

CITY OF
GALESBURG
ILLINOIS

May 20, 2024

City Council Agenda



55 W. TOMPKINS STREET
GALESBURG, IL 61401
WWW.CI.GALESBURG.IL.US



CITY OF
GALESBURG
ILLINOIS



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
May 20, 2024

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
	Proclamation	Poppy Days
	Approve	Minutes from May 6, 2024
	Bid Opening	Sale of City Owned Property

[Public Comment](#)

[Consent Agenda #2024-09](#)

24-3019	Bid	2024 Fill Material - Hot Mix Asphalt
24-5004	Receive	December 31, 2023 Investment Schedule
24-6001	Approve	Appointment Memo
24-8008	Bills and Advance Checks	Approval and warrants drawn in payment of same

[Passage of Ordinances and Resolutions](#)

24-1006	Ordinance	Amending Chapter 30, presiding officer (Final Reading)
24-1008	Ordinance	Allow parking on E. Ferris Street east of Kellogg Street on Sundays only (First Reading)

[Bids, Petitions and Communications](#)

[City Manager's Report](#)

[Miscellaneous Business \(Agreements, Approvals, Etc.\)](#)

24-4033	Approve	Development Agreement with Western Smokehouse Partners, LLC
24-4034	Approve	Development Agreement with Graham Hospital Association

24-4035	Approve	Workers Compensation Settlement Agreement
24-4036	Approve	External Agency Funding
24-4037	Approve	PSEO Contract and Salary Schedule

Town Business

24-9009		Bills
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Closing Comments

Executive Session

Adjournment



CITY MANAGER'S OFFICE

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CITY COUNCIL MEETING

City Manager's Report

May 20, 2024

CONSENT AGENDA #2024-09

Item 24-3019 Fill Materials

Staff recommend approval of the bid to supply Hot Mix Asphalt for 2024 to Tickle Asphalt Company. Three bids were received with the low bid being Tickle Asphalt Company. The intent is to use the vendor that provides the lowest on the road cost for the city. However, if the lowest on the road cost vendor does not have the material available, the city will utilize the next lowest price vendor.

Item 24-6001 Appointment Memo

Appointments to boards and commissions are submitted by Mayor Schwartzman for Council consideration and approval.

Item 24-5004 Investment Schedule

The December 31, 2024 Investment Schedule is provided to be received and placed on file with the City Clerk's office. The December 31, 2023, Investment Schedule reports a grand total of investments in the amount of \$67,874,690. The national 3-month T-Bill rate on December 31, 2023, was at 5.20 percent while, at the same timeframe, the city investments earned an average rate of 4.873 percent.

Item 24-8008 Bills

Bills and advanced checks are submitted for approval. All purchases are made in accordance with purchasing policies, with bids over \$25,000.00 utilizing the competitive bid process and approved individually by the City Council.

ORDINANCES AND RESOLUTIONS

Item 24-1006 Amending Chapter 30, Presiding Officer (Final Reading)

Staff recommend approval of an ordinance amending Chapter 30 of the Galesburg municipal code. The Illinois Municipal Code provides that the City Council shall elect one of its members to act as Deputy Mayor in the temporary absence of the Mayor. The proposed amendment sets forth that a Deputy Mayor shall be elected every two years, beginning in May 2024.

Item 24-1008 Parking on E. Ferris Street (First Reading)

Staff recommend approval of an ordinance allowing parking on East Ferris Street, east of Kellogg Street on Sundays only. A request was brought to the Traffic Advisory Committee by Trinity Lutheran Church to address on-street parking availability for members of the congregation. Currently, there are four on-street parking spaces in front of the church on the south side of Ferris Street. Parking is restricted on the north side of Ferris Street in front of the church. The proposed

ordinance would add two on-street parking spaces on the north side of E. Ferris St. just east of the Kellogg Street intersection. Parking would remain restricted from Monday through Saturday. Signage would be installed to indicate that parking restriction.

BIDS, PETITIONS AND COMMUNICATIONS

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 24-4033 Development Agreement with Western Smokehouse Partners, LLC

Staff recommend approval of development agreement with Western Smokehouse Partners, LLC to retain and expand their operations in Galesburg. Per the terms of the agreement, the developer will maintain its headquarters in Galesburg for a 10-year period and execute a 10-year lease for the current location at 56 S. Kellogg Street. The developer will retain the current seven headquarter jobs in Galesburg with a minimum payroll of \$500,000.00. In addition, 10 additional jobs shall be created with a minimum payroll of \$1,000,000.00 for the additional jobs. Western Smokehouse Partners shall maintain no less than the 17 headquarters jobs with a payroll of no less than \$1,500,000.00 in Galesburg for a 10-year period. The Developer will also add 15 manufacturing jobs to its Galesburg facility with a minimum payroll of \$675,000.00 as part of retaining and expanding operations in Galesburg. The City of Galesburg shall provide a total incentive of \$300,000.00, which will be payable in three installments. By providing this incentive, the city and developer will retain the Western Smokehouse Partners headquarters locally, and retain or create 32 local jobs, including 15 manufacturing jobs, with a total positive local economic impact of \$2,175,000.00.

Item 24-4034 Development Agreement with Graham Hospital Association

Staff recommend approval of a development agreement with Graham Hospital Association for the creation of a second entrance to a medical facility, which aligns with Mayo Drive to create an intersection and improve vehicular safety and access. Upon completion, the City of Galesburg will provide \$250,000.00 to Graham Hospital Association. In addition to the benefits of the roadway creation and alignment, which is the subject of this agreement, the city will also benefit from the significant economic impact of the medical facility, which Graham Hospital Association intends to develop on the property. Potential overarching benefits include redevelopment of an underutilized property, job creation, revenue creation, and increased medical services options and capacity within the community.

Item 24-4035 Workers Compensation Settlement Agreement

Staff recommend approval of a settlement agreement, which resolves the workers' compensation case of Pullen v. Galesburg related to an injury sustained in November 2020. In exchange for a release of claims, Mr. Pullen will be compensated \$40,000.00.

Item 24-4036 External Agency Funding

Staff recommend approval of external agency funding as outlined in the attached summary of requests and recommended awards. Applications were received from 27 organizations, requesting \$247,806.00 in funding for a variety of projects, events, and services. \$135,000.00 was approved in the 2024 budget for this purpose. The attached spreadsheet is the

recommendation for utilization of the funds available for 2024. Consideration was given to the criteria outlined in the funding application, strategic priorities of the Galesburg City Council, and optimal transitional funding for 2024 as priorities for funding are refined and implemented in 2025. All funding awarded is on a reimbursement basis, contingent upon the completion of the event or service as outlined in the grant application. There is sufficient funding available in the 2024 budget for the attached recommendation, which funds all agencies which have received funding through this process in the past at a level meeting or exceeding last year's funding award.

Item 24-4038 PSEO Contract and Salary Schedule

Staff recommend approval of a collective bargaining agreement between the City of Galesburg and the Public Safety Employees' Organization (PSEO). The agreement is for a three-year term. It provides a 0% cost of living adjustment in year 2024, and cost of living adjustments of 4% in years 2025 and 2026. It also provides for a new pay scale in order to optimize retention, with an overall increase of 4% for 2024, based on current staffing. The parties also agreed to employee contributions towards the premium of health insurance for single coverage, and elimination of the longevity incentive awarded at five years of service. Approval of the contract will also update page three of the salary schedule, which reflects the wages of personnel represented by PSEO.

TOWN BUSINESS**Item 24-9007 Town Bills**

Respectfully submitted,
Eric Hanson
City Manager

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, the red Poppy grew in the battlefields of France and Belgium where American servicemen died while protecting America's freedom during two World Wars; and

WHEREAS, the Poppy has been designated as a symbol of sacrifice of lives in all wars, veterans assemble the flowers in workshops, nursing homes and hospitals; and

WHEREAS, the American Legion Auxiliary will distribute Poppies at local business locations May 24 and 25, 2024, with contributions going to the welfare of our veterans and their families; and

WHEREAS, at this time especially, our Nation knows the price of war and the debt owed to those who have paid the ultimate price while preserving our freedom.

NOW THEREFORE, I, Peter Schwartzman, Mayor of the City of Galesburg, Illinois, do hereby proclaim May 24 and 25, 2024, as

"POPPY DAYS"

in the City of Galesburg and ask that all citizens purchase a poppy to show appreciation for the sacrifices of our honored soldiers.

Dated this 20th day of May 2024.

Mayor Peter Schwartzman

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
May 6, 2024
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, Sarah Davis, and Steve Cheesman, 7. Absent: Council Member Heather Acerra, 1. Also Present: City Manager Eric Hanson, City Attorney Jason Jording, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Bonnie Ericson gave the invocation.

Proclamation: Letter Carriers' Stamp Out Hunger Food Drive Day

Council Member Dennis moved, seconded by Council Member Miller, to approve the minutes of the City Council's regular meeting from April 15, 2024.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

Mayor Schwartzman asked for nominations for Deputy Mayor.

Council Member Dennis nominated Council Member Cheesman, seconded by Council Member Hix.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Miller, White, and Davis, 5.

Nays: None

Absent: Council Member Acerra, 1.

Abstain: Council Member Cheesman, 1.

Chairman declared the motion carried.

Council Member Cheesman was elected as Deputy Mayor.

PUBLIC COMMENT

Reverend James Hailey, Allen Chapel AME, addressed the Council regarding Skate Palace and made it known that there is a new floor there and that many community churches are taking advantage of the skating rink. He feels that even if the City does not want to invest, individual Council Members should want to do something to help Mr. Spinks by taking a leadership role in helping with his vision. He invited the entire Council to visit Skate Palace and see the new floor and to help him out if they can.

Rob Benedict addressed the Council, specifically about downtown lodging. He noted that for some time, progress has been moving forward on incentives for buildings for possible lodging and noted that Reserve Artisan Ales just held their second Beer Fest where \$10,000 was donated to the Vascular Birthmarks Foundation. They had approximately 500 people downtown with 22 vendors. The biggest comment he heard was that there was no lodging downtown. They had visitors from Knoxville, Minneapolis, Florida, St. Louis, Harrisburg, Pennsylvania, Chicagoland, etc. He commended the Council for seeing that there is a need going forward for downtown and that incentives will help developers get that accomplished. Mr. Benedict also stated that he wanted to publicly announce that he appreciates his relationship with the Hope Foundation and the work that they are doing. Jeff Morrow and his family, staff, and volunteers are doing remarkable things and not letting naysayers get in the way. He hopes the community keeps working in a positive direction.

Jeff Morrow, director of Hope Initiative, addressed the Council. He reported that since last month, they have had two distribution days for the residents of Galesburg, and have given out over 100,000 pieces of product during those days, including 1,512 turkeys. They have also given out over 50,000 pieces of product to the 34 nonprofits that are part of Hope Initiative in Galesburg, and have met with most nonprofits in our community. They are thankful to be part of Galesburg and want to continue to be a tool for the City Council and for the Mayor, to meet the needs of the community. He added that they have over 100 volunteers that are working each month to put these things together and to feed the people that live here. He added that last Thursday, they had an over mile long line of cars waiting to get product.

Gabriel Wynkoop addressed the Council and stated that this is his first time attending a meeting this year. He saw on the agenda that there was a first reading for the sale of 905 Maple Avenue and researched the purpose, who was buying it and what it will be used for, including the Benedict Family Foundation for addiction recovery. He believes this is a great thing and is in favor of the sale.

CONSENT AGENDA #2024-08

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

24-2010

Approve MFT Resolution for the City's estimated \$6,440 share of a project to upgrade traffic signal equipment.

24-4027

Approve an intergovernmental agreement with the Illinois Department of Central Management Services.

24-8007

Approve bills in the amount of \$918,364.80 and advance checks in the amount of \$793,219.92.

Council Member Davis noted that an agreement with Illinois CMS to reimburse the City for expenses related to the containment of a fuel leak that happened on state owned property near Lake Storey is on the Consent Agenda. She knew this was big news when it happened and a lot of people were asking questions having to do with expenses, cleanup, and if the City was going to be reimbursed by the State. For these reasons, she wanted to draw attention to this agenda item.

Council Member Cheesman also noted that our City, Fire Department and a number of our staff did a terrific job working in a very, very challenging situation with this spill. He is glad that Council Member Davis drew attention to this so that our citizens knew that the City did their part and will be reimbursed for what happened.

Council Member Miller moved, seconded by Council Member Davis, to approve Consent Agenda 2024-08.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Miller White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

24-1005

Council Member Miller moved, seconded by Council Member Cheesman, to approve Ordinance 24-3727 on final reading amending Chapter 111 of the Galesburg Municipal Code requiring photos for Peddler and Hawker License applications.

City Manager Hanson reported that last year, the City had roughly 12 badges issued for people selling solar energy. We currently have 58 people out marketing solar energy across our community, hence the reason for this additional legislation that will hopefully help everyone better identify those who are coming to their door.

Council Member Davis inquired about what measures will be taken to make the public aware of the rules for peddlers and hawkers. The City Manager stated that in addition to local media, social media, and the City's website, additional press releases will be sent. He reiterated that it is not the City's endeavor not to impede those trying to do business in our community, but to ensure that they are properly badged, licensed and representing their specific companies in

accordance with this ordinance. The City Clerk also verified that the name on the badge is the name that appears on the applicant's driver's license.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-1006

Ordinance on first reading amending Chapter 30 of the Galesburg Municipal Code regarding the election of a Deputy Mayor.

24-1007

Ordinance on first reading authorizing the sale of Lot 2 of the Greenspace Subdivision, commonly known as 905 Maple Avenue, which is a portion of Parcel Identification Number 99-10-126-030.

Council Member Dennis moved, seconded by Council Member Hix, to suspend the rules and place agenda item 24-1007 on final reading.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

Council Member White moved, seconded by Council Member Davis, to approve Ordinance 24-3728 on final reading authorizing the sale of Lot 2 of the Greenspace Subdivision, commonly known as 905 Maple Avenue, which is a portion of Parcel Identification Number 99-10-126-030.

Roll Call #7:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-2011

Council Member Dennis moved, seconded by Council Member Cheesman, to approve Resolution 24-10 naming the ballfield at HT Custer Park in honor of former Coach James R. "Jimmy" Isaacson.

Council Member Cheesman stated that this is very meaningful for all kinds of reasons, as well as a deserving and appropriate honor. He is glad he got to be a part of this and thanked City Manager Hanson, Mayor Schwartzman, Don Miles, fellow City Council Members, the Prichard family, who the initial park is named after, and a number of other people in the community.

Council Member Cheesman added that Jim Isaacson played an important and positive role in so many people's lives in our town, and not just baseball players. He also did this for almost a half a century and he can attest that during his time when he played for him, coached with him, and even umpired for him, he was always a gentleman who had a great life lesson. He reiterated that he is happy to be a part of this and feels that one of the neat things about government is that we have people in our town who have made contributions in their areas of expertise and interest that have affected and will affect generations of people positively. He is glad to be a part of this and thank all of those people that have helped work to make this happen.

Roll Call #8:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

Council Member Cheesman read the Resolution aloud in honor of Coach Isaacson for the family and public.

BIDS, PETITIONS, AND COMMUNICATIONS

24-3018

Council Member Miller moved, seconded by Council Member Davis, to approve the bid from Victory Lane Ford in the amount of \$44,073 for the purchase of a 2024 Ford F150 pickup truck for the Fleet Services Division.

Council Member Davis stated that she appreciates the transparency about what the City will be doing with the other vehicle in order to fill different needs.

Roll Call #9:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

CITY MANAGER'S REPORT

City Manager Hanson stated that May 5-11 is Professional Municipal Clerks Week. He would be remiss if we didn't recognize Clerk Bennewitz and Deputy Clerk Gugliotta, who do a phenomenal job running our clerk's office and managing much of the day to day licensing and permitting activity for the city. He added that he is aware they are heavily involved in their state association as well, and that the City couldn't find two people to represent our city better.

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

24-4028

Council Member Miller moved, seconded by Council Member Dennis, to approve a joint agreement with the Illinois Department of Transportation for a project to upgrade traffic signal equipment. The City's total share is estimated to be \$6,440.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-4029

Council Member Dennis moved, seconded by Council Member Miller, to approve Budget Adjustment #1 for the budget year ending December 31, 2024.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-4030

Council Member Hix moved, seconded by Council Member Davis, to approve an agency agreement for Phase 1 of the Airport Layout Plan Project with the Illinois Department of Transportation, Division of Aeronautics. The project will be funded with 90 percent state funds and 10 percent local funds. The City's share for this project phase is estimated at \$4,800.

Roll Call #12:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-4031

Council Member Miller moved, seconded by Council Member White, to approve an agreement in the amount of \$195,000 with Klinger and Associates for design services for replacing the five-million gallon water storage tank at 920 West Main Street.

Roll Call #13:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

24-4032

Council Member Cheesman moved, seconded by Council Member Miller, to approve a twelve-month agreement with Constellation for the municipal aggregation of electric supply with a standard rate of \$0.086770 and a 100% green rate of \$0.08989. Customers will have the option to choose the standard or green rate.

City Manager Hanson reported that energy aggregation was approved by citizens in 2012. Since that time, the City has successfully negotiated five municipal aggregation agreements. The most recent agreement is scheduled to expire with the July 2024 meter read. The existing agreement scheduled to expire calls for citizens to receive the supply of 100% renewable energy at \$0.05499/kWh.

The City Manager stated that all communities are dealing with inflation, which has hit utilities, similar to everything else, and we've been very fortunate that we've been locked in. But, the City is now at the point that the contract expires, and we will be subject to where the market is currently. And unfortunately, the anticipated rate currently at 5.4 cents is going to increase nearly 60% to roughly 8.6 cents per kilowatt, which is in line with the current Ameren rate. The green energy rate is a bit higher at nine cents per kilowatt, which are more in line with Ameren rates. Currently, if people chose not to be in the aggregation program, that is roughly where they would be, which is where the market is. He noted that a year ago, the Ameren base rate was over 12 cents.

City Manager Hanson stated that staff is recommending approval of the 12-month term option with Constellation. If the agreement were to expire, you must provide 60 days notice as part of the state statute. If we don't ultimately approve a term, there would be a gap for everyone on the aggregation program, who will then go off the program and back to the base rate, then come back to the aggregation program somewhere later this fall. At that time, the rate may or may not be better, and it's likely to only be marginally better based on the current rate trends.

He believes that this will allow the City to lock in a market driven rate for 12 months given there's a lot of volatility in the market. Individual residents, if they can find a better rate outside the aggregation program, certainly are welcome to do so as long as they understand that once they leave, they must stay out of the program for 12 months. This is a risk if ultimately they're on a variable rate and it goes up. He noted that he is a strong supporter of the aggregation program, but we are negotiating at a very challenging time and staff have worked diligently with our broker to get the best rate possible, including negotiating as recently as today. He reiterated that the City is recommending approval of the 12-month agreement with Constellation with the intent that the City will go back out next spring and hopefully have better market conditions that ultimately will result in better savings for our residents.

Mayor Schwartzman stated that over the course of the City's three-year program, there has been a total savings of \$8.5 million to the citizens and that the aggregation program has been very favorable, but unfortunately we are in a volatile situation. The City Manager also noted that regardless of which company Council approves, the City is simply the vehicle that locks in the rate and does not receive any fee or payment as part of the program.

It was also clarified that we are an opt-out community, meaning citizens are automatically in the aggregation program unless they opt out. Administration is currently working on additional information for the City's website, as well as fliers that will be available at public places in the community regarding the program and citizens' options.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

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

TOWN BUSINESS**24-9008**

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

Fund Title	Amount
Town Fund	\$1,553.31
General Assistance Fund	\$12,446.60
IMRF Fund	\$6,037.00
Social Security/Medicare Fund	
Liability Fund	\$3,360.10
Audit Fund	
Total	\$23,397.01

Roll Call #15:

Ayes: Trustees Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Trustee Acerra, 1.

Chairman declared the motion carried.

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

CLOSING COMMENTS

Council Member Davis reiterated what she stated earlier regarding peddlers and hawkers and who citizens give information to at their door. If anyone is questioning whether someone is legitimate, they should contact the City for information to find out who is registered to be going door to door making sales and peddling items or services. She noted that it is the season now with the good weather for people to be walking door to door and reminded people to stay alert and be cautious and make sure that you're not handing over information since identity theft is more rampant now than ever. She encouraged everyone to stay safe and enjoy the weather.

Council Member Cheesman stated that it doesn't seem like it, but this it has been a year for Mr. Miller, Mrs. Acerra and he for serving on the City Council, which he noted went by fast. He

added that from the very beginning and to this stage, he has always viewed this as an honor and a privilege and a really important responsibility. He treats it as such, whether it's helping individuals, groups, resolving issues, or getting the services and assisting with the kinds of things he can from his position as a Council Member. He believes the Council has accomplished a lot and is really moving in a good direction. He stated that he is eager to help the City move forward even further, and without a question will continue to always reiterate that. He plans to listen to everyone, seek out input from folks, and always look to see how we can work together in a positive way to get the very best for our citizens and for all of our people.

Council Member Hix wished Council Member Acerra a speedy recovery since she is feeling a bit under the weather. He also added that it's wonderful to see some of the positive things in our community are being reflected by our mail carriers and the good work that they're doing to help collect food is wonderful. He is pleased for the Isaacson family and what a wonderful honor for their husband, father, and grandfather. He noted that this is just some good things going on in the community and he just wanted to thank everybody who came out to honor both the mail carriers and the Isaacson family.

Council Member Dennis stated that he always remembered Coach Isaacson as being a true gentleman and it was great to see him honored tonight. He also noted that similar to what Council Member Davis said about peddlers coming to the door, he had someone at their door asking for a copy of their Ameren bill. He and his wife did not give the man a copy and encouraged citizens to be on guard and to do the same.

Council Member Miller stated that after about three weeks, his farming crew got the last seed in the ground tonight at four o'clock. He also noted that there was a pretty good-sized fire in his neighborhood and he wanted to thank the Fire Department since it could have been a lot worse. He is also looking forward to seeing some dramatic changes in Galesburg that will be positive for the citizens and that he has had people in his ward reach out to him on different items and he appreciates this wonderful first year on the City Council.

Council Member White noted that the firefighters have been busy and thanked them for the great job they do. He also thanked Mr. Don Miles for the work being done at the Dale Kelly Tot Lot and Lancaster Park. He stated that these parks are in his ward and that they are doing a great job and is pleased to see things moving forward and is looking forward to using the parks soon. Council Member White stated that while he is not a golfer, there is a gentleman named Tyson LaNore from Galesburg who is a fantastic golfer playing Oakwood Country Club, the John Deere Classic, and others. He has played against some great golfers and he wanted to make sure he announced his name and that he's doing a great job representing our City.

Mayor Schwartzman thanked the Benedict Foundation for their efforts in moving forward with the old Churchill property and the community's efforts to save the green space for future enjoyment for residents. He also stated that he made a video last week that got a lot of hits since it contained so many great things happening in Galesburg, such as the library opening, the City's award of \$650,000 to help with owner-occupied home improvements, the new floor at Skate Palace, and the list goes on. He added that he enjoys making the videos and hopes to

continue doing so. He reiterated that the mail carriers will be collecting food on Saturday and urged citizens to put food out in front of their mailboxes so we can continue to make Galesburg proud and help people locally with food challenges they may have. And as was mentioned, he noted that this is the first meeting of May where there is usually a new council, although this year there was no election so we have the same Council. He has served this community now for fourteen years and it has been a tremendous honor to be a member of this Council and be an elected official in this incredible city. As he has mentioned before, he has been walking and meeting people, who have been fantastic and very inspiring. He mentioned that many are very thankful for a lot of things such as the Police and Fire departments, Public Works Department, and for all that they are doing to make this community safe and prosperous for everyone. He thanked everyone for the opportunity to serve another year.

There being no further business, Council Member Dennis moved, seconded by Council Member Miller, to adjourn the regular meeting at 7:19 p.m.

Roll Call #16:

Ayes: Council Members Hix, Dennis, Miller, White, Davis, and Cheesman, 6.

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: Bid recommendation, annual supply of Hot Mix Asphalt 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 Hot Mix Asphalt for 2024 to Tickle Asphalt Company.

BACKGROUND: The City previously advertised for bids for fill materials for the 2024 calendar year at the end of 2023. Only one bid was received for Hot Mix Asphalt material purchased through Motor Fuel Tax funds. In the past, the City Street Division has had to use multiple vendors to purchase Hot Mix Asphalt. Some vendors do not produce asphalt continuously throughout the year or are producing a type of asphalt that does not meet the City's requirements. In those instances, the City Street Division purchases asphalt from the next lowest priced vendor. The Hot Mix Asphalt bid was re-advertised to vendors to attempt obtain additional bids for the material so that it will be more readily available for purchase throughout the year.

The bid was advertised in the Register Mail and on the City's website as well as sent to vendors that sell Hot Mix Asphalt. Three (3) bids were received with the low bid being Tickle Asphalt Company of Milan, IL. The intent is to use the vendor that provided the lowest on the road cost for the City. However, if the lowest on the road cost vendor does not have the material available, the City will utilize the next lowest price vendor.

BUDGET IMPACT: Sufficient funds are budgeted in the Motor Fuel Tax Fund (Fund 11) for this purchase.

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 Asphalt

Project: 24-01003-62-GM

Bid Date: 5/8/2024

Attended by: Miller/Gavin

BIDDER NAME:	Tickle Asphalt Co. Ltd		Tazewell County Asphalt		River City Supply	
BIDDER ADDRESS:	700 4th St. W		23497 Ridge Rd		816 N. Henderson St.	
CITY/STATE/ZIP:	Milan, IL 61264		East Peoria, IL 61611		Galesburg, IL 61401	
	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	\$75.00	\$63,000.00	\$92.00	\$77,280.00	\$95.00	\$79,800.00

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

CITY OF GALESBURG

Material Quotes for 2024

Bit. Hot Mix Asphalt

Project: 24-01003-62-GM

Bid Date: 5/8/24

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

	<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
MAY 20, 2024**

AGENDA ITEM: December 31, 2023 Investment Schedule.

SUMMARY RECOMMENDATION: Receive item only

BACKGROUND: In order to update City Council on investments held by the City, a report is submitted quarterly by the Interim Director of Finance & Information Systems. The December 31, 2023 Investment Schedule reports a grand total of investments in the amount of \$67,874,690. The national 3-month T-Bill rate on December 31, 2023, was at 5.20 percent while, at the same timeframe, the City investments earned an average rate of 4.873 percent.

BUDGET IMPACT: The quarterly investment schedule provides cash and investment details held by each of the City's funds as of December 31, 2023.

SUPPORTING DOCUMENTATION:

1. December 31, 2023 Investment Schedule

**CITY OF GALESBURG
INVESTMENT SCHEDULE
12/31/23**

TABLE 1 - WEIGHTED AVERAGE INVESTMENT					NATIONAL RATES
	GRAND TOTAL	% OF TOTAL	RATE	LENGTH	
CASH IN BANK	\$2,082,143.97	3.205%	5.307%	1	Fed Funds 5.33
IL FUNDS	19,352,664.16	29.789%	5.462%	1	
Illinois Trust	4,434,019.33	6.825%	5.440%	1	T-Bills 3 mos. 5.20%
F&M BANK SAVINGS	7,668,504.77	11.804%	5.325%	1	
CERTIFICATE OF DEPOSIT (CD)	28,428,187.45	43.759%	5.036%	391	T-Bills 6 mos. 5.05%
U.S. TREASURIES	2,999,601.27	4.617%	5.265%	307	
TOTAL	\$64,965,120.95	100.000%	4.873%	186	
RESTRICTED TRUSTS	\$2,909,569.17				
GRAND TOTAL	\$67,874,690.12				

TABLE 2 - INVESTMENT LENGTH SUMMARY						
	TOTAL	1 DAY	180 DAYS	365 DAYS	730 DAYS	731+ DAYS
CASH IN BANK	\$2,082,143.97	\$2,082,143.97	\$0.00	\$0.00	\$0.00	\$0.00
IL FUNDS	19,352,664.16	19,352,664.16	0.00	0.00	0.00	0.00
Illinois Trust	4,434,019.33	4,434,019.33	0.00	0.00	0.00	0.00
F&M BANK SAVINGS	7,668,504.77	7,668,504.77	0.00	0.00	0.00	0.00
CERTIFICATE OF DEPOSIT (CD)	28,428,187.45	0.00	15,983,000.00	10,245,000.00	0.00	0.00
U.S. TREASURY	2,999,601.27	0.00	2,028,478.35	971,122.92	0.00	0.00
TOTAL	\$64,965,120.95	\$33,537,332.23	\$18,011,478.35	\$11,216,122.92	\$0.00	\$0.00
RESTRICTED TRUSTS	\$2,909,569.17					
Grand Total	\$67,874,690.12					



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

TO: City Council
FROM: Mayor Peter Schwartzman
DATE: May 20, 2024
SUBJECT: Commission Appointments

COMMISSION

TERM EXPIRES

Community Relations Commission

Osee Ngunda

February 2026

Golf Commission

David Selkirk

June 2027

Library Board

Sarah Brakenbury

June 2027

Heather Hellenga

June 2027

Laurie Muelder

June 2027

Public Transportation Advisory Commission

Stephanie Grimes

June 2027

Rose Morris

June 2025

Shannon McVey

June 2027

Linda Miller

June 2026

Annette McAllister

June 2027

Genny Gibson

June 2027



Kelli Bennewitz <kbennewi@ci.galesburg.il.us>

City Boards and Commissions

1 message

noreply@revize.com <noreply@revize.com>

Sun, Apr 28, 2024 at 4:54 PM

Reply-To: ngundaoseecharlie@yahoo.fr

To: kbennewi@ci.galesburg.il.us

Cc: ewelch@ci.galesburg.il.us

Date = 2024-04-28

First-Name = Osee

Middle = C

Last-Name = Ngunda

Address = [REDACTED]

City-State-Zip-Code = Galesburg

Phone-1 = [REDACTED]

Phone-2 =

Email = [REDACTED]r

Board-Commission[] = Community Relations Commission

Reasons-for-interest = The main reason is to help the City of Galesburg to bring people together.

Years-as-Resident = 12

Employer-Name = Smithfield Farmland Food

Employer-Address = 1220 N 6th St, Monmouth, IL 61462 ·

How-Long-Employed = 12

Education = Associate degree in Art, Accounting, Business Administration, Science, and Certificate in Entrepreneurship and Small Business management.

Hobbies = Soccer, Tennis, spend time with family.

Interests = Landmark Commission, or Overall Code Review Commission

Additional-Information =

Qualifications = Community Relations Commission

Ethnic-Origin[] = White, not of Hispanic origin

Gender[] = Male

Birthdate = [REDACTED]

preferred_contact = email

Client IP = 98.212.33.125

Accounts Payable

Transactions by Account

User: shelms
 Printed: 05/15/2024 - 9:24AM
 Batch: 00020.05.2024



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Howe Overhead Doors, Inc.	Credit Inv# 85581	05/14/2024	-285.00	
001-0000-10407-00	Howe Overhead Doors, Inc.	Annual Maint - Street	05/14/2024	285.00	
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	04/30/2024	15.00	
001-0000-10407-00	Timanda Landscaping & Garden Cer	Snowdance Lilac	05/14/2024	599.85	
001-0000-10407-00	Stratus Networks, Inc	05/24 Service Acct# 7483	05/14/2024	495.16	
001-0000-10701-00	iTouch Biometrics, LLC	01/25 - 07/25 - Yearly Software Maintenance	05/14/2024	1,446.67	
001-0000-10701-00	National Animal Care and Control A	01/25 - 07/25 - NACA Membership -JFox, Tony Olingney-Estill	05/14/2024	29.17	
001-0000-10801-00	Advance Auto Parts	Oil Filters	04/30/2024	66.16	
001-0000-10801-00	Advance Auto Parts	Bulbs	05/14/2024	13.90	
001-0000-10801-00	Interstate Battery Systems of Central	Batteries	04/30/2024	279.90	
001-0000-10801-00	Valley Distribution Corp.	Def Fluid	05/14/2024	185.50	
001-0000-10801-00	Valley Distribution Corp.	Engine Oil	05/14/2024	795.95	
001-0000-10801-00	Valley Distribution Corp.	Gear Lube	04/30/2024	390.21	
001-0000-10801-00	Valley Distribution Corp.	Engine Oil	05/14/2024	876.70	
001-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	8,440.36	
001-0000-20102-00	Stratus Networks, Inc	05/24 Service Acct# 7382	05/14/2024	1,330.53	
Subtotal for Divison: 0000				14,965.06	
001-0105-51000-00	Baker Tilly US, LLP	FY23 Audit Services	05/14/2024	26,800.00	0000092722
001-0105-54000-00	Dwight White	Cell Phone Allowance	04/30/2024	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	04/30/2024	30.00	
001-0105-54000-00	Heather Acerra	Cell Phone Allowance	04/30/2024	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	04/30/2024	30.00	
Subtotal for Divison: 0105				26,920.00	
001-0110-54000-00	Eric Hanson	Cell Phone Allowance	04/30/2024	30.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	04/30/2024	30.00	
001-0110-54000-00	Kristin Robinson	Cell Phone Allowance	04/30/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0110				90.00	
001-0115-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	50.50	
001-0115-51000-00	Knox County Records Office	04/24 Laredo Billing	05/14/2024	23.50	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	04/30/2024	30.00	
001-0115-55000-00	Altrusa of Galesburg	Annual Dues - Altrusa Club of Galesburg	05/14/2024	95.00	
Subtotal for Divison: 0115				199.00	
001-0120-54000-00	Janet Lytle	Cell Phone Allowance	04/30/2024	30.00	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	04/30/2024	30.00	
001-0120-56506-00	Flexible Benefit Service LLC	04/24 Service	05/14/2024	89.25	
001-0120-58500-00	Patio Snack Shop	Trivia Night	05/14/2024	150.00	
Subtotal for Divison: 0120				299.25	
001-0145-51010-00	James M Kelly, Attorney	03/24 Legal Services	05/14/2024	9,587.81	
001-0145-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	280.50	
001-0145-51010-00	James M Kelly, Attorney	01/24 Legal Services	05/14/2024	1,270.50	
001-0145-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	9,585.42	
001-0145-51010-00	James M Kelly, Attorney	01/24 Legal Services	05/14/2024	152.30	
001-0145-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	214.50	
001-0145-51010-00	James M Kelly, Attorney	01/24 Legal Services	05/14/2024	97.57	
001-0145-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	165.00	
001-0145-51010-00	James M Kelly, Attorney	01/24 Legal Services	05/14/2024	1,666.50	
001-0145-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	100.20	
Subtotal for Divison: 0145				23,120.30	
001-0160-59516-00	Jeffrey R Cervantez	04/24 AV Services	05/14/2024	120.00	
001-0160-59521-00	Knox County Humane Society	06/24 - Animal Control Contract as per existing agreement	05/14/2024	19,510.00	0000092656
Subtotal for Divison: 0160				19,630.00	
001-0205-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	86.87	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	04/30/2024	30.00	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	04/30/2024	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	04/30/2024	30.00	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	04/30/2024	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	04/30/2024	30.00	
Subtotal for Divison: 0205				236.87	

