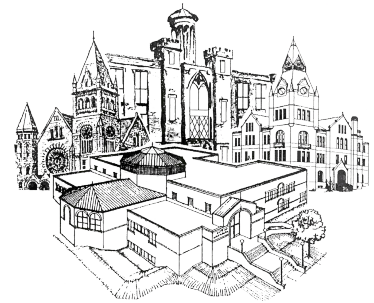


CITY OF GALESBURG

Illinois, USA



2021

April 19 City Council Agenda

Administration
55 West Tompkins Street
Galesburg, IL 61401

City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
April 19, 2021

Members of the public who would prefer to view Galesburg City Council meetings remotely, can view the council meetings on Comcast channel 7 or stream the meeting live on the [City's website](#).

5:25 p.m. Proclamation Arbor Day

5:30 p.m. Roll Call Pledge of Allegiance

Invocation

Approve Minutes from April 5, 2021

Consent Agenda #2021-08

21-3006 Bid 2021 sidewalk improvements

21-3007 Bid Michigan Avenue patching project

21-3008 Bid Tompkins Street sidewalk improvements

21-4036 Approve Legal services agreement for PFAS litigation

21-5008 Receive Fire Pension Annual Report

21-5009 Receive Police Pension Annual Report

21-6001 Approve Appointment memo

21-8007 Bills and Advance Checks Approval and warrants drawn in payment of same

Presentation

Presentation YMCA Afterschool Program - Youth Presentation on Homelessness

Passage of Ordinances and Resolutions

21-1005 Ordinance Amendment to categorize Rage Rooms as a special use in various business and industrial zoning districts (Final Reading)

21-1006 Ordinance Electric scooter regulations (First Reading)

21-1007 Ordinance Restrict parking on Michigan Ave. between Grand Ave. and Baird Ave. (First Reading)

Bids, Petitions and Communications

Public Comment

City Manager's Report

- A. April TAC Report
- B. Transit Division Earth Day Event

Miscellaneous Business (Agreements, Approvals, Etc.)

21-4037	Approve	Agreement with IMEG Corporation for the design of decorative lighting on West Main Street between Cedar Street and Academy Street.
21-4038	Approve	Amending the agreement with the Stearman Foundation to increase City's financial contribution
21-4039	Approve	Citizen energy aggregation
21-4040	Approve	Agreement with Bird Rides, Inc. for electric scooter services
21-4041	Approve	AFSCME Collective Bargaining Agreement
21-4042	Approve	AFSCME Salary Schedule

Town Business

21-9008	Bills
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Closing Comments

Adjournment

Vision Statement

“The City of Galesburg will be a dynamic community featuring a full range of public amenities to serve a diverse citizenry. The City Council will play a pro-active role in providing leadership to its citizens, neighborhoods, and other public bodies and enact policies which ensure the existence of a broad based economy.”

CITY COUNCIL MEETING City Manager's Report April 19, 2021

CONSENT AGENDA #2021-08

Item 21-3006 2021 Sidewalk Improvements

Staff recommends approval of the bid in the amount of \$87,441.94 from Lockwood Excavating & Construction for miscellaneous sidewalk replacement at various locations within the City. In total, approximately 950 feet of sidewalk, which has been identified as needing to be replaced due to deteriorated condition, will be replaced by this project. Three bids were received for this work, with Lockwood Excavating & Construction providing the low and best bid.

Item 21-3007 Michigan Avenue Patching Project

Staff recommends approval of the bid in the amount of \$125,550.00 from Brandt Construction Company for concrete pavement patching work on Michigan Avenue. There are several large areas of concrete pavement on Michigan Avenue in various locations between the Knox Street intersection north to Adams Street that have broken up and settled and need to be replaced. This concrete pavement was originally constructed in 1978 with minimal repair work needing to be done on it over the years. The proposed repairs will take care of all the issues with the existing pavement, and it is expected to provide at least another 20 years of good service out of the pavement. Five bids were received for this project. Brandt Construction was the low bidder, and the bid was within estimates for this project.

Item 21-3008 Tompkins Street Sidewalk Improvements

Staff recommends approval of the bid in the amount of \$82,499.54 from Lockwood Excavating and Construction for replacement of existing sidewalk and ADA curb ramps on Tompkins Street, from Cedar Street to Broad Street, as well as on the east side of the Public Safety Building (PSB), from Broad Street to the entrance of the PSB. Five bids were received for this project, with Lockwood Excavating and Construction submitting the low and best bid.

Item 21-4036 Legal Services Agreement for PFAS Litigation

Staff recommends approval of the Legal Services Agreement with Baron & Budd P.C. and Cossich, Sumich, Parsiola & Taylor, LLC. City staff interviewed a number of attorney groups interested in representing the City in litigation related to the elevated PFAS levels in wells located at the City's Oquawka water treatment facility. These attorneys will pursue claims against the manufacturers, suppliers or other defendants which are responsible for damages the City has or will suffer. The litigation will be pursued on a contingency basis with the attorneys paid 20% of any gross recovery. Costs and expenses are then removed from the gross recovery with the City receiving the remainder of the recovery. In the event the litigation was unsuccessful, the City owes nothing to these attorneys for their fees or costs incurred as part of the litigation.

Item 21-6001 Appointment Memo

Appointments to various boards and commission are submitted by Mayor Pritchard for Council consideration.

Item 21-8007 Bills

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

PRESENTATION

YMCA Afterschool Program – youth presentation on homelessness

ORDINANCES AND RESOLUTIONS

Item 21-1005 Amendment to Categorize Rage Rooms as a Special Use (Final Reading)

The Planning and Zoning Commission recommends approval of an ordinance amendment to allow Rage Rooms as a Special Use in the Neighborhood Business (B1), General Business (B2), Central Business (B3), Light Industrial (M1) and Heavy Industrial (M2) zoning districts. As a Special Use, a proposed business owner would submit an application that would be reviewed by the Development Review Committee, who would provide a recommendation to the Planning and Zoning Commission. The Planning and Zoning Commission would be able to approve the Special Use, approve the Special Use with additional conditions, or deny the Special Use.

Item 21-1006 Electric Scooter Regulations (First Reading)

Staff recommends approval of an ordinance permitting and regulating the use of shared electric scooters. Any entity seeking to operate a shared electric scooters program within the City shall be required to obtain an annual license at a cost of \$250 and must meet operating requirements. Licensee requirements include providing proof of insurance, establishing a local contact for fleet maintenance and operations, and responding to reports of incorrectly parked scooters within 24 hours. The ordinance also establishes rules for operating and parking shared electric scooters.

Item 21-1007 Restrict Parking on Michigan Avenue (First Reading)

Staff recommends approval of an ordinance to restrict parking on both sides of Michigan Avenue, from Baird Avenue to 150 feet north of Baird Avenue. A request was brought to the Traffic Advisory Committee by a resident to restrict parking on both sides of Michigan Avenue in front of the residential properties between Baird Avenue and Grand Avenue. The request stated that patrons of the Grand Tap, located on that block, park in the terrace along both sides of the road. This has caused damage to the terrace, resulted in trash often being deposited in their yards, and in general has been a nuisance to the residential property owners on that block. The Traffic Advisory Committee reviewed this request and is recommending approval of this ordinance.

BIDS, PETITIONS AND COMMUNICATIONS

CITY MANAGER'S REPORT

- A. April TAC Report
- B. Transit Division Earth Day Event

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 21-4037 Agreement with IMEG Corporation for Design of Decorative Lighting

Staff recommends approval of a professional services agreement with IMEG Corporation to design and prepare bid documents for ornamental street lighting on both sides of Main Street, between

Cedar Street and Academy Street. There is currently decorative lighting on Main Street, from Chambers Street to Cedar Street, and on the Moffitt Overpass. This leaves a two block gap in the decorative lighting, between Cedar Street and Academy Street. With the proposed new library being located on Main Street, between West Street and Academy Street, the Library Board has asked if the City would be willing to install the same decorative lighting on West Main Street in the block in front of the new library. Installing the ornamental street lighting will tie these two blocks between the overpass and the square together and make it more cohesive as part of the downtown. It is estimated that the decorative lighting project will cost \$400,000 to construct and will include new lighting that matches the downtown lighting and associated sidewalk work. This agenda item is only for the engineering work needed to bid the project, in the amount of \$15,700.00 plus an estimated \$500 in reimbursables. There are sufficient TIF Funds in TIF IV for the engineering work. For the construction of the project a transfer of funds from TIF I and TIF II will be necessary.

Item 21-4038 Amending the Agreement with the Stearman Foundation

Staff recommends approval of amending the agreement with the Stearman Foundation to increase the amount of funding provided by the City to the Stearman Foundation by an amount not to exceed \$25,000.00. The original agreement was entered into based on the concept of the new hangar, and stipulated the City would provide \$150,000.00 for site prep work and \$30,000 for utility work. The final plan had differences from the concept, including increasing the building size, moving the electrical box, and laying rock under the foundation of the new building and between the existing Jet Air Hangar and the new Stearman Hangar. The increased contribution reflects the increased costs reflected in the final plan.

Item 21-4039 Citizen Energy Aggregation

Staff recommends approval of entering into a new agreement for municipal aggregation of electricity supply. Energy aggregation was approved by the citizens of Galesburg with the election in November 2012. Since that time, the City has successfully negotiated four municipal aggregation agreements on behalf of the citizens. The most recent agreement is scheduled to expire with the July 2021 meter read. The existing agreement scheduled to expire calls for citizens to receive the supply of 100% renewable energy at \$0.04912/kwh. As in the past, DaCott Energy (energy consultant) has been retained to help negotiate the contract and evaluate the market. DaCott Energy is tasked with sending out pricing requests to energy suppliers authorized to sell energy in the Ameren market. As energy prices change on a daily basis, final refreshed pricing offers with recommendation will be presented to the City Council at their meeting on April 19, 2021 for approval

Item 21-4040 Agreement with Bird Rides, Inc. for Electric Scooter Services

Staff recommends approval of the memorandum of understanding with Bird Rides, Inc., which sets forth the terms and conditions upon which Bird can provide shared electric scooter services within the City of Galesburg. Bird Rides, Inc. offers stand-up electric scooter sharing systems, and approached the City of Galesburg regarding partnering to offer their electric scooter sharing program in Galesburg. The attached memorandum of understanding provides for Bird to provide a minimum of 25 scooters at launch, which will be available to rent between 6:00 a.m. and 10:00 p.m.

Item 21-4041 AFSCME Collective Bargaining Agreement

Staff recommends approval of the successor collective bargaining agreement with AFSCME Local 1173. The agreement is for a three year term with raises of 2.0%, 2.0% and 2.25%. It provides for a new cost-sharing mechanism for healthcare and provides for pay equity adjustments for the positions of bus driver, public safety clerk, transit technician, and transit shop foreman.

Item 21-4042 AFSCME Salary Schedule

Staff recommends approval of the 2021 Classification and Salary Schedule for personnel represented by AFSCME Local 1173. The 2021 salary schedule reflects a 2% cost of living wage increase for AFSCME positions, as well as the reclassification of the positions of bus driver, public safety clerk, transit technician, and transit shop foreman, as outlined in the collective bargaining agreement.

TOWN BUSINESS

Item 21-9008 Town Bills

Respectfully submitted,

Todd Thompson
City Manager

5:25 p.m. Proclamation: Sexual Assault Awareness Month

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
April 5, 2021
5:30 p.m.

Called to order by Mayor John Pritchard at 5:30 p.m.

Roll Call #1: Physically Present: Mayor John Pritchard, Council Members Bradley Hix, Wayne Dennis, Lindsay Hillery, Corine Andersen, Peter Schwartzman, Wayne Allen, and Larry Cox, 8. Also Present: City Manager Todd Thompson, City Attorney Bradley Nolden, and City Clerk Kelli Bennewitz.

Mayor Pritchard declared a quorum present.

The Pledge of Allegiance was recited.

Council Member Dennis moved, seconded by Council Member Hix, to approve the minutes of the City Council's regular meeting from March 15, 2021.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

CONSENT AGENDA #2021-07

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

21-4033

Approve Budget Adjustment #2 for the budget year ended December 31, 2020.

21-5006

Receive the Investment Schedule as of December 31, 2020.

21-5007

Receive the 2020 Galesburg Police Department Annual Report.

21-8006

Approve bills in the amount of \$392,697.68 and advance checks in the amount of \$1,134,038.71.

Council Member Andersen moved, seconded by Council Member Hillery, to approve Consent Agenda 2021-07.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

21-1004

Council Member Cox moved, seconded by Council Member Andersen, to approve Ordinance 21-3634 on final reading annexing the property located at 670 U.S. Highway 150 East.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-1005

Ordinance on first reading to amend Chapter 152 of the Galesburg Municipal Code to add Rage Rooms as a Special Use in various Business and Industrial zoning districts.

21-2008

Council Member Hix moved, seconded by Council Member Dennis, to approve Resolution 21-06 for the City's estimated share of \$2,806 for a project to modernize traffic signal equipment.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

21-3005

Council Member Hillery moved, seconded by Council Member Allen, to approve the bid submitted by Yemm Ford in the amount of \$47,299.05 for the purchase of a one-ton dump truck for the Street Division.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

PUBLIC COMMENT

Barb Peterson and two other neighbors addressed the Council regarding the vacant home at Bateman and Walsh Streets. They stated that they have witnessed people removing the boards and entering the home even though it has been placarded. Ms. Peterson stated that items have been stolen in the neighborhood and that because the home is not livable she hoped that the City would use the recently passed Nuisance Ordinance.

CITY MANAGER'S REPORT

- A. Spring Clean-Up Week is April 12-16, 2021
- B. Galesburg Transit will be offering free rides all day on Earth Day, Thursday, April 22, 2021.

City Manager Thompson stated that the home on Bateman Street is on the City's radar. Police Chief Idle added that they have been called to this location many times; however, the owner is allowed to be there between the hours of 7 a.m. and 9 p.m. in order to make renovations. He reiterated that anyone who has a concern should call the Police Department at any time.

Council Member Cox stated that many residents have old electronic equipment that cannot be disposed of on the curb. These items can be taken to Waste Management but many residents aren't able to move old televisions or other heavy equipment. He asked if there could be a way that people could schedule a pick up with Waste Management. The City Manager stated that staff is currently in talks with Waste Management regarding this now but in the meantime, the City could possibly assist and recommends residents call for more information.

Council Member Schwartzman stated that it was good to see the annual report issued by the Police Department and added that on page 10 of the report, information is available on Crimestoppers. Chief Idle added that there is a new mobile app that is available and all contact is completely anonymous. In 2020, there were 81 tips; 23 of them leading to an arrest.

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

21-4034

Council Member Hillery moved, seconded by Council Member Cox, to approve a joint agreement with the Illinois Department of Transportation for a project to modernize traffic signal equipment.

Roll Call #7:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

21-4035

Council Member Hix moved, seconded by Council Member Allen, to approve the initiation of the demolition process for the following properties:

1. 543 Liberty Street
2. 230 North Pleasant Avenue
3. 440 West South Street
4. 1296 South Henderson Street
5. 936 South Broad Street
6. 830 Liberty Street

City Attorney Nolden stated that based on the judgement, all avenues will be pursued in order for the City to recoup costs associated with these properties.

Roll Call #8:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

TOWN BUSINESS

Council Member Allen moved, seconded by Council Member Dennis, that the City Council sit as the Town Board. The motion carried by voice vote.

21-9007

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

Fund Title	Amount
Town Fund	\$1,732.78
General Assistance Fund	\$4,733.38
IMRF Fund	
Social Security/Medicare Fund	\$2,440.86
Liability Fund	
Audit Fund	
Total	\$8,907.02

Roll Call #9:

Ayes: Trustees Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

Trustee Allen moved, seconded by Trustee Cox, to resume sitting as the City Council. The motion carried by voice vote.

CLOSING COMMENTS

Council Member Cox thanked the Mayor for the proclamation tonight on sexual assault awareness. He also encouraged residents to vote tomorrow and wished all the candidates good luck.

Council Member Schwartzman also encouraged people to take the time to cast their vote tomorrow. He also hoped that residents would take advantage of Spring Clean-up days next week. Council Member Schwartzman stated that we had two shootings over the weekend and he hoped that other Council Members will join him in the near future in meeting with community leaders to discuss gun violence, mental health, and other important issues.

Council Member Andersen thanked the Police Department for the Annual Report and appreciated the information and updates it contained.

Council Member Hix thanked his constituents on Bateman Street for coming to the meeting and assured them that he has talked with the City Manager about the property. He added that anyone is always welcome to call him with issues.

Mayor Pritchard also reminded residents to take advantage of the Spring Clean-up Days and use the opportunity to get rid of extra or unneeded items. He also stated that he was happy to attend a business ribbon cutting day, the first one in over a year. The Mayor encouraged everyone to do their civic duty and vote.

Council Member Cox moved, seconded by Council Member Hix, to adjourn into Executive Session at 5:59 p.m. for the purpose of discussing litigation, property acquisition, personnel, collective bargaining, and approval of the minutes from the March 1 and March 29, 2021, executive session meetings (5 ILCS 120/2 (c) (1), (2), (5), (11) and (21).

Roll Call #10:

Ayes: Council Members Hix, Dennis, Andersen, Hillery, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

During the Executive Session, Council Member Cox moved, seconded by Council Member Dennis, to adjourn the Executive Session at 7:10 p.m.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.

Nays: None

Absent: None

Chairman declared motion carried.

There being no further business, Council Member Andersen moved, seconded by Council Member Cox, to adjourn the regular meeting at 7:10 p.m.

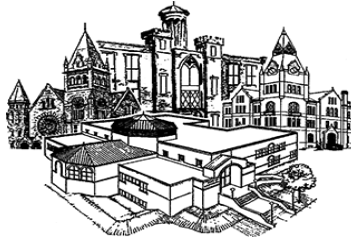
Roll Call #12:

Ayes: Council Members Hix, Dennis, Hillery, Andersen, Schwartzman, Allen, and Cox, 7.
Nays: None
Absent: None
Chairman declared motion carried.

John Pritchard, Mayor

Kelli R. Bennewitz, City Clerk

Proclamation



WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, trees reduce the erosion of topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, Galesburg has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW THEREFORE, I, John Pritchard, Mayor of the City of Galesburg, Illinois proclaim Friday, April 30, 2021, as

“ARBOR DAY”

in the City of Galesburg and urge all citizens to plant trees to promote the well-being of this and future generations. Trees, wherever they are planted, are a source of joy and spiritual renewal.

Dated this 19th day of April 2021.

Mayor John Pritchard

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Bids for miscellaneous sidewalk replacement at various locations within the City.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, City Engineer, and Purchasing Agent recommend approval of the bid in the amount of \$87,441.94 to Lockwood Excavating & Construction.

BACKGROUND: The contract requires the Contractor to replace deteriorated sections of sidewalk at various locations within the City. The locations selected for replacement have been identified to need replacement due to their poor condition, which includes having trip hazards, non-compliant cross slope, and excessive settling and cracking. Locations included to be replaced include portions of Prairie Street north of South Street, Prairie Street between Selden Street and Mary Street, Bateman Street north of Greenleaf Street, Indiana Avenue between Washington Street and Main Street, Farnham Street south of Grove Street, Grove Street west of Farnham Street, and Losey Street between Arnold Street and Farnham Street. In total, approximately 950 feet of sidewalk at these various locations will be replaced with this project.

The project was advertised in the Register Mail and on the City's website. Ten (10) bid proposals were sent out and three (3) bids were received. The low bidder for the project was Lockwood Excavating and Construction of Galesburg, IL in the amount of \$87,441.94. The bid for this project was within the estimated amount anticipated for the work. It is anticipated the project would begin in May and the Contractor has 25 working days to complete the project.

BUDGET IMPACT: Sufficient funds are budgeted for this project in the City Gas Tax Fund (14)

SUPPORTING DOCUMENTS:

1. Vendors contacted
2. Bid Tabulation

VENDORS CONTACTED:

Gunther Construction Co., Galesburg, IL
Brandt Construction, Milan, IL
Laverdiere Construction, Macomb, IL
Lockwood Excavating, Galesburg, IL
Illinois Civil Contractors, Inc., East Peoria, IL
Hein Construction Co., Galesburg, IL
Valley Construction Co., Rock Island, IL
Otto Baum Co., Morton IL
Phoenix Corporation, Port Byron, IL
Miller's Trucking & Excavating, Silvis, IL

CITY OF GALESBURG

Purchasing

Operating Under Council- Manager Government Since 1957

MISC SIDEWALK WORK

Section: 21-01003-47-GM

Bid Date: 4/7/2021

ATTENDED BY: BOYNTON/GAVIN

BIDDER NAME:	Laverdiere Construcion	IL. Civil Contractors, Inc	Lockwood Excavating &
BIDDER ADDRESS:	4055 W Jackson St	420 Pinecrest Dr.	945 Monmouth Blvd
CITY/STATE/ZIP:	Macomb, IL 61455	E. Peoria, IL 61611	Galesburg, IL 61401
	Bid Bond	Bid Bond	Apparent Low Bid Bid Check

QTY	UNIT	ITEM	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
46	SY	Aggregate Base Crse., TY B, 6"	\$ 25.00	\$ 1,150.00	\$ 70.82	\$ 3,257.72	\$ 68.00	\$ 3,128.00
39	SY	Pavement Removal	\$ 50.00	\$ 1,950.00	\$ 63.10	\$ 2,460.90	\$ 16.00	\$ 624.00
210	FT	Curb Removal	\$ 20.00	\$ 4,200.00	\$ 34.78	\$ 7,303.80	\$ 16.00	\$ 3,360.00
3796	SF	Sidewalk Removal	\$ 7.00	\$ 26,572.00	\$ 4.99	\$ 18,942.04	\$ 2.50	\$ 9,490.00
1154	SF	PCC Sidewalk, 5"	\$ 17.50	\$ 20,195.00	\$ 8.32	\$ 9,601.28	\$ 9.40	\$ 10,847.60
149	SF	PCC Sidewalk, 8"	\$ 19.00	\$ 2,831.00	\$ 44.28	\$ 6,597.72	\$ 10.50	\$ 1,564.50
182	SF	Colored Stamped PCC S.W., 5"	\$ 30.00	\$ 5,460.00	\$ 32.21	\$ 5,862.22	\$ 25.00	\$ 4,550.00
53	SF	Detectable Warnings	\$ 50.00	\$ 2,650.00	\$ 27.80	\$ 1,473.40	\$ 29.00	\$ 1,537.00
120	FT	Concrete Curb, TY B	\$ 75.00	\$ 9,000.00	\$ 105.17	\$ 12,620.40	\$ 50.00	\$ 6,000.00
1	LSUM	Mobilization	\$ 11,000.00	\$ 11,000.00	\$ 8,500.00	\$ 8,500.00	\$ 2,200.00	\$ 2,200.00
1	LSUM	Traffic Control & Prot (SPL)	\$ 2,800.00	\$ 2,800.00	\$ 4,686.50	\$ 4,686.50	\$ 1,700.00	\$ 1,700.00
39	SY	PCC Base Course, 8"	\$ 110.00	\$ 4,290.00	\$ 81.00	\$ 3,159.00	\$ 68.00	\$ 2,652.00
1404	SF	Agg Base, TY B, V Depth (SPL)	\$ 3.00	\$ 4,212.00	\$ 2.29	\$ 3,215.16	\$ 0.60	\$ 842.40
2	SY	Driveway Pavement Removal	\$ 60.00	\$ 120.00	\$ 397.61	\$ 795.22	\$ 16.00	\$ 32.00
1064	SF	Brick Sidewalk Removal	\$ 7.00	\$ 7,448.00	\$ 8.75	\$ 9,310.00	\$ 1.50	\$ 1,596.00
3152	SF	PCC Sidewalk, 4"	\$ 15.00	\$ 47,280.00	\$ 9.67	\$ 30,479.84	\$ 9.00	\$ 28,368.00
306	SF	PCC Sidewalk, 6"	\$ 21.00	\$ 6,426.00	\$ 21.30	\$ 6,517.80	\$ 9.90	\$ 3,029.40
114	FT	Curb Wall Removal	\$ 20.00	\$ 2,280.00	\$ 18.54	\$ 2,113.56	\$ 6.36	\$ 725.04
514	SF	PCC Sidewalk, 4" (SPL)	\$ 25.00	\$ 12,850.00	\$ 15.00	\$ 7,710.00	\$ 9.00	\$ 4,626.00
380	SF	Brick Sidewalk Removal (SPL)	\$ 16.00	\$ 6,080.00	\$ 11.83	\$ 4,495.40	\$ 1.50	\$ 570.00

TOTAL COST

\$ 178,794.00

\$ 149,101.96

\$ 87,441.94

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Bids for concrete pavement patching work on Michigan Avenue.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the bid in the amount of \$125,550.00 from Brandt Construction Company.

BACKGROUND: There are several large areas of concrete pavement on Michigan Avenue in various locations between the Knox Street intersection north to Adams Street that have broken up and settled and need to be replaced. This concrete pavement was originally constructed in 1978 with minimal repair work needing to be done on it over the years. The proposed repairs will take care of all the issues with the existing pavement and it is expected to get at least another 20 years of good service out of the pavement. The proposed repairs include reconstruction of the entire intersection of Michigan Avenue and Knox Street. Due to the extent of the improvements at Knox Street, it will be necessary to close Michigan Avenue for approximately 10 days in order to complete the work. During that time period, a truck detour route will be posted utilizing Main Street to Farnham Street to Grand Avenue back to Michigan Avenue.

The project was advertised in the Register Mail and on the City's website. Five bids were received for this project. The low bidder was Brandt Construction Co. from Milan in the amount of \$125,550.00. The bid for this project was within the estimate for this project. The Contractor has 15 working days to complete the work.

BUDGET IMPACT: \$150,000 was originally budgeted from Fund 11 (Motor Fuel Tax), Line Item 55700 but will be paid from Fund 14 (City Gas Tax), 55700 in order to have more funding for the upcoming Kellogg Street reconstruction project paid from Fund 11 than Fund 14.

SUPPORTING DOCUMENTS:

1. Bid Tabulation

CITY OF GALESBURG

Purchasing

Operating Under Council- Manager Government Since 1957

PAVEMENT PATCHING MICHIGAN AVE

Section: 21-01003-48-GM

Bid Date: 4/7/2021

ATTENDED BY: BOYNTON/GAVIN

BIDDER NAME:	Laverdiere Construcion	Gunther Construcion Co	Brandt Construction Co.	IL. Civil Contractors, Inc	G.M. Sipes Construction, Inc	Lockwood Excavating & Construction
BIDDER ADDRESS:	4055 W Jackson St	816 N Henderson St	700 4th St. W.	420 Pinecrest Dr.	503 E Adams St	945 Monmouth Blvd
CITY/STATE/ZIP:	Macomb, IL 61455	Galesburg, IL 61401	Milan, IL 61264	E. Peoria, IL 61611	Rushville, IL 62681	Galesburg, IL 61401
	Bid Bond	Bid Bond	Apparent Low Bid Bid Bond	Bid Bond	Bid Bond	Bid Check

QTY	UNIT	ITEM	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
72	SQYD	CL C PATCH, TY IV, 8"	\$ 180.00	\$ 12,960.00	\$ 109.31	\$ 7,870.32	\$ 110.00	\$ 7,920.00	\$ 160.00	\$ 11,520.00	\$ 150.00	\$ 10,800.00	\$ 155.00	\$ 11,160.00
4	EA	MANHOLES TO BE ADJ	\$ 1,500.00	\$ 6,000.00	\$ 1,384.98	\$ 5,539.92	\$ 1,000.00	\$ 4,000.00	\$ 600.00	\$ 2,400.00	\$ 250.00	\$ 1,000.00	\$ 450.00	\$ 1,800.00
1	LSUM	MOBILIZATION	\$ 6,000.00	\$ 6,000.00	\$ 838.03	\$ 838.03	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00
1	LSUM	TC&P (SPL)	\$ 9,500.00	\$ 9,500.00	\$ 7,800.80	\$ 7,800.80	\$ 9,500.00	\$ 9,500.00	\$ 3,400.00	\$ 3,400.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00
1	LSUM	CONSTRUCTION LAYOUT	\$ 2,500.00	\$ 2,500.00	\$ 2,136.69	\$ 2,136.69	\$ 2,500.00	\$ 2,500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00	\$ 6,040.00	\$ 6,040.00
858	SQYD	CL C PATCH, TY IV, 8" (SPL)	\$ 170.00	\$ 145,860.00	\$ 114.00	\$ 97,812.00	\$ 110.00	\$ 94,380.00	\$ 120.00	\$ 102,960.00	\$ 170.00	\$ 145,860.00	\$ 128.00	\$ 109,824.00
1	LSUM	LANDSCAPING (SPL)	\$ 2,500.00	\$ 2,500.00	\$ 7,077.83	\$ 7,077.83	\$ 2,250.00	\$ 2,250.00	\$ 4,400.00	\$ 4,400.00	\$ 500.00	\$ 500.00	\$ 7,176.00	\$ 7,176.00
TOTAL COST				\$ 185,320.00		\$ 129,075.59		\$ 125,550.00		\$ 132,330.00		\$ 172,660.00		\$ 145,500.00

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Bids for replacement of existing sidewalk and ADA curb ramps on Tompkins Street from Cedar Street to Broad Street as well as on the east side of the Public Safety Building (PSB) from Broad Street to the entrance to the PSB.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the bid in the amount of \$82,499.54 from Lockwood Excavating and Construction.

BACKGROUND: The existing sidewalk on Tompkins Street from Cedar Street to Broad Street in front of City Hall has deteriorated and needs to be replaced. In addition, the sidewalk from Broad Street to the east side of the Public Safety Building is also in need of replacement. Both sidewalks have settled and have tripping hazards present. It is proposed to replace all the sidewalk in these areas and construct new ADA compliant curb ramps at the intersections of Broad Street and Cedar Street.

The project was advertised in the Register Mail and on the City's website. Five bids were received for this project. The low bidder was Lockwood Excavating and Construction from Galesburg in the amount of \$82,499.54. The bid for this project was within five percent of the estimate for this project.

The Contractor has 10 working days to complete the work and access to City Hall through the front steps on the south side of City Hall will be maintained throughout construction of the project. Patrons for the PSB building will need to use the west entrance to PSB or City Hall for access during the short project duration.

BUDGET IMPACT: \$80,000 was budgeted from Fund 59 (Utility Tax), Line Item 76000. The remaining \$2,499.54 will be paid from Fund 14 (City Gas Tax), Line Item 55700 which was budgeted for miscellaneous sidewalk repairs.

SUPPORTING DOCUMENTS:

1. Bid Tabulation

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Legal Services Agreement with Baron & Budd P.C. and Cossich, Sumich, Parsiola & Taylor, LLC

SUMMARY RECOMMENDATION: The City Manager, City Attorney / Administrative Services Director and Director of Public Works recommend the City Council approve the legal services agreement.

BACKGROUND: City staff interviewed a number of attorney groups interested in representing the City in litigation related to the elevated PFAS levels in wells located at the City's Oquawka water treatment facility. These attorneys will pursue claims against the manufacturers, suppliers or other defendants which are responsible for damages the City has or will suffer. Staff recommend the Baron & Budd group of attorneys based on their experience handling significant environmental litigation and current expertise and leadership in pending PFAS litigation across the country.

The litigation will be pursued on a contingency basis with the attorneys paid 20% of any gross recovery. Costs and expenses are then removed from the gross recovery with the City receiving the remainder of the recovery. In the event the litigation were unsuccessful, the City owes nothing to these attorneys for their fees or costs incurred as part of the litigation.

BUDGET IMPACT: N/A

SUPPORTING DOCUMENTS:

1. Legal Services Agreement

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between City of Galesburg (“Client”) and the law firms of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor, LLC (collectively referred to as “Attorneys”).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates Bradley Nolden, City Attorney, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) and supplier(s) of fire fighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing per- and polyfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Attorneys will assist in negotiating liens, but will not litigate them.
5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.
6. JOINT RESPONSIBILITY. Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor, LLC assume joint legal responsibility to Client for the representation described in this Agreement, and all agree to be available for consultation with the client. Client approves of and consents to the participation of these firms in the representation.

7. ATTORNEYS' FEES. Client and Attorneys agree that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of 20% of any gross recovery (as defined below).

The contingent fee is to be calculated based on Client's gross recovery before deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the gross recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that an appraisal will be conducted by appraisers reasonably acceptable to Client and Attorneys, the cost to be divided equally between Client and Attorneys to determine this value. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or

any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a neutral affiliated with the Judicial Arbitration and Mediation Services (JAMS); in any event, Attorneys and Client agree that the fee determined by arbitration and/or litigation shall not exceed 20% of the gross recovery as defined in this agreement. If there is no recovery by Client, no fee will be due to Attorneys.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. If Attorneys incur expenses related specifically to the Client's individual case, Attorneys will obtain consent and seek advice from Client before incurring such expenses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client in advance of incurring any such costs. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in a fair and reasonable manner, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses, provided however, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES; LEAD COUNSEL. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows:

Baron & Budd, P.C. will receive fifty percent (50%) and Cossich, Sumich, Parsiola & Taylor, LLC will receive fifty percent (50%).

11. MULTIPLE REPRESENTATIONS. Client understands that Attorneys do or may represent many other individuals with actual or potential AFFF litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive the conflicts it is currently

aware of which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this Agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the AFFF litigation. Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, any lien in excess of the recovery for client shall be released by Attorneys.

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client

will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in Paragraph 7.A or a reasonable fee as described in Paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses not later than thirty (30) days after the receipt of a final cost accounting from Attorneys. While acknowledging the language and agreements relative to conflicts of interest set forth in Paragraph 11 herein, Client reserves the right to terminate Attorney's representation of Client, if Client, acting in good faith and following discussion with Attorneys, determines that conflicts of interest have arisen subsequent to the execution of this Agreement which Client believes may impair a fair outcome for Client. In such case, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for client shall be released by Attorneys.

17. WITHDRAWAL OF ATTORNEYS. Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this Agreement with Client. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. In all such cases described herein above, Attorneys will have a lien for Attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by Client, any lien in excess of the recovery for Client shall be released by Attorneys.

18. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably

necessary to Client's representation, whether Client has paid for them or not.

19. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as a remuneration for individual employment apart from the business of that law office.

20. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor, LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 70037

21. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

23. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

24. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

25. **DISPUTES ARISING UNDER AGREEMENT.** Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as

to the fair market value of any non-monetary property or services, however, will be resolved in accordance with Paragraph 7.C.

26. ATTORNEY’S FEES AND COSTS IN ACTION ON AGREEMENT. The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney’s fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

27. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

This Agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the Illinois Rules of Professional Conduct.

Agreed by:

Date:

CITY OF GALESBURG

Printed name and title (“Client”)

Signature

ATTORNEYS

Scott Summy, Baron & Budd, P.C.

Phil Cossich, Cossich, Sumich, Parsiola & Taylor LLC

**CITY OF GALEBURG, ILLINOIS
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Receive the 2020 Annual Fire Fighters Pension Fund Report

SUMMARY RECOMMENDATION: Receive item only

BACKGROUND: Per statute, the City Council is required to receive an annual pension report for the Fire Fighters Pension Fund. The following report provides the revenue statement, expenses statement, and assets statement for the Fire Fighters Pension Fund.

BUDGET IMPACT: During the reporting period, the City of Galesburg contributed \$2,697,162 to the Fire Fighters Pension Fund.

