	Repaired Ceiling - Shooting Range	078-0000-56597	1,200.00
12/12/2023	0 Bluefin Payment Systems	11/23 Pay Pad Processing Fees	001-0115-51000	73.24
12/12/2023	0 Bluefin Payment Systems	11/23 Pay Pad Processing Fees	001-0306-51000	19.21
12/12/2023	0 Bluefin Payment Systems	11/23 Pay Pad Processing Fees	001-0410-51000	19.22
12/12/2023	0 Bluefin Payment Systems	11/23 UB Webpayment Credit Card Processing Fee	061-0000-51000	3,534.31
12/12/2023	0 Bluefin Payment Systems	11/23 Pay Pad Processing Fees	061-0000-51000	1,330.98
12/12/2023	0 Bluefin Payment Systems	11/23 UB Webpayment Credit Card Processing Fee	067-0000-51000	1,767.15
12/12/2023	0 Bluefin Payment Systems	11/23 Pay Pad Processing Fees	067-0000-51000	665.51
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	019-1905-51000	287.19
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	019-1935-51000	10.43
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	019-1945-51000	87.37
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	019-1950-51000	11.93
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	019-1960-51000	108.30
12/12/2023	0 Cardconnect	11/23 Card Connect Credit Card Charges	051-0000-51000	3.18
12/12/2023	0 Quadient Leasing USA, Inc	Postage for Machine	061-0000-10702	500.00
12/12/2023	0 UMB Bank, N.A.	BDS SRS 2016 Registered Interest	043-0000-87300	108,731.26
12/12/2023	0 UMB Bank, N.A.	BDS SRS 2016 Matured Bonds	043-0000-88100	425,000.00
12/12/2023	0 UMB Bank, N.A.	BDS SRS 2015 Matured Bonds	061-0000-25510	460,000.00
12/12/2023	0 UMB Bank, N.A.	BDS SRS 2015 Registered Interest	061-0000-87300	81,506.25
12/12/2023	0 Wells Fargo Merchant Services	11/23 Credit Card Fees	019-1920-51000	789.12
12/12/2023	0 Wells Fargo Merchant Services	11/23 Credit Card Fees	019-1920-51000	5.00
			Grand Total	\$ 1,457,008.13

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 04, 2023**

AGENDA ITEM: Ordinance amending Chapter 37 of the Galesburg Municipal Code regarding the Multi-Use Paid Leave Act.

SUMMARY RECOMMENDATION: The Interim City Manager recommends approval.

BACKGROUND: The attached ordinance allows the City of Galesburg to opt-out of the Illinois Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*). The Act requires employers to provide up to forty (40) hours of paid leave for employees and provides some stipulations for use. The City of Galesburg understands and values time off for its employees, and already provides ample paid leave benefits to its full-time employees in the form of vacation, personal, and sick time. Staff has determined that applying the Act, particularly in the areas of Public Safety and temporary workers, will place a significant operational burden on the City of Galesburg's ability to provide uninterrupted services to its residents. Opting out of the Act will not affect paid leave benefits already in place for City of Galesburg employees.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 37 REGARDING THE ILLINOIS PAID LEAVE FOR ALL WORKERS FOR THE CITY OF GALESBURG

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City of Galesburg is a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution and, pursuant to the provisions of said Section 6 of Article VII, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, on or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.) (the “Act”); and

WHEREAS, the State of Illinois did not make the necessary appropriations or include statutory language exempting the Act from the Illinois State Mandates Act (30 ILCS 805/1 et seq.); and

WHEREAS, the Act does not include any express limitation on the City of Galesburg’s home rule authority as required by Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, effective January 1, 2024, the Act requires an employer to provide certain paid leave to their employees, unless the employer is subject to an existing municipal or county ordinance that requires the employer to provide any form of paid leave to their employees; and

WHEREAS, the City of Galesburg recognizes the importance of paid leave and currently provides reasonable paid leave benefits to its employees; and

WHEREAS, the City of Galesburg has determined that applying the Act to its own employees will negatively impact the City of Galesburg and place an undue financial and operational burden on the City of Galesburg’s ability to provide uninterrupted services to its residents; and

WHEREAS, the City of Galesburg believes and hereby declares that it is in the best interests of the City of Galesburg to clearly define the paid leave benefits that City of Galesburg employees shall receive and to opt out of the Act.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Section 37.40 of the Galesburg City Code is created, and shall hereafter read as follows:

37.40 ADOPTION OF PAID LEAVE POLICY

The City of Galesburg hereby adopts its current paid leave policy for all City employees as set forth in the City's Code of Ordinances, Employee Handbook, Annual Salary Ordinances, City Policy, any collective bargaining agreements to which the City is a party and all other binding legislative actions governing paid leave adopted by the City Council, as the same may be amended from time to time. However, in no event shall the City, as an employer, provide less than one (1) day of paid leave per year to any full-time City employee.

37.41 EXEMPTION FROM PAID LEAVE FOR ALL WORKERS ACT

Pursuant to the City of Galesburg's home rule authority, the City hereby declares that the City, as an employer, is exempt from the requirements of the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.). The City, as an employer, shall have no additional obligations with regard to mandatory paid leave, including, without limitation, any obligations provided under the Act, except those obligations required by federal or state law which validly preempt the City's home rule authority.

SECTION THREE: All ordinances, resolutions, and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

SECTION FOUR: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FIVE: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION SIX: Should federal or Illinois' state law come into conflict with any of the provisions herein, federal or state law shall preempt and govern.

Approved this _____ day of _____ 2023, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter D. Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 4, 2023**

AGENDA ITEM: Amendment to Chapter 94 regarding Demolitions.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development, Fire Chief, Police Chief and Code Compliance Supervisor recommend approval of the ordinance amendment.

BACKGROUND: Staff have been discussing potential options for more expedient action in certain situations related to properties that may be an imminent danger and/or immediate and continuing hazard. The city is required to provide as much due process as can be provided, given the circumstances. We anticipate in most cases we will still follow the most conservative path when seeking demolition, but the proposed ordinance may provide another tool staff may use in limited situations.

Proposed section 94.48 would be for possible emergency removal of a building or structure that is an imminent danger due to damage by fire, wind, flood, water, or other catastrophic event to the extent of seventy-five percent (75%) of its value shall be torn down and removed. This can be determined by using the most recent assessed valuation and comparing it to the estimated damage provided by the Fire Department.

Proposed section 94.49 provides an alternative action for properties that are immediate and continuing hazard. This process would follow provisions of Illinois State Statute 65ILCS 5/11-31-1 (e), which in short would be:

- Posting a sign on the front of the property,
- Send Notice of Remediation via certified mail to parties with interest listed in title report,
- Publishing a notice in a local newspaper for 3 consecutive days,
- Recording the Notice of Remediation with the County,
- Wait 30 days from last date of publication,
 - If no response from a person with legal or equitable interest, city can demolish within 120 days,
 - If there is a response and a person seeks a hearing in court and serves a copy of the complaint to the Chief Executive Officer, the City must get permission to demolish it through Knox County Court. If the court dismisses the action, the city must send notice to the objector and wait 30 days whereby the objector can move to vacate the dismissal.

BUDGET IMPACT: There is no anticipated budget impact if the amended ordinance is approved.

SUPPORTING DOCUMENTS:

1. Ordinance amendment to Chapter 94
- cc: File Copy

ORDINANCE NO. _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS, AS FOLLOWS:

SECTION 1 That Section 94.10 of Chapter 94 of the Galesburg Code of Ordinances be, and the same hereby is amended, by inserting therein the following definitions in alphabetical order:

Imminent danger means a condition where there exists reasonable certainty of harm could occur within a short time frame to an individual's or the public's health, safety or welfare if circumstances remain unchanged.

Immediate and continuing hazard means a condition where there exists a reasonable or logical probability of harm to an individual's or the public's health, safety or welfare unless corrective measures are taken including but not limited to demolition of the structure(s).

SECTION 2 That Chapter 94 of the Galesburg Code of Ordinances be, and the same hereby is amended, by adding thereto the following sections:

94.48 EMERGENCY REMOVAL OF DANGEROUS AND UNSAFE BUILDINGS AND STRUCTURES

Any building or structure within the city limits which is an imminent danger due to being damaged by fire, wind, flood, water, or other catastrophic event to the extent of seventy-five percent (75%) of its value shall be torn down and removed immediately upon concurrence of the City Manager, City Attorney, Director of Community Development, Fire Chief and Police Chief or their designees

94.49 ALTERNATIVE DEMOLITION ACTION

In addition to the actions authorized by other sections of this chapter, whenever a dangerous building, structure, or any part thereof, is in such a condition that it is an immediate and continuing hazard and when a slower method of abating the danger would be inadequate to preserve the public health, safety or welfare, the Fire Chief, or any other municipal official whose duty it is to investigate fires may make the investigations authorized by Illinois Compiled Statutes, and in concurrence with the City Manager, City Attorney, Police Chief and Director of Community Development or their designees. If such officer shall find that any building or structure is so occupied or situated is an immediate and continuing hazard as to endanger persons or property, or by reasons of faulty construction, age, lack of repair or for any other cause, is especially liable to fire, or is liable to cause injury by collapsing or otherwise, they shall order the dangerous condition removed or remedied, and shall so notify the owner or occupant of the premises. Service of such notice shall be in accordance with 65 ILCS 5/11-31-1 (e) as now in force and hereafter amended.

SECTION 3 All ordinances, or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4 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
DECEMBER 4, 2023**

AGENDA ITEM: Ordinance to restrict parking along a curve at the intersection of Monroe Street and Hackberry Road.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Public Works and City Engineer recommend approval of this Ordinance to restrict parking along the west side and north side of a curve at the intersection of Monroe Street and Hackberry Road.

BACKGROUND: A request was brought to the Traffic Advisory Committee to restrict parking on the east side of Monroe Street and the south side of Hackberry Road between Dayton Street and Jefferson Street. Per the request, the area of greatest concern with street parking is at a curve in the roadway where Monroe Street and Hackberry Road meet. Both streets are 28 feet wide, and when vehicles are parked on both sides, it reduces traffic to one-way. Parking surveys were sent out to residents in the area where the parking restriction was requested. A majority of the residents were in favor of the parking restriction, however, several commented that they did not want the vehicles parked on the street to relocate to other areas in the neighborhood.

The Committee reviewed the parking surveys, available parking in the area, and the crash reports. Due to several duplex houses on the east side of Monroe Street that have limited off-street parking, it was agreed that eliminating parking on the east side of Monroe Street and south side of Hackberry Road would require residents of those duplexes to park in other areas of the neighborhood. However, due to the curve in the roadway and width of the street, it was agreed that parking should be restricted to only one side of the street to help address concerns with accidents and traffic congestion. There is more available off-street parking for the residents on the west side of Monroe Street and north side of Hackberry Road, therefore the Committee recommended that street parking be restricted on that side.

City staff recommends restricting parking on the west side of Monroe Street from Hackberry Road to 250 feet south of Hackberry Road. Also, it is recommended to restrict parking on the north side of Hackberry Road from Monroe Street to 100 feet east of Monroe Street.

BUDGET IMPACT: Cost of signs.

SUPPORTING DOCUMENTS:

1. Ordinance
2. Parking Restriction Exhibit

ORDINANCE NO. _____

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS, AS FOLLOWS:

SECTION ONE: Appendix V of Chapter 77 of the City of Galesburg Code of Ordinances shall be, and is hereby amended by adding the following language:

- Monroe Street, Hackberry Road to 250 feet south

SECTION TWO: Appendix S of Chapter 77 of the City of Galesburg Code of Ordinances shall be, and is hereby amended by adding the following language:

- Hackberry Road, Monroe Street to 100 feet east

SECTION THREE: All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION FOUR: This ordinance shall be in full force and effect following its passage, approval and publication as required by law.

Approved this _____ day of _____, 2023, by roll call vote as follows:

Roll Call #:

Ayes:

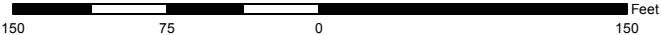
Nays:

Absent: _____

Peter Schwartzman, Mayor

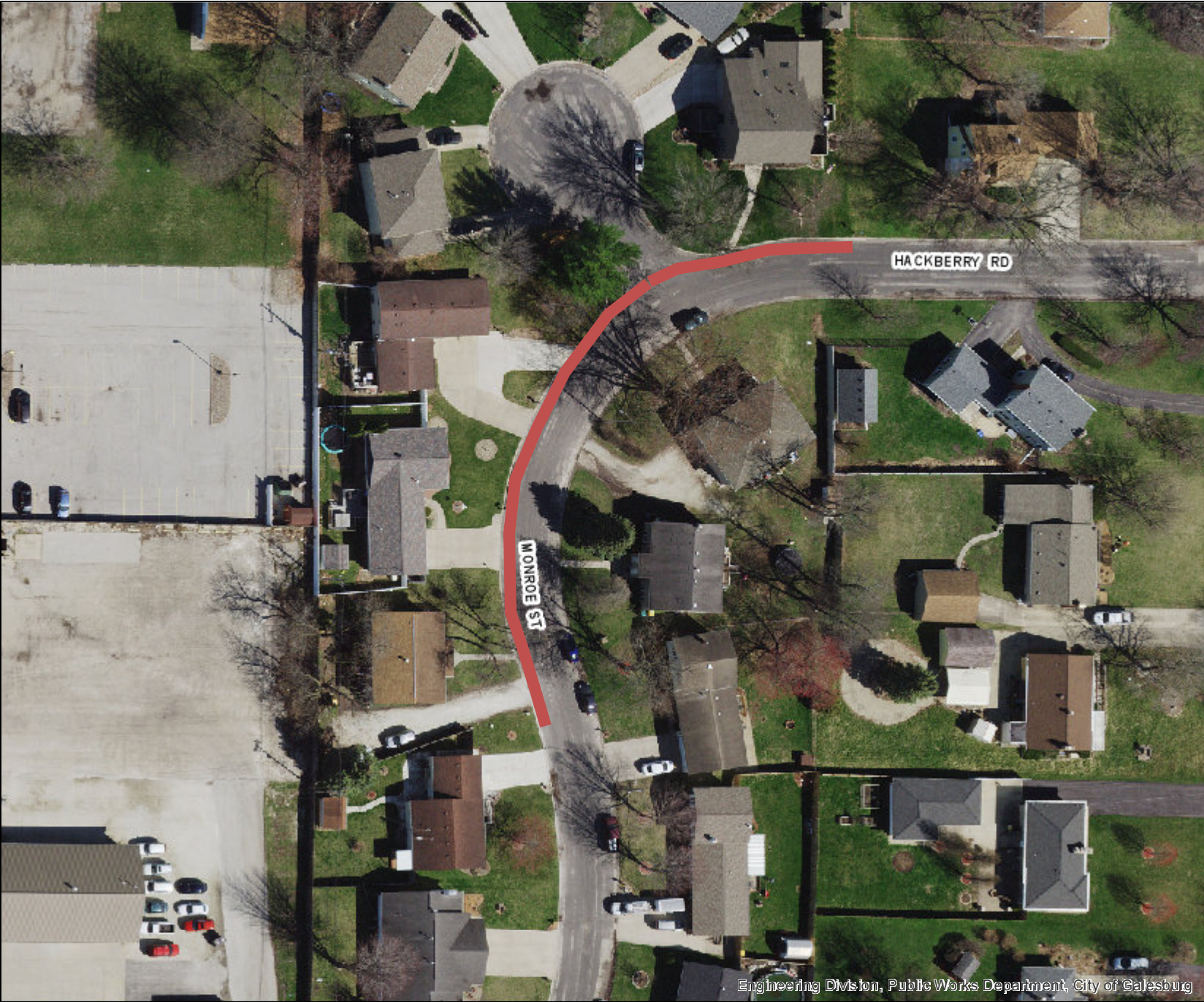
ATTEST:

Kelli R. Bennewitz, City Clerk



Lines

- Proposed
Parking
Restriction



Engineering Division, Public Works Department, City of Galesburg

The determination of fitness of use of this map is solely the responsibility of the user. The user must bear responsibility for the appropriate use of the information with respect to possible errors, original map scale, collection methodology, currency of data and other conditions specific to certain data.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Bids for a bridge replacement at Bunker Links Golf Course.

SUMMARY RECOMMENDATION: The City Manager, Director of Parks and Recreation, City Engineer and Purchasing Agent recommend approval of a bid in the amount of \$80,000 from Sinacola, LLC for replacement of a bridge at Bunker Links Golf Course.

BACKGROUND: An existing wooden bridge on hole 15 at Bunker Links Golf Course is in poor condition and in need of replacement. The existing foundations under the bridge have moved over time causing the bridge to sink and the existing wood structure is deteriorating. This contract includes removal of the existing bridge and foundations and replacement with a new prefabricated fiberglass bridge on helical pile foundations that is designed for use on golf courses. The prefabricated bridge requires no maintenance and is designed to have a service life of more than 50 years.

The project was advertised in the Register Mail and on the City's website. Thirteen (13) bid proposals were sent out to contractors that perform this type of work and three (3) bids were received. The low bidder was Sinacola, LLC from Oak Harbor, Ohio. Sinacola, LLC has prior experience installing similar prefabricated bridges on helical piles. The bids for this project were not within the amount originally budgeted for the work. However, City staff researched different options and estimated costs for the replacement of the bridge and identified this bridge and foundation option as the most economical. City staff recommend approval of the bid in the amount of \$80,000 from Sinacola, LLC. It is anticipated that the work will start this winter and be completed by March 15, 2024.

BUDGET IMPACT: There are sufficient funds available in the Golf Course fund (Fund 19-1920) for this work in the 2023 budget.

SUPPORTING DOCUMENTS:

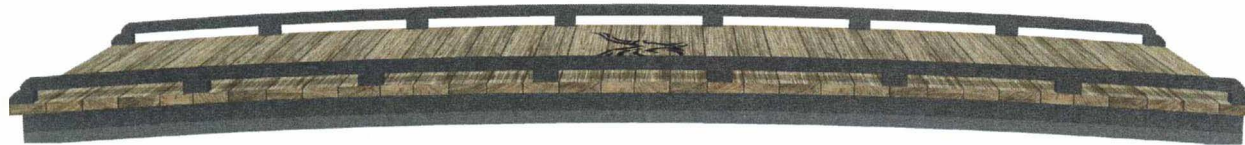
1. Vendors contacted
2. Bid tabulation
3. Bridge rendering

VENDORS CONTACTED:

Gunther Construction Co., Galesburg, IL
Brandt Construction, Milan, IL
Laverdiere Construction, Macomb, IL
Illinois Civil Contractors, Inc., East Peoria, IL
Hein Construction Co., Galesburg, IL

Otto Baum Co., Morton IL
County Contractors, Inc., Quincy, IL
Miller & Son Construction, Mackinaw, IL
Stark Excavating, Bloomington, IL
Phoenix Corporation, Port Byron, IL
Fischer Excavating Inc., Freeport, IL
Miller Trucking & Excavating, Silvis, IL
Sinacola, LLC, Oak Harbor, OH

CITY OF GALESBURG Purchasing Operating Under Council- Manager Government Since 1957									
Bunker Links Hole 15 Bridge Replacement Section: 23-01502-50-BR Bid Date: 12/6/2023				BIDDER NAME: Sinacola, LLC BIDDER ADDRESS: 3915 N. State Route 2 CITY/STATE/ZIP: Oak Harbor, OH 43449		Miller Trucking & Excavating 3303 John Deere Road Silvis, IL 61282		Brandt Construction Co 700 4th Street West Milan, IL 61264	
ATTENDED BY: Miller/Gavin/Miles/Varner				BID SECURITY: Guaranty Check		Bid Bond		Bid Bond	
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	L SUM	PREFABRICATED BRIDGE		\$ 35,000.00	\$ 35,000.00	\$ 50,500.00	\$ 50,500.00	\$ 56,500.00	\$ 56,500.00
1	L SUM	HELICAL PILES		\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,500.00	\$ 12,500.00
1	L SUM	REMOVAL OF EXIST STRUCTURE		\$ 9,000.00	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
1	L SUM	CONSTRUCTION LAYOUT		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
1	L SUM	MOBILIZATION		\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
1	L SUM	BRIDGE INSTALLATION		\$ 16,000.00	\$ 16,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00
1	L SUM	HELICAL PILE DESIGN		\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	\$ 8,500.00	\$ 8,500.00
TOTAL COST					\$ 80,000.00	\$ 97,500.00		\$ 104,500.00	



A BRIDGE RENDERING

SCALE: NTS

*NOTE:

BUYER'S OPTION FOR LOGO ON BRIDGE DECK



BUNKER LINKS
GOLF COURSE

CLIENT

**BUNKER LINKS
GOLF COURSE**

SITE

3535 Lincoln Park Drive,
Galesburg, IL 61401

LOCATION ON SITE

SPECIFICATION

TYPE	WOODY
SIZE	7' X 34'
FINISH	WEATHERED WOOD
GUARD RAIL	CURB
U.L.L.	
V.L.L.	4,000 LBS

ISSUE #

02 PRELIMINARY ENGINEERING

DRAWING

**BRIDGE RENDERING
W/ LOGO**

DATE	08 AUG. 2023	SHEET #
SCALE	NTS	R.01
DRAWN BY	CLC	
FILE #	23-096-TP1-7X34WCa	



1 SE OCEAN BLVD., STUART, FL 34994 USA

P.O. BOX 235, 11-300 EARL GREY DRIVE,
KANATA, ON K2T 1C1

PHONE: 1-888-444-0277
EMAIL: INFO@LINKSBRIDGES.COM
WWW.LINKSBRIDGES.COM

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Purchase and installation of playground equipment at Dale Kelley Tot Lot Park.

SUMMARY RECOMMENDATION: The City Manager, Director of Parks and Recreation, and Purchasing Agent recommend approving the bid for purchase and installation of playground equipment in the amount of \$36,443.00 from Team REIL, Inc.

BACKGROUND: Dale Kelley Tot Lot Park needs an upgrade for new playground equipment. There is currently a slide and swing set, which are both outdated and need to be replaced with new, modern ADA compliant equipment to meet current playground equipment standards. Over the past year, other improvements have been made to Dale Kelley Park including the removal of concrete pads as well as the removal and replacement of trees. A row of trees was planted at the back of the lot in the spring, and additional trees were planted in the park in the fall. A new fence was installed to assist with the safety of children utilizing the park, which is also aesthetically pleasing for the neighborhood.

A cost proposal request was drafted with minimum specifications for the playground to include a free-standing swing set with a minimum of four swings and a spiral slide. The request allowed the proposer to add additional equipment as the budget for the project allowed. Proposal requests were advertised in the Register Mail, posted to the City website, and emailed to known playground equipment vendors.