Account Number	Vendor	Description	Date	Amount	PO No
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	04/30/2024	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	04/30/2024	30.00	
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	04/30/2024	30.00	
Subtotal for Divison: 0207				90.00	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	04/30/2024	30.00	
Subtotal for Divison: 0305				30.00	
001-0306-51000-00	Knox County Records Office	04/24 Laredo Billing	05/14/2024	23.50	
001-0306-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	5.75	
001-0306-54000-00	Daniel Koerner	Cell Phone Allowance	04/30/2024	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	04/30/2024	30.00	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	04/30/2024	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	04/30/2024	30.00	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	04/30/2024	30.00	
001-0306-54500-00	IAEI-CILD	Common Code Calculations Pt1 & Pt2 - RElsbury	05/14/2024	25.00	
001-0306-54500-00	ILLOWA	Lunches ILLOWA Trainings 3/28 & 4/25 5 Inspectors	05/14/2024	125.00	
001-0306-55000-00	IPOC	IPOC Membership- EHeiden, SGugliotta,RElsbury, RSlagel, RSpeid	05/14/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 212 Cottage	05/14/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 450 Maple	05/14/2024	160.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 1000 Lancaster	05/14/2024	321.20	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 927 E Brooks	05/14/2024	150.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services - 1000 Lancaster St	05/14/2024	404.15	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 835 S Chambers	05/14/2024	70.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services - 794 E Berrien St	05/14/2024	873.22	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services - 367 Lincoln St	05/14/2024	934.60	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 794 Berrien	05/14/2024	1,221.20	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services 1150 W Carl Sandburg	05/14/2024	462.53	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 1136 Grand Ave	05/14/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 1406 Garden Ln	05/14/2024	100.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 578 Holton	05/14/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 835 S Chambers	05/14/2024	345.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 868 S Pearl	05/14/2024	70.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services - 844 Arnold	05/14/2024	189.78	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP Services - 618 Michigan Ave	05/14/2024	189.78	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debirs/Trash - 238 S Seminary	05/14/2024	70.00	
001-0306-55800-00	City Blue Technologies, Llc	01/24 Service Contract	05/14/2024	131.25	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0306				6,221.96	
001-0410-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	5.75	
001-0410-51000-00	Knox County Records Office	04/24 Laredo Billing	05/14/2024	23.50	
001-0410-54000-00	Jamie West	Cell Phone Allowance	04/30/2024	30.00	
001-0410-54000-00	Michael Doi	Cell Phone Allowance	04/30/2024	30.00	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	04/30/2024	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	04/30/2024	30.00	
001-0410-55800-00	City Blue Technologies, Llc	01/24 Service Contract	05/14/2024	131.25	
Subtotal for Divison: 0410				280.50	
001-0445-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	13.01	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	04/30/2024	30.00	
001-0445-55500-00	Valley Distribution Corp.	Core Charge	05/14/2024	80.00	
001-0445-55500-00	Supreme Radio Communications, In	Installation of Antennas #164	05/14/2024	151.93	
001-0445-55700-00	Royal Cleaning Services	05/24 - Janitorial Services	05/14/2024	292.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	04/24 Service	05/14/2024	85.68	
001-0445-57500-00	Vestis	04/24 Service	05/14/2024	85.68	
001-0445-62500-00	Ford of Galesburg	Cap #152	05/14/2024	63.03	
001-0445-62500-00	Advance Auto Parts	Filter KIt #152	05/14/2024	84.40	
001-0445-62500-00	Advance Auto Parts	Filter Kit #159	05/14/2024	9.36	
001-0445-62500-00	Advance Auto Parts	Fuel Filter #159	05/14/2024	2.27	
001-0445-62500-00	Advance Auto Parts	Filter Kit #175	05/14/2024	41.89	
001-0445-62500-00	Advance Auto Parts	Wiper Blade #181	05/14/2024	30.80	
001-0445-62500-00	Advance Auto Parts	Brake Rotor #181	05/14/2024	116.98	
001-0445-63000-00	Airgas Mid America Inc	Propane	05/14/2024	76.92	
001-0445-63000-00	Airgas Mid America Inc	Oxygen	05/14/2024	107.37	
001-0445-63000-00	Advance Auto Parts	Fuse	05/14/2024	7.01	
001-0445-63000-00	Advance Auto Parts	Fuse Holder	05/14/2024	5.82	
001-0445-63000-00	Napa Auto Parts	Fuel Filters	05/14/2024	140.18	
001-0445-63000-00	Napa Auto Parts	Return Fuel Filter	05/14/2024	-70.09	
Subtotal for Divison: 0445				1,354.24	
001-0450-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	130.10	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	04/30/2024	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	04/30/2024	30.00	
001-0450-54000-00	Marc McMahon	Cell Phone Allowance	04/30/2024	30.00	
001-0450-55700-00	Howe Overhead Doors, Inc.	Credit Inv# 85581	05/14/2024	-50.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-55700-00	Howe Overhead Doors, Inc.	Serviced Door & Operator	05/14/2024	137.50	
001-0450-55700-00	Galesburg Electric, Inc.	Fish Tape Repair, Fish Tape	05/14/2024	31.54	
001-0450-62500-00	Supreme Radio Communications, Inc.	Antenna #108	05/14/2024	10.39	
001-0450-62500-00	Supreme Radio Communications, Inc.	Antenna #107	05/14/2024	10.39	
001-0450-62500-00	Napa Auto Parts	Bracket #116	05/14/2024	6.49	
001-0450-62500-00	Nichols Diesel Service, Inc.	Harnesses #114	05/14/2024	168.30	
001-0450-62500-00	Advance Auto Parts	Battery #304	05/14/2024	147.39	
001-0450-62500-00	Advance Auto Parts	Oil Filter #304	05/14/2024	2.62	
001-0450-62500-00	Advance Auto Parts	Oil Filter #115	05/14/2024	41.29	
001-0450-62500-00	Advance Auto Parts	Oil Filter #109	05/14/2024	41.29	
001-0450-62500-00	Advance Auto Parts	Oil Filter #108	05/14/2024	37.44	
001-0450-62500-00	Ford of Galesburg	Bracket #116	05/14/2024	23.12	
001-0450-62500-00	Blunier Implement, Inc.	Snow Plows Cutting Edges	05/14/2024	3,800.10	
001-0450-62500-00	Koenig Body & Equipment, Inc.	Cutting Edges	05/14/2024	4,800.00	
001-0450-65500-00	Galesburg Electric, Inc.	Transformer, Connecters Filler Plates	05/14/2024	352.31	
Subtotal for Divison: 0450				9,780.27	
001-0505-51000-00	Stanard & Associates, Inc.	Captain Assessment Center -travel expenses	05/14/2024	448.12	0000092604
001-0505-51000-00	Stanard & Associates, Inc.	Captain Assessment Center	05/14/2024	10,771.44	0000092604
001-0505-67000-00	IL Association of Chiefs of Police	Post Exams, Manuals, Study Guides	05/14/2024	589.00	
Subtotal for Divison: 0505				11,808.56	
001-0510-51000-00	Bridgeway Training Services	04/24 Secure Document Destruction - 171 lbs	05/14/2024	51.30	
001-0510-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	6.50	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Magdalene Semington	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Christopher Hootman	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	04/30/2024	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	04/30/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54500-00	University of Illinois	Basic Law Enforcement - Taser 24-11 - SHayes, KMansir	05/14/2024	420.00	
001-0510-54500-00	University of Illinois	Basic Law Enforcement - BLE - Patrol Rifle - SHayes, KMansir	05/14/2024	928.00	
001-0510-54500-00	University of Illinois	Police training institute fees for Krista Mansir and Sean Hayes	05/14/2024	14,868.00	0000092735
001-0510-54500-00	Gabriel Trulson	Meals - Street Crime Investigations - EMoline II - GTrulson	05/14/2024	21.00	
001-0510-54500-00	Andrew Swanson	Meals- Lead Homicide Training - EMoline II - ASwanson	05/14/2024	35.00	
001-0510-54500-00	Caitlin Pullen	Meals - Elderly Service Training - Peoria II - CPullen	05/14/2024	21.00	
001-0510-54500-00	Jacob Taylor	Meals - Street Crime Investigations - EMoline II - JTaylor	05/14/2024	21.00	
001-0510-54500-00	Nathan Lewis	Meals - Tactical Field Interview - Normal II - NLewis	05/14/2024	14.00	
001-0510-54500-00	Michael Ingles	Meals - Lead Homicide Training - MIngles	05/14/2024	35.00	
001-0510-54500-00	Alyssa Harpin	Meals - Elderly Service Training - E Peoria IL - AHarpin	05/14/2024	21.00	
001-0510-54500-00	Allison Buccalo	Meals - Lead Homicide Training - E Moline IL - ABuccalo	05/14/2024	35.00	
001-0510-55000-00	National Animal Care and Control A	07/24 - 12/24 - NACA Membership -JFox, Tony Olingney-Estill	05/14/2024	20.83	
001-0510-55500-00	Supreme Radio Communications, In	Program Radios	05/14/2024	45.00	
001-0510-55500-00	Supreme Radio Communications, In	Installation of Radar	05/14/2024	150.00	
001-0510-57500-00	JSLK Management Iowa LLC	2024 Police Uniform Cleaning as per agreement. - Anderson	05/14/2024	10.25	0000092638
001-0510-61000-00	Stamp Man Specialties	Notary Stamp, Signature Stamp RIdle, CHootman	05/14/2024	86.50	
001-0510-62500-00	Ford of Galesburg	Splash Shield #26	05/14/2024	155.23	
001-0510-62500-00	Ford of Galesburg	Deflector #25	05/14/2024	155.23	
001-0510-66500-00	Super Smart Shoppers	Drug Test Kits	05/14/2024	86.00	
001-0510-66500-00	Allegra Print & Imaging	School Map Cards	05/14/2024	219.75	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants - CHootman	05/14/2024	87.68	
001-0510-69000-00	Developmental Services Center	Range Targets	05/14/2024	238.54	
Subtotal for Divison: 0510				18,121.81	
001-0525-54700-00	Grant Morris	04/24 - Mileage Reimbursement Crossing Guard Supervisor- GMorri	05/14/2024	83.19	
Subtotal for Divison: 0525				83.19	
001-0550-51000-00	Select Advantage	04/24 Dispatcher Assesment Services	05/14/2024	75.00	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	04/30/2024	30.00	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	04/30/2024	15.00	
001-0550-54000-00	Joshua Simons	Cell Phone Allowance	04/30/2024	30.00	
001-0550-55800-00	iTouch Biometrics, LLC	07/24 - 12/24 - Yearly Software Maintenance	05/14/2024	1,033.33	
Subtotal for Divison: 0550				1,183.33	
001-0605-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	104.08	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	04/30/2024	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	04/30/2024	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	04/30/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	04/30/2024	30.00	
001-0605-54000-00	David Farrell	Cell Phone Allowance	04/30/2024	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	04/30/2024	30.00	
001-0605-55700-00	Maska Heating and Cooling, LLC	Replaced Safety Disconnect	05/14/2024	265.00	
001-0605-55700-00	F E Moran Inc Fire Protection	Annual Sprinkler Inspection	05/14/2024	685.00	
001-0605-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	55.00	
001-0605-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	55.00	
001-0605-62500-00	Napa Auto Parts	Oil Dye #53	05/14/2024	8.49	
001-0605-62500-00	Nichols Diesel Service, Inc	Crank CaseFilter #53	05/14/2024	148.55	
001-0605-62500-00	Nichols Diesel Service, Inc	Crank Case Filter #54	05/14/2024	148.55	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Repair 12v-Motor	05/14/2024	378.00	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Valve - Water Flow	05/14/2024	212.58	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Adapter, Cap	05/14/2024	231.00	
001-0605-62500-00	Advance Auto Parts	Oil Dye #53	05/14/2024	10.19	
001-0605-65500-00	Supreme Radio Communications, In	Radio, Filter, Cable Kit, Antenna, Connector, Cable, Installatio	05/14/2024	3,835.93	
001-0605-65500-00	Supreme Radio Communications, In	Batteries, Housing Kit	05/14/2024	20.60	
001-0605-66000-00	Howe Overhead Doors, Inc.	Installed - Operator, Rail Antenna Extensions, Remotes	05/14/2024	1,700.00	
001-0605-66500-00	Municipal Emergency Services, Inc	5" yell Nitrex x 100' storz	05/14/2024	4,230.00	0000092730
001-0605-66500-00	Supreme Radio Communications, In	Radios	05/14/2024	2,202.14	
001-0605-66500-00	Municipal Emergency Services, Inc	1.75" DJ Red Rubber liner	05/14/2024	1,424.00	0000092730
001-0605-66500-00	Municipal Emergency Services, Inc	1.75" DJ Yellow Rubber liner	05/14/2024	1,068.00	0000092730
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Hat - JSaathoff	05/14/2024	57.95	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Hat - THanson	05/14/2024	57.95	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Hat - KHomberg	05/14/2024	57.95	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Hat - TBrackett	05/14/2024	57.95	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Hat - KBumphrey	05/14/2024	68.86	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shorts - MCarlson	05/14/2024	59.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Hat, Pants- MCarlson	05/14/2024	244.79	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - BCaruana	05/14/2024	79.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - KBumphrey	05/14/2024	79.98	
Subtotal for Divison: 0605				17,727.51	
Subtotal for Fund 001				152,141.85	
011-0000-66000-00	Galesburg Builders Supply, Inc	2024 Supply of Concrete	05/14/2024	403.13	0000092619
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	05/14/2024	1,246.50	0000092616
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	05/14/2024	831.00	0000092616

Account Number	Vendor	Description	Date	Amount	PO No
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Flowable Mix 2	05/14/2024	411.25	0000092612
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Flowable Mix 2	05/14/2024	287.88	0000092612
Subtotal for Divison: 0000				3,179.76	
Subtotal for Fund 011				3,179.76	
013-0000-55500-00	Springfield Mass Transit District	Engine repair to vehicle 488	04/30/2024	8,617.80	0000092729
013-0000-76000-00	Hutchison Engineering, Inc	ITEP Lake Storey Path Phase II Engineering	05/14/2024	19,374.47	0000092542
013-0000-76000-00	Farnsworth Group, Inc.	Construction Admin Services - HT Custer Park Renovations	05/14/2024	2,502.50	0000092502
Subtotal for Divison: 0000				30,494.77	
Subtotal for Fund 013				30,494.77	
014-0000-64500-00	Sherwin Williams Co.	Credit Inv#0970-5	05/14/2024	-229.18	0000092622
014-0000-64500-00	Sherwin Williams Co.	Hose, Filter, Gun Repair Kit, Spring, Strainers	05/14/2024	453.74	
014-0000-66000-00	Tickle Asphalt Co., Ltd.	2024 Supply of High Performance Patch Mix	05/14/2024	1,053.75	
014-0000-66500-00	Galesburg Electric, Inc.	Screwdriver Set	05/14/2024	52.48	
Subtotal for Divison: 0000				1,330.79	
Subtotal for Fund 014				1,330.79	
015-0000-69000-00	Galesburg Welding, Inc	Built Rifle Racks	05/14/2024	1,264.80	
Subtotal for Divison: 0000				1,264.80	
Subtotal for Fund 015				1,264.80	
016-0000-54000-00	Michael Ingles	Cell Phone Allowance	04/30/2024	30.00	
016-0000-54000-00	Allison Buccalo	Cell Phone Allowance	04/30/2024	30.00	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	04/30/2024	30.00	
016-0000-54000-00	Andrew Swanson	Cell Phone Allowance	04/30/2024	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	04/30/2024	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	04/30/2024	30.00	
Subtotal for Divison: 0000				180.00	
Subtotal for Fund 016				180.00	
018-0000-55500-00	Nichols Diesel Service, Inc	State & Fed Test - #112	05/14/2024	58.50	
018-0000-62500-00	Valley Distribution Corp.	Hydraulic Oil #128	05/14/2024	1,380.16	

Account Number	Vendor	Description	Date	Amount	PO No
018-0000-62500-00	Nichols Diesel Service, Inc	Brake Chamber #131	05/14/2024	169.97	
018-0000-62500-00	Nichols Diesel Service, Inc	Bezel #131	05/14/2024	27.03	
Subtotal for Divison: 0000				1,635.66	
Subtotal for Fund 018				1,635.66	
019-0000-10407-00	M&M Golf Cars, LLC	Reimbursement of Sales Tax Invoice 16684	03/31/2024	-333.50	
019-0000-10701-00	Kone, Inc	01/25 - 04/25 - Elevator Maintenance	05/14/2024	262.59	
019-0000-10701-00	Kone, Inc	01/25 - 04/25 - Elevator Maintenance	05/14/2024	262.59	
019-0000-10701-00	Kone, Inc	01/25 - 04/25 - Elevator Maintenance	05/14/2024	262.59	
019-0000-10701-00	Kone, Inc	01/25 - 04/25 - Elevator Maintenance	05/14/2024	262.59	
019-0000-20102-00	Stratus Networks, Inc	05/24 Service Acct# 7382	05/14/2024	307.22	
019-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	20,865.13	
019-0000-33385-00	Ismael Makwala	Refund Minus Non-Refundable Deposit - Contract#1279	05/14/2024	1,075.00	
Subtotal for Divison: 0000				22,964.21	
019-1905-51500-00	AD Scott Company, LLC	Newspaper Ad	05/14/2024	225.00	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	04/24 Radio Ads	05/14/2024	583.00	
019-1905-51500-00	WMOI - FM	04/24 Radio Ads	05/14/2024	260.00	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	04/30/2024	30.00	
019-1905-54000-00	Hannah Johnson	Cell Phone Allowance	04/30/2024	30.00	
019-1905-59511-00	Galesburg Tourism Fund	05/24 - Marketing Payment	05/14/2024	2,500.00	
019-1905-59511-00	Galesburg Tourism Fund	04/24 Tourism Agreement	05/14/2024	15,833.33	
019-1905-59528-00	Galesburg Community Foundation	03/24 - 2% Hotel/Motel Taxes-	05/14/2024	24,839.73	
019-1905-62500-00	Burris Equipment	Front Fork #577	05/14/2024	511.64	
Subtotal for Divison: 1905				44,812.70	
019-1910-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	84.56	
019-1910-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	50.00	
019-1910-55700-00	Cummins Sale & Service	Replace Block Heater Hose	05/14/2024	542.40	
019-1910-55700-00	Kone, Inc	05/24 - 12/24 - Elevator Maintenance	05/14/2024	525.18	
019-1910-55700-00	Helm Mechanical / Helm Service	Repair of Leaking Unit	05/14/2024	3,258.70	
019-1910-55700-00	Lambasio, Inc.	Water Line Repair	05/14/2024	110.00	
Subtotal for Divison: 1910				4,570.84	
019-1911-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	195.15	
019-1911-55700-00	Kone, Inc	05/24 - 12/24 - Elevator Maintenance	05/14/2024	525.18	
019-1911-55700-00	Hein Construction Co, Inc	Sally Port East Door & Masonry	05/14/2024	3,800.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1911-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	65.00	
019-1911-57500-00	Vestis	04/24 Service	05/14/2024	26.70	
019-1911-57500-00	Vestis	05/24 Service	05/14/2024	26.70	
019-1911-57500-00	Vestis	04/24 Service	05/14/2024	26.70	
Subtotal for Divison: 1911				4,665.43	
019-1915-51000-00	Klingner & Associates, P.C. - Archi	Asbestos - 2110 Veterans Dr	05/14/2024	413.50	
019-1915-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	32.52	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	04/30/2024	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	04/30/2024	30.00	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	04/30/2024	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	04/30/2024	30.00	
019-1915-55500-00	Supreme Radio Communications, In	Installation of Antennas #515	05/14/2024	276.84	
019-1915-55500-00	Berg's Towing & Auto, Inc.	Tow/Hook Fee #522	05/14/2024	200.00	
019-1915-55700-00	Knox County Landfill	04/24 Service Acct# 122	04/30/2024	107.94	
019-1915-56000-00	Terry Allen, Inc	Peck Park - Toilet Rental - 1 Regular Unit 4/1/24-10/31/24	05/14/2024	80.00	0000092636
019-1915-57500-00	Vestis	05/24 Service	05/14/2024	74.86	
019-1915-57500-00	Vestis	04/24 Service	05/14/2024	74.86	
019-1915-62500-00	Pomp's Tire - Galesburg	Inner Tube #523	05/14/2024	13.90	
019-1915-62500-00	Pomp's Tire - Galesburg	Tires #520	05/14/2024	322.00	
019-1915-62500-00	Supreme Radio Communications, In	Antenna #506	05/14/2024	10.39	
019-1915-62500-00	Napa Auto Parts	Battery #577	05/14/2024	143.89	
019-1915-62500-00	Pomp's Tire - Galesburg	Tires #539	05/14/2024	362.00	
019-1915-62500-00	Pomp's Tire - Galesburg	Tires #519	05/14/2024	161.00	
019-1915-62500-00	Advance Auto Parts	Oil Filter #506	05/14/2024	37.44	
019-1915-62500-00	Advance Auto Parts	Hose Mender Kit #522	05/14/2024	6.56	
019-1915-62500-00	Advance Auto Parts	Filter Kit #577	05/14/2024	12.79	
019-1915-62500-00	Advance Auto Parts	Filter Kit #519	05/14/2024	9.54	
019-1915-62500-00	Martin, Inc	Gearbox #539	05/14/2024	1,203.28	
019-1915-62510-00	Herr Petroleum Corp	153.6 Gal Diesel #2 , 424.1 Gal Unleaded Ethanol	05/14/2024	1,850.32	0000092628
019-1915-62510-00	Herr Petroleum Corp	506.5 Gal Diesel #2, 260.4 Gal Unleaded Ethanol	05/14/2024	2,421.92	0000092628
019-1915-63500-00	Johnson Sod Farms, LTD	Sod	05/14/2024	422.40	
019-1915-65500-00	Sherwin Williams Co.	Filter Assembly Kit, Pump Kit, RepairKit, Gun Filter	05/14/2024	1,212.99	
019-1915-66000-00	Beacon Athletics LLC	Plugs, Plasticaps, Anchor	05/14/2024	895.00	
019-1915-66000-00	Beacon Athletics LLC	Plasticcaps	05/14/2024	1,685.00	
019-1915-66000-00	Galesburg Electric, Inc.	Lights	05/14/2024	180.00	
019-1915-66000-00	Galesburg Electric, Inc.	Time Switch, Light Bulbs	05/14/2024	117.57	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-66000-00	Galesburg Electric, Inc.	Lights, Box Kit	05/14/2024	609.29	
019-1915-66000-00	Galesburg Electric, Inc.	GFCI Boxes, Covers, Lights, Recycle Lights	05/14/2024	279.15	
019-1915-66000-00	Galesburg Electric, Inc.	Lights, GFCI Outlets	05/14/2024	84.68	
Subtotal for Divison: 1915				13,421.63	
019-1920-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	39.03	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	04/30/2024	30.00	
019-1920-55700-00	LTL Partners, Inc	Aerifying	05/14/2024	2,325.00	
019-1920-57500-00	Vestis	04/24 Service	05/14/2024	39.75	
019-1920-57500-00	Vestis	05/24 Service	05/14/2024	58.23	
019-1920-62500-00	Advance Auto Parts	Return Oil Filter #552	05/14/2024	-2.62	
019-1920-62510-00	Herr Petroleum Corp	277.3 Gal Diesel #2, 335.8 Gal Unleaded Ethanol	05/14/2024	1,894.18	0000092629
019-1920-64000-00	All Star Pro Golf	Golf Tees	05/14/2024	261.33	
019-1920-64000-00	Wilson Sporting Goods	Range Golf Balls	05/14/2024	3,402.00	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	05/14/2024	854.68	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	04/30/2024	596.54	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	05/14/2024	52.25	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	04/30/2024	365.35	
019-1920-64125-00	Atlantic Coca-Cola	Annual 2023 Rebate - Bunker Links Golf	04/30/2024	-1,518.00	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	05/14/2024	42.90	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	05/14/2024	85.80	
019-1920-65500-00	MTI Distributing, Inc	Motor Adapter	05/14/2024	128.12	
019-1920-66000-00	MTI Distributing, Inc	Sprinklers	05/14/2024	1,381.39	
019-1920-66000-00	MTI Distributing, Inc	Sprinklers	05/14/2024	1,359.15	
019-1920-66000-00	MTI Distributing, Inc	Return of Sprinklers	05/14/2024	-1,359.15	
019-1920-88300-00	M&M Golf Cars, LLC	2024 Lease of 48 Golf Carts and 1 Utility Vehicle as per agreeme	05/14/2024	5,335.98	0000092734
Subtotal for Divison: 1920				15,371.91	
019-1925-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	39.03	
019-1925-56000-00	Terry Allen, Inc	Campground - Toilet Rental - 4 Regular Units 4/11/24 - 10/14/24.	05/14/2024	160.00	0000092636
019-1925-66000-00	Galesburg Electric, Inc.	Misc Electric Supplies	05/14/2024	1,491.76	
Subtotal for Divison: 1925				1,690.79	
019-1935-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	13.01	
019-1935-55700-00	Kone, Inc	05/24 - 12/24 - Elevator Maintenance	05/14/2024	525.18	
019-1935-55700-00	Kone, Inc	Inspection Dumbwaiter	05/14/2024	540.00	
019-1935-57500-00	Vestis	05/24 Service	05/14/2024	454.48	
019-1935-57500-00	Vestis	04/24 Service	05/14/2024	454.48	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1935				1,987.15	
019-1940-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	05/14/2024	1,143.60	
019-1940-64125-00	Atlantic Coca-Cola	Annual 2023 Rebate - Lake Storey Ball Fields	04/30/2024	-92.00	
019-1940-64125-00	Atlantic Coca-Cola	Annual 2023 Rebate - Hawthorne Gym	04/30/2024	-64.00	
019-1940-64125-00	Atlantic Coca-Cola	Misc Concessions	04/30/2024	66.28	
019-1940-64125-00	Atlantic Coca-Cola	Annual 2023 Rebate - Lake Storey Beach	04/30/2024	-126.00	
019-1940-66000-00	Galesburg Electric, Inc.	Motion Sensor, Oct Box	05/14/2024	180.28	
Subtotal for Divison: 1940				1,108.16	
019-1945-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	26.02	
019-1945-55700-00	Kone, Inc	Inspection Wheelchair Lift	05/14/2024	340.00	
019-1945-55700-00	Kone, Inc	05/24 - 12/24 - Elevator Maintenance	05/14/2024	525.18	
Subtotal for Divison: 1945				891.20	
019-1950-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	52.04	
019-1950-55700-00	IPS, Inc	Annual Waterslide Acrylic-Sealant Maintenance	05/14/2024	2,055.00	
Subtotal for Divison: 1950				2,107.04	
019-1955-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	266.71	
019-1955-55700-00	American Pest Control Inc	05/24 Pest Services	05/14/2024	40.00	
Subtotal for Divison: 1955				306.71	
019-1960-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	13.01	
019-1960-55700-00	Helm Mechanical / Helm Service	Steam Trap Repair/Replacement	05/14/2024	4,989.00	
019-1960-55700-00	American Pest Control Inc	05/24 Pest Services	05/14/2024	60.00	
019-1960-55700-00	American Pest Control Inc	05/24 Pest Services	05/14/2024	40.00	
019-1960-55700-00	Helm Mechanical / Helm Service	Steam Trap Survey	05/14/2024	1,016.00	
Subtotal for Divison: 1960				6,118.01	
019-1965-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	6.50	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	04/30/2024	30.00	
019-1965-57500-00	Vestis	04/24 Service	05/14/2024	39.44	
019-1965-57500-00	Vestis	05/24 Service	05/14/2024	39.44	
019-1965-62500-00	Midstate Manufacturing, Inc.	Hose #582	05/14/2024	42.04	
019-1965-62500-00	Advance Auto Parts	Engine Oil #585	05/14/2024	21.10	
Subtotal for Divison: 1965				178.52	
019-1975-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	6.50	

