

CITY OF
GALESBURG
ILLINOIS

December 5, 2022

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
December 5, 2022

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

5:30 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from November 21, 2022
		<u>Consent Agenda #2022-23</u>
22-3044	Bid	2023 liquid chlorine
22-3045	Bid	Demolition of six properties
22-3046	Bid	Demolition of Lake Storey waterslide
22-4113	Approve	Updated Investment Policy
22-5016	Receive	Investment Schedule as of September 30, 2022
22-8022	Bills and Advance Checks	Approval and warrants drawn in payment of same
<u>Passage of Ordinances and Resolutions</u>		
22-1035	Ordinance	2022 property taxes for FY 2023 (Final Reading)
22-1036	Ordinance	Franchise Agreement with Comcast (Final Reading)
22-1037	Ordinance	Sales tax increase (First Reading)
22-1038	Ordinance	SSA #1 Maintenance Property Tax Ordinance (First Reading)
22-2072	Resolution	Purchase of property located at 849 S. Henderson Street for a future park development
22-2073	Resolution	401(a) Money Purchase Plan with MissionSquare
<u>Bids, Petitions and Communications</u>		
22-3047	Bid	Trucks #162 & #169 for the Water Division

Public Comment

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

22-4114	Approve	12/31/23 budget
22-4115	Approve	Selection of Churchill as the Community Center location
22-4116	Approve	Approval of Minor Plat for the Cooke Subdivision
22-4117	Approve	Repair of transit bus
22-4118	Approve	Purchase of cameras for the Galesburg Public Transportation fleet
22-4119	Approve	Minority/Woman owned Business Startup Assistance and Southside Occupancy Assistance for Lavender Lotus Yoga Studio, to be located at 113 S Cherry Street
22-4120	Approve	Minority/Woman owned Business Startup Assistance for Galesburg Selfie Museum, to be located at 149 N Broad Street
22-4121	Approve	Minority/Woman owned Business Startup Assistance for Malley Foods, LLC, to be located at 54 S Seminary Street
22-4122	Approve	Funding Agreement with KCHA for warming shelter services
22-4123	Approve	Appeal of variance denial for sprinkler requirement, 510 N Kellogg St
22-4124	Approve	Lease Agreement with KCHA for use of Hawthorne Gym

Town Business

22-9028	Ordinance	Township Budget & Appropriation Ordinance (Final Reading)
22-9029	Ordinance	Tax Levy Ordinance (Final Reading)
22-9030		Bills

Closing Comments

Executive Session

Executive Session	Convene into closed door Executive Session for the purpose of discussing: A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, 5 ILCS 120/2 (c)(1) B. Approval of the executive session minutes for August 15, August 17, August 24, September 6, and November 14, 2022, 5 ILCS 120/2 (c)(21)
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Adjournment

**CITY MANAGER'S OFFICE**

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CITY COUNCIL MEETING**City Manager's Report**

December 5, 2022

CONSENT AGENDA #2022-23**Item 22-3044 2023 Liquid Chlorine**

Staff recommends approval of the bid from Hawkins Inc. in the amount of \$2,094.00 per ton for liquid chlorine for purchases in 2023. Three bids were received, with Hawkins Inc. submitting the low and best bid. The Water Division (61) budgets for the purchase of this chemical in their annual budget.

Item 22-3045 Demolition of Six Properties

Staff recommends approval of the bid submitted by Brown Excavating & Demolition in the amount of \$79,991.00 for the demolition and clean-up of six properties. The bid is for properties located at 643 Day Street, 481 East Third Street, 830 Liberty, 359 South Henderson Street, 1965 East Main Street and vacant lot to the East, and 518 West South Street. All properties are in a dangerous condition or not economically feasible to restore, and demolition orders have been obtained through the court system. Six vendors responded to this bid request with the low and best bid submitted by Brown Excavating & Demolition. There are applicable funds available in the Property Redevelopment (Fund 23) to complete these demolitions.

Item 22-3046 Demolition of Lake Storey Waterslide

Staff recommends approval of the bid submitted by Neidig Trucking & Excavating in the amount of \$9,000.00 for the demolition and clean-up of Lake Storey waterslide. Eight vendors responded to this bid request with the low and best bid submitted by Neidig Trucking & Excavating. There are applicable funds available in the Utility Tax Fund (59) to complete the demolition.

Item 22-4113 Updated Investment Policy

Staff recommends approval of the updated investment policy. In an effort to ensure the Investment Policy is kept current and in compliance with State law, the City's Investment Policy is being presented to City Council for its annual review. The annual review is conducted subsequent to audit fieldwork and includes a review of the current investment policy. A sound investment policy helps to ensure the return on investments is maximized while considering safety and liquidity. Investment earnings are used to help cover yearly operating expenses in many of the funds.

Item 22-5016 Investment Schedule as of September 30, 2022

The September 30, 2022 Investment Schedule reports a grand total of investments in the amount of \$64,314,636. The national 3-month T-Bill rate at September 30, 2022 was at 3.22 percent while, at the same timeframe, the City investments earned an average rate of 2.036 percent.

Item 22-8022 Bills

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

ORDINANCES AND RESOLUTIONS**Item 22-1035 Property Taxes for FY 2023 (Final Reading)**

Staff recommends approval of the property tax levy ordinance. The 2022 tax levy request has been established at \$9,707,763 which is an increase of 0% when compared to the total amount of the current year tax levy (2021) extension. Based on the current Estimated Assessed Value (EAV) for the 2022 tax levy, the estimated property tax rate for the City would be approximately \$2.64 or zero cents more than the 2021 tax levy rate. Annually, the City Council establishes a dollar amount needed from property tax extensions by the County Clerk. This amount is then aggregated with other taxing districts resulting in individual tax bills on individual property. The City should receive the majority of the money collected from this levy in June and September of 2023.

Item 22-1036 Franchise Agreement with Comcast (Final Reading)

Staff recommends approval of an ordinance granting a franchise to Comcast and the associated Comcast franchise agreement. The City Council approved a nonexclusive franchise agreement with Comcast in 2014, which expires December 31, 2022. It is proposed to approve a new nonexclusive franchise agreement with Comcast for a 10-year period. The terms of the agreement are essentially the same as the previous agreement and the city will continue to receive the 5% franchise fee that the city has received in the past.

Item 22-1037 Sales Tax Increase (First Reading)

Staff recommends approval of an ordinance to increase the Home Rule Sales Tax Rate from 1.00% to 1.25%. If the City Council approves the ordinance to increase the home rule sales tax from 1.00% to 1.25%, administration will file the ordinance with the State of Illinois Department of Revenue by March 31, 2023. The tax will become effective July 1, 2023 and it is estimated that the City will receive its first payment in October 2023. The additional .25% would generate approximately \$950,000 annually in home rule sales tax revenue.

Item 22-1038 SSA #1 Maintenance Property Tax Ordinance (First Reading)

Staff recommends approval the Special Service Area Tax Levy Ordinance. On January 20, 1975, the City Council approved Special Ordinance No. 75-4, which created, from the Special Service Area #1, a flat rate of \$1 per \$100 equalized assessed value. Money generated from this levy is utilized to pay maintenance services in the downtown area. On May 2, 1992 the Downtown Council requested that at the time their levy for bond repayment expired, a new tax replaced it in the amount of \$1.50 per \$100 of equalized assessed value to assist in covering operational expenses. On November 18, 2013, the City Council approved a ten-year extension of the \$1.50 tax for the Special Service Area tax commencing on the 2014 property tax levy (payable in 2015). The tax levy must be approved in time to be filed with the Knox County Clerk by the last Tuesday in December 2022.

Item 22-2072 Purchase of Property located at 849 S. Henderson Street

Staff recommends approval a resolution authorizing the purchase of a portion of a property commonly known as 849 S. Henderson Street, from Knox County Ventures, LLC for potential future development of a public park. The portion of real estate is a 2-lot subdivision of 849 South Henderson Street. This is located by Learning Connections, which was the former Cooke Elementary School. Knox County Ventures, LLC is selling a portion of the property to the City of Galesburg for \$60,000 and the city plans to develop a future park on the property once funding comes available for development.

Item 22-2073 401(a) Money Purchase Plan

Staff recommends approval of a 401(a) Money Purchase Plan Adoption and Trust Agreements. In accordance with the terms and conditions of employment for the new city manager, the city agrees to establish a 401(a) Money Purchase Plan with MissionSquare Retirement for the benefit of the city manager. The plan will be solely funded by contributions directly from the city manager's annual salary. The city has agreed to make no contribution to the plan on his behalf.

BIDS, PETITIONS AND COMMUNICATIONS**Item 22-3047 Trucks #162 & #169 for the Water Division**

Staff recommends approval of the bid in the amount of \$63,966.00 (not including trade) submitted by Bob Ridings Inc. for the purchase two pick-up trucks for the Water Division. The Water Division planned to replace the vehicles in 2020 and 2021; however, the scheduled replacements were extended as a cost savings measure. Both vehicles have now served beyond their useful life and are in need of replacement as each vehicle is utilized daily by staff in the meter shop and has over 110,000 miles, ongoing mechanical issues, and require bodywork. A bid request for this procurement was advertised in the Galesburg Register Mail, published on the city website, and sent to seventeen vendors on file that regularly inquire about vehicle purchases. One bid was received. There are funds budgeted in the Water Fund (061) for this purchase.

CITY MANAGER'S REPORT**MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)****Item 22-4114 12/31/23 Budget**

Staff recommends approval of the December 31, 2023 Annual Budget. The budget is the working plan for the operation of the City of Galesburg during the January 1 - December 31 fiscal year. The 2023 budget is as follows:

Total Revenues: \$66,732,850

Total Use of Fund Balance and/or Other Financial Resources: \$8,805,610

Total Expenditures: \$73,977,775

General Fund Revenue Total: \$26,686,945

General Fund Expenditure Total: \$28,022,330

General Fund Use of Fund Balance: \$1,335,385

Item 22-4115 Selection of Churchill as the Community Center Location

The selection of the former Churchill Junior High as the location of the proposed community center is provided for council consideration. The cost estimates for the sites considered are:

Location	Type of Construction	Total Estimated Costs
Gunther	New Construction	\$9,755,775
820 E. Fifth	New construction	\$9,386,875
Churchill	Renovation	\$7,352,500
Hawthorne	New construction for Comm Ctr, renovation of Gym	\$6,755,750
Library	Renovation	\$5,627,350

If this item is approved, staff will work with Farnsworth Group to develop an agreement for architectural/engineering services to finalize the proposed spaces to be developed, provide final design concepts, and prepare bid documents for the project, which will be brought to City Council at a future meeting for approval. Due to the desire to maintain reserves, the City should consider a quarter cent sales tax increase to support the Community Center and infrastructure improvements throughout the City as identified through the survey. This funding strategy would result in new revenue and will not have an impact on current operations or programs currently funded.

Item 22-4116 Approval of Minor Plat for the Cooke Subdivision

The Planning and Zoning (P&Z) Commission recommends approval of the Minor Plat with the installation of public sidewalk along the west side of Holton Street being delayed until such time a plan is developed for a future public park. Staff concur with this recommendation. The proposed subdivision is a 2-lot subdivision of 849 South Henderson Street. If approved, the west portion of the property will remain under the current ownership. The east, approximately 2.74 acres, will be available for the City's proposed purchase and potential future development of a public park.

Item 22-4117 Repair of Transit Bus

Staff recommends approval of waiving normal purchasing policies and approving the repairs to bus 1107 in the amount of \$49,092.86. Quotes were obtained from Thompson Trucking and Cummins for the necessary repairs to the unit, with Thompson providing the low and best quote. Both vendors, who have historically completed large repairs on the buses, indicated that the engine needed replaced due to age. Given the state of the transit fleet and the extended time before equipment could be replaced with new, the engine replacement was authorized as an emergency situation.

Item 22-4118 Purchase of Cameras for the Galesburg Public Transportation Fleet

Staff recommends approval of waiving normal purchasing policies and approving the purchase of cameras and wifi capabilities from GSI, Inc (Gatekeeper), in the amount of \$77,862.61 to complete build out of onboard cameras for Public Transportation. Under a Capital Grant from the State of Illinois, Galesburg Public Transportation was able to have cameras installed on the fixed route buses in 2017. As there were unexpended funds left on the grant that will be expiring in 2023, IDOT has approved the use the remaining funds to purchase additional cameras to be

utilized on the paratransit fleet. This purchase will include adding cameras to the paratransit vehicles as well as including wifi upgrades to all Public Transportation vehicles. The benefit of this is that Public Transportation staff will be able to check cameras on vehicles live rather than waiting for the vehicle to return to base. In addition, this will also allow patrons to link to public wifi on the vehicles. The total cost to complete this purchase is \$77,862.61. Grant funds will cover \$73,298.23 of this purchase. The remaining balance of \$4,564.38 will be paid for with Fund 32.

Item 22-4119 Minority/Woman owned Business Startup Assistance and Southside Occupancy Assistance for Lavender Lotus Yoga Studio, to be located at 113 S Cherry Street

The KCAP Review Committee recommends approval of a \$5,000 Minority/Women owned Startup Assistance and a \$7,380 Southside Occupancy grant for The Lavender Lotus Yoga Studio. The City Manager and Director of Community Development concur with this recommendation. The Lavender Lotus Yoga Studio is proposing to lease space at 113 S. Cherry St. to operate the business, which will offer yoga classes and aesthetic treatments, such as spray tanning. Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. Initially, in addition to the owner, the business will have three to four instructors acting as independent contractors. Per the Southside Occupancy Assistance Program guidelines, the business is eligible to request 1/3 of the annual rent or \$5,000 per year, whichever is less for a maximum of two years. In this situation, it is estimated the maximum incentive will be up to \$7,380 over the two-year period.

Item 22-4120 Minority/Woman owned Business Startup Assistance for Galesburg Selfie Museum, to be located at 149 N Broad Street

The KCAP Review Committee recommends approval of a \$10,000 Minority and/or Woman owned Business Startup Assistance Program for GYANN, LLC d/b/a Galesburg Selfie Museum. The City Manager and Director of Community Development concur with this recommendation. The Galesburg Selfie Museum is proposing to lease space at 149 N Broad Street to operate the business, which will offer spaces with various decorative themes (seasonal and everyday life celebrations) whereby users can rent the space and take their own photos for family or corporate events. Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. In addition to the owner, the business is projecting to hire two part-time employees in the first year and three full-time employees within two years.

Item 22-4121 Minority/Woman owned Business Startup Assistance for Malley Foods, LLC, to be located at 54 S Seminary Street

The KCAP Review Committee has recommended the approval of a \$10,000 Minority and/or Woman owned Business Startup Assistance Program for Malley Foods, LLC d/b/a Malley Farms. The City Manager and Director of Community Development concur with this recommendation. Malley Farms is proposing to lease space at 54 S Seminary Street to operate the business. The business is a specialty food producer of small batch canning products including jams, jellies, fruit butters, sauces, condiments, and pickled vegetables. The leased space will have a kitchen area as well as retail space and provide the opportunity to produce additional product to grow national

sales opportunities through their internet store. Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. In addition to the owner, the business is projecting to hire two - four part-time employees in the first two years.

Item 22-4122 Funding Agreement with KCHA for Warming Shelter Services

Staff recommends approval of a grant agreement with the Knox County Housing Authority (KCHA) in an amount not to exceed \$76,000. In partnership with the City of Galesburg and the Salvation Army, the Knox County Housing Authority will operate a winter warming shelter. The proposed budget for the warming shelter operation is included and outlines the anticipated costs, which the city will reimburse KCHA through this grant award. Through this collaborative alliance, the shelter will provide low-barrier access to a warm and safe overnight place and provide referrals and connections to additional housing and supportive resources for those in need. The anticipated dates of operation are December 12, 2022 through March 31, 2023 and it will operate seven days a week, from 6:00 pm to 7:00 am.

Item 22-4123 Appeal of Variance Denial for Sprinkler Requirement, 510 N Kellogg Street

An appeal of the Overall Code Review Commissions decision to deny a variance of Section 902.28 of the International Building Code and the International Fire Code regarding fire sprinkler requirements in a R3 occupancy is provided for council consideration. The Overall Code Review Commission reviewed the variance request during their Tuesday, November 29, 2022, meeting. The applicant's request was for a temporary variance of the sprinkler requirement through March 31, 2022. On a vote of seven ayes, zero nays and zero abstentions the Commission denied the variance request. The building located at 510 N Kellogg was previously a church. The property owner is proposing to use a portion of the building as a temporary warming shelter. This would be a change of occupancy from A3 to R3. The 2012 International Building Code (IBC), and the 2012 International Fire Code (IFC) require the installation of a fire sprinkler system for all R3 building occupancies. The type of sprinkler system can vary depending on the number of occupants. The Overall Code Review members discussed the fact that no such variance has been approved by the commission in the past. It was the Commission's opinion that the safety concerns outweighed the financial concerns. City ordinance provides for the option of an appeal of the commission's decision to be considered by city council. The council may, at its discretion, uphold, overturn, or amend any action taken by the commission.

Item 22-4124 Lease Agreement with KCHA for use of Hawthorne Gym

Staff recommends approval of a lease agreement with the Knox County Housing Authority for the possible use of Hawthorne Gym as a warming shelter. Contingent on if the City Council overturns the variance denial presented in item 22-4123 of this agenda, it is likely that the Salvation Army's building at 510 N. Kellogg Street will be utilized as the warming shelter location. However, as there are still unknown aspects to the cost to utilize the building at 510 N. Kellogg Street, and the timeframe in which it will be prepared to be utilized, this lease for Hawthorne Gym is also presented for approval. The lease provides for the use of Hawthorne Gym as a warming center, with the ability to terminate the lease within seven days if another facility becomes available to be utilized as a warming center. Approval of this lease would allow for the

use of Hawthorne Gym as a warming shelter, if needed, until the Salvation Army building is ready to be utilized, or throughout the term of the lease if the option to utilize the Salvation Army's building does not come to fruition.

TOWN BUSINESS

Item 22-9028 Township Budget & Appropriation Ordinance (First Reading)

Item 22-9028 Tax Levy Ordinance (First Reading)

Item 22-9030 Town Bills

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

5:20 p.m. Public Hearing: City of Galesburg FY 23 Budget
Town of the City of Galesburg FY 23 Budget

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
November 21, 2022
5:30 p.m.

Called to order by Deputy Mayor Larry Cox at 5:30 p.m.

Roll Call #1: Present: Council Members Bradley Hix, Wayne Dennis, Kevin Wallace, Dwight White, Jaclyn Smith-Esters, and Larry Cox, 6. Absent: Mayor Peter Schwartzman and Council Member Sarah Davis, 2. Also Present: City Manager Gerald C. Smith, Interim City Attorney Paul Mangieri, and City Clerk Kelli Bennewitz.

Deputy Mayor Cox declared a quorum present.

The Pledge of Allegiance was recited.

Semenya McCord gave the invocation.

Council Member Dennis moved, seconded by Council Member Wallace, to approve the minutes of the City Council's regular meeting from November 7, 2022.

Roll Call #2:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried.

Proclamation: Small Business Saturday

CONSENT AGENDA #2022-22

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

22-2068

Approve a Supplemental Resolution for the 2022 Intermittent Resurfacing project for a total of \$706,293.35.

22-3041

Approve the bid from Hein Construction in the amount of \$215,000, which includes a \$25,000 contingency, for the women's locker room renovation at the Public Safety Building.

22-4110

Approve the City's annual Financial Policies.

22-4111

Approve the waiving of normal purchasing policies and approve the fiscal year 2023 Springbrook maintenance fees for the government-wide software utilized by the City.

22-5015

Receive the June 30, 2022, Investment Schedule.

22-6006

Approve the following appointments:

Reverend Andrew Jowers, Youth Commission, term expires December 2025.

Bradley Nolden, Fire Pension Fund Board, term expires April 2024.

22-8021

Approve bills in the amount of \$1,124,017.97 and advance checks in the amount of \$658,708.45.

Council Member Smith-Esters moved, seconded by Council Member Wallace, to approve Consent Agenda 2022-22.

Roll Call #3:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

22-1033

Council Member White moved, seconded by Council Member Smith-Esters, to approve Ordinance 22-3686 on final reading dissolving the Tax Increment Financing fund and Redevelopment Project Area 2 (East Main Street TIF II).

Roll Call #4:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried.

22-1034

Council Member Smith-Esters moved, seconded by Council Member Dennis, to approve Ordinance 22-3687 on final reading amending the Tax Increment Financing fund and Redevelopment Project Area 4 (Central/East Main Street TIF IV) and deleting certain parcels.

Roll Call #5:

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

Nays: None

Absent: Council Member Davis, 1.
Chairman declared motion carried.

22-1035

Special Ordinance on first reading 2022 Property Tax Levy in the amount of \$9,707,763, which is an increase of zero percent compared to the 2021 tax levy extension.

22-1036

Ordinance on first reading granting a new nonexclusive franchise agreement with Comcast for a ten year period. The City will continue to receive the 5 percent franchise fee revenue as in the past.

Arthur Svymbersky, Government Affairs Manager for Comcast, introduced himself to the Council and offered to answer any questions they may have.

22-2069

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve Resolution 22-60 to install additional street lighting on South Lake Storey Road.

Roll Call #6:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried.

22-2070

Council Member Smith-Esters moved, seconded by Council Member White, to approve Resolution 22-61 authorizing the Mayor, City Clerk, Director of Finance and Information Systems, and the City Manager to sign and submit a grant application for the amount of \$23.85 million for the Consolidated Rail Infrastructure and Safety Improvements Program for the Galesburg Business Park through the Federal Railroad Administration which is part of the United States Department of Transportation.

Roll Call #7:

Ayes: Council Members Hix, Dennis, White, Smith-Esters, and Cox, 5.

Nays: Council Member Wallace, 1.

Absent: Council Member Davis, 1.

Chairman declared motion carried.

22-2071

Council Member Hix moved, seconded by Council Member Dennis, to approve Resolution 22-62 authorizing a public hearing for citizen feedback on the location of a community center.

City Manager Smith stated that the public hearing would be used to gather information to assist in the direction of a community center, however, would have no effect on the action from the straw poll that was taken at the work session to move forward with the Churchill building. He would guess that if approved a hearing could take place in January.

Discussion was held on whether or not an amendment to the Resolution was needed to add the property at 820 East Fifth Street. Interim City Attorney Mangieri stated that there is no wording in the Resolution naming the specific options and therefore an amendment is not needed.

Council Member Wallace stated that the neighborhood around 820 E. Fifth Street is a close knit community and likely wouldn't like a community center located there. He also noted that he doesn't believe there are enough parking spaces. He would like something on that side of town but doesn't feel that this is a good location.

Council Member Smith-Esters questioned if any locations could be brought up at the public hearing. Judge Mangieri noted that any and all options could be suggested at that time by the public. Council Member Smith-Esters further stated that she hates kicking the can down the road and that more important information needs to be discussed such as the need for programming and how the center will be operated and feels that this resolution would be taking a step backwards.

Council Member Hix stated that this public hearing would be asking for citizen comment and input and that they are our constituents and taxpayers and have a right to express their opinions.

Council Member White asked about the recent survey. Public Works Director Wayne Carl stated that 62% voted for a community center however there was no question on the location. Council Member Wallace stated having a public hearing could be a great forum but likely only 20-30% of the public would attend and that there would be many individuals who couldn't make the hearing. Instead, he noted that possibly everyone with a water account could get a questionnaire about a community center.

Council Member Hix asserted that the question of having a referendum came before the Council at an earlier meeting and it was voted down.

Council Member White moved, seconded by Council Member Wallace, to table agenda item 22-2071.

Roll Call #8:

Ayes: Council Members Wallace and White, 2.

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

Absent: Council Member Davis, 1.

Abstain: Council Member Smith-Esters, 1.

Chairman declared motion failed.

Council Member Wallace left the meeting at 6:15 p.m.

Council Member Smith-Esters inquired about the resolution and the wording. Judge Mangieri stated that it reads that "the City Council finds that hosting a public hearing at which citizens are provided with information on community center location options and their respective approximate cost would provide a beneficial opportunity for citizens to evaluate options and share their opinion on the location of a community center." He further stated that it says "the

City Manager and his designees are hereby authorized and directed to take all necessary and proper action to hold a public hearing for citizen input on the location of a community center.

Council Member Wallace returned to the meeting at 6:18 p.m.

Council Member White noted that a straw poll was taken and it was 4/3 in favor of moving forward with Churchill. He is disappointed that the losing party is trying to figure out how to move forward otherwise. He added that all the locations were looked at and were ruled out for many different reasons. He feels that now, because certain Council Members lost their choice, they are going back to the public. Council Member White reported that his constituents want Churchill and that they need to vote for their residents. He also noted that an open house was held at Churchill several months ago.

Roll Call #9:

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

Nays: Council Members Wallace, White, and Smith-Esters, 3.

Absent: Council Member Davis, 1.

Chairman declared motion failed.

BIDS, PETITIONS, AND COMMUNICATIONS

22-3042

Council Member Wallace moved, seconded by Council Member Smith-Esters, to approve the purchase of a 2023 Ford F250 Extended Cab 4x4 with 8 foot bed in the amount of \$49,531.46 for the Water Division. It is expected that the lifespan of this truck would be 12-15 years.

Roll Call #10:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried.

Council Member Wallace left the meeting at 6:23 p.m.

Council Member Wallace returned to the meeting at 6:26 p.m.

22-3043

Council Member White moved, seconded by Council Member Wallace, to approve the bid from Hein Construction in the amount of \$1,640,000, which includes a \$50,000 contingency, for the HVAC replacement at the Public Safety Building.

Council Member Hix asked why there would only be one bid for such a large project. Community Development Director Steve Gugliotta stated that one contractor made him aware that they would not be bidding and another contractor missed the date and time of the bid opening.

It was questioned if this system is the same one in the Court House, which has had issues. Director Gugliotta and Mark Lee, Klinger & Associates, stated that the Court House system had piping issues which have since been resolved. Lee noted that this system does come with a 5-year parts and labor warranty and a full 10-year parts warranty. The system also includes a supplemental heat source that will kick on during rare events when the temperature drops below -13 degrees.

Council Member Dennis noted that the contractor who didn't get a bid in is a friend and he will be abstaining.

Deputy Mayor Cox inquired if this system is in the Building Replacement Fund. Finance Director Gloria Osborn stated that it is not and had not been a budgeted item and will therefore be paid from the Planning Fund. Chief Idle stated that the system is old enough that it was not included in the Building Replacement Fund and has simply been repaired along the way.

Roll Call #11:

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

Nays: None

Absent: None

Abstain: Council Members Hix and Dennis, 2.

Chairman declared motion carried.

PUBLIC COMMENT

Pam Gaither, Galesburg Area Chamber of Commerce, addressed the Council and welcomed Gerald Smith to our community. She thanked all who attended the Thanksgiving Luncheon today and congratulated Carol Hagan for receiving the Thomas B. Herring Community Service Award.

A citizen addressed the Council and stated that she only found out about discussions on a community center four months ago. She noted that she does not get the newspaper but does listen to the radio station. She remarked that if she didn't know about the community center then there are likely others who do not as well.

Reverend Andrew Jowers addressed the Council and stated that a straw poll was taken and that staff is moving in the direction of Churchill. He commended those who voted for the improvements at Hawthorne Centre, which shows progress. Progress, he stated, is not easy and is messy but that Council needs to move forward. Reverend Jowers noted that if the Mayor and Council Member Davis were in attendance he doesn't feel that the meeting would have gone the way it has. He stated that it is the Council Member's job to educate people, especially the younger generation. He reminded them that they need to think about what history will say about their votes.

CITY MANAGER'S REPORT

A. November Traffic Advisory Committee Report.

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

22-4112

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve two separate off-duty police officer work agreements - one to be utilized for public entities and a separate agreement for private entities.

Roll Call #12:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared motion carried.

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

Township Clerk Bennewitz read information in honor and memory of Christine Eik Winick, former Township Supervisor, who passed away on November 4th.

TOWN BUSINESS

22-9026

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

Fund Title	Amount
Town Fund	\$1,000.49
General Assistance Fund	\$6,056.59
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
Total	\$7,057.08

Roll Call #13:

Ayes: Trustees Hix, Dennis, Wallace, White, Smith-Esters, and Cox, 6.

Nays: None

Absent: Trustee Davis, 1.

Chairman declared motion carried.

22-9027

Trustee Dennis moved, seconded by Trustee Smith-Esters, to approve Township Resolution 22-03 appointing Kimberly Thierry to fill the unexpired term of Township Supervisor through May 2025.

Roll Call #14:

Ayes: Trustees Hix, Dennis, Wallace, White, Smith-Esters, and Cox, 6.

Nays: None

Absent: Trustee Davis, 1.
Chairman declared motion carried.

22-9028

Ordinance on first reading approving the Township Budget and Appropriation for the fiscal year beginning January 1, 2023, and ending December 31, 2023, showing the following:

General Town Fund	\$497,224		
Audit Fund	\$20,000		
Liability Fund	\$9,000		
Social Security/Medicare Fund	\$34,000		
Illinois Municipal Retirement Fund (IMRF)	\$34,000		
General Assistance Fund	\$455,800		
Total Appropriations			\$1,050,024

22-9029

Ordinance on first reading approving the 2022 Property Tax Levy for the Town of the City of Galesburg in the amount of \$531,000.

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

CLOSING COMMENTS

Council Member Hix congratulated Carol Hagan for receiving the Herring award and knows that she volunteers a lot of hours for the United Way and the Lion's Club. He also thanked Pam Gaither for a great Thanksgiving luncheon.

Council Member Dennis apologized for not being able to attend the Community Thanksgiving Luncheon.

Council Member Wallace congratulated Kim Thierry on her appointment to Township Supervisor. He added that he believes Churchill is the best fit for a community center and is in the center of town.

Council Member White stated that the community has a right to speak and let their elected officials know how they feel. He reminded everyone that an open house was held at Churchill in November 2021, the building was purchased in May 2022, and all that information was posted for the public. He reiterated that they have been working on a community center for over a year now and he does not want to continue to kick the can down the road.

Council Member White would like the community to get together and talk about what they want in a community center and added that he knows there will be costs but that you can't put

a price on a smile. He stated that anyone who would like to talk to him about the community center can contact him.

Council Member Smith-Esters announced the second annual Holly Days parade will be held December 4th at 5 p.m. She also added that she is thankful for everyone who attends the meetings. An announcement will also be made soon on the warming center.

Council Member Wallace left the meeting at 7:00 p.m.

Council Member Cox asked City Manager Smith to work with Ken Springer and investigate the Cradle to Career initiative, which is similar to the Knox County CEO program. It has been successful in Spartanburg, South Carolina, and McLean County, near peoria. In McLean County, the program is an organization of dedicated community, education, and business leaders committed to unify and mobilize community and external resources by enhancing the culture of shared responsibility to maintain and enhance workforce development in McLean County. Their mission is to grow a robust, diverse, and work-ready talent pipeline through an integrated network of employers, educators, and community resources.

Council Member Cox wished everyone a happy Thanksgiving.

There being no further business, Council Member Cox, seconded by Council Member Smith-Esters, to adjourn the regular meeting at 7:03 p.m.

Roll Call #15:

Ayes: Council Members Hix, Dennis, White, Smith-Esters, and Cox, 5.

Nays: None

Absent: Council Members Wallace and Davis, 2.

Chairman declared motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Bid recommendation, 2023 annual supply of liquid chlorine.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Water Superintendent, and Purchasing Agent recommend that the City Council approve the bid from Hawkins Inc. in the amount of \$2,094.00 per ton for liquid chlorine for purchases in 2023.

BACKGROUND: The City of Galesburg annually bids out the yearly supply of liquid chlorine for the Water Division. This chemical is supplied in one-ton cylinders to the Oquawka plant. A bid request was advertised in the Galesburg Register Mail and made available on the City website. Four vendors responded as follows:

Bid Results for 2023 Liquid Chlorine

Company	City/State	Price Per Ton
Brenntag Mid-South	Bartonville, IL	2,284.00
Alexander Chemical Corp	LaPorte, IN	2,480.00
Hawkins Inc*	Roseville, MN	2,094.00
<i>* Low and best bid</i>		

Previous Years Results

Year	Rate	Company
2022	1,648.00	Hawkins Inc
2021	507.00	Brenntag Mid South
2020	442.00	Brenntag Mid South
2019	458.00	Brenntag Mid South
2018	449.00	Brenntag Mid South
2017	399.00	Brenntag Mid South

Hawkins Inc. submitted the low and best bid in the amount of \$2,094.00 per ton. It should be noted that pricing for this chemical fluctuates annually based on demand and availability. The ongoing volatile market and the shortage of cylinders has caused inflated prices for the past two years. For historical purposes, the last five years of pricing have been provided as well.

BUDGET IMPACT: The Water Division (61) budgets for the purchase of this chemical in their annual budget.

SUPPORTING DOCUMENTS: None

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Bid recommendation, demolition and clean-up of six properties in Galesburg, IL.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Code Compliance Supervisor and Purchasing Agent recommend City Council award the demolition of these six properties as outlined to Brown Excavating & Demolition in the amount of \$79,991.00.

BACKGROUND: Community Development has taken the necessary steps through the court system for the demolition of the following properties: 1) 643 Day Street, 2) 481 East Third Street, 3) 830 Liberty, 4) 359 South Henderson Street, 5) 1965 East Main Street and vacant lot to the East, and 6) 518 West South Street. These properties have been found to be either dangerous to the general public or not economically feasible to restore. Photos of the properties have been attached for your reference. When applicable, the City bills the owners of the non-City owned properties for the demolition charges in an attempt to be reimbursed for the fees involved in these demolitions once the demolition project is completed.

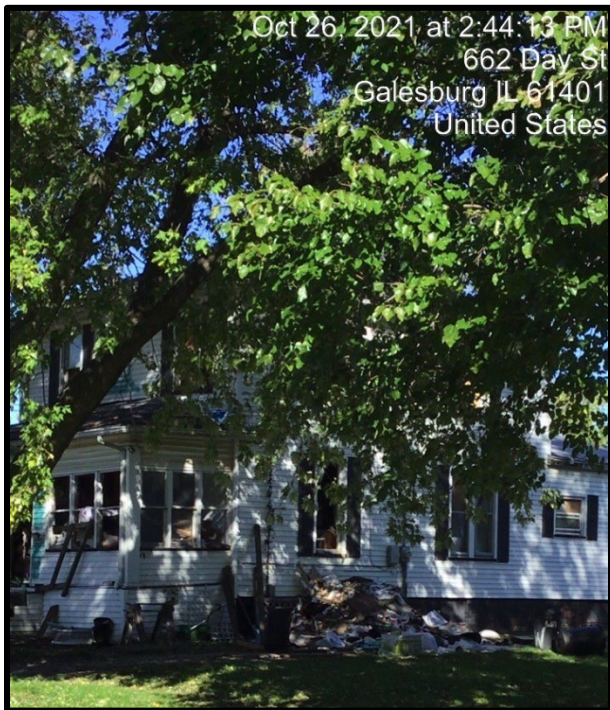
The request for bid was advertised in the Galesburg Register-Mail and made available on the city website. Emails were also sent to all known demolition vendors on file. Six vendors responded to this bid request with the low and best bid submitted by Brown Excavating & Demolition in the amount of \$79,991.00. City staff have reviewed the bid and find that the costs submitted for this project are reasonable based on the requirements of this demolition. As a matter of public safety, City staff recommend approval. A detailed bid tabulation is attached.

BUDGET IMPACT: There are applicable funds available in the Property Redevelopment (Fund 23) to complete these demolitions.

SUPPORTING DOCUMENTS:

1. Photos of 643 Day Street
2. Photos of 481 East Third Street
3. Photos of 830 Liberty
4. Photos of 359 South Henderson Street
5. Photos of 1965 East Main Street and vacant lot to the East
6. Aerial of 518 West South Street
7. Bid Tabulation for this project

643 Day St



481 E Third St



830 Liberty St



359 S Henderson

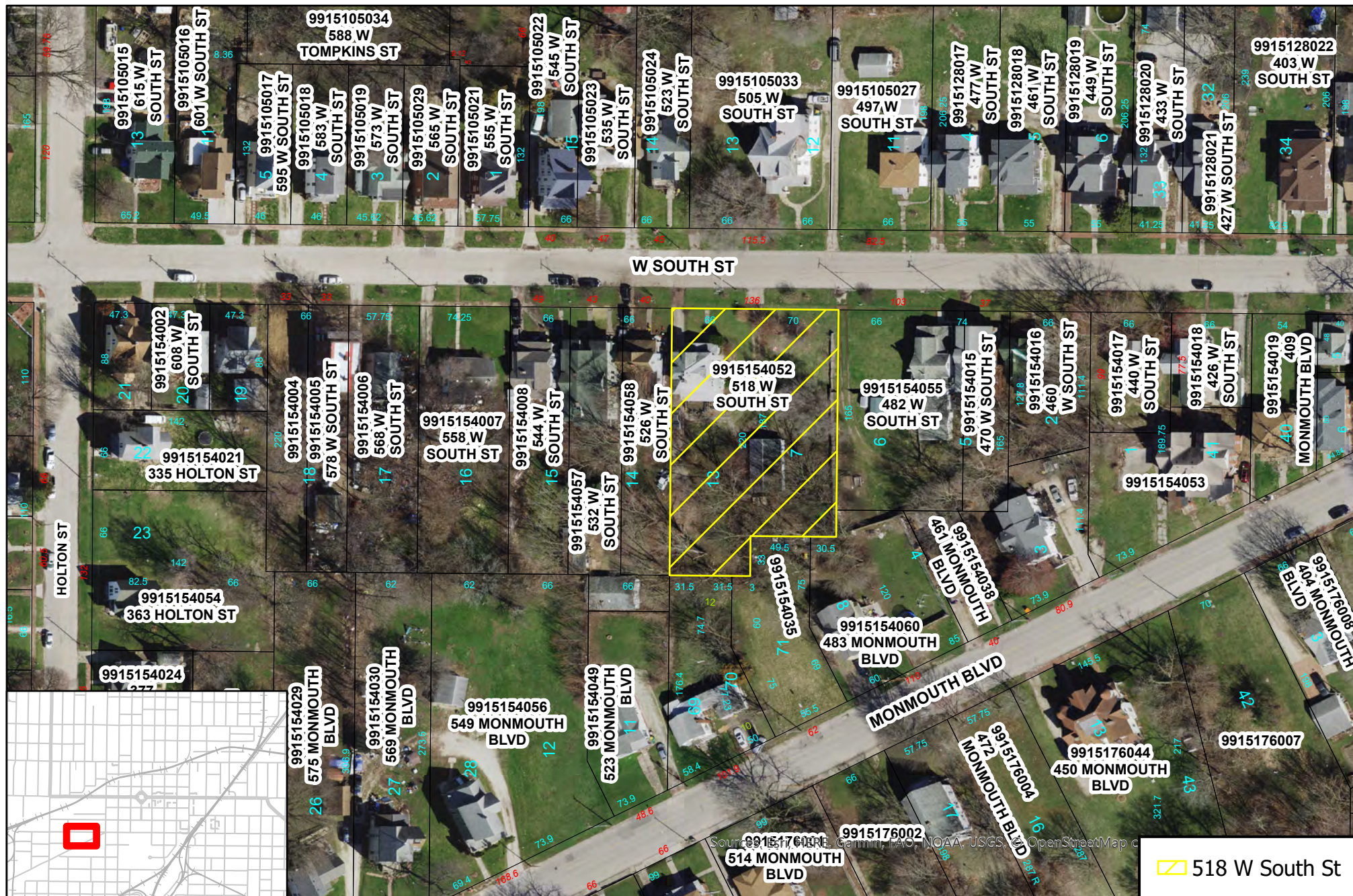
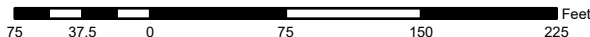


1965 E Main & VL to the East





[Back to Agenda](#)



CITY OF GALESBURG

Finance Department

Bid Results for Demo of Six Properties (Nov)

11/23/2022

Attended by: T Miller/ M Miller/ E Heiden/ R Speidel

Vendor	Brown Excavating & Demolition Alpha, IL		Neidig Trucking & Excavating Canton, IL		Lockwood Excavating & Construction Galeburg, IL		USA Recycling - Excavating LLC Galesburg, IL		S Shafer Excavating Inc Pontoon Beach, IL		D&T Demolition LLC Galesburg, IL	
	Demo Cost	Working Days	Demo Cost	Working Days	Demo Cost	Working Days	Demo Cost	Working Days	Demo Cost	Working Days	Demo Cost	Working Days
643 Day St	\$ 15,563.00		\$ 24,000.00	15	\$ 19,658.33	6	\$ 17,000.00	90	\$ 32,250.00	10	\$ 25,000.00	20
481 E Third	\$ 14,795.00		\$ 15,500.00	15	\$ 19,658.33	6	\$ 17,000.00	90	\$ 21,200.00	10	\$ 22,000.00	25
830 Liberty	\$ 10,237.00		\$ 14,500.00	30	\$ 19,658.33	6	\$ 17,000.00	90	\$ 14,600.00	10	\$ 15,000.00	25
359 S Henderson	\$ 13,683.00		\$ 17,500.00	30	\$ 19,658.33	6	\$ 17,000.00	90	\$ 28,400.00	10	\$ 22,000.00	25
1965 E Main and VL to the East	\$ 21,075.00		\$ 23,000.00	40	\$ 19,658.33	6	\$ 17,000.00	90	\$ 23,000.00	10	\$ 35,000.00	25
518 W South ST	\$ 4,638.00		\$ 24,000.00	40	\$ 19,658.35	6	\$ 17,000.00	90	\$ 34,300.00	10	\$ 10,000.00	25
Total Bid Submission: \$ 79,991.00 145 \$ 118,500.00 170 \$117,950.00 36 \$102,000.00 540 \$153,750.00 60 \$129,000.00 145												
Bid Security	BB		BB		BB		BB		BB		Check	

**Low and Best Bid*

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Bid recommendation, demolition and clean-up of Lake Storey Waterslide in Galesburg, IL.

SUMMARY RECOMMENDATION: The City Manager, Director of Parks and Recreation and Purchasing Agent recommend City Council award the demolition of Lake Storey waterslide as outlined to Neidig Trucking & Excavating in the amount of \$9,000.00.

BACKGROUND: The waterslide located at Lake Storey Beach has been closed since approximately 2014. With the various new water features at Lakeside Waterpark the need to maintain the Lake Storey waterslide for potential future use has diminished. Over the years, numerous citizens have approached the city requesting to have the waterslide demolished for various safety and aesthetic reasons.

The request for bid was advertised in the Galesburg Register-Mail and made available on the city website. Emails were also sent to all known demolition vendors on file. Eight vendors responded to this bid request with the low and best bid submitted by Neidig Trucking & Excavating in the amount of \$9,000.00. City staff have reviewed the bid submitted by Neidig Trucking & Excavating and find that the costs submitted for this project are reasonable based on the requirements of this demolition. City staff recommend approval. A detailed bid tabulation is attached.

BUDGET IMPACT: There are applicable funds available in the Utility Tax Fund (59) to complete the demolition.

SUPPORTING DOCUMENTS:

1. Bid Tabulation for this project

CITY OF GALESBURG

Finance Department

Bid Results for Demolition of Lake Storey Waterslide

11/23/2022

Attended by:

Vendor	Brown Excavating & Demolition LLC Alpha, IL		Lockwood Excavating & Construction Inc Galesburg, IL		Neidig Trucking & Excavating Canton, IL		Miller Trucking & Excavating Silvis, IL	
	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>
Lake Storey Waterslide	\$ 13,494.00	10	\$ 32,000.00	45	\$ 9,000.00	20	\$ 26,000.00	5
Total Bid Submission:	\$ 13,494.00	10	\$ 32,000.00	45	\$ 9,000.00	20	\$ 26,000.00	5

Bid Security	BB	BB	BB	BB
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**Low and Best Bid*

Vendor	R Munoz Construction Lomax, IL		USA Recycling- Excavating Galesburg, IL		IPS Waterslide Inc Sandwich, IL		S Shafer Excavating Inc Pontoon Beach, IL	
	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>	<i>Demo Cost</i>	<i>Working Days</i>
Lake Storey Waterslide	\$ 92,138.00	14	\$ 16,600.00	90	\$ 275,000.00	45-60	\$ 114,800.00	15
Total Bid Submission:	\$ 92,138.00	14	\$ 16,600.00	90	\$ 275,000.00	45-60	\$ 114,800.00	15

Bid Security	Cashiers Check	BB	BB	BB
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**COUNCIL LETTER
CITY OF GALESBURG
DECMEBER 5, 2022**

AGENDA ITEM: Annual approval of updated investment policy.

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

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

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

After review of the current Investment Policy, the only change to highlight is on page 10 which replaces Todd Thompson, the prior City Manager with the new City Manager, Gerald Smith, as an authorized signer to sign documents such as Certificate of Deposit safekeeping receipts.

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

SUPPORTING DOCUMENTS:

1. Red-lined Investment Policy



2022

Investment Policy Red-Lined

Approved by City Council on 12/5/22

City of Galesburg
55 West Tompkins Street
Galesburg, IL 61401

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TABLE OF CONTENTS

POLICY STATEMENT	2
SCOPE	2
OBJECTIVE	2
Safety	2
Credit Risk.....	3
Interest Rate Risk.....	3
Liquidity	3
Yield	3
STANDARDS OF CARE.....	4
Prudence.....	4
Ethics and Conflicts of Interest.....	4
Delegation of Authority	4
SAFEKEEPING AND CUSTODY.....	5
Authorized Financial Dealers and Institutions.....	5
Internal Controls.....	5
Delivery vs. Payment	6
SUITABLE INVESTMENTS.....	6
Investment Types	6
Collateralization.....	7
Repurchase Agreements	7
INVESTMENT PARAMETERS.....	7
Diversification	7
Maximum Maturities	8
Competitive Bid	8
REPORTING	8
Methods.....	8
Performance	8
POLICY CONSIDERATIONS	9
Exemptions	9
Amendments	9
ATTACHMENTS.....	9
ADOPTION	9
LIST OF AUTHORIZED PERSONNEL	10
GLOSSARY OF CASH MANAGEMENT TERMS	11
AUTHORIZED FINANCIAL DEALERS INVESTMENT POLICY ACCEPTANCE	18

CITY OF GALESBURG, ILLINOIS

INVESTMENT POLICY

POLICY STATEMENT

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

SCOPE

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

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

OBJECTIVE

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

Safety

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

Credit Risk

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

Limiting investments to the safest types of securities

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

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

Interest Rate Risk

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

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

By investing operating funds primarily in shorter-term securities

Liquidity

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

Yield

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

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

STANDARDS OF CARE

Prudence

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

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

Ethics and Conflicts of Interest

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

Delegation of Authority

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

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

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

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

SAFEKEEPING AND CUSTODY

Authorized Financial Dealers and Institutions

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

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

- Provides audited financial statements for the past three fiscal years.
- Provides proof of membership in the Securities Investor Protection Corporation.
- Provides proof of registration with the Securities and Exchange Commission.
- Provides proof of membership in a self-regulatory organization such as the National Association of Securities Dealers, the Financial Industry Regulatory Authority or the New York Stock Exchange.
- Provides proof of state registration.
- Has been in operation for at least 10 years, or in the case of broker/dealer companies that have been created as result of mergers or acquisitions, have a substantial operating history.

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

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

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

Internal Controls

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

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

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

Delivery vs. Payment

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

SUITABLE INVESTMENTS

Investment Types

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

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

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

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

Collateralization

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

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

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

Repurchase Agreements

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

INVESTMENT PARAMETERS

Diversification

The investments shall be diversified by:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities or investments federally insured such as with FDIC),
- Limiting investment securities that have higher credit risks,
- Investing in securities with varying maturities and

- Continuously investing with a portion of the portfolio in readily available funds such as local government investment pools, money market or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Maximum Maturities

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

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

Competitive Bid

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

REPORTING

Methods

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

Performance

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

POLICY CONSIDERATIONS

Exemptions

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

Amendments

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

ATTACHMENTS

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

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

ADOPTION

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

This policy supersedes all prior investment policies.

LIST OF AUTHORIZED PERSONNEL

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

GLOSSARY OF CASH MANAGEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Interest Rate - See "Coupon Rate."

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

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

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

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

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

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

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

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

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

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

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

Market Value - Current market price of a security.

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

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

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

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.

4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sells SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Swap - Trading one asset for another.

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

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

Treasury Bills - Short-term U.S. government non-interest bearing debt securities with maturities of no longer than one year and issued in minimum denominations of \$10,000. Auctions of three-

and six-month bills are weekly, while auctions of one-year bills are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZED FINANCIAL DEALERS INVESTMENT POLICY ACCEPTANCE

I have received the investment policy approved by City Council on ~~December 20, 2021~~December 5, 2022 for the City of Galesburg. I have read and understand the goals and objectives of the City's investment program. Also, based on if I am seeking consideration to be a new broker/dealer or if I am currently an approved broker/dealer, I will include the required documentation listed below.

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

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

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**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: September 30, 2022 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 Director of Finance & Information Systems. The September 30, 2022 Investment Schedule reports a grand total of investments in the amount of \$64,314,636. The national 3-month T-Bill rate at September 30, 2022 was at 3.22 percent while, at the same timeframe, the City investments earned an average rate of 2.036 percent.

BUDGET IMPACT: The quarterly investment schedule provides cash and investment details held by each of the City's funds as of September 30, 2022.

SUPPORTING DOCUMENTATION:

1. September 30, 2022 Investment Schedule

**CITY OF GALESBURG
INVESTMENT SCHEDULE
09/30/22**

[Back to Agenda](#)

TABLE 1 - WEIGHTED AVERAGE INVESTMENT					NATIONAL RATES
	GRAND TOTAL	% OF TOTAL	RATE	LENGTH	
CASH IN BANK	\$2,769,186.02	4.454%	2.476%	1	Fed Funds 3.08%
IL FUNDS	13,347,459.57	21.467%	2.516%	1	
Illinois Trust	4,175,902.15	6.716%	2.480%	1	T-Bills 3 mos.
F&M BANK SAVINGS	16,768,210.87	26.969%	3.075%	1	3.22%
CERTIFICATE OF DEPOSIT (CD)	16,138,000.00	25.955%	1.386%	454	T-Bills 6 mos.
U.S. TREASURIES	8,977,201.90	14.438%	1.359%	349	3.82%
TOTAL	\$62,175,960.51	100.000%	2.036%	169	
RESTRICTED TRUSTS	\$2,138,675.32				
GRAND TOTAL	\$64,314,635.83				

TABLE 2 - INVESTMENT LENGTH SUMMARY						
	TOTAL	1 DAY	180 DAYS	365 DAYS	730 DAYS	731+ DAYS
CASH IN BANK	\$2,769,186.02	\$2,769,186.02	\$0.00	\$0.00	\$0.00	\$0.00
IL FUNDS	13,347,459.57	13,347,459.57	0.00	0.00	0.00	0.00
Illinois Trust	4,175,902.15	4,175,902.15	0.00	0.00	0.00	0.00
F&M BANK SAVINGS	16,768,210.87	16,768,210.87	0.00	0.00	0.00	0.00
CERTIFICATE OF DEPOSIT (CD)	16,138,000.00	0.00	7,283,000.00	7,880,000.00	0.00	0.00
U.S. TREASURY	8,977,201.90	0.00	7,997,513.90	979,688.00	0.00	0.00
TOTAL	\$62,175,960.51	\$37,060,758.61	\$15,280,513.90	\$8,859,688.00	\$0.00	\$0.00
RESTRICTED TRUSTS	\$2,138,675.32					
Grand Total	\$64,314,635.83					