Two vendors responded to this request, All Inclusive Rec and Team REIL, Inc. Team REIL, Inc. submitted the lowest and best cost proposal meeting specifications in the amount of \$36,443.00. Team REIL, Inc.'s proposal incorporates an arch swing set with an inclusive swing, generation swing, belt swing and a tot swing for flexibility and inclusion, as well as a typhoon slide with steps. Additional equipment incorporated into the proposal was a saddle seat angled post and an intersection climber. The purchase and installation of fiber wood safety surface and a playground border, as well as the installation of playground equipment are also items included in the proposal.

City staff recommend approval of this project using Team REIL, Inc.

BUDGET IMPACT: Sufficient funds are budgeted in the planning fund (054) for the playground and equipment purchase and installation. The city will also utilize the donation of \$6,000.00 provided by the Rotary Club to help fund the purchase of the swing set for the playground.

SUPPORTING DOCUMENTS:

1. Team REIL, Inc. Quote
2. Playground Equipment Pictures

Est. 1991
Team REIL Inc.
 SALES • SERVICE • CONSTRUCTION
 1-888-GET-REIL • WWW.GETREIL.COM

17421 Marengo Rd. Union, IL 60180
 Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
167963	12/4/2023

Salesperson
Shelton Tim

Bill To:	Site Location:
City of Galesburg 55 West Topkins Street Galesburg, IL 61401 Contact: Tifani Miller Phone: (309) 345-3678 Fax: (309) 345-3609 Email: tmiller@ci.galesburg.il.us	 Scope of Work Miracle Equipment Supply, Playground Mulch, with Installation

Notes: Option 1

Description	Qty	Rate/Unit	Amount
Miracle_3.5" Arch Swing Set with 1 Inclusive Swing, 1 Generation Swing, 1 Belt Swing, & 1 Tot Swing	1.00	7,438.00	7,438.00
Miracle_#65748_360 Typhoon Slide W/Steps	1.00	8,256.00	8,256.00
Miracle_#9451_Saddle Seat Angled Post	1.00	969.00	969.00
Miracle_#467_Intersection Climber	1.00	4,410.00	4,410.00
Miracle Freight Charges	1.00	1,437.00	1,437.00
Fibar Wood Safety Surface	90.00	25.00	2,250.00
Fibar Freight Charges	1.00	550.00	550.00
Installation of Playground Equipment	1.00	7,128.00	7,128.00
Site Work_Excavation_Spoils Stay Onsite	1.00	2,500.00	2,500.00
Sales Discount	1.00	-3,050.00	-3,050.00
Labor and Material Payment Bond	1.00	1,750.00	1,750.00
Alternate Option_APS_(52) Playground Borders with Freight & Installation			\$2,805.00

EQUIPMENT QUOTATION

Est. 1991
Team REIL Inc.
 SALES • SERVICE • CONSTRUCTION
 1-888-GET-REIL • WWW.GETREIL.COM

17421 Marengo Rd. Union, IL 60180
 Ph: 888-GET-REIL Fax: 815-923-4303



Quote No	Quote Date
167963	12/4/2023

Salesperson
Shelton Tim

Bill To:	Site Location:
City of Galesburg 55 West Topkins Street Galesburg, IL 61401 Contact: Tifani Miller Phone: (309) 345-3678 Fax: (309) 345-3609 Email: tmiller@ci.galesburg.il.us	 Scope of Work Miracle Equipment Supply, Playground Mulch, with Installation

Notes: Option 1

Description	Qty	Rate/Unit	Amount
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Subtotal: 33,638.00

Sales Tax (If Applicable) 0.00

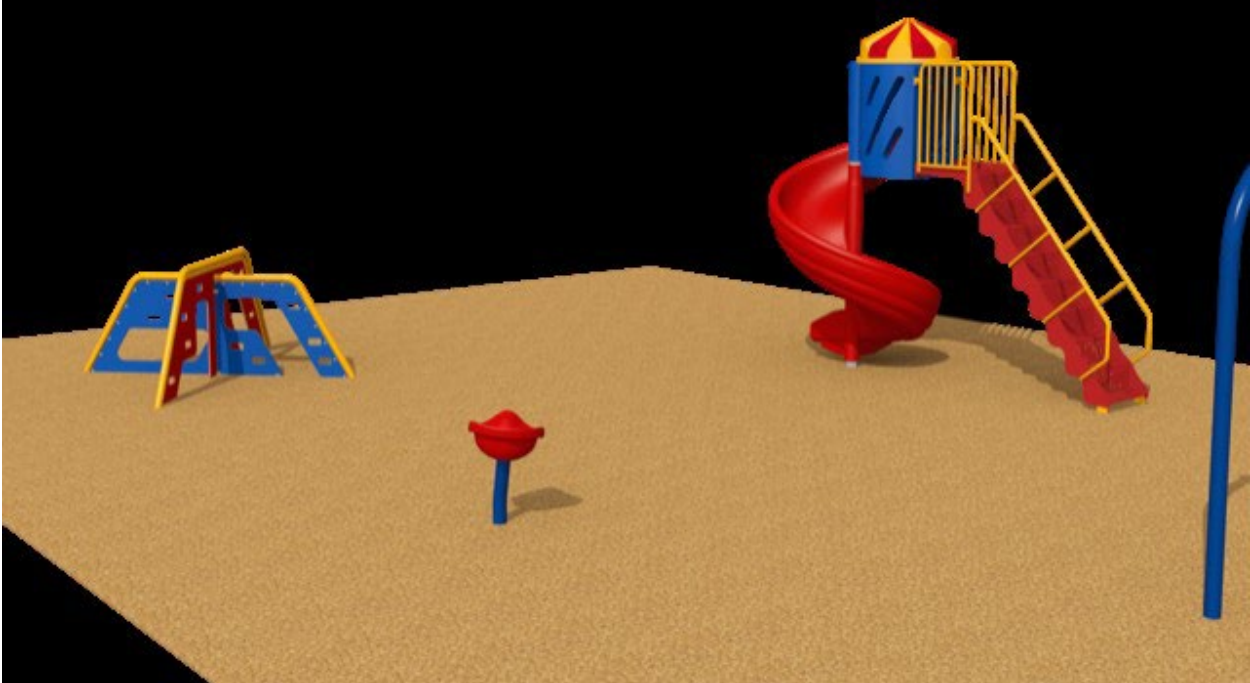
Quote Total: \$ 33,638.00

Due to the volatile manufacturing market, the above equipment prices are only valid for 7 days

Lead Times are now extended due to manufacturing delays
 Unless otherwise specified the above prices do not include installation or Sales Tax.

TERMS: For those who have established credit with us <i>Terms are full payment within 30 days, no retainage, from the date of shipment. Should payment not be received within 30 days, we agree to pay 1 1/2% per month interest on the unpaid balance.</i> For those who do not have established credit at time of order, <i>Orders under \$3,000 require payment in full at time of order, all other orders will be 50% down payment with order and balance prior to shipping.</i> <i>Should the payment not be received within the above terms, we agree to pay all attorneys' fees and other collection costs, which the seller may incur to insure that this account, including any accrued interest is collected in full.</i>

Accepted by:



**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Purchase of two 11 ft rotary mowers.

SUMMARY RECOMMENDATION: The City Manager, Park and Recreation Director, Park Superintendent, Garage Superintendent and Purchasing Agent recommend the City Council approve the bids including trades from MTI Distributing Inc (Berkeley, MO) in the amount \$185,140.68 for the purchase of an 11 ft rotary mower and an 11 ft rotary mower with a cab to be utilized by the Parks and Recreation Division.

BACKGROUND: The Parks and Recreation Division currently utilizes a 2018 and 2019 John Deere 1600 Wide Area Mower as a part of their everyday operations. These mowers are essentially used to maintain all of the baseball and softball fields located in Galesburg. These units have needed numerous repairs including emission and electronic component related repairs over the past five years. The mowers are diagnosed and repaired at a John Deere dealership as the software used to determine the fault codes remains proprietary to John Deere. This leads to excessive, unavoidable downtime causing major delays during the busy mowing season.

The warranty for each of the mowers provided coverage for a two-year period and multiple repairs were completed during that time. During the three years following the warranty period, the continuous need for repairs has cost the city approximately \$48,000 for both units.

Formal bid documents were developed for the purchase of each 11 ft rotary mower. In addition to being advertised in the local paper, the two bid requests were made available on the city website and provided to known commercial mower vendors. Two bids were received for each request from Martin Tractor and MTI Distributing Inc. The bids submitted were outside of the estimated budget for the purchase. Martin Tractor provided the lowest bid by offering the same make and model of mower the city currently utilizes in its operations, a John Deere 1600 Wide Area Mower. The Park Superintendent contacted the vendor to determine if John Deere recently made changes to the emissions or electronic components to correct the issues causing the need for extensive repairs and was told there have been no changes made to the newer models. Consequently, the John Deere mowers offered by Martin Tractor may eventually begin costing the city the same amount of money on similar repairs once the warranty expires.

MTI Distributing Inc offered both a Toro Groundsmaster 4000-D and a Toro Groundsmaster 4010-D (with cab) for a combined total of \$185,140.68 including trades. While Martin Tractor proved to be the lowest bidder submitting bids for a combined total of \$117,489.96 including trades; the cost difference from the bid provided by MTI Distributing is nearly as much as the repair costs the city has incurred on the current John Deere mowers.

The Park and Recreation Division is familiar with Toro brand mowers. The mowers traded during the purchase of the current John Deere mowers are the same make and model as the current Toro mowers offered by MTI Distributing Inc. The mowers were simply traded due to the units being past their useful life, not due to costly repairs. The Park Superintendent called the Toro vendor to verify no changes have been made to the current make and model to ensure the city is receiving essentially the same units as previously owned.

City staff thoroughly reviewed the bids and determined MTI Distributing Inc met the necessary bid requirements and will be most advantageous for the city. City staff recommend approval of these purchases.

BUDGET IMPACT: There are sufficient funds in the Vehicle Replacement Fund (58).

SUPPORTING DOCUMENTS:

1. Bid Tabulations

CITY OF GALESBURG

Finance Department

Bid Tabulation -11 ft Rotary Mower #525

11/8/2023

Attended by: T.Miller/D.Miles/E.Heiden

Company	Martin Tractor	MTI Distributing Inc	
City State	Galesburg, IL	Berkeley, MO	
Cost of New 11 ft Rotary Mower	\$ 63,109.07	\$ 88,772.00	
Less Trade: 2018 JD 1600 Wide Area Mower Unit #25	\$ (10,000.00)	\$ (7,000.00)	
Net Cost to City:	\$ 53,109.07	\$ 81,772.00	
Brand & Model of Unit Offered:	John Deere 1600 Wide Area Mower	Toro Groundsmaster 4000-D, Model #30609	
Delivery Date:	May 2024	Within 6 months ARO	

***Bids are currently under review by city staff

CITY OF GALESBURG

Finance Department

Bid Tabulation -11 ft Rotary Mower w/Cab #522

11/8/2023

Attended by: T.Miller/D.Miles/E.Heiden

Company	Martin Tractor	MTI Distributing Inc	
City State	Galesburg, IL	Berkeley, MO	
Cost of New 11 ft Rotary Mower w/Cab	\$ 76,380.89	\$ 109,368.68	
Less Trade: 2019 JD 1600 Wide Area Mower Unit #522	\$ (12,000.00)	\$ (6,000.00)	
Net Cost to City:	\$ 64,380.89	\$ 103,368.68	
Brand & Model of Unit Offered:	John Deere 1600 Wide Area Mower	Toro Groundsmaster 4010-D, Model #30636	
Delivery Date:	May 2024	Within 6 months ARO	

***Bids are currently under review by city staff

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Reject all bids for the purchase of an 11 ft rotary mower.

SUMMARY RECOMMENDATION: The City Manager, Park and Recreation Director, Park Superintendent, Garage Superintendent and Purchasing Agent recommend the City Council reject all bids for the purchase of an 11 ft rotary mower including a leaf mulching kit for the Golf Division.

BACKGROUND: The Golf Division currently utilizes a 2019 John Deere 1600 Wide Area Mower as a part of their everyday operations. This unit, along with two other 11 ft rotary mowers utilized by the Parks and Recreation Division, has needed numerous repairs including emission and electronic component related repairs over the past five years. The mowers are diagnosed and repaired at the local John Deere dealership as the software used to determine the fault codes remains proprietary to John Deere. This leads to excessive, unavoidable downtime causing major delays during the busy mowing season.

The warranty for each of the mowers provided coverage for a two-year period and multiple repairs were completed during that time. During the three years following the warranty period, the continuous need for repairs has cost the city approximately \$51,000 for all three units. Of that amount, the Golf Division's mower had the least number of repairs costing the city approximately \$3,300.

Formal bid documents were developed for the purchase of an 11 ft rotary mower including a leaf mulching kit. In addition to being advertised in the local paper, this bid request was made available on the city website and provided to known commercial mower vendors. Two bids were received as a result of this request from Martin Tractor and MTI Distributing Inc. Both bids submitted were outside of the estimated budget for the purchase. Martin Tractor provided the lowest bid by offering the same make and model of mower the city currently utilizes in its operations, a John Deere 1600 Wide Area Mower. The Park Superintendent contacted the vendor to determine if John Deere has made changes to the emissions or electronic components to correct the issues causing the need for extensive repairs. City staff were told there have been no changes made to the newer make and model and speculate the purchase of the John Deere mower offered would eventually begin costing the city money in similar repairs once the warranty expires.

Due to the bid prices submitted being outside of the estimated budget for this purchase and the Golf Division's mower incurring the least amount of repair costs, city staff recommends rejection of all bids for the Golf Division's unit. City staff will re-evaluate the need for a new wide area mower for the Golf Division if the cost of repairs significantly increases or when the unit has reached its useful life.

BUDGET IMPACT: None.

SUPPORTING DOCUMENTS:

1. Bid Tabulation

CITY OF GALESBURG

Finance Department

Bid Tabulation -11 ft Rotary Mower w/Leaf Mulching Kit #552

11/8/2023

Attended by: T.Miller/D.Miles/E.Heiden

Company	Martin Tractor	MTI Distributing Inc	
City State	Galesburg, IL	Berkeley, MO	
Cost of New 11 ft Rotary Mower w/Leaf Mulching Kit	\$ 64,417.84	\$ 92,411.48	
Less Trade: 2019 JD 1600 Wide Area Mower Unit #552	\$ (10,000.00)	\$ (6,000.00)	
Net Cost to City:	\$ 54,417.84	\$ 86,411.48	
Brand & Model of Unit Offered:	John Deere 1600 Wide Area Mower	Toro Groundsmaster 4000-D, Model #30609	
Delivery Date:	May 2024	Within 6 months ARO	

***Bids are currently under review by city staff

TRAFFIC ADVISORY COMMITTEE

DECEMBER 2023 REPORT

MISSION: To provide technical recommendations for policy decisions by the City Council in order to create safe, efficient, serviceable streets for residents, visitors, and public safety operation

23-15> Request for an all-way stop at Chamber Street and North Street (Ward 5, Ald. Acerra)

- A request was made by a resident to make the intersection of Chambers Street and North Street an all-way stop.
- The following criteria should be considered for a multi-way STOP sign installation:
 - Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
 - Minimum volumes:
 - The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
 - Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
- There were 8 total crashes in 2021, no crashes in 2022, and 3 crashes in 2023 at the intersection. Of the 8 crashes in 2021, 7 could be susceptible to correction by a multi-way stop installation. All 3 crashes in 2023 could be susceptible to correction by a multi-way stop installation.
- During construction of the Bickerdyke Bridge, the traffic control was changed at the intersection to stop traffic on North Street instead of Chambers Street to avoid traffic backing up to the railroad crossing.
- In 2014, a parking restriction was put in place restricting parking in all directions within 50 feet of the intersection.
- The combined ADT for Chambers Street is 3150 and the combined ADT for North Street is 2200.
- The Committee discussed that while the crash count was high in 2021, the numbers

have come down significantly over the last two years. Also discussed was the fact that the traffic control at the intersection was changed within the last 10 years to make Chambers St. the through street after construction of the Bickerdyke Bridge and the closing of North Street to the west. Changing the traffic control again may confuse motorists and lead to more crashes in the short term. It was also discussed that there does not appear to be a sight distance issue that could be contributing to the crashes.

- However, due to the high crashes in 2021, it is recommended to monitor the number of crashes in 2024. If there are five or more crashes in that time period similar to 2021, TAC will review the item again and discuss recommending possible changes.

Location Map

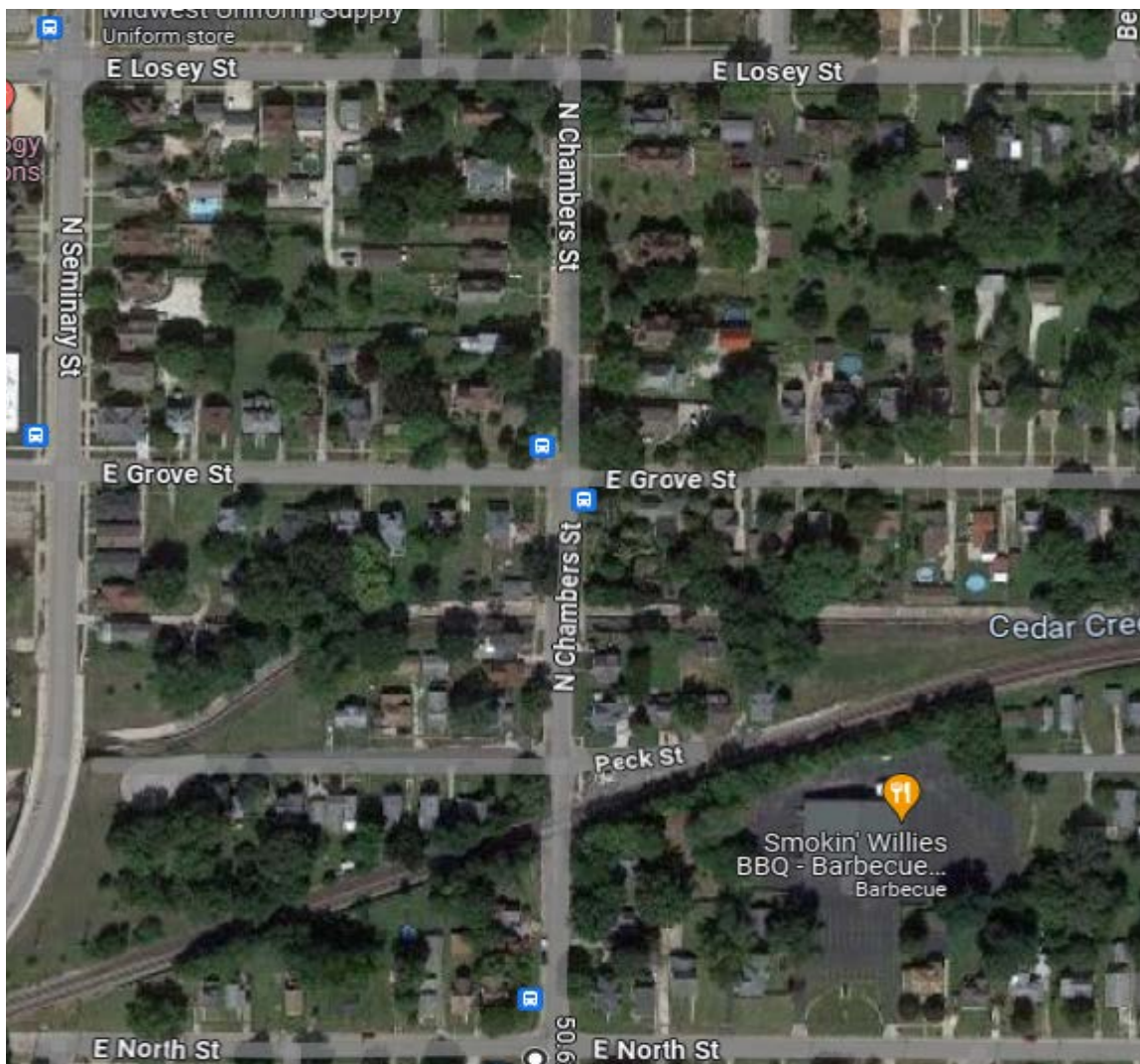


Recommendation: No changes at this time. Monitor crash reports in 2024.

23-16> Request to address speeding concerns on Chambers Street between North Street and Losey Street (Ward 5, Ald. Acerra)

- A request was made by a resident to address speeding on Chambers Street between North Street and Losey Street.
- Speed data was not yet available at the time of the TAC meeting. However, data has since been received and the results are as follows:
 - The 85th percentile speed for both directions was 35 mph.
 - Approximately 1000 of the 11,500 vehicles counted (8%) were traveling in excess of 35 mph.
- The results of the speed study will be discussed and a recommendation will be made at the January TAC meeting.

Location Map

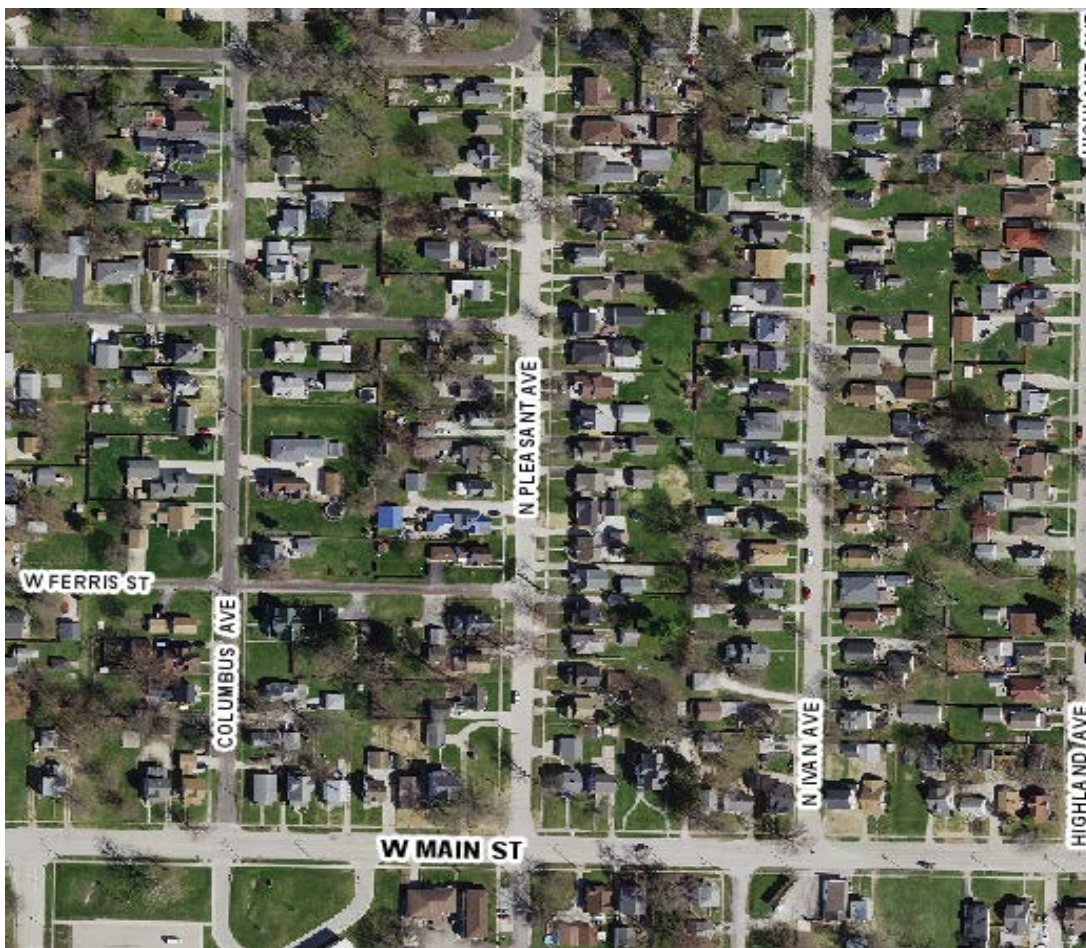


Recommendation: Further study

23-17> Request to address speeding concerns on N. Pleasant Ave. between Main Street and North Street (Ward 6, Ald. Davis)

- A request was made by a resident to address speeding concerns on N. Pleasant Ave. between Main Street and North Street.
- The speed limit on the street is 30 mph.
- Speed data was collected between 11/14/23 and 11/27/23. The results were as follows:
 - The 85th percentile speed for both directions was 31 mph.
 - Approximately 61 of the 1226 vehicles counted (3%) were traveling greater than 35 mph.
- The Committee agreed that based on the data, speeding was not common. It is recommended to increase police enforcement as staffing allows and place the temporary radar feedback trailer on the street.