SUPPORTING DOCUMENTATION:

1. Unaudited Galesburg Fire Fighters Pension Fund Revenue, Expenses and Assets Statements

Revenues Statement

1.1	Amount of Ledger Assets at End of Previous Year's Statement:	\$25,178,462.43
1.2	Amount of Ledger Assets at End of Previous Year – Should Coincide with Line 1.1:	\$25,178,462.43
1.3	Adjustment – If Line 1.1 is Different from Line 1.2 (Absolute Value of the Difference of Lines 1.1 and 1.2):	\$0.00

From Municipalities

2.1	Current Tax Levy:	\$2,697,162.13
2.2	All Previous Year's Taxes:	\$0.00
2.3	Illinois Personal Property Replacement Tax:	\$0.00
2.4	Contributions from Municipality (in lieu of tax levy):	\$0.00
2.5	Other Revenue Received From Municipality (from detail):	\$0.00
3.0	Total Received from Municipality (Sum of Lines 2.1 through 2.5):	\$2,697,162.13

From Members

4.1	Salary Deductions – Current Year's Service:	\$294,397.95
4.2	Contributions – Prior Year's Service:	\$0.00
4.3	Repayment of Refund(s):	\$0.00
4.4	Interest Received from Members:	\$0.00
4.5	Other Revenue Received from Members (from detail):	\$0.00
5.0	Total Received from Members (Sum of Lines 4.1 through 4.5):	\$294,397.95

From Investments

6.1	Interest on Deposits in Checking, Money Market, IL Fund, Repurchase Agreements and Other Cash Investments (Total Interest Received and Accrued from Schedule A):	\$8,834.78
6.2	Interest on Certificates of Deposits (Total Interest Received and Accrued from Schedule B):	\$0.00
6.3	Income from State, Local and Corporate Obligations (Difference of (Sum of Total Interest Received and Accrued from Schedule C2, Total Interest Received and Accrued from Schedule C3, and Total Accrual of Discount from Schedule C3) and Total Amortization of Premium from Schedule C3)	\$126,437.45
6.4	Income from U.S. Government and Agency Obligations (Difference of (Sum of Total Interest Received and Accrued from Schedule D2, Total Interest Received and Accrued from Schedule D3, and Total Accrual of Discount from Schedule D3) and Amortization of Premium from Schedule D3):	\$87,820.57
6.5	Income from Insurance Company Contracts – General Accounts (Difference of Total Earnings Credited to Account from Schedule E and Surrender Charges Paid from Schedule E):	\$0.00
6.6	Income from Insurance Company Contracts – Separate Accounts (Difference of Total Earnings Credited to Account from Schedule F and Surrender Charges Paid from Schedule F):	\$41,939.40

From Investments

6.7	Income from Investment Pools (Total Earnings Credited to Account from Schedule G):	\$0.00	
6.8	Gain/Loss from Sales of Securities (Sum of Total Profit or Loss on Sale from Schedule C2, Total Profit or Loss on Sale from Schedule D2, Total Profit or Loss on Sale from Schedule J2, and Total Profit or Loss on Sale From Schedule K2):	(\$334,602.62)	
6.9	Income from Other Investment Assets (from detail):	\$0.00	
6.10	Unrealized Gains/Losses:	\$2,487,627.10	
6.11	Income/Dividends from Mutual Funds (Sum of Total Income/Dividends from Schedule K2 and Total Income/Dividends from Schedule K3):	\$215,254.54	
6.12	Income/Dividends from Common and Preferred Stocks (Sum of Total Income/Dividends from Schedule J2 and Total Income/Dividends from Schedule J3):	\$97,340.49	
7.0	Total Income from Investments (Sum of Lines 6.1 through 6.12):		\$2,730,651.71

From Other Sources

8.0	Donations:	\$0.00	
9.0	Other Income (from detail):	\$448,641.47	
	<u>Detail Text:</u>	<u>Detail Amount:</u>	
9.0.1	LIFE INSURANCE PROCEEDS RECEIVED	\$448,641.47	
10.0	Total Income (Sum of Lines 3.0, 5.0, 7.0, 8.0, and 9.0):		\$6,170,853.26
11.0	Amount Carried Forward (Sum of the Beginning of Year Balance and Line 10.0):		\$31,349,315.69

Expenses Statement

11.0 Amount Carried Forward (Sum of the Beginning of Year Balance and Line 10.0): \$31,349,315.69

Pensions and Benefits

12.1	Service Pensions:	\$2,783,432.13	
12.2	Non-Duty Disability Pensions:	\$0.00	
12.3	Duty Disability Pensions:	\$0.00	
12.4	Occupational Disease Disability Pensions:	\$0.00	
12.5	Surviving Spouse Pensions:	\$428,296.35	
12.6	Children's Pensions:	\$10,283.52	
12.7	Parents' Pensions:	\$0.00	
12.8	Handicapped Annuitant Pensions:	\$0.00	
12.9	Refund of Contributions:	\$0.00	
12.10	Transfers to other Illinois Public Employee Funds or Systems:	\$0.00	
13.0	Total Pensions and Benefits Paid (Sum of Lines 12.1 through 12.10):		\$3,222,012.00

Personal Services

14.1	Salaries and Wages:	\$0.00	
14.2	Group Insurance:	\$0.00	
14.3	Social Security Contributions:	\$0.00	
14.4	Retirement Contributions:	\$0.00	
14.5	Unemployment Insurance:	\$0.00	
14.6	Worker's Compensation:	\$0.00	
15.0	Total Personal Services (Sum of Lines 14.1 through 14.6):		\$0.00

Insurance

16.1	Fiduciary Insurance:	\$0.00	
16.2	Surety Bonds:	\$0.00	
16.3	Fidelity Bonds:	\$0.00	
16.4	Liability:	\$0.00	
16.5	Property:	\$0.00	
17.0	Total Insurance Expense (Sum of Lines 16.1 through 16.5):		\$0.00

Professional Services

18.1	Actuarial:	\$4,750.00	
18.2	Auditing:	\$0.00	
18.3	Accounting and Bookkeeping:	\$10,200.00	
18.4	Medical:	\$0.00	
18.5	Legal Expense:	\$0.00	
18.6	Public Stenographer/Court Reporter:	\$0.00	
19.0	Total Professional Services (Sum of Lines 18.1 through 18.6):		\$14,950.00

Investment Expense

20.1	Investment Manager/Adviser Fee:	\$59,461.61	
20.2	Custodial:	\$11,001.15	
20.3	Investment Research:	\$0.00	
20.4	Safe Deposit and Bank Charges:	\$0.00	
20.5	Broker Commissions:	\$0.00	
20.6	Investment Expense (from detail):	\$0.00	
20.7	Indirect Expenses (from detail):	\$0.00	
21.0	Total Investment Expense (Sum of Lines 20.1 through 20.7):		\$70,462.76

Electronic Data Processing (EDP)

22.1	Equipment Purchases:	\$0.00	
22.2	Supplies:	\$4,000.00	
22.3	Professional Services:	\$0.00	
22.4	Repairs and Maintenance:	\$0.00	
22.5	Depreciation:	\$0.00	
23.0	Total Electronic Data Processing (Sum of Lines 22.1 through 22.5):		\$4,000.00

Equipment

24.1	Equipment Purchases:	\$0.00	
24.2	Equipment Repairs, Rental and Maintenance:	\$0.00	
24.3	Depreciation:	\$0.00	
25.0	Total Equipment Expense (Sum of Lines 24.1 through 24.3):		\$0.00

Other

26.1	Conference/Seminar Fees:	\$0.00	
26.2	Association Dues:	\$820.00	
26.3	Travel:	\$0.00	
26.4	Postage:	\$0.00	
26.5	Printing:	\$0.00	
26.6	Supplies:	\$335.94	
26.7	Telecommunications:	\$0.00	
26.8	Election Expense:	\$0.00	
26.9	Education Expense:	\$0.00	
26.10	State of Illinois Compliance Fee – Department of Insurance:	\$4,437.21	
26.11	Other Expense (from detail):	\$0.00	
27.0	Total Other Expenses (Sum of Lines 26.1 through 26.11):		\$5,593.15
28.0	Total Administrative Expenses (Sum of Lines 15.0, 17.0, 19.0, 21.0, 23.0, 25.0, and 27.0):		\$95,005.91
29.0	Total Expenses (Sum of Lines 13.0 and 28.0):		\$3,317,017.91
30.0	Fund Balance (Difference of Lines 11.0 and 29.0):		\$28,032,297.78

Assets Statement

31.1	Cash on Hand:	\$0.00
31.2	Deposits in Money Market, Checking, N.O.W., IL Fund, Repurchase Agreements, etc. (Total Balance End of Year from Schedule A):	\$3,990,356.96

Investments

		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
32.1	Certificates of Deposit (Total Balance End of Year from Schedule B):	\$0.00	\$0.00
32.2	State, Local and Corporate Obligations (Total Value from Schedule C3):	\$4,661,991.61	\$4,789,152.37
32.3	U.S. Government and Agency Obligations (Total Value from Schedule D3):	\$3,094,361.45	\$3,192,349.43
32.4	Insurance Company Contracts – General Accounts (Total Balance End of Year from Schedule E):	\$0.00	\$0.00
32.5	Insurance Company Contracts – Separate Accounts (Total Balance End of Year from Schedule F):	\$282,072.30	\$282,072.30
32.6	Pooled Investment Accounts (Total Balance End of Year from Schedule G):	\$0.00	\$0.00
32.7	Common and Preferred Stocks (Total Balance End of Year from Schedule J3):	\$4,995,060.48	\$4,995,060.48
32.8	Mutual Funds (Total Balance End of Year from Schedule K3):	\$11,009,758.87	\$11,009,758.87
33.0	Total Investments (Sum of Lines 32.1 through 32.8):	\$24,043,244.71	\$24,268,393.45

Receivables

34.1	Taxes Receivable:	\$0.00	
34.2	Accrued Past Due Interest:	\$44,108.52	
34.3	Salary Deductions:	\$0.00	
34.4	Taxes Received – Not Distributed:	\$0.00	
34.5	Due from Members for Prior Services:	\$0.00	
34.6	Other Receivables (from detail):	\$0.00	
35.0	Total Receivables (Sum of Lines 34.1 through 34.6):		\$44,108.52
36.0	Equipment:	\$0.00	
37.0	Other Assets (from detail):	\$0.00	

		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
38.0	Total Assets (Sum of Lines 31.1, 31.2, 33.0, 35.0, 36.0, and 37.0):	\$28,077,710.19	\$28,302,858.93

Liabilities

39.1	Pensions and Benefits Due and Unpaid:	\$268,861.15
39.2	Expenses Due and Unpaid	\$1,700.00

Liabilities

39.3	All Other Liabilities (from detail):	\$0.00	
40.0	Total Liabilities (Sum of Lines 39.1 through 39.3):		\$270,561.15
		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
41.0	Net Present Assets, as per Balance (Difference of Lines 38.0 and 40.0):	\$27,807,149.04	\$28,032,297.78

**CITY OF GALEBURG, ILLINOIS
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Receive the 2020 Annual Police Pension Fund Report

SUMMARY RECOMMENDATION: Receive item only

BACKGROUND: Per statute, the City Council is required to receive an annual pension report for the Police Pension Fund. The following report provides the revenue statement, expenses statement, and assets statement for the Police Pension Fund.

BUDGET IMPACT: During the reporting period, the City of Galesburg contributed \$2,423,797 to the Police Pension Fund.

SUPPORTING DOCUMENTATION:

1. Unaudited Galesburg Police Pension Fund Revenue, Expenses and Assets Statements

Revenues Statement

1.1	Amount of Ledger Assets at End of Previous Year's Statement:	\$28,900,877.49
1.2	Amount of Ledger Assets at End of Previous Year – Should Coincide with Line 1.1:	\$28,900,877.49
1.3	Adjustment – If Line 1.1 is Different from Line 1.2 (Absolute Value of the Difference of Lines 1.1 and 1.2):	\$0.00

From Municipalities

2.1	Current Tax Levy:	\$2,423,797.41
2.2	All Previous Year's Taxes:	\$0.00
2.3	Illinois Personal Property Replacement Tax:	\$0.00
2.4	Contributions from Municipality (in lieu of tax levy):	\$0.00
2.5	Other Revenue Received From Municipality (from detail):	\$0.00
3.0	Total Received from Municipality (Sum of Lines 2.1 through 2.5):	\$2,423,797.41

From Members

4.1	Salary Deductions – Current Year's Service:	\$348,713.48
4.2	Contributions – Prior Year's Service:	\$0.00
4.3	Repayment of Refund(s):	\$24,430.45
4.4	Interest Received from Members:	\$0.00
4.5	Other Revenue Received from Members (from detail):	\$69,370.30
	<u>Detail Text:</u>	<u>Detail Amount:</u>
4.5.1	Credited Service Transferred In	\$69,370.30
5.0	Total Received from Members (Sum of Lines 4.1 through 4.5):	\$442,514.23

From Investments

6.1	Interest on Deposits in Checking, Money Market, IL Fund, Repurchase Agreements and Other Cash Investments (Total Interest Received and Accrued from Schedule A):	\$11,617.81
6.2	Interest on Certificates of Deposits (Total Interest Received and Accrued from Schedule B):	\$0.00
6.3	Income from State, Local and Corporate Obligations (Difference of (Sum of Total Interest Received and Accrued from Schedule C2, Total Interest Received and Accrued from Schedule C3, and Total Accrual of Discount from Schedule C3) and Total Amortization of Premium from Schedule C3)	\$43,334.05
6.4	Income from U.S. Government and Agency Obligations (Difference of (Sum of Total Interest Received and Accrued from Schedule D2, Total Interest Received and Accrued from Schedule D3, and Total Accrual of Discount from Schedule D3) and Amortization of Premium from Schedule D3):	\$24,538.19

From Investments

6.5	Income from Insurance Company Contracts – General Accounts (Difference of Total Earnings Credited to Account from Schedule E and Surrender Charges Paid from Schedule E):	\$0.00	
6.6	Income from Insurance Company Contracts – Separate Accounts (Difference of Total Earnings Credited to Account from Schedule F and Surrender Charges Paid from Schedule F):	\$2,207,483.81	
6.7	Income from Investment Pools (Total Earnings Credited to Account from Schedule G):	\$0.00	
6.8	Gain/Loss from Sales of Securities (Sum of Total Profit or Loss on Sale from Schedule C2, Total Profit or Loss on Sale from Schedule D2, Total Profit or Loss on Sale from Schedule J2, and Total Profit or Loss on Sale From Schedule K2):	\$23,697.62	
6.9	Income from Other Investment Assets (from detail):	\$0.00	
6.10	Unrealized Gains/Losses:	\$130,566.33	
6.11	Income/Dividends from Mutual Funds (Sum of Total Income/Dividends from Schedule K2 and Total Income/Dividends from Schedule K3):	\$0.00	
6.12	Income/Dividends from Common and Preferred Stocks (Sum of Total Income/Dividends from Schedule J2 and Total Income/Dividends from Schedule J3):	\$0.00	
7.0	Total Income from Investments (Sum of Lines 6.1 through 6.12):		\$2,441,237.81

From Other Sources

8.0	Donations:		\$0.00	
9.0	Other Income (from detail):	\$129.31		
	<u>Detail Text:</u>	<u>Detail Amount:</u>		
9.0.1	Miscellaneous	\$129.31		
10.0	Total Income (Sum of Lines 3.0, 5.0, 7.0, 8.0, and 9.0):			\$5,307,678.76
11.0	Amount Carried Forward (Sum of the Beginning of Year Balance and Line 10.0):			\$34,208,556.25

Expenses Statement

11.0 Amount Carried Forward (Sum of the Beginning of Year Balance and Line 10.0): \$34,208,556.25

Pensions and Benefits

12.1	Service Pensions:	\$2,687,977.13	
12.2	Non-Duty Disability Pensions:	\$0.00	
12.3	Duty Disability Pensions:	\$77,640.69	
12.4	Occupational Disease Disability Pensions:	\$0.00	
12.5	Surviving Spouse Pensions:	\$308,451.63	
12.6	Children's Pensions:	\$0.00	
12.7	Parents' Pensions:	\$0.00	
12.8	Handicapped Annuitant Pensions:	\$0.00	
12.9	Refund of Contributions:	\$0.00	
12.10	Transfers to other Illinois Public Employee Funds or Systems:	\$52,173.32	
13.0	Total Pensions and Benefits Paid (Sum of Lines 12.1 through 12.10):		\$3,126,242.77

Personal Services

14.1	Salaries and Wages:	\$0.00	
14.2	Group Insurance:	\$0.00	
14.3	Social Security Contributions:	\$0.00	
14.4	Retirement Contributions:	\$0.00	
14.5	Unemployment Insurance:	\$0.00	
14.6	Worker's Compensation:	\$0.00	
15.0	Total Personal Services (Sum of Lines 14.1 through 14.6):		\$0.00

Insurance

16.1	Fiduciary Insurance:	\$0.00	
16.2	Surety Bonds:	\$0.00	
16.3	Fidelity Bonds:	\$0.00	
16.4	Liability:	\$0.00	
16.5	Property:	\$0.00	
17.0	Total Insurance Expense (Sum of Lines 16.1 through 16.5):		\$0.00

Professional Services

18.1	Actuarial:	\$4,750.00	
18.2	Auditing:	\$0.00	
18.3	Accounting and Bookkeeping:	\$9,300.00	
18.4	Medical:	\$0.00	
18.5	Legal Expense:	\$0.00	
18.6	Public Stenographer/Court Reporter:	\$0.00	
19.0	Total Professional Services (Sum of Lines 18.1 through 18.6):		\$14,050.00

Investment Expense

20.1	Investment Manager/Adviser Fee:	\$23,001.88	
20.2	Custodial:	\$1,325.82	
20.3	Investment Research:	\$0.00	
20.4	Safe Deposit and Bank Charges:	\$0.00	
20.5	Broker Commissions:	\$0.00	
20.6	Investment Expense (from detail):	\$0.00	
20.7	Indirect Expenses (from detail):	\$0.00	
21.0	Total Investment Expense (Sum of Lines 20.1 through 20.7):		\$24,327.70

Electronic Data Processing (EDP)

22.1	Equipment Purchases:	\$0.00	
22.2	Supplies:	\$0.00	
22.3	Professional Services:	\$0.00	
22.4	Repairs and Maintenance:	\$4,000.00	
22.5	Depreciation:	\$0.00	
23.0	Total Electronic Data Processing (Sum of Lines 22.1 through 22.5):		\$4,000.00

Equipment

24.1	Equipment Purchases:	\$0.00	
24.2	Equipment Repairs, Rental and Maintenance:	\$0.00	
24.3	Depreciation:	\$0.00	
25.0	Total Equipment Expense (Sum of Lines 24.1 through 24.3):		\$0.00

Other

26.1	Conference/Seminar Fees:	\$0.00	
26.2	Association Dues:	\$795.00	
26.3	Travel:	\$0.00	
26.4	Postage:	\$0.00	
26.5	Printing:	\$0.00	
26.6	Supplies:	\$183.29	
26.7	Telecommunications:	\$0.00	
26.8	Election Expense:	\$0.00	
26.9	Education Expense:	\$0.00	
26.10	State of Illinois Compliance Fee – Department of Insurance:	\$5,111.54	
26.11	Other Expense (from detail):	\$0.00	
27.0	Total Other Expenses (Sum of Lines 26.1 through 26.11):		\$6,089.83
28.0	Total Administrative Expenses (Sum of Lines 15.0, 17.0, 19.0, 21.0, 23.0, 25.0, and 27.0):		\$48,467.53
29.0	Total Expenses (Sum of Lines 13.0 and 28.0):		\$3,174,710.30
30.0	Fund Balance (Difference of Lines 11.0 and 29.0):		\$31,033,845.95

Assets Statement

31.1	Cash on Hand:	\$0.00
31.2	Deposits in Money Market, Checking, N.O.W., IL Fund, Repurchase Agreements, etc. (Total Balance End of Year from Schedule A):	\$3,049,027.31

Investments

		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
32.1	Certificates of Deposit (Total Balance End of Year from Schedule B):	\$0.00	\$0.00
32.2	State, Local and Corporate Obligations (Total Value from Schedule C3):	\$3,891,511.43	\$3,959,101.01
32.3	U.S. Government and Agency Obligations (Total Value from Schedule D3):	\$4,241,552.40	\$4,331,684.85
32.4	Insurance Company Contracts – General Accounts (Total Balance End of Year from Schedule E):	\$0.00	\$0.00
32.5	Insurance Company Contracts – Separate Accounts (Total Balance End of Year from Schedule F):	\$19,941,424.18	\$19,941,424.18
32.6	Pooled Investment Accounts (Total Balance End of Year from Schedule G):	\$0.00	\$0.00
32.7	Common and Preferred Stocks (Total Balance End of Year from Schedule J3):	\$0.00	\$0.00
32.8	Mutual Funds (Total Balance End of Year from Schedule K3):	\$0.00	\$0.00
33.0	Total Investments (Sum of Lines 32.1 through 32.8):	\$28,074,488.01	\$28,232,210.04

Receivables

34.1	Taxes Receivable:	\$0.00	
34.2	Accrued Past Due Interest:	\$18,634.64	
34.3	Salary Deductions:	\$0.00	
34.4	Taxes Received – Not Distributed:	\$0.00	
34.5	Due from Members for Prior Services:	\$0.00	
34.6	Other Receivables (from detail):	\$0.00	
35.0	Total Receivables (Sum of Lines 34.1 through 34.6):		\$18,634.64
36.0	Equipment:	\$0.00	
37.0	Other Assets (from detail):	\$0.00	

		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
38.0	Total Assets (Sum of Lines 31.1, 31.2, 33.0, 35.0, 36.0, and 37.0):	\$31,142,149.96	\$31,299,871.99

Liabilities

39.1	Pensions and Benefits Due and Unpaid:	\$265,251.04
39.2	Expenses Due and Unpaid	\$775.00

Liabilities

39.3	All Other Liabilities (from detail):	\$0.00	
40.0	Total Liabilities (Sum of Lines 39.1 through 39.3):		\$266,026.04
		<u>Actuarial Funding Value:</u>	<u>Market Value:</u>
41.0	Net Present Assets, as per Balance (Difference of Lines 38.0 and 40.0):	\$30,876,123.92	\$31,033,845.95

City Clerk Memo

Operating Under Council - Manager Government Since 1957

TO: City Council
 FROM: Mayor John Pritchard
 DATE: April 19, 2021
 SUBJECT: Commission Appointments

COMMISSION

TERM EXPIRES

Planning & Zoning Commission

Rev. Leigh Nygard
Steve McKelvie

June 2023
June 2023

Electrical Licensing Board

Dale Sugden
William Rosecrans
Ken Swanson

May 2024
May 2024
May 2024

Fire Pension Board

Kelli Bennewitz

April 2024

Golf Advisory Board

Steve Cheesman
Jerry Reynolds

June 2023
June 2023

Community Relations Commission

Jessica Donaldson
Kimberly Thierry

February 2024
February 2024

Landmark Commission

Suzanne Klohn
Paul Stewart
Bob Miener

June 2024
June 2024
June 2024

Library Board

Roger Williamson
Craig Connolly

June 2023
June 2023

Overall Code Review Commission

Brian Benbow
Dale Sugden

June 2023
June 2023

CITY OF GALESBURG

City Clerk Memo

Operating Under Council - Manager Government Since 1957

Police Pension Board

Kelli Bennewitz

May 2024

Public Transportation Advisory Commission

Josh Kilpatrick

June 2023

Linda Miller

June 2023

Tree Commission

Millie Allen

June 2023

Accounts Payable

Transactions by Account

User: tmiller
 Printed: 04/13/2021 - 3:52PM
 Batch: 00019.04.2021



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Stratus Networks, Inc	04/21 Service - General Assistance	04/13/2021	39.20	
001-0000-10407-00	Amanda Jennings	Cell Phone Allow - AJennings	03/31/2021	18.00	
001-0000-10407-00	Stratus Networks, Inc	04/21 Service - Election	04/13/2021	36.81	
001-0000-10407-00	Stratus Networks, Inc	04/21 Service - Teen Court	04/13/2021	12.29	
001-0000-10407-00	Stratus Networks, Inc	04/21 Service - Township Assessor	04/13/2021	69.43	
001-0000-10706-00	Daniel Cervantez	Meals - Wk 9 Basic Firefighter - DCervantez	04/13/2021	162.00	
001-0000-10706-00	Delbert Wells	Meals - Basic Firefighter Wk 9 - DWells	04/13/2021	162.00	
001-0000-10801-00	Advance Auto Parts	Wiper blades	04/13/2021	46.20	
001-0000-10801-00	Mutual Wheel Co., Inc.	Taillights, marker lights	04/13/2021	208.96	
001-0000-10801-00	Map Automotive of Peoria	Batteries, pigtales	04/13/2021	204.40	
001-0000-37900-00	Stratus Networks, Inc	04/21 Service	04/13/2021	-14.34	
		Subtotal for Divison: 0000		<u>944.95</u>	
001-0105-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	11.17	
001-0105-54000-00	Wayne Allen	Internet Allowance	03/31/2021	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	03/31/2021	36.00	
		Subtotal for Divison: 0105		<u>77.17</u>	
001-0110-54000-00	Todd Thompson	Cell Phone Allowance	03/31/2021	36.00	
001-0110-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	30.50	
001-0110-61000-00	Office Specialists, Inc.	Pens, paper	04/13/2021	53.64	
		Subtotal for Divison: 0110		<u>120.14</u>	
001-0115-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	67.05	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	03/31/2021	36.00	
001-0115-61000-00	Office Specialists, Inc.	Pens	04/13/2021	22.17	
		Subtotal for Divison: 0115		<u>125.22</u>	
001-0120-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	22.35	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0120				22.35	
001-0145-51000-00	Peoria County Sheriff	Service of summons #21-MR-0032	04/13/2021	26.00	
001-0145-51010-00	Law Offices of Miller, Hall & Triggs	03/21 Legal Service	04/13/2021	633.40	
001-0145-51010-00	James M Kelly, Attorney	02/21 Legal Service	04/13/2021	330.00	
001-0145-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	11.17	
001-0145-54000-00	Bradley Nolden	Cell Phone Allowance	03/31/2021	36.00	
Subtotal for Divison: 0145				1,036.57	
001-0160-51300-00	Petty Cash - City Clerk	Knox County Clerk - recording fees	04/13/2021	126.00	
001-0160-59516-00	Jeffrey R Cervantez	03/21 AV Services for Meetings	04/13/2021	330.00	
001-0160-59521-00	Knox County Humane Society	05/21 Animal Control Contract	04/13/2021	20,698.00	0000091802
001-0160-59523-00	Galesburg Downtown Council	Replacement Tax Pmt 2021 FY	04/13/2021	8,005.97	
Subtotal for Divison: 0160				29,159.97	
001-0205-51000-00	Collection Professionals, Inc	03/21 Service	04/13/2021	60.00	
001-0205-54000-00	Gloria Osborn	Cell Phone Allowance	03/31/2021	36.00	
001-0205-54000-00	Kraig Boynton	Cell Phone Allowance	03/31/2021	30.00	
001-0205-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	100.60	
Subtotal for Divison: 0205				226.60	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	03/31/2021	36.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	03/31/2021	36.00	
001-0207-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	33.52	
001-0207-54000-00	Lewis Doney II	Cell Phone Allowance	03/31/2021	36.00	
Subtotal for Divison: 0207				141.52	
001-0305-54000-00	Ryan Berger	Cell Phone Allowance	03/31/2021	36.00	
001-0305-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	39.11	
001-0305-61000-00	Office Specialists, Inc.	Nameplate	04/13/2021	13.15	
Subtotal for Divison: 0305				88.26	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	03/31/2021	30.00	
001-0306-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	94.98	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	03/31/2021	30.00	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	03/31/2021	30.00	
001-0306-54000-00	Judy Guenseth	Cell Phone Allowance	03/31/2021	30.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 112 S Whitesboro	04/13/2021	40.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 868 S Pearl St	04/13/2021	40.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 1388 Mulberry St	04/13/2021	40.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 1209 Garden Ln	04/13/2021	40.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up at 973 S Pearl	04/13/2021	391.15	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 246 W North St	04/13/2021	40.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 915 S Kellogg	04/13/2021	95.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash/debris, tires - 475 N Cedar	04/13/2021	397.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up at 543 Liberty	04/13/2021	380.63	
001-0306-55400-00	Kendall Zimmerman	Pick up trash/debris, tires - VL 495 Monmouth Blvd	04/13/2021	433.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 100 S Whitesboro	04/13/2021	40.00	
001-0306-55400-00	Kendall Zimmerman	Pick up trash/debris - Saluda Rd	04/13/2021	165.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up at 203 Lake	04/13/2021	274.33	
001-0306-55400-00	Kendall Zimmerman	Pick up trash - 355 E Second St	04/13/2021	90.00	
001-0306-61000-00	Office Specialists, Inc.	Labels, markers, duster	04/13/2021	27.77	
Subtotal for Divison: 0306				2,708.86	
001-0410-51000-00	Statham & Long, LLC	Title search - VL Mulberry & Seminary	04/13/2021	150.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	03/31/2021	30.00	
001-0410-54000-00	Wayne Carl	Cell Phone Allowance	03/31/2021	30.00	
001-0410-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	89.40	
001-0410-54000-00	Malinda Davis	Cell Phone Allowance	03/31/2021	30.00	
001-0410-54000-00	Jamie West	Cell Phone Allowance	03/31/2021	30.00	
001-0410-54000-00	Brian Vorva	Cell Phone Allowance	03/31/2021	30.00	
001-0410-61000-00	Office Specialists, Inc.	Labels, staple remover	04/13/2021	28.48	
Subtotal for Divison: 0410				417.88	
001-0445-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	46.81	
001-0445-55500-00	Glenn's Radiator & Auto Service, Inc	Wheel alignment #904	04/13/2021	99.95	
001-0445-55500-00	Heritage-Crystal Clean, LLC	Used oil pickup	04/13/2021	36.75	
001-0445-55700-00	Royal Cleaning Services	04/21 Janitorial Services	04/13/2021	242.00	
001-0445-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	15.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	03/21 Service	04/13/2021	50.46	
001-0445-57500-00	Aramark Uniform Serv. Inc.	04/21 Service	04/13/2021	50.46	
001-0445-62500-00	Yemm Ford, Inc	Multifunction switch #153	04/13/2021	82.30	
001-0445-62500-00	Advance Auto Parts	Fuel filter #159	04/13/2021	5.92	
001-0445-62500-00	Advance Auto Parts	Air filter #153	04/13/2021	8.04	
001-0445-62500-00	Advance Auto Parts	Oil filter #188	04/13/2021	3.14	