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
GENERAL FUND (01)							
01	Cash In Bank		10101	\$187,361.08	Open	Open	3.075%
01	F&M Bank Savings		10102	\$4,260,971.00	Open	Open	3.075%
01	IL Funds		10105	\$43.82	Open	Open	2.516%
01	Illinois Trust		10108	\$81,816.53	Open	Open	2.480%
01	Petty Cash		10201-10220	\$1,750.00	Open	Open	N/A
TOTAL CASH & CASH EQUIVALENTS				\$4,531,942.43			
01	BANK- CD - Camp Grove State Bank			\$240,000.00	31-Aug-22	31-Aug-23	3.400%
01	BANK- CD - CFG Community Bank			\$240,000.00	02-Aug-22	02-Aug-23	3.300%
01	BANK- CD - Core Bank			\$245,000.00	19-Sep-22	19-Sep-23	3.400%
01	BANK- CD - Eaglebank			\$240,000.00	31-Aug-22	31-Aug-23	3.290%
01	BANK- CD - EastBank, NA			\$245,000.00	26-Jan-22	26-Jan-23	0.400%
01	BANK- CD - Farmers Bank & Trust, NA			\$245,000.00	01-Feb-22	01-Feb-24	0.850%
01	BANK- CD - Financial FSB			\$45,000.00	08-Sep-21	08-Mar-23	0.250%
01	BANK- CD - First Bank of Ohio			\$245,000.00	26-Jan-22	26-Jan-23	0.550%
01	BANK- CD - First Central Bank, Cambridge			\$240,000.00	07-Sep-22	07-Sep-23	3.250%
01	BANK- CD - First Central Bank McCook, NA			\$240,000.00	07-Sep-22	07-Sep-23	3.400%
01	BANK- CD - First State Bank of Boise City			\$240,000.00	31-Jan-22	31-Jan-23	0.550%
01	BANK- CD - Frost State Bank			\$240,000.00	28-Sep-22	28-Sep-23	4.000%
01	BANK- CD - Gateway First Bank			\$245,000.00	17-Sep-21	20-Mar-23	0.330%
01	BANK- CD - GBC International Bank			\$240,000.00	16-Nov-21	16-May-23	0.200%
01	BANK- CD - Global Bank			\$240,000.00	12-Jan-21	12-Jan-23	0.350%
01	BANK- CD - Great Midwest Bank, SSB			\$240,000.00	02-Aug-22	02-Aug-23	3.110%
01	BANK- CD - Merrick Bank			\$245,000.00	08-Mar-22	08-Mar-23	0.800%
01	BANK- CD - Murphy Bank			\$200,000.00	31-Jan-22	31-Jan-23	0.400%
01	BANK- CD - One American Bank			\$245,000.00	26-Jan-22	26-Jan-23	0.520%
01	BANK- CD - Optus Bank			\$245,000.00	07-Mar-22	07-Mar-24	1.400%
01	BANK- CD - Patriot Bank			\$240,000.00	09-Jun-22	09-Jun-23	2.350%
01	BANK- CD - Peoples Bank of Kentucky, Inc			\$240,000.00	03-Feb-21	03-Feb-23	0.350%
01	BANK- CD - Royal Business Bank			\$240,000.00	29-Nov-21	29-Nov-22	0.199%
01	BANK- CD - Select Bank			\$240,000.00	17-Mar-21	17-Mar-23	0.250%
01	BANK- CD - SNB Bank, National Association			\$240,000.00	01-Nov-21	01-Nov-22	0.150%
01	BANK- CD - Spirit Bank			\$245,000.00	27-Jan-22	27-Jan-23	0.450%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
01	BANK- CD - State Savings Bank			\$240,000.00	02-Aug-22	02-Aug-23	3.000%
01	BANK- CD - Transportation Alliance Bank			\$240,000.00	30-May-22	30-May-23	2.050%
01	BANK- CD - Vest Bank, National Association			\$240,000.00	08-Mar-22	08-Dec-22	0.500%
			11301	<u>\$6,770,000.00</u>			
01	US TREASURY NTS	912828CAR2		\$498,750.00	17-Sep-21	31-Oct-22	0.064%
01	US TREASURY	912796R27		\$1,488,382.50	08-Apr-22	29-Dec-22	1.328%
01	US TREASURY NTS	91282DBG5		\$494,062.50	17-Sep-21	31-Jan-23	0.110%
01	US TREASURY NTS	91282CBN0		\$492,500.00	17-Sep-21	28-Feb-23	0.120%
01	US TREASURY	912828S35		\$979,688.00	22-Jun-22	30-Jun-23	2.899%
			11390/11392	<u>\$3,953,383.00</u>			
01	FMTMM Treasury			\$6,264.05	Open	Open	2.870%
			11391	<u>\$6,264.05</u>			
	TOTAL INVESTMENTS			<u>\$10,729,647.05</u>			
	TOTAL GENERAL FUND			<u><u>\$15,261,589.48</u></u>			
	MOTOR FUEL TAX (11)						
11	Cash In Bank		10101	\$0.00	Open	Open	3.075%
11	F&M Bank Savings		10102	\$218,637.60	Open	Open	3.075%
11	IL Funds		10105	\$2,371,319.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$2,589,956.60</u>			
	TOTAL MOTOR FUEL TAX			<u><u>\$2,589,956.60</u></u>			
	GRANTS FUND (13)						
13	Cash In Bank		10101	\$0.00	Open	Open	3.075%
13	F&M Bank Savings		10102	\$4,000,353.59	Open	Open	3.075%
13	IL Funds		10105	\$21,715.04	Open	Open	2.516%
13	Cash 7397 DCEO CDBG Hoursing Rehab		10111	\$0.00	Open	Open	0.000%
13	Cash 4134 DCEO 2018 Help Grant		10112	\$0.00	Open	Open	0.000%
13	Cash 5097 CDBG Monroe St		10113	\$0.00	Open	Open	0.000%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
13	Cash 7135 DCEO Lead RLF 18-248221		10114	\$1,050.00	Open	Open	0.000%
13	Cash 7143 DCEO Lead BP 19-306001		10115	\$1,366.56	Open	Open	0.000%
13	Cash 7150 DCEOHealthyHme 19307001		10116	\$0.00	Open	Open	0.000%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$4,024,485.19</u>			
	TOTAL GRANTS FUND			<u><u>\$4,024,485.19</u></u>			
	<u>GAS TAX (14)</u>						
14	Cash In Bank		10101	\$0.00	Open	Open	3.075%
14	F&M Bank Savings		10102	\$912.18	Open	Open	3.075%
14	IL Funds		10105	\$0.00	Open	Open	2.516%
14	Illinois Trust		10108	\$177,725.84	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$178,638.02</u>			
14	BANK -CD - Millbury National Bank			\$240,000.00	25-Jan-21	25-Jan-23	0.300%
14	BANK- CD - Today's Bank			\$200,000.00	01-Mar-21	01-Mar-23	0.250%
			11301	<u>\$440,000.00</u>			
	TOTAL INVESTMENTS			<u>\$440,000.00</u>			
	TOTAL GAS TAX			<u><u>\$618,638.02</u></u>			
	<u>FEDERAL SPECIAL ENFORCEMENT</u>						
15	Cash In Bank		10101	\$0.00	Open	Open	3.075%
15	F&M Bank Savings		10102	\$49,515.56	Open	Open	3.075%
15	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$49,515.56</u>			
	TOTAL FEDERAL SPECIAL ENFORCEMENT			<u><u>\$49,515.56</u></u>			
	<u>SPECIAL ENFORCEMENT FUND (16)</u>						
16	Cash In Bank		10101	\$384.33	Open	Open	3.075%
16	F&M Bank Savings		10102	\$203,972.21	Open	Open	3.075%
16	IL Funds		10105	\$142,435.48	Open	Open	2.516%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
16	Illinois Trust		10108	\$100,749.34	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$447,541.36</u>			
	TOTAL SPECIAL ENFORCEMENT			<u><u>\$447,541.36</u></u>			
	911 COMMUNICATIONS (17)						
17	Cash In Bank		10101	\$0.00	Open	Open	3.075%
17	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
17	IL Funds		10105	(\$18,562.22)	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>(\$18,562.22)</u>			
	TOTAL 911 COMMUNICATIONS			<u><u>(\$18,562.22)</u></u>			
	Storm Water Utility (18)						
18	Cash In Bank		10101	\$0.00	Open	Open	3.075%
18	F&M Bank Savings		10102	\$106,740.75	Open	Open	3.075%
18	IL Funds		10105	\$648,430.45	Open	Open	2.516%
18	Illinois Trust		10108	\$201,498.77	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$956,669.97</u>			
	TOTAL STROM WATER UTILITY			<u><u>\$956,669.97</u></u>			
	Parks & Recreation (19)						
19	Cash In Bank		10101	\$0.00	Open	Open	3.075%
19	F&M Bank Savings		10102	\$10,337.29	Open	Open	3.075%
19	IL Funds		10105	\$1,415,031.57	Open	Open	2.516%
19	Illinois Trust		10108	\$302,248.22	Open	Open	2.480%
19	Petty Cash		10207-10218	\$2,800.00	Open	Open	N/A
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,730,417.08</u>			
19	BANK- CD - New Omni Bank, NA			\$245,000.00	19-Sep-22	19-Sep-23	3.150%
19	BANK- CD - PromiseOne Bank			\$245,000.00	17-Feb-22	17-Feb-23	0.550%
			11301	<u>\$490,000.00</u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
19	US TREASURY BOND	912810EP9		\$50,546.90	20-Aug-21	15-Feb-23	0.046%
			11390/11392	\$50,546.90			
19	FMTMM Treasury			\$1,870.17	Open	Open	2.870%
			11391	\$1,870.17			
	TOTAL INVESTMENTS			\$542,417.07			
	TOTAL PARKS & RECREATION			\$2,272,834.15			
	AIRPORT OPERATIONS (20)						
20	Cash In Bank		10101	\$0.00	Open	Open	3.075%
20	F&M Bank Savings		10102	\$13,001.65	Open	Open	3.075%
20	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			\$13,001.65			
	TOTAL AIRPORT OPERATIONS			\$13,001.65			
	FOREIGN FIRE BOARD (21)						
21	Cash In Bank		10101	\$0.00	Open	Open	3.075%
21	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
21	IL Funds		10105	\$82,887.46	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			\$82,887.46			
	TOTAL FOREIGN FIRE BOARD			\$82,887.46			
	PROPERTY REDEVELOPMENT (23)						
23	Cash In Bank		10101	\$0.00	Open	Open	3.075%
23	F&M Bank Savings		10102	\$107,140.22	Open	Open	3.075%
23	IL Funds		10105	\$156,608.62	Open	Open	2.516%
23	Illinois Trust		10108	\$802,776.74	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			\$1,066,525.58			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
TOTAL PROPERTY REDEVELOPMENT				\$1,066,525.58			
ECONOMIC DEVELOPMENT (24)							
24	Cash In Bank		10101	\$0.00	Open	Open	3.075%
24	F&M Bank Savings		10102	\$2,981.36	Open	Open	3.075%
24	IL Funds		10105	\$2,268,003.15	Open	Open	2.516%
24	Illinois Trust		10108	\$302,248.22	Open	Open	2.480%
TOTAL CASH & CASH EQUIVALENTS				\$2,573,232.73			
24	BANK - CD-First Credit Bank			\$245,000.00	17-Feb-22	17-Feb-23	0.600%
24	BANK - CD-Frontier State Bank			\$245,000.00	01-Feb-22	01-Feb-23	0.461%
24	BANK - CD-Grand Ridge National Bank			\$240,000.00	16-May-22	16-May-23	0.800%
				11301			
				\$730,000.00			
TOTAL INVESTMENTS				\$730,000.00			
TOTAL ECONOMIC DEVELOPMENT				\$3,303,232.73			
CDBG REPAYMENT (25)							
25	Cash In Bank		10101	\$3,968.91	Open	Open	3.075%
25	F&M Bank Savings		10102	\$23,281.55	Open	Open	3.075%
25	IL Funds		10105	\$0.00	Open	Open	2.516%
25	Illinois Trust		10108	\$100,749.34	Open	Open	2.480%
TOTAL CASH & CASH EQUIVALENTS				\$127,999.80			
TOTAL CDBG REPAYMENT				\$127,999.80			
UDAG REPAYMENT (26)							
26	Cash In Bank		10101	\$3,101.25	Open	Open	3.075%
26	F&M Bank Savings		10102	\$109,769.23	Open	Open	3.075%
26	IL Funds		10105	\$506,218.74	Open	Open	2.516%
26	Illinois Trust		10108	\$302,248.22	Open	Open	2.480%
TOTAL CASH & CASH EQUIVALENTS				\$921,337.44			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
26	US Treasury NTS	912828Z86		\$495,469.00	17-Sep-21	15-Feb-23	0.109%
			11390/11392	\$495,469.00			
26	FMTMM Treasury			\$3,621.19	Open	Open	2.870%
			11391	\$3,621.19			
	TOTAL INVESTMENTS			\$499,090.19			
	TOTAL UDAG REPAYMENT			\$1,420,427.63			
	PUBLIC TRANSIT (30)						
30	Cash In Bank		10101	\$0.00	Open	Open	3.075%
30	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
30	IL Funds		10105	(\$704,179.75)	Open	Open	2.516%
30	First Midwest Bank		10130	\$0.00	Open	Open	0.000%
30	Petty Cash		10225-10226	\$580.00	Open	Open	N/A
	TOTAL CASH & CASH EQUIVALENTS			(\$703,599.75)			
	TOTAL PUBLIC TRANSIT			(\$703,599.75)			
	PUBLIC TRANSPORTATION PROJECTS (32)						
32	Cash In Bank		10101	\$655.86	Open	Open	3.075%
32	F&M Bank Savings		10102	\$103,210.90	Open	Open	3.075%
32	IL Funds		10105	\$51,610.81	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			\$155,477.57			
	TOTAL PUBLIC TRANSPORTATION PROJECTS			\$155,477.57			
	2011B CAPITAL PROJECTS(42)						
42	Cash In Bank		10101	\$0.00	Open	Open	3.075%
42	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
42	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			\$0.00			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
TOTAL 2011B CAPITAL PROJECTS				<u><u>\$0.00</u></u>			
<u>2016 GO BOND DEBT SERVICE (43)</u>							
43	Cash In Bank		10101	\$0.00	Open	Open	3.075%
43	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
43	IL Funds		10105	<u>\$0.00</u>	Open	Open	2.516%
TOTAL CASH & CASH EQUIVALENTS				\$0.00			
TOTAL 2016 GO BOND DEBT SERVICE				<u><u>\$0.00</u></u>			
<u>2011C Business Park (46)</u>							
46	Cash In Bank		10101	\$776.70	Open	Open	3.075%
46	F&M Bank Savings		10102	\$29,172.75	Open	Open	3.075%
46	IL Funds		10105	<u>\$0.00</u>	Open	Open	2.516%
TOTAL CASH & CASH EQUIVALENTS				\$29,949.45			
TOTAL 2011C Business Park				<u><u>\$29,949.45</u></u>			
<u>2013A Business Park (47)</u>							
47	Cash In Bank		10101	\$298.94	Open	Open	3.075%
47	F&M Bank Savings		10102	\$42,529.93	Open	Open	3.075%
47	IL Funds		10105	<u>\$0.00</u>	Open	Open	2.516%
TOTAL CASH & CASH EQUIVALENTS				\$42,828.87			
TOTAL 2013A Business Park				<u><u>\$42,828.87</u></u>			
<u>TIF 3 Regency Project (48)</u>							
48	Cash In Bank		10101	\$0.00	Open	Open	3.075%
48	F&M Bank Savings		10102	\$2,533.91	Open	Open	3.075%
48	IL Funds		10105	<u>\$0.00</u>	Open	Open	2.516%
TOTAL CASH & CASH EQUIVALENTS				\$2,533.91			
TOTAL TIF 3 Regency Project				<u><u>\$2,533.91</u></u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
TIF IV (49)							
49	Cash In Bank		10101	\$0.00	Open	Open	3.075%
49	F&M Bank Savings		10102	\$1,304,505.44	Open	Open	3.075%
49	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,304,505.44</u>			
	TOTAL TIF IV			<u><u>\$1,304,505.44</u></u>			
TIF V (50)							
50	Cash In Bank		10101	\$4,556.67	Open	Open	3.075%
50	F&M Bank Savings		10102	\$31,298.15	Open	Open	3.075%
50	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$35,854.82</u>			
	TOTAL TIF V			<u><u>\$35,854.82</u></u>			
PLAYERS FIELDS CAP IMPROVE (51)							
51	Cash In Bank		10101	\$421.19	Open	Open	3.075%
51	F&M Bank Savings		10102	\$23,539.90	Open	Open	3.075%
51	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$23,961.09</u>			
	TOTAL PLAYERS FIELDS CAP IMPROVE			<u><u>\$23,961.09</u></u>			
2016 GO CAPITAL IMPROVEMENT							
52	Cash In Bank		10101	\$0.00	Open	Open	3.075%
52	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
52	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$0.00</u>			
	TOTAL 2016 GO CAPITAL IMPROVEMENT			<u><u>\$0.00</u></u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
BUILDING REPAIR & MAINTENANCE (53)							
53	Cash In Bank		10101	\$1,027.68	Open	Open	3.075%
53	F&M Bank Savings		10102	\$38,665.18	Open	Open	3.075%
53	IL Funds		10105	\$576,223.47	Open	Open	2.516%
53	Illinois Trust		10108	\$263,665.67	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$879,582.00</u>			
53	BANK -CD - American Plus Bank, N.A.			\$198,000.00	01-Feb-21	02-Feb-23	0.300%
53	BANK -CD - Citizens Progressive Bank			\$245,000.00	17-Feb-22	18-Aug-23	0.900%
53	BANK -CD - Community Commerce Bank			\$240,000.00	14-Feb-22	14-Aug-23	0.750%
53	BANK - CD - First Internet Bank of Indiana			\$140,000.00	22-Feb-22	22-Feb-23	0.410%
53	BANK - CD - Foresight Bank			\$245,000.00	07-Apr-22	07-Apr-23	1.010%
53	BANK - CD - River Bank			\$245,000.00	01-Feb-22	01-Feb-24	0.800%
53	BANK - CD - T Bank N.A.			\$245,000.00	09-Mar-22	11-Sep-23	1.000%
			11301	<u>\$1,558,000.00</u>			
53	US Treasury NTS	91282CAX9		\$497,344.00	17-Sep-21	30-Nov-22	0.083%
			11390/11392	<u>\$497,344.00</u>			
53	FMTMM Treasury			\$219.32	Open	Open	2.870%
			11391	<u>\$219.32</u>			
	TOTAL INVESTMENTS			<u>\$2,055,563.32</u>			
	TOTAL BLDG REPAIR & MAINTENANCE			<u><u>\$2,935,145.32</u></u>			
PLANNING FUND (54)							
54	Cash In Bank		10101	\$0.00	Open	Open	3.075%
54	F&M Bank Savings		10102	\$1,731,396.90	Open	Open	3.075%
54	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,731,396.90</u>			
	TOTAL PLANNING FUND			<u><u>\$1,731,396.90</u></u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
TIF DOWNTOWN (55)							
55	Cash In Bank		10101	\$0.00	Open	Open	3.075%
55	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
55	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$0.00</u>			
	TOTAL TIF DOWNTOWN			<u><u>\$0.00</u></u>			
TIF PROJECT (EAST MAIN) (56)							
56	Cash In Bank		10101	\$91,676.96	Open	Open	3.075%
56	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
56	IL Funds		10105	\$278,973.58	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$370,650.54</u>			
	TOTAL TIF PRJ EAST MAIN			<u><u>\$370,650.54</u></u>			
COMPUTER REPLACEMENT FUND (57)							
57	Cash In Bank		10101	\$0.00	Open	Open	3.075%
57	F&M Bank Savings		10102	\$125,298.77	Open	Open	3.075%
57	IL Funds		10105	\$872,949.83	Open	Open	2.516%
57	Illinois Trust		10108	\$0.00	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$998,248.60</u>			
57	BANK - CD-First National Bank of Damariscotta			\$245,000.00	07-Apr-22	07-Apr-23	0.983%
57	BANK - CD-First National Bank of Paragould			\$240,000.00	07-Jan-22	09-Jan-23	0.110%
57	BANK - CD-Tristate Capital Bank			\$100,000.00	01-Aug-22	01-Aug-23	2.400%
			11301	<u>\$585,000.00</u>			
	TOTAL INVESTMENTS			<u>\$585,000.00</u>			
	TOTAL COMPUTER REPLACEMENT			<u><u>\$1,583,248.60</u></u>			
VEHICLE REPLACEMENT (58)							
58	Cash In Bank		10101	\$364,057.41	Open	Open	3.075%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
58	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
58	IL Funds		10105	\$1,820,964.09	Open	Open	2.516%
58	Illinois Trust		10108	\$503,747.10	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$2,688,768.60</u>			
58	BANK- CD - American Investor Bank & Mortgage			\$245,000.00	07-Apr-22	09-Jan-23	0.800%
58	BANK- CD - Bath Savings Institution			\$245,000.00	09-Mar-22	11-Sep-23	0.780%
58	BANK- CD - Caldwell Bank & Trust Co.			\$245,000.00	17-Feb-22	18-Aug-23	0.900%
58	BANK -CD- Tristate Capital Bank			\$100,000.00	01-Aug-22	01-Aug-23	2.400%
			11301	<u>\$835,000.00</u>			
58	US Treasury NTS	912828CBD2		\$495,937.50	17-Sep-21	31-Dec-22	0.095%
58	US Treasury	912828Q29		\$988,125.00	17-Sep-21	31-Dec-22	2.742%
			11390/11392	<u>\$1,484,062.50</u>			
58	FMTMM Treasury			\$7,622.08	Open	Open	2.870%
			11391	<u>\$7,622.08</u>			
	TOTAL INVESTMENTS			<u>\$2,326,684.58</u>			
	TOTAL VEHICLE REPLACEMENT			<u><u>\$5,015,453.18</u></u>			
	UTILITY TAX CAPITAL PROJECTS (59)						
59	Cash In Bank		10101	\$95,560.27	Open	Open	3.075%
59	F&M Bank Savings		10102	\$1,134,713.97	Open	Open	3.075%
59	IL Funds		10105	\$144,678.76	Open	Open	2.516%
59	Illinois Trust		10108	\$11,292.50	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,386,245.50</u>			
59	BANK - CD - Financial FSB			\$200,000.00	14-Sep-21	14-Mar-23	0.250%
			11301	<u>\$200,000.00</u>			
59	FMTMM Treasury			\$0.00	Open	Open	2.870%
			11391	<u>\$0.00</u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
TOTAL INVESTMENTS				\$200,000.00			
TOTAL UTILITY TAX CAPITAL PROJECTS				\$1,586,245.50			
SEMINARY STREET BUSINESS DISTRICT (60)							
60	Cash In Bank		10101	\$0.00	Open	Open	3.075%
60	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
60	IL Funds		10105	\$34,912.69	Open	Open	2.516%
TOTAL CASH & CASH EQUIVALENTS				\$34,912.69			
TOTAL 2011A&B CAPITAL IMPROVEMENT				\$34,912.69			
WATER (61)							
61	Cash In Bank		10101	\$119,545.37	Open	Open	3.075%
61	F&M Bank Savings		10102	\$1,186,371.28	Open	Open	3.075%
61	IL Funds		10105	\$1,839,374.16	Open	Open	2.516%
61	Illinois Trust		10108	\$117,774.80	Open	Open	2.480%
61	Petty Cash		10210	\$100.00	Open	Open	N/A
TOTAL CASH & CASH EQUIVALENTS				\$3,263,165.61			
61	BANK - CD - ACB Bank			\$245,000.00	27-Jan-22	27-Jan-23	0.450%
61	BANK - CD-American Bank of Missouri			\$240,000.00	03-Aug-22	03-Aug-23	3.000%
61	BANK - CD - Bank of the Ozarks			\$240,000.00	22-Sep-22	22-Sep-23	3.600%
61	BANK - CD - Del Norte Banks			\$240,000.00	31-Aug-22	31-Aug-23	2.900%
61	BANK - CD - Fieldpoint Private Bank & Trust			\$240,000.00	18-Feb-21	21-Feb-23	0.300%
61	BANK - CD - First American State Bank			\$240,000.00	22-Mar-22	22-Mar-23	1.375%
61	BANK - CD - Gold Coast Bank			\$230,000.00	19-Apr-22	19-Apr-23	1.200%
61	BANK - CD - KS Statebank			\$200,000.00	13-Apr-22	13-Apr-23	0.850%
61	BANK - CD - Luana Savings Bank			\$240,000.00	22-Feb-21	22-Feb-23	0.250%
61	BANK - CD - Maplemark Bank			\$245,000.00	27-Jan-22	27-Jan-23	0.500%
61	BANK - CD - Milledgeville State Bank			\$240,000.00	09-Mar-21	09-Mar-23	0.220%
61	BANK - CD - Modern Bank, National Association			\$240,000.00	28-Sep-22	28-Sep-23	4.250%
61	BANK - CD - Newburyport Five Cents Savings Bank			\$245,000.00	09-Mar-22	08-Sep-23	0.800%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
61	BANK- CD - Sawyer Savings Bank			\$240,000.00	30-Oct-20	31-Oct-22	0.250%
61	BANK- CD - Tipton Latham Bank, NA			\$245,000.00	17-Feb-22	17-Aug-23	1.000%
61	BANK- CD - United Bank of Iowa			\$240,000.00	31-Aug-22	31-Aug-23	2.700%
61	BANK - CD -Upstate National Bank			\$240,000.00	21-Sep-22	21-Sep-23	3.750%
61	BANK - CD -West Pointe Bank			\$240,000.00	22-Aug-22	22-Aug-23	3.000%
			11301	<u>\$4,290,000.00</u>			
61	US Treasury	912828N30		\$996,719.00	22-Jun-22	31-Dec-22	2.406%
61	US Treasury	912796M89		\$1,499,677.50	08-Apr-22	06-Oct-22	1.327%
			11390/11392	<u>\$2,496,396.50</u>			
61	FMTMM Treasury			\$509,666.98	Open	Open	2.870%
			11391	<u>\$509,666.98</u>			
	TOTAL INVESTMENTS			<u>\$7,296,063.48</u>			
	TOTAL WATER			<u><u>\$10,559,229.09</u></u>			
	REFUSE (67)						
67	Cash In Bank		10101	\$66,850.13	Open	Open	3.075%
67	F&M Bank Savings		10102	\$282,516.07	Open	Open	3.075%
67	IL Funds		10105	\$161,576.64	Open	Open	2.516%
67	Illinois Trust		10108	\$201,498.77	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$712,441.61</u>			
	TOTAL REFUSE			<u><u>\$712,441.61</u></u>			
	RISK MANAGEMENT (78)						
78	Cash In Bank		10101	\$0.00	Open	Open	3.075%
78	F&M Bank Savings		10102	\$4,610.32	Open	Open	3.075%
78	IL Funds		10105	\$636,898.61	Open	Open	2.516%
78	Illinois Trust		10108	\$705,862.09	Open	Open	2.480%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,347,371.02</u>			

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
78	BANK - CD -Community Resource Bank			\$240,000.00	02-Aug-22	02-Aug-23	2.950%
	TOTAL INVESTMENTS		11301	\$240,000.00			
	TOTAL RISK MANAGEMENT			\$1,587,371.02			
	OPEB Trust (85)						
85	Cash In Bank		10101	\$345.00	Open	Open	3.075%
	TOTAL CASH & CASH EQUIVALENTS			\$345.00			
85	INVEST - PRINCIPAL/TRUST		11390	\$1,605,068.90	N/A	N/A	0.000%
	TOTAL INVESTMENTS			\$1,605,068.90			
	TOTAL OPEB			\$1,605,413.90			
	LINWOOD (88)						
88	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
88	IL Funds		10105	\$0.00	Open	Open	2.516%
88	CASH PRINCIPAL W TRUST		10190	\$12,366.96	Open	Open	0.000%
	TOTAL CASH & CASH EQUIVALENTS			\$12,366.96			
88	INVEST - PRINCIPAL/TRUST		11390	\$60,541.95	N/A	N/A	0.000%
	TOTAL INVESTMENTS			\$60,541.95			
	TOTAL LINWOOD			\$72,908.91			
	EAST LINWOOD (89)						
89	Cash In Bank		10101	\$0.00	Open	Open	3.075%
89	F&M Bank Savings		10102	\$0.00	Open	Open	3.075%
89	IL Funds		10105	\$0.00	Open	Open	2.516%
89	CASH PRINCIPAL W TRUST		10190	\$78,119.23	Open	Open	0.000%
	TOTAL CASH & CASH EQUIVALENTS			\$78,119.23			
89	INVEST - PRINCIPAL/TRUST			\$382,578.28	N/A	N/A	0.000%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
	TOTAL INVESTMENTS		11390	\$382,578.28			
	TOTAL EAST LINWOOD			<u><u>\$460,697.51</u></u>			
	<u>SANITARY DIST SEWER FUND (91)</u>						
91	Cash In Bank		10101	\$308,710.43	Open	Open	3.075%
91	F&M Bank Savings		10102	\$286,557.77	Open	Open	3.075%
91	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$595,268.20</u>			
	SANITARY DIST SEWER FUND			<u><u>\$595,268.20</u></u>			
	<u>PAYROLL FUND (98)</u>						
98	Cash In Bank		10101	\$16.04	Open	Open	3.075%
	PAYROLL FUND			<u><u>\$16.04</u></u>			
	<u>PUBLIC LIBRARY FUND (900)</u>						
900	Cash In Bank		10101	\$5,686.46	Open	Open	3.075%
900	F&M Bank Savings		10102	\$1,313,185.92	Open	Open	3.075%
900	IL Funds		10105	\$126.07	Open	Open	2.516%
900	IL Funds Library		10140	\$12,524.09	Open	Open	2.516%
900	IL National Bank Library		10145	\$530.53	Open	Open	0.000%
900	Petty Cash		10200	\$1,130.00	Open	Open	N/A
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,333,183.07</u>			
	TOTAL PUBLIC LIBRARY FUND			<u><u>\$1,333,183.07</u></u>			
	<u>PUBLIC LIBRARY LONG TERM CAPITAL (915)</u>						
915	Cash In Bank		10101	\$975,144.99	Open	Open	3.075%
915	F&M Bank Savings		10102	\$5,585.41	Open	Open	3.075%
915	IL Funds		10105	\$78.29	Open	Open	2.516%

CITY OF GALESBURG
CASH & INVESTMENT SCHEDULE
9/30/22

[Back to Agenda](#)

	FUND	FDIC # / ISIN #	ACCOUNT	FAIR VALUE	PURCHASE DATE	MATURITY DATE	RATE
915	IL Funds Library		10140	\$26,617.12	Open	Open	2.516%
915	IL National Bank Library		10145	\$469.47	Open	Open	0.000%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$1,007,895.28</u>			
	TOTAL PUBLIC LIBRARY LONG TERM CAPITAL			<u><u>\$1,007,895.28</u></u>			
	<u>PUBLIC LIBRARY CAPITAL IMPROVEMENT/DEVELOPMNT</u>						
918	Cash In Bank		10101	\$0.00	Open	Open	3.075%
918	F&M Bank Savings		10102	\$14,904.11	Open	Open	3.075%
918	IL Funds		10105	\$0.00	Open	Open	2.516%
	TOTAL CASH & CASH EQUIVALENTS			<u>\$14,904.11</u>			
	TOTAL PUBLIC LIBRARY CAPITAL IMPROVEMENT/DEVELOPMNT			<u><u>\$14,904.11</u></u>			
	TOTAL CASH & CASH EQUIVALENTS			<u><u>\$36,621,981.01</u></u>			
	TOTAL OF INVESTMENTS			<u><u>\$27,692,654.82</u></u>			
	TOTAL CASH & INVESTMENTS			<u><u>\$64,314,635.83</u></u>			

CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22

	TYPE OF INVESTMENT	FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
01	Cash In Bank	\$187,361.08	3.08%	1	1
11	Cash In Bank	\$0.00	3.08%	1	1
13	Cash In Bank	\$0.00	3.08%	1	1
13	Cash CDBG Housing Rehab	\$0.00	0.00%	1	1
13	Cash 2018 Help Grant	\$0.00	0.00%	1	1
13	Cash 5097 CDBG Monroe St	\$0.00	0.00%	1	1
13	Cash 7135 DCEO Lead RLF 18-248221	\$1,050.00	0.00%	1	1
13	Cash 7143 DCEO Lead BP 19-306001	\$1,366.56	0.00%	1	1
13	Cash 7150 DCEOHealthyHme 19307001	\$0.00	0.00%	1	1
14	Cash In Bank	\$0.00	3.08%	1	1
15	Cash In Bank	\$0.00	3.08%	1	1
16	Cash In Bank	\$384.33	3.08%	1	1
17	Cash In Bank	\$0.00	3.08%	1	1
18	Cash In Bank	\$0.00	3.08%	1	1
19	Cash In Bank	\$0.00	3.08%	1	1
20	Cash In Bank	\$0.00	3.08%	1	1
21	Cash In Bank	\$0.00	3.08%	1	1
23	Cash In Bank	\$0.00	3.08%	1	1
24	Cash In Bank	\$0.00	3.08%	1	1
25	Cash In Bank	\$3,968.91	3.08%	1	1
26	Cash In Bank	\$3,101.25	3.08%	1	1
30	Cash In Bank	\$0.00	3.08%	1	1
30	First Midwest Bank Cash	\$0.00	0.00%	1	1
32	Cash In Bank	\$655.86	3.08%	1	1
42	Cash In Bank	\$0.00	3.08%	1	1
43	Cash In Bank	\$0.00	3.08%	1	1
46	Cash In Bank	\$776.70	3.08%	1	1
47	Cash In Bank	\$298.94	3.08%	1	1
48	Cash In Bank	\$0.00	3.08%	1	1
49	Cash In Bank	\$0.00	3.08%	1	1
50	Cash In Bank	\$4,556.67	3.08%	1	1
51	Cash In Bank	\$421.19	3.08%	1	1
52	Cash In Bank	\$0.00	3.08%	1	1
53	Cash In Bank	\$1,027.68	3.08%	1	1
54	Cash In Bank	\$0.00	3.08%	1	1
55	Cash In Bank	\$0.00	3.08%	1	1
56	Cash In Bank	\$91,676.96	3.08%	1	1
57	Cash In Bank	\$0.00	3.08%	1	1
58	Cash In Bank	\$364,057.41	3.08%	1	1
59	Cash In Bank	\$95,560.27	3.08%	1	1
60	Cash in Bank	\$0.00	3.08%	1	1
61	Cash In Bank	\$119,545.37	3.08%	1	1
67	Cash In Bank	\$66,850.13	3.08%	1	1
78	Cash In Bank	\$0.00	3.08%	1	1
85	Cash In Bank	\$345.00	3.08%	1	1
89	Cash In Bank	\$0.00	3.08%	1	1
98	Cash In Bank	\$16.04	3.08%	1	1
91	Cash In Bank	\$308,710.43	3.08%	1	1
900	Cash In Bank	\$5,686.46	3.08%	1	1
915	Cash In Bank	\$975,144.99	3.08%	1	1
918	Cash In Bank	\$0.00	3.08%	1	1
		<u>\$2,232,562.23</u>			

CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22

TYPE OF INVESTMENT		FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
01	Petty Cash	\$1,750.00	N/A	1	1
19	Petty Cash	\$2,800.00	N/A	1	1
30	Petty Cash	\$580.00	N/A	1	1
61	Petty Cash	\$100.00	N/A	1	1
900	Petty Cash	\$1,130.00	N/A	1	1
		\$6,360.00			
900	IL National Bank Library	530.53	0.00%	1	1
915	IL National Bank Library	469.47	0.00%	1	1
		\$1,000.00			
88	CASH PRINCIPAL W TRUST	\$12,366.96	0.00%	1	1
89	CASH PRINCIPAL W TRUST	\$78,119.23	0.00%	1	1
		\$90,486.19			
01	IL Funds	\$43.82	2.52%	1	1
11	IL Funds	2,371,319.00	2.52%	1	1
13	IL Funds	21,715.04	2.52%	1	1
14	IL Funds	0.00	2.52%	1	1
15	IL Funds	0.00	2.52%	1	1
16	IL Funds	142,435.48	2.52%	1	1
17	IL Funds	(18,562.22)	2.52%	1	1
18	IL Funds	648,430.45	2.52%	1	1
19	IL Funds	1,415,031.57	2.52%	1	1
20	IL Funds	0.00	2.52%	1	1
21	IL Funds	82,887.46	2.52%	1	1
23	IL Funds	156,608.62	2.52%	1	1
24	IL Funds	2,268,003.15	2.52%	1	1
25	IL Funds	0.00	2.52%	1	1
26	IL Funds	506,218.74	2.52%	1	1
30	IL Funds	(704,179.75)	2.52%	1	1
32	IL Funds	51,610.81	2.52%	1	1
42	IL Funds	0.00	2.52%	1	1
43	IL Funds	0.00	2.52%	1	1
46	IL Funds	0.00	2.52%	1	1
47	IL Funds	0.00	2.52%	1	1
48	IL Funds	0.00	2.52%	1	1
49	IL Funds	0.00	2.52%	1	1
50	IL Funds	0.00	2.52%	1	1
51	IL Funds	0.00	2.52%	1	1
52	IL Funds	0.00	2.52%	1	1
53	IL Funds	576,223.47	2.52%	1	1
54	IL Funds	0.00	2.52%	1	1
55	IL Funds	0.00	2.52%	1	1
56	IL Funds	278,973.58	2.52%	1	1
57	IL Funds	872,949.83	2.52%	1	1
58	IL Funds	1,820,964.09	2.52%	1	1
59	IL Funds	144,678.76	2.52%	1	1
60	IL Funds	34,912.69	2.52%	1	1
61	IL Funds	1,839,374.16	2.52%	1	1
67	IL Funds	161,576.64	2.52%	1	1

CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22

TYPE OF INVESTMENT		FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
78	IL Funds	636,898.61	2.52%	1	1
88	IL Funds	0.00	2.52%	1	1
89	IL Funds	0.00	2.52%	1	1
91	IL Funds	0.00	2.52%	1	1
900	IL Funds	126.07	2.52%	1	1
915	IL Funds	78.29	2.52%	1	1
918	IL Funds	0.00	2.52%	1	1
900	IL Funds Library	12,524.09	2.52%	1	1
915	IL Funds Library	26,617.12	2.52%	1	1
		<u>\$13,347,459.57</u>			
01	F&M Bank Savings	4,260,971.00	3.08%	1	1
11	F&M Bank Savings	218,637.60	3.08%	1	1
13	F&M Bank Savings	4,000,353.59	3.08%	1	1
14	F&M Bank Savings	912.18	3.08%	1	1
15	F&M Bank Savings	49,515.56	3.08%	1	1
16	F&M Bank Savings	203,972.21	3.08%	1	1
17	F&M Bank Savings	0.00	3.08%	1	1
18	F&M Bank Savings	106,740.75	3.08%	1	1
19	F&M Bank Savings	10,337.29	3.08%	1	1
20	F&M Bank Savings	13,001.65	3.08%	1	1
21	F&M Bank Savings	0.00	3.08%	1	1
23	F&M Bank Savings	107,140.22	3.08%	1	1
24	F&M Bank Savings	2,981.36	3.08%	1	1
25	F&M Bank Savings	23,281.55	3.08%	1	1
26	F&M Bank Savings	109,769.23	3.08%	1	1
30	F&M Bank Savings	0.00	3.08%	1	1
32	F&M Bank Savings	103,210.90	3.08%	1	1
42	F&M Bank Savings	0.00	3.08%	1	1
43	F&M Bank Savings	\$0.00	3.08%	1	1
46	F&M Bank Savings	29,172.75	3.08%	1	1
47	F&M Bank Savings	42,529.93	3.08%	1	1
48	F&M Bank Savings	2,533.91	3.08%	1	1
49	F&M Bank Savings	1,304,505.44	3.08%	1	1
50	F&M Bank Savings	31,298.15	3.08%	1	1
51	F&M Bank Savings	23,539.90	3.08%	1	1
52	F&M Bank Savings	0.00	3.08%	1	1
53	F&M Bank Savings	38,665.18	3.08%	1	1
54	F&M Bank Savings	1,731,396.90	3.08%	1	1
55	F&M Bank Savings	0.00	3.08%	1	1
56	F&M Bank Savings	0.00	3.08%	1	1
57	F&M Bank Savings	125,298.77	3.08%	1	1
58	F&M Bank Savings	0.00	3.08%	1	1
59	F&M Bank Savings	1,134,713.97	3.08%	1	1
60	F&M Bank Savings	0.00	3.08%	1	1
61	F&M Bank Savings	1,186,371.28	3.08%	1	1
67	F&M Bank Savings	282,516.07	3.08%	1	1
78	F&M Bank Savings	4,610.32	3.08%	1	1
88	F&M Bank Savings	0.00	3.08%	1	1
89	F&M Bank Savings	0.00	3.08%	1	1
91	F&M Bank Savings	286,557.77	3.08%	1	1
900	F&M Bank Savings	1,313,185.92	3.08%	1	1

CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22

	TYPE OF INVESTMENT	FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
915	F&M Bank Savings	5,585.41	3.08%	1	1
918	F&M Bank Savings	14,904.11	3.08%	1	1
		<u>16,768,210.87</u>			
01	Illinois Trust	81,816.53	2.48%	1	1
14	Illinois Trust	177,725.84	2.48%	1	1
16	Illinois Trust	100,749.34	2.48%	1	1
18	Illinois Trust	201,498.77	2.48%	1	1
19	Illinois Trust	302,248.22	2.48%	1	1
23	Illinois Trust	802,776.74	2.48%	1	1
24	Illinois Trust	302,248.22	2.48%	1	1
25	Illinois Trust	100,749.34	2.48%	1	1
26	Illinois Trust	302,248.22	2.48%	1	1
53	Illinois Trust	263,665.67	2.48%	1	1
57	Illinois Trust	0.00	2.48%	1	1
58	Illinois Trust	503,747.10	2.48%	1	1
59	Illinois Trust	11,292.50	2.48%	1	1
61	Illinois Trust	117,774.80	2.48%	1	1
67	Illinois Trust	201,498.77	2.48%	1	1
78	Illinois Trust	705,862.09	2.48%	1	1
		<u>4,175,902.15</u>			
01	BANK- CD - Camp Grove State Bank	240,000.00	3.40%	365	60
01	BANK- CD - CFG Community Bank	240,000.00	3.30%	365	60
01	BANK- CD - Core Bank	245,000.00	3.40%	365	60
01	BANK- CD - Eaglebank	240,000.00	3.29%	365	60
01	BANK- CD - EastBank, NA	245,000.00	0.40%	365	30
01	BANK- CD - Farmers Bank & Trust, NA	245,000.00	0.85%	730	90
01	BANK- CD - Financial FSB	45,000.00	0.25%	546	30
01	BANK- CD - First Bank of Ohio	245,000.00	0.55%	365	30
01	BANK- CD - First Central Bank, Cambridge	240,000.00	3.25%	365	60
01	BANK- CD - First Central Bank McCook, NA	240,000.00	3.40%	365	60
01	BANK- CD - First State Bank of Boise City	240,000.00	0.55%	365	30
01	BANK- CD - Frost State Bank	240,000.00	4.00%	365	60
01	BANK- CD - Gateway First Bank	245,000.00	0.33%	549	30
01	BANK- CD - GBC International Bank	240,000.00	0.20%	546	60
01	BANK- CD - Global Bank	240,000.00	0.35%	730	30
01	BANK- CD - Great Midwest Bank, SSB	240,000.00	3.11%	365	60
01	BANK- CD - Merrick Bank	245,000.00	0.80%	365	30
01	BANK- CD - Murphy Bank	200,000.00	0.40%	365	30
01	BANK- CD - One American Bank	245,000.00	0.52%	365	30
01	BANK- CD - Optus Bank	245,000.00	1.40%	731	90
01	BANK- CD - Patriot Bank	240,000.00	2.35%	365	60
01	BANK- CD - Peoples Bank of Kentucky, Inc	240,000.00	0.35%	730	30
01	BANK- CD - Royal Business Bank	240,000.00	0.20%	365	30
01	BANK- CD - Select Bank	240,000.00	0.25%	730	30
01	BANK- CD - SNB Bank, National Association	240,000.00	0.15%	365	30
01	BANK- CD - Spirit Bank	245,000.00	0.45%	365	30
01	BANK- CD - State Savings Bank	240,000.00	3.00%	365	60
01	BANK- CD - Transportation Alliance Bank	240,000.00	2.05%	365	60
01	BANK- CD - Vest Bank, National Association	240,000.00	0.50%	275	30
14	BANK -CD - Millbury National Bank	240,000.00	0.30%	730	30

CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22

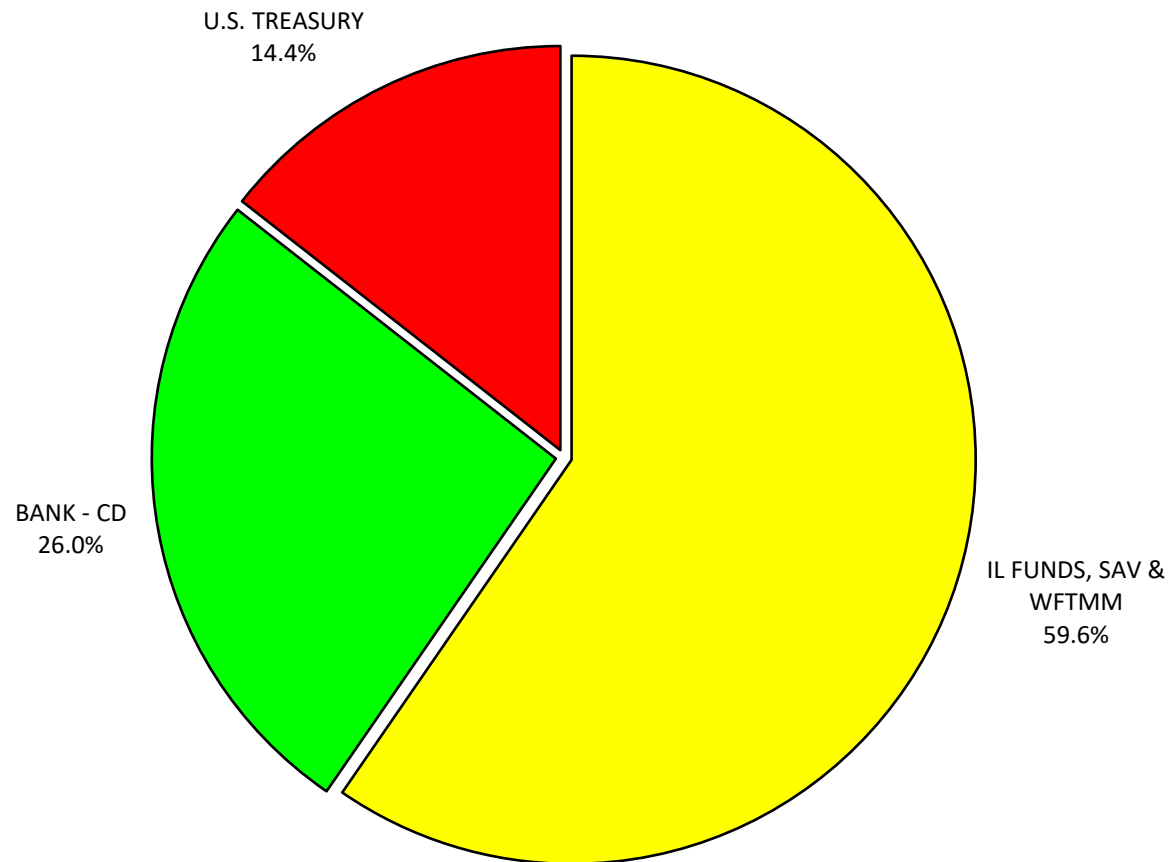
	TYPE OF INVESTMENT	FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
14	BANK- CD - Today's Bank	200,000.00	0.25%	730	30
19	BANK- CD - New Omni Bank, NA	245,000.00	3.15%	365	60
19	BANK- CD - PromiseOne Bank	245,000.00	0.55%	365	30
24	BANK - CD-First Credit Bank	245,000.00	0.60%	365	30
24	BANK - CD-Frontier State Bank	245,000.00	0.46%	365	30
24	BANK - CD-Grand Ridge National Bank	240,000.00	0.80%	365	60
53	BANK -CD - American Plus Bank, N.A.	198,000.00	0.30%	731	30
53	BANK -CD - Citizens Progressive Bank	245,000.00	0.90%	547	60
53	BANK -CD - Community Commerce Bank	240,000.00	0.75%	546	60
53	BANK - CD - First Internet Bank of Indiana	140,000.00	0.41%	365	30
53	BANK - CD - Foresight Bank	245,000.00	1.01%	365	60
53	BANK - CD - River Bank	245,000.00	0.80%	730	90
53	BANK - CD - T Bank N.A.	245,000.00	1.00%	551	60
57	BANK - CD-First National Bank of Damariscotta	245,000.00	0.98%	365	60
57	BANK - CD-First National Bank of Paragould	240,000.00	0.11%	367	30
57	BANK - CD-Tristate Capital Bank	100,000.00	2.40%	365	60
58	BANK- CD - American Investor Bank & Mortgage	245,000.00	0.80%	277	30
58	BANK- CD - Bath Savings Institution	245,000.00	0.78%	551	60
58	BANK- CD - Caldwell Bank & Trust Co.	245,000.00	0.90%	547	60
58	BANK -CD- Tristate Capital Bank	100,000.00	2.40%	365	60
59	BANK - CD - Financial FSB	200,000.00	0.25%	546	30
61	BANK - CD - ACB Bank	245,000.00	0.45%	365	30
61	BANK - CD-American Bank of Missouri	240,000.00	3.00%	365	60
61	BANK - CD - Bank of the Ozarks	240,000.00	3.60%	365	60
61	BANK - CD - Del Norte Banks	240,000.00	2.90%	365	60
61	BANK - CD - Fieldpoint Private Bank & Trust	240,000.00	0.30%	733	30
61	BANK - CD - First American State Bank	240,000.00	1.38%	365	30
61	BANK - CD - Gold Coast Bank	230,000.00	1.20%	365	60
61	BANK - CD - KS Statebank	200,000.00	0.85%	365	60
61	BANK - CD - Luana Savings Bank	240,000.00	0.25%	730	30
61	BANK - CD - Maplemark Bank	245,000.00	0.50%	365	30
61	BANK - CD - Milledgeville State Bank	240,000.00	0.22%	730	30
61	BANK - CD - Modern Bank, National Association	240,000.00	4.25%	365	60
61	BANK - CD - Newburyport Five Cents Savings Bank	245,000.00	0.80%	548	60
61	BANK- CD - Sawyer Savings Bank	240,000.00	0.25%	731	30
61	BANK- CD - Tipton Latham Bank, NA	245,000.00	1.00%	546	60
61	BANK- CD - United Bank of Iowa	240,000.00	2.70%	365	60
61	BANK - CD -Upstate National Bank	240,000.00	3.75%	365	60
61	BANK - CD -West Pointe Bank	240,000.00	3.00%	365	60
78	BANK - CD -Community Resource Bank	240,000.00	2.95%	0	0
		<u>\$16,138,000.00</u>			
01	FMTMM Treasury	6,264.05	0.00%	1	1
19	FMTMM Treasury	1,870.17	2.87%	1	1
26	FMTMM Treasury	3,621.19	2.87%	1	1
53	FMTMM Treasury	219.32	2.87%	1	1
58	FMTMM Treasury	7,622.08	2.87%	1	1
59	FMTMM Treasury	0.00	2.87%	1	1
61	FMTMM Treasury	509,666.98	2.87%	1	1
		<u>\$529,263.79</u>			
85	CASH PRINCIPAL W TRUST	1,605,068.90	0.00%	1	1

**CITY OF GALESBURG
INVESTMENT SUMMARY BY TYPE
30-Sep-22**

	TYPE OF INVESTMENT	FAIR MARKET VALUE	RATE	INVESTMENT MATURITY LENGTH	TIME UNTIL MATURITY @
88	INVEST - PRINCIPAL/TRUST	60,541.95	0.00%	1	1
89	INVEST - PRINCIPAL/TRUST	382,578.28	0.00%	1	1
		<u>\$2,048,189.13</u>			
01	US TREASURY NTS	498,750.00	0.06%	409	30
01	US TREASURY	1,488,382.50	1.33%	265	30
01	US TREASURY NTS	494,062.50	0.11%	501	30
01	US TREASURY NTS	492,500.00	0.12%	529	30
01	US TREASURY	979,688.00	2.90%	373	60
19	US TREASURY BOND	\$50,546.90	0.05%	544	30
26	US Treasury NTS	\$495,469.00	0.11%	516	30
53	US Treasury NTS	\$497,344.00	0.08%	439	30
58	US Treasury NTS	\$495,937.50	0.09%	470	30
58	US Treasury	\$988,125.00	2.74%	470	30
61	US Treasury	\$996,719.00	2.41%	192	30
61	US Treasury	\$1,499,677.50	1.33%	181	30
		<u>\$8,977,201.90</u>			
	GRAND TOTAL INVESTMENTS	<u><u>\$64,314,635.83</u></u>			

\$0.00

Total Investment By Type
9/30/2022



Accounts Payable

Transactions by Account

User: tmiller
 Printed: 11/30/2022 - 1:27PM
 Batch: 00004.12.2022



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Intrado Life & Safety Solutions Corp	Professional services, recurring services, and maintenance servi	11/29/2022	156,861.32	0000092136
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 510-55800	11/29/2022	2,189.07	0000092289
001-0000-10701-00	Supreme Radio Communications, In	01/23 Maintenance	11/29/2022	815.00	
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 115-55800	11/29/2022	2,189.07	0000092289
001-0000-10701-00	Supreme Radio Communications, In	01/23 Maintenance	11/29/2022	964.25	
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 120-55800	11/29/2022	4,775.20	0000092289
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 205-55800	11/29/2022	37,848.56	0000092289
001-0000-10701-00	Supreme Radio Communications, In	01/23 Maintenance	11/29/2022	1,637.55	
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 445-55800	11/29/2022	10,930.30	0000092289
001-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 306-55800	11/29/2022	6,688.76	0000092289
001-0000-10801-00	Advance Auto Parts	Oil Filters	11/29/2022	39.50	
001-0000-10801-00	Advance Auto Parts	Bulbs	11/29/2022	11.20	
001-0000-10801-00	Advance Auto Parts	Headlamp Bulbs	11/29/2022	12.60	
001-0000-10801-00	Advance Auto Parts	Headlamp Bulbs	11/29/2022	39.18	
001-0000-10801-00	Advance Auto Parts	Wiper Blades	11/29/2022	49.52	
001-0000-10801-00	Advance Auto Parts	Oil Filters	11/29/2022	7.90	
001-0000-10801-00	Ford of Galesburg	Cabin Filters	11/29/2022	246.00	
001-0000-10801-00	Napa Auto Parts	Backup Alarm	11/29/2022	37.99	
Subtotal for Divison: 0000				225,342.97	
001-0110-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	36.00	
001-0110-51000-00	Royal Cleaning Services	Deep Clean Office and Chairs	11/29/2022	590.00	
Subtotal for Divison: 0110				626.00	
001-0115-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	72.00	
001-0115-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	23.50	
001-0115-51000-00	Knox County Recorders Office	10/22 Laredo	11/29/2022	21.85	
001-0115-61000-00	Office Specialists, Inc.	Staple Remover	11/29/2022	3.16	
001-0115-84500-00	Knox Township	Knox Township Annexation Payment	11/29/2022	6,419.23	

Account Number	Vendor	Description	Date	Amount	PO No
001-0115-84500-00	Knoxville Fire District	Knoxville Fire District Annexation Payment	11/29/2022	316.14	
001-0115-84500-00	Galesburg Township	Galesburg Township Annexation Payment	11/29/2022	959.11	
Subtotal for Divison: 0115				7,814.99	
001-0120-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	57.60	
001-0120-61000-00	Office Specialists, Inc.	Binders	11/29/2022	4.97	
001-0120-61000-00	Office Specialists, Inc.	Envelopes	11/29/2022	60.74	
001-0120-61000-00	Office Specialists, Inc.	Binders	11/29/2022	14.91	
Subtotal for Divison: 0120				138.22	
001-0160-51000-00	Credit Collection Partners	10/22 Services	11/29/2022	162.50	
001-0160-51000-00	Credit Collection Partners	07/21 Services Adjustment	09/27/2022	-18.75	
Subtotal for Divison: 0160				143.75	
001-0205-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	208.80	
001-0205-51000-00	Collection Professionals, Inc	10/22 Services	11/29/2022	60.00	
001-0205-51000-00	D&S Private Detective, Inc	Paper Process Service -Cielitos Cafe	11/29/2022	95.20	
001-0205-51000-00	D&S Private Detective, Inc	Paper Process Service -La Michoacanita	11/29/2022	95.20	
001-0205-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	86.13	
001-0205-61000-00	Office Specialists, Inc.	Toner	11/29/2022	208.88	
Subtotal for Divison: 0205				754.21	
001-0207-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	61.20	
Subtotal for Divison: 0207				61.20	
001-0305-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	20.40	
001-0305-61000-00	Office Specialists, Inc.	Copy Paper, Binder Clips	11/29/2022	234.95	
Subtotal for Divison: 0305				255.35	
001-0306-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	202.20	
001-0306-51000-00	Knox County Records Office	10/22 Laredo	11/29/2022	21.85	
001-0306-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	5.50	
001-0306-54500-00	IPOC	12/22 IPOC Training/ 5 Employees	11/29/2022	250.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 211 Illinois	11/29/2022	200.00	
001-0306-55400-00	Kendall Zimmerman	Call out Fee - 926 Florence	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Pick up Trash/Debris - 620 N Cedar	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Brush Clean up - 254 Madison St	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 494 Clark St	11/29/2022	1,010.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Pick up Trash/Debris - 246 W North	11/29/2022	128.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee 859 Mulberry	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 594 N West	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Weed Over Growth Removal - 1140 Arcadia Dr	11/29/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 84 Division	11/29/2022	500.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 123 Phillips	11/29/2022	375.00	
001-0306-55400-00	Kendall Zimmerman	Pick up Trash/Debris - 770 E Berrien	11/29/2022	2,957.95	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 224 N Broad St	11/29/2022	118.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Clean up - 770 E Berrien	11/29/2022	100.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 1295 E North	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 435 N Broad	11/29/2022	175.00	
001-0306-55400-00	Kendall Zimmerman	Pick up Trash - 494 Clark St	11/29/2022	692.00	
001-0306-55400-00	Kendall Zimmerman	Call out Fee - 623 Lincoln	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 599 E Brooks St	11/29/2022	925.00	
001-0306-55400-00	Kendall Zimmerman	Yard Waste Clean Up - 757 E Dayton	11/29/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 448 S Elm	11/29/2022	500.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 559 Union	11/29/2022	350.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 133 Edwards	11/29/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Call out Fee - 1954 Indiana	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Clean up - 1453 W Losey	11/29/2022	62.50	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 1911 E Main	11/29/2022	550.88	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 1189 E Berrien	11/29/2022	125.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal 650 Monmouth Blvd	11/29/2022	100.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 921 E South	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 618 Michigan	11/29/2022	425.00	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Clean Up - 738 Mulberry	11/29/2022	118.00	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 29 Locust	11/29/2022	228.00	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 475 N Cedar	11/29/2022	584.49	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 29 Public Sq	11/29/2022	218.00	
001-0306-55400-00	Kendall Zimmerman	Pick up Trash/Debris - 1409 E Main St	11/29/2022	305.80	
001-0306-55400-00	Kendall Zimmerman	Pick up Trash/Yard Waste - 926 W South	11/29/2022	100.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 613 E Brooks	11/29/2022	925.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Clean up - 236 N Kellogg	11/29/2022	25.00	
001-0306-55400-00	Kendall Zimmerman	Trash/Debris Removal - 1149 McClure	11/29/2022	736.00	
001-0306-55400-00	Kendall Zimmerman	Weed/Tree Trash/Debris Removal - 564 N Pearl	11/29/2022	450.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 1095 E Main St	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Clean up - 260 W First ST	11/29/2022	25.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Weed and Tree Removal - 97 Farnham	11/29/2022	500.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Clean up - 1087 W Losey St	11/29/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 750 Warren St	11/29/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth - 881 E Brooks	11/29/2022	37.50	
001-0306-55800-00	City Blue Technologies, Llc	Ink	11/29/2022	131.25	
001-0306-61000-00	Office Specialists, Inc.	Misc Office Supplies	11/29/2022	53.42	
001-0306-62500-00	Advance Auto Parts	Cabin Filter #400	11/29/2022	6.99	
Subtotal for Divison: 0306				14,748.33	
001-0410-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	127.80	
001-0410-51000-00	Klingner & Associates, P.C. - Archit	Consultation Bridge Inspection Project 22-3048	11/29/2022	845.00	
001-0410-51000-00	Knox County Records Office	10/22 Laredo	11/29/2022	21.85	
001-0410-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	5.50	
001-0410-55800-00	City Blue Technologies, Llc	Ink	11/29/2022	131.25	
001-0410-61000-00	Office Specialists, Inc.	Copy Paper, Binder Clips	11/29/2022	234.95	
Subtotal for Divison: 0410				1,366.35	
001-0445-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	36.00	
001-0445-55500-00	Liberty Tire Recycling Services Iowa	Tires	11/29/2022	391.62	
001-0445-55700-00	Four Seasons Pest Control	10/22 Monthly Service	11/29/2022	20.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	67.84	
001-0445-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	67.84	
001-0445-63000-00	Advance Auto Parts	Refund Invoice #6181230475263	11/29/2022	-10.84	
001-0445-63000-00	Kimball Midwest	Retainers	11/29/2022	92.63	
001-0445-63000-00	Hydraulic & Industrial Products, LLC	4AGF4	11/29/2022	18.41	
Subtotal for Divison: 0445				683.50	
001-0450-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	63.00	
001-0450-55500-00	Coe Equipment, Inc	Repair of Hose	11/29/2022	145.00	
001-0450-55700-00	Howe Overhead Doors, Inc.	Maintenance Garage Door - Street Dept	11/29/2022	197.00	
001-0450-55700-00	Getz Fire Equipment Co., Inc.	Fire Extinguisher-Refill's-Annual Services	11/29/2022	1,292.85	
001-0450-55700-00	Gunther Construction Co., a div. of U	Additional resurfacing work - 2022 Intermittent Resurfacing	11/29/2022	3,882.63	0000092208
001-0450-55700-00	Four Seasons Pest Control	10/22 Monthly Service	11/29/2022	20.00	
001-0450-55700-00	Maska Heating and Cooling, LLC	Repair Garage Heater	11/29/2022	737.50	
001-0450-62500-00	Nichols Diesel Service, Inc.	Clamp #109	11/29/2022	103.34	
001-0450-62500-00	Gary Keller	Valve Kit #107	11/29/2022	667.60	
001-0450-62500-00	Advance Auto Parts	Air Filter #117	11/29/2022	8.50	
001-0450-62500-00	Advance Auto Parts	Oil Filters #141	11/29/2022	3.95	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Cozadd Diesel Service, Inc	Clamps #109	11/29/2022	15.50	
001-0450-62500-00	Ford of Galesburg	TPMS Sensor #117	11/29/2022	62.71	
001-0450-64500-00	Galesburg Electric, Inc.	Bulb	11/29/2022	25.56	
001-0450-64500-00	Galesburg Electric, Inc.	Fuses	11/29/2022	222.20	
001-0450-65500-00	Green Pro Solutions	Salt Neutralizer Concentrate	11/29/2022	2,090.00	
001-0450-65500-00	Coe Equipment, Inc	Ripsaw Repair Kit	11/29/2022	182.85	
001-0450-65500-00	Corsaw Hardwood Lumber, Inc.	Rough Sawn	11/29/2022	500.00	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium ,MicroFiber, PSI	11/29/2022	1,569.75	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium,PV-SI	11/29/2022	524.25	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium,PV-SI	11/29/2022	2,027.00	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium	11/29/2022	90.00	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium, Micro Fiber, PSI,Flowable	11/29/2022	130.00	
001-0450-66000-00	Galesburg Builders Supply, Inc.	Calcium, Micro Fiber, PSI,Flowable	11/29/2022	2,414.00	
001-0450-66000-00	Galesburg Electric, Inc.	Items for wiring Air Compressor	11/29/2022	120.73	
001-0450-66500-00	Galesburg Electric, Inc.	Vacuum	11/29/2022	118.78	
001-0450-66500-00	Galesburg Electric, Inc.	Flood Light, Blower #302	11/29/2022	304.68	
001-0450-66500-00	Galesburg Electric, Inc.	Radio Charger	11/29/2022	137.40	
001-0450-67500-00	Chemco Industries, Inc	Gloves	11/29/2022	215.50	
Subtotal for Divison: 0450				17,872.28	
001-0505-51000-00	Campion, Barrow & Assoc.	Law Enforcment Testing-Johnathon Meyer -Gave Simmons	11/29/2022	910.00	
001-0505-54500-00	Diane VanHootegem	Meals-IL Fire-Police Commision Conf Naperville Il- D.Vanhootegen	11/29/2022	198.71	
001-0505-54500-00	Tom Peters	Mileage/Miles - Fire&Pol Commisioner Conf-Naperville Il T.Peters	11/29/2022	439.96	
001-0505-61000-00	Robert T. Fulton	Printer Ink and Paper	11/29/2022	63.47	
Subtotal for Divison: 0505				1,612.14	
001-0510-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	381.60	
001-0510-51000-00	Animal Medical Center	Heartwork/Tick Test, NexGard - Zeus	11/29/2022	274.66	
001-0510-54500-00	Kyle A Winbigler	Meals-Supervisor Training-O'Fallon Il-K.Winbigler	11/29/2022	175.00	
001-0510-54500-00	Alyssa Harpin	Meals/Fuel/Milage-Reid Interrogation - Joliet,IL A.Harpin	11/29/2022	131.00	
001-0510-54500-00	Christopher Hootman	Meals-Milage-Supervisor Training - O'Fallon IL C.Hootman	11/29/2022	175.00	
001-0510-55500-00	Supreme Radio Communications, In	11/22-12/22 Maintenance	11/29/2022	1,630.00	
001-0510-61000-00	P.F. Pettibone& Co.	IL Citation & Complaint Tickets	11/29/2022	237.75	
001-0510-61000-00	Office Specialists, Inc.	Disk Labels	11/29/2022	120.35	
001-0510-61000-00	Office Specialists, Inc.	Paper	11/29/2022	72.03	
001-0510-62500-00	Ford of Galesburg	Screw's #22	11/29/2022	11.24	
001-0510-62500-00	Ford of Galesburg	Screws #22	11/29/2022	44.96	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-67500-00	Ray O'Herron Co., Inc.	Vests C.Perez M.Duran A.Schlomer	11/29/2022	1,623.93	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pant's P.Hayes	11/16/2022	65.43	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pant's A.Hardine	11/29/2022	177.94	
001-0510-67500-00	Ray O'Herron Co., Inc.	Return Pants, Raincoat New Hire Order	11/16/2022	-976.38	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants P.Hayes	11/16/2022	124.15	
001-0510-67500-00	Ray O'Herron Co., Inc.	Return -Pants Shirts New Hire Order	11/29/2022	-580.41	
001-0510-67500-00	Ray O'Herron Co., Inc.	Uniform Pants J.Shaw	11/16/2022	116.98	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants- P.Kisler C.Hootman C Perez P Hayes	11/16/2022	652.91	
001-0510-67500-00	Ray O'Herron Co., Inc.	Return Vest - a.Schlomer	11/29/2022	-560.00	
001-0510-69300-00	Animal Medical Center	Heartgard Plus Chew - Zeus	11/29/2022	214.20	
Subtotal for Divison: 0510				4,112.34	
001-0550-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	39.60	
001-0550-55500-00	Supreme Radio Communications, Inc	11/22-12/22 Maintenance	11/29/2022	3,275.10	
001-0550-61000-00	Office Specialists, Inc.	Toner, Folder Labels, Correction Ribbons, Scissors	11/29/2022	25.51	
001-0550-61000-00	Office Specialists, Inc.	Toner, Folder Labels	11/29/2022	648.11	
001-0550-61000-00	Office Specialists, Inc.	Folder Labels	11/29/2022	19.16	
001-0550-61000-00	Office Specialists, Inc.	Pen's Binder Clips, Toner, Labels	11/29/2022	61.04	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts - S.Swanson	11/29/2022	147.96	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirt's - J Hunt	11/29/2022	123.92	
Subtotal for Divison: 0550				4,340.40	
001-0605-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	216.00	
001-0605-54500-00	Drew Rogers	Meals/Mileage Hazmat Tech Training-Champaign Il- D.Rogers	11/29/2022	180.00	
001-0605-55500-00	Supreme Radio Communications, Inc	11/22-12/22 Maintenance	11/29/2022	1,928.50	
001-0605-55500-00	Getz Fire Equipment Co., Inc.	Annual Extinguisher Service	11/29/2022	65.00	
001-0605-55700-00	Mechanical Service Inc.	Urinal Spud	11/29/2022	387.00	
001-0605-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	545.58	
001-0605-62500-00	Mutual Wheel Co., Inc.	Brake Kit #52	11/29/2022	1,949.12	
001-0605-62500-00	Mutual Wheel Co., Inc.	Core Credit #52	11/29/2022	-480.00	
001-0605-62500-00	Mutual Wheel Co., Inc.	Spring Kit #52	11/29/2022	1,629.18	
001-0605-62500-00	Mutual Wheel Co., Inc.	Spring Kit #54	11/29/2022	1,629.18	
001-0605-62500-00	Mutual Wheel Co., Inc.	U-Bolt Kid #52	11/29/2022	253.94	
001-0605-65000-00	Office Specialists, Inc.	Detergent	11/29/2022	43.32	
001-0605-65000-00	Office Specialists, Inc.	Laundry Detergent, Toilet Cleaner	11/29/2022	23.52	
001-0605-65500-00	A-L-L Equipment	Service Call	11/29/2022	1,501.00	
001-0605-66000-00	Mechanical Service Inc.	Urinal Spud	11/29/2022	669.83	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt-Ball Cap - N.Morrissey	11/29/2022	50.51	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - J.Grodjesk	11/29/2022	44.27	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - B.Schmitt Shirt	11/29/2022	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - B.Schmitt Shirt	11/29/2022	56.00	
001-0605-67500-00	Kyle McGee	Safety Toe Boots	11/29/2022	84.00	
001-0605-67500-00	Ray O'Herron Co., Inc.	Return Class A Coat Wells/Cervantez	11/16/2022	-173.95	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants-T.Scott	11/29/2022	39.99	
Subtotal for Divison: 0605				10,761.97	
Subtotal for Fund 001				290,634.00	
011-0000-55700-00	Gunther Construction Co., a div. of U	Additional resurfacing work - 2022 Intermittent Resurfacing	11/29/2022	6,293.35	0000092208
011-0000-66000-00	Mill Creek Mining, Inc	CA-6 White Rock for 2022	11/29/2022	1,648.25	0000092086
011-0000-66000-00	Mill Creek Mining, Inc	Additional CA-6 White Rock for 2022	11/29/2022	324.90	0000092086
011-0000-66000-00	Galesburg Builders Supply, Inc.	High performance patching mix for 2022	11/29/2022	243.38	0000092088
011-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Portland Cement - PP2 mix for 2022	11/29/2022	630.00	0000092091
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Hot mix asphalt surface & binder for 2022	11/29/2022	750.00	0000092085
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	249.00	0000092089
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Hot mix asphalt surface & binder for 2022	11/29/2022	1,524.00	0000092085
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	291.25	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Portland Cement - PP2 mix for 2022	11/29/2022	413.00	0000092091
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	233.00	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	320.38	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	349.50	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	11/29/2022	466.00	0000092089
Subtotal for Divison: 0000				13,736.01	
Subtotal for Fund 011				13,736.01	
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering for Ph	11/29/2022	1,539.15	0000092007
013-0000-83100-00	Western Illinois Regional Council - C	Single Family Rehabilitation Program Grant -379 W Third St	11/29/2022	44,515.14	0000092210
013-0000-83100-00	Western Illinois Regional Council - C	Single Family Rehabilitation Program Grant-563 S Pearl St	11/29/2022	44,057.82	0000092210
Subtotal for Divison: 0000				90,112.11	
Subtotal for Fund 013				90,112.11	
014-0000-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	72.00	