Account Number	Vendor	Description	Date	Amount	PO No
019-1975-54000-00	Cris Fones	Cell Phone Allowance	04/30/2024	30.00	
		Subtotal for Divison: 1975		36.50	
		Subtotal for Fund 019		120,230.80	
020-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	1,330.56	
		Subtotal for Divison: 0000		1,330.56	
		Subtotal for Fund 020		1,330.56	
023-0000-55420-00	Klingner & Associates, P.C. - Archit	Asbestos - 215 Academy - 58 N Pearl - 1409 E North -716 Monmout	05/14/2024	8,846.88	
023-0000-55420-00	Lockwood Excavating & Constructic	Emergency Demolition of 224 N Broad St	05/14/2024	133,518.14	0000092736
		Subtotal for Divison: 0000		142,365.02	
		Subtotal for Fund 023		142,365.02	
024-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	913.76	
024-0000-59535-00	Knox Co. Area Partnership for Econ	KCAP Semi-Annual Investment	05/14/2024	77,500.00	
		Subtotal for Divison: 0000		78,413.76	
		Subtotal for Fund 024		78,413.76	
026-0000-51000-00	Terracon	08/23 - 10/23 - Direct Project Labor	05/14/2024	330.00	
026-0000-51000-00	Terracon	10/23 - 01/24 - Direct Project Labor	05/14/2024	965.00	
		Subtotal for Divison: 0000		1,295.00	
		Subtotal for Fund 026		1,295.00	
030-0000-20102-00	Stratus Networks, Inc	05/24 Service Acct# 7382	05/14/2024	130.74	
030-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	1,271.59	
		Subtotal for Divison: 0000		1,402.33	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	04/24 Radio Ads	04/30/2024	250.00	
030-0320-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	23.42	
030-0320-54500-00	Kraig Boynton	Mileage - HSTP Meeting - PCOM's - Peoria II - KBoynton	05/14/2024	34.17	
030-0320-54500-00	Kraig Boynton	Mileage - Demo CTE Software Live @ Lots - Dixon II - KBoynton	05/14/2024	67.67	
030-0320-54500-00	Mary Foutch	Mileage - Demo CTE Software Live @ Lots - Dixon IL - MFoutch	05/14/2024	67.67	
030-0320-62500-00	Napa Auto Parts	Nuts	04/30/2024	3.81	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62510-00	Herr Petroleum Corp	297.6 Gal Unleaded Ethanol	04/30/2024	922.27	0000092627
030-0320-62510-00	Herr Petroleum Corp	251.5 Gal Unleaded Ethanol	04/30/2024	739.56	0000092627
030-0320-62510-00	Herr Petroleum Corp	281.7 Gal Unleaded Ethanol	04/30/2024	854.70	0000092627
030-0320-62510-00	Herr Petroleum Corp	314.2 Gal Unleaded Ethanol	04/30/2024	973.73	0000092627
030-0320-62510-00	Herr Petroleum Corp	419 Reg Uneleaded Ethanol	04/30/2024	1,232.40	0000092627
Subtotal for Divison: 0320				5,169.40	
030-0370-51000-00	Baker Tilly US, LLP	FY23 Audit Services	05/14/2024	2,730.00	0000092722
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	04/24 Radio Ads	04/30/2024	250.00	
030-0370-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	54.64	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	04/30/2024	30.00	
030-0370-54500-00	Kraig Boynton	Mileage - Demo CTE Software Live @ Lots - Dixon II - KBoynton	05/14/2024	67.67	
030-0370-54500-00	Kraig Boynton	Mileage - HSTP Meeting - PCOM's - Peoria II - KBoynton	05/14/2024	34.17	
030-0370-54500-00	Mary Foutch	Mileage - Demo CTE Software Live @ Lots - Dixon IL - MFoutch	05/14/2024	67.67	
030-0370-55500-00	Cozadd Diesel Service, Inc	Towed Bus from Galesburg Square to Bus Garage	04/30/2024	400.00	
030-0370-55700-00	Tri-City Electric Company of Iowa	Addition of Card Reader Doors	04/30/2024	4,526.00	
030-0370-55700-00	Tri-City Electric Company of Iowa	Prox Pass, Gate Cards	04/30/2024	610.00	
030-0370-55700-00	Howe Overhead Doors, Inc.	Serviced Door & Operator, Replaced Roll Pin & Adjusted Operator	04/30/2024	200.00	
030-0370-55700-00	Howe Overhead Doors, Inc.	Deposit - West End Door, Operator & Rail Installed	04/30/2024	1,100.00	
030-0370-55700-00	American Pest Control Inc	04/24 Pest Service	04/30/2024	65.00	
030-0370-55700-00	American Pest Control Inc	04/24 Pest Service	04/30/2024	65.00	
030-0370-57500-00	Cintas, Inc	04/24 Service	04/30/2024	155.32	
030-0370-57500-00	Cintas, Inc	04/24 Service	04/30/2024	259.34	
030-0370-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	04/30/2024	140.42	
030-0370-62500-00	Mack Sales & Service of Morton	Reman Shoe Kit	04/30/2024	150.00	
030-0370-62500-00	Gillig	Steering Column	04/30/2024	882.93	
030-0370-62500-00	Gillig	Hose Asm, Harness	04/30/2024	618.79	
030-0370-62510-00	Herr Petroleum Corp	325.5 Gal Diesel #2	04/30/2024	1,064.35	0000092627
030-0370-62510-00	Herr Petroleum Corp	766.6 Gal Diesel #2	04/30/2024	2,662.69	0000092627
Subtotal for Divison: 0370				16,133.99	
Subtotal for Fund 030				22,705.72	
049-0000-51000-00	Baker Tilly US, LLP	FY23 Audit Services	05/14/2024	375.00	0000092722
049-0000-51000-00	Klingner & Associates, P.C. - Archit	140-144 E Main St: Demolition, Survey, Architectural, Bidding, &	05/14/2024	1,496.00	0000092195
Subtotal for Divison: 0000				1,871.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 049				<u>1,871.00</u>	
052-0000-51000-00	PFM	General Obligation Bonds, Series 2023	05/14/2024	1,500.00	
Subtotal for Divison: 0000				<u>1,500.00</u>	
Subtotal for Fund 052				<u>1,500.00</u>	
054-0000-54500-00	Thomas Simkins	MIleage -Stoneleaf&Hoerr Nursery- Goodfield,Peoria II - TSimkins	05/14/2024	97.82	
054-0000-54500-00	Thomas Simkins	MIleage - Greenthumbers Nursery - Davenport IA -TSimkins	05/14/2024	79.06	
054-0000-54500-00	Thomas Simkins	MIleage - Stoneleaf Nursery - Goodfield II - TSimkins	05/14/2024	91.12	
054-0000-54500-00	Thomas Simkins	MIleage - Stoneleaf & Greenview Nurser -Goodfield-PeoriaTSimkins	05/14/2024	104.52	
054-0000-54500-00	Thomas Simkins	03/01-04/26-Mileage -Project Coordinator Activites- Galesburg-TS	05/14/2024	134.00	
054-0000-63500-00	Timanda Landscaping & Garden Cer	Misc Trees	05/14/2024	259.90	
054-0000-63500-00	Timanda Landscaping & Garden Cer	Misc Trees, Bushes	05/14/2024	1,659.55	
Subtotal for Divison: 0000				<u>2,425.97</u>	
Subtotal for Fund 054				<u>2,425.97</u>	
057-0000-20102-00	Tech Solutions	Complete data cable plant replacement of City Hall	05/14/2024	10,000.00	0000092032
057-0000-61700-00	Southern Computer Warehouse	Computer	05/14/2024	737.35	
Subtotal for Divison: 0000				<u>10,737.35</u>	
Subtotal for Fund 057				<u>10,737.35</u>	
058-0000-51000-00	Great Eastern Mgmt., Inc.	KS StateBank	05/14/2024	240.00	
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	Grab handle	05/14/2024	326.00	0000092236
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	2023 Alexis Spartan Top Control Pumper Apparatus #52	05/14/2024	353,637.00	0000092236
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	Modifcations due to radio	05/14/2024	744.00	0000092236
058-0000-71000-00	Alexis Fire Equipment Co., Inc.	C/O A - 2023 Alexis Spartan Top Control Pumper Apparatus #52	05/14/2024	7,346.00	0000092236
Subtotal for Divison: 0000				<u>362,293.00</u>	
Subtotal for Fund 058				<u>362,293.00</u>	
061-0000-10704-00	Sebis Postage	05/24 UB Bills Postage	05/14/2024	7,500.00	
061-0000-20101-00	GINGER AYERS	Refund Check 045639-001, 759 E MAIN ST 3	05/08/2024	23.42	
061-0000-20101-00	MAGGIE CORLEW	Refund Check 064067-000, 209 N SEMINARY ST	05/01/2024	37.00	
061-0000-20101-00	WILLIAM HOPPING	Refund Check 061872-000, 1684 ROBERTSON AVE	05/01/2024	270.85	
061-0000-20101-00	TAYLOR GLAS	Refund Check 067010-001, 675 N PRAIRIE ST	05/01/2024	104.18	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	EDMUND BETTS	Refund Check 067655-000, 1132 N CEDAR ST	05/01/2024	109.74	
061-0000-20101-00	ELIZABETH BIRD	Refund Check 049964-000, 1798 WILLARD ST	05/01/2024	56.76	
061-0000-20101-00	BEELINE PROPERTIES LLC	Refund Check 063110-000, 1672 N HENDERSON ST	05/08/2024	85.83	
061-0000-20101-00	DOUGLAS ANDERSON JR	Refund Check 056018-000, 713 CENTURY ESTATES	05/08/2024	52.27	
061-0000-20101-00	GROVER FUGATE	Refund Check 021821-000, 874 DAY ST	05/08/2024	49.27	
061-0000-20101-00	SAMUEL DUNHAM	Refund Check 060840-000, 1929 WASHINGTON ST	05/02/2024	59.39	
061-0000-20101-00	MATTHEW MONTGOMERY	Refund Check 062482-000, 487 W BROOKS ST	05/01/2024	73.40	
061-0000-20101-00	TIMOTHY GOODMAN	Refund Check 059893-000, 750 WARREN ST	05/06/2024	77.36	
061-0000-20101-00	LISA GOUDY	Refund Check 008561-000, 1056 E FREMONT ST	05/08/2024	37.93	
061-0000-20101-00	DOUGLAS METZ	Refund Check 052621-000, 1636 BEECHER AVE	05/01/2024	84.90	
061-0000-20101-00	MARY KARLOVICH	Refund Check 011146-000, 506 JANICE LN	05/08/2024	40.00	
061-0000-20101-00	NICHOLAS KUSHMER	Refund Check 066087-000, 1576 MCKNIGHT ST	05/08/2024	50.88	
061-0000-20101-00	JASON LANDERS	Refund Check 050557-005, 561 MONROE ST	05/08/2024	109.52	
061-0000-20101-00	CARLY WADE	Refund Check 060559-000, 120 ARNOLD ST	05/08/2024	9.89	
061-0000-20101-00	JEFFREY WARDELL	Refund Check 044271-000, 308 COUNTRY ELMS EST	05/01/2024	238.41	
061-0000-20101-00	Successor Trustee Dale W Ralston	Reissue Refund Check 005350-001, 199 POTAWATOMI RD	05/14/2024	94.87	
061-0000-20101-00	BRADEN MYLER	Refund Check 062356-001, 961 BEECHER AVE	05/01/2024	65.99	
061-0000-20101-00	MATTHEW STEWART	Refund Check 059861-000, 1110 HUBER AVE	05/01/2024	79.13	
061-0000-20101-00	ANNA NGALULA	Refund Check 067859-000, 241 MAPLE AVE LOWER	05/08/2024	71.57	
061-0000-20101-00	LESLIE OLSON JR	Refund Check 066078-000, 203 N ARTHUR AVE	05/08/2024	121.81	
061-0000-20101-00	E DAVID SUNDVALL	Refund Check 052802-000, 1628 RONALD RD	05/06/2024	202.14	
061-0000-20101-00	GRADY STEELE	Refund Check 059539-000, 85 S SEMINARY ST 7	05/01/2024	71.22	
061-0000-20101-00	JANAKKUMAR PATEL	Refund Check 067498-000, 3112 BUCKINGHAM RD	05/08/2024	93.09	
061-0000-20101-00	SUN GARDEN PLACE, LLC - MA	Refund Check 063935-000, 540 N PRAIRIE ST 4	05/01/2024	3.67	
061-0000-20101-00	ELGIN STEWART	Refund Check 067774-000, 1735 INDIANA DR	05/08/2024	91.20	
061-0000-20101-00	MADISON REED	Refund Check 066679-000, 1264 HARRISON ST	05/02/2024	73.14	
061-0000-20101-00	JOSE ROSILES	Refund Check 046238-002, 556 W LOSEY ST	05/01/2024	59.13	
061-0000-20102-00	Constellation Newenergy Inc	04/24 Service Acct# 204250116-88144	05/14/2024	27,248.52	
061-0000-20102-00	Stratus Networks, Inc	05/24 Service Acct# 7382	05/14/2024	126.44	
061-0000-51000-00	ARMARC/MunicipalH20	05/24 - EPA RMP Compliance Service	05/14/2024	350.00	
061-0000-51000-00	Knox County Records Office	04/24 Laredo Billing	05/14/2024	23.50	
061-0000-51000-00	Pace Analytical Services LLC	Disinfectant/Disinfection Byproducts	05/14/2024	412.00	
061-0000-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	173.75	
061-0000-51010-00	James M Kelly, Attorney	01/24 Legal Services	05/14/2024	2,541.00	
061-0000-51010-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	1,732.50	
061-0000-51500-00	Gregory R Flores	Door Hangers	05/14/2024	313.00	
061-0000-52000-00	American Electric Power	04/24 Service	04/30/2024	5,746.18	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-52500-00	Galesburg Sanitary Dist.	04/24 Service	04/30/2024	32.52	
061-0000-54000-00	Frontier	04/24 Service Acct# 309-867-2701-033099-2	04/30/2024	435.58	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	04/30/2024	30.00	
061-0000-54000-00	Roger Mettler	Cell Phone Allowance	04/30/2024	15.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	04/30/2024	30.00	
061-0000-54000-00	Scott Seiberlich	Cell Phone Allowance	04/30/2024	15.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	04/30/2024	30.00	
061-0000-55500-00	Altorfer Inc.	2024 MARCH - MAINTENANCE ON FOUR GENERATORS	05/14/2024	1,359.00	0000092471
061-0000-55500-00	Altorfer Inc.	2024 MARCH - MAINTENANCE ON FOUR GENERATORS	05/14/2024	1,309.00	0000092471
061-0000-55500-00	Altorfer Inc.	2024 MARCH - MAINTENANCE ON FOUR GENERATORS	05/14/2024	1,879.00	0000092471
061-0000-55500-00	Altorfer Inc.	2024 MARCH - MAINTENANCE ON FOUR GENERATORS	05/14/2024	2,349.00	0000092471
061-0000-55500-00	AMP Companies Inc	RPZ Repair Kits, Installation of Kits	05/14/2024	1,044.65	
061-0000-55500-00	Electro-Mechanical Resources, Inc	Replaced Switch	05/14/2024	94.81	
061-0000-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	55.00	
061-0000-55700-00	American Pest Control Inc	04/24 Pest Services	05/14/2024	40.00	
061-0000-55700-00	Howe Overhead Doors, Inc.	Annual Maintenance - Water Plant	05/14/2024	300.00	
061-0000-55700-00	Howe Overhead Doors, Inc.	Annual Maintenance - Water Plant	05/14/2024	702.50	
061-0000-55700-00	Royal Cleaning Services	05/24 - Janitorial Services	05/14/2024	536.00	
061-0000-65500-00	Altorfer Inc.	Gaskets, Seal Valves, Seal Stems	05/14/2024	271.82	
061-0000-65500-00	Altorfer Inc.	Gasket, Bolts	05/14/2024	129.77	
061-0000-65500-00	Core & Main	Command Link	05/14/2024	255.00	
061-0000-66000-00	Core & Main	Meter Couplings	05/14/2024	352.56	
061-0000-66000-00	Core & Main	3/4" FLARE X 3/4" COMP. STRT ADAPTER (FORD)	05/14/2024	381.60	0000092554
061-0000-66000-00	Core & Main	3/4" FEMALE FLARE X 3/4" COMP 90 SOLID BEND (FORD)	05/14/2024	491.55	0000092554
061-0000-66000-00	Core & Main	Meter Couplings	05/14/2024	406.80	
061-0000-66000-00	Core & Main	3/4" FLARE X 1" COMP. STRT ADAPTER (FORD)	05/14/2024	444.75	0000092554
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL PP1 - DELIVERED	05/14/2024	141.75	0000092607
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL PP2 - DELIVERED	05/14/2024	199.69	0000092607
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	05/14/2024	287.88	0000092607
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	05/14/2024	822.50	0000092607
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL PP1 - DELIVERED	05/14/2024	185.63	0000092607
061-0000-67500-00	USA Bluebook, Inc.	Ring Bases	05/14/2024	99.92	
061-0000-67500-00	USA Bluebook, Inc.	Solution Silicone Lubricants, Hand Cleaner, Nuts, Gate Box Align	05/14/2024	772.03	
061-0000-67500-00	USA Bluebook, Inc.	Nuts	05/14/2024	49.95	
061-0000-68500-00	IDEXX Distribution Inc.	Misc Chemicals	05/14/2024	1,097.65	
Subtotal for Division: 0000				65,412.76	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 061				<u>65,412.76</u>	
067-0000-51000-00	SpringbrookSoftware LLC	04/24 Paypad Transaction Fees	04/30/2024	86.88	
067-0000-51000-00	Knox County Recorders Office	04/24 Laredo Billing	05/14/2024	23.50	
067-0000-51000-00	Baker Tilly US, LLP	FY23 Audit Services	05/14/2024	4,095.00	0000092722
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/15/24-11/17/24	05/14/2024	80.00	0000092636
Subtotal for Divison: 0000				<u>4,285.38</u>	
Subtotal for Fund 067				<u>4,285.38</u>	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Yearly Charges -1 person	05/14/2024	25.00	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Yearly Charges -1 person	05/14/2024	25.00	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Yearly Charges -1 person No Show	05/14/2024	100.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Exam	05/14/2024	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Exam	05/14/2024	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Exam	05/14/2024	140.00	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Yearly Charges -1 person	05/14/2024	25.00	
078-0000-56534-00	ServiceMaster by Blaze	Emergency Services - 1290 N Seminary St	05/14/2024	4,650.71	
078-0000-56534-00	ServiceMaster by Blaze	Emergency Services - 1302 N Seminary St	05/14/2024	3,680.18	
078-0000-56535-00	Stephen J Eyler MD	Workers Comp - DOS 04/29/24 - Pat Act# 416063	05/14/2024	105.28	
078-0000-56535-00	Alexis Hill OD	Workers Comp Acct# 416063 DOS04/22/24	05/14/2024	195.00	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	1,122.00	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	445.50	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	927.50	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	495.00	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	1,329.68	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	05/14/2024	1,548.50	
078-0000-56535-00	OSF St Mary Medical Center	Workers Comp - ACT# 119388987 DOS 03/29/24	05/14/2024	1,176.94	
Subtotal for Divison: 0000				<u>16,271.29</u>	
Subtotal for Fund 078				<u>16,271.29</u>	
091-0000-20102-00	Galesburg Sanitary Dist.	05/24 Sanitary District Fees - Less 3% Collection Fees	05/14/2024	-16,565.67	
091-0000-20102-00	Galesburg Sanitary Dist.	03/24 Lien & Collection Fees	05/14/2024	-117.01	
091-0000-20102-00	Galesburg Sanitary Dist.	04/24 Credit Card Processing Fees	05/14/2024	-2,792.22	
091-0000-22003-00	Galesburg Sanitary Dist.	05/24 Sanitary District Fees	05/14/2024	552,189.07	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				<u>532,714.17</u>	
Subtotal for Fund 091				<u>532,714.17</u>	
Report Total:				<u><u>1,554,079.41</u></u>	

Advance Checks and ACH Payments as of 5/14/2024

Check Date	Check #	Vendor Name	Description	Account #	Amount
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0306-47500	166.98
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0120-47500	48.78
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	018-0000-47500	46.80
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	030-0370-47500	54.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	019-1920-47500	72.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Vision Insurance Premiums F013849-2	078-0000-20315	2,975.64
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	061-0000-47500	278.10
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0445-47500	36.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	014-0000-47500	72.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	078-0000-47500	10.62
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0550-47500	108.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0410-47500	129.60
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	024-0000-47500	24.09
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	019-1905-47500	138.30
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0110-47500	136.80
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	017-0000-47500	14.40
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0207-47500	61.20
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	067-0000-47500	1.80
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0510-47500	453.60
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0305-47500	21.18
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	030-0320-47500	54.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	020-0000-47500	5.40
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0450-47500	63.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0205-47500	172.80
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0605-47500	216.00
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	023-0000-47500	5.40
5/2/2024	0	Dearborn National Life Insurance Co.	05/24 Life Insurance Premiums F013849	001-0115-47500	72.00
5/2/2024	0	Euclid Beverage	Liquor - Golf Concessions	019-1920-64125	449.05
5/2/2024	0	G & M Distributors	Liquor - Golf Concessions	019-1920-64125	165.60
5/2/2024	99478	Knox County Recorders Office	Release 16 Property Maint Liens	001-0160-51300	150.00
5/2/2024	0	Quadient Leasing USA, Inc	Postage for Machine	061-0000-10702	500.00
5/2/2024	0	UMB Bank, N.A	GAI7 - RFDG BDS SRS 2017	061-0000-87300	112,740.62
5/3/2024	0	Drew Rogers	non safety toe boots	001-0605-67500	101.25
5/9/2024	0	Amanda Larson	Minority/Woman owned Business Startup incentive.	054-0000-83100	200.00
5/9/2024	0	Chuck Humes	05/07 - Adult Leagues Softball - 1 Hr Payment -Games Cancelled	019-1940-51400	40.00
5/9/2024	0	Engagedly Inc	01/25 - 04/25 - Engagedly Suite	001-0000-10701	1,374.21
5/9/2024	0	Engagedly Inc	05/24 - 12/24 - Engagedly Suite	001-0120-55800	2,748.43
5/9/2024	0	Hutchison Engineering, Inc	Preliminary Engineering for the Simmons St Streetscape & Parking	013-0000-76000	16,020.00
5/9/2024	0	Klingner & Associates P.C.	ENGINEERING SERVICES TO IDENTIFY AND EVALUATE TWO VALVE ACTUATOR	061-0000-51000	2,625.00
5/9/2024	99536	Knox County Recorders Office	6 Water/Sewer/Refuse Lien Filed	061-0000-51000	75.00
5/9/2024	99537	Midwest Orthopaedic Center	Workers Comp - DOS 10/11/23 - Pat # 20220010	078-0000-56535	1,238.40

5/9/2024	0 Oneida Network Services, Inc	05/24 Interent - Kerzi	001-0207-54000	50.00
5/9/2024	99538 Scott Equipment, LLC	HP Ultra	019-1915-65500	66.00
5/10/2024	0 Bluefin Payment Systems	04/24 Pay Pad Processing Fees	001-0306-51000	27.13
5/10/2024	0 Bluefin Payment Systems	04/24 Pay Pad Processing Fees	001-0410-51000	27.13
5/10/2024	0 Bluefin Payment Systems	04/24 UB Webpayment CC Processing Fee	067-0000-51000	1,823.38
5/10/2024	0 Bluefin Payment Systems	04/24 Pay Pad Processing Fees	061-0000-51000	1,066.30
5/10/2024	0 Bluefin Payment Systems	04/24 Pay Pad Processing Fees	001-0115-51000	217.22
5/10/2024	0 Bluefin Payment Systems	04/24 Pay Pad Processing Fees	067-0000-51000	533.17
5/10/2024	0 Bluefin Payment Systems	04/24 UB Webpayment CC Processing Fee	061-0000-51000	3,646.75
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1945-51000	77.43
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1960-51000	24.33
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	051-0000-51000	27.02
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1935-51000	80.95
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1905-51000	494.06
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1955-51000	73.13
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1925-51000	179.34
5/10/2024	0 Cardconnect	04/24 Card Connect CC Charges	019-1950-51000	12.98
5/10/2024	0 Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	424.90
5/10/2024	0 Farmers & Mechanics Bank	04/24 F&M Bank Trust Fees	052-0000-51000	41.38
5/10/2024	0 Farmers & Mechanics Bank	04/24 F&M Bank Trust Fees	078-0000-51000	40.89
5/10/2024	0 Farmers & Mechanics Bank	04/24 F&M Bank Trust Fees	019-1905-51000	4.19
5/10/2024	0 Farmers & Mechanics Bank	04/24 F&M Bank Trust Fees	001-0205-51000	41.21
5/10/2024	0 G & M Distributors	Liquor for Golf Concessions	019-1920-64125	406.90
5/10/2024	0 Quadient Leasing USA, Inc	Postage for Machine	061-0000-10702	500.00
5/10/2024	0 Wells Fargo Merchant Services	04/24 CC Fees - Golf	019-1920-51000	<u>2,133.69</u>
			Grand Total	155,885.53

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: An ordinance amending Chapter 30 of the Galesburg Municipal Code regarding the election of a Deputy Mayor.

SUMMARY RECOMMENDATION: The City Manager and City Clerk recommend approval of the ordinance.

BACKGROUND: The Illinois Municipal Code provides that the City Council shall elect one of its members to act as Deputy Mayor in the temporary absence or disability if the Mayor is unable to perform his or her duties. The Mayor's voting powers do not transfer, but the Council Member retains the right to vote. If the Mayor and the Deputy Mayor are both absent, the Council shall elect another temporary chairman for the duration of the absence.

This ordinance also amends that a Deputy Mayor shall be elected every two years, beginning May 2024.

BUDGET IMPACT: None.

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 30 OF THE GALESBURG MUNICIPAL CODE
REGARDING PRESIDING OFFICER**

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

SECTION ONE: The foregoing recitals are hereby incorporated into Section 30.04, and shall hereafter read as follows:

The Mayor shall preside at all Council meetings and, in the Mayor's absence, the Deputy Mayor shall preside. The Deputy Mayor shall be elected by the Council at its second regular meeting in May, beginning in 2024, and biannually thereafter. The Deputy Mayor shall serve as the Temporary Chairman in the Mayor's absence and shall only have the powers of a presiding officer and a right to vote only in the capacity as a council member or trustee on any ordinance, resolution, or motion. If the Mayor and the Deputy Mayor are both absent, the Council shall elect another Temporary Chairman for the duration of the absences.

Statutory reference: Temporary Chairman, see ILCS Ch. 65, Act 5, § 3.1-35-35

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

SECTION THREE: 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 _____ 2024, 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
MAY 20, 2024**

AGENDA ITEM: Ordinance to allow parking on E. Ferris Street east of Kellogg Street on Sundays only.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Engineer recommend approval of this Ordinance to allow parking on E. Ferris Street east of Kellogg Street on Sundays only.

BACKGROUND: A request was brought to the Traffic Advisory Committee by Trinity Lutheran Church to address on-street parking availability for members of the congregation. Currently, there are four on-street parking spaces in front of the church on the south side of Ferris Street. Parking is restricted on the north side of Ferris Street in front of the church. The Traffic Advisory Committee discussed that there are other locations in the City where street parking is allowed on Sundays only near churches. It is anticipated that traffic volumes will be lower on Sunday, and additional on-street parking spaces on the north side of Ferris Street near the Kellogg Street intersection would not have a negative impact on traffic. Therefore, the Committee recommended that two additional street parking spaces be allowed.

The proposed ordinance would add two on-street parking spaces on E. Ferris St. just east of the Kellogg Street intersection. Parking would remain restricted on Monday through Saturday. Signage would be installed to indicate that parking is restricted on all but Sunday.

BUDGET IMPACT: Cost of signs.

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

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

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

- Ferris Street, north side, 60 feet east of Kellogg Street to 105 feet east of Kellogg Street

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

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

Approved this _____ day of _____, 2024, by roll call vote as follows:

Roll Call #:

Ayes:

Nays:

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: Development Agreement with Western Smokehouse Partners, LLC.

SUMMARY RECOMMENDATION: The City Manager recommends approval of a development agreement with Western Smokehouse Partners to retain and expand the company's operation in Galesburg.

BACKGROUND: Western Smokehouse Partners, LLC is currently headquartered at 56 S. Kellogg Street and operates its Thrushwood Farms Facility at 2860 W. Main Street. The company is expanding operations and has competitive location options. Approval of the attached development agreement is recommended to retain the company in Galesburg, which benefits the community and economy through job retention, and job creation.

Per the terms of the agreement, the developer will maintain its headquarters in Galesburg for a 10-year period and execute a 10-year lease for the current location at 56 S. Kellogg Street. The developer will retain the current seven headquarter jobs in Galesburg with a minimum payroll of \$500,000.00. In addition, 10 additional jobs shall be created with a minimum payroll of \$1,000,000.00 for the additional jobs. Western Smokehouse Partners shall maintain no less than the 17 headquarters jobs with a payroll of no less than \$1,500,000.00 in Galesburg for a 10-year period. The Developer will also add 15 manufacturing jobs to its Galesburg facility with a minimum payroll of \$675,000.00 as part of retaining and expanding operations in Galesburg.

The City of Galesburg shall provide a total incentive of \$300,000.00. This incentive will be payable in three increments, with the first payment of \$150,000.00 occurring within 30 days as long as the developer is in compliance with the headquarters location and job retention requirements. A payment of \$75,000.00 will occur within one-year of the effective date of the agreement as long as the developer is in compliance with all responsibilities outlined in Section three of the contract, including the headquarters location, headquarters job retention, headquarters job creation, and manufacturing job creation. The third and final payment will be \$75,000.00 and payable within two-years of the effective date of the contract, and again requires the developer to be in compliance with all responsibilities outlined in Section 3 of the contract. By providing this incentive, the city and developer will retain the Western Smokehouse Partners headquarters locally, and retain or create 32 local jobs, including 15 manufacturing jobs, with a total positive local economic impact of \$2,175,000.00.

BUDGET IMPACT: There are sufficient funds available for this agreement in the Economic Development Fund.

SUPPORTING DOCUMENTS:

1. Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is entered into between the developer, Western Smokehouse Partners, LLC, a Delaware Limited Liability Company, (“Developer”) and the City of Galesburg, an Illinois municipal corporation, (“City”). The effective date of this Agreement will be the date that this Agreement is executed by both parties (“Effective Date”).

Recitals

WHEREAS, Developer is currently headquartered at 56 S. Kellogg St. Galesburg, IL 61401 and operates its Thrushwood Farms Facility at 2860 W. Main St. Galesburg, IL 61401.

WHEREAS, City has an interest in the retention and creation of local jobs and other business benefits brought to the community, in part, through Developer’s business activities in the local area.

WHEREAS, Developer has the need to expand its operation and has other geographic locations outside the local area which would be candidates for the expansion or relocation.

WHEREAS, City wishes Developer to maintain its current operation here and locate its expanded operations in the local area for the benefit of City’s other businesses and residents.

NOW THEREFORE, in consideration of the foregoing recitals and the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Developer and City, Developer and City agree as follows:

1. Incorporation of recitals.

- 1.1. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. Findings.

- 2.1. City, provided with broad authority by 65 ILCS 5/8-1-2.5, makes the following findings.
 - 2.1.1. Developer, currently headquartered in Galesburg, but for City’s incentive, would likely move its headquarters to Burlington, IA.
 - 2.1.2. Developer currently has 7 jobs at its downtown Galesburg headquarters which, but for City’s incentive, would likely leave the local area with the relocation of Developer’s headquarters.
 - 2.1.3. Developer has a need to expand operations which, absent City’s incentive, would be able to be located in other geographic areas where Developer already has operations.
 - 2.1.4. By providing this incentive, City and Developer will retain Developer’s headquarters locally, and retain or create 32 local jobs, including 15 manufacturing jobs, with a total positive local economic impact of \$2,175,000.00.

3. Project description and requirements.

- 3.1. Headquarters Location. Developer agrees, for a 10-year period from the Effective Date, to maintain its headquarters in Galesburg, IL. Developer shall execute a 10-year lease for its current 56 S. Kellogg St. location for the use of both floors to serve as its headquarters.
- 3.2. Headquarters Jobs. Developer agrees to retain the current 7 headquarters jobs in Galesburg, IL, with a minimum payroll of \$500,000.00. Developer further agrees that it shall add 10 additional jobs, in addition to the 7 retained jobs, in Galesburg, IL with a minimum payroll of \$1,000,000, for the additional 10 jobs. Developer shall maintain no less than the 17 headquarters jobs with payroll no less than \$1,500,000.00 in Galesburg, IL for the 10-year period from the Effective Date.
- 3.3. Manufacturing Jobs. Developer agrees that it shall add 15 manufacturing jobs to its Galesburg facility with a minimum payroll of \$675,000.00 as part of retaining and expanding operations in Galesburg.
- 3.4. Equal Employment Opportunity. Developer agrees that it will not discriminate against any employee or employment applicant on the basis of any protected class, including race, color, religion, sex, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), physical or mental disability, conviction record, military status or unfavorable discharge from military service, pregnancy, citizenship status, arrest record in employment, familial status, and arrest record in real estate transactions. Developer agrees to take action to ensure that employee or employment applicants are employed, and that employees are treated during employment, without regard to protected class. This action includes, without limitation, employment, promotion, demotion, transfer, recruitment, advertising for recruitment, layoff, termination, rate of pay or other compensation forms, and selection for training. Developer shall state in all solicitations or advertisements for employees placed by or on behalf of Developer, that qualified applicants will receive consideration for employment without regard to any protected class.

4. Indemnification.

- 4.1. If any third-party institutes any legal proceedings against City or Developer that relates to the the terms of this Agreement, then Developer shall indemnify and hold harmless City and all of its officers, employees, and agents from any and all such proceedings. In the event City determines in its sole discretion Developer is not adverse to City, upon receiving demand for defense from City of such a proceeding, shall assume, fully and vigorously, the entire defense of that proceeding and any and all costs and expenses of whatever nature relating thereto, but Developer may not settle the legal proceeding without City's written consent and even then only so long as the settlement does not involve an admission of wrongdoing on the part of City or any liability on the part of City, monetary or otherwise.
- 4.2. City in its sole discretion, may determine that there is, or may be, a conflict of interest between City and Developer that may reasonably have a potentially substantial adverse

effect on City. Therefore, City maintains the option of being represented by its own legal counsel at Developer's expense. If City exercises this option, then Developer shall reimburse the City from time to time on written demand and notice of the amount due, for any and all reasonable costs and expenses incurred by City in connection with the representation, including, without limitation, court costs, attorney's fees, and witness' fees.

- 4.3. If City institutes legal proceedings against Developer for a breach of this Agreement and secures a judgment in its favor, then the court having jurisdiction thereof shall determine and include in any judgment against Developer all costs and expenses of such legal proceedings incurred by City, including, without limitation, court costs, attorneys' fees, and witness' fees.

5. City's responsibilities.

- 5.1. Within 30-days of the Effective Date, as long as Developer is in compliance with its responsibilities for headquarters location and job retention outlined in Sections 3.1 and 3.2, and the non-discrimination requirements of Section 3.4, City shall pay to Developer the sum of \$150,000.00. Within 1-year of the Effective Date, as long as Developer is in compliance with Section 3 in its entirety, including Sections 3.1 through 3.4, City shall pay to Developer an additional \$75,000.00. Within 2-years of the Effective Date, as long as Developer is in compliance with Section 3 in its entirety, including Sections 3.1 through 3.4, City shall pay to Developer an additional \$75,000.00. City's total obligation under this Agreement shall not exceed \$300,000.00.

6. Developer's responsibilities, representations, and warranties.

- 6.1. Developer represents and warrants that it requests economic assistance from City in order to develop its business and that, but for the economic assistance to be given under this Agreement, the development, as contemplated, would not be economically acceptable to Developer.

7. Defaults.

- 7.1. Any or all of the following is a default event ("Default Event") by Developer under this Agreement:
 - 7.1.1. Failure to comply with any material covenant, warranty, or obligation set forth in this Agreement.
 - 7.1.2. Any untrue or incorrect material representation made by Developer in this Agreement or in any certificate, notice, demand, or request made by Developer.
 - 7.1.3. Developer becomes insolvent or is unable or admits, in writing, its inability to pay debts as they mature;
 - 7.1.4. Developer makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any such amount of its property;
 - 7.1.5. Developer is adjudicated bankrupt; or

7.1.6. Developer is dissolved.

7.2. Upon the occurrence of an Event of Default, City may provide written notice to Developer specifying the default. Upon written notice of the default, Developer has 30 days after the date that the notice was sent to cure the default, if it can be reasonably cured within 30 days, or must begin curing the default and complete curing the default within a reasonable time thereafter, as reasonably determined by City, if the default cannot be reasonably cured within 30 days.

7.3. If a default is not cured, then City may terminate this Agreement, and City is relieved of any further obligations arising under the Agreement, and City is released from its obligations arising under this Agreement.

7.4. Upon a Default Event, City may withhold any moneys due or becoming due under §5 until such time as the default is cured.

8. Waivers.

8.1. No waivers of any provision in this Agreement shall be found to exist unless by a writing executed by the party against whom the waiver is sought to be enforced.

8.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, operates as a waiver of any right, remedy, or condition.

8.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

9. Rights and remedies cumulative.

9.1. The enumeration of remedies expressly conferred upon a party by this Agreement are cumulative with, and not exclusive of, any other remedy conferred by this Agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

10. Cooperation of the parties.

10.1. City and Developer agree to cooperate reasonably with each other when requested to do so concerning any matter related to the Agreement.

11. No Partnership or agency created.

11.1. Nothing in this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among the parties or any third-party beneficiary.

12. Force majeure.

12.1. The parties will diligently perform their obligations hereunder subject to Force Majeure, as hereinafter defined. The term "Force Majeure" as used herein shall mean any delays incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion,

governmental restrictions or delays in obtaining permits (but solely to the extent that such delays are not caused by and are beyond the control of the party claiming such Force Majeure), lawsuits against any party that delays or stops construction or preemption, fire or other casualty, weather or seasonal conditions or other cause beyond the reasonable control of the party, for so long as the party is using its reasonable good faith efforts to end any such delay if the party asserting the Force Majeure is reasonably capable of doing so. Each party agrees to provide written notice to the other party of any conditions beyond the notifying party's control which may result in the notifying party's inability to perform any obligation(s) by the required date, and it shall be a prerequisite to reliance upon said condition that such notice shall have been provided within thirty (30) days of the onset of said condition.

13. Integrated Agreement.

- 13.1. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings of the parties relative to the subject matter hereof, superseding all prior negotiations, agreements and understandings, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the parties, except as set forth herein.

14. Amendments.

- 14.1. No amendment or any other change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of City and Developer or their successors or assigns.

15. Choice of law.

- 15.1. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.
- 15.2. The Venue for any action under or resulting from this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit of the State of Illinois, located in Knox County, Illinois.

16. Captions and headings.

- 16.1. The captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing the Agreement.

17. Severability.

- 17.1. Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof, provided the overall intentions of the parties and the purposes of this Agreement, each as expressed herein, are not materially impaired. Neither of the parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of the Agreement.

18. Representation of binding effect.

- 18.1. Developer and City each represent that this Agreement has been properly approved and executed and is legally binding on both Developer and City.

19. Counterparts.

- 19.1. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original, and all of which, when executed and delivered, shall constitute one and the same instrument. This Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the parties shall constitute effective delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Each party that delivers an executed counterpart signature page by facsimile or by electronic mail shall promptly thereafter deliver an original executed counterpart signature page to the other party; provided, however, that the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement. This Agreement shall not be effective until both parties have executed and delivered a counterpart of this Agreement.

20. General Provisions

- 20.1. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- 20.2. Any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in that agreement.
- 20.3. Unless specified otherwise, any reference to a statute, ordinance, or regulation means that statute, ordinance, or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes, ordinances, or regulations.
- 20.4. All references to a time of day are references to the time in Galesburg, Illinois.
- 20.5. The words “party” and “parties” refer only to a party to this Agreement named in the introductory clause.
- 20.6. Each party has participated in negotiating and drafting this Agreement, so if any ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this Agreement.
- 20.7. No member, official, or employee of City is personally liable to Developer for any obligation under the terms of this Agreement.
- 20.8. Time is of the essence in this Agreement. If any date specified in this Agreement as a date for taking action falls on a day that is not a business day, than that action may be taken on the next business day.

- 20.9. Nothing in this Agreement is intended to confer any right or remedy on any person other than City and Developer, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to City or Developer, nor to give any such third person any right of action or subrogation against City or Developer.
- 20.10. This Agreement is binding upon and inures to the benefit of the parties and to their respectively authorized successors, assigns, and legal representatives. Developer shall ensure that any successor through any contract for purchase of Developer shall be bound to this Agreement.
- 20.11. Notice. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and will be deemed to have been effective as of the date of actual delivery, if delivered personally, by overnight courier, or by electronic mail, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as:
- | | |
|---|--|
| <p>If to CITY:
 City Clerk
 City of Galesburg
 55 W. Tompkins St.
 Galesburg, IL 61401</p> | <p>If to DEVELOPER:
 Crystal Bohm
 Western Smokehouse Partners, LLC
 56 S. Kellogg St.
 Galesburg, IL 61401</p> |
|---|--|
- 20.12. Authorized representatives. From time to time, Developer shall designate an authorized representative who is responsible for communicating with City on behalf of Developer and who has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of Developer.
- 20.13. The City Manager, or designee, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this Agreement for and on behalf of City. Any amendment must be approved by the Galesburg City Council.
- 20.14. Final Agreement. This Agreement constitutes the final Agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

- 20.15. Surviving provisions. Any term of this Agreement that, by its nature, extends after the end of the Agreement, whether by expiration or termination, remains in effect until fulfilled. All duties to indemnify under this Agreement survive the expiration or termination of this Agreement and remain effective until the resolution or expiration of any actual or potential claims or losses subject to the duty to indemnify.

REMAINDER OF PAGE INTENTIONALLY BLANK
(Signatures Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, which is the date of the last signature below.

CITY: CITY OF GALESBURG,
ILLINOIS
A Municipal Corporation

WESTERN SMOKEHOUSE PARTNERS, LLC:
DEVELOPER
A Limited Liability Company

By:

Peter Schwartzman, Mayor

Dated: _____

By:

Crystal Bohm

Dated: 5/8/24

Attest:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: Development Agreement with Graham Hospital Association.

SUMMARY RECOMMENDATION: The City Manager recommends approval of a development agreement with Graham Hospital Association for the purpose of creating a second entrance to the property under development by Graham Hospital Association, which aligns with Mayo Drive in order to establish an intersection that improves vehicular safety and access.

BACKGROUND: Graham Hospital Association owns the property located at 2028 N. Seminary Street and intends to develop the south 360 feet of the property for use as a medical facility. The City of Galesburg has an interest in the developer creating a second entrance to this development, which aligns with the existing Mayo Drive, in order to establish an intersection that improves vehicular safety and accessibility, not only for the current development, but for any future uses that may further develop the property, and increase vehicular traffic.

The proposed development agreement provides for Graham Hospital Association to create a second entrance, which aligns with Mayor Drive to create an intersection. Upon substantial completion of this project, the City of Galesburg agrees to provide Graham Hospital Association with \$250,000.00. But for the assistance provided in this development agreement, the roadway alignment, as desired by the city, would not be economically acceptable to the developer. Upon conveyance and acceptance of the public improvements, the City, at its sole cost, shall maintain, replace and repair the public roadway.

In addition to the benefits of the roadway creation and alignment, which is the subject of this agreement, the city will also benefit from the significant economic impact of the medical facility, which Graham Hospital Association intends to develop on the property. Potential overarching benefits include redevelopment of an underutilized property, job creation, revenue creation, and increased medical services options and capacity within the community.

BUDGET IMPACT: There are sufficient funds available for this agreement in the Economic Development Fund.

SUPPORTING DOCUMENTS:

1. Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is entered into between the developer, Graham Hospital Association, an Illinois not-for-profit corporation, (“Developer”) and the City of Galesburg, an Illinois municipal corporation, (“City”). The effective date of this Agreement will be the date that this Agreement is executed by both parties (“Effective Date”).

Recitals

WHEREAS, Developer owns the property located at 2028 N. Seminary Street in Galesburg, Illinois (“the Property”), which is legally described as:

Lot 4 of the Benny Schachtrup Subdivision Phase 2, being a part of the Northeast Quarter of Section 3, Township 11 North, Range 1 East of the Fourth Principal Meridian, City of Galesburg, Knox County, Illinois.

PIN: 99-03-226-008

WHEREAS, Developer intends to develop the south 360 feet of the Property for use as a medical facility.