Account Number	Vendor	Description	Date	Amount	PO No
001-0445-63000-00	Advance Auto Parts	Val non detergent	04/13/2021	14.70	
001-0445-63000-00	Advance Auto Parts	Eraser	04/13/2021	39.98	
001-0445-66500-00	Napa Auto Parts	TPMS Tool- TPA 300	04/13/2021	645.18	
001-0445-66500-00	Airgas Mid America Inc	Heating tip	04/13/2021	159.29	
Subtotal for Divison: 0445				1,499.98	
001-0450-51000-00	Petty Cash - City Clerk	IL Sec of State - replacement plate	04/13/2021	6.00	
001-0450-52000-00	Ameren Illinois	03/21 Electricity #9048316063	03/31/2021	27.09	
001-0450-52300-00	Ameren Illinois	03/21 Heat #4414444021	03/31/2021	845.81	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	03/31/2021	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	03/31/2021	30.00	
001-0450-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	41.68	
001-0450-55500-00	Martin Equipment of Illinois, Inc.	Move loader to Goodfield for repairs and back #122	04/13/2021	1,681.70	
001-0450-55500-00	Martin Equipment of Illinois, Inc.	Diesel Engine parts & repair for Unit #122	04/13/2021	24,675.82	0000091909
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #114	04/13/2021	40.00	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #108	04/13/2021	41.00	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #110	04/13/2021	40.00	
001-0450-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	15.00	
001-0450-61000-00	Office Specialists, Inc.	Toner	04/13/2021	158.27	
001-0450-61000-00	Office Specialists, Inc.	Toner	04/13/2021	48.50	
001-0450-62500-00	Nichols Diesel Service, Inc.	Horn pad #109	04/13/2021	134.53	
001-0450-62500-00	Yemm Ford, Inc	Radiator hose #142	04/13/2021	107.40	
001-0450-62500-00	Knapheide Truck Equipment	Auger motor #108	04/13/2021	434.22	
001-0450-65000-00	Office Specialists, Inc.	Towels	04/13/2021	23.03	
001-0450-66500-00	Galesburg Electric, Inc.	Socket	04/13/2021	11.08	
001-0450-67500-00	Reflective Apparel Factory, Inc.	Safety shirts, safety vests, sun hats, safety pants	04/13/2021	778.00	
Subtotal for Divison: 0450				29,169.13	
001-0510-51000-00	Bridgeway Training Services	202 lb of secure document destruction	04/13/2021	30.30	
001-0510-52300-00	Ferrellgas Co.	Propane	04/13/2021	333.57	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	Daniel Hostens	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	03/31/2021	36.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	233.76	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54000-00	William T. Boynton	Cell Allowance	03/31/2021	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	03/31/2021	30.00	
001-0510-54500-00	Travis Smith	Meals - SWAT Team Leader Dev- EMoline - TSmith	04/13/2021	60.00	
001-0510-54500-00	Greg Huwe	Meals- SWAT Team Leader Dev-EMoline-GHuwe	04/13/2021	60.00	
001-0510-54500-00	Patrick Kisler	Meals - SWAT Team Leader Dev - EMoline- PKisler	04/13/2021	60.00	
001-0510-55000-00	Motorola Solutions, Inc	04/21 Service	04/13/2021	195.00	
001-0510-55700-00	American Pest Control Inc	Termite Service Agreement	04/13/2021	240.00	
001-0510-57500-00	Burke Cleaners, Inc	03/21 Police Uniform Cleaning	04/13/2021	302.90	0000091897
001-0510-61700-00	Office Specialists, Inc.	Fusing unit	04/13/2021	752.00	
001-0510-67000-00	Illinois Prosecutor Services, LLC	2021 ICOG Binder 2 Volume Set	04/13/2021	215.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	Dbl pistol taco, taco cuff pouch, rifle taco u mount	04/13/2021	125.04	
001-0510-67500-00	Artistic Engraving	Gold name plate with clutch back	04/13/2021	17.81	
		Subtotal for Divison: 0510		2,901.38	
001-0525-54700-00	Royce Kunkle	03/21 Mileage reimbursement	04/13/2021	137.20	
		Subtotal for Divison: 0525		137.20	
001-0550-51000-00	Select Advantage	03/21 911 Dispatcher Assesment Services	04/13/2021	60.00	
001-0550-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	110.84	
001-0550-54000-00	Cameron Lemaster	Cell Phone Allowance	03/31/2021	36.00	
001-0550-54000-00	Amanda Jennings	Cell Allowance	03/31/2021	18.00	
001-0550-61000-00	Office Specialists, Inc.	Ribbon, staple remover, ribbon, notepad, tape	04/13/2021	110.35	
001-0550-61000-00	Office Specialists, Inc.	Ribbon	04/13/2021	12.23	
		Subtotal for Divison: 0550		347.42	
001-0605-54000-00	David Farrell	Cell Phone Allowance	03/31/2021	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	03/31/2021	36.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	03/31/2021	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	03/31/2021	30.00	
001-0605-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	259.43	
001-0605-54500-00	Brock Schmitt	Reimbursement for fuel - MABAS	04/13/2021	120.01	
001-0605-55500-00	Cummins Sale & Service	Parts for repairs to Engine #52	04/13/2021	6,140.62	0000091931
001-0605-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	15.00	
001-0605-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	15.00	
001-0605-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	20.00	
001-0605-62500-00	Advance Auto Parts	Oil filter, fuel filter #54	04/13/2021	53.37	
001-0605-62500-00	Advance Auto Parts	Oil filter #52	04/13/2021	23.48	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-62500-00	Advance Auto Parts	Oil filter, fuel filter #52	04/13/2021	49.68	
001-0605-62500-00	Advance Auto Parts	Return oil filter #52	04/13/2021	-19.79	
001-0605-62500-00	Nichols Diesel Service, Inc.	Crankcase filter #54	04/13/2021	109.72	
001-0605-62500-00	Nichols Diesel Service, Inc.	Crankcase filter #52	04/13/2021	109.72	
001-0605-65000-00	Office Specialists, Inc.	Dispenser, bottle spray	04/13/2021	41.03	
001-0605-65000-00	Office Specialists, Inc.	Liners, paper bags, dishsoap, vacuum bags	04/13/2021	72.75	
001-0605-65500-00	MFC	Hydraulic hose assy	04/13/2021	79.82	
001-0605-65500-00	Alexis Fire Equipment Co., Inc.	Orings, ball bearings, gasket	04/13/2021	91.13	
001-0605-67500-00	Midwest Uniform Supply, Inc	Perf tee, jobshirt - BGlason	04/13/2021	14.00	
001-0605-67500-00	Office Specialists, Inc.	Earplugs	04/13/2021	30.30	
001-0605-67500-00	Midwest Uniform Supply, Inc	Rip stop ems pants - ASpataro	04/13/2021	59.99	
001-0605-67500-00	Ray O'Herron Co., Inc.	HG badge	04/13/2021	112.56	
001-0605-68600-00	John Seitz	Reimburse for PPE gown storage	04/13/2021	7.00	
001-0605-68600-00	Office Specialists, Inc.	Gloves	04/13/2021	219.75	
		Subtotal for Divison: 0605		<u>7,750.57</u>	
		Subtotal for Fund 001		<u><u>76,875.17</u></u>	
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portland Cement Concrete Class SI for 2021	04/13/2021	229.00	0000091826
		Subtotal for Divison: 0000		<u>229.00</u>	
		Subtotal for Fund 011		<u><u>229.00</u></u>	
014-0000-64500-00	Galesburg Electric, Inc.	Misc supplies	04/13/2021	59.47	
014-0000-64500-00	Vulcan, Inc.	Clear application tape	04/13/2021	181.41	
014-0000-64500-00	Vulcan, Inc.	Sheet metal	04/13/2021	1,599.00	
014-0000-66000-00	Galesburg Electric, Inc.	Light bulbs	04/13/2021	821.42	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2021	04/13/2021	858.00	0000091830
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2021	04/13/2021	792.00	0000091830
		Subtotal for Divison: 0000		<u>4,311.30</u>	
		Subtotal for Fund 014		<u><u>4,311.30</u></u>	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	03/31/2021	30.00	
016-0000-54000-00	Mark McLaughlin	Cell Allowance	03/31/2021	30.00	
016-0000-54000-00	Kyle A Winbigler	Cell Phone Allowance	03/31/2021	30.00	
016-0000-54000-00	Lane Mings	Cell Phone Allowance	03/31/2021	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	03/31/2021	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	03/31/2021	30.00	
		Subtotal for Divison: 0000		<u>180.00</u>	
		Subtotal for Fund 016		<u><u>180.00</u></u>	
018-0000-62500-00	Electro-Mechanical Resources, Inc	Race #125	04/13/2021	27.37	
018-0000-62500-00	Electro-Mechanical Resources, Inc	Bearings #125	04/13/2021	158.20	
018-0000-62500-00	Key Equipment & Supply Co	Belt splice #125	04/13/2021	64.23	
018-0000-62500-00	Interstate Battery Systems of Central	Batteries #125	04/13/2021	197.90	
018-0000-65500-00	Zarnoth Brush Works, Inc	Poly tube K broom, disposable gutter brooms	04/13/2021	1,932.00	
		Subtotal for Divison: 0000		<u>2,379.70</u>	
		Subtotal for Fund 018		<u><u>2,379.70</u></u>	
019-0000-33385-00	Dedra Mannon	Full refund of Lake Storey Pavilion due to COVID19	04/13/2021	337.50	
		Subtotal for Divison: 0000		<u>337.50</u>	
019-1905-51500-00	WMOI - FM	Radio ads	04/13/2021	250.00	
019-1905-51500-00	AD Scott Company, LLC	Advertising	04/13/2021	100.00	
019-1905-53000-00	Sebis Direct Inc	02/21 UB Printing Costs - Recreation Flyer	04/13/2021	797.94	
019-1905-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	64.03	
019-1905-54000-00	Lauren Dynes	Cell Allowance	03/31/2021	30.00	
019-1905-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	03/31/2021	36.00	
019-1905-54000-00	Chelsea Moberg	Cell Phone Allowance	03/31/2021	30.00	
019-1905-59511-00	Galesburg Tourism Fund	03/21 Tourism Agreement	04/13/2021	15,833.33	
019-1905-59528-00	Galesburg Community Foundation	02/21 2% Hotel/Motel Tax Pmts	04/13/2021	13,084.88	
019-1905-59537-00	Knox Civic Center Authority	02/21 2% Hotel/Motel Tax Pmts	04/13/2021	6,886.77	
019-1905-61000-00	Office Specialists, Inc.	Calculator, tape dispenser, packing tape	04/13/2021	28.55	
019-1905-62500-00	Advance Auto Parts	Oil filter, fuel filter #576	04/13/2021	9.06	
		Subtotal for Divison: 1905		<u>37,150.56</u>	
019-1910-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	19.33	
019-1910-55700-00	Royal Cleaning Services	04/21 Janitorial Services	04/13/2021	899.00	
019-1910-55700-00	Helm Mechanical / Helm Service	PM IT units	04/13/2021	500.00	
019-1910-55700-00	Helm Mechanical / Helm Service	Service to IT room for overheating	04/13/2021	2,621.13	
019-1910-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	30.00	
019-1910-55700-00	Royal Cleaning Services	04/21 HTAS	04/13/2021	1,100.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1910-55700-00	Lock & Key Shop LLC	Rekey master on site	04/13/2021	94.00	
019-1910-66000-00	Galesburg Electric, Inc.	Motion sensor	04/13/2021	37.78	
Subtotal for Divison: 1910				5,301.24	
019-1911-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	77.32	
019-1911-55700-00	Lambasio, Inc.	Replaced mop sink, repaired mens stool/urinal, flushed shower valv	04/13/2021	570.81	
019-1911-55700-00	Royal Cleaning Services	04/21 Janitorial Service	04/13/2021	1,568.00	
019-1911-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	30.00	
019-1911-55700-00	Royal Cleaning Services	04/21 HTAS	04/13/2021	550.00	
019-1911-59300-00	Getz Fire Equipment Co., Inc.	First aid supplies	04/13/2021	50.85	
Subtotal for Divison: 1911				2,846.98	
019-1915-52000-00	Ameren Illinois	03/21 Electricity #7756699015	03/31/2021	347.96	
019-1915-52300-00	Ameren Illinois	03/21 Heat #0883556016	03/31/2021	138.08	
019-1915-54000-00	Travis Huffman	Cell Phone Allowance	03/31/2021	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	03/31/2021	30.00	
019-1915-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	41.68	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	03/31/2021	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	03/31/2021	30.00	
019-1915-55700-00	Howe Overhead Doors, Inc.	Adjusted spring tension and operator clutch	04/13/2021	125.00	
019-1915-55700-00	Royal Cleaning Services	04/21 Cleaning Service	04/13/2021	476.00	
019-1915-55700-00	Knox County Landfill	03/21 Service	04/13/2021	136.40	
019-1915-57500-00	Aramark Uniform Serv. Inc.	03/21 Service	04/13/2021	45.40	
019-1915-57500-00	Aramark Uniform Serv. Inc.	04/21 Service	04/13/2021	45.40	
019-1915-62500-00	Martin Sullivan, Inc	VBelt #525	04/13/2021	188.35	
019-1915-62500-00	Advance Auto Parts	Brake pads #510	04/13/2021	38.99	
019-1915-62500-00	Advance Auto Parts	Water pump #510	04/13/2021	107.60	
019-1915-62500-00	Advance Auto Parts	Hydraulic filter #522	04/13/2021	27.40	
019-1915-62500-00	Advance Auto Parts	Battery #522	04/13/2021	103.17	
019-1915-62500-00	Advance Auto Parts	Hydraulic filter #525	04/13/2021	25.71	
019-1915-62500-00	Yemm Chevrolet, Inc-Geo	Thermostat inlet #510	04/13/2021	47.21	
019-1915-62500-00	Martin Sullivan, Inc	Fuel filter #522	04/13/2021	69.02	
019-1915-62500-00	Martin Sullivan, Inc	Wheel, fuel filter #525	04/13/2021	322.42	
019-1915-62500-00	Martin Sullivan, Inc	Yoke #525	04/13/2021	226.73	
019-1915-62500-00	Pomp's Tire - Galesburg	Tire #525	04/13/2021	127.50	
019-1915-62510-00	Herr Petroleum Corp	110.6 gal diesel #2	04/13/2021	281.33	0000091806
019-1915-66000-00	Galesburg Electric, Inc.	Recycle bulbs	04/13/2021	8.40	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-66500-00	Burns Trailer Sales	2021 Trailerman Trailer #579A	04/13/2021	2,036.00	
		Subtotal for Divison: 1915		5,085.75	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	03/31/2021	30.00	
019-1920-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	30.50	
019-1920-57500-00	Aramark Uniform Serv. Inc.	04/21 Service	04/13/2021	30.04	
019-1920-57500-00	Aramark Uniform Serv. Inc.	03/21 Service	04/13/2021	19.00	
019-1920-61000-00	Office Specialists, Inc.	Namebadge	04/13/2021	19.69	
019-1920-61000-00	Office Specialists, Inc.	HDMI cable	04/13/2021	12.99	
019-1920-61000-00	Office Specialists, Inc.	Pens, markers	04/13/2021	26.32	
019-1920-61000-00	Office Specialists, Inc.	Handset	04/13/2021	6.13	
019-1920-61000-00	Office Specialists, Inc.	Labels	04/13/2021	17.18	
019-1920-61000-00	Office Specialists, Inc.	Thermal roll tape	04/13/2021	20.90	
019-1920-62500-00	Scott Equipment, LLC	Drain plug #564	04/13/2021	21.75	
019-1920-62510-00	Herr Petroleum Corp	39.5 gal diesel #2, 157.4 gal reg unleaded	04/13/2021	490.96	0000091804
019-1920-64000-00	SRIXON/Cleveland Golf/XXIO	Balls	04/13/2021	189.00	
019-1920-64000-00	HORNUNG'S GOLF PRODUCTS, I	Grip	04/13/2021	20.95	
019-1920-64000-00	Callaway	Golf balls	04/13/2021	133.25	
019-1920-64000-00	The CIT Group	Misc apparel	04/13/2021	19.47	
019-1920-64000-00	Black Clover Enterprises, LLC	Misc apparel	04/13/2021	521.43	
019-1920-64125-00	Atlantic Coca-Cola	Soda, water, powerade	04/13/2021	281.36	
019-1920-64125-00	Atlantic Coca-Cola	Soda	04/13/2021	295.06	
019-1920-64125-00	Smithfield Direct, LLC	Misc concessions	04/13/2021	89.70	
019-1920-64125-00	Smithfield Direct, LLC	Misc concessions	04/13/2021	59.80	
019-1920-64300-00	R & R Products, Inc.	Signs, cup puller	04/13/2021	152.40	
019-1920-65000-00	Office Specialists, Inc.	Face masks	04/13/2021	53.97	
019-1920-65000-00	Office Specialists, Inc.	Wipes	04/13/2021	35.99	
019-1920-65000-00	Office Specialists, Inc.	Towels, liners	04/13/2021	54.27	
019-1920-65500-00	R & R Products, Inc.	Tines, sprinkler head trimmer,bedknife,mini marker,nozzle,bolts	04/13/2021	1,106.95	
019-1920-66000-00	Galesburg Electric, Inc.	Recycle bulbs	04/13/2021	1.40	
		Subtotal for Divison: 1920		3,740.46	
019-1925-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	11.17	
019-1925-66000-00	Galesburg Electric, Inc.	Receptacles, fish tape	04/13/2021	265.26	
019-1925-66000-00	Galesburg Electric, Inc.	Polaris insulated tap connectors	04/13/2021	113.10	
		Subtotal for Divison: 1925		389.53	
019-1935-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	44.70	

Account Number	Vendor	Description	Date	Amount	PO No
019-1935-57500-00	Aramark Uniform Serv. Inc.	03/21 Service	04/13/2021	176.90	
019-1935-57500-00	Aramark Uniform Serv. Inc.	04/21 Service	04/13/2021	176.90	
		Subtotal for Divison: 1935		<u>398.50</u>	
019-1940-64000-00	Original Waterman Inc	Gaiter masks	04/13/2021	200.00	
		Subtotal for Divison: 1940		<u>200.00</u>	
019-1950-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	11.17	
019-1950-67500-00	Original Waterman Inc	Guard cozy masks	04/13/2021	322.45	
		Subtotal for Divison: 1950		<u>333.62</u>	
019-1965-54000-00	Aaron Young	Cell Phone Allowance	03/31/2021	30.00	
019-1965-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	20.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	03/21 Service	04/13/2021	32.28	
019-1965-57500-00	Aramark Uniform Serv. Inc.	04/21 Service	04/13/2021	32.28	
019-1965-62500-00	MTI Distributing, Inc	Rear frame #583	04/13/2021	583.33	
019-1965-66000-00	Galesburg Electric, Inc.	Misc supplies	04/13/2021	1,426.24	
019-1965-66500-00	Burns Trailer Sales	7 to 4 plug #579A	04/13/2021	7.75	
		Subtotal for Divison: 1965		<u>2,131.88</u>	
019-1975-54000-00	Michael Flaig	Cell Phone Allowance	03/31/2021	30.00	
		Subtotal for Divison: 1975		<u>30.00</u>	
		Subtotal for Fund 019		<u><u>57,946.02</u></u>	
020-0000-66000-00	Galesburg Electric, Inc.	Misc supplies	04/13/2021	125.02	
		Subtotal for Divison: 0000		<u>125.02</u>	
		Subtotal for Fund 020		<u><u>125.02</u></u>	
023-0000-55420-00	Werner Restoraton Services, Inc.	Board up at 1356 E Main	04/13/2021	459.97	
		Subtotal for Divison: 0000		<u>459.97</u>	
		Subtotal for Fund 023		<u><u>459.97</u></u>	
024-0000-52000-00	Ameren Illinois	03/21 Electricity #5244167035	03/31/2021	27.09	
024-0000-52000-00	Ameren Illinois	03/21 Electricity #5346260034	03/31/2021	374.59	
024-0000-52300-00	Ameren Illinois	03/21 Heat #3293493011	03/31/2021	49.94	
024-0000-83100-00	National Stearman Foundation, Inc	Site Engineering Stearman Building	04/13/2021	41,161.84	0000091891

Account Number	Vendor	Description	Date	Amount	PO No
				Subtotal for Divison: 0000	41,613.46
				Subtotal for Fund 024	41,613.46
030-0000-10801-00	Gillig	Latches	03/31/2021	58.08	
030-0000-10801-00	Eastern Iowa Tire	BRM, bead repair	03/31/2021	847.80	
030-0000-10801-00	Mack Sales & Service of Morton	Clamps	03/31/2021	57.00	
030-0000-10801-00	Mack Sales & Service of Morton	Bolts	03/31/2021	423.00	
030-0000-10801-00	Mack Sales & Service of Morton	Carrier seals, gasket	03/31/2021	85.24	
030-0000-10801-00	Mack Sales & Service of Morton	Combinations	03/31/2021	611.80	
030-0000-10801-00	Mack Sales & Service of Morton	Hubodometer datatracs	03/31/2021	344.04	
				Subtotal for Divison: 0000	2,426.96
030-0320-51000-00	Galesburg Communications, Inc.	2/26/21-5/6/21 800 Dispatch	02/28/2021	403.20	
030-0320-52300-00	Ameren Illinois	03/21 Heat #6235036022	03/31/2021	278.94	
030-0320-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	38.66	
030-0320-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #468, #466	03/31/2021	81.00	
030-0320-55700-00	Howe Overhead Doors, Inc.	Adjusted spring tension	03/31/2021	150.00	
030-0320-61500-00	Office Specialists, Inc.	Sorter	03/31/2021	12.22	
030-0320-62500-00	Midwest Transit Equipment, Inc.	New wheel chair securements	03/31/2021	3,249.88	
030-0320-62510-00	Herr Petroleum Corp	145.3 gal reg unleaded	03/31/2021	342.66	0000091803
030-0320-62510-00	Herr Petroleum Corp	102.1 gal reg unleaded	03/31/2021	248.40	0000091803
030-0320-62510-00	Herr Petroleum Corp	93.7 gal reg unleaded	04/13/2021	232.46	0000091803
030-0320-62510-00	Herr Petroleum Corp	137.2 gal reg unleaded	03/31/2021	339.01	0000091803
030-0320-62510-00	Herr Petroleum Corp	194.7 gal reg unleaded	04/13/2021	481.09	0000091803
030-0320-62510-00	Herr Petroleum Corp	207.8 gal reg unleaded	03/31/2021	490.05	0000091803
030-0320-65000-00	Office Specialists, Inc.	Towels	03/31/2021	78.39	
				Subtotal for Divison: 0320	6,425.96
030-0370-51000-00	Galesburg Communications, Inc.	2/26/21-5/6/21 800 Dispatch	02/28/2021	376.32	
030-0370-52300-00	Ameren Illinois	03/21 Heat #6235036022	03/31/2021	650.90	
030-0370-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	93.63	
030-0370-54000-00	Pamelyn Usher	Cell Phone Allowance	03/31/2021	30.00	
030-0370-55500-00	Galesburg Communications, Inc.	Reprogrammed 10 radios	03/31/2021	144.50	
030-0370-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #1108	03/31/2021	41.00	
030-0370-55500-00	Interstate Power System	Service to unit 401	03/31/2021	1,149.00	
030-0370-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #405	03/31/2021	40.00	
030-0370-55500-00	Interstate Power System	Service to unit 405	03/31/2021	1,708.56	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-55700-00	Galesburg Termite & Pest Control	03/21 Service	03/31/2021	45.00	
030-0370-55700-00	Galesburg Termite & Pest Control	04/21 Service	04/13/2021	45.00	
030-0370-57500-00	Cintas, Inc	03/21 Service	03/31/2021	170.74	
030-0370-57500-00	Cintas, Inc	03/21 Service	03/31/2021	142.92	
030-0370-57500-00	Cintas, Inc	04/21 Service	04/13/2021	113.79	
030-0370-61000-00	Office Specialists, Inc.	Coffee	02/28/2021	13.60	
030-0370-62500-00	Gillig	Battery voltage equilizer	03/31/2021	733.80	
030-0370-62500-00	Gillig	Hose	03/31/2021	64.61	
030-0370-62500-00	Gillig	Bushings, locknuts, bolts	03/31/2021	1,168.04	
030-0370-62500-00	Gillig	Rod asm	03/31/2021	1,525.16	
030-0370-62500-00	Gillig	Torsion rod	03/31/2021	340.60	
030-0370-62500-00	Mack Sales & Service of Morton	Premium xtreme/heavy duty	03/31/2021	136.00	
030-0370-62500-00	RILCO Fluid Care	Oil	03/31/2021	1,280.20	
030-0370-62500-00	Mack Sales & Service of Morton	Gasket	03/31/2021	134.99	
030-0370-62500-00	Mack Sales & Service of Morton	Valve kits	03/31/2021	585.00	
030-0370-62500-00	Mack Sales & Service of Morton	Core charge	03/31/2021	57.50	
030-0370-62510-00	Herr Petroleum Corp	280.6 gal diesel #2	04/13/2021	713.27	0000091803
030-0370-62510-00	Herr Petroleum Corp	614.1 gal diesel #2	03/31/2021	1,547.30	0000091803
030-0370-62510-00	Herr Petroleum Corp	200.1 gal diesel #2	03/31/2021	510.09	0000091803
030-0370-62510-00	Herr Petroleum Corp	494.9 gal diesel	03/31/2021	1,336.98	0000091803
030-0370-62510-00	Herr Petroleum Corp	206.6 gal diesel #2	04/13/2021	525.52	0000091803
030-0370-62510-00	Herr Petroleum Corp	346 gal diesel #2	03/31/2021	879.51	0000091803
030-0370-62510-00	Herr Petroleum Corp	325.6 gal diesel #2	03/31/2021	820.40	0000091803
		Subtotal for Divison: 0370		<u>17,123.93</u>	
		Subtotal for Fund 030		<u><u>25,976.85</u></u>	
049-0000-55700-00	Neil Thomas Plumbing & Heating, I	Service 2 electric furnaces, replaced thermal limit	04/13/2021	381.22	
		Subtotal for Divison: 0000		<u>381.22</u>	
		Subtotal for Fund 049		<u><u>381.22</u></u>	
053-0000-20102-00	Hein Construction Co, Inc	Retainage - rehab existing storage building for inside storage	04/13/2021	-8,953.16	
053-0000-76000-00	Hein Construction Co, Inc	Rehabilitation of an existing storage building for inside storag	04/13/2021	89,531.57	0000091682
		Subtotal for Divison: 0000		<u>80,578.41</u>	

Account Number	Vendor	Description	Date	Amount	PO No
				<u>80,578.41</u>	
Subtotal for Fund 053					
059-0000-71000-00	Klingner & Associates P.C.	Architectural work to install new water feature at Lakeside	04/13/2021	1,097.50	
059-0000-78010-00	Treasurer State of IL, IDOT	S Seminary St roadway construction costs - Utility Tax Portion	04/13/2021	56,652.27	0000091834
				<u>57,749.77</u>	
Subtotal for Division: 0000					
				<u>57,749.77</u>	
Subtotal for Fund 059					
061-0000-15401-00	Treasurer State of IL, IDOT	S Seminary St water main replacement	04/13/2021	333,534.60	0000091834
061-0000-20101-00	KATHY OSTRANDER	Refund Check 034805-000, 541 IRWIN ST	04/13/2021	98.61	
061-0000-20101-00	JASON SPRINGER	Refund Check 056595-001, 1411 WILLARD ST	04/07/2021	13.32	
061-0000-20101-00	BRENDA MORRISON	Refund Check 059138-001, 662 JEFFERSON ST	04/07/2021	82.98	
061-0000-20101-00	PETER LOGAN	Refund Check 011092-011, 287 INDIANA AVE	04/07/2021	65.34	
061-0000-20101-00	JASHIA JOHNSON	Refund Check 017633-003, 533 E NORTH ST	04/07/2021	38.40	
061-0000-20101-00	ALLISON FORNANDER	Refund Check 049935-002, 694 E LOSEY ST	04/07/2021	62.67	
061-0000-20101-00	MARK ENDICOTT	Refund Check 018041-002, 1098 S PEARL ST	04/07/2021	44.88	
061-0000-20101-00	FOLLMER SUHOMSKI INVESTM	Refund Check 062167-001, 1013 WASHINGTON AVE	04/07/2021	71.28	
061-0000-20101-00	DAVID DOWERS	Refund Check 062845-001, 566 W DAYTON ST	04/07/2021	70.87	
061-0000-20101-00	JONATHON COOPER	Refund Check 061113-000, 1138 N SEMINARY ST	04/07/2021	22.42	
061-0000-20101-00	ERICA FLYTE	Reissue UB refund check #93576, never rec'd	04/13/2021	72.69	
061-0000-20101-00	CATHY DEROSE	Refund Check 042668-002, 281 E LOSEY ST	04/07/2021	46.28	
061-0000-20101-00	ROGER HAGERTY	Refund Check 007167-065, 733 S CHAMBERS ST	04/07/2021	78.24	
061-0000-20101-00	DIANNA ANDERSON	Refund Check 061132-000, 241 DAY ST	04/07/2021	51.50	
061-0000-20101-00	PATRICK COATE	Refund Check 045279-000, 2169 SANDEEP DR	04/07/2021	18.32	
061-0000-20101-00	VICKI ELY	Refund Check 061469-000, 245 N CHERRY ST	04/07/2021	62.13	
061-0000-20101-00	AMANDA CUTLER	Refund Check 061345-000, 1570 MCKNIGHT ST	04/07/2021	61.32	
061-0000-20101-00	DONALD BEITZEL	Refund Check 056593-001, 967 N KELLOGG ST	04/07/2021	82.62	
061-0000-20101-00	CHRISTINE CHIALIVA	Refund Check 005062-003, 46 E GROVE ST	04/13/2021	27.30	
061-0000-20101-00	LISA CARLSON	Refund Check 046604-001, 757 BROWN AVE	04/07/2021	35.69	
061-0000-20101-00	BAILEE CASE	Refund Check 062006-000, 1303 N CEDAR ST	04/07/2021	17.83	
061-0000-20101-00	JOSE FERNANDO BARRERA ROE	Refund Check 053815-000, 847 AVENUE B	04/07/2021	17.83	
061-0000-20101-00	ROBERT SCHISLER	Refund Check 008167-001, 154 MADISON ST	04/07/2021	78.24	
061-0000-20101-00	AUSTIN WILSON	Refund Check 057196-000, 60 COUNTRY ELMS EST	04/07/2021	124.03	
061-0000-20101-00	PATRICK YOUNG	Refund Check 016622-019, 1342 MOSHIER AVE	04/07/2021	76.36	
061-0000-20101-00	CHRISTOPHER WILCOX	Refund Check 012191-017, 581 N SEMINARY ST	04/07/2021	7.47	
061-0000-20101-00	JJD CONTRACTING CO INC	Refund of hydrant meter deposit	04/13/2021	354.09	
061-0000-20101-00	KHRISTA TOWLE	Refund Check 062370-000, 1077 HAWKINSON AVE 7	04/07/2021	99.43	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	PATRICK RIORDAN	Refund Check 056659-002, 2058 CHRISTINE DR	04/07/2021	44.39	
061-0000-20101-00	JENNIFER VICKER	Refund Check 055127-000, 1150 PINE ST	04/07/2021	56.77	
061-0000-20101-00	CAROL WHITLOCK	Refund Check 061431-000, 364 BEDI AVE	04/07/2021	113.61	
061-0000-20101-00	ANDREW WEST	Refund Check 047442-002, 1083 W NORTH ST	04/07/2021	20.61	
061-0000-51000-00	PDC Laboratories, Inc.	Water testing	04/13/2021	14.00	
061-0000-51000-00	Sebis Direct Inc	02/21 UB Printing Costs	04/13/2021	835.36	
061-0000-51000-00	PDC Laboratories, Inc.	Water testing	04/13/2021	28.00	
061-0000-52000-00	Illinois Power Marketing	03/21 Electricity #GMCGAL1002	03/31/2021	27,868.29	
061-0000-52000-00	American Electric Power	03/21 Electricity	03/31/2021	8,907.16	
061-0000-52300-00	Ameren Illinois	03/21 Heat #1017455691	03/31/2021	426.37	
061-0000-54000-00	Shelby Schwieter	Cell Phone Allowance	03/31/2021	30.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	03/31/2021	30.00	
061-0000-54000-00	Timothy Fey	Cell Phone Allowance	03/31/2021	30.00	
061-0000-54000-00	Eric Heiden	Cell Allowance	03/31/2021	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	03/31/2021	30.00	
061-0000-54000-00	Stratus Networks, Inc	04/21 Service	04/13/2021	128.05	
061-0000-55500-00	Sidener Environmental Service, Inc.	Annual maint on CL2 system	04/13/2021	1,700.00	
061-0000-55700-00	Royal Cleaning Services	04/21 Janitorial Services	04/13/2021	434.00	
061-0000-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	30.00	
061-0000-55700-00	Four Seasons Pest Control	03/21 Service	04/13/2021	45.00	
061-0000-55700-00	Waste Management, Inc.	04/21 Service	04/13/2021	97.14	
061-0000-55700-00	Waste Management, Inc.	04/21 Service	04/13/2021	17.36	
061-0000-61000-00	Office Specialists, Inc.	Clipboard, pens, tape	04/13/2021	40.00	
061-0000-61700-00	Office Specialists, Inc.	Keyboard, mouse	04/13/2021	49.00	
061-0000-61700-00	Office Specialists, Inc.	Wireless mouse	04/13/2021	47.33	
061-0000-65500-00	Sidener Environmental Service, Inc.	Return plug, spring, retainer, ring, diaphragm	07/28/2020	-107.80	
061-0000-66000-00	Gunther Construction Co., a div. of U	43.77 tons of FA1, 21.77 tons 1" down comm	04/13/2021	1,032.19	
061-0000-66000-00	Galesburg Builders Supply, Inc.	3.06 ton premier cold mix	04/13/2021	474.30	
061-0000-66000-00	Galesburg Electric, Inc.	Light	04/13/2021	21.24	
061-0000-66000-00	Galesburg Electric, Inc.	Power outlet	04/13/2021	14.78	
061-0000-66000-00	USA Bluebook, Inc.	Plastic meter gaskets	04/13/2021	35.97	
061-0000-66000-00	USA Bluebook, Inc.	Oring for hydrant	04/13/2021	49.93	
061-0000-68500-00	Brenntag Mid-South, Inc	Drum return	04/13/2021	-2,250.00	0000091824
061-0000-68500-00	Brenntag Mid-South, Inc	2021 Liquid Chlorine for Water Division as per bid. This is a bl	04/13/2021	3,888.50	0000091824
Subtotal for Divison: 0000				379,628.29	

Account Number	Vendor	Description	Date	Amount	PO No
				Subtotal for Fund 061	<u>379,628.29</u>
067-0000-51000-00	Western Illinois Regional Council	2021 Residential Paint and Elect Recycling	04/13/2021	12,302.00	0000091930
067-0000-51000-00	Sebis Direct Inc	02/21 UB Printing Costs	04/13/2021	417.61	
067-0000-59502-00	Waste Management, Inc.	03/21 Refuse removal per contract	04/13/2021	170,556.81	
				Subtotal for Divison: 0000	<u>183,276.42</u>
				Subtotal for Fund 067	<u>183,276.42</u>
078-0000-51000-00	Resource Management Services, Inc	04/21-06/21 Consultation and Counseling Services	04/13/2021	1,239.00	
078-0000-56535-00	Universal Therapy	Work comp dos 04/02 #19215Z69129	04/13/2021	146.18	
078-0000-56535-00	Universal Therapy	Work comp dos 3/26 #19198Z69129	04/13/2021	146.18	
078-0000-56535-00	Universal Therapy	Work comp dos 3/29 #19067Z69129	04/13/2021	146.18	
078-0000-56535-00	Universal Therapy	Work comp dos 3/22 #18857Z69129	04/13/2021	146.18	
078-0000-56535-00	Universal Therapy	Work comp dos 03/24 #19193Z69129	04/13/2021	146.18	
078-0000-56535-00	Universal Therapy	Work comp dos 3/31 #19125Z69129	04/13/2021	146.18	
078-0000-56535-00	Cottage Rehab and Sports Medicine	Work comp dos 3/10/21 #AA15360763	04/13/2021	196.17	
078-0000-56535-00	Cottage Rehab and Sports Medicine	Work comp dos 3/17/21 #AA15360763	04/13/2021	192.13	
078-0000-56535-00	Cottage Rehab and Sports Medicine	Work comp dos 3/19/21 #AA15360763	04/13/2021	192.13	
078-0000-56535-00	Cottage Rehab and Sports Medicine	Work comp dos 3/29/21 #AA15360763	04/13/2021	196.17	
078-0000-56535-00	Cottage Rehab and Sports Medicine	Work comp dos 3/22/21 #AA15360763	04/13/2021	142.44	
078-0000-56535-00	OSF Saint Francis	Work comp dos 01/05-01/28 #7013641000	04/13/2021	978.44	
078-0000-56535-00	OSF Saint Francis	Work comp dos 2/2,2/4,2/9,2/11 #7016372400	04/13/2021	345.38	
				Subtotal for Divison: 0000	<u>4,358.94</u>
				Subtotal for Fund 078	<u>4,358.94</u>
091-0000-20102-00	Galesburg Sanitary Dist.	04/21 Sanitary District Fees less 2/21 credit card fees	04/13/2021	-1,605.32	
091-0000-20102-00	Galesburg Sanitary Dist.	04/21 Sanitary District Fees less 3% collection fee	04/13/2021	-10,317.61	
091-0000-20102-00	Galesburg Sanitary Dist.	04/21 Sanitary District Fees less 2/21 postage for liens	04/13/2021	-0.50	
091-0000-20102-00	Galesburg Sanitary Dist.	04/21 Sanitary District Fees less 2/21 lien fees	04/13/2021	-33.00	
091-0000-22003-00	Galesburg Sanitary Dist.	04/21 Sanitary District Fees	04/13/2021	343,920.49	
				Subtotal for Divison: 0000	<u>331,964.06</u>
				Subtotal for Fund 091	<u>331,964.06</u>

Account Number

Vendor

Description

Date

Amount

PO No

Report Total:

1,248,033.60

Advance Checks and ACH Payments as of 4/13/2021

Check Date	Check #	Vendor Name	Description	Account #	Amount
4/1/2021	0	National Stearman Foundation, Inc	Construction of Hanger for Stearman Building	024-0000-83100	50,000.00
4/1/2021	0	National Stearman Foundation, Inc	Site Engineering Stearman Building	024-0000-83100	39,600.00
4/1/2021	0	Daniel Cervantez	Meals - Wk 6 Basic Firefighter - DCervantez	001-0000-10706	162.00
4/1/2021	0	Delbert Wells	Meals - Wk 6 Basic Firefighter - DWells	001-0000-10706	162.00
4/1/2021	5049	Gertrude Henson	Relocation benefit- 712 Pine St - GHenson	013-0000-20102	495.66
4/1/2021	5050	Percy Jackson	Relocation benefit - 738 W South - PJackson	013-0000-20102	320.62
4/1/2021	5051	Quality Inn	Relocation benefits - 786 Pine - MWilder	013-0000-20102	379.60
4/1/2021	5052	Dean Schober	Relocation benefits - 956 N Cedar St - DSchober	013-0000-20102	755.80
4/1/2021	5053	Kristi Wilder	Relocation benefit - 762 S Chambers St - KWilder	013-0000-20102	83.98
4/5/2021	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
4/5/2021	0	Euclid Beverage	Liquor for Golf concessions	019-1920-64125	308.70
4/5/2021	0	G & M Distributors	Liquor for Golf concessions	019-1920-64125	324.30
4/8/2021	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
4/8/2021	0	Illinois Department of Revenue	03/21 Sales Tax	019-1920-84000	317.00
4/8/2021	0	Bluefin Payment Systems	03/21 UB Webpayment Credit Card	067-0000-51000	114.23
4/8/2021	0	Bluefin Payment Systems	03/21 UB Webpayment Credit Card	061-0000-51000	228.46
4/8/2021	0	Bluefin Payment Systems	03/21 UB Webpayment Credit Card	061-0000-51000	2,376.49
4/8/2021	0	Bluefin Payment Systems	03/21 UB Webpayment Credit Card	067-0000-51000	1,188.24
4/8/2021	0	Merchant Transact	03/21 UB Webpayment Fees	067-0000-51000	43.45
4/8/2021	0	Merchant Transact	03/21 UB Webpayment Fees	061-0000-51000	86.89
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	019-1920-51000	2,194.09
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	001-0205-51000	145.17
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	067-0000-51000	145.17
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	061-0000-51000	290.33
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	001-0115-51000	147.00
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	019-1925-51000	5.00
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	001-0410-51000	42.59
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	001-0306-51000	42.59
4/8/2021	0	Wells Fargo Merchant Services	03/21 Credit Card Fees	019-1905-51000	5.00
4/8/2021	4028	J W Summy Contracting Corp.	DCEO RLF at 388 Pine St	013-0000-83100	2,000.00
4/8/2021	5054	J W Summy Contracting Corp.	HUD LBPHC at 388 Pine St	013-0000-83100	18,000.00
4/8/2021	20057	J W Summy Contracting Corp.	DCEO HELP Pilot at 388 Pine St	013-0000-83100	4,600.00
4/8/2021	20058	University of Illinois	Lead Exposure Reduction Project (2020 year portion)	013-0000-51000	7,186.50
4/8/2021	94602	Knox County Recorders Office	Release 6 property maint liens	001-0160-51300	75.00
4/8/2021	0	Vantiv Integrated Payment Solutions	03/21 Park & Rec Credit Card Fees	019-1905-51000	374.90
4/8/2021	94603	Midwest Orthopaedic Center	Work comp dos 2/26/21 #420073-010006	078-0000-56535	77.44
4/9/2021	0	Bryan Luedtke	Clothing Allowance	019-1920-67500	200.00
				Grand Total	\$ 133,478.20

**COUNCIL LETTER
CITY OF GALESBURG
APRIL 5, 2021**

AGENDA ITEM: Ordinance amendment to place Rage Rooms as a Special Use in various Business and Industrial zoning districts.

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their March 24, 2021 meeting. On a vote of 4 ayes (Members Johnson, McKelvie, Thomas and Uhlmann), zero nays and zero abstentions recommend approval of the ordinance amendment to allow Rage Rooms as a Special Use in certain zoning districts.

BACKGROUND: Attached for the Council's consideration is an ordinance that would establish a Rage Room business as a Special Use in the Neighborhood Business (B1), General Business (B2), Central Business (B3), Light Industrial (M1) and Heavy Industrial (M2) zoning districts.

Special Uses are for uses that have a unique character and may have a perceived impact upon neighboring lands. As a Special Use, a proposed business owner would submit an application that would be reviewed by the Development Review Committee, who would provide a recommendation to the Planning and Zoning Commission. The Planning and Zoning Commission would be able to approve the Special Use, approve the Special Use with additional conditions or deny the Special Use.

As a Special Use, these types of businesses would need to comply with the provisions listed in the proposed ordinance that specify items such as: hours of operation; conducting the business indoors; no alcoholic liquor; no firearms; the business must monitor noise, loitering and littering; the business must manage and legally dispose of all debris, garbage, trash, yard waste and brush.

BUDGET IMPACT: There would be no anticipated impact upon the budget if the ordinance amendment is approved.

SUPPORTING DOCUMENTS:

1. Ordinance amendment – Rage Room as a Special Use

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

SECTION 1 That Section 152.005 of Chapter 152 of the Galesburg Code of Ordinances be, and the same hereby is amended, by inserting therein the following definitions in alphabetical order:

RAGE ROOM. Also known as a smash room or anger room, where people can vent their rage by destroying objects within a room. Clients can break items by throwing them against hard surfaces, throwing other items at them or smashing them with tools, such as a sledgehammer.