Location Map



Recommendation: Increase police enforcement as staffing allows and place the temporary radar feedback trailer on the street.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Revolving loan with Smokin Willies BBQ, LLC.

SUMMARY RECOMMENDATION: The KCAP Loan Review Committee met on December 6, 2023, and recommended approval of a \$62,400 revolving loan for a period of five years, amortized over ten years with the first six months of payments being interest only, at 8.25%. The City Manager and Director of Community Development concur with the Loan Review Committee's recommendation.

BACKGROUND: City Council approved Resolution 19-19 on September 3, 2019 which established guidelines for economic development incentives and Resolution 23-52 on September 2, 2023 which expanded the boundary for the Downtown Gap Loan program. 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 (or full time equivalent) jobs within two 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 as approved by Resolution 23-52; the term and rate of the city loan shall match that of the lender up to 10 years.

Smokin Willies BBQ, LLC started as an event/catering business, which led to a food truck and then to operating their business by renting kitchen space in two existing businesses. They are now proposing to purchase and renovate 161 N. Cherry Street so they can operate their business from a permanent location as a full restaurant. The loan will assist with the purchase of equipment and working capital. They anticipate hiring eight part-time employees within the first two years.

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, a junior mortgage on the applicants' personal residential property, and an assignment of life insurance. This item is related to a TIF and Façade incentive that are also on the agenda for consideration.

BUDGET IMPACT: If approved, the \$62,400 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



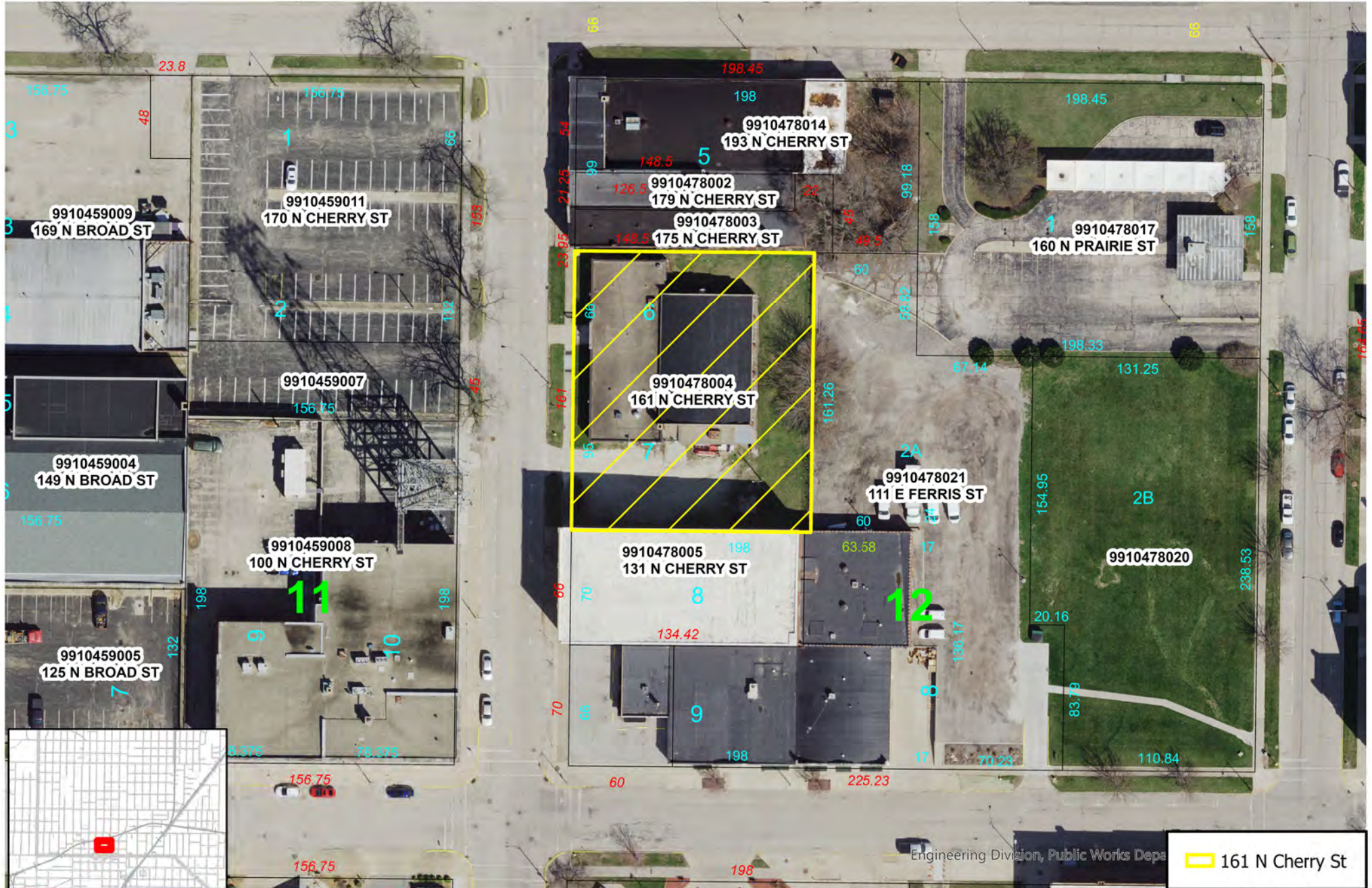
Community Development Department

Community Development Department

Smokin Willies BBQ, LLC

incentives for proposed renovations

60 30 0 60 120 180 Feet



Engineering Division, Public Works Department

161 N Cherry St

The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

November 29, 2023

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

Wednesday, December 6th, 2023

Honorable Members of the Galesburg City Council,

This letter is a formal recommendation for a proposed City of Galesburg Downtown Gap Loan to Smokin' Willies, LLC. Smokin' Willies is requesting \$62,400 in revolving loan financing as part of an overall \$290,600 project that will renovate 161 N Cherry St. This renovation would give Smokin' Willies a permanent bricks and mortar location in the north part of Galesburg's downtown.

Smokin' Willies is owned and operated by Tania Gibbs and Wayland Cunningham and has been in business since 2016. Smokin' Willies started as an event/catering business which then graduated to a food truck and most recently has rented kitchens in two existing businesses. The expansion will not only give Smokin' Willies a permanent full-time location, but it will allow the business to expand its offerings to include a full bar, gaming and event center. The future hours at the new location will also expand, with the restaurant being open Tuesday thru Sunday from 11:00AM to 10:00PM. Renovations to the new building are planned to start after the first of the year and will be completed by the Spring of 2024.

The lead lender for this project is F&M Bank, who will be providing \$154,689 in primary financing. The full sources and uses statement is as follows:

Sources and Uses:

Sources:

F&M Bank:	\$154,689	53%
City of Galesburg RLF:	\$62,400	21%
City TIF and Façade programs:	\$44,451	15%
Owner Equity:	\$29,060	10%
Total:	\$290,600	100%

Uses:

Real Estate Purchase:	\$140,000
Equipment and Working Capital	\$150,600
Total:	\$290,600

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

The proposed loan meets all of the requirements of the City's Downtown Gap Loan program and requires no waivers. Specifically, the borrowing amount will be supported by the creation of 8 new part-time jobs (4 FTE) within the first two years of the loan. The City's loan does not exceed 40% of the total project financing, even when adding in funding from TIF and the Façade program. The City's loan will be adequately collateralized by multiple junior blanket UCCs on Tania and Wayland's business assets and a junior mortgage on their residential property. An assignment of life insurance for both Wayland and Tania will be required as well. Lastly, the borrowers are injecting the required 10% of project costs as equity. Funding for this loan will come from existing Community Development funds at the City.

The Knox County Area Partnership for Economic Development convened a meeting of our internal Revolving Loan Fund Review Committee on December 6th, 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 will have a term of 60 months, with a 120-month amortization and the first six months of the loan will be interest-only to give the borrowers time to complete renovations and open for business. The City's interest rate will match the participating lender's rate of 8.25% fixed.

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 lending decisions.

The KCAP Revolving Loan Fund Review Committee for this project consisted of:

- Lance Oetting, Midwest Bank
- Steve Gugliotta, City of Galesburg
- Interim City Manager John Schlaf
- Zach Maher, First Mid Bank and Trust
- Mike Holloway, F&M Bank (abstained from voting)

In conclusion, 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,

Ken Springer, President
Knox County Area Partnership for Economic Development



REVOLVING LOAN PROGRAM

LOAN AGREEMENT

Between

**CITY OF GALESBURG
and**

SMOKIN WILLIES BBQ, LLC

THIS REVOLVING LOAN AGREEMENT ("Agreement") is made as of the ____ day of _____, 202_, by and between the **City of Galesburg** ("Lender") and **Smokin Willies BBQ, LLC, an Illinois Limited Liability Company** ("Borrower").

WHEREAS, the Lender is interested in expanding its economic base with the primary emphasis on creating jobs;

WHEREAS, the Borrower is interested in establishing a permanent brick and mortar location for their business 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 Sixty-Two Thousand Four Hundred Dollars - \$62,400. 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 161 N Cherry 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.

Smokin Willies BBQ, LLC

Tania Gibbs, Owner

Waylan Cunningham, Owner

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
Smokin Willies BBQ, LLC

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, of **Smokin Willies BBQ, LLC** (the “Borrower”), hereby unconditionally promises to pay to the order of the **City of Galesburg** (the “Lender”), the principal sum of **Sixty-Two Thousand Four Hundred Dollars (\$62,400.00)** 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 **eight and twenty-five hundredths percent (8.25%)**. 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 **January 2, 2024**,
- b) The first payment on the loan shall be **February 1, 2024**,
- c) For the first 6 months, payments will be interest only. The first payment (February 1, 2024) will be **\$423.12**. The second through sixth payment will be **\$429.00**.
- d) For the seventh payment and on the same day of each month thereafter, through the fifty-ninth payment, Borrower shall pay Lender a monthly installment of **\$791.39**, with all payments applied first to interest then to principal,
- e) On the last day of the loan, being **January 1, 2029**, Borrower shall pay Lender a final payment of **\$39,592.28** 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 _____, 202__.

Smokin Willies BBQ, LLC

By: _____
Tania Gibbs, Owner

By: _____
Waylan Cunningham, Owner

[Next Page is full Amortization Schedule]

Smokin Willies BBQ - Fund 25

Compound Period: Monthly

Nominal Annual Rate: 8.250 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/02/2024	62,400.00	1		
2	Payment	02/01/2024	Interest Only	6	Monthly	07/01/2024
3	Payment	08/01/2024	791.39	53	Monthly	12/01/2028
4	Payment	01/01/2029	39,592.28	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	01/02/2024				62,400.00
1	02/01/2024	423.12	423.12	0.00	62,400.00
2	03/01/2024	429.00	429.00	0.00	62,400.00
3	04/01/2024	429.00	429.00	0.00	62,400.00
4	05/01/2024	429.00	429.00	0.00	62,400.00
5	06/01/2024	429.00	429.00	0.00	62,400.00
6	07/01/2024	429.00	429.00	0.00	62,400.00
7	08/01/2024	791.39	429.00	362.39	62,037.61
8	09/01/2024	791.39	426.51	364.88	61,672.73
9	10/01/2024	791.39	424.00	367.39	61,305.34
10	11/01/2024	791.39	421.47	369.92	60,935.42

11	12/01/2024	791.39	418.93	372.46	60,562.96
2024 Totals		6,525.07	4,688.03	1,837.04	
12	01/01/2025	791.39	416.37	375.02	60,187.94
13	02/01/2025	791.39	413.79	377.60	59,810.34
14	03/01/2025	791.39	411.20	380.19	59,430.15
15	04/01/2025	791.39	408.58	382.81	59,047.34
16	05/01/2025	791.39	405.95	385.44	58,661.90
17	06/01/2025	791.39	403.30	388.09	58,273.81
18	07/01/2025	791.39	400.63	390.76	57,883.05
19	08/01/2025	791.39	397.95	393.44	57,489.61
20	09/01/2025	791.39	395.24	396.15	57,093.46
21	10/01/2025	791.39	392.52	398.87	56,694.59
22	11/01/2025	791.39	389.78	401.61	56,292.98
23	12/01/2025	791.39	387.01	404.38	55,888.60
2025 Totals		9,496.68	4,822.32	4,674.36	
24	01/01/2026	791.39	384.23	407.16	55,481.44
25	02/01/2026	791.39	381.43	409.96	55,071.48
26	03/01/2026	791.39	378.62	412.77	54,658.71
27	04/01/2026	791.39	375.78	415.61	54,243.10
28	05/01/2026	791.39	372.92	418.47	53,824.63
29	06/01/2026	791.39	370.04	421.35	53,403.28
30	07/01/2026	791.39	367.15	424.24	52,979.04
31	08/01/2026	791.39	364.23	427.16	52,551.88
32	09/01/2026	791.39	361.29	430.10	52,121.78
33	10/01/2026	791.39	358.34	433.05	51,688.73
34	11/01/2026	791.39	355.36	436.03	51,252.70
35	12/01/2026	791.39	352.36	439.03	50,813.67
2026 Totals		9,496.68	4,421.75	5,074.93	

36	01/01/2027	791.39	349.34	442.05	50,371.62
37	02/01/2027	791.39	346.30	445.09	49,926.53
38	03/01/2027	791.39	343.24	448.15	49,478.38
39	04/01/2027	791.39	340.16	451.23	49,027.15
40	05/01/2027	791.39	337.06	454.33	48,572.82
41	06/01/2027	791.39	333.94	457.45	48,115.37
42	07/01/2027	791.39	330.79	460.60	47,654.77
43	08/01/2027	791.39	327.63	463.76	47,191.01
44	09/01/2027	791.39	324.44	466.95	46,724.06
45	10/01/2027	791.39	321.23	470.16	46,253.90
46	11/01/2027	791.39	318.00	473.39	45,780.51
47	12/01/2027	791.39	314.74	476.65	45,303.86
2027 Totals		9,496.68	3,986.87	5,509.81	
48	01/01/2028	791.39	311.46	479.93	44,823.93
49	02/01/2028	791.39	308.16	483.23	44,340.70
50	03/01/2028	791.39	304.84	486.55	43,854.15
51	04/01/2028	791.39	301.50	489.89	43,364.26
52	05/01/2028	791.39	298.13	493.26	42,871.00
53	06/01/2028	791.39	294.74	496.65	42,374.35
54	07/01/2028	791.39	291.32	500.07	41,874.28
55	08/01/2028	791.39	287.89	503.50	41,370.78
56	09/01/2028	791.39	284.42	506.97	40,863.81
57	10/01/2028	791.39	280.94	510.45	40,353.36
58	11/01/2028	791.39	277.43	513.96	39,839.40
59	12/01/2028	791.39	273.90	517.49	39,321.91
2028 Totals		9,496.68	3,514.73	5,981.95	
60	01/01/2029	39,592.28	270.37	39,321.91	0.00

2029 Totals	39,592.28	270.37	39,321.91
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Grand Totals	84,104.07	21,704.07	62,400.00
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Last interest amount increased by 0.03 due to rounding.

EXHIBIT B
to Loan Agreement between
CITY of GALESBURG
and
Smokin Willies BBQ, 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 **Smokin Willies BBQ, LLC** to assist the business in purchasing working capital and inventory **at 161 N Cherry Street to operate a restaurant.**

The uses of funds and the financing required for the project are provided in the “Project Budget” below. The City’s loan of **\$62,400** is being provided at three percent (8.25%) over a term of ten (**5**) years, amortized over ten (**10**) years and interest only payments the first six months. The project will result in the **creation of 8 part-time (4 full time equivalent) jobs within 24 months of the execution of the loan agreement.**

Project Budget

<u>USES OF FUNDS</u>			<u>SOURCES OF FUNDS</u>		
Equipment & Working Capital	\$151,276	52%	F&M Bank loan	\$154,689.00	53%
Real Estate Purchase	\$140,000	48%	Owner's Equity	\$29,060.00	10%
			City of Galesburg - (RLF)	\$62,400.00	21%
			City of Galesburg - (TIF)	\$26,135.87	9%
			City of Galesburg - (Façade)	\$18,991.39	7%
TOTAL USES	\$291,276	100%	TOTAL SOURCES	\$291,276	100%

EXHIBIT C
to Loan Agreement between
CITY of GALESBURG
and
Smokin Willies BBQ, LLC

OTHER FINANCING OF BORROWER

<u>SOURCES OF FUNDS</u>		Interest Rate	Term	Amortized	Lien Position	Note
F&M Bank loan	\$154,689.00	53%	8.25	5 yrs	10 yrs	1 st 1st 6 months interest only payments
Owner's Equity	\$29,060.00	10%				
City of Galesburg - (RLF)	\$62,400.00	21%	8.25	5 yrs	10 yrs	2 nd 1st 6 months interest only payments
City of Galesburg - (TIF)	\$26,135.87	9%				
City of Galesburg - (Façade)	\$18,991.39	7%				
TOTAL SOURCES		\$291,276	100%			

EXHIBIT D
to Loan Agreement between
CITY of GALESBURG
and
Smokin Willies BBQ, LLC

OTHER LIENS, CLAIMS or ENCUMBRANCES AGAINST the COLLATERAL

F&M Bank:

- First mortgage on personal residential property at 203 S Timber St, Knoxville, IL 61448
- First position UCC-1 filing to the IL Secretary of the State for all business assets,
- First position on mortgage and assignment of rents for 161 N Cherry St, Galesburg, IL 61401
- Assignment of Life Insurance for both Tania Gibbs and Wayland Cunningham

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,
- Security Agreement for all business assets,
- Junior mortgage on personal residential property at 203 S Timber St, Knoxville, IL 61448
- Assignment of Life Insurance for both Tania Gibbs and Wayland Cunningham

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
Smokin Willies, 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 <https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-rates.html>. 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: **Smokin Willies BBQ, LLC**

Business Location: **161 N Cherry Street, Galesburg IL 61401**

Dated this _____ day of _____, 2023.

Authorized Signature: _____ Printed Signature: Tania Gibbs, Owner

Authorized Signature: _____ Printed Signature: Waylan Cunningham, Owner

SECURITY AGREEMENT

This Security Agreement between the **City of Galesburg**, an Illinois Municipal Corporation ("Lender") and Smokin Willies BBQ, LLC ("Borrower") is dated as of _____, 2023.

Lender and Borrower have entered into a Loan Agreement dated as of _____, 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"):

 X (i) The real estate property at: (203 S Timber St, Knoxville, IL 61448) to be secured with a mortgage;

 (ii) All accounts, contract rights, chattel paper, instruments and documents;

 X (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

- _____ (vii) 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.

Smokin Willies BBQ, LLC
Address: **161 N Cherry St**
Galesburg, IL 61401

By: _____
Tania Gibbs, as an individual

By: _____
Waylan Cunningham, as an individual

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
Smokin Willies BBQ, LLC

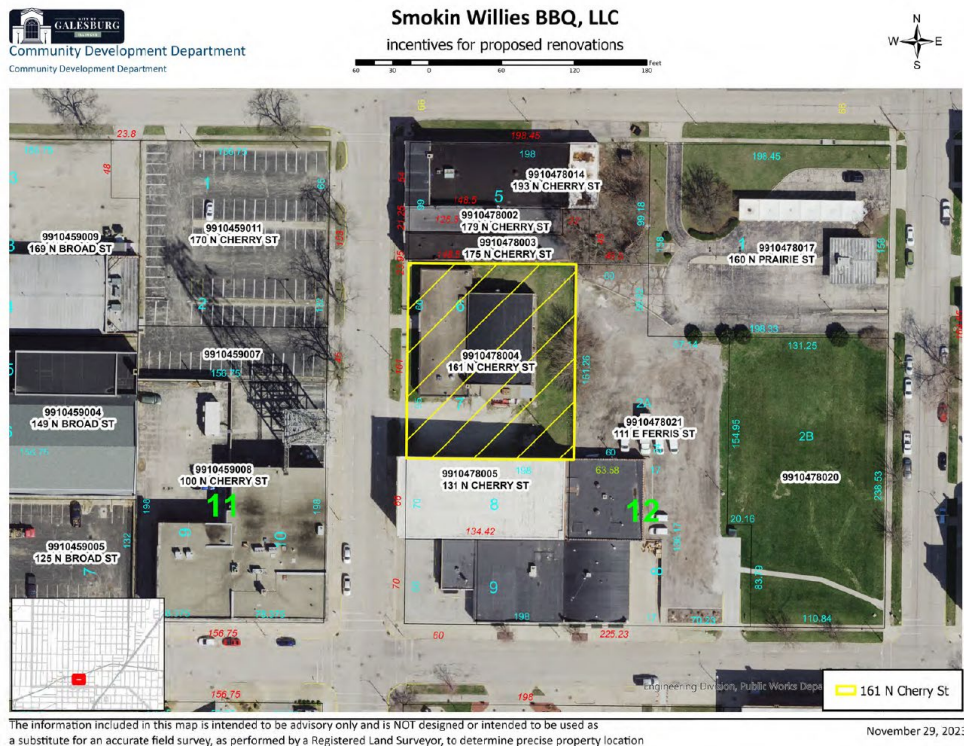
Location of Collateral

Legal Description and Common address:

Sublots Six (6) and Seven (7) except the East Sixty (60) feet of said Sublots, in Block 12 in the City of Galesburg, Knox County, Illinois, according to plat in Volume 53, page 179.