Account Number	Vendor	Description	Date	Amount	PO No
014-0000-51000-00	Geotechnics	Material testing for 2022	11/29/2022	1,506.00	0000092196
014-0000-55700-00	Gunther Construction Co., a div. of U	2022 Intermittent Resurfacing	11/29/2022	31,740.51	0000092208
014-0000-64500-00	Glass Specialty Inc	Frosted Glass- Lights on Bridge	11/29/2022	59.64	
014-0000-64500-00	Glass Specialty Inc	Glass for Decroitive Lights	11/29/2022	379.00	
014-0000-64500-00	Galesburg Electric, Inc.	Refund Invoice #589667	11/29/2022	-90.06	
014-0000-64500-00	Republic	Telespars	11/29/2022	3,508.50	
014-0000-64500-00	Impact Recovery Systems	Qick Release Mont Base	11/29/2022	207.87	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2022	11/29/2022	438.00	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2022	11/29/2022	422.50	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2022	11/29/2022	314.87	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2022	11/29/2022	942.50	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2022	11/29/2022	260.00	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2022	11/29/2022	390.00	0000092092
014-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Controlled Low Strength Material (CLSM) for 2022	11/29/2022	455.00	0000092092
014-0000-66000-00	Galesburg Electric, Inc.	Conduit Kit	11/29/2022	160.92	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Reinf Bars	11/29/2022	70.00	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2022	11/29/2022	730.00	0000092092
Subtotal for Divison: 0000				<u>41,567.25</u>	
Subtotal for Fund 014				<u><u>41,567.25</u></u>	
015-0000-69000-00	Galesburg Electric, Inc.	Magpul	11/29/2022	35.00	
Subtotal for Divison: 0000				<u>35.00</u>	
Subtotal for Fund 015				<u><u>35.00</u></u>	
016-0000-55500-00	Helm Mechanical / Helm Service	Fall Maintenance	11/29/2022	375.00	
Subtotal for Divison: 0000				<u>375.00</u>	
Subtotal for Fund 016				<u><u>375.00</u></u>	
017-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	10.80	
Subtotal for Divison: 0000				<u>10.80</u>	
Subtotal for Fund 017				<u><u>10.80</u></u>	
018-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	46.80	
018-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Engineering services for the CSD flooding issue study	11/29/2022	1,645.68	0000092047

Account Number	Vendor	Description	Date	Amount	PO No
018-0000-55500-00	Altorfer Inc.	Cap&Probe Oil Analysis	11/29/2022	1,785.00	
018-0000-62500-00	Coe Equipment, Inc	Water Hose - #131	11/29/2022	269.28	
018-0000-62500-00	Advance Auto Parts	Fuel Filter #131	11/29/2022	42.34	
018-0000-62500-00	Key Equipment & Supply Co	Spring Disc Kit #125	11/29/2022	101.68	
018-0000-62500-00	Key Equipment & Supply Co	Left Arm #128	11/29/2022	647.79	
018-0000-62500-00	Hydraulic & Industrial Products, LLC	Hose's #125	11/29/2022	164.24	
018-0000-62500-00	Key Equipment & Supply Co	Motor Mount #128	11/29/2022	338.32	
018-0000-62500-00	Napa Auto Parts	Fuel Pump #131	11/29/2022	69.39	
018-0000-62500-00	Key Equipment & Supply Co	Dirt Shoet #125	11/29/2022	874.03	
Subtotal for Divison: 0000				5,984.55	
Subtotal for Fund 018				5,984.55	
019-0000-10701-00	Johnson Controls Security Solutions	12/22 Reccuring Service	11/29/2022	519.59	
Subtotal for Divison: 0000				519.59	
019-1905-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	162.45	
019-1905-59528-00	Galesburg Community Foundation	09/22 2% Hotel/Motel Taxes	11/29/2022	27,751.99	
019-1905-59537-00	Knox Civic Center Authority	09/22 - 2% Hotel/Motel Taxes	11/29/2022	14,606.29	
Subtotal for Divison: 1905				42,520.73	
019-1910-55700-00	Helm Mechanical / Helm Service	Anchor Air Compressor	11/29/2022	250.00	
019-1910-55700-00	Helm Mechanical / Helm Service	Fall Maintenance	11/29/2022	537.00	
019-1910-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	389.70	
019-1910-55700-00	Helm Mechanical / Helm Service	Maintenance of Boiler	11/29/2022	703.25	
019-1910-65000-00	Office Specialists, Inc.	Toilet Tissue	11/29/2022	85.07	
019-1910-65000-00	Office Specialists, Inc.	Towels, Tissue	11/29/2022	152.18	
Subtotal for Divison: 1910				2,117.20	
019-1911-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	68.55	
019-1911-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	68.55	
019-1911-59300-00	Getz Fire Equipment Co., Inc.	Fire Extinguisher/Refill	11/29/2022	226.80	
019-1911-65000-00	Office Specialists, Inc.	Urinal Screen	11/29/2022	55.47	
019-1911-65000-00	Office Specialists, Inc.	Towels	11/29/2022	412.00	
019-1911-65000-00	Office Specialists, Inc.	Urinal Screens, Liners	11/29/2022	78.37	
Subtotal for Divison: 1911				909.74	
019-1915-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	311.76	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-55700-00	Lacky Monument Co.	Bench Repair- Lake Storey-Foundation	11/29/2022	400.00	
019-1915-55700-00	Gibbons Masonry & Concrete	Repair damaged brick column at 2255 S Seminary St (RR Depot)	11/29/2022	6,500.00	0000092291
019-1915-55700-00	Royal Cleaning Services	11/22 Janitorial Services	11/29/2022	509.00	
019-1915-55700-00	Getz Fire Equipment Co., Inc.	Fire Extinguisher	11/29/2022	55.16	
019-1915-55700-00	Lambasio, Inc.	Disposal at West Side Boat Ramp - Lake Storey -	11/29/2022	222.00	
019-1915-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	57.46	
019-1915-62500-00	Hydraulic & Industrial Products, LLC	Hose's #501	11/29/2022	88.34	
019-1915-62500-00	Martin, Inc	Wheel Bolts #525	11/29/2022	22.96	
019-1915-62510-00	Herr Petroleum Corp	431.9 Gal Diesel #2, 287.3 Gal Unleaded Ethanol	11/29/2022	3,018.34	0000092270
019-1915-62510-00	Herr Petroleum Corp	229.6 Gal Diesel #2, 161.9 Gal Unleaded Ethanol	11/29/2022	1,496.23	0000092270
019-1915-65500-00	Martin, Inc	Oil Filter	11/29/2022	0.97	
019-1915-66000-00	All Inclusive Rec	FIBAR	11/29/2022	4,678.00	
Subtotal for Divison: 1915				17,360.22	
019-1920-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	72.00	
019-1920-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	77.94	
019-1920-55700-00	Johnson Controls Security Solutions	12/22 Recurring Service	11/29/2022	259.79	
019-1920-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	39.51	
019-1920-62510-00	Herr Petroleum Corp	285.6 Gal Diesel # 2, 298.1 Gal Unleaded Ethanol	11/29/2022	2,339.10	0000092288
019-1920-63500-00	Advanced Turf Solutions	Misc Supplies	11/29/2022	428.00	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	11/29/2022	40.90	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	11/29/2022	116.86	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	11/29/2022	101.28	
Subtotal for Divison: 1920				3,475.38	
019-1925-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	77.94	
Subtotal for Divison: 1925				77.94	
019-1935-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	155.88	
019-1935-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	237.42	
Subtotal for Divison: 1935				393.30	
019-1940-64000-00	Breedlove's Sporting Goods, Inc.	T-Shirts, Sweatshirts GForce Volleyball Clinic	11/29/2022	799.00	
019-1940-64000-00	Breedlove's Sporting Goods, Inc.	T-Shirts, Sweatshirts GForce Volleyball Clinic	11/29/2022	228.00	
Subtotal for Divison: 1940				1,027.00	
019-1950-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	77.94	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1950				77.94	
019-1960-55700-00	Jarvis Welding	Boiler repair, retube.	11/29/2022	21,250.00	0000092280
Subtotal for Divison: 1960				21,250.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	11/22 Services	11/29/2022	41.83	
Subtotal for Divison: 1965				41.83	
019-1975-55500-00	Pomp's Tire - Galesburg	Loose Tire Mount #106	11/29/2022	46.00	
019-1975-62500-00	Advance Auto Parts	Oil Filter #106	11/29/2022	14.44	
019-1975-62500-00	Nichols Diesel Service, Inc.	Steering Knuckle #106	11/29/2022	2,015.13	
019-1975-62500-00	Nichols Diesel Service, Inc.	King Pin Kit #106	11/29/2022	580.27	
019-1975-62500-00	Nichols Diesel Service, Inc.	Wheel Speed Sensor #106	11/29/2022	108.01	
019-1975-62500-00	Pomp's Tire - Galesburg	Tire's #106	11/29/2022	593.50	
Subtotal for Divison: 1975				3,357.35	
Subtotal for Fund 019				93,128.22	
020-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	7.20	
020-0000-55700-00	Getz Fire Equipment Co., Inc.	Annual Extinguisher Service-Fire Extinguisher	11/29/2022	349.00	
020-0000-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	77.94	
Subtotal for Divison: 0000				434.14	
Subtotal for Fund 020				434.14	
023-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	5.40	
023-0000-55420-00	Tim Brown	Demolition of 820 E Fifth St	11/29/2022	78,347.88	0000092262
023-0000-83100-00	Rob Watkins	Remove Rear Steps Build Deck w/ railing 1084 S Seminary St	11/29/2022	3,206.25	
Subtotal for Divison: 0000				81,559.53	
Subtotal for Fund 023				81,559.53	
024-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	16.50	
024-0000-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	77.94	
024-0000-88300-00	Breslin's Floor Covering, Inc	12/22 Parking Lot Lease	11/29/2022	587.43	
Subtotal for Divison: 0000				681.87	
Subtotal for Fund 024				681.87	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	54.00	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	10/22 - Advertisments	10/31/2022	200.00	
030-0320-55700-00	Ameilia F Fort	Carpet Cleaning - Offices- Main Area - Kitchen	10/31/2022	270.00	
030-0320-61000-00	Office Specialists, Inc.	Envelopes, Paper, Hole Puncher, Clipboards	11/29/2022	158.39	
030-0320-62500-00	Napa Auto Parts	Tie Rod	10/31/2022	64.29	
030-0320-62500-00	Napa Auto Parts	Bearing, Disc Brake Pads	11/29/2022	126.24	
030-0320-62500-00	Napa Auto Parts	Tie Rod's, Stearing Stabalizer	11/29/2022	321.15	
030-0320-62500-00	O'Reilly Auto Parts	Wheel Bearings	11/29/2022	61.28	
030-0320-62500-00	O'Reilly Auto Parts	Brake Rotor	11/29/2022	247.00	
030-0320-62500-00	Napa Auto Parts	Drag Link, Tire Rod	11/29/2022	116.08	
030-0320-62500-00	Ford of Galesburg	Alternator	11/29/2022	364.91	
030-0320-62500-00	Ford of Galesburg	Wheel Assemblys	10/31/2022	1,581.96	
030-0320-62500-00	Ford of Galesburg	End Asy's	10/31/2022	107.93	
030-0320-62500-00	Ford of Galesburg	Alternator	10/31/2022	384.91	
030-0320-62500-00	Napa Auto Parts	Steering Stabilizer	11/29/2022	44.69	
030-0320-62500-00	Napa Auto Parts	Drag Link	10/31/2022	122.59	
030-0320-62500-00	Napa Auto Parts	Alarm	11/29/2022	37.99	
030-0320-62510-00	Herr Petroleum Corp	200.3 Gal Reg Unleaded Ethanol	10/31/2022	651.86	0000092101
030-0320-62510-00	Herr Petroleum Corp	233.1 Gal Reg Unleaded Ethanol	10/31/2022	801.26	0000092101
030-0320-62510-00	Herr Petroleum Corp	264.2 Gal Unleaded Ethanol	11/29/2022	908.17	0000092101
030-0320-62510-00	Herr Petroleum Corp	228.8 Gal Unleaded Ethanol	11/29/2022	786.49	0000092101
030-0320-62510-00	Herr Petroleum Corp	171.4 Reg Unleaded Ethanol	11/29/2022	544.03	0000092101
030-0320-62510-00	Herr Petroleum Corp	155.55 Gal Reg Unleaded Ethanol	10/31/2022	500.25	0000092101
030-0320-62510-00	Herr Petroleum Corp	263.5 Gal Reg Unleaded Ethanol	10/31/2022	857.54	0000092101
030-0320-62510-00	Herr Petroleum Corp	166 Gal Reg Unleaded Ethanol	10/31/2022	540.24	0000092101
Subtotal for Divison: 0320				9,853.25	
030-0370-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	54.00	
030-0370-51000-00	Galesburg Termite & Pest Control In	11/22 Semi Monthly Bug Spray	11/29/2022	45.00	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	10/22 - Advertisments	10/31/2022	200.00	
030-0370-54500-00	Kraig Boynton	Mileage -Driver to Thompson Truck #1107 Davenport IA K.Boynton	11/29/2022	81.88	
030-0370-55700-00	Midwest Pressure Washers	Repaire of leaks , Oil Changed	11/29/2022	154.45	
030-0370-55700-00	Ameilia F Fort	Carpet Cleaning - Offices- Main Area - Kitchen	10/31/2022	270.00	
030-0370-57500-00	Cintas, Inc	11/22 Service	11/29/2022	178.99	
030-0370-57500-00	Cintas, Inc	11/22 Service	11/29/2022	196.52	
030-0370-57500-00	Cintas, Inc	10/22 Services	10/31/2022	155.63	
030-0370-59300-00	Getz Fire Equipment Co., Inc.	Insepection of Vehicle System	10/31/2022	657.00	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-61000-00	Office Specialists, Inc.	Desk Pad	10/31/2022	3.25	
030-0370-62500-00	Gillig	Gaskets, Cap, Air Springs,Shocks	11/29/2022	1,058.32	
030-0370-62500-00	Gillig	Shock Absorbers	10/31/2022	285.80	
030-0370-62500-00	Gillig	Sensor	11/29/2022	164.87	
030-0370-62500-00	Gillig	Hoses	10/31/2022	280.76	
030-0370-62500-00	Napa Auto Parts	Truck Weights	10/31/2022	271.88	
030-0370-62510-00	Herr Petroleum Corp	291.5 Gal Diesel #2	11/29/2022	1,308.99	0000092101
030-0370-62510-00	Herr Petroleum Corp	203.7 Gal Diesel #2	10/31/2022	957.77	0000092101
030-0370-67500-00	O'Reilly Auto Parts	Calipers	11/29/2022	6.99	
Subtotal for Divison: 0370				6,332.10	
Subtotal for Fund 030				16,185.35	
049-0000-51000-00	Klingner & Associates, P.C. - Archit	Demolition, Architectural, Bidding & Construction Observation Se	11/29/2022	5,868.75	0000092279
Subtotal for Divison: 0000				5,868.75	
Subtotal for Fund 049				5,868.75	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Professional services for HVAC replacement in PSB, 150 S Broad S	11/29/2022	3,375.00	0000092206
054-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Land Suveying Services-Cooke School	11/29/2022	4,500.00	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Construction Documents for PSB Locker Room Project	11/29/2022	2,657.25	0000092212
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Bidding Phase for PSB Locker Room Project	11/29/2022	3,000.00	0000092212
054-0000-76000-00	Klingner & Associates, P.C. - Archit	Consultation Bridge Inspection Project 22-3048	11/29/2022	2,057.50	
Subtotal for Divison: 0000				15,589.75	
Subtotal for Fund 054				15,589.75	
060-0000-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	172.24	
Subtotal for Divison: 0000				172.24	
Subtotal for Fund 060				172.24	
061-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 061-55800	11/29/2022	9,379.02	0000092289
061-0000-10701-00	Altorfer Inc.	2022 OCTOBER- MAINTENANCE ON FOUR GENERATORS	11/29/2022	2,008.99	0000091754
061-0000-10701-00	Altorfer Inc.	2022 OCTOBER- MAINTENANCE ON FOUR GENERATORS	11/29/2022	1,521.00	0000091754
061-0000-15401-00	Gunther Construction Co., a div. of I	Main break street repair at Broad - 2022 Intermittent Resurfacin	11/29/2022	14,321.94	0000092208
061-0000-20101-00	CASEY MCGEE	Refund Check 051601-003, 900 MONMOUTH BLVD	11/21/2022	87.03	
061-0000-20101-00	DANNY SCOTT	Refund Check 011264-003, 1429 WILLARD ST	11/21/2022	33.36	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JAMES MUDD	Refund Check 022784-000, 1413 MULBERRY ST	11/21/2022	25.07	
061-0000-20101-00	MAD ENTERPRISES II INC	Refund Check 013954-011, 579 W FREMONT ST	11/22/2022	55.05	
061-0000-20101-00	JAMES WYMAN ESTATE	Refund Check 010319-000, 193 POTAWATOMI RD	11/22/2022	0.75	
061-0000-20101-00	LOIS JOHNSON ESTATE	Refund Check 013939-000, 1172 DAYTON DR	11/22/2022	3.51	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-067, 735 N CEDAR ST	11/22/2022	54.14	
061-0000-20101-00	LOIS JOHNSON ESTATE	Refund Check 013939-000, 1172 DAYTON DR	11/22/2022	1.76	
061-0000-20101-00	KELVIN HARRISON	Refund Check 044680-002, 616 W SOUTH ST	11/22/2022	46.62	
061-0000-20101-00	ROGER LINDEEN	Refund Check 008894-000, 1144 GREENLEAF ST	11/22/2022	30.21	
061-0000-20101-00	CONSTANCE STEELE	Refund Check 014398-001, 280 PARK LANE AVE	11/22/2022	53.33	
061-0000-20101-00	REDBUD RESIDENTIAL LLC	Refund Check 065474-000, 1045 FRANK ST	11/22/2022	140.48	
061-0000-20101-00	MARLENE ZEFO	Refund Check 007425-000, 785 E GROVE ST	11/22/2022	61.09	
061-0000-20101-00	MARGIE DELACRUZ	Refund Check 054082-000, 1702 S SEMINARY ST	11/22/2022	66.73	
061-0000-20101-00	CLAUDIA FELIX MORENO	Refund Check 058863-000, 1013 E BERRIEN ST	11/21/2022	82.03	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-069, 70 OSAGE ST	11/22/2022	26.42	
061-0000-20101-00	SANDA CURTIS	Refund Check 055829-000, 935 DAYTON DR 3	11/22/2022	60.33	
061-0000-20101-00	BETH DAVIN	Refund Check 025169-000, 2115 140TH ST	11/21/2022	59.25	
061-0000-20101-00	BRIAN ALDERSON	Refund Check 023124-001, 473 S CHAMBERS ST	11/21/2022	101.88	
061-0000-20101-00	CLARENCE COLLINS	Refund Check 021879-000, 888 E FOURTH ST	11/22/2022	18.30	
061-0000-20101-00	HARLEY BROOKS III	Refund Check 063576-000, 1743 N CHERRY ST	11/22/2022	36.43	
061-0000-20101-00	MATTHEW BERNARDI	Refund Check 015289-037, 979 DAY ST	11/21/2022	102.36	
061-0000-20101-00	ROBERT BETTS	Refund Check 016055-001, 184 BANDY AVE	11/21/2022	63.47	
061-0000-20101-00	BONNIE HARRIS	Refund Check 007110-034, 218 S WHITESBORO ST	11/22/2022	46.62	
061-0000-20101-00	BONNIE HARRIS	Refund Check 007110-035, 344 N WEST ST	11/22/2022	22.49	
061-0000-20101-00	WALTER JIMENEZ	Refund Check 059390-003, 1017 N KELLOGG ST	11/22/2022	90.03	
061-0000-20101-00	LOIS JOHNSON ESTATE	Refund Check 013939-000, 1172 DAYTON DR	11/22/2022	0.40	
061-0000-20101-00	INELDA HOPPING	Refund Check 012483-000, 1089 MAPLE AVE	11/22/2022	46.62	
061-0000-20101-00	RAOUL REINERTSEN	Refund Check 053082-000, 1160 PINE TREE LN	11/21/2022	92.03	
061-0000-20101-00	JAMES WYMAN ESTATE	Refund Check 010319-000, 193 POTAWATOMI RD	11/22/2022	19.67	
061-0000-20101-00	JAMES WYMAN ESTATE	Refund Check 010319-000, 193 POTAWATOMI RD	11/22/2022	1.65	
061-0000-20101-00	WALTER JIMENEZ	Refund Check 059390-005, 893 N PRAIRIE ST 3	11/21/2022	98.78	
061-0000-47500-00	Dearborn National Life Insurance Co	12/22 Life Insurance Premium	11/29/2022	205.65	
061-0000-51000-00	Knox County Records Office	10/22 Laredo	11/29/2022	21.85	
061-0000-51000-00	Credit Collection Partners	08/22 Services	09/27/2022	6.25	
061-0000-51000-00	Credit Collection Partners	09/22 Services	10/31/2022	6.25	
061-0000-51000-00	Credit Collection Partners	10/22 Services	11/29/2022	64.08	
061-0000-51500-00	Sebis Direct Inc	10/22 - Utility Billing	11/29/2022	860.24	
061-0000-52300-00	Nicor Gas	10/22 Heat #14511554116	10/31/2022	5,732.60	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-52300-00	Nicor Gas	10/22 Heat #20727010009	10/31/2022	67.53	
061-0000-55500-00	AMP Electrical Services, Inc.	Maint on Well Starter	11/29/2022	232.50	
061-0000-55700-00	Waste Management, Inc.	11/22 - Services	11/29/2022	101.99	
061-0000-55700-00	Waste Management, Inc.	11/22 - Services	11/29/2022	18.23	
061-0000-55700-00	Lambasio, Inc.	Test BackFlow Devices	11/29/2022	857.38	
061-0000-66000-00	Galesburg Builders Supply, Inc	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	11/29/2022	295.72	0000092113
061-0000-66000-00	Galesburg Builders Supply, Inc	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	11/29/2022	369.65	0000092113
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL PP2 MIX - DELIVERED	11/29/2022	370.00	0000092113
061-0000-66000-00	Core & Main	Screw VB Top's	11/29/2022	844.80	
061-0000-66000-00	Core & Main	Brass Cap, Gasket	11/29/2022	31.16	
061-0000-68500-00	Industrial Specialties Llc	Wisprofloc	11/29/2022	3,077.14	
061-0000-68500-00	Hawkins, Inc	2022 Liquid Chlorine for Water Division as per bid. This is a b	11/29/2022	4,944.00	0000092074
Subtotal for Divison: 0000				46,965.86	
Subtotal for Fund 061				46,965.86	
067-0000-10701-00	SpringbrookSoftware LLC	2023 Annual Springbrook Maintenance 067-55800	11/29/2022	4,619.52	0000092289
067-0000-10701-00	Waste Management, Inc.	10/22 - Sticker Rel Oversize Stickers	10/31/2022	570.00	
067-0000-20101-00	LOIS JOHNSON ESTATE	Refund Check 013939-000, 1172 DAYTON DR	11/22/2022	1.95	
067-0000-20101-00	JAMES WYMAN ESTATE	Refund Check 010319-000, 193 POTAWATOMI RD	11/22/2022	2.27	
067-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	1.80	
067-0000-51000-00	Knox County Records Office	10/22 Laredo	11/29/2022	21.85	
067-0000-51000-00	SpringbrookSoftware LLC	10/22 Transaction Fees	11/29/2022	86.13	
067-0000-51500-00	Gatehouse Media	Paint Recycle -front-00124432 Acct#00018053	11/29/2022	360.00	
067-0000-51500-00	Sebis Direct Inc	10/22 - Utility Billing	11/29/2022	430.06	
067-0000-51500-00	Gatehouse Media	Public Notice -ADJ_AD chAff Affidavit Acct#00021744	11/29/2022	140.92	
067-0000-51500-00	Gatehouse Media	Paint Recycle -front-00125441 Acct#00018053	11/29/2022	190.00	
067-0000-59501-00	Knox County Landfill	10/22 Services Act #121	10/31/2022	26,658.00	
067-0000-59502-00	Waste Management, Inc.	12/22 Refuse Removal Per Contract	11/29/2022	175,247.12	
Subtotal for Divison: 0000				208,329.62	
Subtotal for Fund 067				208,329.62	
078-0000-20315-00	Dearborn National Life Insurance Cc	12/22 Vision Insurance Premium	11/29/2022	2,877.04	
078-0000-47500-00	Dearborn National Life Insurance Cc	12/22 Life Insurance Premium	11/29/2022	14.40	
078-0000-51000-00	Illinois Municipal League Risk Man	Payout - Date of Loss 07/06/2021- Claim# 21050K212110	11/29/2022	1,178.83	
078-0000-56535-00	Midwest Orthopaedic Center	Work Comp DOS 09/19/22 Account # 2783	11/29/2022	160.49	

Account Number	Vendor	Description	Date	Amount	PO No
078-0000-56535-00	Central IL Radiological Assoc	Work Comp DOS10/15/2022 Acct #252005396520	11/29/2022	285.86	
078-0000-56535-00	OSF St Mary Medical Center	Work Comp DOS 10/15/22 Acct #9399197100	11/29/2022	1,554.58	
Subtotal for Divison: 0000				<u>6,071.20</u>	
Subtotal for Fund 078				<u>6,071.20</u>	
Report Total:				<u>917,441.25</u>	

Advance Checks and ACH Payments as of 11/29/2022

Check Date	Check #	Vendor Name	Description	Account #	Amount
11/16/2022	0	T TECH	10/22 UB ACH Fees	067-0000-51000	421.29
11/16/2022	0	T TECH	10/22 UB ACH Fees	061-0000-51000	842.59
11/17/2022	0	James Hartshorn	11/2 Officiate V-Ball 5 games	019-1940-51400	125.00
11/17/2022	0	James Hartshorn	11/09 Officiate V-Ball 5 games	019-1940-51400	125.00
11/17/2022	97359	Knox County Recorders Office	File 31 Weed/Trash/Demo Liens	001-0160-51300	288.00
11/17/2022	97360	Knox County Trustee Payment Account	Purchase of Property - Rear Brooks St 9915176040	023-0000-10850	823.00
11/17/2022	97360	Knox County Trustee Payment Account	Purchase of Property - 215 S Pearl St 9914128006	023-0000-10850	823.00
11/17/2022	97360	Knox County Trustee Payment Account	Purchase of Property - 349 W.Brooks St. 9915176025	023-0000-10850	823.00
11/17/2022	97360	Knox County Trustee Payment Account	Purchase of Property - 574 Monmouth Blvd 9915155011	023-0000-10850	823.00
11/17/2022	97361	Landon Rice	Refund overpayment of ticket # A019395	001-0000-32020	225.00
11/17/2022	0	Mike Hines	11/09 Officiate V-Ball 5 Games	019-1940-51400	125.00
11/17/2022	0	Mike Hines	11/02 Officiate V-Ball 5 Games	019-1940-51400	125.00
11/18/2022	0	Bluefin Payment Systems	10/22 Pay pad fee Adj	061-0000-51000	1.46
11/18/2022	0	Derek Perry	Non Safety toe shoes	001-0605-67500	45.00
11/18/2022	0	James Hartshorn	Officiating V-Ball 5 games	019-1940-51400	125.00
11/18/2022	0	Justin Moffitt	Non Safety toe shoes	001-0605-67500	39.12
11/18/2022	0	Mike Hines	Officiate V-Ball 5 Games	019-1940-51400	125.00
11/21/2022	0	Bank of Montreal	Anixter/Clark/Tri-Ed - Cat Cabel Wiring	001-0550-61700	991.48
11/21/2022	0	Bank of Montreal	Wilson Paper Co - Trash bags, ASAP Cleaner	019-1945-65000	138.08
11/21/2022	0	Bank of Montreal	USPS - Stamps	030-0320-53000	48.00
11/21/2022	0	Bank of Montreal	Zoro Tools - Drill Bit Kit	001-0605-66500	19.99
11/21/2022	0	Bank of Montreal	Century Link - 10/22 Service	030-0000-20102	190.20
11/21/2022	0	Bank of Montreal	Caseys - 10/20 Meals- Fire Dep -t Software Training	001-0605-54500	89.69
11/21/2022	0	Bank of Montreal	Blick Art - Chalk , China Marking Pencils	061-0000-61000	15.01
11/21/2022	0	Bank of Montreal	US Cellular - 09/22 Services	061-0000-20102	333.40
11/21/2022	0	Bank of Montreal	Microsoft Store - Windows Upgrade	057-0000-61700	99.00
11/21/2022	0	Bank of Montreal	Lands End - Staff Shirt	001-0205-61000	22.47
11/21/2022	0	Bank of Montreal	Midstate - Filter Cleaning #51	001-0605-55500	30.00
11/21/2022	0	Bank of Montreal	Menards - Fuel Stabilizer,Cement, Nipples, Couplings	061-0000-66000	89.56
11/21/2022	0	Bank of Montreal	Sling Online Scheduling - Software	001-0510-55000	46.74
11/21/2022	0	Bank of Montreal	Thompson - Support Fan	030-0370-62500	415.94
11/21/2022	0	Bank of Montreal	Lowes - Mailbox Repair	014-0000-66000	53.23
11/21/2022	0	Bank of Montreal	Menards - Wood for Dirt Barn	019-1965-61900	1,975.54
11/21/2022	0	Bank of Montreal	Galesburg Electric - New Light Bulbs & Recycled Bulbs	019-1910-66000	140.32
11/21/2022	0	Bank of Montreal	MTC Communications - 11/22 Service Water Treatment Plant	061-0000-54000	89.95
11/21/2022	0	Bank of Montreal	Lowes - Gloves, Fastners	019-1960-66000	15.72
11/21/2022	0	Bank of Montreal	Inquire HIre - Background Check Transit	078-0000-51000	66.30
11/21/2022	0	Bank of Montreal	Holt Supply- Misc Supplies	061-0000-66000	126.67
11/21/2022	0	Bank of Montreal	AT&T - 10/22 Service	001-0510-54000	515.61
11/21/2022	0	Bank of Montreal	Beaufort Street Parking Deck - Parking - IL - Fall Conf	001-0305-54500	1.00
11/21/2022	0	Bank of Montreal	Garden Gate - Flower Arrangement Slagel Funeral -Tax E.Gugliotta	001-0000-10407	3.49
11/21/2022	0	Bank of Montreal	Amazon - 12 Cube Organizer	030-0320-61800	167.00
11/21/2022	0	Bank of Montreal	Holt Supply - Glvanzied Nipple	061-0000-66000	5.88
11/21/2022	0	Bank of Montreal	Menards - Insulation, Insulation Supplies	061-0000-66000	184.17

11/21/2022	0 Bank of Montreal	IAAI - IAAI Membership- Caruana	001-0605-55000	30.00
11/21/2022	0 Bank of Montreal	Summit Racing - Exhaust Gaskets #350	020-0000-62500	53.05
11/21/2022	0 Bank of Montreal	Amazon - HDMI Cables	001-0510-61700	59.84
11/21/2022	0 Bank of Montreal	Metal Culverts - Culverts	018-0000-66000	513.25
11/21/2022	0 Bank of Montreal	Scott Equip - Weed Eater Head	019-1965-65500	28.99
11/21/2022	0 Bank of Montreal	Lowes - Motar Mix	014-0000-66000	34.40
11/21/2022	0 Bank of Montreal	Garden Gate Florist - Flowers Slagel Visitation and Funeral	001-0115-58500	55.00
11/21/2022	0 Bank of Montreal	Menards- Safety Cones , Lighters	019-1965-66000	52.95
11/21/2022	0 Bank of Montreal	Office Specialist - 10/22 Services	030-0000-20102	100.52
11/21/2022	0 Bank of Montreal	City Tech - Public Salary Renewal	001-0120-55000	390.00
11/21/2022	0 Bank of Montreal	Glenns Radiator- Alignment #500	019-1915-55500	89.95
11/21/2022	0 Bank of Montreal	Garden Gate Florist - Flowers Slagel Visitation/Funeral- Tax K.B	001-0000-10407	4.26
11/21/2022	0 Bank of Montreal	Walmart - Cofee & Sugar & Air Freshener	019-1910-65000	54.50
11/21/2022	0 Bank of Montreal	Ameren - 09/22 Service	019-0000-20102	2,473.65
11/21/2022	0 Bank of Montreal	Lowes - Paint Supplies	019-1950-66000	65.92
11/21/2022	0 Bank of Montreal	Tri-States - Chlorine	061-0000-68500	105.60
11/21/2022	0 Bank of Montreal	Menards - Pipe fittings for Air Compressor	014-0000-64500	59.80
11/21/2022	0 Bank of Montreal	Menards - Cut off Blades	001-0445-66500	179.98
11/21/2022	0 Bank of Montreal	Little Ceasars - Overtime Meal Water Dept	061-0000-68000	25.93
11/21/2022	0 Bank of Montreal	HOI SHRM -HR Training	001-0120-54500	30.00
11/21/2022	0 Bank of Montreal	Axon - Taser Cartridges	015-0000-69000	832.75
11/21/2022	0 Bank of Montreal	Amazon - Portable Monitor for Laptop	001-0605-61700	369.99
11/21/2022	0 Bank of Montreal	Go Van Gohs - Embrodery for Staff Shirts	001-0205-51000	48.00
11/21/2022	0 Bank of Montreal	GrayShift-07/23-07/24 GrayKey License (510-55800)	001-0000-10701	9,995.00
11/21/2022	0 Bank of Montreal	Amazon - 11/22 Macrame of the Month Supplies	019-1940-64000	9.99
11/21/2022	0 Bank of Montreal	Century Link - 10/22 Service	019-0000-20102	548.03
11/21/2022	0 Bank of Montreal	Lowes - Minor Tools	001-0450-66500	243.54
11/21/2022	0 Bank of Montreal	NLC-Sumit registration - Mayor Schwartzman	001-0105-54500	495.00
11/21/2022	0 Bank of Montreal	Comcast - 10/22 Service	001-0630-54000	17.00
11/21/2022	0 Bank of Montreal	The UPS Store - Shipment of incorrect Memory Chips	001-0207-53000	22.07
11/21/2022	0 Bank of Montreal	Menards - Wall Clock and Adhesive	030-0320-61000	17.98
11/21/2022	0 Bank of Montreal	Ameren - 10/22 Service	061-0000-20102	191.52
11/21/2022	0 Bank of Montreal	National Neighborhood Watch - Neighborhood Watch Signs	001-0510-83100	216.30
11/21/2022	0 Bank of Montreal	HOI SHRM - Memberhsip Renewal	001-0120-55000	65.00
11/21/2022	0 Bank of Montreal	Gannett -09/22 Register Mail SubScription	001-0110-55000	7.99
11/21/2022	0 Bank of Montreal	Gannett Newspaper- Digital Subscription	001-0305-55000	7.99
11/21/2022	0 Bank of Montreal	Verizon Wireless - 09/22 Services	001-0000-20102	857.04
11/21/2022	0 Bank of Montreal	Lowes - Materials for Forms	014-0000-66000	331.52
11/21/2022	0 Bank of Montreal	Harbor Freight - Dollies	001-0450-66500	129.98
11/21/2022	0 Bank of Montreal	Menards - Simple Green , lime, rust cleaner	019-1950-65000	35.96
11/21/2022	0 Bank of Montreal	US Cellular - 10/22 Service	061-0000-20102	333.17
11/21/2022	0 Bank of Montreal	Illinois Fire and Police Commision Assoc - Fall Seminar - Fulton	001-0505-54500	525.00
11/21/2022	0 Bank of Montreal	National Child Passenger Safety-Child Safety Seat Tech - Perez	001-0510-54500	95.00
11/21/2022	0 Bank of Montreal	Napa - Filter for Fuel Tank	020-0000-65500	17.39
11/21/2022	0 Bank of Montreal	Galesburg Electric - Refund Tax	019-1930-66000	(6.61)
11/21/2022	0 Bank of Montreal	Amazon - Fiber Patch Cables	001-0550-61700	67.80

11/21/2022	0 Bank of Montreal	SCW - Periphs Replacement	057-0000-61700	509.35
11/21/2022	0 Bank of Montreal	DynDNS.com - DYN Standard DNS renewal (1 Month)	001-0207-55800	5.00
11/21/2022	0 Bank of Montreal	AC McCartney - Pin #360	020-0000-62500	56.85
11/21/2022	0 Bank of Montreal	Farm King - Angle Grinder	019-1915-66500	119.99
11/21/2022	0 Bank of Montreal	Farm King - Rubber Boots -Frank	061-0000-67500	109.95
11/21/2022	0 Bank of Montreal	Menards - Insulation, Mildw Cleaner	061-0000-66000	84.89
11/21/2022	0 Bank of Montreal	S&S Industrial Supply - Brake Cleaner, Pen Oil	001-0445-63000	159.60
11/21/2022	0 Bank of Montreal	Orpheum Theater - Leadership Training 10/7 E Heiden	001-0306-54500	92.00
11/21/2022	0 Bank of Montreal	Menards - Backer Rod	019-1915-66000	18.73
11/21/2022	0 Bank of Montreal	MTC Communications - 10/22 Service - Water Treatment	061-0000-54000	89.95
11/21/2022	0 Bank of Montreal	Airport Windsock Corp - Windock Pole	020-0000-66000	1,572.25
11/21/2022	0 Bank of Montreal	Amazon - Surge Protectors, Extension Cords	001-0550-61700	211.95
11/21/2022	0 Bank of Montreal	Office Specialist - 10/22 Services	001-0000-20102	2,436.14
11/21/2022	0 Bank of Montreal	Amazon - Name Plates for Gary	019-1905-61000	6.99
11/21/2022	0 Bank of Montreal	Farm King - Braided Tubing	061-0000-66000	20.76
11/21/2022	0 Bank of Montreal	Oreilly - Air Filter for Air Compressor	001-0450-65500	7.04
11/21/2022	0 Bank of Montreal	MATCO - Shop Tools	030-0370-66500	334.80
11/21/2022	0 Bank of Montreal	Galesburg Electric - Scratch AWL, Screwdriver	061-0000-66500	55.96
11/21/2022	0 Bank of Montreal	11/22 Monthly Premiums	001-0605-47500	118.80
11/21/2022	0 Bank of Montreal	Hy-Vee - Refreshments for Lake Cleanup Day	019-1915-68000	38.06
11/21/2022	0 Bank of Montreal	Menards - Plumbing Supplies	019-1940-66000	9.82
11/21/2022	0 Bank of Montreal	10/22 Pcard Charges - Library	001-0000-10407	4,454.58
11/21/2022	0 Bank of Montreal	Menards - Bleach	061-0000-66000	9.17
11/21/2022	0 Bank of Montreal	Comcast - 10/22 Internet	019-1965-54000	62.95
11/21/2022	0 Bank of Montreal	Land's End - Sales Tax Refund Requested	001-0000-10407	1.40
11/21/2022	0 Bank of Montreal	Paypal Magnamatic - Blad Sharpening Wheels	019-1915-65500	332.59
11/21/2022	0 Bank of Montreal	Lowes - Paint Supplies	019-1950-66000	28.42
11/21/2022	0 Bank of Montreal	Thompson - Rod Kit Torque Arm Bus, Ford Wheel	030-0370-62500	952.16
11/21/2022	0 Bank of Montreal	Allegra Printing - Chief Idle Business Cards	001-0510-61000	38.84
11/21/2022	0 Bank of Montreal	Valley Distribution - Core - Credit	001-0445-55500	(20.00)
11/21/2022	0 Bank of Montreal	Amazon - Knee Pads	001-0450-67500	225.72
11/21/2022	0 Bank of Montreal	Holt Supply - Filters H-VAC - Water Plant	061-0000-66000	227.57
11/21/2022	0 Bank of Montreal	SCW - Wrong Charge by SCW	001-0207-61700	28.99
11/21/2022	0 Bank of Montreal	Phillips 66 - Fuel for Truck	061-0000-62510	125.64
11/21/2022	0 Bank of Montreal	Green View Garden Centers - Trees	054-0000-63500	2,216.96
11/21/2022	0 Bank of Montreal	Lowes - Cleaning Supplies	001-0450-65000	33.32
11/21/2022	0 Bank of Montreal	Jimmy Johns - 10/25 Meals Fire Dept -Software Training	001-0605-54500	97.50
11/21/2022	0 Bank of Montreal	Menards - Nails, RV Antifreeze	019-1915-66000	127.92
11/21/2022	0 Bank of Montreal	Harvey Bros - Solendid #510	019-1915-62500	112.00
11/21/2022	0 Bank of Montreal	Menards- Floor Cleaner	019-1945-66000	4.97
11/21/2022	0 Bank of Montreal	Verizon Wireless - 09/22 Services -Command Vehicle	001-0000-20102	4.89
11/21/2022	0 Bank of Montreal	Scott Equipment - 2-cycle Oil	019-1915-65500	62.74
11/21/2022	0 Bank of Montreal	Land's End - Sales Tax Refund Requested	001-0000-10407	6.79
11/21/2022	0 Bank of Montreal	Hy-Vee - Hot Dog Buns	019-1920-64125	30.71
11/21/2022	0 Bank of Montreal	Drury Hotles - Supervisor Training McLaughlin, Winbigler	001-0510-54500	721.56
11/21/2022	0 Bank of Montreal	Beaufort Street Parking Deck - Parking - IL - Fall Conf	001-0305-54500	3.00

11/21/2022	0 Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	39.45
11/21/2022	0 Bank of Montreal	Comcast- 10/22 HD Technology Fee #21-46	021-0000-54000	9.95
11/21/2022	0 Bank of Montreal	Comcast - 10/22 IDOT Modem	001-0000-10407	111.85
11/21/2022	0 Bank of Montreal	Wilson Paper Co - Shop Supplies	001-0450-65000	37.95
11/21/2022	0 Bank of Montreal	Amazon-Hi-Visability Tape Measures	001-0410-64800	76.80
11/21/2022	0 Bank of Montreal	Figurine for RVarnold Family	001-0205-58500	27.99
11/21/2022	0 Bank of Montreal	JensenIT-CRP graphics card replacment	057-0000-61700	511.62
11/21/2022	0 Bank of Montreal	Amazon - Collapsible Traffic Cones for CSO's	001-0510-67500	101.96
11/21/2022	0 Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen supplies	021-0000-68000	76.95
11/21/2022	0 Bank of Montreal	Wilson Paper - PSQ Disinfectant	001-0445-63000	119.62
11/21/2022	0 Bank of Montreal	Peoples - Phil L.P Tanks	001-0450-66500	35.60
11/21/2022	0 Bank of Montreal	Harvey Bros - Solendid	001-0000-10801	73.50
11/21/2022	0 Bank of Montreal	Farm King - LP Tank Refill	001-0605-65000	17.99
11/21/2022	0 Bank of Montreal	Menards - Map Gas, Batteries	061-0000-66000	118.39
11/21/2022	0 Bank of Montreal	Il Fire and Police Commision Assoc - Fall Seminar - Peters	001-0505-54500	525.00
11/21/2022	0 Bank of Montreal	IPRA - Membership	019-1905-55000	259.00
11/21/2022	0 Bank of Montreal	Breeze Courier - Notice to Bidders Ad#6243	061-0000-51500	9.60
11/21/2022	0 Bank of Montreal	Menards - Pvc Couplings, Pvc Bushings, Galvanized Nipple	061-0000-66000	7.35
11/21/2022	0 Bank of Montreal	Verizon Wireless - 09/22 Services	016-0000-20102	1.63
11/21/2022	0 Bank of Montreal	Day Break -Diesel - Dump Truck	061-0000-62510	155.01
11/21/2022	0 Bank of Montreal	09/22 Ameren IP	001-0000-20102	2,500.00
11/21/2022	0 Bank of Montreal	Walmart - Hot Dog Buns	019-1920-64125	13.70
11/21/2022	0 Bank of Montreal	Amazon - Plastic Forks	001-0510-61000	48.60
11/21/2022	0 Bank of Montreal	Century Link - 10/22 Service	061-0000-20102	260.23
11/21/2022	0 Bank of Montreal	Greenview Garden Center - Memorial Tree	019-1915-63500	135.00
11/21/2022	0 Bank of Montreal	Dept. Of Natural Resources-Duplicate titles for boats	019-1905-51000	41.00
11/21/2022	0 Bank of Montreal	Lands End - Staff Shirts	001-0000-10407	207.17
11/21/2022	0 Bank of Montreal	Comcast - 10/22 Refund for Cancelation of Service	001-0205-54000	(19.00)
11/21/2022	0 Bank of Montreal	Comcast - 10/22 Service	001-0510-54000	19.90
11/21/2022	0 Bank of Montreal	Menards - Tapcon For Park Bench	019-1915-66000	20.98
11/21/2022	0 Bank of Montreal	Bar Magnifier - To be refunded	001-0000-10407	13.79
11/21/2022	0 Bank of Montreal	Menards - PVC Couplings, PVC Bushings, Galvanized Nipples	061-0000-66000	66.07
11/21/2022	0 Bank of Montreal	IL State Fire Marhsall - Lake Storey- IL OSFM Cert of Operation	019-1935-55700	255.63
11/21/2022	0 Bank of Montreal	Menards - Misc Supplies	001-0605-65000	67.12
11/21/2022	0 Bank of Montreal	Office Specialist- 10/22 Services	019-0000-20102	178.95
11/21/2022	0 Bank of Montreal	Farm King - Paint Suppllies - Trash Barn	019-1965-66000	15.68
11/21/2022	0 Bank of Montreal	Hy-Vee - Coffee Supplies	019-1920-64125	29.17
11/21/2022	0 Bank of Montreal	Menards - Spray Paint	030-0370-66000	35.90
11/21/2022	0 Bank of Montreal	CDWG - UPS Battery Replacement	061-0000-61700	51.17
11/21/2022	0 Bank of Montreal	Expedia - Training Hotel Oglesby 10/25-10/27 Sampier	001-0605-54500	233.14
11/21/2022	0 Bank of Montreal	SHRM - Meeting Luncheon	001-0120-55000	40.00
11/21/2022	0 Bank of Montreal	GFOA - GAAFR Yearly Renewal	001-0205-55000	65.00
11/21/2022	0 Bank of Montreal	Amazon - Tennis Balls	019-1940-64000	84.99
11/21/2022	0 Bank of Montreal	Land's End - Tax Refund Requested	001-0000-10407	1.44
11/21/2022	0 Bank of Montreal	Garden Gate - Flower Arrangement Slagel Funeral	001-0110-58500	45.00
11/21/2022	0 Bank of Montreal	Menards - RV Antifreeze	019-1945-66000	20.16

11/21/2022	0 Bank of Montreal	Menards - Supplies - Dirt Building E. Linwood	019-1965-66000	26.58
11/21/2022	0 Bank of Montreal	Harbor Freight - Shop Tools, Jaw Puller Set	030-0370-66500	34.99
11/21/2022	0 Bank of Montreal	Thompson - Switch Coolant	030-0370-62500	249.70
11/21/2022	0 Bank of Montreal	IIMC - IIMC dues for K.Bennewitz	001-0115-55000	225.00
11/21/2022	0 Bank of Montreal	Paypal Battery Vendor - 12 Volt Computer Charger	061-0000-66000	29.99
11/21/2022	0 Bank of Montreal	Farm King - Hitch Pins for Auger	019-1915-65500	22.76
11/21/2022	0 Bank of Montreal	Valley Distribution - Hydraulic, Engine Oil	001-0000-10801	1,769.10
11/21/2022	0 Bank of Montreal	Lowes - Rope, Sealant	019-1950-66000	19.67
11/21/2022	0 Bank of Montreal	Menards - Food Safe Pail	019-1950-66000	7.98
11/21/2022	0 Bank of Montreal	Lowes - Materials to maintain Equipment	001-0450-65500	15.84
11/21/2022	0 Bank of Montreal	Beaufort Street Parking Deck - Parking - IL - Fall Conf	001-0305-54500	3.00
11/21/2022	0 Bank of Montreal	Amazon - Ball Pump Needles	019-1940-64000	4.59
11/21/2022	0 Bank of Montreal	Holt Supply - Galvanized Nipples, Couplings	061-0000-66000	560.62
11/21/2022	0 Bank of Montreal	Frontier Communications - 10/22 Service Water Treatment	061-0000-54000	276.57
11/21/2022	0 Bank of Montreal	Thompson - Spindle Nut Kits	030-0370-62500	152.26
11/21/2022	0 Bank of Montreal	Menards - Light Ballasts	019-1950-66000	19.99
11/21/2022	0 Bank of Montreal	Menards- Shovels	061-0000-66500	34.97
11/21/2022	0 Bank of Montreal	Gannett - 10/22 Register Mail Subscription	001-0110-55000	7.99
11/21/2022	0 Bank of Montreal	Amazon - Curved Monitor	001-0207-61700	855.98
11/21/2022	0 Bank of Montreal	Farm King - Plumbing Parts for Sprayer, Charging Chord	019-1920-65500	99.82
11/21/2022	0 Bank of Montreal	Walmart - Pumpkins 10/22 Second Saturdays	019-1940-64000	6.96
11/21/2022	0 Bank of Montreal	IDPH - EMTP License - Weber	001-0605-55000	41.00
11/21/2022	0 Bank of Montreal	ILACP - Police Tests, Study Guides	001-0505-51500	435.50
11/21/2022	0 Bank of Montreal	Amazon - Zippered Bags for Driver Money	030-0320-61000	35.67
11/21/2022	0 Bank of Montreal	Jimmy Johns - 10/24 Meals Fire Dept -Software Training	001-0605-54500	84.23
11/21/2022	0 Bank of Montreal	Advance - Oil for Air compressor	001-0450-65500	43.69
11/21/2022	0 Bank of Montreal	Vital Records/Peoria - Deach Certificate (reimbursed by fire Pen	001-0115-51000	29.00
11/21/2022	0 Bank of Montreal	Farm King - Caution Tape	019-1965-66000	8.79
11/21/2022	0 Bank of Montreal	Walmart - Hot Dog Buns	019-1920-64125	35.16
11/21/2022	0 Bank of Montreal	USPS - Return Sweatshirt	001-0450-53000	59.40
11/21/2022	0 Bank of Montreal	Summit Racing - Fuel Filter Kit #356	020-0000-62500	23.13
11/21/2022	0 Bank of Montreal	Greenvew Garden Center - Trees for Parks	019-1915-63500	1,042.70
11/21/2022	0 Bank of Montreal	Menards - Marking Flags	019-1915-66000	17.94
11/21/2022	0 Bank of Montreal	Foremost Productions - Fire Prevention Materials	001-0605-67000	271.39
11/21/2022	0 Bank of Montreal	IL State Fire Marhsall - PSB - IL OSFM Certificate of Operation	019-1911-55700	77.25
11/21/2022	0 Bank of Montreal	Amazon - Refund Tennis Balls - Did not receive	019-1940-64000	(114.00)
11/21/2022	0 Bank of Montreal	Century Link - 10/22 Service	020-0000-20102	64.98
11/21/2022	0 Bank of Montreal	Il Fire and Police Commision Assoc - Fall Seminar - Vanhooetegem	001-0505-54500	575.00
11/21/2022	0 Bank of Montreal	Amazon - Laptop Monitor Screen Extender	001-0550-61700	559.99
11/21/2022	0 Bank of Montreal	AC McCartney - Spindle #523	019-1915-62500	307.13
11/21/2022	0 Bank of Montreal	Galesburg Electric - Duct Seal	061-0000-66000	56.40
11/21/2022	0 Bank of Montreal	Comcast - 10/22 Internet	001-0207-54000	454.85
11/21/2022	0 Bank of Montreal	NENA - Annual Membership - Jennings	001-0505-55000	147.00
11/21/2022	0 Bank of Montreal	Menards - Work Platform	030-0370-66500	96.29
11/21/2022	0 Bank of Montreal	Land's End - Staff Shirts	001-0000-10407	22.97
11/21/2022	0 Bank of Montreal	Schulte Supply - Marking Flags	061-0000-66000	498.00