SECTION 2 That Section 152.076 (D) of Chapter 152 of the Galesburg Code of Ordinances be, and the same hereby is amended, by adding thereto the following:

(20) *Rage Room*, subject to the provisions outlined in 152.122

SECTION 3 That Section 152.078 (D) of Chapter 152 of the Galesburg Code of Ordinances be, and the same hereby is amended, by adding thereto the following:

(5) *Rage Room*, subject to the provisions outlined in 152.122

SECTION 4 That Chapter 152 of the Galesburg Code of Ordinances be, and the same hereby is amended, by adding thereto the following section:

152.122 Rage Room

1. The following regulations shall apply to a *Rage Room*, as defined in Section 152.005:
 - a. Hours of Operation. Monday through Saturday 10 AM to 10 PM .
 - b. Business operations shall be conducted in an enclosed *building*.
 - c. No open/outdoor storage of items waiting to be destroyed and/or smashed as a part of the business operation. Said items shall be in an enclosed structure.
 - i. Exception. Items to be destroyed and/or smashed that are delivered or donated to the business may be placed outdoors, in a side or rear yard, when secured and screened behind a solid, opaque fence or wall measuring a minimum of six feet in height. Said items shall be brought indoors at the end of each night so the area does not become a harborage for rodents. If the business premises abuts an adjacent residential use or zoning district, this delivery/donation area shall be at least 10 feet from the side and rear property lines.
 - d. Alcoholic Liquor prohibited. No *alcoholic liquor* shall be sold and/or

- consumed on the business premises.
- e. Firearm or other weapons prohibited. No person, excluding police officers, shall carry, possess, conceal or display any firearm, knife or other deadly weapon at the business premises.
 - f. Employee Presence on Site. At least one trained employee shall be at the business premise at all times to oversee the rage room sessions. The business shall make additional staff available, as needed, to handle the rage room, disposal of trash and implement safety protocols.
 - g. Exterior area of property and noise. The business shall regularly monitor the exterior area of the premises during all of its business hours in order to address and abate noise, loitering and littering complaints.
 - h. All debris, garbage, trash, yard waste or brush shall be picked up throughout the day and at the end of each night. The business shall provide proper receptacles so that all debris, garbage, trash, yard waste or brush are wholly contained in said receptacles. All receptacles shall be maintained in a way as to prevent contents from blowing out. All debris, garbage, trash, yard waste or brush shall be disposed of in compliance with all current local, state and federal ordinances, laws and regulations.
 - i. The business shall deny entry to any person who is visibly intoxicated and shall immediately notify local police of all unlawful acts witnessed by, or reported to, any of its employees, including instances of public intoxication, loitering, use of narcotic drugs, unlawful use of cannabis, fighting, or other public disturbances.
 - j. The Business shall display a sign in a conspicuous location near the front door inside the Premises that reads, "Please Respect Our Neighbors, Please Exit Quietly and Do Not Loiter."
 - k. The Business shall discourage any illegal parking of vehicles by its patrons in front of and around the licensed premises by refusing service to any such person who parks a vehicle illegally.
 - l. If the business has security cameras monitoring the premises, the Business shall be bound by the following restrictions: All camera recordings shall be indexed by date and time. All camera recordings shall be preserved on a Business computer for at least seven (7) days after recording. All camera recordings shall be stored at the business in a secure manner within its offices, the access to which shall be limited to business personnel. All camera recordings shall be made immediately available to the Galesburg Police Department upon request.

SECTION 5 That Table 152.155 (B) (2) of Chapter 152 of the Galesburg Code of Ordinances be, and the same hereby is amended, by adding thereto the following under Commercial

Uses in alphabetical order:

<i>Rage Room</i>	4 parking spaces per 1,000 SF of GFA	1 loading space
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SECTION 6 All ordinances, or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 7 This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

John Pritchard, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: An ordinance permitting and regulating the use of shared electric scooters.

SUMMARY RECOMMENDATION: The City Manager and City Attorney/Administrative Services Director recommend approval of an ordinance which establishes regulations for the implementation and utilization of shared electric scooters.

BACKGROUND: Bird Rides, Inc. offers stand-up electric scooter sharing systems, and approached the City of Galesburg regarding partnering to offer their electric scooter sharing program in Galesburg. The attached ordinance establishes the regulations for licensing and operating shared electric scooters within the City of Galesburg.

Any entity seeking to operate a shared electric scooters program within the City shall be required to obtain an annual license at a cost of \$250 and must meet operating requirements. Licensee requirements include providing proof of insurance, establishing a local contact for fleet maintenance and operations, and responding to reports of incorrectly parked scooters within 24 hours.

The ordinance also establishes rules for operating and parking shared electric scooters. Shared electric scooters shall be ridden on the street or where available on bike lanes and bike paths. The scooters are not to be ridden on the sidewalk and are only to be operated by those 18 years of age and older. The ordinance establishes parking guidelines, which indicate riders of shared electric scooters shall park devices upright on hard surfaces on the outer edge of the sidewalk that does not interfere with the main walkway of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street or sidewalk next to a road or parking sign, in a manner that does not impede visibility of the sign.

BUDGET IMPACT: Increased revenue of \$250 per year for licensee registration.

SUPPORTING DOCUMENTS:

1. Ordinance regarding shared electric scooters

AN ORDINANCE REGARDING SHARED ELECTRIC SCOOTERS

WHEREAS, the City of Galesburg, Illinois, is a home rule unit of government pursuant to Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6(a) of the Illinois Constitution grants a home rule unit authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, shared electric scooters allow for an alternative mode of transportation for residents and visitors to traverse the City of Galesburg; and

WHEREAS, use of shared electric scooters can help reduce carbon emissions, increase parking availability in downtown areas and create flexible transportation options; and

WHEREAS, the City wishes to regulate the operation of shared electric scooters to ensure that their use is consistent with the safety and well-being of bicyclists, pedestrians and other riders in the public rights-of-way; and

WHEREAS, the corporate authorities find that amendment of the Galesburg City Code to regulate the use of shared electric scooters and to license entities seeking to deploy shared electric scooters is in the best interests of the health, safety and welfare of the citizens of Galesburg.

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

SECTION ONE: The foregoing recitals are hereby incorporated into this Ordinance as is fully set forth herein.

SECTION TWO: Sections 112.60 is created and shall hereafter read as follows:

112.61 DEFINITIONS

The following words and phrases, when used in this subchapter, shall have the meanings respectively ascribed to them in this subchapter, unless the context otherwise requires.

SHARED ELECTRIC SCOOTER shall mean a device weighing less than 150 pounds that has (i) handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor

SECTION THREE: Sections 112.61 is created and shall hereafter read as follows:

112.61 SHARED ELECTRIC SCOOTER LICENSE

(A) Any entity seeking to operate a shared electric scooter program within the City shall obtain an Electric Scooter Share License from the City. No entity shall operate a shared electric scooter sharing program within the City except pursuant to such license.

(B) The license shall run from May 1st through April 30 and have an annual cost of \$250.00 per year.

(C) The application for license, must include the contact information for a local agent, including address, email address, and phone number, for the purposes of managing the fleet of electric scooters locally. The local agent shall be authorized by the licensee to receive notices of code violations and receive process in any court proceeding or administrative enforcement proceeding on behalf of the licensee in connection with the enforcement of this code. The local agent must reside or maintain an office within this county and be a person 21 years or older.

SECTION FOUR: Sections 112.62 is created and shall hereafter read as follows:

112.62 OPERATING REGULATIONS

(A) Licensee shall provide easily visible contact information, including a toll-free phone number and/or e-mail address on each shared electric scooter allowing City employees and/or members of the public to make relocation requests or to report other issues with devices.

(B) Licensee shall maintain a customer service phone number for customers to report safety concerns, complaints, or to ask questions.

(C) In the event a safety or maintenance issue is reported for a specific shared electric scooter, that scooter shall be made unavailable to riders and shall be removed and repaired before it is put back into service.

(D) Within Licensees' zone of operation, Licensee shall respond to reports of incorrectly parked shared electric scooters by relocating, re-parking or removing the scooter within 24 hours of receiving notice, except that Licensee shall respond within four hours of receiving notice in an emergency situation. In the event that Licensee does not timely respond, and the condition of the shared electric scooter cannot be easily remedied, such scooter may be removed by City staff with notice to Licensee and taken to a City facility for storage at the expense of the licensee, not to exceed \$20 per shared electric scooter. If a scooter has not been retrieved from City storage within one week from notification to Licensee, the fee of \$20 per scooter will be applied for each day the scooter remains in storage, with all fees payable prior to the release of the scooter. If the scooter has not been retrieved after 30 days, a final notice will be sent to the Licensee prior to the scooter being disposed of by the City.

(E) Licensee shall provide notice to all riders that:

- (1) shared electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
- (2) shared electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
- (3) Helmets are encouraged for all riders; and
- (4) Restrictions on parking of shared electric scooters and the importance of leaving ADA paths of travel clear and accessible.

(F) Licensee and City shall execute a Memorandum of Understanding, which at a minimum shall include information related to indemnification, the number of scooters deployed and the geographic area where scooters may operate.

(G) Licensee shall provide City with proof of insurance coverage exclusively for the operation of the shared electric scooters including:

- (1) Commercial general liability coverage with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate;
- (2) Automobile insurance coverage with a limit of no less than \$1,000,000 each occurrence and \$1,000,000 aggregate; and
- (3) Workers' compensation coverage as required by statute for all employees.

SECTION FIVE: Sections 112.63 is created and shall hereafter read as follows:

112.63 DATA SHARING

Licensee shall provide to City anonymized fleet and ride activity data for all trips within the jurisdiction of the City. City shall safeguard this data and it shall be treated as a trade secret or proprietary business information. Data shall not be shared with law enforcement except pursuant to a court order or search warrant.

SECTION SIX: Sections 79.01 is created and shall hereafter read as follows:

79.01 RULES FOR PERSONS OPERATING SHARED ELECTRIC SCOOTERS

(A) Any person operating a shared electric scooter shall operate the shared electric scooter subject to the following:

- (1) Shared electric scooter shall only be ridden on streets, and where available in bike lanes and bike paths.
- (2) Shared electric scooters are to stay to the right of street lanes and off the right of way to bicycles in bike lanes and on bike paths.
- (3) Any person operating a shared electric scooter shall be 18 years of age or older.
- (4) No person shall operate a shared electric scooter on the sidewalk

SECTION SEVEN: Sections 79.02 is created and shall hereafter read as follows:

79.01 RULES FOR PARKING SHARED ELECTRIC SCOOTERS

(A) Riders of shared electric scooters shall park devices upright on hard surfaces on the outer edge of the sidewalk that does not interfere with the main walkway of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street or sidewalk next to a road or parking sign, in a manner that does not impede visibility of the sign.

(B) Riders shall not park shared electric scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building entrance/exit doorway.

(C) Riders shall not park shared electric scooters in such a manner as to impede or block the roadway, sidewalks, fire hydrants, bus stops, loading zones, driveways, cars, or accessibility ramps.

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

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

Approved this _____ day of _____, 2021, by roll call vote as follows:
Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

John Pritchard, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Ordinance to restrict parking on Michigan Avenue north of Baird Avenue

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Engineer recommend approval of this Ordinance to restrict parking on both sides of Michigan Ave. from Baird Avenue to 150 feet north of Baird Avenue.

BACKGROUND: A request was brought to the Traffic Advisory Committee by a resident to restrict parking on both sides of Michigan Avenue in front of the residential properties between Baird Avenue and Grand Avenue. The request stated that patrons of the Grand Tap located on that block park in the terrace along both sides of the road. This has caused damage to the terrace, resulted in trash often being deposited in their yards, and in general has been a nuisance to the residential property owners on that block. The street is also narrow and vehicles parking along both sides of the street affect the traffic flow. The Grand Tap received approval for a parking variance in 2020 to reduce the number of parking spaces in their lot to put in outdoor seating and a volleyball court. This has likely increased the number of patrons using on-street parking in the residential neighborhood.

Currently, parking is allowed on both sides of Michigan Avenue from Baird Avenue to Grand Avenue. The proposed ordinance would restrict parking in front of the residential properties on the south half of the block from Baird Avenue to Grand Avenue. The length of the restriction would be 150 feet on each side of the street. The Traffic Advisory Committee reviewed this request and is recommending approval of this ordinance.

BUDGET IMPACT: Cost of signs and posts.

SUPPORTING DOCUMENTS:

1. Ordinance

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

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

- Michigan Avenue, Baird Avenue to 150 feet north of Baird Avenue

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

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

Approved this _____ day of _____, 2021, by roll call vote as follows:

Roll Call #:

Ayes:

Nays:

Absent: _____

John Pritchard, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

TRAFFIC ADVISORY COMMITTEE

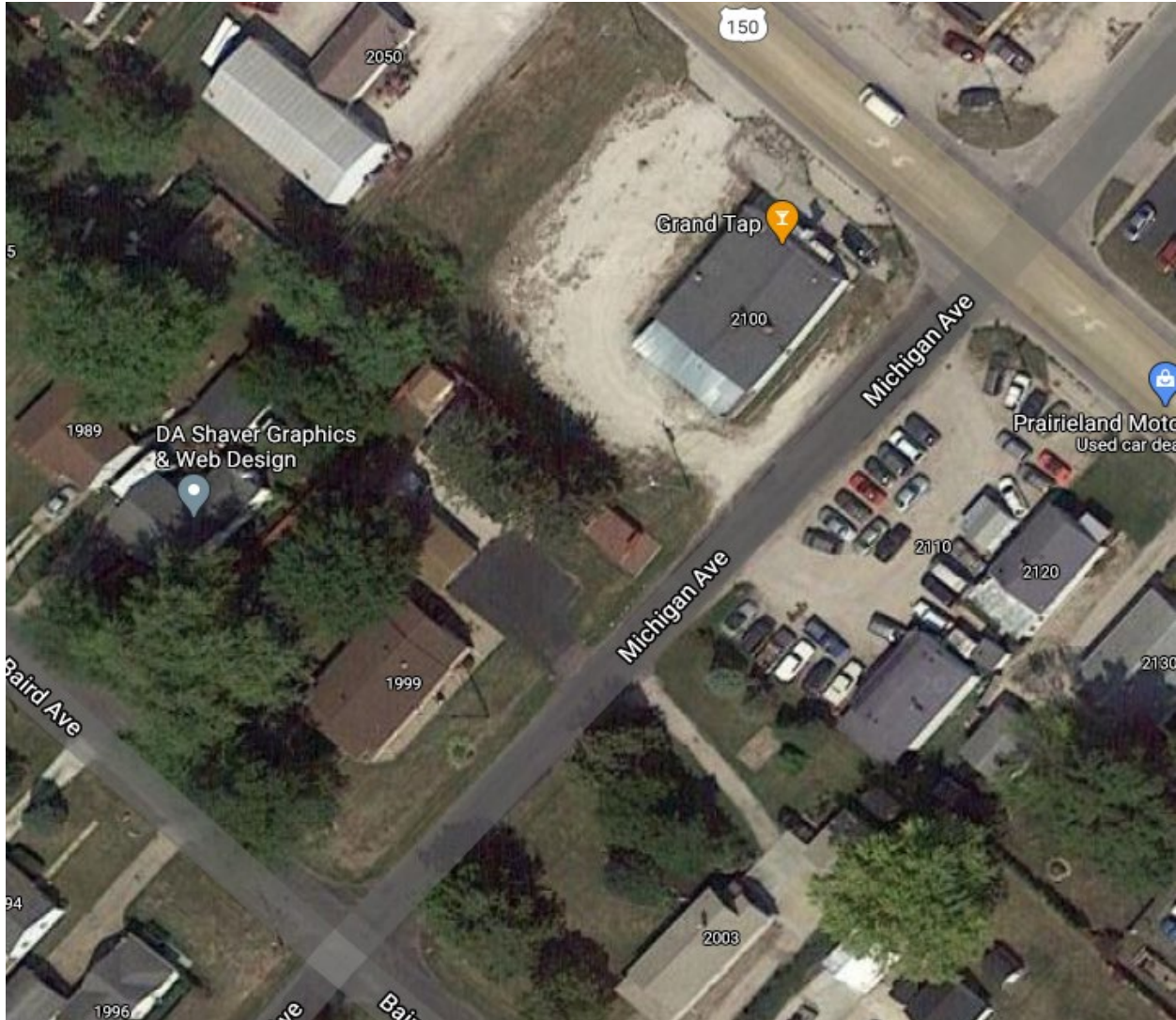
APRIL 2021 REPORT

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

21-12> Request to restrict parking on both sides of Michigan Ave. between Grand Ave. and Baird Ave. (Ward 3, Ald. Hillery)

- A request was made by a resident to restrict parking on Michigan Ave. between Grand Ave. and Baird Ave. The resident stated that patrons of the Grand Tap at the corner of Grand Ave. and Michigan park along Michigan and do damage to the terrace as well as throw trash into the yards.
- Michigan Ave. in this location is a seal coat street with no curb and gutter. It is approximately 18' wide and is a low-volume residential street. Parking is not restricted on either side of the street. In general, parking is not restricted on the other low-volume residential seal coat streets in that area.
- A parking variance for the Grand Tap was reviewed by the City and approved by the Planning and Zoning commission in July 2020. The Grand Tap requested to install a volleyball court and beer garden in a portion of their current parking lot which reduced the size of their parking lot below the number required by ordinance. 29 spaces were required and this reduced the number of spaces to 16. However, it is allowed to reduce the parking requirement by up to 50% if a variance is approved. In this case, the request was approved.
- Members of the committee have observed issues with vehicle parking overflowing onto Michigan Ave. during busy times. It was discussed that the bar abutting the residential neighborhood was a unique situation and that reducing the number of parking spaces may have worsened the issue. It was agreed that to avoid damage to the terraces and other nuisances resulting from the street parking in that location, parking should be restricted. The recommended parking restriction is in front of the residential properties only on the south half of the block. Motorists will still be able to park along the street in front of the commercial properties.

LOCATION MAP



Recommendation: Restrict parking along both sides of Michigan Ave. in front of the residential properties only.

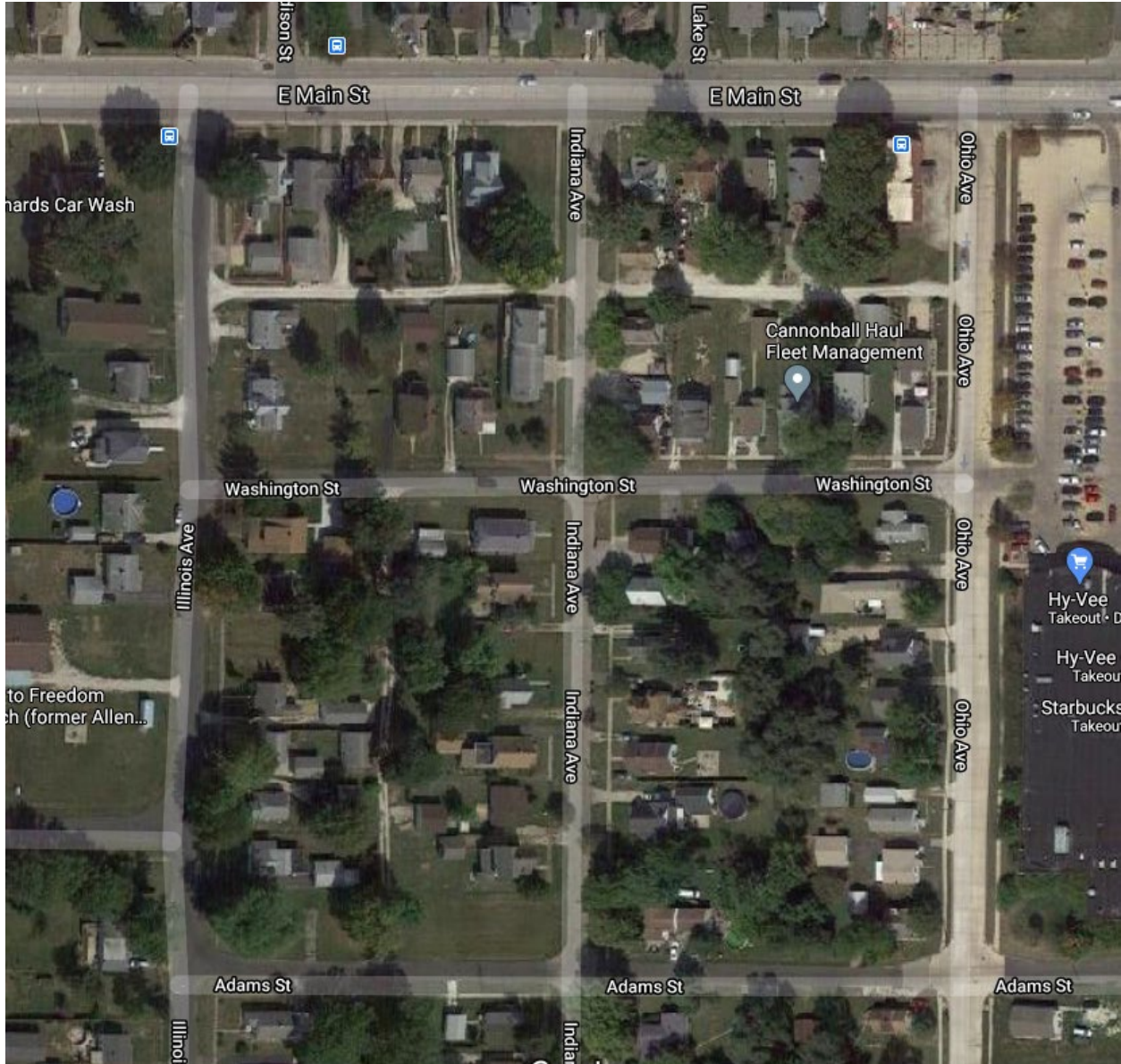
21-13> Request to add stop signs on Indiana Ave. at the intersection of Indiana Ave. and Washington St.. (Ward 2, Ald. Dennis)

- A resident contacted Alderman Dennis to request that stop signs be put in on Indiana Ave. at Washington St. The resident stated that traffic is speeding on Indiana and there are children often playing in the area. They would like to see the stop signs installed to slow down the traffic on Indiana.
- Currently, the intersection is a two-way stop with stop signs on Washington St. only.
- The MUTCD does not recommend the use of stop signs as a method to deter speeding. However, crash reports for this intersection have been requested to determine if other warrants for stop signs at this location would be met. Speed data is also currently being

collected at this location to determine if speeding is an issue.

- The committee agreed that no decision should be made until the crash reports and results of the speed study are received.

LOCATION MAP



Recommendation: Further Study



TO: Todd Thompson, City Manager

FROM: Mary Foutch, Transit Assistant

DATE: April 1, 2021

SUBJECT: Earth Day Campaign

According to American Public Transportation Association website, public transportation saves the United States 4.2 billion gallons of gasoline a year. Public Transportation also enhances personal opportunities. According to American Public Transportation Association, 87% of trips on public transit have a direct impact on the local economy, 71% of riders are employed and 7% are students.

The City of Galesburg Transit knows the benefits that public transit has on individuals, families, communities and businesses.

In celebration of Earth Day, the City of Galesburg Transit will be offering FREE rides all day long on our fixed route and paratransit buses. The event will take place on Thursday, April 22, 2021. We encourage everyone to try transit and let our staff connect you to the places you need to go!

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Agreement for professional services to design and prepare bid documents for ornamental street lighting on both sides of Main Street between Cedar Street and Academy Street.

SUMMARY RECOMMENDATION: The City Manager and Director of Public Works recommend approval of the agreement for professional services to design and prepare bid documents for ornamental street lighting on both sides of Main Street between Cedar Street and Academy Street in the amount of \$15,700.00 plus an estimated \$500 in reimbursables from IMEG Corporation.

BACKGROUND: In 2001, the City received an IDOT enhancement grant for installing decorative street lighting, landscaping, and sidewalk on Main Street from Chambers Street to Cedar Street. In 2011, the City completed construction of the Moffitt Overpass which also included similar decorative lighting. This left a two block gap in the decorative lighting on Main Street between Cedar Street and Academy Street. With the proposed new library being located on Main Street between West Street and Academy Street, the Library Board has asked if the City would be willing to install the same decorative lighting on West Main Street in the block in front of the new library (West St. to Academy Street).

Installing the ornamental street lighting will tie these two blocks between the Overpass and the square together and make it more cohesive as part of the downtown. It will also make the lighting levels consistent throughout this area. It is estimated that the decorative lighting project will cost \$400,000 to construct and will include new lighting that matches the downtown lighting and associated sidewalk work. It is proposed to use TIF funds to pay for this work. It will take approximately two months to get the engineering completed by IMEG Corporation's electrical engineering unit and get the project out to bids for construction. It is anticipated to take approximately two to three months to install the lighting once the Contractor begins. Once the project is bid out, the bids will be brought back to the City Council for approval. This agenda item is only for the engineering work needed to bid the project.

BUDGET IMPACT: There are sufficient TIF Funds in TIF IV for the engineering work. For the construction of the project a transfer of funds from TIF I and TIF II will be necessary.

SUPPORTING DOCUMENTS:

1. IMEG Corporation Proposal



March 2, 2021

Mr. Aaron Gavin
City of Galesburg
55 West Tompkins Street
Galesburg, Illinois 61107

RE: Proposal for Engineering Services
Main Street Lighting Upgrades
Galesburg, Illinois

Dear Aaron:

Thank you for the opportunity to submit a Proposal for a topographic survey and electrical engineering services for the Main Street lighting upgrade project. The project includes topographic survey and lighting upgrades for two city blocks on Main Street from Academy Street to Cedar Street.

DESIGN PHASE SERVICES

1. Topographic survey services:
 - a. Topographic survey of two existing city blocks on Main Street from Academy Street to Cedar Street.
 - b. Topographic survey will extend from centerline to 25'± from ROW line and search for property pins and visible utilities. We will collect centerline, curb flag, flowline, and back-of-curb dimensions for the paved areas.
2. Design of electrical systems including:
 - a. Street lighting and foundations.
 - b. Power distribution and grounding.
 - c. IDOT-approved photometric calculations.
3. Prepare applicable electrical specifications.
4. Prepare an opinion of probable construction cost for electrical systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.
5. Prepare contract documents that are suitable for pricing and construction purposes.

6. Project design meetings:
 - a. Participate in virtual meetings as required.

BIDDING PHASE SERVICES

1. Attend prebid meeting.
2. Respond to contractor questions.
3. Prepare addenda information as required.

CONSTRUCTION PHASE SERVICES

1. Attend preconstruction meeting.
2. Contract administration related to IMEG scope of work including:
 - a. Answer contractor questions and Requests for Information (RFIs).
 - b. Prepare technical portions of Requests for Proposal (RFPs) for issue by others.
3. Review shop drawing submittals for items requested in the contract documents.
4. Conduct two job site observations during construction, plus one final job site observation at the end of the construction period.

ASSUMPTIONS

1. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
2. A complete list of Owner-furnished equipment will be provided to IMEG, along with utility connection locations, utility loads, disconnect requirement, and other contractor coordination issues, prior to 25% completion of construction documents.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for the following fixed fees. Please initial to indicate acceptance.

Topographic Survey	\$4,500	_____	(Initial)
Electrical Engineering	\$11,200	_____	(Initial)



PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Postage and delivery charges.
2. Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses also include tolls, parking fees, and other out of pocket expenses.
3. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
4. Payment of plan review fees or other imposed governmental agency fees.
5. State filing and/or permit fees.
6. Necessary consultants as approved by Client.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Civil, structural, mechanical, and technology design.
3. Life cycle cost analysis.
4. LEED or other certification criteria evaluation, calculation, justification, and documentation.
5. Assistance with grants and other related funding applications.
6. Revising equipment layout and connections, and plan modifications, after IMEG's construction drawings and specifications are complete.
7. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
8. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
9. Performing a confirmation site observation after the final job site observation (punch list) has been completed.
10. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.



We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.

Matthew D. Snyder, PE, LEED AP
Associate Principal / Project Executive
Matthew.d.snyder@imegcorp.com

MDS/dks

\\files\Corporate\Teams\CQCEE01\Proposals_matt snyder\Galesburg Street Lighting\20210302 Pro Galesburg Main Street Lighting.docx

CITY OF GALESBURG

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: IMEG shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to IMEG in furtherance of its services, the Client is responsible for advising IMEG personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by IMEG. IMEG shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission



of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of IMEG's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of IMEG's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: IMEG's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon IMEG, other than for professional errors, omissions or negligence, will be limited to IMEG's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, IMEG does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform IMEG of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, IMEG will notify the Client and, as appropriate, government officials of such conditions. IMEG may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. IMEG shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. IMEG shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against IMEG and to defend, indemnify and hold IMEG harmless for any claim or liability for injury or loss arising from IMEG or other persons encountering utilities or other manmade objects that were not brought to IMEG's attention or which were not properly located on the plans furnished to IMEG. Client further agrees to compensate IMEG for any and all time, costs and expenses incurred by IMEG in defense of any such claim, in accordance with IMEG's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. IMEG will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by IMEG for future resolution. If you choose resolution, IMEG will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or IMEG shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, IMEG promptly shall notify Client. Once the Force Majeure event ceases, IMEG shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by Engineer and Client.

IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;



- 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20



**COUNCIL LETTER
CITY OF GALESBURG
APRIL 19, 2021**

AGENDA ITEM: Amending City contribution to Stearman Foundation hangar project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Acting Director of Development, and Director of Parks & Recreation recommend amending the City's contribution to the Stearman Foundation hangar site work by the amount of no more than \$25,000.00.

BACKGROUND: In the original Development Agreement between the City and the Stearman Foundation, the City agreed to provide \$150,000.00 for site prep work and \$30,000 for utility work needed for this project. These figures were based on a concept of a new hangar that was 80 feet by 100 feet. The Stearman Foundation needed the Development Agreement with the City before the final plans for the building were completed, which is why the concept budget was used to determine the amount the City would spend on the site prep portion of the project. The final plan had some differences from the original concept, which is what the City's contribution was based on. Some of those differences included a 100 foot by 100 foot building instead of an 80 foot by 100 foot building, rock under the foundation of the building and not just around the building, rock between the existing Jet Air hangar and the new Stearman Foundation hangar instead of grass and moving the location of the electrical box. These changes along with other minor changes from the original concept added \$25,000 to the site prep work.

City staff met with members of the Stearman Foundation to discuss the costs and came to the agreement that \$25,000 was the additional amount needed to complete the site prep work for the approved building plans. Staff is confident that if the building plans were available at the time of the Development Agreement, the total cost of the site prep work would have been \$205,000.00.

BUDGET IMPACT: The additional cost to the City is not to exceed \$25,000.00. This will be paid out of the Economic Development Fund.

SUPPORTING DOCUMENTS:

1. Addendum to Redevelopment Agreement
2. Quotes for work yet to be performed.
3. Invoices for work completed.

CITY OF GALESBURG
Addendum to Redevelopment Agreement
Galesburg, IL

A part of Lot 2 in the Subdivision of the North ½ of Section 18, T11N, R1E of the Fourth Principal Meridian, Knox County, Illinois, described and bounded as follows:

Commencing at a fence corner at the Southwest corner of said Lot 2, thence North on a fence on the West line of said Lot 2 a distance of 1730.4 feet, thence East at right angles to the said Lot Line a distance of 341.6 feet, thence N26°55'E a distance of 100.00 feet to the Point of Beginning, thence N26°55'E a distance of 102.00 feet, thence S63°05'E a distance of 103.00 feet, thence S26°55'W a distance of 102.0 feet, thence N63°05'W a distance of 103.00 feet to the Point of Beginning and containing 10,506 s.f. or 0.241 acres.

COMMONLY KNOWN AS: 307 Lloyd Stearman Drive, Galesburg, IL 61401

PROPERTY IDENTIFICATION NUMBER: 99-18-200-037

Original Development Agreement recorded as document number 1067301 on November 4, 2020

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

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

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement (“Amendment”) is made and entered into as of April _____, 2021, by and between The City of Galesburg, an Illinois municipal corporation (“City”) and the National Stearman Foundation, Inc. (“Developer”), a non-profit organization.

RECITALS

WHEREAS, the parties previously entered into a Development Agreement recorded as document number 1067301 on November 4, 2020; and

WHEREAS, the parties previously agreed to the First Amendment on December 21, 2020 to amend the amount of liability coverage needed during the site preparation phase of the project to \$1,000,000 and to keep the coverage of liability insurance during the building phase of the project at \$3,000,000; and

WHEREAS, the parties wish to do a Second Amendment to increase the amount of funding of the project by an amount not to exceed \$25,000; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties mutually agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by this reference and shall be deemed terms and provision hereof with the same force and effect as if fully set forth in this Paragraph.
2. Section 2 B of the Agreement is amended in its entirety and shall hereafter read as follows:

B. Level of Development Assistance.

The maximum amount of *Development Assistance* to be provided by the City for the *Project* shall be:

1. Site engineering and site work costs not to exceed \$150,000.
 2. Installing utility connections including utility lines, water lines, sanitary sewer lines, electric, and natural gas to the site not to exceed \$30,000.
 3. A grant of \$50,000 for the construction of the Hanger.
 4. A grant of an amount not to exceed \$25,000 for additional expenses related to site work and construction expenses.
 5. Use of ground as outlined in lease agreement in Exhibit C.
 6. All incentive payments shall be made as a reimbursement payment by the City to the Developer after all site work is completed, the improvements are approved by the Director of Parks and Recreation and Director of Public Works. All appropriate documentation required by this Agreement has been submitted to the City and processed by the City and all requirements in the Agreement have been met.
3. Ratification. All terms and provision of the Development Agreement and the First Amendment, except as specifically modified herein, are hereby ratified and confirmed and shall remain in full force and effect.
 4. Governing Law. The terms and provisions of this Amendment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

City - City of Galesburg

Developer – National Stearman Foundation, Inc.

By: Mayor John Pritchard

By: Chairperson or designee

Attest: Kelli Bennewitz



DRAIN SERVICE-PLUMBING-HEATING-A/C
401 E. BERRIEN-GALESBURG, IL 61401-PHONE 309-341-1802-FAX 309-341-2693

Available 24 hours a day, 7 days a week

March 9, 2021

Stearman Foundation
Attn Mark Godsil
711 Country Lane
Abingdon IL 61401

Renovating Sanitary Sewer

I propose to supply all labor and material to install a sewer lift pump and a 6" sewer extension on the west side of Jet Air.

Scope of Work

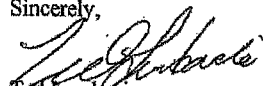
- 1 Call for locations of underground utilities.
- 2 This price does not include the cost for permits. Any permit fees would be billed in addition to this price.
- 3 Excavate for a 96" deep sewage ejector, on the west side of Jet Air south of the bushes near the entry door.
- 4 Set the specified Zoeller sewage ejector pit, pump, and controller box.
- 5 Back fill with at least 18" of cement to hold the pit in place.
- 6 Excavate from the pit to the north about 125' to install a 6" SDR35 sewer extension for the proposed building. We will tie onto the sewer extension from the north installed by others.
- 7 The new 6" sewer will be bedded and covered with clean rock to about 12" above the pip.
- 8 Install a clean out every 100'. The clean out risers will extend up to the surface and capped at grade.
- 9 Tie the 2-4" building drain lines from Jet Air onto the new 6" sewer line. A clean out access will be installed on each 4" line.
- 10 Install a pump discharge from the pump to the existing 4" building drain line that extends to the north.
- 11 Install an electrical circuit from the panel just inside of the building next to the pit to the pump controller mounted on the side of the building.
- 12 Wire from the controller to the pump and the floats in the pit.
- 13 All electrical will be done by a licensed electrician.
- 14 Back fill the excavated ditch and mound the dirt over the ditch. This price does not include the cost to finish grade or seed the excavated area.
- 15 This price does not include the cost for the 6" sewer piping, 6" fittings, or 4" to 6" fittings. It is my understanding that the material is on sight.
- 16 The work will be inspected by the City Plumbing Inspector. We will contact the Knox County Health Department to see if they want to inspect the pump installation, as it is tied to the septic system.
- 17 All work will be done in the best workmanlike manner and will meet all applicable codes and regulations.

We will do the above work for the base bid of _____ \$15,854.00

This job is figured using the prevailing wage scale for labor in Knox County. A Certified payroll will be sent with the final invoice.

Thank you for the opportunity to bid this job. We look forward to doing the work for you.

Sincerely,


Ted Lambasio

Draws will be sent each month, based on percentage of completion of the job. Upon completion, the remaining balance will be billed out. All draws and final bills are due within 15 days of the billing date. Any work performed or materials supplied, that are at the customer's request, but not listed in the bid, will be billed in addition to the bid and payable within 15 days of billing date. It is at Lambasio Incorporated's discretion to ask for payment of extras before beginning work. If final payment is not made, the customer agrees to pay 2% monthly finance charges (24% annual) on unpaid balance and/or any legal expenses that Lambasio Inc. may incur to collect the balance in full.

If owner has any objections to an invoice charge or the quality of any work or material delivered to owner, owner shall inform Lambasio Inc. within 5 days of performed work.

Acceptance _____ Date _____
(Acceptance must be signed by person responsible for payment)

Ameren Electrical

58 Illinois Route 164 - Stearman Bldg

Cone, Julie A <JCone2@ameren.com>

Wed 11/18/2020 11:12 AM

To: markgodsil@outlook.com <markgodsil@outlook.com>

Cc: Cone, Julie A <JCone2@ameren.com>; Joe Mangieri <jmangieri@mangierielectric.com>

Good morning,

Cost to customer will be \$2,214.00 to pull in single phase primary to a padmount transformer, let me know if they approve charges and I will get the billing sent out.

Thank you

.....