PROPERTY IDENTIFICATION NUMBER (PIN): **99-10-478-004**

COMMONLY KNOWN AS: **161 N Cherry 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).

ASSIGNMENT OF LIFE INSURANCE

1. The Assignment:

In exchange for value received, associated with an RF loan dated _____, 2023, by Tania Gibbs, Smokin Willies BBQ, LLC of 203 S Timber St, Knoxville, IL 61448, assignor, assigns, transfers, and delivers to (name of the local government RF lender), of (address of the local government), assignee, (his or her or its) successors or assigns, life insurance policy no. _____ issued by (name of the life insurance company), insurer, and any supplementary contract issued in connection with it on the life of (name of the proprietor, shareholder or key management member), of (address of the insured individual), and all my rights, title, and interest except as provided in Section 3, subject to all the terms and conditions of the above cited life insurance policy and to all superior liens, if any, that insurer may have against the policy.

2. Rights of Assignee:

Assignor agrees that the following specific rights pass to assignee by virtue of this agreement:

- a. the sole right to collect from insurer and amount equal to the outstanding principal balance and any accrued interest or penalty payments due on the aforementioned RF loan from the net proceeds of the life insurance policy when it becomes a claim by death or maturity;
- b. the sole right to surrender the life insurance policy and receive the surrender value at any time provided by the terms of the life insurance policy and at other times as insurer may allow, and the full right to obtain one or more loans or advances on the life insurance policy from insurer, these rights subject however, to the provisions of Section 5a;
- c. the sole right to collect and receive all distributions or shares of surplus, dividend deposits, or additions to the life insurance policy now or subsequently made or apportioned, and to exercise any and all options contained in the life insurance policy; provided that unless and until assignee notifies insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits, and additions will continue on the plan in force at the time of this assignment; and
- d. the sole right to exercise all nonforfeiture rights permitted by the terms of the life insurance policy or allowed by insurer and to receive all benefits and advantages.

3. Rights reserved by Assignor:

It is expressly agreed that so long as the life insurance policy has not been surrendered, the following specific rights are reserved and excluded from this assignment and do not pass to assignee:

- a. the right to collect from insurer any disability benefit payable in cash that does not reduce the amount of insurance;
- b. the right to designate and change the beneficiary; and

- c. the right to elect and optional mode of settlement permitted by the policy or allowed by insurer.

4. Indebtedness Secured:

This assignment of the previously described life insurance policy is made as collateral security for any and all indebtedness of assignor to assignee, either now existing or that may subsequently arise between assignor and assignee. Assignee agrees to apply any and all money received from insurer to the satisfaction of the outstanding RF loan indebtedness, and to pay to assignor, (his or her) legal representatives, heirs, or assigns, any balance remaining after payment of the RF loan indebtedness existing at the time of payment.

5. Covenants of Assignee:

Assignee covenants that:

- a. the assignee will not exercise either the right to surrender the policy or, except for the purpose of paying premiums, the right to obtain policy loans from insurer, until there has been default in any of the ten existing indebtedness secured by this assignment or a failure to pay any premium when due, or until days after assignee has mailed to assignor, at the address last supplied in writing to assignee, notice of intention to exercise the right, with specific reference to this assignment; and
- b. the assignee will, on request and without unreasonable delay, forward to insurer the policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

6. Payment of Charges on Policy:

Assignor agrees to pay, and assignee will be under no obligation to pay, any premium, or the principal of or interest on any loans or advances on the life insurance policy whether or not obtained by assignee, or any other charges on the life insurance policy. However, any amounts so paid by assignee will become a part of the indebtedness secured, will be due immediately, and will draw interest at the rate of percent per year from date of payment.

Dated:

Tania Gibbs, insured party

Dated:

Peter Schwartzman, Mayor
Local government beneficiary

ASSIGNMENT OF LIFE INSURANCE

1. The Assignment:

In exchange for value received, associated with an RF loan dated _____, 2023, by Waylan Cunningham, Smokin Willies BBQ, LLC of 203 S Timber St, Knoxville, IL 61448, assignor, assigns, transfers, and delivers to (name of the local government RF lender), of (address of the local government), assignee, (his or her or its) successors or assigns, life insurance policy no. _____ issued by (name of the life insurance company), insurer, and any supplementary contract issued in connection with it on the life of (name of the proprietor, shareholder or key management member), of (address of the insured individual), and all my rights, title, and interest except as provided in Section 3, subject to all the terms and conditions of the above cited life insurance policy and to all superior liens, if any, that insurer may have against the policy.

2. Rights of Assignee:

Assignor agrees that the following specific rights pass to assignee by virtue of this agreement:

- a. the sole right to collect from insurer and amount equal to the outstanding principal balance and any accrued interest or penalty payments due on the aforementioned RF loan from the net proceeds of the life insurance policy when it becomes a claim by death or maturity;
- b. the sole right to surrender the life insurance policy and receive the surrender value at any time provided by the terms of the life insurance policy and at other times as insurer may allow, and the full right to obtain one or more loans or advances on the life insurance policy from insurer, these rights subject however, to the provisions of Section 5a;
- c. the sole right to collect and receive all distributions or shares of surplus, dividend deposits, or additions to the life insurance policy now or subsequently made or apportioned, and to exercise any and all options contained in the life insurance policy; provided that unless and until assignee notifies insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits, and additions will continue on the plan in force at the time of this assignment; and
- d. the sole right to exercise all nonforfeiture rights permitted by the terms of the life insurance policy or allowed by insurer and to receive all benefits and advantages.

3. Rights reserved by Assignor:

It is expressly agreed that so long as the life insurance policy has not been surrendered, the following specific rights are reserved and excluded from this assignment and do not pass to assignee:

- a. the right to collect from insurer any disability benefit payable in cash that does not reduce the amount of insurance;
- b. the right to designate and change the beneficiary; and

- c. the right to elect and optional mode of settlement permitted by the policy or allowed by insurer.

4. Indebtedness Secured:

This assignment of the previously described life insurance policy is made as collateral security for any and all indebtedness of assignor to assignee, either now existing or that may subsequently arise between assignor and assignee. Assignee agrees to apply any and all money received from insurer to the satisfaction of the outstanding RF loan indebtedness, and to pay to assignor, (his or her) legal representatives, heirs, or assigns, any balance remaining after payment of the RF loan indebtedness existing at the time of payment.

5. Covenants of Assignee:

Assignee covenants that:

- a. the assignee will not exercise either the right to surrender the policy or, except for the purpose of paying premiums, the right to obtain policy loans from insurer, until there has been default in any of the ten existing indebtedness secured by this assignment or a failure to pay any premium when due, or until days after assignee has mailed to assignor, at the address last supplied in writing to assignee, notice of intention to exercise the right, with specific reference to this assignment; and
- b. the assignee will, on request and without unreasonable delay, forward to insurer the policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

6. Payment of Charges on Policy:

Assignor agrees to pay, and assignee will be under no obligation to pay, any premium, or the principal of or interest on any loans or advances on the life insurance policy whether or not obtained by assignee, or any other charges on the life insurance policy. However, any amounts so paid by assignee will become a part of the indebtedness secured, will be due immediately, and will draw interest at the rate of percent per year from date of payment.

Dated:

Waylan Cunningham, insured party

Dated:

Peter Schwartzman, Mayor
Local government beneficiary

Submitted by:
Kelli R. Bennewitz
City Clerk
City of Galesburg

Return to:
Kelli R. Bennewitz
City Clerk
City of Galesburg
P.O. Box 1387
Galesburg, IL 61401

MORTGAGE – 203 S Timber St, Knoxville, IL 61448

THIS MORTGAGE ("Mortgage") made as of the _____ day of _____, 202__ by **Smokin Willies BBQ, LLC, an Illinois Limited Liability Company**, an Illinois corporation (hereinafter called "Mortgagor") to the **City of Galesburg** (hereinafter called ("Mortgagee")):

WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee that certain Promissory Note, of even date herewith, in an aggregate original principal amount of **Sixty-Two Thousand Four Hundred and no/100 dollars (\$62,400)** ("Note");

WHEREAS, as a condition to the extension of credit evidenced by the Note and the Loan Agreement, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the payment of the principal amount evidenced by the Note together with interest thereon and other payment and performance obligations related to this Mortgage (the aforesaid **\$62,400.00**) of principal indebtedness, plus interest and other payment and performance obligations being hereinafter referred to collectively as the "Liabilities");

WHEREAS, the Liabilities secured hereby shall not exceed \$62,400.00 in addition to all accrued interests and advances properly chargeable to Mortgagor;

NOW, THEREFORE, TO SECURE PAYMENT of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof is hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the following described real estate in Knox, County, Illinois.

See Exhibit A attached hereto and by this reference made a part hereof which real estate, together with the property is hereinafter called the "premises".

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to: (a) any lands occupied by streets, alleys, or public places adjoining said premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges thereunto belonging or appertaining; (c) all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; (d) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; and (e) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate. It is mutually agreed, intended and declared, that all of the aforesaid property owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the premises, and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the premises and does hereby transfer and assign to Mortgagee all such leases and agreements. Mortgagor agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a default under the Loan Agreement, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to manage said property and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said property, giving and granting unto said Mortgagee

and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the actual possession of the premises by the Mortgagee. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth, Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and Mortgagor hereby covenants that, at the time of the ensembling and delivery of these presents, Mortgagor is well seized of said real estate and premises in fee simple, and with full legal and equitable title to the mortgaged property, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, except as described on Exhibit B attached hereto and made a part hereof, and that Mortgagor will forever defend the same against all lawful claims.

1. Mortgagor agrees (a) not to abandon the premises; (b) to keep the premises in good, safe and insurable condition and repair and not to commit or suffer waste; (c) to retain from impairing or diminishing the value of this Mortgage; and (d) neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the premises without the written consent of Mortgagee.
2. Mortgagor agrees to pay not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the premises.
3. Mortgagor agrees that, if the United States or the State of Illinois or any of their subdivisions having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the premises or upon Mortgagee by reason of or as holder of any of the foregoing then Mortgagor shall pay (or reimburse Mortgagee for) such taxes, assessments or impositions.
4. Mortgagor agrees to maintain in force at all times insurance coverage on the premises as required by the Loan Agreement.

5. Mortgagor agrees that it will comply with all laws, ordinances, acts, rules, regulations and orders of any commission or officer (whether federal, state or local) exercising any power of regulations or supervision over Mortgagor, or any part of the premises, whether the same be directed to the repair thereof, manner of use thereof, structural alternation of buildings located thereon, or otherwise.
6. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver then to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the liabilities and regardless whether this Mortgage shall have been released.
7. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the premises when due, Mortgagor agrees to thereafter, at Mortgagee's request, make monthly deposits in an interest-bearing account, which account shall be pledged to Mortgagee, at a bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1112th of the annual general real estate taxes levied on the premises and 1112th of the annual premium required to maintain insurance in force on the premises in accordance with the provisions of this Mortgage.
8. If any building or other improvement now or hereafter erected on the premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagee shall have the right either to apply any insurance proceeds or other recovery related to said loss to a reduction of the Liabilities or to require Mortgagor to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially their former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Plans and specifications for the restoration as hereon required shall be submitted to Mortgagee prior to commencement of work and shall be subject to reasonable approval of Mortgagee.
9. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and the costs of any settlement or judgement, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage and all such fees, expenses and costs shall be additional Liabilities secured hereby.
10. Mortgagor hereby assigns to Mortgagee, as additional security all *awards of* damage resulting from condemnation proceedings or the taking of or injury to the premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to

Mortgagee and all of its expenses in connection with such proceedings, including reasonable attorney's fees and expenses to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

11. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may, but need not, make any payment or perform and act herein before required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof All money paid for any of *the* purposes herein authorized and all other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the interest rate described in the Note ("Interest Rate") until paid to Mortgagee in full.
12. Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, to call at the premises (or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hindrance or delay, to make such inspection and verification of the premises, and the affairs, finances and business of Mortgagor in connection with the circumstances, and to discuss the same with any agents or employees of Mortgagor.
13. A default shall be deemed to have occurred under this Mortgage ("default") upon the occurrence of a "Default" under the Loan Agreement or upon Mortgagor's failure to observe or perform any covenant or agreement contained in this Mortgage. If any such default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:
 - a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.
 - b) It shall be lawful for Mortgagee to (i) immediately see the premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter either before or after sale, without notice and without required bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the

- benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due, during such foreclosure suite and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.
- c) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, to enter upon and take possession of the premises, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and after deducting all reasonable expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.
14. In any foreclosure of this Mortgage by action, or any sale of the premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeds of such foreclosure proceeding or sale:
- a) all of the Liabilities and other sums secured hereby which then remain unpaid;
 - b) all other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and
 - c) all court costs, attorneys' and paralegals' fees and expenses, appraisers' fees, advertising costs, notice expenses, expenditures for documentary an expert evidence, and costs of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, to which Mortgagee shall be a party, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement.
15. In the event of a foreclosure of this Mortgage the Liability then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.
16. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute,

acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

17. All notices, demands, consents requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed as follows:

if to Mortgagor: SMOKIN WILLIES BBQ, LLC
TANIA GIBBS AND/OR WAYLAN CUNNINGHAM
203 S TIMBER STREET
KNOXVILLE, IL 61448

if to Mortgagee: City of Galesburg
55 West Tompkins Street
PO Box 1387
Galesburg, Illinois 61402-1387

Mortgagor or Mortgagee shall, from time to time have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other address in the United States upon giving ten (10) days' written notice thereof.

18. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Mortgage.
19. Upon full payment of all sums secured hereby or upon application on the liabilities of the proceeds of any sale of the premises in accordance with the provisions of this Mortgage, at the time and in the manner provided, this conveyance shall be null *and* void and, upon demand therefore following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagee to Mortgagor.
20. This Mortgagee shall be binding upon the Mortgagor and upon the successors, assigns and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns.

21. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) any and all statutory or equitable rights of redemption from sale by advertisement or sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except decree or judgement creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date hereof
22. Mortgagor shall not permit any liens or security interests (including any mechanics' or materials' liens), other than those described on Exhibit 13 attached hereto and those in favor of Mortgagee or an affiliate of Mortgagee, to remain filed or attached to the premises for a period in excess of thirty (30) days without the written consent of Mortgagee, and Mortgagor shall not sell, convey, refinance or otherwise dispose of all or any part of the premises without the prior written consent of Mortgagee. If Mortgagee may elect, by notice in writing to Mortgagor, to declare all of the Liabilities, or any part thereof, and all other sums secured hereby to be and to become due and payable immediately upon the giving of such notice.
23. This mortgage is junior to the prior liens identified in Exhibit B.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by SMOKIN WILLIES BBQ, LLC on behalf of Mortgagor (and said person hereby represents that he possessed full power and authority to execute this instrument).

THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

SMOKIN WILLIES BBQ, LLC

By: _____
TANIA GIBBS

By: _____
WAYLAN CUNNINGHAM

WITNESS:

WITNESS:

STATE OF ILLINOIS)
 SS
COUNTY OF KNOX)

On this ____ day of _____ , 202__, before me appeared TANIA GIBBS, who being by me duly sworn, did say that he is owner of SMOKIN WILLIES BBQ, LLC and that said instrument was signed by TANIA GIBBS.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

STATE OF ILLINOIS)
 SS
COUNTY OF KNOX)

On this ____ day of _____ , 202__, before me appeared WAYLAN CUNNINGHAM, who being by me duly sworn, did say that he is owner of SMOKIN WILLIES BBQ, LLC and that said instrument was signed by WAYLAN CUNNINGHAM.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires: _____

EXHIBIT A
TO
MORTGAGE DATED _____, 202__

Legal Description and Common Address:

The South 15 feet of the West 60 feet of Lot 1 and also the North 42 feet of the West 60 feet of Lot 2 in Block 5 in Hansford and Sanburn's Subdivision of Outlots in the Town, now City of Knoxville, Knox County, Illinois.

COMMONLY KNOWN AS: 203 Timber St, Knoxville, IL
PROPERTY IDENTIFICATION NUMBER: 10-28-376-002

EXHIBIT B
TO
MORTGAGE DATED _____, 202__

Liens, claims, and encumbrances:

First mortgage to F&M Bank in amount of \$154,689.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Facade grant for Smokin Willies BBQ, LLC, 161 N Cherry Street.

SUMMARY RECOMMENDATION: The Facade Advisory Committee (FAC) met on December 5, 2023, and recommended approval of the facade assistance in an amount not to exceed \$18,991.39, or 50% of the actual final project costs, whichever is less.

BACKGROUND: Smokin Willies BBQ, LLC is proposing to purchase 161 N Cherry Street and conduct renovations to open a permanent home for their business. Façade renovation includes the installation of a sign face using the existing frame, exterior lighting for both security and aesthetics and the installation of five new windows in front and three on the side to replace old block and boarded up windows. It is anticipated at least eight part-time jobs will be created as a result of this project.

If approved, the owner anticipates beginning work in February 2024 with an estimated completion by October 2, 2024. The estimated total façade project cost is \$37,982.78 and they are eligible to request up to \$18,991.39 through the facade grant program. The remaining funds to complete the project will be paid by the owner through owners' equity, a bank loan, a Tax Increment Financing incentive, and a City Downtown Revolving Loan.

BUDGET IMPACT: There are sufficient funds in TIF 4 (Fund 049).

SUPPORTING DOCUMENTS:

1. Aerial – general location
2. Facade Agreement



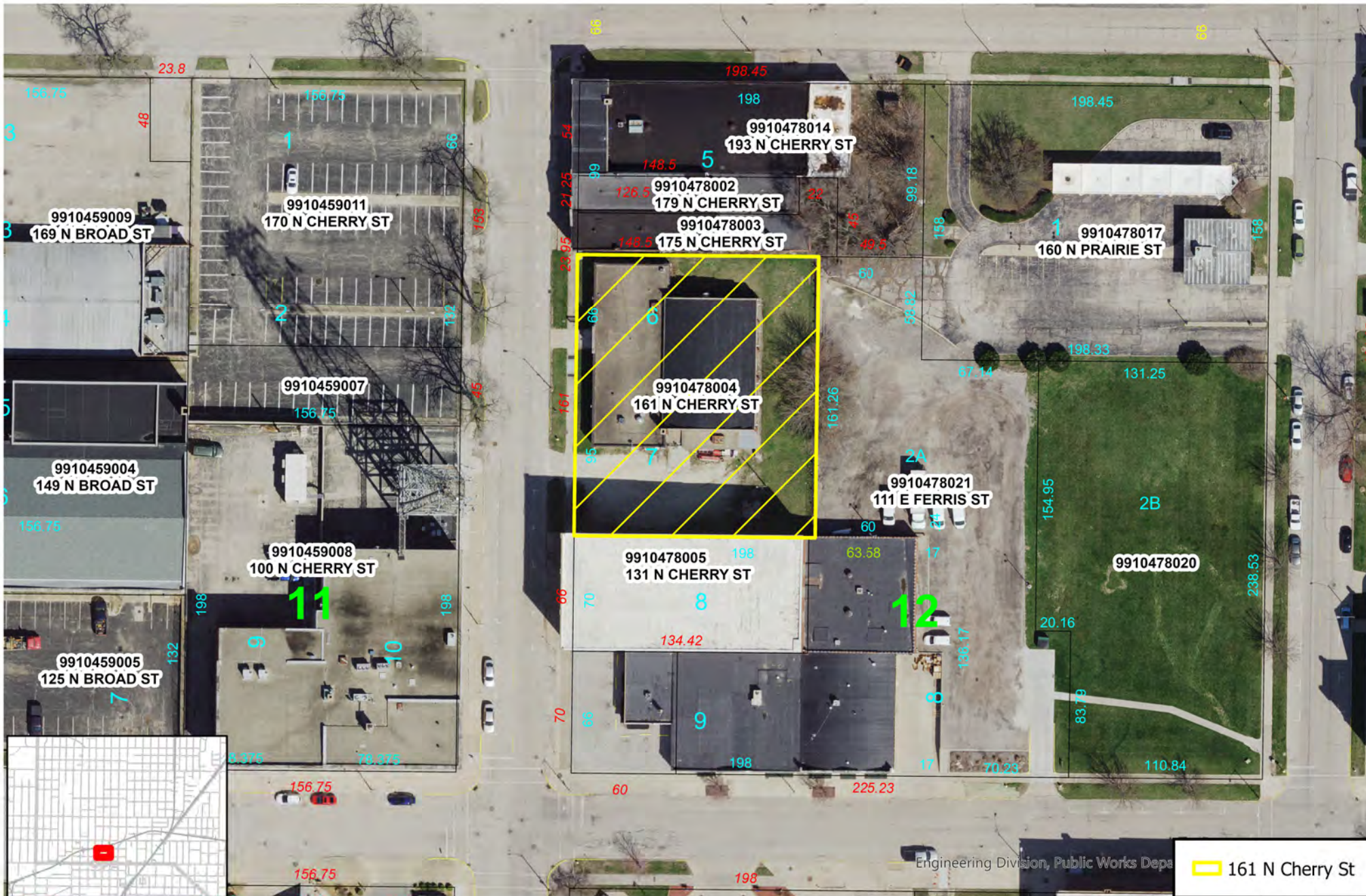
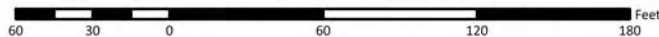
Community Development Department

Community Development Department

Smokin Willies BBQ, LLC

incentives for proposed renovations

[Back to Agenda](#)



The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

November 29, 2023

FACADE GRANT AGREEMENT
WITH
SMOKIN WILLIES BBQ, LLC

Sublots Six (6) and Seven (7) except the East Sixty (60) feet of said Sublots, in Block 12 in the City of Galesburg, Knox County, Illinois, according to plat in Volume 53, page 179.

COMMONLY KNOWN AS: 161 N Cherry St, Galesburg, IL 61401

PROPERTY IDENTIFICATION NUMBER: 99-10-478-004

Submitted by:
Kelli Bennewitz
City Clerk
City of Galesburg

Return to:
Kelli Bennewitz
City Clerk
City of Galesburg

THIS AGREEMENT, entered into this 18th day of December, 2023, by and between the City of Galesburg, an Illinois municipal corporation, hereinafter referred to as “City”, whose address is 55 West Tompkins Street, P.O. Box 1387, Galesburg, Illinois, 61401 and Smokin Willies BBQ, LLC (hereinafter referred to as “Recipient”), whose address is 203 S Timber St, Knoxville, IL 61448.