11/21/2022	0 Bank of Montreal	Menards - Work Platform	030-0370-66500	96.29
11/21/2022	0 Bank of Montreal	Best of Signs- Magnetic Nameplate - City Mgr	001-0110-61000	13.47
11/21/2022	0 Bank of Montreal	Scott Equip - Spool Inserts , Gear Head	019-1965-65500	139.52
11/21/2022	0 Bank of Montreal	The UPS Store - UPS Battery Shipment for Testing	061-0000-53000	27.34
11/21/2022	0 Bank of Montreal	Land's End - Staff Shirts	001-0000-10407	22.47
11/21/2022	0 Bank of Montreal	Office Specialist - 10/22 Services	067-0000-20102	31.39
11/21/2022	0 Bank of Montreal	Facebook - Police Entry Level Advertising	001-0505-51500	26.59
11/21/2022	0 Bank of Montreal	Matco Tools - Tools, Brushes	014-0000-64500	32.55
11/21/2022	0 Bank of Montreal	Black Market Bagles - Employee Breakfast	001-0205-68000	49.84
11/21/2022	0 Bank of Montreal	Amazon - Book Easel	001-0205-61000	25.94
11/21/2022	0 Bank of Montreal	Advance Auto Parts - Anti Seize	061-0000-66000	18.38
11/21/2022	0 Bank of Montreal	Terminal Supply - Terminals, Clamps, Discs	001-0445-63000	117.63
11/21/2022	0 Bank of Montreal	IIMC - IIMC dues for E.Gugliotta	001-0115-55000	125.00
11/21/2022	0 Bank of Montreal	Wilson Paper Co - Cleaner	019-1935-65000	76.98
11/21/2022	0 Bank of Montreal	USA BlueBook - Hydrant Extension	061-0000-66000	378.30
11/21/2022	0 Bank of Montreal	Expedia -10/23 Hotel Training Champaign Lenz Rogers	001-0605-54500	139.55
11/21/2022	0 Bank of Montreal	Amazon - Dry Erase Markers	019-1940-64000	9.97
11/21/2022	0 Bank of Montreal	Schulte Supply - Marking Paint	061-0000-66000	1,178.34
11/21/2022	0 Bank of Montreal	Walmart - Tax - Treat Street Candy	001-0000-10407	1.47
11/21/2022	0 Bank of Montreal	Zoro Tools - Batteries	001-0605-65500	129.63
11/21/2022	0 Bank of Montreal	10/22 Pcard Charges - ETSB	001-0000-10407	6,920.43
11/21/2022	0 Bank of Montreal	Land's End - Staff Shirts	001-0000-10407	108.82
11/21/2022	0 Bank of Montreal	Little Ceasars - Overtime Meal Mgalon Mark,Aaron,Lee,Nate,Frank	061-0000-68000	46.44
11/21/2022	0 Bank of Montreal	Oreilly - Hub Assembly #466	030-0370-62500	329.14
11/21/2022	0 Bank of Montreal	Amazon - Tennis Balls	019-1940-64000	53.94
11/21/2022	0 Bank of Montreal	Advance - Shop Supplies	001-0450-66500	35.88
11/21/2022	0 Bank of Montreal	Hilton Hotel - NTOA Training Huwe	001-0510-54500	327.12
11/21/2022	0 Bank of Montreal	11/22 Monthly Premiums	001-0510-47500	105.60
11/21/2022	0 Bank of Montreal	Farm King- Batteries, Supplies	061-0000-66000	91.15
11/21/2022	0 Bank of Montreal	Greenview Garden Center - Willow Tree	019-1920-66000	75.00
11/21/2022	0 Bank of Montreal	Lowes - Duct Tape - Socket	019-1915-66000	16.96
11/21/2022	0 Bank of Montreal	Amazon - High Visibility Jacket	001-0510-67500	49.38
11/21/2022	0 Bank of Montreal	IDPH - EMTP License Renewal - Grodjesk	001-0605-55000	41.00
11/21/2022	0 Bank of Montreal	Hy-Vee - Hot Dog Buns	019-1920-64125	19.14
11/21/2022	0 Bank of Montreal	IL State Fire Marhsall - Lakeside Rec- IL OSFM Cert of Operation	019-1945-55700	127.25
11/21/2022	0 Bank of Montreal	MATCO - Coolant System Tester	001-0445-66500	253.12
11/21/2022	0 Bank of Montreal	Lowes - Hole Saw	001-0445-66500	38.98
11/21/2022	0 Bank of Montreal	Oreily - Vehicle Maintenance Supplies	001-0605-65500	84.03
11/21/2022	0 Bank of Montreal	DynDNS.com - Managed DNS Express 5 renewal (1 Month)	001-0207-55800	24.00
11/21/2022	0 Bank of Montreal	Jimmy Johns - Meals Software Training 10/26 Fire Dept	001-0605-54500	87.74
11/21/2022	0 Bank of Montreal	Harbor Freight - Shop Tools, Jaw Puller Set -Tax R.Larson	030-0000-10407	3.06
11/21/2022	0 Bank of Montreal	Phillips 66 - Diesel Fuel -Tractor	061-0000-62510	160.55
11/21/2022	0 Bank of Montreal	Amazon - Name Tags/Markers/Employee Lunch	001-0120-58500	23.29
11/21/2022	0 Bank of Montreal	Inquire Hire - Background Check Admin AST.	078-0000-51000	40.00
11/21/2022	0 Bank of Montreal	Amazon - Plastic Spoons	001-0510-61000	46.88
11/21/2022	0 Bank of Montreal	Walmart - Return TV Stand	030-0000-10407	(65.00)

11/21/2022	0 Bank of Montreal	Midstate-Hydraulic Hose	019-1920-65500	57.81
11/21/2022	0 Bank of Montreal	LMC Truck - Sill Kit #544	019-1915-62500	134.85
11/21/2022	0 Bank of Montreal	Menards - Misc Supplies	061-0000-66000	96.53
11/21/2022	0 Bank of Montreal	Flofax/Rediform - 2023 Daily Planner - R.Slagel	001-0306-61000	77.30
11/21/2022	0 Bank of Montreal	Dollar Tree- 11/22, 12/22 Craft Night Out supplies	019-1940-64000	10.00
11/21/2022	0 Bank of Montreal	Birkeys - Wheel/Tire Combo #576	019-1915-62500	371.71
11/21/2022	0 Bank of Montreal	Scott Equip - Weed Eater Line	020-0000-65500	113.98
11/21/2022	0 Bank of Montreal	Menards - Caliper	061-0000-66500	48.96
11/21/2022	0 Bank of Montreal	Strictly Tech - Network Cabinents	061-0000-61700	739.91
11/21/2022	0 Bank of Montreal	Menards - Light Bulbs	030-0320-66000	74.98
11/21/2022	0 Bank of Montreal	Anixter - Fiber Patch Cables	001-0207-61700	158.68
11/21/2022	0 Bank of Montreal	Drury Hotles - Supervisor Training Hootman	001-0510-54500	627.45
11/21/2022	0 Bank of Montreal	Office Specialist - 10/22 Services	061-0000-20102	337.18
11/21/2022	0 Bank of Montreal	Champion Xpress Car Wash - M.Miller	001-0000-10407	10.00
11/21/2022	0 Bank of Montreal	S&S Industrial Supply - Brake Cleaner, Batteries	001-0445-63000	169.69
11/21/2022	0 Bank of Montreal	Sling - Online Staff Scheduling Service	019-1905-55800	138.02
11/21/2022	0 Bank of Montreal	Allegra - Punch Tickets for Fixed Route	030-0370-51500	88.50
11/21/2022	0 Bank of Montreal	LMC Truck - Sill Kit #600	001-0445-62500	134.80
11/21/2022	0 Bank of Montreal	Century Link - 10/22 Service	001-0000-20102	1,611.79
11/21/2022	0 Bank of Montreal	Verizon Wireless - 09/22 Services	019-0000-20102	216.09
11/21/2022	0 Bank of Montreal	Caseys- Software Training Fire Dept	001-0605-54500	49.80
11/21/2022	0 Bank of Montreal	Amazon - Shippling labels	001-0605-61000	17.98
11/21/2022	0 Bank of Montreal	Office Specialist - 10/22 Services	078-0000-20102	54.83
11/21/2022	0 Bank of Montreal	Verizon Wireless - 09/22 Services	061-0000-20102	29.40
11/21/2022	0 Bank of Montreal	IL - AWWA - Webinar Training	061-0000-54500	96.00
11/21/2022	0 Bank of Montreal	Farm King- Scrws, Hltch,Pins	019-1915-65500	31.75
11/21/2022	0 Bank of Montreal	Menards - Cleaning Supplies for Broiler	019-1960-66000	43.15
11/21/2022	0 Bank of Montreal	Expedia -10/16 Hotel Training Champaign Lenz Rogers	001-0605-54500	144.91
11/21/2022	0 Bank of Montreal	Amazon - 10/22 Macrame of the Month Supplies	019-1940-64000	19.99
11/21/2022	0 Bank of Montreal	IL Tollway - Tolls for training travel	001-0510-54500	10.80
11/21/2022	0 Bank of Montreal	Jimmy Johns - Software Training - Fire Dept	001-0605-54500	47.82
11/21/2022	0 Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	61.84
11/21/2022	0 Bank of Montreal	TLO - Trans Union - TLO Program Subscription	001-0510-55800	75.00
11/21/2022	0 Bank of Montreal	Amazon - Color Coded Labels	001-0550-61700	175.61
11/21/2022	0 Bank of Montreal	Lowes - Paint and supplies	019-1950-66000	75.85
11/21/2022	0 Bank of Montreal	Martin Tractor - Two-Cycle Oil	061-0000-62500	17.52
11/21/2022	0 Bank of Montreal	Kalahari Resort - Refund Cancel 1 night stay A.Jennings	001-0000-10407	(90.00)
11/21/2022	0 Bank of Montreal	Amazon - 12 Cube Organizer	030-0370-61000	167.00
11/21/2022	0 Bank of Montreal	UPS - Shipping	001-0605-53000	18.69
11/21/2022	0 Bank of Montreal	Amazon - Tennis Balls	019-1945-64000	85.69
11/21/2022	0 Bank of Montreal	Lowes - Lumber Dirt Building E.Linwood	019-1965-66000	20.98
11/21/2022	0 Bank of Montreal	Walmart - Halloween Candy	001-0510-58500	257.42
11/21/2022	0 Bank of Montreal	Galesburg Lumber - Lumber for Forms	014-0000-66000	123.96
11/21/2022	0 Bank of Montreal	Hy-Vee - Hot Dog Buns, Coffee	019-1920-64125	35.53
11/21/2022	0 Bank of Montreal	Amazon - Clasp Envelopes	001-0205-61000	24.20
11/21/2022	0 Bank of Montreal	Hoerr Nursery - Trees for Parks	019-1915-63500	348.00

11/21/2022	0 Bank of Montreal	Amazon - 10/22 Macrame of the Month Supplies	019-1940-64000	19.99
11/21/2022	0 Bank of Montreal	Microsoft Store - Windows Upgrade - Tax	057-0000-10407	8.67
11/21/2022	0 Bank of Montreal	Walmart - Treat Street Candy	001-0605-83100	274.88
11/21/2022	0 Bank of Montreal	Expeida - Refund Hotel Sampier	001-0605-54500	(288.69)
11/21/2022	0 Bank of Montreal	Comcast - 10/22 AV Room Cable	001-0207-54000	5.99
11/21/2022	0 Bank of Montreal	Sto-Cote Products - Ice Rink Liner- Rotary Park	019-1915-66000	732.32
11/21/2022	0 Bank of Montreal	Titanium - Display Port to HDMI Adapters	001-0207-61700	77.95
11/21/2022	0 Bank of Montreal	QuickScores - Software License	019-1905-55000	49.00
11/21/2022	0 Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
11/22/2022	0 Ameren Illinois	10/22 Heat #01147-55694	001-0000-20102	1,132.43
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	018-0000-20102	114.61
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	061-0000-20102	29,936.47
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	024-0000-20102	27.09
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	019-0000-20102	12,597.88
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	020-0000-20102	915.58
11/22/2022	0 Ameren Illinois	10/22 Heat #01147-55694	019-0000-20102	2,356.11
11/22/2022	0 Ameren Illinois	10/22 Electricity #01147-55694	001-0000-20102	18,233.93
11/22/2022	0 Ameren Illinois	10/22 Heat #01147-55694	024-0000-20102	54.22
11/23/2022	0 Barash & Everett, LLC	10/22 Legal Fees	001-0145-51010	9,008.33
11/23/2022	0 BlueCross BlueShield of Illinois	12/22 Health Insurance Premiums	078-0000-20315	360,978.80
11/23/2022	0 Brandt Construction Co	Monmouth Blvd Improvements from Henderson to Academy - Resurfaci	014-0000-55700	93,400.79
11/23/2022	0 Brandt Construction Co	Monmouth Blvd Improvements from Henderson to Academy - Sidewalk	011-0000-78070	118,918.15
11/23/2022	0 Brandt Construction Co	Monmouth Blvd Improvements from Henderson to Academy - Resurfaci	011-0000-55700	467,341.28
11/23/2022	0 Flexible Benefit Service LLC	10/22 Service	001-0120-56506	80.00
11/23/2022	4061 J W Summy Contracting Corp.	DCEO RLF at 808 N Broad St	013-0000-83100	6,150.00
11/23/2022	20084 J W Summy Contracting Corp.	CO #1 DCEO HELP Pilot at 808 N Broad St add for demo of porch ro	013-0000-83100	2,000.00
11/23/2022	20084 J W Summy Contracting Corp.	DCEO HELP Pilot at 808 N Broad St	013-0000-83100	37,025.00
11/23/2022	97431 Knox County Recorders Office	File 27 Weed/Trash/Demo Liens	001-0160-51300	225.00
11/23/2022	0 Laci Washabaugh	11/22/22 Running G-Force Clinic - 2 Sessions	019-1940-51400	700.00
11/23/2022	0 Traci Sharp	11/22/22 Running G-force Clinic 2 Sessions	019-1940-51400	700.00
11/23/2022	0 UMB Bank, N.A.	RFDG BDS SRS 2017 - Registered Interest	061-0000-87300	131,140.63
11/23/2022	0 UMB Bank, N.A.	RFDG BDS SRS 2017 - Matured Bonds	061-0000-25509	450,000.00
			Grand Total	\$ 1,826,918.89

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
DECEMBER 5, 2022**

AGENDA ITEM: 2022 Property Tax Levy Ordinance

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend the City Council approve the 2022 Property Tax Levy Ordinance.

BACKGROUND: Annually, the City Council establishes a dollar amount needed from property tax extensions by the County Clerk. This amount is then aggregated with other taxing districts resulting in individual tax bills on individual property. The City should receive the majority of the money collected from this levy in June and September of 2023.

The 2022 tax levy request has been established at \$9,707,763 which is an increase of 0% when compared to the total amount of the current year tax levy (2021) extension. The following table displays the levy request by use:

DESCRIPTION	2022 LEVY AMOUNT	\$ CHANGE FROM 2021 LEVY EXTENSION	% CHANGE FROM 2021 LEVY EXTENSION	% OF TOTAL LEVY REQUEST
Corporate	\$2,660,593	\$62,240	2.4%	27%
G.O. Bonds	0	0	0%	0%
Social Security	250,100	25	0%	3%
IMRF	285,000	120	0%	3%
Police Pension	2,445,000	(33,523)	(1.4%)	25%
Fire Pension	2,351,000	(109,569)	(4.5%)	24%
Public Library	1,716,070	80,707	4.9%	18%

Based on the current Estimated Assessed Value (EAV) for the 2022 tax levy, the estimated property tax rate for the City would be approximately \$2.64 or zero cents more than the 2021 tax levy rate. The property tax rate is applied to individual tax bills.

BUDGET IMPACT: The property tax levy will fund a portion of the City's General Fund and Park & Recreation Fund general operations; IMRF obligations in the General Fund; the majority of the Public Library's general operations; and the police pension and firefighters' pension funds.

SUPPORTING DOCUMENTS:

1. 2022 Property Tax Levy Estimation
2. 2023 Appropriations for Tax Levy

Estimated Real Estate Extension Report

KNOX COUNTY TAX YEAR - 2022

Estimated Taxable Value (EAV) \$ 367,018,867

Description	Estimated Rate	2022 Levy Request	2021 Levy Extension	\$ Change in Levy	% Change in Levy
<u>Galesburg City</u>					
Corporate	\$ 0.357	\$ 1,310,688	\$ 1,222,190	\$ 88,498	7.24%
Bonds	-	0	0	-	#DIV/0!
IMRF	0.078	285,000	284,879	121	0.04%
Social Security	0.068	250,100	250,075	25	0.01%
Policemens Pension	0.666	2,445,000	2,478,523	(33,523)	-1.35%
Library	0.468	1,716,070	1,635,363	80,707	4.94%
Body Totals	\$ 1.637	\$ 6,006,858	\$ 5,871,030	\$ 135,828	2.31%
<u>Galesburg City Fire</u>					
Corporate	\$ 0.368	1,349,905	\$ 1,376,164	\$ (26,259)	-1.91%
Firemens Pension	0.641	2,351,000	2,460,569	(109,569)	-4.45%
Body Totals	\$ 1.008	\$ 3,700,905	\$ 3,836,733	\$ (135,828)	-3.54%
Grand Total	\$ 2.645	\$ 9,707,763	\$ 9,707,763	\$ -	0.00%

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

Special Ordinance No. _____

**AN ORDINANCE MAKING THE LEVY FOR CORPORATE PURPOSES AND SPECIAL FUNDS,
FOR THE CURRENT YEAR COMMENCING ON THE FIRST DAY OF JANUARY, 2023 AND ENDING
ON THE THIRTY-FIRST DAY OF DECEMBER, 2023 FOR THE CITY OF GALESBURG, ILLINOIS**

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

SECTION 1. That a tax levy for the following sums of money, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the City be, and the same is hereby levied for the purposes specified against all taxable property in the City for the fiscal year commencing on the first day of January, 2023, and ending on the thirty-first day of December, 2023. The specific amounts are levied for the purposes listed below, indicated by being placed in a separate column designated "Amount Raised by Taxation" which item appears at the right hand column of this ordinance. The tax so levied for the fiscal year of the City of Galesburg, and is for the appropriation amounts to be raised by taxation, the total of which has been determined as follows:

Fund	Description	FY 23 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
	General	20,270,215	19,221,667	1,048,548
	General Fund Fire Department	7,752,115	6,402,210	1,349,905
	Various Pensions and Social Security Contributions in General Fund:			
	IMRF		(285,000)	285,000
	Social Security		(250,100)	250,100
	Police Pension		(2,445,000)	2,445,000
	Fire Pension		(2,351,000)	2,351,000
001	Total General Fund	28,022,330	20,292,777	7,729,553
011	Motor Fuel Tax	1,695,000	1,695,000	-
013	Grants	8,494,270	8,494,270	-
014	City Gas Tax	1,122,670	1,122,670	-
015	Federal Special Enforcement	-	-	-
016	Special Enforcement	36,650	36,650	-
017	911 Communications	124,665	124,665	-
018	Storm Water Utility	1,024,600	1,024,600	-
019	Parks & Recreation	5,835,755	5,573,615	262,140
020	Airport Operations	302,890	302,890	-
021	Foreign Fire	28,480	28,480	-
023	Property Redevelopment	1,456,190	1,456,190	-
024	Economic Development	1,494,915	1,494,915	-
025	CDBG Repayment	206,490	206,490	-
026	UDAG Repayment	856,320	856,320	-
030	Public Transportation Services	2,532,610	2,532,610	-
043	2016 GO Bond Debt Service	643,265	643,265	-
046	2011C Business Park Bonds	325,160	325,160	-
047	Business Dstrct 2013A GO Bonds	116,980	116,980	-
048	TIF 3 Regency Cap Proj	75,485	75,485	-
049	TIF IV	934,885	934,885	-
051	Players Fields Capital Imp	4,600	4,600	-
053	Building Repair & Maintenance	310,120	310,120	-
054	Planning Fund	1,325,000	1,325,000	-
057	Computer Replacement	415,400	415,400	-
058	Vehicle Replacement	716,850	716,850	-
059	Utility Tax Capital Projects	2,175,935	2,175,935	-
060	Seminary St Business District	40,010	40,010	-

Fund	Description	FY 23 Budget	Amount Raised by Other than Taxation	Amount Raised by Taxation
061	Water Operations	6,571,250	6,571,250	-
067	Refuse	3,120,785	3,120,785	-
078	Risk Management	1,152,545	1,152,545	-
085	OPEB Trust	1,800	1,800	-
088	Linwood Cemetery Trust	3,500	3,500	-
089	East Linwood Cemetery Trust	15,200	15,200	-
900	Public Library	2,795,170	1,079,100	1,716,070
Total All Other Funds		45,955,445	43,977,235	1,978,210
Total 2022 Appropriations for 2021 Tax Levy		73,977,775	64,270,012	9,707,763

SECTION 2. The City Clerk of the City of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of the ordinance on or before the last Tuesday of December 2022.

SECTION 3. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not the validity of the remainder of the sections, phrases or provisions hereof.

SECTION 4. This section shall be in full force and effect after its passage and approval by the Mayor.

SECTION 5. This ordinance is adopted pursuant to the state law of Illinois and the home rule authority provided pursuant to the Constitution of the State of Illinois.

Approved this _____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

81,729,890

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 21, 2022**

AGENDA ITEM: Approval of an ordinance granting a franchise to Comcast and associated Comcast franchise agreement.

SUMMARY RECOMMENDATION: The City Manager and City Attorney recommend approval of the ordinance and franchise agreement with Comcast.

BACKGROUND: The City Council approved a nonexclusive franchise agreement with Comcast in 2014 which expires December 31, 2022. It is proposed to approve a new nonexclusive franchise agreement with Comcast for a 10-year period. The terms of the agreement are essentially the same as the previous agreement and the city will continue to receive the 5% franchise fee that the city has received in the past. The city will also continue to receive basic cable to city owned buildings listed in Appendix A of the agreement. The Federal Communication Commission has ruled that Comcast can now deduct the cost to provide the basic cable from the city's franchise fee; however, this ruling is currently under appeal at this time. Until the appeal is resolved, the City will not be charged for the basic cable to city owned buildings. If the appeal is not successful, Comcast will work with the city to implement the charges over time and the City can elect to reduce the number of services in order to reduce the cost.

BUDGET IMPACT: The city will continue to receive the 5% franchise fee revenue that the city has received in the past.

SUPPORTING DOCUMENTS:

1. Ordinance and Proposed Comcast Franchise Agreement

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NEW CABLE TELEVISION FRANCHISE TO COMCAST OF ILLINOIS/INDIANA/OHIO, L.L.C. FOR A NEW TERM UNTIL DECEMBER 31, 2032 SUBJECT TO THE CONDITIONS HEREIN

WHEREAS, COMCAST OF ILLINOIS/INDIANA/OHIO L.L.C. (“Comcast”) is successor to the Cable Franchise granted to Insight Communication Midwest, LLC on May 20, 2002, and has applied for renewal of its non-exclusive cable franchise in the City of Galesburg, Illinois (“City”), pursuant to Section 626 of the Cable Act [47 U.S.C. § 546], and;

WHEREAS, municipalities of the State of Illinois are authorized pursuant to Illinois statute (65 ILCS 5/11-42-11) to franchise cable television services; and

WHEREAS, the City believes it is in the best interest of the public to renew the franchise of Comcast, under the terms attached to this franchise ordinance.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Galesburg, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim as findings of the City Council of the City of Galesburg, Illinois.

Section 2. The City Council has determined that it is reasonable to grant a Cable Service Franchise (“Franchise”) to Comcast, a copy of such Franchise is (i) attached hereto, (ii) incorporated herein by reference, and (iii) hereby approved as to form, for a term until December 31, 2032. The Franchise shall only take effect upon adoption of this ordinance, subject to the following conditions subsequent: (1) execution by Comcast of the “Cable Television Franchise Agreement by and between the City of Galesburg and Comcast of Illinois/Indiana/Ohio, LLC, delivery to the City of Galesburg, Illinois City Clerk on or before December 31, 2022 (unless otherwise approved by the City Council), which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths. The attached Franchise and Acceptance shall constitute a binding and enforceable contract between the City and Comcast; PROVIDED, that nothing in this ordinance shall be deemed to authorize operation of cable services within the City prior to the effective date of this ordinance; any operation in the rights-of-way without a valid and binding franchise accepted by Franchisee after December 31, 2022 shall be subject to such penalties and remedies as set forth in the Franchise, and as otherwise permitted by law; and failure of the conditions subsequent shall cause the authority granted herein to be null and void.

Section 3. A copy of the attached Franchise has been delivered to Comcast in substantially the form attached hereto not less than seven days prior to this enactment.

Section 4. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such documents, certificates and instruments as may be necessary to carry out and comply with the intent of this ordinance.

Section 5. Due to the urgency of the enactment of this Ordinance prior to the expiration of the current Franchise Agreement, this Ordinance shall be in full force and effect immediately on and after its passage and approval as provided by law and this Ordinance shall be published as may be provided by law.

Approved this _____ day of _____, 2022, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

STATE OF ILLINOIS)
) SS
 COUNTY OF KNOX)

CERTIFICATE OF PUBLICATION

I, Keli R. Bennewitz, certify that I am the duly elected and acting Municipal Clerk of the City of Galesburg, Illinois.

I further certify that on the ____ day of _____, 2022, the Corporate Authorities of the City of Galesburg, Illinois passed and approved Ordinance No. _____ entitled:

“AN ORDINANCE GRANTING A NEW CABLE TELEVISION FRANCHISE TO COMCAST OF ILLINOIS/INDIANA/OHIO, L.L.C. FOR A NEW TERM UNTIL DECEMBER 31, 2032 SUBJECT TO THE CONDITIONS HEREIN”

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the ordinance and a cover sheet thereof was prepared and a copy of such ordinance will be posted in the Galesburg City Hall, commencing on the ____ day of _____, 2022 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

DATED at Galesburg, Illinois this ____ day of _____, 2022.

 Kelli R. Bennewitz, City Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
CITY OF GALESBURG
And
COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Galesburg, Illinois (hereinafter, the “City”) and Comcast of Illinois/Indiana/Ohio, LLC, (hereinafter, “Grantee”) this ____ day of _____, _____ (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois/Indiana/Ohio, LLC.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for

purposes of computing the City's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the City, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

"Public Way" shall mean, pursuant and in addition to the City's Right of Way Ordinance (Title 97, Guideline and Requirements for Work on City Rights-of-Way), the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the City in the Franchise Area, to the extent that the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. Public Way shall not include any real or personal City property that is not specifically described in this definition and shall not include City buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"City" means the City of Galesburg, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code and Ordinance No. _____ approving and authorizing the execution of this Agreement, the City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the City while used in the course of installation, repair and maintenance work on the Cable System.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 97 of the Municipal Code, entitled "Guidelines and Requirements for Work in the Rights-of-Way" of the City of Galesburg as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the City requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the City shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to

residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the City in conducting inspections related to these standards upon reasonable prior written request from the City based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the City shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the City shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The City requests that Comcast provide Basic Cable Service (or its current equivalent) and one Digital Transport Adapter (or its current equivalent if equipment is necessary to receive the service) to one outlet at the locations specified in Attachment A. The City shall notify Comcast of its election to be invoiced at standard rates for these services and equipment or to have the charges deducted from the franchise fee payment due the City. In the event the FCC's Third 621 Order is reversed on appeal (pending at the 6th Circuit at the time of this agreement) and that reversal becomes final, Comcast will provide the services set forth in this paragraph on a complimentary basis for the remaining term of the franchise. Additional services, equipment, and locations may be added at the City's expense upon request but shall not be complimentary.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the City become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the City to the City on an annual basis. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.8. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by City

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid

during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the City to increase the Franchise Fee above five percent (5%), and the City actually proposes to increase the Franchise Fee in exercise of such authority, the City may amend the Franchise Fee percentage. Following the determination to increase the Franchise Fee and enactment of an ordinance enabling the same, the City shall notify the Grantee of its intent to collect the increased Franchise Fee, and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the City) to effectuate any changes necessary to begin the collection of such increased Franchise Fee. In the event that the City increases said Franchise Fee, the Grantee shall notify its Subscribers of the City's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the City to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the City pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal/Counties Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the City approves the amendment by ordinance; and (c) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal/County Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.2.1 In accordance with 65 ILCS 5/11-42-11.05 (k), the City shall provide on an annual basis, a complete list of addresses within the corporate limits of the City. If an address is not included in the list or if no list is provided, the Grantee shall be held harmless for any franchise fee underpayments (including penalty and interest) from situsing errors.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the City with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the City, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the City containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee’s request for consent within one

hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the City may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the City's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Within thirty (30) days of the Effective Date of this Franchise Agreement, the Grantee shall, at its sole cost and expense, take out and maintain Commercial General Liability and Auto Liability Insurance. Such policy or policies shall be in the minimum amount of three million Dollars (\$3,000,000.00) for bodily injury or death to any one Person, and Three Million Dollars (\$3,000,000.00) for bodily injury or death of any two (2) or more persons resulting from one (1) occurrence, and Three Million Dollars (\$3,000,000.00) for property damage resulting from anyone (1) accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The County shall be named as an additional insured. Grantee shall provide certificates of insurance to the City showing that above enumerated policies of insurance are in force. An endorsement shall be provided which states that the coverage is primary insurance with respect to claims arising from Grantee's operation under this Franchise Agreement and that no other insurance maintained by the City will be called upon to contribute to a loss under this coverage. Standard form of cross-liability shall be afforded.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the City. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The City shall give the Grantee timely written notice of its obligation to indemnify and defend the City after the City's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the City. If the City elects in its own discretion to employ additional counsel, the costs for such additional counsel for the City shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from any conduct for which the City, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the City by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG. The Grantee shall provide for the City's noncommercial Public, Educational and Governmental Access ("PEG") Programming through two Channels (the "Channel") on the Grantee's Cable System. Unless otherwise agreed to by the City and the Grantee to the extent required by applicable law, the Channel may be carried on the Grantee's basic digital service tier. The City's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of the PEG Access Channel. The City shall be responsible for establishing, and thereafter enforcing, rules for the non-commercial use of the PEG Access Channel and to promote the use and viewership of the Channel.

8.3. Allocation and Use of the PEG Access Channel. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Access Channel is, and shall be, operated by the City. The City shall adopt rules and procedures under which Grantee may use the PEG Access Channel for the provision of Video Programming if the PEG Access channel is not being used for its designated purpose(s) pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.4. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Access Channel except as permitted by 47 U.S.C. §531(e).

8.5. Origination Point. At such time that the City determines that it wants to establish the capability to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from Schools and/or City facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to change or upgrade a location from which PEG Access Programming is originated; the City will give the Grantee written notice detailing the point of origination and the capability sought by the City. The Grantee agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure within a reasonable period of time, the Grantee will implement any necessary system changes within a reasonable period of time.

8.6. PEG Signal Quality. Provided the PEG signal feed is delivered by the City to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.8. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation by the City upon no less than sixty (60) days' notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging, or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on a PEG Access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of

the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision.

9.4. **Remedies Not Exclusive.** In addition to the remedies set forth in this Section 9, the Grantee acknowledges the City's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the City to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the City.

SECTION 10: Miscellaneous Provisions

10.1. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. **Notice.** Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the City:

To the Grantee:

City of Galesburg
55 W. Tomkins Street
Galesburg, IL 61401
ATTN: City Manager

Comcast of Illinois/Indiana/Ohio, LLC.
1500 McConnor Parkway
Schaumburg, Illinois 60173
ATTN: Sr. Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Knox

County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate ordinance or resolution by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the City that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the City that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the City of Galesburg:

For Comcast of Illinois/Indiana/Ohio, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A

- 1 The Galesburg Public Library, 40 E. Simmons St., Galesburg IL 61401
- 2 Galesburg City Hall, 55 W. Tompkins St., Galesburg, IL 61401
- 3 Fremont Avenue Fire Station, 1455 W. Fremont St., Galesburg, IL 61401
- 4 Brooks Fire Station, 1 575 E. Brooks St., Galesburg, IL 61401
- 5 Public Safety Building, 1 50 S. Broad St., Galesburg, IL 61401
- 6 Lakeside Recreation Center, 1033 South Lake Storey Rd., Galesburg, IL 61401
- 7 Fire Training Center, 2233 Veterans Drive, Galesburg, IL 61401
- 8 Parks/Golf Maintenance building, 3535 Lincoln Park Dr., Galesburg, IL 61401
- 9 E. Linwood Cemetery, 1854 W. Main St., Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Approval of an Ordinance to increase the Home Rule Sales Tax Rate from 1.00% to 1.25%.

SUMMARY RECOMMENDATION: The City Manager recommends approval of the Ordinance to increase the Home Rule Sales Tax Rate to 1.25%.

BACKGROUND: If the City Council approves the Ordinance to increase the home rule sales tax from 1.00% to 1.25%, administration will file the ordinance with the State of Illinois Department of Revenue by March 31, 2023. The tax will become effective July 1, 2023; it is estimated that the City will receive its first payment in October 2023.

BUDGET IMPACT: The additional .25% would generate approximately \$950,000 annually in home rule sales tax revenue.

SUPPORTING DOCUMENT:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE RETAIL OCCUPATION TAX AND SERVICE OCCUPATION TAX
(SALES TAX RATE) FOR THE CITY OF GALESBURG, ILLINOIS.**

WHEREAS, THE City Council has considered in open session an increase to the Sales Tax Rate for the City of Galesburg;

AND, WHEREAS, Galesburg, as a Home Rule Municipality has the power to set its own rates for sales tax by ordinance without referendum pursuant to 65 ILCS 5/8-11-1 and 65 ILCS 5/8-11-5 of the Illinois Municipal Code.

AND, WHEREAS, The City Council had determined that it is in the best interest of the City for furtherance of economic development; to provide additional revenue for infrastructure improvements; and to provide a budget neutral method of funding projects; to raise the sales tax percentage as allowed by state law as follows.

NOW, THEREFORE, Be It Ordained by the City Council of the CITY OF GALESBURG, Knox County, Illinois, as follows:

Section One: Effective July 1, 2023 and once notice properly given to the State of Illinois on or before March 31, 2023, the Retail and Service Occupation Taxes for the City of Galesburg Illinois shall be raised from 1.00% to 1.25% for retail sales and services which are not statutorily exempted from said tax.

Section Two: A copy of this ordinance, properly certified by the City Clerk, shall be filed with the State of Illinois Department of Revenue, as well as placed on file with the Knox County Clerk, and shall be deemed notice to all of their future liability for remittance of this tax.

Section Three: All ordinances or parts of ordinances in conflict herewith to the extent of such conflict are hereby repealed. If any section, paragraph, clause or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalid or unenforceable section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section Four: This ordinance shall be in full force and effect upon its passage and publication as provided by law, and the charges and rates shall take effect on July 1, 2023.

Approved this _____ day of _____, 2022, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
DECEMBER 5, 2022**

AGENDA ITEM: Special Ordinance to approve the 2022 levy for the Special Service Area #1 (Downtown Area).

SUMMARY RECOMMENDATION: It is recommended the City Council approve the Special Service Area Tax Levy Ordinance.

BACKGROUND: On January 20, 1975, the City Council approved Special Ordinance No. 75-4 which created, from the Special Service Area #1, a flat rate of \$1 per \$100 equalized assessed value. Money generated from this levy is utilized to pay maintenance services in the downtown area.

On May 2, 1992 the Downtown Council requested that at the time their levy for bond repayment expired, a new tax replaced it in the amount of \$1.50 per \$100 of equalized assessed value to assist in covering operational expenses. Their request was approved and in 1995 the Downtown Council began receiving the new tax. The ordinance for the property tax stated that the tax shall not be levied for more than 10 years.

On November 18, 2013, the City Council approved a ten-year extension of the \$1.50 tax for the Special Service Area tax commencing on the 2014 property tax levy (payable in 2015). The tax levy must be approved in time to be filed with the Knox County Clerk by the last Tuesday in December 2022.

BUDGET IMPACT: The City uses replacement taxes to make up the difference between the amount received from the levy and the contract amount.

SUPPORTING DOCUMENTS:

1. SSA Tax Levy Ordinance

SPECIAL ORDINANCE NUMBER _____

AN ORDINANCE MAKING THE LEVY FOR THE SPECIAL SERVICE AREA #1 FOR THE CURRENT FISCAL YEAR COMMENCING THE FIRST DAY OF JANUARY, 2023 AND ENDING ON THE THIRTY-FIRST DAY OF DECEMBER, 2023, FOR THE CITY OF GALESBURG, ILLINOIS.

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

SECTION 1: That a tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City be, and the same is, hereby levied for the purpose specified against all taxable property in the Special Service Area #1 in the City for the fiscal year commencing on the first day of January, 2023 and ending on the thirty-first day of December, 2023.

SPECIAL SERVICE AREA #1 MAINTENANCE	APPROPRIATED	LEVIED
Contractual Services SSA#1 Maintenance	\$215,930	
Total SSA #1 Maintenance	\$215,930	
Appropriated for the foregoing expenses of the Special Service Area #1 Maintenance from sources other than taxation.	\$74,361	
Levied as tax for Special Service Area #1 Maintenance		
Fund the sum of		\$56,628
Levied as tax for Special Service Area #1 an Additional Maintenance Fund for Special Services		\$84,941
Total Levy for Special Service Area		\$141,569

SECTION 2. The City Clerk of Galesburg is hereby directed to file with the County Clerk of Knox County, Illinois, a properly certified copy of this ordinance on or before the last Tuesday of December 2022.

SECTION 3. If any item or portion of this ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 4. That this ordinance shall be in full force and affect after its passage and approval and recording as provided by law.

Approved this ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
DECEMBER 5, 2022**

AGENDA ITEM: Resolution authorizing the purchase of a portion of a property commonly known as 849 S. Henderson Street, with a letter acknowledging assessed value of the land for partial donation of the property from Knox County Ventures, LLC.

SUMMARY RECOMMENDATION: The City Manager and Director of Parks and Recreation recommends acceptance of the purchase of approximately 2.74 acres of land from Knox County Ventures, LLC with Mr. Michael Rassi as the representative, for potential future development of a public park.

BACKGROUND: The City has been in discussions with Mr. Michael Rassi regarding the purchase of the east portion of the property for a future development of a park. The portion of real estate is a 2-lot subdivision of 849 South Henderson Street. This is located by Learning Connections, which was the former Cooke Elementary School. Knox County Ventures, LLC is selling a portion of the property to the City of Galesburg for \$60,000 with a tax write off letter for the remaining land value of \$50,000. The amount is based on the \$110,000 value of the land

The City of Galesburg plans to develop a future park on the property once funding comes available for development.

BUDGET IMPACT: Funding could come from the Planning Fund (Fund 54) to acquire the property.

SUPPORTING DOCUMENTS:

1. Resolution
2. Purchase Agreement
3. Plat

Resolution No. _____

A RESOLUTION AUTHORIZING PURCHASE OF REAL PROPERTY LOCATED AT A PART OF 849 S. HENDERSON STREET, FOR DEVELOPMENT OF A CITY OWNED PARK

WHEREAS, Knox County Ventures, LLC, is the owner of a vacant lot located at a part of 849 S. Henderson Street, in Galesburg, Illinois;

WHEREAS, the City of Galesburg wishes to purchase a portion of the vacant lot;

WHEREAS, Knox County Ventures, LLC wishes to sell a portion of the vacant lot to the City of Galesburg; and

WHEREAS, the City of Galesburg wishes to purchase the property so that they may develop a park at this site in the future;

WHEREAS, the portion of the lot that Knox County Ventures, LLC is willing to sell has already been surveyed;

WHEREAS, Knox County Ventures, LLC has applied for a subdivision plat for the property;

WHEREAS, the assessed value of the property was \$110,000.00, and Knox County Ventures, LLC is willing to sell the property for \$60,000.00;

WHEREAS, the City will provide Knox County Ventures, LLC with a tax write-off letter for the remaining \$50,000.00 difference in the assessed value of the property; and

WHEREAS, the City Council finds that the purchase of this real property is in the best interests of the citizens of Galesburg.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Galesburg, Knox County, Illinois as follows:

SECTION 1: The foregoing recitals are hereby incorporated in this Resolution as though fully set forth herein.

SECTION 2: The Mayor, City Clerk and City Attorney are directed to take any and all action necessary to purchase the following parcel of property:

Legal Description

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

PART OF: 99-15-305-004

SECTION 3: This Resolution shall be in full force and effect from and after its approval and passage as provided by law.

Approved this _____ day of _____, 2022, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

AGREEMENT FOR SALE OF REAL ESTATE
(THIS IS A BINDING REAL ESTATE CONTRACT)

Seller:

Knox County Ventures, LLC
 919 Detroit Court
 Morton, IL 61550
 c/o Michael Rassi
 Member-Manager

Telephone: 309-266-9694

Purchaser:

The City of Galesburg
 55 W. Tompkins Street
 Galesburg, IL 61402

Telephone: 309-343-4181

1. **THIS AGREEMENT** is dated this 7th day of November 2022.

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser a portion of the real estate commonly known as 849 S. Henderson Street, and legally described as follows:

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF
 GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

PART OF: 99-15-305-004

for the sum of sixty thousand (\$60,000.00) dollars to be paid as follows:

\$ 60,000.00 BALANCE to be paid at time of final settlement and delivery of deed. The balance of the purchase price, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Sellers at closing in cash by cashier's check, by check issued by a lending institution or other form of payment acceptable to Sellers.

2. **POSSESSION AND CLOSING** shall be on or before _____.

3. **TITLE EVIDENCE.** If Buyer so chooses, they may within a reasonable time, deliver a Commitment for Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located, committing the company to issue an Owner's Policy in the usual form

insuring merchantable title to the property in the Buyer's names for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Buyer's search charges, and any closing protection letter charges applicable to Seller. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements; apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the Property; existing mortgage created by Seller to be paid by Seller at closing.

The buyer and seller acknowledge that the real estate being sold is part of a larger parcel. The larger parcel may have mortgages or other liens of records. To effectuate clear title, Seller shall make sure that a partial release is recorded for all mortgages and liens, clearing the title defect for the portion of the real estate being sold.

If title evidence discloses exceptions other than those permitted above, Purchaser or Purchaser's attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception, which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the earnest money. Furnishing a Title Insurance Commitment insuring over an exception shall constitute a cure of such exception.

4. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE. The parties agree to execute any transfer declarations or other documents required by the state, county or municipality in which the subject property is located, as well as any documents required by the title insurance company in order to issue title insurance.

Buyer's attorney shall prepare, and Sellers shall execute a recordable Quit Claim Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall be delivered to Buyers at the closing of this transaction upon Buyer's compliance with the terms of this contract.

5. PRORATIONS AND ADJUSTMENTS. The following items shall be prorated at closing as of the date of delivery of possession:

- A. **Prorations:** Real estate taxes, based upon most recent tax information available, and other income and operating expenses, if any, shall be prorated as of the date of possession.

6. ASSESSMENTS. Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that, prior to the execution of this Agreement, Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property.

7. CONDITION OF SUBJECT PROPERTY. The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate has been inspected, and Purchaser is acquainted with the condition there and accepts the same in "AS-IS" condition.

8. EXPENSES OF TRANSFER.

- A. **Seller shall pay:**

- (1) Seller's attorney's fees.

B. Purchaser shall pay:

- (1) Recording fee for Deed and Mortgage;
- (2) Cost of Owner's Title Policy (if Buyer elects to purchase Title Insurance
- (3) Revenue Stamps
- (4) Recording of any Releases
- (5) Recording Fee for First Option to Purchase

9. NOTICES. All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller:

Knox County Ventures, LLC
919 Detroit Court
Morton, IL 61550
c/o Michael Rassi
Member-Manager

Purchaser:

The City of Galesburg
55 W. Tompkins Street
Galesburg, IL 61402

10. TAX WRITE-OFF. Buyer shall deliver a tax write off letter for the land value of \$50,000.00. Said amount is based on the \$110,000.00 value of the land, minus the \$60,000.00 purchase price.

11. CLOSING. At closing, the parties shall deliver, upon payment in full of the purchase price stated herein, the following;

- A. At closing, Seller shall deliver to Buyer, a recordable Quit Claim Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute, subject only to exceptions permitted herein.
- B. Buyer shall deliver to Seller the tax write-off letter.

12. DEFAULT AND CASUALTY.

1. If Buyer defaults, Sellers may serve written notice of default upon Buyers, and if such default is not corrected within ten (10) days thereafter, Buyers are deemed in default and Sellers may take one of the following actions: re-sell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyers; and maintain any other or different remedy allowed by law.
2. If Seller defaults, Buyer may serve written notice to the Sellers, and if such default is not corrected within ten (10) days thereafter, Sellers are deemed in default and Buyers may take one of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Sellers; and maintain any other or different remedy allowed by law.

13. LEASE CONDITION. Seller stipulates that no part of the parcel being sold is subject to any existing or future leases. If the land is subject to any lease, seller will ensure that the tenant signs a tenant release for the property being sold.

14. BUY BACK PROVISION. If the City decides to use the property for anything other than open space or the development of a public park, or if the City elects to sell the property or land to third party within

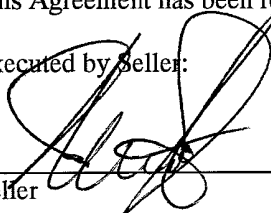
fifteen (15) years of closing, the City shall first offer to sell the parcel back to the Sellers for \$60,000.00. If the Seller declines to purchase the real estate at \$60,000.00, the City may elect to sell the land to any other buyer, or develop the land for any other purpose. This buy-back provision shall expire after fifteen (15) years.

At closing, Buyer shall execute a First Option to Purchase reflecting the terms of this agreement. in favor of the Seller(s), Knox County Ventures LLC, Michael J. Rassi and Brett J. Kaiser, individually, or any entity owned by and operated by Michael J. Rassi and/or Brett J. Kaiser. Buyer's attorney shall prepare the First Option to Purchase, Seller shall approve said document, and the Document shall be recorded at the Knox County Recorder's Office, with the recording fee paid by the Buyer.

15. GENERAL CONDITIONS. This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party except as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

This Agreement has been read and executed on the dates beside our signatures.

Executed by Seller:


 Seller _____ Date 11-7-22

Executed by Purchaser:

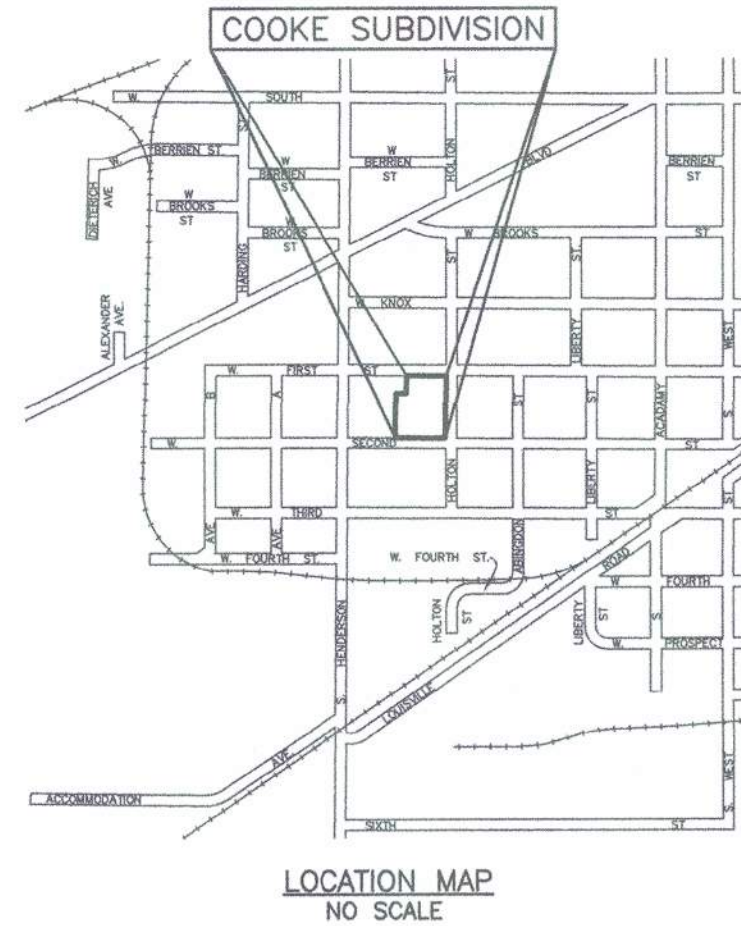
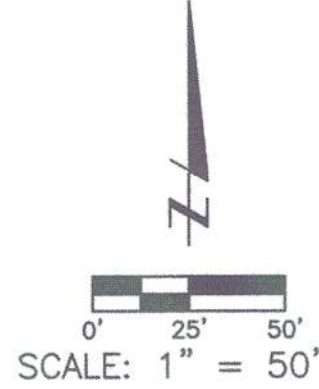
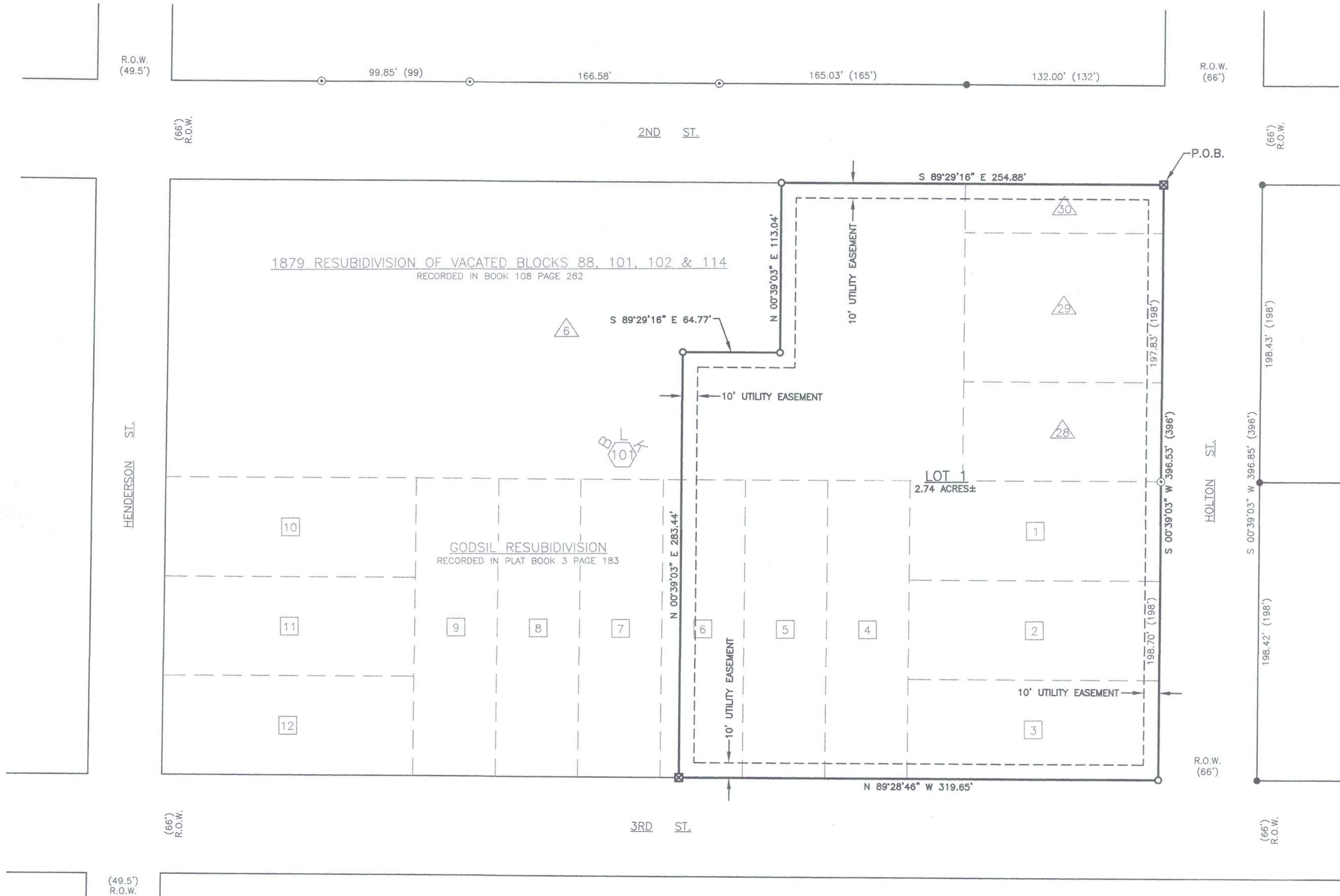
Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

COOKE SUBDIVISION

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.



SURVEYOR

STATE OF ILLINOIS }
COUNTY OF KNOX }

I, KEVAN J. COOPER BEING AN ILLINOIS LAND SURVEYOR, DO HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, I HAVE SURVEYED AND SUBDIVIDED, INTO 1 LOT TO BE KNOWN AS "COOKE SUBDIVISION", BEING A SUBDIVISION OF A PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

I ALSO STATE THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE THE LAND IS WITHIN THE CORPORATE LIMITS OF THE CITY OF GALESBURG, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREFTER AMENDED.

I FURTHER STATE THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED FOR KNOX COUNTY, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER COMMUNITY PANEL NUMBER 17095C0270E, WITH AN EFFECTIVE DATE OF AUGUST 2, 2011.

DATED THIS 5 DAY OF Oct, 2022, A.D.

BY: KEVAN J. COOPER - ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3716
LICENSE RENEWAL DATE: 11/30/2022

COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF KNOX }

THIS IS TO CERTIFY THAT I FIND NO DELINQUENT OR UNPAID TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE REAL ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DATED THIS _____ DAY OF _____, 2022, A.D.

COUNTY CLERK

PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS }
COUNTY OF KNOX }

APPROVED THIS _____ DAY OF _____, 2022, A.D.

CITY OF GALESBURG PLANNING AND ZONING COMMISSION

CITY OF GALESBURG

STATE OF ILLINOIS }
COUNTY OF KNOX }

EXAMINED AND APPROVED BY THE CITY COUNCIL OF GALESBURG
ON THIS _____ DAY OF _____, 2022, A.D.

CITY CLERK - CITY OF GALESBURG

SUPERVISOR OF ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF KNOX }

APPROVED THIS _____ DAY OF _____, 2022, A.D.

SUPERVISOR OF ASSESSMENTS

OWNER

STATE OF _____ }
COUNTY OF _____ }

THIS IS TO CERTIFY THAT KNOX COUNTY VENTURES, LLC, IS THE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE ATTACHED PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AND ALSO DOES HEREBY DEDICATE EASEMENTS FOR UTILITIES AS SHOWN HEREON AND ALSO DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS NOT HERETOFORE DEDICATED TO THE USE OF THE PUBLIC AS PUBLIC HIGHWAYS.

I FURTHER CERTIFY THAT, AS OWNER OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS "COOKE SUBDIVISION", TO THE BEST OF MY KNOWLEDGE, STATE THAT THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF GALESBURG COMMUNITY UNIT SCHOOL DISTRICT #205, KNOX COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 2022, A.D.

OWNER

NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ }

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON/S WHOSE NAME/S ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS/THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2022, A.D.

NOTARY PUBLIC

LEGAL DESCRIPTION

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTES:

- INDICATES IRON ROD FOUND IN PLACE.
- INDICATES IRON PIPE FOUND IN PLACE.
- INDICATES 5/8" X 30" REBAR WITH PLASTIC CAP STAMPED "BCZ INC." SET THIS SURVEY.
- INDICATES CONCRETE SURVEY MARKER SET THIS SURVEY.
- ☒ DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS AND DISTANCES IN PARENTHESES ARE THOSE OF RECORD; ALL OTHERS ARE FIELD MEASUREMENTS.
- BEARINGS ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE 1202.
- SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.
- DATE OF COMPLETION OF FIELD WORK: 09/26/2022.
- FIELD BOOK: 22-05 PAGES 68-69 & 77-78.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Approval of 401(a) Money Purchase Plan Adoption and Trust Agreements

SUMMARY RECOMMENDATION: To complete the establishment of the 401(a) Money Purchase Plan, approval of the Adoption and Trust Agreements is recommended.

BACKGROUND: In accordance with the terms and conditions of employment for the new city manager, the city agrees to establish a 401(a) Money Purchase Plan with MissionSquare Retirement for the benefit of the city manager. To finalize implementation, approval of the Adoption & Trust Agreements is the second of two steps. The plan will be solely funded by contributions directly from the city manager's annual salary. The city has agreed to make no contribution to the plan on his behalf.

BUDGET IMPACT: No budget impact as the plan will be solely funded by the city manager.

SUPPORTING DOCUMENTS:

1. Resolution
2. 401(a) Money Purchase Plan Adoption & Trust Agreements

Resolution No. _____

**ESTABLISHMENT OF A 401(A) GOVERNMENTAL MONEY PURCHASE PLAN FOR
THE CITY OF GALESBURG**

WHEREAS, the City of GALESBURG has employees rendering valuable services; and

WHEREAS, the establishment of a money purchase retirement plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the City of GALESBURG desires that its money purchase retirement plan be administered by `

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

Section 1. That the City Council of the City of Galesburg hereby establishes a money purchase retirement plan (the "Plan") in the form of MissionSquare Retirement Governmental Money Purchase Plan & Trust, pursuant to the specific provisions of the Adoption Agreement.

Section 2. The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries, as designated by the City Council.

Section 3. The City of Galesburg hereby executes the MissionSquare Governmental Money Purchase Plan Adoption Agreement.

Section 4. The City of Galesburg hereby executes the MissionSquare Governmental Money Purchase Plan Trust Agreement.

Section 5. The City Council hereby designates the Mayor to serve as authorizing agent on all necessary agreements needed to establish and implement the Plan.

Section 6. The City Council hereby authorizes the Finance Director to invest funds in the Plan on behalf of the City of Galesburg.

Approved this _____ day of _____, 2022, by roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

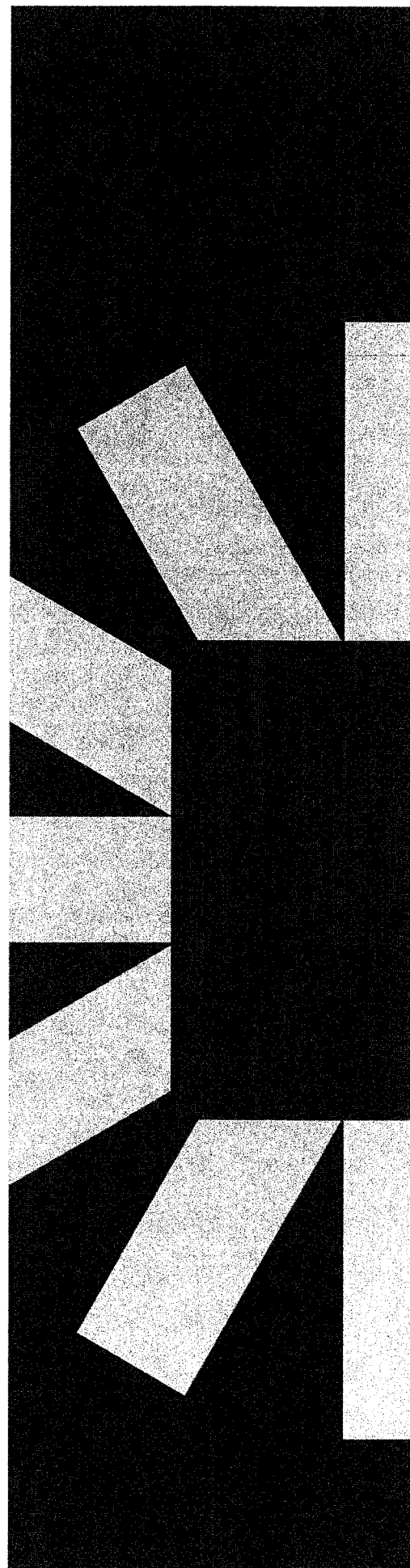
ATTEST:

Kelli R. Bennewitz, City Clerk

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number 10- 0349

The Employer hereby establishes a Money Purchase Plan to be known as:
City of Galesburg

(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☐ **Amendment and Restatement**

This Plan is an amendment and restatement of an existing defined contribution money purchase plan. Please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☒ **New Plan**

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified:

January 1, 2023

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: City of Galesburg

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note: provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☒ January 1 - December 31 **(Default)**

☐ The 12-month period ending: _____

Month

Day

IV. Normal Retirement Age shall be age 59 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age_____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non-union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals, or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (***"N/A" is the default provision under the Plan if no selection is made.***)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months.)