JULIE CONÈ

Sr. Engineering Rep

Galesburg Engineering Dept

T 309-345-5169

C 309-368-6248

F 309-342-2651

E jccone2@ameren.com

.....

Ameren Illinois

1824 Knox Highway 9

Galesburg, Illinois 61401

AmerenIllinois.com

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Electrical

April 7, 2021

National Stearman Foundation

Galesburg, IL 61401

Attn: Mark Godsil

Re: Stearman Community Center.

I propose the following cost for the electrical portion on the above mentioned project as requested and as described below.

Total Budgeted Cost:

Twenty one thousand four hundred sixty five dollars and No/00.....\$24,623.00

Scope:

- Capture and extend the existing underground conduit serving the city underground service on the west side of the adjacent hanger building.
- Set Ameren supplied precast transformer base.
- Provide new 400 amp copper single phase underground service from the Ameren Transformer to the proposed 320 amp metered service entry location.
- Provide a 400 amp 42 circuit feed through lug 120/240 single phase bolt-on Square D panel board with main to be located in the mechanical room at owner designated location.
- We include all trenching and back fill with existing spoils. We do not include any seeding at this time.
- Re-feed the existing hanger 200 amp metered service from the new proposed transformer location. We include Aluminum feeder wire in the cost.
- All work is to be completed during regular business hours.

Note: This is an open shop Non Union bid however we do include all costs for prevailing wages for this project.

Thank you for the opportunity to quote this project for you. If you have any questions, please feel free to contact me at (309) 342-7340.

Sincerely,

Joseph F. Mangieri
President



DRAIN SERVICE-PLUMBING-HEATING-A/C
401 E. BERRIEN • GALESBURG, IL, 61401 • PHONE 309-341-1802 • FAX 309-341-2693

Available 24 hours a day, 7 days a week

March 23, 2021

Stearman Foundation
Attn Mark Godsil
711 Country Lane
Abingdon IL 61410

water ut. l. i. j.

I propose to supply all labor and material to install a 2" water service for the new Stearman Foundation building.

Scope of Work

- 1 Call for locations of underground utilities.
- 2 This price covers the cost of the Galesburg Water Department tap fee but does not include any other fee. Any other city or county fees will be in addition to this price.
- 3 Excavate the water main located on the east side of Lloyd Stearman Dr.
- 4 The water department will supply and make the tap to the water main.
- 5 Tie onto the new corporation stop with 2" CTS 250 PSI water service tubing.
- 6 Extend up to 500' with the 2" water service to the stub out at the new building.
- 7 This new line will be trenched in. We will pothole with a mini excavator at each utility that we cross.
- 8 Install a curb stop and box just after the corporation stop.
- 9 Tie onto the existing stub out at the new building with a 3 part muller union.
- 10 Install a male iron pipe adaptor on the service line in the building. Install a ball valve on the adaptor.
- 11 Install a tracer wire from the city main with the new 2" tubing up to the building. Tie onto the tracer wire that is stubbed out with the new service tubing.
- 12 The city plumbing inspector and water department will inspect the installation.
- 13 Back fill the excavated ditch and mound the dirt over the ditch.
- 14 This price does not cover the cost to settle the ditch or landscape the excavated area.
- 15 All work will be done in the best workmanlike manner and will meet all applicable codes and regulations.

We will do the above work for the base bid of _____ \$8,380.00.

This job is figured using the prevailing wage scale for labor in Knox County. A certified payroll will be sent with the final invoice.

Thank you for the opportunity to bid this job. We look forward to doing the work for you.

Sincerely,


Ted Lambasio

Draws will be sent each month, based on percentage of completion of the job. Upon completion, the remaining balance will be billed out. All draws and final bills are due within 15 days of the billing date. Any work performed or materials supplied, that are at the customer's request, but not listed in the bid, will be billed in addition to the bid and payable within 15 days of billing date. It is at Lambasio Incorporated's discretion to ask for payment of extras before beginning work. If final payment is not made, the customer agrees to pay 2% monthly finance charges (24% annual) on unpaid balance and/or any legal expenses that Lambasio Inc. may incur to collect the balance in full.

If owner has any objections to an invoice charge or the quality of any work or material delivered to owner, owner shall inform Lambasio Inc. within 5 days of performed work.

Acceptance _____ Date _____
(Acceptance must be signed by person responsible for payment)

Gas Util.

Re: Airport Service -58 Illinois Rte 164

Mark Godsil <markgodsil@outlook.com>

Fri 11/13/2020 9:18 AM

To: Cone, Julie A <JCone2@ameren.com>

Cc: Cone, Julie A <JCone2@ameren.com>

Thank you for all the help. I spoke with Joe late yesterday and we'll be working on our end of it and keep in touch. It was nice to see you again also and look forward to working with you on this project. Mark

Get [Outlook for Android](#)

From: Cone, Julie A <JCone2@ameren.com>

Sent: Thursday, November 12, 2020 3:35:31 PM

To: markgodsil@outlook.com <markgodsil@outlook.com>

Cc: Cone, Julie A <JCone2@ameren.com>

Subject: Airport Service -58 Illinois Rte 164

Hi Mark,

Thanks for meeting me Tuesday –

For the gas:

I've attached a load data sheet that will need to be filled out and returned to me so I can get an accurate cost for you.

Please have your HVAC contractor complete that and return it to me ASAP.

Depending on the load, we may be able to do something different than run a new gas service, which right now will cost approx. \$3,429.50.

This would need to be paid for prior to scheduling.

I've also attached the customer checklist and waiver. The waiver will need to be signed and returned prior to any construction.

Below is my contact information, my cell phone or email is the best way to get a hold of me these days.

Thanks Mark, it was good to see you!

Also -

Here is the link to apply for any philanthropic donation or grant from Ameren:

<https://www.ameren.com/illinois/company/community/grants>

.....

JULIE CONÈ

Sr. Engineering Rep

Galesburg Engineering Dept

T 309-345-5169

C 309-368-6248

F 309-342-2651

E jcone2@ameren.com

.....



Landscape

P.O. Box 1402~Galesburg, IL 61402~PH309 342-3806~F309 342-3899

National Stearman Foundation
Attn; Mark Godsil

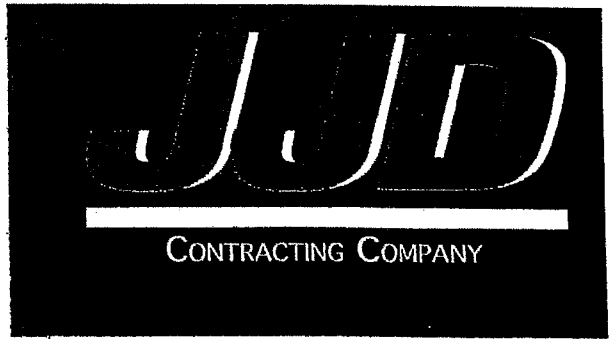
Proposal

We will finish grade and seed the disturbed areas around the north, east and west side of the new Stearman Hanger.

We will finish grade and spread a geo-textile fabric and cover with 1" clean rock in the area south of the new hanger and north of the existing hanger.

Total Proposal. \$5,125.00

Steerman Foundation
Galesburg Airport
Site Work Costs
3/22/2021



Saw Cut and Remove Asphalt

10680 SF \$ 0.55

\$ 14,045.00 *Pavement*

Front Approach

Fill	275 Ton	\$ 22.00	\$ 6,050.00
Rock	150 Ton	\$ 25.00	\$ 3,750.00
Concrete	6710 SF	\$ 6.35	\$ 42,608.50

\$ 52,408.50 *Concrete*

Rear Ramp

Fill	100 Ton	\$ 22.00	\$ 2,200.00
Rock	30 Ton	\$ 25.00	\$ 750.00
Concrete	1055 SF	\$ 6.35	\$ 6,699.25
Wing Walls	11 CY	\$ 510.00	\$ 5,610.00

\$ 15,259.25 *Excavate*

Fill Material

Fill 1100 Ton \$ 22.00

\$ 24,200.00

\$ 105,912.75

Barley Excavating gave a verbal quote



P.O. BOX 1402-GALESBURG, IL 61402-PHONE (309)342-3806-FAX (309) 342-3899

BILL TO

National Stearman Foundation
P.O Box 1937
Galesburg, IL 61402-1937

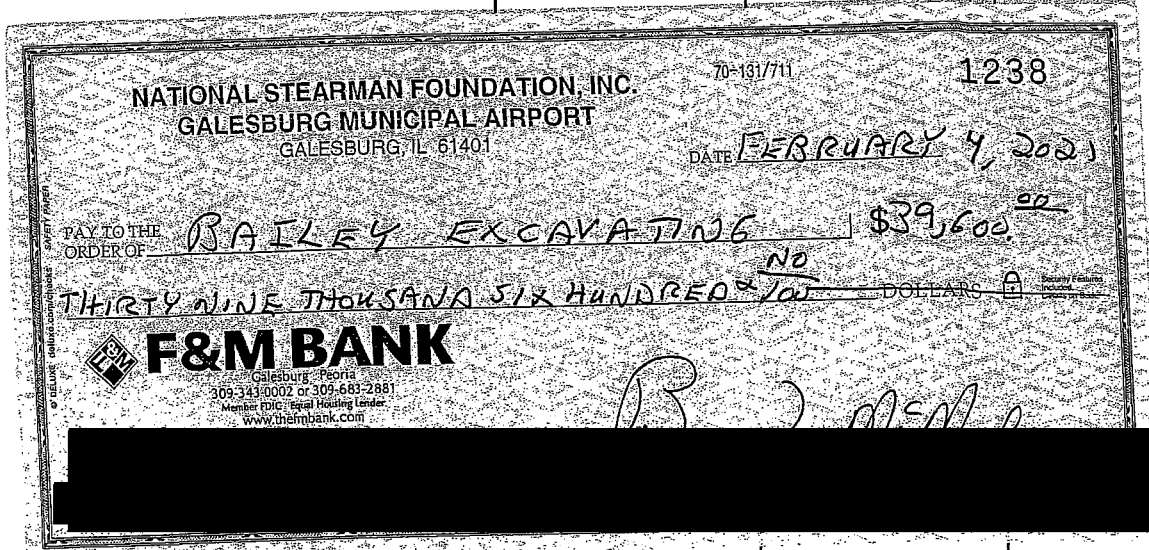
Invoice

DATE	INVOICE NO.
2/4/2021	1763-O

Storm sewer

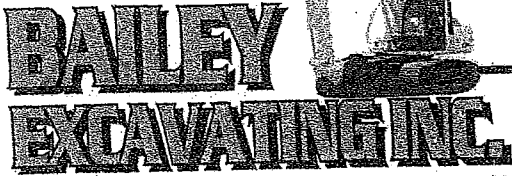
JOB. NO	P.O. NO.	TERMS	DUE DATE	PROJECT
			2/4/2021	

DESCRIPTION	QTY	RATE	AMOUNT
Labor and material install new storm sewer as shown on plans and removal of the old concrete storm sewer under the proposed building.	1	32,650.00	32,650.00



Thank you for your business. 2% interest will be added after 30 days.

Total \$32,650.00



P.O. BOX 1402~GALESBURG, IL 61402~PHONE (309)342-3806~FAX (309) 342-3899

BILL TO
National Stearman Foundation P.O Box 1937 Galesburg, IL 61402-1937

Invoice

DATE	INVOICE NO.
1/28/2021	1763-3



JOB. NO	P.O. NO.	TERMS	DUE DATE	PROJECT
			1/28/2021	
DESCRIPTION		QTY	RATE	AMOUNT
Installing sanitary sewer along proposed building as bid.		1	6,950.00	6,950.00
Thank you for your business.			Total	\$6,950.00

**COUNCIL LETTER
CITY OF GALESBURG
APRIL 19, 2021**

AGENDA ITEM: Approval agreement for municipal aggregation of electric supply.

SUMMARY RECOMMENDATION: The City Manager, Director of Finance & Information Systems, DaCott Energy (consultant) and Purchasing Agent recommend approval of a new agreement for municipal aggregation of electricity supply.

BACKGROUND: Energy aggregation was approved by the citizen of Galesburg with the election in November 2012. Since that time, the City has successfully negotiated four municipal aggregation agreements on behalf of the citizens. The most recent agreement is scheduled to expire with the July 2021 meter read. The existing agreement scheduled to expire calls for citizens to receive the supply of 100% renewable energy at \$0.04912/kwh.

As in the past, DaCott Energy (energy consultant) has been retained to help negotiate the contract and evaluate the market. DaCott Energy is tasked with sending out pricing requests to energy suppliers authorized to sell energy in the Ameren market. They request pricing for various terms along with considering different levels of renewable energy. As energy prices change on a daily basis, final refreshed pricing offers with recommendation will be presented to the City Council at their meeting on April 19, 2021 for approval. The Council approved selection for pricing structure and terms of contract would be secured that evening by locking in pricing through signed contract.

After said approval, Opt-out mailers would be distributed to citizens as required by law. Then, the finalized list of eligible residents would be completed and enrollment process for the new agreement would begin. As in the past, the intent is to enter into a contract in which the citizens will not incur any penalties for electing to drop out of the program if they so choose.

BUDGET IMPACT: There is no impact on the City budget for completing this process.

SUPPORTING DOCUMENTS:

1. Refreshed pricing with recommendations from DaCott Energy will be provided for the Council meeting.



City of Galesburg Electric Aggregation Program

4/19/2021

The City of Galesburg Electric Aggregation Program has completed the RFP process for the renewal date of July 2021. Currently the program provides 100% green power at \$0.04912/kWh with Homefield Energy, who has been the City’s aggregation provider since 2013.

	12 Months		24 Months		36 Months	
	Standard	100% Green	Standard	100% Green	Standard	100% Green
Constellation	\$0.048810	\$ 0.052180	\$0.050340	\$ 0.053710	\$0.051740	\$ 0.055050
Homefield	\$0.047530	\$ 0.050730	\$0.050210	\$ 0.053410	\$0.052320	\$ 0.054990
Energy Harbor	\$0.047600	\$ 0.050500	\$0.049500	\$ 0.052400	\$0.052200	\$ 0.055100

Market Forecast: Energy utility Ameren is seeking to raise customer rates in various ways and in different zones. Ameren Missouri is attempting to raise approximately \$300 million annually to recoup investments in upgraded infrastructure and green generation. In Ameren Illinois, the Clean Energy Jobs Act – Senate Bill 1718 and House Bill 804 are anticipated to cost Ameren IL customers about \$20 billion over the next 30 years. While the cost increase associated may take time to materialize, the forecasted cost is a 23% increase for the average family.

Recommendation: Many market speculators are anticipating rising prices with no real concrete market fundamentals suggesting otherwise. DaCott Energy recommends the City of Galesburg accept the 36 month, 100% green option with current supplier, Homefield Energy.

A 36-month term would protect citizens from market volatility for the entire 3 year period, while supporting the green power initiative by providing 100% certified green power. As utility pricing shifts, third party pricing follows. Although the 3 year contract is slightly higher in price it will shield residents from a possible increase in year 2 or 3 the market moves upwards. Should forecasts be incorrect and the market declines, residents are free to leave the program and return to the utility at any point without penalty.

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Memorandum of Understanding with Bird Rides, Inc.

SUMMARY RECOMMENDATION: The City Manager and City Attorney/Administrative Services Director recommend approval of a memorandum of understanding with Bird Rides, Inc., which sets forth the terms and conditions upon which Bird can provide shared electric scooter services within the City of Galesburg.

BACKGROUND: Bird Rides, Inc. offers stand-up electric scooter sharing systems, and approached the City of Galesburg regarding partnering to offer their electric scooter sharing program in Galesburg. The attached memorandum of understanding provides for Bird to provide a minimum of 25 scooters at launch, which will be available to rent between 6:00 a.m. and 10:00 p.m. Electric scooter sharing systems offer an alternative mode of transportation for community members, and the fleet of scooters will be managed by a local representative assigned by Bird Rides, Inc. The scooters are typically located and accessed through an app, and Bird will provide materials, video, and signage to educate riders on rider responsibilities, and safe and courteous parking.

BUDGET IMPACT: There is not an anticipated budget impact.

SUPPORTING DOCUMENTS:

1. Memorandum of Understanding with Bird Rides, Inc.

MEMORANDUM OF UNDERSTANDING

This Agreement is made by and between the City of Galesburg (“CITY”), an Illinois home rule municipal corporation and Bird Rides, Inc. (“BIRD”) a California corporation. This Agreement shall dictate the terms and conditions upon which BIRD may provide shared electric scooter services within the corporate limits of the City of Galesburg.

1. This Agreement and its terms apply to any proposed deployment of stand-up electric scooter sharing systems within the corporate limits of CITY. BIRD shall not deploy stand-up electric scooter sharing systems within the corporate limits of the City in violation of this Agreement.
2. This Agreement shall be for a period of one year from the date of execution of this Agreement.
3. BIRD agrees to comply with all local, state, and federal laws related to the operation of electric scooter sharing systems.
4. BIRD scooters shall be available to rent between 06:00 A.M. and 10:00 P.M.
5. BIRD shall provide a minimum of twenty five (25) scooters at launch.
6. BIRD agrees that it shall offer to residents of Galesburg a low income rider program for individuals who are enrolled or eligible for a government assistance program.
7. BIRD shall only allow operation of their electric scooters within the geographic area depicted on Exhibit A.
8. BIRD will provide materials, video, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
9. BIRD agrees to indemnify, defend and hold harmless the CITY, its employees, officials and agents from and against any and all actions, damages or claims brought against them arising out of the use or deployment of electric scooters, except that BIRD’s indemnification obligation shall not extend to claims of CITY or its employees, officials or agents negligence or willful misconduct. This indemnification provision shall survive for a period of one year after expiration of the agreement. Indemnification shall be contingent on CITY promptly notifying BIRD following receipt or notice of any claim. BIRD shall have sole control of any defense in which defense or indemnity is triggered under this section and CITY shall not consent to entry of judgment or enter into any settlement without prior written consent of BIRD.
10. BIRD shall provide proof of insurance as required by local ordinance prior to operation of any electric scooter sharing systems.
11. All notice and communications between the parties shall be made in writing and sent to the addresses below.
12. Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

13. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

CITY: CITY OF GALESBURG, ILLINOIS
A Municipal Corporation

BIRD: Bird Rides, Inc.

By: _____
John Pritchard, Mayor

By: _____
DocuSigned by:
Austin Marshburn
62BF71F77A40484...
Printed Name: Austin Marshburn

Title: Head of City and University Partnerships

Attest: _____
Kelli R. Bennewitz, City Clerk

Attest: _____

Printed Name: _____

Title: _____

**CITY OF GALESBURG
COUNCIL LETTER
APRIL 19, 2021**

AGENDA ITEM: Agreement Between City of Galesburg and AFSCME Local 1173

SUMMARY RECOMMENDATION: The City Manager and City Attorney / Administrative Services Director recommend the City Council approve the successor collective bargaining agreement with AFSCME Local 1173, District Council 31.

BACKGROUND: The collective bargaining agreement between the City of Galesburg and AFSCME expired on December 31, 2020. Over the last seven months, the parties have negotiated the terms of a successor agreement. On Monday, April 12th, AFSCME voted to ratify the agreement negotiated between the parties.

The agreement is for a three year term with raises of 2.0%, 2.0% and 2.25%. It provides for a new cost-sharing mechanism for healthcare and provides for pay equity adjustments to the following positions:

- Bus Driver – 9A (\$15.05 – \$19.26) to 10A (\$15.81-\$20.22)
- Public Safety Clerk – 9A (\$15.05 – \$19.26) to 11A (\$16.60 – \$21.24)
- Transit Technician – 16A (\$21.17-\$27.10) to 18A (\$23.34 – \$29.88)
- Transit Shop Foreman 18A (\$23.34 – \$29.88) to 19A (\$24.51 – \$31.37)

BUDGET IMPACT: Sufficient funding is available in the approved 2021 budget.

SUPPORTING DOCUMENTS:

1. Redline CBA
2. Clean CBA

Agreement

Between

City of Galesburg

And

AFSCME Local 1173

District Council 31

~~May 8~~ April 20, 2021 ~~18~~ through December 31, 20230

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AGREEMENT

THIS AGREEMENT, entered into this ~~twentieth~~^{eight} day of ~~April~~^{May}, 20~~21~~¹⁸, between the City of Galesburg, Illinois (The "City") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1173 (the "Union"):

PREAMBLE

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

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

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

ARTICLE I - RECOGNITION

SECTION 1.1 – UNION RECOGNIZED

The City recognizes Local #1173 and Council 31 AFSCME as the exclusive bargaining agent for the purpose of establishing the wages, hours, terms and conditions of employment for all non-exempt, full-time permanent employees, those employees scheduled to work more than 32 hours per week. Permanent part-time employees are any employee(s) who are regularly scheduled to work a minimum of thirty (30) hours per week. Permanent part-time employees are entitled to 3/4 of the benefits of a full-time employee. Additionally, the City shall furnish health care coverage for all permanent part-time employees. Permanent part-time employees are eligible for membership in the Union. Employees represented are in the classification of Bus Driver, Transit Handivan Clerk, Property Compliance Officer, Transit Technician, PSB IS Tech, Transit Shop Foreman, Transit Dispatcher, Secretary I, Information Systems Technician, Account Clerk I, Junior Accountant, Handivan Driver, Communications Dispatcher/Clerk I, Communications Dispatcher/Clerk II, Public Safety Clerk, Telephone Systems Operator, Recreation Activity Specialist, Engineering Technician I, Engineering Technician II, Custodian I, Custodian II, Maintenance Worker, Heavy Equipment Operator, Mechanic, Public Service Officer, Utility Maintenance, Electrician, Crew Foreman and Water Meter Shop Foreman.

Employees excluded from representation are all seasonal (those hired to work for a fixed period of time which is less than one year), part-time (those scheduled to work an average of less than 30

hours per week), uniformed police and firefighter, supervisory, confidential or exempt employees and all elected officials or officers of the City.

SECTION 1.2 – NEGOTIATIONS

The Union shall be permitted to have five (5) individuals sit on the negotiating committee provided it does not interfere with or disrupt emergency services, if any.

SECTION 1.3 – NEW CLASSIFICATIONS

The City shall notify the Union, in writing, of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this Agreement. If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, and the Union notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification. The Union will have ten (10) calendar days to respond to said written notice. If no response is received within that time period, however, the Union is presumed to have agreed with the change.

SECTION 1.4 – INTEGRITY OF BARGAINING UNIT

Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to employees in another City bargaining unit without notifying the Union. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

SECTION 1.5 – RIGHT TO SUB-CONTRACT

Nothing in this Agreement shall preclude the City from exercising its right to sub-contract for any goods or services. The Union, however, shall be afforded the right to subscribe, without charge, to the City's E-Alert system in order to receive by e-mail notices of posted Requests for Proposal (RFP). Should the Union wish to discuss the subject matter of any particular RFP or to offer any proposal that it may have for performing the work by the use of bargaining unit employees, it may do so by requesting a Labor-Management meeting under Section 8.3.

ARTICLE II - UNION RIGHTS

SECTION 2.1 – DUES DEDUCTIONS

While this Agreement is in effect, the City will deduct, once each month, the regular monthly union dues, plus a deduction for P.E.O.P.L.E., for each employee in the bargaining unit ~~for whom there is on file with the City a voluntary effective check-off authorization per furnished AFSCME union cards.~~ The union, not the employer, will be the record keeper of deduction cards. The union is not required to provide a copy of the dues authorization to the employer. Dues deduction

authorizations remain valid until the employee leaves the bargaining unit or the employer receives notice from the union that an employee has revoked his/her authorization in writing in accordance with the terms of the authorization. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union. The Union may change the fixed uniform dollar amount which shall be considered the regular monthly union dues once each year during the life of this Agreement. The Union will give the City thirty (30) days' notice in writing of any such change in the amount of uniform union dues to be deducted. The Employer must commence dues authorization within 30 days of notice of authorization from the Union and must transmit the deductions of the union within 30 days of the deduction. Should the Employer not timely deduct dues or accept revocations directly from employees, the Employer will have to reimburse the union for lost dues income. The Employer shall honor the employees' individually authorized union deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Electronic signatures for dues deductions are valid signatures. The Union authorization is revocable by a notice in writing to the Personnel Office with a copy to the Union.

SECTION 2.2 – UNION INDEMNIFICATION

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision within ~~fifteen~~ ten (150) days.

SECTION 2.3 – UNION ACCESS

~~The employer shall provide to the exclusive representatives, including their agents and employees, reasonable access to employees in the bargaining units they represent. This access shall at all times be conducted in a manner so as not to impede normal operations. Two (2) Union representatives may have access to the premises of the City during an emergency situation in order to help resolve a serious labor dispute or contract problem. In order to receive access, the representatives must first advise the appropriate supervisor.~~

SECTION 2.4 - SECTION 2.4 – FAIR SHARE DEDUCTION EMPLOYEE INFORMATION

~~Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act.~~

~~The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employee and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer~~

~~of any increase in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.~~

~~Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.~~

~~The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.~~

~~The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.~~

~~The employer shall honor the employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; and PEOPLE contributions. Authorized deductions shall be irrevocable with the terms under which an employee voluntarily authorized said deductions.~~

~~The employer shall provide bargaining unit lists and employee contact information to the union at least once per month in Excel under the IPLRA. The information shall include name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file and any personal email addresses. The employer must provide the union the same information as above for all new hires within 3015 days of the date of hire.~~

SECTION 2.5 – TIME OFF FOR UNION BUSINESS

Five elected Union officers will be allowed time off without pay, scheduling permitting, for the purpose of attending Union meetings, conferences and conventions. Employees may elect to take accrued time (i.e. vacation, holiday, personal, comp time, etc.) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. The Union shall conduct union orientation for each new bargaining unit employee during the employees first 10 days of employment without loss of pay for the employees (including the employees representing the union). The orientation shall not exceed 1 hour.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 3.1 – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the City prior to the execution of the Agreement to include, but not limited to: the right to determine its mission,

policies, and to set forth all standards of service offered to the public; to plan, direct, control and to determine the operations or services to be conducted by employees of the City; to determine the methods, means, and number of personnel needed to carry out the department's mission; to direct the working force; to hire and assign or to transfer employees within the department for other related functions; to promote, suspend, discipline or discharge; to lay off or relieve employees due to lack of work or funds or for other legitimate reasons; to make, publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the Mayor, the City Manager or Acting City Manager, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement as directed by the City Manager.

SECTION 3.2 – DETERMINATION OF AUTHORITY

If, in the sole discretion of the City Manager, it is determined that extreme civil emergency conditions exist per Illinois State Statutes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the Union or the next highest officer of the Union of the nature of the emergency.

SECTION 3.3 – AUTHORITY FOR APPOINTMENTS

Authority to make appointments to all positions in the City's service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, Election Clerk, and uniformed personnel (except Chiefs of the Police and Fire Departments), is vested in the City Manager.

Before being given a permanent appointment, each employee shall undergo a thorough examination by a physician designated by the City, and no one shall be employed unless the examining physician certifies that he or she is physically able to perform the essential functions required by his or her position.

ARTICLE IV - NON-DISCRIMINATION

SECTION 4.1 – EMPLOYMENT POLICY

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

SECTION 4.2 – EMPLOYEE DISCRIMINATION

Neither the City nor the Union shall interfere with the right of employees covered by this Agreement to become, or not become, members of the Union, and there shall be no discrimination

against any such employees because of lawful Union membership or non-membership activity or status.

SECTION 4.3 – RESPONSIBILITY OF UNION

The Union recognizes its responsibility as bargaining agent.

SECTION 4.4 – HIRING PRACTICE

Only one person from a family shall be employed as a permanent employee by the City in the same department or in any City employment so that they would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a parent, step-parent, parent-in-law, sibling, child, step-child, son-in-law, daughter-in-law, natural grandparent, grandchild or spouse. The word “spouse” shall include a civil partner, and all “in-law” categories shall include equivalent relationships affected by means of a civil union.

SECTION 4.5 – GENDER

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

ARTICLE V - GRIEVANCE

SECTION 5.1 – DEFINITION

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

SECTION 5.2 – TIME LIMIT

A grievance must be filed within ten (10) business days of its occurrence.

SECTION 5.3 – PROCEDURE

STEP ONE An employee having a grievance shall meet with his immediate supervisor. The supervisor shall give the employee an oral answer within three (3) business days after such presentation. Discharge cases and other cases which by their nature are not capable of being settled at the preliminary step of the grievance procedure may, by mutual agreement of the parties, be filed at Step Three of the grievance procedure of this contract. The time limit for filing such a grievance shall be as provided in Section 5.2.

STEP TWO If the grievance is not settled in Step One and the employee and Union wish to advance the grievance to Step Two, it shall be referred in writing to the employee's immediate supervisor within seven (7) calendar days after the supervisor's oral answer in Step One and shall be signed by the aggrieved employee and the Union Steward when applicable. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the City is alleged to have violated and the relief requested. Within seven (7) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved employee, his immediate supervisor, the department or division head and the Union Steward. If no settlement is reached, the

department head shall provide the employee a written answer within seven (7) calendar days following their meeting.

STEP THREE If the grievance is not settled in Step Two and the employee and Union wish to appeal the grievance to Step Three, it shall be referred in writing to the City Manager within seven (7) calendar days after the City's answer in Step Two and shall be signed by the aggrieved employee, and the Union Steward and/or the Union Representative, when applicable. Within seven (7) calendar days of receipt, the City shall schedule a meeting with the employee, the department head, the immediate supervisor, Human Resource Coordinator, City Manager and two Union representatives. If no settlement is reached, the City Manager or his representative shall give the City's written decision to the aggrieved employee within ten (10) business days following their meeting.

SECTION 5.4 – BINDING ARBITRATION

A. **FILING** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step Three response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within such five (5) days, they shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators with the appropriate experience and background. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, then the other party shall strike the second, the first party shall strike the third name, the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place subject to the reasonable availability of the Employer and the Union representatives. All arbitration hearings shall be held in the City of Galesburg, Illinois unless the parties mutually agree otherwise.

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

C. **ARBITRATOR'S DECISION** The decision of the arbitrator may be enforced, at the instance of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois.

The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator or the Circuit Court or the decision of either. The arbitrator's decision shall be reviewable by the Circuit Court as set forth in the Illinois Uniform Arbitration Act, Chapter 10, Illinois Revised Statutes. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

D. FAILURE TO PROCESS IN A TIMELY MANNER If a grievance is not appealed to the next step within the time limits set forth or during a mutually-agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the department's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed by the end of the next business day after the employee or the Union knows of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

E. ARBITRATION COSTS The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, however, the cost of the arbitrator's copy shall be borne equally by the parties.

F. GRIEVABLE DISCIPLINE Arbitration shall not be allowed for grievances involving oral or written reprimands.

SECTION 5.5 – COMPENSATION

~~Two Union representatives shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances. Two Union representatives will be allowed access to any and all City work sites for the purpose of investigating and processing grievances. The employer shall give the union reasonable access to workplaces to meet with employees during the workday for workplace meetings involving grievance investigations, and workplace-related complaints without loss of pay for the employees (including employees representing the union).~~

ARTICLE VI - NO STRIKE AND NO LOCKOUT

SECTION 6.1A – NO STRIKE

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike or

any other interference with the work or statutory functions or obligations of the Employer. Nothing in this section would preclude the Union from establishing an informational picket.

SECTION 6.1B – NO LOCKOUT

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

SECTION 6.2 – UNION RESPONSIBILITY

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

SECTION 6.3 – PENALTY

The Employer may discharge or discipline any employee who violates Section 6.1 and any employee who fails to carry out his responsibilities under Section 6.2 and the Union will not resort to the grievance procedure on such employees' behalf. The Union agrees that the Employer has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein.

SECTION 6.4 – MANAGEMENT RESPONSIBILITY

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

SECTION 7.1 – NO GUARANTEE

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. If the City of Galesburg determines that, in its sole judgment, it is necessary to reduce work hours or days per week, the City shall notify the Union of its intention and allow the Union a two week period in which it may meet with the City Manager to discuss the City's intention and offer any alternative options including any other cost savings options that the Union wants the City to consider. At the end of that two week period, however, the City may implement its plan, or modification of its plan, with or without Union agreement. The City shall give any affected employees two weeks notification of any reductions.

SECTION 7.2 – NORMAL WORKWEEK/WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per departmental calendar week and such additional time as may, from time to time, be

required. The normal workweek shall consist of five (5) eight-hour workdays in a seven-day period.

SECTION 7.3 – OVERTIME

Subject to the provisions of Section 7.3A, time and one-half the employee's regular rate of pay will be paid for all authorized time worked, as verified by the employee's supervisor, in excess of forty (40) hours in any one departmental calendar week or in excess of eight (8) hours in any one day when such time is required to be worked by the City; provided that daily overtime is not required to be paid when the work schedule is adjusted by mutual agreement of the City and an employee to provide for workdays in excess of eight (8) hours in the context of a forty (40) hour week. For hours worked in excess of sixteen (16) hours in a 24 hour period, employees shall be paid double time. The City shall compute overtime compensation on base pay, longevity pay, and schooling pay educational incentive pay. Overtime pay will be paid in the same pay period in which it is earned.

Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the pay period. Employees may elect one of the following methods of payment for overtime – payment, banking of hours or a combination of payment and banking.

Employees may accrue a maximum of two hundred and forty (240) hours of compensatory time, and may carry a balance forward to the next fiscal year. Employees may be paid for accumulated compensatory time at any time by submitting the appropriately coded hours on their timesheets. After an employee reaches an accumulation of two hundred and forty (240) hours, he will be paid for all overtime worked in excess of the two hundred and forty (240) hours.

At termination of employment with the City for any reason, the employee will be paid for all unused compensatory time at the current rate of pay.

SECTION 7.3A FLEX TIME

Bargaining unit employees may enter into flex time agreements with their Department Heads whereby working days may be longer or shorter than eight (8) hours in particular workweeks in order to accommodate to personal or Department needs. Any such agreement must be in writing and signed by the Department Head and the employee, and it must specify the time period covered by the agreement (i.e., a particular workweek or other specified work period, or an indefinite period until revoked by either party in writing or superseded by a subsequent flex time agreement). Employees working flex time schedules are exempted from the daily overtime requirement of Section 7.3 but must be paid at overtime rates for hours worked in excess of forty (40) in a week. Flex time agreements will be kept in City and Department records and in the personnel files of employees covered by such agreements.

SECTION 7.4 – EMERGENCY SNOW PICKUP

In cases of emergency snow pickup, employees who are engaged in snow pickup duties will be paid at time and one-half for work performed outside the employee's normal work schedule. Any employee involved in emergency snow removal or pickup who is sent home during their normal

shift hours to rest shall be allowed to use vacation or compensatory time during their normal shift hours.

SECTION 7.5 – CALL-BACK PAY

An employee who is called back on his vacation or regular day off or time off, including holidays, will receive a minimum of two (2) hours' pay. Employees will not be considered to be “on-the-clock” until arrival at the work place, except that compensable travel time will be allowed in accordance with FLSA regulations.

SECTION 7.6 – STANDBY PAY

An employee in the bargaining unit shall receive one hundred fifty dollars (\$150) per week for each seven-day period an employee is scheduled for standby. This standby pay shall be in addition to any overtime pay. An employee on standby status must remain within the residency limit established in Article XIX of this Agreement and must be able to respond to a call-in within thirty (30) minutes of having received the call. The City reserves the right to schedule an employee's standby and to make changes in the standby schedule. Such schedule will be regularly posted with employees being allowed to change such standby status with a three-day advance notice. Where such standby is changed, the assigned employee shall be responsible for finding his replacement and notifying the respective division superintendent and the Public Safety Building contact of such change. If no replacement in the division is found, then the assigned employee must standby for that week.

SECTION 7.7 – ESSENTIAL OVERTIME

When it is essential, overtime work will be rotated among all bargaining unit employees within their division so far as is practical.

SECTION 7.8 – REST PERIODS

All employees shall receive a fifteen (15) minute rest period during each four (4) hour period. The rest period shall be granted by the supervisor as he deems appropriate. During work beyond the

normal eight (8) hour day, employees shall receive their breaks in the same intervals as described above.

SECTION 7.9A – MEAL PERIODS

All employees shall be granted a twenty (20) minute, thirty (30) minute, or sixty (60) minute non-paid meal period during each eight (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers shall be granted a paid 20-minute lunch period during each 8-hour work shift.

SECTION 7.9B – MEALS ON OVERTIME

It is the policy of the City to furnish meals to employees required to work overtime during emergencies when, at the discretion of the department or division head, it would be more advantageous for the employee not to be released from work for meals.

SECTION 7.10 – TIME-TRADING

Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers (Maintenance Worker) working swing shifts may trade time with other employees of the same classification in the same division subject to the following conditions:

- a) The trading of time is done voluntarily by the employees and not at the request of the Employer.
- b) The trade is not made for reasons related to the Employer's business operations but is due to the employee's desire or need to attend to a personal matter.
- c) The Employer maintains records of all time traded by employees.
- d) The time is traded and paid back within a twelve (12) month period. (Time cannot be paid but actually worked back.)
- e) The minimum number of hours traded equals one (1) hour.
- f) The time trade must be in writing on the request form.
- g) All trading is subject to the approval of the supervisor.
- h) Time trading shall be limited to ninety-six (96) hours per year.