WHEREAS, the City has established the Downtown Facade Redevelopment Program pursuant to resolution 22-71 (hereinafter referred to as “Program”). The purpose of the Program is to encourage architecturally appropriate improvements to commercial facades readily visible to the public, with the goal of promoting the attraction and retention of business operations and enhance the interest in visiting the downtown area, which will improve the overall economic condition of the City; and

WHEREAS, the objective of the Program is to provide a financing mechanism which will make business improvements in the Downtown Area, which is a geographically defined area shown in the Program, financially feasible or economically more viable than it would be without the benefit of this Program, and that such inducements will help maintain and expand business activity and attract new business investments which might otherwise not occur in the Downtown Area; and

WHEREAS, the Recipient has submitted the required documentation to request funds from the Program, and the Facade Advisory Committee and the City have determined that the Project to be undertaken by the Recipient fits the established criteria,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement and herein, the City and the Recipient agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms.

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise.

“Agreement” means this document for development pursuant to the Downtown Facade Redevelopment Program.

“City” means the City of Galesburg, Illinois.

“Construction Documents” means written, graphic and pictorial documents prepared or assembled by an Illinois licensed design professional for describing the design, location and physical characteristics of the Project necessary for obtaining construction permits.

“Estimated cost of the project” means the cost of the Project as estimated as of the date of this Agreement and as reflected on Exhibit C attached hereto and made a part hereof.

“Event of Default” means those occurrences, actions or lack of action which shall be construed to be a breach of failure to perform pursuant to the terms of this Agreement as set forth in Section 12 of this Agreement.

“Facade” means the exterior of a building visible from a public street or alley.

“Grant” means the monies provided by the City to the Recipient to reimburse costs specified in Section 7 herein.

“Program” means the Downtown Facade Redevelopment Grant Program pursuant to resolution 22-71.

“Project” means the redevelopment of the Facade as described in Exhibit B.

“Property” means the parcel(s) in which the Project is taking place, as described in Exhibit A.

B. Construction of Words.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

C. Non-Limitation of City’s Remedies.

Nothing contained herein shall in any way limit the remedies of the City pursuant to other sections of this Agreement and pursuant to law and equity in the Event of Default.

SECTION 2: COVENANTS AND RESTRICTIONS

A. Non-Discrimination. The Recipient agrees for itself and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Recipient and such successors and assigns, shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

B. Duration of Covenants. It is intended and agreed that the covenants provided in Section 2 shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Recipient itself, each successor in interest to the Property, and in every part thereof, and each party in possession or occupancy, respectfully, only for such period as such successor or party shall have title to an interest in, or possession or occupancy of the Property.

- C. Guarantees. The Recipient agrees for itself, its successors and assigns and every successor in interest to the Property or any part thereof, that the Recipient and such assigns shall guarantee the Project shall begin within 180 days from the date this Agreement is executed and shall use its best efforts to cause said improvements to be in accordance with the Construction Documents approved by the City. A Project description is attached hereto as Exhibit B and incorporated herein by this reference.
- D. Covenants Running with the Land. It is intended and agreed that the covenants referred to above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns, and the City, the State of Illinois, and the United States of America with regard to Section 2A of this Agreement, and against the Recipient, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.
- E. Binding for the Benefit of the City. It is also intended and agreed that the foregoing agreements and covenants running with the land shall in any event and without regard to technical classification or designation legal or otherwise itself be to the fullest extent permitted by law and equity binding for the benefit of the City and enforceable by the City and the State of Illinois and the United States against the Recipient and its successors, assigns to or of the Property or any part thereof or any interest therein.
- F. This Agreement shall be governed by the State of Illinois and the parties agree that Knox County is and will be the appropriate venue for the hearing of any dispute relating to this Agreement.

SECTION 3: CITY AND OBLIGATION

- A. The City shall provide to Recipient reimbursable grant not to exceed the total amount of \$18,991.39 or 50% of the facade Project cost specified in Exhibit C, or 50% of the actual final project costs, whichever is less for the Project as described in Exhibit B (hereinafter both grants referred to as the "Grant"). Said Grant will be available to the Recipient for the expenses as outlined in Exhibit C. Payment to the Recipient shall be in the form of a reimbursement of expenses paid by the Recipient. Grant reimbursements, to the maximum extent possible, will be made by the City within 30 business days of the date the Certification for Reimbursement of Facade Grant was received by the City, subject to availability of funds.

SECTION 4: RECIPIENT'S OBLIGATION AND RIGHTS

- A. Guarantees. In consideration of the Grant to be provided, the Recipient guarantees the construction of the project. Specifically, Recipient guarantees the activities as outlined in Exhibit B shall be completed at the estimated cost of \$37,982.78, as outlined in Exhibit C.

- B. Submission of Construction Documents. If applicable, prior to commencement of construction the Recipient shall submit to the City for its approval, which approval shall not be unreasonably withheld, Construction Documents prepared by an Illinois licensed design professional that are of sufficient clarity to indicate the location, nature and extent of the work proposed as outlined in EXHIBIT B.
- C. Conformance to Construction Documents. All work with respect to the Project to be construed or provided by the Recipient on the Property shall be in substantial conformity with the Construction Documents and Project description as outlined in EXHIBIT B.
- D. Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to all applicable Federal, State and Local laws, regulations and ordinances including, but not limited to construction codes, life safety code and Illinois Accessibility Code.
- E. Changes in Construction Documents. If the Recipient desires to make any substantial change in the Construction Documents which significantly affects the appearance, function, or structural integrity of the Project, whether prior to, or subsequent to the funding of the Grant, the Recipient shall submit the proposed change to the City for its approval.
- F. Improvements, Commencement and Completion Requirements.
 - 1. Commencements. The Recipient agrees for itself, its successors and assigns that it shall begin within 180 days from the date this Agreement is executed and diligently prosecute to completion the redevelopment of the Property through the construction of the Project thereon pursuant to the approved Construction Documents and in accordance with approved changes.
 - 2. Compliance. The Recipient agrees for itself, its successors and assigns that the construction of the Project shall be in compliance with applicable Federal, State and Local laws, regulations and ordinances. All construction permits are secured and all associated fees are paid prior to the onset of work and all completed work shall pass appropriate inspections of applicable reviewing agency.
 - 3. Remedies. In addition to all the available remedies provided by this Agreement, the City shall have all available remedies pursuant to law and equity to remedy defects and recover damages in the event of any violation of subparagraphs F1 and F2 immediately preceding.
 - 4. Lien Waivers. All contracts payable from Grant funds shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that waivers of lien be required for all payments made.
- G. Financing Authorization and Commitment. Prior to any disbursement of Grant funds by the City, the Recipient shall submit to the City evidence that the Recipient has the appropriate authorization to

proceed, and has sufficient funds available or financing in place to cover the costs associated with the private share of the project.

- H. Progress Reports. Until construction of the Project has been completed, the Recipient shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.
- I. The Recipient shall agree to work with and cooperate with the City to inform the public about the Project.
- J. Maintenance and Alteration.
 - 1. The Recipient, its successors and assigns, shall maintain the façade improvements for a period of five (5) years from the date of the final Grant reimbursement.
 - 2. The Recipient, its successors and assigns, shall not alter, modify or remove facade improvements for a period of five (5) years from the date of the final Grant reimbursement without written approval from the City.

SECTION 5: REPRESENTATIONS OF THE RECIPIENT

The Recipient represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organizational and Authorization.

The Recipient is:	Smokin Willies BBQ, LLC
	Tania Gibbs & Wayland Cunningham
	203 Timber St
	Knoxville, IL 61448

B. Use of Proceeds.

All of the proceeds from the Grant funds will be used for the facade renovation costs of the Project as provided for herein.

C. Location of the Project.

The Project will be located on the Property, as described in Exhibit A.

D. Estimated Costs.

The Estimated Cost of the Project is set forth in Exhibit C attached hereto.

E. Changes in Acquisition or Construction of Project.

The Project consists and will consist of the property described in Exhibit A attached hereto and no changes shall be made in the construction of the Project which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement.

F. Conformance with Requirements and Regulation.

The Recipient has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances and land use regulations including those contained herein affecting the Property and the Project, and covenants that the Construction Documents and the construction of the improvements in accordance with the Construction Documents do and will in all respects conform to and comply therewith.

SECTION 6: ADDITIONAL COVENANTS OF THE RECIPIENT

- A. Indemnification Covenants. The Recipient agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project while the Property remains in existence and against and from all claims arising from (i) any condition of the Project (ii) any breach or default on the part of the Recipient or its successors and assigns in the performance of any of its obligations under this Agreement (iii) any act of negligence of the Recipient or of any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or lessee of the Recipient, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Recipient, or (v) any performance by the City of any act required under this Agreement or required by the Recipient or its successors and assigns other than negligent or willful misconduct of the City. The Recipient agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as foresaid or in connection with any action or proceeding brought thereon. In case any such claim is made or action brought based upon any such claim in respect of which indemnity may be sought against the Recipient, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Recipient shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of such counsel has been specifically authorized by the Recipient.
- B. Insurance. The Recipient shall agree to 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 business. All insurance policies shall contain an endorsement that the insurance company shall provide the City at least 30 days prior written notice before any such policy shall be altered or canceled.

- C. Maintenance and Repair. The Recipient agrees that it will maintain and repair the Project in accordance with the requirements of this Agreement.

SECTION 7: GRANT ASSISTANCE

- A. Grant Assistance to the Recipient. The City agrees, upon the terms and conditions in this Agreement, to make available an amount as specified in Section 3 A.
- B. Permitted Expenditures. No Grant funds may be disbursed from the City to Recipient unless they are for the purpose of paying the costs which are permitted by the Program as it may be amended from time to time.
- C. Disbursement from Grant Fund. At the request of and on behalf of the Recipient, the City, pursuant to the terms and conditions of this Agreement shall through disbursements from the appropriate Tax Increment Financing Fund, to the extent of funds available, reimburse to the Recipient for the costs incurred for the Project as set forth on Exhibit C attached hereto.
- D. Modification of Expenditures. The items set forth on Exhibit C may be modified by increasing or decreasing the cost of a particular item by adding or deleting items from the list provided. However, the total amount the reimbursement is based upon shall not exceed \$37,982.78 (Thirty Seven Thousand Nine Hundred Eighty Two and Seventy-Eight Cents) and further, provided that any such modification shall conform to the requirements of subsection 7B and the requirements of this Agreement. All requests for modification shall be in writing to the City. If such modification conforms to the requirements of this Agreement, the City shall approve the proposed change and process the request for reimbursement.
- E. Conditions Precedent to Disbursement. Prior to the initial reimbursement payment, unless waived by the City in writing, Recipient will furnish to the City the following, all to be satisfactory in both form and substance to the City, which shall be conditions precedent to the City's disbursement of Grant funds. Any item, the production of which has not been waived by the City, shall be furnished by the Recipient to the City as soon as reasonably available.
 - 1. Necessary and appropriate construction permits;
 - 2. Organization documents and filings for the Recipient and all resolutions necessary to effect the obligations of the Recipient pursuant to this Agreement;
 - 3. Satisfactory proof that policies of insurance of all types and coverages required under the term of this Agreement have been obtained and are in force;
 - 4. Contracts and subcontracts covering the construction of the Project;
 - 5. Internal Revenue Service and Illinois taxpayer identification numbers for Recipient;

6. Evidence satisfactory to the City that Recipient holds fee simple title to the Property subject only to the encumbrances of the First Mortgage or holds valid options to acquire fee simple title to the Property subject to the above noted encumbrances;
 7. Evidence of funds available for completion of the Project;
 8. Requests for Reimbursements. Concurrently with the request for any Grant disbursement, Recipient shall have their Architect furnish to the City, separately with respect to each disbursement request, an Application and Certificate for Payment duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as the City shall require. Such request shall include a detailed breakdown of any costs associated with the project showing the amount expended to date and the amounts then due and unpaid, and receipted invoices and/or releases or waivers of lien forms approved by the City from each material dealer, contractor and subcontractor who has done work or has furnished materials for construction of the Project, including but without limitation those covered by each such an Application and Certificate for Payment of Façade Grant.
- F. Time for Payment of Requisitions. If the City shall so require, thirty (30) days shall intervene between the date of receipt by City of an Application and Certificate for Payment of Façade Grant and the date upon which the City shall be obligated to effect such reimbursement.

SECTION 8: CONSTRUCTION OF THE IMPROVEMENTS

- A. Commencement and Completion. Recipient shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Recipient shall cause Project to be constructed in a good and workmanlike manner in accordance with the Construction Documents and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any government agency or authorities having or exercising jurisdiction over the Property or the Project and will not cause, permit or allow any substantial deviation from the Construction Documents without prior written consent of the City.
- B. Contract Prohibitions. Unless otherwise previously agreed by the City in writing, all contracts let by Recipient or Recipient's contractor in connection with construction of the Project shall contain a prohibition against any material change in the Construction Documents involving a structural, square footage, design change or other substantial change without the City's prior written consent being had thereto.

SECTION 9: LIABILITY INSURANCE

Prior to any Grant disbursement, Recipient or Recipient's contractor shall procure and deliver to the City at Recipient's or such contractor's cost and expense, and shall maintain in full force and effect until each

and every obligation of Recipient contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction contractor's liability insurance with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 (One Million Dollars) each occurrence and \$2,000,000 (Two Million Dollars) total. All such policies to be in such form and issued by such companies as shall have been approved by the City to protect the City and Recipient against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer thereunder to give written notice to the City at least 30 (thirty) days prior to any cancellation or amendment of its policy.

SECTION 10: RIGHTS OF INSPECTION

The City or its designee shall have the right at any time and from time to time to enter upon the Property for the purposes of inspection and if the City in its judgment, determines that any work and materials are not in conformity with the Construction Documents, as the same were theretofore approved in writing by the City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, the City shall have the right to stop the work and to order replacement of correction of any such work or materials regardless of whether or not such work or materials have theretofore been incorporated into the Project. Inspection by the City of the Property or the Project shall be for the sole purpose of protecting the security for the Grant assistance and shall not be construed as a representation by the City that there has been compliance with the Construction Documents or that the Project will be or are free of faulty materials or workmanship, or a waiver of any rights the City or any other party may have against Recipient or any other party for non-compliance with the Construction Documents.

SECTION 11: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

- A. Representation as to Purpose. The Recipient represents and agrees that its redevelopment of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the redevelopment of the Property only.
- B. Prohibition Against Transfer of Property and Assignment of Agreement. The Recipient represents and agrees for itself and its successors and assigns that:
 - 1. Prohibitions. Except only by way of security for a First Mortgage and only for the purpose of obtaining financing necessary to enable the Recipient or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Project under this

Agreement, the Recipient (except as so authorized) has not made or created, and it will not, prior to receipt of the certificate of occupancy from the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, except for utility easements, without prior written approval of the City.

2. Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Recipient (or, in the event the transfer is of or related to part of the Property, such obligations to the extent that they relate to such part.)
 - b. Any proposed transferee, by instrument in writing satisfactory to the City and in a form recordable among the real property records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Recipient under this Agreement and agreed to be subject to all the conditions and restrictions to which the Recipient is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever, to the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Project; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property of any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of, or with respect to, any rights or remedies or controls provided in or resulting to the Property and the construction of the Project that the City would have had, had there been no such transfer or change.
3. The Recipient and its transferee shall comply with such other conditions as the City may find

desirable in order to achieve and safeguard the purposes of the Real Property Tax Increment. Provided, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Recipient, or any other party in interest bound in any way by the Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

SECTION 12: EVENTS OF DEFAULT AND REMEDIES

- A. Events of Default. The following shall be Events of Default with respect to this Agreement:
1. If any material representation made by the Recipient in this Agreement, or in any certificate, notice, demand or request made by the Recipient, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
 2. Default in the performance or breach of any covenant contained in this Agreement concerning the covenant of Recipient with regard to its existence and ownership of the Property; or
 3. Default in the performance or breach of any other covenant, warranty or obligation of the Recipient in this Agreement and continuance of such default or breach for a period of 30 (thirty) days after Recipient has actual knowledge thereof; or
 4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Recipient in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Recipient for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 (sixty) consecutive days; or
 5. The commencement by the Recipient of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Recipient or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Recipient generally to pay such entity's debts as such debts become due or the taking of action by the Recipient in furtherance of any of the foregoing.

B. Remedies on Default

1. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Recipient or any successors or assigns, the Recipient shall repay to the City a portion of the Grant amount received according to the following formula:

$$\frac{60 \text{ months} - (\text{months elapsed from date Grant funds received})}{60 \text{ months}} \times \text{Grant funds received} = \text{Repayment Amount}$$

2. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor, upon written notice from the other, shall take immediate action to cure or remedy such default or breach, and, in any event, within 60 (sixty) days after receipt of such notice. In case such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
3. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then and in every such case the Recipient and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Recipient and the City shall continue as though no such proceedings had been taken.

- C. Agreement to Pay Attorney's Fees and Expenses. In the event the Recipient should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the Recipient agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

In the event the City should default under any of the provisions of this Agreement and the Recipient should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the City agrees that it will, on demand therefore, pay to the Recipient the reasonable fees of such attorneys and such other expenses so incurred by the Recipient.

SECTION 13: OTHER RIGHTS AND REMEDIES OF CITY AND RECIPIENT

- A. No Waiver by Delay. Any delay by the City or the Recipient in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not serve to waive or to deprive it of or limit such rights in any way (it being the intent of this provision that the City or Recipient should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by default involved; nor shall any waiver in fact made by the City or Recipient with respect to any specific default by the Recipient or the City under this Section be considered or treated as a waiver of the rights of the City or the Recipient with respect to any other defaults by the Recipient, or the City under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City or the Recipient.
- B. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different time, of any such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition as to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 14: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement except regard to payment of real property taxes or guarantees as provided herein, neither the City, nor the Recipient, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event

of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for the redevelopment Project or of the Recipient with respect to construction of the Project as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall, within 10 (ten) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 15: EQUAL EMPLOYMENT OPPORTUNITY

The Recipient, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement that the following will apply:

- A. **Non-Discrimination.** The Recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Recipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. **Advertising.** The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Non-Compliance.** In the event of the Recipient's non-compliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part.
- D. **Mandatory Inclusions of Provisions.** The Recipient will include the provisions of Paragraphs " A " through " C " of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 16: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 17: CONFLICT OF INTEREST

No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 18: NOTICES

All notices, requests, demands and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other address as shall be given in like manner by any party to the other):

City of Galesburg:

City of Galesburg
Community Development Department
55 West Tompkins Street
Galesburg, IL. 61401

Recipient:

Smokin Willies BBQ, LLC
Tania Gibbs & Wayland Cunningham,
Owners
203 S Timber St
Knoxville, IL 61448

SECTION 19: COUNTERPARTS

If the Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and each shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

City of Galesburg
A municipal corporation

Recipient Smokin Willies BBQ, LLC

By: _____
Peter Schwartzman

By: _____
Tania Gibbs

Its: _____
Mayor

Its: _____
Owner

Attest: _____
Kelli R. Bennewitz, City Clerk

By: _____
Wayland Cunningham

Its: _____
Owner

EXHIBIT A
PROPERTY DESCRIPTION

Sublots Six (6) and Seven (7) except the East Sixty (60) feet of said Sublots, in Block 12 in the City of Galesburg, Knox County, Illinois, according to plat in Volume 53, page 179.

COMMONLY KNOWN AS: 161 N Cherry St, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-10-478-004

EXHIBIT B
PROJECT DESCRIPTION

Smokin Willies BBQ, LLC is proposing to purchase 161 N Cherry St and conduct renovations to open a permanent home for their business. Façade renovation includes the installation of a sign face using the existing frame, exterior lighting for both security and aesthetics and the installation of 5 new windows in front and 3 on the side to replace old block and boarded up windows. It is anticipated at least 8 jobs will be created as a result of this project.

If approved, the owner anticipates beginning work in February 2024 with an estimated completion by October 2, 2024. The estimated total façade project cost is \$37,982.78 and they are eligible to request up to \$18,991.39 through the facade grant program. The remaining funds to complete the project will be paid by the owner through owners' equity, a bank loan, a Tax Increment Financing incentive and a City Downtown Revolving Loan.

EXHIBIT C
COSTS OF PROJECT

DESCRIPTION OF WORK AND/OR MATERIAL	COST
EXTERIOR ELECTRICAL	\$8,212.78
SIGN	\$1,770
5 NEW WINDOWS	\$28,000
TOTAL:	\$37,982.78

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Consider a Tax Increment Financing (TIF) Redeveloper Agreement with Smokin Willies BBQ, LLC for the property located at 161 N. Cherry Street.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend the Redeveloper Agreement be approved.

BACKGROUND: Smokin Willies BBQ, LLC is proposing to purchase 161 N. Cherry Street and conduct renovations to open a permanent home for their business. In addition to the purchase of the property, project expenses include the installation of new interior lighting, replacement of ceiling fans, replacement of exhaust fans in the restrooms, new appliances, new shelving, new ceiling tiles, replacement of interior doors, and repairs to the roofing materials.

The building is approximately 8,200 square feet and currently has one tenant, but a large portion of the building has been underutilized, so the renovations and establishment of a restaurant will bring new life to the building and neighborhood.

The estimated total project cost is \$174,239.16. The proposed incentive would be approximately 15% of the eligible expenses (\$26,135.87), which would be paid out as a reimbursement. The remaining funds to complete the project will be paid by the owner through owners' equity, a bank loan, a Tax Increment Financing incentive and a City Downtown Revolving Loan.

Smokin Willies BBQ anticipates eight part-time jobs will be created as a result of this project. The owner anticipates beginning work February 2024 with an anticipated completion by the October 2, 2024.

BUDGET IMPACT: Sufficient funds are available in the Tax Increment Financing District #4 Fund.

SUPPORTING DOCUMENTS:

1. Redeveloper Agreement

CITY OF GALESBURG

Redevelopment Agreement

Galesburg, IL

Sublots Six (6) and Seven (7) except the East Sixty (60) feet of said Sublots, in Block 12 in the City of Galesburg, Knox County, Illinois, according to plat in Volume 53, page 179.

COMMONLY KNOWN AS: 161 N Cherry St, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-10-478-004

Submitted by:
Kelli R. Bennewitz
City Clerk
City of Galesburg

Return to:
Kelli R. Bennewitz
City Clerk
City of Galesburg
P.O. Box 1387
Galesburg, IL 61401

**CONTRACT FOR PRIVATE DEVELOPMENT
PURSUANT TO THE GALESBURG, ILLINOIS
TAX INCREMENT CONSERVATION AND BLIGHTED AREA
REDEVELOPMENT PLAN AND PROJECTS IV AND THE
GALESBURG TAX INCREMENT REIMBURSEMENT PROGRAM
FOR SMOKIN WILLIES BBQ, LLC**

THIS AGREEMENT, entered into on or as of the 18th day of December, 2023, by and between the City of Galesburg, Illinois, a municipal corporation, hereinafter called the “City”, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, whose address is 55 West Tompkins Street, P.O. Box 1387, Galesburg, Illinois 61401, and Smokin Willies BBQ, LLC, hereinafter called the “Redeveloper”, whose address is 203 S Timber St, Knoxville, IL 61448.