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (not to exceed age 21.)

☒ N/A – No minimum age applies (***"N/A" is the default provision under the Plan if no selection is made.***)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions.
(If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$ 32,000 for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☐ are required ☒ are not required

to be eligible for this Employer Contribution.

☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☒ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A), to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☒ Yes ☐ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

- i. _____% of Earnings,
- ii. \$ 34,000, or
- iii. a whole percentage of Earnings between the range of _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No

("Yes" is the default provision under the Plan if no selection is made.)

- ☒ C. Election Window (Complete if Option B is selected:)

Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

- ☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.).

The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$_____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹ Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions, they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

- ☐ **Variable Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

- ☐ **Fixed Employer Match of Participant 457(b) Plan Deferrals.** The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

- ☐ **Variable Employer Match of Participant 457(b) Plan Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is ☐ more or ☐ less

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

☐ Yes ☒ No (**"No" is the default provision under the Plan if no selection is made.**)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in: _____
Specify Month

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☒ Yes ☐ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100 _____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
 - ☐ Normal Retirement Age
 - ☐ Age 70½ ("70½" is the default provision under the Plan if no selection is made.)
 - ☒ Alternate age (after Normal Retirement Age): 59
 - ☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 - ☐ Yes ☐ No **("Yes" is the default provision under the Plan if no selection is made.)**
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 - ☐ Yes ☒ No **("No" is the default provision under the Plan if no selection is made.)**
4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
 - ☒ Yes ☐ No **("No" is the default provision under the Plan if no selection is made.)**
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 - ☒ Yes ☐ No **("No" is the default provision under the Plan if no selection is made.)**

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☒ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☐ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Up-on death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. **("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)**
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):
- _____

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☐ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- ☐ 2. Other. _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☐ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):
-

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of ☐ hours ☐ days ☐ weeks (check one)) to the Plan (subject to the limitations of Article V of the Plan).
- ☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI.** The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Governmental Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII.** The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

- XVIII.** The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Peter Schwartzman

Title: Mayor

Attest: _____

Date: ____/____/____.
Month Day Year

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1303

MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement

The Employer hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.

- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.

 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.

 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

IV. Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

V. Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.

VI. Participant Loan Accounts. Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City of Galesburg ("the Employer")

Signature of Authorized Representative: _____

Print Name: Peter Schwartzman

Title: Mayor

Attest: _____

Date: __/__/____
(M) (D) (Y)

52582-0621-W2777

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Bid recommendation, purchase two pick-up trucks for the Water Division.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Fleet Superintendent, and Purchasing Agent recommend that the City Council approve the bid in the amount of \$63,966.00 (not including trade) submitted by Bob Ridings Inc. for this purchase.

BACKGROUND: The Water Division planned to replace the vehicles in 2020 and 2021; however, the scheduled replacements were extended as a cost savings measure. Both vehicles have now served beyond their useful life and are in need of replacement as each vehicle is utilized daily by staff in the meter shop and has over 110,000 miles, ongoing mechanical issues and requires bodywork.

A bid request for this procurement was advertised in the Galesburg Register Mail, published on the city website, and sent to seventeen vendors on file that regularly inquire about vehicle purchases. One bid was received as follows:

Bid Results -Two Pickup Trucks	
Company	Bob Ridings Inc
City State	Taylorville, IL
2 New Half Ton 2WD Pickup Trucks	63,966.00
Less Trade in of 2010 Ford F150	(1,000.00)
Less Trade in of 2010 Ford F150	(1,000.00)
Net Cost to City	61,966.00
Year / Make / Model	2023 Ram 1500 Classic Regular Cab 2WD
Delivery Date	Approx 150 days from order date

The auto industry remains to be in a volatile state due to lack of production and high demand. As a result, the fleet superintendent was contacted by Ford of Galesburg to notify the city that the Ford order bank for F150 pickup trucks closed in October, so they were unable to submit a bid.

The bid submitted by Bob Ridings Inc in the amount of \$61,966.00 included trade of the old units. City staff are confident each vehicle will result in higher returns using Purple Wave Auction and propose to auction the old vehicles once the new vehicles are put in production. City staff recommend approval of this purchase in the amount of \$63,966.00 (not including trade).

BUDGET IMPACT: There are funds budgeted in the Water Fund (061) for this purchase.

SUPPORTING DOCUMENTS: None

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Approval of the December 31, 2023 Annual Budget

SUMMARY RECOMMENDATION: The City Manager and Director of Finance and Information Systems recommend approval of the December 31, 2023 Annual Budget.

BACKGROUND: The budget is the working plan for the operation of the City of Galesburg during the January 1 - December 31 fiscal year. Citizens, elected officials, and staff all play a vital role in preparing the many components of the budget. Although the City Manager is responsible for preparing and recommending a budget, the City Council determines the final budget document and the allocation of resources it represents.

Preparation, review and adoption of the new budget year spans throughout the current year. The budget document is the result of the completion of a complex set of tasks including strategic planning, assessing the City's financial condition, developing assumptions upon which to base budget projections, assessing needs, developing goals and objectives which will meet these needs, and estimating the costs of providing services.

A public hearing is held prior to the final adoption of the budget in accordance with State Statutes. The public hearing for the December 31, 2023 Annual Budget was held on November 21, 2022. The budget is on display at the Galesburg Public Library and the City Clerk's Office, City Hall. A copy may also be found on the City's website, www.ci.galesburg.il.us.

BUDGET IMPACT: The annual budget sets the legal spending limits for the December 31, 2023 fiscal year. The 2023 budget is as follows:

Total Revenues: \$66,732,850

Total Use of Fund Balance and/or Other Financial Resources: \$8,805,610

Total Expenditures: \$73,977,775

General Fund Revenue Total: \$26,686,945

General Fund Expenditure Total: \$28,022,330

General Fund Use of Fund Balance: \$1,335,385

SUPPORTING DOCUMENTS:

1. 2023 Budget Fund Summary

City of Galesburg 2023 Budget Fund Summary

Fund/Division	Fund/ Division Number	2023 Revenues	Use from Other Sources	2023 Expenditures
General Fund	001			
City Council	105			163,340
City Manager	110			325,275
City Clerk	115			369,890
Human Resources/Benefits	120			251,935
Legal	145			185,690
Contracts and Subsidies	160			2,839,945
Finance	205			870,815
Management Information Systems	207			473,755
Planning	305			78,045
Inspections	306			925,830
Engineering	410			574,960
Fleet Services	445			540,740
Street and Bridge Maintenance	450			1,868,645
Fire and Police Commission	505			24,955
Police	510			8,519,555
School Crossing Guard	525			88,040
Communications and Records	550			2,157,530
Fire	605			7,752,115
Emergency Services	630			11,270
GENERAL FUND		26,686,945	1,335,385	28,022,330
SPECIAL REVENUE FUNDS				
Motor Fuel Tax	011	1,220,000	475,000	1,695,000
Grants	013	8,494,270	-	8,494,270
City Gas Tax	014	680,000	442,670	1,122,670
Special Enforcements	016	25,000	11,650	36,650
ETSB	017	124,665	-	124,665
Storm Water Utility	018	743,850	280,750	1,024,600
Park Fund	019			
Park & Recreation Administration	1905			2,308,020
City Hall Buildings & Grounds	1910			188,150
PSB Buildings & Grounds	1911			132,600
Park Operation and Maintenance	1915			714,110
Golf Course	1920			884,280
Allison Campground	1925			96,175
Lake Storey Beach	1930			110,055
Lake Storey Pavilion	1935			101,700
Recreation Special Programs	1940			227,205
Lakeside Recreation Facility	1945			140,065
Lakeside Water Park	1950			257,355
Hawthorne Pool	1955			126,855
Hawthorne Gymnasium	1960			28,410
Maintenance of Linwood Cemetery	1965			220,525

City of Galesburg 2023 Budget Fund Summary

Fund/Division	Fund/ Division Number	2023 Revenues	Use from Other Sources	2023 Expenditures
Forestry	1975			280,585
Community Center	1980			19,665
Park Fund		4,739,695	1,096,060	5,835,755
Airport Fund	020	302,890	-	302,890
Foreign Fire	021	48,000	-	28,480
Property Redevelopment	023	695,300	760,890	1,456,190
Economic Development	024	1,110,735	384,180	1,494,915
CDBG Repayment	025	25,090	181,400	206,490
UDAG Repayment	026	45,160	811,160	856,320
Public Transportation Services	030			
Handivan	320			953,725
Bus Subsidy	370			1,578,885
		2,532,610	-	2,532,610
Public Transportation Projects	032	-	-	-
Total Special Revenue Funds		20,787,265	4,443,760	25,211,505
DEBT SERVICE FUNDS				
2016 GO Bond Debt Service	043	643,265	-	643,265
2011C Business Park	046	325,160	-	325,160
2013A Seminary Street Business District	047	116,980	-	116,980
Total Debt Service Funds		1,085,405	-	1,085,405
CAPITAL PROJECT FUNDS				
TIF 3 Regency Capital Project	048	74,480	1,005	75,485
TIF IV	049	343,140	591,745	934,885
TIF V	050	8,480	-	0
Player Fees	051	4,600	-	4,600
Building Repair & Maintenance	053	135,490	174,630	310,120
Planning Fund	054	50,000	1,275,000	1,325,000
Computer Replacement	057	102,700	312,700	415,400
Vehicle Replacement	058	1,543,525	-	716,850
Utility Tax Capital Projects	059	1,506,150	669,785	2,175,935
Seminary Street Business District	060	40,010	-	40,010
Total Capital Project Funds		3,808,575	3,024,865	5,998,285
ENTERPRISE FUNDS				
Water Operations	061	7,123,600	-	6,571,250
Refuse	067	3,120,850	-	3,120,785
Total Enterprise Funds		10,244,450	-	9,692,035
INTERNAL SERVICE FUNDS				
Risk Management	078	1,154,115	-	1,152,545
Total Internal Service Funds		1,154,115	-	1,152,545

City of Galesburg 2023 Budget Fund Summary

Fund/Division	Fund/ Division Number	2023 Revenues	Use from Other Sources	2023 Expenditures
TRUST/PENSION FUNDS				
OPEB Trust	085	141,025	-	1,800
Total Trust/Pension Funds		141,025	-	1,800
PERMANENT FUNDS				
Linwood Cemetery	088	1,900	1,600	3,500
East Linwood Cemetery	089	28,000	-	15,200
Total Permanent Funds		29,900	1,600	18,700
COMPONENT UNIT				
Galesburg Public Library	900	1,772,570	-	1,772,570
Galesburg Library Long Term Capital	915	1,022,600	-	1,022,600
Total Component Unit		2,795,170	-	2,795,170
Grand Total - All Funds		\$ 66,732,850	\$ 8,805,610	\$ 73,977,775

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Consider selection of the former Churchill Junior High as the location of the proposed community center.

SUMMARY RECOMMENDATION: Staff recommends the City Council provide direction regarding the selection of the former Churchill Junior High as the selected location for the proposed community center.

BACKGROUND: The City of Galesburg has evaluated potential locations for a community center, including hiring Farnsworth in June 2022 to evaluate and provide cost estimates for four possible community center locations. At the September 26, 2022 City Council work session, the Farnsworth Group presented four location options to City Council for a community center – Churchill, Hawthorne, Gunther, and the former Library. At the time of that presentation, cost estimates were as follows:

Location	Type of Construction	Total Estimated Costs
Gunther	New Construction	\$8,715,000
Churchill	Renovation	\$6,000,000
Hawthorne	New construction for Comm Ctr, renovation of Gym	\$5,950,000
Library	Renovation	\$4,910,000

Since the time of the attached presentation, the initial estimates provided by Farnsworth have been revised. For Churchill, Farnsworth underestimated the cost to comply with codes and increased their cost for Churchill to \$6.5 million. Also, for all options, they did not include architectural/engineering (A/E) services or fixtures, furnishings, and equipment (FFE). A/E cost 8.5% or \$552,500 plus \$300,000 for FFE for a total add-on for the Churchill option of \$852,500.

In addition, City Council had requested to also evaluate two additional potential locations – 820 E. Fifth Street and the old Cooke School. City staff investigated both of these options as well. The old Cooke School was found to not be an option, as the owner is not interested in selling or leasing space, as they are currently using their entire facility.

Staff also provided information on the potential costs for new construction at the property located at 820 E. Fifth Street, and a concept of that option is also attached. This option would cost approximately \$9,386,875 and is the same size as the proposed new construction on the Gunther site, which was included in the Farnsworth report.

After the cost updates, the current estimated totals are as follows:

Location	Type of Construction	Total Estimated Costs
Gunther	New Construction	\$9,755,775
820 E. Fifth	New construction	\$9,386,875
Churchill	Renovation	\$7,352,500
Hawthorne	New construction for Comm Ctr, renovation of Gym	\$6,755,750
Library	Renovation	\$5,627,350

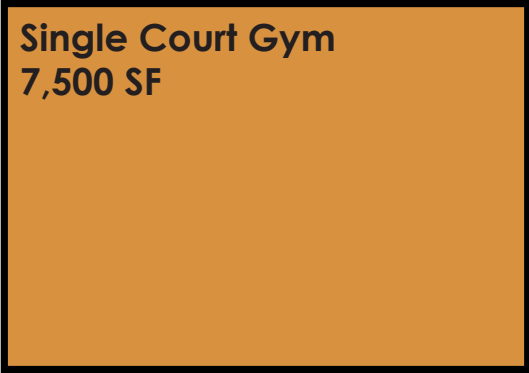
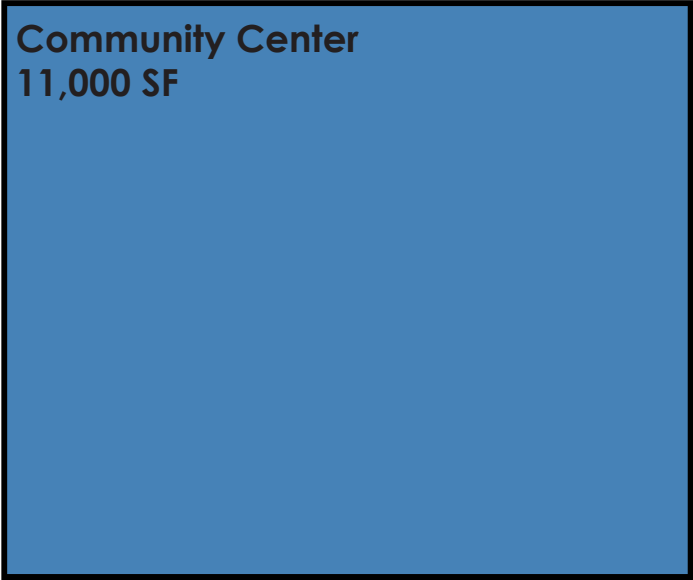
At this time, staff seeks direction from the City Council regarding their support for selecting the former Churchill Junior High as the location for the proposed community center. If this item is approved, staff will work with Farnsworth Group to develop an agreement for A/E services to finalize the proposed spaces to be developed, provide final design concepts, and prepare bid documents for the project, which will be brought to City Council at a future meeting for approval.

BUDGET IMPACT: Due to the desire to maintain reserves, the City should consider a quarter cent sales tax increase to support the Community Center and infrastructure improvements throughout the City as identified through the survey. This funding strategy would result in new revenue and will not have an impact on current operations or programs currently funded.

SUPPORTING DOCUMENTS:

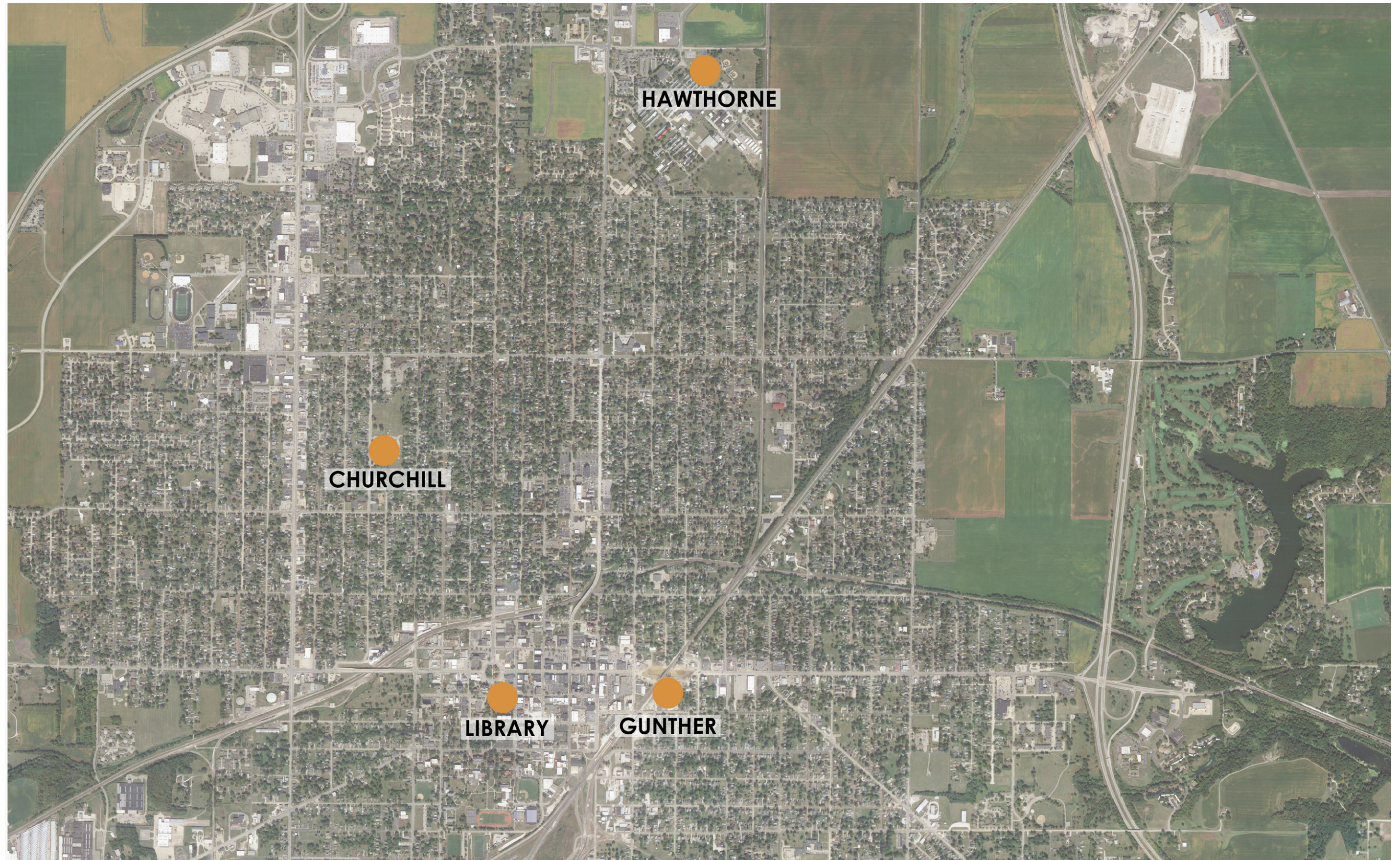
1. Galesburg Community Center Presentation by Farnsworth Group
2. Concept drawing for a community center at 820 E. Fifth Street

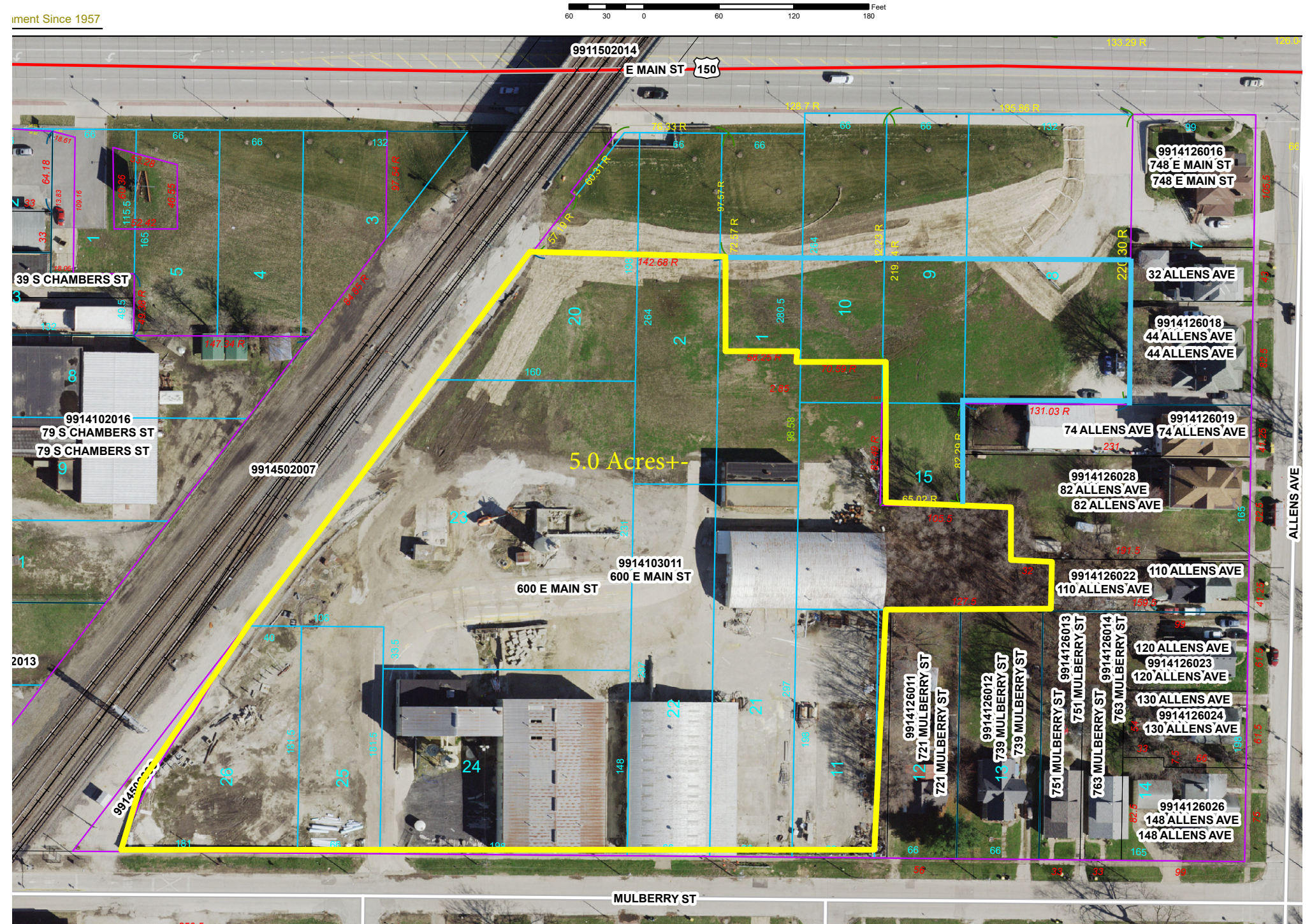




Galesburg Community Center Program of Spaces

Community Spaces	11,000 SF
Reception & Resource Center	
General Use Classroom 1	
General Use Classroom 2	
Craft Room with Storage	
Teaching Kitchen	
Teen Center with Office	
Computer Lab / Esports	
Media Studio (sound, video)	
Offices	
Circulation, Storage, Mech, etc.	
Community Room	3,000 SF
Space for 200 person event	
Gymnasium	7,500 SF
Single Court Gym - High School	
Total Area	21,500 SF
Other Options:	
Add Daycare	14,000 SF
Add Outdoor Track	
2 Court Gym with Raised Track	16,000 SF

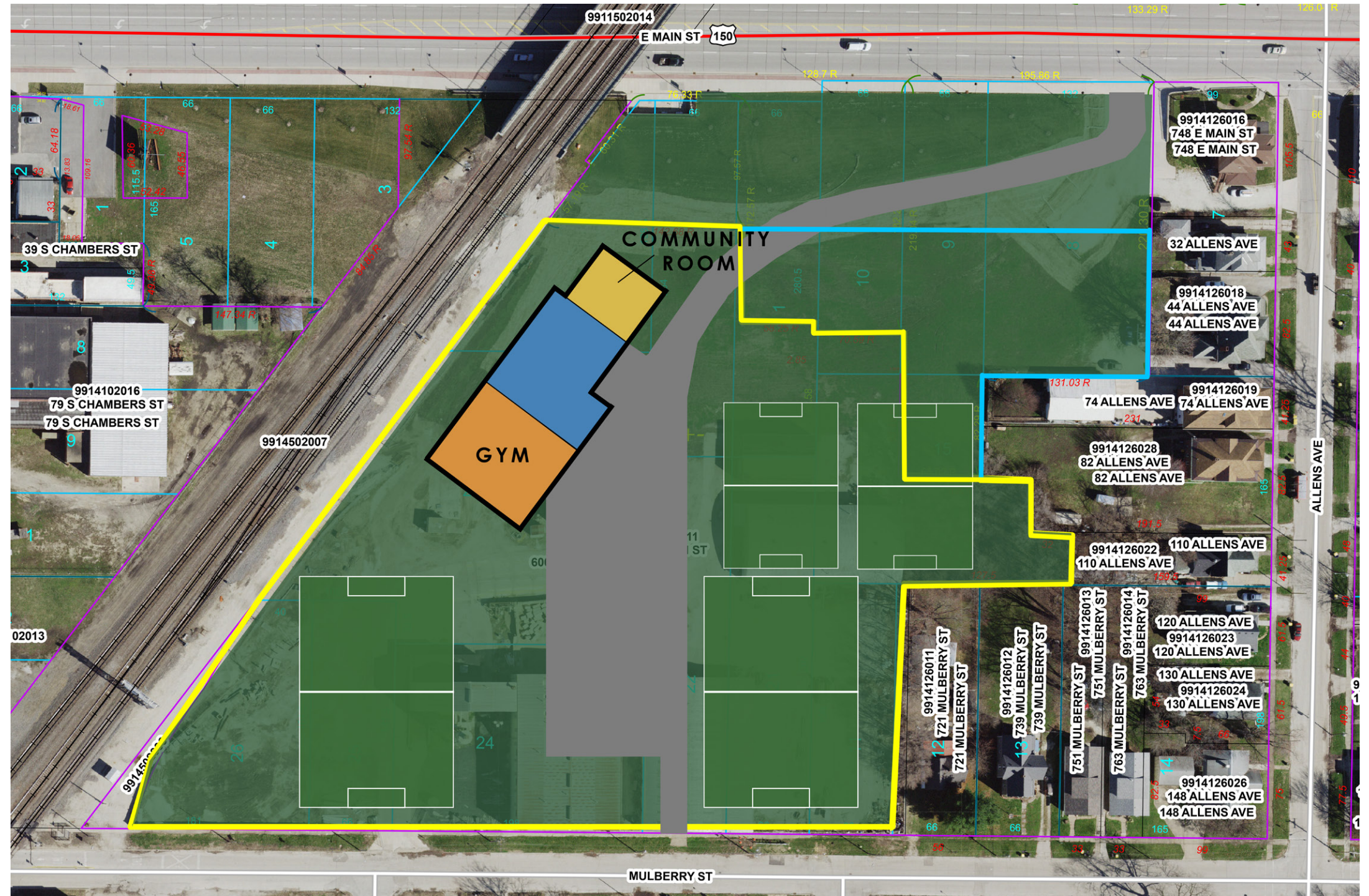
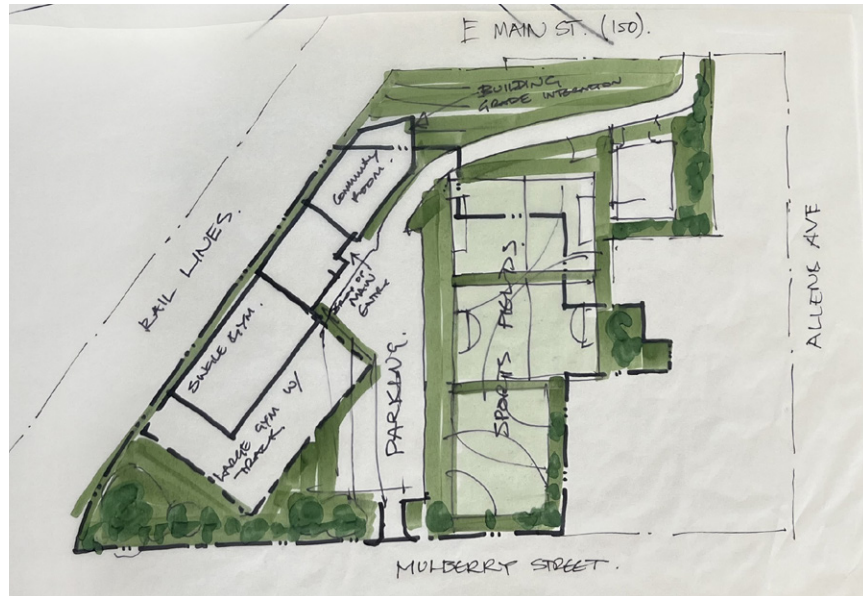
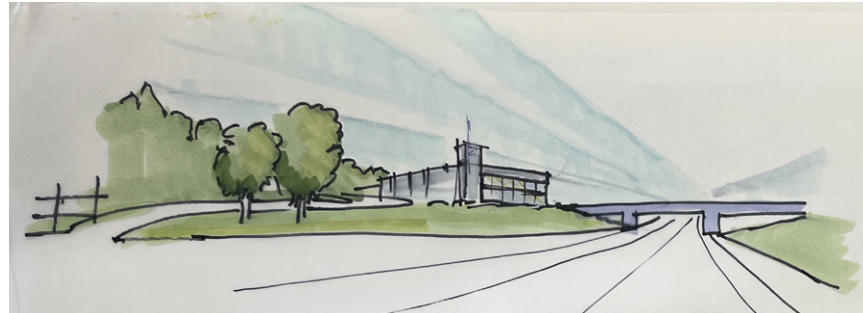


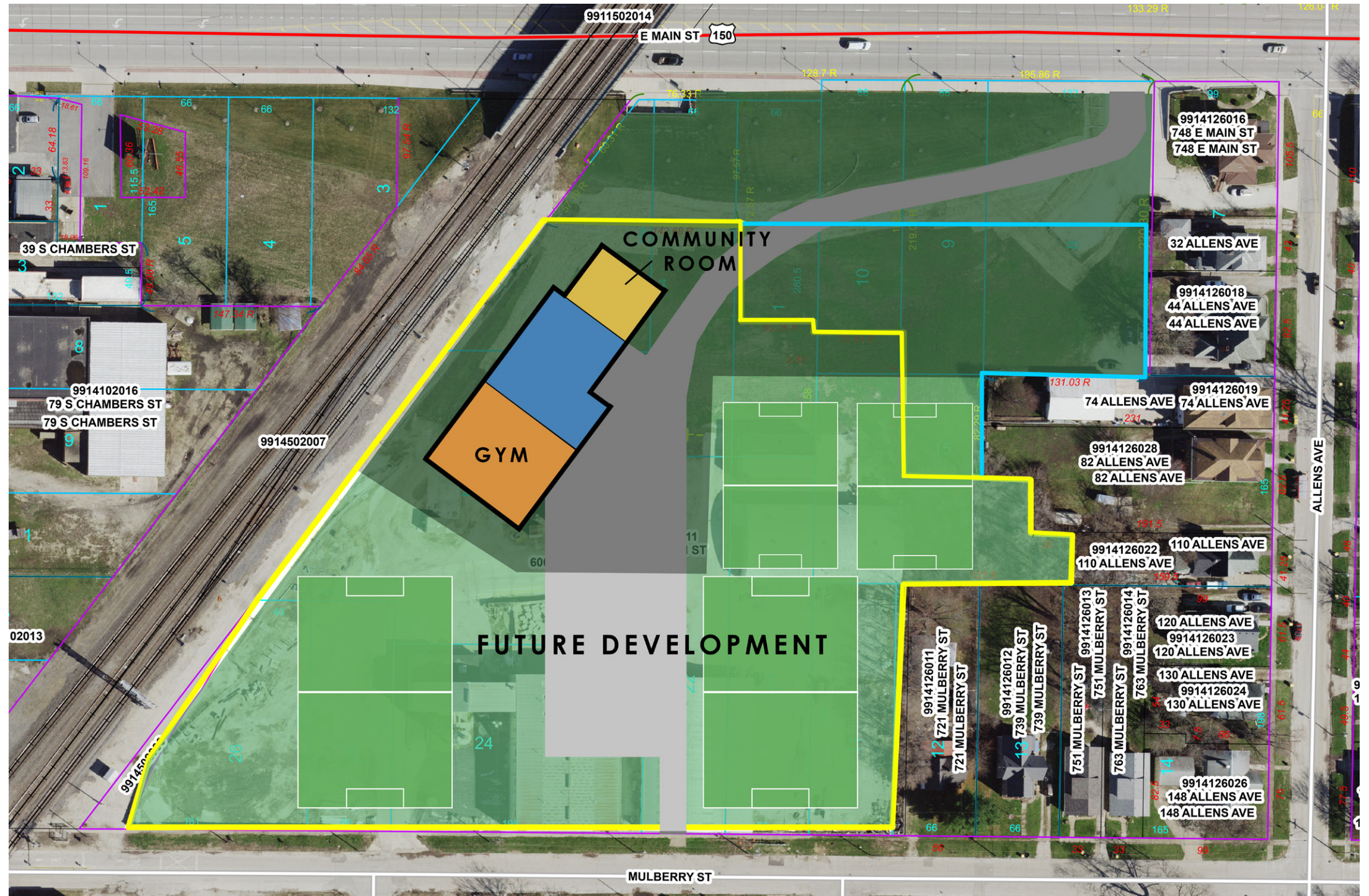
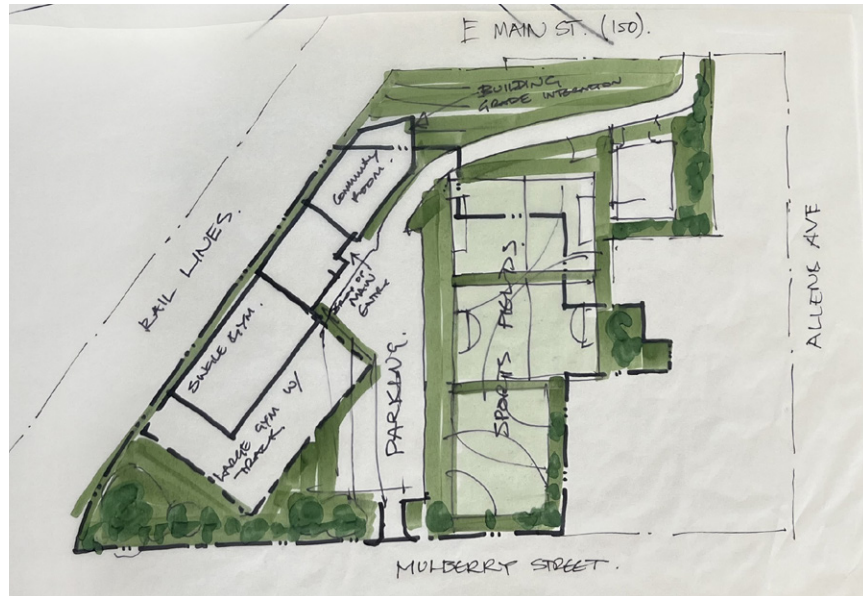
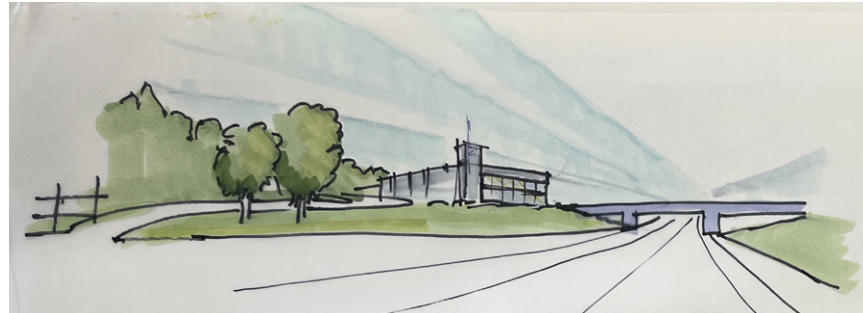


GUNTHER SITE

GALESBURG COMMUNITY/REC. CENTER

GALESBURG, IL | DATE





CONSIDERATIONS:

- Most prominent site
- Most visibility
- Most transformative
- All new construction
- Project could be phased with demoliton of existing buildings, further site development, additional sports and fitness facilities, etc. happening in the future
- Study required to determine if existing structures can be remodelled to meet furture program needs
- Railway proximity is not a concern for structure.

PROBABLE COST:

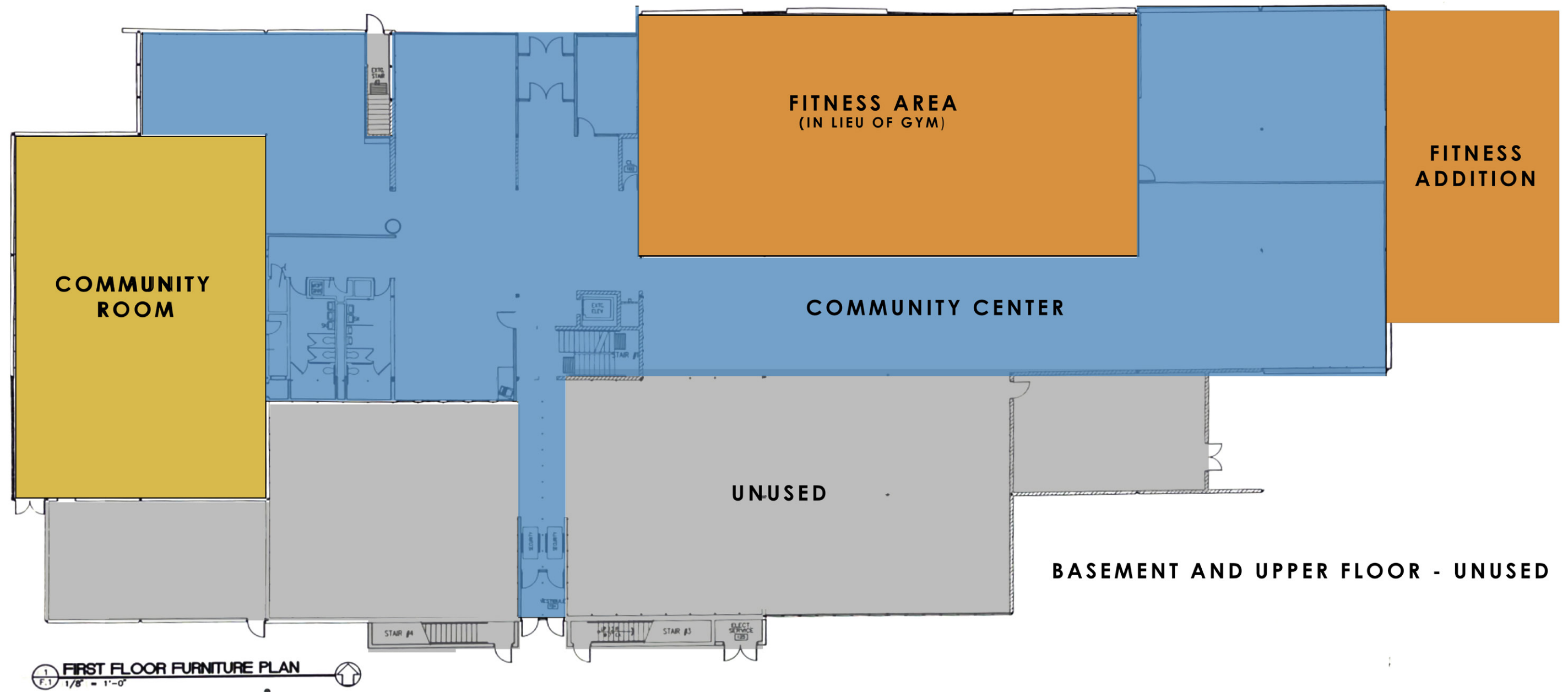
New Construction:	\$350/ SF
Community building with single court gym	<u>\$ 7,525,000</u>
Additional Costs:	
Site acquisition	<u>\$190,000</u>
Site development, driveway, landscaping, parking, etc.	<u>\$ 1 M</u> (Allowance, verify existing conditions)
TOTAL	<u>\$ 8,715,000</u>
1st Phase Only	
Future playing fields, demolition, and additional parking not included	



EXISTING LIBRARY

GALESBURG COMMUNITY/REC. CENTER
GALESBURG, IL | DATE

- 16,000 SF Renovation
- 33,630 SF (Building Total)



CONSIDERATIONS:

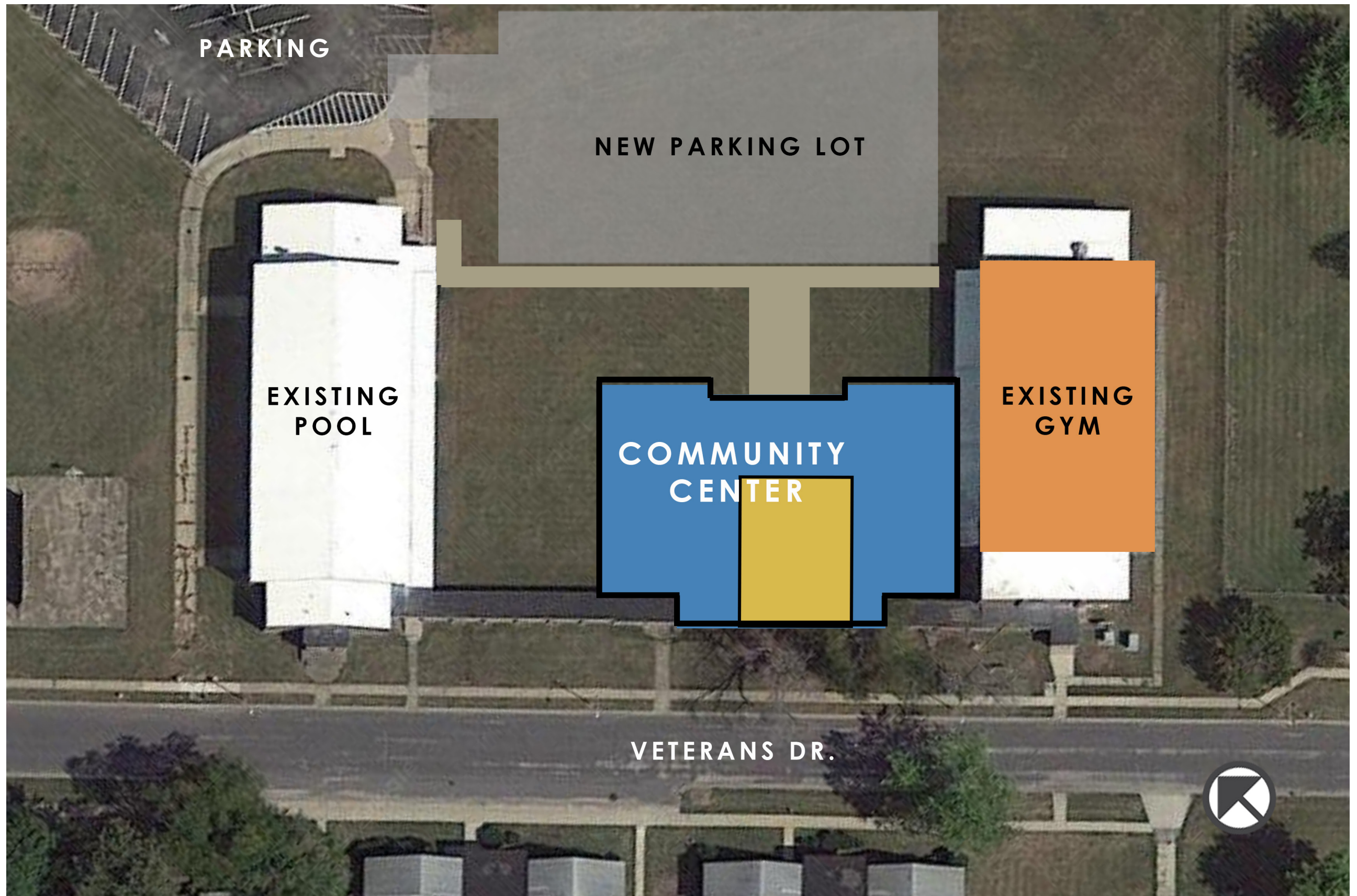
- Familiar to the public
- Connectivity to downtown
- Lack of parking
- Low ceilings
- No full gym possible
- Modest addition required to meet fitness goals
- Building structure/size/site are not a great fit for the community center program, possible with compromises

PROBABLE COST:

Renovation:	\$200 / SF
Main Floor Only	
Partial 16,000 SF	
Program area plus some fitness instead of gymnasium	<u>\$ 3.2 M</u>
Additional Costs:	
30' x 60' addition for active sports-- shooting hoops & badminton & pickleball	<u>\$ 810,000</u>
Acquisition	<u>\$ 500,000</u>
TOTAL	<u>\$ 4,910,000</u>



- Community Center:
- 14,000 SF Depicted
 - Room to expand (if desired)



HAWTHORNE

GALESBURG COMMUNITY/REC. CENTER

GALESBURG, IL | DATE

CITY OF GALESBURG

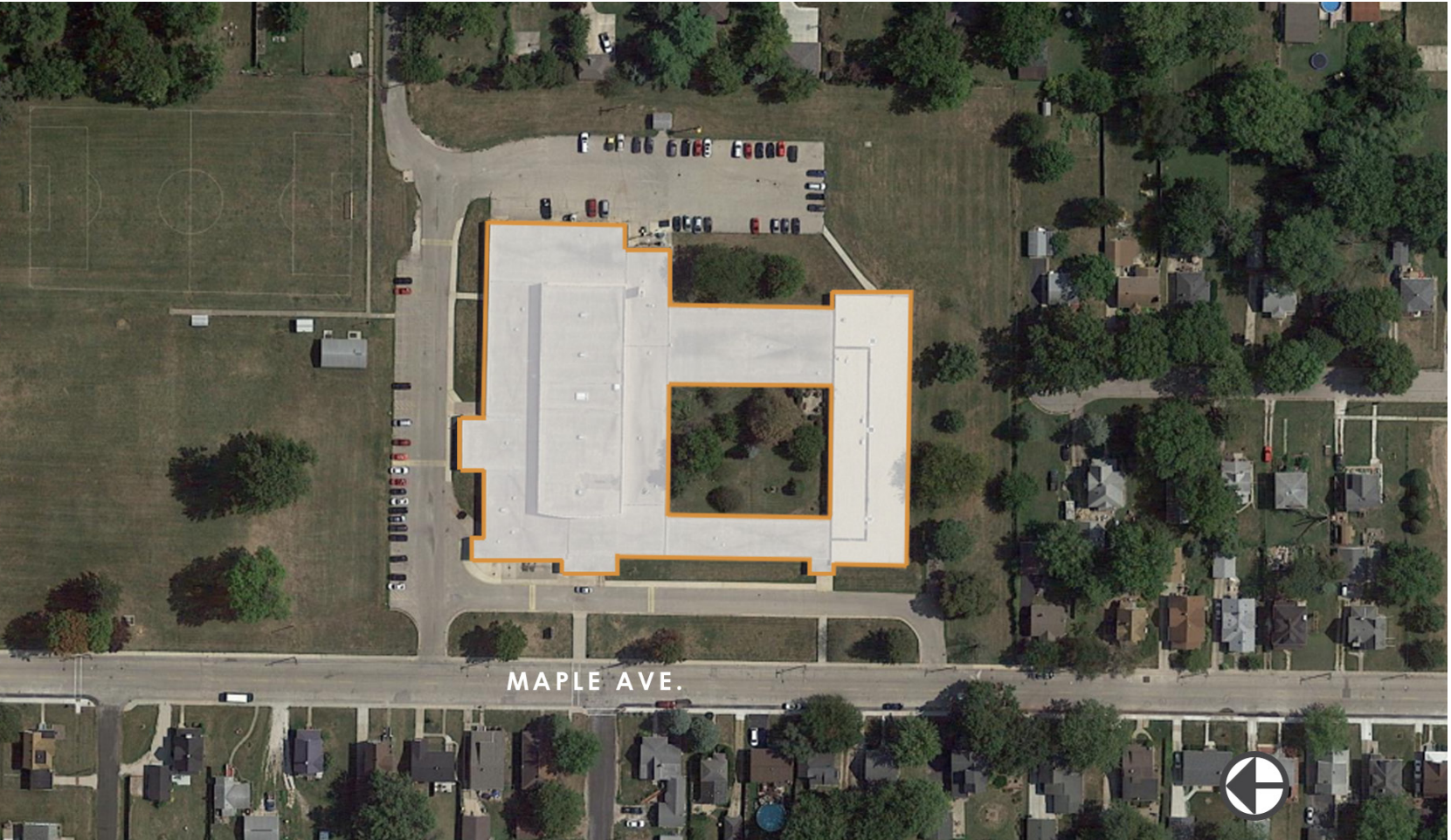
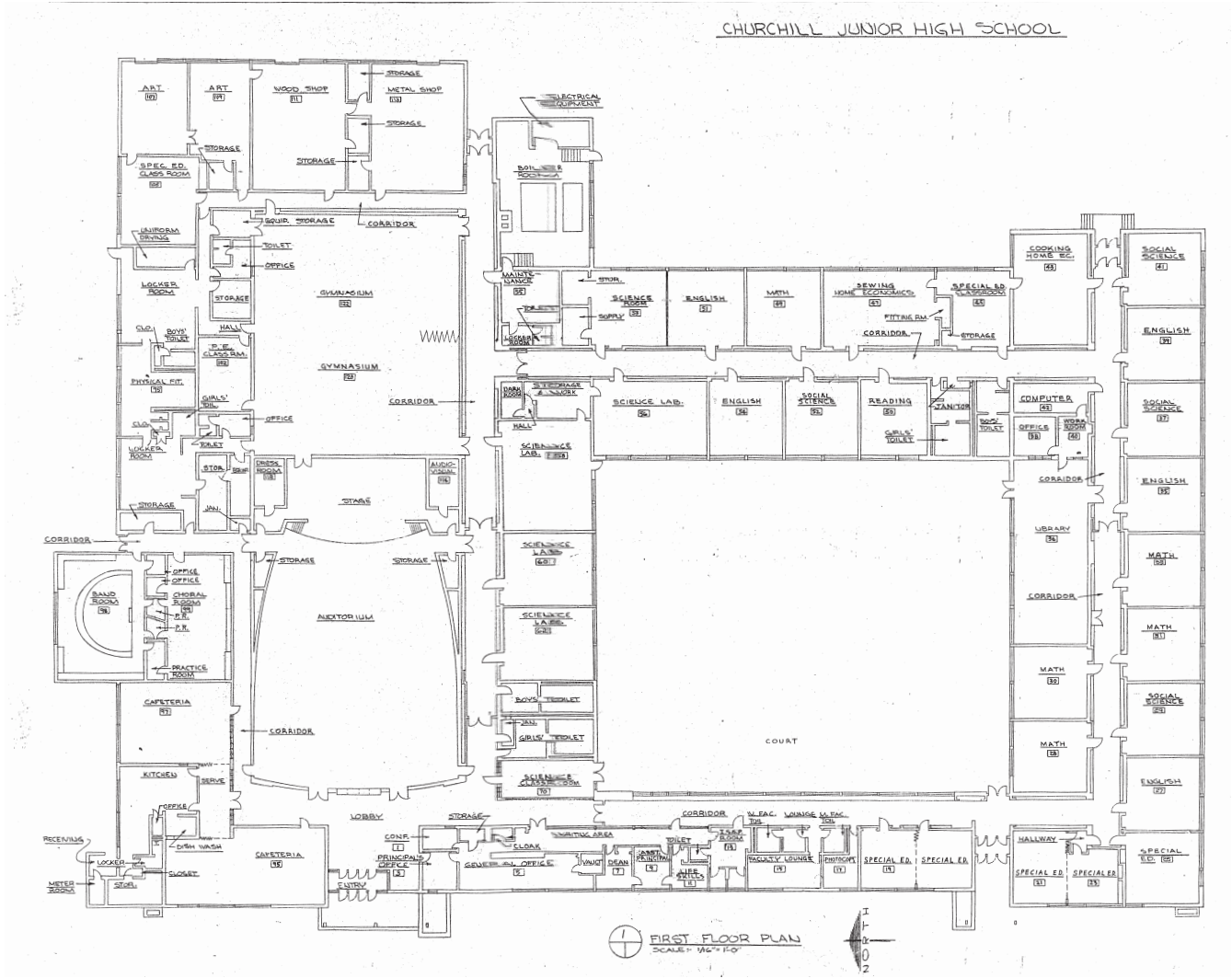
 **Farnsworth**
GROUP

CONSIDERATIONS:

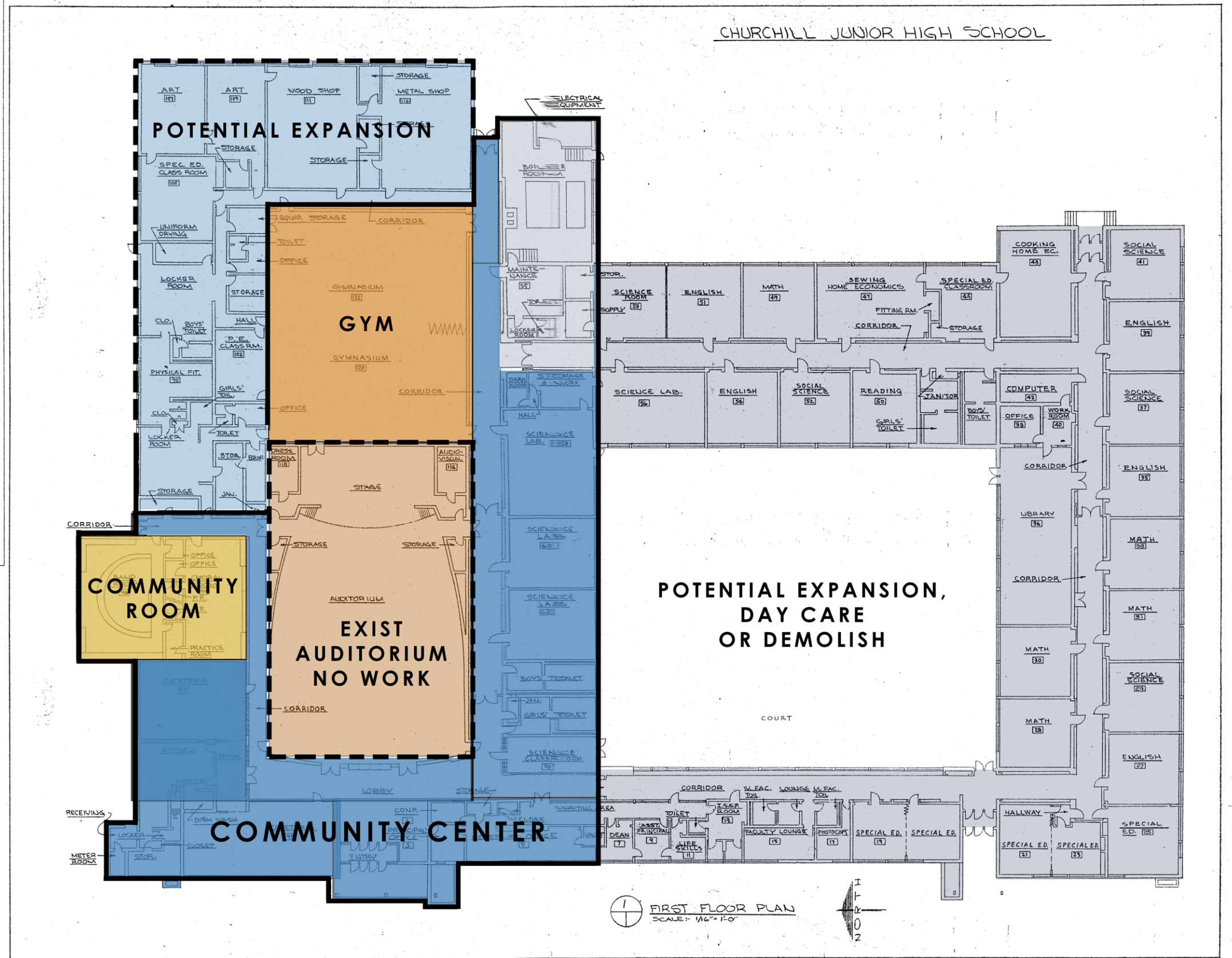
- Currently owned by the city
- Existing gym
- Ties to existing facilities
- Not centrally located-- difficult to get to for significant portion of the population and would require dedicated transport
- Space for sports facility expansion at this site - fieldhouse and outdoor expansion opportunities

PROBABLE COST:

New Construction	\$350 / SF
Community Center	
14,000 SF	<u>\$ 4.9 M</u>
Gym Upgrades - Allowances	<u>\$ 650,000</u>
	(1/4 cost of new)
Additional Parking & Site Work - Allowances	<u>\$ 400,000</u>
Bus Service	<u>\$?</u>
	(annual)
TOTAL	<u>\$ 5,950,000</u>



- 90,000 SF Existing



CONSIDERATIONS:

- Currently owned by the city
- Existing gym
- Existing building configuration works for community center program & day care option
- Existing building issues need addressing:
 - Boilers / HVAC
 - Sprinklers
 - Accessibility
 - Abatement
- Identify future use for unused portions of the building? Demolition of classroom wings included in probable cost.