ARTICLE VIII - SAFETY

SECTION 8.1 – COMPLIANCE WITH LAWS

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

SECTION 8.2 – UNSAFE CONDITION

If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition or alleged unsafe equipment, he must inform his supervisor and may inform the

appropriate Union official. Serious disputes may necessitate the decision of the division head. Allegations of an unsafe working condition or equipment will not be applicable unless substantiated in writing as to date, time and witnesses involved. The requirement that there be a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

SECTION 8.3 – LABOR-MANAGEMENT MEETINGS

Representatives of the Union, not to exceed three (3) in number, and the City shall meet quarterly at mutually-agreed-upon times to discuss matters of mutual concern. The party requesting the meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. If a written agenda cannot be developed, then no meeting will be held.

SECTION 8.4 – DRUG AND ALCOHOL ABUSE POLICY

The City and Union agree to the~~has enacted a~~ Drug and Alcohol Abuse Policy which is attached as Exhibit B. Additionally, Employees who are deemed “Covered Employees” such as those holding a CDL or performing a “safety sensitive function” and those applying for such positions shall be subject to the provisions of the City’s Drug and Alcohol Policy Covering Employed who hold a Commercial Driver’s License and Employees in Paratransit Operations. A copy is on file with the City Manager. The parties agree, however, that:

1. The City agrees not to discipline an employee who refuses to be called back for overtime if the employee refuses because he has been drinking; and
2. The City agrees to pay an employee while an employee waits to be tested provided, however, the employee must remain at the workplace.

The Employer shall notify the union on a quarterly basis of the name, identification number and date of employees who have been tested.

ARTICLE IX - SENIORITY

SECTION 9.1 – DEFINITION

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

SECTION 9.2 – APPLICATION OF SENIORITY

In the application of seniority and ability in promotions or the filling of permanent openings in classifications or layoff and recall, seniority shall be the determining factor when, among employees involved, as determined by the City, the qualifications, skill and ability to perform the work is relatively equal, subject to employee's right to file a grievance concerning the determination that they are not qualified.

SECTION 9.3 – TERMINATION OF SENIORITY

Seniority and employment relationship shall be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of three years, or (d) is discharged. The parties agree the following reasons, among others, constitutes cause for discharge when an employee (1) is absent for three consecutive work days without notifying the City, (2) is laid off and fails to

notify the City Manager's Office of his intention to return within seven days after receiving notice of recall or who fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

SECTION 9.4 – PROBATIONARY PERIOD - NEW EMPLOYEES

All new employees shall be considered probationary employees until they complete a probationary period of one (1) year. The Union shall not grieve any matter relating to the probationary employee. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to meet the required standards of performance or conduct, he is to be dismissed.

SECTION 9.5 – PROBATIONARY PERIOD - PROMOTED EMPLOYEES

A probationary period of nine (9) months shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another position covered by this Agreement. If an employee is promoted from one position to another position and fails to satisfactorily complete the probationary period in the new position because of inability to perform the duties and responsibilities in that position, he is to be restored to his previous position with commensurate pay.

SECTION 9.6 – SENIORITY ROSTER

The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster quarterly. Any objection to the seniority roster as provided shall be reported in writing to the Personnel Department within fifteen (15) work days of the date of deliverance of the seniority roster or the roster shall stand approved as given. The Union Secretary shall be given a copy of the salary ordinance whenever a change is made to it.

SECTION 9.7 – TRANSFERS

The City has initiated a procedure using a Request for Transfer form to identify those permanent employees who desire transfers to other department or divisions. Such request forms for transfers shall expire on December 31 of the year in which they were submitted and must be renewed by the employee if he still desires to be and has not been transferred. The term "transfer" as used in this Agreement shall mean the reassignment of any employee to a position classification of the same pay range with similar duties and responsibilities.

In the case of a transfer, a condition of such transfer is that in order to be eligible for transfer, the employee must have the minimum qualifications for the job to which he is changing. Experience in his present job will be evaluated when transferring to a similar type of position. In no case shall bumping occur because of a transfer. The transferred employee shall continue to retain all of his current benefits.

Requests for transfer must be for reasons other than the elimination of jobs. Any employee who is transferred must successfully complete a six month probationary period before being

permanently appointed to the new or related position classification of the same pay range. Transfers shall be approved by the receiving division or department head.

SECTION 9.8 – SAME DAY HIRES

Seniority shall be computed from the date of appointment. If two employees are hired on the same day, a lottery drawing conducted by representatives of both the City and the Union shall determine the relative seniority ranking of the employees involved.

SECTION 9.9 – LAYOFF AND RECALL

The City, at its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: a) seasonal employees, b) temporary employees, c) any and all part-time employees, d) probationary employees in their original probationary period. In the event of further reductions in force, employees will be laid off from their affected classification in accordance with their (1) seniority as defined in Section 9.1 and (2) their skill and ability to perform the remaining work available without further training as determined by the City. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee with the least seniority will be laid off first. Such notice shall be provided at a minimum of forty-five (45) days prior to the anticipated date of layoff.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall and to await recall for his past position for a period of up to one year after their right to refuse has been exercised.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee notify the City Manager's office of his intention to return within two (2) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City Manager's Office with his latest mailing address.

SECTION 9.10 – ELIMINATION OF DEPARTMENT OR DIVISION

In the event that the City eliminates a department or division, Section 9.9 of this Agreement shall not apply. Rather, non-probationary employees laid off as a result of such elimination shall have the right, in seniority order, to displace less senior bargaining unit employees in other departments or divisions, in inverse order of seniority; provided, in each case, that the displacing employee has the present ability to perform the work of the employee being displaced. Any probationary employee so displaced shall then be laid off. Non-probationary employees so displaced shall have the right, in seniority order, to displace less senior employees in the bargaining unit, provided, in each case, that the displacing employee has the present ability to perform the work of the employee

being displaced. Any non-probationary employee so displaced who is not able to displace another, less senior employee in the bargaining unit shall be laid off.

SECTION 9.11 – RESIGNATIONS

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of his intention to resign.

SECTION 9.12 – SENIORITY CONVERSION

Permanent part-time employees will accrue seniority at the rate of 75 percent from the date of employment, until such time they may be appointed to a permanent full-time position.

ARTICLE X - FILLING OF VACANCIES

SECTION 10.1 – PERMANENT VACANCY

For the purpose of this article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position or when any of the following personnel transactions takes place in the bargaining unit and the City determines to replace the previous incumbent: retirements, resignations, terminations, promotions or demotions.

SECTION 10.2 – POSTING

Notice of permanent bargaining unit vacancies shall be posted on all of the City bulletin boards at City Hall, Park Division, Water Division, Street Division, Recreation Division, Public Safety Building (2) and Central Garage for five (5) work days. Such notice shall state the position, the classification, the minimum qualifications of the position, and the range of pay for the job.

SECTION 10.3 – FILLING OF VACANCIES

Any bargaining unit employee who meets the minimum qualifications of a vacancy may apply for the vacancy. The City will post vacancies for internal consideration first. The City may, however, fill the vacancy from outside the bargaining unit, as the City deems appropriate, if the outside applicant possesses superior skill and ability, as reasonably determined by the City.

ARTICLE XI - EMPLOYEE DISCIPLINE

SECTION 11.1 – EMPLOYEE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline. The City may discipline or discharge an employee for just cause. The guiding principle used by the City in imposing or awarding discipline is to provide the employee with notice of areas of improvement and to encourage the employee's effort to make such improvement. If an employee's conduct falls below

a desirable standard, he shall be subject to disciplinary action. Disciplinary action may take any of the following forms depending on the severity of the offense:

- a) Oral reprimand (with written notation in the personnel file).
- b) Written reprimand.
- c) Suspension (maximum thirty (30) calendar days) without pay.
- d) Dismissal.

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed forty-five (45) days. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

If within one (1) year after imposition of an oral reprimand or within two and a half (2½) years after imposition of a written reprimand, there is no intervening discipline for the same cause, the oral or written reprimand shall be removed from an employee's personnel file.

If an employee is suspended or discharged by the City, upon written request by the employee or Union President, with written consent of the employee, a disciplinary meeting may be held to discuss the discipline and the reasons thereof. This request shall be submitted in writing to the City Manager one business day following the suspension or discharge. The employee may have one Union Representative present at this meeting.

If an employee wishes to challenge any notice of discipline, the grievance procedure contained in this Agreement shall be the exclusive remedy to make such challenge.

This listing is not intended to include all possible items. Some general things an employee may be disciplined for are:

1. Substance abuse.
2. Failure to follow orders of a supervisor.
3. Conviction of a felony.
4. Failure to report to work at the proper place and time.
5. Being habitually tardy or absent.
6. Conduct unbecoming an employee.
7. Negligence that involves injury or property loss.
8. Failure to perform assigned work in an efficient manner.
9. Intentional destruction of City property.
10. Personal use of City property.

ARTICLE XII - PERSONNEL FILES

SECTION 12.1 – PERSONNEL FILES

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for

discipline against an employee. Supervisors' files shall contain job related information only. Such files shall be kept confidential to the extent permissible under state law.

SECTION 12.2 – INSPECTION

Upon request to the City Manager's Office, an employee may inspect his personnel file during normal working hours at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two such requests per year.

SECTION 12.3 – NOTIFICATION

Employees shall be notified when a formal written warning is placed in their personnel file. A copy of the warning will be supplied to the respective employee.

SECTION 12.4 – ~~REBUTTAL~~ EVALUATIONS

An employee may file a written rebuttal in his personnel file concerning any material in the file. However, the employee also agrees to electronically sign any performance review conducted by the City. An evaluation shall not be subsequently altered without notice and review by the employee.

ARTICLE XIII - HOLIDAYS

SECTION 13.1 – HOLIDAYS

The following are paid holidays for eligible employees: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, ~~and Christmas Eve Day and~~ Christmas Day. For the purpose of this article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; and if one of the above holidays falls on Sunday, it shall be observed on the following Monday. ~~Also, eligible employees will receive "one-half day" (four hours) for Christmas Eve if Christmas Eve falls on Monday, Tuesday, Wednesday, or Thursday of the week.~~

SECTION 13.2 – HOLIDAY PAY

For each such holiday, when not worked, an eligible employee may receive up to a maximum of eight (8) hours' pay at his regular straight time hourly rate. This provision shall not affect any bargaining unit member who is given time off in lieu of holidays due to his regularly-scheduled work. He will be paid for that holiday in the work cycle in which he actually takes that holiday off.

SECTION 13.3 – HOLIDAYS DURING VACATION

When a holiday falls within an eligible employee's approved vacation, he shall receive one (1) extra day added to his vacation time, with the prior approval of the supervisor.

SECTION 13.4 – PERSONAL DAYS

Permanent employees shall receive credit for four (4) paid days off annually on January 1 for personal reasons. These personal days must be scheduled a minimum of one (1) working day before the day is taken off with the employee's immediate supervisor. If an employee arrives on duty and manpower permits, he may take that day as his personal day without prior scheduling;

and, in any event, each personal day is subject to scheduling availability. Personal days shall not be carried over from one calendar year to the next, and may not be exchanged for cash payment. New employees will be posted with pro-rated personal leave hours in the amount of 1.23 hours per bi-weekly pay period remaining from the date of hire to the upcoming fiscal year.

ARTICLE XIV - VACATIONS

SECTION 14.1 – ELIGIBILITY FOR VACATION

All permanent employees covered by this agreement shall accrue paid vacation leave as follows:

- a) Zero (0) years through the sixth (6) year (72 months) of continuous employment, the accrual shall equal eighty (80) hours per year.
- b) Beginning the seventh (7) year, (73 months) and through the thirteenth (13) year (156 months) of continuous employment, the accrual shall equal one hundred twenty (120) hours per year.
- c) Beginning the fourteenth (14) year (157 months) and through the twenty-first (21) year (252 months) of continuous employment, the accrual shall equal one hundred sixty (160) hours per year.
- d) Beginning the twenty-second (22) year (253 months) and through the twenty-seventh (27) year (324 months) of continuous employment, the accrual shall equal two hundred (200) hours per year.
- ~~d)e~~ Beginning the twenty-eight (28) year (325 months) of continuous employment, the accrual shall equal two hundred forty (240) hours per year.

Bi-weekly accrual rates shall be determined by dividing the above hours by twenty-six (26). Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

SECTION 14.2 – ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 14.1, an employee must have full-time status and have been employed more than one year. In special circumstances (such as personal or family illness) and with the approval of the City Manager, an employee may use accrued vacation hours during the first year.

SECTION 14.3 – VACATION SCHEDULING

Vacations shall be granted at the time requested by an employee on the basis of their seniority. In the event of a conflict over vacation choice, the more senior employee shall have preference in their choice of vacation period for their initial pick. The final right to designate the vacation period is exclusively reserved by the City. Up to forty (40) hours of vacation leave, per fiscal year, may be taken in thirty minute increments, as scheduling allows and upon approval by the immediate supervisor.

Bargaining unit employees assigned to Police Communications will receive an extra ten (10) calendar days of vacation in lieu of Sections 13.1 and 13.2. Those employees receiving vacation time in lieu of holidays may take up to forty-four (44) hours of vacation leave per fiscal year in one (1) hour increments or multiples thereof, and will accrue holiday hours as they occur, posted

immediately after the holiday. Scheduled vacations of non-bargaining unit employees shall not affect current divisional policies limiting the number of employees off on vacation at any one time.

SECTION 14.4 – ACCUMULATION

A total of two hundred forty (240) working hours of earned vacation may be carried forward to the next fiscal year. Vacations shall be taken during the year allowed and shall not accumulate except as provided herein, or upon written permission of the Department Head. Each respective Department Head will, in turn, inform the City Manager's Office in writing of the employee's request to carry over vacation by the end of the fiscal year.

SECTION 14.5 – SEPARATION

Upon termination, each covered employee shall be paid for all earned vacation.

SECTION 14.6 – VACATION SELL BACK

An Employee shall be allowed to receive payment for all accumulated and/or earned vacation time during the employee's last three months of employment once an employee gives notice that the employee intends to retire under the Rules and Regulations of IMRF.

ARTICLE XV - LEAVES

SECTION 15.1 – GENERAL LEAVE OF ABSENCE

The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave including whether or not the leave is to be paid. Department heads may recommend vacation, injury and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. Except as otherwise prohibited by law, during leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment. Also, except as otherwise prohibited by law, during a discretionary leave of absence, no vacation or sick time will accrue and the employee will be responsible for paying the full amount of his health care premiums, including single plus one or family coverage, as applicable.

The provisions of this Section shall apply to the situation in which an employee seeks an unpaid leave of absence to protect his seniority when he has exhausted all other paid and unpaid leave options (including FMLA).

SECTION 15.2 – MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

SECTION 15.3 – JURY DUTY LEAVE

A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, the employee shall turn in the jury check to the City when received as a condition to being paid his regular straight-time wages for the period of

his jury duty service. Should a jury be dismissed and if an employee has three (3) hours or less remaining of his regular shift, then he will not be expected to return to work until the following work day.

SECTION 15.4A – SICK LEAVE

Permanent employees covered by this Agreement shall accumulate sick leave at the rate of eight (8) working hours per month to a maximum of two thousand one hundred sixty (2,160) hours. Accumulated hours over one thousand one-hundred twenty (1,120) working hours will be used for IMRF service credit only. The bi-weekly accrual rate shall be determined by dividing the annual accumulation by 26.

SECTION 15.4B – ELIGIBILITY FOR PAY

In order to get sick leave with pay, each employee covered by this Agreement agrees to (1) report promptly to the department or division head the reason for his absence; (2) use sick leave only for sickness of the employee except for point 3 below and bear the burden of proof of such sickness if required by the City; and (3) a permanent employee may also use sick leave with pay for absences necessitated by illness, injury or exposure to contagious disease by a member of his immediate family. Immediate family is defined as parent, spouse, sibling brother-in-law, sister-in-law, child, step-child, parent-in-law, son-in-law, daughter-in-law, natural grandparent and grandchild. The word “spouse” shall include a civil union partner, and all “in-law” categories shall include equivalent relationships effected by means of a civil union. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies and absence from duty shall not exceed the period of actual need.

SECTION 15.4C – CERTIFICATION

If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick for more than three (3) consecutive days shall be required to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's department or division head before the employee will be permitted to return to work.

SECTION 15.4D – SICK LEAVE PAYOUT

All employees covered by this Agreement electing to retire under the provisions of any of the City pension funds because of length of service, shall be entitled to receive payment in the amount of one-fourth of the sick leave he has on the official City records at the time of retirement, not to exceed 280 hours (25 percent multiplied by 1,120 accumulated hours), to be paid at the actual hourly rate of pay. This applies to retirement only and it does not involve separation from City service for any other cause or disability leave.

SECTION 15.5A – FAMILY AND MEDICAL LEAVE ACT

The parties agree that the city may adopt such policies as may be necessary or appropriate to implement the Family Medical Leave Act of 1993 (FMLA). No such policy shall be deemed to violate this agreement if it is either mandated or legally permitted by the FMLA. The parties agree

that employees who are on pregnancy or FMLA leave will continue to accrue seniority, sick leave, vacation and employment credits while on pay status with the City, that is, using paid time-off, including sick leave, vacation or any other paid time-off that an employee may be allowed to use under this agreement.

SECTION 15.5B – ELIGIBILITY FOR PAID LEAVE

To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known and thereafter furnish to the City a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work together with a written application for such leave. Thereafter, during such leave, the employee shall be required to furnish a current report from the attending doctor at the end of every sixty (60) day interval.

SECTION 15.5C – WORKER'S COMPENSATION

If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of one hundred eighty-three (183) calendar days for any one injury or accident and the applicable leave accruals during that time. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance. Should the employee remain on workers compensation beyond the 183 calendar days, the applicable leave accruals including personal days will be discontinued until said employee returns to work full-time. Seniority, however, will continue to accrue and the City shall continue payment for the employee's medical care coverage as well as the City's contribution toward dependent coverage.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits, as provided by the City. The employee shall be responsible for causing a report by the attending physician to be submitted to the Risk Management Office for the initial visit when the employee is examined by the attending physician and every 30 to 60 days thereafter. The Risk Management Office shall provide forms to the employee for this purpose.

Payments for worker's compensation benefits are not earnings subject to federal, state and FICA taxes. Any worker's compensation benefits are subject to IMRF Rules. The Finance Department shall pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the employee will receive an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits

per (1) above. The salary paid per this amount shall be subject to all applicable deductions and withholding for various taxes.

SECTION 15.6 – DISABILITY LEAVE

If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund. Such disability shall be considered disability leave and such employee shall be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least two (2) competent licensed medical authorities that the employee will be permanently disabled, he may use all of his earned accrued benefits and thereafter, or prior to, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of one hundred eighty-three (183) calendar days. Once a municipal employee has been on leave for thirty (30) months or more, he shall forfeit all seniority and status as a municipal employee except where Illinois State Statutes apply. No employee will be allowed to return to work without a written release from his attending physician. In the event a physician releases an employee to return to work and the employee fails to show for two (2) working days, then his status as a municipal employee shall be terminated.

SECTION 15.7 – BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, an employee shall be permitted to use sick leave for a period of three (3) scheduled working days. Immediate family is defined as parent, step-parent, spouse, sibling brother-in-law, sister-in-law, child, step-child, parent-in-law, son-in-law, daughter-in-law, natural grandparent and grandchild and aunt or uncle. The word "spouse" shall include a civil union partner, and all "in-law" categories shall include equivalent relationships effected by means of a civil union.

SECTION 15.8 – BENEFITS WHILE ON LEAVE

Unless otherwise provided by law or other provisions of this Agreement, seniority, sick leave, vacation, personal days and other benefit or employment credits shall not accrue when an employee is on leave without pay under Section 15.1. Benefits while on other types of leave specified in the Agreement will be provided in accordance with applicable law and the specific provisions of this Agreement that apply to such leaves.

SECTION 15.9 – WELLNESS INCENTIVE

To incent employees to obtain annual physicals and wellness screenings an employee will receive: either (1) one additional personal day or (2) be paid an amount equal to one day's pay (8 hours) one time per calendar year when the employee provides the required proof that they have

undergone an annual wellness physical examination as provided by the health plan wellness benefit.

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

ARTICLE XVI - WAGES

SECTION 16.1 – GENERAL

All employees shall be paid by direct deposit. The bi-weekly base salary for bargaining unit members shall be increased as follows from its current level:

1. ~~2.005%~~ commencing with the first full pay period following ~~January 1, 2021~~ ~~execution of this agreement~~
2. ~~2.005%~~ commencing with the first full pay period following January 1, 20~~22~~~~19~~
3. ~~2.25%~~ commencing with the first full pay period following January 1, 20~~23~~~~0~~

The official pay plan for the City consists of a Classification and Salary Schedule showing established hourly pay ranges of classification titles of positions which are to be compensated within each pay range. The City Council approves the pay plan and amends the plan from time to time. The official pay plan for the City is posted on the City's website and may be found in the City Manager's office. The official schedule of ranges represents full-time compensation in each class of position. Permanent full-time employees shall receive holidays, vacation leave, sick leave, seniority benefits as well as health and dental insurance when applicable. These benefits will be accrued and paid in proportion to the work schedule and provided they meet the minimum weekly work hours established by the insurance carrier where applicable.

SECTION 16.2 – PAY RANGES AND STEPS

The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Increments within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step "A" to Step "B" at the end of one year's service, then annually thereafter until the last step in the pay range has been reached. Employees progress through eleven steps with two and a half percent increments between steps. In the event that a salary adjustment

is withheld, then the City will notify the Union of such action. When step increases are awarded, employees receive step increases on their anniversary date.

SECTION 16.3 – LONGEVITY

~~After five (5) continuous years of service, each employee hired prior to April 1, 1993, covered by this Agreement, shall have the following amounts added to his base wages:~~

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

After ten (10) continuous years of service, each employee ~~hired on or after April 1, 1993~~ covered by this Agreement, shall have the following amounts added to his base wages:

- Upon 10 years' service - increase base pay by 2%
- Upon 15 years' service - increase base pay by 4%
- Upon 20 years' service - increase base pay by 6%
- Upon 25 years' service - increase base pay by 8%
- Upon 30 years' service - increase base pay by 12~~10~~%

Base pay shall be the bi-weekly salary from the official pay plan for which the employee is eligible excluding any other pay adjustment or compensation provided in the contract.

SECTION 16.4A – APPROVED COLLEGE WORK, LICENSE AND CERTIFICATION INCENTIVE

The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the position held by the employee as well as certain licenses or certifications relating to the employee's classification. A proposed curriculum must be approved by the City prior to the start of classes by the employee to be eligible for the education incentive pay. Employees shall be reimbursed by the City \$150 per six (6) months for the cost of tuition fees and books for approved courses.

The education incentive pay will be applicable for the completion of the first- and second-year Associate Degree of college work at an accredited institution and maintenance of an aggregate grade point average of 2.0 on a scale of 4.0.

SECTION 16.4B – COMPENSATION

City employees' base pay will be increased by 5 percent for completion of college work approved by both the City Manager and the accredited institution involved for the equivalent of one academic year of work above and beyond the minimum requirements for the position held by the employee. This increase shall only apply to employees who receive the approved education while employed by the City of Galesburg. Employees must have their curriculum approved by the City prior to the start of classes in order to be eligible for reimbursement in Section 16.4(A) or increased compensation in Section 16.4B. The employee's salary will be increased by an additional 5 percent of base pay for the completion of a second academic year. A transcript of subjects from the college

stating the employee has met the requirements must be submitted to the employee's department head before the pay increase will be approved.

City acknowledges that employees who have received education beyond the minimum requirements may provide an enhanced benefit to the City. As such, City may at its sole discretion choose to offer an employee with relevant education beyond the minimum requirements of the position a rate in excess of the minimum rate for the class of position. In doing so, the City will consider whether the education is relevant to the position, how far the employee has progressed and other relevant factors.

Employees of the Water Division, while employed within the Division, salary will be increased by 5% for completing the necessary requirements and receiving and maintaining an Illinois Public Health Plumbing License.

An employee of the Water Division, while employed within the Division, will have his salary increased by 5% for completing the necessary requirements and receiving and maintaining each progressively higher standard Illinois Environmental Protection Agency (IEPA) Water Operators License (i.e. Class C and B) above and beyond the requirements of the employee's position. Employees currently receiving educational incentive pay, will continue to receive it; provided, however, that no employee may receive more than 10% in educational incentive.

SECTION 16.5 – SEVERANCE PAY

A permanent employee electing to retire under the provisions of any City pension fund because of length of service shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have attained twenty (20) years or more of service with the City of Galesburg and meet the age requirement of fifty-five (55) years of age established by the Illinois Municipal Retirement Fund. This is a one-time only benefit and credit will not be given for part-time or temporary service unless hired on a permanent basis without a lapse in employment. The City will compute severance pay on actual wages rather than base wages.

SECTION 16.6 – PAYROLL DEDUCTIONS

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the Credit Union, United Way contributions, additional withholding tax, etc. All deductions must be requested in writing, dated and signed by the employee. All employees covered by this contract are eligible to participate in the Flexible Benefits, Section 125 plan.

SECTION 16.7 – DISPATCHER TRAINING PAY

A communications dispatcher who is a certified training dispatcher and who is working in that capacity by assignment of the Police Chief or his designee, shall receive one half hour (.50~~+~~) hour

of compensatory time, for each ~~eight (8)~~four (4) hours of assigned certified training dispatcher work.

SECTION 16.8 – ABC ELECTRICAL APPRENTICESHIP PROGRAM

Bargaining unit employees assigned to the Traffic Division of the Department of Public Works, who successfully complete two full years of the Associated Builders and Contractors of Illinois (ABC) electrical apprenticeship program will receive a 5% increase to their base rate of pay. Bargaining unit employees who complete a third full year of this program shall receive an additional 2.5% increase to their base pay. Bargaining unit members who complete the fourth year of the program shall receive an additional 2.5% increase to their base pay. No employee may receive more than 10% in combined incentives between this program and the educational incentive outlined in Section 16.4B.

The incentives described above will only be awarded to those employees with acceptable grades, classroom hours and attendance, as validated by the ABC. Employees shall be responsible for paying for the entire cost of this program.

ARTICLE XVII - GROUP BENEFITS

SECTION 17.1 – GROUP MEDICAL COVERAGE

~~For employees covered by this Agreement, group medical coverage is available through the State of Illinois' Central Management Services (CMS), a plan selected by the City Manager. Four~~ Plans, each of which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) are available to permanent full-time employees and their dependents, and to eligible retired employees under the age of 65 and their dependents under the age of 65. Plans of medical coverage that is secondary coverage to Medicare Parts A and B are available to retired employees at age sixty-five (65) and their dependents at age 65.

Upon termination of employment for any reason other than retirement, the group coverage shall cease as of the date of the termination of employment. Employees who have been placed on temporary or permanent disability by the Illinois Municipal Retirement Fund, on pregnancy leave, or who are on injury leave in excess of the injury leave period may remain on the City's major medical plan at the employee's cost until age sixty-five (65).

SECTION 17.2 – PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS

Each plan coverage month begins on the first day of the calendar month. Employees under this Agreement will be eligible for the medical coverage on the first day of the calendar month next following the date that the employee commences to work. An eligible dependent shall include the

covered employee's spouse, eligible dependent children and civil union partner, as per the current plan provisions.

Effective as of the date of execution of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix C toward the premium cost of group medical coverage under the City's plans. During the term of the agreement, modifications of plan benefits, including but not limited to changes in coverage, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. Any such modification shall not be grievable by the union, nor shall the City be required to make changes applicable only to AFSCME employees in the City wide plan.

In the event that annual premiums for the medical insurance program (health, vision and dental) increase more than 3.5% for any annual renewal, the amount above the 3.5% increase shall be shared pro-rata between the City and the employee based on the current pro-rata share for the employer and employee under their current healthcare plan. The pro-rata share for the current year is shown in Appendix C which outlines the health insurance contribution rates for the parties.

SECTION 17.2A HEALTH SAVINGS ACCOUNT (HSA)

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

SECTION 17.3 – EMPLOYEES ON DISABILITY LEAVE

Subject to the City's group coverage plan, an employee on disability leave or worker's compensation leave may remain in the group health plan but the employee must pay the employee contribution premium and if applicable, the dependent's contribution premium.

~~An employee on worker's comp leave may remain in the group health plan and the City will continue to pay the employee's premium.~~

SECTION 17.4 – RETIRED EMPLOYEES AND DEPENDENTS

Except as otherwise provided in Article XX of this Agreement an employee who is under age sixty-five (65) but retired from the City's service as a result of becoming eligible to retire because of having served the required number of years and having reached the required age of retirement under the Illinois Municipal Retirement Fund may retain the same medical plan of coverage he had as a City employee. The City will bear the cost of the total premium for the employee only medical coverage to age sixty-five (65). Should the employee choose to continue dependents coverage, the employee will pay the full premium for dependents coverage. Further, should any employee under the age of fifty-five (55) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the Illinois Municipal Retirement Fund, then that employee may remain in the City's health medical coverage plan at his own expense to age sixty-five (65). If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then

said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 17.1. That person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

SECTION 17.5 – UNION AND MANAGEMENT LIABILITY

The failure of any plan of medical coverage to provide any benefit for which it has contracted shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any plan of medical coverage from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by a plan of coverage shall be controlling in all matters pertaining to benefits thereunder.

SECTION 17.6 – RIGHT OF CONSULTATION

A difference or conflict between an employee (or his covered dependents) and the plan of coverage regarding claims or coverage shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate a representative who will be reasonably available for consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted in receiving all the benefits to which they are entitled under the terms and conditions of any plan of coverage.

SECTION 17.7 – HEALTH BENEFITS ADVISORY COMMITTEE

One member of AFSCME Local #1173 shall be allowed to sit in on all Health Benefits Advisory Committee meetings. This will be a non-voting position, however, and said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further,

the City shall give proper notice to all members of the Health Benefits Advisory Committee at least two (2) days prior to said meeting.

SECTION 17.8 – GROUP DENTAL PLAN

For employees covered by this Agreement, group dental coverage is available. A plan which provides certain benefits to age sixty-five (65) is available to permanent full-time employees and their dependents. The City will pay the employee’s premium.

ARTICLE XVIII - PENSIONS

SECTION 18.1 – PENSIONS

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

ARTICLE XIX - RESIDENCY

SECTION 19.1 – REQUIREMENT

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual “in fact” living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee's probationary period if the employee is to be continued in the City's service.

SECTION 19.2 – CHANGES INCORPORATED INTO AGREEMENT

In the event the City elects to change the residency requirements which are currently applicable to all personnel employed by the City, or they are changed for employees in another City bargaining unit as a result of binding arbitration, any such change shall likewise be applicable to all employees covered by this Agreement, but only to the extent that the residency requirements are relaxed.

ARTICLE XX - RETIREE HEALTH SAVINGS PLAN

SECTION 20.1- ESTABLISHMENT

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

SECTION 20.2 - REGULAR CONTRIBUTIONS: NEW EMPLOYEES and

OPT-OUT EMPLOYEES

Employees who are hired after the date of ratification of this Agreement by both parties ("new employees") and those current employees who have elected to irrevocably opt out of (waive) the City's obligation to pay health insurance premiums for them upon retirement, as was provided for in prior agreements, shall be entitled to retiree health insurance by means of their participation of the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 17.4. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee's probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by ICMA-RC.

~~ARTICLE XXI – DRUG AND ALCOHOL POLICY~~

~~The parties agree to the drug and alcohol policy as set forth in Appendix C which is attached hereto, and incorporated by reference.~~

ARTICLE XXII - MISCELLANEOUS PROVISIONS

SECTION 22.1 – ACCEPTANCE OF GIFTS

No gift or favors shall be accepted by a City employee which has been given because of his employment with the City of Galesburg.

SECTION 22.2 – DEFAULT ON PREMIUM CONTRIBUTIONS

All premium contributions which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City.

SECTION 22.3 – DRIVER'S LICENSE

All employees shall be required as a condition of continued employment to obtain and maintain a valid driver's license, as required by law, to operate City vehicles as required for each particular job classification. The City agrees to provide equipment and up to four (4) hours training on work time to assist employees in obtaining a Commercial Driver's License (CDL) if required by the employee's classification. Employees will be allowed to take the CDL drivers test during working

hours at a time specified by the City. The City agrees to pay the employee a \$10.00 reimbursement, on a one-time basis, for an upgrade of his license to a higher class.

SECTION 22.4A – SERVICE OF NOTICES

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President, AFSCME Local #1173

Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager

55 West Tompkins Street

Galesburg, Illinois 61401

SECTION 22.4B – EMPLOYEE NOTICE TO EMPLOYER

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

SECTION 22.4C – UNION NOTICE TO EMPLOYER

The Union agrees to annually furnish the City a list of officers and positions held and to immediately notify the City of any changes thereto. Such notices shall be delivered in writing to the City Manager's office following any and all elections.

SECTION 22.5 – ORDERLY OPERATIONS

The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation of the City.

SECTION 22.6 – OUTSIDE EMPLOYMENT

Permanent City employees may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.

SECTION 22.7 – PERSONAL USE OF CITY PROPERTY

The use of City property for personal use is prohibited.

SECTION 22.8 – PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his job. Whenever a department or division head feels that the physical condition of an employee is endangering his own health or the safety of his fellow workers, the employee may be requested to submit to a medical examination by a physician without expense to the

employee which shall only be for the purpose of determining his physical condition relative to City employment.

SECTION 22.9 – POLITICAL ACTIVITY

No person holding a position with the City of Galesburg shall use any official authority or influence to coerce the political action of any person or body or to influence any election.

Nothing in this section shall be construed to prohibit or prevent any person from:

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

SECTION 22.10 – PRINTING OF THE AGREEMENT

The City agrees to print a sufficient number of contracts for the bargaining unit employees and to furnish the Union with three (3) copies.

SECTION 22.11 – RETROACTIVITY

Employees covered by this Agreement who are still on the active payroll as of the retroactive date immediately following ratification of this Agreement by both parties may receive a retroactive payment computed on the difference between the new base rate of pay effective the beginning of said payroll and the rates prior to ratification.

SECTION 22.12 – ~~TELEPHONE CONTACT INFORMATION~~

All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone. Additionally, all employees who are not assigned email addresses by the City, shall provide an email address to Human Resources. ~~in their place of residence.~~

SECTION 22.13 – CODE OF ETHICS

The Union agrees that the Code of Ethics contained in the Personnel Rules is applicable to all bargaining unit members.

SECTION 22.14 – REQUIRED PRESCRIPTION GLASSES

The City agrees to reimburse any employee for up to one set of prescription safety glasses per calendar year upon presentation to the City of proof of purchase of same.

ARTICLE XXIII - SAVINGS CLAUSE

If any provision to this Agreement of the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently-enacted legislation by the State of Illinois or the United States of America, the remaining parts or portions

of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provisions.

ARTICLE XXIV - ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this

Agreement, even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV - AMENDMENTS

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

ARTICLE XXVI - TERMINATION

SECTION 26.1 – EFFECTIVE DATE

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2023~~0~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof the parties hereto have set their hands this ___th day of ~~December,~~ April, 2021, 2018.

For the
CITY OF GALESBURG

For the
LOCAL #1173, COUNCIL 31
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

CITY MANAGER

PRESIDENT, Local 1173

WITNESS

Local 1173

Local 1173

Local 1173

COUNCIL 31 REPRESENTATIVE

APPENDIX A

REQUEST FOR TRANSFER

I hereby request a transfer to the following department/division in accordance with all applicable provisions of this Agreement. This request shall expire on December 31st following the date signed.

Position

Print Name

Department

Signature

Date

cc: Department Head
Personnel File

APPENDIX B

Section 1. GENERAL POLICY REGARDING DRUGS AND ALCOHOL

The use of illegal drugs and the abuse of alcohol or cannabis by employees of the City of Galesburg present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug, cannabis and alcohol abuse.

In the interest of employing person who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug, cannabis and/or alcohol testing, to implement a general policy regarding drugs, cannabis and alcohol.

The City of Galesburg and its various operating departments have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protection the public by ensuring that their employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol, cannabis, or drugs by City employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2. DEFINITIONS

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

<u>Opium</u>	<u>Methaqualone</u>	<u>Psilocybin-psilocin</u>
<u>Morphine</u>	<u>Tranquilizers</u>	<u>MDA</u>
<u>Codeine</u>	<u>Cocaine</u>	<u>PCP</u>
<u>Heroin</u>	<u>Amphetamines</u>	<u>Choral Hydrate</u>
<u>Meperidine</u>	<u>Phenmetrazine</u>	<u>Methylphenidate</u>
	<u>LSD</u>	
<u>Barbiturates</u>	<u>Mescaline</u>	
<u>Glutethimide</u>	<u>Steroids</u>	

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

C. Cannabis shall have the same meaning ascribed to it as in the Cannabis Control Act (720 ILCS 550/1 et seq.) as amended.