WITNESSETH

WHEREAS, the City has adopted a program for the reconstruction of a Redevelopment Area known as the Tax Increment Redevelopment Project Area IV in Galesburg, Illinois, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. of the Illinois Revised Statutes, (hereinafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan and Redevelopment Projects (hereinafter referred to as the “Plan”) pertaining to the Redevelopment of the Tax Increment Redevelopment Project Area IV, a copy of which is on file in the office of the City Clerk of the City and available for public inspection; and

WHEREAS, the Redeveloper has proposed to conduct renovations on the property described in Exhibit “A” attached hereto and made a part hereof, (which said property as so described is hereinafter called the “Redevelopment Site”).

WHEREAS, the City, to achieve the objectives of the Plan in accordance with the uses set forth therein, intends to assist the Redeveloper with the renovation and redevelopment at the Redevelopment Site through the payment of certain Redevelopment Assistance; and

WHEREAS the Redeveloper is willing to fund the remaining portion of the project through other sources; and

WHEREAS, the City believes that the redevelopment of the Redevelopment Site pursuant to the Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

SECTION 1: DEFINITIONS

A. Definition of Terms.

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicate otherwise.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et seq. of the Illinois Compiled Statutes as amended and supplemented.

“Agreement” means this contract for Private Development pursuant to the Galesburg, Illinois, Tax Increment Conservation Redevelopment Plan and Project IV.

“Authorized Representative” means such person at the time and from time to time designated to act on behalf of the Redeveloper by written certificate furnished to the *City*, containing the specimen signature of such person and signed on behalf of the Redeveloper. Such certificate may designate an alternate or alternates.

“City” means the City of Galesburg, Illinois.

“Construction Plans” means the detailed plans, drawings, specifications, and related documents along with a proposed completion schedule for the construction and or the rehabilitation of the Project to be submitted by the Redeveloper to the *City*.

“Estimated Cost of Project” means the cost of the Project as estimated as of the date of this *Agreement* and as reflected on Exhibit “B” attached hereto and made a part hereof.

“Events of Default” shall mean those occurrences, actions or lack of action which shall be construed to be a breach or failure to perform pursuant to the terms of this *Agreement* as set forth in Section 13 of this *Agreement*.

“Final Project Cost Analysis” means the statement of actual cost and expenses of the Project submitted by the Redeveloper to the *City* in certified form after completion of the *Project*.

“Final Site Plan” means the final plan submitted by the Redeveloper to the *City* which sets forth the limit of the Redevelopment Site, building locations, ingress and egress, loading areas, parking, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of the building(s).

“Plan” means the Redevelopment Plan and Redevelopment Projects (Redevelopment Plan IV) adopted by the *City* pursuant to the *Act*.

“Project” means the redevelopment/renovation of the *Redevelopment Site* as described in Exhibit “D”.

"Property" shall refer to the *Redevelopment Site*, within the *Redevelopment Area* being redeveloped by the Redeveloper as described in Exhibit "A" attached hereto.

"Property Tax Increment" means the net amount paid over to the *City* by the Knox County Treasurer as the *City's* share of the increment provided for under Section 8 of the *Act* and attributable to *Property Tax Increment* generated by a *Project* on a *Redevelopment Site*, unless said site is tax-exempt.

"Redevelopment Area" shall refer to the Tax Increment Redevelopment Project Area IV as approved by the *City* which is described in Exhibit "C" attached hereto.

"Redevelopment Assistance" means the monies provided by the *City* as a reimbursement to the Redeveloper for costs specified in Section 8 herein.

"Redevelopment Site" shall refer to the parcel or parcels within the *Redevelopment Area* as described in Exhibit "A" attached hereto.

B. Construction of Words.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this *Agreement* as a whole.

Unless otherwise specified, reference to Articles, Sections and other subdivisions of this *Agreement* are to the designated Articles, Sections and other subdivisions of this *Agreement* as originally executed.

The headings of this *Agreement* are for convenience of references only and shall not define or limit the provision hereof.

C. Non-Limitation of Remedies.

Nothing contained herein shall in any way limit the remedies of the *City* or Redeveloper pursuant to other Sections of this *Agreement* and pursuant to law and equity in the Event of Default.

SECTION 2: REAL PROPERTY TAXES

A. Payment of Real Property

In order to assure the proper flow of tax revenues anticipated by the *City* pursuant to the *Plan*, the Redeveloper shall promptly pay all real property taxes on the *Redevelopment Site* when due.

B. Non-Payment of Real Property Taxes.

In the event that any portion of real property taxes are not paid in a year, the Redeveloper is ineligible to receive the *Property Tax Increment* reimbursement incentive payment for that year, until they become current on all property taxes and provide proof thereof.

SECTION 3: COVENANTS AND RESTRICTIONS

A. Conformance.

The Redeveloper agrees to develop the *Property* subject to the terms, covenants, building and use restrictions, and conditions in the *Plan*.

B. Non-Discrimination.

The Redeveloper agrees for itself and its successors and assigns, and every successor in interest to the *Property*, or any part thereof, that the Redeveloper and such successors and assigns, shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, military status, unfavorable military discharge, or physical or mental disability in the sale, lease or rental, or in the use or occupancy of the *Property* or any improvements erected or to be erected thereon, or any part thereof.

C. Exemption from Property Taxes.

The Redeveloper covenants for itself, its successors and assigns, and for all successors entitled to the *Property* here conveyed by this *Agreement* (or any portion thereof) that it shall not apply for, seek, or authorize any exemption from the imposition or paying of real property taxes on said *Property* or *Project* without first obtaining the prior written approval of the *City*; provided, however, that nothing herein shall prevent the Redeveloper or its successor's or assigns from challenging the amount of any assessment pursuant to law.

D. Duration of Covenants.

It is intended and agreed that the covenants provided in Sections 3A, 3B and 3C of this *Agreement* shall remain in effect without any time limitation, provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the *Property*, and in every part thereof, and each party in possession or occupancy, respectfully, only for such period as such successor or party shall have title to an interest in, or possession or occupancy of the *Property*.

E. Guarantees.

The Redeveloper agrees for itself, its successors and assigns and every successor in interest to the *Property* or any part thereof, that the Redeveloper and such assigns shall guarantee the redevelopment of the *Property* through the construction of the *Project* thereon, and that such construction shall, in any event, be begun and completed in the period of time specified in Section 5F herein.

F. Covenants Running with the Land.

It is intended and agreed that the covenants referred to above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the *City*, its successors and assigns, and the *City*, the State of Illinois, and the United States of America with regard to Section 3B of this *Agreement*, and against the Redeveloper, its successors and assigns and every successor in interest to the *Property* or any part thereof or any interest therein, and any party in possession or occupancy of the *Property* or any part thereof.

G. Binding for the Benefit of the City.

It is also intended and agreed that the foregoing agreements and covenants running with the land shall in any event and without regard to technical classification or designation legal or otherwise itself be to the fullest extent permitted by law and equity binding for the benefit of the *City* and enforceable by the *City* and the State of Illinois and the United States as provided in Section 3F against the Redeveloper and its successors, assigns to or of the *Property* or any part thereof or any interest therein.

SECTION 4: CITY'S OBLIGATION

A. Duties.

The *City* without expense to the Redeveloper, except as set forth herein, (or at such earlier time or times as the Redeveloper and the *City* may agree in writing), shall in accordance with the *Plan*, provide or secure or cause to be provided or secured, the following:

B. Redevelopment Assistance.

The *City* shall provide *Redevelopment Assistance* to the Redeveloper in an amount not to exceed \$26,135.87. Payment to the Redeveloper will be to reimburse the Redeveloper for

completed property renovations as outlined in Exhibit “E”. This disbursement shall be provided after all required documentation has been provided and approved by the *City*.

The *Redevelopment Assistance* will be provided to the Redeveloper for eligible expenses. Eligible expenses are defined in the *Act* as Redevelopment Project Costs, which means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a Redevelopment *Plan* and a Redevelopment *Project*. Such costs may include the following: Professional service costs (costs of studies, surveys, development of plans, and specifications and cost of marketing sites); Property assembly costs (including but not limited to acquisition of land and other property, real or personal, demolition of buildings, site preparation, site improvements that act as engineered barriers and the clearing and grading of land); Improvements to private or public buildings (Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements); Public Works (Costs of the construction of public works or improvements); and construction interest costs (during period of construction but not exceeding thirty-six (36) months, such payments in any one year shall not exceed 30% of annual interest costs incurred by the Redeveloper in that year).

SECTION 5: REDEVELOPER OBLIGATION AND RIGHTS

A. Guarantees.

In consideration of the *Redevelopment Assistance* to be provided by the *City*, the Redeveloper guarantees the construction of the project. Specifically, the Redeveloper guarantees the TIF eligible activities shall be completed and the private funding required to complete the property renovations, as outlined in Exhibit “B” and described in Exhibit “D”, shall be completed at an estimated cost of up to \$174,239.16.

B. Submission of Construction Plans.

Prior to the commencement of renovation, the Redeveloper shall submit to the *City* for its approval, which approval shall not be unreasonably withheld, the *Construction Plans*, when required by State or Local laws, which reflect the renovation and related improvements on the *Redevelopment Site*.

C. Conformance to Construction Plans.

All work with respect to the *Project* to be constructed, renovated, or provided by the Redeveloper on the *Property* shall be in substantial conformity with the *Construction Plans*.

D. Changes in Construction Plans.

If the Redeveloper desires to make any substantial change which materially changes the exterior appearance, function, or structural integrity of the *Project*, whether prior to or subsequent to the funding of the *Redevelopment Assistance*, the Redeveloper shall submit the proposed change to the *City Planning & Public Works Department* for approval. If the *Construction Plans*, as modified by the proposed change, meet all applicable legal requirements, and do not create a substantial change in the nature or aesthetics of the *Project*, the *City Planning and Public Works Department* shall approve the proposed change and notify the Redeveloper in writing of its approval.

E. Construction Plans Process.

The Redeveloper shall utilize the *City's* existing plan review and permitting process for the review, approval, and modifications of *Construction Plans*. Said process shall be separate from this *Agreement*.

F. Time Limitations.

The construction and improvements referred to herein shall be substantially completed by October 2, 2024.

G. Improvements, Commencement and Completion Requirements.

1. Commencements. The Redeveloper agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute to completion the redevelopment of the *Property* through the construction of the *Project* thereon pursuant to the approved *Construction Plans* and in accordance with any approved changes.
2. Conformance to Federal, State and Local Requirements. The Redeveloper shall use its best efforts to see that all work with respect to the *Project* shall conform to all applicable Federal, State and local laws, regulations and ordinances including but not limited to construction codes, life safety codes, Illinois Accessibility Code, and development ordinance requirements.
3. Remedies. In addition to all the available remedies provided by this Agreement, the City shall have all available remedies pursuant to law and equity to remedy defects and recover damages in the event of any violation of sections 5(G)(1) and 5(G)(2) immediately preceding.

4. Lien Waivers. Prior to receiving the *Redevelopment Assistance*, the Redeveloper shall provide proof to the City that all contractors and subcontractors involved with the property renovations have been paid in full and no liens have been filed on the *Property*.

H. Financing Authorization and Commitment.

Prior to any disbursement of *Redevelopment Assistance* funds by the City, the Redeveloper shall submit to the City evidence that the Redeveloper has the appropriate authorization to proceed and has sufficient funds available or financing in place to cover the costs associated with the private share of the project.

I. Progress Reports.

Until construction of the *Project* has been completed, the Redeveloper shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.

J. Termination of Duties.

All duties, conditions, restrictions, and obligations placed hereunder upon the Redeveloper and the *Property* shall terminate when the Redeveloper has completed the renovation project related to eligible *Project* costs as listed in Exhibit “E” or when the Tax Increment Financing District IV expires, whichever occurs sooner.

SECTION 6: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants, and agrees as the basis for the undertakings on its part herein contained that:

A. Organizational and Authorization.

The Redeveloper is: Smokin Willies BBQ, LLC
 Tania Gibbs & Wayland Cunningham
 203 Timber St
 Knoxville, IL 61448

B. Use of Proceeds.

All the proceeds from the *Redevelopment Assistance* funds will be used by the Redeveloper for eligible *Project* expenses as listed in Exhibit “E”.

C. Location of Project.

The *Project* will be located on the *Redevelopment Site*.

D. Estimated Costs.

The Estimated Cost of the *Project* is set forth in Exhibit “B” attached hereto.

E. Changes in Acquisition or Construction of Project.

The *Project* consists of and will consist of the properties described in Exhibit “A” attached hereto and no changes shall be made in the renovation of the *Project* which will have the effect of impairing the effective use or character of the *Project* as contemplated by this *Agreement*.

F. Conformance with Requirement and Regulation.

The Redeveloper has examined and is familiar with all the building regulations and development ordinances and land use regulations of the *City*, and the covenants, conditions and restrictions contained herein affecting the *Property* and the *Project*, and covenants that it shall use its best efforts to see that the *Construction Plans* and construction of the *Project* are in accordance with the *Construction Plans* and will in all respects conform to and comply therewith.

SECTION 7: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Indemnification Covenants.

Until such time as an occupancy permit is issued for the *Project*, at which time the agreements and covenants of this Section 7A shall no longer be binding and enforceable, the Redeveloper agrees for itself, its successors and assigns, to indemnify and save the *City* and its officers and employees harmless against claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the *Project* while the *Redevelopment Area* remains in existence and against and from all claims arising from (i) any condition of the *Project* (ii) any breach or default on the part of the Redeveloper or its successors and assigns in the performance of any of its obligations under this *Agreement* (iii) any act of negligence of any assignee or lessee of the Redeveloper, or any agents, contractors, servants, employees or licensees (iv) any act of negligence of any assignee or lessee of the Redeveloper, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Redeveloper, or (v) any performance by the *City* of any act required under this *Agreement* or requested by the Redeveloper or its successors and assigns other than negligent or willful misconduct of the *City*. The Redeveloper agrees to indemnify and save the *City* harmless from and against all costs and expenses incurred in or in connection with any such claim arising as foresaid or in connection with any action or proceeding brought thereon. In case any such claim is made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the *City* setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment

of counsel and the payment of all costs and expenses. The *City* shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the *City* unless the employment of such counsel has been specifically authorized by the Redeveloper.

B. Insurance.

The Redeveloper agrees to maintain all necessary insurance with respect to the *Project* in accordance with the requirements of this *Agreement*.

C. Maintenance and Repair.

The Redeveloper agrees that it will maintain and repair the *Project* in accordance with the requirements of this *Agreement*.

SECTION 8: REDEVELOPMENT ASSISTANCE

A. Redevelopment Assistance to Redeveloper.

The *City* agrees, upon the terms and conditions of this *Agreement*, to provide *Redevelopment Assistance* to the Redeveloper for eligible *Redevelopment Assistance* expenses, as listed in Exhibit ‘E’. Said *Redevelopment Assistance* shall be in accordance with the guidelines set forth in Section 4.B. of this *Agreement*.

B. Permitted Expenditures.

No funds may be disbursed from the *City* to Redeveloper unless they are for the purpose of paying eligible Redevelopment Project Costs which are permitted in the *Act* in Section 11-74.4-3 (q), as it may be amended from time to time as designated in Exhibit “E”.

C. Disbursement From Redevelopment Assistance Fund.

The *City*, pursuant to the terms and conditions of this *Agreement* shall provide *Redevelopment Assistance* from the *City’s* TIF IV Central/East Main Street Fund, to the extent of fund availability, to the Redeveloper for the eligible costs connected with the *Project* as set forth on Exhibit “E” attached hereto. Said disbursement shall be made at the completion of the project and after all required documentation has been provided to, and approved by, the *City*.

D. Modification of Expenditures.

The items set forth in Exhibit “E” to be funded from the Redevelopment Assistance Fund may be modified by increasing or decreasing the cost of a particular item by adding or deleting items from the list provided, contingent upon those items being eligible costs. However, the total amount to be funded shall not exceed \$174,239.16 (One Hundred Seventy Four Thousand Two

Hundred Thirty Nine Dollars and Sixteen Cents) and further, provided that any such modification shall conform to the requirements of subsection 8B and the requirements of this Agreement. The Redeveloper shall make a request for modification in writing to the City. If such modification conforms to the requirements of this Agreement, the City shall approve the proposed change and notify the Redeveloper in writing of its approval.

E. Conditions Precedent to Disbursement.

Prior to beginning the property renovations, unless waived by the *City* in writing, the Redeveloper will furnish to the *City* the following, all to be satisfactory in both form and substance to the *City*, which shall be conditions precedent to the *City's* disbursement of funds from the *Redevelopment Assistance* Fund. Any item, the production of which has not been waived by the *City*, shall be furnished by the Redeveloper to the *City* as soon as reasonably available.

1. Evidence of funds available for completion of the *Project*.
2. Necessary and appropriate construction permits;
3. Satisfactory proof that policies of insurance of all types and coverages required under the term of this *Agreement* have been obtained and are in force;
4. Contracts and subcontracts covering the construction of the *Project*.
5. Labor, material, performance and payment bond or bonds issued by a Company acceptable to the City for any contractor, subcontractor or subcontractors, with the City named as dual obligee;
6. Upon completion of the *Project*, the *Final Project Cost Analysis* and documentation showing all actual *Redevelopment Assistance* costs of the *Project*;
7. Provide at the completion of the property renovations, proof that all contractors and subcontractors have been paid in full (lien waivers) and no liens have been filed on the *Property* and no outstanding claims for payment or bills for work performed exist on the *Project* or *Property*;

F. Time for Payment of Requisitions.

If the *City* shall so require, thirty (30) days shall intervene between the date of receiving the request of the *Redevelopment Assistance* payment and the date upon which the *City* shall be obligated to effect such payment, provided all conditions in this *Agreement* have been met to allow the release of payment by the *City*.

SECTION 9: CONSTRUCTION OF THE IMPROVEMENTS

A. Commencement and Completion.

Redeveloper shall cause the renovations of the *Project* to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Redeveloper shall cause the

Project to be constructed in a good and workmanlike manner in accordance with the *Construction Plans* and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the *Property* or the *Project* and will not cause, permit, or allow any substantial deviation from the *Construction Plans* without prior written consent of the *City*.

B. Contract Prohibitions.

Unless otherwise previously agreed by the *City* in writing, all contracts let by Redeveloper or Redeveloper's contractor in connection with construction of the *Project* shall contain a prohibition against any material change without the *City's* prior written consent.

SECTION 10: INSURANCE

Prior to any disbursement from the *Redevelopment Assistance* Fund, Redeveloper or Redeveloper's contractor shall procure and deliver to the *City* at Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction contractor's liability insurance with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 (One Million Dollars) each occurrence and \$2,000,000 (Two Million Dollars) total. All such policies shall be in such form and issued by such companies as shall have been approved by the *City* to protect the *City* and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the *Project*. Each such policy shall contain an affirmative statement by the issuer thereunder to give written notice to the *City* at least 30 (thirty) days prior to any cancellation or amendment of its policy.

SECTION 11: RIGHTS OF INSPECTION

The *City* or its designee shall have the right at any time to enter upon the *Property* for the purposes of inspection and if the *City* in its judgment, determines that any work and materials are not in substantial conformity with the *Construction Plans*, as the same were theretofore approved in writing by the *City*, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practices, the *City* shall have the right to stop the work and to order replacement or correction of any such work or materials regardless of whether or not such work or materials have theretofore been incorporated into the *Project*. Inspection by the *City* of the

Property or the *Project* shall be for the sole purpose of protecting the security for the *Redevelopment Assistance* and shall not be construed as a representation by the *City* that there has been compliance with the *Construction Plans* or that the *Project* will be or are free of faulty materials or workmanship, or a waiver of any rights the *City* or any other party may have against Redeveloper or any other party for non-compliance with the *Construction Plans*.

SECTION 12: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

A. Representation as to Purpose.

The Redeveloper represents and agrees that its redevelopment of the *Redevelopment Site*, and its other undertakings pursuant to this *Agreement*, are, and will be used, for the redevelopment of the *Property* only.

B. Prohibition Against Transfer of Property and Assignment of Agreement.

The Redeveloper represents and agrees for itself and its successors and assigns, that:

1. Prohibitions. Except only by way of security for a First Mortgage and only for the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the *Redevelopment Site*, or any part thereof, to perform its obligations with respect to the *Project* under this *Agreement*, the Redeveloper has not made or created, and it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the *Agreement* or the *Property*, or any part thereof or any interest therein, or any contract or agreement to do any of the same, except for utility easements, without prior written approval by the *City*.

SECTION 13: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default.

The following shall be *Events of Default* with respect to this *Agreement*:

1. If any material representation made by the Redeveloper in this *Agreement*, or in any certificate, notice, demand, or request made by the Redeveloper, in writing and delivered to the *City* pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
2. Default in the performance or breach of any covenant contained in this *Agreement* concerning the covenant of Redeveloper with regard to its existence and ownership of the *Property*; or

3. Default in the performance or breach of any other covenant, warranty or obligation of the Redeveloper in this *Agreement* and continuance of such default or breach for a period of 30 (thirty) days after Redeveloper has actual knowledge thereof; or
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstated and in effect for a period of 60 (sixty) consecutive days; or
5. The commencement by the Redeveloper of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Redeveloper generally to pay such entity's debts as such debts become due or the taking of action by the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default.

1. Except as otherwise provided in this *Agreement*, in the event of any default in or breach of this *Agreement*, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor, upon written notice from the other, shall take immediate action to cure or remedy such default or breach, and, in any event, within 60 (sixty) days after receipt of such notice. In case such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

2. In case the *City* shall have proceeded to enforce its rights under this *Agreement* and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the *City*, then and in every such case the Redeveloper and the *City* shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the *City* shall continue as though no such proceedings had been taken.

C. Agreement to Pay Attorney's Fees and Expenses.

In the event the Redeveloper should default under any of the provisions of this *Agreement* and the *City* should employ attorneys or incur other expenses for the collection of the payments due under this *Agreement* or the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper herein contained the Redeveloper agrees that it will on demand therefore pay to the *City* the reasonable fees of such attorneys and such other expenses so incurred by the *City*.

In the event the *City* should default under any of the provisions of this *Agreement* and the Redeveloper should employ attorneys or incur other expenses for the collection of the payments due under this *Agreement* or the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper herein contained the *City* agrees that it will, on demand therefore, pay to the Redeveloper the reasonable fees of such attorneys and such other expenses so incurred by the Redeveloper.