PROBABLE COST:

Renovation:	
Community Center	\$100 / SF
20,500 SF remodeling, Existing configuration is less efficient than new	<u>\$ 2.05 M</u>
Gym Upgrades	<u>\$ 650,000</u>
	Allowance
Building Issues	<u>\$ 2.6 M</u>
Cover potential expansion area, not classroom wings	Allowance
Exterior Facade Repairs at Demolition	<u>\$ 100,000</u>
	Allowance
Demolition	<u>\$ 600,000</u>
TOTAL	<u>\$ 6,000,000</u>

Gunther

Library

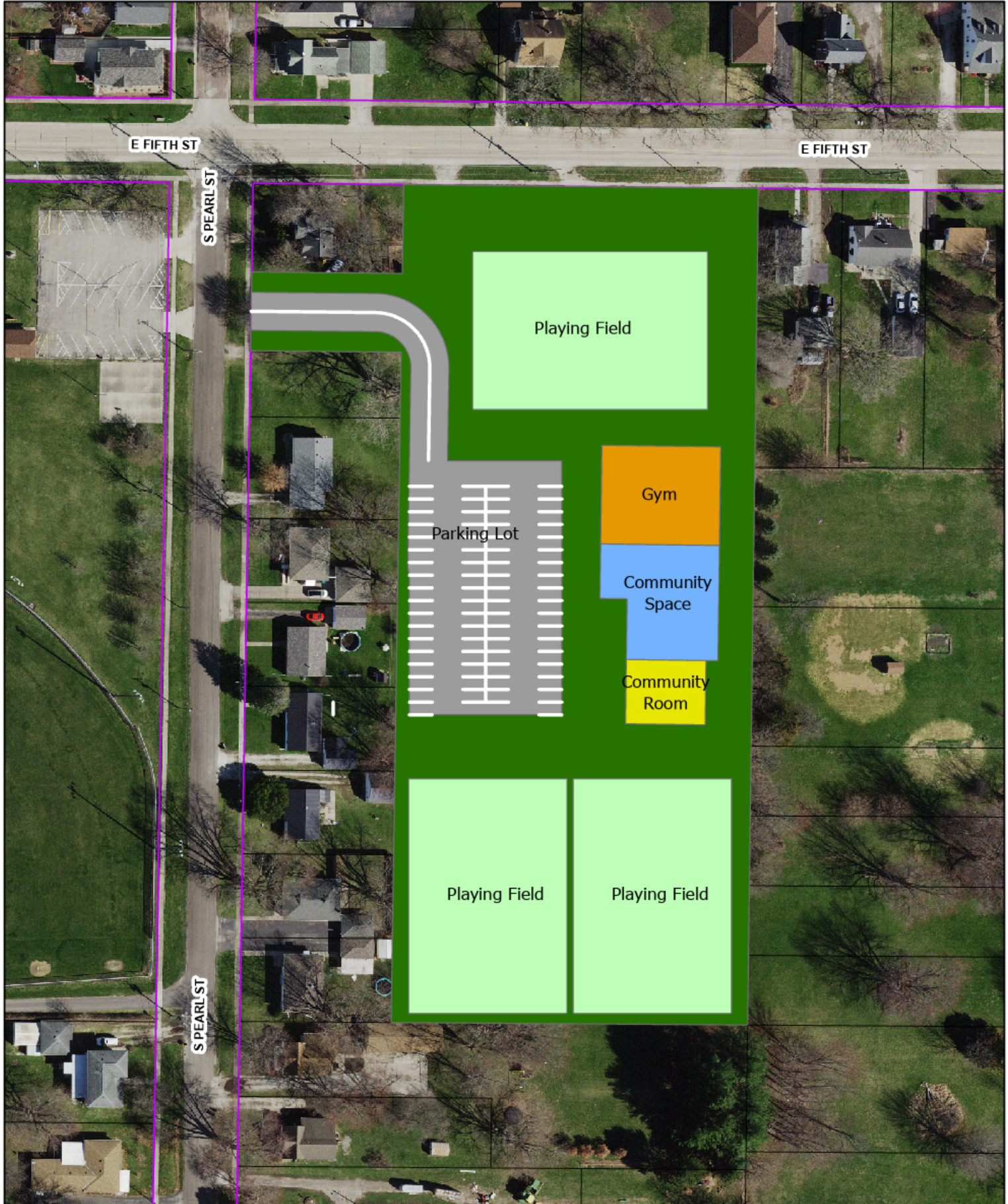
Hawthorn

Churchill

	Est. Cost		Est. Cost		Est. Cost		Est. Cost	
Community Center	New Consruction 14,000 SF (@350)	\$4,900,000	Renovation 16,000 SF (@200)	\$3,200,000	New Consruction 14,000 SF (@350)	\$4,900,000	Renovation 20,500 SF (@100)	\$2,050,000
Gymnasium	New Construction 7,500 SF	\$2,625,000	Mini Court Addition Fitness Renovation	\$810,000 \$400,000	Renovation Allowance	\$650,000	Renovation Allowance	\$650,000
Site Improvements	Parking and Driveway Allowance	\$1,000,000	N/A		Add Parking and Paths	\$400,000	Minor Parking Improvements	\$200,000
Other Known Expenses	Acquisition	\$190,000	Acquisition	\$500,000	Bus Service (annual)		Required Upgrades Reroofing, boilers, etc	\$2,500,000
	Future Demolition Playing Fields		Demolition				\$600,000	
Total Estimated Costs	\$8,715,000		\$4,910,000		\$5,950,000		\$6,000,000	

Project Schedule	8 month construction typical		Start Feb 2024		8 month construction typical		Required Upgrades Concurrent	
Add Daycare 60 kids (0-5)	New Construction 6,500 SF	\$2,300,000	Renovation 7,000 SF (@ 200)	\$1,400,000	New Construction 5,600 SF	\$2,300,000	New Construction 8,000 SF (@ 125)	\$1,000,000
Add Exterior Walking Track		\$400,000	N/A			\$400,000		\$400,000

Proposed East Fifth St Community Center



**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Consider a Minor Plat of the Cooke Subdivision.

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their November 15, 2022 meeting. On a vote of 7 ayes (Members Cochrane, Johnson, Leahy, Lee, McKelvie, Thomas, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Minor Plat with the installation of public sidewalk along the west side of Holton St being delayed until such time a plan is developed for a future public park. The City Manager and Director of Community Development concur with the P&Z's recommendation.

BACKGROUND: This proposed subdivision is a 2-lot subdivision of 849 South Henderson Street. If approved, the west portion of the property will remain under the current ownership. The east, approximately 2.74 acres, will be available for the City's proposed purchase and potential future development of a public park.

The property is currently zoned Institutional, and Parks and Playground is a Permissive use in this zoning district.

KNOX COUNTY Zoning		Land Use
North	R1B-Single Family and M1-Light Industrial	Residential and Office
West	R1B-Single Family	Residential
East	R1B-Single Family	Residential and parking lot
South	M2-Heavy Industrial	Industrial

BUDGET IMPACT: There would be no anticipated impact upon the budget if the Minor Plat is approved.

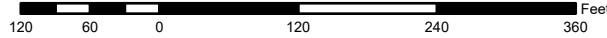
SUPPORTING DOCUMENTS:

1. Aerial – General Location
2. Minor Plat of the Cooke Subdivision

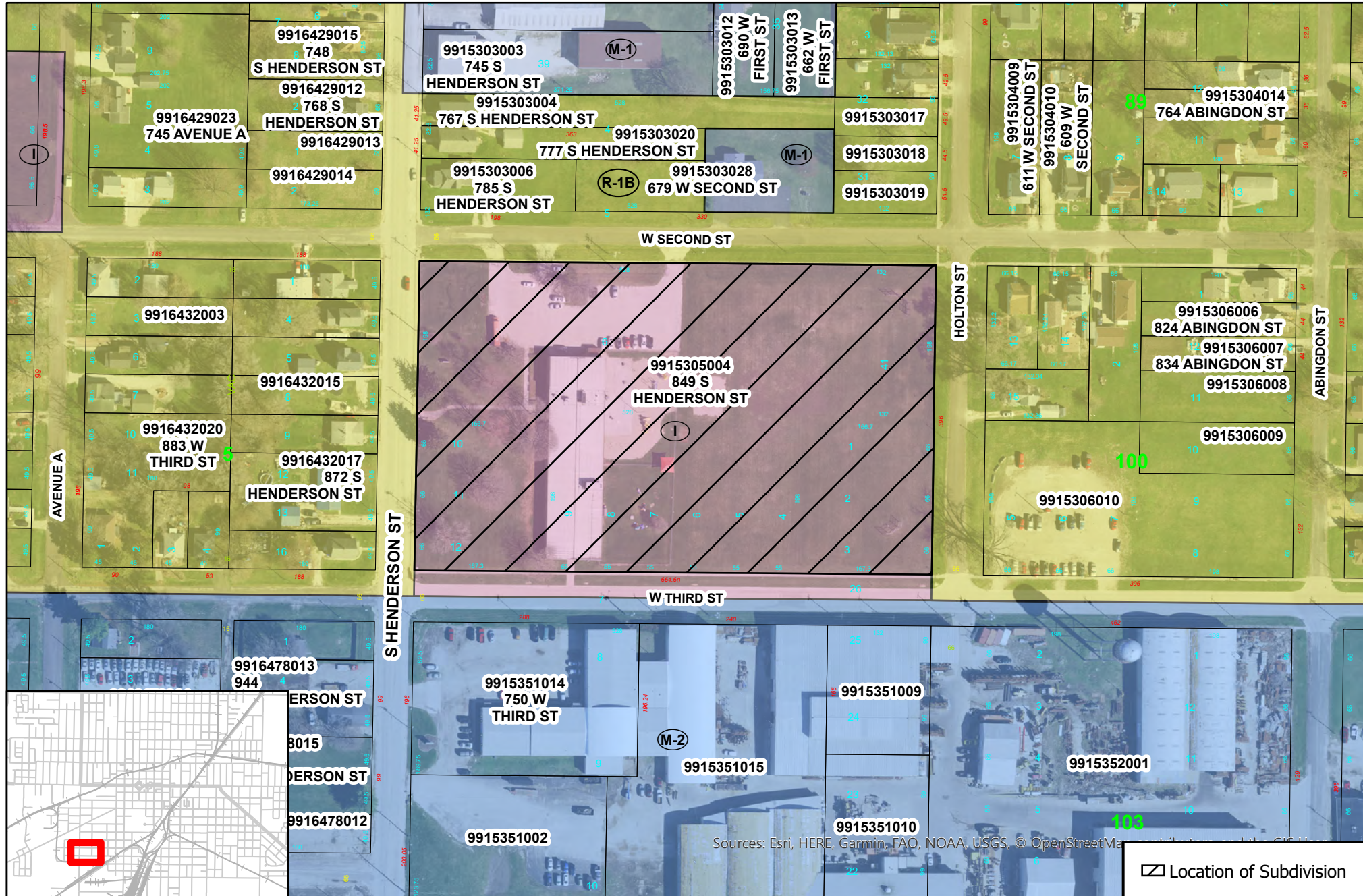


Community Development Department
Operating Under Council-Manager Government Since 1957

Minor Plat Cooke Subdivision



[Back to Agenda](#)



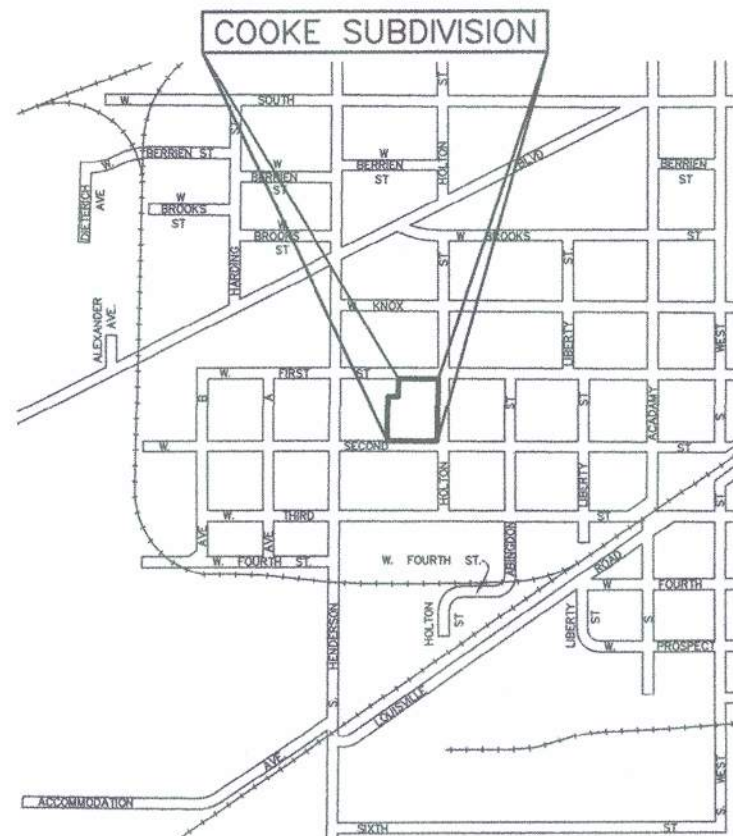
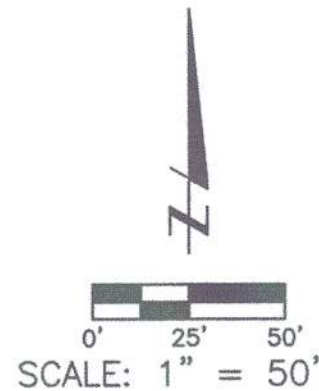
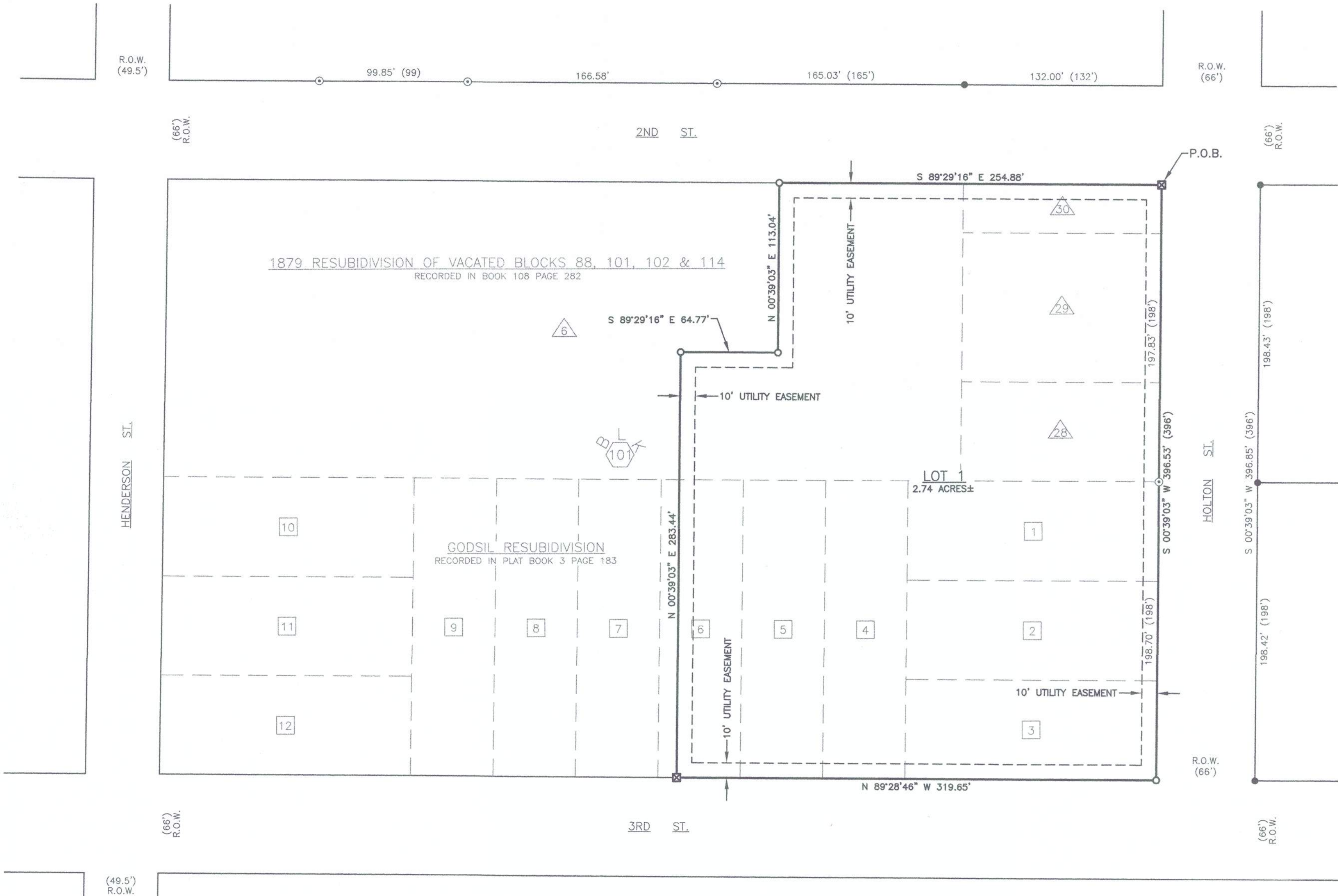
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, © Mapbox

☒ Location of Subdivision

October 25, 2022

COOKE SUBDIVISION

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.



LOCATION MAP
NO SCALE



COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF KNOX }

THIS IS TO CERTIFY THAT I FIND NO DELINQUENT OR UNPAID TAXES OR SPECIAL ASSESSMENTS, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE REAL ESTATE DESCRIBED IN THE FOREGOING CERTIFICATES. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DATED THIS _____ DAY OF _____, 2022, A.D.

COUNTY CLERK

PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS }
COUNTY OF KNOX }

APPROVED THIS _____ DAY OF _____, 2022, A.D.

CITY OF GALESBURG PLANNING AND ZONING COMMISSION

CITY OF GALESBURG

STATE OF ILLINOIS }
COUNTY OF KNOX }

EXAMINED AND APPROVED BY THE CITY COUNCIL OF GALESBURG
ON THIS _____ DAY OF _____, 2022, A.D.

CITY CLERK - CITY OF GALESBURG

SUPERVISOR OF ASSESSMENTS

STATE OF ILLINOIS }
COUNTY OF KNOX }

APPROVED THIS _____ DAY OF _____, 2022, A.D.

SUPERVISOR OF ASSESSMENTS

SURVEYOR

STATE OF ILLINOIS }
COUNTY OF KNOX }

I, KEVAN J. COOPER BEING AN ILLINOIS LAND SURVEYOR, DO HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, I HAVE SURVEYED AND SUBDIVIDED, INTO 1 LOT TO BE KNOWN AS "COOKE SUBDIVISION", BEING A SUBDIVISION OF A PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

I ALSO STATE THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER STATE THAT TO THE BEST OF MY KNOWLEDGE THE LAND IS WITHIN THE CORPORATE LIMITS OF THE CITY OF GALESBURG, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREAFTER AMENDED.

I FURTHER STATE THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED FOR KNOX COUNTY, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, PER COMMUNITY PANEL NUMBER 17095C0270E, WITH AN EFFECTIVE DATE OF AUGUST 2, 2011.

DATED THIS 5 DAY OF Oct, 2022, A.D.

BY: KEVAN J. COOPER - ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3716
LICENSE RENEWAL DATE: 11/30/2022

OWNER

STATE OF _____ }
COUNTY OF _____ }

THIS IS TO CERTIFY THAT KNOX COUNTY VENTURES, LLC, IS THE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND PLATTED AS SHOWN BY THE ATTACHED PLAT FOR USES AND PURPOSES AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED, AND ALSO DOES HEREBY DEDICATE EASEMENTS FOR UTILITIES AS SHOWN HEREON AND ALSO DOES HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS NOT HERETOFORE DEDICATED TO THE USE OF THE PUBLIC AS PUBLIC HIGHWAYS.

I FURTHER CERTIFY THAT, AS OWNER OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS "COOKE SUBDIVISION", TO THE BEST OF MY KNOWLEDGE, STATE THAT THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF GALESBURG COMMUNITY UNIT SCHOOL DISTRICT #205, KNOX COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, 2022, A.D.

OWNER

NOTARY PUBLIC

STATE OF _____ }
COUNTY OF _____ }

I, _____, NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON/S WHOSE NAME/S ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENT FOR THE USES AND PURPOSES THEREIN SET FORTH AS HIS/THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2022, A.D.

NOTARY PUBLIC

CLIENT: CITY OF GALESBURG

Bruner, Cooper & Zuck, Inc.

Civil Engineers . Structural Engineers . Architects . Land Surveyors
Professional Design Firm LS/ARC/PE/SE Corp. 184-002633-0015
bcz@bczengineering.com www.bczengineering.com

188 East Simons St. 308 North 3rd Street 835 Golden Valley Drive
Galesburg, Illinois 61401 Burlington, Iowa 52601 Bettendorf, Iowa 52722
309.343.9282 319.752.9282 563.355.1856

JOB NO. 2022200 DATE: 10/05/2022
DRAWN: PJM CHECKED: ERW APPROVED: KJC

LEGAL DESCRIPTION

PART OF BLOCK 101 IN SECOND SOUTHERN ADDITION TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 101; THENCE SOUTH 00°39'03" WEST, A DISTANCE OF 396.53 FEET ALONG THE EAST LINE OF SAID BLOCK 101 TO THE SOUTHEAST CORNER OF SAID BLOCK 101; THENCE NORTH 89°28'46" WEST, A DISTANCE OF 319.65 FEET ALONG THE SOUTH LINE OF SAID BLOCK 101; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 283.44 FEET; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 64.77 FEET; THENCE NORTH 00°39'03" EAST, A DISTANCE OF 113.04 FEET TO THE NORTH LINE OF SAID BLOCK 101; THENCE SOUTH 89°29'16" EAST, A DISTANCE OF 254.88 FEET ALONG THE NORTH LINE OF SAID BLOCK 101 TO THE POINT OF BEGINNING, SAID LOT CONTAINS 2.74 ACRES MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTES:

- INDICATES IRON ROD FOUND IN PLACE.
- INDICATES IRON PIPE FOUND IN PLACE.
- INDICATES 5/8" X 30" REBAR WITH PLASTIC CAP STAMPED "BCZ INC." SET THIS SURVEY.
- INDICATES CONCRETE SURVEY MARKER SET THIS SURVEY.
- ☒ DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
- BEARINGS AND DISTANCES IN PARENTHESIS ARE THOSE OF RECORD; ALL OTHERS ARE FIELD MEASUREMENTS.
- BEARINGS ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE 1202.
- SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.
- DATE OF COMPLETION OF FIELD WORK: 09/26/2022.
- FIELD BOOK: 22-05 PAGES 68-69 & 77-78.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Approve repairs to the 2011 Gillig fixed route bus for Public Transportation.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Transit Manager, and Purchasing Agent recommend that the City Council waive normal purchasing policies and approve the repairs to bus 1107 in the amount of \$49,092.86.

BACKGROUND: The City of Galesburg Public Transportation fleet comprises of six buses. Due to the ramifications of the pandemic, the City of Galesburg as well as other Public Transportation agencies in the state are significantly behind in getting replacement buses through Federal or State of IL grant funding. Currently four of the six buses in the Public Transportation fleet are due for replacement, including the 2011 Gillig.

At the time of this occurrence, City staff reached out to IDOT to discuss the repair issues with the fleet and get an idea of timelines for replacements. The City currently has a grant for the replacement of a bus (or two depending on cost) that is going through the approval process with IDOT. Upon approval, the City will be able to start the process of working with Gillig to build new buses. Gillig is indicating that this will be an eighteen month to twenty-four month process. Given this timeline, City staff requested of IDOT that repairs be allowed to be made to the existing bus 1107 utilizing COVID funds to cover the cost.

Quotes were obtained from Thompson Trucking and Cummins for the necessary repairs to the unit. Both vendors, who have historically completed large repairs on the buses, indicated that the engine needed replaced due to age. Estimated quotes at the time were:

Company	Estimate
Thompson Trucking	\$46,095.21
Cummins Sales & Service	\$56,380.29

Given the state of the transit fleet and that we are up to two years out on getting equipment, the engine replacement was authorized as an emergency situation.

In completing the full repair to the 2011 Gillig, Thompson Trucking completed a full engine replacement to the unit as well as addressing a coolant leak on the bus. The full extent of the repairs could not be determined until the unit was dismantled. The final billing from Thompson Trucking is attached to this Council letter and included in the bills list for approval. The repairs performed were beyond the scope of what could be performed in house.

BUDGET IMPACT: City of Galesburg Public Transportation has available COVID funds available to cover the cost of this repair.

SUPPORTING DOCUMENTS:

1. Quotes from Thompson Truck and Trailer and Cummins Sales and Service
2. Final Invoice from Thompson Truck and Trailer



3665 W 83RD ST
DAVENPORT, IA 52806
Phone: (563) 326-4002 Fax: (563) 326-2998

[Back to Agenda](#)

SERVICE ESTIMATE: E103000443

BILL TO
CITY OF GALESBURG - 11732
55 W TOMKINS ST
GALESBURG IL 61401
P: (309) 345-3678 H: (309) 345-3678 O: (309) 345-3677
F: (309) 343-4765

DELIVER TO
CITY OF GALESBURG - 11732
55 W TOMKINS ST
122 S HENDERSON
GALESBURG IL 61401
P: (309) 345-3678

ELECTRONIC
TAG #

DATE OPENED 09/07/2022

DATE PROMISED		DATE INVOICE		SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	
9/7/2022 1:12:13PM		9/7/2022 2:02:57PM		SRET	CD	AR	x	
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323		1		1	1

Estimate Operations

JOB #1 A12 **SRET** **ENGINE**

COMPLAINT CUSTOMER REQUESTS QUOTE TO SWAP CUMMINS ENGINE IN GILLIG BUS
CAUSE
CORRECTION

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
-1	103C/DR6443RX-CORE		(DR6189D) ENG ISM 11 07 B 280@	5,739.08	-5,739.08
1	103C/DR7742RX		ENG ISL 8.9 10 U 280@2200	31,917.47	31,917.47
1	103C/DR7742RX-CORE		(DR6506D) ENG ISL 8.9 10 U 280	6,298.99	6,298.99
1	103X/26-PB		B'LASTER 18 OZ PEN CAT	17.83	17.83
	LABOR A12		ENGINE		12,350.00
1	FRT		SHIPPING	450.00	450.00
1	misc		INCIDENTAL PARTS TO RETRO FIT ENG	800.00	800.00

Parts: 32,495.21 Labor: 12,350.00 Misc: 1,250.00 Sublet: 0 TOTAL JOB #1 A12 46,095.21

Estimate Operations Totals

Parts: \$32,495.21 Labor: \$12,350.00 Misc: \$1,250.00 Sublet: \$0.00 \$46,095.21

ESTIMATE

PLEASE NOTE

TERMS: NET. NO CASH DISCOUNT. PAYMENT DUE BY 10TH OF MONTH FOLLOWING PURCHASE.
A **FINANCE CHARGE** OF 1.65% PER MONTH, **ANNUAL RATE** OF 19.8% WILL BE CHARGED ON
ACCOUNTS WHICH HAVE BALANCES 30 DAYS OR MORE PAST DUE. 25% HANDLING CHARGE ON
ALL PARTS RETURNED FOR CREDIT OR EXCHANGE. ALL CLAIMS AND RETURNED GOODS MUST BE
ACCOMPANIED BY THIS BILL. NO RETURNS AFTER 30 DAYS.

NOTE YOU ARE RESPONSIBLE TO RE-TORQUE YOUR WHEEL NUTS AFTER 100 MILES OF
TRAVEL SUBSEQUENT TO ANY WORK PERFORMED ON YOUR TRUCK OR TRAILER, IN OUR SHOP.
THANK YOU FOR YOUR BUSINESS!

Released To: _____ DATE/TIME _____

Customer Signature: _____ DATE/TIME _____

	ESTIMATED	BILLED
LABOR	\$12,350.00	
PARTS	\$32,495.21	
MISC	\$1,250.00	
SUBLET	\$0.00	
SUBTOTAL	\$46,095.21	
	SHOP SUPPLIES	\$350.00
	MISC SUPPLIES	\$0.00
	TAX	\$0.00
	TOTAL	\$46,445.21

Please Remit Payment to:
THOMPSON TRUCK & TRAILER
7820 6TH STREET SW CEDAR
RAPIDS, IA 52404





Sales and Service

Payment terms are 30 days from invoice date unless Back to Agenda
agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GALESBURG TRANSIT
1025 MONMOUTH BLVD
GALESBURG, IL 61401-

OWNER

GALESBURG TRANSIT
567 S FARNHAM ST
GALESBURG, IL 61401-
RON LARSON - 309 3424242

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
06-SEP-2022		08-AUG-2011	ISL9 CM2250		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
91597		30-AUG-2022	73248397	CPL373300	PHANTOM (BUS)
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
226654					1107

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN B1092323

COMPLAINT

METAL IN PAN
QUOTE FOR ENGINE REPLACEMENT.
THIS DOES NOT COVER ANY OEM PARTS FOUND FAILED AT ENGINE REMOVAL.
THIS QUOTE INCLUDES THE TIME ALREADY IN THE UNIT.

CAUSE

METAL IN PAN

CORRECTION

METAL IN PAN
QUOTE FOR ENGINE REPLACEMENT.
THIS DOES NOT COVER ANY OEM PARTS FOUND FAILED AT ENGINE REMOVAL.
THIS QUOTE INCLUDES THE TIME ALREADY IN THE UNIT.

COVERAGE

CUSTOMER BILLIABLE

REMARK

THANK YOU FOR USING CUMMINS SALES & SERVICE.

DIAGNOSTIC CHARGE: 0.00

1	0	DR7729RX	DR7729RX	C1-NSPART4	35,138.47	35,138.47
1	0	MISC PARTS	MISC PARTS	C1-NSPART4	1,500.00	1,500.00
9	0	C891007GA	P BL 1 S GN2 15W-40 1 GAL	VALVOLINE	18.24	164.16
12	0	CC36077	OAT	FLG	18.25	219.00

PARTS:	37,021.63
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	37,021.63
SURCHARGE TOTAL:	0.00
LABOR:	18,832.61
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	18,832.61
TRAVEL:	526.05
TRAVEL COVERAGE CREDIT:	0.00CR

Completion date : 31-Aug-2022 11:38AM. Estimate expires : 29-Sep-2022 11:38AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Payment terms are 30 days from invoice date unless Back to Agenda
agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

GALESBURG TRANSIT
1025 MONMOUTH BLVD
GALESBURG, IL 61401-

OWNER

GALESBURG TRANSIT
567 S FARNHAM ST
GALESBURG, IL 61401-
RON LARSON - 309 3424242

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
06-SEP-2022		08-AUG-2011	ISL9 CM2250		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
91597		30-AUG-2022	73248397	CPL373300	PHANTOM (BUS)
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
226654					1107

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN B1092323

TOTAL TRAVEL:	526.05	
MISC.:		811.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	811.00	
HAZ WASTE DISPOSAL		100.00
ROAD MILEAGE		711.00
LOCAL		0.00

TAX EXEMPT NUMBERS:

Completion date : 31-Aug-2022 11:38AM. Estimate expires : 29-Sep-2022 11:38AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 57,191.29

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 57,191.29

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



BILL TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

GALESBURG IL 61401

P: (309) 345-3678 H: (309) 345-3678 O: (309) 345-3677

F: (309) 343-4765

3665 W 83RD ST
DAVENPORT, IA 52806
Phone: (563) 326-4002 Fax: (563) 326-2998

[Back to Agenda](#)

SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED		DATE INVOICE		SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	
9/14/2022 11:09:53AM		11/10/2022 4:17:45PM		SRET	CD	AR		
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489

Sold Operations

JOB #1 A12

SRET

ENGINE

COMPLAINT

CUSTOMER REQUESTS QUOTE TO SWAP CUMMINS ENGINE IN GILLIG BUS

CAUSE

CORRECTION

WENT OUT TO UNIT, HAD NO POWER TO BUS, CHECKED AND FOUND MASTER SWITCH IT WAS ON, STILL NO POWER, UNIT HAD NO AIR TO RELEASE BRAKES, FOUND AN AIR CHUCK AT THE BACK OF THE BUS, TOOK 150 FT. OF AIR HOSE OUT AND AIRED BUS UP. PUSHED UNIT UP AND THEN PUSHED BACKWARDS INTO BAY. OPENED THE BACK PANEL, WENT TO REMOVE THE TORX BOLTS, 3 OF THEM ROUNDED OFF, TRIED USING EXTRACTORS, THEY WERE CORRODED AND SEIZED. HAD TO CUT THE 3 BOLTS. WENT TO THE INSIDE, TOOK SOME TIME TO FIGURE OUT HOW TO RAISE THE SEATS FOR THE ACCESS PANEL, REMOVED ALL THE BOLTS FOR THE ACCESS PANEL AND REMOVED THE PANEL. DRAINED THE OIL AND COOLANT. OPENED THE UPPER PANEL. WENT TO REMOVE THE CENTER BAR, HAD TO REMOVE THE HEAT SHIELD AROUND THE AFTERTREATMENT FIRST. 2 BOLTS ROUNDED OFF. TRIED TO EXTRACT, HAD TO CUT ONE AND DRILL ANOTHER. GOT THE CENTER OUT AND WENT TO REMOVE THE UPPER SHIELD. HAD TO CUT 4 BOLTS 2 ROUNDED OFF AND 2 WERE JUST SPINNING. THE PANEL WAS GLUED IN AND TOOK TIME TO GET SEPARATED AND WORKED FREE. WILL NEED TO REPLACE ALL HARDWARE AND FINISH EXTRACTING THE CUT AND DRILLED BOLTS. LIFTED UP THE BUS AND SUPPORTED, REMOVED THE REAR BUMPER BOLTS 2 ON EACH SIDE WERE SEIZED, GOT THE NUTS REMOVED 2 BOLTS WERE STUCK IN THE HOLES. TRIED TO USE A HAMMER TO GET OUT, HAD TO USE AN AIR HAMMER FINALLY GOT THEM OUT, THE BUMPER WAS SEIZED IN THE FRAME, TOOK TIME, AND HAD TO PRY AND DRIVE THE BUMPER OUT, FINALLY GOT OUT. REMOVED THE AFTERTREATMENT HARNESS AND PULLED THE AFTERTREATMENT SYSTEM, STARTED PULLING THE BRACKETS BEHIND THE BACK BOLTS WERE SEIZED AND THE INNER RIGHT SIDE ROUNDED THE NUT. HAD TO CUT THE LEFT SIDE IT TOOK TIME DUE TO THE LACK OF ACCESS. OPENED THE LEFT SIDE REAR DOOR HAD TO REMOVE BOLTS HOLDING A SHIELD IN. CANNOT GET THE RIGHT-SIDE BOLT AT THIS TIME, REMOVED BLOCK HEATER AND OE HARNESS ALONG THE ENGINE. REMOVED UPPER RADIATOR HOSE AND BRACKETS. REMOVED GENERATOR CABLES AND BRACKETS, REMOVED GENERATOR BOLTS AND PULLED GENERATOR. REMOVED THE INLET EXHAUST. REMOVED THE TRANSMISSION DIPSTICK AND OIL DIPSTICK TUBE WITH BRACKETS, REMOVED SEVERAL BRACKETS FROM THE FRONT OF THE ENGINE. FOUND A COOLANT TEMP SENSOR WIRE WAS DAMAGED WHERE IT RAN OVER THE FRONT COVER AREA. REMOVED SEVERAL HYDRAULIC HOSES AND BRACKETS FROM THE FRONT OF THE ENGINE. REMOVED AIR INTAKE BRACKETS AND CLAMPS. HAD TO CUT SEVERAL MORE BOLTS, GOT THE AFTERTREATMENT SHIELDS OUT OF THE WAY. REMOVED THE AUX CONTROL BRACKETS AND PANEL. GOT THE INTAKE PIPING OUT, REMOVED THE U BOLT CLAMPS AND REMOVED THE EXHAUST FROM THE TURBO, DISCONNECTED THE OUTLET NOX SENSOR AND MODULE PULLED PIPING OUT. REMOVED HEATER LINES FROM THE BACK OF THE ENGINE ALONG WITH THE BRACKETS. THERE ARE SEVERAL ADDED REMOTE HEATER AND OIL LINES ADDITIONAL ON THIS UNIT THAT NEED REMOVED. PULLED THE CAC TO TURBO PIPE AND CLAMPS, TOOK THE U BOLT BRACKETS OFF. REMOVED THE INTAKE TO COMPRESSOR PIPE AND 3 BRACKETS. REMOVED THE OIL FILL TUBE FROM THE ENGINE AND 2 BRACKETS. PART OF THIS IS DONE FROM THE INSIDE AND PART FROM THE OUTSIDE, TOOK TIME GOING IN AND OUT OF THE UNIT, TO REMOVE AND PULL OUT OF THE UNIT. THERE WILL NEED TO BE A LOT OF HARDWARE AND WORM GEAR CLAMPS THAT WILL NEED TO BE REPLACED THAT WERE RUSTED, IN POOR CONDITION, AND GOT BROKEN UPON REMOVAL.



BILL TO

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[Back to Agenda](#)

SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
9/14/2022 11:09:53AM	11/10/2022 4:17:45PM	SRET	CD	AR	

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR /12-PUSH/TOW IN		PUSH IN DISABLE VEHICLE		190.00
1	103C/2866337	2866337	GASKET, AFM DEVICE	11.93	11.93
1	103C/2880213		CLAMP,V BAND	49.12	49.12
1	103C/2880215		GASKET, AFM DEVICE	15.49	15.49
1	103C/3008400		GASKET,HYDRAULIC PUMP	11.61	11.61
1	103C/3892648		CLAMP,V BAND	53.48	53.48
1	103C/3939353		GASKET,REAR COVER	8.28	8.28
1	103C/3973819		TENSIONER,BELT	137.48	137.48
4	103C/4934278	4934278	WASHER,SEALING	2.65	10.60
4	103C/4934279	4934279	WASHER,SEALING	3.70	14.80
1	103C/5290118		CLAMP,V BAND	49.98	49.98
-1	103C/DR6443RX-CORE		(DR6189D) ENG ISM 11 07 B 280@	5,739.08	-5,739.08
1	103C/DR7742RX		ENG ISL 8.9 10 U 280@2200	31,917.47	31,917.47
1	103C/DR7742RX-CORE		(DR6506D) ENG ISL 8.9 10 U 280	6,298.99	6,298.99
1	103C/WF2071		WF PKG	12.52	12.52
2	103D/FLTANCB14		FLUID,FLEETRITE AEROSOL NON CH	2.49	4.98
1	103D/LF14009NN		OIL FILTER COMBO SPINON	68.35	68.35
1	103N/1817993C1		BOLT M10-1.50 X 80MM HEX FLANG	3.04	3.04
1	103N/2026730C1	2026730C1	CLAMP,AIR CLEANER TUBE OR PIPE	48.23	48.23
1	103N/3565421C2		ADJUSTER,BELT, FAN, V- RIBBED	20.76	20.76
1	103N/3846392C1	3846392C1	GASKET 4 EXH PIPE FLANGE	26.23	26.23
1	103N/479758C1		GAUGE TEMP SENDER (SGL STUD)	75.23	75.23
2	103N/FLTEC40VBS		CLAMP,QUICK LATCH DESIGN V-INS	26.62	53.24
1	103N/FLTEC425VBS		CLAMP,QUICK LATCH DESIGN V-INS	28.09	28.09
1	103X/25080496		BELT	42.43	42.43
1	103X/TS6713		ENGINE TEMP SENSOR	8.15	8.15
31	103X/ZSH500004741BA	ZSH500004741BA	15W40 OIL QT	5.65	175.43
	LABOR A12		ENGINE		13,133.75
2	FRT		SHIPPING	22.00	472.00

Parts: 33,406.83 Labor: 13,323.75 Misc: 472.00 Sublet: 0 TOTAL JOB #1 A12 47,202.58

JOB #2 A10 SRET GENERAL

COMPLAINT CONTACT: RON LARSON. PH #: 309-342-4242. CELL #: 309-368-2714. EMAIL: RLARSON@CI.GALESBURG.IL.US.

CAUSE

CORRECTION

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE

Parts: Labor: Misc: Sublet: TOTAL JOB #2 A10

JOB #3 A12 SRET ENGINE



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COMPLAINT CHECK ENGINE LIGHT

CAUSE

CORRECTION

CREATED ECM IMAGE AND PRINTED CODES. HAVE NO THROTTLE RESPONSE WHILE RUNNING, TRIED TO BENCH CONNECT TO THE OLD ECM TO CHECK PARAMETERS, COULD NOT GET TO CONNECT. NEED TO REMOVE THE NEW ECM AND INSTALL THE OLD ECM TO THE UNIT TO CREATE A TEMPLATE TO MATCH. REMOVED THE OLD ECM FROM THE OLD ENGINE, STARTED REMOVING THE NEW ECM, HAD TO REMOVE THE AIR COMPRESSOR DISCHARGE LINE FROM THE COMPRESSOR AND 4 P CLIPS HOLDING THE DISCHARGE LINE, HAD TO REMOVE THE AIR COMPRESSOR INTAKE PIPE AND 2 CLAMPS AND INTAKE ELBOW. REMOVED 3 BRACKETS FINALLY GOT ACCESS TO ECM, PULLED THE CONNECTORS, AND CUT THE HARNESS TIES TO PULL IT BACK TO GET TO THE MOUNTING BOLTS, HAD TO HAND WRENCH THE BOLTS DUE TO ACCESS ISSUES. WORKED THE NEW ECM OUT OF THE BUS, PUT THE OLD ECM IN AND CONNECTED CONNECTORS. HOOKED UP INSITE AND CREATED TEMPLATE. HOOKED UP TO OLD ECM AND CREATED A TEMPLATE. CHECKED CAL CODES, THEY ARE THE SAME, STARTED THE BUS WITH REAR CONTROLS AND HAVE THROTTLE AT THE REAR, CHECKED FRONT AND STILL HAVE NO THROTTLE. TRIED A COUPLE DIFFERENT TIMES, NO CHANGE. NEED TO REINSTALL THE NEW ECM AND TRANSFER ALL PARAMETERS OVER AND SEE IF THROTTLE AND OTHER ISSUES STILL EXIST. HAD TO REMOVE THE FUEL LINE FROM THE PUMP AND REMOVED THE BRACKET FOR THE LINE, REMOVED THE OLD ECM, INSTALLED THE NEW ECM AND INSTALLED BOLTS AND TIGHTENED. INSTALLED CONNECTORS AND TIGHTENED. REINSTALLED FUEL LINE AIR COMPRESSOR LINES, AND INSTALLED P CLIPS. FOUND THE UNIT WOULD NOT KEY ON, CHECKED BATTERY VOLTAGE AND THE SYSTEM WAS UNDER 12 VOLTS. DISCONNECTED BATTERIES AND PUT 1 CHARGER ON EACH BATTERY. LET CHARGE FOR A WHILE AND HOOKED BACK UP UNIT WOULD KEY ON, HOOKED UP TO INSITE AND TRANSFERRED TEMPLATE TO NEW ECM. TRIED TO START UNIT AND IT WOULD NOT START, PUT CHARGERS BACK ON UNIT TO TRY AND GET UNIT TO START. TAKING SOME TIME TO GET STARTED. FINALLY GOT UNIT STARTED AND RUNNING, CHECKED OVER, CHECKED OPERATION OF THROTTLE, NO CODES ACTIVE, HAD A LIGHT ON FOR CHECK TRANS. CHECKED ALL PARAMETERS, AND CHECKED FOR AN ECM UPDATE. CLEARED CODES. HOOKED UP TO ALLISON CHECKED FOR CODES, HAD FAULTS FOR BATTERY VOLTAGE, CLEARED CODES. LET UNIT RUN UP TO TEMP MONITORED FOR LEAKS. FOUND THE OLD FRONT COVER PLUG LEAKING OIL, SHUT DOWN AND REMOVED CAP, FOUND THE SEAL WAS SMASHED AND BRITTLE. REPLACED SEAL, INSTALLED PLUG AND RESTARTED, CHECKED FOR LEAKS, NO LONGER LEAKING. FOUND THE COOLANT LINE TO THE FILTER HOUSING LEAKING. TIGHTENED CLAMP AND RETESTED, NO LONGER LEAKING. SHUT DOWN AND RECHECKED ALL FLUIDS, TOPPED OFF HYDRAULIC RESERVOIR. ENSURED ALL FUNCTIONS WORKING. HOOKED UP COMPUTER AND HAD CODES FOR AFTERTREATMENT AND FOR LOW COOLANT, ALL INACTIVE. CHECKED COOLANT LEVEL, IT WAS BELOW THE LOWER SIGHT GLASS, FILLED RESERVOIR. PRESSURE TESTED SYSTEM AND FOUND NO LEAKS, RAN UP TO TEMP AND MONITORED, FOUND NO COOLANT LEAKS. PARKED OUTSIDE AND WILL RECHECK.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE

Parts: Labor: Misc: Sublet: TOTAL JOB #3 A12

JOB #5 A12

SRET ENGINE

COMPLAINT CHECK ENGINE LIGHT AND COOLANT LEAK

CAUSE



BILL TO

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SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
9/14/2022 11:09:53AM	11/10/2022 4:17:45PM	SRET	CD	AR	

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489

CORRECTION CONNECTED TO ECM AND FOUND 3 INACTIVE FAULTS. AFT CONTROL MODULE ABNORMAL UPDATE RATE 1 COUNT. NO NEED TO DIAGNOSE UNTIL ACTIVE OR MORE THAN 1 INACTIVE COUNT. OTHER FAULTS WERE FOR COOLANT LEVEL LOW. CHECKED COOLANT LEVEL AND WAS 1 GALLON LOW. RAN ENGINE AND CHECKED TRANS FLUID AND IT WAS LOW. ENDED UP FILLING WITH 3.5 GALLONS TO REACH THE HOT RANGE. (TRANS WAS AT OPERATING TEMP WHEN CHECKED). WHILE RUNNING ENGINE TO FILL TRANS FLUID, I NOTICED A COOLANT LEAK. LEAK IS COMING FROM COOLANT RESERVOIR PRESSURE RELIEF VALVE. WHEN PRESSING THE VALVE, IT DOES NOT HAVE PRESSURE BEHIND IT. VALVE STUCK OPEN AND COOLANT SYSTEM IS NOT STAYING PRESSURIZED. THIS VALVE NEEDS FIXED BECAUSE THE COOLANT SYSTEM NEEDS TO BE UNDER PRESSURE TO RAISE THE BOILING POINT OF THE COOLANT. IF COOLANT BOILS, IT WILL CAUSE THE ENGINE TO OVERHEAT. WORKED WITH PARTS TO EMAIL GILLIG ABOUT THE PRESSURE VALVE. REMOVED AND REPLACED THE COOLANT PRESSURE RELIEF VALVE. PRESSURE TESTED COOLING SYSTEM AND RELIEF VALVE NO LONGER LEAKING. I DID FIND A LEAK AT THE VERTICAL COOLANT FILL CAP. COOLING SYSTEM WILL NOT HOLD PRESSURE AND BLEEDS ALL THE WAY DOWN TO 0PSI. TRIED TO CLEAN CAP AND PUT MECHANICS WIRE BEHIND SEAL TO APPLY MORE PRESSURE AGAINST THE SEAL. IT HELPED, BUT STILL DID NOT FIX IT. LOOKS LIKE SEAL IS MOLDED INTO CAP ASSEMBLY. THE COOLANT SYSTEM NOT HOLDING PRESSURE WILL LOWER THE BOILING POINT OF THE COOLANT. REMOVED AND REPLACED THE FILL CAP ASSEMBLY WITH NEW HARDWARE AND GASKET. USED BLUE LOCTITE ON THREADS TO SEAL AND HOLD BOLTS. PRESSURE TESTED COOLING SYSTEM. NO COOLING SYSTEM LEAKS. THERE IS A SPARE FILL CAP SEAL WITH PARTS IN CAB. NO OTHER LIGHTS ON DISPLAY OTHER THAN DOOR PRESSURE, WHICH GOES AWAY ONCE YOU TURN ON THE AIR FEED ABOVE FRONT DOORS. INSPECTED ENGINE ONE LAST TIME. CHECKED ALL FLUIDS AND LET UNIT AIR UP. NO LIGHTS ON DRIVER DISPLAY.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
4	103D/FLTATF295GKK		SYNTHETIC ATF ALLISON TES 295	71.94	287.76
1	103D/FLTREL5050G		FLUID,FLEETRITE RELC 5050 GAL	8.50	8.50
1	103X/53-09988-000		VALVE PRESSURE	97.27	97.27
1	103X/53-09989-000		BUTTON CONTROL VALVE	9.92	9.92
1	103X/53-10024-000		CAP, SURGE	175.24	175.24
1	103X/53-25343-000		GASKET	4.57	4.57
1	103X/82-22389-000		GASKET	7.00	7.00
	LABOR A12		ENGINE		750.00
1	FRT		SHIPPING	200.02	200.02

Parts: 590.26 Labor: 750.00 Misc: 200.02 Sublet: 0 TOTAL JOB #5 A12 1,540.28

JOB #6 A12 SRET ENGINE

COMPLAINT CONTINUED STORY FROM JOB 1
CAUSE



BILL TO

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SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE
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9/14/2022 11:09:53AM 11/10/2022 4:17:45PM **SRET** CD **AR**

YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489

CORRECTION STARTED TO REMOVE THE STARTER, PULLED THE POWER CABLE AND SENSE CABLE, COULD NOT GET TO THE GROUND CABLE DUE TO THE SUPPORT BRACKET OF THE HYDRAULIC PUMP BLOCKING. PULLED THE STARTER BOLTS AND COULD NOT GET THE STARTER OUT DUE TO THE SUPPORT BRACKET, IT IS A 2 PIECE BRACKET TO THE BLOCK AND PUMP, REMOVED THE BOLT FROM THE BRACKET TO THE PUMP, WENT TO REMOVE FROM THE BLOCK, GOT ONE BOLT OUT, WITH LITTLE ACCESS HAD TO HAND WRENCH IT OUT. THE OTHER WAS BLOCKED BY THE PUMP, GOT IT BROKE LOOSE AND OUT FAR ENOUGH HAD TO REMOVE THE OTHER PIECE OF THE BRACKET AND SWUNG THE BLOCK SIDE OUT OF THE WAY ENOUGH TO GET THE STARTER AND CABLE OUT. REMOVED THE DISCHARGE AND INTAKE LINES FROM THE COMPRESSOR, HAD TO DO THIS FROM THE SIDE COMPARTMENT WITH LITTLE ACCESS, THEN HAD TO GO UNDERNEATH AND REMOVE 3 P CLIP BRACKETS TO GET THE HOSE TO MOVE OUT OF THE WAY. REMOVED THE OE SIDE ECM CONNECTOR, TRIED TO GET ACCESS TO THE TOP PUMP BOLT, COULD NOT GET TO IT. HAD TO REMOVE BOTH LINES TO THE PUMP AND DRAIN ALL THE OIL. ACCORDING TO THE TAG ON THE RESERVOIR IT USES 15W40. THE PRESSURE LINE WAS HARD TO GET TO BEING IN THE FRAME AND IT WAS A LARGE LINE AND FITTING. FINALLY GOT LOOSE. REMOVED THE LOWER RADIATOR HOSE AT THE BLOCK, HAD TO REMOVE 1 BRACKET OFF THE SIDE OF THE ENGINE AND 2 BRACKETS THAT HELD THE HOSE TO A HEATER HOSE ALONG SIDE OF IT, THEN REMOVED A P CLIP BRACKET HOLDING THE DIPSTICK TO THE PIPE. USED A PICK AND PRYBAR GOT THE HOSE OFF. REMOVED THE TORQUE CONVERTOR ACCESS PLATE, WENT TO TRY, AND TURN THE ENGINE OVER WITH ACCESSORY DRIVE GEAR, THE ENGINE IS SEIZED AND WONT TURN. GOT THE ENGINE TO ROLL OVER, HAD TO ROLL OVER TO ACCESS EACH TORQUE CONVERTOR BOLT, GOT ALL REMOVED, PULLED ALL BOTTOM BELL HOUSING BOLTS, WENT ON THE INSIDE OF THE BUS AND REMOVED BELL HOUSING BOLTS EXCEPT 2. REMOVED TOP FUEL LINE FITTING AT THE TOP OF THE HEAD TO GET THE BOTTOM LINE, IT WAS SEIZED AND HARD TO GET 2 WRENCHES IN ON THE LINE AND FITTING. GOT LOOSE. HAD A HARD TIME WITH THE HEATER INTAKE WIRE THE NUT WAS SEIZED AND COULD NOT GET A WRENCH ON THE BOTTOM EASILY. THEN THE STUD BROKE. CUT ZIP TIES AND REMOVED THE CABLE FROM THE ENGINE, HAD TO REMOVE ANOTHER HEATER LINE TO THE ENGINE, AND 3 P CLIP BRACKETS. REMOVED THE COOLANT FILTER TO TOP OF ENGINE LINE AND 1 P CLIP BRACKET. REMOVED EGR CROSSOVER TUBE, PUT TRANSMISSION JACK UNDER TRANS AND REMOVED BELL HOUSING BOLTS, REMOVED THE REAR ENGINE MOUNTS, HAD TROUBLE GETTING TO THE BOLTS HAD TO GO FROM THE INSIDE OF THE BUS, THEY WERE SEIZED, FINALLY GOT LOOSE AND OUT, STARTED REMOVING THE FRONT CROSSMEMBER UNDER THE ENGINE 3 BOLTS ON THE LEFT SIDE AND 2 ON THE RIGHT WERE SEIZED, HAD TO HEAT THE NUTS UP BUT COULD NOT GET THE BOLTS TO TURN, HAD TO LIFT THE BACK OF THE BUS, MOVE THE JACK STANDS TO BE ABLE TO GET ACCESS WITH A HAMMER AND PUNCH, TOOK TIME BUT FINALLY GOT THEM ALL TURNING AND FREE, HAD TO REPOSITION STANDS AGAIN, THEN PUT THE HOIST ON THE ENGINE, TOOK THE WEIGHT OFF AND REMOVED THE FRONT MOUNT, HAD TO PRY AND BEAT THE CROSSMEMBER DUE TO BEING STUCK IN THE FRAME. GOT LOOSE, STARTED PULLING THE ENGINE, IT DID NOT WANT TO COME LOOSE FROM THE TRANS, TOOK TIME TO GET FREE, THEN WORKED IT OUT OF THE BAY. GOT OUT HAD TO REMOVE THE OIL PAN TO SUPPORT THE ENGINE DUE TO NEEDING TO REMOVE THE FLYWHEEL HOUSING.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE

Parts: Labor: Misc: Sublet: TOTAL JOB #6 A12

JOB #7 A12

SRET ENGINE



BILL TO

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SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED		DATE INVOICE		SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	
9/14/2022 11:09:53AM		11/10/2022 4:17:45PM		SRET	CD	AR		
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2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489

COMPLAINT CONTINUED STORY FROM JOB 1
CAUSE

CORRECTION BEGAN SWAPPING FITTINGS, LINES AND ACCESSORIES TO NEW ENGINE, HAD TROUBLE GETTING THE DIPSTICK TUBE FITTING OUT OF THE OLD ENGINE, USED PENETRANT AND WORKED AT IT UNTIL IT CAME FREE. INSTALLED INTO NEW ENGINE, REMOVED FUEL FILTER HOUSING AND BRACKET FROM NEW ENGINE, THE BUS HAS A RELOCATED REMOTE HOUSING. SWAPPED FITTINGS AND COOLANT FILTER AND HOUSING. REMOVED THE HYDRAULIC PUMP. REMOVED FLEX PLATE. HAD TO GET SERIAL NUMBERS OFF ENGINE, TRANSMISSION AND FUEL PUMP FOR PARTS TO KNOW WHAT MATCHED AND WHAT WAS AFTERMARKET. REMOVED ADAPTER PLATTE FOR THE CRANK, IT WAS SEIZED ON THE OLD ENGINE, TOOK TIME TO GET OFF. REMOVED FLYWHEEL HOUSING BOLTS, THE HOUSING WAS SEIZED ON THE GUIDE PINS. TOOK TIME TO GET LOOSE AND SEPARATED. CLEANED GASKET SURFACE WITH A SCRAPER, THEN SOLVENT CLEANED THE ADAPTER AND HOUSING. CLEANED THE INNER BORE OF THE ADAPTER WITH EMERY CLOTH. INSTALLED THE ADAPTER, CUT ALL THE EXHAUST GASKETS OFF THE FLANGES THEN SCRAPED CLEAN. WENT TO REMOVE THE TEMP SENSOR AT THE HEAD BEHIND THE EGR COOLER, THE WIRE WAS DAMAGED, AND THE SENSOR WAS HARD TO GET TO, ONLY ABOUT 1/8TH TURN AT A TIME. REMOVED THE EGR CROSSOVER PIPE OFF THE NEW ENGINE TO PREP TO INSTALL IN THE BUS. INSTALLED REAR STRUCTURE AND TORQUED, INSTALLED FLEX PLATE AND TORQUED BOLTS. HAD TO REMOVE ENGINE FROM SHIPPING CRADLE. TRIED TO INSTALL HYDRAULIC PUMP, WAS HITTING A STUD IN THE BLOCK HAD TO REMOVE, WENT TO INSTALL AGAIN, FOUND COULD NOT CLEAR ECM CONNECTORS, REMOVED CONNECTORS AND CLIPS, REINSTALLED PUMP AND TIGHTENED BOLTS, REINSTALLED CONNECTORS AND STUD. STARTED INSTALLING ENGINE INTO BUS, TOOK TIME TO CLEAR EVERYTHING AND GET LINED UP AND INSTALLED, GOT REAR MOUNTS STARTED, WENT TO INSTALL FRONT CROSSMEMBER, IT WAS A TIGHT FIT AND HAD TO GO IN JUST RIGHT, HAD TO USE A JACK AND BARS TO GET LINED UP, PUT ALL NEW HARDWARE IN CROSSMEMBER. INSTALLED BOLTS INTO THE FRONT OF THE ENGINE AND TIGHTENED ALL BOLTS. TIGHTENED REAR ENGINE MOUNTS. INSTALLED BELL HOUSING BOLTS AND TIGHTENED, WENT INSIDE AND TIGHTENED TOP BOLTS. ROLLED ENGINE OVER AND LINED UP THE FLEX PLATE, STARTED ALL THE BOLTS, ROLLED OVER AND SNUGGED THEM, THEN ROLLED OVER AGAIN AND TORQUED ALL BOLTS. INSTALLED STARTER AND CABLES. INSTALLED LINES TO HYDRAULIC PUMP. INSTALLED FILL TUBE TO THE ENGINE AND TIGHTENED. INSTALLED SUPPORT BRACKET TO THE BACK OF THE PUMP AND THE SECOND PIECE AND TIGHTENED TOGETHER. INSTALLED AIR LINES TO THE COMPRESSOR. INSTALLED BOTH FUEL LINES FROM THE FUEL FILTER TO THE PUMP AND TIGHTENED WITH NEW SEALS. INSTALLED FLYWHEEL HOUSING ACCESS COVER. REMOVED OLD DAMAGED HEATER HOSES AT THE BACK OF THE ENGINE AND ROUTED NEW HOSES WITH NEW CLAMPS, INSTALLED PIPE CLAMPS AND BRACKETS FOR THE LINES, INSTALLED HEATER HOSES FROM THE ENGINE TO THE LOWER RADIATOR HOSE AND INSTALLED CLAMPS. WENT TO INSTALL FUEL LINES AT THE BACK OF THE HEAD, HAD TROUBLE GETTING TO START, TRIED SEVERAL TIMES, HAD TO REMOVE THE FITTINGS AT THE BACK OF THE HEAD AND MATCHED TO THE OLD ONES, FOUND TO BE DIFFERENT, INSTALLED OLD FITTINGS INTO THE HEAD AND INSTALLED FUEL LINES THEN BRACKETS. ROUTED OE HARNESS AND INSTALLED 8 P CLIPS TO BRACKETS. INSTALLED LOWER RADIATOR HOSE AND COOLANT HOSES TO FRONT RIGHT SIDE AND TIGHTENED NEW CLAMPS, INSTALLED UPPER RADIATOR HOSE AND TIGHTENED, INSTALLED DIPSTICK TUBE AND BRACKET AND TIGHTENED.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE



BILL TO

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SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED		DATE INVOICE		SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	
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Parts: Labor: Misc: Sublet: TOTAL JOB #7 A12

JOB #8 A12

SRET ENGINE

COMPLAINT CONTINUED STORY FROM JOB 1

CAUSE

CORRECTION INSTALLED BRACKETS FOR RADIATOR HOSES AND PIPES UNDER RIGHT SIDE OF ENGINE. INSTALLED HYDRAULIC AND AIR LINE BRACKETS UNDER LEFT SIDE OF ENGINE, CLEANED GASKETS OFF EXHAUST PIPING. INSTALLED SHIELD BEHIND AFTERTREATMENT, AND LEFT SIDE COMPARTMENT WITH NEW HARDWARE. INSTALLED CAC PIPING TO INTAKE, HAD TO REMOVE THE SUPPORT CLAMP FROM THE BACK OF THE ENGINE DUE TO BEING BENT, HAD TO HEAT UP IN 2 SPOTS TO STRAIGHTEN AND THEN LET COOL. REINSTALLED AND INSTALLED SUPPORT CLAMP AND BOOT CLAMPS, INSTALLED AIR COMPRESSOR INTAKE HOSE AND TIGHTENED. INSTALLED ELBOW TO THE DECOMP TUBE, HAD A HARD TIME GETTING IT LINED UP AND THE CLAMP STARTED DUE TO ONLY HAVING A 3 INCH ROUND HOLE TO GET THE CLAMP STRAIGHT AND STARTED. FINALLY GOT STARTED AND SNUG. INSTALLED AFTERTREATMENT INTO STRAPS, HAD TO START THE OUTLET CLAMP WITH GASKET AND TIGHTENED, THEN TIGHTENED TO THE DECOMP TUBE, WITH LESS ACCESS DUE TO THE AFTERTREATMENT COVERING THE HOLE, HAD TO REACH BETWEEN THE SHIELD AND PIPE NOT BEING ABLE TO SEE. GOT THE CLAMP TIGHT, THEN TIGHTENED THE MOUNTING STRAPS. INSTALLED EXHAUST, HAD TO LOOSEN THE DPF AND ELBOW TO GET THE TURBO PIPE TO AFTERTREATMENT LINED UP AND GET THE BRACKET LINED UP, TIGHTENED THE PIPE CLAMPS THEN TIGHTENED THE CLAMP, RETIGHTENED THE AFTERTREATMENT STRAPS AND CLAMP. INSTALLED CAC INTAKE TO TURBO PIPE THEN INSTALLED AIR CLEANER AND PIPE. REPAIRED WIRE FOR THE COOLANT TEMP SENSOR AND INSTALLED A NEW TEMP SENSOR IN THE HEAD. FILLED THE HYDRAULIC SYSTEM WITH OIL AND FILLED THE ENGINE WITH OIL. INSTALLED BRACKETS FOR THE AIR CLEANER AND INTAKE PIPING AND INSTALLED 4 P CLAMP BRACKETS FOR COOLANT HOSES ALONG THE INTAKE PIPES. INSTALLED OUTLET NOX SENSOR AT THE TURBO AND TIED UP. INSTALLED THE ACCESSORY IDLER AND BRACKET WITH NEW HARDWARE. HAD TO MAKE AN EXTENDED FUNNEL TO FILL THE COOLANT RESERVOIR, FILLED COOLANT. REPLACED COOLANT FILTER. INSTALLED OIL FILTER. INSTALLED GENERATOR AND CABLED, INSTALLED SEVERAL BRACKETS FOR CABLES. FOUND THE OLD ENGINE HAD AN OE ADDED GROUND BEHIND THE COMPRESSOR TO A CONNECTOR PIGTAIL, HAD TO REMOVE THE OIL LINE FROM THE COMPRESSOR TO THE BLOCK TO GET TO THE NUT AND REMOVE THE CABLE, EXTENDED THE CABLE, AND INSTALL NEW RING TERMINAL, ROUTED CABLE TO ENGINE BLOCK AND TIGHTENED AND TIED UP THEN INSTALLED CONNECTOR. INSTALLED WATER PUMP PULLEYS, HAD TROUBLE FINDING ALL THE PARTS AND HARDWARE, IT WAS IN THE BUS IN A BOX UNMARKED, GOT BOLTS AND TIGHTENED PULLEY. FOUND THE TENSIONER MISSING, CHECKED WITH PARTS, AND GOT NEW TENSIONER, DID NOT HAVE A BOLT, HAD TO FIND A BOLT. GOT INSTALLED, ROUTED BELT. FOUND THE GENERATOR BELT IS MISSING, LOWERED BELT OFF OF STANDS, CONNECTED BATTERY CABLES AND TIGHTENED. INSPECTED ENGINE AND REPAIRS BEFORE RUNNING ENGINE. TURNED MASTER SWITCH ON. HAD TO PUT A JUMP PACK ON DUE TO DEAD BATTERIES. TOOK A COUPLE TRIED GOT BUS STARTED AT THE BACK. SHUT DOWN CHECKED ENGINE OVER, RESTARTED AND LET RUN UNTIL THE JUMP PACK DIED, GOT AHOLD OF THE CUSTOMER FOR A BELT PART NUMBER, FOUND THE BELT IS ON BACK ORDER, PUT A CHARGER ON THE BATTERIES.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE



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SERVICE ORDER: R103034401

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Parts: Labor: Misc: Sublet: TOTAL JOB #8 A12

JOB #9 A12 SRET ENGINE

COMPLAINT CONTINUED STORY FROM JOB 1
CAUSE

CORRECTION EXTRACTED SEVERAL BOLTS FOR THE SHIELDS, USED PENETRANT AND HAD TO DRILL OUT AND RE-TAP 2 BOLTS. INSTALLED UPPER SHIELD AND INSTALLED REAR BAR HAD TROUBLE GETTING LINED UP AND GETTING THE MOUNTING SHOES LINED UP, USED ALL NEW HARDWARE, INSTALLED BRACKETS FOR FIRE SYSTEM HOSES AND TIGHTENED. INSTALLED 6 BRACKETS FOR THE AFTERTREATMENT HARNESS. FOUND A SHORTER BELT IN A 6 RIB FOR TEMPORARY. INSTALLED ON THE GENERATOR HOOKED A JUMP PACK UP COULD NOT GET THE BATTERIES TO START THE UNIT. TRIED FOR SOME TIME HAD NO LUCK. DISCONNECTED BATTERIES AND PUT A CHARGER ON EACH BATTERY TO CHARGE. INSTALLED BACK PANEL INSIDE OF BUS TIGHTENED ALL BOLTS, INSTALLED SEATS, AND BOTTOM PADS. HAD TO BUILD A PLATE FOR THE REAR UPPER DOOR DUE TO THE LATCH CATCH FALLING OFF, HAD TO DRILL THE REMAINS OF THE RIVETS OUT, THE ALUMINUM MOUNTING SURFACE WAS CORRODED AWAY, BUILT A PIECE OF PLATE MOUNTED TO THE TOP AND MOUNTED THE CATCH DOWN, HAD TO REMOVE AND ADJUST OVER AND REMOUNT. HAD TO REMOVE DOWN AGAIN TO TRIM DOWN DUE TO BEING RAISED WITH NEW PLATE, HAD TO ADJUST A COUPLE TIMES, AND CLEANED UP, GOT THE DOOR TO LATCH TIGHT. INSTALLED BUMPER WITH BOLTS AND TIGHTENED. HAD TO DRILL AND REMOVE 3 BOLTS FOR THE MOUNTING SHOES FOR THE LOWER DOOR. TOOK SOME TIME TO EXTRACT AND GET CLEANED OUT. INSTALLED LOWER DOOR AND TIGHTENED ALL BOLTS, INSTALLED SHOCKS. INSTALLED FRONT COVER TO OLD ENGINE WITH HARDWARE, TOOK SOME TIME TO FIND IT ALL IN THE PROVIDED BOX OF PARTS. PUT CHAIN ON ENGINE AND LIFTED UP, INSTALLED OIL PAN, AND TIGHTENED BOLTS. REMOVED SHORT BELT AND IDLER, INSTALLED TENSIONER AND CORRECT BELT, CONNECTED BATTERIES AND TRIED TO START UNIT, UNIT STARTED AND RAN, HAD NO THROTTLE RESPONSE, TRIED REAR CONTROLS, AND THEN BACK TO FRONT HAVE NO THROTTLE. THERE IS A CHECK TRANS AND CHECK ENGINE LIGHT, UNIT STARTS AND IDLES FINE. NEED TO DIAGNOSE CEL AND CHECK TRANS BEFORE CONTINUING. LOOKED AT ENGINE ECM AND TRANSMISSION FAULTS. ENGINE FAULTS ALL INACTIVE. CLEARED FAULTS. TRANSMISSION FAULTS HAD INACTIVE OF ECU POWER DUE OT LOW BATTERIES. ANOTHER FAULT WAS FOR PRESSURE SOLENOID. POSSIBLY SET DUE TO LOW POWER. CLEARED TRANS FAULTS.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE

Parts: Labor: Misc: Sublet: TOTAL JOB #9 A12

JOB #10 QC SRET QUALITY CHECK & SANITIZE UNIT

COMPLAINT QUALITY CHECK
CAUSE

CORRECTION INSPECTED ALL REPAIRS AND FLUID LEVELS. NO ISSUES FOUND. UNIT GOOD FOR RELEASE.

QTY	ITEM	VMRS	DESCRIPTION	UNIT PRICE	EXTD PRICE
	LABOR QC		QUALITY CHECK		0.00

Parts: 0 Labor: 0 Misc: 0 Sublet: 0 TOTAL JOB #10 QC 0.00



BILL TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

GALESBURG IL 61401

P: (309) 345-3678 H: (309) 345-3678 O: (309) 345-3677

F: (309) 343-4765

3665 W 83RD ST
DAVENPORT, IA 52806
Phone: (563) 326-4002 Fax: (563) 326-2998

[Back to Agenda](#)

SERVICE ORDER: R103034401

ESTIMATE: E103000443

DELIVER TO

CITY OF GALESBURG - 11732

55 W TOMKINS ST

122 S HENDERSON

GALESBURG IL 61401

P: (309) 345-3678

ELECTRONIC

TAG # 3107

DATE OPENED 09/14/2022

DATE PROMISED		DATE INVOICE		SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE	
9/14/2022 11:09:53AM		11/10/2022 4:17:45PM		SRET	CD	AR		
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	Engine Hours	IN SERVICE	ODOMETER IN	ODOMETER OUT
2011	GILLIG	BUS	15GGE2719B1092323	1107	1		373489	373489
Sold Operations Totals			Parts: \$33,997.09	Labor: \$14,073.75	Misc: \$672.02	Sublet: \$0.00	\$48,742.86	

INVOICE AWAITING PO
DO NOT PAY FROM THIS INVOICE

PLEASE NOTE

TERMS: NET. NO CASH DISCOUNT. PAYMENT DUE BY 10TH OF MONTH FOLLOWING PURCHASE. A **FINANCE CHARGE** OF 1.65% PER MONTH, **ANNUAL RATE** OF 19.8% WILL BE CHARGED ON ACCOUNTS WHICH HAVE BALANCES 30 DAYS OR MORE PAST DUE. 25% HANDLING CHARGE ON ALL PARTS RETURNED FOR CREDIT OR EXCHANGE. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL. NO RETURNS AFTER 30 DAYS.

NOTE YOU ARE RESPONSIBLE TO RE-TORQUE YOUR WHEEL NUTS AFTER 100 MILES OF TRAVEL SUBSEQUENT TO ANY WORK PERFORMED ON YOUR TRUCK OR TRAILER, IN OUR SHOP. THANK YOU FOR YOUR BUSINESS!

Released To: _____ DATE/TIME _____

Customer Signature: _____ DATE/TIME _____

	ESTIMATED	BILLED
LABOR		\$14,073.75
PARTS		\$33,997.09
MISC		\$672.02
SUBLET		\$0.00
SUBTOTAL		\$48,742.86
	SHOP SUPPLIES	\$350.00
	MISC SUPPLIES	\$0.00
	TAX	\$0.00
	TOTAL	\$49,092.86

Please Remit Payment to:
THOMPSON TRUCK & TRAILER
7820 6TH STREET SW CEDAR
RAPIDS, IA 52404



**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Approve purchase of additional cameras and wifi capabilities to complete build out of onboard cameras for Public Transportation.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Transit Manager, and Purchasing Agent recommend that the City Council waive normal purchasing policies and approve the purchase of cameras and wifi capabilities from GSI, Inc (Gatekeeper), in the amount of \$77,862.61.

BACKGROUND: The City of Galesburg Public Transportation fleet consists of both fixed route buses as well as paratransit vehicles. Under a Capital Grant from the State of Illinois, Galesburg Public Transportation was able to have cameras installed on the fixed route buses in 2017. As there were unexpended funds left on the grant that will be expiring in 2023, the Transit Manager inquired with the IDOT project manager if it would be possible to use the remaining funds to purchase additional cameras to be utilized on the paratransit fleet.

IDOT staff believed this would be a good use of the funds for security purposes. City staff asked for permission to work with the original vendor that was selected in 2017 so that the system would be uniform and there would not be the potential for having to use multiple programs to access the cameras. City staff were required to submit a cost analysis of the cameras to IDOT along with a comparison from another entity that recently purchased cameras (Rides in Peoria). IDOT staff reviewed the submittal and agreed that the pricing was fair and accurate warranting a sole source purchase.

As IDOT has given their approval to move forward with this purchase, the purchase is now being presented you the City Council for approval. This purchase will include adding cameras to the paratransit vehicles as well as including wifi upgrades to all Public Transportation vehicles. The benefit of this is that Public Transportation staff will be able to check cameras on vehicles live rather than waiting for the vehicle to return to base. In addition, this will also allow patrons to link to public wifi on the vehicles. The capability of viewing cameras live is a significant safety factor that Public Transportation staff is greatly looking forward to.

BUDGET IMPACT: The total cost to complete this purchase is \$77,862.61. Grant funds will cover \$73,298.23 of this purchase. The remaining balance of \$4,564.38 will be paid for with Fund 32 (Public Transportation Projects).

SUPPORTING DOCUMENTS:

1. Pre-Award Concurrence from IDOT
2. Contract Agreement with GSI (Gatekeeper)



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

November 14, 2022

Mr. Kraig D Boynton, Purchasing Agent
City of Galesburg, City Hall
55 West Tompkins Street
Galesburg, Illinois 61401

RE: CAP-11-968-ILL, Contract No.: 4031
Pre-Award Concurrence-Security Cameras

Dear Mr. Boynton:

On October 12, 2022, the Department received City of Galesburg's (City) request for sole source pre-award concurrence to enter a contract with Gatekeeper Inc. in the amount of \$77,862.61 for the purchase of additional build out to the 2017 procured camera system , and installation of Live Feed Capability of Galesburg's transit vehicles.

Our review found the bid selection process to comply with federal and state procurement requirements. The Office of Intermodal Project Implementation therefore concurs with the City's intent to award the contract as described in the base offer for \$77,862.61.

The procurement will be funded through grant CAP-11-968-ILL using State DTIF funding in the amount of \$73,298.23. The City intends to pay the remaining \$4,564.38 with their own funding.

PLEASE NOTE: As per the Capital Grants Manual, following award of any contract or agreement, the grantee shall notify the Department within thirty (30) days of the award. The following documents, as applicable, shall be submitted in PDF-color (no hard copies) as part of the notification:

- A. cover letter or form; (PDF & Hard Copy)
- B. a copy of the bid proposal selected for award; (PDF)
- C. a copy of the executed contract and supporting documents (PDF& Hard Copy)
- D. a copy of the contractor's Notice to Proceed; (PDF & Hard Copy)
- E. a copy of the certificate of insurance
- F. a copy of the performance bond

Should you have any questions regarding this concurrence, please contact George Vartzikos at (312) 793-3660, or by email at george.vartzikos@illinois.gov

Sincerely,

A handwritten signature in cursive script that reads "george vartzikos".

George Vartzikos, Project Manager
Office of Intermodal Project Implementation



THIS AGREEMENT, entered into this ____ day of _____, 2022, by and between the City of Galesburg, 55 West Tompkins Street, Galesburg, Illinois 61401 (hereinafter referred to as "City"), and Gatekeeper Systems USA, Inc., (hereinafter referred to as "Contractor" or "Vendor" or "Grantee"):

WITNESSETH THAT:

WHEREAS, the Contractor has been selected to provide on-board video systems and installation for the City of Galesburg Public Transportation fleet vehicle for the City of Galesburg Public Transportation Program,

WHEREAS, the City has selected the Contractor as a sole source provider due to the company completing the original installations on the fleet and has determined the Contractor to be qualified to provide the needed video systems and installation

WHEREAS, the City and the Contractor have agreed on a purchase price for the provision and installation of remaining video systems.

NOW, THEREFORE BE IT AGREED, by and between the City and the Contractor as follows:

1.Scope of Services: The Contractor will provide, install and program the following on-board video systems on the City of Galesburg Public Transportation fleet vehicle, located at the Galesburg Transit Maintenance Facility, 1025 Monmouth Blvd., Galesburg, Illinois.

- Wireless Installation & Commissioning of Seven (7) access points on existing fleet with cameras to match new installs.
- Installation of Seven (7) mobile wifi hotspot systems to support the equipment above to match new installs.
- Installation and commissioning of Nine (9) new camera systems and recorders on remaining fleet equipped and installed with eight (8) cameras per vehicle, 1 TB of storage per vehicle, and DVR.
- Installation of wireless capabilities for Nine (9) new camera installs.
- Installation of Nine (9) mobile wifi hotspot systems to support the cameras being installed on the nine additional vehicles.
- The proposer (vendor) will provide a limited warranty: 3 years on SD cards & DVR's, 5 years on interior cameras, 1 year on exterior cameras, 1 year on accessories, 1 year on HD & SSD HD
- The proposer will specify the number of days necessary to install the system once purchase is approved..
- The proposer will specify the training included with the system. Training must be included in the cost of the system.



- All items and services included in quote for this work shall be provided under this agreement.
- Time of Performance. The agreement will commence on _____ with work being completed by _____.

2. Access to Information. It is agreed that all information, data, reports, and records, as are existing, available and necessary for the carrying out of the work outlined previously or in any other section of this agreement shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information and the City will cooperate with the Contractor in every way possible to facilitate the performance of the Scope of Services described in this Agreement.

3. Compensation and Method of Payment. The total amount of compensation to the Contractor to be paid hereunder shall be \$77,862.61 and shall be paid by the City to the Contractor within sixty (60) days of receipt of an invoice following installation of the specified video equipment.

4. Cooperation with City and Other Consultants. The Contractor agrees to cooperate with the City of Galesburg and with any other consultant retained by the City of Galesburg.

5. Indemnification. The Contractor shall comply with the requirements of all applicable laws, policies, rules and regulations, and shall exonerate, indemnify, and hold harmless the City, the Illinois Department of Transportation (hereafter referred to as "IDOT") and the Federal Transit Administration (hereinafter referred to as "FTA") from and against them, and shall assure full responsibility for payments of federal, state and local taxes on contributions imposed or required under the social security, worker's compensation, unemployment insurance and income tax laws.

6. Non-Performance Delay of the Contractor. The Contractor shall be liable to the City of Galesburg for reasonable expenses incurred by the City, including court costs, as the result of non-performance or delay by the Contractor in the performance of the services required by the terms of this Agreement. Such liability shall be limited to the extent of the non-performance or delay not caused by persons or events beyond the control of the Contractor.

7. Miscellaneous Provisions.

a. This Agreement shall be construed under and in accord with the laws of the State of Illinois, the City of Galesburg and the United States of America.

b. This Agreement shall be binding upon and insure to the benefit of the parties here to and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. If in any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision



thereof and this Agreement shall not be construed as invalid, illegal or unenforceable if such provision had never been contained herein.

d. This Agreement may be amended by mutual agreement of the parties hereto and in writing to be attached to and incorporated into this Agreement. All amendments to this Agreement must be approved by the Illinois Department of Transportation.

e. Contracts or agreements resulting from procurement solicitations are subject to financial assistance agreements between the City of Galesburg, the Illinois Department of Transportation, and/or the United States Department of Transportation.

8. Definitions. As used in this Agreement:

- a. "FTA" means the Federal Transit Administration.
- b. "USDOT" or "DOT" means the United States Department of Transportation.
- c. "IDOT" means the Illinois Department of Transportation.
- d. "MCPT" means the McDonough County Public Transportation Program.
- e. "City" means the City of Galesburg. The word "City" shall be considered synonymous with the word "Owner".
- f. "CFR" means Code of Federal Regulations.
- g. "U.S.C." means the United States Code.
- h. "DBE" means Disadvantaged Business Enterprise.
- i. "Government" means both the United States of America federal government and the State of Illinois state government or any of their federal or state agencies.
- j. "Contractor" or "Third Party Contractor" means a vendor, contractor, provider, or grantee paid or financed in whole or in part with federal and state assistance from this Agreement. The words "contractor", "vendor", "provider", and "grantee" are used synonymously in this Agreement.
- k. "Agreement" means this document and at times may be used synonymously with the word "Contract" in this Agreement.



9. Terms and Conditions. This Agreement is subject to the provisions in Part II, titled "Terms and Conditions" attached hereto and incorporated by reference herein.

10. State and/or Federal Clauses. This agreement is subject to the clauses that are listed in the attachment "State and/or Federal Clauses" and should be considered a part of this agreement.

11. Lobbying, Nonclulsion and Debarment Certifications; This agreement is subject to the lobbying, nonclulsion and debarment certifications in Part Five title "Lobbying, Nonclulsion and Debarment" attached hereto and incorporated by reference herein.

IN WITNESS HEREOF, the parties have hereunto set their hands and/or seals.

BY: _____
Peter Schwartzman, Mayor
City of Galesburg

Date

BY: _____
Name of Person and Title

Gatekeeper Systems USA, Inc.
Contractor's Name

Date



PART II TERMS AND CONDITIONS

1. State and Federal Rules and Regulations. The Contractor will abide by all applicable federal, state and local rules and regulations governing public transportation capital assistance program operated by the Illinois Department of Transportation, Division of Public and Intermodal Transportation. The Contractor will abide by the federal clauses listed in Part Four and the State of Illinois IDOT clauses listed in Part Five of this Agreement.

2. Disadvantaged Business Enterprises. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this federal assisted Agreement. Failure by the Contractor to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the City of Galesburg and the Illinois Department of Transportation deems appropriate. Any subcontract that the Contractor signs with a subcontractor must include the assurances in this paragraph.

3. Responsibility to Read Agreement. The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire Agreement. Failure to acquaint itself with the Agreement will not be a basis for disputing any action by the City permitted by this Agreement.

4. Use of Subcontractors. The use of subcontractors to perform any portion of the work or services described in this Agreement may be allowable if prior approval is received from the City of Galesburg and the Illinois Department of Transportation (IDOT). All such subcontracts and/or sub-agreements shall be handled as prescribed for third-party contracts and/or agreements in accordance with IDOT rules and regulations. All requests for concurrences for subcontracts shall be submitted to the City of Galesburg for approval prior to submittal to the IDOT.

5. Retention of Records. The Contractor shall comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules. Contractor is to maintain verifiable records which include all Project eligible costs incurred while completing those tasks contained in any contracted Scope of Work. The Contractor shall retain all books, records, documents, and other material relevant to any subsequent contract or agreement for a period of five (5) calendar years following the Buyer's final payment and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving any contract or agreement for a Project's records has been initiated prior to the expiration of the five-year period, the Contractor shall retain the appropriate records and resolution of all issues arising from it. The Contractor agrees that the Buyer or its designee shall have full access and the right to examine any of said records at all reasonable times during said



period.

6. Interest of Members of Congress and Prohibited Interest.

Interest of Members of Congress: No member of or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

Prohibited Interests: No member, officer or employee of the City of Galesburg; member of the Galesburg City Council; staff member of Galesburg Public Transportation, or member of the Galesburg Public Transportation

Advisory Committee or a local public body with financial interest or control in this Agreement during their tenure or for one year thereafter shall not have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7. Right to Modify Agreement. The City reserves the right to modify this Agreement as deemed appropriate to accomplish the City's goals and reflect available funding. The City will ensure that the Contractor and any subcontractors will receive amendments in a timely manner. Any amendments or changes to this Agreement must receive prior approval from the Illinois Department of Transportation.

8. Federal Changes. The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City of Galesburg and the Illinois Department of Transportation, as they may be amended or promulgated from time to time during the term of the city's Agreement with the Contractor. Failure to comply with this requirement will be a material breach of the Agreement between the City and the Contractor.

9. Licenses and Permits. The Contractor and all subcontractors will be appropriately licensed for the work or services required by this Agreement and all sub-agreements. The cost for all required or necessary licenses, permits and taxes are the sole responsibility of the Contractor or subcontractor.

10. Escalation Clauses. Escalation clauses are not allowed in this Agreement or any sub-agreement resulting from this Agreement.

11. Audit and Inspection of Records. The Contractor shall permit authorized representatives of the City of Galesburg, the Federal Transit Administration and the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to



assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

12. Assignment. The Contractor shall not assign its performance of any portion of the specified services under any subsequent contract or agreement without the advance written consent of the City of Galesburg. It is hereby understood and agreed; that said consent must be sought in writing not less than ten (10) calendar days prior to the date of any proposed assignment. The City of Galesburg reserves the right to accept or reject any such assignment, although City acceptance shall not be unreasonably withheld. Acceptance of subcontractor's is contingent upon each subcontractor's ability to comply with the applicable terms, conditions, and clauses, particularly the assurances, contained in any subsequent contract or agreement.

13. Ownership of Records. The City of Galesburg will retain ownership of all plans, specifications and related documents resulting from this Agreement.

14. Lobbying. Contractors that apply or bid for an award exceeding \$100,000 must file the required Byrd Anti-Lobbying Amendment certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other contract awarded covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Pursuant to Federal regulations, the Contractors are required to have all subcontractors providing more that \$100,000.00 in services or materials to also complete this certification and include it with any Bid/Proposal submittal, if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.



15. No Government Obligation to Third Parties. The City of Galesburg and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City of Galesburg, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement. The Contractor agrees to include the above clause in any subcontract financed in whole or in part with federal assistance provided by the FTA and further agrees not to modify the clause, except to identify the subcontractor who will be subject to its provisions.

16. Program Fraud and False or Fraudulent Statements and Related Acts. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon the execution of this Agreement with the City of Galesburg, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or will cause to be made, pertaining to this Agreement or the FTA assisted project for which contract work will be performed. In addition to other penalties that may be applicable, the Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 40 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

17. Debarment and Suspension. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that it or its principals as defined in 49 CFR 29.995, or affiliates as defined in 40 CFR 29.905, are not excluded or disqualified as defined in 49 CFR 29.940 and 29.945. The Contractor will comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR, Subpart C in any lower tier covered transactions it enters into.

By signing this Agreement, the Contractor is certifying as follows: The certification in this clause is a material representation of fact relied upon by the City of Galesburg. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City of Galesburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a



provision requiring such compliance in its lower tier covered transactions.

18. Privacy Act. The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. If applicable, the Contractor agrees to obtain the express consent of the Federal Government before it or its employees operate a system of records on behalf the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

19. Termination. The following termination clauses are applicable this Agreement:

a. Termination for Convenience or Default: The City of Galesburg may terminate the Agreement (contract) in whole or in part, for the City's convenience or because of the failure of the Contractor to fulfill the contract obligation. The City shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Agreement, whether completed or in process.

If the termination is for the convenience of the City of Galesburg, the City shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

The Contractor also has the explicit right to terminate for cause. If the City does not compensate the contractor according to the terms of this Agreement, this will present cause for termination. In addition, lack of City providing information necessary for the Contractor to complete its scope of work will also necessitate termination for cause. The Contractor will provide the City with 30 days notice if it intends to terminate for cause.



b. Opportunity to Cure: The City of Galesburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such cases, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants or conditions of the contract within ten (10) days after receipt by the Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

c. Waiver of Remedies of any Breach: In the event that the City of Galesburg elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or any other term, covenant or condition of the contract.

20. Contract Breaches and Dispute Resolution. The following Breaches and Dispute Resolutions requirements are applicable to this Agreement and all subcontracts that results from this Agreement:

Disputes--Disputes arising in the performance of the Agreement which are not resolved by agreement of the City and the Contractor shall be decided in writing by the City Manager of Galesburg. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Should a general resolution not be achieved between the City and the Contractor, the Contractor can appeal to a court of competent jurisdiction or submit the dispute to a neutral arbitrator.

Performance During Dispute--Unless otherwise directed by the City of Galesburg, the Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

Claims for Damages--Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or any of its employees, agents or others for whose acts they are legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

In no event shall the Contractor's total liability to the City and/or any of the City's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from cause or causes including, but not limited to, the Contractor's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total



amount of fee paid to the Contractor under this Agreement or \$50,000, whichever is greater.

Notwithstanding any other provision of the Agreement to the contrary, neither party, including their officers, agents, servants and employees, shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

Remedies--Unless the Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to the Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois if there is no mutual agreement.

Rights and Remedies--The duties and obligations imposed by the Agreement documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Galesburg or the Contractor shall constitute a waiver of right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

21. Incorporation of FTA Terms. This Agreement will include certain standard terms and conditions required by the FTA as set forth in FTA Circular 4220.1E. These standard terms and conditions, as mandated by FTA, will be deemed to control in the event of a conflict with any other provisions that may be contained in the Agreement document. The Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any City of Galesburg requests which would cause the City of Galesburg to be in violation of FTA terms and conditions.

22. Prompt Payment. The Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Contractor receives from the City of Galesburg. The Contractor also agrees to return retainage payments, if applicable, to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Galesburg. This clause applies to both DBE and non-DBE subcontractors.

23. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Contractor's firm or to an officer of the Contractor's corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the last know business address of the Contractor.



24. The Contractor/Vendor must provide proof of registration with the Illinois Department of Human Rights.



INSURANCE REQUIREMENTS

The Contractor and his subcontractors shall maintain Workmen's Compensation, Public Liability, Property Damage, and Vehicle Liability Insurance in amounts and on terms satisfactory to the Buyers and any specific insurance requirements noted in a procurement solicitation.

At a minimum, the following insurance requirements shall be met by the Contractor. When applicable, more stringent or revised insurance requirements may be required.

The selected Contractor shall obtain and keep in force, at its own expense, during the full term of any subsequent contract or agreement the following insurance coverage:

1. Statutory Workers' Compensation and Employer's Liability Insurance - All employees of the Contractor performing work under any Contract or Agreement for this Project shall be insured in the statutory amount required to comply with the laws of the State of Illinois, or their respective State of incorporation, as appropriate.
2. Comprehensive Vehicle Liability Insurance - All vehicles used in conjunction with the performance of any Project Agreement, whether owned, non-owned, leased, or hired shall be insured; limits for bodily injury or death shall not be less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00) per person and One Million and Zero One-Hundredths Dollars (\$1,000,000.00) per occurrence, and property damage limits of not less than Five Hundred Thousand and Zero One-Hundredths Dollars (\$500,000.00); or as an alternative, not less than One Million and Zero One-Hundredths Dollars (\$1,000,000.00) combined single-limit coverage.
3. Comprehensive General Liability Insurance - When applicable, the Contractor shall maintain this insurance with limits for bodily injury or death of not less than Five Hundred Thousand and Zero One-hundredths Dollars (\$500,000.00) per incident, and One Million and Zero One-hundredths Dollars (\$1,000,000.00) aggregate. This insurance coverage must cover at least the following types of coverage:
 - a. Operations - Premises Liability;
 - b. Independent Contractor's Liability;
 - c. Broad Form Contractual Liability, covering the Contractor's obligations under any contract or agreement for the Project;
 - d. Products Liability;
 - e. Completed Operations Liability;
 - f. Personal Injury Liability, including claims arising from employees of the contractor; and
 - g. Broad Form Property Damage Liability.
4. Umbrella Liability Insurance of not-less-than One Million Dollars (\$1,000,000.00).

All such insurance, when required, shall be provided by insurance companies having a Best's rating of not less than A+XII, as shown in the most current issue of Best's Key Rating Guide, Property - Casualty.

The Contractor shall indemnify and hold the Buyer harmless against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the performance of the work described in any subsequent contract or agreement for this Project. Notwithstanding, the Buyer reserves all claims or rights of action against the Contractor as may be required in the best interests of the Buyer.



The Buyer shall be named specifically as an additionally insured party for that insurance coverage required for a given Project procurement. A Certificate of Insurance with the Buyer listed as an additionally insured party shall be provided within ten (10) calendar days following the execution of a contract or agreement. The Contractor's insurer shall agree to give the Buyer a minimum of ten (10) calendar days advance written notice of a cancellation of insurance or a reduction in coverage below the limits set forth in the contract or herein. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liabilities in excess of such coverage.

The Contractor and all of its insurers shall waive all rights of recovery or subrogation against the Buyer and their insurance companies.

Both parties agree to provide prompt notice in writing of the institution of any suit or proceeding and permit defense of the same, and will provide all needed information and assistance to enable either party to do so. The Contractor shall give immediate notice to Buyer of any suit, claim, or action filed which arises out of the performance of any contract or agreement. Copies of all pertinent papers shall be supplied to the appropriate party immediately.

When applicable, the Contractor shall require its subcontractors to obtain an amount of insurance coverage which is deemed adequate by the Contractor, for their levels of Project participation. The Contractor shall be liable to the extent that any subcontractor insurance coverage is inadequate. Subcontractors shall submit insurance certificates evidencing coverage, prior to any commencement of work. The Buyer reserves the right to inspect Contractor and Subcontractor insurance policies, in regard to insurance requirements, prior to the commencement of any work.

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Minority and/or Woman owned Business Startup Assistance Program and Southside Occupancy Assistance Program incentives for The Lavender Lotus Yoga Studio.

SUMMARY RECOMMENDATION: The KCAP Review Committee has recommended the approval of a \$5,000 Startup grant and a \$7,380 Southside Occupancy grant. The City Manager and Director of Community Development concur with this recommendation.

BACKGROUND: City Council approved new business incentive programs during their February 21, 2022 meeting. The intent of the programs was to increase minority and/or women owned businesses. The Lavender Lotus Yoga Studio is proposing to lease space at 113 S. Cherry St. to operate the business. The business will offer yoga classes and aesthetic treatments, such as spray tanning.

Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. Initially, in addition to the owner, the business will have 3-4 instructors acting as independent contractors.

Per the Southside Occupancy Assistance Program guidelines, the business is eligible to request 1/3 of the annual rent or \$5,000 per year, whichever is less for a maximum of 2 years. In this situation, it is estimated the maximum incentive will be up to \$7,380 over the 2-year period.

BUDGET IMPACT: If approved, the Startup Assistance and Southside Occupancy grant will both be paid from the Planning Fund (054).

SUPPORTING DOCUMENTS:

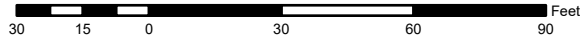
1. Aerial map
2. Correspondence from Knox County Area Partnership, with grant review committee recommendation dated November 28, 2022.
3. Grant Agreement



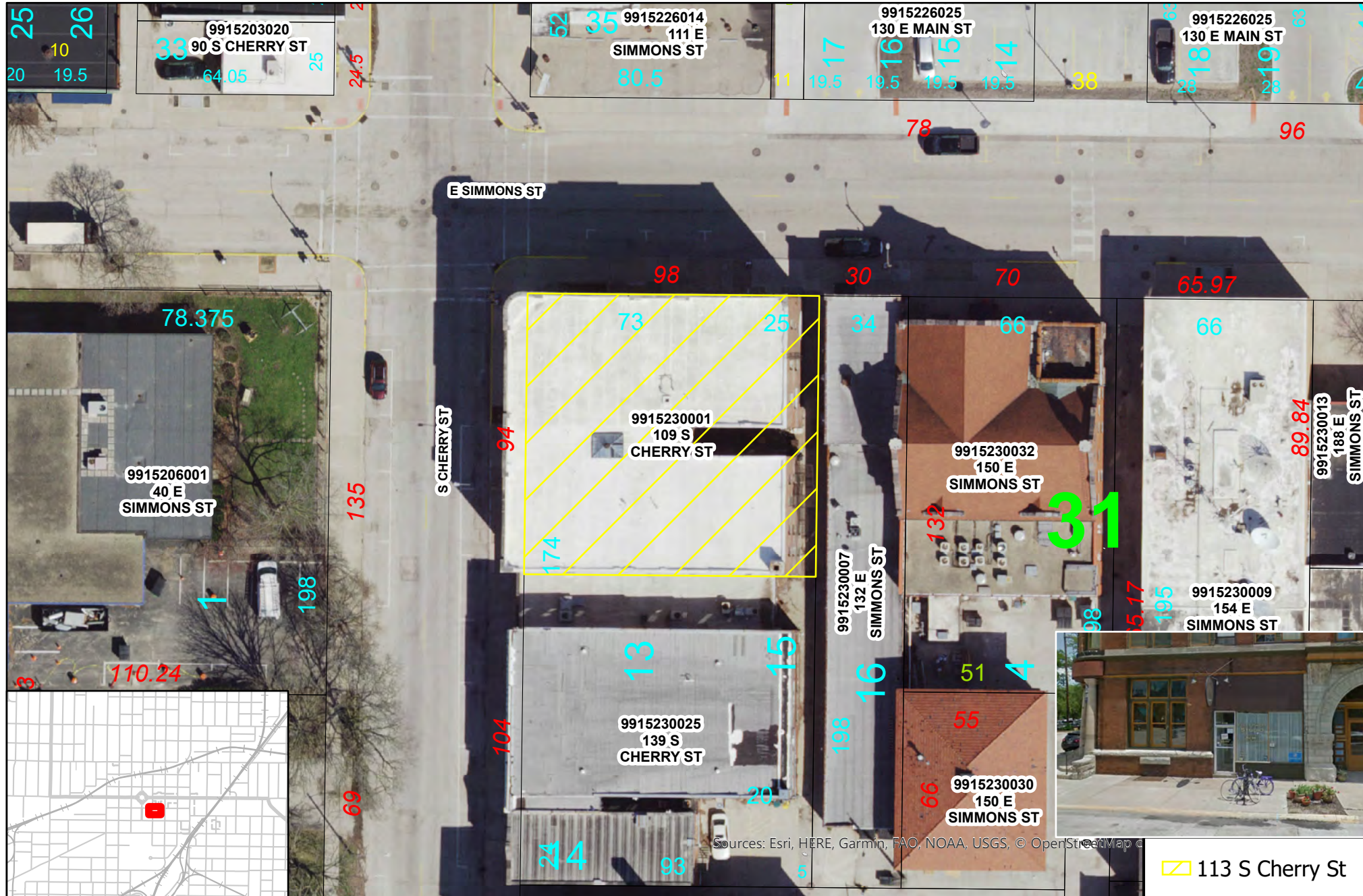
Community Development Department
Operating Under Council-Manager Government Since 1957

113 S Cherry St

Lavender Lotus Yoga Studio



[Back to Agenda](#)



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap ©

November 23, 2022

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



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

November 28th, 2022

Honorable Members of the Galesburg City Council,

This letter is a formal recommendation for a new business called Lavender Lotus Yoga Studio to receive support from the newly-created City ARPA funding programs. The project described below was reviewed by the KCAP Grant Review Committee on Wednesday, November 23rd, 2022 and it received a recommendation from the Committee for funding.

Lavender Lotus Yoga Studio is a business being launched by Michelle Johnson that will be located at 113 S. Cherry St in Downtown Galesburg. The business will initially offer yoga classes to the public, with a plan to later add additional services like Pilates and massage therapy. The studio will be staffed by 4-5 instructors and will operate 5 days per week. Michelle is requesting \$5,000 in funding through the Women/Minority Small Business Startup Assistance program and \$7,380 in rent assistance through the Southside Occupancy Assistance Program. The space at 113 S. Cherry meets all of the criteria for the SOAP program in that the space is located south of Main St. and has been vacant for more than three months.

The Knox County Area Partnership for Economic Development convened the Grant Review Committee to review Michelle Johnson's applications on Wednesday, November 23rd and members of the Committee were provided with complete business plans, financials and other informational items to aid in their consideration. The Committee consists of area commercial bankers, a small business owner and City staff. For this project, the Committee consisted of:

- Zach Maher, First Mid-Illinois Bank and Trust
- Lance Oetting, Midwest Bank
- Mike Holloway, F&M Bank (abstained from voting)
- Brad Clark, Tompkins State Bank
- Galesburg City Manager Gerald Smith
- Pippi Ardennia, small business owner
- Steve Gugliotta, City of Galesburg
- Ken Springer, Knox County Area Partnership for Economic Development

By design, the Committee involves experienced commercial lenders with years of experience in credit analysis and individuals who have experience running small business. We feel that this expertise gives an added level of safety to the City when making granting decisions.

In conclusion, the Committee voted to recommend to the Galesburg City Council that this grant application be given final approval. The Committee felt that the risk profile for this request was appropriate for the intent of the program and that the recipient met all of the application requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer".

Ken Springer, President
The Knox County Area Partnership for Economic Development

GALESBURG ASSISTANCE PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 (the "EFFECTIVE DATE"), by and between the City of Galesburg, an Illinois municipal corporation (hereinafter referred to as "CITY"), and Michelle Johnson, d/b/a The Lavender Lotus Yoga Studio (hereinafter the "GRANTEE").

WHEREAS, the Mayor and City Council desire to increase the number of business start-ups owned by minorities, women and persons with disabilities and/or also encourage businesses to reuse vacant spaces on the south side (south of Main St) of Galesburg; and

WHEREAS, the Mayor and City Council of the CITY approved the Business Collateral Assistance Program, Business Startup Assistance Program and Southside Occupancy Assistance Program (hereinafter the "PROGRAM") at their February 21, 2022 meeting to aid businesses with certain qualifying expenses; and

WHEREAS, the GRANTEE is the owner of a qualifying business located within the CITY and has applied for a grant(s) through the PROGRAM, and the CITY has approved such application(s).

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Grant Amount. Upon the execution of this Agreement, the CITY shall cause the disbursement of proceeds in an amount not to exceed \$5,000 for the Startup Assistance Program and \$7,380 for the Southside Occupancy Assistance Program (the "GRANT"), except for the rent subsidy incentive which is on a reimbursement basis after GRANTEE provides proof of payment per the PROGRAM.

Section 2. Grant Requirements. GRANTEE agrees that it shall utilize the GRANT solely for purposes in connection with the business located at 113 S Cherry St., Galesburg, IL 61401, Parcel Identification Number 99-15-230-001 and as 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. 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.

Section 3. Representations of GRANTEE. In connection with the GRANT, the GRANTEE represents and warrants that:

- a. It operates as a business enterprise or organization lawfully conducting business in Illinois; and
- b. The business, including all owners with at least 10% ownership, is/are in good standing with the CITY and the State of Illinois (i.e., no outstanding fines or fees, no tax delinquencies, food/beverage tax and/or hotel/motel tax paid to date, and possess all required licenses); and
- c. Provide proof of job creation to CITY via a payroll report within two years of the EFFECTIVE DATE; and
- d. Financial records must be kept for inspection and/or audit for a period of two years after the EFFECTIVE DATE. 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; and
- e. Guarantee the repayment of funds in the event of default.

Section 4. CITY not liable. The parties agree that the CITY is not herein entering into any contract or agreement with any vendors or contractors for the purchase of any goods or services under the PROGRAM. The parties also agree that the CITY is not in any manner providing any warranties or other assurances about the quality or suitability of any goods or services provided to the GRANTEE for under the PROGRAM. The parties agree further that GRANTEE shall hold the CITY harmless for any damages to persons or property that may occur during or in any manner arising from the PROGRAM.

Section 5. Default. If the CITY determines that any funds have been disbursed for ineligible activities, in violation of the terms of this Agreement, the CITY shall provide written notice of said violation to the GRANTEE. The CITY shall be entitled to terminate this Agreement within five days of said written notice. GRANTEE shall, within 30 days of a written demand made by the CITY, reimburse the CITY for all funds disbursed for said ineligible costs.

The CITY may, at its option, continue further disbursements pursuant to this Agreement after any disbursement for any ineligible activities if the GRANTEE reimburses the CITY for the improper disbursements, or otherwise cures the violation to the CITY's satisfaction.

If the GRANTEE fails to fulfill the obligations specified under Section 3 the City shall provide written notice of default to the GRANTEE, and the GRANTEE shall, within 30 days of a written demand made by the City, reimburse the CITY for all funds provided under this agreement.

In the event the GRANTEE should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the GRANTEE herein contained the GRANTEE agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6. Notices. Required notices, as provided herein, shall be mailed by first class mail, and shall be deemed served on the party in question on the date of mailing. Said notices shall be addressed to the pertinent party at addresses listed below.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF GALESBURG, an Illinois
municipal corporation,

Grantee (The Lavender Lotus Yoga Shop)

By: _____
Peter Schwartzman, Mayor

By: _____
Michelle Johnson, Owner

Attest: _____
Kelli Bennewitz, City Clerk

Address: 55 W. Tompkins St
Galesburg, IL 61401

Address: 1072 Bateman St
Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Minority and/or Woman owned Business Startup Assistance Program for GYANN, LLC d/b/a Galesburg Selfie Museum.

SUMMARY RECOMMENDATION: The KCAP Review Committee has recommended the approval of a \$10,000 Startup grant. The City Manager and Director of Community Development concur with this recommendation.

BACKGROUND: City Council approved new business incentive programs during their February 21, 2022 meeting. The intent of the programs was to increase minority and/or women owned businesses. The Galesburg Selfie Museum is proposing to lease space at 149 N Broad St. to operate the business. The business will offer spaces with various decorative themes (seasonal and everyday life celebrations) whereby users can rent the space and take their own photos for family or corporate events.

Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. In addition to the owner, the business is projecting to hire 2 part-time employees in the first year and 3 full-time employees within 2 years.

BUDGET IMPACT: If approved, the Startup Assistance grant will be paid from the Planning Fund (054).

SUPPORTING DOCUMENTS:

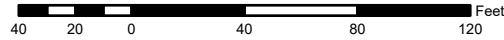
1. Aerial map
2. Correspondence from Knox County Area Partnership, with grant review committee recommendation dated November 28, 2022.
3. Grant Agreement



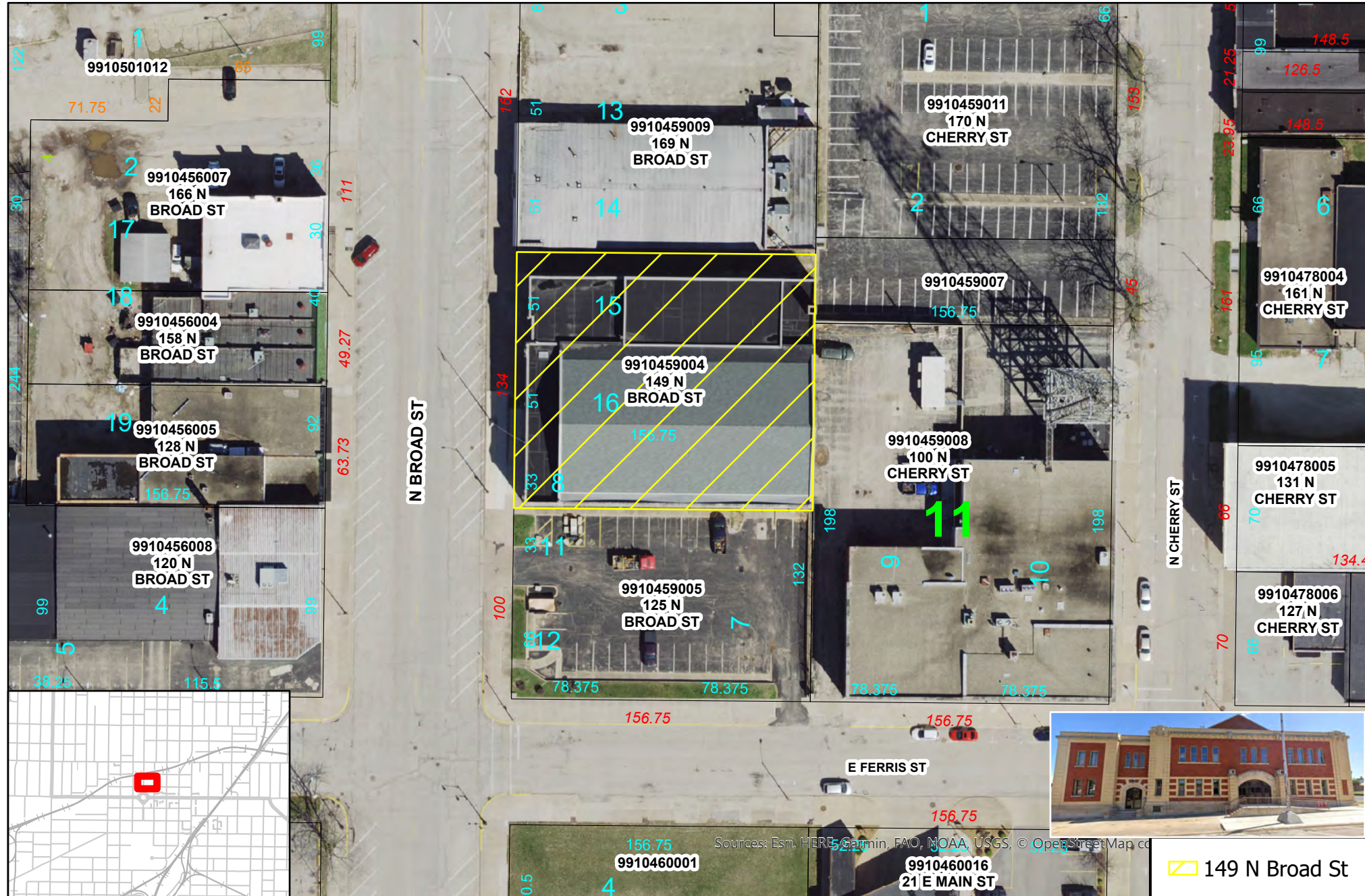
Community Development Department
Operating Under Council-Manager Government Since 1957

149 N Broad St

Galesburg Selfie Museum



[Back to Agenda](#)



November 23, 2022



**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**

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

November 28th, 2022

Honorable Members of the Galesburg City Council,

This letter is a formal recommendation for a new business called the Galesburg Selfie Museum to receive support from the newly-created City ARPA funding programs. The project described below was reviewed by the KCAP Grant Review Committee on Wednesday, November 23rd, 2022 and it received a recommendation from the Committee for funding.

The Galesburg Selfie Museum is a new business being brought forward by Gorette Kupa and Yannick Kapita who are both local residents. The business will be located at 149 S. Broad St in Galesburg. The Selfie Museum is a destination-type activity where patrons pay admission to a facility that hosts a number of staged sets. The patrons can then take fun selfie photos with their friends in these sets. Admission will be charged hourly. This is a business model that is starting to show up in larger cities and is an activity for young people, parties and other groups. Gorette is applying for \$10,000 from the Women/Minority Startup Assistance Program.

The Knox County Area Partnership for Economic Development convened the Grant Review Committee to review Gorette's application on Wednesday, November 23rd and members of the Committee were provided with complete business plans, financials and other informational items to aid in their consideration. The Committee consists of area commercial bankers, a small business owner and City staff. For this project, the Committee consisted of:

- Zach Maher, First Mid-Illinois Bank and Trust
- Lance Oetting, Midwest Bank
- Mike Holloway, F&M Bank (abstained from voting)
- Brad Clark, Tompkins State Bank
- Galesburg City Manager Gerald Smith
- Pippi Ardennia, small business owner
- Steve Gugliotta, City of Galesburg
- Ken Springer, Knox County Area Partnership for Economic Development

By design, the Committee involves experienced commercial lenders with years of experience in credit analysis and individuals who have experience running small business. We feel that this expertise gives an added level of safety to the City when making granting decisions.

In conclusion, the Committee voted to recommend to the Galesburg City Council that this grant application be given final approval. The Committee felt that the risk profile for this request was appropriate for the intent of the program and that the recipient met all of the application requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer", is written over a light blue horizontal line.

Ken Springer, President

The Knox County Area Partnership for Economic Development

GALESBURG ASSISTANCE PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 (the "EFFECTIVE DATE"), by and between the City of Galesburg, an Illinois municipal corporation (hereinafter referred to as "CITY"), and GYANN, LLC, d/b/a Galesburg Selfie Museum (hereinafter the "GRANTEE").

WHEREAS, the Mayor and City Council desire to increase the number of business start-ups owned by minorities, women and persons with disabilities and/or also encourage businesses to reuse vacant spaces on the south side (south of Main St) of Galesburg; and

WHEREAS, the Mayor and City Council of the CITY approved the Business Collateral Assistance Program, Business Startup Assistance Program and Southside Occupancy Assistance Program (hereinafter the "PROGRAM") at their February 21, 2022 meeting to aid businesses with certain qualifying expenses; and

WHEREAS, the GRANTEE is the owner of a qualifying business located within the CITY and has applied for a grant(s) through the PROGRAM, and the CITY has approved such application(s).

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Grant Amount. Upon the execution of this Agreement, the CITY shall cause the disbursement of proceeds in an amount not to exceed \$10,000 for the Startup Assistance Program (the "GRANT").

Section 2. Grant Requirements. GRANTEE agrees that it shall utilize the GRANT solely for purposes in connection with the business located at 149 N Broad St., Galesburg, IL 61401, Parcel Identification Number 99-10-459-004 and as 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. 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.

Section 3. Representations of GRANTEE. In connection with the GRANT, the GRANTEE represents and warrants that:

- a. It operates as a business enterprise or organization lawfully conducting business in Illinois; and
- b. The business, including all owners with at least 10% ownership, is/are in good standing with the CITY and the State of Illinois (i.e., no outstanding fines or fees, no tax delinquencies, food/beverage tax and/or hotel/motel tax paid to date, and possess all required licenses); and
- c. Provide proof of job creation to CITY via a payroll report within two years of the EFFECTIVE DATE; and
- d. Financial records must be kept for inspection and/or audit for a period of two years after the EFFECTIVE DATE. 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; and
- e. Guarantee the repayment of funds in the event of default.

Section 4. CITY not liable. The parties agree that the CITY is not herein entering into any contract or agreement with any vendors or contractors for the purchase of any goods or services under the PROGRAM. The

parties also agree that the CITY is not in any manner providing any warranties or other assurances about the quality or suitability of any goods or services provided to the GRANTEE for under the PROGRAM. The parties agree further that GRANTEE shall hold the CITY harmless for any damages to persons or property that may occur during or in any manner arising from the PROGRAM.

Section 5. Default. If the CITY determines that any funds have been disbursed for ineligible activities, in violation of the terms of this Agreement, the CITY shall provide written notice of said violation to the GRANTEE. The CITY shall be entitled to terminate this Agreement within five days of said written notice. GRANTEE shall, within 30 days of a written demand made by the CITY, reimburse the CITY for all funds disbursed for said ineligible costs.

The CITY may, at its option, continue further disbursements pursuant to this Agreement after any disbursement for any ineligible activities if the GRANTEE reimburses the CITY for the improper disbursements, or otherwise cures the violation to the CITY's satisfaction.

If the GRANTEE fails to fulfill the obligations specified under Section 3 the City shall provide written notice of default to the GRANTEE, and the GRANTEE shall, within 30 days of a written demand made by the City, reimburse the CITY for all funds provided under this agreement.

In the event the GRANTEE should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the GRANTEE herein contained the GRANTEE agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6. Notices. Required notices, as provided herein, shall be mailed by first class mail, and shall be deemed served on the party in question on the date of mailing. Said notices shall be addressed to the pertinent party at addresses listed below.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF GALESBURG, an Illinois
municipal corporation,

Grantee (GYANN, LLC)

By: _____
Peter Schwartzman, Mayor

By: _____
Gorette Kupa, Owner

Attest: _____
Kelli Bennewitz, City Clerk

Address: 55 W. Tompkins St
Galesburg, IL 61401

Address: 490 S Soangetaha Rd, Apt 33
Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Minority and/or Woman owned Business Startup Assistance Program for Malley Foods, LLC d/b/a Malley Farms.

SUMMARY RECOMMENDATION: The KCAP Review Committee has recommended the approval of a \$10,000 Startup grant. The City Manager and Director of Community Development concur with this recommendation.

BACKGROUND: City Council approved new business incentive programs during their February 21, 2022 meeting. The intent of the programs was to increase minority and/or women owned businesses. Malley Farms is proposing to lease space at 54 S Seminary St. to operate the business. The business is a specialty food producer of small batch canning products including jams, jellies, fruit butters, sauces, condiments, and pickled vegetables. Their focus is on using all-natural ingredients. The leased space will have a kitchen area as well as retail space and provide the opportunity to produce additional product to grow national sales opportunities through their internet store.

Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. In addition to the owner, the business is projecting to hire 2-4 part-time employees in the first two years.

BUDGET IMPACT: If approved, the Startup Assistance grant will be paid from the Planning Fund (054).