WHEREAS, City has an interest in aligning a 2nd entrance to the Property with Mayo Drive in a way which establishes an intersection that improves the safety of vehicular access, not only for Developer, but future developments and City residents.

WHEREAS, the project will consist of the development outlined in the development plans described in Exhibit A (“the Project”).

NOW THEREFORE, in consideration of the foregoing recitals and the terms of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Developer and City, Developer and City agree as follows:

1. Incorporation of recitals.

- 1.1. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The Exhibits referred to in this Agreement and attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of those Exhibits.

2. Findings.

- 2.1. City, provided with broad authority by 65 ILCS 5/8-1-2.5, makes the following findings.
 - 2.1.1. The intent of the offered incentive to align the 2nd entrance to the Property with Mayo Drive to the east would establish an intersection that improves the safety of vehicular access, not only for Developer, but future developments and City residents.

- 2.1.2. Without this agreement, City's desire for alignment with Mayo Drive would not be achieved.

3. Project description and requirements.

- 3.1. Project description. The Project consists of the alignment of the Property's 2nd entrance with Mayo Drive leading to Developer's medical facility. The specific details of the Project are outlined in Exhibit A.
- 3.2. Timeline. The Project will be substantially complete on or before June 30, 2025. Upon acceptance of City, the Project will be declared Substantially Complete.
- 3.3. Means and methods. Developer must pursue, or cause to be pursued, all required site improvements in a diligent and expeditious manner and in strict compliance with all applicable laws.
- 3.4. Developer agrees to comply with (1) all applicable statutes, codes, ordinances, regulations, standards and specifications, as they exist as of the Effective Date of this Agreement, and which may come into effect from time to time thereafter. Any construction or repair work performed must comply with all existing codes, ordinances, regulations, and standards.
- 3.5. In connection with construction of the Project, Developer, at its sole cost and expense, shall construct all of the following improvements to the extent identified in the Final Approved Engineering Plans ("Site Improvements"): (i) all stormwater management facilities, storm sewer mains and related facilities; (ii) all sanitary sewer mains, service lines, and appurtenances; (iii) all water mains and service lines, fire hydrants, and appurtenances; and (iv) all right-of-way improvements (including roadway, curb and gutters, sidewalks, streetlights, and parkway landscaping). The construction of all Site Improvements shall be subject to inspection by and the approval of City in accordance with the City's Standards and Specifications, this Agreement and all other applicable provisions of City's Code.
- 3.6. All work performed on the Site Improvements shall be conducted in a good and workmanlike manner and with due dispatch in accordance with this Agreement. Reasonable care shall be taken to avoid damage to existing and new public improvements, including utilities, streets, and curbs during construction. Any public improvement damaged during construction shall be repaired to like condition prior to the damages, to the reasonable satisfaction of City and in substantial compliance with this Agreement and all applicable City codes and ordinances.
- 3.7. Site Improvements relating to the 2nd entrance to the Property are to be aligned with Mayo Drive and must be approved by City as a prerequisite to any City funding being paid for the Project.
- 3.8. City will accept Developer's conveyance of any Site Improvements deemed to be Public Improvements, such as public utilities or ways, by resolution and Plat of Dedication, following City's inspection and approval of the same and the Developer's delivery of a customary form bill of sale to City. City shall not accept any Public Improvements proposed for acceptance until: (i) all deficiencies described in a final punch list have been

satisfactorily completed and approved by City; (ii) Developer has delivered final record drawings (as-builts) of the Public Improvements to be conveyed and such “as-builts” are approved by City; and (iii) Developer has delivered a maintenance bond, in a form approved by City and in an amount satisfactory to City, as described in Section 3.9.

- 3.9. Prior to City accepting a conveyance of Public Improvements, Developer shall deliver to City a Maintenance Bond which shall guarantee for a period of two years that all construction of the Public Improvements was done in a workmanlike manner and in compliance with the Final Engineering Plans and all applicable code provisions. City, in its sole discretion, shall determine the amount of the Maintenance Bond at the time of Substantial Completion based upon the current value of the Public Improvements, but in no circumstance shall be set higher than City’s contribution provided for by Section 6. In the event City identifies deficiencies, Developer shall have 30-days after being notified by City of the existence and nature of the deficiencies to correct the deficiencies. If the deficiencies cannot be corrected to City’s satisfaction in 30-days, Developer shall propose a plan to City for correcting any deficiency. In such case, City shall have sole discretion whether to use the Maintenance Bond to correct the deficiencies or to accept Developer’s plan and allow Developer to correct the deficiencies. If City rejects Developer’s plan, or Developer fails to correct the deficiencies, City shall have the right to use any or all portions of the Maintenance Bond to correct any deficiencies not corrected by Developer at any time after the Public Improvements have been accepted. The Maintenance Bond shall be extended beyond two years if, at the time for the Maintenance Bond to expire, deficiencies have been identified and corrective action for those deficiencies has not been completed. The Maintenance Bond remainder shall be returned to Developer at the expiration of said two-year period unless at such time City has identified deficiencies in such construction which have not yet been corrected by Developer.
- 3.10. Upon conveyance and acceptance of the Public Improvements by City, City, at its sole cost, shall maintain, replace and repair the Public Improvements.

4. Prevailing wage.

- 4.1. Developer must comply with the Prevailing Wage Act (820 ILCS 130/), as administered by the Illinois Department of Labor (“IDOL”). Developer agrees to contact IDOL for a determination of applicability for this agreement under the Prevailing Wage Act. Developer acknowledges that City is not responsible for the determination of the applicability of any prevailing-wage requirements. Work will be performed by Union Contract / Sub Contractors. If required by IDOL, Developer agrees to comply with the Prevailing Wage Act, including, without limitation, all the following:
 - 4.1.1. Payment of prevailing wage in accordance with the listing of the current prevailing wage rates available from the State of Illinois Department of Labor website (www.labor.illinois.gov).
 - 4.1.2. Inclusion of required language pertaining to prevailing wage into contracts and subcontracts.

- 4.1.3. Listing of prevailing wages in effect posted at the Project as well as posting of any other prevailing wage, labor, or safety postings required by the State of Illinois for Developer and City.
- 4.1.4. Monthly submission of certified payrolls to City. This requirement applies to all contractors and subcontractors working on the Project. City, in its discretion, will review certified payrolls in the event a dispute about prevailing wage arises. City reserves the right to interview contractors' or subcontractors' employees on the job to ascertain compliance with this requirement.
- 4.1.5. If any legal proceedings are initiated against City for damages alleging failure to comply with the Prevailing Wage Act for the Project, Developer shall indemnify and hold harmless City and all of its officers, employees, and agents from any and all such proceedings, including paying City's costs associated with defense. In the event City determines in its sole discretion Developer is not adverse to City, upon receiving demand for defense from City of such a proceeding, shall assume, fully and vigorously, the entire defense of that proceeding and any and all costs and expenses of whatever nature relating thereto, but Developer may not settle the legal proceeding without City's written consent and even then only so long as the settlement does not involve an admission of wrongdoing on the part of City or any liability on the part of City, monetary or otherwise.

5. Indemnification.

- 5.1. If any third-party institutes any other legal proceedings other than those arising out of the Prevailing Wage Act against City or Developer that relates to the Project or the terms of this agreement, then Developer shall indemnify and hold harmless City and all of its officers, employees, and agents from any and all such proceedings. In the event City determines in its sole discretion Developer is not adverse to City, upon receiving demand for defense from City of such a proceeding, shall assume, fully and vigorously, the entire defense of that proceeding and any and all costs and expenses of whatever nature relating thereto, but Developer may not settle the legal proceeding without City's written consent and even then only so long as the settlement does not involve an admission of wrongdoing on the part of City or any liability on the part of City, monetary or otherwise.
- 5.2. City in its sole discretion, may determine that there is, or may be, a conflict of interest between City and Developer that may reasonably have a potentially substantial adverse effect on City. Therefore, City maintains the option of being represented by its own legal counsel at Developer's expense. If City exercises this option, then Developer shall reimburse the City from time to time on written demand and notice of the amount due, for any and all reasonable costs and expenses incurred by City in connection with the representation, including, without limitation, court costs, attorney's fees, and witness' fees.
- 5.3. If City institutes legal proceedings against Developer for a breach of this agreement and secures a judgment in its favor, then the court having jurisdiction thereof shall determine and include in any judgment against Developer all costs and expenses of such legal

proceedings incurred by City, including, without limitation, court costs, attorneys' fees, and witness' fees.

6. City's responsibilities.

- 6.1. Upon substantial completion of the Project, the City shall pay to Developer the sum of Two-Hundred Fifty Thousand Dollars (\$250,000.00). Payment shall be made in the ordinary course of City's claims approval and payment process subsequent to substantial completion of the Project.

7. Developer's responsibilities, representations, and warranties.

- 7.1. Developer represents and warrants that it requests economic assistance from City in order to redevelop the Property and that, but for the economic assistance to be given under this agreement, the redevelopment, as contemplated, would not be economically acceptable to Developer.
- 7.2. Before commencing construction, the Developer shall, at its own expense, procure and deliver to City a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance, and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 for each occurrence and \$5,000,000 total. Insurance may be provided through a policy or policies obtained by Developer's affiliates. All insurance policies required under this Section must be in such form and issued by such companies as are reasonably acceptable to City. Each policy shall name City and its officers and employees as an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to City at least 30 days prior to any cancellation or amendment of its policy. The comprehensive liability policy shall maintain, in full force and effect, until each and every obligation of Developer under this Agreement has been fully paid, or performed.
- 7.3. Developer agrees that it will not discriminate against any employee or employment applicant on the basis of race, color, religion, sex, creed, disability, age, national origin, or other illegal factors. Developer agrees to take action to ensure that employee or employment applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, creed, disability, age, or national origin. This action includes, without limitation, employment, promotion, demotion, transfer, recruitment, advertising for recruitment, layoff, termination, rate of pay or other compensation forms, and selection for training, including apprenticeship. Developer shall state in all solicitations or advertisements for employees placed by or on behalf of the Developer, that qualified applicants will receive consideration for employment without regard to race, color, religion, sex, creed, disability, age, or national origin.

8. Defaults.

- 8.1. Any or all of the following is a default event ("Default Event") by Developer under this agreement:

- 8.1.1. Failure to comply with any material covenant, warranty, or obligation set forth in this agreement.
- 8.1.2. Any untrue or incorrect material representation made by Developer in this agreement or in any certificate, notice, demand, or request made by Developer.
- 8.1.3. Developer becomes insolvent or is unable or admits, in writing, its inability to pay debts as they mature;
- 8.1.4. Developer makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any such amount of its property;
- 8.1.5. Developer is adjudicated bankrupt; or
- 8.1.6. Developer is dissolved.
- 8.2. Upon the occurrence of an Event of Default, City may provide written notice to Developer specifying the default. Upon written notice of the default, Developer has 30 days after the date that the notice was sent to cure the default, if it can be reasonably cured within 30 days, or must begin curing the default and complete curing the default within a reasonable time thereafter, as reasonably determined by City, if the default cannot be reasonably cured within 30 days.
- 8.3. If a default is not cured, then City may terminate this agreement, and City is relieved of any further obligations arising under the agreement, and City is released from its obligations arising under this agreement.
- 8.4. Upon a Default Event, City may withhold any moneys due or becoming due under §6 until such time as the default is cured.

9. Waivers.

- 9.1. No waivers of any provision in this Agreement shall be found to exist unless by a writing executed by the party against whom the waiver is sought to be enforced.
- 9.2. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this agreement, operates as a waiver of any right, remedy, or condition.
- 9.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not to be construed as a waiver on any future occasion or against any other person.

10. Rights and remedies cumulative.

- 10.1. The enumeration of remedies expressly conferred upon a party by this agreement are cumulative with, and not exclusive of, any other remedy conferred by this agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

11. Cooperation of the parties.

- 11.1. City and Developer agree to cooperate reasonably with each other when requested to do so concerning the development of the Property.

12. No Partnership or agency created.

- 12.1. Nothing in this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among the parties or any third party beneficiary.

13. Force majeure.

- 13.1. The parties will diligently perform their obligations hereunder subject to Force Majeure, as hereinafter defined. The term "Force Majeure" as used herein shall mean any delays incurred by a party due to strikes, lockouts, acts of God, enemy action, civil commotion, governmental restrictions or delays in obtaining permits (but solely to the extent that such delays are not caused by and are beyond the control of the party claiming such Force Majeure), lawsuits against any party that delays or stops construction or preemption, fire or other casualty, weather or seasonal conditions or other cause beyond the reasonable control of the party, for so long as the party is using its reasonable good faith efforts to end any such delay if the party asserting the Force Majeure is reasonably capable of doing so. Each party agrees to provide written notice to the other party of any conditions beyond the notifying party's control which may result in the notifying party's inability to perform any obligation(s) by the required date, and it shall be a prerequisite to reliance upon said condition that such notice shall have been provided within thirty (30) days of the onset of said condition.

14. Integrated agreement.

- 14.1. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings of the parties relative to the subject matter hereof, superseding all prior negotiations, agreements and understandings, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between the parties, except as set forth herein.

15. Amendments.

- 15.1. No amendment or any other change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of City and Developer or their successors or assigns.

16. Choice of law.

- 16.1. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.
- 16.2. The Venue for any action under or resulting from this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit of the State of Illinois, located in Knox County, Illinois.

17. Captions and headings.

- 17.1. The captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

18. Severability.

- 18.1. Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of the remainder hereof, provided the overall intentions of the parties and the purposes of this Agreement, each as expressed herein, are not materially impaired. Neither of the parties shall challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

19. Representation of binding effect.

- 19.1. Developer and City each represent that this Agreement has been properly approved and executed and is legally binding on them.

20. Counterparts.

- 20.1. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original, and all of which, when executed and delivered, shall constitute one and the same instrument. This Agreement must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the parties shall constitute effective delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Each party that delivers an executed counterpart signature page by facsimile or by electronic mail shall promptly thereafter deliver an original executed counterpart signature page to the other party; provided, however, that the failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement. This Agreement shall not be effective until both parties have executed and delivered a counterpart of this Agreement.

21. General Provisions

- 21.1. The words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- 21.2. Any reference to an agreement means that agreement as amended or supplemented, subject to any restrictions on amendment contained in that agreement.
- 21.3. Unless specified otherwise, any reference to a statute, ordinance, or regulation means that statute, ordinance, or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes, ordinances, or regulations.
- 21.4. All references to a time of day are references to the time in Galesburg, Illinois.

- 21.5. The words “party” and “parties” refer only to a party to this agreement named in the introductory clause.
- 21.6. No construction against drafter. Each party has participated in negotiating and drafting this agreement, so if any ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being constructed against a party because it was responsible for drafting one or more provisions of this agreement.
- 21.7. No liability of City official. No member, official, or employee of City is personally liable to Developer for any obligation under the terms of this agreement.
- 21.8. Time for performance. Time is of the essence in this agreement. If any date specified in this agreement as a date for taking action falls on a day that is not a business day, than that action may be taken on the next business day.
- 21.9. Third parties. Nothing in this agreement is intended to confer any right or remedy on any person other than City and Developer, and their respective successors and permitted assigns, nor is anything in this agreement intended to affect or discharge any obligation or liability of any third persons to City or Developer, nor to give any such third person any right of action or subrogation against City or Developer.
- 21.10. Successors in interest. This agreement is binding upon and inures to the benefit of the parties and to their respectively authorized successors, assigns, and legal representatives.
- 21.11. Notice. All notices, demands, requests, consents, approvals or other instruments required or permitted by this agreement must be in writing and must be executed by the party or an officer, agent or attorney of the party, and will be deemed to have been effective as of the date of actual delivery, if delivered personally, by overnight courier, or by electronic mail, or as of the third day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as:
- | | |
|---|--|
| <p>If to CITY:
 City Clerk
 City of Galesburg
 55 W. Tompkins St.
 Galesburg, IL 61401</p> | <p>If to DEVELOPER:
 Robert G. Senneff
 Graham Hospital Association
 210 W. Walnut Street
 Canton, Illinois 61520</p> |
|---|--|
- 21.12. Authorized representatives. From time to time, Developer shall designate an authorized representative who is responsible for communicating with City on behalf of Developer and who has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this agreement for and on behalf of Developer
- 21.13. The City Manager, or designee, has the authority to make or grant requests, demands, approvals, consents, agreements, and other action required or described in this

agreement for and on behalf of City. Any amendment must be approved by the Galesburg City Council.

- 21.14. Final agreement. This agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified through evidence of prior trade usage or a prior course of dealing. In entering into this agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this agreement. There are no conditions precedent to the effectiveness of this agreement other than those expressly stated in this agreement.
- 21.15. Surviving provisions. Any term of this agreement that, by its nature, extends after the end of the agreement, whether by expiration or termination, remains in effect until fulfilled. All duties to indemnify under this agreement survive the expiration or termination of this agreement and remain effective until the resolution or expiration of any actual or potential claims or losses subject to the duty to indemnify.

REMAINDER OF PAGE INTENTIONALLY BLANK
(Signatures Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, which is the date of the last signature below.

CITY: CITY OF GALESBURG,
ILLINOIS
A Municipal Corporation

GRAHAM HOSPITAL ASSOCIATION:
DEVELOPER
A Not-For-Profit Corporation

By:

By:

Peter Schwartzman, Mayor

Robert G. Senneff

Dated: _____

Dated: _____

Attest:

Kelli R. Bennewitz, City Clerk

Exhibit A

Dashed area denotes work associated with The Agreement.



STUDIO 483 ARCHITECTS
124 Arts Alley
Rock Island, IL 61201
309.786.9910
201 W. 2nd Street, Suite 608
Champaign, IL 61820
309.326.2555



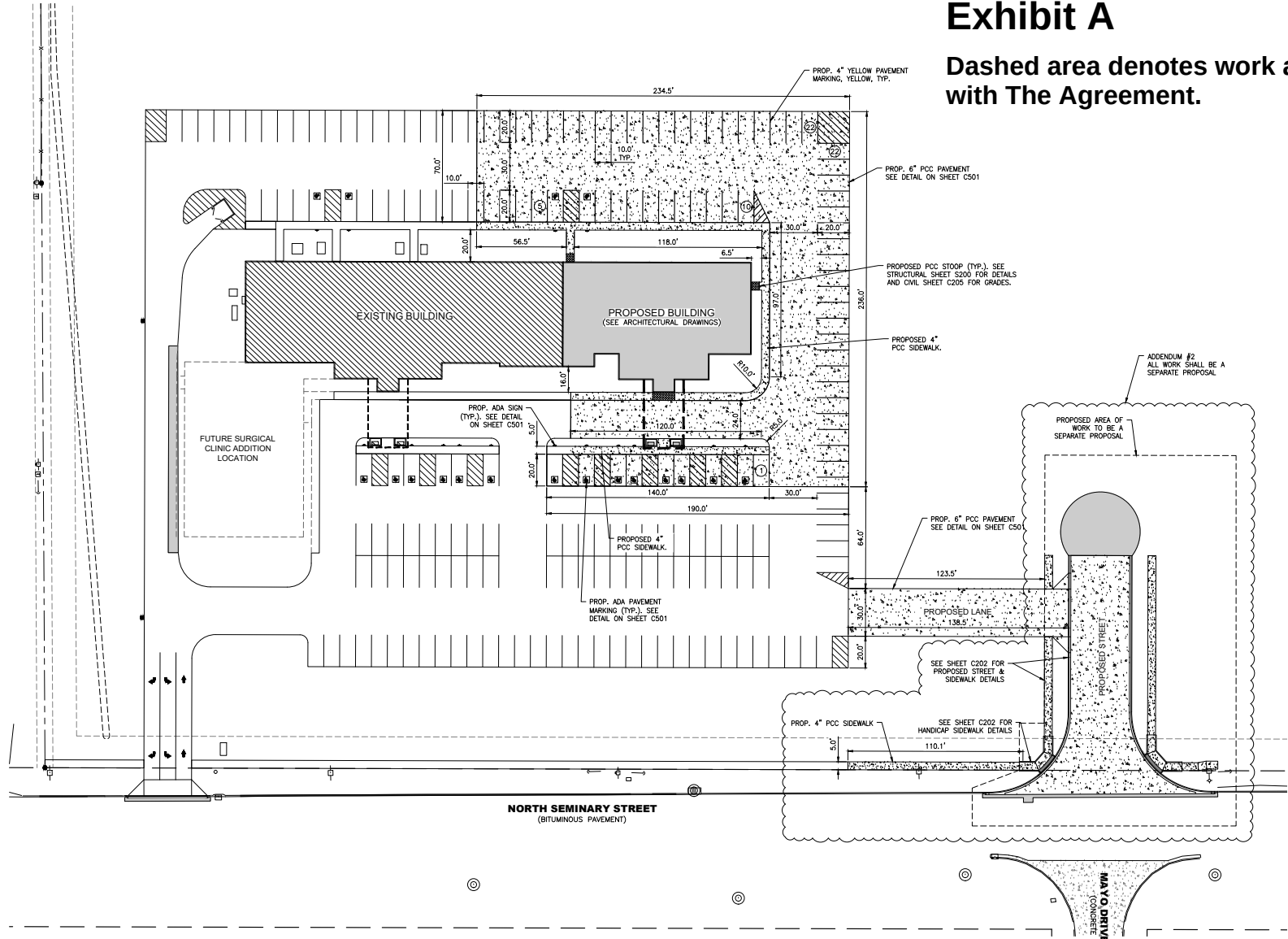
REQUIRED PARKING SPACES

PREVIOUS - PHASE 1	
5 SPACE/1000 SF	
69 REGULAR SPACES REQUIRED	
7 HANDICAP SPACES (MIN. 10% of REGULAR)	
CURRENT - PHASE 2	
5 SPACE/1000 SF	
41 REGULAR SPACES REQUIRED	
5 HANDICAP SPACES (MIN. 10% of REGULAR)	
NEW TOTAL REQUIRED PARKING	
REGULAR SPACES	110
HANDICAP SPACES	11

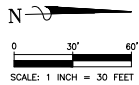
PROVIDED PARKING SPACES

PREVIOUS PHASE 1	
REGULAR SPACES:	114
HANDICAP SPACES:	8
CURRENT PHASE 2	
REGULAR SPACES:	60
HANDICAP SPACES:	10
NEW TOTAL PARKING SPACES	
TOTAL REGULAR SPACES:	174
TOTAL HANDICAP SPACES:	18

GALESBURG SEMINARY STREET CLINIC
GRAHAM MEDICAL GROUP
SEMINARY ST.
GALESBURG, IL 61401



- NOTES:**
- CONTRACTOR SHALL MAKE SURE ALL EDGES OF EXISTING PAVEMENTS ARE CLEAN OF DEBRIS.
 - CONTRACTOR SHALL INSTALL TIE BARS WHERE MATCHING INTO EXISTING CONCRETE PAVEMENT PER IDOT STANDARDS.
 - CONCRETE SHALL BE IDOT STANDARD MIXES AND APPROVED BY THE ENGINEER. CONCRETE SHALL BE TESTED BY APPROVED TESTING COMPANY PER IDOT STANDARDS.
 - ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE IDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION.
 - SIDEWALK GROOVES SHALL EXTEND TO 1/4" THE DEPTH OF SIDEWALK AND SHALL BE NOT LESS THAN 1/8" NOR MORE THAN 1/4" IN WIDTH.
 - EXPANSION JOINTS SHALL BE PLACED BETWEEN EXISTING CONCRETE AND PROPOSED CONCRETE.
 - CONTRACTOR SHALL PRESENT ENGINEER WITH A JOINTING PLAN PRIOR TO POURING CONCRETE FOR REVIEW AND APPROVAL. SIDEWALK JOINTING SHALL BE 4'-6" SPACING, PAVEMENT JOINTING SHALL BE NO MORE THAN 10' SPACING.
 - CONTRACTOR SHALL RETAIN AN INDEPENDENT TESTING FIRM TO TEST SUBBASE, AGGREGATE BASE AND AGGREGATE BASE.
 - ALL PCC SIDEWALKS, STOOPS, SLABS, AND PAVEMENT SHALL BE THE IDOT PV MIX DESIGN WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000PSI AT 14 DAYS AND SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
 - ALL DISTURBED AREAS SHALL BE GRADED SMOOTH AND THE FOLLOWING ITEMS SHALL BE COMPLETED ACCORDING TO THE CURRENT EDITION OF IDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION.
SECTION 211 - FURNISH & PLACE A MINIMUM OF 3-INCHES OF TOPSOIL
SECTION 220 - SEEDING CLASS 1
SECTION 251 - MULCHING USING METHOD 1 OR 2
 - SEE MECHANICAL AND ELECTRICAL SHEETS FOR RTU, TRANSFORMER AND GENERATOR INFORMATION.
 - SEE GEOTECHNICAL REPORT FROM IMEG DATED MAY 26, 2023 FOR INFORMATION ON EXISTING SOIL CONDITIONS, RECOMMENDATIONS FOR FILL MATERIAL AND SUBGRADE MATERIAL.



PHASE 2 PROPOSED SITE PLAN

PROJECT: 22010172.00

C201

**CITY OF GALESBURG
COUNCIL LETTER
MAY 20, 2024**

AGENDA ITEM: Settlement Agreement Pullen v. Galesburg

SUMMARY RECOMMENDATION: The City Manager, the City Attorney, and the Benefits & Risk Manager recommend approval of the settlement agreement.

BACKGROUND: This Settlement Agreement resolves the pending workers' compensation case of Mr. Pullen related to an injury sustained in November, 2020. In exchange for a release of claims, Mr. Pullen will be compensated \$40,000.00.

BUDGET IMPACT: Sufficient funds are available in the Risk Management Fund (078)

SUPPORTING DOCUMENTS:

1. Settlement Agreement

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0135917

Workers' Compensation Act **Yes**

Occupational Diseases Act **No**

Fatal case? **No**

Date of death

Scott Pullen

Employee/Petitioner

Case# **21WC019883**

v.

City of Galesburg

Employer/Respondent

Setting **Rock Island**

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Scott Pullen

Employee/Petitioner

Street address

Oquawka, IL 61469

City, State, Zip code

City of Galesburg

Employer/Respondent

55 W. Tompkins Street

Street address

Galesburg, IL 61402-1387

City, State, Zip code

State employee? **No**

Gender:

Marital status:

Dependents under age 18:

Birthdate:

Average weekly wage: **\$1,060.00**

Date of accident: **11/3/2020**

How did the accident occur? **Tree fell on front loader**

What part of the body was affected? **Man as a whole; right shoulder**

What is the nature of the injury? **Right rotator cuff tear; arthroscopic repair**

The employer was notified of the accident **orally.**

Return-to-work date: **9/28/2021**

Location of accident: **Oquawka**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **0** weeks at the rate of **\$0.00** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
<u>Disputed</u>	<u>Disputed</u>

Notes regarding temporary total disability benefits:

Wages paid

MEDICAL EXPENSES: The employer **has not** paid all medical bills. List unpaid bills in the space below.

The parties agree that all medical bills the Respondent agrees to pay have been paid prior to the approval of the contracts. Any and all additional bills and associated liens are disputed and denied and are Petitioner's responsibility.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ **N/A** as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on **N/A** regarding

TTD \$ **N/A**

Permanent disability \$ **N/A**

Medical expenses \$ **N/A**

Other \$ **N/A**

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

Since a serious dispute exists, Respondent offers and Petitioner agrees to accept the lump sum settlement amount of \$40,000.00, which represents approximately 12.578% MAW pursuant to Section 8(d)(2) of the Illinois Workers' Compensation Act. This contract represents full and final settlement of any and all claims for compensation, TTD, and medical, surgical, and hospital expenses, and any other expenses, past, present, and future, known or unknown, arising out of the alleged work-related accident described herein. This contract further represents full and final settlement of any and all claims as the result of any aggravation, exacerbation, sequelae, or residual effect of the foregoing accident up through and including the date on which this contract is approved. Petitioner further agrees that this settlement resolves any and all claims for injuries alleged to have occurred arising out of and in the course of Petitioner's employment with Respondent up to and including the date the contract is approved. The parties agree that all medical bills the Respondent agrees to pay have been paid prior to the approval of the contract. Any and all additional bills and associated liens are disputed and denied and are Petitioner's responsibility. Petitioner acknowledges that any and all liens or potential liens against this settlement, including those involving Medicare, Medicaid, the Internal Revenue Service, healthcare providers, health insurance providers or carriers, and child support enforcement, IDHS or otherwise, have been revealed to Respondent and are Petitioner's sole responsibility to resolve out of the lump sum settlement amount. Petitioner and Respondent further agree to waive the provisions of Section 8(a) and 19(h) of the Act, those provisions being the right of future medical and right of review. Petitioner represents that Petitioner has not applied for and is not currently receiving Medicare or SSDI. Respondent reserves all rights of reimbursement provided under Section 5(b) of the Act and this settlement agreement is not a waiver of Respondent's Section 5(b) rights.

The parties agree Respondent is not responsible for any future medical treatment, Medicare covered or otherwise, following this settlement as Petitioner has been released from care. The parties have considered Medicare's interests in this settlement and have determined that an allocation for future Medicare covered expenses is not required pursuant to the policy and procedure established by the CMS Memoranda to protect Medicare's interests, as required by the Medicare Secondary Payer Statute, and for reasons set forth below. At the time of this settlement, Petitioner is neither on nor eligible for either Social Security Disability or Medicare and Petitioner is not reasonably expected to become eligible for either Social Security Disability or Medicare within the next thirty (30) months. Based upon reports of Petitioner's current health care providers, his treating physicians have placed Petitioner at MMI with no indication for further medical treatment as a consequence of the alleged work injury. There are no future Medicare covered treatments or prescriptions prescribed or reasonably expected related to the injuries in this claim; therefore, no allocation is required or being established. Regardless, it is not the intention of Petitioner, Respondent, or Respondent's Carrier in this case to shift the responsibility for paying future medical expenses related to Petitioner's alleged injuries to the Federal Government. The parties have considered and protected Medicare's interests in this case. However, this settlement does not meet the current criteria for review and approval by the Centers for Medicare and Medicaid Services.

Petitioner acknowledges that Petitioner understands that if Petitioner has received any benefits, at any time, known or

unknown, from Medicare or Medicaid for any injuries or conditions, related or not to Petitioner's alleged accident, Petitioner must contact Medicare/Medicaid to resolve any lien or claim Medicare/Medicaid might have against the proceeds of this settlement. Petitioner understands that should future treatments related to this injury become necessary and CMS (Medicare) finds that a Medicare Set-aside Allocation was required and that Medicare's interests were not adequately protected, CMS (Medicare) may require Petitioner to expend up to the entire settlement amount on Medicare covered expenses related to the injury before Medicare will provide coverage for the injury. Petitioner voluntarily accepts this risk and waives any claims against Respondent and Carrier should Medicare take such action, including, but not limited to a Private Cause of Action against Respondent/Carrier under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC §1395y(b)(3)(A).

Total amount of settlement	<u>\$40,000.00</u>
Deduction: Attorney's fees	
Deduction: Petitioner's costs	
Deduction: Other (explain)	<u>\$0.00</u>
Amount employee will receive	<u>\$40,000.00</u>

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature of petitioner

Name of petitioner

Telephone number

Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

Signature of attorney
Karin Connelly

Date
00412

Attorney's name
Ridge & Downes
230 W Monroe Street
Suite 2330
Chicago, IL 60606

IWCC Code #

Firm name and address

(312) 372-8282

Telephone number

kconnelly@ridgedownes.com

E-mail address

RESPONDENT'S ATTORNEY. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

Signature of attorney

James Kelly

Date

03150

Attorney's name

James M Kelly

IWCC Code #

7817 N Knoxville Avenue

Peoria, IL 61614

Firm name and address

(309) 679-0900

Telephone number

City of Galesburg

jim@jameskellylawfirm.com

E-mail address

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: External agency funding requests for fiscal year 2024.

SUMMARY RECOMMENDATION: The City Manager and Administrative Services Manager recommend the City Council consider the requests received for city funding from external agencies and award funding to the applicants which most closely align with the established criteria, while remaining within budget.

BACKGROUND: Applications were received from 27 organizations, requesting \$247,806.00 in funding for a variety of projects, events, and services. \$135,000.00 was approved in the 2024 budget for this purpose.

Consideration was given to the overall community impact of the project, as well as additional factors including, but not limited to, the following: does the proposed project bring out-of-town guests to our community for the day, does the proposed project bring out-of-town guests to our community overnight, does the proposed project provide an event or service that improves the quality of life for our citizens, does the proposed project provide economic benefit to the community, and/or does the proposed project provide an event or service to an underserved population that would otherwise not have access to the event or service. These criteria were provided with the application, as well as the disclaimer, that whether or not to fund projects submitted for consideration is solely within the City of Galesburg's discretion and submission of a project for consideration does not obligate the city to fund any project, which is customary with grant applications. All funding applications were reviewed by the City Manager and a committee of staff members to prioritize the impact of each proposed project, prior to providing the attached recommendation.

The City of Galesburg is extremely fortunate to have a plethora of beneficial organizations within our community providing positive events, projects, and services. A glimpse of this positive work can be illustrated by the 27 applicants for city funding but is certainly not limited to these organizations. The attached spreadsheet is the recommendation for utilization of the funds available for 2024. Consideration was given to the criteria outlined above, strategic priorities of the Galesburg City Council, and optimal transitional funding for 2024 as priorities for funding are refined and implemented in 2025. All funding awarded is on a reimbursement basis, contingent upon the completion of the event or service as outlined in the grant application.

BUDGET IMPACT: There is sufficient funding available in the 2024 budget for the attached recommendation, which funds all agencies that have received funding through this process in the past at a level meeting or exceeding last year's funding award. Unused funding of \$20,000.00 will be utilized in support of the warming shelter program.

SUPPORTING DOCUMENTS:

1. Summary of Requests and Recommended Awards
2. Funding Agreement

Agency	2024 Request	2023 Award	Recommended 2024 Award
CASA of West Central Illinois	\$5,000.00	\$0.00	\$0.00
Choral Dynamics	\$2,000.00	\$1,500.00	\$1,500.00
Downtown Community Partnership	\$15,000.00	\$0.00	\$0.00
Galesburg Community Arts Center	\$28,000.00	\$0.00	\$0.00
Galesburg Community Chorus	\$4,048.00	\$3,000.00	\$3,000.00
Galesburg Heritage Days	\$10,000.00	\$8,000.00	\$10,000.00
Galesburg Lions Club - Fireworks	\$17,500.00	\$15,000.00	\$17,500.00
Galesburg Railroad Days	\$10,000.00	\$10,000.00	\$10,000.00
Galesburg Symphony	\$10,000.00	\$7,000.00	\$7,000.00
Galesburg Tourism and Visitors Bureau	\$25,000.00	\$0.00	\$0.00
Galesburg Train Show f/s GCAC	\$5,000.00	\$0.00	\$0.00
Galesburg Youth Athletic Club	\$7,500.00	\$4,000.00	\$4,000.00
Galesburg Youth Baseball League Inc.	\$5,000.00	\$5,000.00	\$5,000.00
Knox County Fair	\$12,500.00	\$5,000.00	\$5,000.00
Knox County Scenic Drive	\$2,000.00	\$1,000.00	\$1,000.00
National Stearman Fly-In	\$10,000.00	\$8,000.00	\$10,000.00
New Limited Rods of Western IL	\$5,000.00	\$3,000.00	\$5,000.00
Nova Singers	\$5,000.00	\$3,000.00	\$3,000.00
Prairie Players Theatre	\$2,500.00	\$1,000.00	\$1,000.00
Support Group for African American Affairs	\$10,000.00	\$5,000.00	\$5,000.00
The Great Balloon Race	\$12,000.00	\$6,250.00	\$10,000.00
The Salvation Army	\$6,000.00	\$4,000.00	\$4,000.00
TRoLS	\$6,758.00	\$3,000.00	\$3,000.00
United Way	\$7,000.00	\$5,000.00	\$5,000.00
USA Gymnastics State of IL	\$5,000.00	\$0.00	\$0.00
VFW - Knox County Post 2257	\$10,000.00	\$0.00	\$0.00
VNA Community Services	\$10,000.00	\$5,000.00	\$5,000.00
Total	\$247,806.00	\$102,750.00	\$115,000.00

**EXTERNAL AGENCY AGREEMENT CONCERNING
USE OF CITY OF GALESBURG GRANT FUNDS**

THIS AGREEMENT is entered into on _____, by and between the City of Galesburg, an Illinois municipal corporation, hereinafter "City", and _____, hereinafter the "Grantee".

