

CITY OF
GALESBURG
ILLINOIS

June 20, 2022

City Council Agenda



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



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
June 20, 2022

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

5:30 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from June 6, 2022
	Presentation	i3 Broadband
	Presentation	Housing Repair Assistance Program
	Presentation	Blue Ribbon Award – 1130 Maple Avenue

[Consent Agenda #2022-12](#)

22-2033	Resolution	TIF transfer from TIF 2 to TIF 4 for a facade grant agreement with Iron Spike Brewing Company, LLC for a project located at 150 E Simmons St.
22-2034	Resolution	TIF transfer from TIF 2 to TIF 4 for a facade grant agreement with The Bar 65, Inc for a project located at 65 S Cherry St.
22-2035	Resolution	TIF transfer from TIF 2 to TIF 4 for a Tax Increment Financing agreement with Knox-Galesburg Symphony for a project located at 95 N Seminary
22-2036	Resolution	IHDA SFR Housing Rehabilitation Grant Extension
22-8011	Bills and Advance Checks	Approval and warrants drawn in payment of same

[Passage of Ordinances and Resolutions](#)

22-1018	Ordinance	Revision of Section 30.06 of the Galesburg Municipal Code regarding public participation (Final Reading)
22-1019	Ordinance	Amending Chapter 90 regulating Beekeeping (Final Reading)
22-1020	Ordinance	Addition of a Class A liquor license (First Reading)
22-2037	Resolution	Grant for Fire Department training tower

Bids, Petitions and Communications

Public Comment

City Manager's Report

A. TAC Report

Miscellaneous Business (Agreements, Approvals, Etc.)

22-4049 <i>Tabled</i>	Approve <i>Tabled</i>	Agreement with Farnsworth for Community Center Master Planning
22-4059	Approve	Settlement Coleman V City
22-4060	Approve	Facade Grant Agreement with Iron Spike Brewing Company, LLC, 150 E Simmons Street
22-4061	Approve	Facade Grant Agreement with The Bar 65, Inc, 65 S Cherry Street
22-4062	Approve	TIF Redevelopment Agreement with Knox-Galesburg Symphony for a project located at 95 N Seminary Street
22-4063	Approve	Demolition process on properties located at 701 N Prairie St., 213 Pine St., 1169 Lombard St., and 1145 E South St.
22-4064	Approve	Real estate option agreement for property located on W. Carl Sandburg Drive

Town Business

22-9013	Bills
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Closing Comments

Adjournment



CITY COUNCIL MEETING
City Manager's Report
June 20, 2022

CONSENT AGENDA #2022-12

Item 22-2033 TIF Transfer for a Facade Grant Agreement with Iron Spike Brewing Company

Staff recommends approval of a resolution authorizing the transfer of \$40,000 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to Iron Spike Brewing Company, LLC for eligible renovation costs on a building at 150 E. Simmons Street.

Item 22-2034 TIF Transfer for a Façade Grant Agreement with The Bar 65

Staff recommends approval of a resolution authorizing the transfer of \$22,039.91 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to The Bar 65, Inc for eligible renovation costs on a building at 65 South Cherry Street.

Item 22-2035 TIF Transfer for a TIF agreement with Knox-Galesburg Symphony

Staff recommends approval of a resolution authorizing the transfer of \$156,106.92 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to the Galesburg Symphony Society/Knox-Galesburg Symphony for eligible renovation costs on a building at 95 N. Seminary Street.

Item 22-2036 IHDA SFR Housing Rehabilitation Grant Extension

Staff recommends approval of a resolution extending the Illinois Housing Development Authority's Single Family Rehabilitation Grant Program. The City of Galesburg was awarded a total grant amount of \$580,000.00 since the grant was fully executed on July 15, 2020. The City is working with Western Illinois Regional Council (WIRC) in coordinating the current grant and will rehabilitate approximately ten to twelve single family homes with these grant funds. Currently, one home has been completed and three are in progress. This resolution will extend this grant five and a half months from July 14, 2022, to December 31, 2022.

Item 22-8011 Bills

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

ORDINANCES AND RESOLUTIONS

Item 22-1018 Revision of Section 30.06 Regarding Public Participation (Final Reading)

Staff recommends approval of amending Chapter 30 of the Galesburg Municipal Code to amend the time allotted to a speaker for public comment from three minutes to five minutes.

Item 22-1019 Amending Chapter 90 Regulating Beekeeping (Final Reading)

Staff recommends approval of amending Chapter 90 of the Galesburg Municipal Code regarding Beekeeping. The current ordinance only indicates no person shall keep or maintain bees in any residential area in such a manner as to cause inconvenience or disturbance to other persons by reason of the swarming or stinging of the bees. The Illinois Department of Agriculture (IDOA) requires all beekeepers to register with IDOA and be inspected. The proposed ordinance would require every person maintaining or keeping bees to provide the city a copy of the registration and inspection certificate. All apiaries shall be identified by having the Illinois registration number in weatherproof lettering on the front of the hive, providing a source of water and a need to requeen if there are aggressive characteristics.

Item 22-1020 Addition of a Class A liquor license (First Reading)

Staff recommends approval of amending Section 113.043 (A) of the Galesburg Municipal Code to increase the limitation of class A-1 liquor licenses from 25 to 26. The new owners of Knox Investments, Inc. (d/b/a Showgirls) were approved for an Adult Establishment License and would like to reapply for a liquor license. A Class A-1 license would authorize Showgirls to sell alcoholic liquor for consumption either on or off the premises. They also plan to apply for gaming with the State of Illinois Gaming Board.

Item 22-2037 Grant for Fire Department Training Tower

Staff recommends approval of acceptance of \$200,000 in grant funds dedicated to construction of a new training tower for Galesburg Fire Department, as well as dedicating city funding for the remainder of the project that would not be covered by grant funding. The existing tower is used to provide realistic fire and rescue training for Galesburg Fire Department, as well as other local departments. The tower is 18 years old, and no longer structurally safe to continue to use. Staff have applied for and received \$200,000 in grant funding from Illinois Department of Commerce and Economic Opportunity. Based on preliminary estimates, it is believed that it would cost approximately \$325,000.00 to construct a new tower. An estimated \$125,000.00 in city funding would be needed in addition to the grant in order to complete construction of a new fire training tower.

BIDS, PETITIONS AND COMMUNICATIONS**CITY MANAGER'S REPORT****A. TAC Report****MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)****Item 22-4049 (TABLED) Agreement with Farnsworth for Community Center Master Planning**

Staff recommends approval of an agreement for professional services from Farnsworth Group in the amount of \$18,800 plus time and material for development of a master plan for a future Community Recreation Center. Farnsworth Group has experience in developing recreational/community centers. The goal of the master planning study is to establish, through a consensus process, a program of spaces and activities the proposed facility needs to accommodate. It is proposed for the cost of the professional services agreement to be paid from the General Fund, 160 - 59500.

Item 22-4059 Settlement Coleman V. City

Staff recommends approval of a settlement agreement and release of claims, which provides that Steven Coleman and his related entities will release the City from any claims they may have, including the pending federal case 19-CV-4096. The officers named in this lawsuit will be dismissed, and the settlement is only with the City of Galesburg. Mr. Coleman will receive a monetary payment of \$180,000, and forgiveness of certain fines and fees for his business entities valued at approximately \$3,100. Additionally, the City agrees not to object to any effort made by Mr. Coleman to expunge his records relating to his arrest on June 19, 2018. The settlement is not an admission of liability. The City will make a portion of the payment, estimated to be approximately \$140,000, with the remainder being paid by the City's insurer.

Item 22-4060 Façade Grant Agreement with Iron Spike Brewing Company

The Façade Advisory Committee recommends approval of a Façade grant agreement with Iron Spike Brewing Company, LLC for improvements at 150 E. Simmons Street. The proposed project would replace 10 of the second story arched windows with single hung arched windows, three of the second story rectangular windows on the east side with double hung rectangular windows and one fixed window on the first floor. Tuckpointing and a water repellant brick sealer will be applied to also help keep water out of the building. Once the work is completed, it will allow the business to reopen and utilize the second floor and estimated six jobs will be created. The estimated total façade project cost is \$151,030 and they are eligible to request up to \$40,000 or 26.4848% of the actual final project costs, whichever is less, through the façade grant program. The remaining funds to complete the project will be paid by the owner.

Item 22-4061 Façade Grant Agreement with The Bar 65

The Façade Advisory Committee recommends approval of a Façade grant agreement with The Bar 65, Inc. for improvements at 65 S. Cherry Street. The proposed project includes tuckpointing, adding a rear exit door under an existing window header, replacing six second story windows (currently boarded up), relocating furnace vent pipes that currently exit through the boarded-up windows, replacing the rear exit door, adding a wall sign above the rear door, adding a light above the new sign, new gutters and painting the rear façade. This project, once completed, would allow for the potential redevelopment and use of the 2nd floor. The estimated total façade project cost is \$44,079.82 and they are eligible to request up to \$22,039.91 or 50% of the actual final project costs, whichever is less, through the façade grant program. The remaining funds to complete the project will be paid by the owner.

Item 22-4062 TIF Redevelopment Agreement with Knox-Galesburg Symphony

Staff recommends approval of a Tax Increment Financing (TIF) Redeveloper Agreement with Galesburg Symphony Society/Knox Galesburg Symphony for the property located at 95 N Seminary Street. The project will include a complete renovation of approximately 3,800 square feet of the underutilized building at 95 N Seminary Street. The entire layout of the first floor will be renovated including teaching and practice studios for private lesson and individual practice, a dedicated piano instruction studio, a flex classroom/rehearsal space, a multifunction space for small recital performances (audiences of around 40 people), and two administrative/workshare office spaces. The Galesburg Symphony has one full-time and 62 part-time existing jobs. When this project is completed, they anticipate creating six to nine additional part-time jobs. The estimated total renovation cost is \$1,040,712.80 and the proposed incentive would be

approximately 15% of the eligible expenses (\$156,106.92), which would be paid out in equal installments over a three-year period. The remainder of the expenses would be paid for by the owner.

Item 22-4063 Initiation of Demolition Process

Staff recommends approval of authorizing staff to move forward with seeking orders for demolition for properties located at 701 N Prairie Street, 213 Pine Street, 1169 Lombard Street, and 1145 E South Street. The properties are in a dilapidated and unsafe condition. The Building Inspector sent the required notifications to the property owners requesting the properties are brought into compliance. Upon reinspection, no repairs had been made to the properties. Demolition costs are estimated to be:

- 701 N Prairie St (Residence and Detached Garage)- \$18,000- \$20,000
- 213 Pine St (Residence)- \$15,000- \$18,000
- 1169 Lombard St (Garage)- \$4,000- \$6,000
- 1145 E South St (Residence and Detached Garage)- \$15,000- \$18,000

Item 22-4064 Real Estate Option Agreement

Staff recommends approval of a non-exclusive option to purchase real estate agreement for property on West Carl Sandburg Drive. The City of Galesburg is the owner of approximately 2.96 acres of property located on W Carl Sandburg Drive. Numerous developers have contacted the City about submitting the lot as a potential location in response to a request for proposals from the Department of Veteran Affairs to establish a community-based outpatient clinic (CBOC). The developer would own the property and construct a building, which would be leased to the Department of Veteran Affairs. The City is proposing to enter into this agreement with any developer submitting a proposal for this project. Only the developer selected for the project will have the authority to exercise the option and purchase the property from the City at the price of \$250,000.00.

TOWN BUSINESS

Item 22-9013 Town Bills

Respectfully submitted,
Wayne Carl
Interim City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
June 6, 2022
5:30 p.m.

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

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Kevin Wallace, Dwight White, Jaclyn Smith-Esters, Sarah Davis, and Larry Cox, 8. Also Present: Interim City Manager Wayne Carl, City Attorney Brad Nolden, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Monica Corsaro gave the invocation.

Council Member Smith-Esters moved, seconded by Council Member Wallace, to approve the minutes of the City Council's regular meeting from May 16, 2022.

Roll Call #2:

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

Nays: None

Absent: None

Chairman declared motion carried.

CONSENT AGENDA #2022-11

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

22-2029

Approve Resolution 22-25 declaring the month of June as LGBTQIA+ Pride Month.

22-2030

Approve MFT Resolution in the amount of \$350,000 for the Monmouth Boulevard improvement project.

22-2031

Approve Resolution 22-26 approving the temporary close of Main Street for the River 2 River Cruise Night on Friday, August 19, 2022.

22-3021

Approve the bid from D&T Demolition LLC in the amount of \$212,250 for the demolition and clean-up of eleven properties.

22-4053

Approve a subordination agreement with Innovative Proteins Manufacturing and JPMorgan Chase Bank N.A.

22-4054

Approve a letter of understanding with the Illinois Department of Transportation (IDOT) for the West Street reconstruction project.

22-4055

Approve membership with the Western Illinois Regional Council with an annual membership fee of \$17,077.80.

22-5009

Receive the Motor Fuel Tax Compliance Review Report for January 1, 2021, and ending December 31, 2021.

22-8010

Approve bills in the amount of \$818,825.68 and advance checks in the amount of \$886,302.73.

Council Member Davis moved, seconded by Council Member Smith-Esters, to approve Consent Agenda 2022-11.

Roll Call #3:

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

Nays: None

Absent: None

Chairman declared motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS**22-1017**

Council Member Cox moved, seconded by Council Member Dennis, to approve Ordinance 22-3672 on final reading directing the sale of twenty-two vacant City-owned properties.

Community Development Director Steve Gugliotta explained that the Request for Bid document will include two options for submitting a bid. The first option is a Development Plan bid where the bidder submits detailed information on their plans for the property. This option gives the City more control over the proposed use of the property. The second option is No Development Plan bid, which all allows a person to purchase a property without submitting plans for future redevelopment. There is a requirement of a minimum bid of \$100 for all tracts.

Roll Call #4:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-1018

Ordinance on first reading amending Chapter 30 of the Galesburg Municipal Code amending the time limit of a speaker from three minutes to five minutes.

22-1019

Ordinance on first reading amending Chapter 90 of the Galesburg Municipal Code regulating Beekeeping.

22-2032

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve Resolution 22-27 in support of the Housing Repair Assistance Program for Owner-Occupied Single Family Residences. The program is designed to provide financial assistance in the form of a grant (up to \$4,500) to low-to-moderate income owner-occupied homes.

Council Member Cox inquired about advertising. Interim City Manager Carl stated that it would be posted on the City's website as well as the various social media outlets. It will also be sent to other non profit organizations.

Council Member Smith-Esters asked if the application could be streamlined and shortened. Community Development Director Steve Gugliotta stated that the application itself is four pages and that Judy Guenseth, Housing Coordinator, will be able to assist people in completing it if needed and that if information is missing, she would be able to walk individuals through the process so that a complete application is submitted.

Roll Call #5:

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

Nays: None

Absent: None

Chairman declared motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS**22-3022**

Council Member Smith-Esters moved, seconded by Council Member White, to approve the bid submitted by Brandt Construction Co. in the amount of \$1,443,400.79 for improvements on Monmouth Boulevard from Henderson Street to Academy Street.

Roll Call #6:

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

Nays: None

Absent: None

Chairman declared motion carried.

PUBLIC COMMENT

Christina King addressed the Council and thanked them for recognizing and approving the Pride Month resolution. She thanked the Community Relations Commission, which she chairs, for

their support and compassion. She also thanked Monica Corsaro for her comments and statistics regarding children and suicide and believes this resolution is life-saving to many.

Deb Sugai addressed the Council and stated that she is president of the Knox County Historical Society. She noted that they have adopted Peck Park and would like to request electricity be installed for events. The Mayor noted that someone from the City would reach out to her.

Gorette Kupa addressed the Council and commented that Galesburg has given her and her family many opportunities, especially coming from a different culture. She noted that her first language is French and that she understands there is a language barrier with her community. She hopes that in the future it is more well known in Galesburg where people can go to learn English. She announced that there will be a celebration in honor of the Congolese Independence Day July 2nd. She hopes this will be an opportunity to integrate with the community and explain their culture better.

Kendall Bolen addressed the Council and asked if an ordinance could be brought to the Council for regulating side-by-side vehicles. The Mayor thanked him for his interest and he believes it could be added to the next agenda and that he would reach out to him tomorrow.

Robert Cain noted to the Council that there were several homeless individuals in the gazebo in Standish Park and that for everyone's safety it needs to be addressed. He also feels that motorbikes and scooters need to be regulated.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

22-4056

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve a Revolving Loan in the amount of \$250,000 for a period of five years to IPREH, LLC. This loan will be amortized over ten years at 5.50% and the first five months of payment will be interest only.

Ken Springer, President of the Knox County Area Partnership for Economic Development, introduced Matthew Dorothy and Jerry Zimmerman with IPREH, LLC, and noted that since 2020, IPREH has been successful in getting its Galesburg operation up and running and is a true economic development success story. Both Dorothy and Zimmerman thanked the City for their partnership and support and are excited about growing their business in Galesburg. They anticipate hiring an additional 25 employees over the next three years.

Roll Call #7:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4057

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve a 2022 Classification and Salary Schedule that relates to the addition of a Transit Shop Foreman position.

Roll Call #8:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4058

Council Member Davis moved, seconded by Council Member Smith-Esters, to approve a professional services agreement with Klingner and Associates in the amount of \$28,500 for the renovation of the locker rooms on the second level of the Public Safety Building.

Roll Call #9:

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

Nays: None

Absent: None

Chairman declared motion carried.

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

TOWN BUSINESS

22-9012

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

Fund Title	Amount
Town Fund	\$1,286.09
General Assistance Fund	\$5,514.35
IMRF Fund	
Social Security/Medicare Fund	\$2,101.42
Liability Fund	
Audit Fund	\$16,000
Total	\$24,901.86

Roll Call #10:

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

Nays: None

Absent: None

Chairman declared motion carried.

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

CLOSING COMMENTS

Council Member Smith-Esters announced that the Galesburg on Track and Community Development Department's Community Blue Ribbon Award winner is the home of Kevin and Carol Lynn, 1130 Maple Avenue. This award celebrates and recognizes Galesburg properties that reflect a positive image for the neighborhood and town and citizens are urged to nominate properties.

Council Member Davis stated that she is excited that the City approved the Pride Month resolution which shows support to the public and allows them to see themselves reflected in their leadership. She hopes members of the LGBTQI+ community have the freedom to be who they are and she hopes we continue to pursue equality in our society for all.

Council Member Cox was glad to see the approval tonight to take steps to ensure the PSB locker room is improved. He inquired about the number of sworn officers vs. how many are currently employed. Police Chief Idle stated that the Department budgeted for 51 sworn personnel but currently has 43 officers. He noted that they possibly have three candidates they hope could attend PTI in August. Another recruitment effort could take place in October if allowed by the Fire & Police Commission; however, he feels that the pool of applicants will be low again.

Discussion was held on the statutory age limit for an officer and the pension benefits, which are both set by state law. It was noted that the City is looking at a hiring incentive and discussing options at this time. Chief Idle also noted that lateral transfers are advantageous since no additional schooling is necessary.

Council Member Hix stated that he had the pleasure of meeting a former Galesburg resident, Shelby Martin, while on vacation in Alaska.

Council Member Wallace thanked those in attendance at the meeting. He also stated that the locker room situation at the PSB has always been an issue but that with more diversity in the Department, the upgrades are necessary. He also feels that an incentive program would be beneficial.

Council Member White stated that he was happy to see Ms. Kupa attended the meeting and is looking forward to working with the Congolese community. He added that he loves Galesburg and feels safe here but that his heart goes out to the country in light of all the news recently. He is dismayed to see all the politicians attacking each other instead of working together.

Mayor Schwartzman stated that it has been a memorable evening with several approvals on the agenda -- the Pride Month Resolution, the Housing Repair Assistance Program, and the loan agreement with IPREH, LLC, just to name a few.

He noted that since the last Council meeting, we have celebrated Memorial Day. Many have given their lives serving our country. His two grandfathers served and survived and taught him a lot through their courage and dedication. The Mayor also remembered a former student, Lexie Kamerman, who lost her life while volunteering in Afghanistan. She was a dedicated and

courageous student who loved water polo and noted that it's important to remember people like her.

He reported that this past weekend he met with four filmmakers from New Zealand who are making a documentary on the life of Chris Spears and his dog, Rossi, who served two tours in Afghanistan. He noted that they hope to have the premier of the documentary here at the Orpheum Theatre.

Council Member Cox moved, seconded by Council Member Smith-Esters, to adjourn into Executive Session at 6:32 p.m. for the purposes of discussing litigation and the approval of the minutes from the April 26th and May 2nd, 2022, executive session meetings (5 ILCS 120/2 (c) (11) and (21).

Roll Call #11:

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

Nays: None

Absent: None

Chairman declared motion carried.

During the Executive Session, Council Member Cox, seconded by Council Member Davis, to adjourn the Executive Session at 7:04 p.m.

Roll Call #12:

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

Nays: None

Absent: None

Chairman declared motion carried.

There being no further business, Council Member Wallace, seconded by Council Member White, to adjourn the regular meeting at 7:04 p.m.

Roll Call #13:

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

Nays: None

Absent: None

Chairman declared motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Resolution authorizing the transfer of funds from the Tax Increment Financing (TIF) District II fund to the TIF IV fund.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend approval of the resolution.

BACKGROUND: The Illinois Tax Increment Allocation Redevelopment Act (the TIF Act), provides specifically for the transfer of funds from one TIF district to another. Section 4 (q) of the Act [65 ILCS 5/11-74.4-4(q)] provides that a municipality may utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile.

Attached for the City Council's consideration is a resolution authorizing the transfer of \$40,000 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to Iron Spike Brewing Company, LLC for eligible renovation costs on a building at 150 E Simmons Street.

BUDGET IMPACT: The resolution provides for the transfer of \$40,000 between the TIF II Fund and the TIF IV Fund. Sufficient funds are available in the TIF II Fund.

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION PROVIDING FOR THE TRANSFER OF FUNDS FROM THE EAST MAIN STREET TIF DISTRICT II TO THE CENTRAL/EAST MAIN TIF IV REDEVELOPMENT PROJECT AREA TO PAY FOR ELIGIBLE COSTS

WHEREAS, the City of Galesburg (the “City”) is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et seq. (the “Act”), to finance redevelopment project costs in connection with redevelopment project area established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4.-4 paragraph (q) of the Act, the City is authorized to utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile; and

WHEREAS, the City desires to transfer funds from the East Main Street TIF (also referred to as “TIF II”) Special Tax Allocation Fund (the “TIF II Fund”) to the Central/East Main TIF (also referred to as “TIF IV”) Special Tax Allocation Fund (the “TIF IV Fund”) to pay for eligible redevelopment project costs within TIF IV; and

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

1. That the City Council hereby finds that, pursuant to the requirements of the Act, the boundaries of TIF II and TIF IV are contiguous, as shown in the attached map.
2. That the Tax Increment Financing Redevelopment Plan and Project for TIF IV, dated February 19, 2008, states on page 41 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...applicable revenue from any adjoining Tax Increment Financing Area...”

3. That the Tax Increment Financing Redevelopment Plan and Project for TIF II, dated August 12, 2009, states on page 22 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...property tax increment from any adjoining Tax Increment Financing Areas...”

4. That the City Council authorizes the Director of Finance and Information Systems to make a transfer in the amount of \$40,000 from the TIF II Fund to the TIF IV Fund to assist with the financing of a project, specifically, funds will be used for eligible renovation costs to be made at 150 E Simmons Street in furtherance of the objectives of the redevelopment plan identified above.

5. That this resolution shall take effect immediately from and after its passage.

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

Roll Call #:

Ayes: _____

Nays: _____

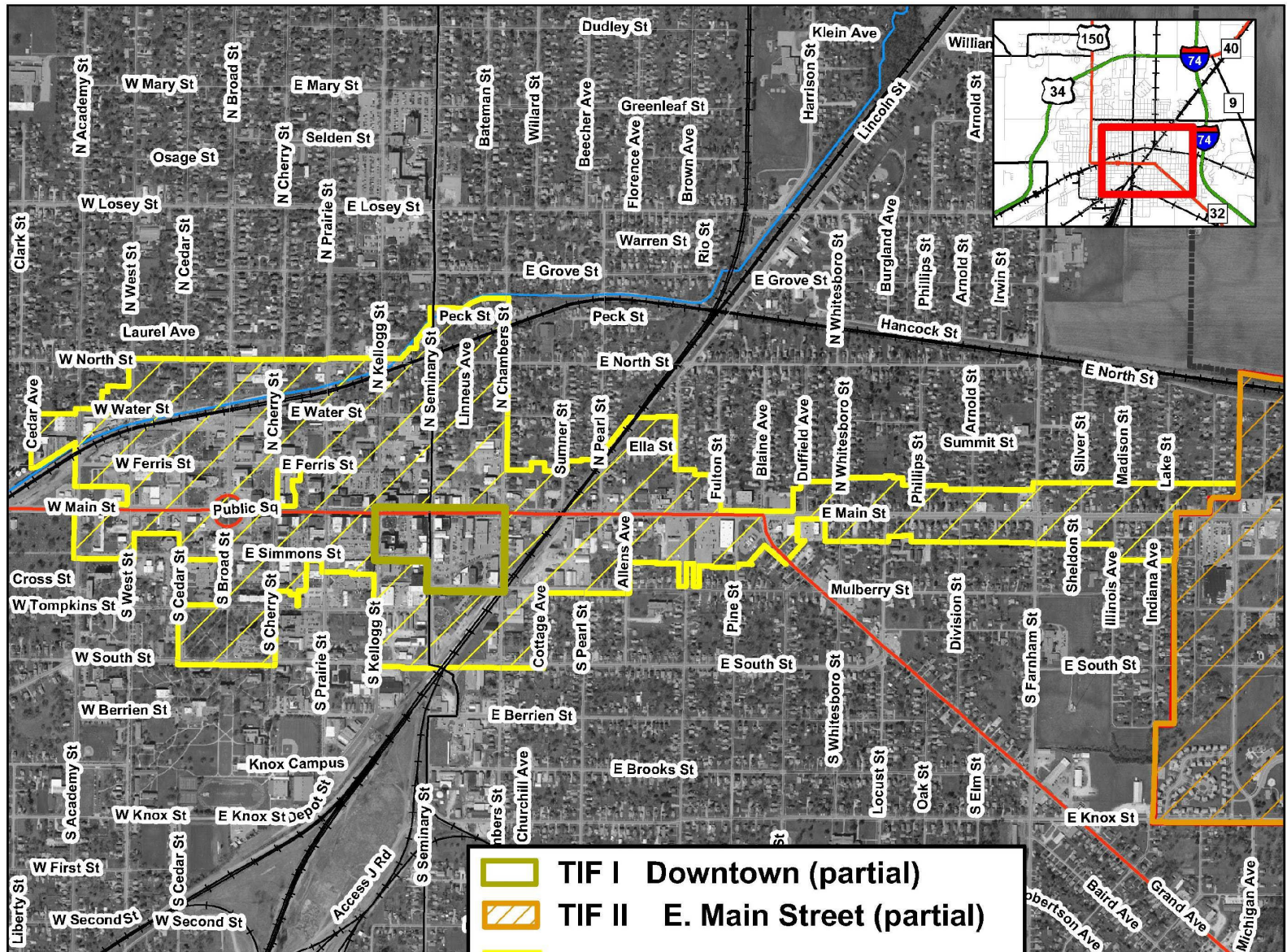
Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Resolution authorizing the transfer of funds from the Tax Increment Financing (TIF) District II fund to the TIF IV fund.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend approval of the resolution.

BACKGROUND: The Illinois Tax Increment Allocation Redevelopment Act (the TIF Act), provides specifically for the transfer of funds from one TIF district to another. Section 4 (q) of the Act [65 ILCS 5/11-74.4-4(q)] provides that a municipality may utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile.

Attached for the City Council's consideration is a resolution authorizing the transfer of \$22,039.91 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to The Bar 65, Inc for eligible renovation costs on a building at 65 South Cherry Street.

BUDGET IMPACT: The resolution provides for the transfer of \$22,039.91 between the TIF II Fund and the TIF IV Fund. Sufficient funds are available in the TIF II Fund.

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION PROVIDING FOR THE TRANSFER OF FUNDS FROM THE EAST MAIN STREET TIF DISTRICT II TO THE CENTRAL/EAST MAIN TIF IV REDEVELOPMENT PROJECT AREA TO PAY FOR ELIGIBLE COSTS

WHEREAS, the City of Galesburg (the “City”) is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et seq. (the “Act”), to finance redevelopment project costs in connection with redevelopment project area established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4.-4 paragraph (q) of the Act, the City is authorized to utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile; and

WHEREAS, the City desires to transfer funds from the East Main Street TIF (also referred to as “TIF II”) Special Tax Allocation Fund (the “TIF II Fund”) to the Central/East Main TIF (also referred to as “TIF IV”) Special Tax Allocation Fund (the “TIF IV Fund”) to pay for eligible redevelopment project costs within TIF IV; and

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

1. That the City Council hereby finds that, pursuant to the requirements of the Act, the boundaries of TIF II and TIF IV are contiguous, as shown in the attached map.
2. That the Tax Increment Financing Redevelopment Plan and Project for TIF IV, dated February 19, 2008, states on page 41 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...applicable revenue from any adjoining Tax Increment Financing Area...”

3. That the Tax Increment Financing Redevelopment Plan and Project for TIF II, dated August 12, 2009, states on page 22 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...property tax increment from any adjoining Tax Increment Financing Areas...”

4. That the City Council authorizes the Director of Finance and Information Systems to make a transfer in the amount of \$22,039.91 from the TIF II Fund to the TIF IV Fund to assist with the financing of a project, specifically, funds will be used for eligible renovation costs to be made at 65 S Cherry Street in furtherance of the objectives of the redevelopment plan identified above.