Section 3. PROHIBITIONS

Employees shall be prohibited from:

- Consuming or possessing alcohol, cannabis or drugs at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, and vehicles and the employee's personal vehicle while engaged in City business.
- Using, selling, purchasing or delivery of any drug during the workday or when off duty.
- Being under the influence of alcohol, cannabis or drugs during the course of the workday.
- Failing to report to the Benefits Coordinator any known adverse side effects of medication or prescription drugs which they are taking.

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

Section 4. ADMINISTRATION OF TESTS

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

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

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

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

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

Except where the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an employee tests positive for the use of a drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an employee tests positive for cannabis or alcohol, and/or if the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to random testing (no more than 6 times in the first 12 months, and no more than two years following the original positive test) with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section 3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug, cannabis or alcohol abuse.

Section 5. VOLUNTARY REQUESTS FOR ASSISTANCE

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

Section 6. EXPUNGEMENT

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

SIDE LETTER LANGUAGE

Section B.1. GENERAL POLICY REGARDING DRUGS AND ALCOHOL

~~The use of illegal drugs and the abuse of alcohol by employees of the City of Galesburg present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable~~

~~expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug and alcohol abuse.~~

~~In the interest of employing person who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug and/or alcohol testing, to implement a general policy regarding drugs and alcohol.~~

~~The City of Galesburg and its various operating departments have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protection the public by ensuring that their employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol substances by City employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.~~

~~Section B.2. DEFINITIONS~~

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

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

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

~~Section B.3. PROHIBITIONS~~

~~Employees shall be prohibited from:~~

~~Consuming or possessing alcohol or proseribed drugs (drugs proseribed by the Controlled Substances Act) at any time during the work day on any of the City’s premises or job sites, including all City buildings, properties, and vehicles and the employee’s personal vehicle while engaged in City business.~~

~~Using, selling, purchasing or delivery of any proseribed drug during the workday or when off duty.~~

~~Being under the influence of alcohol or proseribed drugs during the course of the workday.~~

~~Failing to report to the Benefits Coordinator any known adverse side effects of medication or~~

~~prescription drugs which they are taking.~~

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

~~Section B.4. ADMINISTRATION OF TESTS~~

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

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

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

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

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

~~Except where the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an employee tests positive for the use of a proscribed drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, and/or if the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to~~

~~random testing (no more than 6 times in the first 12 months, and no more than two years following the original positive test) with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section B.3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug or alcohol abuse.~~

~~Section B.5. VOLUNTARY REQUESTS FOR ASSISTANCE~~

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

~~Section B.6. EXPUNGEMENT~~

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

APPENDIX C

City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan			
Monthly Premiums 2015				Monthly Premiums 2015				Monthly Premiums 2015			
Local Consumer Driven Health Plan (LCDHP) High-Deductible plan				Local Care Health Plan (LCHP) PPO-plan				Managed Care Health Plans HMO & OAP plans			
(same contribution rates as current plan)				(increased contribution)				(increased contribution)			
AFSCME	Emp Pays	City Pays	Total	AFSCME	Emp Pays	City Pays	Total	AFSCME	Emp Pays	City Pays	Total
Single	\$40.00	\$531.00	\$576.00	Single	\$114.00	\$606.00	\$720.00	Single	\$107.00	\$606.00	\$713.00
per payroll	\$22.50	\$265.50	\$288.00	per payroll	\$57.00	\$303.00	\$360.00	per payroll	\$53.50	\$303.00	\$356.50
Emp + 1 dep	\$145.00	\$961.00	\$1,106.00	Emp + 1 dep	\$314.00	\$1,068.00	\$1,382.00	Emp + 1 dep	\$301.00	\$1,068.00	\$1,369.00
per payroll	\$72.50	\$480.50	\$553.00	per payroll	\$157.00	\$534.00	\$691.00	per payroll	\$150.50	\$534.00	\$684.50
Family	\$315.00	\$1,114.00	\$1,429.00	Family	\$460.00	\$1,326.00	\$1,786.00	Family	\$442.00	\$1,326.00	\$1,768.00
per payroll	\$157.50	\$557.00	\$714.50	per payroll	\$230.00	\$663.00	\$893.00	per payroll	\$221.00	\$663.00	\$884.00
Premiums & Contributions include medical & prescription drug benefits for each plan as defined in the Benefits Choice booklet											
All Plans include dental & vision benefits as defined in the Benefits Choice booklet											

<u>City of Galesburg Employee Health Plan</u>				<u>City of Galesburg Employee Health Plan</u>			
<u>Blue Cross Blue Shield of IL</u>				<u>Blue Cross Blue Shield of IL</u>			
<u>Monthly Premiums CY2021 eff 01/01/2021</u>				<u>Monthly Premiums CY2021 eff 01/01/2021</u>			
High Deductible				\$0 Ded PPO			
<u>AFSCME</u>	<u>Emp Pays</u>	<u>City Pays</u>	<u>Total Prem</u>	<u>AFSCME</u>	<u>Emp Pays</u>	<u>City Pays</u>	<u>EE & ER</u>
<u>Single</u>	<u>\$45.96</u>	<u>\$604.72</u>	<u>\$650.68</u>	<u>Single</u>	<u>\$121.36</u>	<u>\$666.22</u>	<u>\$787.58</u>
<u>per pay</u>	<u>\$22.98</u>	<u>\$302.36</u>	<u>\$325.34</u>	<u>per pay</u>	<u>\$60.68</u>	<u>\$333.11</u>	<u>\$393.79</u>
<u>Emp + 1</u>	<u>\$150.70</u>	<u>\$1,101.30</u>	<u>\$1,252.00</u>	<u>Emp + 1</u>	<u>\$342.30</u>	<u>\$1,172.14</u>	<u>\$1,514.44</u>
<u>per pay</u>	<u>\$75.35</u>	<u>\$550.65</u>	<u>\$626.00</u>	<u>per pay</u>	<u>\$171.15</u>	<u>\$586.07</u>	<u>\$757.22</u>
<u>Family</u>	<u>\$332.18</u>	<u>\$1,327.88</u>	<u>\$1,660.06</u>	<u>Family</u>	<u>\$513.26</u>	<u>\$1,486.82</u>	<u>\$2,000.08</u>
<u>per pay</u>	<u>\$166.09</u>	<u>\$663.94</u>	<u>\$830.03</u>	<u>per pay</u>	<u>\$256.63</u>	<u>\$743.41</u>	<u>\$1,000.04</u>

Agreement

Between

City of Galesburg

And

AFSCME Local 1173
District Council 31

April 20, 2021 through December 31, 2023

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AGREEMENT

THIS AGREEMENT, entered into this twentieth day of April, 2021, between the City of Galesburg, Illinois (The "City") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO for and on behalf of Local 1173 (the "Union"):

PREAMBLE

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

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

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

ARTICLE I - RECOGNITION

SECTION 1.1 – UNION RECOGNIZED

The City recognizes Local #1173 and Council 31 AFSCME as the exclusive bargaining agent for the purpose of establishing the wages, hours, terms and conditions of employment for all non-exempt, full-time permanent employees, those employees scheduled to work more than 32 hours per week. Permanent part-time employees are any employee(s) who are regularly scheduled to work a minimum of thirty (30) hours per week. Permanent part-time employees are entitled to 3/4 of the benefits of a full-time employee. Additionally, the City shall furnish health care coverage for all permanent part-time employees. Permanent part-time employees are eligible for membership in the Union. Employees represented are in the classification of Bus Driver, Transit Clerk, Property Compliance Officer, Transit Technician, PSB IS Tech, Transit Shop Foreman, Transit Dispatcher, Secretary I, Information Systems Technician, Account Clerk I, Junior Accountant, Handivan Driver, Communications Dispatcher/Clerk I, Communications Dispatcher/Clerk II, Public Safety Clerk, Telephone Systems Operator, Recreation Activity Specialist, Engineering Technician I, Engineering Technician II, Custodian I, Custodian II, Maintenance Worker, Heavy Equipment Operator, Mechanic, Public Service Officer, Utility Maintenance, Electrician, Crew Foreman and Water Meter Shop Foreman.

Employees excluded from representation are all seasonal (those hired to work for a fixed period of time which is less than one year), part-time (those scheduled to work an average of less than 30

hours per week), uniformed police and firefighter, supervisory, confidential or exempt employees and all elected officials or officers of the City.

SECTION 1.2 – NEGOTIATIONS

The Union shall be permitted to have five (5) individuals sit on the negotiating committee provided it does not interfere with or disrupt emergency services, if any.

SECTION 1.3 – NEW CLASSIFICATIONS

The City shall notify the Union, in writing, of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this Agreement. If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, and the Union notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to review the proposed classification. The Union will have ten (10) calendar days to respond to said written notice. If no response is received within that time period, however, the Union is presumed to have agreed with the change.

SECTION 1.4 – INTEGRITY OF BARGAINING UNIT

Absent an emergency, the City will not assign work normally performed by employees in the bargaining unit to employees in another City bargaining unit without notifying the Union. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

SECTION 1.5 – RIGHT TO SUB-CONTRACT

Nothing in this Agreement shall preclude the City from exercising its right to sub-contract for any goods or services. The Union, however, shall be afforded the right to subscribe, without charge, to the City's E-Alert system in order to receive by e-mail notices of posted Requests for Proposal (RFP). Should the Union wish to discuss the subject matter of any particular RFP or to offer any proposal that it may have for performing the work by the use of bargaining unit employees, it may do so by requesting a Labor-Management meeting under Section 8.3.

ARTICLE II - UNION RIGHTS

SECTION 2.1 – DUES DEDUCTIONS

While this Agreement is in effect, the City will deduct, once each month, the regular monthly union dues, plus a deduction for P.E.O.P.L.E., for each employee in the bargaining unit. The union, not the employer, will be the record keeper of deduction cards. The union is not required to provide a copy of the dues authorization to the employer. Dues deduction authorizations remain valid until the employee leaves the bargaining unit or the employer receives notice from the union that an employee has revoked his/her authorization in writing in accordance with the terms of the authorization. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union. The Union may change the fixed uniform dollar amount which shall be

considered the regular monthly union dues once each year during the life of this Agreement. The Union will give the City thirty (30) days' notice in writing of any such change in the amount of uniform union dues to be deducted. The Employer must commence dues authorization within 30 days of notice of authorization from the Union and must transmit the deductions to the union within 30 days of the deduction. Should the Employer not timely deduct dues or accept revocations directly from employees, the Employer will have to reimburse the union for lost dues income. The Employer shall honor the employees' individually authorized union deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Electronic signatures for dues deductions are valid signatures.

SECTION 2.2 – UNION INDEMNIFICATION

The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in complying with the provisions of this article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues deduction provision within fifteen (15) days.

SECTION 2.3 – UNION ACCESS

The employer shall provide to the exclusive representatives, including their agents and employees, reasonable access to employees in the bargaining units they represent. This access shall at all times be conducted in a manner so as not to impede normal operations.

SECTION 2.4 - EMPLOYEE INFORMATION

The employer shall provide bargaining unit lists and employee contact information to the union at least once per month in Excel under the IPLRA. The information shall include name, address, job title, worksite location, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file and any personal email addresses. The employer must provide the union the same information as above for all new hires within 30 days of the date of hire.

SECTION 2.5 – TIME OFF FOR UNION BUSINESS

Five elected Union officers will be allowed time off without pay, scheduling permitting, for the purpose of attending Union meetings, conferences, and conventions. Employees may elect to take accrued time (i.e. vacation, holiday, personal, comp time, etc.) in lieu of taking such time off without pay. Such time off shall not be detrimental in any way to the employee's record. The Union shall conduct union orientation for each new bargaining unit employee during the employees first 10 days of employment without loss of pay for the employees (including the employees representing the union). The orientation shall not exceed 1 hour.

ARTICLE III - MANAGEMENT RIGHTS

SECTION 3.1 – MANAGEMENT RIGHTS

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

SECTION 3.2 – DETERMINATION OF AUTHORITY

If, in the sole discretion of the City Manager, it is determined that extreme civil emergency conditions exist per Illinois State Statutes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency. Should an emergency arise, the City Manager shall advise the local President of the Union or the next highest officer of the Union of the nature of the emergency.

SECTION 3.3 – AUTHORITY FOR APPOINTMENTS

Authority to make appointments to all positions in the City's service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, Election Clerk, and uniformed personnel (except Chiefs of the Police and Fire Departments), is vested in the City Manager.

Before being given a permanent appointment, each employee shall undergo a thorough examination by a physician designated by the City, and no one shall be employed unless the examining physician certifies that he or she is physically able to perform the essential functions required by his or her position.

ARTICLE IV - NON-DISCRIMINATION

SECTION 4.1 – EMPLOYMENT POLICY

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

SECTION 4.2 – EMPLOYEE DISCRIMINATION

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

SECTION 4.3 – RESPONSIBILITY OF UNION

The Union recognizes its responsibility as bargaining agent.

SECTION 4.4 – HIRING PRACTICE

Only one person from a family shall be employed as a permanent employee by the City in the same department or in any City employment so that they would be working in close proximity on a regular day-to-day basis. For this purpose, a member of a family is defined as a parent, step-parent, parent-in-law, sibling, child, step-child, son-in-law, daughter-in-law, natural grandparent, grandchild or spouse. The word "spouse" shall include a civil partner, and all "in-law" categories shall include equivalent relationships affected by means of a civil union.

SECTION 4.5 – GENDER

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

ARTICLE V - GRIEVANCE

SECTION 5.1 – DEFINITION

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

SECTION 5.2 – TIME LIMIT

A grievance must be filed within ten (10) business days of its occurrence.

SECTION 5.3 – PROCEDURE

STEP ONE: An employee having a grievance shall meet with his immediate supervisor. The supervisor shall give the employee an oral answer within three (3) business days after such presentation. Discharge cases and other cases which by their nature are not capable of being settled at the preliminary step of the grievance procedure may, by mutual

agreement of the parties, be filed at Step Three of the grievance procedure of this contract. The time limit for filing such a grievance shall be as provided in Section 5.2.

STEP TWO: If the grievance is not settled in Step One and the employee and Union wish to advance the grievance to Step Two, it shall be referred in writing to the employee's immediate supervisor within seven (7) calendar days after the supervisor's oral answer in Step One and shall be signed by the aggrieved employee and the Union Steward when applicable. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the City is alleged to have violated and the relief requested. Within seven (7) calendar days of the receipt of the written grievance, the City shall schedule a meeting with the aggrieved employee, his immediate supervisor, the department or division head and the Union Steward. If no settlement is reached, the department head shall provide the employee a written answer within seven (7) calendar days following their meeting.

STEP THREE: If the grievance is not settled in Step Two and the employee and Union wish to appeal the grievance to Step Three, it shall be referred in writing to the City Manager within seven (7) calendar days after the City's answer in Step Two and shall be signed by the aggrieved employee, and the Union Steward and/or the Union Representative, when applicable. Within seven (7) calendar days of receipt, the City shall schedule a meeting with the employee, the department head, the immediate supervisor, Human Resource Coordinator, City Manager and two Union representatives. If no settlement is reached, the City Manager or his representative shall give the City's written decision to the aggrieved employee within ten (10) business days following their meeting.

SECTION 5.4 – BINDING ARBITRATION

A. **FILING:** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step Three response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within such five (5) days, they shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators with the appropriate experience and background. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, then the other party shall strike the second, the first party shall strike the third name, the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place subject to the reasonable availability of the Employer and the Union representatives. All arbitration hearings shall be held in the City of Galesburg, Illinois unless the parties mutually agree otherwise.

B. **ARBITRATOR'S AUTHORITY:** The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other

issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

C. ARBITRATOR'S DECISION: The decision of the arbitrator may be enforced, at the instance of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator or the Circuit Court or the decision of either. The arbitrator's decision shall be reviewable by the Circuit Court as set forth in the Illinois Uniform Arbitration Act, Chapter 10, Illinois Revised Statutes. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

D. FAILURE TO PROCESS IN A TIMELY MANNER: If a grievance is not appealed to the next step within the time limits set forth or during a mutually-agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the department's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed by the end of the next business day after the employee or the Union knows of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

E. ARBITRATION COSTS: The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, however, the cost of the arbitrator's copy shall be borne equally by the parties.

F. GRIEVABLE DISCIPLINE: Arbitration shall not be allowed for grievances involving oral or written reprimands.

SECTION 5.5 – COMPENSATION

The employer shall give the union reasonable access to workplaces to meet with employees during the workday for workplace meetings involving grievance investigations, and workplace-related complaints without loss of pay for the employees (including employees representing the union).

ARTICLE VI - NO STRIKE AND NO LOCKOUT

SECTION 6.1A – NO STRIKE

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slow-down, work stoppage, strike or any other interference with the work or statutory functions or obligations of the Employer. Nothing in this section would preclude the Union from establishing an informational picket.

SECTION 6.1B – NO LOCKOUT

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

SECTION 6.2 – UNION RESPONSIBILITY

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

SECTION 6.3 – PENALTY

The Employer may discharge or discipline any employee who violates Section 6.1 and any employee who fails to carry out his responsibilities under Section 6.2 and the Union will not resort to the grievance procedure on such employees' behalf. The Union agrees that the Employer has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some or all of the employees participating therein.

SECTION 6.4 – MANAGEMENT RESPONSIBILITY

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

ARTICLE VII - HOURS OF WORK AND OVERTIME

SECTION 7.1 – NO GUARANTEE

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. If the City of Galesburg determines that, in its sole judgment, it is necessary to reduce work hours or days per week, the City shall notify the Union of its intention and allow the Union a two-week period in which it may meet with the City Manager to discuss the City's intention and offer any alternative options including any other cost savings options that the Union wants the City to consider. At the end of that two-week period, however, the City may implement its plan, or modification of its plan, with or without Union agreement. The City shall give any affected employees two weeks notification of any reductions.

SECTION 7.2 – NORMAL WORKWEEK/WORKDAY

Except as provided elsewhere in this Agreement, the normal workweek shall consist of forty (40) hours per departmental calendar week and such additional time as may, from time to time, be required. The normal workweek shall consist of five (5) eight-hour workdays in a seven-day period.

SECTION 7.3 – OVERTIME

Subject to the provisions of Section 7.3A, time and one-half the employee's regular rate of pay will be paid for all authorized time worked, as verified by the employee's supervisor, in excess of forty (40) hours in any one departmental calendar week or in excess of eight (8) hours in any one day when such time is required to be worked by the City, provided that daily overtime is not required to be paid when the work schedule is adjusted by mutual agreement of the City and an employee to provide for workdays in excess of eight (8) hours in the context of a forty (40) hour week. For hours worked in excess of sixteen (16) hours in a 24-hour period, employees shall be paid double time. The City shall compute overtime compensation on base pay, longevity pay, and schooling pay educational incentive pay. Overtime pay will be paid in the same pay period in which it is earned.

Employees shall have the option to receive pay or bank compensatory hours for all overtime earned within the pay period. Employees may elect one of the following methods of payment for overtime – payment, banking of hours or a combination of payment and banking.

Employees may accrue a maximum of two hundred and forty (240) hours of compensatory time and may carry a balance forward to the next fiscal year. Employees may be paid for accumulated compensatory time at any time by submitting the appropriately coded hours on their timesheets.

After an employee reaches an accumulation of two hundred and forty (240) hours, he will be paid for all overtime worked in excess of the two hundred and forty (240) hours.

At termination of employment with the City for any reason, the employee will be paid for all unused compensatory time at the current rate of pay.

SECTION 7.3A FLEX TIME

Bargaining unit employees may enter into flex time agreements with their Department Heads whereby working days may be longer or shorter than eight (8) hours in particular workweeks in order to accommodate to personal or Department needs. Any such agreement must be in writing and signed by the Department Head and the employee, and it must specify the time period covered by the agreement (i.e., a particular workweek or other specified work period, or an indefinite period until revoked by either party in writing or superseded by a subsequent flex time agreement).

Employees working flex time schedules are exempted from the daily overtime requirement of Section 7.3 but must be paid at overtime rates for hours worked in excess of forty (40) in a week.

Flex time agreements will be kept in City and Department records and in the personnel files of employees covered by such agreements.

SECTION 7.4 – EMERGENCY SNOW PICKUP

In cases of emergency snow pickup, employees who are engaged in snow pickup duties will be paid at time and one-half for work performed outside the employee's normal work schedule. Any employee involved in emergency snow removal or pickup who is sent home during their normal shift hours to rest shall be allowed to use vacation or compensatory time during their normal shift hours.

SECTION 7.5 – CALL-BACK PAY

An employee who is called back on his vacation or regular day off or time off, including holidays, will receive a minimum of two (2) hours' pay. Employees will not be considered to be "on-the-clock" until arrival at the workplace, except that compensable travel time will be allowed in accordance with FLSA regulations.

SECTION 7.6 – STANDBY PAY

An employee in the bargaining unit shall receive one hundred fifty dollars (\$150) per week for each seven-day period an employee is scheduled for standby. This standby pay shall be in addition to any overtime pay. An employee on standby status must remain within the residency limit established in Article XIX of this Agreement and must be able to respond to a call-in within thirty (30) minutes of having received the call. The City reserves the right to schedule an employee's standby and to make changes in the standby schedule. Such schedule will be regularly posted with employees being allowed to change such standby status with a three-day advance notice. When such standby is changed, the assigned employee shall be responsible for finding his replacement and notifying the respective division superintendent and the Public Safety Building contact of such change. If no replacement in the division is found, then the assigned employee must standby for that week.

SECTION 7.7 – ESSENTIAL OVERTIME

When it is essential, overtime work will be rotated among all bargaining unit employees within their division so far as is practical.

SECTION 7.8 – REST PERIODS

All employees shall receive a fifteen (15) minute rest period during each four (4) hour period. The rest period shall be granted by the supervisor as he deems appropriate. During work beyond the normal eight (8) hour day, employees shall receive their breaks in the same intervals as described above.

SECTION 7.9A – MEAL PERIODS

All employees shall be granted a twenty (20) minute, thirty (30) minute, or sixty (60) minute non-paid meal period during each eight (8) hour work shift. Whenever possible, this meal period shall be scheduled at the middle of each shift except where such scheduling would be disruptive.

Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers shall be granted a paid 20-minute lunch period during each 8-hour work shift.

SECTION 7.9B – MEALS ON OVERTIME

It is the policy of the City to furnish meals to employees required to work overtime during emergencies when, at the discretion of the department or division head, it would be more advantageous for the employee not to be released from work for meals.

SECTION 7.10 – TIME-TRADING

Communications Dispatcher/Clerk I, Communications Dispatcher Clerk II, Telephone Systems Operator and Water Pumpers (Maintenance Worker) working swing shifts may trade time with other employees of the same classification in the same division subject to the following conditions:

- a) The trading of time is done voluntarily by the employees and not at the request of the Employer.
- b) The trade is not made for reasons related to the Employer's business operations but is due to the employee's desire or need to attend to a personal matter.
- c) The Employer maintains records of all time traded by employees.
- d) The time is traded and paid back within a twelve (12) month period. (Time cannot be paid but actually worked back.)
- e) The minimum number of hours traded equals one (1) hour.
- f) The time trade must be in writing on the request form.
- g) All trading is subject to the approval of the supervisor.
- h) Time trading shall be limited to ninety-six (96) hours per year.

ARTICLE VIII - SAFETY

SECTION 8.1 – COMPLIANCE WITH LAWS

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

SECTION 8.2 – UNSAFE CONDITION

If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition or alleged unsafe equipment, he must inform his supervisor and may inform the appropriate Union official. Serious disputes may necessitate the decision of the division head. Allegations of an unsafe working condition or equipment will not be applicable unless substantiated in writing as to date, time and witnesses involved. The requirement that there be a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

SECTION 8.3 – LABOR-MANAGEMENT MEETINGS

Representatives of the Union, not to exceed three (3) in number, and the City shall meet quarterly at mutually-agreed-upon times to discuss matters of mutual concern. The party requesting the

meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. If a written agenda cannot be developed, then no meeting will be held.

SECTION 8.4 – DRUG AND ALCOHOL ABUSE POLICY

The City and Union agree to the Drug and Alcohol Abuse Policy which is attached as Exhibit B. Additionally, Employees who are deemed “Covered Employees” such as those holding a CDL or performing a “safety sensitive function” and those applying for such positions shall be subject to the provisions of the City’s Drug and Alcohol Policy Covering Employed who hold a Commercial Driver’s License and Employees in Paratransit Operations. The parties agree, however, that:

1. The City agrees not to discipline an employee who refuses to be called back for overtime if the employee refuses because he has been drinking; and
2. The City agrees to pay an employee while an employee waits to be tested provided, however, the employee must remain at the workplace.

The Employer shall notify the union on a quarterly basis of the name, identification number and date of employees who have been tested.

ARTICLE IX - SENIORITY

SECTION 9.1 – DEFINITION

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

SECTION 9.2 – APPLICATION OF SENIORITY

In the application of seniority and ability in promotions or the filling of permanent openings in classifications or layoff and recall, seniority shall be the determining factor when, among employees involved, as determined by the City, the qualifications, skill and ability to perform the work is relatively equal, subject to employee's right to file a grievance concerning the determination that they are not qualified.

SECTION 9.3 – TERMINATION OF SENIORITY

Seniority and employment relationship shall be terminated when an employee (a) quits, (b) retires or is retired, (c) is laid off for a period in excess of three years, or (d) is discharged. The parties agree the following reasons, among others, constitutes cause for discharge when an employee (1) is absent for three consecutive workdays without notifying the City, (2) is laid off and fails to notify the City Manager's Office of his intention to return within seven days after receiving notice of recall or who fails to return at the designated time, or (3) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

SECTION 9.4 – PROBATIONARY PERIOD - NEW EMPLOYEES

All new employees shall be considered probationary employees until they complete a probationary period of one (1) year. The Union shall not grieve any matter relating to the probationary employee. The probationary period is to be used to test further the ability of the employee to

perform the required duties of the position successfully. If the employee fails to meet the required standards of performance or conduct, he is to be dismissed.

SECTION 9.5 – PROBATIONARY PERIOD - PROMOTED EMPLOYEES

A probationary period of nine (9) months shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another position covered by this Agreement. If an employee is promoted from one position to another position and fails to satisfactorily complete the probationary period in the new position because of inability to perform the duties and responsibilities in that position, he is to be restored to his previous position with commensurate pay.

SECTION 9.6 – SENIORITY ROSTER

The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster quarterly. Any objection to the seniority roster as provided shall be reported in writing to the Personnel Department within fifteen (15) workdays of the date of deliverance of the seniority roster or the roster shall stand approved as given. The Union Secretary shall be given a copy of the salary ordinance whenever a change is made to it.

SECTION 9.7 – TRANSFERS

The City has initiated a procedure using a Request for Transfer form to identify those permanent employees who desire transfers to other department or divisions. Such request forms for transfers shall expire on December 31 of the year in which they were submitted and must be renewed by the employee if he still desires to be and has not been transferred. The term "transfer" as used in this Agreement shall mean the reassignment of any employee to a position classification of the same pay range with similar duties and responsibilities.

In the case of a transfer, a condition of such transfer is that in order to be eligible for transfer, the employee must have the minimum qualifications for the job to which he is changing. Experience in his present job will be evaluated when transferring to a similar type of position. In no case shall bumping occur because of a transfer. The transferred employee shall continue to retain all of his current benefits.

Requests for transfer must be for reasons other than the elimination of jobs. Any employee who is transferred must successfully complete a six-month probationary period before being permanently appointed to the new or related position classification of the same pay range. Transfers shall be approved by the receiving division or department head.

SECTION 9.8 – SAME DAY HIRES

Seniority shall be computed from the date of appointment. If two employees are hired on the same day, a lottery drawing conducted by representatives of both the City and the Union shall determine the relative seniority ranking of the employees involved.

SECTION 9.9 – LAYOFF AND RECALL

The City, at its discretion, shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: a) seasonal employees, b) temporary employees, c) any and all part-time employees, d) probationary employees in their original probationary period. In the event of further reductions in force, employees will be laid off from their affected classification in accordance with their (1) seniority as defined in Section 9.1 and (2) their skill and ability to perform the remaining work available without further training as determined by the City. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee with the least seniority will be laid off first. Such notice shall be provided at a minimum of forty-five (45) days prior to the anticipated date of layoff.

Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall and to await recall for his past position for a period of up to one year after their right to refuse has been exercised.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee notify the City Manager's office of his intention to return within two (2) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the City Manager's Office with his latest mailing address.

SECTION 9.10 – ELIMINATION OF DEPARTMENT OR DIVISION

In the event that the City eliminates a department or division, Section 9.9 of this Agreement shall not apply. Rather, non-probationary employees laid off as a result of such elimination shall have the right, in seniority order, to displace less senior bargaining unit employees in other departments or divisions, in inverse order of seniority; provided, in each case, that the displacing employee has the present ability to perform the work of the employee being displaced. Any probationary employee so displaced shall then be laid off. Non-probationary employees so displaced shall have the right, in seniority order, to displace less senior employees in the bargaining unit, provided, in each case, that the displacing employee has the present ability to perform the work of the employee being displaced. Any non-probationary employee so displaced who is not able to displace another, less senior employee in the bargaining unit shall be laid off.

SECTION 9.11 – RESIGNATIONS

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks' notice in writing of his intention to resign.

SECTION 9.12 – SENIORITY CONVERSION

Permanent part-time employees will accrue seniority at the rate of 75 percent from the date of employment, until such time they may be appointed to a permanent full-time position.

ARTICLE X - FILLING OF VACANCIES

SECTION 10.1 – PERMANENT VACANCY

For the purpose of this article, a permanent vacancy is created when the City determines to increase the work force and to fill a new position or when any of the following personnel transactions takes place in the bargaining unit and the City determines to replace the previous incumbent: retirements, resignations, terminations, promotions or demotions.

SECTION 10.2 – POSTING

Notice of permanent bargaining unit vacancies shall be posted on all of the City bulletin boards at City Hall, Park Division, Water Division, Street Division, Recreation Division, Public Safety Building (2) and Central Garage for five (5) work days. Such notice shall state the position, the classification, the minimum qualifications of the position, and the range of pay for the job.

SECTION 10.3 – FILLING OF VACANCIES

Any bargaining unit employee who meets the minimum qualifications of a vacancy may apply for the vacancy. The City will post vacancies for internal consideration first. The City may, however, fill the vacancy from outside the bargaining unit, as the City deems appropriate, if the outside applicant possesses superior skill and ability, as reasonably determined by the City.

ARTICLE XI - EMPLOYEE DISCIPLINE

SECTION 11.1 – EMPLOYEE DISCIPLINE

The City agrees with the tenets of progressive and corrective discipline. The City may discipline or discharge an employee for just cause. The guiding principle used by the City in imposing or awarding discipline is to provide the employee with notice of areas of improvement and to encourage the employee's effort to make such improvement. If an employee's conduct falls below a desirable standard, he shall be subject to disciplinary action. Disciplinary action may take any of the following forms depending on the severity of the offense:

- a) Oral reprimand (with written notation in the personnel file).
- b) Written reprimand.
- c) Suspension (maximum thirty (30) calendar days) without pay.
- d) Dismissal.

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. In any event, the actual date upon which discipline commences may not exceed forty-five (45) days. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct.

If within one (1) year after imposition of an oral reprimand or within two and a half (2½) years after imposition of a written reprimand, there is no intervening discipline for the same cause, the oral or written reprimand shall be removed from an employee's personnel file.

If an employee is suspended or discharged by the City, upon written request by the employee or Union President, with written consent of the employee, a disciplinary meeting may be held to discuss the discipline and the reasons thereof. This request shall be submitted in writing to the City Manager one business day following the suspension or discharge. The employee may have one Union Representative present at this meeting.

If an employee wishes to challenge any notice of discipline, the grievance procedure contained in this Agreement shall be the exclusive remedy to make such challenge.

This listing is not intended to include all possible items. Some general things an employee may be disciplined for are:

1. Substance abuse.
2. Failure to follow orders of a supervisor.
3. Conviction of a felony.
4. Failure to report to work at the proper place and time.
5. Being habitually tardy or absent.
6. Conduct unbecoming an employee.
7. Negligence that involves injury or property loss.
8. Failure to perform assigned work in an efficient manner.
9. Intentional destruction of City property.
10. Personal use of City property.

ARTICLE XII - PERSONNEL FILES

SECTION 12.1 – PERSONNEL FILES

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee. Supervisors' files shall contain job related information only. Such files shall be kept confidential to the extent permissible under state law.

SECTION 12.2 – INSPECTION

Upon request to the City Manager's Office, an employee may inspect his personnel file during normal working hours at a time and in a manner mutually acceptable to the employee and the City. Employees shall be limited to two such requests per year.

SECTION 12.3 – NOTIFICATION

Employees shall be notified when a formal written warning is placed in their personnel file. A copy of the warning will be supplied to the respective employee.

SECTION 12.4 – EVALUATIONS

An employee may file a written rebuttal in his personnel file concerning any material in the file. However, the employee also agrees to electronically sign any performance review conducted by the City. An evaluation shall not be subsequently altered without notice and review by the employee.

ARTICLE XIII - HOLIDAYS

SECTION 13.1 – HOLIDAYS

The following are paid holidays for eligible employees: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. For the purpose of this article, if one of the above holidays falls on a Saturday, it shall be observed on the preceding Friday; if one of the above holidays falls on Sunday, it shall be observed on the following Monday.

SECTION 13.2 – HOLIDAY PAY

For each such holiday, when not worked, an eligible employee may receive up to a maximum of eight (8) hours' pay at his regular straight time hourly rate. This provision shall not affect any bargaining unit member who is given time off in lieu of holidays due to his regularly-scheduled work. He will be paid for that holiday in the work cycle in which he actually takes that holiday off.

SECTION 13.3 – HOLIDAYS DURING VACATION

When a holiday falls within an eligible employee's approved vacation, he shall receive one (1) extra day added to his vacation time, with the prior approval of the supervisor.

SECTION 13.4 – PERSONAL DAYS

Permanent employees shall receive credit for four (4) paid days off annually on January 1 for personal reasons. These personal days must be scheduled a minimum of one (1) working day before the day is taken off with the employee's immediate supervisor. If an employee arrives on duty and manpower permits, he may take that day as his personal day without prior scheduling; and, in any event, each personal day is subject to scheduling availability. Personal days shall not be carried over from one calendar year to the next and may not be exchanged for cash payment. New employees will be posted with pro-rated personal leave hours in the amount of 1.23 hours per bi-weekly pay period remaining from the date of hire to the upcoming fiscal year.

ARTICLE XIV - VACATIONS

SECTION 14.1 – ELIGIBILITY FOR VACATION

All permanent employees covered by this agreement shall accrue paid vacation leave as follows:

- a) Zero (0) years through the sixth (6) year (72 months) of continuous employment, the accrual shall equal eighty (80) hours per year.
- b) Beginning the seventh (7) year, (73 months) and through the thirteenth (13) year (156 months) of continuous employment, the accrual shall equal one hundred twenty (120) hours per year.

- c) Beginning the fourteenth (14) year (157 months) and through the twenty-first (21) year (252 months) of continuous employment, the accrual shall equal one hundred sixty (160) hours per year.
- d) Beginning the twenty-second (22) year (253 months) and through the twenty-seventh (27) year (324 months) of continuous employment, the accrual shall equal two hundred (200) hours per year.
- e) Beginning the twenty-eight (28) year (325 months) of continuous employment, the accrual shall equal two hundred forty (240) hours per year.

Bi-weekly accrual rates shall be determined by dividing the above hours by twenty-six (26). Any fractional day of vacation leave accrual existing at termination of an employee shall be rounded to the next full hour.

SECTION 14.2 – ELIGIBILITY REQUIREMENTS

In order to be eligible for a full vacation under Section 14.1, an employee must have full-time status and have been employed more than one year. In special circumstances (such as personal or family illness) and with the approval of the City Manager, an employee may use accrued vacation hours during the first year.

SECTION 14.3 – VACATION SCHEDULING

Vacations shall be granted at the time requested by an employee on the basis of their seniority. In the event of a conflict over vacation choice, the more senior employee shall have preference in their choice of vacation period for their initial pick. The final right to designate the vacation period is exclusively reserved by the City. Up to forty (40) hours of vacation leave, per fiscal year, may be taken in thirty-minute increments, as scheduling allows and upon approval by the immediate supervisor.

Bargaining unit employees assigned to Police Communications will receive an extra ten (10) calendar days of vacation in lieu of Sections 13.1 and 13.2. Those employees receiving vacation time in lieu of holidays may take up to forty-four (44) hours of vacation leave per fiscal year in one (1) hour increments or multiples thereof, and will accrue holiday hours as they occur, posted immediately after the holiday. Scheduled vacations of non-bargaining unit employees shall not affect current divisional policies limiting the number of employees off on vacation at any one time.