SECTION 14: OTHER RIGHTS AND REMEDIES OF CITY AND REDEVELOPER

A. No Waiver By Delay.

Any delay by the *City* or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not serve to waive or to deprive it of or limit such rights in any way (it being the intent of this provision that the *City* or Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by default involved; nor shall any waiver in fact made by the *City* or Redeveloper with respect to any specific default by the Redeveloper or the *City* under this Section be considered or treated as a waiver of the rights of the *City* or the Redeveloper with respect to any other defaults by the Redeveloper, or

the *City* under this Section or with respect to any defaults under any Section in this *Agreement* or with respect to the particular default, except to the extent specifically waived in writing by the *City* or the Redeveloper.

B. Rights and Remedies Cumulative.

The rights and remedies of the parties to this *Agreement* (or their successors in interest) whether provided by law or by this *Agreement*, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different time, of any such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition as to its own obligation under this *Agreement* shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 15: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this *Agreement* except with regard to payment of real property taxes or guarantees as provided herein, neither the *City*, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the *Property* for redevelopment, or the beginning and completion of construction of the *Project*, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the *City* with respect to the preparation of the *Property* for Redevelopment or of the Redeveloper with respect to construction of the *Project* as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall have first notified the other party thereof in writing, of the cause

or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 16: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the *Project* provided for in this *Agreement* that the following will apply:

A. Non-Discrimination.

The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, military status, unfavorable military discharge, or physical or mental disability. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, military status, unfavorable military discharge, or physical or mental disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the *City* setting forth the provisions of this non-discrimination clause.

B. Advertising.

The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin or state the Redeveloper is an Equal Opportunity Employer and will include a display of the EOE logo in said advertisement.

C. Non-Compliance.

In the event of the Redeveloper's final determination of non-compliance with the non-discrimination clauses of this Section, this *Agreement* may be canceled, terminated, or suspended in whole or in part, upon written notification to the Redeveloper of a sixty (60) day cure period to remedy the non-compliance issue to the satisfaction of the *City*.

D. Mandatory Inclusion of Provisions.

The Redeveloper will include the provisions of Paragraphs "A" through "C" of this Section in every contract or purchase order and will require the inclusions of these provisions in every

subcontract entered into by any of its contractors, unless exempted by rules, regulations, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 17: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles and Sections of this *Agreement* are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 18: CONFLICT OF INTEREST

No member, officer, or employee of the *City* or its designees or agents and no member of the governing body of the *City* during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this *Agreement* shall apply.

SECTION 19: NOTICES

All notices required and provided for in this *Agreement* shall be sent to the following parties on behalf of the *City* and the Redeveloper.

To the *City*: City Manager
 City Hall
 55 West Tompkins Street
 P.O. Box 1387
 Galesburg, Illinois 61402-1387

with the copies to the City Attorney.

To Redeveloper: Smokin Willies BBQ, LLC
 Tania Gibbs & Wayland Cunningham
 203 S Timber St
 Knoxville, IL 61448

All notices shall run from the date received, and all notices shall be delivered by certified or registered mail.

SECTION 20: COUNTERPARTS

If the *Agreement* is executed in two or more counterparts, each shall constitute one and the same instrument and each shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this *Agreement* and caused their respective seals to be affixed and attested thereto as of the date first written above in this *Agreement*.

CITY: CITY OF GALESBURG, ILLINOIS
A Municipal Corporation

REDEVELOPER: Smokin Willies BBQ, LLC

By: _____
Peter Schwartzman, Mayor

By: _____
Tania Gibbs, Ower

Attest: _____
Kelli R. Bennewitz, City Clerk

By: _____
Wayland Cunningham, Owner

EXHIBIT "A"

REDEVELOPMENT SITE

LEGAL DESCRIPTION

Sublots Six (6) and Seven (7) except the East Sixty (60) feet of said Sublots, in Block 12 in the City of Galesburg, Knox County, Illinois, according to plat in Volume 53, page 179.

COMMONLY KNOWN AS: 161 N Cherry St, Galesburg, IL 61401

PROPERTY IDENTIFICATION NUMBER: 99-10-478-004

EXHIBIT “B”

**ESTIMATED COSTS OF PROJECT
161 N Cherry Street**

2024	Total Amount
Purchase price	140,000
Electrical contractor	9,330
Vestibule heater	4,500
Light fixtures, fans	2,784.08
Doors and ceiling tiles	7,882.08
Roofing repairs	9,743
TOTAL ESTIMATED PROJECT COST:	\$174,239.16

EXHIBIT "C"**Tax Increment Redevelopment Project Area IV****(Redevelopment Area)****LEGAL DESCRIPTION**

COMMENCING AT THE APPARENT POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY OF SOUTH CEDAR STREET AND THE SOUTH RIGHT-OF-WAY LINE OF WEST SOUTH STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH CEDAR STREET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST TOMPKINS STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST TOMPKINS STREET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH BROAD STREET; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH BROAD STREET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH CEDAR STREET; THENCE NORTHERLY ALONG SAID SOUTH CEDAR STREET RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 12 IN BLOCK 23 OF THE ORIGINAL TOWN OF GALESBURG; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 7 THROUGH 12 IN BLOCK 23 OF THE ORIGINAL TOWN OF GALESBURG TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH WEST STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH ACADEMY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHERLY ALONG SAID ACADEMY STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG EXTENDED; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE OF BLOCK 21 TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET; THENCE NORTHERLY ALONG SAID-RIGHT-OF-WAY LINE TO THE SOUTH LINE OF LOT 14 OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 14 AND LOTS 3 THROUGH 6 OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ACADEMY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EXTENDED WEST RIGHT-OF-WAY LINE OF CEDAR AVENUE; THENCE NORTHERLY ALONG SAID RIGHT-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 5 OF FANITA F. WELSH'S SUBDIVISION EXTENDED TO THE WEST; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE TO SOUTHEAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 5 TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH RIGHT-OF-WAY LINE OF WEST WATER STREET; THENCE EASTERLY ALONG THE EXTENDED NORTH RIGHT-OF-WAY LINE OF WEST WATER STREET TO THE SOUTHWEST CORNER OF LOT 12 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG AS RECORDED IN A REVENUE PLAT OF 1904; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 TO THE SOUTHEAST CORNER OF LOT 13 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG AS RECORDED IN A REVENUE PLAT OF 1904; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13 3 RODS; THENCE NORTHERLY 3 RODS TO A POINT ON THE NORTH LINE OF SAID LOT 12 3 RODS EAST OF EAST LINE OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 12 AND 11 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET; THENCE NORTHERLY ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST NORTH STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH STREET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SANITARY DISTRICT CHANNEL; THENCE NORTHEASTERLY ALONG SAID LINE OF THE SANITARY CHANNEL TO THE WEST RIGHT-OF-WAY LINE OF NORTH SEMINARY STREET; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF BLOCK 1 OF PECK & WOODS ADDITION TO THE TOWN OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF BLOCK 1 OF PECK & WOODS ADDITION TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE GALESBURG SANITARY DISTRICT CHANNEL; THENCE EASTERLY ALONG SAID CHANNEL EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF NORTH CHAMBERS STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF LOT 12 OF THE SUBDIVISION OF LOTS 1 AND 11 THROUGH 18 OF J. S. CHAMBER'S SUBDIVISION OF LOTS 1, 3, 4 AND 5 OF BLOCK 1 OF MATTHEW CHAMBER'S ADDITION TO THE CITY OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 12 TO THE

SOUTHEAST CORNER OF LOT 12; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 12 TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 2 OF BLOCK 1 OF MATTHEW CHAMBER'S ADDITION TO GALESBURG TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 21 OF PAYNE'S ADDITION TO GALESBURG TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SUMNER STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 29 OF THE SUBDIVISION OF 1898 OF ORIGINAL LOTS 1 THROUGH 4 OF PAYNE'S ADDITION TO THE CITY OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHEAST CORNER OF LOT 29; THENCE NORTHERLY ALONG EAST LINE OF LOT 29 TO THE SOUTHWEST CORNER OF LOT 7 OF THE SUBDIVISION OF LOTS 7, 8, 9, 10 AND 19 OF GREEN & MCCOY'S ADDITION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 40 OF A SUBDIVISION OF LOTS 14 & 18 OF 10 ACRE LOT 4 AND LOT 21 OF 10 ACRE LOT 5 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5 AND LOT 7 OF 10 ACRE LOT 4 OF ORIGINAL PLAT OF GALESBURG; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE TO THE POINT OF INTERSECTION WITH THE EAST LINE OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF LOT 22 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LINCOLN STREET; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF LINCOLN STREET TO THE SOUTHEAST CORNER OF LOT 29 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 5 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5 TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 13 OF BURGLAND AND JOHNSON'S SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF FULTON STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 34 OF SCRIPP'S SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 34 OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF LOT 33 OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 33 OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 35 OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 29 OF SCRIPP'S SUBDIVISION TO THE WEST RIGHT-OF-WAY LINE OF NORTH WHITESBORO STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH LINE OF THE SUBDIVISION OF LOTS 3, 4 AND 5 BLOCK 1 OF CAMPBELL'S ADDITION; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE TO THE WEST LINE OF SUMMIT ADDITION; THENCE NORTHERLY 1 ROD ALONG THE WEST LINE OF SUMMIT ADDITION TO THE NORTHWEST CORNER OF LOT 1 OF SUMMIT ADDITION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY 1 ROD TO THE NORTHWEST CORNER OF LOT 2 OF SUMMIT ADDITION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 9 OF SUMMIT ADDITION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHWEST CORNER OF LOT 9; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 9 EXTENDED TO THE NORTHWEST CORNER OF LOT 19 OF THE RESUBDIVISION OF ORIGINAL LOTS 1, 2 & 3 OF BLOCK 2 OF SUMMIT ADDITION AS RECORDED IN A REVENUE PLAT OF 1904; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 19 TO THE NORTHEAST CORNER OF LOT 19; THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF LOT 7 OF THE RESUBDIVISION OF BLOCK 2 OF THE SUMMIT ADDITION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ARNOLD STREET; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 7 OF M. J. KITCHELL'S SUBDIVISION TO THE WEST RIGHT-OF-WAYLINE OF NORTH FARNHAM STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH LINE OF LOT 7 OF BLOCK 1 OF OLOF HAWKINSON'S ADDITION; THENCE EASTERLY ALONG THE EXTENDED NORTH LINE OF LOTS 7 AND 8 IN BLOCKS 1, 2 AND 3 AND LOT 4 IN BLOCK 4 OF OLOF HAWKINSON'S ADDITION TO THE POINT OF INTERSECTION WITH THE EAST LINE OF OLOF HAWKINSON'S ADDITION; THENCE EASTERLY ALONG THE EXTENDED NORTH LINE OF LOT 4 IN BLOCK 4 AND LOT 27 IN BLOCK 3 OF THE WASHINGTON ADDITION TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE SOUTHERLY ALONG THE EAST LINES OF LOTS 27 AND 28 OF BLOCK 3 OF THE WASHINGTON ADDITION TO THE SOUTHEAST CORNER OF LOT 28; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 28 EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF CHESTNUT STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY OF EAST

MAIN STREET TO THE POINT OF INTERSECTION WITH THE EXTENDED EAST LINE OF LOT 4 IN BLOCK 5 OF THE FACTORY ADDITION; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE OF LOTS 4 AND 9 OF BLOCK 5 OF FACTORY ADDITION TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 7 IN BLOCK 1 OF N. T. ALLEN'S SUBDIVISION; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINE OF LOTS 6 AND 7 IN BLOCKS 1 AND 2 OF N. T. ALLEN'S SUBDIVISION TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH FARNHAM STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF THE RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF THE HAYNER'S ADDITION; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINE OF LOTS 1 THROUGH 9 IN BLOCK 1 AND LOTS 1 THROUGH 6 OF BLOCK 2 TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF SAID RESUBDIVISION OF HAYNER'S ADDITION; THENCE NORTHERLY 55 FEET ALONG THE WEST LINE OF LOT 6 IN BLOCK 2 OF THE RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF HAYNER'S ADDITION; THENCE WESTERLY TO THE EAST LINE OF SAID LOT 7 TO A POINT 55 FEET NORTH OF THE SOUTH LINE OF LOT 7; THENCE SOUTHERLY 5 FEET ALONG THE WEST LINE OF SAID LOT 7 TO A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE WESTERLY TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LOCUST STREET 50 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 2 OF SAID RESUBDIVISION OF HAYNER'S ADDITION; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINES OF LOTS 1-5 IN BLOCK 1 OF FROST'S ADDITION AND LOT 23 OF THE REVENUE PLAT OF 1904 OF A SUBDIVISION OF ORIGINAL LOTS 1, 2, 3, 5, 6, 7, 8, 9 & 12 OF BLOCK 2 OF FROST'S ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 23 TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 27 OF SAID REVENUE PLAT OF 1904; THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 27 TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 27 TO THE NORTHERNMOST CORNER OF LOT 14 OF BLOCK 2 OF FROST'S ADDITION; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT 14 EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTHERNMOST CORNER OF LOT 4 IN BLOCK 3 OF FROST'S ADDITION; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT 4 TO THE WESTERNMOST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID LOT 4 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 13 IN BLOCK 3 OF FROST'S ADDITION; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 3 OF FROST'S ADDITION TO THE EAST RIGHT-OF-WAY LINE OF PINE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED CENTERLINE OF THE VACATED ALLEY IN THE SUBDIVISION OF THE SOUTH HALF OF ORIGINAL 5 ACRE LOT 6; THENCE WESTERLY ALONG THE SAID EXTENDED CENTERLINE OF THE VACATED ALLEY TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 1 IN THE SUBDIVISION OF THE SOUTH HALF OF ORIGINAL 5 ACRE LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 1 AND 10 IN SAID SUBDIVISION TO THE NORTHEAST CORNER OF LOT 6 IN THE RESUBDIVISION OF ORIGINAL 5 ACRE LOTS 5 AND 6 OF THE ORIGINAL PLAT OF GALESBURG; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 2 THROUGH 6 OF SAID RESUBDIVISION TO THE NORTHWEST CORNER OF LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID RESUBDIVISION TO A POINT 18 FEET NORTH OF THE SOUTH LINE OF LOT 4 IN BLOCK 4 OF SHELDON ALLEN'S SUBDIVISION OF ORIGINAL 5 ACRE LOTS 3 AND 4; THENCE WESTERLY ALONG A LINE 18 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ALLENS AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COTTAGE AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH KELLOGG STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY TO A POINT 116.1 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF E SIMMONS STREET; THENCE WESTERLY 65 TO THE POINT OF INTERSECTION WITH THE EXTENDED EAST LINE OF C. L. BROWN'S SUBDIVISION; THENCE NORTHERLY ALONG SAID EXTENDED EAST LINE TO THE SOUTHEAST CORNER OF LOT 3 IN C. L. BROWN'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF C. L. BROWN'S SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF THE CUSTER-COX RESUBDIVISION TO THE SOUTHWEST CORNER OF SAID RESUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 2 AND 3 IN THE SUBDIVISION OF BLOCK 30 OF THE ORIGINAL PLAT OF GALESBURG EXTENDED TO THE POINT OF

INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SIMMONS STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 31 IN THE ORIGINAL PLAT OF GALESBURG; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 3 EXTENDED TO THE NORTHWEST CORNER OF LOT 17 OF THE RESUBDIVISION OF THE NORTH 1/3 OF ORIGINAL LOTS 9 AND 10, THE SOUTH 12 FEET OF ORIGINAL LOTS 1 AND 2 AND THE SOUTH 3 FEET OF ORIGINAL LOT 3 IN BLOCK 31 OF THE ORIGINAL TOWN; THENCE 10 FEET WEST PERPENDICULAR TO THE WEST LINE OF SAID LOT 17; THENCE 26.5 FEET SOUTH TO A POINT ON THE SOUTH LINE OF LOT 20 OF SAID RESUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 20 TO THE NORTHWEST CORNER OF LOT 10 IN SAID RESUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 10 AND 11 OF SAID RESUBDIVISION TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF E TOMPKINS STREET; THENCE WESTERLY 15 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 95 FEET PERPENDICULAR TO THE NORTH RIGHT-OF-WAY OF EAST TOMPKINS STREET; THENCE WEST 60 FEET; THENCE NORTH 28.75 FEET; THENCE WEST 123 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH CHERRY STREET; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH CHERRY STREET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING; EXCLUDING AN AREA MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH KELLOGG STREET WHICH IS THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET; THENCE SOUTHERLY ALONG SAID CHAMBERS STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WESTERLY ALONG SAID MULBERRY STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH SEMINARY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF EAST SIMMONS STREET; THENCE WESTERLY ALONG SAID SIMMONS STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH KELLOGG STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; ALSO EXCLUDING LOTS 3 THROUGH 10, 27 AND 29 THROUGH 31 OF THE SUBDIVISION OF BLOCK 17 OF THE CITY OF GALESBURG; INCLUDING AN AREA MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF MULBERRY STREET AND THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 AND THAT LINE EXTENDED; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 AND THAT LINE EXTENDED TO THE EAST LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF MULBERRY STREET TO THE WEST LINE OF LOT 15 OF THE SUBDIVISION OF BLOCK 62; THENCE NORTH ALONG THE WEST LINE OF LOT 15 TO THE NORTHERLY LINE OF LOT 15; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 15 TO THE WEST LINE OF LOT 16 IN THE SUBDIVISION OF BLOCK 62; THENCE NORTH ALONG THE WEST LINE OF LOT 16 TO THE NORTH LINE OF LOT 16; THENCE EAST ALONG THE NORTH LINE OF LOT 16 TO THE EAST LINE OF LOT 16; THENCE SOUTH ALONG THE EAST LINE OF LOT 16 AND THAT LINE EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET, SAID POINT BEING THE POINT OF BEGINNING; SAID TRACT CONTAINING 288.6 ACRES MORE OR LESS ALL BEING SITUATED IN THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS. EXCEPT THE "EARLY TERMINATION AREA" APPROVED BY ORDINANCE 22-3687, Beginning at the Southeast corner of Lot 34 of Scripp's Subdivision; thence Northerly along the East line of said Lot 34 of said Subdivision to the Northwest corner of Lot 33 of said Subdivision; thence Easterly along the North line of said Lot 33 of said Subdivision to the Southeast corner of Lot 35 of said Subdivision; thence Northerly along the East line of said Lot 35 of said Subdivision to the Northeast corner of Lot 35 of said Subdivision; thence Easterly along the extended South line of Lot 29 of Scripp's Subdivision to the West right-of-way line of North Whitesboro Street; thence Northerly along said right-of-way line to the point of intersection with the extended North line of the Subdivision of Lots 3, 4 and 5 Block 1 of Campbell's Addition; thence Easterly along said extended North line to the West line of Summit Addition; thence Northerly 1 rod along the West line of Summit Addition to the northwest corner of Lot 1 of Summit Addition; thence Easterly along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence Southerly 1 rod to the Northwest corner of Lot 2 of Summit Addition; thence Easterly along the North line of

said Lot 2 to the Northwest corner of Lot 9 of Summit Addition; thence Southerly along the West line of said Lot 9 to the Southwest corner of Lot 9; thence Easterly along the South line of Lot 9 extended to the Northwest corner of Lot 19 of the Resubdivision of Original Lots 1, 2 & 3 of Block 2 of Summit Addition as recorded in a Revenue Plat of 1904; thence Easterly along the North line of said Lot 19 to the Northeast corner of Lot 19; thence Southerly to the Southwest corner of Lot 7 of the Resubdivision of Block 2 of the Summit Addition; thence Easterly along the South line of said Lot 7 extended to the point of intersection with the East right-of-way line of Arnold Street; thence Easterly along the extended South line of Lot 7 of M. J. Kitchell's Subdivision to the West right-of-wayline of North Farnham Street; thence Northerly along said right-of-way to the point of intersection with the extended North line of Lot 7 of Block 1 of Olof Hawkinson's Addition; thence Easterly along the extended North line of Lots 7 and 8 in Blocks 1, 2 and 3 and Lot 4 in Block 4 of Olof Hawkinson's Addition to the point of intersection with the East line of Olof Hawkinson's Addition; thence Easterly along the extended North line of Lot 4 in Block 4 and Lot 27 in Block 3 of the Washington Addition to the Northeast corner of said Lot 27; thence Southerly along the East lines of lots 27 and 28 of Block 3 of the Washington Addition to the Southeast corner of Lot 28; thence Westerly along the South line of said Lot 28 extended to the point of intersection with the West right-of-way line of Chestnut Street; thence Southerly along said right-of-way line to the point of intersection with the North right-of-way line of East Main Street; thence Westerly along said North right-of-way of East Main Street to the point of intersection with the extended East line of lot 4 in Block 5 of the Factory Addition; thence Southerly along the extended East line of Lots 4 and 9 of Block 5 of Factory Addition to the point of intersection with the south right-of-way line of Washington Street; thence Westerly along said South right-of-way line to the point of intersection with the West right-of-way line of Illinois Avenue; thence Northerly along said West right-of-way line to the Southeast corner of Lot 7 in Block 1 of N. T. Allen's Subdivision; thence Westerly along the extended South line of Lots 6 and 7 in Blocks 1 and 2 of N. T. Allen's Subdivision to the point of intersection with the West right-of-way line of South Farnham Street; thence Northerly along said right-of-way line to the Southeast corner of Lot 1 in block 1 of the Resubdivision of Blocks 1, 2, 3 and 4 of the Hayner's Addition; thence Westerly along the extended South line of Lots 1 through 9 in Block 1 and Lots 1 through 6 of Block 2 to the Southwest corner of Lot 6 in Block 2 of said Resubdivision of Hayner's Addition; thence Northerly 55 feet along the West line of Lot 6 in Block 2 of the Resubdivision of Blocks 1, 2, 3 and 4 of Hayner's Addition; thence Westerly to the West line of said Lot 7 to a point 55 feet North of the South line of Lot 7; thence Southerly 5 feet along the West line of said Lot 7 to a point 50 feet North of the South line of said Lot 7; thence Westerly to a point on the East right-of-way line of Locust Street 50 feet North of the Southwest corner of Lot 9 in block 2 of said Resubdivision of Hayner's Addition; thence Southerly along said right-of-way line to the Southwest corner of said Lot 9; thence Westerly along the extended South Lines of Lots 1-5 in Block 1 of Frost's Addition and Lot 23 of the Revenue Plat of 1904 of a Subdivision of Original Lots 1, 2, 3, 5, 6, 7, 8, 9 & 12 of Block 2 of Frost's Addition to the Southwest corner of said Lot 23; thence Northerly along the West line of said Lot 23 to the point of intersection with the South right-of-way line of East Main Street; thence Westerly along said South right-of-way line to the point of intersection with the West line of Lot 27 of said Revenue Plat of 1904; thence Northwesterly to the Southeast corner of Lot 34 of Scripp's Subdivision and the Point of Beginning; being a tract of land containing 43 acres, more or less.