5. That this resolution shall take effect immediately from and after its passage.

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

Roll Call #:

Ayes: _____

Nays: _____

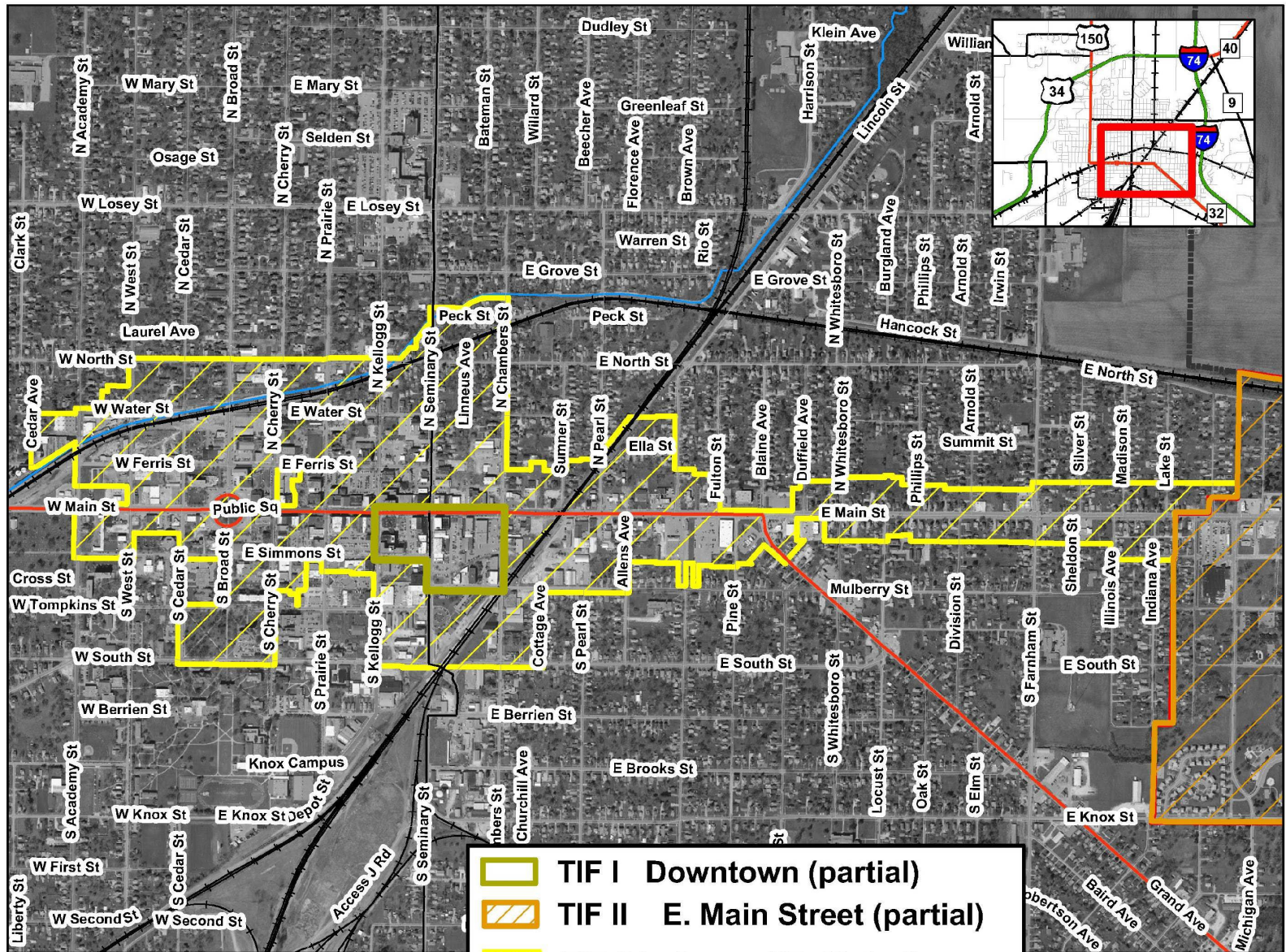
Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Resolution authorizing the transfer of funds from the Tax Increment Financing (TIF) District II fund to the TIF IV fund.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend approval of the resolution.

BACKGROUND: The Illinois Tax Increment Allocation Redevelopment Act (the TIF Act), provides specifically for the transfer of funds from one TIF district to another. Section 4 (q) of the Act [65 ILCS 5/11-74.4-4(q)] provides that a municipality may utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile.

Attached for the City Council's consideration is a resolution authorizing the transfer of \$156,106.92 from TIF II to TIF IV. These funds will be utilized to provide redeveloper assistance to the Galesburg Symphony Society/Knox-Galesburg Symphony for eligible renovation costs on a building at 95 N Seminary Street.

BUDGET IMPACT: The resolution provides for the transfer of \$156,106.92 between the TIF II Fund and the TIF IV Fund. Sufficient funds are available in the TIF II Fund.

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION PROVIDING FOR THE TRANSFER OF FUNDS FROM THE EAST MAIN STREET TIF DISTRICT II TO THE CENTRAL/EAST MAIN TIF IV REDEVELOPMENT PROJECT AREA TO PAY FOR ELIGIBLE COSTS

WHEREAS, the City of Galesburg (the “City”) is authorized under the provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 11-74.4-1, et seq. (the “Act”), to finance redevelopment project costs in connection with redevelopment project area established in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, pursuant to 65 ILCS 5/11-74.4.-4 paragraph (q) of the Act, the City is authorized to utilize revenues generated in one redevelopment project area to pay for eligible costs in another redevelopment project area if the boundaries are contiguous to the redevelopment project from which the revenues are received, the redevelopment project areas are separated only by a public right of way, and/or the redevelopment project areas are separated by a forest preserve property with a width of less than one mile; and

WHEREAS, the City desires to transfer funds from the East Main Street TIF (also referred to as “TIF II”) Special Tax Allocation Fund (the “TIF II Fund”) to the Central/East Main TIF (also referred to as “TIF IV”) Special Tax Allocation Fund (the “TIF IV Fund”) to pay for eligible redevelopment project costs within TIF IV; and

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

1. That the City Council hereby finds that, pursuant to the requirements of the Act, the boundaries of TIF II and TIF IV are contiguous, as shown in the attached map.
2. That the Tax Increment Financing Redevelopment Plan and Project for TIF IV, dated February 19, 2008, states on page 41 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...applicable revenue from any adjoining Tax Increment Financing Area...”

3. That the Tax Increment Financing Redevelopment Plan and Project for TIF II, dated August 12, 2009, states on page 22 the following with respect to sources of funds:

“If available, revenues from other economic development funding sources, public or private, will be utilized. These may include...property tax increment from any adjoining Tax Increment Financing Areas...”

4. That the City Council authorizes the Director of Finance and Information Systems to make a transfer in the amount of \$156,106.92 from the TIF II Fund to the TIF IV Fund to assist with the financing of a project, specifically, funds will be used for eligible renovation costs to be made at 95 N Seminary Street in furtherance of the objectives of the redevelopment plan identified above.

5. That this resolution shall take effect immediately from and after its passage.

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

Roll Call #:

Ayes: _____

Nays: _____

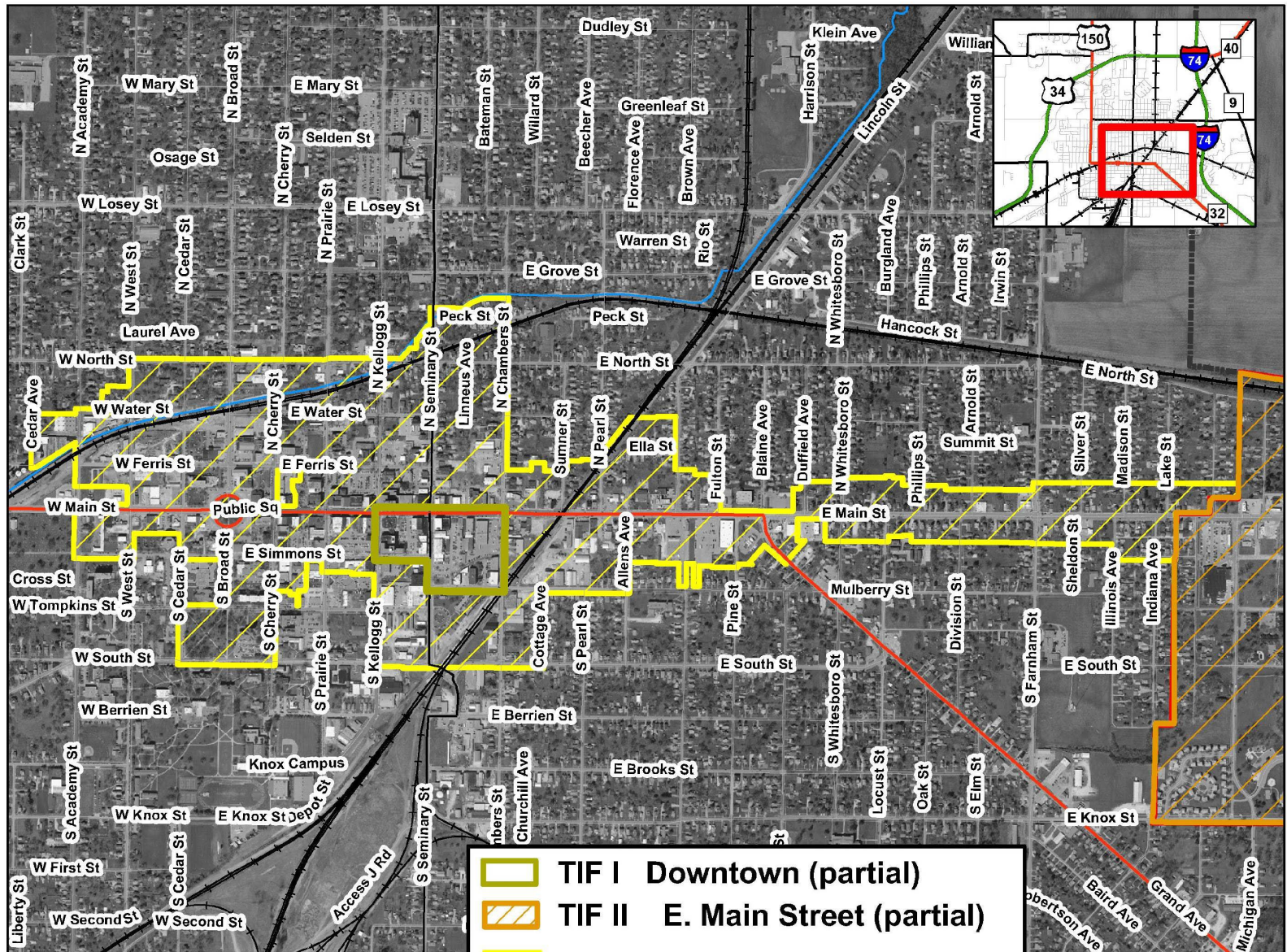
Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Resolution approving a Resolution extending the Illinois Housing Development Authority's (IHDA) Single Family Rehabilitation Grant Program.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development, and the Housing Program Coordinator recommend approval of the Resolution extending the Illinois Housing Development Authority's Single Family Rehabilitation Grant Program.

BACKGROUND: The City applied for \$470,000 the Single Family Rehabilitation Program Grant from the Illinois Housing Development Authority. The City of Galesburg was awarded a grant in the amount of \$470,000.00 and it was fully executed on July 15, 2020. The City also received added funds of \$110,000.00 due to Covid-19 related issues. This was amended and approved by City Council on September 7, 2021.

This was Galesburg's second application and award for the program. The first grant award was for \$378,000 and was successfully completed in the spring of 2019 rehabilitating eight (8) homes in the City of Galesburg. The City is working with Western Illinois Regional Council (WIRC) in coordinating the current grant and will rehabilitate approximately ten (10) to twelve (12) single family homes with these grant funds. Currently, one home has been completed and three are in progress.

The Covid-19 pandemic created hardships in completing the work due to required isolation timeframes and supply chain issues for construction materials. All statewide recipients of this grant are eligible to extend their grants in the same time frame due to these issues. This Resolution will extend this grant five and one-half (5 ½) months from July 14, 2022, to December 31, 2022.

The purpose of this grant is to assist low and very low-income homeowners repair or replace costly maintenance items and/or remove health and safety hazards. There is a roof only option available if there are no other maintenance issues or health and safety hazards present in the individual homes. Income eligible homeowners may receive up to \$45,000 in financial assistance. The funds are secured as a forgivable loan with a five-year recapture agreement. The homes selected for the program must be existing residential properties privately owned and used as the owner's primary residence. Properties cannot be income producing or contract for deed and receive grant funding.

BUDGET IMPACT: No budget impact. All funds utilized will be grant funded.

SUPPORTING DOCUMENTS:

1. Resolution in Support of the Extension.

RESOLUTION NO. _____

**RESOLUTION APPROVING THE EXTENSION OF THE ILLINOIS HOUSING DEVELOPMENT
AUTHORITY'S SINGLE-FAMILY REHAB PROGRAM**

WHEREAS, the City of Galesburg (the "Sponsor") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Single Family Rehab Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time.

WHEREAS, the Sponsor did on May 18, 2020 pass resolution 20-13 to accept the Grant from the Authority in an amount not to exceed Four Hundred Seventy Thousand and 00/100 Dollars (\$470,000.00); and

WHEREAS, the Sponsor and the Authority did enter into a Funding Agreement STF-51682 dated July 15, 2020 and the Funding Agreement is set to terminate on July 14, 2022 (the "Termination Date"); and

WHEREAS, the Sponsor did on September 7, 2021 pass resolution 20-21 to accept additional grant funds from the Authority in the amount of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00); and

WHEREAS, the Authority has extended the Termination Date to December 31, 2022 (the "Extension"); and

WHEREAS, the Sponsor finds it in the best interests to accept the Extension of the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, of the City of Galesburg, Illinois, as follows:

SECTION ONE: The Sponsor accepts the Extension and is authorized enter into an Amendment to the Funding Agreement (the "Amendment") with the Authority to effectuate the Extension; and

SECTION TWO: The Mayor and City Clerk on behalf of the Sponsor is hereby authorized and empowered to execute on behalf of the Sponsor, the Amendment and all other documents and instruments relating to the Extension to be delivered to the Authority in connection with the Extension and take such further action on behalf of the Sponsor as they deem necessary to effectuate the foregoing Resolution and obligations under the Amendment; and

SECTION THREE: that the City Council of the Sponsor hereby ratifies, authorizes, confirms, and approves all documents and instruments executed in connection with the Amendment,

including any prior action of the Sponsor taken in furtherance of the foregoing Resolution and any and all documents and instruments previously executed on behalf of the Sponsor in connection with the Extension.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Accounts Payable

Transactions by Account

User: ABrown
 Printed: 06/14/2022 - 2:38PM
 Batch: 00020.06.2022



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Amanda Jennings	Cell Phone Allow - AJennings	05/31/2022	15.00	
001-0000-10407-00	Stratus Networks, Inc	06/22 Service	06/14/2022	457.09	
001-0000-10701-00	IAFC - Intl Assn of Fire Chiefs	01/23 - 06/23 Membership dues - R Hovind	06/14/2022	107.50	
001-0000-10701-00	Southern Computer Warehouse	Annual Veeam software renewal - Prepaid for Jan to Aug 2023	06/14/2022	3,415.30	0000092202
001-0000-20101-00	GALESBURG WINE BAR INC	Food & beverage tax overpayment refund	06/14/2022	0.28	
001-0000-20101-00	GALESBURG WINE BAR INC	Food & beverage tax overpayment refund	06/14/2022	31.72	
001-0000-20102-00	CenturyLink	05/22 Service	06/14/2022	1,588.52	
001-0000-20102-00	Stratus Networks, Inc	06/22 Service	06/14/2022	1,309.00	
Subtotal for Division: 0000				6,924.41	
001-0105-51000-00	Baker Tilly US, LLP	2021 Fiscal Year Audit	06/14/2022	13,180.00	0000092191
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	05/31/2022	30.00	
001-0105-54000-00	W Wayne Dennis	Cell Phone Allowance	05/31/2022	30.00	
Subtotal for Division: 0105				13,240.00	
001-0110-54000-00	Todd Thompson	Cell Phone Allowance	05/31/2022	15.00	
Subtotal for Division: 0110				15.00	
001-0115-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	46.00	
001-0115-51000-00	Knox County Records Office	05/22 Laredo	06/14/2022	21.20	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	05/31/2022	30.00	
001-0115-61000-00	Office Specialists, Inc.	Address labels, correction tape	06/14/2022	59.19	
001-0115-69400-00	National Band & Tag Co.	Tags	06/14/2022	673.00	
Subtotal for Division: 0115				829.39	
001-0120-56506-00	Flexible Benefit Service LLC	05/22 Service	06/14/2022	85.00	
Subtotal for Division: 0120				85.00	
001-0145-51000-00	D&S Private Detective, Inc	Paper process service - J Tinkham	06/14/2022	70.50	
001-0145-54000-00	Bradley Nolden	Cell Phone Allowance	05/31/2022	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0145				100.50	
001-0160-59516-00	Matthew Reed	AV Services - 05/16/22 Council Work Session	06/14/2022	120.00	
001-0160-59516-00	Jeffrey R Cervantez	05/22 AV Services for City Meetings	06/14/2022	156.00	
001-0160-59521-00	Knox County Humane Society	07/22 Animal Control Contract	06/14/2022	19,510.00	0000092161
Subtotal for Divison: 0160				19,786.00	
001-0205-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	68.38	
001-0205-54000-00	Gloria Osborn	Cell Phone Allowance	05/31/2022	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	05/31/2022	30.00	
Subtotal for Divison: 0205				128.38	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	05/31/2022	30.00	
001-0207-54000-00	Lewis Doney II	Cell Phone Allowance	05/31/2022	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	05/31/2022	30.00	
001-0207-55800-00	Southern Computer Warehouse	Annual Veeam software renewal	06/14/2022	1,707.65	0000092202
Subtotal for Divison: 0207				1,797.65	
001-0305-51500-00	Gatehouse Media	Public notice #00021744	06/14/2022	118.66	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	05/31/2022	30.00	
Subtotal for Divison: 0305				148.66	
001-0306-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	5.75	
001-0306-51000-00	Knox County Records Office	05/22 Laredo	06/14/2022	21.20	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	05/31/2022	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	05/31/2022	30.00	
001-0306-54000-00	Eric Heiden	Cell Allowance	05/31/2022	30.00	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	05/31/2022	30.00	
001-0306-54500-00	IPOC	IPOC Training - 4 employees	06/14/2022	160.00	
001-0306-55500-00	Ford of Galesburg	Alignment #400	06/14/2022	139.94	
001-0306-61000-00	Office Specialists, Inc.	Staple removers	06/14/2022	7.82	
001-0306-61000-00	Office Specialists, Inc.	Pens	06/14/2022	14.35	
Subtotal for Divison: 0306				469.06	
001-0410-51000-00	Knox County Records Office	05/22 Laredo	06/14/2022	21.20	
001-0410-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	5.75	
001-0410-54000-00	Brayden Bledsoe	Cell Phone Allowance	05/31/2022	30.00	
001-0410-54000-00	Wayne Carl	Cell Phone Allowance	05/31/2022	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0410-54000-00	Malinda Davis	Cell Phone Allowance	05/31/2022	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	05/31/2022	30.00	
001-0410-54000-00	Nolan Peterson	Cell Phone Allowance	05/31/2022	30.00	
001-0410-54000-00	Jamie West	Cell Phone Allowance	05/31/2022	30.00	
Subtotal for Divison: 0410				206.95	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	05/31/2022	30.00	
001-0445-55700-00	Royal Cleaning Services	06/22 Janitorial services	06/14/2022	266.00	
001-0445-55800-00	Advance Auto Parts	Encore subscription	06/14/2022	599.99	
001-0445-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	60.84	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #168	06/14/2022	990.12	
001-0445-62500-00	Advance Auto Parts	Filter kit #182	06/14/2022	41.61	
001-0445-63000-00	Lawson Products, Inc.	Screws, washers	06/14/2022	245.39	
001-0445-63000-00	Midstate Manufacturing, Inc.	Oil hose	06/14/2022	10.30	
001-0445-63000-00	Batterton Auto Supply	Vulcanizing cement, bead sealer, centech repair	06/14/2022	74.70	
Subtotal for Divison: 0445				2,318.95	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	05/31/2022	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	05/31/2022	30.00	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed tests #110	06/14/2022	40.00	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed tests #114	06/14/2022	41.00	
001-0450-55500-00	Mutual Wheel Co., Inc.	Gauge frame check #108	06/14/2022	219.96	
001-0450-55700-00	Galesburg Electric, Inc.	Annual generator service	06/14/2022	185.00	
001-0450-55700-00	Maska Heating and Cooling, LLC	Air filter	06/14/2022	35.00	
001-0450-62500-00	Blunier Implement, Inc	Plow blades	06/14/2022	1,670.01	
001-0450-62500-00	Mutual Wheel Co., Inc.	Leaf spring #108	06/14/2022	640.70	
001-0450-62500-00	Drake Scruggs Equipment, Inc	Valve manifold assembly	06/14/2022	509.40	
Subtotal for Divison: 0450				3,401.07	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Daniel Hostens	Cell Phone Allowance	05/31/2022	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	05/31/2022	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54000-00	William T. Boynton	Cell Allowance	05/31/2022	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	05/31/2022	30.00	
001-0510-55000-00	Motorola Solutions, Inc	06/22 Service	06/14/2022	78.00	
001-0510-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
001-0510-57500-00	Burke Cleaners, Inc	05/22 Police Uniform Cleaning as per agreement	06/14/2022	131.10	0000092140
001-0510-57500-00	Burke Cleaners, Inc	04/2 Police Uniform Cleaning as per agreement	06/14/2022	147.40	0000092140
001-0510-61700-00	Ray O'Herron Co., Inc.	Monitor, keyboard, side mount arm, pole assembly - CSO car #2	06/14/2022	724.04	
001-0510-62500-00	Ford of Galesburg	Speed sensor #20	06/14/2022	22.25	
001-0510-65500-00	Getz Fire Equipment Co., Inc.	Extinguisher, pull pins	06/14/2022	237.90	
001-0510-67500-00	Ray O'Herron Co., Inc.	Class A uniforms	06/14/2022	1,889.17	
001-0510-67500-00	Ray O'Herron Co., Inc.	New hire uniforms - J Fox	06/14/2022	61.19	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants - Hostens	06/14/2022	69.35	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirt, Sgt chevron - L Mings	06/14/2022	66.57	
001-0510-67500-00	Ray O'Herron Co., Inc.	New hire uniforms - J Fox, T Olingney Estill	06/14/2022	568.46	
001-0510-67500-00	Artistic Engraving	Officer stars, Lieutenant star, Retired Officer star	06/14/2022	492.81	
001-0510-69000-00	Ray O'Herron Co., Inc.	Bean bags	06/14/2022	838.45	
001-0510-69000-00	Accredited Security	Refurbished tasers	06/14/2022	4,792.00	
Subtotal for Divison: 0510				10,468.69	
001-0525-54700-00	Royce Kunkle	Mileage - Crossing Guard Vehicle - Galesburg, IL - R Kunkle	06/14/2022	104.14	
Subtotal for Divison: 0525				104.14	
001-0550-54000-00	Amanda Jennings	Cell Allowance	05/31/2022	15.00	
001-0550-54000-00	Cameron Lemaster	Cell Phone Allowance	05/31/2022	30.00	
001-0550-55500-00	Southern Computer Warehouse	VM Ware	06/14/2022	4,057.94	
001-0550-55800-00	Southern Computer Warehouse	Annual basic maintenance renewal	06/14/2022	1,446.75	
001-0550-61000-00	Julie Bacon	Engraved name plate	06/14/2022	5.00	
001-0550-67500-00	Midwest Uniform Supply, Inc	Sweatshirts - J Tucker	06/14/2022	125.52	
001-0550-67500-00	Midwest Uniform Supply, Inc	Polo shirts - A Aldridge	06/14/2022	115.92	
Subtotal for Divison: 0550				5,796.13	
001-0605-51000-00	Julie Bacon	Community Hero Award	06/14/2022	22.00	
001-0605-54000-00	David Farrell	Cell Phone Allowance	05/31/2022	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	05/31/2022	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	05/31/2022	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	05/31/2022	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	05/31/2022	30.00	
001-0605-55000-00	IAFC - Intl Assn of Fire Chiefs	07/22 - 12/22 Membership dues - R Hovind	06/14/2022	107.50	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-55500-00	Midstate Manufacturing, Inc.	Rebuild cylinders #51	06/14/2022	235.24	
001-0605-55500-00	Getz Fire Equipment Co., Inc.	05/22 Extinguisher service	06/14/2022	40.50	
001-0605-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	20.00	
001-0605-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	20.00	
001-0605-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
001-0605-55700-00	F E Moran Inc Fire Protection	Wet system annual inspections	06/14/2022	685.00	
001-0605-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	20.00	
001-0605-56000-00	Western IL. Firefighters Assoc.	Fit testing machine rental	06/14/2022	50.00	
001-0605-62500-00	Midstate Manufacturing, Inc.	Hose assembly #51	06/14/2022	103.75	
001-0605-65500-00	Getz Fire Equipment Co., Inc.	Chemical refill	06/14/2022	51.90	
001-0605-67500-00	Midwest Uniform Supply, Inc	Polo - S Selliers	06/14/2022	45.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - B Johnson	06/14/2022	39.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - D Cervantez	06/14/2022	39.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Crewneck, performance tees - M Lewis	06/14/2022	59.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - D Cervantez	06/14/2022	25.52	
001-0605-67500-00	Midwest Uniform Supply, Inc	Turtleneck jobshirts - D Clayton	06/14/2022	149.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Turtleneck jobshirts - J Grodjesk	06/14/2022	149.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Polo shirts, turtleneck jobshirt - T Yocum	06/14/2022	104.89	
001-0605-67500-00	Sandry Fire Supply LLC	Fire helmet - Walters	06/14/2022	312.82	
001-0605-67500-00	Ray O'Herron Co., Inc.	New hire uniform - H Stevenson	06/14/2022	104.94	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - R Hovind	06/14/2022	79.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Crewnecks, ball caps, performance tees - D Cervantez	06/14/2022	99.48	
001-0605-67500-00	Midwest Uniform Supply, Inc	Crewneck, jobshirt - M Lewis	06/14/2022	92.98	
Subtotal for Division: 0605				2,831.43	
001-0630-66000-00	Galesburg Electric, Inc.	Rented generator	06/14/2022	118.49	
Subtotal for Division: 0630				118.49	
Subtotal for Fund 001				68,769.90	
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	06/14/2022	2,166.00	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	06/14/2022	492.75	0000092089
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	06/14/2022	766.50	0000092089
Subtotal for Division: 0000				3,425.25	
Subtotal for Fund 011				3,425.25	
013-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Engineering agreement for the preparation of bid documents	06/14/2022	5,631.30	0000091684

Account Number	Vendor	Description	Date	Amount	PO No
013-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Engineering agreement for the preparation of bid documents	06/14/2022	8,006.39	0000091684
013-0000-55800-00	Nelson Systems, Inc.	Mediaworks Express	06/14/2022	497.50	
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering	06/14/2022	244.61	0000092007
Subtotal for Divison: 0000				14,379.80	
Subtotal for Fund 013				14,379.80	
014-0000-55700-00	Brandt Construction Co	Concrete Pavement Patching on CSD and Linwood Rd	06/14/2022	540.00	0000092189
014-0000-55700-00	Brandt Construction Co	Additional work to perform patching on CSD and Linwood Rd	06/14/2022	3,833.51	0000092189
014-0000-56000-00	Sherwin Williams Co.	Super shot rental	06/14/2022	1,700.00	
014-0000-64500-00	Lawson Products, Inc.	Screws	06/14/2022	38.56	
014-0000-64500-00	Ennis-Flint Inc	White Traffic Paint for Traffic Division as per bid -55 gal drum	06/14/2022	12,720.50	0000092184
014-0000-64500-00	Ennis-Flint Inc	Yellow Traffic Paint for Traffic Division as per bid -55 gal	06/14/2022	14,594.58	0000092184
014-0000-64500-00	Lawson Products, Inc.	Screws for traffic signals	06/14/2022	235.99	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2022	06/14/2022	130.00	0000092092
014-0000-66000-00	D.A. Hoerr & Sons, Inc.	Planetree	06/14/2022	264.00	
Subtotal for Divison: 0000				34,057.14	
Subtotal for Fund 014				34,057.14	
015-0000-51000-00	Helm Mechanical / Helm Service	05/22 AC service	06/14/2022	265.00	
Subtotal for Divison: 0000				265.00	
Subtotal for Fund 015				265.00	
016-0000-22002-00	Illinois State Police Asset Seizure &	Seizure funds #21-17293	06/14/2022	2,981.00	
016-0000-54000-00	Mark McLaughlin	Cell Allowance	05/31/2022	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	05/31/2022	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	05/31/2022	30.00	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	05/31/2022	30.00	
016-0000-54000-00	Kyle A Winbigler	Cell Phone Allowance	05/31/2022	30.00	
Subtotal for Divison: 0000				3,131.00	
Subtotal for Fund 016				3,131.00	
018-0000-55500-00	Nichols Diesel Service, Inc.	State & Fed tests #112	06/14/2022	40.00	
018-0000-55500-00	Key Equipment & Supply Co	Sweeper service	06/14/2022	1,072.50	
018-0000-62500-00	Advance Auto Parts	Oil filter #128	06/14/2022	10.49	