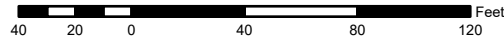
SUPPORTING DOCUMENTS:

1. Aerial map
2. Correspondence from Knox County Area Partnership, with grant review committee recommendation dated November 28, 2022.
3. Grant Agreement

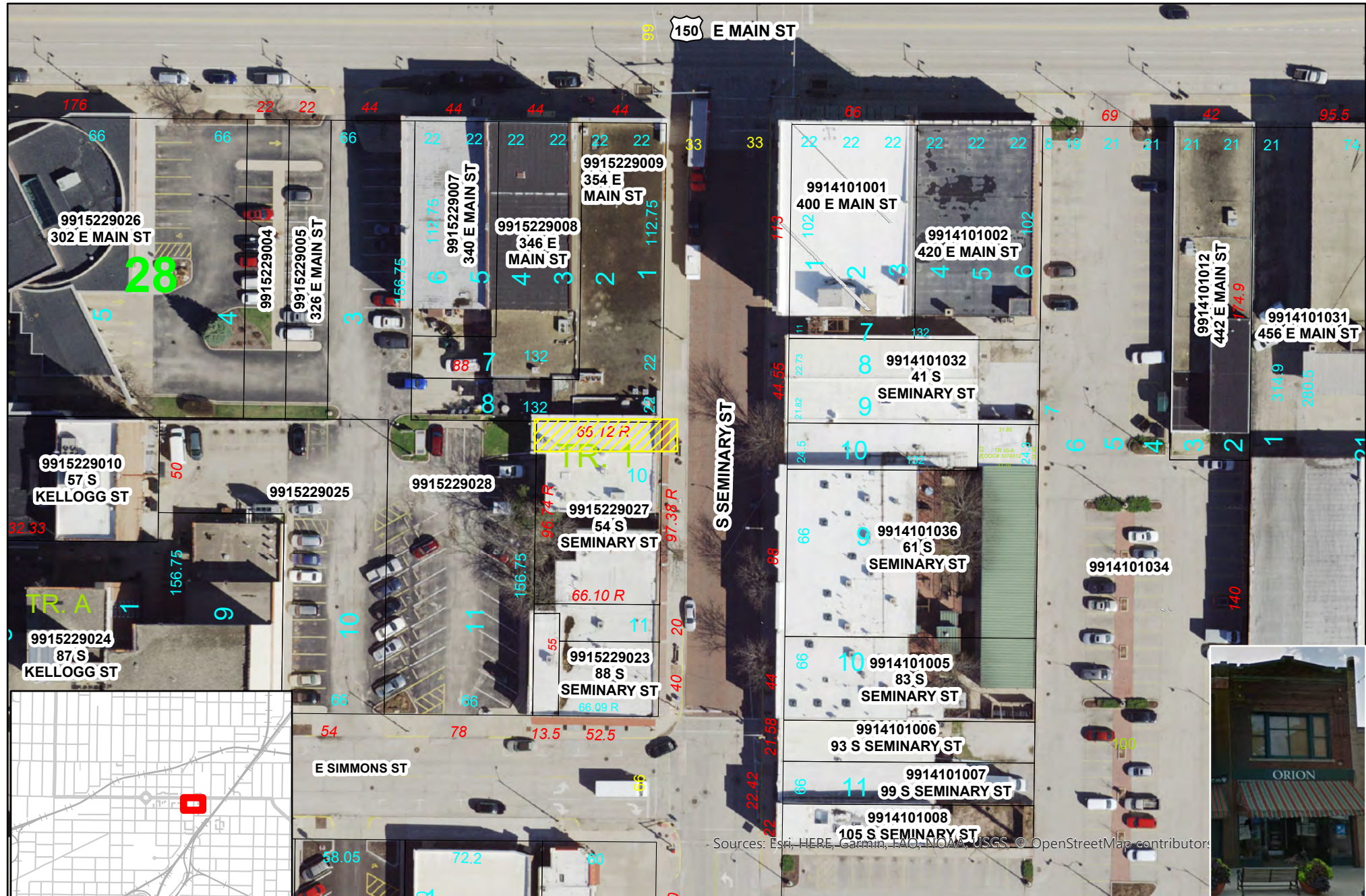


Community Development Department
Operating Under Council-Manager Government Since 1957

54 S Seminary St Malley Foods, LLC



[Back to Agenda](#)



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors



**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**

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

November 28th, 2022

Honorable Members of the Galesburg City Council,

This letter is a formal recommendation for a new venture called Malley Foods, LLC to receive support from the newly-created City ARPA funding programs. The project described below was reviewed by the KCAP Grant Review Committee on Wednesday, November 23rd, 2022 and it received a recommendation from the Committee for funding.

Malley Foods, LLC represents the scaling up of a former hobby business into a full-time commercial and retail operation. Nicole Malley started Malley Foods as a cottage-industry food business, producing jams and jellies for sale at regional farmers markets. The intent is to now take the business full-time with a dedicated production and retail space located in the South Seminary St. retail corridor. Nikki is requesting \$10,000 from the Women/Minority Startup Assistance Program. The new operation will feature a production kitchen and then a small dedicated retail space to sell Malley Foods products to the public. Nikki provided the Grant Review Committee with a very detailed business plan, financials and marketing information for the new business.

The Knox County Area Partnership for Economic Development convened the Grant Review Committee to review Nikki's application on Wednesday, November 23rd and members of the Committee were provided with complete business plans, financials and other informational items to aid in their consideration. The Committee consists of area commercial bankers, a small business owner and City staff. For this project, the Committee consisted of:

- Zach Maher, First Mid-Illinois Bank and Trust
- Lance Oetting, Midwest Bank
- Mike Holloway, F&M Bank (abstained from voting)
- Brad Clark, Tompkins State Bank
- Galesburg City Manager Gerald Smith
- Pippi Ardennia, small business owner
- Steve Gugliotta, City of Galesburg
- Ken Springer, Knox County Area Partnership for Economic Development

By design, the Committee involves experienced commercial lenders with years of experience in credit analysis and individuals who have experience running small business. We feel that this expertise gives an added level of safety to the City when making granting decisions.

In conclusion, the Committee voted to recommend to the Galesburg City Council that this grant application be given final approval. The Committee felt that the risk profile for this request was appropriate for the intent of the program and that the recipient met all of the application requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer".

Ken Springer, President

The Knox County Area Partnership for Economic Development

GALESBURG ASSISTANCE PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 (the "EFFECTIVE DATE"), by and between the City of Galesburg, an Illinois municipal corporation (hereinafter referred to as "CITY"), and Malley Foods, LLC, d/b/a Malley Farms (hereinafter the "GRANTEE").

WHEREAS, the Mayor and City Council desire to increase the number of business start-ups owned by minorities, women and persons with disabilities and/or also encourage businesses to reuse vacant spaces on the south side (south of Main St) of Galesburg; and

WHEREAS, the Mayor and City Council of the CITY approved the Business Collateral Assistance Program, Business Startup Assistance Program and Southside Occupancy Assistance Program (hereinafter the "PROGRAM") at their February 21, 2022 meeting to aid businesses with certain qualifying expenses; and

WHEREAS, the GRANTEE is the owner of a qualifying business located within the CITY and has applied for a grant(s) through the PROGRAM, and the CITY has approved such application(s).

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Grant Amount. Upon the execution of this Agreement, the CITY shall cause the disbursement of proceeds in an amount not to exceed \$10,000 for the Startup Assistance Program (the "GRANT").

Section 2. Grant Requirements. GRANTEE agrees that it shall utilize the GRANT solely for purposes in connection with the business located at 54 S Seminary St., Galesburg, IL 61401, Parcel Identification Number 99-15-229-027 and as 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. 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.

Section 3. Representations of GRANTEE. In connection with the GRANT, the GRANTEE represents and warrants that:

- a. It operates as a business enterprise or organization lawfully conducting business in Illinois; and
- b. The business, including all owners with at least 10% ownership, is/are in good standing with the CITY and the State of Illinois (i.e., no outstanding fines or fees, no tax delinquencies, food/beverage tax and/or hotel/motel tax paid to date, and possess all required licenses); and
- c. Provide proof of job creation to CITY via a payroll report within two years of the EFFECTIVE DATE; and
- d. Financial records must be kept for inspection and/or audit for a period of two years after the EFFECTIVE DATE. 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; and
- e. Guarantee the repayment of funds in the event of default.

Section 4. CITY not liable. The parties agree that the CITY is not herein entering into any contract or agreement with any vendors or contractors for the purchase of any goods or services under the PROGRAM. The

parties also agree that the CITY is not in any manner providing any warranties or other assurances about the quality or suitability of any goods or services provided to the GRANTEE for under the PROGRAM. The parties agree further that GRANTEE shall hold the CITY harmless for any damages to persons or property that may occur during or in any manner arising from the PROGRAM.

Section 5. Default. If the CITY determines that any funds have been disbursed for ineligible activities, in violation of the terms of this Agreement, the CITY shall provide written notice of said violation to the GRANTEE. The CITY shall be entitled to terminate this Agreement within five days of said written notice. GRANTEE shall, within 30 days of a written demand made by the CITY, reimburse the CITY for all funds disbursed for said ineligible costs.

The CITY may, at its option, continue further disbursements pursuant to this Agreement after any disbursement for any ineligible activities if the GRANTEE reimburses the CITY for the improper disbursements, or otherwise cures the violation to the CITY's satisfaction.

If the GRANTEE fails to fulfill the obligations specified under Section 3 the City shall provide written notice of default to the GRANTEE, and the GRANTEE shall, within 30 days of a written demand made by the City, reimburse the CITY for all funds provided under this agreement.

In the event the GRANTEE should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the GRANTEE herein contained the GRANTEE agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6. Notices. Required notices, as provided herein, shall be mailed by first class mail, and shall be deemed served on the party in question on the date of mailing. Said notices shall be addressed to the pertinent party at addresses listed below.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF GALESBURG, an Illinois
municipal corporation,

Grantee (Malley Foods, LLC)

By: _____
Peter Schwartzman, Mayor

By: _____
Nicole Malley, Owner

Attest: _____
Kelli Bennewitz, City Clerk

Address: 55 W. Tompkins St
Galesburg, IL 61401

Address: 1827 Knox Rd 100 E
Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Grant Agreement between the City of Galesburg and the Knox County Housing Authority.

SUMMARY RECOMMENDATION: The City Manager recommends the City Council approve a grant agreement with the Knox County Housing Authority in an amount not to exceed \$76,000.

BACKGROUND: In partnership with the City of Galesburg and the Salvation Army, the Knox County Housing Authority proposes to operate a winter warming shelter. Through this collaborative alliance, the shelter will provide low-barrier access to a warm and safe overnight place and provide referrals and connections to additional housing and supportive resources for those in need. The anticipated dates of operation will be December 12, 2022 through March 31, 2023 and it will operate seven days a week, from 6:00 pm to 7:00 am.

The Grant Agreement is attached for review and includes Attachment A – Project Scope and Attachment B – Project Budget. Expenses covered include estimated costs for day-to-day staffing, operation and administration of the shelter.

BUDGET IMPACT: There are sufficient funds available in the Planning Fund.

SUPPORTING DOCUMENTS:

1. Grant Agreement

GRANT AGREEMENT

This Agreement is made and entered into by and between the City of Galesburg (“City”) an Illinois home rule municipal corporation, located in Knox County Illinois, and Knox County Housing Authority, a unit of county government (“Grant Recipient”);

WHEREAS, Knox County Housing Authority is adept in dealing with the issues of homelessness; and

WHEREAS, the City of Galesburg would like to provide assistance to Knox County Housing Authority to addresses homelessness in Galesburg; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until; the Grant Recipient has completed and is in compliance with all the requirements of this Agreement

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

1.0 **Definitions.** The following terms are given the stated meaning:

1.1 **City** means the City of Galesburg, an Illinois home rule municipal corporation, located in Knox County, Illinois.

1.2 **Eligible Costs.** Eligible Costs means those costs which can be audited by the City; are directly attributable to activities identified in Attachment A-Project Scope.

1.3 **Grant Award.** Grant Award means funds not to exceed \$76,000.00 awarded to the Grant Recipient

1.3.1 The Grant Award supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Grant Award.

1.3.2 The Grant Award may specify an award amount and other terms and conditions that are different from, or in addition to, those proposed in the Project Scope.

1.4 **Project.** Project means the project or activities described in Attachment A-Project Scope.

1.5 **Request for Payment.** Request for Payment means a complete request submitted, by no later than April 30, 2023, in the format specified by the City for payment of funds from a Grant Award.

1.6 **Total Award.** Total Award means the total dollar amount approved for Grant Recipient, which is a total amount not to exceed \$76,000.00.

2.0 **Reimbursement.** The following conditions apply to Requests for Payment.

2.1 No Grant Award funds will be issued without a Request for Payment.

2.2 The Grant Award is exclusive funding and will be used only for the Project.

2.3 The Grant Recipient shall prepare and submit to the City one or more Requests for Payment on a form designated by the City.

2.4 Upon satisfaction by the Recipient of the requirements of the Order, and this contract, the City will disburse funds to the Recipient for eligible costs in a total amount not to exceed the award amount authorized by the City of \$76,000.00. However, to assist Recipient with undertaking the project, upon request, the City will authorize up to \$10,000 of the total Project Award to assist in startup of the project. Recipient will be required to provide supporting documentation to show this funding was used for Eligible Costs.

2.5 Only Eligible Costs may be reimbursed. A Grant Recipient may request from the City (1) an amendment to Attachment B – Project Budget to add to or revise the list of expenses eligible for reimbursement, or (2) an amendment to Attachment A-Project Scope.

2.6 The Grant Recipient shall include a copy of an invoice (or receipt) for each Eligible Cost item for which a reimbursement is requested. For items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class that worked on the project, the dates that the work was done, and the total labor expense reported. Upon request, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, or other payroll documentation. For Eligible Cost items that do not have a transaction invoice or record and do not fall under labor expenses, the Grant Recipient shall submit a narrative description of the Eligible Cost along with any relevant documentation.

2.7 The City may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the City, is provided by the Grant Recipient.

2.8 The Grant Recipient shall submit a final Request for Payment to the City no later than April 30, 2023.

2.9 The Grant Recipient is responsible for reimbursement to the City for any disbursed Grant Award funds that are determined by the city to have been not eligible, misused or misappropriated, or not incurred by the end of the performance period. If the City determines that any provision of the Grant Award, or Agreement, has been breached by the Grant Recipient, the City may require and be entitled to reimbursement for any or all funds under the Grant Award. Any reimbursement of funds that is required by the City, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The City also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the City for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

3.0 **Audit Requirement.**

3.1 The Grant Recipient shall comply with all federal and state laws or rules related to the necessity and type of audit required for these funds.

3.2 The Grant Recipient shall provide a report on the number of individuals served at the shelter in a form agreed by the parties. This report shall identify the number of individuals served on a weekly basis by the shelter.

4.0 **Recordkeeping, Examination of Records and Facilities.** The City will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any records and files of the Grant Recipient involving transactions relating to a Grant Award.

4.1 The Grant Recipient shall retain such records and files for at least five years following final payment of the Grant Award.

4.2 The Grant Recipient shall be responsible for any charge for copies or computer printouts.

4.3 The minimum acceptable financial records for a Grant Award consist of:

4.3.1 Documentation of employee time and compensation;

4.3.2. Documentation of all equipment, materials, contracted labor, supplies and travel expenses;

4.3.3 Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope;

4.3.4 Documentation and justification of methodology used in any in-kind contributions;

4.3.5 Rationale supporting allocation of space charges;

4.3.6 Rationale and documentation of any indirect costs;

4.3.7 Documentation of agreement services and materials; and

4.3.8 Any other records that support charges to a Grant Award.

5.0 **Compliance with Law.** The Grant Recipient and its agents and representatives shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that in any manner affect or apply to the project.

6.0 **Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.

7.0 **Termination and Cancellation.** The Grant Recipient understands and agrees that the City may at a later time determine that the Grant Recipient is not in compliance with the City's grant of funds or the terms of this Agreement. In such case, the City may terminate the Grant Award. Upon termination, the Grant Recipient must return all Grant Award funds previously disbursed. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the City requesting that the City approve the termination of the Grant Award. If the City grants the request, the Grant Recipient must return all Grant Award funds previously disbursed.

8.0 **Lobbying:** Program funds may not be used to influence federal contracting or financial transactions. It is understood and agreed between the Parties that no portion of the Grant funds paid under this Agreement may be used for the purpose of obtaining additional Federal or state funds under any other law of the United States, except if authorized under that law

9.0 **Debarment & Suspension.** In executing this Agreement, Grantee affirms that it is not debarred nor suspended from receiving federally funded contracts. Grantee is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

10.0 **Non-Discrimination and Affirmative Action Requirements.** Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its operations. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to: a. Titles VI and VII of the Civil Rights Act of 1964, as amended; b. The Americans with Disabilities Act of 1990, as amended. As a condition for

receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 which includes regulations for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, employed or seeking employment the Government contractors or with contractors performing under federally assisted construction contracts.

The Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

11.0 Project Status Reports. The Grant Recipient shall submit a Project Status Report to the City on a semi-annual basis. A sample form for this status report shall be provided by the City.

12.0 Waiver. Failure or delay on the part of the City to exercise any power or righty under this Agreement shall not constitute a wavier thereof.

13.0 Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.

14.0 Governing Law, and Venue. This Agreement shall be governed by the laws of the State of Illinois. Any legal action regarding this Agreement or its provisions shall be brought in a court of competent jurisdiction in Knox County, Illinois.

CITY: CITY OF GALESBURG,
ILLINOIS
A Municipal Corporation

By:

Peter Schwartzman, Mayor

Attest:

Kelli R. Bennewitz, City Clerk

RECIPIENT: KNOX COUNTY HOUSING
AUTHORITY
A Unit of County Government

By:

President

Attest:

Secretary



BUILDING COMMUNITY, PEOPLE, AND PARTNERSHIPS

216 W. Simmons St., Galesburg, IL 61401

Telephone (309) 342-8129 ext. 1223 Fax (309) 342-7206

Email: dantoine@knoxhousing.org

Jared Hawkinson, Chairperson
Sara Robison, Vice Chairperson
Lomac Payton, Chairperson
Joseph Riley, Commissioner
LaToya Carson, Commissioner
Dena Turner, Commissioner
Joey Range, Commissioner
Derek Antoine, Exec. Director, Secretary
Jack P. Ball, Attorney

Tuesday, November 29, 2022
10:12 AM

Gerald Smith, City Manager
City of Galesburg, Illinois
55 West Tompkins Street
Galesburg, IL 61401

Operation of Warming Shelter (Site TBD) – Winter 2022/2023

In partnership with the City of Galesburg, Illinois, and the Salvation Army, the Knox County Housing Authority proposes to operate a Winter Warming Shelter at a specific site to be later determined, located in Galesburg, Illinois. The mission of the Warming Shelter is to save lives, link resources, and encourage dignity through low-barrier access to a warm safe place for those in need. Through this collaborative alliance, we shall provide seasonal, low-barrier, unbiased access to night shelter services regardless of personal barriers to housing security and provide referrals and connections to additional housing and supportive resources.

This letter serves as the statement of work and the program scope for operation of the Warming Shelter. To summarize, each entity would carry the following responsibilities:

- City of Galesburg – Funding for staffing and operation expenses
- Salvation Army – Day-to-day operation of the center and direction of employees
- Knox County Housing Authority – grant recipient (funding disbursement and reimbursement), shelter administration, hiring center staff, project accounting; lessee of the selected property/site/location

Contact staff for shelter operations is as follows:

- Derek Antoine, Executive Director, Knox County Housing Authority – dantoine@knoxhousing.org
 - Administration, oversight of day-to-day shelter operations, staffing, accounting
- Cheryl Lefler, Assistant Director, Knox County Housing Authority – clefler@knoxhousing.org
 - Administration, oversight of day-to-day shelter operations, staffing, accounting
- Lee Lofing, Financial Manager, Knox County Housing Authority – llofing@knoxhousing.org
 - Program accounting and reporting
- Kim Sibley, Participant Engagement Manager, Knox County Housing Authority – kbrannonsibley@knoxhousing.org
 - Client resource engagement

- Brandi Watkins, Property Manager, Knox County Housing Authority – bwatkins@knoxhousing.org
 - Coordination and supervision of daytime warming centers, Moon Towers
- Ashley Larimer, Property Manager, Knox County Housing Authority – alarimer@knoxhousing.org
 - Coordination and supervision of daytime warming centers, Family Sites
- Meghan Templeton, Director of Operations, The Salvation Army – Meghan.Templeton@usc.salvationarmy.org
 - Day-to-day operations of the center, direction of employees, client services

As stated in the general summary, Salvation Army staff is proposed to have the day-to-day responsibility for operating the shelter, to include:

- Staffing – scheduling, tracking hours, reporting payroll, and associated recordkeeping
- Opening/closing/upkeep of the shelter
- Client eligibility, intake, and placement
- Activity tracking and reporting
- Meal/food service

The Knox County Housing Authority responsibilities are proposed as follows:

- Grantee of program funding
- Lessee of lessee of the selected property/site/location
- Selection, assignment, training, associated recordkeeping, and termination of shelter staff (in conjunction with the Salvation Army)
- Initial expenditure of funds for program eligible expense
- Providing operational supplies
- Accounting and fiscal recordkeeping

The City of Galesburg is proposed to have the following responsibilities:

- Grantor of program funding
- Owner/Lessor of the selected property/site/location
- Full fund reimbursement/disbursement to the KCHA for eligible shelter expenses
- Program oversight

The shelter shall operate seven (7) days a week, daily from 6:00 PM to 7:00 AM, including holidays. The target date for opening the shelter is December 12, 2022, dependent on staffing availability. The shelter will cease operations on March 31, 2023.

It is proposed that a budget not to exceed \$76,000.00 be approved for operations. This includes realistic estimates for the day-to-day staffing, operation, and administration of the shelter. Spending is forecasted based on previous year expenditures and current cost of services and commodities.

Expenditure of funds shall be approved only for allowable, eligible, and reasonable expenses deemed necessary to efficiently run the shelter in a safe manner.

The following tables represent forecasted expenditures for the winter 2022/2023 season:

Staff	Projected					Medicare	SS	State UC	Total EE	Total Wages
	Hours	Pays	Hrly Rate	Per Payroll	Annual Wages	1.45%	6.200%	0.725%	Benefits	& Benefits
Manager	60	6.5	\$ 18.00	\$ 1,080.00	\$ 7,020.00	\$ 101.79	\$ 435.24	\$ 92.37	\$ 629.40	\$7,649.40
Staff #2	40	6.5	\$ 14.00	\$ 560.00	\$ 3,640.00	\$ 52.78	\$ 225.68	\$ 92.37	\$ 370.83	\$4,010.83
Staff #3	40	6.5	\$ 14.00	\$ 560.00	\$ 3,640.00	\$ 52.78	\$ 225.68	\$ 92.37	\$ 370.83	\$4,010.83
Staff #4	40	6.5	\$ 14.00	\$ 560.00	\$ 3,640.00	\$ 52.78	\$ 225.68	\$ 92.37	\$ 370.83	\$4,010.83
Staff #5	40	6.5	\$ 14.00	\$ 560.00	\$ 3,640.00	\$ 52.78	\$ 225.68	\$ 92.37	\$ 370.83	\$4,010.83
Staff #6	40	6.5	\$ 14.00	\$ 560.00	\$ 3,640.00	\$ 52.78	\$ 225.68	\$ 92.37	\$ 370.83	\$4,010.83
Staff #7	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
Staff #8	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
Staff #9	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
Staff #10	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
Staff #11	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
Staff #12	40	6.5	\$ 16.00	\$ 640.00	\$ 4,160.00	\$ 60.32	\$ 257.92	\$ 92.37	\$ 410.61	\$4,570.61
					\$ 7,720.00	\$ 50,180.00	\$ 727.61	\$3,111.16	\$1,108.38	\$4,947.15
										\$55,127.15

Janitorial	Unit/Case	Unit Cost	Qty.	Extension
HDQ Neutral	Gallon/Case - 4	\$ 68.12	1	\$ 68.12
Tough Duty	Quart/Case - 12	\$ 40.68	2	\$ 81.36
Paper Towels	Roll/Case - 30	\$ 38.48	2	\$ 76.96
Laundry	Weekly	\$ 25.00	15	\$ 375.00

\$ 601.44

PPE	Unit/Case	Unit Cost	Qty.	Extension
Masks	Single/Box - 50	\$ 8.60	40	\$ 344.00
Gloves	Single/Box - 50	\$ 8.60	6	\$ 51.60
Cot covers	Single/Case - 100	\$ 225.00	3	\$ 675.00
Hand Sanitizer	2 Liter/Case - 4	\$ 92.27	1	\$ 92.27
Pillows	Single/Case - 50	\$ 72.00	1	\$ 72.00

\$ 1,234.87

Warming Shelter Expenses

PPE	\$ 1,235.00
Blankets/Bedding	\$ 1,000.00
Snacks/Drinks	\$ 3,000.00
Janitorial	\$ 602.00
Administrative	\$ 8,000.00
Shelter Mgr.	\$ 7,700.00
1st Shift Staff	\$ 20,000.00
2nd Shift Staff	\$ 27,500.00
Hotels (Families)	\$ 4,500.00
Contingency	\$ 2,000.00
	\$ 75,537.00

A Warming Shelter is just the “tip of the iceberg” as it pertains to client services. While a warm and safe space to sleep at night is critical to life safety, there are underlying issues that are often disregarded. Any program addressing homelessness in our community would also need to provide focus for ongoing supportive services for our clients. Substance abuse, poor mental health, and housing and food insecurity are just a few of the underlying causes of homelessness the shelter shall seek to address. As the program begins, we’ll look to collaborate with community partners such as The United Way, Shirley Chu, Bridgeway, Recovery Oriented System of Care (ROSC) Council, Community Hygiene Pantry, Safe Harbor, various hotels, and others. This will be an ongoing focus – connection of clients to services that support recovery, housing security, food and nutritional stability, and mental health.

Additionally, the Knox County Housing Authority will offer its community spaces as daytime warming centers, with hours of operation from 8:00 AM until 4:30 PM, Monday through Friday, or while site staff is present. The following locations are proposed:

- Moon Towers – 255 West Tompkins Street, Galesburg, IL 61401
- Family Sites
 - 480 Iowa Avenue, Galesburg, IL 61401
 - 1598 McKnight Street, Galesburg, IL 61401
 - 1064 West South Street, Galesburg, IL 61401

Think back to a time in your life when you were cold. Not just chilly, or a little cold - but to cold your bones, cold to your core. Now imagine being unsheltered and homeless, and being THAT cold 24/7, every day and every night. So cold that your safety is jeopardized. So cold that you could die. Let's be very clear - as the winter months approach, this is a crisis for our community. When inclement winter weather arrives, the unsheltered homeless will need somewhere to go. This is necessary. For the sake of human dignity, safety, and survival.

Should you require further documentation or clarification, please do not hesitate to ask.

Respectfully,



Derek Antoine
Executive Director
Knox County Housing Authority

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Consider appeal of Overall Code Review Commissions decision to deny a variance of Section 902.28 of the International Building Code and the International Fire Code regarding fire sprinkler requirements in a R3 occupancy.

SUMMARY RECOMMENDATION: The Overall Code Review Commission reviewed the variance request during their Tuesday, November 29, 2022, meeting. The applicant's request was for a temporary variance of the sprinkler requirement through March 31, 2022. On a vote of seven ayes (Members Feely, Swanson, Sugden, Groom, Benbow, Shultz, and Basham), zero nays and zero abstentions the Commission denied the variance request.

BACKGROUND: The building located at 1000 Monmouth Blvd was previously an automotive retail store. The property owner is proposing to use a portion of the building as a temporary warming shelter. This would be a change of occupancy from M to R3.

The 2012 International Building Code (IBC), and the 2012 International Fire Code (IFC) require the installation of a fire sprinkler system for all R3 building occupancies. The type of sprinkler system can vary depending on the number of occupants.

A congregate living facility with fewer than 16 occupants can install an NFPA 13D sprinkler system. If greater than 16 occupants a NFPA 13 system would be required. The NFPA 13D system can be a surface mounted system and would be a cost savings to the owner.

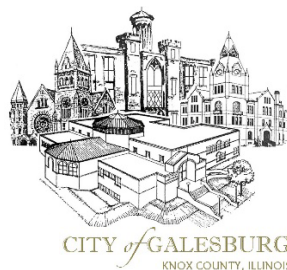
The Overall Code Review members discussed the fact that no such variance has been approved by the commission in the past. It was the Commission's opinion that the safety concerns outweighed the financial concerns.

City ordinance provides for the option of an appeal of the commission's decision to be considered by city council. The council may, at its discretion, uphold, overturn, or amend any action taken by the commission.

BUDGET IMPACT: There would be no impact upon the budget.

SUPPORTING DOCUMENTS:

1. Notice from property owner requesting appeal.
2. Overall Code Review Application form.
3. Draft minutes of the November 29, 2022, Overall Code Review Commission meeting.



COMMUNITY DEVELOPMENT DEPARTMENT OVERALL CODE REVIEW COMMISSION

APPLICATION FOR MODIFICATION OF BUILDING, ELECTRICAL, FIRE PREVENTION, HEATING,
PLUMBING, AND HOUSING CODES

INSTRUCTIONS

- 1) Complete all blanks on the application and return to the Community Development Department, City of Galesburg, 55 W. Tompkins St., P.O. Box 1387, Galesburg, IL. 61402
- 2) A \$75.00 filing fee must be paid at the time the petition is submitted. Make checks payable to "City of Galesburg". The filing fee is non-refundable no matter what the outcome.
- 3) Attachments such as site plans, building layouts or elevations, etc. are required when applicable. This information helps to provide accurate and sufficient information for consideration by the Overall Code Review Commission.
- 4) The petitioner (s) or representative (s) should be present at the public hearing held before the Commission.
- 5) It is understood that only those points specifically mentioned are affected by action taken on this appeal.
- 6) Any decision made by the Overall Code Review Commission may be appealed. A written notice of appeal must be filed with the Community Development Department within fifteen (15) days following the decision of the Overall Code Review Commission. The request for appeal will be forwarded to the City Council for their review.

Overall Code Review Commission

January – December 2022

Application Deadline	Meeting Date
1/3/2022	1/13/2022
2/1/2022	2/10/2022
3/1/2022	3/10/2022
4/4/2022	04/14/2022
5/2/2022	5/12/2022
5/30/2022	6/9/2022
7/4/2022	7/14/2022
8/1/2022	8/11/2022
8/29/2022	9/8/2022
10/3/2022	10/13/2022
11/1/2022	11/10/2022
11/28/2022	12/8/2022

NOTICE OF APPEAL FOR MODIFICATION OF BUILDING,
ELECTRICAL, FIRE PREVENTION, HEATING, PLUMBING, AND
HOUSING CODES



APPLICATION

Address: 510 N Kellogg Date of Filing: Nov 23, 2022

Legal Description: Gales 1st ADDN Lots 6 & 7 BLK Dor 09-48-4

Petitioner's Name: Salvation Army

Petitioner's Address: 401 N E Adams Peoria
IL 61603

Petitioner's Signature: _____ Phone No: 342-9168

What is Specific Ordinance/Construction

Code Modification desired: _____

The petitioner is requesting a variance of the 2012 IBC, and 2012 IFC Section 902.28
Group R. Which states: An automatic sprinkler system installed in accordance with section
903.3 shall be provided through out all buildings with a Group R fire area.

Why is it not practical to comply with the

Ordinance/Construction Code: _____

This is a temporary use and is intended to run through March of 2023 as a warming shelter.

Public Hearing:

The hearing on this appeal has been scheduled for 5:30 P.M. in the Curtis H. Erickson
Conference Room of the Galesburg City Hall on November 29, 2022.

MINUTES
OVERALL CODE REVIEW COMMISSION MEETING
ERICKSON CONFERENCE ROOM
Tuesday, November 29, 2022 at 5:30 p.m.

MEMBERS PRESENT: Brian Benbow, Cody Basham, Jay Feely, Mike Groom, Jeremy Schultz, Dale Sugden, Ken Swanson, Rob Benedict, 8
MEMBERS ABSENT: NONE
OTHERS PRESENT: Eric Heiden (Code compliance Supervisor), Steve Gugliotta (Community Development Director), Randy Hovind (Fire Chief), Dwight White (4th Ward Alderman), Jaclyn Smith-Esters (5th Ward Alderman), Rory Speidel (City Building Inspector), Gerald Smith (City Manager).

Chairmen Benbow took Roll Call, Declared quorum present.

Approve Minutes of the March 10, 2022 meeting
Member Swanson moved to approve the minutes, seconded by member Basham.

Minutes were approved by voice vote.

OC-22-1102 Public Hearing Variance request of Section 902.28 of the International Building Code, and the International Fire Code for a building Located at 1000 Monmouth Blvd

Rob Benedict gave the commission a description of the building construction and layout. He described the additional work that would need to be done to the space in order for it to become a warming shelter. He also stated that if it was required he would not have interest in installing a sprinkler system. Member Benedict stated that he would understand a no vote as he would vote no himself.

Member Sugden raised the question of egress requirements. Director Gugliotta stated that with the sq footage of the building it would meet egress requirements.

City Manager Smith spoke about the City's need for a warming shelter, and that he was happy the city had a couple options in front of them

Chairperson Benbow seeing no further questions called for a vote.
A motion was made by Member Sugden to deny the variance, it was seconded by Member Swanson.

Roll Call #1

Aye: Feely, Benbow, Groom, Swanson, Schultz, Basham, Sugden
Nays: None.
Abstentions: Benedict

OC-22-1103 Public Hearing Variance request of Section 902.28 of the International Building Code, and the International Fire Code for a building Located at 510 N Kellogg

Eric Heiden gave the commission a description of the project. It was stated that this would be a temporary variance as Salvation Army would be seeking funding to install a sprinkler system in the future.

Jaclyn Smith-Esters spoke on behalf of Salvation Army. She state that Salvation army would also be looking to house familys at the facility. She also stated that they would be seeking grants to assist with financing the project. Smith-Esters also stated she would understand a no vote from the commission.

Chairperson Benbow seeing no further questions called for a vote.

A motion was made by Member Sugden to deny the variance, it was seconded by Member Basham.

Roll Call #1

Aye: Feely, Benbow, Groom, Swanson, Schultz, Basham, Sugden
Nays: None.
Abstentions: Benedict

There being no further business Member Benedict made a motion to adjourn, seconded by Member Sugden. The meeting was adjourned at 5:47 pm.



Eric Heiden
Acting Executive Secretary

**COUNCIL LETTER
CITY OF GALESBURG
DECEMBER 5, 2022**

AGENDA ITEM: Lease Agreement between the City of Galesburg and the Knox County Housing Authority for the use of Hawthorne Gym as a warming shelter.

SUMMARY RECOMMENDATION: The City Manager recommends the City Council approve a lease agreement with the Knox County Housing Authority for the possible use of Hawthorne Gym as a warming shelter.

BACKGROUND: In partnership with the City of Galesburg and the Salvation Army, the Knox County Housing Authority proposes to operate a winter warming shelter. Through this collaborative alliance, the shelter will provide low-barrier access to a warm and safe overnight place and provide referrals and connections to additional housing and supportive resources for those in need. The anticipated dates of operation will be December 12, 2022 through March 31, 2023 and it will operate seven days a week, from 6:00 pm to 7:00 am.

The attached lease agreement provides for the use of Hawthorne Gym as a warming center location. Contingent on if the City Council overturns the variance denial presented in item 22-4123 of this agenda, it is likely that the Salvation Army's building at 510 N. Kellogg Street will be utilized as the warming shelter location. However, as there are still unknown aspects to the cost to utilize the building at 510 N. Kellogg Street, and the timeframe in which it will be prepared to be utilized, this lease for Hawthorne Gym is also presented for approval. The lease provides for the use of Hawthorne Gym as a warming center, with the ability to terminate the lease within seven days if another facility becomes available to be utilized as a warming center. Approval of this lease would allow for the use of Hawthorne Gym as a warming shelter, if needed, until the Salvation Army building is ready to be utilized, or throughout the term of the lease if the option to utilize the Salvation Army's building does not come to fruition.

BUDGET IMPACT: The total rental rate for the lease is \$1.00 for the term of the lease.

SUPPORTING DOCUMENTS:

1. Lease agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into as of this ____ day of _____, 2021 by and between City of Galesburg (“CITY”) and Knox County Housing Authority, a unit of county government (“LESSEE”).

WHEREAS, LESSEE desires to lease a portion of the City’s property described on Exhibit “A” and commonly known as Hawthorne Gym.

WHEREAS, LESSEE shall use this portion of the City’s property to operate an emergency warming shelter; and

WHEREAS, CITY is willing to enter into such a Lease with LESSEE on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term and Use of Property.** LESSOR grants to LESSEE a non-exclusive lease commencing on the Effective Date and terminating on March 31, 2023 in the property described on Exhibit A. There shall be no holdover beyond the Lease Term unless granted by the City Council of the City of Galesburg. This shall be a non-exclusive lease to use the gym area and bathrooms. LESSEE shall not use the second floor of the premises. Additionally, LESSEE may use the office area of the building for administrative purposes, but may not allow residents to utilize this office.
2. **Rent.** The total rental rate for the Premises is \$1.00 for the Lease Term.
3. **Condition of Property.** LESSEE accepts the Premises in “as is” condition.
4. **Utilities.** LESSOR shall be responsible for all utilities at this Property.
5. **Maintenance and Janitorial.** The Parties agree to the following regarding maintenance and cleaning of the Premises.
 - A. LESSEE shall, at its cost, provide janitorial service in the Premises.
 - B. LESSOR shall be responsible for all maintenance of the Premises. However, LESSEE agrees to notify LESSOR as soon as is reasonably practical of any maintenance issues at the Premises.
4. **Improvements.** LESSEE shall make no permanent improvements or alterations to the property during this lease without the written approval of the LESSOR.
5. **Use.** LESSEE shall use the premises as an emergency warming shelter and no other purposes without written approval of the LESSOR. This shelter shall be operated in accordance with the Special Operational Rules attached as Exhibit B to this Agreement. LESSOR may modify these rules with ten (10) days written notice to the LESSEE. After this ten day period, LESEE shall be bound by these modified Special Operational Rules.

6. **Taxes.** LESSEE shall pay, when due, any tax levied against the Premises during the Term of this Lease.

7. **Sublease and Assignment.** LESSEE shall not, without the prior written consent of City, which may be withheld at City's sole discretion, voluntarily or involuntarily assign, mortgage, encumber or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof.

8. **Default.** In the event of a Default by LESSEE with respect to this Agreement, CITY shall have the right to pursue any and all legal and equitable remedies against LESSEE available under applicable law without any additional notice to LESSEE, except for termination of this Lease. CITY shall have the right to terminate this Lease in the event of a Default after providing LESSEE at least fifteen (15) days' notice of their intent to terminate the Lease.

9. **Termination.** The CITY may elect to terminate the Lease prior to the expiration of the lease term of March 31, 2023 for any of the following reasons:

- a) Default by LESSEE as detailed in Subsection 8 above.
- b) Upon at least seven (7) days' written notice of the CITY'S intent to terminate the Lease due to another facility within the city limits of Galesburg ready for operation as a warming shelter.

10. **Access to Premises**

LESSOR and its employees and agents (including law enforcement personnel) shall be granted access to the property upon request.

11. **Insurance.**

- a) LESSEE shall provide proof of comprehensive general liability insurance in an amount not less than \$1,000,000 covering bodily injury, personal injury and property damage for the property and operation of the emergency warming shelter.
- b) The City of Galesburg shall be named as an additional insured on this insurance policy and provided a copy of this coverage upon request. LESSEE shall notify LESSOR of any change, cancellation or modification of this coverage.

12. **Waiver and Indemnity.**

Except to the extent of City's willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR's governing body, employees and agents harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about the Premises during the Lease term, the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs, or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

13. **Damage and Destruction.** In the event that the Land or the Improvements are damaged or destroyed by fire or other casualty, the Term shall be deemed expired.

14. **Binding on Successors.** This Lease shall be binding on and inure to the benefit of the lawful assigns, the successors, heirs, legatees and personal representatives of the respective parties.

15. **Severability.** It is the intention of both of the parties hereto that the provisions of this Lease shall be severable in respect to a declaration of invalidity of any provision hereof. If any provision hereof is declared invalid, then this Lease shall be construed by the parties to provide for the intent of such provision in a form, which shall be valid.

16. **Waiver of Terms.** The waiver by the CITY of any breach of the terms, covenants or conditions herein shall not be deemed a waiver of any subsequent breach.

17. **Recording.** This Lease may be recorded with the Recorder of Deeds of Knox County by CITY or LESSEE.

18. **Cumulative Remedies: Illinois Law.** The rights and remedies of CITY under this Lease are cumulative and none shall exclude any other rights or remedies allowed by law or equity. This Lease is declared to be an Illinois contract, and all of its terms shall be construed according to the internal laws of the State of Illinois.

19. **Venue.** Any litigation related to the terms of this Agreement shall be conducted in the Ninth Judicial Circuit, Knox County, Illinois, which shall be the only appropriate forum for the resolution of disputes hereunder.

20. **Relationship.** CITY and LESSEE disclaim any intention to create a joint venture, partnership, agency or lender/borrower relationship.

21. **LESSEE Authorization.** LESSEE represents and warrants that this Lease has been duly authorized, executed and delivered by and on behalf of LESSEE and constitutes the valid and binding agreement of LESSEE in accordance with the terms hereof.

22. **Notices.** All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the fifth (5th) business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivered to such courier, or (d) hand delivered, in every case addressed to the party to be notified as follows:

If to CITY:

City of Galesburg Mayor
City of Galesburg
P.O. Box 1387
Galesburg, IL 61402

If to LESSEE

Knox County Housing Authority
Executive Director
216 W. Simmons Street
Galesburg, IL 61401

IN WITNESS WHEREOF, the parties hereto have executed this *Lease* and caused their respective seals to be affixed and attested thereto as of the date first written above in this *Lease*.

CITY: CITY OF GALESBURG,
ILLINOIS

A Municipal Corporation

By:

Peter Schwartzman, Mayor

Attest:

Kelli R. Bennewitz, City Clerk

LESSEE: KNOX COUNTY HOUSING
AUTHORITY

A Unit of County Government

By:

President

Attest:

Secretary

EXHIBIT A

HAWTHORNE CENTRE SUB LOT 3 BLK 2 DOR APPRVD 87/48/46

Parcel ID: 9902126003

EXHIBIT B

LESSEE must comply with the following operational rules for the warming shelter. They may make any additional rules they deem necessary for operation as long as they are not inconsistent with these rules. Failure to comply with these rules shall be an event of default by LESSEE and justification for termination of the Lease by LESSOR.

1. The hours of operation for the shelter shall be from 6:00 P.M to 7:00 A.M. each day.
2. An individual must check in before 9:00 P.M in order to utilize the shelter.
3. Once an individual has checked into the shelter that evening, they may not leave and return until the check-in period established the next day.
4. Any individual must leave the building at 7:00 A.M. the following day.
5. Individuals under eighteen (18) years of age shall not be allowed to utilize the shelter. Staff shall make all reasonable efforts to find alternative lodging for these individuals or families with children.
6. Individuals who are registered sex offenders shall not be allowed to utilize the shelter and will be redirected by Salvation Army staff to other resources due to the location of the shelter.
7. No alcohol, illegal drugs, cannabis, or dangerous weapons will be allowed on the premises.

ORDINANCE NO. _____

An ordinance appropriating for all town purposes for Township, Knox County, Illinois, for the fiscal year beginning January 1, 2023, and ending December 31, 2023.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the Town of the City of Galesburg Township, be and the same are hereby appropriated for the town purposes of the Town of the City of Galesburg Township, Knox County, Illinois, as hereinafter specified for the fiscal year beginning January 1, 2023, and ending December 31, 2023.

SECTION 2: That the following budget containing an estimate of revenues and expenditures is hereby adopted for the following funds,

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

1. General Town Fund		
Beginning Balance 1/1/2023		\$751,834.24
Revenues		
Property Tax	\$270,000.00	
Replacement Tax	\$235,000.00	
Interest Income	\$5,383.95	
Total Revenues		\$510,383.95
Total Funds Available		\$1,262,218.19
Expenditures		
Administration	\$179,224.00	
Assessor	\$318,000.00	
Total Expenditures		\$497,224.00
Ending Balance 12/31/2023		\$764,994.19
1.11 Administration		

Personnel		
Salaries	\$117,224.00	
Total		\$117,224.00
Contractual Services		
Legal & Professional Service	\$3,000.00	
Travel Expenses - Other	\$2,000.00	
Total		\$5,000.00
Commodities		
Office Supplies/Postage/Publications	\$3,500.00	
Operating Supplies		
Total		\$3,500.00
Other Expenditures		
Building - Maintenance	\$20,000.00	
Town Hall	\$17,000.00	
Miscellaneous Expense	\$500.00	
Contingencies	\$1,000.00	
Capital Outlay - Equipment	\$10,000.00	
Maintenance Agreement	\$4,000.00	
Bonds	\$1,000.00	
Total		\$53,500.00
Total Administration		\$179,224.00
1-12 Assessor		
Personnel		
Salaries	\$181,500.00	
Health Insurance	\$87,000.00	
Total		\$268,500.00
Contractual Services		
Maintenance Agreements	\$6,700.00	
Maintenance Service - Vehicle	\$3,000.00	
Travel & Training - Assessor	\$3,000.00	
Travel & Training - Office	\$5,500.00	
Legal & Professional	\$10,000.00	
Total		\$28,200.00
Commodities		

Office Supplies & Postage	\$6,500.00	
Total		\$6,500.00
Capital Outlay		
Equipment	\$10,000.00	
Vehicle		
Total		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$500.00	
Contingencies	\$4,000.00	
Other Post Employment Benefits	\$300.00	
Total		\$4,800.00
Total Assessor		\$318,000.00
Total Town Fund		\$497,224.00
11 Audit Fund		
Beginning Balance 1/1/2023		\$13,755.27
Revenues:		
Property Tax	\$22,000.00	
Interest Income	\$75.00	
Total Revenues		\$22,075.00
Total Funds Available		\$35,830.27
Contractual Services		
Accounting Service	\$20,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$20,000.00
Ending Balance 12/31/2023		\$15,830.27
12 Liability Fund		
Beginning Balance 1/1/2023		\$24,168.16
Revenues:		
Property Tax	\$8,000.00	
Interest Income	\$129.99	
Total Revenues		\$8,129.99
Total Funds Available		\$32,298.15

Expenditures		
Unemployment Insurance	\$600.00	
Worker's Compensation - Town	\$1,000.00	
Worker's Compensation - General Assistance	\$400.00	
Office Supplies	\$0.00	
Contractual Services		
Liability Insurance	\$7,000.00	
General Insurance		
Risk Management		
Total Expenditures		\$9,000.00
Ending Balance 12/31/2023		\$23,298.15
Illinois Municipal Retirement Fund		
Beginning Balance 1/1/2023		\$79,378.34
Revenues		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$484.99	
Total Revenues:		\$34,484.99
Total Funds Available		\$113,863.33
Expenditures		
Personnel		
Retirement Contribution	\$34,000.00	
Office Supplies		
Total Expenditures		\$34,000.00
Ending Balance 12/31/2023		\$79,863.33
Social Security/Medicare Fund		
Beginning Balance 1/1/2023		\$50,551.32
Revenues		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$309.99	
Total Revenues		\$34,309.99

Total Funds Available		\$84,861.31
Expenditures		
Personnel		
Social Security/Medicare	\$34,000.00	
Office Supplies	\$0.00	
Total Expenditures		\$34,000.00
Ending Balance 12/31/2023		\$50,861.31
General Assistance Fund		
Beginning Balance 1/1/2023		\$543,128.04
Revenues		
Property Tax	\$163,000.00	
Interest Income	\$4,153.53	
Other Townships	\$20,000.00	
Total Revenues		\$187,153.53
Total Funds Available		\$730,281.57
Expenditures		
15.11 Administration	\$175,800.00	
15.31 Home Relief	\$280,000.00	
Total Expenditures		\$455,800.00
Ending Balance 12/31/2023		\$274,481.57
15.11 Administration		
Personnel		
Salaries	\$130,000.00	
Health Insurance	\$22,000.00	
Total Expenditures		\$152,000.00
Contractual Services		
Professional Services - Legal	\$200.00	
Travel Expenses	\$1,000.00	
Bonds	\$0.00	
Total Expenditures		\$1,200.00
Commodities		
Maintenance Supplies-Equipment		

Maintenance Agreements	\$2,500.00	
Office Supplies & Postage	\$4,000.00	
Total Expenditures		\$6,500.00
Capital Outlay		
Equipment	\$10,000.00	
Total Expenditures		\$10,000.00
Other Expenditures		
Miscellaneous Expense	\$1,000.00	
Contingencies	\$5,000.00	
Other Post Employment Benefits	\$100.00	
Total Expenditures		\$6,100.00
Total Administration		\$175,800.00
15.31 Home Assistance		
Contractual Services		
Medical and Dental Services	\$10,000.00	
Shelter	\$65,000.00	
Utilities	\$27,500.00	
Funeral & Burial Service	\$4,000.00	
Ambulance	\$1,500.00	
Total Expenditures		\$108,000.00
Commodities		
Food	\$30,000.00	
Personal/Household Needs/Clothing	\$30,000.00	
Client Misc./Insurance/Bus Passes/Laundry	\$5,000.00	
Total Expenditures		\$65,000.00
Other Expenditures		
Assistance Transportation/Misc.	\$3,000.00	
Emergency Assistance - Rent	\$50,000.00	
Emergency Assistance - Utilities	\$50,000.00	
Emergency Assistance - Misc.	\$4,000.00	
		\$107,000.00
Total Home Relief		\$280,000.00
Total General Assistance		\$455,800.00

Section 3: That the amount appropriated for town purposed for the fiscal year beginning January 1, 2023, and ending December 31, 2023, by fund shall be as follows:

General Town Fund	\$497,224.00	
Audit Fund	\$20,000.00	
Liability Fund	\$9,000.00	
Social Security/Medicare Fund	\$34,000.00	
Illinois Municipal Retirement Fund (IMRF)	\$34,000.00	
General Assistance Fund	\$455,800.00	
Total Appropriations		\$1,050,024.00

Approved this _____ day of December 2022 by a roll call vote as follows:

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Kimberly A. Thierry, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

ORDINANCE NO. _____

An ordinance levying taxes for all town purposes for the Town of the City of Galesburg, Knox County, Illinois, for the tax year 2022, collectable in 2023.

BE IT ORDAINED by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

SECTION 1: That the sum of Five Hundred Thirty One Thousand Dollars (\$531,000) are hereby levied upon all property subject to taxation within the Townships that property is assessed and equalized, in order to meet and defray all necessary expenses and liabilities of the Township as required by statute or voted by the people in accordance with the law, for such purposes as:

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

SECTION 2: That levied for each object and purpose shall be as follows:

	<u>Amount Levied</u>
<u>GENERAL TOWN FUND</u>	
<u>ADMINISTRATION</u>	
Personnel	\$117,224
Contractual Services	\$5,000
Commodities	\$3,500
Other Expenditures	\$4,638
Capital Outlay	\$4,638
TOTAL ADMINISTRATION:	\$135,000
<u>ASSESSOR</u>	
Personnel	\$85,500
Contractual Services	\$28,200
Commodities	\$6,500
Capital Outlay	\$10,000
Other Expenditures	\$4,800
TOTAL ASSESSOR:	\$135,000
TOTAL GENERAL TOWN FUND:	\$270,000
<u>AUDIT FUND</u>	
Contractual Services	\$22,000

TOTAL AUDIT FUND:	\$22,000
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INSURANCE FUND

Personnel	\$7,000
Contractual Services	\$1,000

TOTAL INSURANCE FUND:	\$8,000
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ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Personnel	\$34,0000
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TOTAL IMRF FUND:	\$34,000
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SOCIAL SECURITY FUND

Personnel	\$34,000
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TOTAL SOCIAL SECURITY FUND:	\$34,000
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GENERAL ASSISTANCE FUND

ADMINISTRATION

Personnel	\$79,000
Contractual Services	\$2,000
Commodities	\$2,000
Other Expenditures	

TOTAL ADMINISTRATION:	\$83,000
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HOME RELIEF

Contractual Services	\$29,000
Commodities	\$28,000
Other Expenditures	\$23,000

TOTAL HOME RELIEF:	\$80,000
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TOTAL GENERAL ASSISTANCE FUND:	\$163,000
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TAX LEVY SUMMARY

General Corporate Tax	\$270,000
Audit Tax	\$22,000
Insurance Tax	\$8,000

Illinois Municipal	
Retirement Tax	\$34,000
Social Security Tax	\$34,000
Public Assistance Tax	\$163,000

TOTAL TAXES LEVIED:	\$531,000
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SECTION 3: That the Town Clerk shall make and file with the County Clerk of Knox County, on or before the last Tuesday of December, a duly certified copy of this ordinance.

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such finding shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect after its adoption, as provided by law.

Approved this _____ day of December 2022 by a roll call vote as follows:

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Kimberly A. Thierry, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk

TOWN OF THE CITY OF GALESBURG

Date: December 5, 2022

Agenda Number: 22-9030

TOWN FUND	<u>\$2,955.79</u>
GENERAL ASSISTANCE FUND	<u>\$3,853.44</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$2,203.55</u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$9,012.78</u>

TOWN FUND
Town Payment Due Report
For the Period From Nov 15, 2022 to Nov 28, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
F&M Credit Card	11/28/22		20.00
Cardmember Service	11/28/22	HumbleFax monthly billing	1,392.00
		Intuit QucikBooks Enterprise 2	
			1,412.00
CityGalesburgEXPENSE	11/21/22		107.00
City of Galesburg		11/22 Stratus for Assessor's O	
			107.00
CityGalesburg-DEPEND	11/28/22		1,294.99
City of Galesburg		Liability W/H Dependent Premiu	
			1,294.99
REGISTER MAIL	11/21/22		90.04
Gannett Holdings - Central		Notice of Public Hearing publi	
			90.04
OSI	11/21/22		27.61
OFFICE SPECIALISTS, INC	11/21/22	Office Supplies: Jumbo refill	24.15
		Dawn detergent	
			51.76
Report Totals			2,955.79

TOWN FUND
TOWN Payroll Expenses Report
November 16 - November 30, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amoun
FEDERAL TAX	11/28/22	Federal P/R Taxes Withheld	2022-Nov30c	1,703.43	1,703.43
FEDERAL TAX	11/28/22	Medicare & Soc Sec W/H	2022_Nov30a	1,550.47	1,550.47
FEDERAL TAX	11/28/22	Medicare & Soc Sec Payable	2022_Nov30b	1,550.47	1,550.47
GALE CREDIT UNION	11/28/22	125HSA	2022_Nov30	100.00	100.00
IDOR	11/28/22	State P/R Taxes Withheld	2022-Nov30	480.50	480.50
IHMVCU	11/28/22	125HSA	2022_Nov30	250.00	250.00
IMRF	11/28/22	IMRF W/H	2022_Nov	854.66	854.66
IMRF	11/28/22	VAC_imrf VAC_imrf	2022_Nov VAC	177.24 262.84	440.08
NCPERS	11/21/22	Insurance W/H	2516122022	64.00	64.00
PAYROLL	11/28/22	Payroll Clearing Account Payroll Clearing Account	2022_Nov30	6,539.38 975.57	7,514.95
				14,508.56	14,508.56

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
For the Period From Nov 15, 2022 to Nov 28, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_OSI	11/18/22	Office Supplies & Serv	1137301-0	118.15	118.15
Box Drop Mattress	11/18/22	.Assistance-P & H	G15489	199.00	199.00
F & M Bank	11/23/22	Assistance-Rent	G15499	322.00	322.00
F & M Credit Card	11/28/22	.Assistance-P & H	102022_11182	83.69	83.69
				<u>722.84</u>	<u>722.84</u>

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
For the Period From Nov 15, 2022 to Nov 28, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-605	Box Drop Mattress	Invoice: G15466	11/18/22	24168	197.00	
1-605		Invoice: G15489			199.00	
1-103		Box Drop Mattress				396.00
1-603	City WATER Galesbg	Invoice: G15487	11/18/22	24169	184.00	
1-103		CITY OF GALESBURG WATER				184.00
1-602	Crawford, R.	Invoice: G15467	11/18/22	24171	322.00	
1-103		Rita Crawford				322.00
1-602	HarrisB	Invoice: G15486	11/18/22	24172	138.00	
1-103		Harris & Harris Holding				138.00
1-602	KCHA	Invoice: G15471	11/18/22	24173	17.00	
1-103		KNOX CO. HOUSING AUTHORITY				17.00
1-612	KCHALaundry	Invoice: G15475	11/18/22	24174	10.00	
1-103		KCHA - Laundry				10.00
1-612	OakbrookCorpLAUNDR	Invoice: G15479	11/18/22	24175	10.00	
1-103		Oakbrook Corporation				10.00
1-612	STATE FARM_Twitty	Invoice: G15476	11/18/22	24176	55.69	
1-103		STATE FARM				55.69
1-612	City TRANSIT Galesbg	Invoice: 0427397_G15441	11/21/22	24165	20.00	
1-103		CITY OF GALESBURG TRANSIT				20.00
1-612	AmericanFamily	Invoice: G15493	11/21/22	24177	261.50	
1-103		American Family Insurance Co.				261.50
1-602	F & M Bank	Invoice: G15499	11/28/22	24178	322.00	
1-103		F & M Bank				322.00
1-612	State Farm_Forney	Invoice: G15497	11/28/22	24181	62.41	
1-103		State Farm Forney Insurance				62.41
1-602	Vanguard Properties	Invoice: G15501	11/28/22	24182	322.00	
1-103		Vanguard Properties, LLC				322.00
1-613	AsburyLinda	Invoice: E15508	11/28/22	24184	1,000.00	
1-103		Linda Asbury				1,000.00
1-612	OakbrookCorpLAUNDR	Invoice: G15507	11/28/22	24185	10.00	
1-103		Oakbrook Corporation				10.00
Total					3,130.60	3,130.60

TOWN OF THE CITY OF GALESBURG

GA Payroll Expenses Report

November 15 to November 28, 2022

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_CITYGALES-DE	11/28/22	2022_NOV	Dave's Dependent Health Insurance Premium - Nov for December (last one for Tyler) City of Galesburg	538.66	538.66
ADM_F&MBank	11/28/22	2022_Nov30	GA W/H Liability for Natof HSA - November 30, 2022 Farmers and Mechanics Bank	200.00	200.00
ADM_FederalTaxes	11/28/22	2022_Nov30	GA Employees' W/H for SSMC for November 2022 FEDERAL TAXES	635.83	635.83
ADM_FederalTaxes	11/28/22	2022_Nov30	GA Employer's Share of SSMC for November 2022 FEDERAL TAXES	625.83	625.83
ADM_FederalTaxes	11/28/22	2022_Nov30	GA Employees' FIT W/H for November 2022 FEDERAL TAXES	545.02	545.02
ADM_IDOR	11/28/22	2022_Nov30	Employees' W/H for SIT for November 2022 ILLINOIS DEPT. OF REVENUE	355.63	355.63
ADM_IMRF	11/28/22	2022-Nov_V	GA Employees' Voluntary Additional Contribution to IMRF for November 2022 IMRF	303.76	303.76
ADM_IMRF	11/28/22	2022_Nov30	GA Employees' Contribution to IMRF for November 2022 IMRF	372.36	372.36
ADM_Payroll	11/28/22	2022_Nov30	GA Salaries for November 16-November 30, 2022	2,654.06	
			GA Hourly for November 16-November30, 2022 (pd via Rate3: 1-405)	233.75	
			PAYROLL ACCOUNT		2,887.81
				6,464.90	6,464.90

SOCIAL SECURITY & MEDICARE FUND
SSMC Payment Due Report
For the Period From Nov 15, 2022 to Nov 28, 2022

Date	Account ID Account Description	Invoice/CM	Line Description	Debit Amo	Credit Amou
11/28/22	5-416 Social Security & Medica Cash Basis	2022_Nove	Redistribute SSMC to GA Fund for November 2022 GENERAL ASSISTANCE FUND	627.58	627.58
11/28/22	5-416 Social Security & Medica Cash Basis	2022_Nove	Redistribute SSMC to TOWN Fund for November 2022 TOWN FUND	1,575.97	1,575.97
				<u>2,203.55</u>	<u>2,203.55</u>