I. PURPOSE OF FUNDING. City hereby agrees to provide funding to the Grantee for use solely for the purposes outlined in its funding request previously submitted by the Grantee, which is incorporated by reference into this agreement. Grantee hereby accepts the funding for the sole purposes listed in its said funding request and agrees that the funds provided by the City shall be used for those purposes, and no other.

II. PAYMENTS. The City will provide the Grantee with funding on a reimbursement basis, which is contingent upon the event or service being held or provided as outlined in the grant application. Payment will be processed after the conclusion of the event or service, and upon the Grantee submitting all required documentation and receipts as outlined in the award letter and grant guidelines. The request for reimbursement and all supporting documentation must be provided by the Grantee to the City prior to the end of the calendar year. The total payment by City to Grantee will not exceed the awarded grant amount.

III. LIMITATION ON THE USE OF GRANT FUNDS. Grant funds may be expended only for project purposes and activities as set forth in the grant application or as subsequently modified. A grantee's request for any modification must be made in writing and approved by City before any expenditures differing from the original grant award are paid from funds provided by City.

IV. REPORTS AND RECORDS RETENTION. The grantee shall submit to the City, before the end of the calendar year, and prior to a disbursement of funds from the City to the Grantee, a grant report and a copy of all receipts for expenses to be paid from City funds. Failure to file the report and final receipts in a timely manner will preclude the Grantee from receiving awarded funding and applying for City grants and programs in the future. Financial records must be kept for inspection and/or audit for a period of two years following the submission of said receipts. Financial records include receipts documenting actual expenditures, payroll statements, vouchers, invoices and bills, covering all receipts and expenditures of grant funds. The Grantee recognizes the right of City or its designee to make a full audit of Grantee's records relating to this grant.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 20____,

CITY OF GALESBURG, an Illinois
municipal corporation,

By: _____
Mayor

Attest: _____
City Clerk

Grantee (Print name of organization)

By: _____
Signature of representative

Print name & title

**COUNCIL LETTER
CITY OF GALESBURG
MAY 20, 2024**

AGENDA ITEM: Agreement Between City of Galesburg and Public Safety Employees' Organization (PSEO) and the 2024 Classification and Salary Schedule for personnel represented by PSEO.

SUMMARY RECOMMENDATION: The City Manager, City Attorney, and HR Manager recommend the City Council approve the amended 2024 Classification and Salary Schedule for PSEO employees and the successor collective bargaining agreement with PSEO.

BACKGROUND: The collective bargaining agreement between the City of Galesburg and PSEO expired on December 31, 2023. Over the last eight months, the parties have negotiated the terms of a successor agreement. On Tuesday, May 14th, PSEO voted to ratify the agreement negotiated between the parties.

The agreement is for a three year term. It provides a 0% cost of living adjustment in year 2024, and cost of living adjustments of 4% in years 2025 and 2026. It also provides for a new pay scale in order to optimize retention by bringing Galesburg's pay range more in-line with comparables for the mid-career officer, with an overall increase of 4% for 2024, based on current staffing. In exchange, the parties also agreed to begin employee contributions of \$39.98 per month towards the premium of health insurance for single coverage, up from \$0, and elimination of the longevity incentive awarded at five (5) years of service.

BUDGET IMPACT: Effective increase of 4%, based on current information and staffing levels, which is below the approved 2024 budget which allowed up to a 5% increase for a COLA for 2024.

SUPPORTING DOCUMENTS:

1. Redline CBA
2. Clean CBA
3. 2024 Classification and Salary Schedule for PSEO Personnel.



Style Definition: TOC 1

Style Definition: TOC 2

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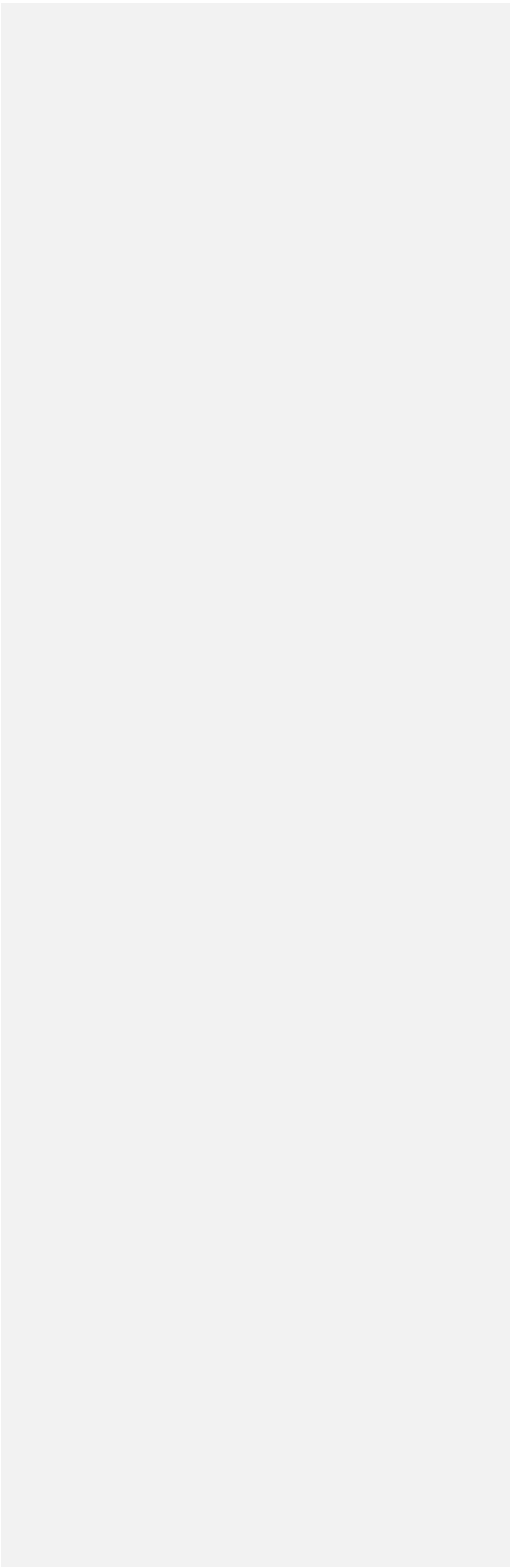
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AGREEMENT

THIS AGREEMENT is entered into this ____ day of ~~May~~, 202~~14~~, by and between the City of Galesburg, Illinois (the “CITY”) and the Public Safety Employees’ Organization (the “PSEO”).

PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City’s right and obligation to operate effectively in order to best serve the City and its residents and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment, and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE I – RECOGNITION

SECTION 1.1 PSEO RECOGNIZED

The City voluntarily recognizes the PSEO as the exclusive bargaining agent for the purpose of establishing the wages, hours and terms and conditions of employment for all non-exempt full-time permanent employees in the classification of Police Officer, but excluding supervisory, confidential, probationary and exempt employees and all elected officials or officers of the City.

SECTION 1.2 NEGOTIATIONS

Each party shall be permitted to have five (5) individuals sit on the negotiating committee provided that not more than one patrol officer and one investigator per shift shall be relieved from duty unless previously approved by the Chief of Police, and such leave shall not interfere with any emergency services.

ARTICLE II – PSEO RIGHTS

SECTION 2.1 DUES DEDUCTIONS

While this Agreement is in effect, the City will deduct twice per month one-half (1/2) the regular monthly PSEO dues for each employee in the bargaining unit for whom there is on file with the City a voluntary effective checkoff authorization as per Appendix A attached. The amounts so deducted shall be forwarded upon each deduction to the appropriate officer of PSEO. The PSEO

may change the fixed uniform dollar amount which shall be considered the regular PSEO dues once each year during the life of this Agreement. The PSEO will give the City thirty (30) days' notice in writing of any such change in the amount of uniform dues to be deducted. The PSEO authorization is revocable by an employee submitting a notice in writing to the City Manager's Office with a copy to the PSEO.

SECTION 2.2 PSEO INDEMNIFICATION

The PSEO shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. Each party agrees to refund to the other any amounts paid in error on account of this dues deduction provision within ten (10) days of notification.

SECTION 2.3 PSEO ACCESS

One PSEO representative may have access to the premises of the City during a labor dispute in order to help resolve a problem. In order to receive access, the representative must first advise the appropriate supervisor.

ARTICLE III – MANAGEMENT RIGHTS

SECTION 3.1 ENUMERATED RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, the right to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the City; to determine the methods, means and number of personnel needed to carry out the department's mission; to direct the working forces; to establish the qualification for employment, to hire, assign or transfer employees within the department for other related functions; to promote, suspend, discipline or discharge, to lay off or relieve employees due to lack of work, funds or for other legitimate reasons; to make, publish, alter and enforce department rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the Mayor, the City Manager or Acting City Manager provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 3.2 DETERMINATION OF AUTHORITY

If, at the sole discretion of the Mayor or ~~their~~^{his} designee, it is determined that extreme civil emergency conditions exist, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the PSEO, or the next highest officer of the PSEO, the nature of the emergency.

SECTION 3.3 AUTHORITY FOR APPOINTMENTS

Both the City and the PSEO recognize and accept the authority of the Board of Fire and Police Commissioners as specified at 65 ILCS 5/10-2.1-1, *et seq.*, with respect to the conduct of examinations, original appointment, promotions or conduct of hearings on charges, of applicants for and/or commissioned police officers of the City of Galesburg, Illinois.

ARTICLE IV – NON-DISCRIMINATION

SECTION 4.1 EMPLOYMENT POLICY

Neither the City nor the PSEO shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable federal or state laws because of race, creed, color, national origin, disability, age, sex, veteran's status, genetic information, gender identity, or sexual orientation.

SECTION 4.2 AGE REQUIREMENT

All employees shall be retired at an age outlined in the Illinois State Statutes.

SECTION 4.3 EMPLOYEE DISCRIMINATION

Neither the City nor the PSEO shall interfere with the right of employees covered by this Agreement to become, or not become, members of the PSEO and there shall be no discrimination against any such employees because of lawful PSEO membership or non-membership activity or status.

SECTION 4.4 RESPONSIBILITY OF PSEO

The PSEO recognizes its responsibility as bargaining agent.

SECTION 4.5 HIRING PRACTICE

Only one person from a family shall be initially or subsequently employed as a permanent employee by the City in the same department or division so that they would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a parent, sibling, spouse, and child. The word "spouse" shall include civil partners.

SECTION 4.6 GENDER

~~Wherever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.~~

ARTICLE V – GRIEVANCE PROCEDURE

SECTION 5.1 DEFINITION

A grievance shall be defined as a dispute arising between the parties during the term of this Agreement concerning a violation, or alleged violation, application or interpretation of this Agreement.

SECTION 5.2 TIME LIMIT

A grievance must be filed within ten (10) calendar days of its occurrence. All grievances arising out of a safety dispute must be filed within ten (10) calendar days from the Labor-Management Meeting when the dispute was presented, pursuant to Article VIII herein.

SECTION 5.3 SCOPE

Should any employee, or the union, desire to present a grievance, such grievance shall commence at Step One. Any non-PSEO member may initiate and handle ~~their~~^{his} own grievance without the assistance and/or involvement of the PSEO.

SECTION 5.4 PROCEDURE

Step One. An employee or the PSEO having a grievance shall meet with the immediate supervisor directly involved. The supervisor shall give an oral answer within ten (10) calendar days after such presentation.

Step Two. If the grievance is not settled in Step One and the employee and/or PSEO wish to advance the grievance to Step Two, it shall be referred in writing to the immediate supervisor directly involved within ten (10) calendar days after the supervisor's oral answer to Step One and shall be signed by the PSEO representative and the aggrieved employee when applicable. The written grievance shall contain a complete statement of the fact, the provision or provisions of this Agreement which the City is alleged to have violated, misapplied and/or misinterpreted and the relief requested. Within ten (10) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved officers, when applicable, the Shift Commander(s), if applicable, the ~~Deputy Chief~~^{Captain of Field Operations} and the PSEO Representative, when applicable. If no settlement is reached, the ~~Deputy Chief~~^{Captain of Field Operations} shall provide a written answer within ten (10) calendar days following the meeting.

Step Three. If the grievance is not settled in Step Two and the officer and/or the PSEO wish to appeal the grievance to Step Three, it shall be referred in writing to the Chief of Police within ten (10) calendar days after the ~~Deputy Chief's~~^{Captain's} answer in Step Two and shall be signed by the PSEO representative and the aggrieved Officer, when applicable. Within ten (10) calendar days of receipt, the Police Chief shall schedule a meeting with the ~~Deputy Chief~~^{Captain} and/or Shift Commander, the officer, and the PSEO representative, when applicable. If no settlement is reached, the Police Chief shall give the City's written decision to the PSEO or the aggrieved officer, when applicable, within ten (10) calendar days following their meeting.

Step Four. If the grievance is not settled in Step Three and the Officer and/or the PSEO wishes to appeal the grievance to Step Four, it shall be referred in writing to the City Manager within ten (10) calendar days from the Chief's decision in Step Three, and shall be signed by the aggrieved officer and the PSEO representative, when applicable. The City Manager shall schedule a meeting within ten (10) calendar days with the aggrieved officer, if applicable, the Police Chief, the Deputy Chief/Captain and/or Shift Commander, the Personnel Officer and the PSEO representative and/or attorney, when applicable. The City Manager shall render theirhis decision in writing within ten (10) calendar days following the meeting. If the matter is not resolved, then the grievance shall be eligible for consideration at the next step.

SECTION 5.5 ARBITRATION

A. Filing. If the grievance is not settled in accordance with the foregoing procedure, a non-PSEO member or the PSEO may refer the grievance to binding arbitration by forwarding to the City Manager a written notice of intention to proceed to arbitration within ten (10) calendar days after the receipt of the Step Four response. Upon receipt of such notice, the parties shall jointly request the State Labor Relations Board or a similar body to submit a panel of five (5) arbitrators with the appropriate background and experience. Either party may reject one (1) entire panel. Upon receipt of the list of five (5) nominees, the party requesting arbitration shall strike the first name, the other party the second and thereafter the parties shall proceed to alternately strike one name at a time from the list until only one name remains. The nominee whose name remains shall be the arbitrator who shall resolve the grievance. The arbitrator shall be notified of theirhis selection by a joint letter from the parties requesting that the arbitratorhe set a time and a place subject to the reasonable availability of the parties. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

B. Arbitrator's Authority. The arbitrator shall act in a judicial not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. TheyHe shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to themhim. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit theirhis written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

C. Arbitrator's Decision. The decision of the arbitrator may be enforced at the insistence of either party or of the arbitrator in the Circuit Court of Knox County, Illinois. If, in the event the arbitrator violates Section 5.5B, either party may file for judicial review in the Circuit Court of Knox County, Illinois.

D. Arbitration Costs. The fee and expenses for the arbitrator's services shall be borne equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

E. Compensation. One PSEO representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

SECTION 5.6 TIME EXTENSION

Extensions of time will be permissible when one of the parties cannot reasonably attend a scheduled meeting.

ARTICLE VI – NO STRIKE AND NO LOCKOUT

SECTION 6.1 NO STRIKE

During the term of this Agreement, neither the PSEO nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a work stoppage, strike or any other intentional interference with the work or statutory functions or obligations of the City.

SECTION 6.2 NO LOCKOUT

During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

SECTION 6.3 PSEO RESPONSIBILITY

In the event of a violation of Section 6.1 of this Agreement, the PSEO agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Section 6.1 to return to work.

SECTION 6.4 PENALTY

The City may file charges with the Board of Fire and Police Commissioners to discharge and/or discipline any employee who violates Sections 6.1 or 6.3, and the PSEO will not resort to the grievance procedure on such employee's behalf.

SECTION 6.5 MANAGEMENT RESPONSIBILITY

Nothing contained herein shall preclude the parties from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII – HOURS OF WORK AND OVERTIME

SECTION 7.1 NO GUARANTEE

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

SECTION 7.2 NORMAL WORKWEEK/WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek shall ~~be fourteen (14) calendar days and shall consist of eighty-four (40)(84) hours of regularly scheduled work per departmental calendar week~~ and such additional time as may, from time to time, be required. ~~The normal departmental workweek shall consist of five (5) eight-hour (8-hour) workdays in a seven-day (7-day) period. The FLSA work period is currently fourteen (14) days but is subject to change as per the FLSA guidelines.~~

The Departmental patrol shift schedule is as follows:

First shift 0700-15900, second shift 15900-07002300, ~~third shift 2300-0700~~ with officers assigned to report one hour early for the early or “early car” shift at 0600 first shift, ~~and 18001400 second shift, and 2200 third shift.~~

Should the City decide to change the Departmental patrol shift schedule set forth above, the City will notify the union at least sixty (60) days in advance of the proposed change and will give it the opportunity, upon request, to bargain about the changes and reasons for them with the City before such changes are implemented. Any impasse in bargaining under this Section shall be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act. This notification and bargaining obligation shall apply only to changes in the Departmental patrol shift schedule, and shall not apply to changes in the shift schedules of individual officers, which are covered by Section 7.3 below.

Notwithstanding the notification and bargaining obligation set forth above, the City retains the right to determine the number of officers assigned to each of the shifts, including the early car shifts.

SECTION 7.3 OVERTIME

~~The regular hourly rate of pay will be paid for all time worked up to and including eighty-four (84) hours in a work period.~~ Time and one-half the regular rate of pay will be paid for all authorized time worked as verified by the employee’s supervisor in excess of ~~forty (40) eighty-four (84) hours in a work period~~any one departmental calendar week, or in excess of ~~eight (8) twelve (12) hours in any one day~~ when such time is required to be worked by the City. The City shall compute overtime compensation on base pay, longevity pay and schooling pay. Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the same pay period. With regard to overtime, each officer shall:

- (1) Be allowed to accumulate a bank up to one hundred sixty (160) hours of compensatory time.
- (2) Be allowed to carry over into the next fiscal year one hundred sixty (160) hours maximum. Payment up to ~~eighty (80)~~ eighty-four (84) hours may be requested by the employee ~~as of the first pay period in November of~~ each year of this Agreement. All hours in excess of one hundred sixty (160) hours shall be paid in the pay period in which the excess hours were earned.
- (3) Be scheduled time off, as directed, for any hours in lieu of overtime if maximum compensatory hours are accumulated.
- (4) Be allowed to use compensatory hours as per approval of the department or division head or ~~their~~ his authorized representative. All hours used shall be in even hourly increments only.

SECTION 7.4 CALLBACK PAY

An employee called back to duty outside ~~their~~ his normal duty schedule, and not immediately preceding or following ~~their~~ his regular duty schedule, shall be guaranteed a minimum of two (2) hours work at the overtime rate of pay.

SECTION 7.5 STANDBY PAY

Any officer, including a detective scheduled for standby, who is required by assignment or directive of the Chief or ~~his~~ their designee to remain, while otherwise not actively on duty, within a specific geographic area for a specified period of time, who is required to respond to a call to report for duty, and who is required to be "fit for duty" pending such a call shall be paid thirty dollars (\$30.00) for each twenty-four hour (24-hour) day that ~~they~~ he is ~~are~~ assigned to standby under this provision.

The City reserves the right to schedule detectives and other officers for standby and to make changes in the standby schedule. The standby schedule for the patrol division will consist of a Pre-Planned Standby Schedule and an Emergency Standby List.

The Pre-Planned Standby Schedule will be completed on a monthly basis where each platoon will pre-plan volunteered standby dates for each platoon member throughout the entire oncoming month regardless of the determined need, or knowledge of the need for a standby officer for those dates.

The Pre-Planned Standby Schedule will be filled starting with the most-senior officer on each platoon picking a date for volunteer standby and will continue in order of seniority (highest to lowest). This will continue for two rounds (of the complete roster picking volunteer standby dates), and each officer will pick to voluntarily be available for standby on at least one "weekend date" (Friday, Saturday, or Sunday) after the two rounds of choosing. If a third round of volunteer picks are needed to fill the Pre-Planned Standby Schedule for the oncoming month, then the third round will start in reverse senior order (lowest to highest).

The Emergency Standby List will be a separate standby list that refers to emergency standby status designation that was not already scheduled by the Pre-Planned Standby Schedule. If there are no

volunteers for the emergency standby, then an officer will be assigned to standby status by the Chief or their designee based on the Emergency Standby List. The officer with the least amount of seniority for each platoon will begin the list with the subsequent officers on each respective list being listed in seniority order (lowest to highest). Once an officer is designated to standby status from the Emergency Standby List, said officer will then move to the bottom of the list. Any officer who volunteers and works an Emergency Standby shift will be moved to the bottom of the Emergency Standby List.

The compensation for standby shall be paid with the wages for the pay period in which the standby pay was earned.

SECTION 7.5A ON CALL PAY

The City will administer "on call" pay as per the provisions of the Fair Labor Standards Act.

SECTION 7.5B CALL-IN/HOLDOVER

An employee required to report early or remain past their normal duty schedule shall be credited for their actual hours worked at the appropriate rate of pay. Such a call-in/holdover shall not constitute a call-back and is not subject to the two (2) hour call-back provision outlined in Section 7.4.

SECTION 7.6 ESSENTIAL OVERTIME

All officers are required to report to or remain on duty as instructed by the Galesburg Police Department.

SECTION 7.7 REST PERIODS

All employees shall receive a fifteen-minute (15-minute) rest period subject to department working conditions during each four-hour (4-hour) period. The rest period shall be granted by the officer's supervisor as ~~they~~^{he} deems appropriate. During work beyond the normal eight-hour (8-hour) ~~day~~ or twelve (12) hour day, officers shall receive their breaks in the same intervals as described above.

SECTION 7.8 MEAL PERIODS

All patrol officers and detectives shall be granted a paid ~~twenty-minute (20-minute)~~ thirty (30) meal period during each ~~eight hour (8-hour)~~ work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

SECTION 7.9 TIME-TRADING

All patrol officers covered by this Agreement may trade with other patrol officers subject to the following conditions:

- a. The trading of time is done voluntarily by the officers and not at the request of the

- employer.
- b. The trade is not made for reasons related to the employer's business operations but is due to the officer's desire or need to attend to a personal matter.
- c. All trading is subject to the approval of the Chief of Police or ~~their~~his designee.
- d. Time trading shall be limited to ~~sixteen (16) twenty-four (24)~~ hours per month in increments no less than four (4) hours. No officer shall work more than ~~twelve (12)~~ sixteen (16) hours straight for the purposes of time trading.

SECTION 7.10 COURT TIME PAY

An officer required to appear in court in the performance of ~~their~~his official duties, outside ~~their~~his normal duty schedule shall, be compensated in accordance with Sections 7.4 and 7.5B. If the meeting or court appearance exceeds two (2) hours, the officer shall receive overtime compensation (time and one half) for the actual time spent by the officer in excess of that two hour minimum.

SECTION 7.11 NO DUPLICATION

There shall be no duplication in the computation of overtime, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other pay more than once for the same hours worked.

ARTICLE VIII – SAFETY

SECTION 8.1 COMPLIANCE WITH LAWS

The City agrees to comply with all known State and Federal laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such officers shall comply with all safety rules and regulations established by the City.

SECTION 8.2 OFFICER SAFETY

The Galesburg Police Department agrees with the concept of officer safety and in that regard will agree to make every reasonable effort to contribute to the safety of all officers through appropriate training/education in support of normal police operations.

SECTION 8.3 EQUIPMENT MAINTENANCE

The Galesburg Police Department agrees that all equipment under the control of the Galesburg Police Department, including vehicles, shall be maintained so as to comply with known safety requirements as specified by state law for the protection of officers.

The PSEO agrees that all officers must use their assigned equipment in a responsible manner which includes, but is not necessarily limited to, the proper use and operation of all equipment and the prompt, written reporting of any observed maintenance problem or needed repair to the officer's immediate supervisor who shall have the responsibility to determine what action, if any, should be

taken.

SECTION 8.4 LABOR-MANAGEMENT MEETINGS

Representatives of the PSEO, not to exceed three (3) in number, and the City shall meet at mutually-agreed-upon times to discuss matters of mutual concern. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are in fact meetings and not “negotiations”. If a written agenda cannot be developed, then no meeting will be held. Disputes concerning Article VIII must go through the Labor-Management meeting prior to any grievance proceeding.

ARTICLE IX – SENIORITY

SECTION 9.1 DEFINITION

Seniority shall, for the purposes of this Agreement, be defined by an employee’s length of continuous departmental service since the date of hire with the department in a position covered by this Agreement.

SECTION 9.2 APPLICATION OF SENIORITY

In the application of seniority for layoffs and recalls, the City will abide by the provisions of the Illinois State Statutes for employees covered by this Agreement. Promotions shall be governed by applicable Board of Fire and Police Commissioners Rules. Seniority with respect to vacation leaves shall be as contained in Article XV. Upon the initial posting/pick of vacations only when time off scheduling and seniority are in conflict, seniority shall prevail insofar as possible and upon approval of the Chief of Police or his authorized representative.

SECTION 9.3 TERMINATION OF SENIORITY

Seniority and the employment relationship may, at the City’s discretion, be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of applicable Illinois Statute, or (d) is discharged. The parties agree the following reasons, among others, constitute a cause to file for discharge when an employee (1) is absent for three (3) consecutive workdays without notifying the Chief of Police or Shift Supervisor, (2) is laid off and fails to notify the Board of Fire and Police Commissioners of his intention to return within three (3) City business days, exclusive of holidays, after receiving notice of recall or fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence. The Chief of Police shall advise the Board of Fire and Police Commissioners in writing of all such personnel transactions.

SECTION 9.4 PROBATIONARY PERIOD – NEW EMPLOYEES

All new officers shall be considered probationary employees until one year after they begin the Department’s field training program. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the

employee fails to maintain adequate performance evaluations during this period or otherwise displays any trait or conduct which would not be in the best interests of law enforcement, ~~they~~he may be dismissed.

An extension of the probationary period shall be granted only upon mutual written agreement by both parties of the employee and the Police Chief or their designee. However, the City retains the right to terminate an employee if they fail to meet the standards of the job.

SECTION 9.5 SENIORITY ROSTER

The City shall maintain a seniority roster noting the date of hire and current classification of each bargaining unit employee. The PSEO shall be provided with a copy of the seniority roster once per year. Any objection to the seniority roster as provided by the City Manager's Office shall be reported in writing to the City Manager's Office within fifteen (15) workdays of the date of deliverance of the seniority roster.

SECTION 9.6 SAME DAY HIRES

Seniority shall be computed from the date of appointment. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the respective appointment list shall have greater seniority.

SECTION 9.7 LAYOFF AND RECALL

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall ordinarily be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period and (b) in the event of further reduction in force, employees covered by this Agreement will be laid off in the inverse order of their departmental seniority as governed by Illinois State Statutes.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given two (2) weeks' notice of recall unless an extension is granted in writing by the Chief of Police. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the PSEO. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee – it being the obligation and responsibility of the employee to provide the Chief of Police with ~~their~~his latest mailing address.

SECTION 9.8 RESIGNATIONS

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of ~~their~~his intention to resign. No employee may take time off during the last two (2) weeks of his employment unless approved prior to the notice of intention to resign. The City Manager is given the discretion of waiving the provisions of this notice should unforeseen

circumstances warrant.

ARTICLE X – FILLING OF VACANCIES

SECTION 10.1 PERMANENT VACANCY

For the purposes of this Article, a permanent vacancy is created when the City Manager, upon notification by the Chief of Police, determines to increase the work force and to fill a new position or when any of the following personnel transactions take place in the bargaining unit and the City Manager, upon request of the Chief of Police, determines to replace the previous incumbent: resignations, terminations, promotions or demotions.

SECTION 10.2 METHOD OF FILLING VACANCIES

All vacancies covered by this Agreement will be filled as per the current practice of the Board of Fire and Police Commissioners.

ARTICLE XI – EMPLOYEE DISCIPLINE

SECTION 11.1 DISCIPLINARY ACTIONS

The Chief of Police may discipline or file charges to discharge any police officer. Disciplinary actions and personnel actions shall be in accordance with applicable laws including those pertaining to the Board of Fire and Police Commissioners or as otherwise set forth in this Agreement.

SECTION 11.2 CORRECTIVE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

SECTION 11.3 DISCIPLINARY MEETING

If an alleged violation falls within the scope of the Board of Fire and Police Commissioners' jurisdiction, all disciplinary meetings shall be conducted as per the current "Uniform Peace Officers' Disciplinary Act" of the State of Illinois. The parties agree that such proceedings and decisions thereof shall not be subject to the grievance procedure. If the alleged violation is outside the Board of Fire and Police Commissioners' jurisdiction, such disputes shall be subject to the grievance procedure. All such decisions rendered by either the City or the Board of Fire and Police Commissioners shall be mutually exclusive.

ARTICLE XII – PERSONNEL FILES

SECTION 12.1 MAINTENANCE

The commander of the Galesburg Police Department's Staff and Services Division shall keep a departmental personnel file for each officer currently appointed to the department. The City Manager's Office shall also retain a "Central File" for each officer currently appointed to the department. Supervisors may also retain a working file for officers currently assigned to their command. This file will contain job-related information which would be beneficial to the supervisory personnel when completing an officer's performance evaluation.

Upon request of the officer, any written warning retained in the central file may be removed after a four-year (4-year) period providing that there has been no recurrence of the conduct which led to that written warning.

As of the effective date of this Agreement, the material maintained in the central file shall be the only material which may be used as the basis of disciplinary action directed toward any officer.

All files referenced above shall be considered and treated as confidential.

SECTION 12.2 INSPECTION

Upon appropriate written request to the City Manager's Office or the commander of the Galesburg Police Department's Staff and Services Division, an employee may inspect either or both of ~~their~~his personnel files (the departmental file and the central file) within seven (7) working days subject to the following: inspection shall occur during normal working hours and at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two (2) such requests per year.

SECTION 12.3 NOTIFICATION

Employees shall be notified when a formal written warning is placed in their personnel file and shall be given a copy of such warning.

SECTION 12.4 REBUTTALS

An officer may file a written rebuttal concerning any non-confidential material in ~~their~~his personnel file.

ARTICLE XIII – EVALUATIONS

All officers shall be entitled to and provided with a periodic evaluation of their job performance. The Chief of Police shall ensure that the evaluations, by the forms utilized and the methods used by the immediate supervisor, remain equitable for all officers so evaluated.

The Officer Performance Evaluations shall be completed annually for each officer. ~~on or near that officer's anniversary date with the Galesburg Police Department~~

The evaluation shall be discussed with the officer and each officer shall be given a copy immediately after completion of the evaluation and shall sign the evaluation as recognition of

having read it. An officer may submit a written rebuttal to said evaluation.

ARTICLE XIV – PERSONAL DAYS

Each officer shall receive credit for ~~four (4) paid days~~ thirty-six (36) hours of paid-leave off each fiscal year for personal reasons. A personal day must be scheduled with or approved by the officer's immediate supervisor a minimum of ~~one (1) working day~~ twenty-four (24) hours before it is used. If an officer arrives on duty and manpower permits, ~~the officer~~ he may take that day as ~~a his~~ personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. If at the end of the fiscal year an officer has unused personal days to ~~their~~ his credit because one or more requests for use of a personal day has been denied in writing by supervision, then ~~they~~ he shall be paid for any such credited but unused personal days within thirty (30) days of the close of that fiscal year. Personal day hours are earned and shall be posted January 1st of each fiscal year.

ARTICLE XV – VACATIONS

SECTION 15.1 VACATION ACCUMULATION

Officers covered by this Agreement shall accrue paid vacation leave up to the maximum accumulation specified herein as of their respective anniversary date. Bi-weekly accrual rates shall be determined by dividing all vacation hours including vacation in lieu of holiday by twenty-six (26). The accumulation (sections a, b, c, and d) includes ~~the extra day's~~ additional vacation in lieu of City-observed holidays ~~as stated in Section 15.3~~.

- A. Zero (0) years through the sixth (6th) year (72 months) of continuous employment, the accrual shall equal ~~one hundred sixty (160)~~ one hundred eighty (180) hours per year, or ~~6.15386.923~~ hours bi-weekly.
- b. Beginning the seventh (7th) year, (73 months) and through the thirteenth (13th) year (156 months) of continuous employment, the accrual shall equal ~~two hundred (200)~~ two hundred sixteen (216) hours per year or ~~7.69238.3077~~ hours bi-weekly.
- c. Beginning the fourteenth (14th) year (157 months) and through the twenty-first (21st) year (252 months) of continuous employment, the accrual shall equal ~~two hundred forty (240)~~ two hundred sixty four (264) hours per year or ~~9.2307~~ 10.1538 hours bi-weekly.
- d. Beginning the twenty-second (22nd) year (253 months) of continuous employment, the accrual shall equal ~~two hundred eighty (280)~~ three hundred (300) hours per year, or ~~10.769211.5385~~ hours bi-weekly.

Vacation shall be taken the year following its accrual except as provided herein or upon written permission of the Chief of Police.

Paid time off provided through this collective bargaining agreement in the form of vacation is understood and agreed between the Parties to satisfy Illinois' Paid Leave for All Workers Act

(“PLAWA”), 820 ILCS 192/1 et seq. in the event that PLAWA is determined to preempt Galesburg’s Home Rule authority.

SECTION 15.2 ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 15.1, an officer must have full-time status and have been employed by the City for one (1) year. Employees may not be granted vacation leave if it will result in a negative balance on the books unless approved by the Chief of Police.

SECTION 15.3 VACATION SCHEDULING

Vacation shall be scheduled at times most desired by each officer provided, however, the final right to designate the vacation period is exclusively reserved to the City. ~~One week~~Forty-eight (48) hours of annual vacation may be taken in single day multiples. Each officer affected by the vacation time in lieu of holiday provision may take ~~his~~ vacation leave with pay consecutively subject to scheduling availability. ~~Each officer affected by the above provision will receive an extra ten (10) days of vacation in lieu of one (1) paid day off annually for his birthday and for nine (9) paid holidays annually (New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day).~~

SECTION 15.4 MAXIMUM ACCRUAL

Vacation may be accumulated up to a maximum of 280 hours as of January 1 of the calendar year. During January of each calendar year, the City will perform an administrative review of each officer’s accumulated vacation. If that review determines that any officer’s accumulated vacation exceeds 280 hours, that accumulated vacation total shall be reduced to 280 hours. Each officer is expected to monitor ~~their~~his accumulated vacation and to request such vacation time as may be needed to reduce ~~their~~ his accumulated vacation total to 280 hours prior to January 1. Officers may also sell back forty hours of vacation time per fiscal year at the officer’s then current rate of pay, ~~and have the monies deposited into their ICMA deferred compensation account.~~ This option of vacation time sell back shall only be available to officers who have at least 140 hours of currently accrued accumulated vacation.

SECTION 15.5 SEPARATION

Upon termination, each covered employee shall be paid all accumulated hours of earned vacation as determined by the official City records maintained by the Finance Department. Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

SECTION 15.6 RETIREMENT, RESIGNATION

~~Upon retirement or resignation with 20 years or more of service, each covered employee may be paid up to a maximum of two hundred eighty (280) hours of earned vacation as determined by~~

~~the official City records.~~

ARTICLE XVI – LEAVES

SECTION 16.1 GENERAL LEAVE OF ABSENCE

Bargaining unit employees shall submit requests for paid or unpaid leave of absence in writing to the Chief of Police for review by the City Manager. The City Manager may grant the request for such leave of absence for good and sufficient reason and shall, at ~~their~~^{his} discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. The Chief of Police may recommend vacation, injury/workers compensation and/or sick leave with pay.