Account Number	Vendor	Description	Date	Amount	PO No
018-0000-66000-00	Contech Engineered Solutions	Misc materials	06/14/2022	1,577.26	
		Subtotal for Divison: 0000		2,700.25	
		Subtotal for Fund 018		2,700.25	
019-0000-20102-00	CenturyLink	05/22 Service	06/14/2022	539.58	
019-0000-20102-00	Stratus Networks, Inc	06/22 Service	06/14/2022	304.84	
019-0000-33386-00	Donna Flicek	Swim team refund	06/14/2022	111.60	
		Subtotal for Divison: 0000		956.02	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	Radio ads	06/14/2022	583.00	
019-1905-51500-00	WMOI - FM	Radio ads	06/14/2022	260.00	
019-1905-51500-00	Gatehouse Media	Lakeside ad #00018370	06/14/2022	111.00	
019-1905-51500-00	Sebis Direct Inc	04/22 Water bill insert recreation flyer	06/14/2022	388.95	
019-1905-51500-00	Gatehouse Media	Travel guide #00018370	06/14/2022	270.00	
019-1905-51500-00	Gatehouse Media	May special #00018370	06/14/2022	111.00	
019-1905-54000-00	Elizabeth Varner	Cell Phone Allowance	05/31/2022	30.00	
019-1905-54000-00	Angela Buchen	Cell Allowance	05/31/2022	30.00	
019-1905-54000-00	Chelsea Moberg	Cell Phone Allowance	05/31/2022	30.00	
019-1905-59511-00	Galesburg Tourism Fund	05/22 Tourism agreement	05/31/2022	15,833.33	
019-1905-61000-00	Office Specialists, Inc.	Paper, markers, tape dispenser, pens, tape	06/14/2022	163.54	
019-1905-84500-00	Knox County Collector	Property Tax - Formerly 623 W Tompkins St	06/14/2022	25.30	
		Subtotal for Divison: 1905		17,836.12	
019-1910-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	30.00	
019-1910-65000-00	Office Specialists, Inc.	Hand soap	06/14/2022	46.05	
019-1910-65000-00	Office Specialists, Inc.	Windshield wipes	06/14/2022	48.45	
		Subtotal for Divison: 1910		124.50	
019-1911-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	30.00	
019-1911-55700-00	Helm Mechanical / Helm Service	Summer/Winter switchover control service	06/14/2022	1,254.51	
019-1911-55700-00	Mechanical Service Inc.	Sally Port pump out service	06/14/2022	488.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	61.55	
019-1911-65000-00	Office Specialists, Inc.	Bath tissue	06/14/2022	83.88	
019-1911-65000-00	Office Specialists, Inc.	Disinfectant wipes	06/14/2022	33.20	
019-1911-66000-00	Amos Blevins	Cabinet locks	06/14/2022	536.20	
		Subtotal for Divison: 1911		2,487.34	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-54000-00	Travis Huffman	Cell Phone Allowance	05/31/2022	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	05/31/2022	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	05/31/2022	30.00	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	05/31/2022	30.00	
019-1915-55700-00	Waste Management, Inc.	05/22 Service	06/14/2022	424.18	
019-1915-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	40.00	
019-1915-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	30.00	
019-1915-55700-00	Knox County Landfill	05/22 Service	06/14/2022	480.62	
019-1915-56000-00	Terry Allen, Inc	East Boat Ramp - Toilet Rental 1 regular unit 1/1/22-12/31/22	06/14/2022	672.00	0000092081
019-1915-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	50.46	
019-1915-57500-00	Aramark Uniform Serv. Inc.	06/22 Service	06/14/2022	51.46	
019-1915-62500-00	Martin, Inc	Rod #522	06/14/2022	62.05	
019-1915-62500-00	Advance Auto Parts	Oil filter #542	06/14/2022	3.84	
019-1915-62500-00	Advance Auto Parts	Wiper blades #542	06/14/2022	24.76	
019-1915-62500-00	Advance Auto Parts	Oil filter #531	06/14/2022	8.73	
019-1915-62500-00	Blunier Implement, Inc	Shaft #523	06/14/2022	1,576.99	
019-1915-62500-00	Martin, Inc	Wheel #525	06/14/2022	241.98	
019-1915-62500-00	Martin, Inc	Belt #525	06/14/2022	201.50	
019-1915-62510-00	Herr Petroleum Corp	855.4 Gal diesel #2, 506.20 gal reg unleaded	06/14/2022	6,612.32	0000092103
019-1915-65000-00	Alan Environmental Products, Inc	Insecticide, vandalism mark remover, python odor socks	06/14/2022	1,093.64	
019-1915-65000-00	Office Specialists, Inc.	Urinal screens	06/14/2022	147.33	
019-1915-65500-00	Tri-State Water	Floor drain grids	06/14/2022	546.17	
019-1915-66000-00	Tri-State Water	Top diffuser plate	06/14/2022	51.80	
019-1915-66000-00	J.C. Schultz Enterprises, Inc	Flags	06/14/2022	70.51	
019-1915-66000-00	Galesburg Electric, Inc.	Light bulbs	06/14/2022	45.65	
019-1915-68500-00	Tri-State Water	Chlorine, muriatic acid	06/14/2022	166.12	
019-1915-68500-00	Tri-State Water	Chlorine	06/14/2022	57.52	
019-1915-68500-00	Tri-State Water	Chlorine	06/14/2022	86.28	
019-1915-68500-00	Tri-State Water	Chlorine, muriatic acid	06/14/2022	136.88	
019-1915-68500-00	Tri-State Water	Chlorine	06/14/2022	57.52	
019-1915-68500-00	Tri-State Water	Chlorine, muriatic acid	06/14/2022	166.12	
019-1915-68500-00	Tri-State Water	Chlorine, muriatic acid	06/14/2022	89.44	
019-1915-68500-00	Tri-State Water	Chlorine	06/14/2022	143.80	
Subtotal for Divison: 1915				13,459.67	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	05/31/2022	30.00	
019-1920-55700-00	LTL Partners, Inc	Aerifying service	06/14/2022	2,292.50	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
019-1920-56000-00	M&M Golf Cars, LLC	Rental of 20 golf cars	06/14/2022	790.00	
019-1920-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	29.03	
019-1920-57500-00	Aramark Uniform Serv. Inc.	06/22 Service	06/14/2022	29.03	
019-1920-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	29.03	
019-1920-62510-00	Herr Petroleum Corp	313.1 Gal diesel #2	06/14/2022	1,573.65	0000092104
019-1920-62510-00	Herr Petroleum Corp	402.4 Gal reg unleaded	06/14/2022	1,719.43	0000092104
019-1920-63500-00	Advanced Turf Solutions	Misc chemicals	06/14/2022	1,094.60	
019-1920-63500-00	Advanced Turf Solutions	Anuew plant growth regulator	06/14/2022	1,802.40	
019-1920-64000-00	Callaway	Golf balls	06/14/2022	76.56	
019-1920-64000-00	Black Clover Enterprises, LLC	Hat	06/14/2022	16.20	
019-1920-64000-00	Callaway	Golf balls	06/14/2022	3,875.00	
019-1920-64125-00	Boxcar Express	Sandwiches	06/14/2022	1,915.25	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	06/14/2022	446.41	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	06/14/2022	581.70	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	06/14/2022	49.00	
019-1920-64125-00	Smithfield Direct, LLC	Misc concessions	06/14/2022	159.60	
019-1920-64300-00	MTI Distributing, Inc	Portable spike brush	06/14/2022	236.00	
019-1920-65000-00	Office Specialists, Inc.	Bath tissue	06/14/2022	25.42	
019-1920-66000-00	J.C. Schultz Enterprises, Inc	Flags	06/14/2022	165.37	
019-1920-66000-00	David B Munson	Graphics	06/14/2022	447.27	
019-1920-88300-00	M&M Golf Cars, LLC	2022 Lease of 48 golf carts and 1 utility vehicle as per bid	06/14/2022	5,335.97	0000092080
Subtotal for Divison: 1920				22,739.42	
019-1925-64000-00	Volrath Hardwoods, LLC	300 Bundles	06/14/2022	1,200.00	
019-1925-65000-00	Office Specialists, Inc.	Bath tissue	06/14/2022	167.76	
Subtotal for Divison: 1925				1,367.76	
019-1930-63500-00	Galesburg Builders Supply, Inc.	47.9 Ton mason sand	06/14/2022	1,483.94	
Subtotal for Divison: 1930				1,483.94	
019-1935-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	35.00	
019-1935-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	230.42	
019-1935-57500-00	Aramark Uniform Serv. Inc.	06/22 Service	06/14/2022	231.42	
Subtotal for Divison: 1935				496.84	
019-1940-55000-00	American Red Cross	Lifeguard training	06/14/2022	164.00	
019-1940-55000-00	American Red Cross	Shallow water lifeguarding - C Moberg	06/14/2022	41.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1940				205.00	
019-1945-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
019-1945-65000-00	Office Specialists, Inc.	Paper towels, trash bags, hand soap, gloves, cleaner	06/14/2022	296.97	
Subtotal for Divison: 1945				316.97	
019-1950-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	25.00	
019-1950-55700-00	Sugden Electric	Wire & conduit replacement - Lakeside Pool	06/14/2022	262.07	
019-1950-55700-00	Sugden Electric	Play feature pump motor repair - Lakeside Pool	06/14/2022	1,067.78	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/14/2022	949.36	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/14/2022	975.02	
019-1950-68500-00	Hawkins, Inc	Misc chemicals	06/14/2022	719.19	
019-1950-68500-00	Hawkins, Inc	Misc chemicals	06/14/2022	1,358.78	
019-1950-68500-00	Tri-State Water	Chlorine	06/14/2022	129.60	
019-1950-68500-00	Tri-State Water	Misc chemicals	06/14/2022	59.82	
Subtotal for Divison: 1950				5,546.62	
019-1955-55700-00	Sugden Electric	Motor thermal replacement, connection check	06/14/2022	170.00	
019-1955-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
Subtotal for Divison: 1955				190.00	
019-1960-55700-00	Four Seasons Pest Control	06/22 Service	06/14/2022	20.00	
Subtotal for Divison: 1960				20.00	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	05/31/2022	30.00	
019-1965-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	20.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	06/22 Service	06/14/2022	35.83	
019-1965-57500-00	Aramark Uniform Serv. Inc.	05/22 Service	06/14/2022	34.83	
019-1965-62500-00	Scott Equipment, LLC	Threaded rod #587	06/14/2022	9.06	
019-1965-62500-00	Scott Equipment, LLC	Clutch assembly #586	06/14/2022	430.28	
019-1965-62500-00	Scott Equipment, LLC	Belt #587	06/14/2022	54.99	
019-1965-66000-00	J.C. Schultz Enterprises, Inc	Flags	06/14/2022	429.33	
Subtotal for Divison: 1965				1,044.32	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	05/31/2022	30.00	
019-1975-54500-00	Thomas Simkins	Mileage - tree nursery - Dunlap, IL - T Simkins	06/14/2022	60.84	
019-1975-54500-00	Thomas Simkins	Mileage - tree nursery - Dunlap, IL - T Simkins	06/14/2022	57.92	
019-1975-54500-00	Thomas Simkins	Mileage - bi-weekly tree watering - Galesburg, IL - T Simkins	06/14/2022	29.25	

Account Number	Vendor	Description	Date	Amount	PO No
019-1975-55700-00	Liqui-Green Lawn & Tree Care	Tree injection service	06/14/2022	200.00	
		Subtotal for Divison: 1975		378.01	
		Subtotal for Fund 019		68,652.53	
020-0000-20102-00	CenturyLink	05/22 Service	06/14/2022	63.92	
020-0000-55700-00	Howe Overhead Doors, Inc.	Hanger door service	06/14/2022	605.50	
020-0000-64500-00	Ennis-Flint Inc	YellowTraffic Paint for Airport Division as per bid -55 gal drum	06/14/2022	2,779.92	0000092184
		Subtotal for Divison: 0000		3,449.34	
		Subtotal for Fund 020		3,449.34	
023-0000-55420-00	Klingner & Associates, P.C. - Archit	Asbestos abatement and inspection - 543 Liberty St	06/14/2022	1,298.21	
		Subtotal for Divison: 0000		1,298.21	
		Subtotal for Fund 023		1,298.21	
024-0000-51000-00	Bruner, Cooper and Zuck, Inc.	RDMS Grant Application for 56 S Kellogg St Apts	06/14/2022	1,500.00	
024-0000-51000-00	Bruner, Cooper and Zuck, Inc.	RDMS Grant Application for 120 E Main Street	06/14/2022	8,407.49	0000092116
024-0000-51000-00	Bruner, Cooper and Zuck, Inc.	RDMS Grant Application for the NRHOF	06/14/2022	3,438.04	0000092115
024-0000-52000-00	Ameren Illinois	05/22 Electricity #5346260034	05/31/2022	159.77	
024-0000-52000-00	Ameren Illinois	05/22 Electricity #5244167035	05/31/2022	35.66	
024-0000-83100-00	Community School District 205	Skills USA Program	06/14/2022	630.11	0000092175
024-0000-83100-00	Community School District 205	Skills USA Program	06/14/2022	7,616.86	0000092175
024-0000-84500-00	Knox County Collector	Property Tax - WESTERN ADDN LOT 3 BLK 1	06/14/2022	103.16	
024-0000-84500-00	Knox County Collector	Property Tax - R P 1957 RESD LT 3 BLK4 LT 1 & PT LT2 BLK 5	06/14/2022	105.10	
024-0000-84500-00	Knox County Collector	Property Tax - R P 1957 RESD LT3 BLK 4 LT A &PT LT 2 BLK 5	06/14/2022	141.10	
024-0000-84500-00	Knox County Collector	Property Tax - WESTERN ADDN LOT 2 BLK 1	06/14/2022	103.16	
		Subtotal for Divison: 0000		22,240.45	
		Subtotal for Fund 024		22,240.45	
030-0000-20102-00	CenturyLink	05/22 Service	06/14/2022	188.03	
030-0000-20102-00	Stratus Networks, Inc	06/22 Service	06/14/2022	129.49	
		Subtotal for Divison: 0000		317.52	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	05/22 Radio ads	05/31/2022	200.00	
030-0320-55500-00	Nichols Diesel Service, Inc.	State & federal tests - Units 466, 465, 468	05/31/2022	120.00	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62500-00	Midwest Transit Equipment, Inc.	Harness jumper	06/14/2022	51.86	
030-0320-62500-00	Napa Auto Parts	Brake caliper press	05/31/2022	45.99	
030-0320-62510-00	Herr Petroleum Corp	176.5 Gal reg unleaded	05/31/2022	716.23	0000092101
030-0320-62510-00	Herr Petroleum Corp	197.8 Gal reg unleaded	05/31/2022	802.67	0000092101
030-0320-62510-00	Herr Petroleum Corp	77.1 Gal reg unleaded	05/31/2022	329.45	0000092101
030-0320-62510-00	Herr Petroleum Corp	294 Gal reg unleaded	06/14/2022	1,256.24	0000092101
030-0320-62510-00	Herr Petroleum Corp	135.7 Gal reg unleaded	05/31/2022	550.66	0000092101
Subtotal for Divison: 0320				<u>4,073.10</u>	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	05/22 Radio ads	05/31/2022	200.00	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	05/31/2022	30.00	
030-0370-55500-00	Nichols Diesel Service, Inc.	State & federal tests - Units 405, 1107, 2001 Ford	05/31/2022	121.00	
030-0370-55500-00	Cummins Sale & Service	Bus service repair	05/31/2022	3,454.09	
030-0370-55500-00	Harvey Brothers, Inc.	Alternator repair	06/14/2022	282.00	
030-0370-55700-00	Galesburg Termite & Pest Control In	06/22 Service	06/14/2022	45.00	
030-0370-57500-00	Cintas, Inc	06/22 Service	06/14/2022	123.68	
030-0370-57500-00	Cintas, Inc	05/22 Service	05/31/2022	77.07	
030-0370-62500-00	Napa Auto Parts	Batteries	06/14/2022	340.58	
030-0370-62500-00	Eastern Iowa Tire	Tires	06/14/2022	1,688.44	
030-0370-62500-00	Cummins Sale & Service	Cooler kit, gaskets, seals	05/31/2022	1,544.15	
030-0370-62500-00	Gillig	Battery equalizer	05/31/2022	837.08	
030-0370-62500-00	Mack Sales & Service of Morton	Batteries	06/14/2022	178.00	
030-0370-62500-00	Gillig	Hex bolts	06/14/2022	219.36	
030-0370-62500-00	Napa Auto Parts	Batteries	06/14/2022	340.58	
030-0370-62510-00	Herr Petroleum Corp	534.5 Gal diesel	05/31/2022	2,495.38	0000092101
030-0370-67500-00	1st AYD Corporation	Nitrile gloves	05/31/2022	134.88	
Subtotal for Divison: 0370				<u>12,111.29</u>	
Subtotal for Fund 030				<u>16,501.91</u>	
049-0000-55700-00	Hein Construction Co, Inc	120 E Main St Storage Area	06/14/2022	33,980.00	0000092160
049-0000-78000-00	Sugden Electric	Electrical service relocation at 106 W Main Street	06/14/2022	6,800.00	0000092025
049-0000-83100-00	PMTSP, LLC	TIF Incentive for Facade Improvements	06/14/2022	3,856.53	0000092041
Subtotal for Divison: 0000				<u>44,636.53</u>	
Subtotal for Fund 049				<u>44,636.53</u>	
054-0000-63500-00	Timanda Landscaping & Garden Cer	Brandywine maple tree	06/14/2022	159.95	

Account Number	Vendor	Description	Date	Amount	PO No
054-0000-66000-00	D.A. Hoerr & Sons, Inc.	Trees, plants	06/14/2022	1,648.50	
		Subtotal for Divison: 0000		1,808.45	
		Subtotal for Fund 054		1,808.45	
059-0000-55700-00	McScot Golf, Inc.	Removal and installation of new golf driving range netting	06/14/2022	24,487.00	0000092144
		Subtotal for Divison: 0000		24,487.00	
		Subtotal for Fund 059		24,487.00	
061-0000-10701-00	Jack Henry & Associates	01/23 - 06/23 Remit and Remote Deposit Annual Maintenance	06/14/2022	816.81	
061-0000-10704-00	Sebis Postage	06/22 Postage for UB bills	06/14/2022	7,500.00	
061-0000-20101-00	HANNAH ROBISON	Refund Check 055828-000, 925 WARREN ST	06/02/2022	32.53	
061-0000-20101-00	MEGAN ROBBINS	Refund Check 059824-000, 238 W FREMONT ST	06/08/2022	31.90	
061-0000-20101-00	KYLIE PRICE	Refund Check 056939-000, 1229 N BROAD ST	06/01/2022	2.45	
061-0000-20101-00	CHRIS RAMMAGE	Refund Check 051206-001, 1706 JEFFERSON ST	06/01/2022	89.25	
061-0000-20101-00	KNOXCO INVESTMENTS, LLC	Refund Check 052649-015, 875 ABINGDON ST	06/08/2022	80.07	
061-0000-20101-00	GASTON NKONGOLO	Refund Check 062470-000, 786 E BROOKS ST	06/08/2022	76.91	
061-0000-20101-00	JOSHUA KILPATRICK	Refund Check 024115-002, 835 E LOSEY ST	06/01/2022	81.16	
061-0000-20101-00	JACOB POTTS	Refund Check 060897-000, 945 DAYTON DR 1	06/01/2022	83.22	
061-0000-20101-00	SABRINA SCOTT	Refund Check 063491-000, 1558 MCKNIGHT ST	06/01/2022	37.96	
061-0000-20101-00	THE PATH CENTER FOR HEALIN	Refund Check 048463-000, 251 E MAIN ST	06/02/2022	69.33	
061-0000-20101-00	MAGGIE HICKMAN	Refund Check 062651-000, 1411 E FIFTH ST 20	06/08/2022	70.01	
061-0000-20101-00	MAYRA ALANIS	Refund Check 043007-000, 585 LAWRENCE AVE	06/01/2022	46.49	
061-0000-20101-00	ALEXANDER STAFFING LLC	Refund Check 063635-000, 373 N CHERRY ST	06/01/2022	89.25	
061-0000-20101-00	JEANETTE ALLEN	Refund Check 062367-000, 1785 CLAY DR	06/13/2022	95.22	
061-0000-20101-00	MATTHEW ALLEN	Refund Check 064744-000, 711 E KNOX ST	06/08/2022	8.63	
061-0000-20101-00	JAMES BOWER	Refund Check 061741-000, 740 S SEMINARY ST	06/08/2022	62.51	
061-0000-20101-00	HENRY DUCAMP	Refund Check 010197-002, 802 ELM ST	06/01/2022	87.70	
061-0000-20101-00	TIARA DAIS	Refund Check 063820-000, 893 N PRAIRIE ST 4	06/02/2022	70.13	
061-0000-20101-00	L DENISE CONWAY	Refund Check 014693-001, 1128 TAMARIND DR	06/01/2022	72.90	
061-0000-20101-00	ROBERT DAVIS ESTATE	Refund Check 048356-000, 1481 N ACADEMY ST	06/08/2022	30.16	
061-0000-20101-00	JESSICA FOGERTY	Refund Check 059340-000, 717 RUBY ST	06/01/2022	9.74	
061-0000-20101-00	MARY LOU BROCK	Refund Check 024087-000, 1715 MCMASTERS AVE	06/08/2022	35.33	
061-0000-20101-00	KRISTINA BRETT-BUCKMAN	Refund Check 046355-001, 268 COLUMBUS AVE	06/08/2022	81.79	
061-0000-20101-00	STEPHANIE CAMPBELL	Refund Check 045826-001, 1088 DAYTON DR	06/08/2022	74.06	
061-0000-20101-00	ERIONN WALLACE	Refund Check 063020-001, 1748 BEECHER AVE	06/01/2022	11.80	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JIAFENG YAN	Refund Check 063572-000, 576 MAPLE AVE 1	06/01/2022	23.20	
061-0000-20101-00	JIAFENG YAN	Refund Check 063572-001, 576 MAPLE AVE 2	06/08/2022	67.27	
061-0000-20101-00	BIANNCA TURNER	Refund Check 059960-000, 1525 MCKNIGHT ST	06/08/2022	53.75	
061-0000-20101-00	RICHARD LEGG	Refund Check 048047-002, 1194 N BROAD ST	06/08/2022	62.05	
061-0000-20101-00	NICHOLAS SEAVER	Refund Check 064206-000, 169 CEDAR AVE	06/01/2022	112.84	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-064, 397 MONROE ST	06/01/2022	96.16	
061-0000-20101-00	NATHAN MESSMORE	Refund Check 043804-000, 980 SWEETBRIAR PL	06/01/2022	34.35	
061-0000-20101-00	DONALD KAMINSKI ESTATE	Refund Check 059630-000, 966 N CEDAR ST	06/02/2022	69.60	
061-0000-20101-00	NICHOLAS SEAVER	Refund Check 064206-000, 169 CEDAR AVE	06/01/2022	2.75	
061-0000-20101-00	TERRENCE JOHNSON	Refund Check 052903-000, 748 S WEST ST	06/08/2022	41.89	
061-0000-20101-00	RAMANPREET GREWAL	Refund Check 064156-000, 1760 N BROAD ST	06/13/2022	54.10	
061-0000-20101-00	JAMES LADUKE	Refund Check 011944-002, 752 E NORTH ST	06/08/2022	125.68	
061-0000-20101-00	TANNER PEED	Refund Check 064748-000, 513 N CEDAR ST	06/13/2022	80.13	
061-0000-20101-00	KRISTY NICHOLS	Refund Check 044418-001, 1017 N KELLOGG ST	06/08/2022	114.13	
061-0000-20102-00	CenturyLink	05/22 Service	06/14/2022	257.76	
061-0000-20102-00	Stratus Networks, Inc	06/22 Service	06/14/2022	125.52	
061-0000-51000-00	Pace Analytical Services LLC	Water testing	06/14/2022	14.00	
061-0000-51000-00	Pace Analytical Services LLC	Water testing	06/14/2022	14.00	
061-0000-51000-00	Pace Analytical Services LLC	Water testing	06/14/2022	2,750.00	
061-0000-51000-00	Knox County Records Office	05/22 Laredo	06/14/2022	21.20	
061-0000-51000-00	Baker Tilly US, LLP	2021 Fiscal Year Audit	06/14/2022	10,820.00	0000092191
061-0000-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	136.74	
061-0000-51000-00	Klingner & Associates, P.C. - Archit	PFAS Pilot Water Treament Study	06/14/2022	5,090.00	0000092050
061-0000-51010-00	James M Kelly, Attorney	02/22 Legal services	06/14/2022	82.50	
061-0000-51500-00	Sebis Direct Inc	04/22 UB printing costs	06/14/2022	777.52	
061-0000-51500-00	Sebis Direct Inc	04/22 Water quality verbiage	06/14/2022	62.50	
061-0000-52000-00	American Electric Power	05/22 Electricity	05/31/2022	11,395.97	
061-0000-52300-00	Nicor Gas	05/22 Heat #14511554116	05/31/2022	844.86	
061-0000-52300-00	Ameren Illinois	05/22 Heat #1017455691	05/31/2022	182.97	
061-0000-54000-00	Shelby Schwieter	Cell Phone Allowance	05/31/2022	30.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	05/31/2022	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	05/31/2022	30.00	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	05/31/2022	30.00	
061-0000-54000-00	Timothy Fey	Cell Phone Allowance	05/31/2022	30.00	
061-0000-55500-00	Enercon Engineering, Inc	Generator switchover service	06/14/2022	1,305.00	
061-0000-55500-00	Foremost Industrial Technologies	INSPECTION AND RECONDITION OF HSP1 MOTOR IN OQUA'	06/14/2022	7,595.55	0000092066
061-0000-55700-00	Royal Cleaning Services	06/22 Janitorial services	06/14/2022	464.00	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	30.00	
061-0000-55700-00	Four Seasons Pest Control	05/22 Service	06/14/2022	55.00	
061-0000-55700-00	Dowers Roofing, Inc.	Leak repair	06/14/2022	428.00	
061-0000-55700-00	Waste Management, Inc.	06/22 Service	06/14/2022	18.23	
061-0000-55700-00	Waste Management, Inc.	06/22 Service	06/14/2022	101.99	
061-0000-55800-00	Jack Henry & Associates	07/22 - 12/22 Remit and Remote Deposit Annual Maintenance	06/14/2022	816.82	
061-0000-66000-00	Galesburg Builders Supply, Inc	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	06/14/2022	195.00	0000092113
061-0000-66000-00	Core & Main	Copper tubing	06/14/2022	2,778.88	
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL PP1 MIX - DELIVERED	06/14/2022	188.50	0000092113
061-0000-66000-00	Core & Main	Misc materials	06/14/2022	3,200.00	
061-0000-66500-00	Ditch Witch-Iowa Inc.	Subsite pipe locator	06/14/2022	5,059.03	0000092204
061-0000-66700-00	Core & Main	510M 3WIRE INSIDE SET RADIO	06/14/2022	11,232.00	0000092153
061-0000-68500-00	IDEXX Distribution Inc.	Misc chemicals	06/14/2022	919.93	
061-0000-68500-00	Hawkins, Inc	2022 Liquid Chlorine for Water Division as per bid	06/14/2022	4,944.00	0000092074
061-0000-68500-00	IDEXX Distribution Inc.	Misc chemicals	06/14/2022	1,445.85	
Subtotal for Divison: 0000				84,188.53	
Subtotal for Fund 061				84,188.53	
067-0000-20101-00	NICHOLAS SEAVER	Refund Check 064206-000, 169 CEDAR AVE	06/01/2022	3.78	
067-0000-51000-00	Knox County Records Office	05/22 Laredo	06/14/2022	21.20	
067-0000-51000-00	SpringbrookSoftware LLC	05/22 CivicPay PayPad Transaction Fee	06/14/2022	68.38	
067-0000-51500-00	Sebis Direct Inc	04/22 UB printing costs	06/14/2022	388.70	
Subtotal for Divison: 0000				482.06	
Subtotal for Fund 067				482.06	
078-0000-51000-00	OSF Occupational Medicine	DOT driver physical - R Larson	06/14/2022	100.00	
078-0000-51000-00	OSF Occupational Medicine	DOT driver physical, drug screen, alcohol screen - T Nelson	06/14/2022	220.00	
078-0000-56535-00	OSF Occupational Medicine	Work Comp DOS 05/25/22 #P472997630	06/14/2022	213.34	
078-0000-56535-00	NES Michigan, Inc.	Work Comp DOS 08/13/21 #1143304-08132021	06/14/2022	594.46	
078-0000-56535-00	OSF Occupational Medicine	Work Comp DOS 05/20/22 #0014213700	06/14/2022	81.51	
078-0000-56535-00	Azer Clinic	Work Comp DOS 05/31/22 #ZACPAR	06/14/2022	270.03	
078-0000-56535-00	Azer Clinic	Work Comp DOS 06/02/22 #ZACPAR	06/14/2022	105.22	
078-0000-56535-00	Southeast Iowa Regional Medical Ce	Work Comp DOS 05/06/22 #051722270470174	06/14/2022	263.05	
078-0000-56597-00	Fears Fence Company	Alumi-Guard fencing	06/14/2022	1,730.00	
Subtotal for Divison: 0000				3,577.61	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 078				<u>3,577.61</u>	
091-0000-20102-00	Galesburg Sanitary Dist.	06/22 Sanitary Dist fees less 05/22 credit card processing fees	06/14/2022	-2,088.02	
091-0000-20102-00	Galesburg Sanitary Dist.	06/22 Sanitary District fees less 3% collection fee	06/14/2022	-15,300.92	
091-0000-20102-00	Galesburg Sanitary Dist.	06/22 Sanitary Dist fees less 03/22 & 04/22 postage for liens	06/14/2022	-2.02	
091-0000-20102-00	Galesburg Sanitary Dist.	06/22 Sanitary District fees less 03/22 & 04/22 lien fees	06/14/2022	-487.24	
091-0000-22003-00	Galesburg Sanitary Dist.	06/22 Sanitary District fees	06/14/2022	510,030.61	
Subtotal for Divison: 0000				<u>492,152.41</u>	
Subtotal for Fund 091				<u>492,152.41</u>	
Report Total:				<u>890,203.37</u>	