EXHIBIT "D"

PROJECT DESCRIPTION

161 N Cherry Street

Smokin Willies BBQ, LLC is proposing to purchase 161 N Cherry St and conduct renovations to open a permanent home for their business. In addition to the purchase of the property, project expenses include the installation of new interior lighting, replacement of ceiling fans, replacement of exhaust fans in the restrooms, new appliances, new shelving, new ceiling tiles, replacement of interior doors, and repairs to the roofing materials.

The building is approximately 8,200 square feet and currently has one tenant, but a large portion of the building has been underutilized, so the renovations and establishment of a restaurant will bring new life to the building and neighborhood.

The estimated total project cost is \$174,239.16. The proposed incentive would be approximately 15% of the eligible expenses (\$26,135.87), which would be paid out as a reimbursement. The remaining funds to complete the project will be paid by the owner through owners' equity, a bank loan, a Tax Increment Financing incentive and a City Downtown Revolving Loan.

Smokin Willies BBQ anticipates 8 part-time jobs will be created as a result of this project. The owner anticipates beginning work February 2024 with an anticipated completion by the October 2, 2024.

The Tax Increment Financing funding will be utilized to assist with redevelopment expenses. A benefit to the public is that this project will bring new life to the building and neighborhood as a majority of this approximate 8,200 square foot building has been underutilized for a number of years.

If not for a significant TIF incentive, completing the necessary renovations to establish this new permanent location for this business would not be possible.

EXHIBIT “E”

**REDEVELOPER ASSISTANCE COSTS
TAX INCREMENT FINANCING
DEVELOPER ELIGIBLE PROJECT COSTS**

2024	Total Amount
Purchase price	140,000
Electrical contractor	9,330
Vestibule heater	4,500
Light fixtures, fans	2,784.08
Doors and ceiling tiles	7,882.08
Roofing repairs	9,743
TOTAL ESTIMATED PROJECT COST:	\$174,239.16

Smokin Willies BBQ, LLC
Request for Reimbursement for Costs Incurred
161 N Cherry Street

Date of Request: _____ Request #: _____

Detailed list of redevelopment activities which have been completed since last request for reimbursement.

Description of Activity	Paid To	Costs Incurred
TOTAL COSTS INCURRED:		\$

Attached are invoices which support the costs identified for the above-listed activities.

I certify that the costs identified above have been incurred for this project.

(typed name)

City authorization for payment: _____

Date Authorized: _____

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 18, 2023**

AGENDA ITEM: Approve preauthorization for the purchase of sixteen police pursuit vehicles.

SUMMARY RECOMMENDATION: The City Manager, Police Chief, Fleet Superintendent, and Purchasing Agent recommend waiving the normal purchasing policies and approve the purchase of sixteen 2025 police pursuit vehicles not to exceed \$52,000 per unit.

BACKGROUND: The police department fleet is due for vehicle replacement in 2025. A few vehicle purchases have been delayed for several years due to logistical reasons and supply chain problems. The following sixteen vehicles will all be due for replacement in 2025: 5, 6, 7, 20-28, 29, 31, 32, and 34.

The current fleet consists of 2020 Ford Police Interceptor Utility Hybrid AWD units; however, there are also some 2016 and 2012 models still in use and are getting high in mileage. The vehicles have started to have problems and are often down for repair resulting in significant repair costs as well as logistical problems from the downtime. The Fleet Superintendent regularly monitors the usage and performance of the vehicles in the City fleet to provide sound evaluation as to how long the City should anticipate keeping a vehicle in use as a cost effective unit. The existing police units will be migrated to other departments as the Fleet Superintendent deems appropriate, and the vehicles utilized by those departments would be sold on Purple Wave.

All vehicle equipment, including the seats, cages, consoles, and lights, are models that fit the Ford Interceptor body style. It would be in the best interest of the city to replace the current vehicles using the 2025 Ford Interceptor SUV to reuse the current equipment. The purchase of a different vehicle would require the replacement of all the equipment at a significant expense to the city.

Several factors have contributed to the ongoing volatile vehicle market such as COVID, global chip shortages, and the auto worker's strike. As a result, there have been shortages and long lead times in the vehicle industry, including the police pursuit vehicles. Due to the significant supply chain problems, City staff are requesting to waive the normal purchasing policies and obtain prior purchasing authority from the City Council to spend up to \$52,000.00 per vehicle to lock in the purchase as soon as the order bank opens. With the high demand of police pursuit vehicles, the dealers expect the orders to be filled within a week. Attempts to use the normal bidding process may result in the 2025 vehicle allotments to be filled before the standard timeline of an awarded bid. The Ford order bank is anticipated to open in February 2024 for the 2025 vehicle model. Competitive bids would immediately be obtained by contacting several Ford dealers to provide pricing based on the bid specifications. Remaining conscious of fuel charges, specifications have been designed around that of a hybrid option for better fuel economy.

Based on the above information, City staff recommend the purchase of sixteen police vehicles at the pre-approved amount not to exceed \$832,000. The vehicles purchased are anticipated to be 2025 Ford Police Interceptor Utility Hybrid AWD units. Upon receipt of the new vehicles, the existing police vehicles would be handed down to other departments and the vehicles currently utilized by the other departments would be sold using Purple Wave.

BUDGET IMPACT: There are sufficient funds in the Vehicle Replacement Fund (58) for the purchase of sixteen police pursuit vehicles.

SUPPORTING DOCUMENTS:

1. None

ORDINANCE NO. _____

An ordinance appropriating for all town purposes for Township, Knox County, Illinois, for the fiscal year beginning January 1, 2024, and ending December 31, 2024.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the Town of the City of Galesburg Township, be and the same are hereby appropriated for the town purposes of the Town of the City of Galesburg Township, Knox County, Illinois, as hereinafter specified for the fiscal year beginning January 1, 2024, and ending December 31, 2024.

SECTION 2: That the following budget containing an estimate of revenues and expenditures is hereby adopted for the following funds,

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

1. General Town Fund		
Beginning Balance 1/1/2024		\$702,496.78
Revenues		
Property Tax	\$270,000.00	
Replacement Tax	\$201,437.00	
Interest Income	\$40,411.00	
Total Revenues		\$511,848.00
Total Funds Available		\$1,214,344.78
Expenditures		
Administration	\$284,400.00	
Assessor	\$243,800.00	
Total Expenditures		\$528,200.00
Ending Balance 12/31/2024		\$686,144.78
1.11 Administration		
Personnel		

Salaries	\$115,600.00	
Group Insurance	\$90,000.00	
Total		\$205,600.00
Contractual Services		
Legal & Professional Service	\$6,600.00	
Travel Expenses - Other	\$2,000.00	
Total		\$8,600.00
Commodities		
Office Supplies/Postage/Publications	\$3,500.00	
Operating Supplies		
Total		\$3,500.00
Other Expenditures		
Building - Maintenance	\$20,000.00	
Town Hall	\$20,000.00	
Miscellaneous Expense	\$1,000.00	
Contingencies	\$10,000.00	
Capital Outlay - Equipment	\$10,000.00	
Maintenance Agreement	\$4,000.00	
Bonds	\$1,000.00	
Bank Service Fees	\$700.00	
Total		\$66,700.00
Total Administration		\$284,400.00
1-12 Assessor		
Personnel		
Salaries	\$195,000.00	
Total		\$195,000.00
Contractual Services		
Maintenance Agreements	\$4,000.00	
Maintenance Service - Vehicle	\$3,500.00	
Travel & Training - Assessor	\$4,000.00	
Travel & Training - Office	\$6,000.00	
Legal & Professional	\$10,000.00	
Total		\$27,500.00
Commodities		

Office Supplies & Postage	\$6,000.00	
Total		\$6,000.00
Capital Outlay		
Equipment	\$10,000.00	
Total		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$1,000.00	
Contingencies	\$4,000.00	
Other Post Employment Benefits	\$300.00	
Total		\$5,300.00
Total Assessor		\$243,800.00
Total Town Fund		\$528,200.00
11 Audit Fund		
Beginning Balance 1/1/2024		\$53,132.82
Revenues:		
Property Tax	\$22,000.00	
Interest Income	\$1,666.00	
Total Revenues		\$23,666.00
Total Funds Available		\$76,798.82
Contractual Services		
Accounting Service	\$19,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$19,000.00
Ending Balance 12/31/2024		\$57,798.82
12 Liability Fund		
Beginning Balance 1/1/2024		\$22,148.69
Revenues:		
Property Tax	\$8,000.00	
Interest Income	\$660.00	
Total Revenues		\$8,660.00
Total Funds Available		\$30,808.69

Expenditures		
Insurance	\$7,500.00	
Worker's Compensation	\$1,400.00	
Unemployment Taxes	\$1,800.00	
Office Supplies	\$0.00	
Contractual Services		
Liability Insurance		
General Insurance		
Risk Management		
Total Expenditures		\$10,700.00
Ending Balance 12/31/2024		\$20,108.69
Illinois Municipal Retirement Fund		
Beginning Balance 1/1/2024		\$89,373.71
Revenues		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$3,000.00	
Total Revenues:		\$37,000.00
Total Funds Available		\$126,373.71
Expenditures		
Personnel		
Retirement Contribution	\$34,000.00	
Office Supplies		
Total Expenditures		\$34,000.00
Ending Balance 12/31/2024		\$92,373.71
Social Security/Medicare Fund		
Beginning Balance 1/1/2024		\$91,233.60
Revenues		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$3,000.00	
Total Revenues		\$37,000.00

Total Funds Available		\$128,233.60
Expenditures		
Personnel		
Social Security/Medicare	\$34,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$34,000.00
Ending Balance 12/31/2024		\$94,233.60
General Assistance Fund		
Beginning Balance 1/1/2024		\$597,180.27
Revenues		
Property Tax	\$163,000.00	
Interest Income	\$25,352.00	
Other Townships	\$21,000.00	
Total Revenues		\$209,352.00
Total Funds Available		\$806,532.27
Expenditures		
15.11 Administration	\$158,188.00	
15.31 Home Relief	\$282,000.00	
Total Expenditures		\$440,188.00
Ending Balance 12/31/2024		\$366,344.27
15.11 Administration		
Personnel		
Salaries	\$140,000.00	
Health Insurance		
Total Expenditures		\$140,000.00
Contractual Services		
Legal & Bonds	\$200.00	
Training & Travel - Office Staff	\$1,000.00	
Total Expenditures		\$1,200.00
Commodities		
Maintenance Supplies - Equipment	\$0.00	

Maintenance Agreements	\$2,500.00	
Office Supplies & Service	\$5,000.00	
Total Expenditures		\$7,500.00
Capital Outlay		
Equipment	\$10,000.00	
Total Expenditures		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$1,000.00	
Contingencies	\$5,000.00	
Bank & Service Fees	\$300.00	
Other Post Employment Benefits	\$100.00	
Total Expenditures		\$6,400.00
Total Administration		\$165,100.00
15.31 Home Assistance		
Contractual Services		
Medical and Dental Services	\$10,000.00	
Shelter	\$55,000.00	
Utilities	\$27,500.00	
Funeral & Burial Service	\$4,000.00	
Ambulance	\$1,500.00	
Total Expenditures		\$98,000.00
Commodities		
Food	\$30,000.00	
Personal/Household Needs/Clothing	\$30,000.00	
Transients	\$1,000.00	
Client Misc./Transportation/Laundry	\$5,000.00	
Total Expenditures		\$66,000.00
Other Expenditures		
Hygiene Pantry/Bus Program & Passes	\$14,000.00	
Emergency Assistance - Misc.	\$4,000.00	
Emergency Assistance - Rent	\$50,000.00	
Emergency Assistance - Utilities	\$50,000.00	
		\$118,000.00

Total Home Relief		\$282,000.00
Total General Assistance		\$447,100.00

Section 3: That the amount appropriated for town purposed for the fiscal year beginning January 1, 2024, and ending December 31, 2024, by fund shall be as follows:

General Town Fund	\$528,200		
Audit Fund	\$19,000		
Liability Fund	\$10,700		
Social Security/Medicare Fund	\$34,000		
Illinois Municipal Retirement Fund (IMRF)	\$34,000		
General Assistance Fund	\$440,188		
Total Appropriations			\$1,066,088.00

Approved this _____ day of December 2023 by a roll call vote as follows:

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Kimberly A. Thierry, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

ORDINANCE NO. _____

An ordinance levying taxes for all town purposes for the Town of the City of Galesburg, Knox County, Illinois, for the tax year 2023, collectable in 2024.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the sum of Five Hundred Thirty One Thousand Dollars (\$531,000) are hereby levied upon all property subject to taxation within the Townships that property is assessed and equalized, in order to meet and defray all necessary expenses and liabilities of the Township as required by statute or voted by the people in accordance with the law, for such purposes as:

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

SECTION 2: That levied for each object and purpose shall be as follows:

	<u>Amount Levied</u>
<u>GENERAL TOWN FUND</u>	
<u>ADMINISTRATION</u>	
Personnel	\$117,224
Contractual Services	\$5,000
Commodities	\$3,500
Other Expenditures	\$4,638
Capital Outlay	\$4,638
TOTAL ADMINISTRATION:	\$135,000
<u>ASSESSOR</u>	
Personnel	\$85,500
Contractual Services	\$28,200
Commodities	\$6,500
Capital Outlay	\$10,000
Other Expenditures	\$4,800
TOTAL ASSESSOR:	\$135,000
TOTAL GENERAL TOWN FUND:	\$270,000
<u>AUDIT FUND</u>	
Contractual Services	\$22,000

TOTAL AUDIT FUND: \$22,000

INSURANCE FUND

Personnel	\$7,000
Contractual Services	\$1,000

TOTAL INSURANCE FUND: \$8,000

ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Personnel	\$34,0000
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TOTAL IMRF FUND: \$34,000

SOCIAL SECURITY FUND

Personnel	\$34,000
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TOTAL SOCIAL SECURITY FUND: \$34,000

GENERAL ASSISTANCE FUND

ADMINISTRATION

Personnel	\$79,000
Contractual Services	\$2,000
Commodities	\$2,000
Other Expenditures	

TOTAL ADMINISTRATION: \$83,000

HOME RELIEF

Contractual Services	\$29,000
Commodities	\$28,000
Other Expenditures	\$23,000

TOTAL HOME RELIEF: \$80,000

TOTAL GENERAL ASSISTANCE FUND: \$163,000

TAX LEVY SUMMARY

General Corporate Tax	\$270,000
Audit Tax	\$22,000
Insurance Tax	\$8,000

Illinois Municipal	
Retirement Tax	\$34,000
Social Security Tax	\$34,000
Public Assistance Tax	\$163,000

TOTAL TAXES LEVIED: \$531,000

SECTION 3: That the Town Clerk shall make and file with the County Clerk of Knox County, on or before the last Tuesday of December, a duly certified copy of this ordinance.

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such finding shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect after its adoption, as provided by law.

Approved this _____ day of December 2023 by a roll call vote as follows:

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Kimberly A. Thierry, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

TOWN OF THE CITY OF GALESBURG

Date: December 18, 2023

Agenda Number: 23-9028

TOWN FUND	<u>\$13,535.26</u>
GENERAL ASSISTANCE FUND	<u>\$5,343.77</u>
IMRF FUND	<u>\$3,309.06</u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$22,188.09</u>

11:02 AM

12/12/23

TOWN of the City of Galesburg - TOWN
TOWN Payment Due Report
 November 28 - December 11, 2023

Type	Date	Num	Name	Memo	Amount
Ameren Illinois					
Bill	12/05/2023	5392319850	Ameren Illinois	Service Dates 10/20/2023 to 11/21/2023	299.18
Total Ameren Illinois					299.18
CityGalesburg EXPENSES					
Bill	12/05/2023	0487687	CityGalesburg EXPENSES	purchase of Eaton UPS Monitoring Probe &Network...	4,091.44
Bill	12/05/2023	018974_water	CityGalesburg EXPENSES	Water 11/1/2023 - 11/30/2023	34.21
Total CityGalesburg EXPENSES					4,125.65
CityGalesburg GROUP INS					
Bill	12/06/2023	0487756	CityGalesburg GROUP INS	Group Insurance January 2024	8,372.89
Total CityGalesburg GROUP INS					8,372.89
Expense Cabrera					
Bill	12/05/2023	120523Travel	Expense Cabrera	Travel Homestudy test Springfield	154.58
Total Expense Cabrera					154.58
HumbleFax					
Bill	11/04/2023	FMMWV-0001	HumbleFax	FMMWV-0001 1 MONTH SUBSCRIPTION 11/4/23 ...	20.00
Bill	12/05/2023	F8CXV - 0001	HumbleFax	Service Dates 12/4/2023 - 1/4/2023	20.00
Total HumbleFax					40.00
Lora Cleaning					
Bill	12/05/2023	49	Lora Cleaning	cleaning of Assessors and GA Offices 11/15/2023 t...	320.00
Total Lora Cleaning					320.00
OSI					
Bill	12/05/2023	INV346326	OSI	OS10121 Contract Coverage Charge 10/3082023 t...	54.82
Total OSI					54.82
Petty Crew, LLC					
Bill	12/05/2023	1165	Petty Crew, LLC	12/5/2023 Salting	50.00
Total Petty Crew, LLC					50.00
Summit Hosting					
Bill	11/21/2023	9145621	Summit Hosting	11/21/23 - 12/21/23 QB Hosting	71.89
Bill	12/05/2023	9145969	Summit Hosting	11/ 27/2023 to 12/21/2023 QB Hosting	46.25
Total Summit Hosting					118.14
TOTAL					13,535.26

10:59 AM

12/12/23

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
 November 28 - December 11, 2023

Type	Name	Num	Date	Memo	Amount
Nov 28 - Dec 11, 23					
Bill	City TRANSIT Galesburg	0487682	12/05/2023	10/23 and 11/23 Tickets and Punch Cards	80.00
Bill	City TRANSIT Galesburg	0487682 - G16362	12/05/2023	0487682 Bus punch cards for clients	30.00
Bill	City TRANSIT Galesburg	0487682-G16385	12/05/2023	G16385 Transportaion Assist	40.00
Bill	City TRANSIT Galesburg	0487682 - G16494	12/05/2023	G1647682 Transportaion Assist	10.00
Bill	Hy-Vee Main St # 1216	G16422	12/04/2023	G16422 Food Assist	95.98
Bill	Hy-Vee Main St # 1216	G16475	12/04/2023	G16475 Food Assistance	98.75
Bill	Hy-Vee Main St # 1216	G16468	12/04/2023	G16468 Food Assist	78.31
Bill	Hy-Vee Main St # 1216	G16474	12/04/2023	G16474 Food Assist	22.34
Bill	Hy-Vee Main St # 1216	G16359	12/04/2023	G16359 Food Assist	100.00
Bill	Hy-Vee Main St # 1216	G16433	12/04/2023	G16433 Food Assist	98.65
Bill	Hy-Vee Main St # 1216	G16375	12/04/2023	G16375 Food Assist	50.00
Bill	Salvation Army Thrift Store	G16512	12/05/2023	G16512 Household Supplies	45.94
Nov 28 - Dec 11, 23					749.97

10:56 AM

12/12/23

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
November 28 to December 11, 2023

	Date	Num	Name	Memo	Paid Amount
Income					
Expense					
602 · Gen Assistance - Rent					
	11/28/2023	24759	LL Finzel, Paul	G16503 Shelter Assistance	340.00
	12/04/2023	24763	LL KCHA	G16533 Shelter Assist Apt 212 T	11.00
	12/04/2023	24764	LL Finzel, Paul	G16529 Shelter Assist 1520 Monmouth Blvd	250.00
	12/04/2023	24766	LL KCHA	G16520 Shelter Assist Apt 209 T	11.00
	12/04/2023	24769	LL KCHA	G16513 Shelter Assist Apt 323 L	11.00
	12/04/2023	24774	LL KCHA	G16537 Shelter Assist Apt 423 R	17.00
Total 602 · Gen Assistance - Rent					640.00
603 · Gen Assistance - Utilities					
	11/29/2023	24753	City WATER Galesburg	G16496 Utility Assistance	80.00
	11/29/2023	24759	AMEREN ILLINOIS	G16497 Utilities Assistance	106.91
	12/04/2023	24767	AMEREN ILLINOIS	9886297096 G16515 Apt 323 Utilities Assist C...	21.57
Total 603 · Gen Assistance - Utilities					208.48
605 · Gen Assistance - P & H					
	12/04/2023	24776	Kohl's	Giftcards for General Assist - qty five 100.00	500.00
	12/04/2023	24776	Kohl's	Giftcards for General Assist - qty five 50.00	250.00
Total 605 · Gen Assistance - P & H					750.00
612 · Gen Assistance - Misc/Lndry/Tra					
	12/04/2023	24762	LL KCHA Laundry	G16536 Laundry T	10.00
	12/04/2023	24765	LL KCHA Laundry	G16523 Laundry Assist Apt 209	10.00
	12/04/2023	24768	LL KCHA Laundry	G16517 Laundry Assist Apt 323 L	10.00
	12/04/2023	24770	IL Secretrary of State	G16541 Other Assist I	30.00
	12/04/2023	24773	LL KCHA Laundry	G16540 Laundry Assist Apt 423 R	10.00
Total 612 · Gen Assistance - Misc/Lndry/Tra					70.00
613 · Emergency Assistance - Rent					
	11/29/2023	24751	LL Regalado, Arcadio	E16500 Shelter Assistance	450.00
	12/04/2023	24775	LL Bridlecreek / Rural Rentals	E16542 Emerg Shelter Apt 20 T. I	1,000.00
Total 613 · Emergency Assistance - Rent					1,450.00
615 · Emergency Miscellaneous					
	11/29/2023	24750	Ailly	E16507 Work Related Assistance	990.36
	11/29/2023	24752	IHMVCU	E16501 Work Related Assistance	484.96
Total 615 · Emergency Miscellaneous					1,475.32
Total Expense					4,593.80
Net Income					<u><u>-4,593.80</u></u>

11:05 AM

12/12/23

Accrual Basis

TOWN of the City of Galesburg - IMRF
IMRF Payment Due Report
November 28 - December 11, 2023

Type	Date	Num	Name	Split	Amount
215 · IMRF WH					
Liability Check	12/06/2023	40449	I.M.R.F.	106...	-1,406.02
Liability Check	12/06/2023	40449	I.M.R.F.	106...	-1,146.92
Liability Check	12/06/2023	40424	I.M.R.F.	107...	-756.12
Total 215 · IMRF WH					-3,309.06
TOTAL					-3,309.06