SECTION 16.2 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

SECTION 16.3 JURY DUTY LEAVE

Any officer ~~shall~~^{may} be granted a leave of absence with pay if called for jury duty, on a regularly scheduled work day for the officer. Since it is not the intention of the City that an officer receive more compensation for jury duty than ~~they~~^{he} would if ~~they~~^{he} were performing ~~their~~^{his} normal duties, the officer agrees to turn in the jury check to the City when received. an amount equal to the jury duty may be deducted from his City pay. ~~The officer may request in writing that the Finance Department not deduct jury pay and then turn in the jury check to the City when received.~~

SECTION 16.4 SICK LEAVE

In the event an officer is unable to work by reason of illness, off duty injury or pregnancy, the City may grant paid sick leave to officers with accumulated sick leave available.

- a. Sick Leave Accumulation: Permanent employees covered by this Agreement may accumulate sick leave at the rate of eight (8) working hours per month to a maximum of 1700 working hours.
- b. Eligibility: In order to be eligible for paid sick leave, each officer covered by this Agreement agrees to:
 - (1) Report promptly and daily to the Chief of Police or shift supervisor the reason for ~~the~~^{his} absence unless extended by a physician in writing for specific time of absence prior to returning to work.
 - (2) Use sick leave only for personal sickness, injury or exposure to a contagious disease except for point 3 below and to bear the burden of proof of such sickness if required by the City.

(3) May also use sick leave with pay for absences necessitated by illness, injury, ~~death~~ or exposure to contagious disease by a member of ~~their~~his immediate family. The presence of the officer must be actually and immediately required for bona fide serious circumstances or emergencies, as determined by the Chief of Police and absences from duty shall not exceed the period of actual need.

(4) In the event of death in an employee's immediate family, the employee shall be permitted to use sick leave for a period of three (3) scheduled working days.

Immediate family is defined as the following relation to the employee or ~~their~~his spouse: spouse, parent, step-parent, sibling, child, step-child, ~~aunt, uncle,~~ grandparent, and grandchild. The word "spouse" shall include civil partners. If an employee's sick leave hours fall below zero, ~~they~~he ~~are~~is no longer eligible for sick leave pay.

- c. Routine Care: With prior approval and sufficient notice, leave for routine (less than four hours) doctor, dental or other medical appointments shall be charged to the officer's regular and/or accumulated sick leave in one-hour (1-hour) multiples for the period the officer is off work.
- d. Certification: If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any officer requesting paid sick leave to furnish substantiating evidence or a statement from ~~their~~his attending physician certifying that absence from work was required due to medical reasons. Any officer who is sick for more than three (3) consecutive days may be required to secure and submit a physician's release certifying that ~~they~~he ~~are~~is fit to return to work. This release must be submitted to the Chief of Police before the officer will be permitted to return to work.
- e. Sick Leave Bonus: Officers will be given one (1) day's pay (~~812~~ hours) one (1) time per calendar year when the employee provides the required proof that they have undergone an annual wellness physical examination as provided by the health plan wellness benefit.

The form for medical documentation may be taken to and completed by the attending provider. Once the employee submits the form to the City Manager's office the incentive pay will be paid on the next following payroll. An Explanation of Benefit (EOB) from employee's health plan administrator showing wellness services received by the employee will also be an accepted form of proof of services. The incentive pay will not count as time worked in calculation for overtime pay. ~~for each consecutive six (6) months' service (January through June and July through December) in which no sick leave was taken.~~

- f. Sick Leave Payout: All officers covered by this Agreement, upon separation from the City with a minimum of twenty (20) years of continuous service, or electing to retire under the provisions of the City's Police Pension Fund, shall be entitled to receive payment in the amount of 30% of one thousand one hundred twenty (1120) sick leave hours maximum ~~they~~he may have on the official City records in the Finance Department at the time of separation or retirement, to be paid at the actual hourly rate of pay. This applies to retirement and separation with a minimum of twenty (20) years of continuous service, and does not involve separation from City service for any other cause or disability leave.

SECTION 16.5 WORKERS COMPENSATION

5 ILCS 345 is incorporated into and made a part of this Agreement.

All injuries must be reported in writing as soon as possible or within three (3) days by the officer or ~~their~~^{his} supervisor in order to be eligible for injury leave and also the workers compensation benefits as provided by the City. The officer shall be responsible for causing a report by the attending physician to be submitted to the Risk Manager each time that the officer is examined by the attending physician and every thirty (30) days thereafter. The Risk Manager shall provide forms to the officer for this purpose. Because the payments for workers compensation benefits are not earnings subject to Federal or State taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the officer will receive a check for workers compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Illinois Workers' Compensation Commission. No deductions of any kind shall be made from this payment. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the officer will receive a check in an amount equal to the difference between the officer's regular bi-weekly salary and the amount paid as workers compensation benefits per (1) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds of course take precedence over voluntary deductions such as credit union or union dues., etc.

SECTION 16.6 DISABILITY LEAVE

If an officer becomes disabled as a result of illness, on or off duty injury or pregnancy and is disabled from performing ~~their~~^{his} duty, and if the disability persists for one (1) month or more, the officer may be eligible to receive disability benefits under the police pension fund. Such disability shall be considered disability leave and such officer may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent medical authorities that the officer will be permanently disabled, the officer must apply for a disability pension upon the request of the Chief of Police to the City Manager. Once an officer has been on leave for thirty (30) months or more, ~~the officer's~~^{his} status as a municipal employee will be governed by current Illinois State Statutes. No officer will be allowed to return to work without a written release from the attending physician.

SECTION 16.7 LEAVE OPTIONS

Officers shall have the option of using earned accrued sick leave, workers' compensation leave or disability leave as provided by the police pension fund for leaves under this section, provided that leaves shall not be taken concurrently (only one of the three types may be taken at any one time).

SECTION 16.8 BENEFITS WHILE ON LEAVE

This section addresses seniority, sick leave, vacation and employment credits while an officer is on a paid and unpaid leave of absence. Insurance benefits while on leave of absence are addressed in Section 18.4 and 18.4A.

- (1) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and rate prescribed in this contract when an officer is on sick leave (including pregnancy and off-duty injury); such accrual shall continue until all accumulated sick leave has been expended.
- (2) Seniority, sick leave, vacation and employment credits shall continue to accrue in the manner and rate prescribed in this contract when an officer is on workers compensation leave for a period of not more than one hundred eighty three (183) consecutive days.
- (3) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and the rate prescribed in this contract, when an officer is on disability leave (including but not limited to: pregnancy, on or off-duty injury or illness) for a period of not more than one hundred eighty three (183) consecutive days.
- (4) Seniority, sick leave, vacation and employment credits shall cease to accrue when an officer on workers compensation or disability leave in excess of one hundred eighty three (183) days.
- (5) Seniority, sick leave, vacation and employment credits for an officer granted an unpaid leave of absence shall cease to accrue effective the date an officer begins that unpaid leave of absence.

Unless otherwise stated in this Section, seniority, sick leave, vacation and employment credits will begin to accrue, in the manner prescribed, in this contract upon the termination of the leave of absence and the return to duty of the officer.

Upon the return of an officer on disability leave, including but not limited to pregnancy, on or off-duty injury or illness, the City will place the officer in a position similar to the duty assignment held prior to the effective date of the disability.

SECTION 16.9 FORFEITURE OF BENEFITS

Any officer covered by this Agreement who violates Article VI of this Agreement will automatically forfeit any and all covered benefits that he may enjoy.

ARTICLE XVII – WAGES

SECTION 17.1 GENERAL

Effective January 1, 202~~14~~, the pay range and pay steps for the classification of Police Patrol Officer shall be as set forth in the salary schedules attached as Appendix C. Wages shall be adjusted for the term of this Agreement as follows:

January 1, 202~~52~~ – An additional ~~42.5~~% increase

January 1, 202~~6~~³ – An additional ~~42.5~~% increase

SECTION 17.2 STEPS AND RANGES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class or position as specified in the City's Salary Schedule. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step A to Step B at the end of ~~one~~^{two} year's service; ~~then annually on the anniversary date thereafter, from Step B to Step C at the end of four year's of service, from Step C to Step D at the end of seven year's service, and from Step D to Step E at the end of nine year's of service. until the last step in the pay range has been reached.~~

SECTION 17.3 LONGEVITY

Each employee covered by this Agreement, shall have the following amounts added to ~~their~~^{his} base wages:

- ~~Upon 5 years' service — increase base pay by 2%~~
- Upon 10 years' service – increase base pay by 4%
- Upon 15 years' service – increase base pay by 6%
- Upon 20 years' service – increase base pay by 8%
- Upon 25 years' service – increase base pay by 10%

Base pay shall be the hourly rate as referenced in the City's Classification and Salary Schedule for which the employee is eligible, excluding any other pay adjustment or compensation provided herein.

SECTION 17.4 CANINE OFFICER

An employee assigned as Canine Officer shall receive three and three-quarter (3.75) hours of additional straight-time pay in each fourteen (14) day pay period, such additional compensation to be used in the calculation of overtime.

Additionally, the canine officer shall be entitled to ten (10) hours of canine flex time per month in lieu of kennel time. The canine flex time shall be preapproved by the canine officer's supervisor. ~~The canine officer shall be allowed to either (1) leave shift early and supplement his normal workday with canine flex time (paid straight time) or (2) replace a normal eight hour shift.~~

SECTION 17.5 SEVERANCE PAY

At the time of the regular retirement from active service under the provisions of the Police Pension Fund or upon separation from the City with a minimum of twenty (20) years of continuous service, all officers shall be entitled to severance pay equal to two (2) weeks' actual salary. This is a one-time only benefit and credit will not be given for part-time or temporary service. The City will

compute severance pay on actual wages rather than base wages.

SECTION 17.6 PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

If the employee so desires, the Finance Department may make certain deductions from ~~their~~his check. Among these are savings and payments to the credit union, United Way contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

Pursuant to the mutual agreement of the parties, the City has implemented a direct payroll deposit program applicable to officers covered by this Agreement.

SECTION 17.7 UNIFORM CLEANING

The City shall provide each officer the equivalent of two hundred fifty dollars' (\$250.00) worth of dry cleaning services during each fiscal year of this Agreement. Such services will be determined by the Purchasing Division, as per past practices.

SECTION 17.8 ACTING PAY

An officer who is assigned by the Chief or ~~their~~his designee to perform, and does in fact perform, the duties of a higher-ranking officer for four (4) or more hours on any duty day shall receive one (1) hour of compensatory time off or pay, computed at straight time.

SECTION 17.9 FTO PAY

An officer who has been certified as a field training officer (FTO) and who is working as an FTO by assignment of the Chief or ~~their~~his designee, shall receive one (1) hour of compensatory time off or pay, computed at straight time, for each ~~eight (8)~~six (6) hours of assigned FTO duty.

ARTICLE XVIII – GROUP BENEFITS

SECTION 18.1 GROUP MEDICAL COVERAGE

Plans, which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time officers and their eligible dependents, and to eligible retired employees and their eligible dependents. Plans which provide benefits supplemental to Parts A and B of Medicare are available to the aforementioned retired persons upon the attainment of age sixty-five (65). ~~These~~ plans of medical coverage available to the officers and their dependents, whether the officer is an active full-time employee or a retired employee, are dictated by the age of the persons involved.

Continuation of medical benefits will be offered according to Federal Cobra guidelines, at group rates, to certain eligible employees and ~~beneficiaries-eligible dependents~~ whose coverage would otherwise have terminated upon termination of employment. Former employees and ~~beneficiaries~~

~~eligible dependents~~ will pay the ~~full group~~ premium ~~cost~~ and must notify the City of their intention to continue the coverage within sixty (60) days beginning on the date that coverage would have terminated under the group health plan. Details of these benefits are further explained in the Employee Health Plan ~~summary plan d~~Document.

Officers who have been placed on temporary or permanent disability by the Police Pension Fund (including pregnancy or off duty injury leave in excess of one hundred eighty three (183) days) may remain on the City's group medical plan at the officer's cost until age sixty-five (65) except as specified in Section 18.3A4A.

SECTION 18.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS

~~Each plan coverage month begins on the first day of the calendar month.~~ Officers under this contract will be eligible for the group coverage on the first day ~~of the coverage month next following the date that~~ the officer commences to work. If the officer does not enroll all eligible dependents upon the first instance of eligibility for the insurance, dependents may be added at subsequent open enrollment periods. An eligible dependent shall include the insured officer's spouse or civil union partner; and unmarried a child age 25 or younger; a child who is 26 or older, unmarried, medically certified disabled and is dependent children on the parent, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix D toward the cost of group health insurance under the City's plan. In the event that annual premiums for the medical insurance program (health, vision and dental) increase more than 4.0% for any annual renewal, the amount above the 4.0% increase shall be shared pro rata between the City and employee based on the current pro-rata share for the employer and employee under their current healthcare plan. The pro-rata share is shown in Appendix D which outlines the current health insurance contribution rates for the parties.

Also during the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays, and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency.

~~The city will pay the total premium, less employee contribution, for the employee only for Medicare insurance and for the supplement to Medicare insurance when an employee attains age sixty-five (65), but has not yet retired.~~

SECTION 18.3 HEALTH SAVINGS ACCOUNTS (HSA)

For employees who elect coverage under the "High Deductible Plan" the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. Employees who elect coverage under a plan other than the "High Deductible Plan" are not eligible for an HSA and no City contribution will be made.

SECTION 18.4 EMPLOYEES ON NON-DUTY RELATED INJURY DISABILITY LEAVE

Subject to the Employee Health Plan, an employee on non-duty related injury disability leave may remain in the group medical plan, but the employee must pay the full employee premium and the full dependents' premium, if any.

SECTION 18.4A EMPLOYEES ON DUTY RELATED INJURY/DISABILITY

An officer who has been injured/disabled in the line of duty and who has been placed on permanent disability leave shall remain in the group medical plan, and the City will continue to pay the employee's insurance premium, less employee contribution. Dependent insurance premiums shall be paid in total by the employee (insured/disabled officer).

If the officer on such permanent duty related injury disability takes employment elsewhere and is covered by a group medical plan, including major medical benefits, by that employer, health care coverage by the City of Galesburg shall cease.

SECTION 18.5 RETIRED EMPLOYEES AND DEPENDENTS

Upon retirement or resignation with 20 or more years of service, an officer may retain the same insurance plan ~~they~~he had as a City employee. Unless ~~the retired officer~~he is subject to provision established in, or exercises ~~their~~his opt-out right under ~~Section 18.6 Article XIX~~ of this Agreement, the City will bear the cost of the total premium for the ~~employee-only insurance to age sixty-five (65). If an insured person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage as described in the first paragraph of Section 18.1. Any insured person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the supplement to Medicare insurance and all other insurance is terminated in regard to that person. retiree-only medical coverage to age sixty-five (65) for the lowest cost plan offered each year, typically the High Deductible Health Plan. Should the retiring employee choose a plan offered other than the fully paid plan, the retiree shall pay a premium contribution in an amount as determined and set forth by the city. Should the retiree choose to continue dependents coverage, the retiree shall pay a premium contribution in an amount as determined and set forth by the city for dependents coverage. If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 18.1. That person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.~~

SECTION 18.6 OPT-OUT RIGHT

Any employee who is employed and covered by this Agreement as of the date of ratification by both parties shall have the right to opt out of (waive) the City's obligation to pay the cost of retiree health benefits as provided in Section 18.5. In consideration of such a waiver, the employee shall be entitled to the retirement health benefits provided under the Retiree Health Savings Plan ("RHSP") set forth in Article XIX. Such waiver rights shall be exercisable during open enrollment periods established at least annually by the City. Once an employee exercises ~~their~~his right to waive the premium payment obligations of the City under Section 18.5, ~~they~~he shall be covered by the provisions of Article XIX and, while retaining any statutory right that ~~they~~he may have to

remain in the group covered by the City health plan, shall no longer be eligible for City-paid health care coverage as provided by Section 18.5. Such opt-out election shall be irrevocable.

SECTION 18.7 PSEO AND MANAGEMENT LIABILITY

The failure of any insurance carrier to provide any benefit for which it has contracted, shall result in no liability to the City, or to the PSEO, nor shall such failure be considered a breach by the City or PSEO of any obligation undertaken under this or any other Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, PSEO, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

SECTION 18.8 RIGHT OF CONSULTATION

A difference between an employee (or ~~their~~~~his~~ beneficiary) and the insurance carrier(s) shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the PSEO. The City will, however, designate a representative who will be available for consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted by the City in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

SECTION 18.9 HEALTH BENEFITS ADVISORY COMMITTEE

One member of PSEO shall be allowed to sit in on all health benefits advisory committee meetings. This will be a non-voting position, however, and said employee will be allowed to give ~~their~~~~his~~ advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

SECTION 18.10 LIFE INSURANCE

During the term of this contract, the City of Galesburg shall provide each full-time officer with a paid ten thousand dollar (\$10,000.00) group term life insurance policy while on active duty with the Galesburg Police Department.

The City of Galesburg reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change the insurance carrier. In this same regard, the City of Galesburg also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City of Galesburg's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provision of the policy between the City of Galesburg and the insurance carrier.

The failure of any insurance carrier to provide any benefit for which it has contracted shall result in

no liability to the City of Galesburg or to the PSEO, nor shall such failure be considered a breach by the City of Galesburg or the PSEO of any obligation undertaken pursuant to this or any other Section in this Agreement. However, nothing contained in this Section shall be construed to relieve any insurance carrier from any liability it may have to the City of Galesburg, the PSEO, an officer, or the beneficiary of an officer. The City of Galesburg and the PSEO shall, as necessary, take appropriate steps to require and obtain contract compliance from the insurance carrier.

SECTION 18.11 GROUP DENTAL PLAN

For employees covered by this Agreement, a group dental plan is available from a company selected by the City Manager. A plan which provides certain benefits ~~to age sixty-five (65)~~ is available to permanent full-time employees and their dependents who enroll in the group health plan. The City will pay the employee's dental premium. The cost for these plan benefits is included in the group health plan costs as stated in Appendix D.

ARTICLE XIX - RETIREE HEALTH SAVINGS PLAN

SECTION 19.1 ESTABLISHMENT

The City has established a Retiree Health Savings Plan (RHSP) through the ~~ICMA Mission Square Retirement Corporation ("ICMA-RC")~~. The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 19.2 REGULAR CONTRIBUTIONS: NEW EMPLOYEES AND OPT-OUT EMPLOYEES

Employees who are hired after the date of ratification of this Agreement by both parties ("new employees") and those current employees who elect irrevocably to opt out of (waive) the City's obligation to pay health insurance premiums for them upon retirement, as provided in Section 18.6 ("opt-out employees"), shall be entitled to retiree health insurance by means of their participation in the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 18.5. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee's probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by ~~ICMA-RC Mission Square Retirement.~~

ARTICLE XX – PENSIONS

During the term of this Agreement employees shall continue to participate in the Police Pension Fund in accordance with and subject to the provisions of the Statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XXI – RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within the state of Illinois, and within a radius of ~~twenty~~ forty-five (45) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual “in fact” living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee’s probationary period if the employee is to be continued in the City’s service. Response time requirements are independent of residency requirements.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

SECTION 22.1 DRIVER’S LICENSE

All police officers, as a condition of appointment, shall be required to possess and maintain a valid Illinois driver’s license. ~~–~~The Chief of Police may, to ensure the legal operation of departmental equipment, require additional driver’s license classifications to be obtained and maintained as necessary.

SECTION 22.2 MOTORCYCLE LICENSES

~~Upon application to and approval by the Police Chief or his designee, bargaining unit members will be allowed to acquire motorcycle licenses on paid duty time, and the City will pay the licensing fees involved. For any officer choosing to receive the benefits of this provision, the City reserves the right, at its expense, to require the officer to receive motorcycle training of the City’s choosing.~~

SECTION 22.23A SERVICE OF NOTICES

Notices hereunder shall be deemed to have been adequately given if served by registered mail or hand-delivered with acknowledgment receipt upon the persons named below at the address indicated unless otherwise notified in writing.

NOTICE TO THE PSEO SHALL BE ADDRESSED TO:

PSEO President
150 South Broad Street
Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager
55 West Tompkins Street
Galesburg, Illinois 61401

SECTION 22.23B EMPLOYEE NOTICE TO EMPLOYER

Employees shall notify their supervisor within seventy-two (72) hours, or the next working day, whichever occurs sooner, of any changes in address or telephone number. The supervisor will inform the City Manager's Office in writing immediately of any such transaction in order to update the central personnel records maintained by the City Manager's Office.

SECTION 22.23C PSEO NOTICE TO EMPLOYER

The PSEO agrees to furnish the City with a list of names and positions held and to immediately notify the City of any changes thereto. Such notices shall be delivered in writing to the City Manager's Office following any and all elections.

SECTION 22.34 DEPARTMENTAL RULES

The Chief of Police may adopt, change or modify work rules. Whenever the Chief of Police changes work rules or issues new work rules, the PSEO will be given at least three (3) days' prior notice, absent emergency, before the effective date.

The Chief of Police will ~~email provide~~ each officer with a copy of the approved Police Department's Rules and Regulations. All officers shall agree to follow and adhere to all rules, regulations and general and special orders so long as they are in full force and effect.

Whenever there is a clear conflict between the Departmental Rules and this Agreement, this Agreement shall take precedence.

SECTION 22.45 OUTSIDE EMPLOYMENT

Police officers may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government. All outside employment shall be approved by the Chief of Police.

SECTION 22.65 PERSONAL USE OF CITY PROPERTY

The use of City property for personal use is prohibited.

SECTION 22.67 PHYSICALS

It shall be the responsibility of each officer to maintain the standards of physical and mental fitness required for the safe and satisfactory performance of the police mission. If the Chief of Police, upon direct observation, investigation and/or as a result of information submitted to that office by a command officer, supervisory officer or police officer, has reason to believe that the physical or mental condition of any Galesburg police officer may endanger the health or safety of that officer or any other officer or person, the Chief may direct that officer to submit to medical examination by a physician.

The examination may consist of those tests deemed appropriate by the examining physician including the processing of body fluids.

SECTION 22.78 DRUG AND ALCOHOL POLICY

The drug and alcohol policy applicable to bargaining unit members shall be as set forth in Appendix B to this Agreement.

SECTION 22.89 POLITICAL ACTIVITY

No person holding a position in the police department shall use any official authority or influence to coerce the political action of any person or body or to influence any election. Nothing in this section shall be construed to prohibit or prevent any person from:

- a. Becoming or continuing to be a member of a political club or organization.
- b. Attending political meetings.
- c. Enjoying entire freedom from all interference in casting ~~theirhis or her~~ vote.
- d. Expressing privately ~~theirhis or her~~ opinion on any political question.

SECTION 22.940 PERSONNEL RULES

The City's Personnel Rules are not applicable to PSEO bargaining unit employees.

SECTION 22.140 TELEPHONE

All Galesburg police officers shall be required to obtain and maintain an operating ~~cellular telephone, at their place of residence. Such telephone shall be listed in the officer's name.~~ Officers shall ensure that the Department has a current telephone number listing and shall further ensure that any changes in the number are reported to the Department by notifying the officer's immediate supervisor within three (3) actual work days.

ARTICLE XXIII – SAVINGS CLAUSE

If any provision to this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

ARTICLE XXIV – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes

collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

ARTICLE XXV – AMENDMENTS

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and they shall constitute a part of this Agreement.

ARTICLE XXVI – TERMINATION

This Agreement shall be effective as of _____ and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2022~~36~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations for a period of thirty (30) days after the anniversary date unless otherwise mutually extended.

Executed this ____ day of _____, _____ after ratification by the union membership and after receiving approval by the City Council.

CITY OF GALESBURG

PUBLIC SAFETY EMPLOYEES’ ORGANIZATION

City Manager

President

Chief Negotiator

Witness

Police Chief

Witness

APPENDIX A – AUTHORIZATION FOR PSEO DUES

I hereby authorize the Finance Department to deduct from my earnings, twice per month, one- half of the regular monthly dues, uniform in dollar amount, in the amount certified by the Financial Officer of the PSEO; and further authorize the remittance of such amounts to said local organization in accordance with the currently effective agreement between the City of Galesburg and the PSEO. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the PSEO.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City and department of the City, the PSEO and all other officers, representatives or agents from liability therefore.

Dated: _____ Name: _____

Signature: _____

APPENDIX B – DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY

Section B.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol by bargaining unit members present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse. In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The City of Galesburg and its Police Department have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protecting the public by ensuring that their employees are physically and emotionally fit to perform their jobs while on duty. For these reasons, the abuse of alcohol substances by bargaining unit members is strictly prohibited on duty and, to the extent that such abuse constitutes conduct unbecoming an officer or adversely affects on-duty behavior or job performance, off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section B.2. Definitions.

- A. “Drugs” shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- B. The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section B.3. Prohibitions.

Police officers shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business.
2. Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty.
3. Being under the influence of alcohol or proscribed drugs during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section B.4. The Administration of Tests.

The City may require an officer to submit immediately to breathalyzer, blood, and/or urine tests if there is reasonable suspicion for such testing. If an officer is required to undergo such testing based on reasonable suspicion, the City will provide the officer with the basis for such reasonable suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

The City may use breathalyzer tests as well as urine or blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the City shall use only licensed clinical laboratories and shall have a supervisor accompany the officer being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the officer is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an officer with a copy of any test results which the City receives with respect to such officer.

A portion of the tested sample shall be retained by the laboratory so that the officer may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the employer from the list maintained by the City, the officer shall be

responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the officer may request a meeting with the Chief. At any such meeting, the officer may raise issues relating to the testing, including the basis for reasonable suspicion.

The officer shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the City's Employee Assistance Program ("EAP"). If the employee invokes this option, the test results shall not be made available to the City.

Except where the officer invokes the time one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an officer tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an officer tests positive for substance abuse involving something other than a proscribed drug, and/or if the officer invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the officer shall be required to enter and successfully complete the EAP, during which time the officer may be required to submit to random testing, as determined by and for the duration specified by the EAP counselor, with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Section B.5. Voluntary Requests for Assistance.

Except where there is imminent danger to the life of an employee or others and except where the officer has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section B.4, above, the administrator of the City's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the City's EAP. Seeking confidential assistance from the City's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section B.3.

Section B.6. Expungement.

If an officer is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the officer's personnel records.

APPENDIX C – SALARY SCHEDULE

Personnel Represented by the Public Safety Employees' Organization

-										
Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	
19 P	27.29	27.97	28.67	29.38	30.12	30.87	31.63	32.43	33.24	

Range	Step A	Step B	Step C	Step D	Step E
19 P	30.12	32.43	34.92	35.94	37.36

APPENDIX D – HEALTH INSURANCE CONTRIBUTION RATES

APPENDIX D - HEALTH INSURANCE CONTRIBUTION RATES											
BCBS rates eff 01/01/2021				BCBS rates eff 01/01/2021				BCBS rates eff 01/01/2021			
\$1500 HDHP				\$750 Ded PPO plan				\$0 Ded PPO			
Police Union	Emp Pays	City Pays	Total	Police Union	Emp Pays	City Pays	Total	Police Union	Emp Pays	City Pays	Total
Single	\$0.00	\$650.68	\$650.68	Single	\$74.14	\$663.98	\$738.12	Single	\$64.68	\$722.90	\$787.58
% of premium	0.0%	100.0%	100.0%	% of premium	10.1%	89.9%	100.0%	% of premium	8.3%	91.7%	100.0%
Emp + 1 dep	\$100.72	\$1,151.28	\$1,252.00	Emp + 1 dep	\$284.42	\$1,135.10	\$1,419.52	Emp + 1 dep	\$295.12	\$1,219.32	\$1,514.44
% of premium	8.0%	92.0%	100.0%	% of premium	20.0%	80.0%	100.0%	% of premium	19.5%	80.5%	100.0%
Family	\$282.44	\$1,377.62	\$1,660.06	Family	\$451.64	\$1,425.80	\$1,877.44	Family	\$472.32	\$1,527.76	\$2,000.08
% of premium	17.0%	83.0%	100.0%	% of premium	24.1%	75.9%	100.0%	% of premium	23.6%	76.4%	100.0%

Field Code Changed

City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan			
Blue Cross Blue Shield of IL				Blue Cross Blue Shield of IL				Blue Cross Blue Shield of IL			
Premium Contributions CY2024 eff date of ratification 2024-26 CBA				Premium Contributions CY2024 eff date of ratification 2024-26 CBA				Premium Contributions CY2024 eff date of ratification 2024-26 CBA			
High Deductible				\$750 Ded PPO				\$0 Ded PPO			
PSEO	Emp Pays	City Pays	EE & ER	PSEO	Emp Pays	City Pays	EE & ER	PSEO	Emp Pays	City Pays	EE & ER
Single	\$39.98	\$720.76	\$760.74	Single	\$77.86	\$785.92	\$863.78	Single	\$67.98	\$854.08	\$922.06
per pay	\$19.99	\$360.38	\$380.37	per pay	\$38.93	\$392.96	\$431.89	per pay	\$33.99	\$427.04	\$461.03
Emp + 1	\$105.68	\$1,357.62	\$1,463.30	Emp + 1	\$298.68	\$1,362.00	\$1,660.68	Emp + 1	\$310.04	\$1,462.50	\$1,772.54
per pay	\$52.84	\$678.81	\$731.65	per pay	\$149.34	\$681.00	\$830.34	per pay	\$155.02	\$731.25	\$886.27
Family	\$295.52	\$1,636.86	\$1,932.38	Family	\$473.00	\$1,715.52	\$2,188.52	Family	\$494.94	\$1,838.10	\$2,333.04
per pay	\$147.76	\$818.43	\$966.19	per pay	\$236.50	\$857.76	\$1,094.26	per pay	\$247.47	\$919.05	\$1,166.52
Contributions include medical, prescription drug, dental & vision benefits for each plan											

APPENDIX E – SIGN ON BONUS & RELOCATION ASSISTANCE

Sign-On Bonuses and Relocation Assistance for the purpose of Recruitment of Police Officers

1. General Policy

The issue of hiring and retention of police officers has undergone significant change in the past several years. Nationwide, police agencies are seeing drastic reductions in the number of applicants for positions in law enforcement. This is compounded by an increase in resignations and retirements. The Galesburg Police Department is experiencing a similar trend.

In order to remain competitive with other police departments, the City of Galesburg has established a program to entice applicants to become Police Officers with the City of Galesburg. This will include sign-on bonuses and relocation assistance.

2. Hiring Program

Any law enforcement officer hired by the City of Galesburg on or after August 1st, 2022, except for rehires within one (1) year, will receive a \$2,000 sign-on bonus upon successful completion of the law enforcement academy~~Police Training Institute~~, or upon date of hire for lateral candidates. They will also receive successive payments of \$2,000 annually over the next four years for each year that they remain employed by the Galesburg Police Department. At a maximum, a law enforcement officer would receive \$10,000 over a four-year period. An example of how the officer might earn these payments:

DOH 9/1/22

Academy~~PTI~~ Complete 11/1/22 \$2,000

9/1/23	\$2,000
--------	---------

9/1/24	\$2,000
--------	---------

9/1/25	\$2,000
--------	---------

9/1/26 \$2,000

The law enforcement officer must be in good standing, and not on any administrative leave related to their performance, to receive each payment.

3. Relocation Assistance

Any law enforcement officer hired by the City of Galesburg on or after August 1st, 2022, except for rehires within one (1) year, who must relocate from outside the residency radius in accordance with Article XXI of this agreement, will receive reimbursement of moving expenses not to exceed \$1,000. Receipts and mileage reports must be submitted to Human Resources staff within thirty (30) days of the occurrence. No payments will be made without documentation being provided.

4. Time Period

These programs are available for any law enforcement officer hired August 1st, 2022, through December 31st, 2025~~July 31st, 2024~~. Individuals receiving the bonuses will continue to receive them after December 31st, 2025~~July 31st, 2024~~, up to the cap set forth above. Any law enforcement officers hired after December 31st, 2025~~July 31st, 2024~~, will not receive any sign-on bonus or relocation assistance, unless City Council agrees to extend the program.

5. Repayment

Any law enforcement officer who received any of these incentives is under no obligation to repay any funds in the occurrence of resignation or termination from the City of Galesburg.

Agreed to by:

On behalf of the City of Galesburg

On behalf of the PSEO

Date

Dates



Agreement between

CITY OF GALESBURG

ILLINOIS, USA

AND

2024-2026

**Public Safety Employees’
Organization**

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AGREEMENT

THIS AGREEMENT is entered into this 20th day of May, 2024, by and between the City of Galesburg, Illinois (the “CITY”) and the Public Safety Employees’ Organization (the “PSEO”).

PREAMBLE

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with certain of its full-time employees insofar as such practices and procedures do not interfere with the City’s right and obligation to operate effectively in order to best serve the City and its residents and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment, and to provide the procedure for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE I – RECOGNITION

SECTION 1.1 PSEO RECOGNIZED

The City voluntarily recognizes the PSEO as the exclusive bargaining agent for the purpose of establishing the wages, hours and terms and conditions of employment for all non-exempt full-time permanent employees in the classification of Police Officer, but excluding supervisory, confidential, probationary and exempt employees and all elected officials or officers of the City.

SECTION 1.2 NEGOTIATIONS

Each party shall be permitted to have five (5) individuals sit on the negotiating committee provided that not more than one patrol officer and one investigator per shift shall be relieved from duty unless previously approved by the Chief of Police, and such leave shall not interfere with any emergency services.

ARTICLE II – PSEO RIGHTS

SECTION 2.1 DUES DEDUCTIONS

While this Agreement is in effect, the City will deduct twice per month one-half (1/2) the regular monthly PSEO dues for each employee in the bargaining unit for whom there is on file with the City a voluntary effective checkoff authorization as per Appendix A attached. The amounts so deducted shall be forwarded upon each deduction to the appropriate officer of PSEO. The PSEO

may change the fixed uniform dollar amount which shall be considered the regular PSEO dues once each year during the life of this Agreement. The PSEO will give the City thirty (30) days' notice in writing of any such change in the amount of uniform dues to be deducted. The PSEO authorization is revocable by an employee submitting a notice in writing to the City Manager's Office with a copy to the PSEO.

SECTION 2.2 PSEO INDEMNIFICATION

The PSEO shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. Each party agrees to refund to the other any amounts paid in error on account of this dues deduction provision within ten (10) days of notification.

SECTION 2.3 PSEO ACCESS

One PSEO representative may have access to the premises of the City during a labor dispute in order to help resolve a problem. In order to receive access, the representative must first advise the appropriate supervisor.

ARTICLE III – MANAGEMENT RIGHTS

SECTION 3.1 ENUMERATED RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including but not limited to, the right to determine its mission, policies and to set forth all standards of service offered to the public; to plan, direct, control and determine the operations or services to be conducted by employees of the City; to determine the methods, means and number of personnel needed to carry out the department's mission; to direct the working forces; to establish the qualification for employment, to hire, assign or transfer employees within the department for other related functions; to promote, suspend, discipline or discharge, to lay off or relieve employees due to lack of work, funds or for other legitimate reasons; to make, publish, alter and enforce department rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the Mayor, the City Manager or Acting City Manager provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

SECTION 3.2 DETERMINATION OF AUTHORITY

If, at the sole discretion of the Mayor or their designee, it is determined that extreme civil emergency conditions exist, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the PSEO, or the next highest officer of the PSEO, the nature of the emergency.

SECTION 3.3 AUTHORITY FOR APPOINTMENTS

Both the City and the PSEO recognize and accept the authority of the Board of Fire and Police Commissioners as specified at 65 ILCS 5/10-2.1-1, *et seq.*, with respect to the conduct of examinations, original appointment, promotions or conduct of hearings on charges, of applicants for and/or commissioned police officers of the City of Galesburg, Illinois.

ARTICLE IV – NON-DISCRIMINATION

SECTION 4.1 EMPLOYMENT POLICY

Neither the City nor the PSEO shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable federal or state laws because of race, creed, color, national origin, disability, age, sex, veteran's status, genetic information, gender identity, or sexual orientation.