Advance Checks and ACH Payments as of 6/14/2022

Check Date	Check #	Vendor Name	Description	Account #	Amount
5/20/2022	0	Haley Stevenson	Non Safety Toe Boots	001-0605-67500	114.99
5/20/2022	0	John Seitz	Non Safety Toe Boots	001-0605-67500	236.00
6/2/2022	0	Getz Fire Equipment Co., Inc.	Vehicle system inspection service	030-0370-59300	352.45
6/2/2022	0	Getz Fire Equipment Co., Inc.	Vehicle system inspection service	030-0320-59300	352.45
6/2/2022	0	Knox County Collector	Property Tax - VL W 2246/2284 Promenade Ct	024-0000-84500	207.28
6/2/2022	0	Knox County Collector	Property Tax - NW Sec 19 Iyg SW I-74 & Iyg NE RR	024-0000-84500	7,423.66
6/2/2022	0	Knox County Collector	Property Tax - SE Sec 19 Iyg N RR & Iyg S I-74 (EX pt For Rd)	024-0000-84500	10,884.78
6/2/2022	0	Knox County Collector	Property Tax - W 1/2 NE Sec 19 Iyg S I-74 & pt Lot 5 Commission	024-0000-84500	2,043.38
6/2/2022	0	Knox County Collector	Property Tax - PT lot 6 Commissioners Sub Iyg SWI-74 E 1/2 NE	024-0000-84500	202.54
6/2/2022	0	Knox County Collector	Property Tax - VL NE corner S Seminary & Mulberry	024-0000-84500	557.74
6/2/2022	0	Knox County Collector	Property Tax - Lot 1 SW Sec 19 (Ex Pts for Rd)	024-0000-84500	1,008.18
6/2/2022	0	Knox County Collector	Property Tax - SW Sec 20 Iyg S I-74 & NW FA400 & N RR	024-0000-84500	1,816.54
6/2/2022	0	Knox County Collector	Property Tax - 13.38 Acs Iyg S & W of I-74 S1/2 SW	024-0000-84500	867.76
6/2/2022	0	IAEI-CILD	IAEI Meeting - Solar Pet Peeves - R Elsbury	001-0306-54500	20.00
6/2/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
6/2/2022	0	American Electric Power	04/22 Electricity	061-0000-52000	9,072.30
6/2/2022	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	262.85
6/2/2022	0	Bluefin Payment Systems	05/22 Pay Pad Processing Fees	067-0000-51000	417.86
6/2/2022	0	Bluefin Payment Systems	05/22 Pay Pad Processing Fees	001-0306-51000	32.13
6/2/2022	0	Bluefin Payment Systems	05/22 Pay Pad Processing Fees	061-0000-51000	835.68
6/2/2022	0	Bluefin Payment Systems	05/22 Pay Pad Processing Fees	001-0115-51000	163.37
6/2/2022	0	Bluefin Payment Systems	05/22 Pay Pad Processing Fees	001-0410-51000	32.13
6/2/2022	0	Bluefin Payment Systems	05/22 UB Webpayment Credit Card processing fee	067-0000-51000	1,179.18
6/2/2022	0	Bluefin Payment Systems	05/22 UB Webpayment Credit Card processing fee	061-0000-51000	2,358.36
6/2/2022	0	Haley Stevenson	Meals - Week 5 Basic Firefighter - Champaign, IL - H Stevenson	001-0000-10706	155.00
6/2/2022	96521	Knox County Records Office	Release 2 Property Maint Liens	001-0160-51300	63.00
6/2/2022	96522	Nicor Gas	04/22 Heat #14511554116	061-0000-52300	1,868.61
6/2/2022	96519	Ameren Illinois	05/22 Electricity #6235036022	030-0320-52000	258.06
6/2/2022	96520	FOSTERBURG FIRE PROTECTION DISTRICT	Refund - IFSI Academy housing for 7 weeks	001-0000-20101	912.35
6/2/2022	96519	Ameren Illinois	05/22 Heat #6235036022	030-0370-52300	466.61
6/2/2022	96519	Ameren Illinois	05/22 Electricity #6235036022	030-0370-52000	602.15
6/2/2022	96519	Ameren Illinois	05/22 Heat #6235036022	030-0320-52300	199.97
6/6/2022	0	Bank of Montreal	Comcast - 04/22 HD technology fee #20-29	021-0000-54000	9.95
6/6/2022	0	Bank of Montreal	Menards - gravel for hole in rear yard	030-0370-66000	3.99
6/6/2022	0	Bank of Montreal	Banners on the Cheap - Career Fair banner	001-0510-61000	76.17
6/6/2022	0	Bank of Montreal	Amazon - vacuum bags	019-1911-66000	9.19
6/6/2022	0	Bank of Montreal	Amazon - name plate for Jessica	019-1905-61000	11.48
6/6/2022	0	Bank of Montreal	Glenn's Radiator - alignment #162	001-0445-55500	89.95

6/6/2022	0	Bank of Montreal	Schulte Supply - marking paint, handheld marking applicators	061-0000-66000	603.51
6/6/2022	0	Bank of Montreal	Menards - leaf rakes	019-1975-65500	108.90
6/6/2022	0	Bank of Montreal	Day Break - gas for truck #153	061-0000-62510	125.20
6/6/2022	0	Bank of Montreal	Crown Awards - award	001-0550-67500	41.98
6/6/2022	0	Bank of Montreal	SP Lineman Supply - hydraulic pump repair kit	061-0000-66000	480.00
6/6/2022	0	Bank of Montreal	UPS - shipping of red dot	001-0510-53000	14.45
6/6/2022	0	Bank of Montreal	Walmart - floor/carpet sweeper, batteries	019-1910-66000	65.62
6/6/2022	0	Bank of Montreal	Walmart - plastic totes	019-1940-64000	24.96
6/6/2022	0	Bank of Montreal	Efoodcard - food handler certificate - C Mowrer	019-1920-54500	7.99
6/6/2022	0	Bank of Montreal	Holt Supply - 2 inch pipe parts	019-1920-66000	28.73
6/6/2022	0	Bank of Montreal	Lowes - materials to plant/water trees	019-1975-63500	180.38
6/6/2022	0	Bank of Montreal	Acushnet - golf balls for resale - to be refunded	019-1920-64000	289.21
6/6/2022	0	Bank of Montreal	S & S Industrial Supply - brake cleaner	001-0445-63000	59.80
6/6/2022	0	Bank of Montreal	Menards - wiring supplies	019-1920-65500	47.39
6/6/2022	0	Bank of Montreal	Hy Vee - 22-01 kitchen supplies	021-0000-68000	34.74
6/6/2022	0	Bank of Montreal	US Cellular - 03/22 Service	061-0000-20102	344.57
6/6/2022	0	Bank of Montreal	Comcast - 04/22 cable	001-0630-54000	17.00
6/6/2022	0	Bank of Montreal	US Cellular - 03/22 Service	001-0000-20102	34.83
6/6/2022	0	Bank of Montreal	Walmart - filters	061-0000-83100	920.32
6/6/2022	0	Bank of Montreal	Comcast - 04/22 Internet	001-0205-54000	30.00
6/6/2022	0	Bank of Montreal	Lowes - washers	019-1950-65500	2.92
6/6/2022	0	Bank of Montreal	Facebook - police recruitment advertising	001-0505-51500	10.00
6/6/2022	0	Bank of Montreal	Tri Air Testing - air testing	001-0605-55500	1,695.00
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	019-0000-20102	178.95
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	067-0000-20102	31.39
6/6/2022	0	Bank of Montreal	Menards - element for water heater	019-1965-65500	9.99
6/6/2022	0	Bank of Montreal	People's - fuel, oil	001-0605-65500	28.96
6/6/2022	0	Bank of Montreal	Wilson Paper Co - cleaning supplies	030-0320-65000	281.12
6/6/2022	0	Bank of Montreal	Efoodcard - food handler certificate - D Hepner	019-1920-54500	7.99
6/6/2022	0	Bank of Montreal	The UPS Store - freight - metal detector repair	061-0000-53500	15.65
6/6/2022	0	Bank of Montreal	Walmart - breakfast sandwiches	019-1920-64125	32.94
6/6/2022	0	Bank of Montreal	Farm King - garden seeds	019-1940-64000	3.78
6/6/2022	0	Bank of Montreal	Todoist Pro Monthly - Todoist Pro subscription	001-0110-55000	4.00
6/6/2022	0	Bank of Montreal	Police Records Mgmt - Police Records Mgmt Training - LaFollette	001-0550-54500	159.00
6/6/2022	0	Bank of Montreal	Hy Vee - hot dog buns	019-1920-64125	17.94
6/6/2022	0	Bank of Montreal	Sling - timeclock & scheduling app	019-1905-55800	113.39
6/6/2022	0	Bank of Montreal	Police Records Mgmt - Police Records Mgmt Training - Helms	001-0550-54500	159.00
6/6/2022	0	Bank of Montreal	Amazon - decor and cards for employee appreciation week	001-0550-61000	46.95
6/6/2022	0	Bank of Montreal	Menards - sump pump, extension cord, check valve, tow strap	019-1920-66500	145.75
6/6/2022	0	Bank of Montreal	04/22 CC Charges - ETSB	001-0000-10407	854.02
6/6/2022	0	Bank of Montreal	Lowes - trash grabbers	019-1965-66500	37.96

6/6/2022	0	Bank of Montreal	R&B Productions Inc - APWA IL Conference - W Carl	001-0410-54500	150.00
6/6/2022	0	Bank of Montreal	Walmart - water for area wide intelligence meeting	001-0510-58500	5.36
6/6/2022	0	Bank of Montreal	Amazon - mini notebooks for patrol	001-0510-61000	29.98
6/6/2022	0	Bank of Montreal	Galesburg Electric - light bulbs	061-0000-66000	17.64
6/6/2022	0	Bank of Montreal	Mixer & Plant Parts - inversion valve #52	001-0605-62500	283.40
6/6/2022	0	Bank of Montreal	Menards - pad lock, tool caddy	019-1975-66500	27.98
6/6/2022	0	Bank of Montreal	DoubleTree Hotel - lodging for TIF Conf - S Gugliotta	001-0305-54500	131.10
6/6/2022	0	Bank of Montreal	Scott Equipment - gas blower	019-1920-66500	659.99
6/6/2022	0	Bank of Montreal	Eastern IL University - 01/23 - 04/23 IMTA dues - G Osborn	001-0000-10701	33.33
6/6/2022	0	Bank of Montreal	Menards - hardware for kitchen remodel	001-0605-66000	109.04
6/6/2022	0	Bank of Montreal	Sprouts Inn - meal for Quincy trip - fleet check	030-0370-54500	69.10
6/6/2022	0	Bank of Montreal	Menards - driver bits, phillips driver	019-1920-66500	15.93
6/6/2022	0	Bank of Montreal	Walmart - misc supplies	019-1920-65500	2.96
6/6/2022	0	Bank of Montreal	FreshDesk - MIS HelpDesk support system	001-0207-55800	87.00
6/6/2022	0	Bank of Montreal	Chamber of Commerce - Elected Official Luncheon - Carl	001-0401-54500	20.00
6/6/2022	0	Bank of Montreal	Menards - super glue	030-0370-66500	6.99
6/6/2022	0	Bank of Montreal	Verizon Wireless - 03/22 Service	016-0000-20102	1.71
6/6/2022	0	Bank of Montreal	Day Break - fuel for #168, gas for #153	061-0000-62510	243.21
6/6/2022	0	Bank of Montreal	Titanium - Chambers monitor - S Gugliotta	001-0207-61700	162.64
6/6/2022	0	Bank of Montreal	Amazon - AV system ear piece for in room communications	001-0207-61700	21.50
6/6/2022	0	Bank of Montreal	Amazon - level & tool tripod	001-0410-66500	223.76
6/6/2022	0	Bank of Montreal	Vista Print - advertising	019-1905-51500	302.49
6/6/2022	0	Bank of Montreal	C & H Repair - tape measures	061-0000-66500	47.50
6/6/2022	0	Bank of Montreal	Farm King - gaskets, 12 volt adapters	019-1920-65500	42.05
6/6/2022	0	Bank of Montreal	Little Caesars - main break meal	061-0000-68000	30.82
6/6/2022	0	Bank of Montreal	Pekin Insurance - 05/22 Life insurance premiums	001-0605-47500	118.80
6/6/2022	0	Bank of Montreal	Amazon - paper bags for evidence/property	001-0510-67500	17.62
6/6/2022	0	Bank of Montreal	IPEA - continued education class	001-0306-54500	90.00
6/6/2022	0	Bank of Montreal	Amazon - gift bags for employee appreciation week	001-0550-61000	34.58
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #120	001-0450-55500	20.00
6/6/2022	0	Bank of Montreal	Lowes - mop head, floor cleaner	019-1965-65000	18.56
6/6/2022	0	Bank of Montreal	Lieber's Boxcar Express - lunch for area wide intelligence mtg	001-0510-58500	180.00
6/6/2022	0	Bank of Montreal	AC McCartney - blades #356	020-0000-62500	72.39
6/6/2022	0	Bank of Montreal	Advance Auto Parts - epoxy, fuel filter, oil filter, spark plug	001-0450-65500	21.96
6/6/2022	0	Bank of Montreal	Hy Vee - hot dog buns	019-1920-64125	19.74
6/6/2022	0	Bank of Montreal	Amazon - paper bags for evidence/property	001-0510-67500	99.99
6/6/2022	0	Bank of Montreal	Amazon - glow in the dark egg hunt supplies	019-1940-64000	120.71
6/6/2022	0	Bank of Montreal	Menards - hooks for van keys	030-0320-66000	6.38
6/6/2022	0	Bank of Montreal	The Parts House - couplings, coupling plugs	001-0450-65500	155.86
6/6/2022	0	Bank of Montreal	Lowes - bushing	001-0450-65500	6.76
6/6/2022	0	Bank of Montreal	Amazon - closed for cleaning sign	019-1935-65000	21.55

6/6/2022	0	Bank of Montreal	Walmart - misc supplies	019-1920-65500	20.86
6/6/2022	0	Bank of Montreal	Verizon Wireless - 03/22 Service	019-0000-20102	153.75
6/6/2022	0	Bank of Montreal	Menards - materials to plant/water trees	019-1975-63500	299.31
6/6/2022	0	Bank of Montreal	Town Talk - clothes for resale	019-1920-64000	388.24
6/6/2022	0	Bank of Montreal	Menards - washers	019-1950-65500	4.96
6/6/2022	0	Bank of Montreal	Lands End - staff shirts	001-0000-10407	155.78
6/6/2022	0	Bank of Montreal	US Cellular - 03/22 Service	019-0000-20102	69.66
6/6/2022	0	Bank of Montreal	Lowes - cabinet	001-0450-66000	49.17
6/6/2022	0	Bank of Montreal	Hy Vee - hot dog supplies	019-1920-64125	5.98
6/6/2022	0	Bank of Montreal	Harvey Bros - starter #144	019-1975-62500	195.00
6/6/2022	0	Bank of Montreal	Hy Vee - 22-01 kitchen supplies	021-0000-68000	70.84
6/6/2022	0	Bank of Montreal	Menards - 2 inch pipe parts, sealant, striping paint	019-1920-66000	89.40
6/6/2022	0	Bank of Montreal	Jugs - additional refund of sales tax	019-1945-65500	(0.35)
6/6/2022	0	Bank of Montreal	Advanced Technology - trigger	001-0445-66500	35.67
6/6/2022	0	Bank of Montreal	Amazon - decor for employee appreciation week	001-0550-61000	27.98
6/6/2022	0	Bank of Montreal	Lowes - laser level, laser measuring tape	001-0450-66500	97.94
6/6/2022	0	Bank of Montreal	Lowes - batteries	019-1945-65500	3.97
6/6/2022	0	Bank of Montreal	Lowes - mailbox repair materials	014-0000-66000	154.14
6/6/2022	0	Bank of Montreal	Lowes - batteries, pliers	061-0000-66500	82.95
6/6/2022	0	Bank of Montreal	AWWA - 03/22 - 12/22 membership - R Fielder	061-0000-55000	70.83
6/6/2022	0	Bank of Montreal	ComplianceSigns.com - stencils	019-1915-65500	120.30
6/6/2022	0	Bank of Montreal	Lowes - pipe fittings	019-1920-66000	20.12
6/6/2022	0	Bank of Montreal	Lowes - wedges	019-1915-65500	9.12
6/6/2022	0	Bank of Montreal	PayPal JookSMS - 04/22 mass texting service	078-0000-55800	100.00
6/6/2022	0	Bank of Montreal	Ebay - pressure sensor #142	001-0450-62500	15.59
6/6/2022	0	Bank of Montreal	Amazon - chocolate for employee appreciation week	001-0550-68000	39.89
6/6/2022	0	Bank of Montreal	Valley Distribution - core charge	001-0445-55500	40.00
6/6/2022	0	Bank of Montreal	Jimmys Pizza - pizza for 2nd shift	001-0550-68000	56.21
6/6/2022	0	Bank of Montreal	Amazon - food for employee appreciation week	001-0550-68000	81.46
6/6/2022	0	Bank of Montreal	Amazon - portable space heater	001-0115-61000	31.99
6/6/2022	0	Bank of Montreal	Lowes - safe	019-1925-66000	220.48
6/6/2022	0	Bank of Montreal	4Imprint - reusable cups for water park	019-1950-64125	318.27
6/6/2022	0	Bank of Montreal	USA BlueBook - hydrant extension kit	061-0000-66000	439.95
6/6/2022	0	Bank of Montreal	Casey's Pizza - department GFOA award breakfast	001-0205-68000	26.56
6/6/2022	0	Bank of Montreal	Chamber of Commerce - Elected Official Luncheon - S Gugliotta	001-0305-54500	20.00
6/6/2022	0	Bank of Montreal	Register Mail - 04/22 - 12/22 subscription 22-02	021-0000-55000	226.20
6/6/2022	0	Bank of Montreal	NES Inc - online Clandestine recertification - Winbigler	001-0510-54500	199.00
6/6/2022	0	Bank of Montreal	AWWA - 01/23 - 04/23 membership	061-0000-10701	28.33
6/6/2022	0	Bank of Montreal	AC McCartney - fuel filter #520	019-1915-62500	23.13
6/6/2022	0	Bank of Montreal	04/22 CC Charges - Library	001-0000-10407	8,048.15
6/6/2022	0	Bank of Montreal	Office Specialists - banners incorrectly charged	030-0000-10407	1,304.03

6/6/2022	0	Bank of Montreal	Amazon - labels	001-0306-61000	42.30
6/6/2022	0	Bank of Montreal	Menards - paint, hose washers	019-1920-66000	8.96
6/6/2022	0	Bank of Montreal	Dave's Auto Body - settlement of auto loss claim - L Sparks	078-0000-56597	3,452.19
6/6/2022	0	Bank of Montreal	AirGas - welding rod	001-0445-63000	87.35
6/6/2022	0	Bank of Montreal	Amazon - piston rod replacement - Water Park	019-1950-66000	80.75
6/6/2022	0	Bank of Montreal	Menards - mulch	019-1965-63500	124.50
6/6/2022	0	Bank of Montreal	Amazon - adding machine tape	001-0205-61000	25.67
6/6/2022	0	Bank of Montreal	Menards - hardware return	001-0605-66000	(33.51)
6/6/2022	0	Bank of Montreal	Casey's - gas for seminar trip	019-1920-54500	46.32
6/6/2022	0	Bank of Montreal	Amazon - laminating pouches	019-1945-64000	30.36
6/6/2022	0	Bank of Montreal	CDWg - monitor - Galesburg water plant	061-0000-61700	260.39
6/6/2022	0	Bank of Montreal	Menards - hitch for new ford	019-1915-65500	139.97
6/6/2022	0	Bank of Montreal	Connor Co - saw blades	061-0000-66500	78.87
6/6/2022	0	Bank of Montreal	Amazon - gloves	030-0370-67500	44.90
6/6/2022	0	Bank of Montreal	Sexton Ford - seal #400	001-0306-62500	34.73
6/6/2022	0	Bank of Montreal	DynDNS.com - 1 month DYN Standard DNS renewal	001-0207-55800	5.00
6/6/2022	0	Bank of Montreal	Five Below - Fishing Derby prizes	019-1940-64000	192.00
6/6/2022	0	Bank of Montreal	Menards - peroxide, cotton squares, alcohol swabs	019-1920-67500	6.18
6/6/2022	0	Bank of Montreal	MTC Communications - Water Treatment Plant internet	061-0000-54000	223.90
6/6/2022	0	Bank of Montreal	Menards - striper, punch sets, utility knife, broom, shrub rake	019-1920-66500	154.63
6/6/2022	0	Bank of Montreal	Hy Vee - 22-01 kitchen supplies	021-0000-68000	62.14
6/6/2022	0	Bank of Montreal	Uline - paper cutter for Rec office	019-1905-61000	234.81
6/6/2022	0	Bank of Montreal	Amazon - decorations for employee appreciation week	001-0550-61000	6.89
6/6/2022	0	Bank of Montreal	RP Lumber - door handle	019-1915-66000	16.78
6/6/2022	0	Bank of Montreal	Lowes - storage tote	061-0000-66500	14.98
6/6/2022	0	Bank of Montreal	S & S Industrial Supply - brake cleaner	001-0445-63000	59.80
6/6/2022	0	Bank of Montreal	Walmart - plastic totes	019-1940-64125	62.40
6/6/2022	0	Bank of Montreal	Amazon - badminton set	019-1940-64000	19.99
6/6/2022	0	Bank of Montreal	Lock and Key Shop - keys for campground garage door	019-1925-66000	15.00
6/6/2022	0	Bank of Montreal	Holt Supply - vacuum breaker, o-rings	019-1945-65500	39.28
6/6/2022	0	Bank of Montreal	Lands End - staff shirts	001-0000-10407	47.94
6/6/2022	0	Bank of Montreal	Amazon - thermal paper for e-citations	001-0510-55500	67.95
6/6/2022	0	Bank of Montreal	Comcast - 04/22 Internet	001-0207-54000	454.85
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #583	019-1965-55500	12.00
6/6/2022	0	Bank of Montreal	AC McCartney - gauge wheel #520	019-1915-62500	221.96
6/6/2022	0	Bank of Montreal	Verizon Wireless - 03/22 Service	061-0000-20102	25.11
6/6/2022	0	Bank of Montreal	EMP - misc medical supplies	001-0605-68600	14.95
6/6/2022	0	Bank of Montreal	Menards - sunflower, gloves	019-1940-66000	8.61
6/6/2022	0	Bank of Montreal	TLO Trans Union - 03/22 - 12/22 TLO Program subscription	001-0510-55800	80.77
6/6/2022	0	Bank of Montreal	Lowes - materials to plant/water trees	019-1975-63500	18.56
6/6/2022	0	Bank of Montreal	Martin Tractor - mower tune up kit	001-0605-65500	50.26

6/6/2022	0	Bank of Montreal	Verizon Wireless - 03/22 Service - Command Vehicle	001-0000-20102	5.13
6/6/2022	0	Bank of Montreal	Comcast - 04/22 cable	001-0510-54000	19.90
6/6/2022	0	Bank of Montreal	Holt Supply - flange gaskets	019-1920-66000	29.68
6/6/2022	0	Bank of Montreal	Black Clover - clothes for resale	019-1920-64000	71.96
6/6/2022	0	Bank of Montreal	Amazon - paper puncher	019-1940-64000	15.99
6/6/2022	0	Bank of Montreal	SurveyMonkey - 05/22 - 12/22 survey services	001-0120-51000	256.00
6/6/2022	0	Bank of Montreal	DynDNS.com - 1 month managed DNS Express 5 renewal	001-0207-55800	24.00
6/6/2022	0	Bank of Montreal	Dollar Tree - Fishing Derby prizes	019-1940-64000	65.00
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	001-0000-20102	2,436.14
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	061-0000-20102	337.18
6/6/2022	0	Bank of Montreal	Hy Vee - 22-01 kitchen supplies	021-0000-68000	92.93
6/6/2022	0	Bank of Montreal	Amazon - pizza prep supplies	019-1950-64125	24.76
6/6/2022	0	Bank of Montreal	Facebook - police recruitment advertising	001-0505-51500	10.00
6/6/2022	0	Bank of Montreal	Farm King - tordon herbicide	019-1920-63500	51.98
6/6/2022	0	Bank of Montreal	UPS Store - shipping	001-0445-53000	11.22
6/6/2022	0	Bank of Montreal	Menards - hooks for bus keys	030-0370-66000	19.14
6/6/2022	0	Bank of Montreal	Big Lots - Fishing Derby prizes	019-1940-64000	440.40
6/6/2022	0	Bank of Montreal	USA BlueBook - multigas detector filters, sensor, cylinders	061-0000-65500	635.65
6/6/2022	0	Bank of Montreal	Sherwin Williams - paint for PSB building	019-1911-66000	224.14
6/6/2022	0	Bank of Montreal	Wristband - wristbands	019-1950-64000	120.00
6/6/2022	0	Bank of Montreal	Lowes - door handle - Greda building	019-1915-66000	39.97
6/6/2022	0	Bank of Montreal	Holt Supply - check valve, nipple	019-1920-66000	89.31
6/6/2022	0	Bank of Montreal	Menards - bathroom supplies for campground	019-1925-65000	117.95
6/6/2022	0	Bank of Montreal	Snap On - batteries	001-0445-66500	407.98
6/6/2022	0	Bank of Montreal	Vistaprint - Mobile playground truck banner	019-1940-64000	229.99
6/6/2022	0	Bank of Montreal	Acushnet - golf balls for resale	019-1920-64000	82.48
6/6/2022	0	Bank of Montreal	Chamber of Commerce - Elected Official Luncheon - Hovind	001-0605-54500	20.00
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #125	018-0000-55500	12.00
6/6/2022	0	Bank of Montreal	Microsoft.com - Township Office365 licenses - RCabrera, SSchafer	001-0000-10407	53.70
6/6/2022	0	Bank of Montreal	Grainger - o-rings	019-1950-65500	3.45
6/6/2022	0	Bank of Montreal	Caseys Pizza - pizza for 3rd shift	001-0550-68000	43.20
6/6/2022	0	Bank of Montreal	People's - plumbing - Brooks	001-0605-66000	31.31
6/6/2022	0	Bank of Montreal	Amazon - hot dog bun holder	019-1920-66500	39.68
6/6/2022	0	Bank of Montreal	Lowes - boiler drain	019-1925-66000	8.98
6/6/2022	0	Bank of Montreal	Amazon - transmission jack	013-0000-65500	4,196.89
6/6/2022	0	Bank of Montreal	Holt Supply - galvanized nipples, brass cap	061-0000-66000	78.92
6/6/2022	0	Bank of Montreal	IL Fire & Police Comm Assoc - Spring Seminar - Peters	001-0505-54500	375.00
6/6/2022	0	Bank of Montreal	Cooks & Company - flowers for retirees in hospital	001-0605-58500	63.00
6/6/2022	0	Bank of Montreal	Menards - power washer, garden hose	019-1925-66000	133.69
6/6/2022	0	Bank of Montreal	USA BlueBook - lab supplies	061-0000-68500	298.67
6/6/2022	0	Bank of Montreal	Amazon - sales tax to be refunded	019-0000-10407	3.47

6/6/2022	0	Bank of Montreal	Black Clover - refund of double payment	019-1920-64000	(71.96)
6/6/2022	0	Bank of Montreal	Menards - air compressor, hose, attachments	019-1925-66000	170.96
6/6/2022	0	Bank of Montreal	Facebook - police recruitment advertising	001-0505-51500	15.00
6/6/2022	0	Bank of Montreal	SHI - 25 additional Symantec Antivirus licenses	001-0207-55800	250.00
6/6/2022	0	Bank of Montreal	Carl Sandburg College - 05/22 food manager cert class - K Osborn	019-1940-54500	145.00
6/6/2022	0	Bank of Montreal	Facebook - ads	019-1905-51500	656.29
6/6/2022	0	Bank of Montreal	Little Caesars - pizza for staff	019-1940-64000	35.94
6/6/2022	0	Bank of Montreal	Jugs - refund of sales tax	019-0000-10407	(5.67)
6/6/2022	0	Bank of Montreal	Menards - screws, paint, spray paint, bolts	001-0450-66500	130.92
6/6/2022	0	Bank of Montreal	Menards - materials to protect motor for storage	061-0000-66000	42.95
6/6/2022	0	Bank of Montreal	Holt Supply - sloan valve repair parts	019-1915-65500	58.26
6/6/2022	0	Bank of Montreal	Menards - chain for kayak launch	019-1950-65500	47.97
6/6/2022	0	Bank of Montreal	Menards - hole saw - Brooks	001-0605-66500	7.38
6/6/2022	0	Bank of Montreal	Acushnet - golf balls for resale	019-1920-64000	65.90
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #125	018-0000-55500	17.00
6/6/2022	0	Bank of Montreal	Advance Auto Parts - spark plugs, lubricant	001-0450-65500	11.51
6/6/2022	0	Bank of Montreal	AWWA - 05/22 - 12/22 membership - J Brown	061-0000-55000	56.67
6/6/2022	0	Bank of Montreal	Lowes - wood	019-1920-66000	16.56
6/6/2022	0	Bank of Montreal	Lowes - torch kit, propane cylinder	019-1915-66500	49.94
6/6/2022	0	Bank of Montreal	Amazon - blue certificates	001-0115-61000	43.03
6/6/2022	0	Bank of Montreal	AC McCartney - filter #356	020-0000-62500	33.01
6/6/2022	0	Bank of Montreal	Menards - rope for awning	019-1925-66000	3.49
6/6/2022	0	Bank of Montreal	Efoodcard - food handler certificate - T Lowe	019-1920-54500	7.99
6/6/2022	0	Bank of Montreal	EMP - misc medical supplies	001-0605-68600	182.74
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #561	019-1920-55500	10.00
6/6/2022	0	Bank of Montreal	Happy Joes - pizza for day shift	001-0550-68000	161.77
6/6/2022	0	Bank of Montreal	Sexton Ford - motor mount #400	001-0306-62500	100.50
6/6/2022	0	Bank of Montreal	AWWA - Training seminar - J Brown	061-0000-54500	48.00
6/6/2022	0	Bank of Montreal	The Lifeguard Store - pocket masks	019-1940-64000	193.75
6/6/2022	0	Bank of Montreal	Amazon - concessions training tools	019-1950-64125	25.98
6/6/2022	0	Bank of Montreal	Lowes - lumber for forms	014-0000-66000	110.40
6/6/2022	0	Bank of Montreal	Lowes - bungee cords	019-1920-65500	20.92
6/6/2022	0	Bank of Montreal	Galesburg Electric - light bulbs	019-1910-66000	31.90
6/6/2022	0	Bank of Montreal	AirGas - welding rod	001-0445-63000	258.50
6/6/2022	0	Bank of Montreal	Menards - refund of sales tax	019-0000-10407	(9.53)
6/6/2022	0	Bank of Montreal	AC McCartney - spacer #523	019-1915-62500	298.26
6/6/2022	0	Bank of Montreal	Menards - helmet, chaps, nitrile gloves	019-1920-67500	113.95
6/6/2022	0	Bank of Montreal	Sherwin Williams - sales tax to be refunded	019-0000-10407	19.61
6/6/2022	0	Bank of Montreal	Black Clover - misc apparel	019-1920-64000	1,708.48
6/6/2022	0	Bank of Montreal	Pekin Insurance - 05/22 Life insurance premiums	001-0510-47500	105.60
6/6/2022	0	Bank of Montreal	Autozone - vehicle cleaning brushes	001-0605-65500	51.96