SECTION 14.4 – ACCUMULATION

A total of two hundred forty (240) working hours of earned vacation may be carried forward to the next fiscal year. Vacations shall be taken during the year allowed and shall not accumulate except as provided herein, or upon written permission of the Department Head. Each respective Department Head will, in turn, inform the City Manager's Office in writing of the employee's request to carry over vacation by the end of the fiscal year.

SECTION 14.5 – SEPARATION

Upon termination, each covered employee shall be paid for all earned vacation.

SECTION 14.6 – VACATION SELL BACK

An Employee shall be allowed to receive payment for all accumulated and/or earned vacation time during the employee's last three months of employment once an employee gives notice that the employee intends to retire under the Rules and Regulations of IMRF.

ARTICLE XV - LEAVES

SECTION 15.1 – GENERAL LEAVE OF ABSENCE

The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave including whether or not the leave is to be paid. Department heads may recommend vacation, injury and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. Except as otherwise prohibited by law, during leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment. Also, except as otherwise prohibited by law, during a discretionary leave of absence, no vacation or sick time will accrue and the employee will be responsible for paying the full amount of his health care premiums, including single plus one or family coverage, as applicable.

The provisions of this Section shall apply to the situation in which an employee seeks an unpaid leave of absence to protect his seniority when he has exhausted all other paid and unpaid leave options (including FMLA).

SECTION 15.2 – MILITARY LEAVE

Military leave shall be granted in accordance with applicable law.

SECTION 15.3 – JURY DUTY LEAVE

A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, the employee shall turn in the jury check to the City when received as a condition to being paid his regular straight-time wages for the period of his jury duty service. Should a jury be dismissed and if an employee has three (3) hours or less remaining of his regular shift, then he will not be expected to return to work until the following work day.

SECTION 15.4A – SICK LEAVE

Permanent employees covered by this Agreement shall accumulate sick leave at the rate of eight (8) working hours per month to a maximum of two thousand one hundred sixty (2,160) hours. Accumulated hours over one thousand one-hundred twenty (1,120) working hours will be used for

IMRF service credit only. The bi-weekly accrual rate shall be determined by dividing the annual accumulation by 26.

SECTION 15.4B – ELIGIBILITY FOR PAY

In order to get sick leave with pay, each employee covered by this Agreement agrees to (1) report promptly to the department or division head the reason for his absence; (2) use sick leave only for sickness of the employee except for point 3 below and bear the burden of proof of such sickness if required by the City; and (3) a permanent employee may also use sick leave with pay for absences necessitated by illness, injury or exposure to contagious disease by a member of his immediate family. Immediate family is defined as parent, spouse, sibling brother-in-law, sister-in-law, child, step-child, parent-in-law, son-in-law, daughter-in-law, natural grandparent and grandchild. The word “spouse” shall include a civil union partner, and all “in-law” categories shall include equivalent relationships effected by means of a civil union. Presence of the employee must be actually and immediately required for bona fide serious circumstances or emergencies and absence from duty shall not exceed the period of actual need.

SECTION 15.4C – CERTIFICATION

If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to medical reasons. Any employee who is sick for more than three (3) consecutive days shall be required to secure and submit a physician's release certifying that he is fit to return to work. This release must be submitted to the employee's department or division head before the employee will be permitted to return to work.

SECTION 15.4D – SICK LEAVE PAYOUT

All employees covered by this Agreement electing to retire under the provisions of any of the City pension funds because of length of service, shall be entitled to receive payment in the amount of one-fourth of the sick leave he has on the official City records at the time of retirement, not to exceed 280 hours (25 percent multiplied by 1,120 accumulated hours), to be paid at the actual hourly rate of pay. This applies to retirement only and it does not involve separation from City service for any other cause or disability leave.

SECTION 15.5A – FAMILY AND MEDICAL LEAVE ACT

The parties agree that the city may adopt such policies as may be necessary or appropriate to implement the Family Medical Leave Act of 1993 (FMLA). No such policy shall be deemed to violate this agreement if it is either mandated or legally permitted by the FMLA. The parties agree that employees who are on pregnancy or FMLA leave will continue to accrue seniority, sick leave, vacation and employment credits while on pay status with the City, that is, using paid time-off, including sick leave, vacation or any other paid time-off that an employee may be allowed to use under this agreement.

SECTION 15.5B – ELIGIBILITY FOR PAID LEAVE

To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known and thereafter furnish to the City

a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work together with a written application for such leave. Thereafter, during such leave, the employee shall be required to furnish a current report from the attending doctor at the end of every sixty (60) day interval.

SECTION 15.5C – WORKER'S COMPENSATION

If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of one hundred eighty-three (183) calendar days for any one injury or accident and the applicable leave accruals during that time. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance. Should the employee remain on workers compensation beyond the 183 calendar days, the applicable leave accruals including personal days will be discontinued until said employee returns to work full-time. Seniority, however, will continue to accrue and the City shall continue payment for the employee's medical care coverage as well as the City's contribution toward dependent coverage.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits, as provided by the City. The employee shall be responsible for causing a report by the attending physician to be submitted to the Risk Management Office for the initial visit when the employee is examined by the attending physician and every 30 to 60 days thereafter. The Risk Management Office shall provide forms to the employee for this purpose.

Payments for worker's compensation benefits are not earnings subject to federal, state and FICA taxes. Any worker's compensation benefits are subject to IMRF Rules. The Finance Department shall pay for the injury leave in the following manner: (1) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. (2) In addition, for each bi-weekly pay period of paid injury leave described above, the employee will receive an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits per (1) above. The salary paid per this amount shall be subject to all applicable deductions and withholding for various taxes.

SECTION 15.6 – DISABILITY LEAVE

If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under the Illinois Municipal Retirement Fund. Such disability shall be considered disability leave and such employee shall be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least two (2) competent licensed medical authorities that the employee will be permanently disabled, he may use all of his

earned accrued benefits and thereafter, or prior to, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of one hundred eighty-three (183) calendar days. Once a municipal employee has been on leave for thirty (30) months or more, he shall forfeit all seniority and status as a municipal employee except where Illinois State Statutes apply. No employee will be allowed to return to work without a written release from his attending physician. In the event a physician releases an employee to return to work and the employee fails to show for two (2) working days, then his status as a municipal employee shall be terminated.

SECTION 15.7 – BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, an employee shall be permitted to use sick leave for a period of three (3) scheduled working days. Immediate family is defined as parent, step-parent, spouse, sibling brother-in-law, sister-in-law, child, step-child, parent-in-law, son-in-law, daughter-in-law, natural grandparent and grandchild and aunt or uncle. The word “spouse” shall include a civil union partner, and all “in-law” categories shall include equivalent relationships effected by means of a civil union.

SECTION 15.8 – BENEFITS WHILE ON LEAVE

Unless otherwise provided by law or other provisions of this Agreement, seniority, sick leave, vacation, personal days and other benefit or employment credits shall not accrue when an employee is on leave without pay under Section 15.1. Benefits while on other types of leave specified in the Agreement will be provided in accordance with applicable law and the specific provisions of this Agreement that apply to such leaves.

SECTION 15.9 – WELLNESS INCENTIVE

To incent employees to obtain annual physicals and wellness screenings an employee will receive: either (1) one additional personal day or (2) be paid an amount equal to one day's pay (8 hours) one time per calendar year when the employee provides the required proof that they have undergone an annual wellness physical examination as provided by the health plan wellness benefit.

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

ARTICLE XVI - WAGES

SECTION 16.1 – GENERAL

All employees shall be paid by direct deposit. The bi-weekly base salary for bargaining unit members shall be increased as follows from its current level:

1. 2.00% commencing with the first full pay period following January 1, 2021
2. 2.00% commencing with the first full pay period following January 1, 2022
3. 2.25% commencing with the first full pay period following January 1, 2023

The official pay plan for the City consists of a Classification and Salary Schedule showing established hourly pay ranges of classification titles of positions which are to be compensated within each pay range. The City Council approves the pay plan and amends the plan from time to time. The official pay plan for the City is posted on the City's website and may be found in the City Manager's office. The official schedule of ranges represents full-time compensation in each class of position. Permanent full-time employees shall receive holidays, vacation leave, sick leave, seniority benefits as well as health and dental insurance when applicable. These benefits will be accrued and paid in proportion to the work schedule and provided they meet the minimum weekly work hours established by the insurance carrier where applicable.

SECTION 16.2 – PAY RANGES AND STEPS

The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Increments within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. Ordinarily, employees progress from Step "A" to Step "B" at the end of one year's service, then annually thereafter until the last step in the pay range has been reached. Employees progress through eleven steps with two and a half percent increments between steps. In the event that a salary adjustment is withheld, then the City will notify the Union of such action. When step increases are awarded, employees receive step increases on their anniversary date.

SECTION 16.3 – LONGEVITY

After ten (10) continuous years of service, each employee covered by this Agreement, shall have the following amounts added to his base wages:

- Upon 10 years' service - increase base pay by 2%
- Upon 15 years' service - increase base pay by 4%
- Upon 20 years' service - increase base pay by 6%
- Upon 25 years' service - increase base pay by 8%
- Upon 30 years' service - increase base pay by 12%

Base pay shall be the bi-weekly salary from the official pay plan for which the employee is eligible excluding any other pay adjustment or compensation provided in the contract.

SECTION 16.4A – APPROVED COLLEGE WORK, LICENSE AND CERTIFICATION INCENTIVE

The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the position held by the employee as well as certain licenses or certifications relating to the employee's classification. A proposed curriculum must be approved by the City prior to the start of classes by the employee to be eligible for the education incentive pay. Employees shall be reimbursed by the City \$150 per six (6) months for the cost of tuition fees and books for approved courses.

The education incentive pay will be applicable for the completion of the first- and second-year Associate Degree of college work at an accredited institution and maintenance of an aggregate grade point average of 2.0 on a scale of 4.0.

SECTION 16.4B – COMPENSATION

City employees' base pay will be increased by 5 percent for completion of college work approved by both the City Manager and the accredited institution involved for the equivalent of one academic year of work above and beyond the minimum requirements for the position held by the employee. This increase shall only apply to employees who receive the approved education while employed by the City of Galesburg. Employees must have their curriculum approved by the City prior to the start of classes in order to be eligible for reimbursement in Section 16.4(A) or increased compensation in Section 16.4B. The employee's salary will be increased by an additional 5 percent of base pay for the completion of a second academic year. A transcript of subjects from the college stating the employee has met the requirements must be submitted to the employee's department head before the pay increase will be approved.

City acknowledges that employees who have received education beyond the minimum requirements may provide an enhanced benefit to the City. As such, City may at its sole discretion choose to offer an employee with relevant education beyond the minimum requirements of the position a rate in excess of the minimum rate for the class of position. In doing so, the City will consider whether the education is relevant to the position, how far the employee has progressed and other relevant factors.

Employees of the Water Division, while employed within the Division, salary will be increased by 5% for completing the necessary requirements and receiving and maintaining an Illinois Public Health Plumbing License.

An employee of the Water Division, while employed within the Division, will have his salary increased by 5% for completing the necessary requirements and receiving and maintaining each progressively higher standard Illinois Environmental Protection Agency (IEPA) Water Operators License (i.e. Class C and B) above and beyond the requirements of the employee's position.

Employees currently receiving educational incentive pay, will continue to receive it; provided, however, that no employee may receive more than 10% in educational incentive.

SECTION 16.5 – SEVERANCE PAY

A permanent employee electing to retire under the provisions of any City pension fund because of length of service shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have attained twenty (20) years or more of service with the City of Galesburg and meet the age requirement of fifty-five (55) years of age established by the Illinois Municipal Retirement Fund. This is a one-time only benefit and credit will not be given for part-time or temporary service unless hired on a permanent basis without a lapse in employment. The City will compute severance pay on actual wages rather than base wages.

SECTION 16.6 – PAYROLL DEDUCTIONS

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the Credit Union, United Way contributions, additional withholding tax, etc. All deductions must be requested in writing, dated and signed by the employee. All employees covered by this contract are eligible to participate in the Flexible Benefits, Section 125 plan.

SECTION 16.7 – DISPATCHER TRAINING PAY

A communications dispatcher who is a certified training dispatcher and who is working in that capacity by assignment of the Police Chief or his designee, shall receive one half hour (.50) hour of compensatory time, for each four (4) hours of assigned certified training dispatcher work.

SECTION 16.8 – ABC ELECTRICAL APPRENTICESHIP PROGRAM

Bargaining unit employees assigned to the Traffic Division of the Department of Public Works, who successfully complete two full years of the Associated Builders and Contractors of Illinois (ABC) electrical apprenticeship program will receive a 5% increase to their base rate of pay. Bargaining unit employees who complete a third full year of this program shall receive an additional 2.5% increase to their base pay. Bargaining unit members who complete the fourth year of the program shall receive an additional 2.5% increase to their base pay. No employee may receive more than 10% in combined incentives between this program and the educational incentive outlined in Section 16.4B.

The incentives described above will only be awarded to those employees with acceptable grades, classroom hours and attendance, as validated by the ABC. Employees shall be responsible for paying for the entire cost of this program.

ARTICLE XVII - GROUP BENEFITS

SECTION 17.1 – GROUP MEDICAL COVERAGE

Plans, each of which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) are available to permanent full-time employees and their dependents, and to eligible retired employees under the age of 65 and their dependents under the age of 65. Plans of medical coverage that is secondary coverage to Medicare Parts A and B are available to retired employees at age sixty-five (65) and their dependents at age 65.

Upon termination of employment for any reason other than retirement, the group coverage shall cease as of the date of the termination of employment. Employees who have been placed on temporary or permanent disability by the Illinois Municipal Retirement Fund, on pregnancy leave, or who are on injury leave in excess of the injury leave period may remain on the City's major medical plan at the employee's cost until age sixty-five (65).

SECTION 17.2 – PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS

Each plan coverage month begins on the first day of the calendar month. Employees under this Agreement will be eligible for the medical coverage on the first day of the calendar month next following the date that the employee commences to work. An eligible dependent shall include the covered employee's spouse, eligible dependent children and civil union partner, as per the current plan provisions.

Effective as of the date of execution of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix C toward the premium cost of group medical coverage under the City's plans. During the term of the agreement, modifications of plan benefits, including but not limited to changes in coverage, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. Any such modification shall not be grievable by the union, nor shall the City be required to make changes applicable only to AFSCME employees in the City-wide plan.

In the event that annual premiums for the medical insurance program (health, vision and dental) increase more than 3.5% for any annual renewal, the amount above the 3.5% increase shall be shared pro-rata between the City and the employee based on the current pro-rata share for the employer and employee under their current healthcare plan. The pro-rata share for the current year is shown in Appendix C which outlines the health insurance contribution rates for the parties.

SECTION 17.2A HEALTH SAVINGS ACCOUNT (HSA)

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

SECTION 17.3 – EMPLOYEES ON DISABILITY LEAVE

Subject to the City's group coverage plan, an employee on disability leave or worker's compensation leave may remain in the group health plan but the employee must pay the employee contribution and if applicable, the dependent's contribution.

SECTION 17.4 – RETIRED EMPLOYEES AND DEPENDENTS

Except as otherwise provided in Article XX of this Agreement an employee who is under age sixty-five (65) but retired from the City's service as a result of becoming eligible to retire because of having served the required number of years and having reached the required age of retirement under the Illinois Municipal Retirement Fund may retain the same medical plan of coverage he had as a City employee. The City will bear the cost of the total premium for the employee only medical coverage to age sixty-five (65). Should the employee choose to continue dependents coverage, the employee will pay the full premium for dependents coverage. Further, should any employee under the age of fifty-five (55) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the Illinois Municipal Retirement Fund, then that employee may remain in the City's health medical coverage plan at his own expense to age sixty-five (65). If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 17.1. That person who attains the age of sixty-five (65), be it the retired employee or a dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

SECTION 17.5 – UNION AND MANAGEMENT LIABILITY

The failure of any plan of medical coverage to provide any benefit for which it has contracted shall result in no liability to the City or to the Union, nor shall such failure be considered a breach by the City or Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any plan of medical coverage from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by a plan of coverage shall be controlling in all matters pertaining to benefits thereunder.

SECTION 17.6 – RIGHT OF CONSULTATION

A difference or conflict between an employee (or his covered dependents) and the plan of coverage regarding claims or coverage shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. The City will, however, designate a representative who will be reasonably available for consultation with claimant employees so that a full explanation may be given with respect to the basis of disposition of claims and so that claimants may be assisted in receiving all the benefits to which they are entitled under the terms and conditions of any plan of coverage.

SECTION 17.7 – HEALTH BENEFITS ADVISORY COMMITTEE

One member of AFSCME Local #1173 shall be allowed to sit in on all Health Benefits Advisory Committee meetings. This will be a non-voting position, however, and said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the Health Benefits Advisory Committee at least two (2) days prior to said meeting.

SECTION 17.8 – GROUP DENTAL PLAN

For employees covered by this Agreement, group dental coverage is available. A plan which provides certain benefits to age sixty-five (65) is available to permanent full-time employees and their dependents. The City will pay the employee's premium.

ARTICLE XVIII - PENSIONS

SECTION 18.1 – PENSIONS

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

ARTICLE XIX - RESIDENCY

SECTION 19.1 – REQUIREMENT

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement, from Galesburg City Hall. This residency requirement shall be construed to mean actual "in fact" living and residing within the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration date of such employee's probationary period if the employee is to be continued in the City's service.

SECTION 19.2 – CHANGES INCORPORATED INTO AGREEMENT

In the event the City elects to change the residency requirements which are currently applicable to all personnel employed by the City, or they are changed for employees in another City bargaining unit as a result of binding arbitration, any such change shall likewise be applicable to all employees covered by this Agreement, but only to the extent that the residency requirements are relaxed.

ARTICLE XX - RETIREE HEALTH SAVINGS PLAN

SECTION 20.1- ESTABLISHMENT

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

**SECTION 20.2 - REGULAR CONTRIBUTIONS: NEW EMPLOYEES and
OPT-OUT EMPLOYEES**

Employees who are hired after the date of ratification of this Agreement by both parties ("new employees") and those current employees who have elected to irrevocably opt out of (waive) the City's obligation to pay health insurance premiums for them upon retirement, as was provided for in prior agreements, shall be entitled to retiree health insurance by means of their participation of the RHSP but shall not be eligible for City-paid health insurance premiums upon retirement as provided by Section 17.4. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement remaining after the date of ratification of the Agreement by both parties, or upon the successful conclusion of an employee's probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date to the employee's Retiree Health Savings Plan account maintained by ICMA-RC.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

SECTION 22.1 – ACCEPTANCE OF GIFTS

No gift or favors shall be accepted by a City employee which has been given because of his employment with the City of Galesburg.

SECTION 22.2 – DEFAULT ON PREMIUM CONTRIBUTIONS

All premium contributions which are the sole responsibility of any current or retired employee due the City must be submitted on a timely basis. Unless previous arrangements are made and approved by the City, failure to pay such premiums may result in termination of coverage without liability to the City.

SECTION 22.3 – DRIVER’S LICENSE

All employees shall be required as a condition of continued employment to obtain and maintain a valid driver’s license, as required by law, to operate City vehicles as required for each particular job classification. The City agrees to provide equipment and up to four (4) hours training on work time to assist employees in obtaining a Commercial Driver’s License (CDL) if required by the employee’s classification. Employees will be allowed to take the CDL drivers test during working hours at a time specified by the City. The City agrees to pay the employee a \$10.00 reimbursement, on a one-time basis, for an upgrade of his license to a higher class.

SECTION 22.4A – SERVICE OF NOTICES

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated unless otherwise notified in writing:

NOTICE TO THE UNION SHALL BE ADDRESSED TO:

President, AFSCME Local #1173, Galesburg, Illinois 61401

NOTICE TO THE CITY SHALL BE ADDRESSED TO:

City Manager, 55 West Tompkins Street, Galesburg, Illinois 61401

SECTION 22.4B – EMPLOYEE NOTICE TO EMPLOYER

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

SECTION 22.4C – UNION NOTICE TO EMPLOYER

The Union agrees to annually furnish the City a list of officers and positions held and to immediately notify the City of any changes thereto. Such notices shall be delivered in writing to the City Manager's office following any and all elections.

SECTION 22.5 – ORDERLY OPERATIONS

The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operation of the City.

SECTION 22.6 – OUTSIDE EMPLOYMENT

Permanent City employees may not carry on concurrently with City employment any private business, undertaking or employment which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the City government.

SECTION 22.7 – PERSONAL USE OF CITY PROPERTY

The use of City property for personal use is prohibited.

SECTION 22.8 – PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing his job. Whenever a department or division head feels that the physical condition of an employee is endangering his own health or the safety of his fellow workers, the employee may be requested to submit to a medical examination by a physician without expense to the employee, and which shall only be for the purpose of determining his physical condition relative to City employment.

SECTION 22.9 – POLITICAL ACTIVITY

No person holding a position with the City of Galesburg shall use any official authority or influence to coerce the political action of any person or body or to influence any election.

Nothing in this section shall be construed to prohibit or prevent any person from:

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

SECTION 22.10 – PRINTING OF THE AGREEMENT

The City agrees to print a sufficient number of contracts for the bargaining unit employees and to furnish the Union with three (3) copies.

SECTION 22.11 – RETROACTIVITY

Employees covered by this Agreement who are still on the active payroll as of the retroactive date immediately following ratification of this Agreement by both parties may receive a retroactive payment computed on the difference between the new base rate of pay effective the beginning of said payroll and the rates prior to ratification.

SECTION 22.12 – CONTACT INFORMATION

All employees shall be required, as a condition of continued employment, to obtain and maintain an operating telephone. Additionally, all employees who are not assigned email addresses by the City, shall provide an email address to Human Resources.

SECTION 22.13 – CODE OF ETHICS

The Union agrees that the Code of Ethics contained in the Personnel Rules is applicable to all bargaining unit members.

SECTION 22.14 – REQUIRED PRESCRIPTION GLASSES

The City agrees to reimburse any employee for up to one set of prescription safety glasses per calendar year upon presentation to the City of proof of purchase of same.

ARTICLE XXIII - SAVINGS CLAUSE

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

ARTICLE XXIV - ENTIRE AGREEMENT

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

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV - AMENDMENTS

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

ARTICLE XXVI - TERMINATION

SECTION 26.1 – EFFECTIVE DATE

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31st) day of December, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof the parties hereto have set their hands this 20th day of April, 2021.

For the
CITY OF GALESBURG

For the
LOCAL #1173, COUNCIL 31
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

CITY MANAGER

PRESIDENT, Local 1173

WITNESS

Local 1173

Local 1173

Local 1173

COUNCIL 31 REPRESENTATIVE

APPENDIX A

REQUEST FOR TRANSFER

I hereby request a transfer to the following department/division in accordance with all applicable provisions of this Agreement. This request shall expire on December 31st following the date signed.

Position

Print Name

Department

Signature

Date

cc: Department Head
Personnel File

APPENDIX B

Section 1. GENERAL POLICY REGARDING DRUGS AND ALCOHOL

The use of illegal drugs and the abuse of alcohol or cannabis by employees of the City of Galesburg present unacceptable risks to the safety and well-being of other employees and the public, invites accidents and injuries, and reduces productivity. In addition, such conduct violates the reasonable expectations of the public that the employees who serve and protect them obey the law and be fit and free from the effects of drug, cannabis and alcohol abuse.

In the interest of employing person who are fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the City has established a program that will allow the City to take the necessary steps, including drug, cannabis and/or alcohol testing, to implement a general policy regarding drugs, cannabis and alcohol.

The City of Galesburg and its various operating departments have the responsibility to provide a safe work environment. In addition, they have a paramount interest in protection the public by ensuring that their employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of alcohol, cannabis, or drugs by City employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2. DEFINITIONS

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

Opium	Mehtaqualone	Psilocybin-psilocin
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Choral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
	LSD	
Barbiturates	Mescaline	
Glutethimide	Steroids	

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

C. Cannabis shall have the same meaning ascribed to it as in the Cannabis Control Act (720 ILCS 550/1 et seq.) as amended.

Section 3. PROHIBITIONS

Employees shall be prohibited from:

- Consuming or possessing alcohol, cannabis or drugs at any time during the work day on any of the City's premises or job sites, including all City buildings, properties, and vehicles and the employee's personal vehicle while engaged in City business.
- Using, selling, purchasing or delivery of any drug during the workday or when off duty.
- Being under the influence of alcohol, cannabis or drugs during the course of the workday.
- Failing to report to the Benefits Coordinator any known adverse side effects of medication or prescription drugs which they are taking.

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

Section 4. ADMINISTRATION OF TESTS

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

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

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

Within two (2) working days after the test is administered, the employee may request a meeting with his department head. At any such meeting, the employee may raise issues relating to the

testing, including the basis for reasonable suspicion.

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

Except where the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the results of any positive tests shall be made available to the City. If an employee tests positive for the use of a drug, the City may take such action as the City in its discretion deems appropriate, up to and including discharge but also including demotion or reassignment. The first time an employee tests positive for cannabis or alcohol, and/or if the employee invokes the one-time only option to admit to the problem and to seek assistance from the EAP, the employee shall be required to enter and successfully complete the EAP, during which time the employee may be required to submit to random testing (no more than 6 times in the first 12 months, and no more than two years following the original positive test) with the understanding that if the employee again tests positive the City may take such action as the City in its discretion deems appropriate, up to and including discharge. The City in any event retains the right to take such action as the City in its discretion deems appropriate if an employee engages in conduct prohibited by Section 3 of this Appendix, or in conduct that is otherwise subject to discipline and is aggravated by drug, cannabis or alcohol abuse.

Section 5. VOLUNTARY REQUESTS FOR ASSISTANCE

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

Section 6. EXPUNGEMENT

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

APPENDIX C

City of Galesburg Employee Health Plan				City of Galesburg Employee Health Plan			
Blue Cross Blue Shield of IL				Blue Cross Blue Shield of IL			
Monthly Premiums CY2021 eff 01/01/2021				Monthly Premiums CY2021 eff 01/01/2021			
High Deductible				\$0 Ded PPO			
AFSCME	Emp Pays	City Pays	Total Prem	AFSCME	Emp Pays	City Pays	EE & ER
Single	\$45.96	\$604.72	\$650.68	Single	\$121.36	\$666.22	\$787.58
per pay	\$22.98	\$302.36	\$325.34	per pay	\$60.68	\$333.11	\$393.79
Emp + 1	\$150.70	\$1,101.30	\$1,252.00	Emp + 1	\$342.30	\$1,172.14	\$1,514.44
per pay	\$75.35	\$550.65	\$626.00	per pay	\$171.15	\$586.07	\$757.22
Family	\$332.18	\$1,327.88	\$1,660.06	Family	\$513.26	\$1,486.82	\$2,000.08
per pay	\$166.09	\$663.94	\$830.03	per pay	\$256.63	\$743.41	\$1,000.04

**COUNCIL LETTER
CITY OF GALESBURG
April 19, 2021**

AGENDA ITEM: 2021 Classification and Salary Schedule for personnel represented by the American Federation of State, county and Municipal Employees (AFSCME).

SUMMARY RECOMMENDATION: The City Manager, and the City Attorney & Director of Administrative Services recommend approving the amended 2021 Classification and Salary Schedule for AFSCME employees.

BACKGROUND: The attached 2021 Classification and Salary Schedule reflects a 2% cost of living wage increase for AFSCME positions.

BUDGET IMPACT: The 2% increase in compensation is included in the FY 21 Budget previously adopted by Council.

SUPPORTING DOCUMENTS:

1. 2021 Classification and Salary Schedule for AFSCME Personnel.

4/20/2021

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

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
3 A	11.23	11.52	11.80	12.10	12.39	12.70	13.02	13.34	13.68	14.03	14.37
7A	13.65	13.98	14.32	14.69	15.06	15.44	15.82	16.22	16.62	17.04	17.46
9 A	15.05	15.42	15.81	16.22	16.62	17.03	17.45	17.89	18.34	18.79	19.26
10 A	15.81	16.22	16.62	17.03	17.45	17.89	18.34	18.79	19.26	19.73	20.22
11 A	16.60	17.01	17.43	17.87	18.32	18.77	19.24	19.72	20.21	20.72	21.24
12 A	17.42	17.86	18.31	18.76	19.23	19.71	20.20	20.71	21.23	21.76	22.30
13 A	18.30	18.75	19.22	19.70	20.19	20.68	21.21	21.74	22.28	22.84	23.41
14 A	19.21	19.69	20.17	20.67	21.19	21.73	22.27	22.83	23.40	23.98	24.58
15 A	20.16	20.66	21.18	21.71	22.26	22.82	23.38	23.97	24.56	25.17	25.81
16 A	21.17	21.70	22.25	22.80	23.37	23.95	24.55	25.16	25.80	26.44	27.10
18 A	23.34	23.92	24.52	25.13	25.77	26.41	27.07	27.74	28.44	29.14	29.88
19 A	24.51	25.12	25.76	26.39	27.05	27.72	28.42	29.13	29.86	30.60	31.37

Pay Ranges and Classification Titles	
Range	Title
3 A	Custodian I
7 A	Handivan Driver
9 A	Secretary I
10 A	Bus Driver
11 A	Public Safety Clerk Transit Clerk
12 A	Account Clerk I Custodian II Recreation Activity Specialist
13 A	Junior Accountant

Pay Ranges and Classification Titles	
Range	Title
14 A	Information Systems Technician Utility Maintenance Community Service Officer Property Compliance Officer
15 A	Communications Dispatcher/Clerk II
16 A	Engineering Technician I Maintenance Worker
18 A	Heavy Equipment Operator PSB IS Tech Transit Technician* Water Meter Shop Foreman
19 A	Crew Foreman Engineering Technician II Mechanic Transit Shop Foreman**

*Note: For the Transit Technician position, to advance to Step C requires both Brakes and Air Conditioning & Heating ASE Certifications.

**Note: For the Transit Shop Foreman position, to advance to Step C requires Master ASE Certification status.

TOWN OF THE CITY OF GALESBURG

Date: April 19, 2021

Agenda Number: 21-9008

TOWN FUND	<u>\$5,163.91</u>
GENERAL ASSISTANCE FUND	<u>\$3,377.98</u>
IMRF FUND	<u>\$2,355.26</u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$0.00</u>
LIABILITY FUND	<u> </u>
AUDIT FUND	<u> </u>
TOTAL	<u>\$10,897.15</u>

TOWN FUND
Town Payment Due Report
For the Period From Mar 30, 2021 to Apr 12, 2021

Vendor ID Name	Trans Date	Item ID Item Description	Amount
Ameren AMEREN ILLINOIS	4/12/21	Electric & Gas Service for Tow	261.59
			261.59
CityGalesburgEXPENSE City of Galesburg	4/1/21	Water Service 3/1 - 3/31/21 fo	30.89
			30.89
CityGalesburg-GROUP City of Galesburg	4/12/21	Group Insurance for TOWN for M	4,695.06
			4,695.06
CityGalesburgEXPENSE City of Galesburg	4/12/21	April 2021 Stratus for TOWN	69.43
	4/12/21	April 2021 Stratus for GA	39.20
			108.63
WASTE WASTE MANAGEMENT	4/12/21	Trash Service 4/1 - 4/30/21 fo	67.74
			67.74
Report Totals			5,163.91

TOWN FUND
TOWN Payroll Expenses Report
 April 1 - April 15, 2021

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amoun
FEDERAL TAX	4/8/21	Medicare & Soc Sec W/H	2021_PR_April	919.60	919.60
FEDERAL TAX	4/8/21	Medicare & Soc Sec Payable	2021_PR_April	919.60	919.60
FEDERAL TAX	4/8/21	Federal P/R Taxes Withheld	2021_PR_April	1,411.72	1,411.72
IDOR	4/7/21	SUTA Payable	QTR1_2021_S	449.47	449.47
IDOR	4/8/21	State P/R Taxes Withheld	2021_PR_April	603.47	603.47
IHMVCU	4/8/21	125HSA	2021_PR_April	200.00	200.00
PAYROLL	4/8/21	Payroll Account Payroll Account	2021_PR_April	7,178.62 806.55	7,985.17
				12,489.03	12,489.03

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
For the Period From Mar 30, 2021 to Apr 12, 2021

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_CITYGALES-GROU	4/6/21	Group Health Insurance	0318647	1,196.77	1,196.77
ADM_F&MBank	4/8/21	125HSA	2021_April 15	150.00	150.00
ADM_OSI	4/12/21	Office Supplies & Serv	1102862-0	29.43	29.43
ADM_OSI	4/12/21	Office Supplies & Serv	1102862-1	9.10	9.10
BigLots	4/12/21	.Assistance-P & H	3100031341_G	48.55	48.55
BigLots	4/12/21	.Assistance-P & H	3100031342_G	17.73	17.73
BigLots	4/12/21	.Assistance-P & H	3100031343_G	45.99	45.99
City TRANSIT Galesbg	4/12/21	Assistance-Misc (laund&trans)	0322493_G144	5.00	5.00
City TRANSIT Galesbg	4/12/21	Assistance-Misc (laund&trans)	0322493_G144	10.00	10.00
City TRANSIT Galesbg	4/12/21	Assistance-Misc (laund&trans)	0322493_G144	20.00	20.00
City TRANSIT Galesbg	4/12/21	Assistance-Misc (laund&trans)	0322493_G144	10.00	10.00
HY-VEE_Main	4/12/21	Assistance-Food	G14402	96.02	96.02
HY-VEE_Main	4/12/21	Assistance-Food	G14430	75.00	75.00
HY-VEE_Main	4/12/21	Assistance-Food	G14435	98.83	98.83
HY-VEE_Main	4/12/21	Assistance-Food	G14456	99.20	99.20
HY-VEE_Main	4/12/21	Assistance-Food	G14460	51.92	51.92
SalvationArmyThrift	4/12/21	.Assistance-P & H	797_G14426	24.96	24.96
ShoeDept	4/12/21	.Assistance-P & H	G14458	99.97	99.97
ShoeDept	4/12/21	.Assistance-P & H	G14471	54.97	54.97
				2,143.44	2,143.44

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
For the Period From Mar 30, 2021 to Apr 12, 2021

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-603 1-104	Ameren	Invoice: G14472 AMEREN ILLINOIS	4/7/21	23304	181.24	181.24
1-614 1-104	City WATER Galesb	Invoice: E14477 CITY OF GALESBURG WATER	4/7/21	23305	500.00	500.00
1-602 1-104	121WSIMMONS/O	Invoice: G14490 121 West Simmons St, LLC	4/9/21	23324	86.50	86.50
1-612 1-104	KCHALaundry	Invoice: G14487 KCHA - Laundry	4/9/21	23325	10.00	10.00
1-602 1-104	KCHA	Invoice: G14483 KNOX CO. HOUSING AUTHORITY	4/9/21	23326	44.00	44.00
1-602 1-104	121WSIMMONS/O	Invoice: G14480 121 West Simmons St, LLC	4/9/21	23327	50.00	50.00
1-612 1-104	OakbrookCorpLAU	Invoice: G14481 Oakbrook Corporation	4/9/21	23328	10.00	10.00
1-602 1-104	FinzelP	Invoice: G14482 Paul Finzel	4/9/21	23329	319.00	319.00
1-603 1-104	Ameren	Invoice: G14494 AMEREN ILLINOIS	4/12/21	23330	33.80	33.80
Total					1,234.54	1,234.54

TOWN OF THE CITY OF GALESBURG

GA Payroll Expenses Report

April 1 - April 15, 2021

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_F&MBank	4/8/21	2021_April 1	W/H Liability Natof HSA - April 15, 2021 Farmers and Mechanics Bank	150.00	150.00
ADM_ICMA	4/8/21	2021_April15	W/H Liability After-Tax - Natof Roth 457 for April 15, 2021 ICMA RETIREMENT-457	150.00	150.00
ADM_IDOR	4/7/21	QTR1_2021_	1st Quarter - Jan 1 to March 31, 2021 SUTA payable for GA ILLINOIS DEPT. OF REVENUE	138.04	138.04
ADM_Payroll	4/8/21	2021_PR_Ap	Net Payroll April 1-15, 2021 for GA - Salaries	2,564.22	
			Net Payroll April 1-15, 2021 for GA - Hourly PAYROLL ACCOUNT	285.10	2,849.32
				3,287.36	3,287.36

IMRF FUND
IMRF Payment Due Report
For the Period From Mar 30, 2021 to Apr 12, 2021

Vendor ID	Date	Invoice/CM	Line Description	Debit Amount	Credit Amoun
TownFund	3/31/21	March2021	Township Pension Liability for March 2021 for TOWN Town Fund	1,755.62	1,755.62
GAFund	3/31/21	March2021	Township Pension Liability for March 2021 for GA General Assistance Fund	599.64	599.64
				2,355.26	2,355.26