SECTION 4.2 AGE REQUIREMENT

All employees shall be retired at an age outlined in the Illinois State Statutes.

SECTION 4.3 EMPLOYEE DISCRIMINATION

Neither the City nor the PSEO shall interfere with the right of employees covered by this Agreement to become, or not become, members of the PSEO and there shall be no discrimination against any such employees because of lawful PSEO membership or non-membership activity or status.

SECTION 4.4 RESPONSIBILITY OF PSEO

The PSEO recognizes its responsibility as bargaining agent.

SECTION 4.5 HIRING PRACTICE

Only one person from a family shall be initially or subsequently employed as a permanent employee by the City in the same department or division so that they would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a parent, sibling, spouse, and child. The word "spouse" shall include civil partners.

ARTICLE V – GRIEVANCE PROCEDURE

SECTION 5.1 DEFINITION

A grievance shall be defined as a dispute arising between the parties during the term of this Agreement concerning a violation, or alleged violation, application or interpretation of this Agreement.

SECTION 5.2 TIME LIMIT

A grievance must be filed within ten (10) calendar days of its occurrence. All grievances arising out of a safety dispute must be filed within ten (10) calendar days from the Labor-Management Meeting when the dispute was presented, pursuant to Article VIII herein.

SECTION 5.3 SCOPE

Should any employee, or the union, desire to present a grievance, such grievance shall commence at Step One. Any non-PSEO member may initiate and handle their own grievance without the assistance and/or involvement of the PSEO.

SECTION 5.4 PROCEDURE

Step One. An employee or the PSEO having a grievance shall meet with the immediate supervisor directly involved. The supervisor shall give an oral answer within ten (10) calendar days after such presentation.

Step Two. If the grievance is not settled in Step One and the employee and/or PSEO wish to advance the grievance to Step Two, it shall be referred in writing to the immediate supervisor directly involved within ten (10) calendar days after the supervisor's oral answer to Step One and shall be signed by the PSEO representative and the aggrieved employee when applicable. The written grievance shall contain a complete statement of the fact, the provision or provisions of this Agreement which the City is alleged to have violated, misapplied and/or misinterpreted and the relief requested. Within ten (10) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved officers, when applicable, the Shift Commander(s), if applicable, the Deputy Chief and the PSEO Representative, when applicable. If no settlement is reached, the Deputy Chief shall provide a written answer within ten (10) calendar days following the meeting.

Step Three. If the grievance is not settled in Step Two and the officer and/or the PSEO wish to appeal the grievance to Step Three, it shall be referred in writing to the Chief of Police within ten (10) calendar days after the Deputy Chief's answer in Step Two and shall be signed by the PSEO representative and the aggrieved Officer, when applicable. Within ten (10) calendar days of receipt, the Police Chief shall schedule a meeting with the Deputy Chief and/or Shift Commander, the officer, and the PSEO representative, when applicable. If no settlement is reached, the Police Chief shall give the City's written decision to the PSEO or the aggrieved officer, when applicable, within ten (10) calendar days following their meeting.

Step Four. If the grievance is not settled in Step Three and the Officer and/or the PSEO wishes to appeal the grievance to Step Four, it shall be referred in writing to the City Manager within ten (10) calendar days from the Chief's decision in Step Three, and shall be signed by the aggrieved officer and the PSEO representative, when applicable. The City Manager shall schedule a meeting within ten (10) calendar days with the aggrieved officer, if applicable, the Police Chief, the Deputy Chief and/or Shift Commander, the Personnel Officer and the PSEO representative and/or attorney, when applicable. The City Manager shall render their decision in writing within ten (10) calendar days following the meeting. If the matter is not resolved, then the grievance shall be eligible for consideration at the next step.

SECTION 5.5 ARBITRATION

A. Filing. If the grievance is not settled in accordance with the foregoing procedure, a non-PSEO member or the PSEO may refer the grievance to binding arbitration by forwarding to the City Manager a written notice of intention to proceed to arbitration within ten (10) calendar days after the receipt of the Step Four response. Upon receipt of such notice, the parties shall jointly request the State Labor Relations Board or a similar body to submit a panel of five (5) arbitrators with the appropriate background and experience. Either party may reject one (1) entire panel. Upon receipt of the list of five (5) nominees, the party requesting arbitration shall strike the first name, the other party the second and thereafter the parties shall proceed to alternately strike one name at a time from the list until only one name remains. The nominee whose name remains shall be the arbitrator who shall resolve the grievance. The arbitrator shall be notified of their selection by a joint letter from the parties requesting that the arbitrator set a time and a place subject to the reasonable availability of the parties. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

B. Arbitrator's Authority. The arbitrator shall act in a judicial not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. They shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to them. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit their written decision within thirty (30) calendar days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

C. Arbitrator's Decision. The decision of the arbitrator may be enforced at the insistence of either party or of the arbitrator in the Circuit Court of Knox County, Illinois. If, in the event the arbitrator violates Section 5.5B, either party may file for judicial review in the Circuit Court of Knox County, Illinois.

D. Arbitration Costs. The fee and expenses for the arbitrator's services shall be borne equally by the parties involved in the arbitration. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

E. Compensation. One PSEO representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

SECTION 5.6 TIME EXTENSION

Extensions of time will be permissible when one of the parties cannot reasonably attend a scheduled meeting.

ARTICLE VI – NO STRIKE AND NO LOCKOUT

SECTION 6.1 NO STRIKE

During the term of this Agreement, neither the PSEO nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a work stoppage, strike or any other intentional interference with the work or statutory functions or obligations of the City.

SECTION 6.2 NO LOCKOUT

During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

SECTION 6.3 PSEO RESPONSIBILITY

In the event of a violation of Section 6.1 of this Agreement, the PSEO agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Agreement, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating Section 6.1 to return to work.

SECTION 6.4 PENALTY

The City may file charges with the Board of Fire and Police Commissioners to discharge and/or discipline any employee who violates Sections 6.1 or 6.3, and the PSEO will not resort to the grievance procedure on such employee's behalf.

SECTION 6.5 MANAGEMENT RESPONSIBILITY

Nothing contained herein shall preclude the parties from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII – HOURS OF WORK AND OVERTIME

SECTION 7.1 NO GUARANTEE

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

SECTION 7.2 NORMAL WORKWEEK/WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek shall be fourteen (14) calendar days and shall consist of eighty-four(84) hours of regularly scheduled work and such additional time as may, from time to time, be required.

The Departmental patrol shift schedule is as follows:

First shift 0700-1900, second shift 1900-0700, with officers assigned to report one hour early for the early or “early car” shift at 0600 first shift, and 1800 second shift.

Should the City decide to change the Departmental patrol shift schedule set forth above, the City will notify the union at least sixty (60) days in advance of the proposed change and will give it the opportunity, upon request, to bargain about the changes and reasons for them with the City before such changes are implemented. Any impasse in bargaining under this Section shall be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act. This notification and bargaining obligation shall apply only to changes in the Departmental patrol shift schedule, and shall not apply to changes in the shift schedules of individual officers, which are covered by Section 7.3 below.

Notwithstanding the notification and bargaining obligation set forth above, the City retains the right to determine the number of officers assigned to each of the shifts, including the early car shifts.

SECTION 7.3 OVERTIME

The regular hourly rate of pay will be paid for all time worked up to and including eighty-four (84) hours in a work period. Time and one-half the regular rate of pay will be paid for all authorized time worked as verified by the employee’s supervisor in excess of eighty-four (84) hours in a work period, or in excess of twelve (12) hours in any one day when such time is required to be worked by the City. The City shall compute overtime compensation on base pay, longevity pay and schooling pay. Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the same pay period. With regard to overtime, each officer shall:

- (1) Be allowed to accumulate a bank up to one hundred sixty (160) hours of compensatory time.
- (2) Be allowed to carry over into the next fiscal year one hundred sixty (160) hours maximum. Payment up to eighty-four (84) hours may be requested by the employee each year of this

Agreement. All hours in excess of one hundred sixty (160) hours shall be paid in the pay period in which the excess hours were earned.

- (3) Be scheduled time off, as directed, for any hours in lieu of overtime if maximum compensatory hours are accumulated.
- (4) Be allowed to use compensatory hours as per approval of the department or division head or their authorized representative. All hours used shall be in even hourly increments only.

SECTION 7.4 CALLBACK PAY

An employee called back to duty outside their normal duty schedule, and not immediately preceding or following their regular duty schedule, shall be guaranteed a minimum of two (2) hours work at the overtime rate of pay.

SECTION 7.5 STANDBY PAY

Any officer, including a detective scheduled for standby, who is required by assignment or directive of the Chief or their designee to remain, while otherwise not actively on duty, within a specific geographic area for a specified period of time, who is required to respond to a call to report for duty, and who is required to be “fit for duty” pending such a call shall be paid thirty dollars (\$30.00) for each twenty-four hour (24-hour) day that they are assigned to standby under this provision.

The City reserves the right to schedule detectives and other officers for standby and to make changes in the standby schedule. The standby schedule for the patrol division will consist of a Pre-Planned Standby Schedule and an Emergency Standby List.

The Pre-Planned Standby Schedule will be completed on a monthly basis where each platoon will pre-plan volunteered standby dates for each platoon member throughout the entire oncoming month regardless of the determined need, or knowledge of the need for a standby officer for those dates.

The Pre-Planned Standby Schedule will be filled starting with the most-senior officer on each platoon picking a date for volunteer standby and will continue in order of seniority (highest to lowest). This will continue for two rounds (of the complete roster picking volunteer standby dates), and each officer will pick to voluntarily be available for standby on at least one “weekend date” (Friday, Saturday, or Sunday) after the two rounds of choosing. If a third round of volunteer picks are needed to fill the Pre-Planned Standby Schedule for the oncoming month, then the third round will start in reverse senior order (lowest to highest).

The Emergency Standby List will be a separate standby list that refers to emergency standby status designation that was not already scheduled by the Pre-Planned Standby Schedule. If there are no volunteers for the emergency standby, then an officer will be assigned to standby status by the Chief or their designee based on the Emergency Standby List. The officer with the least amount of seniority for each platoon will begin the list with the subsequent officers on each respective list being listed in seniority order (lowest to highest). Once an officer is designated to standby status from the Emergency Standby List, said officer will then move to the bottom of the list. Any officer who volunteers and works an Emergency Standby shift will be moved to the bottom of the Emergency Standby List.

The compensation for standby shall be paid with the wages for the pay period in which the standby pay was earned.

SECTION 7.5A ON CALL PAY

The City will administer “on call” pay as per the provisions of the Fair Labor Standards Act.

SECTION 7.5B CALL-IN/HOLDOVER

An employee required to report early or remain past their normal duty schedule shall be credited for their actual hours worked at the appropriate rate of pay. Such a call-in/holdover shall not constitute a call-back and is not subject to the two (2) hour call-back provision outlined in Section 7.4.

SECTION 7.6 ESSENTIAL OVERTIME

All officers are required to report to or remain on duty as instructed by the Galesburg Police Department.

SECTION 7.7 REST PERIODS

All employees shall receive a fifteen-minute (15-minute) rest period subject to department working conditions during each four-hour (4-hour) period. The rest period shall be granted by the officer’s supervisor as they deem appropriate. During work beyond the normal eight-hour (8), or twelve (12) hour day, officers shall receive their breaks in the same intervals as described above.

SECTION 7.8 MEAL PERIODS

All patrol officers and detectives shall be granted a paid thirty (30) meal period during each work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

SECTION 7.9 TIME-TRADING

All patrol officers covered by this Agreement may trade with other patrol officers subject to the following conditions:

- a. The trading of time is done voluntarily by the officers and not at the request of the employer.
- b. The trade is not made for reasons related to the employer’s business operations but is due to the officer’s desire or need to attend to a personal matter.
- c. All trading is subject to the approval of the Chief of Police or their designee.
- d. Time trading shall be limited to twenty-four (24) hours per month in increments no less than four (4) hours. No officer shall work more than sixteen (16) hours straight for the purposes of time trading.

SECTION 7.10 COURT TIME PAY

An officer required to appear in court in the performance of their official duties, outside their normal duty schedule shall, be compensated in accordance with Sections 7.4 and 7.5B. If the meeting or court appearance exceeds two (2) hours, the officer shall receive overtime compensation (time and one half) for the actual time spent by the officer in excess of that two hour minimum.

SECTION 7.11 NO DUPLICATION

There shall be no duplication in the computation of overtime, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other pay more than once for the same hours worked.

ARTICLE VIII – SAFETY

SECTION 8.1 COMPLIANCE WITH LAWS

The City agrees to comply with all known State and Federal laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such officers shall comply with all safety rules and regulations established by the City.

SECTION 8.2 OFFICER SAFETY

The Galesburg Police Department agrees with the concept of officer safety and in that regard will agree to make every reasonable effort to contribute to the safety of all officers through appropriate training/education in support of normal police operations.

SECTION 8.3 EQUIPMENT MAINTENANCE

The Galesburg Police Department agrees that all equipment under the control of the Galesburg Police Department, including vehicles, shall be maintained so as to comply with known safety requirements as specified by state law for the protection of officers.

The PSEO agrees that all officers must use their assigned equipment in a responsible manner which includes, but is not necessarily limited to, the proper use and operation of all equipment and the prompt, written reporting of any observed maintenance problem or needed repair to the officer's immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

SECTION 8.4 LABOR-MANAGEMENT MEETINGS

Representatives of the PSEO, not to exceed three (3) in number, and the City shall meet at mutually-agreed-upon times to discuss matters of mutual concern. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are in fact meetings and not "negotiations". If a written agenda

cannot be developed, then no meeting will be held. Disputes concerning Article VIII must go through the Labor-Management meeting prior to any grievance proceeding.

ARTICLE IX – SENIORITY

SECTION 9.1 DEFINITION

Seniority shall, for the purposes of this Agreement, be defined by an employee's length of continuous departmental service since the date of hire with the department in a position covered by this Agreement.

SECTION 9.2 APPLICATION OF SENIORITY

In the application of seniority for layoffs and recalls, the City will abide by the provisions of the Illinois State Statutes for employees covered by this Agreement. Promotions shall be governed by applicable Board of Fire and Police Commissioners Rules. Seniority with respect to vacation leaves shall be as contained in Article XV. Upon the initial posting/pick of vacations only when time off scheduling and seniority are in conflict, seniority shall prevail insofar as possible and upon approval of the Chief of Police or his authorized representative.

SECTION 9.3 TERMINATION OF SENIORITY

Seniority and the employment relationship may, at the City's discretion, be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of applicable Illinois Statute, or (d) is discharged. The parties agree the following reasons, among others, constitute a cause to file for discharge when an employee (1) is absent for three (3) consecutive workdays without notifying the Chief of Police or Shift Supervisor, (2) is laid off and fails to notify the Board of Fire and Police Commissioners of his intention to return within three (3) City business days, exclusive of holidays, after receiving notice of recall or fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence. The Chief of Police shall advise the Board of Fire and Police Commissioners in writing of all such personnel transactions.

SECTION 9.4 PROBATIONARY PERIOD – NEW EMPLOYEES

All new officers shall be considered probationary employees until one year after they begin the Department's field training program. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to maintain adequate performance evaluations during this period or otherwise displays any trait or conduct which would not be in the best interests of law enforcement, they may be dismissed.

An extension of the probationary period shall be granted only upon mutual written agreement by both parties of the employee and the Police Chief or their designee. However, the City retains the right to terminate an employee if they fail to meet the standards of the job.

SECTION 9.5 SENIORITY ROSTER

The City shall maintain a seniority roster noting the date of hire and current classification of each bargaining unit employee. The PSEO shall be provided with a copy of the seniority roster once per year. Any objection to the seniority roster as provided by the City Manager's Office shall be reported in writing to the City Manager's Office within fifteen (15) workdays of the date of deliverance of the seniority roster.

SECTION 9.6 SAME DAY HIRES

Seniority shall be computed from the date of appointment. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the respective appointment list shall have greater seniority.

SECTION 9.7 LAYOFF AND RECALL

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall ordinarily be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period and (b) in the event of further reduction in force, employees covered by this Agreement will be laid off in the inverse order of their departmental seniority as governed by Illinois State Statutes.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are eligible for recall shall be given two (2) weeks' notice of recall unless an extension is granted in writing by the Chief of Police. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the PSEO. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee – it being the obligation and responsibility of the employee to provide the Chief of Police with their latest mailing address.

SECTION 9.8 RESIGNATIONS

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of their intention to resign. No employee may take time off during the last two (2) weeks of his employment unless approved prior to the notice of intention to resign. The City Manager is given the discretion of waiving the provisions of this notice should unforeseen circumstances warrant.

ARTICLE X – FILLING OF VACANCIES

SECTION 10.1 PERMANENT VACANCY

For the purposes of this Article, a permanent vacancy is created when the City Manager, upon

notification by the Chief of Police, determines to increase the work force and to fill a new position or when any of the following personnel transactions take place in the bargaining unit and the City Manager, upon request of the Chief of Police, determines to replace the previous incumbent: resignations, terminations, promotions or demotions.

SECTION 10.2 METHOD OF FILLING VACANCIES

All vacancies covered by this Agreement will be filled as per the current practice of the Board of Fire and Police Commissioners.

ARTICLE XI – EMPLOYEE DISCIPLINE

SECTION 11.1 DISCIPLINARY ACTIONS

The Chief of Police may discipline or file charges to discharge any police officer. Disciplinary actions and personnel actions shall be in accordance with applicable laws including those pertaining to the Board of Fire and Police Commissioners or as otherwise set forth in this Agreement.

SECTION 11.2 CORRECTIVE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline where appropriate. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

SECTION 11.3 DISCIPLINARY MEETING

If an alleged violation falls within the scope of the Board of Fire and Police Commissioners' jurisdiction, all disciplinary meetings shall be conducted as per the current "Uniform Peace Officers' Disciplinary Act" of the State of Illinois. The parties agree that such proceedings and decisions thereof shall not be subject to the grievance procedure. If the alleged violation is outside the Board of Fire and Police Commissioners' jurisdiction, such disputes shall be subject to the grievance procedure. All such decisions rendered by either the City or the Board of Fire and Police Commissioners shall be mutually exclusive.

ARTICLE XII – PERSONNEL FILES

SECTION 12.1 MAINTENANCE

The commander of the Galesburg Police Department's Staff and Services Division shall keep a departmental personnel file for each officer currently appointed to the department. The City Manager's Office shall also retain a "Central File" for each officer currently appointed to the department. Supervisors may also retain a working file for officers currently assigned to their command. This file will contain job-related information which would be beneficial to the supervisory personnel when completing an officer's performance evaluation.

Upon request of the officer, any written warning retained in the central file may be removed after

a four-year (4-year) period providing that there has been no recurrence of the conduct which led to that written warning.

As of the effective date of this Agreement, the material maintained in the central file shall be the only material which may be used as the basis of disciplinary action directed toward any officer.

All files referenced above shall be considered and treated as confidential.

SECTION 12.2 INSPECTION

Upon appropriate written request to the City Manager's Office or the commander of the Galesburg Police Department's Staff and Services Division, an employee may inspect either or both of their personnel files (the departmental file and the central file) within seven (7) working days subject to the following: inspection shall occur during normal working hours and at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two (2) such requests per year.

SECTION 12.3 NOTIFICATION

Employees shall be notified when a formal written warning is placed in their personnel file and shall be given a copy of such warning.

SECTION 12.4 REBUTTALS

An officer may file a written rebuttal concerning any non-confidential material in their personnel file.

ARTICLE XIII – EVALUATIONS

All officers shall be entitled to and provided with a periodic evaluation of their job performance. The Chief of Police shall ensure that the evaluations, by the forms utilized and the methods used by the immediate supervisor, remain equitable for all officers so evaluated.

The Officer Performance Evaluations shall be completed annually for each officer.

The evaluation shall be discussed with the officer and each officer shall be given a copy immediately after completion of the evaluation and shall sign the evaluation as recognition of having read it. An officer may submit a written rebuttal to said evaluation.

ARTICLE XIV – PERSONAL DAYS

Each officer shall receive credit for thirty-six (36) hours of paid-leave off each fiscal year for personal reasons. A personal day must be scheduled with or approved by the officer's immediate supervisor a minimum of twenty-four (24) hours before it is used. If an officer arrives on duty and manpower permits, the officer may take that day as a personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. If at the

end of the fiscal year an officer has unused personal days to their credit because one or more requests for use of a personal day has been denied in writing by supervision, then they shall be paid for any such credited but unused personal days within thirty (30) days of the close of that fiscal year. Personal day hours are earned and shall be posted January 1st of each fiscal year.

ARTICLE XV – VACATIONS

SECTION 15.1 VACATION ACCUMULATION

Officers covered by this Agreement shall accrue paid vacation leave up to the maximum accumulation specified herein as of their respective anniversary date. Bi-weekly accrual rates shall be determined by dividing all vacation hours including vacation in lieu of holiday by twenty-six (26). The accumulation (sections a, b, c, and d) includes additional vacation in lieu of City-observed holidays.

- A. Zero (0) years through the sixth (6th) year (72 months) of continuous employment, the accrual shall equal one hundred eighty (180) hours per year, or 6.923 hours bi-weekly.
- b. Beginning the seventh (7th) year, (73 months) and through the thirteenth (13th) year (156 months) of continuous employment, the accrual shall equal two hundred sixteen (216) hours per year or 8.3077 hours bi-weekly.
- c. Beginning the fourteenth (14th) year (157 months) and through the twenty-first (21st) year (252 months) of continuous employment, the accrual shall equal two hundred sixty four (264) hours per year or 10.1538 hours bi-weekly.
- d. Beginning the twenty-second (22nd) year (253 months) of continuous employment, the accrual shall equal three hundred (300) hours per year, or 11.5385 hours bi-weekly.

Vacation shall be taken the year following its accrual except as provided herein or upon written permission of the Chief of Police.

Paid time off provided through this collective bargaining agreement in the form of vacation is understood and agreed between the Parties to satisfy Illinois' Paid Leave for All Workers Act ("PLAWA"), 820 ILCS 192/1 *et seq.* in the event that PLAWA is determined to preempt Galesburg's Home Rule authority.

SECTION 15.2 ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 15.1, an officer must have full-time status and have been employed by the City for one (1) year. Employees may not be granted vacation leave if it will result in a negative balance on the books unless approved by the Chief of Police.

SECTION 15.3 VACATION SCHEDULING

Vacation shall be scheduled at times most desired by each officer provided, however, the final right to designate the vacation period is exclusively reserved to the City. Forty-eight (48) hours of annual vacation may be taken in single day multiples. Each officer affected by the vacation time in lieu of holiday provision may take vacation leave with pay consecutively subject to scheduling availability

SECTION 15.4 MAXIMUM ACCRUAL

Vacation may be accumulated up to a maximum of 280 hours as of January 1 of the calendar year. During January of each calendar year, the City will perform an administrative review of each officer's accumulated vacation. If that review determines that any officer's accumulated vacation exceeds 280 hours, that accumulated vacation total shall be reduced to 280 hours. Each officer is expected to monitor their accumulated vacation and to request such vacation time as may be needed to reduce their accumulated vacation total to 280 hours prior to January 1. Officers may also sell back forty hours of vacation time per fiscal year at the officer's then current rate of pay. This option of vacation time sell back shall only be available to officers who have at least 140 hours of currently accrued accumulated vacation.

SECTION 15.5 SEPARATION

Upon termination, each covered employee shall be paid all accumulated hours of earned vacation as determined by the official City records maintained by the Finance Department. Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

ARTICLE XVI – LEAVES

SECTION 16.1 GENERAL LEAVE OF ABSENCE

Bargaining unit employees shall submit requests for paid or unpaid leave of absence in writing to the Chief of Police for review by the City Manager. The City Manager may grant the request for such leave of absence for good and sufficient reason and shall, at their discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. The Chief of Police may recommend vacation, injury/workers compensation and/or sick leave with pay.

SECTION 16.2 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

SECTION 16.3 JURY DUTY LEAVE

Any officer shall be granted a leave of absence with pay if called for jury duty, on a regularly scheduled work day for the officer. Since it is not the intention of the City that an officer receive more compensation for jury duty than they would if they were performing their normal duties,

the officer agrees to turn in the jury check to the City when received.

SECTION 16.4 SICK LEAVE

In the event an officer is unable to work by reason of illness, off duty injury or pregnancy, the City may grant paid sick leave to officers with accumulated sick leave available.

- a. Sick Leave Accumulation: Permanent employees covered by this Agreement may accumulate sick leave at the rate of eight (8) working hours per month to a maximum of 1700 working hours.
- b. Eligibility: In order to be eligible for paid sick leave, each officer covered by this Agreement agrees to:
 - (1) Report promptly and daily to the Chief of Police or shift supervisor the reason for the absence unless extended by a physician in writing for specific time of absence prior to returning to work.
 - (2) Use sick leave only for personal sickness, injury or exposure to a contagious disease except for point 3 below and to bear the burden of proof of such sickness if required by the City.
 - (3) May also use sick leave with pay for absences necessitated by illness, injury, or exposure to contagious disease by a member of their immediate family. The presence of the officer must be actually and immediately required for bona fide serious circumstances or emergencies, as determined by the Chief of Police and absences from duty shall not exceed the period of actual need.
 - (4) In the event of death in an employee's immediate family, the employee shall be permitted to use sick leave for a period of three (3) scheduled working days.

Immediate family is defined as the following relation to the employee or their spouse: spouse, parent, step-parent, sibling, child, step-child, aunt, uncle, grandparent, and grandchild. The word "spouse" shall include civil partners. If an employee's sick leave hours fall below zero, they are no longer eligible for sick leave pay.

- c. Routine Care: With prior approval and sufficient notice, leave for routine (less than four hours) doctor, dental or other medical appointments shall be charged to the officer's regular and/or accumulated sick leave in one-hour (1-hour) multiples for the period the officer is off work.
- d. Certification: If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any officer requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any officer who is sick for more than three (3) consecutive days may be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the Chief of Police

before the officer will be permitted to return to work.

- e. Sick Leave Bonus: Officers will be given one (1) day's pay (12 hours) one (1) time per calendar year when the employee provides the required proof that they have undergone an annual wellness physical examination as provided by the health plan wellness benefit.

The form for medical documentation may be taken to and completed by the attending provider. Once the employee submits the form to the City Manager's office the incentive pay will be paid on the next following payroll. An Explanation of Benefit (EOB) from employee's health plan administrator showing wellness services received by the employee will also be an accepted form of proof of services. The incentive pay will not count as time worked in calculation for overtime pay.

- f. Sick Leave Payout: All officers covered by this Agreement, upon separation from the City with a minimum of twenty (20) years of continuous service, or electing to retire under the provisions of the City's Police Pension Fund, shall be entitled to receive payment in the amount of 30% of one thousand one hundred twenty (1120) sick leave hours maximum they may have on the official City records in the Finance Department at the time of separation or retirement, to be paid at the actual hourly rate of pay. This applies to retirement and separation with a minimum of twenty (20) years of continuous service, and does not involve separation from City service for any other cause or disability leave.

SECTION 16.5 WORKERS COMPENSATION

5 ILCS 345 is incorporated into and made a part of this Agreement.

All injuries must be reported in writing as soon as possible or within three (3) days by the officer or their supervisor in order to be eligible for injury leave and also the workers compensation benefits as provided by the City. The officer shall be responsible for causing a report by the attending physician to be submitted to the Risk Manager each time that the officer is examined by the attending physician and every thirty (30) days thereafter. The Risk Manager shall provide forms to the officer for this purpose. Because the payments for workers compensation benefits are not earnings subject to Federal or State taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the officer will receive a check for workers compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Illinois Workers' Compensation Commission. No deductions of any kind shall be made from this payment. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the officer will receive a check in an amount equal to the difference between the officer's regular bi-weekly salary and the amount paid as workers compensation benefits per (1) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds of course take precedence over voluntary deductions such as credit union or union dues., etc.

SECTION 16.6 DISABILITY LEAVE

If an officer becomes disabled as a result of illness, on or off duty injury or pregnancy and is disabled from performing their duty, and if the disability persists for one (1) month or more, the officer may be eligible to receive disability benefits under the police pension fund. Such disability shall be considered disability leave and such officer may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent medical authorities that the officer will be permanently disabled, the officer must apply for a disability pension upon the request of the Chief of Police to the City Manager. Once an officer has been on leave for thirty (30) months or more, the officer's status as a municipal employee will be governed by current Illinois State Statutes. No officer will be allowed to return to work without a written release from the attending physician.

SECTION 16.7 LEAVE OPTIONS

Officers shall have the option of using earned accrued sick leave, workers' compensation leave or disability leave as provided by the police pension fund for leaves under this section, provided that leaves shall not be taken concurrently (only one of the three types may be taken at any one time).

SECTION 16.8 BENEFITS WHILE ON LEAVE

This section addresses seniority, sick leave, vacation and employment credits while an officer is on a paid and unpaid leave of absence. Insurance benefits while on leave of absence are addressed in Section 18.4 and 18.4A.

- (1) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and rate prescribed in this contract when an officer is on sick leave (including pregnancy and off-duty injury); such accrual shall continue until all accumulated sick leave has been expended.
- (2) Seniority, sick leave, vacation and employment credits shall continue to accrue in the manner and rate prescribed in this contract when an officer is on workers compensation leave for a period of not more than one hundred eighty three (183) consecutive days.
- (3) Seniority, sick leave, vacation and employment credits shall continue to accrue, in the manner and the rate prescribed in this contract, when an officer is on disability leave (including but not limited to: pregnancy, on or off-duty injury or illness) for a period of not more than one hundred eighty three (183) consecutive days.
- (4) Seniority, sick leave, vacation and employment credits shall cease to accrue when an officer on workers compensation or disability leave in excess of one hundred eighty three (183) days.
- (5) Seniority, sick leave, vacation and employment credits for an officer granted an unpaid leave of absence shall cease to accrue effective the date an officer begins that unpaid leave of absence.

Unless otherwise stated in this Section, seniority, sick leave, vacation and employment credits will begin to accrue, in the manner prescribed, in this contract upon the termination of the leave

of absence and the return to duty of the officer.

Upon the return of an officer on disability leave, including but not limited to pregnancy, on or off-duty injury or illness, the City will place the officer in a position similar to the duty assignment held prior to the effective date of the disability.

SECTION 16.9 FORFEITURE OF BENEFITS

Any officer covered by this Agreement who violates Article VI of this Agreement will automatically forfeit any and all covered benefits that he may enjoy.

ARTICLE XVII – WAGES

SECTION 17.1 GENERAL

Effective January 1, 2024, the pay range and pay steps for the classification of Police Patrol Officer shall be as set forth in the salary schedules attached as Appendix C. Wages shall be adjusted for the term of this Agreement as follows:

January 1, 2025 – An additional 4% increase

January 1, 2026 – An additional 4% increase

SECTION 17.2 STEPS AND RANGES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class or position as specified in the City's Salary Schedule. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step A to Step B at the end of two year's service, from Step B to Step C at the end of four year's of service, from Step C to Step D at the end of seven year's service, and from Step D to Step E at the end of nine year's of service.

SECTION 17.3 LONGEVITY

Each employee covered by this Agreement, shall have the following amounts added to their base wages:

Upon 10 years' service – increase base pay by 4%

Upon 15 years' service – increase base pay by 6%

Upon 20 years' service – increase base pay by 8%

Upon 25 years' service – increase base pay by 10%

Base pay shall be the hourly rate as referenced in the City's Classification and Salary Schedule for which the employee is eligible, excluding any other pay adjustment or compensation provided

herein.

SECTION 17.4 CANINE OFFICER

An employee assigned as Canine Officer shall receive three and three-quarter (3.75) hours of additional straight-time pay in each fourteen (14) day pay period, such additional compensation to be used in the calculation of overtime.

Additionally, the canine officer shall be entitled to ten (10) hours of canine flex time per month in lieu of kennel time. The canine flex time shall be preapproved by the canine officer's supervisor.

SECTION 17.5 SEVERANCE PAY

At the time of the regular retirement from active service under the provisions of the Police Pension Fund or upon separation from the City with a minimum of twenty (20) years of continuous service, all officers shall be entitled to severance pay equal to two (2) weeks' actual salary. This is a one-time only benefit and credit will not be given for part-time or temporary service. The City will compute severance pay on actual wages rather than base wages.

SECTION 17.6 PAYROLL DEDUCTIONS AND DIRECT DEPOSIT

If the employee so desires, the Finance Department may make certain deductions from their check. Among these are savings and payments to the credit union, United Way contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

Pursuant to the mutual agreement of the parties, the City has implemented a direct payroll deposit program applicable to officers covered by this Agreement.

SECTION 17.7 UNIFORM CLEANING

The City shall provide each officer the equivalent of two hundred fifty dollars' (\$250.00) worth of dry cleaning services during each fiscal year of this Agreement. Such services will be determined by the Purchasing Division, as per past practices.

SECTION 17.8 ACTING PAY

An officer who is assigned by the Chief or their designee to perform, and does in fact perform, the duties of a higher-ranking officer for four (4) or more hours on any duty day shall receive one (1) hour of compensatory time off or pay, computed at straight time.

SECTION 17.9 FTO PAY

An officer who has been certified as a field training officer (FTO) and who is working as an FTO by assignment of the Chief or their designee, shall receive one (1) hour of compensatory time off or pay, computed at straight time, for each six (6) hours of assigned FTO duty.

ARTICLE XVIII – GROUP BENEFITS

SECTION 18.1 GROUP MEDICAL COVERAGE

Plans which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time officers and their eligible dependents, and to eligible retired employees and their eligible dependents. Plans which provide benefits supplemental to Parts A and B of Medicare are available to the aforementioned retired persons upon the attainment of age sixty-five (65). The plans of medical coverage available to the officers and their dependents, whether the officer is an active full-time employee or a retired employee, are dictated by the age of the persons involved.

Continuation of medical benefits will be offered according to Federal Cobra guidelines, at group rates, to certain eligible employees and eligible dependents whose coverage would otherwise have terminated upon termination of employment. Former employees and eligible dependents will pay the full group premium cost and must notify the City of their intention to continue the coverage within sixty (60) days beginning on the date that coverage would have terminated under the group health plan. Details of these benefits are further explained in the Employee Health Plan Document.

Officers who have been placed on temporary or permanent disability by the Police Pension Fund (including pregnancy or off duty injury leave in excess of one hundred eighty three (183) days) may remain on the City's group medical plan at the officer's cost until age sixty-five (65) except as specified in Section 18.4A.

SECTION 18.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS

Officers under this contract will be eligible for the group coverage on the first day the officer commences to work. If the officer does not enroll all eligible dependents upon the first instance of eligibility for the insurance, dependents may be added at subsequent open enrollment periods. An eligible dependent shall include the insured officer's spouse or civil union partner; a child age 25 or younger; a child who is 26 or older, unmarried, medically certified disabled and is dependent on the parent, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix D toward the cost of group health insurance under the City's plan. In the event that annual premiums for the medical insurance program (health, vision and dental) increase more than 4.0% for any annual renewal, the amount above the 4.0% increase shall be shared pro rata between the City and employee based on the current pro-rata share for the employer and employee under their current healthcare plan. The pro-rata share is shown in Appendix D which outlines the current health insurance contribution rates for the parties.

Also during the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays, and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency.

SECTION 18.3 HEALTH SAVINGS ACCOUNTS (HSA)

For employees who elect coverage under the “High Deductible Plan” the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. Employees who elect coverage under a plan other than the “High Deductible Plan” are not eligible for an HSA and no City contribution will be made.

SECTION 18.4 EMPLOYEES ON NON-DUTY RELATED INJURY DISABILITY LEAVE

Subject to the Employee Health Plan, an employee on non-duty related injury disability leave may remain in the group medical plan, but the employee must pay the full employee premium and the full dependents’ premium, if any.

SECTION 18.4A EMPLOYEES ON DUTY RELATED INJURY/DISABILITY

An officer who has been injured/disabled in the line of duty and who has been placed on permanent disability leave shall remain in the group medical plan, and the City will continue to pay the employee’s insurance premium, less employee contribution. Dependent insurance premiums shall be paid in total by the employee (insured/disabled officer).