6/6/2022	0	Bank of Montreal	AC McCartney - blades #356	020-0000-62500	121.65
6/6/2022	0	Bank of Montreal	Amazon - 8 golf push carts	019-1920-66500	1,032.00
6/6/2022	0	Bank of Montreal	Lee Bros Welding - metal deck plate	019-1915-66000	29.69
6/6/2022	0	Bank of Montreal	Acushnet - golf balls for resale	019-1920-64000	127.36
6/6/2022	0	Bank of Montreal	Comcast - 04/22 Internet	019-1965-54000	62.95
6/6/2022	0	Bank of Montreal	Farm King - farm clevis	001-0450-65500	30.38
6/6/2022	0	Bank of Montreal	Fastenal - gloves, safety glasses	019-1975-67500	80.41
6/6/2022	0	Bank of Montreal	Menards - materials to plant/water trees	019-1975-63500	29.28
6/6/2022	0	Bank of Montreal	Amazon - labels	001-0410-61000	14.11
6/6/2022	0	Bank of Montreal	People's - bolts for playground equipment	019-1915-65500	35.81
6/6/2022	0	Bank of Montreal	Titanium - Chambers thin client - S Gugliotta	001-0207-61700	344.27
6/6/2022	0	Bank of Montreal	Airgas - compressed oxygen	001-0450-65000	55.61
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #525	019-1915-55500	14.00
6/6/2022	0	Bank of Montreal	Menards - coupling, pvc pipe, cleanout adapter	061-0000-66000	47.71
6/6/2022	0	Bank of Montreal	AWWA - training - M Mackey	061-0000-54500	48.00
6/6/2022	0	Bank of Montreal	Amazon - sanitary napkins receptacle liners	001-0510-61000	38.50
6/6/2022	0	Bank of Montreal	Amazon - locker hooking tools	019-1940-64000	59.70
6/6/2022	0	Bank of Montreal	AWWA - 01/23 - 02/23 membership - R Fielder	061-0000-10701	14.17
6/6/2022	0	Bank of Montreal	TLO Trans Union - 01/23 - 03/23 TLO Program subscription	001-0000-10701	24.23
6/6/2022	0	Bank of Montreal	Acushnet - golf balls for resale	019-1920-64000	289.21
6/6/2022	0	Bank of Montreal	Amazon - ipad charger	019-1960-64000	9.09
6/6/2022	0	Bank of Montreal	Office Specialists - credit for banners incorrectly charged	030-0000-10407	(1,275.00)
6/6/2022	0	Bank of Montreal	Hilton Head - Little Miss Hits Training - Meredith	019-1940-54500	97.00
6/6/2022	0	Bank of Montreal	Amazon - 4 tape measures	001-0410-66500	74.96
6/6/2022	0	Bank of Montreal	Ameren Illinois - 03/22 Service	001-0000-20102	36.01
6/6/2022	0	Bank of Montreal	Comcast - 04/22 AV room cable	001-0207-54000	5.99
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	078-0000-20102	54.83
6/6/2022	0	Bank of Montreal	Menards - hardware to hang cabinets	001-0605-66000	58.07
6/6/2022	0	Bank of Montreal	Lowes - linoleum knives	001-0450-66500	13.96
6/6/2022	0	Bank of Montreal	Amazon - presentation binders for new hires	001-0510-61000	45.80
6/6/2022	0	Bank of Montreal	Frontier Communications - Water Treatment Plant phone & internet	061-0000-54000	324.77
6/6/2022	0	Bank of Montreal	Hy Vee - gas for saws	019-1975-62510	25.78
6/6/2022	0	Bank of Montreal	IL Fire & Police Comm Assoc - Spring Seminar - Fulton	001-0505-54500	375.00
6/6/2022	0	Bank of Montreal	Amazon - paper bags for evidence/property	001-0510-67500	49.95
6/6/2022	0	Bank of Montreal	JensenIT - UPS replacement batteries	061-0000-61700	1,872.54
6/6/2022	0	Bank of Montreal	Amazon - screen filters	001-0115-61000	79.98
6/6/2022	0	Bank of Montreal	Facebook - police recruitment advertising	001-0505-51500	10.00
6/6/2022	0	Bank of Montreal	UPS - order return to Ray OHerron	001-0510-53000	14.79
6/6/2022	0	Bank of Montreal	Paypal JookSMS - 03/22 mass texting service	078-0000-55800	100.00
6/6/2022	0	Bank of Montreal	Chicago Tribune - 04/22 subscription	001-0110-55000	15.96
6/6/2022	0	Bank of Montreal	LexisNexis - legal research subscription	001-0145-55800	86.52

6/6/2022	0	Bank of Montreal	Menards - rakes, loppers, pruner - Nature Programs	019-1940-66000	94.93
6/6/2022	0	Bank of Montreal	Hy Vee - hot dog buns, ketchup, relish, pickles, olives	019-1920-64125	42.09
6/6/2022	0	Bank of Montreal	Walmart - batteries for clocks	019-1920-65500	12.57
6/6/2022	0	Bank of Montreal	Menards - mulch	019-1965-63500	66.30
6/6/2022	0	Bank of Montreal	Amazon - plastic forks	001-0510-61000	59.00
6/6/2022	0	Bank of Montreal	Amazon - award certificate paper	001-0115-61000	59.95
6/6/2022	0	Bank of Montreal	Vista Print - advertising refund	019-1905-51500	(151.97)
6/6/2022	0	Bank of Montreal	Menards - bathroom vent in shop cover	019-1915-66000	9.99
6/6/2022	0	Bank of Montreal	The UPS Store - shipping for golf camera repair	019-1920-53000	51.83
6/6/2022	0	Bank of Montreal	Menards - vehicle wax	001-0605-65500	29.96
6/6/2022	0	Bank of Montreal	Facebook - police recruitment advertising	001-0505-51500	15.00
6/6/2022	0	Bank of Montreal	SHI - receipt printer - front counter	001-0207-61700	325.00
6/6/2022	0	Bank of Montreal	Matco - shop tools	030-0370-66500	755.62
6/6/2022	0	Bank of Montreal	ITSavvy - external mic for Street building camera	001-0450-66500	146.36
6/6/2022	0	Bank of Montreal	Menards - tool caddy, cable cutters	019-1975-66500	40.98
6/6/2022	0	Bank of Montreal	Chmbr of Com - Elected Official - Hix, Davis, Smith, Dennis, Cox	001-0105-54500	100.00
6/6/2022	0	Bank of Montreal	Lowes - washers	019-1950-65500	5.84
6/6/2022	0	Bank of Montreal	Agri Supply - blades #583	019-1965-62500	166.91
6/6/2022	0	Bank of Montreal	Valley Distribution - oil	001-0000-10801	1,535.90
6/6/2022	0	Bank of Montreal	Acushnet - shoes for resale	019-1920-64000	607.03
6/6/2022	0	Bank of Montreal	Lands End - staff shirts	001-0205-61000	23.97
6/6/2022	0	Bank of Montreal	Walmart - ceiling paint, primer	019-1910-66000	12.77
6/6/2022	0	Bank of Montreal	Office Specialists - ink for printer	019-1965-61000	45.13
6/6/2022	0	Bank of Montreal	Inquirehire - background check MW	078-0000-51000	58.00
6/6/2022	0	Bank of Montreal	Hy Vee - chips for Masters pool	019-1920-64125	29.97
6/6/2022	0	Bank of Montreal	Gill Porter - replacement part for volleyball wench	019-1945-65500	464.50
6/6/2022	0	Bank of Montreal	Tractor Supply - materials to plant/water trees	019-1975-63500	16.99
6/6/2022	0	Bank of Montreal	Comcast - 04/22 IDOT modem	001-0000-10407	111.85
6/6/2022	0	Bank of Montreal	Amazon - sales tax to be refunded	001-0000-10407	5.25
6/6/2022	0	Bank of Montreal	Kaser Power Equipment - muffler #581	020-0000-62500	112.56
6/6/2022	0	Bank of Montreal	Amazon - monitor stand	001-0605-61700	131.98
6/6/2022	0	Bank of Montreal	Menards - folding cart	019-1945-66500	41.99
6/6/2022	0	Bank of Montreal	Farm King - cable puller	001-0445-66500	52.09
6/6/2022	0	Bank of Montreal	Hampton Inn - lodging - ILCMA Conference	001-0110-54500	356.16
6/6/2022	0	Bank of Montreal	Farm King - bulk fasteners	019-1920-66000	3.11
6/6/2022	0	Bank of Montreal	Sling Online Scheduling - online scheduling software	001-0510-55000	51.74
6/6/2022	0	Bank of Montreal	Lowes - materials to plant/water trees	019-1975-63500	75.42
6/6/2022	0	Bank of Montreal	Illinois Tollway - tolls for training travel	001-0510-54500	30.30
6/6/2022	0	Bank of Montreal	CDWg - replacement signature pad for front counter	001-0207-61700	564.78
6/6/2022	0	Bank of Montreal	People's - plumbing - Brooks	001-0605-66000	17.98
6/6/2022	0	Bank of Montreal	AC McCartney - tach sensor #356	020-0000-62500	74.21

6/6/2022	0	Bank of Montreal	Lowes - lumber for forms	014-0000-66000	124.10
6/6/2022	0	Bank of Montreal	CDWg - UPS replacement - J McNaught	001-0450-61700	407.47
6/6/2022	0	Bank of Montreal	Hy Vee - hot dog buns	019-1920-64125	11.96
6/6/2022	0	Bank of Montreal	Walmart - candy, supplies, flashlights	019-1940-64000	79.27
6/6/2022	0	Bank of Montreal	Hy Vee - 22-01 kitchen supplies	021-0000-68000	106.75
6/6/2022	0	Bank of Montreal	Walmart - hot dog buns, breakfast sandwiches	019-1920-64125	29.70
6/6/2022	0	Bank of Montreal	Titleist - clothes for resale	019-1920-64000	50.43
6/6/2022	0	Bank of Montreal	Chicago Tribune - 03/22 subscription	001-0110-55000	15.96
6/6/2022	0	Bank of Montreal	Farm King - fasteners, gasket washer	019-1920-66000	36.54
6/6/2022	0	Bank of Montreal	Big Lots - Fishing Derby prizes	019-1940-64000	216.80
6/6/2022	0	Bank of Montreal	Vista Print - advertising refund	019-1905-51500	(55.72)
6/6/2022	0	Bank of Montreal	Menards - sales tax to be refunded	019-0000-10407	9.53
6/6/2022	0	Bank of Montreal	Farm King - bearings, pistol hoses	001-0450-65000	78.16
6/6/2022	0	Bank of Montreal	Walmart - Easter egg hunt supplies	019-1940-64000	337.20
6/6/2022	0	Bank of Montreal	SupplyHouse.com - gaskets, packing material	019-1915-65500	73.51
6/6/2022	0	Bank of Montreal	Midstate - filter cleaning #522	019-1915-55500	17.00
6/6/2022	0	Bank of Montreal	American Planning Assoc ISS - Spring training conf - S Gugliotta	001-0305-54500	75.89
6/6/2022	0	Bank of Montreal	AT&T - wireless connection for squad	001-0510-54500	26.91
6/6/2022	0	Bank of Montreal	Real Wheels - cover #52	001-0605-62500	43.71
6/6/2022	0	Bank of Montreal	UPS Store - shipping core return #550	019-1920-53000	13.37
6/6/2022	0	Bank of Montreal	Carl Sandburg College - food manager class - B Luedtke	019-1920-54500	145.00
6/6/2022	0	Bank of Montreal	Vista Print - advertising refund	019-1905-51500	(55.72)
6/6/2022	0	Bank of Montreal	KC Store Fixtures - Golf Shop materials	019-1920-66000	58.62
6/6/2022	0	Bank of Montreal	Efoodcard - food handler certificate - K Smith	019-1920-54500	7.99
6/6/2022	0	Bank of Montreal	USA BlueBook - multigas detector filter	061-0000-65500	32.95
6/6/2022	0	Bank of Montreal	RLI Insurance Confirmation - notary - L Mings	001-0510-57000	30.00
6/6/2022	0	Bank of Montreal	Black Clover - clothes for resale	019-1920-64000	206.91
6/6/2022	0	Bank of Montreal	Menards - deck screws	019-1920-66000	53.16
6/6/2022	0	Bank of Montreal	Wilson Paper Co - oil absorbant	001-0450-65000	67.70
6/6/2022	0	Bank of Montreal	Office Specialists - 03/22 Service	030-0000-20102	100.52
6/6/2022	0	Bank of Montreal	UPS - shipping of red dot	001-0510-53000	14.45
6/6/2022	0	Bank of Montreal	Menards - air compressor, hose, attachments	019-1920-66000	164.97
6/6/2022	0	Bank of Montreal	Chamber of Commerce - Elected Official Luncheon - Idle	001-0510-54500	20.00
6/6/2022	0	Bank of Montreal	Amazon - basketballs, badminton birdies	019-1940-64000	52.97
6/6/2022	0	Bank of Montreal	Menards - hex washers	030-0370-62500	5.69
6/6/2022	0	Bank of Montreal	Bank of Springfield - parking for TIF Conf - S Gugliotta	001-0305-54500	13.00
6/6/2022	0	Bank of Montreal	SurveyMonkey - 05/22 - 12/22 survey services	001-0000-10701	128.00
6/6/2022	0	Bank of Montreal	Titanium - 2 replacement monitors - CRP replacement	057-0000-61700	397.48
6/6/2022	0	Bank of Montreal	Iowa PGA - PGA seminar - B Luedtke	019-1920-54500	35.00

6/6/2022	0	Bank of Montreal	Menards - paint for building	030-0370-66000	49.97
6/6/2022	0	Bank of Montreal	Ameren Illinois - 04/22 Service	001-0000-20102	36.01
6/6/2022	0	Bank of Montreal	Amazon - food for employee appreciation week	001-0550-68000	105.74
6/6/2022	0	Bank of Montreal	SHI - receipt printer	001-0207-61700	325.00
6/6/2022	0	Bank of Montreal	Go Van Goghs - embroidery for staff shirts	001-0205-51000	270.00
6/6/2022	0	Bank of Montreal	Fastenal - materials to fix ornamental lights	014-0000-64500	130.22
6/6/2022	0	Bank of Montreal	Verizon Wireless - 03/22 Service	001-0000-20102	1,387.61
6/6/2022	0	Bank of Montreal	Lowes - hook	019-1960-66000	6.48
6/6/2022	0	Bank of Montreal	Blick Art Materials - foam core, program materials	019-1945-66000	30.00
6/6/2022	0	Bank of Montreal	Scott Equipment - weed eater parts	019-1965-65500	33.82
6/6/2022	0	Bank of Montreal	Black Clover - clothes for resale	019-1920-64000	543.89
6/6/2022	0	Bank of Montreal	Walmart - hot dog buns	019-1920-64125	18.06
6/6/2022	0	Bank of Montreal	Grainger - o-rings	019-1950-65500	6.80
6/6/2022	0	Bank of Montreal	Amazon - gloves for bunny costume	019-1940-64000	6.99
6/6/2022	0	Bank of Montreal	Lowes - 2x4 treated for brick project	019-1920-66000	9.48
6/6/2022	0	Bank of Montreal	Eastern IL University - 05/22 - 12/22 IMTA dues - G Osborn	001-0205-55000	66.67
6/6/2022	0	Bank of Montreal	AC McCartney - fuel filter #520	019-1915-62500	23.13
6/6/2022	0	Bank of Montreal	USPS - stamps	030-0320-53000	46.40
6/6/2022	0	Bank of Montreal	Chamber of Comm - Elected Official Lunch - Bennewitz, Gugliotta	001-0115-54500	40.00
6/6/2022	0	Chuck Humes	Umpire - 4 games	019-1940-51400	140.00
6/6/2022	0	Dan Burgland	Umpire - 4 games	019-1940-51400	140.00
6/9/2022	0	Haley Stevenson	Meals - Week 6 Basic Firefighter - Champaign, IL - H Stevenson	001-0000-10706	155.00
6/9/2022	0	Western Illinois Regional Council - CAA	Single Family Rehabilitation Program Grant	013-0000-83100	44,070.60
6/9/2022	4051	J W Summy Contracting Corp.	DCEO RLF at 260 Blaine Ave	013-0000-83100	2,500.00
6/9/2022	20078	J W Summy Contracting Corp.	DCEO HELP Pilot at 260 Blaine Ave	013-0000-83100	4,485.00
6/10/2022	0	Breakthru Beverage Illinois, LLC	Liquor for Golf Concessions	019-1920-64125	192.00
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1955-51000	8.11
6/10/2022	0	Cardconnect	Credit card machine at Campground	019-1925-61700	288.19
6/10/2022	0	Chuck Humes	Umpire - 4 games	019-1940-51400	140.00
6/10/2022	0	G & M Distributors	Bloody mary mix	019-1920-64125	45.00
6/10/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
6/10/2022	0	Dan Burgland	Umpire - 4 games	019-1940-51400	140.00
6/10/2022	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	747.70
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1950-51000	117.71
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1935-51000	88.31
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1925-51000	353.26
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1905-51000	338.65
6/10/2022	0	Wells Fargo Merchant Services	05/22 Credit Card Fees	019-1920-51000	2,496.00
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1930-51000	18.57
6/10/2022	0	Cardconnect	05/22 Card Connect Credit Card Charges	019-1945-51000	76.49
				Grand Total	\$ 167,205.04

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 6, 2022**

AGENDA ITEM: Ordinance to amend Chapter 30 of the Galesburg Municipal Code relating to Public Comment.

SUMMARY RECOMMENDATION: The Interim City Manager, City Attorney, and City Clerk recommend approval regulating the time limit for public comment as required by the Open Meetings Act.

BACKGROUND: In October 2014, City Council approved Ordinance 14-3463 establishing Public Participation rules for all meetings per Illinois Public Act 96-1473. This act permits any person an opportunity to address public officials by adding a Public Comment section to every agenda, including all boards and commissions.

At the request of the Mayor, this Ordinance amends the time allotted to a speaker from three minutes to five minutes.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 30.06 (H) OF THE GALESBURG MUNICIPAL CODE
REGARDING PUBLIC PARTICIPATION**

WHEREAS, the City of Galesburg is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970; 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, the Illinois Open Meeting Act requires that any person shall be permitted an opportunity to address public officers under the rules established and recorded by the public body; and

WHEREAS, the City of Galesburg is desirous of establishing rules by which members of the public may address public officials at public meetings;

**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: Section 30.06 (h) of the Galesburg City Code is amended in its entirety, and shall hereafter read as follows:

(H) All speakers shall limit their comments to ~~approximately three~~ five minutes.

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

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

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

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter D. Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 6, 2022**

AGENDA ITEM: Amendment to Chapter 90 of the Galesburg Municipal Code regulating Beekeeping.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend approval of the ordinance amendment.

BACKGROUND: The existing ordinance in regards to Beekeeping is found in Section 90.015 and simply states no person shall keep or maintain bees in any residential area in such a manner as to cause inconvenience or disturbance to other persons by reason of the swarming or stinging of the bees. The purpose of the ordinance amendment is to be more specific about what is allowed. The draft ordinance was shared with a Horticulture Educator at the U of I Extension Office and the Illinois State Beekeepers Association.

The Illinois Department of Agriculture (IDOA) requires all beekeepers to register with IDOA and be inspected. The proposed ordinance would require every person maintaining or keeping bees to provide the city a copy of the registration and inspection certificate. All apiaries (place where bee colonies are kept) shall be identified by having the Illinois registration number in weatherproof lettering on the front of the hive, providing a source of water and a need to requeen if there are aggressive characteristics.

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

SUPPORTING DOCUMENTS:

1. Amendment to Chapter 90 of the Galesburg Municipal Code regulating Beekeeping.

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

SECTION 1 That Section 90.001 of Chapter 90 of the Galesburg Code of Ordinances be, and the same hereby is amended, by inserting therein the following definitions in alphabetical order:

Apiary means a place where bee colonies are kept.

Bee means any stage of the common domestic honey bee.

Colony means a hive and its equipment and appurtenances, including bees, comb, honey, pollen, and brood.

Hive means a structure intended for the housing of a bee colony.

SECTION 2 That Section 90.015 of the Galesburg Code of Ordinances shall be, and hereby is, amended by eliminating the following language:

Beekeeping. No person shall keep or maintain bees in any residential area in the city in such a manner as to cause inconvenience or disturbance to other persons by reason of the swarming or stinging of the bees.

And in its place insert the following language:

Beekeeping

Every person keeping or maintaining an apiary in the city shall:

- (1) Submit a copy of the registration with the Illinois Department of Agriculture to the City. All bees or colonies not registered with the Illinois Department of Agriculture shall be declared a nuisance. The beekeeper shall have 30 days in which to register. Failure to comply within 30 days will result in abatement of the nuisance;
- (2) Submit a copy of the Inspection Certificate signed by the inspector of apiaries, or other officer charged with similar duties from the State of Illinois or other states for bee diseases, bee parasites or other nuisances and found to be in compliance with the Illinois Bees and Apiaries Act (510 ILCS 20/);
- (3) All apiaries shall be identified. This identification shall consist of the State abbreviation "IL" followed by the beekeeper's Illinois registration number in weatherproof lettering not less than one-half inch in height. The number shall be displayed prominently on the front of a hive.
- (4) A convenient source of water shall be available at all times to the bees so that the bees will not congregate at swimming pools, bibcocks, pet water bowls, birdbaths

or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant;

- (5) Upon removal of a bee comb or other materials from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure;
- (6) In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation, or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics;
- (7) Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful.

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

SECTION 4 This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Amendment to Section 113.043 (A) of Chapter 113 of the Galesburg Municipal Code regarding the limitation on the number of Class A-1 liquor licenses.

SUMMARY RECOMMENDATION: The Liquor Commissioner, City Attorney, and the City Clerk recommend approval of the ordinance.

BACKGROUND: Currently, the limitation on the Class A-1 licenses is twenty-five. This ordinance would add one license to the City's inventory. The new owners of Knox Investments, Inc. (d/b/a Showgirls) were approved for an Adult Establishment License and would like to reapply for a liquor license. A Class A-1 license would authorize Showgirls to sell alcoholic liquor for consumption either on or off the premises. They also plan to apply for gaming with the State of Illinois Gaming Board.

BUDGET IMPACT: Revenue of \$2,850 annually plus gaming license fees.

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 113.043(A) OF THE GALESBURG CITY CODE REGARDING
THE NUMBER OF CLASS A LIQUOR LICENSES**

WHEREAS, the City of Galesburg is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City has adopted certain liquor license regulations designed to protect the health, safety and welfare, which are codified in Chapter 113 of the Galesburg City Code; and

WHEREAS, Section 4-1 of the Illinois Liquor Control Act, 235 ILCS 5/4-1, empowers the Mayor and City Council to establish conditions, regulations and restrictions upon the issuance of local liquor licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Mayor and City Council desire to update and revise the City Code to reflect a change in the number of Class A liquor licenses made available.

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: Section 113.043(A) of the Galesburg City Code is amended in its entirety, and shall hereafter read as follows:

(A) No more than 26 Class A-1 licenses shall be issued and no more than five class A-2 licenses shall be issued.

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

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

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

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Approve a resolution to accept a DCEO Grant for the replacement of the Galesburg Fire Department (GFD) Training Tower.

SUMMARY RECOMMENDATION: The Interim City Manager and Fire Chief recommend approval of the resolution accepting grant funds for the replacement of the Training Tower and authorizing city funds for the costs of construction in excess of the grant award.

BACKGROUND: The Galesburg Fire Department has utilized the existing tower for almost 18 years. The tower provides realistic fire and rescue training for Galesburg Fire and other local departments. It is normally used for GFD entry level candidate testing but will not be available for the testing process this September due to its deteriorated condition. The training site offers events that bring additional fire departments, police departments and other agencies to Galesburg.

Due to the structural integrity issues, the tower has reached the end of its useful life and is no longer considered safe to use. GFD applied for a grant through DCEO and received notification that the City was approved to receive \$200,000 towards the project. Based on the quote GFD received for this project previously, and accounting for the continued increases in material costs, plus permits, the project is estimated to cost \$325,000. Based on this estimate, it is anticipated the City will be responsible for approximately \$125,000.

If this resolution is approved, the bidding process will start, with the bids brought to city council at a future meeting for review and approval.

BUDGET IMPACT: A transfer from the General Fund to the Grant Fund for the City's share of the project will be completed and the purchase will be paid out of the Grant Fund.

SUPPORTING DOCUMENTS:

1. Grant Application
2. Resolution

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

City of Galesburg

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

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

Section A – Budget Summary

STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-18. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 12 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-18.

Row 6: Show the total budget request for which funding is requested.

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

Section A (continued) Indirect Cost Information *(This information should be completed by the applicant’s Business Office)* . If the applicant is requesting reimbursement for indirect costs on line 18, the applicant’s Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-5).

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

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

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

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

OR

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

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

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

Option (5): If you are not seeking or not allowed any Indirect.

Section B - Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of "Non-State Funds" should equal the amount budgeted on Line 19 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1-18 of Section B.

Lines 1-11: For which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 12: Show the total matching or other contribution.

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

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

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

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

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

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 18, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

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

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

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

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

§200.308 Revision of budget and program plans

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

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE			Commerce & Economic Opportunity	
Organization Name:	City of Galesburg	DUNS#	756148342018	NOFO #	
CSFA Number:		CSFA Description:	Remove old fire department training tower and replace it with a new training tower	Fiscal Year:	2022
SECTION A -- STATE OF ILLINOIS FUNDS				Grant #	
Revenues				TOTAL REVENUE	
(a). State of Illinois Grant Amount Requested				\$ 200,000.00	
BUDGET SUMMARY STATE OF ILLINOIS FUNDS					
Budget Expenditure Categories				TOTAL EXPENDITURES	
1. Design/Engineering (<i>usually limited to 10% - 15% of total State Grant funds in this budget</i>)				\$ -	
2. Building/Land Purchase				\$ -	
3. Wiring/Electrical				\$ -	
4. Equipment/Materials/Labor				\$ 200,000.00	
5. Paving/Concrete/Masonry				\$ -	
6. Construction Management/Oversight (<i>limited to 10% - 15% of total State Grant funds in this budget</i>)				\$ -	
7. Mechanical System				\$ -	
8. Excavation/Site Prep/Demo				\$ -	
9. Plumbing				\$ -	
10. Other Construction Expenses				\$ -	
11. Contingency (<i>limited to maximum 10% of total State Grant funds in this budget</i>)				\$ -	
12. Total Costs State Grant Funds				\$ 200,000.00	

SECTION - A (continued) Indirect Cost Rate Information

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

1) <input type="checkbox"/>	Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. <i>NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)</i>
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Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

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

2a) <input type="checkbox"/>	Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). <i>NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)</i>
2b) <input type="checkbox"/>	Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit. <i>NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)</i>

3) <input type="checkbox"/>	Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). <i>NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)</i>
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4) <input type="checkbox"/>	For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that: _____ Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or; _____ Complies with other statutory policies (please specify): The Restricted Indirect Cost Rate is _____ %
-----------------------------	---

5) <input checked="" type="checkbox"/>	No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)
--	--

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


Period Covered by the NICRA: From: _____ To: _____ (mm/dd/yyyy)
Approving Federal/State agency (please specify): _____
The Indirect Cost Rate is: _____ 0 % The Distribution Base is: _____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE	Commerce & Economic Opportunity
Organization Name: City of Galesburg	NOFO #	Fiscal Year 2022
SECTION B -- NON STATE OF ILLINOIS FUNDS		Grant Number:
Revenues		TOTAL REVENUE
Grantee Match Requirement = 0 %		
(a). -Cash		\$96,260.00
(b). -Non-cash		\$ -
(c). Other Funding & Contributions		\$ -
NON-STATE Funds Total		\$ 96,260.00
BUDGET SUMMARY NON-STATE OF ILLINOIS FUNDS		
Budget Expenditure Categories	TOTAL EXPENDITURES	
1. Design/Engineering	\$ 1,750.00	
2. Building/Land Purchase	\$ -	
3. Wiring/Electrical	\$ 11,480.00	
4. Equipment/Materials/Labor	\$ 21,687.00	
5. Paving/Concrete/Masonry	\$ 9,380.00	
6. Construction Management/Oversight	\$ 8,623.00	
7. Mechanical System	\$ -	
8. Excavation/Site Prep/Demo	\$ 33,000.00	
9. Plumbing	\$ -	
10. Other Construction Expenses	\$ 8,197.00	
11. Contingency	\$ -	
12. Total Costs NON-State Grant Funds	\$ 94,117.00	

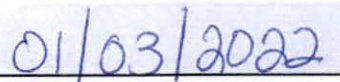
CERTIFICATION	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Galesburg	CSFA Description: Remove old fire department training tower and replace it with a new training tower	NOFO #
CSFA #:	DUNS # 756148342018	Fiscal Year(s): 2022

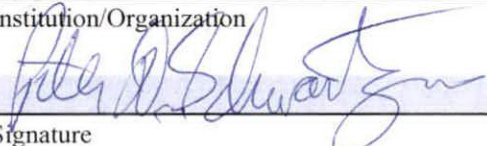
(2 CFR 200.415)

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

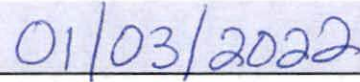
City of Galesburg
Institution/Organization

Signature

Gloria Osborn
Name of Official

Director of Finance and Information Systems
Title
Chief Financial Officer (or equivalent)

Date of Execution

City of Galesburg
Institution/Organization

Signature

Peter Schwartzman
Name of Official

Mayor
Title
Executive Director (or equivalent)

Date of Execution

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

Section C - Budget Worksheet & Narrative

City of Galesburg

1). Design/Engineering -- Costs associated with planning, design, and construction observation or related services for the proposed project including environmental services, testing, surveys, etc. Costs associated with creation of the project's architectural drawings, engineering studies and/or fees, etc., including costs of plans & specs and/or printing costs if specifically identified as such within the project description. Copies of contracts will be required. * *The State portion of this category is usually limited to 10% - 15% of the total State-funded portion in this overall budget.*

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
		\$ -
	<i>State Total</i>	\$ -
<i>Tower Engineering</i>	<i>Tower Engineering - IL Stamped Drawings</i>	<i>\$1,750.00</i>
		\$ -
	<i>NON-State Total</i>	\$ <i>1,750.00</i>
	<i>Design/Engineering Total</i>	\$ <i>1,750.00</i>

Narrative (State):

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

This is the cost of the actual architectural drawings, with a State of Illinois Approved stamp, for the design of the tower.

Section C - Budget Worksheet & Narrative

City of Galesburg

2). **Building/Land Purchase** -- Costs to purchase, either in whole or in part a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself, closing costs charged to the buyer on the closing document, legal fees, etc. Additionally, costs associated with Right-of-Way, appraisals, property/boundary surveys, legal fees, etc.

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
		\$ -
		\$ -
	State Total	\$ -
		\$ -
		\$ -
	NON-State Total	\$ -
	Total	\$ -

Narrative (State):

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

Section C - Budget Worksheet & Narrative

City of Galesburg

3). Wiring/Electrical (2 CFR 200.94) -- Purchase of materials necessary for completion of the project scope such as electrical wiring, conduit, outlets, switches, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity/ Duration	Cost per Item	Item Cost
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		<i>State Total</i>	\$ -
<i>Wiring and Smoke Distribution System</i>	1	\$6,480.00	\$ 6,480.00
<i>Labor/Inatallation Costs of Electrical</i>	1	\$5,000.00	\$ 5,000.00
		<i>NON-State Total</i>	\$ 11,480.00
		Total	\$ 11,480.00

Narrative (State):

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

The total cost for all electrical wiring, conduit, outlets, switches and all other components to assemble the wiring and smoke distribution system is \$6,480.00. The estimated costs for labor/installation of all electrical and electrical components will be \$5,000.00

Section C - Budget Worksheet & Narrative

City of Galesburg

4). Equipment/Materials/Labor (2 CFR 200.474)-- Purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel, drywall, lumber, wiring, doors, windows, roofing, rock, etc. including labor/installation costs, as identified - within the project description

Item	Quantity	Cost Rate	Item Cost
<i>Prefab Tower Structure</i>	<i>1</i>	<i>\$86,234.00</i>	<i>\$ 86,234.00</i>
<i>Doors/Shutters/Hatches</i>	<i>1</i>	<i>\$15,811.00</i>	<i>\$ 15,811.00</i>
<i>Stairs/Railings/Ladders</i>	<i>1</i>	<i>\$70,841.00</i>	<i>\$ 70,841.00</i>
<i>Install</i>	<i>1</i>	<i>\$27,114.00</i>	<i>\$ 27,114.00</i>
		State Total	\$ 200,000.00
<i>Install</i>	<i>1</i>	<i>\$19,544.00</i>	<i>\$ 19,544.00</i>
<i>Rappelling Anchors</i>	<i>1</i>	<i>\$575.00</i>	<i>\$575.00</i>
<i>Moveable Interior Walls</i>	<i>1</i>	<i>\$1,568.00</i>	<i>\$ 1,568.00</i>
		NON-State Total	\$ 21,687.00
		Total	\$ 221,687.00

Narrative (State)

The Prefab Tower Structure, Doors/Shutters/Hatches, Stairs/Railings are all part of the actual structure of the tower and have completely been included in the "State" portion of the project. The Install cost, the actual cost to assemble all of the listed compenents, has been split between the State adn Non-State cost, so that the \$200,000.00 grant total was met. The total cost to install all components will be \$46,658.00

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

The total cost of the install for the tower components will come to \$46,658.00. To not exceed the \$200,00.00 DCEO Grant amount in the "state" portion, the install cost has been split between the State and Non-State sections. In the State section is \$27,114.00 and in the Non-State Section is \$19,544.00 for a total of \$46,658.00 as the total "install" cost.

Section C - Budget Worksheet & Narrative

City of Galesburg

5). Paving/Concrete/Masonry (2 CFR 200.459) -- Purchase of materials necessary for completion of the project scope such as bituminous pavement, concrete, rock, bricks, blocks, mortar, tuckpointing, etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			\$ -
			\$ -
		State Total	\$ -
<i>Paving and Concrete Costs</i>	<i>1</i>	<i>\$9,380.00</i>	\$ 9,380.00
			\$ -
		NON-State Total	\$ 9,380.00
		Total	\$ 9,380.00

Narrative (State):

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

The total cost of all Concrete will be \$9,380.00

Section C - Budget Worksheet & Narrative

City of Galesburg

6). Construction Management/Oversight -- Costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or grantee personnel, but limited to verifiable time working on this project. * *The State portion of this category is usually limited to 10% - 15% of the total State-funded portion in this overall budget.*

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
		\$ -
	<i>State Total</i>	\$ -
<i>Construction Management and Oversight</i>	<i>General Conditions</i>	\$8,623.00
		\$ -
	<i>NON-State Total</i>	\$ 8,623.00
	<i>Total</i>	\$ 8,623.00

Narrative (State):

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

This is the cost to manage and provide oversight to the total construction project. \$8,623.00

Section C - Budget Worksheet & Narrative

City of Galesburg

7). Mechanical System -- Purchase of materials necessary for completion of the project scope such as HVAC, elevators, fire alarm, sprinkler, or ventilation system, etc. including associated labor/installation costs, as identified within the project description.

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

Narrative (State):

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

Section C - Budget Worksheet & Narrative

City of Galesburg

8). Excavation/Site Prep/Demo -- Costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
		\$ -
	<i>State Total</i>	\$ -
<i>Remove the Old Existing Tower</i>	<i>Existing Tower and Foundation Demo/Infill</i>	<i>\$33,000.00</i>
		\$ -
	<i>NON-State Total</i>	\$ 33,000.00
	<i>Total</i>	\$ 33,000.00

Narrative (State):

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

This is the total cost to remove the existing tower and the concrete basement currently located below it and backfill the void space created back to grade. \$33,000.00

Section C - Budget Worksheet & Narrative

City of Galesburg

9). **Plumbing**-- Purchase of materials necessary for completion of the project scope such as internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the project description.

Item	Quantity	Cost per Item	Item Cost
			\$ -
			\$ -
		State Total	\$ -
			\$ -
			\$ -
		NON-State Total	\$ -
		Total	\$ -

Narrative (State):

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

Section C - Budget Worksheet & Narrative

City of Galesburg

10). Other Construction Expenses -- Costs that cannot be easily broken out to or covered by individual/specific budgetary line items such landscaping, hauling, equipment, rental, insurance, environmental fees, loan payments, etc. as identified within the project description.

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
		\$ -
	<i>State Total</i>	\$ -
<i>Shipping the new tower to the site</i>	<i>Frieght</i>	<i>\$7,000.00</i>
<i>Building and electrical permits</i>	<i>Fees charged by the City of Galesburg related to building and electrical permits</i>	<i>\$1,197.00</i>
	<i>NON-State Total</i>	\$ 8,197.00
	<i>Total</i>	\$ 8,197.00

Narrative (State):

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

The frieght costs to ship all of the required components to the tower construction site will be \$7,000.00. The building permit fee is \$1,154.00 and the electrical permit fee is \$43.00 for a total of \$1,197.00

Section C - Budget Worksheet & Narrative

City of Galesburg

11). Contingency - Coverage of potential cost overruns in any of the other utilized grant budget line items. * The State portion of this category is limited to a maximum 10% of the total State-funded portion in this overall budget .

Purpose	Description of Work	Item Cost
		\$ -
		\$ -
	State Total	\$ -
		\$ -
		\$ -
	NON-State Total	\$ -
	Total	\$ -

Narrative (State):

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

Section C - Budget Worksheet & Narrative

City of Galesburg

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>State</i>		<i>NON-State</i>		<i>Total</i>
<i>1. Design/Engineering</i>	\$	-	\$	1,750.00	\$ 1,750.00
<i>2. Building/Land Purchase</i>	\$	-	\$	-	\$ -
<i>3. Wiring/Electrical</i>	\$	-	\$	11,480.00	\$ 11,480.00
<i>4. Equipment/Materials/Labor</i>	\$	200,000.00	\$	21,687.00	\$ 221,687.00
<i>5. Paving/Concrete/Masonry</i>	\$	-	\$	9,380.00	\$ 9,380.00
<i>6. Construction Management/Oversight</i>	\$	-	\$	8,623.00	\$ 8,623.00
<i>7. Mechanical System</i>	\$	-	\$	-	\$ -
<i>8. Excavation/Site Prep/Demo</i>	\$	-	\$	33,000.00	\$ 33,000.00
<i>9. Plumbing</i>	\$	-	\$	-	\$ -
<i>10. Other Construction Expenses</i>	\$	-	\$	8,197.00	\$ 8,197.00
<i>11. Contingency</i>	\$	-	\$	-	\$ -

State Request \$ 200,000.00

Non-State Amount \$ 94,117.00

TOTAL PROJECT COSTS					\$ 294,117.00
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Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: City of Galesburg	CSFA Description: Remove old fire department training tower and replace it with a new training tower	NOFO #
CSFA #	DUNS #756148342018	Fiscal Year: 2022

Grant Number 0

<u>Final Budget Amount Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal & Administrative Approval Signature</u>	<u>Date</u>
\$ 200,000.00				

<u>Budget Revision Approved</u>	<u>Program Approval Signature</u>	<u>Date</u>	<u>Fiscal & Administrative Approval Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

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



**Illinois
Department of Commerce
& Economic Opportunity**

DCEO Use Only:

Application #: _____

Grant #: _____

GRANT APPLICATION PROJECT NARRATIVE

Office of Grants Management

Applicant Legal Name: City of Galesburg

(Name used for DUNS registration and grantee pre-qualification)

Applicant GATA ID#: 67683

Applicant Attorney General (AG) Charitable Trust Bureau CO/Registration #: _____

(for Non-profit entities)

SECTION 1: SCOPE OF WORK

1. PROJECT TITLE: Galesburg Fire Department Training Tower

Description of project (Please use the space below to describe what you intend to do with the funding. This must include a detailed narrative description of the activities which will be funded by the grant (e.g., land, property, easement, right-of-way acquisition; construction/renovation activities [including all ADA compliance covered by the project]; equipment; development/delivery of programs and services [including administrative activities]; or other activities). This information will be included in the Grant Agreement as the Scope of Work.

Grant funds will be used to cover the Equipment/Materials/Labor portion of the tower project as outlined in the Uniform Grant Budget Template in Section C - Budget Worksheet & Narrative. The equipment and material items that will be covered by the grant will be the 8' x 20' Modules at \$75,272, the sloped roof prop with a chop out at a cost of \$10,962, all doors at a cost of \$6,897, , shutters at a cost of \$7,758, a roof hatch at a cost of \$1,156, a three story intermediate landing interior stair at a cost of \$15,818, a vertical ladder from the 3rd floor to the roof hatch at a cost of \$907, a flat 3-line safety railing at a cost of \$5,398, a pitched 3-line safety railing sloped roof prop perimeter at a cost of \$3,606, and a four story intermediate landing exterior stair at a cost of \$45,112. the installation labor for all of the components will be split between state and non-state funds. The projected cost of the state funded labor portion will be \$24,971.

The non-state funds, which are going to come from the City of Galesburg's Utility Tax Fund, will cover the rest of the projected labor costs at \$21,687. Other costs to be covered by non-state funds are as follows: State of Illinois stamped tower engineered drawings at \$1,750, wiring and smoke distribution costs at \$6,480, electrical labor/installation projected costs of \$5,000, paving and concrete projected costs of \$9,380, construction management and oversight costs of \$8,623, removal of the existing tower, existing foundation demo and infill costs of \$33,000, freight costs of shipping tower components at \$7,000, and electrical and building permit costs of \$1,197. This is for a total of non-state funds of \$96,260. These are current projected costs and could either be higher or lower.

2. Project Location - (**Must** provide an electronic/digital photo of project location)

Address 2233 Veterans Dr. City Galesburg County Knox Zip Code + 4 61401+9784

If the property is being improved, is the property owned by the grantee? ☒ Yes ☐ No, or leased by the grantee? ☐ Yes ☒ No

NOTE: Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Exhibit C of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

Non-governmental entities must complete questions 3, 4 and 5. All other entities, skip to question 6.

3. What is your Secretary of State (SOS) File #?

4. Your Organization

- a) What is your organization's mission statement?
- b) What are the primary goals of your organization?

5. Your Participants

- a) Describe any eligibility criteria for participation in your program(s) (*i.e.*, income level, age, employment status, etc.).
- b) Describe how participants are identified or recruited, or describe who refers participants to your organization for services.
- c) If services cannot be provided to all that apply, describe the manner in which participants are selected (*i.e.*, standardized testing; first-come, first-served).
- d) State the costs to participants for these programs and services, and specify whether a sliding scale (*i.e.* cost for services is reduced or waived, based on income or ability to pay) is enacted.

6. Public Purpose

- a) What is the public purpose?
- b) Why is this project necessary?



- c) What is the expected benefit of this project (i.e., city will no longer be on IEPA restricted status list; unemployed persons will receive job training, etc.)?

7. Public Benefit

- a) Estimate the number of persons to benefit or be served by the proposed project.
- i. State the percentage of current or projected participants who are disadvantaged or low-income.
 - ii. State the percentage of participants who receive (or *will receive*) services at no cost or a reduced fee.

8. Has your organization secured all necessary federal, state and local permits and approvals to proceed with this project? ☒ Yes ☐ No

If *no*, please identify permits/approvals to be obtained and provide a reasonable, estimated timetable to secure such permits/approvals.

9. If grant funds are to be utilized to make capital improvements to real property structures/land) **that your organization does not own**, please provide a copy of the lease or other agreement (i.e., easements, rights-of-way, etc.) between your organization and the property owner that will allow your organization to continue to use the improved premises, for an appropriate length of time, consistent with applicable state law and rules.

10. If the project involves the purchase of land or building(s), you must answer questions A through D below and attach supplementary explanatory materials as needed.

- a) Does your organization have an executed contract for the purchase/acquisition of the land/building in question? ☐ Yes ☐ No

If *no*, when do you expect to have an executed contract?

- b) If your organization is a governmental entity, is it acquiring the land/building through an outright purchase, or through eminent domain/condemnation proceedings? ☐ Yes ☐ No

If acquiring through eminent domain/condemnation, when do you **realistically** expect to finalize the acquisition?

- c) Is your organization aware of any existing (or reasonably anticipated) legal proceedings such as zoning issues, objections of nearby property owners, etc., relating to the proposed use of the land/building being purchased with grant funds? ☐ Yes ☐ No

If *yes*, please attach a detailed explanation.

- d) Provide the name, address, phone number and email address (if applicable) of the entity from which the land/building(s) is/are being purchased. If multiple owners, please provide this information for each.

11. Local Opposition

- a) Do you anticipate any opposition to this project? ☐ Yes ☒ No

If yes, please describe:

12. Grantee Financial Report Table

The end month and day of your entity's fiscal year. (ex: June 30)	December 31
The amount of State-funded grant awards your entity is expected to receive during your current fiscal year.	\$3,000.00
The amount of federally-funded grant awards (direct federal and federal pass-through combined) your entity is expected to receive during your current fiscal year.	\$884,845.00

13. Other Funding Sources (*In addition to these Grant Funds*)

- a) Are other funds necessary to complete the **grant scope of work** (i.e., the activities for which this grant is being used)? ☐ Yes ☒ No

If yes, please indicate the source, status and amount of those funds below in c) Sources of Funding. **This information MUST correlate with your answers to question 1 on page 1.**

- b) Are other funds necessary to complete the **overall project** (of which this grant is just one component)? ☒ Yes ☐ No

If yes, please indicate the source, status and amount of those funds below in c) Sources of Funding. **This information MUST correlate with your answers to question 1 on page 1.**

c) Sources of Funding

FUNDING SOURCES	Approved/Secured	Pending	Not Yet Applied For	If Funds Not Yet Approved/Secured, Provide Estimated Date.	Activities in Grant Scope of Work – see page 1 of project narrative, question 1.	Overall Project – see page 1 of project narrative, question 1.
Federal Funds (list)						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
Other State Funds (list funds from any state source /program)						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$

Other Funds (list your organization's funds, bank and other loans, fundraising, donations, etc.)						
Utility Tax Fund	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$ 96,260
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$	\$
TOTALS					\$	\$

14. Description of Tasks

BRIEF TASK DESCRIPTION	ESTIMATED COMPLETION DATE (MM/DD/YYYY)
Task 1. Demolition of the current training tower and foundation	6/1/2022
Task 2. Backfill removed foundation and pour new concrete pad	7/1/2022
Task 3. Delivery of training tower components	7/1/2022
Task 4. Installation of training tower and all components	9/1/2022
Task 5. Finalization of electrical services	10/1/2022
Task 6.	
Task 7.	
Task 8.	

SECTION 2: PROJECTED EMPLOYMENT IMPACT (FTE VALUE TABLE) – SEE INSTRUCTIONS SECTION 2

		Created Positions in FTE Categories				Retained Positions in FTE Categories			
		Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
		Permanent Full Time	Permanent Part Time	Temporary Full Time	Temporary Part Time	Permanent Full Time	Permanent Part Time	Temporary Full Time	Temporary Part Time
Row 1 (To be completed by applicant)	# of positions in each FTE category (A - H)	0	0	0	0	0	0	0	0
Row 2	Auto calculation of FTE subtotals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Row 3	Auto Calculation: Created FTEs:	0.00							
Row 4	Auto Calculation: Retained FTEs:	0.00							

Row 5	Auto Calculation: Permanent Full Time Jobs Created:	0.00	
Row 6	Auto Calculation: Permanent Full Time Jobs Retained:	0.00	
Row 7 (cell to be completed by applicant)	Other anticipated employment impacts of DCEO grant:	0	

SECTION 3: APPLICANT CERTIFICATION

Under penalty of perjury, I certify that I have examined this application and the document(s), schedule(s), and statement(s) submitted in conjunction herewith, and that, to the best of my knowledge and belief, the information submitted herewith is true, correct, and complete. I represent that I am the person authorized to submit this application on behalf of the applicant and that I am authorized to execute a legally binding grant agreement on behalf of the applicant if this application is approved for funding.

I hereby release to DCEO the rights to and use of photographs and/or any written statements or information, regardless of format (whether they are direct quotes or paraphrased by DCEO), contained in or provided after the grant application for the purpose of publication on DCEO's website. I hereby also release any and all claims against DCEO, its officers, agents, employees and/or affiliates arising out of, or in connection with, the usage of photographs and/or written statements or information, regardless of format (whether they are direct quotes or paraphrased by DCEO), for the purpose of publication on DCEO's website.


Signature

Peter Schwartzman Mayor
Printed Name & Title

01/18/2022
Date

The applicant should read and understand the certification statement provided in this section.

The individual who signs this section should be the individual that is authorized to sign the grant agreement if grant funds are awarded. The authorized individual should sign their name, print their name and title and date of certification. **Digital signatures are not accepted.*

Please note the certification authorizes DCEO to publish a copy of the completed application on DCEO's website, as specified above.

NOTICE OF GRANT REQUIREMENT

Prevailing Wage Act (820 ILCS 130/0.01 et seq.): "All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract." The Department and the Illinois Department of Labor will work with the grantee to ensure compliance prior to the establishment of the grant agreement as well as through the life of the grant. The Act may be found in its entirety at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>.

The Comptroller's Office requirement derives from Attorney General Opinion No. 00-018 that states, where a non-governmental entity receives a grant of public funds for the construction of a fixed work, the provisions of the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) (56 Ill Admin Code 270) apply to the project. NOTE: Public bodies continue to be subject to Prevailing Wage requirements.

Please be advised that DCEO will not render a legal opinion as to applicability of the Prevailing Wage Act to any project. You should consult your own legal counsel for such an opinion. Questions regarding the applicability of Prevailing Wage requirements may also be referred to the Illinois Department of Labor at 312/793-1585 or 217/782-1710. Attorney General Opinion No. 00-018 may be accessed on the Attorney General's web site at <https://illinoisattorneygeneral.gov/opinions/2000/00-018.pdf>.

Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.): If an entity receives state funds for construction related activities, the entity must employ at least 90% Illinois laborers on such projects during periods of excessive unemployment in Illinois. The Act may be found in its entirety at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/illinois-preference-act.aspx>. Any questions regarding the Act should be directed to the Illinois Department of Labor's Conciliation and Mediation Division at (217) 782-1710. For further information, please visit the IDOL website at: <https://www2.illinois.gov/idol/>.

Public Act 96-1064 - Business Enterprise Program: Public Act 96-1064 mandates that each award by grant or loan of State funds of \$250,000 or more for capital construction costs or professional services is conditioned upon the recipient's written certification that the recipient shall comply with the business enterprise program practices for minority-owned businesses, female-owned business, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/0.01 et seq.) and the equal employment practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105).

Illinois Works Jobs Program Act (30 ILCS 559/Art. 20): For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the DCEO website) to the Grantor within ninety (90) days of the execution of a Grant Award (Agreement).

The goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance. More on the Act may be found at: <https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>

IMPORTANT GRANT INFORMATION

- The grant award may not be finalized, and grant funds may not be disbursed, until all necessary approvals have been obtained and a Grant Agreement has been executed between DCEO and the Grantee. The time required to finalize this process depends largely upon the completeness and accuracy of the information submitted.
- The grant term should begin no earlier than July 1, 2021. The initial grant term cannot exceed two years. All project activities must be completed within this time.
- All project activities and all expenditures of grant funds must be consistent with the Scope of Work and Budget included in the Grant Agreement. The Scope of Work and the Budget will be developed based upon the information provided in the Grantee's completed application.
- Proceeds of tax-exempt bonds can be used to reimburse for expenditures previously made. The reimbursement can be made for a period of up to 18 months after the date of expenditures were made or when the property is placed in service, but no later than three years after the date of the expenditures.
- All environmental approvals must be submitted and cleared by the appropriate state agency prior to payment of costs related to renovation of a building/structure or "dirt-moving" costs.
- Payment provisions will be specified in the Grant Agreement. Payment for bond fund projects will be disbursed on a reimbursement basis, unless otherwise approved by DCEO.
- Any contractual agreement between the Grantee and another party (being paid with grant funds) must include special language to allow DCEO access to the other party's records, relative to the grant. This includes construction subcontractors, consultants who provide services, and any other entity with which the grantee has a legal agreement to expend grant funds. Please contact your grant manager if you need a copy of this language (to incorporate into your legal subcontracts) prior to receiving your grant agreement.
- Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.
- The Grantee shall ensure that grant funds are expended in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations. Grant expenditures should conform to the terms and conditions of the grant agreement and should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs. Grant accounting should be consistent with generally accepted accounting principles.
- **NOTE:** Please be aware that until a Grant Agreement has been executed by the Grantee and DCEO, the Grantee is at risk for any costs incurred that it intends to be paid for from grant funds. Thus, recipients of grant appropriations are advised not to begin project activities and not to incur costs until they have received a fully executed Grant Agreement reflecting the agreed upon Scope of Work and Budget.

SUBMIT APPLICATION WITH THE FOLLOWING SUPPORTING DOCUMENTATION:

- ☐ List of Principal Individuals and Board Members – for *Non-governmental entities only*. This list must include each individual's name, home address, home phone number and daytime phone number.
- ☐ Job Descriptions of Staff Positions to be Funded by Grant Funds
- ☐ W-9 form (revised October 2018) – **REQUIRED FOR ALL GRANTEES**
- ☐ IRS Letter or Verification of Entity Name on File with the Internal Revenue Service – **REQUIRED**
- ☐ Attorney General Charitable Trust letter (*for Non-profit entities ONLY*)

INSTRUCTIONS

All questions in the following sections must be completed by the applicant. Additional documentation should be attached as necessary to adequately respond to the question or to provide the detail requested.

SECTION 1: SCOPE OF WORK - INSTRUCTIONS

Provide the Project Title, it needs to be the same as or consistent with the title provided in the Proposal Information above.

Provide a detailed description of the proposed project and the intended use of grant funds. The information provided in this description will assist DCEO in developing the Scope of Work for the grant agreement if the grant is awarded. It will also facilitate the periodic reporting that will be required to update DCEO on the status of the project's major milestones if the grant is awarded.

Briefly describe each task in the Description of Tasks column. These tasks will be used to develop the grant agreement. The applicant should assign an estimated completion date for each task. If a grant is awarded, the applicant will have the opportunity to modify these dates prior to the execution of the grant.

SECTION 2: PROJECTED EMPLOYMENT IMPACT – INSTRUCTIONS - FTE Value Table

DCEO uses Section 2. Projected Employment Impact of the standard grant application form to document the estimated economic benefits of a proposed grant project based on the projected employment impact. The FTE (Full Time Equivalent) Value Table in Section 2 standardizes the DCEO process for collecting and reporting job count data for projected (estimated) jobs at the grant level.

For DCEO purposes, an FTE is a measurement unit for assigning a numerical value to an individual employment position (both projected and/or certified jobs; both created and/or retained jobs). For example, while DCEO assigns an FTE value of 1.0 to a permanent full time position, other categories of positions that are estimated to involve a fewer number of hours to be worked over the course of a year will be assigned a lower FTE value of either .5 or .25. DCEO uses this approach so that a job count that includes various categories of jobs is more accurate and is not inflated or overstated. Applicants should be realistic when estimating the number of projected FTEs that may result directly from a grant. For example, when projecting FTEs, the applicant must consider that if approved for funding the grantee will be required at a later date to certify FTE data for all created and retained positions, using the DCEO Job Count FTE Certification Form. Please remember that the FTE count includes only positions that are a direct result of a DCEO grant, meaning the positions would not be created or retained **but for** the DCEO grant provided.

Key Definitions

Created Job: A new position, not in existence prior to the DCEO grant, to be developed and filled, or an existing unfilled position to be filled; the position could not be filled **but for** the DCEO grant provided.

Retained job: An existing position projected to be maintained that otherwise would be eliminated by the grantee **but for** the DCEO grant provided. **Note:** *a job previously reported as retained during the course of a previous DCEO grant cannot be projected again as retained in the current DCEO grant application if the end date of the previous DCEO grant is less than 24 months prior to the current application date. However, a job reported as retained during the course of a previous DCEO grant can be reported as retained in the current DCEO grant application, if the end date of the previous DCEO grant occurred more than 24 months prior to the date of the current DCEO application.*

Other Employment Impacts: This is an optional text field where you can identify other significant employment impacts that are not reported as an FTE value. These impacts may include a positive impact on non-certified jobs, or other positive economic impacts with the applicant organization or elsewhere in the Illinois economy. This area can also be used to identify the number of Temporary Part time Positions that do not meet the minimum requirement of 200 hours of work per position.

SECTION 3: APPLICANT CERTIFICATION - INSTRUCTIONS

The applicant should read and understand the certification statement provided in this section.

The individual that signs this section should be the individual that is authorized to sign the grant agreement if grant funds are awarded. The authorized individual should sign their name, print their name and title and date of certification. **Digital signatures are not accepted.*

Please note the certification authorizes DCEO to publish a copy of the completed application on DCEO's website.



Illinois Department of Commerce & Economic Opportunity

Uniform Application for State Grant Assistance

Agency Completed Section

1. Type of Submission ☐ Pre-Application
☒ Application
☐ Changed / Corrected Application
2. Type of Application ☒ New
☐ Continuation (i.e. multiple year grant)
☐ Revision (modification to initial application)

3. Date/Time Received By State (Completed by State Agency upon Receipt of Application)

4. Name of Awarding State Agency

Department of Commerce and Economic Opportunity

5. Catalog of State Financial Assistance (CSFA) Number

6. CSFA Title

Remove old training tower & replace with new training tower

Catalog of Federal Domestic Assistance (CFDA) ☒ Not Applicable (No federal funding)

7. CFDA Number

N/A

8. CFDA Title

N/A

9. CFDA Number

N/A

10. CFDA Title

N/A

Additional CFDA
Number, if required

N/A

Additional CFDA
Title, if required

N/A

Funding Opportunity Information

11. Funding Opportunity Number

12. Funding Opportunity Title

Remove old training tower & replace with new training tower

Competition Identification ☒ Not Applicable

13. Competition Identification Number N/A

14. Competition Identification Title N/A

Applicant Completed Section

Applicant Information

15. Legal Name (Name used for DUNS registration and grantee pre-qualification) City of Galesburg

16. Common Name (DBA) City of Galesburg

17. Employer/Taxpayer Identification number (EIN, TIN) [REDACTED]

18. Organizational DUNS Number [REDACTED]

19. SAM Cage Code [REDACTED]

20. Business Address
(Address 1)
(Address 2)
(City), (State), (zip - 4)
55 W. Tompkins St
Galesburg, IL 61401-4400

Applicant's Organizational Unit

21. Department Name Galesburg Fire Department

22. Division Name N/A

Applicant's Name and Contact Information for Person to be Contacted for **Program** Matters involving this Application.