If the officer on such permanent duty related injury disability takes employment elsewhere and is covered by a group medical plan, including major medical benefits, by that employer, health care coverage by the City of Galesburg shall cease.

SECTION 18.5 RETIRED EMPLOYEES AND DEPENDENTS

Upon retirement or resignation with 20 or more years of service, an officer may retain the same insurance plan they had as a City employee. Unless the retired officer is subject to provision established in, or exercises their opt-out right under Article XIX of this Agreement, the City will bear the cost of the total premium for the retiree-only medical coverage to age sixty-five (65) for the lowest cost plan offered each year, typically the High Deductible Health Plan. Should the retiring employee choose a plan offered other than the fully paid plan, the retiree shall pay a premium contribution in an amount as determined and set forth by the city. Should the retiree choose to continue dependents coverage, the retiree shall pay a premium contribution in an amount as determined and set forth by the city for dependents coverage. If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 18.1. That person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

SECTION 18.6 OPT-OUT RIGHT

Any employee who is employed and covered by this Agreement as of the date of ratification by both parties shall have the right to opt out of (waive) the City’s obligation to pay the cost of retiree health benefits as provided in Section 18.5. In consideration of such a waiver, the employee

shall be entitled to the retirement health benefits provided under the Retiree Health Savings Plan (“RHSP”) set forth in Article XIX. Such waiver rights shall be exercisable during open enrollment periods established at least annually by the City. Once an employee exercises their right to waive the premium payment obligations of the City under Section 18.5, they shall be covered by the provisions of Article XIX and, while retaining any statutory right that they may have to remain in the group covered by the City health plan, shall no longer be eligible for City-paid health care coverage as provided by Section 18.5. Such opt-out election shall be irrevocable.

SECTION 18.7 PSEO AND MANAGEMENT LIABILITY

The failure of any insurance carrier to provide any benefit for which it has contracted, shall result in no liability to the City, or to the PSEO, nor shall such failure be considered a breach by the City or PSEO of any obligation undertaken under this or any other Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, PSEO, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

SECTION 18.8 RIGHT OF CONSULTATION

A difference between an employee (or their beneficiary) and the insurance carrier(s) shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the PSEO. The City will, however, designate a representative who will be available for consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted by the City in receiving all the benefits to which they are entitled under the terms and conditions of any contract or policy issued by the carrier.

SECTION 18.9 HEALTH BENEFITS ADVISORY COMMITTEE

One member of PSEO shall be allowed to sit in on all health benefits advisory committee meetings. This will be a non-voting position, however, and said employee will be allowed to give their advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

SECTION 18.10 LIFE INSURANCE

During the term of this contract, the City of Galesburg shall provide each full-time officer with a paid ten thousand dollar (\$10,000.00) group term life insurance policy while on active duty with the Galesburg Police Department.

The City of Galesburg reserves the right, at its sole discretion, to select the insurance company through which such group term life insurance policy is to be issued, and to change the insurance carrier. In this same regard, the City of Galesburg also reserves the right, at its sole discretion, to provide such group term life insurance benefits through its own self-insurance program.

When the City of Galesburg's group term life insurance benefit is provided through an insurance company, the benefit shall be subject to the provision of the policy between the City of Galesburg and the insurance carrier.

The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City of Galesburg or to the PSEO, nor shall such failure be considered a breach by the City of Galesburg or the PSEO of any obligation undertaken pursuant to this or any other Section in this Agreement. However, nothing contained in this Section shall be construed to relieve any insurance carrier from any liability it may have to the City of Galesburg, the PSEO, an officer, or the beneficiary of an officer. The City of Galesburg and the PSEO shall, as necessary, take appropriate steps to require and obtain contract compliance from the insurance carrier.

SECTION 18.11 GROUP DENTAL PLAN

For employees covered by this Agreement, a group dental plan is available from a company selected by the City Manager. A plan which provides certain benefits is available to permanent full-time employees and their dependents who enroll in the group health plan. The cost for these plan benefits is included in the group health plan costs as stated in Appendix D.

ARTICLE XIX - RETIREE HEALTH SAVINGS PLAN

SECTION 19.1 ESTABLISHMENT

The City has established a Retiree Health Savings Plan (RHSP) through the MissionSquare Retirement. The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 19.2 REGULAR CONTRIBUTIONS: NEW EMPLOYEES AND OPT-OUT EMPLOYEES

Employees who are hired after the date of ratification of this Agreement by both parties ("new employees") and those current employees who elect irrevocably to opt out of (waive) the City's obligation to pay health insurance premiums for them upon retirement, as provided in Section 18.6 ("opt-out employees"), shall be entitled to retiree health insurance by means of their participation in the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 18.5. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee's probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by MissionSquare Retirement.

ARTICLE XX – PENSIONS

During the term of this Agreement employees shall continue to participate in the Police Pension Fund in accordance with and subject to the provisions of the Statutes of the State of Illinois now applicable or as they may hereafter be amended.

ARTICLE XXI – RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within the state of Illinois, and within a radius of forty-five (45) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual “in fact” living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee’s probationary period if the employee is to be continued in the City’s service. Response time requirements are independent of residency requirements.

ARTICLE XXII – MISCELLANEOUS PROVISIONS

SECTION 22.1 DRIVER’S LICENSE

All police officers, as a condition of appointment, shall be required to possess and maintain a valid Illinois driver’s license. The Chief of Police may, to ensure the legal operation of departmental equipment, require additional driver’s license classifications to be obtained and maintained as necessary.

SECTION 22.2A SERVICE OF NOTICES

Notices hereunder shall be deemed to have been adequately given if served by registered mail or hand-delivered with acknowledgment receipt upon the persons named below at the address indicated unless otherwise notified in writing.

NOTICE TO THE PSEO SHALL BE ADDRESSED TO:

PSEO President
150 South Broad Street
Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager
55 West Tompkins Street
Galesburg, Illinois 61401

SECTION 22.2B EMPLOYEE NOTICE TO EMPLOYER

Employees shall notify their supervisor within seventy-two (72) hours, or the next working day, whichever occurs sooner, of any changes in address or telephone number. The supervisor will

inform the City Manager's Office in writing immediately of any such transaction in order to update the central personnel records maintained by the City Manager's Office.

SECTION 22.2C PSEO NOTICE TO EMPLOYER

The PSEO agrees to furnish the City with a list of names and positions held and to immediately notify the City of any changes thereto. Such notices shall be delivered in writing to the City Manager's Office following any and all elections.

SECTION 22.3 DEPARTMENTAL RULES

The Chief of Police may adopt, change or modify work rules. Whenever the Chief of Police changes work rules or issues new work rules, the PSEO will be given at least three (3) days' prior notice, absent emergency, before the effective date.

The Chief of Police will email each officer with a copy of the approved Police Department's Rules and Regulations. All officers shall agree to follow and adhere to all rules, regulations and general and special orders so long as they are in full force and effect.

Whenever there is a clear conflict between the Departmental Rules and this Agreement, this Agreement shall take precedence.

SECTION 22.4 OUTSIDE EMPLOYMENT

Police officers may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government. All outside employment shall be approved by the Chief of Police.

SECTION 22.5 PERSONAL USE OF CITY PROPERTY

The use of City property for personal use is prohibited.

SECTION 22.6 PHYSICALS

It shall be the responsibility of each officer to maintain the standards of physical and mental fitness required for the safe and satisfactory performance of the police mission. If the Chief of Police, upon direct observation, investigation and/or as a result of information submitted to that office by a command officer, supervisory officer or police officer, has reason to believe that the physical or mental condition of any Galesburg police officer may endanger the health or safety of that officer or any other officer or person, the Chief may direct that officer to submit to medical examination by a physician.

The examination may consist of those tests deemed appropriate by the examining physician including the processing of body fluids.

SECTION 22.7 DRUG AND ALCOHOL POLICY

The drug and alcohol policy applicable to bargaining unit members shall be as set forth in Appendix B to this Agreement.

SECTION 22.8 POLITICAL ACTIVITY

No person holding a position in the police department shall use any official authority or influence to coerce the political action of any person or body or to influence any election. Nothing in this section shall be construed to prohibit or prevent any person from:

- a. Becoming or continuing to be a member of a political club or organization.
- b. Attending political meetings.
- c. Enjoying entire freedom from all interference in casting their vote.
- d. Expressing privately their opinion on any political question.

SECTION 22.9 PERSONNEL RULES

The City's Personnel Rules are not applicable to PSEO bargaining unit employees.

SECTION 22.10 TELEPHONE

All Galesburg police officers shall be required to obtain and maintain an operating cellular phone. Officers shall ensure that the Department has a current telephone number listing and shall further ensure that any changes in the number are reported to the Department by notifying the officer's immediate supervisor within three (3) actual work days.

ARTICLE XXIII – SAVINGS CLAUSE

If any provision to this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

ARTICLE XXIV – ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement.

ARTICLE XXV – AMENDMENTS

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and they shall constitute a part of this Agreement.

ARTICLE XXVI – TERMINATION

This Agreement shall be effective as of 5/20/2024 and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations for a period of thirty (30) days after the anniversary date unless otherwise mutually extended.

Executed this 20th day of May, 2024, after ratification by the union membership and after receiving approval by the City Council.

CITY OF GALESBURG

PUBLIC SAFETY EMPLOYEES' ORGANIZATION

City Manager

President

Chief Negotiator

Witness

Police Chief

Witness

APPENDIX A – AUTHORIZATION FOR PSEO DUES

I hereby authorize the Finance Department to deduct from my earnings, twice per month, one- half of the regular monthly dues, uniform in dollar amount, in the amount certified by the Financial Officer of the PSEO; and further authorize the remittance of such amounts to said local organization in accordance with the currently effective agreement between the City of Galesburg and the PSEO. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the PSEO.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City and department of the City, the PSEO and all other officers, representatives or agents from liability therefore.

Dated: _____

Name: _____

Signature: _____

APPENDIX B – DRUG AND ALCOHOL POLICY

DRUG AND ALCOHOL POLICY

Section B.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol by bargaining unit members present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse. In the interest of employing persons who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.

The City of Galesburg and its Police Department have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protecting the public by ensuring that their employees are physically and emotionally fit to perform their jobs while on duty. For these reasons, the abuse of alcohol substances by bargaining unit members is strictly prohibited on duty and, to the extent that such abuse constitutes conduct unbecoming an officer or adversely affects on-duty behavior or job performance, off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section B.2. Definitions.

- A. “Drugs” shall mean any controlled substance listed in 720 ILCS 570/100 et seq., known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. In addition, it includes “designer drugs” which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. Among the drugs covered by this policy are the following:

Opium	Methaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

- B. The term “drug abuse” includes the use of any controlled substance which has not been legally prescribed and/or dispensed.

Section B.3. Prohibitions.

Police officers shall be prohibited from:

1. Consuming or possessing alcohol or proscribed drugs (drugs proscribed by the Controlled Substances Act) at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business.
2. Using, selling, purchasing or delivery of any proscribed drug during the work day or when off duty.
3. Being under the influence of alcohol or proscribed drugs during the course of the work day.
4. Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Violation of these prohibitions may result in disciplinary action, up to and including discharge.

Section B.4. The Administration of Tests.

The City may require an officer to submit immediately to breathalyzer, blood, and/or urine tests if there is reasonable suspicion for such testing. If an officer is required to undergo such testing based on reasonable suspicion, the City will provide the officer with the basis for such reasonable suspicion in writing at or about the time the test is administered. If the written basis is not provided prior to the actual test, a verbal statement of the basis will be provided prior to administering the test.

The City may use breathalyzer tests as well as urine or blood tests for alcohol testing. For drug/alcohol tests not involving a breathalyzer, the City shall use only licensed clinical laboratories and shall have a supervisor accompany the officer being tested to the testing facility. The testing facility shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the officer is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive result shall not be submitted to the City unless a confirmatory test result is also positive as to the same sample. Upon request, the City shall provide an officer with a copy of any test results which the City receives with respect to such officer.

A portion of the tested sample shall be retained by the laboratory so that the officer may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the employer from the list maintained by the City, the officer shall be

responsible for maintaining the proper chain of custody for said portion of the tested sample.

Within two (2) working days after the test is administered, the officer may request a meeting with the Chief. At any such meeting, the officer may raise issues relating to the testing, including the basis for reasonable suspicion.

The officer shall also have a one-time only option at this meeting to admit to a drug/alcohol problem and to seek assistance from the City's Employee Assistance Program ("EAP"). If the employee invokes this option, the test results shall not be made available to the City.

Except where the officer invokes the time one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an officer tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an officer tests positive for substance abuse involving something other than a proscribed drug, and/or if the officer invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the officer shall be required to enter and successfully complete the EAP, during which time the officer may be required to submit to random testing, as determined by and for the duration specified by the EAP counselor, with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.

Section B.5. Voluntary Requests for Assistance.

Except where there is imminent danger to the life of an employee or others and except where the officer has invoked the one-time only option to admit to the problem and to seek the assistance provided for in Section B.4, above, the administrator of the City's EAP shall maintain in strict confidentiality the fact that an employee has voluntarily sought assistance from the City's EAP. Seeking confidential assistance from the City's EAP shall not be grounds for disciplinary action; however, the seeking of such confidentiality assistance also shall not insulate an employee from the consequences of engaging in conduct prohibited by Section B.3.

Section B.6. Expungement.

If an officer is ordered to take a drug or alcohol test pursuant to this Policy, and the findings on either the initial or confirmatory test are negative, the test results as well as all records of and references to the test and/or the order to take the test shall be expunged from the officer's personnel records.

APPENDIX C – SALARY SCHEDULE

Range	Step A	Step B	Step C	Step D	Step E
19 P	30.12	32.43	34.92	35.94	37.36

APPENDIX D – HEALTH INSURANCE CONTRIBUTION RATES

City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan			
Blue Cross Blue Shield of IL				Blue Cross Blue Shield of IL				Blue Cross Blue Shield of IL			
Premium Contributions CY2024 eff date of ratification 2024-26 CBA				Premium Contributions CY2024 eff date of ratification 2024-26 CBA				Premium Contributions CY2024 eff date of ratification 2024-26 CBA			
High Deductible				\$750 Ded PPO				\$0 Ded PPO			
PSEO	Emp Pays	City Pays	EE & ER	PSEO	Emp Pays	City Pays	EE & ER	PSEO	Emp Pays	City Pays	EE & ER
Single	\$39.98	\$720.76	\$760.74	Single	\$77.86	\$785.92	\$863.78	Single	\$67.98	\$854.08	\$922.06
per pay	\$19.99	\$360.38	\$380.37	per pay	\$38.93	\$392.96	\$431.89	per pay	\$33.99	\$427.04	\$461.03
Emp + 1	\$105.68	\$1,357.62	\$1,463.30	Emp + 1	\$298.68	\$1,362.00	\$1,660.68	Emp + 1	\$310.04	\$1,462.50	\$1,772.54
per pay	\$52.84	\$678.81	\$731.65	per pay	\$149.34	\$681.00	\$830.34	per pay	\$155.02	\$731.25	\$886.27
Family	\$295.52	\$1,636.86	\$1,932.38	Family	\$473.00	\$1,715.52	\$2,188.52	Family	\$494.94	\$1,838.10	\$2,333.04
per pay	\$147.76	\$818.43	\$966.19	per pay	\$236.50	\$857.76	\$1,094.26	per pay	\$247.47	\$919.05	\$1,166.52
Contributions include medical, prescription drug, dental & vision benefits for each plan											

APPENDIX E – SIGN ON BONUS & RELOCATION ASSISTANCE

Sign-On Bonuses and Relocation Assistance for the purpose of Recruitment of Police Officers

1. General Policy

The issue of hiring and retention of police officers has undergone significant change in the past several years. Nationwide, police agencies are seeing drastic reductions in the number of applicants for positions in law enforcement. This is compounded by an increase in resignations and retirements. The Galesburg Police Department is experiencing a similar trend.

In order to remain competitive with other police departments, the City of Galesburg has established a program to entice applicants to become Police Officers with the City of Galesburg. This will include sign-on bonuses and relocation assistance.

2. Hiring Program

Any law enforcement officer hired by the City of Galesburg on or after August 1st, 2022, except for rehires within one (1) year ,will receive a \$2,000 sign-on bonus upon successful completion of the law enforcement academy, or upon date of hire for lateral candidates. They will also receive successive payments of \$2,000 annually over the next four years for each year that they remain employed by the Galesburg Police Department. At a maximum, a law enforcement officer would receive \$10,000 over a four-year period. An example of how the officer might earn these payments:

DOH 9/1/22

Academy Complete 11/1/22 \$2,000

9/1/23 \$2,000

9/1/24 \$2,000

9/1/25 \$2,000

9/1/26 \$2,000

The law enforcement officer must be in good standing, and not on any administrative leave related to their performance, to receive each payment.

3. Relocation Assistance

Any law enforcement officer hired by the City of Galesburg on or after August 1st, 2022, except for rehires

within one (1) year, who must relocate from outside the residency radius in accordance with Article XXI of this agreement, will receive reimbursement of moving expenses not to exceed \$1,000. Receipts and mileage reports must be submitted to Human Resources staff within thirty (30) days of the occurrence. No payments will be made without documentation being provided.

4. Time Period

These programs are available for any law enforcement officer hired August 1st, 2022, through December 31st, 2025. Individuals receiving the bonuses will continue to receive them after December 31st, 2025, up to the cap set forth above. Any law enforcement officers hired after December 31st, 2025, will not receive any sign-on bonus or relocation assistance, unless City Council agrees to extend the program.

5. Repayment

Any law enforcement officer who received any of these incentives is under no obligation to repay any funds in the occurrence of resignation or termination from the City of Galesburg.

Agreed to by:

On behalf of the City of Galesburg

On behalf of the PSEO

Date

Dates



CITY OF GALESBURG

ILLINOIS, USA

2024

Administration
55 West Tompkins Street
Galesburg, IL 61401

Classification & Salary Schedule

City of Galesburg, IL
Classification & Salary Schedule
Effective January 1, 2024 (Page 3, Page 4-Exempt Staff, Pages 5-7)
Effective January 01, 2023 (Page 2, Page 4-Represented Staff)

Approved by City Council on May 20, 2024

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Page	Group
2	AFSCME
3	Police
4	Fire
5	Exempt
6	Non-Represented Hourly
7	Temporary, Seasonal, Part Time, Other

1/1/2023

**Employees represented by the American Federation of
State County & Municipal Employees Local 1173**

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
7A	14.23	14.58	14.94	15.32	15.71	16.10	16.50	16.91	17.33	17.77	18.21
9 A	15.70	16.08	16.49	16.91	17.33	17.76	18.20	18.66	19.13	19.60	20.09
10 A	16.49	16.91	17.33	17.76	18.20	18.66	19.13	19.60	20.09	20.57	21.08
11 A	17.31	17.74	18.18	18.64	19.11	19.58	20.06	20.56	21.07	21.61	22.15
12 A	18.17	18.63	19.10	19.57	20.05	20.55	21.06	21.60	22.14	22.70	23.26
13 A	19.09	19.56	20.04	20.54	21.05	21.56	22.12	22.67	23.24	23.82	24.42
14 A	20.03	20.53	21.03	21.55	22.10	22.66	23.23	23.81	24.41	25.01	25.63
15 A	21.02	21.54	22.09	22.64	23.22	23.80	24.39	25.00	25.61	26.25	26.92
16 A	22.08	22.63	23.21	23.78	24.38	24.98	25.60	26.24	26.91	27.58	28.26
18 A	24.35	24.95	25.57	26.21	26.88	27.55	28.23	28.93	29.66	30.39	31.17
19 A	25.56	26.20	26.87	27.53	28.21	28.91	29.64	30.38	31.15	31.91	32.72
20 A	26.87	27.53	28.21	28.91	29.64	30.38	31.15	31.91	32.72	33.54	34.38

Pay Ranges and Classification Titles	
Range	Title
7 A	Custodian I Transit Dispatcher
9 A	Secretary I
11 A	Handivan Driver Public Safety Clerk Transit Clerk
12 A	Account Clerk I Bus Driver Custodian II Recreation Activity Specialist Relief Driver
13 A	Junior Accountant
14 A	Information Systems Technician Utility Maintenance Community Service Officer Property Compliance Officer

Pay Ranges and Classification Titles	
Range	Title
15 A	Communications Dispatcher/Clerk II
16 A	Engineering Technician I Maintenance Worker
18 A	Community Service Supervisor Heavy Equipment Operator PSB IS Tech Transit Technician Water Meter Shop Foreman
19 A	Crew Foreman Engineering Technician II Mechanic
20 A	Transit Shop Foreman

1/1/2024

Sworn Employees in the Galesburg Police Department

Personnel Represented by the Public Safety Employees' Organization

Range	Step A	Step B	Step C	Step D	Step E
19 P	30.12	32.43	34.92	35.94	37.36

Pay Ranges and Classification Titles	
Range	Title
19 P (hourly base wage)	Police Patrol Officer

Sworn Exempt Personnel in the Galesburg Police Department

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
22 EXP	68,433.42	70,136.60	71,895.58	73,682.50	75,525.26	77,423.88	79,350.38	81,332.74	83,370.96	85,437.08	87,586.96
24 EXP	75,190.23	77,060.89	78,987.42	80,969.78	82,980.06	85,074.11	87,196.08	89,373.91	91,607.55	93,897.02	96,242.37
28 EXP	91,116.11	93,394.01	95,728.86	98,122.09	100,575.13	103,089.50	105,666.76	108,308.41	111,016.11	113,791.52	116,636.30
32 EXP	110,090.97	112,827.22	115,675.10	118,550.93	121,510.52	124,553.86	127,680.97	130,863.93	134,130.63	137,483.90	140,921.02

Pay Ranges and Classification Titles	
Range	Title
22 EXP	Police Sergeant
24 EXP	Police Lieutenant
28 EXP	Police Deputy Chief
32 EXP	Police Chief

1/1/2024

Sworn Employees in the Galesburg Fire Department

Sworn Personnel Represented by I.A.F.F. Local No. 555

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G
19 F (80)*	26.39	27.71	29.10	30.57	32.08	33.69	35.39
19 F (106)	19.43	20.40	21.42	22.49	23.62	24.77	26.04
21 F (80)*	29.10	30.57	32.08	33.69	35.39	37.14	39.00
21 F (106)	21.42	22.49	23.62	24.77	26.04	27.34	28.71
24 F (106)	N/A	N/A	N/A	N/A	N/A	N/A	33.24

*includes 2.5% staff position incentive

Pay Ranges and Classification Titles	
Range	Title
19 F (80)	Firefighter (80)
19 F (106)	Firefighter (106)
21 F (80)	Fire Captain (80)
21 F (106)	Fire Captain (106)
24 F (106)	Fire Battalion Chief (106)

Note: For the ranges above, Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science

Sworn Exempt Personnel in the Galesburg Fire Department

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
27 EX	82,741.13	84,791.00	86,920.77	89,103.77	91,313.39	93,602.88	95,945.63	98,341.59	100,790.83	103,319.94	105,902.25
31 EX	99,912.30	102,414.77	104,970.48	107,579.44	110,294.86	113,036.93	115,858.87	118,760.66	121,742.32	124,777.23	127,891.99

Pay Ranges and Classification Titles	
Range	Title
27 EX	Fire Deputy Chief
31 EX	Fire Chief

1/1/2024 Exempt Salaried Personnel (EX)											
Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
15 EX	47,041.03	48,212.42	49,437.01	50,661.62	51,939.48	53,217.33	54,548.45	55,906.16	57,317.12	58,754.71	60,218.92
17 EX	51,620.02	52,924.50	54,228.98	55,586.70	56,971.04	58,408.63	59,872.84	61,363.67	62,907.74	64,478.45	66,075.77
18 EX	54,095.86	55,453.59	56,837.93	58,248.89	59,713.09	61,203.93	62,721.40	64,292.08	65,889.41	67,539.96	69,243.79
19 EX	56,731.44	58,169.05	59,606.60	61,097.45	62,641.53	64,185.61	65,809.55	67,433.49	69,137.29	70,867.71	72,624.78
20 EX	59,393.65	60,884.47	62,401.92	63,972.62	65,569.94	67,193.88	68,871.08	70,601.49	72,358.56	74,168.84	76,032.38
21 EX	62,322.07	63,866.13	65,463.44	67,114.03	68,791.18	70,495.02	72,278.68	74,062.35	75,925.91	77,816.04	79,759.45
22 EX	65,250.47	66,874.43	68,551.60	70,255.41	72,012.46	73,822.77	75,659.66	77,549.83	79,493.24	81,463.26	83,513.14
23 EX	68,391.89	70,095.69	71,852.72	73,636.40	75,473.31	77,363.49	79,306.88	81,276.92	83,326.80	85,403.30	87,533.08
24 EX	71,693.01	73,476.67	75,313.59	77,203.74	79,120.53	81,117.17	83,140.44	85,216.98	87,346.73	89,529.72	91,765.98
25 EX	75,277.66	77,150.50	79,079.27	81,063.93	83,076.55	85,173.03	87,297.46	89,477.82	91,714.06	94,006.20	96,354.28
26 EX	78,801.08	80,771.10	82,794.37	84,844.25	86,974.00	89,157.01	91,366.63	93,656.13	95,998.87	98,394.86	100,870.70
27 EX	82,741.13	84,791.00	86,920.77	89,103.77	91,313.39	93,602.88	95,945.63	98,341.59	100,790.83	103,319.94	105,902.25
28 EX	86,878.15	89,050.10	91,276.36	93,558.26	95,897.22	98,294.64	100,752.02	103,270.80	105,852.57	108,498.88	111,211.36
29 EX	90,866.14	93,139.66	95,450.47	97,835.78	100,295.64	102,792.80	105,364.48	107,973.43	110,694.20	113,452.23	116,284.81
31 EX	99,912.30	102,414.77	104,970.48	107,579.44	110,294.86	113,036.93	115,858.87	118,760.66	121,742.32	124,777.23	127,891.99
32 EX	104,970.46	107,579.44	110,294.86	113,036.93	115,858.87	118,760.66	121,742.32	124,777.23	127,891.99	131,089.31	134,366.55
33 EX	110,218.98	112,958.42	115,809.62	118,688.78	121,651.82	124,698.70	127,829.45	131,016.09	134,286.60	137,643.77	141,084.87
34 EX	115,418.27	118,297.44	121,260.47	124,257.00	127,466.04	130,568.85	133,839.37	137,193.72	140,631.94	144,126.09	147,732.04
35 EX	121,189.19	124,212.32	127,323.50	130,469.84	133,839.35	137,097.29	140,531.34	144,053.41	147,663.54	151,332.40	155,118.64

Pay Ranges and Classification Titles	
Range	Title
15 EX	Deputy City Clerk
17 EX	Executive Assistant
18 EX	Staff Accountant
20 EX	General Inspector Golf Professional Purchasing Agent Recreation Supervisor
22 EX	Associate Planner 9-1-1 Coordinator Garage Superintendent Junior Systems Administrator PSB Junior Systems Administrator Transit Operations Supervisor
23 EX	GIS Analyst Project Manager I

Pay Ranges and Classification Titles	
Range	Title
24 EX	Administrative Services Manager Benefits & Risk Manager Code Compliance Supervisor Grants & Programming Coordinator Human Resource Manager Park Superintendent
26 EX	Assistant Finance Director IT Manager Project Manager II Senior Systems Administrator Transit Manager
27 EX	Water Superintendent
29 EX	Director of Parks and Recreation
31 EX	City Engineer Director of Community Development Director of Finance & Information Systems
32 EX	City Attorney
35 EX	Director of Public Works

1/1/2024

Non-Represented Hourly (NRH) Overtime Eligible											
Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
15 NRH	22.61	23.19	23.75	24.36	24.96	25.58	26.24	26.89	27.57	28.25	28.95
19 NRH	27.28	27.96	28.66	29.38	30.11	30.87	31.63	32.43	33.24	34.06	34.92
20 NRH	28.56	29.28	30.00	30.74	31.51	32.31	33.11	33.95	34.81	35.68	36.57
21 NRH	29.96	30.70	31.48	32.27	33.07	33.91	34.77	35.64	36.48	37.40	38.36

Pay Ranges and Classification Titles	
Range	Title
15 NRH	Secretary II Transit Assistant
19 NRH	Greenkeeper Water Lab Supervisor
20 NRH	Arborist Water Distribution Supervisor Water Operations Supervisor Water Production Supervisor
21 NRH	Maintenance Supervisor Traffic Supervisor

1/1/2024

Temporary, Seasonal and Part-Time Hourly Employees

Range	Step A	Step B	Step C	Step D	Step E	Step F
1 TT	12.00	n/a	n/a	n/a	n/a	n/a
1 T	14.00	n/a	n/a	n/a	n/a	n/a
3 T	14.00	14.50	15.00	15.50	n/a	n/a
4 T	15.00	15.50	16.00	16.50	17.00	n/a
5 T	16.00	16.50	17.00	17.50	18.00	18.50
6 T	17.50	18.00	18.50	19.00	19.50	20.00
7 T	18.50	19.00	19.50	20.00	20.50	21.00

Pay Ranges and Classification Titles			
Range	Title	Range	Title
1 TT Teen Range	Building Attendant	5 T	Administrative Assistant
	Clerk		Building Services Worker
	Data Entry Clerk		Campground Attendant
	Maintenance Worker		Community Serv Officer
3 T	School Crossing Guard		Equipment Operator
	Concessions		ETSB Assistant
	Maintenance Worker		Food Manager
	Recreation Attendant		Head Lifeguard/WSI
	Scorekeepers		Project Specialist
	Summer Camp Counselor		Public Safety Data Entry Clerk
4T	Tennis Instructor		Recreation Specialist
	Water Plant Maintenance		Special Projects Coordinator
	Account Clerk		Specialist Instructor
	Building Attendant		Transit Building Services Worker
	Clerk		Transit Dispatcher
	Crew Supervisor		Water Collection Clerk
	Custodian		Water Safety Instructor
	Data Entry Clerk	6 T	Handivan Driver
	Engineering Aide	7 T	Recreation Coordinator
	Equipment Operator		Bus Driver
	Golf Starter/Marshall		
	Head Crossing Guard		
	Lifeguard/Swim Instructor		
	School Crossing Guard		
	Wading Pool Maintenance		

Other Positions

Title	Annual Salary
Board of Fire & Police Chairman	\$660.00
Board of Fire & Police Commissioners	\$300.00
College Intern	Weekly Stipend \$100.00

TOWN OF THE CITY OF GALESBURG

Date: May 20, 2024 Agenda Number: 24-9009

TOWN FUND	<u>\$1,323.99</u>
GENERAL ASSISTANCE FUND	<u>\$7,702.23</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u>\$4,349.64</u>
AUDIT FUND	<u></u>
 TOTAL	 <u>\$13,375.86</u>

05/14/24

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
April 30 2024 - May 14 2024

Date	Num	Name	Memo	Paid Amount	
Expense					
602 - Gen Assistance - Rent					
04/30/2024	25017	LL Bent, Margaret		400.00	
05/01/2024	25018	LL KCHA		1,000.00	
05/01/2024	25019	LL Finzel, Paul		425.00	
05/01/2024	25020	LL KCHA		276.00	
05/06/2024	25027	LL Sandburg Village Apartm...		1,000.00	
05/07/2024	25029	LL KCHA		25.00	
05/07/2024	25030	LL Finzel, Paul		425.00	
05/09/2024	25034	LL Black, George Steven		425.00	
05/14/2024	25036	LL Curtis, Michael		425.00	
Total 602 - Gen Assistance - Rent				4,401.00	
603 - Gen Assistance - Utilities					
05/01/2024	25022	AMEREN PLEDGE		112.65	
05/06/2024	25025	AMEREN PLEDGE		1,000.00	
05/14/2024	25035	AMEREN ILLINOIS		16.94	
Total 603 - Gen Assistance - Utilities				1,129.59	
605 - Gen Assistance - P & H					
05/09/2024	25033	Salvation Army Thrift Store		163.50	
Total 605 - Gen Assistance - P & H				163.50	
612 - Gen Assistance - Misc/Lndry/Tra					
05/01/2024	25021	LL KCHA Laundry		12.00	
05/06/2024	25024	Oakbrook Corp/Mary Allen ...		12.00	
05/07/2024	25028	LL KCHA Laundry		12.00	
05/14/2024	25037	Peoria County Clerk		16.00	
Total 612 - Gen Assistance - Misc/Lndry/Tra				52.00	
Total Expense				5,746.09	
Net Income				-5,746.09	

05/14/24

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
 April 30 2024 - May 14 2024

Type	Name	Num	Date	Memo	Amount
Apr 30 - May 14, 24					
Bill	Big Lots	3100027957	05/09/2024		49.39
Bill	Big Lots	3100033742	05/09/2024		49.95
Bill	Big Lots	3100033748	05/09/2024		99.27
Bill	Big Lots	3100033749	05/09/2024		48.40
Bill	Big Lots	3100027950	05/09/2024		73.81
Bill	Big Lots	3100027951	05/09/2024		73.83
Bill	Big Lots	3100027952	05/09/2024		43.93
Bill	Big Lots	3100027953	05/09/2024		49.26
Bill	Big Lots	3100027954	05/09/2024		26.46
Bill	Big Lots	3100027955	05/09/2024		98.39
Bill	Big Lots	3100027956	05/09/2024		44.91
Bill	Big Lots	3100027958	05/09/2024		74.95
Bill	Big Lots	3100033741	05/09/2024		98.74
Bill	Big Lots	3100033747	05/09/2024		50.00
Bill	Big Lots	3100033746	05/09/2024		95.32
Bill	Big Lots	3100033745	05/09/2024		96.53
Bill	Big Lots	3100033744	05/09/2024		49.92
Bill	Big Lots	3100033743	05/09/2024		74.38
Bill	Big Lots	3100033734	05/09/2024		48.95
Bill	Big Lots	3100033735	05/09/2024		49.24
Bill	Big Lots	3100033736	05/09/2024		49.77
Bill	Hy-Vee Main St # 1216	42424	04/30/2024		100.00
Bill	Hy-Vee Main St # 1216	G17044	05/06/2024		25.00
Bill	Hy-Vee Main St # 1216	G17051	05/06/2024		46.95
Bill	Hy-Vee Main St # 1216	G17034	05/06/2024		93.87
Bill	Hy-Vee Main St # 1216	G17055	05/06/2024		98.62
Bill	OSI	1160859-0	05/06/2024		58.84
Bill	OSI	1160858-0	05/06/2024		181.16
Bill	OSI	1160535-1	05/09/2024		8.30
Apr 30 - May 14, 24					1,956.14

TOWN of the City of Galesburg - LIAB
LIABILTY FUND PAYMENT DUE REPORT
April 30 2024 - May 14 2024

Type	Date	Num	Name	Memo	Split	Amount
109 · Cash - CBI F&M LIAB FUND						
Liability ...	04/30/2024	45568367	FEDERAL TAX_IRS	37-6006998	-SPLIT-	-3,466.14
Liability ...	04/30/2024	9009	NCPERS	2516	210 · Federal Payroll ...	-80.00
Liability ...	04/30/2024	43024	Director of Employment S...	0808072	218 · SUTA Payable	-744.50
Liability ...	05/02/2024	To Print	NCPERS	2516	210 · Federal Payroll ...	-59.00
Total 109 · Cash - CBI F&M LIAB FUND						-4,349.64
TOTAL						-4,349.64

TOWN of the City of Galesburg - TOWN
Advance Pay Vendor Summary by Month
April 30 through May 14, 2024

	Apr 30, 24	May 1 - 14, 24	TOTAL
CityGalesburg EXPENSES	0.00	153.06	153.06
Expense Williams	0.00	451.56	451.56
OSI	0.00	224.28	224.28
Royal Cleaning	0.00	420.00	420.00
Tri-States Water	0.00	75.09	75.09
TOTAL	0.00	1,323.99	1,323.99