23. First Name Randy

24. Last Name Hovind

25. Suffix

26. Title Fire Chief/ Knox County Emergency Manager

27. Organizational Affiliation

28. Telephone Number 309-345-3755

29. Fax Number 309-343-1340

30. E-mail Address rhovind@ci.galesburg.il.us

Applicant's Name and Contact Information for Person to be Contacted for **Business/Administrative Office** Matters involving the Application.

31. First Name Randy

32. Last Name

33. Suffix

34. Title

35. Organizational Affiliation

36. Telephone Number

37. Fax Number

38. E-mail Address

Areas Affected

39. Areas Affected by the Project (cities, counties, state-wide, add attachments e.g. maps)

City of Galesburg
Knox County

40. Legislative and Congressional District of Applicant

93rd Representative District, 47th State Legislative District, 17th Congressional District

41. Legislative and Congressional Districts or Program Project

93rd Representative District, 47th State Legislative District, 17th Congressional District

Applicant's Project

42. Description Title of Applicant's Project

Removal of the old training tower and replacing it with a new training tower

43. Proposed Project Term

Start Date

End Date

44. Estimated Funding
(Include all that apply)

☒ Amount Requested from the State

☐ Applicant Contribution (e.g., in kind, matching)

☒ Local Contribution

☐ Other Source of Contribution

☐ Program Income

Total Amount

Applicant Certification:

By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001)

(*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application.

☒ I Agree

Authorized Representative

45. First Name

46. Last Name

47. Suffix

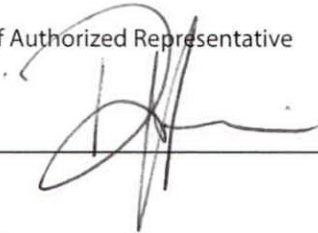
48. Title

49. Telephone Number

50. Fax Number

51. E-mail Address

52. Signature of Authorized Representative



53. Date Signed

01/05/22

STATE OF ILLINOIS
ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT
FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS

Grantee Instructions: Please complete this form as soon as: (1) the estimated total project costs (Part I) are known; and (2) the prevailing wage classifications and estimated hours are known (**only required if the estimated total project costs are over \$500,000**). See Part III.C. This supplement form should only be completed once and must be submitted to the grant-funding State Agency no later than at the time the first periodic reports are due.*

Part I. Organization and Project Information

Organization Name	City of Galesburg	NOFO Number (if known)	
Grant Number (if known)		Grant Term (if known)	
Project Description	Removal of old training tower & replacing it with new training tower		
Estimated Total Project Cost	\$294,117	Estimated Project Term	5 months

1. Do the State Funding and Non-State Funding on Sections A and B of the Uniform Capital Grant Budget Template **total \$500,000 or more**:

☐ Yes ☒ No

If Yes, please complete the remainder of this supplement form.

If No, please only complete Part I and Part IV of this form. The State Agency funding the grant opportunity must maintain this form in its grant file.

*For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and the applicable administrative rules at 14 Ill. Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Operational costs are not included in the calculation of estimated total project costs. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

Part II. Applicable Apprenticeship Goal

Please respond to question number 1 OR 2 as applicable:

1. For projects estimated to receive \$500,000 or more in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds.

2. For projects estimated to receive less than \$500,000 in appropriated capital funds:

Is the percentage of State contribution of appropriated capital funds to the overall project 50% or more of the estimated total project cost:

☐ Yes ☐ No

If Yes, the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

If No, the 10% apprenticeship goal does not apply.

Part III. Apprenticeship Goal Compliance (Please answer Parts A, B and C as noted.)

A. Based on the answer provided above in number 1 or 2 in Part II:

- ☐ the 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **both** the State appropriated capital funds and the remainder of the project in Part C.)
- ☐ the 10% apprenticeship goal applies only to prevailing wage eligible work being funded by State appropriated capital funds. (Complete Parts B and C, below. Provide detailed information on prevailing wage classifications for **only** the State appropriated capital funds in Part C.)
- ☐ the 10% apprenticeship goal does not apply at all. (If this box is checked, please skip Parts B and C.)

B. The Organization:

- ☐ Will fully comply with the 10% apprenticeship goal.
- ☐ Will seek a partial or complete reduction of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- ☐ Will seek a complete waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)
- ☐ Will seek a partial waiver of the 10% apprenticeship goal. (Submit a reduction/waiver request form to the grant-funding Agency.)

- C. Complete this chart, below to provide the total hours estimated for work on the project for each prevailing wage classification as directed in Part III.A, above.

Prevailing wage classifications and rates can be found from the Illinois Department of Labor. Please visit <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> for rate and classification information.

County

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[illegible]

Part IV. Organization Certification and State Agency Acknowledgement

1. Organization Certification:

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

City of Galesburg
Institution/Organization Name:

Peter Schwartzman
Printed Name (Executive Director or equivalent):


Signature (Executive Director or equivalent):

Mayor
Title (Executive Director or equivalent):

1/12/2022
Date/Time Field

2. State Agency Acknowledgement:

State Agency

Printed Name

Signature:

Title

Date/Time Field

State Agency Instructions: If, after completion of this supplement form, the State Agency reviewing the form determines that an apprenticeship goal does apply to this grant, please forward this form to the Department of Commerce and Economic Opportunity at CEO.ILWorks@illinois.gov. If the State Agency determines that no apprenticeship goal applies to this grant, the State Agency should maintain a copy of this form in its grant file.

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

☒ No

☐ Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

Grantee Organization (Company Name): City of Galesburg

Peter D. Schwartzman

Signature of Authorized Representative

01/05/22

Date

MAYOR

Printed Title (Authorized Signator Title):

PETER SCHWARTZMAN

Printed Name (Authorized Signator Name):

CSFA Number

Mandatory Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose, in a timely manner and in writing to the State awarding agency, all violations of State or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. See 30 ILCS 708/40; 44 Ill. Admin. Code § 7000.40(b)(4); 2 CFR § 200.113. Failure to make the required disclosures may result in remedial action.

Are there any violations of State or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the awarding of a grant to your organization? ☒ No ☐ Yes

If there any violations of State or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the awarding of a grant to your organization, please describe them all here:

Grantee has a continuing duty to disclose to the Department of Commerce and Economic Opportunity (the "Department") all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this grant award.

By signing this document, below, as the duly authorized representative of the Grantee, I hereby certify that:

- All of the statements in this Mandatory Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- There is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by the grant award.
- Grantee is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of the Grantee's knowledge, it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority.
- If Grantee becomes the subject of an action, suit or proceeding at law or in equity that would have a material adverse effect on the performance required by an award, or an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department in writing.

Grantee Organization (Company Name) City of Galesburg



Signature of Authorized Representative

01/05/2022

Date

PETER SCHWARTZMAN

Printed Name (Authorized Signator Name)

MAYOR

Printed Title (Authorized Signator Title)

CSFA Number

RESOLUTION NO. _____

**RESOLUTION TO ACCEPT THE DCEO GRANT FOR THE CHIEF DALE MAY TRAINING SITE
TRAINING TOWER WITH ADDITIONAL FUNDING FROM THE CONTINGENCY FUND.**

WHEREAS, the City of Galesburg (the "City") applied for a grant through the DCEO for the replacement of the Training Tower located at the Chief Dale May Training Site. The City desires to accept the grant; and

WHEREAS, the City desires to transfer funds from General Fund to the Grant Fund to pay for cost incurred over the DCEO grant award; and

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

1. That the City Council hereby accepts the Grant from the DCEO.
2. That the City will provide for funding over the DCEO grant award from the General Fund.
3. That the Finance Department will transfer the funds from the General Fund to the Grant Fund.
4. That this resolution shall take effect immediately from and after its passage.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

TRAFFIC ADVISORY COMMITTEE

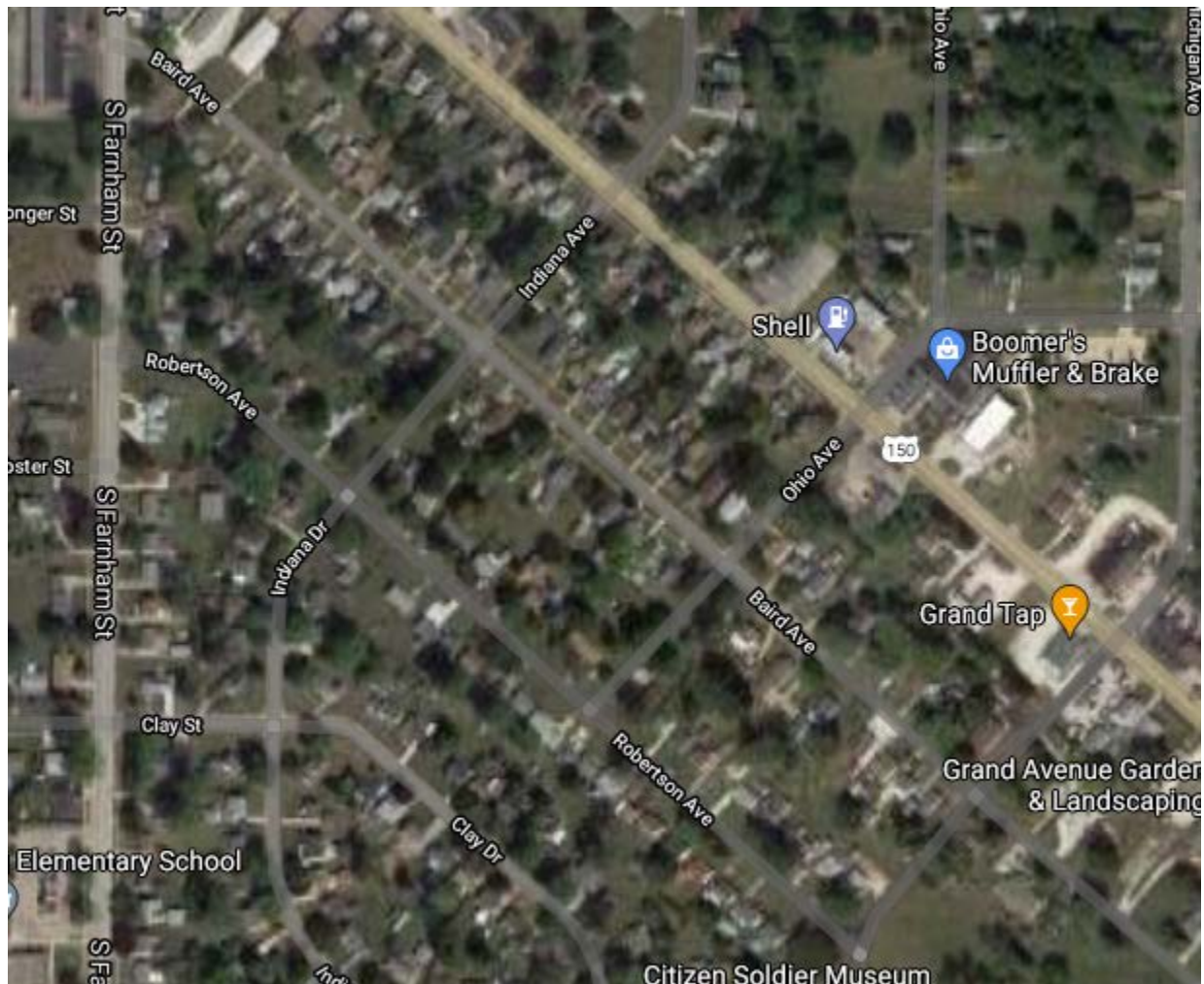
JUNE 2022 AGENDA

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

22-08> Request to address speeding on Roberson Ave. and Baird Ave. (Ward 3, Ald. Wallace)

- A request was made by a resident to address speeding concerns on Baird Ave. and on Robertson Ave. between Michigan Ave. and Farnham St.
 - The resident asked if stop signs or speed bumps could be installed to slow down speeders
 - A similar item was brought to TAC in August, 2021 for Baird Ave. At the same meeting, an all-way stop was requested at Michigan and Baird. The recommendation by TAC at that time was to increase police enforcement and put the temporary radar feedback trailer on the street. The all-way stop was not recommended as it did not meet MUTCD warrants. Also, stop signs are not a recommended way to address speeding on a street.
 - Speed data was collected on Baird Ave. after the request was made in August 2021. The results of the speed study showed that the 85th percentile speed was 28 mph and the 10 mph pace was 18-27 mph. Based on those results, it was concluded that there were isolated incidences of speeding, but overall speeding was not prevalent.
 - Based on previous speed data that has been collected in the area, the Committee would recommend placing the temporary radar feedback trailer on the street and increasing police enforcement.
-

Location Map



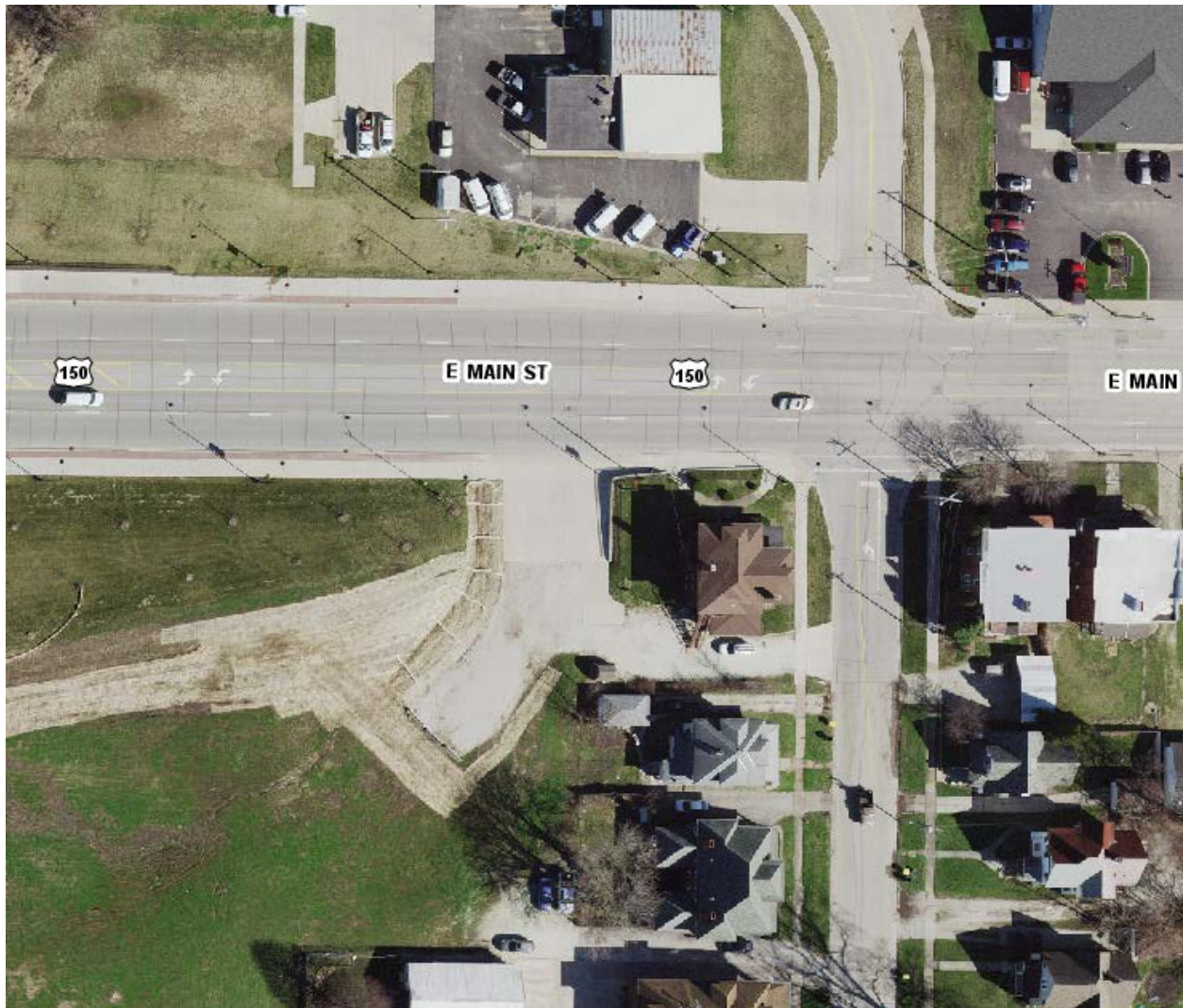
Recommendation: Place temporary radar feedback trailer on the street and increase enforcement

22-09> Request to address speeding concerns on E. Main St. near Allens Ave.. (Ward 2, Ald. Dennis)

- A request was made by a resident to address speeding concerns on E. Main St. near the intersection with Allens Ave.
- The request stated that pulling on to E. Main St. from Allens Ave. in the morning is difficult due to traffic speeding on E. Main St. They also stated that the property on the SW corner of Main and Allens Ave. partially blocks the view of motorists, requiring them to creep out onto Main St. to see oncoming vehicles.
- Their request asked that a radar feedback sign be installed to slow traffic.
- The Committee discussed that speeding may be an issue at this location based on

some of the enforcement that the Police Department has done in that area. Speed data had not been collected at the time of the meeting. Speed data will be collected prior to the next meeting and looked at to determine a recommendation. If speeding is common, a permanent measure, such as installing a radar feedback sign could be an option

Location Map



Recommendation: Further study when speed data is available

22-10> Request for a 2-hour parking spot on Cherry St. in front of Frame Works (Ward 4, Ald. White)

- A request was made by the owner of Frame Works on Cherry St. south of Main St. to install a 2-hour parking spot in front of their entrance.
 - The request stated that employees of the adjacent property to the north park in the parking spot for long periods of time. They feel the 2-hour parking spot would be beneficial for both their business and the bars and restaurants in the area.
 - Currently, Cherry St. on that block has street parking on both sides of the street.
 - The City does not have any current parking restrictions for street parking of two hours or less. Courtesy signs have been installed in some locations downtown to try and prevent long-term parking in the area. These restrictions are not enforceable by ordinance, only recommendations.
 - The Committee discussed that it is not currently a practice to install enforceable 2-hour parking signs on the street. Courtesy signs have been installed in the past in the downtown area, but these signs are not subject to ticket but are there only to discourage long-term parking. It is not recommended to install one of these signs at this location. However, city staff is currently looking at the need for a permanent short term parking solution in the downtown area, such as for curbside pickup. This location will be looked at as part of that study.
-

Location Map



Recommendation: Do not install a 2-hour parking restriction. Further study to determine if another short-term parking solution is needed on this block to serve the businesses.

22-11> Request to install an all-way stop at Knox St. and Lombard St. and at Knox St. and Locust St. (Ward 3, Ald. Wallace)

- Two separate requests were made to address concerns at the intersections of Knox St. and Lombard St. and Knox St. and Locust St.
 - The request stated that speeding vehicles on Knox St., motorists disobeying the stop signs at these intersections, and the school traffic and pedestrians made these intersections dangerous. The requests asked for these intersections to be all-way stops.
 - Currently, Knox St. is the through street and traffic is required to stop at both Locust St. and Lombard St. Parking is allowed at on both sides of Knox St.
 - The Committee discussed that grade levels and number of students that will be attending Lombard next school year will change, and any long-term changes should be looked at after that change has occurred. Traffic during busy times will be observed once school is in session. Staff will look at the warrants for an all-way stop to determine if there is a need for any changes to the traffic control at these intersections.
-

Location Map



Recommendation: Further study

22-07> Request to allow Utility Vehicles (UTV's) or golf carts on City streets

- A request was made during public comment at a City Council meeting to allow UTV's or golf carts on City streets.
- Illinois law does not allow the use of ATV's or UTV's on any street, highway, or roadway. The statewide prohibition also does not apply where a local ordinance or resolution has been adopted that permits UTV use on local roadways.

- Other municipalities within Illinois have passed ordinances allowing UTV or golf cart use on city streets with certain stipulations. The examples found of other municipalities that allow these vehicles were communities less populated than Galesburg. Their use is often limited to local streets with less traffic, and they cannot be driven on state routes. Drivers must be licensed and are still governed by all rules of the road when operating these vehicles on local street. The vehicles are required to be registered and permitted within the city and be equipped to be driven on the street.
 - The closest comparable city in Illinois in terms of population that was found was Jacksonville, IL. They are a community of ~20,000, but similar to Galesburg, they have some busier streets and State routes in the City. A representative from the City of Jacksonville was consulted to find out information on what their experience has been with the ordinance. The following information was discussed:
 - They have allowed UTV's and golf carts to be used on local streets for the last 7 years. ATV's are not allowed.
 - Each vehicle and user must register each calendar year they are going to use the vehicle
 - The vehicle is inspected by the City each year prior to registering, and the user must show proof of license and insurance
 - They permit approximately 50-60 vehicles each year on average
 - The vehicle must be equipped with seatbelts and a list of other safety features
 - They charge \$100 to register and obtain a permit each year
 - Overall, they felt the program had been a positive one. To their knowledge, there had not been any serious crashes or citations issued for serial offenders of the ordinance.
 - The biggest issue they experienced was getting the program started and getting the public educated on the requirements of the ordinance. They occasionally receive complaints about vehicles and will have to follow up on each one to ensure they are complying.
 - The Committee discussed some potential pros and cons of allowing these vehicles on City streets in Galesburg. Some of the potential pros included the following:
 - Residents may benefit from having an alternative mode of transportation, especially when travelling shorter distances within neighborhood
 - It may be more fuel efficient, depending on the vehicle
 - For some, it would be a benefit to living in Galesburg, as not all communities allow the use of these vehicles.
 - Some of the potential cons discussed by the Committee were as follows:
 - Crashes involving these vehicles could be more prone to serious or fatal injuries.
 - Galesburg has more heavily travelled streets than smaller communities where these are typically allowed.
 - There may be a learning curve in implementing the program and ensuring residents are aware of the requirements.
 - Overall enforcement of the requirements associated with operating these vehicles would be a concern. Primarily, it may be difficult to enforce the
-

vehicles not travelling or crossing busier streets. Also, ensuring unlicensed or unregistered motorists are not driving these vehicles.

- Some residents may not like the use of these vehicles in neighborhoods, as they can travel off the roadway and could end up on private property. Also, there may be noise concerns when using some of these vehicles on residential streets
- The City may have to provide a staff member that would have to inspect vehicles each year for compliance when they register
- The Committee discussed the pros and cons, and ultimately do not recommend allowing these vehicles on City streets. Primarily, the safety concerns and other issues mentioned outweighed some of the benefits that were discussed.

Recommendation: Do not allow UTV's or golf carts on city streets

**CITY OF GALESBURG
COUNCIL LETTER
JUNE 20, 2022**

AGENDA ITEM: Revised agreement for professional services agreement for Community Center Master planning.

SUMMARY RECOMMENDATION: The Interim City Manager, Interim Director of Park and Recreation, and Director of Community Development recommend approval of the revised agreement for professional services from Farnsworth Group for development of a master plan for a future Community Recreation Center for the fixed fee amount of \$18,800 plus time and material for assisting the Council with determining the programs and services to be located in the facility.

BACKGROUND: Farnsworth Group has experience in developing recreational/community centers. The goal of the master planning study is to establish, through a consensus process, a program of spaces and activities the proposed facility needs to accommodate. Specifically, the scope of this agreement includes:

- Meet with the Mayor and Council members to review programming needs and establish priorities. This can be done as a group exercise or individually
- Meet with City staff to review program needs
- Identify the space and other amenities needed for the agreed upon program needs
- Facilitate a tour of two previously completed projects with the Council (Pontiac IL and/or Sycamore, IL)
- Based on the program needs and space requirements, evaluate the existing Churchill building for housing the programs. The evaluation will include; identify spaces for the programs, identifying unused space, identify programs that may not fit into the existing building, develop a conceptual design for the facility, develop an opinion of probable cost, and prepare a conceptual rendering of the building showing the new exterior elements and signage.
- Based on the program needs and space requirements, evaluate constructing a new building to meet those needs instead of renovating Churchill school. This will include an opinion of probable cost.

BUDGET IMPACT: It is proposed for the cost of the professional services agreement to be paid from the General Fund, 160 - 59500.

SUPPORTING DOCUMENTS:

1. Farnsworth Group Professional Service Agreement



Proposal

City of Galesburg

Community Center Planning Proposal

April 2022

April 22 2022

Wayne E. Carl, P.E.
Director of Public Works
City of Galesburg
55 W Thompkins St.
Galesburg, IL 61401

Re: Community Center Master planning

Wayne

Farnsworth Group is to present this proposal is for the development of a master plan for a future Community Recreation Center in Galesburg. The project is further defined in the following scope of services and description of the project as we understand it, based upon our previous meeting and discussions.

Project Description

Project Goals

Establish, through a consensus process, a program of spaces and activities the proposed facility needs accommodate.

Determine whether the proposed Program can be accommodated at the Churchill School or if an alternative site would better serve the project. The study will: compare the needs established in the program with the spaces available in the existing building; Identify any compromises forced on the program by the existing structure; Compare the cost of renovating the existing building and bringing it into compliance with current code, with the cost of building a new facility built specifically to meet the programming needs.

Develop a visual concept for the Community Center if it is to be located at Churchill school. Concept will include façade elements to provide a new public experience at the exterior.

Project Contact Information

FARNSWORTH GROUP contacts for this project will be:

Principal in Charge
Caius Jennison
Office 309.689.9888
cjennison@f-w.com

Proposed Scope of Services

- **Architecture Scope**

Programming

Develop a list of spaces and activities the facility will accommodate.

Meetings (in Person or electronically)

Meet with City staff to review program needs developed to date

Meet with Mayor and City Council members to review program and establish priorities and identify consensus. We can do this as a consensus building group exercise – or individually to establish priorities that we then share with

Identify required facilities for each activity – space required and other amenities.

Test fit – Churchill School

Review existing drawings and verify the size of the existing spaces.

Prepare a conceptual design for the facility using the existing building

Identify spaces with redundancy or that are oversized.

Identify program elements that do not fit well with the existing structure

Identify portions of the building that might be unused.

Review code requirements for potential issues triggered by the proposed changes in facility use. Required fire separation, exits and egress distances and accessibility, no. of restrooms etc.

Develop an opinion of probable cost for the project at this location.

Visioning - Prepare a conceptual rendering on the building indicating new exterior elements and signage

New Building concept for initial opinion of cost

Based on the areas and amenities identified in the program develop an opinion of probable cost to construct a new building to meet those needs.

An allowance for general site development will be included but actual site development costs will vary with existing conditions, utility connections etc. And can only be determined when a site has been selected.

Deliverables:

Illustrated written report in hard copy and pdf formats. Graphics formatted for public display.

Future Services

The following services are available from our firm but not included in this proposal:

- Inspection of existing building systems to verify existing condition or capacity to accommodate changes.
- Specific site evaluations beyond Churchill School
- Completion of the design and preparation of construction documents to bid the work.
- Construction administration services
- Revisions and/or scope changes
- Preparation of plans or specifications not specifically defined by this agreement
- This proposal does not include developing construction level floorplans of the existing building. If existing plans cannot be found a full survey of the building will be necessary in the future if it is to be remodeled.

FARNSWORTH GROUP, INC. will provide additional services listed above, or other services not listed, as requested subject to mutually agreed upon terms and approval by the Owner.

Assumptions and clarifications

Clarification – The agreement is for initial master planning and conceptual design services only. It does not include preparing construction documents for bidding and completions of the work.

Client Responsibilities

To complete the scope of services outlined above, the CLIENT shall provide the following items:

1. A designated single point of contact available to meet with FARNSWORTH GROUP to discuss and/or clarify any items necessary throughout the duration of the project and provide full access to all existing facilities as when needed by the FARNSWORTH GROUP team.
2. Prompt written notice to FARNSWORTH GROUP if the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances which may require a change in the Scope of Services.
3. Timely responses to requests for information.
4. Provide existing building drawings if they can be found.

5.

Summary of Professional Fees

Farnsworth Group, Inc. proposes to provide the described schematic design services for the fixed fees listed below plus normal reimbursable expenses

- Planning and Design \$18,800

Project Timeline

Programming, and Conceptual Design: approx. 8 weeks from Notice to proceed

Agreement

Thank you again for the opportunity to provide you with this proposal. Please indicate your acceptance of this proposal as presented by signing and returning one copy for our records.

We look forward to working with you on this exciting project. Please call me if you have any questions or comments.

Sincerely,



FARNSWORTH GROUP, INC.
Caius Jennison RIBA
Principal

FARNSWORTH GROUP, INC.

CITY OF GALESBURG

Signature

Signature

Caius Jennison

Typed Name

Typed Name

Principal

Title

Title

Date

Date

**CITY OF GALESBURG
COUNCIL LETTER
JUNE 20, 2022**

AGENDA ITEM: Settlement Agreement and Release of Claims

SUMMARY RECOMMENDATION: The City Manager and City Attorney / Administrative Services Director recommend approval of the settlement agreement.

BACKGROUND: This agreement provides that Steven Coleman and his related entities will release the City from any claims they may have, including the pending federal case 19-CV-4096. The officers named in this lawsuit will be dismissed, and the settlement is only with the City of Galesburg.

Mr. Coleman will receive a monetary payment of \$180,000, and forgiveness of certain fines and fees for his business entities valued at approximately \$3,100. Additionally, the City agrees not to object to any effort made by Mr. Coleman to expunge his records relating to his arrest on June 19, 2018.

The settlement is not an admission of liability. The City will make a portion of the payment, estimated to be approximately \$140,000, with the remainder being paid by the City's insurer.

BUDGET IMPACT: Sufficient funds are available in the Risk Management Fund.

SUPPORTING DOCUMENTS:

1. Settlement Agreement and Release of Claims

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, STEVEN COLEMAN ("Releasor"), being of lawful age, for the sole consideration of one hundred eighty thousand dollars (\$180,000), to the undersigned in hand paid, receipt whereof is hereby acknowledged, does hereby for himself and for his corporate or business entities, Team Coleman LLC and Coleman Construction, and for his and their heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges CITY OF GALESBURG, its officers, employees, and agents, and its and their insurance carrier and claims administrators, ("Releasees"), and their agents, servants, successors, assigns, officers, employees, heirs, executors, administrators, insurers and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of use, loss of service, punitive damages, exemplary damages, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to result from an incident which occurred on or about June 19, 2018, at or near 74 North Chambers Street, in the City of Galesburg, County of Knox and State of Illinois, said incident more particularly described in pleadings filed in the United States District Court for the Central District of Illinois, District Court Case No. 19-CV-4096 and any subsequent events up to the date that this agreement is executed including, but not limited to, Plaintiff's arrest by Galesburg police in 2021, and any other interactions with the Galesburg Police Department, and any allegations relating to liquor license enforcement or non-enforcement, or the issuance, suspension, revocation or termination of any liquor license through the date of this agreement.

In further consideration for the covenants herein, the CITY OF GALESBURG, will waive all outstanding fines and fees owed by STEVEN COLEMAN, Team Coleman LLC, and Coleman Construction, being approximately three thousand one hundred dollars (\$3,100). The City further agrees that it will take no position with regard to COLEMAN's effort to expunge records relating to his arrest on June 19, 2018.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace. The undersigned hereby declares and represents that the injuries and/or damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and, in making this release, it is understood and agreed that the undersigned relies

wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and/or damages and liability therefor, and this release is made without reliance upon any statement or representation of the parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declares and represents that there may be unknown or unanticipated injuries and/or damages resulting from the above-stated incident and, in making this release, it is understood and agreed that this release is intended to include such injuries and/or damages.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

Releasor and his attorneys agree to indemnify and hold harmless Releasees with respect to the claim released hereunder, from and against any judgment, liability or indebtedness to any other person or entity claiming entitlement to offset, payment, benefit or credit with respect to the claim, including, but not limited to, any claim brought by the United States for recovery of conditional payments or anticipated future medical payments made by or on behalf of Medicare. In addition, Releasor and his/her attorneys agree to promptly notify Releasees in writing of any claim, suit or demand which comes or may come within the scope of this provision.

As further consideration for the settlement referenced herein, Releasor hereby waives, releases and forever discharges Releasees from any obligations for any claim, known or unknown, arising out of the failure to provide for a primary payment or appropriate reimbursement pursuant to 42 U.S.C. §1395y(b)(3)(A).

Releasor and his attorneys further agree to cooperate and assist Releasees to resist any challenge to the validity of this agreement, and to defend against any claims asserted against Releasees as a result of the settlement referenced herein. Further, Releasor and his attorneys agree to execute and deliver to Releasees all documents and undertake such further actions as are necessary to effectuate the purposes of this agreement, including, but not limited to, providing copies of all documents between Releasor and Medicare, CMS or the Medicare Secondary Payer Recovery Contractor regarding the reduction of Medicare's recovery demand.

In consideration of the payment received pursuant to this Agreement, the undersigned and his counsel agrees that no term, condition, or provision of this Agreement, no aspect of the claim, contention, fact, or any aspect of the claim from which this Agreement arises shall ever be published or publicized and shall remain strictly confidential to the extent permitted by law. Plaintiff will not post any information or material related to this case on Facebook, blogs, or other social media or internet platforms. Plaintiff will not solicit media or other individuals to request disclosure of or publicize the settlement or settlement agreement. The undersigned agrees to release information concerning the settlement terms only to his attorneys, tax advisors, and spouse, and as necessary to address financial affairs or if required by law. The parties acknowledge and understand that this settlement may be subject to disclosure pursuant to Illinois' Freedom of Information Act and/or Open Meetings Act.

Plaintiff and his counsel expressly agree that failure to maintain confidentiality of the terms and conditions of this settlement will be a material breach and will permit the Released Parties to seek recourse as permitted under Illinois law. Plaintiff and his counsel acknowledge that this confidentiality clause is an integral part of the consideration conveyed to the Released Parties.

THE UNDERSIGNED HAS/HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND(S) IT.

Signed, sealed and delivered this ____ day of _____, 201__.

STEVEN COLEMAN

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On the ____ day of _____, 2022, before me personally appeared STEVEN COLEMAN, to me known to be the person(s) named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

Notary Public

Signed, sealed and delivered this ____ day of _____, 2021.

LOUIS J. MEYER, Plaintiff's counsel

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On the ____ day of _____, 2022, before me personally appeared LOUIS J. MEYER, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

Notary Public

Signed, sealed and delivered this ____ day of _____, 2021.

CITY OF GALESBURG,

By: _____
Its

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On the ____ day of _____, 2022, before me personally appeared _____, to me known to be the person named herein, and who executed the foregoing release and who acknowledged to me that he voluntarily executed the same and fully understood the provisions thereof.

Notary Public

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Facade grant for 150 E Simmons Street.

SUMMARY RECOMMENDATION: The Galesburg Landmark Commission met on June 7, 2022 and approved a Certificate of Appropriateness to replace the windows. The Facade Advisory Committee (FAC) met on June 7, 2022 to review this request for facade assistance. The Committee recommended approval of the facade assistance in an amount not to exceed the maximum of \$40,000, or 26.4848% of the actual final project costs, whichever is less.

BACKGROUND: Iron Spike Brewing Company, LLC applied for a facade grant.

The proposed project would replace 10 of the 2nd story arched windows with single hung arched windows, 3 of the 2nd story rectangular windows on the east side with double hung rectangular windows and 1 fixed window on the first floor. Tuckpointing and a water repellant brick sealer will be applied to also help keep water out of the building. Some reframing will be required to replace rotted window openings and trim work to finish the look once windows are installed. Once the work is completed, it will allow the business to reopen and utilize the second floor and estimate 6 jobs will be created.

The historical name of the property at 150 E Simmons St is Old Central Fire Station and it has been a Local Landmark since August 1977. As such, exterior improvements must be reviewed and approved by the Galesburg Landmark Commission (GLC) for a Certificate of Appropriateness. At their June 7th meeting, the GLC determined the activity proposed will not adversely affect the significant historical or architectural character and is appropriate and consistent with the design criteria established for landmarks.

The estimated total façade project cost is \$151,030 and they are eligible to request up to \$40,000 or 26.4848% of the actual final project costs, whichever is less, through the façade grant program. The remaining funds to complete the project will be paid by the owner.

If approved, the owner anticipates beginning work as soon as possible and estimate it will take 3 months to complete.

BUDGET IMPACT: As a separate approval on the Council agenda, \$40,000 will be transferred from Tax Increment Financing District #2 to the Tax Increment Financing District #4 Fund.

SUPPORTING DOCUMENTS:

1. Aerial – general location
2. Photo showing which windows will be replaced
3. Facade Agreement



A number line representing distance in feet. The line has tick marks at 40, 20, 0, 40, 80, and 120. The word "Feet" is at the right end. There are three white rectangular blocks: one from 40 to 20, one from 0 to 40, and one from 40 to 80.





FACADE GRANT AGREEMENT
WITH
IRON SPIKE BREWING COMPANY, LLC

Original Lot 4 and the East 4 feet of Original Lot 5 in Block 31 of the Original town, now City, of Galesburg, Knox County, Illinois, EXCEPTING THEREFROM the following described real estate:

The South 66 feet of said Original Lot 5 and the South 66 feet of the East 4 feet of said Original Lot 5 in Block 31 of the Original Town, now City, of Galesburg, Knox County, Illinois.

COMMONLY KNOWN AS: 150 E Simmons Street, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-15-230-032

Submitted by:
Kelli Bennewitz
City Clerk
City of Galesburg

Return to:
Kelli Bennewitz
City Clerk
City of Galesburg

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between the City of Galesburg, an Illinois municipal corporation, hereinafter referred to as “City”, whose address is 55 West Tompkins Street, P.O. Box 1387, Galesburg, Illinois, 61401 and Benedict Developers, LLC (hereinafter referred to as “Recipient”), whose address is 875 Meyer Rd, Knoxville, Illinois, 61448.

WHEREAS, the City has established the Downtown Facade Redevelopment Program pursuant to resolution 16-07 (hereinafter referred to as “Program”). The purpose of the Program is to encourage architecturally appropriate improvements to commercial facades readily visible to the public, with the goal of promoting the attraction and retention of business operations and enhance the interest in visiting the downtown area, which will improve the overall economic condition of the City; and

WHEREAS, the objective of the Program is to provide a financing mechanism which will make business improvements in the Downtown Area, which is a geographically defined area shown in the Program, financially feasible or economically more viable than it would be without the benefit of this Program, and that such inducements will help maintain and expand business activity and attract new business investments which might otherwise not occur in the Downtown Area; and

WHEREAS, the Recipient has submitted the required documentation to request funds from the Program, and the Facade Advisory Committee and the City have determined that the Project to be undertaken by the Recipient fits the established criteria,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement and herein, the City and the Recipient agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms.

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise.

“Agreement” means this document for development pursuant to the Downtown Facade Redevelopment Program.

“City” means the City of Galesburg, Illinois.

“Construction Documents” means written, graphic and pictorial documents prepared or assembled by an Illinois licensed design professional for describing the design, location and physical characteristics of the Project necessary for obtaining construction permits.

“Estimated cost of the project” means the cost of the Project as estimated as of the date of this Agreement and as reflected on Exhibit C attached hereto and made a part hereof.

“Event of Default” means those occurrences, actions or lack of action which shall be construed to be a breach of failure to perform pursuant to the terms of this Agreement as set forth in Section 12 of this Agreement.

“Facade” means the exterior of a building visible from a public street or alley.

“Grant” means the monies provided by the City to the Recipient to reimburse costs specified in Section 7 herein.

“Program” means the Downtown Facade Redevelopment Grant Program pursuant to resolution 16-07.

“Project” means the redevelopment of the Facade as described in Exhibit B.

“Property” means the parcel(s) in which the Project is taking place, as described in Exhibit A.

B. Construction of Words.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

C. Non-Limitation of City’s Remedies.

Nothing contained herein shall in any way limit the remedies of the City pursuant to other sections of this Agreement and pursuant to law and equity in the Event of Default.

SECTION 2: COVENANTS AND RESTRICTIONS

A. Non-Discrimination. The Recipient agrees for itself and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Recipient and such successors and assigns, shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

B. Duration of Covenants. It is intended and agreed that the covenants provided in Section 2 shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Recipient itself, each successor in interest to the Property, and in every part thereof, and each party in possession or occupancy, respectfully, only for such period as such successor or party shall have title to an interest in, or possession or occupancy of the Property.

- C. Guarantees. The Recipient agrees for itself, its successors and assigns and every successor in interest to the Property or any part thereof, that the Recipient and such assigns shall guarantee the Project shall begin within 180 days from the date this Agreement is executed and shall use its best efforts to cause said improvements to be in accordance with the Construction Documents approved by the City. A Project description is attached hereto as Exhibit B and incorporated herein by this reference.
- D. Covenants Running with the Land. It is intended and agreed that the covenants referred to above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns, and the City, the State of Illinois, and the United States of America with regard to Section 2A of this Agreement, and against the Recipient, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.
- E. Binding for the Benefit of the City. It is also intended and agreed that the foregoing agreements and covenants running with the land shall in any event and without regard to technical classification or designation legal or otherwise itself be to the fullest extent permitted by law and equity binding for the benefit of the City and enforceable by the City and the State of Illinois and the United States against the Recipient and its successors, assigns to or of the Property or any part thereof or any interest therein.
- F. This Agreement shall be governed by the State of Illinois and the parties agree that Knox County is and will be the appropriate venue for the hearing of any dispute relating to this Agreement.

SECTION 3: CITY AND OBLIGATION

- A. The City shall provide to Recipient reimbursable grant not to exceed the total amount of \$40,000 or 26.4848% of the facade Project cost specified in Exhibit C, or 26.4848% of the actual final project costs, whichever is less for the Project as described in Exhibit B (hereinafter both grants referred to as the "Grant"). Said Grant will be available to the Recipient for the expenses as outlined in Exhibit C. Payment to the Recipient shall be in the form of a reimbursement of expenses paid by the Recipient. Grant reimbursements, to the maximum extent possible, will be made by the City within 30 business days of the date the Certification for Reimbursement of Facade Grant was received by the City.

SECTION 4: RECIPIENT'S OBLIGATION AND RIGHTS

- A. Guarantees. In consideration of the Grant to be provided, the Recipient guarantees the construction of the project. Specifically, Recipient guarantees the activities as outlined in Exhibit B shall be completed at the estimated cost of \$151,030.00, as outlined in Exhibit C.

- B. Submission of Construction Documents. If applicable, prior to commencement of construction the Recipient shall submit to the City for its approval, which approval shall not be unreasonably withheld, Construction Documents prepared by an Illinois licensed design professional that are of sufficient clarity to indicate the location, nature and extent of the work proposed as outlined in EXHIBIT B.
- C. Conformance to Construction Documents. All work with respect to the Project to be construed or provided by the Recipient on the Property shall be in substantial conformity with the Construction Documents and Project description as outlined in EXHIBIT B.
- D. Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to all applicable Federal, State and Local laws, regulations and ordinances including, but not limited to construction codes, life safety code and Illinois Accessibility Code.
- E. Changes in Construction Documents. If the Recipient desires to make any substantial change in the Construction Documents which significantly affects the appearance, function, or structural integrity of the Project, whether prior to, or subsequent to the funding of the Grant, the Recipient shall submit the proposed change to the City for its approval.
- F. Improvements, Commencement and Completion Requirements.
 - 1. Commencements. The Recipient agrees for itself, its successors and assigns that it shall begin within 180 days from the date this Agreement is executed and diligently prosecute to completion the redevelopment of the Property through the construction of the Project thereon pursuant to the approved Construction Documents and in accordance with approved changes.
 - 2. Compliance. The Recipient agrees for itself, its successors and assigns that the construction of the Project shall be in compliance with applicable Federal, State and Local laws, regulations and ordinances. All construction permits are secured and all associated fees are paid prior to the onset of work and all completed work shall pass appropriate inspections of applicable reviewing agency.
 - 3. Remedies. In addition to all the available remedies provided by this Agreement, the City shall have all available remedies pursuant to law and equity to remedy defects and recover damages in the event of any violation of subparagraphs F1 and F2 immediately preceding.
 - 4. Lien Waivers. All contracts payable from Grant funds shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that waivers of lien be required for all payments made.
- G. Financing Authorization and Commitment. Prior to any disbursement of Grant funds by the City, the Recipient shall submit to the City evidence that the Recipient has the appropriate authorization to

proceed, and has sufficient funds available or financing in place to cover the costs associated with the private share of the project.

- H. Progress Reports. Until construction of the Project has been completed, the Recipient shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.
- I. The Recipient shall agree to work with and cooperate with the City to inform the public about the Project.
- J. Maintenance and Alteration.
 - 1. The Recipient, its successors and assigns, shall maintain the façade improvements for a period of five (5) years from the date of the final Grant reimbursement.
 - 2. The Recipient, its successors and assigns, shall not alter, modify or remove facade improvements for a period of five (5) years from the date of the final Grant reimbursement without written approval from the City.

SECTION 5: REPRESENTATIONS OF THE RECIPIENT

The Recipient represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. Organizational and Authorization.

The Recipient is: IRON SPIKE BREWING COMPANY, LLC

150 E Simmons St

Galesburg, IL 61401

B. Use of Proceeds.

All of the proceeds from the Grant funds will be used for the facade renovation costs of the Project as provided for herein.

C. Location of the Project.

The Project will be located on the Property, as described in Exhibit A.

D. Estimated Costs.

The Estimated Cost of the Project is set forth in Exhibit C attached hereto.

E. Changes in Acquisition or Construction of Project.

The Project consists and will consist of the property described in Exhibit A attached hereto and no changes shall be made in the construction of the Project which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement.

F. Conformance with Requirements and Regulation.

The Recipient has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances and land use regulations including those contained herein affecting the Property and the Project, and covenants that the Construction Documents and the construction of the improvements in accordance with the Construction Documents do and will in all respects conform to and comply therewith.

SECTION 6: ADDITIONAL COVENANTS OF THE RECIPIENT

- A. Indemnification Covenants. The Recipient agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project while the Property remains in existence and against and from all claims arising from (i) any condition of the Project (ii) any breach or default on the part of the Recipient or its successors and assigns in the performance of any of its obligations under this Agreement (iii) any act of negligence of the Recipient or of any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or lessee of the Recipient, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Recipient, or (v) any performance by the City of any act required under this Agreement or required by the Recipient or its successors and assigns other than negligent or willful misconduct of the City. The Recipient agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as foresaid or in connection with any action or proceeding brought thereon. In case any such claim is made or action brought based upon any such claim in respect of which indemnity may be sought against the Recipient, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Recipient shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of such counsel has been specifically authorized by the Recipient.
- B. Insurance. The Recipient shall agree to keep and maintain its property insured for its full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar business. All insurance policies shall contain an endorsement that the insurance company shall provide the City at least 30 days prior written notice before any such policy shall be altered or canceled.
- C. Maintenance and Repair. The Recipient agrees that it will maintain and repair the Project in accordance with the requirements of this Agreement.

SECTION 7: GRANT ASSISTANCE

- A. Grant Assistance to the Recipient. The City agrees, upon the terms and conditions in this Agreement, to make available an amount as specified in Section 3 A.
- B. Permitted Expenditures. No Grant funds may be disbursed from the City to Recipient unless they are for the purpose of paying the costs which are permitted by the Program as it may be amended from time to time.
- C. Disbursement from Grant Fund. At the request of and on behalf of the Recipient, the City, pursuant to the terms and conditions of this Agreement shall through disbursements from the appropriate Tax Increment Financing Fund, to the extent of funds available, reimburse to the Recipient for the costs incurred for the Project as set forth on Exhibit C attached hereto.
- D. Modification of Expenditures. The items set forth on Exhibit C may be modified by increasing or decreasing the cost of a particular item by adding or deleting items from the list provided. However, the total amount to be funded shall not exceed \$151,030.00 (One Hundred Fifty One Thousand Thirty Dollars and Zero Cents) and further, provided that any such modification shall conform to the requirements of subsection 7B and the requirements of this Agreement. All requests for modification shall be in writing to the City. If such modification conforms to the requirements of this Agreement, the City shall approve the proposed change and process the request for reimbursement.
- E. Conditions Precedent to Disbursement. Prior to the initial reimbursement payment, unless waived by the City in writing, Recipient will furnish to the City the following, all to be satisfactory in both form and substance to the City, which shall be conditions precedent to the City's disbursement of Grant funds. Any item, the production of which has not been waived by the City, shall be furnished by the Recipient to the City as soon as reasonably available.
 - 1. Necessary and appropriate construction permits;
 - 2. Organization documents and filings for the Recipient and all resolutions necessary to effect the obligations of the Recipient pursuant to this Agreement;
 - 3. Satisfactory proof that policies of insurance of all types and coverages required under the term of this Agreement have been obtained and are in force;
 - 4. Contracts and subcontracts covering the construction of the Project;
 - 5. Internal Revenue Service and Illinois taxpayer identification numbers for Recipient;
 - 6. Evidence satisfactory to the City that Recipient holds fee simple title to the Property subject only to the encumbrances of the First Mortgage or holds valid options to acquire fee simple title to the Property subject to the above noted encumbrances;

7. Evidence of funds available for completion of the Project;
 8. Requests for Reimbursements. Concurrently with the request for any Grant disbursement, Recipient shall have their Architect furnish to the City, separately with respect to each disbursement request, an Application and Certificate for Payment duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as the City shall require. Such request shall include a detailed breakdown of any costs associated with the project showing the amount expensed to date and the amounts then due and unpaid, and receipted invoices and/or releases or waivers of lien forms approved by the City from each material dealer, contractor and subcontractor who has done work or has furnished materials for construction of the Project, including but without limitation those covered by each such an Application and Certificate for Payment of Façade Grant.
- F. Time for Payment of Requisitions. If the City shall so require, thirty (30) days shall intervene between the date of receipt by City of an Application and Certificate for Payment of Façade Grant and the date upon which the City shall be obligated to effect such reimbursement.

SECTION 8: CONSTRUCTION OF THE IMPROVEMENTS

- A. Commencement and Completion. Recipient shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Recipient shall cause Project to be constructed in a good and workmanlike manner in accordance with the Construction Documents and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any government agency or authorities having or exercising jurisdiction over the Property or the Project and will not cause, permit or allow any substantial deviation from the Construction Documents without prior written consent of the City.
- B. Contract Prohibitions. Unless otherwise previously agreed by the City in writing, all contracts let by Recipient or Recipient's contractor in connection with construction of the Project shall contain a prohibition against any material change in the Construction Documents involving a structural, square footage, design change or other substantial change without the City's prior written consent being had thereto.

SECTION 9: LIABILITY INSURANCE

Prior to any Grant disbursement, Recipient or Recipient's contractor shall procure and deliver to the City at Recipient's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Recipient contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction contractor's liability insurance with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 (One Million

Dollars) each occurrence and \$2,000,000 (Two Million Dollars) total. All such policies to be in such form and issued by such companies as shall have been approved by the City to protect the City and Recipient against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer thereunder to give written notice to the City at least 30 (thirty) days prior to any cancellation or amendment of its policy.

SECTION 10: RIGHTS OF INSPECTION

The City or its designee shall have the right at any time and from time to time to enter upon the Property for the purposes of inspection and if the City in its judgment, determines that any work and materials are not in conformity with the Construction Documents, as the same were theretofore approved in writing by the City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, the City shall have the right to stop the work and to order replacement or correction of any such work or materials regardless of whether or not such work or materials have theretofore been incorporated into the Project. Inspection by the City of the Property or the Project shall be for the sole purpose of protecting the security for the Grant assistance and shall not be construed as a representation by the City that there has been compliance with the Construction Documents or that the Project will be or are free of faulty materials or workmanship, or a waiver of any rights the City or any other party may have against Recipient or any other party for non-compliance with the Construction Documents.

SECTION 11: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

- A. Representation as to Purpose. The Recipient represents and agrees that its redevelopment of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the redevelopment of the Property only.
- B. Prohibition Against Transfer of Property and Assignment of Agreement. The Recipient represents and agrees for itself and its successors and assigns that:
 - 1. Prohibitions. Except only by way of security for a First Mortgage and only for the purpose of obtaining financing necessary to enable the Recipient or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Project under this Agreement, the Recipient (except as so authorized) has not made or created, and it will not, prior to receipt of the certificate of occupancy from the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust

or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, except for utility easements, without prior written approval of the City.

2. Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Recipient (or, in the event the transfer is of or related to part of the Property, such obligations to the extent that they relate to such part.)
 - b. Any proposed transferee, by instrument in writing satisfactory to the City and in a form recordable among the real property records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Recipient under this Agreement and agreed to be subject to all the conditions and restrictions to which the Recipient is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever, to the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Project; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property of any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of, or with respect to, any rights or remedies or controls provided in or resulting to the Property and the construction of the Project that the City would have had, had there been no such transfer or change.
3. The Recipient and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the purposes of the Real Property Tax Increment. Provided, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Recipient, or any other

party in interest bound in any way by the Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

SECTION 12: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Recipient in this Agreement, or in any certificate, notice, demand or request made by the Recipient, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
2. Default in the performance or breach of any covenant contained in this Agreement concerning the covenant of Recipient with regard to its existence and ownership of the Property; or
3. Default in the performance or breach of any other covenant, warranty or obligation of the Recipient in this Agreement and continuance of such default or breach for a period of 30 (thirty) days after Recipient has actual knowledge thereof; or
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Recipient in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Recipient for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 (sixty) consecutive days; or
5. The commencement by the Recipient of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Recipient or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Recipient generally to pay such entity's debts as such debts become due or the taking of action by the Recipient in furtherance of any of the foregoing.

B. Remedies on Default

1. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Recipient or any successors or assigns, the Recipient shall repay to the City a portion of the Grant amount received according to the following formula:

60 months – (months elapsed from date Grant funds received)	X	Grant funds received	=	Repayment Amount
<hr/>				
60 months				

2. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor, upon written notice from the other, shall take immediate action to cure or remedy such default or breach, and, in any event, within 60 (sixty) days after receipt of such notice. In case such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
 3. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then and in every such case the Recipient and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Recipient and the City shall continue as though no such proceedings had been taken.
- C. Agreement to Pay Attorney's Fees and Expenses. In the event the Recipient should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the Recipient agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

In the event the City should default under any of the provisions of this Agreement and the Recipient should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the City agrees that it will, on demand therefore, pay to the Recipient the reasonable fees of such attorneys and such other expenses so incurred by the Recipient.

SECTION 13: OTHER RIGHTS AND REMEDIES OF CITY AND RECIPIENT

- A. No Waiver by Delay. Any delay by the City or the Recipient in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not serve to waive or to deprive it of or limit such rights in any way (it being the intent of this provision that the City or Recipient should not be

constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by default involved; nor shall any waiver in fact made by the City or Recipient with respect to any specific default by the Recipient or the City under this Section be considered or treated as a waiver of the rights of the City or the Recipient with respect to any other defaults by the Recipient, or the City under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City or the Recipient.

- B. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different time, of any such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition as to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 14: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement except regard to payment of real property taxes or guarantees as provided herein, neither the City, nor the Recipient, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for the redevelopment Project or of the Recipient with respect to construction of the Project as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall, within 10 (ten) days after

the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 15: EQUAL EMPLOYMENT OPPORTUNITY

The Recipient, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement that the following will apply:

- A. Non-Discrimination. The Recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Recipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. Advertising. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Non-Compliance. In the event of the Recipient's non-compliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part.
- D. Mandatory Inclusions of Provisions. The Recipient will include the provisions of Paragraphs " A " through " C " of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 16: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 17: CONFLICT OF INTEREST

No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 18: NOTICES

All notices, requests, demands and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other address as shall be given in like manner by any party to the other):

City of Galesburg:

Recipient:

City of Galesburg
Community Development Department
55 West Tompkins Street
Galesburg, IL. 61401

Iron Spike Brewing Company, LLC
Ryan Cardwell
150 E Simmons St
Galesburg, IL 61401

SECTION 19: COUNTERPARTS

If the Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and each shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

City of Galesburg
A municipal corporation

Recipient

By:

Peter Schwartzman

Ryan Cardwell

Its:

Mayor

Its:

Manager

Attest:

Kelli R. Bennewitz, City Clerk

Attest:

EXHIBIT A
PROPERTY DESCRIPTION

Original Lot 4 and the East 4 feet of Original Lot 5 in Block 31 of the Original town, now City, of Galesburg, Knox County, Illinois, EXCEPTING THEREFROM the following described real estate:

The South 66 feet of said Original Lot 5 and the South 66 feet of the East 4 feet of said Original Lot 5 in Block 31 of the Original Town, now City, of Galesburg, Knox County, Illinois.

COMMONLY KNOWN AS: 150 E Simmons Street, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-15-230-032

EXHIBIT B
PROJECT DESCRIPTION

The proposed project would replace 10 of the 2nd story arched windows with single hung arched windows, 3 of the 2nd story rectangular windows on the east side with double hung rectangular windows and 1 fixed window on the first floor. Tuckpointing and a water repellant brick sealer will be applied to also help keep water out of the building. Some reframing will be required to replace rotted window openings and trim work to finish the look once windows are installed. Once the work is completed, it will allow the business to reopen and utilize the second floor and estimate 6 jobs will be created.

It is anticipated the project will begin in June/July 2022 and take 3 months to complete.

EXHIBIT C
COSTS OF PROJECT

DESCRIPTION OF WORK AND/OR MATERIAL	COST
REPLACEMENT OF 14 WINDOWS	\$86,500
WINDOW FRAMING, TRIMMING AND PLASTER	\$40,050
MASONRY TUCKPOINTING AND WATER PROOFING	\$24,480
TOTAL:	\$151,030

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Facade grant for 65 S Cherry Street.

SUMMARY RECOMMENDATION: The Facade Advisory Committee (FAC) met on June 7, 2022 to review this request for facade assistance. The Committee recommended approval of the facade assistance in an amount not to exceed the maximum of \$22,039.91, or 50% of the actual final project costs, whichever is less.

BACKGROUND: The Bar 65, Inc. applied for a facade grant.

The proposed project includes tuckpointing, adding a rear exit door under an existing window header, replacing six second story windows (currently boarded up), relocating furnace vent pipes that currently exit through the boarded-up windows, replacing the rear exit door, adding a wall sign above the rear door, adding a light above the new sign, new gutters and painting the rear façade. This project, once completed, would allow for the potential redevelopment and use of the 2nd floor.

The estimated total façade project cost is \$44,079.82 and they are eligible to request up to \$22,039.91 or 50% of the actual final project costs, whichever is less, through the façade grant program. The remaining funds to complete the project will be paid by the owner.

If approved, the owner anticipates beginning work as soon as possible and estimate it will take three months to complete.

BUDGET IMPACT: As a separate approval on the Council agenda, \$22,039.91 will be transferred from Tax Increment Financing District #2 to the Tax Increment Financing District #4 Fund.

SUPPORTING DOCUMENTS:

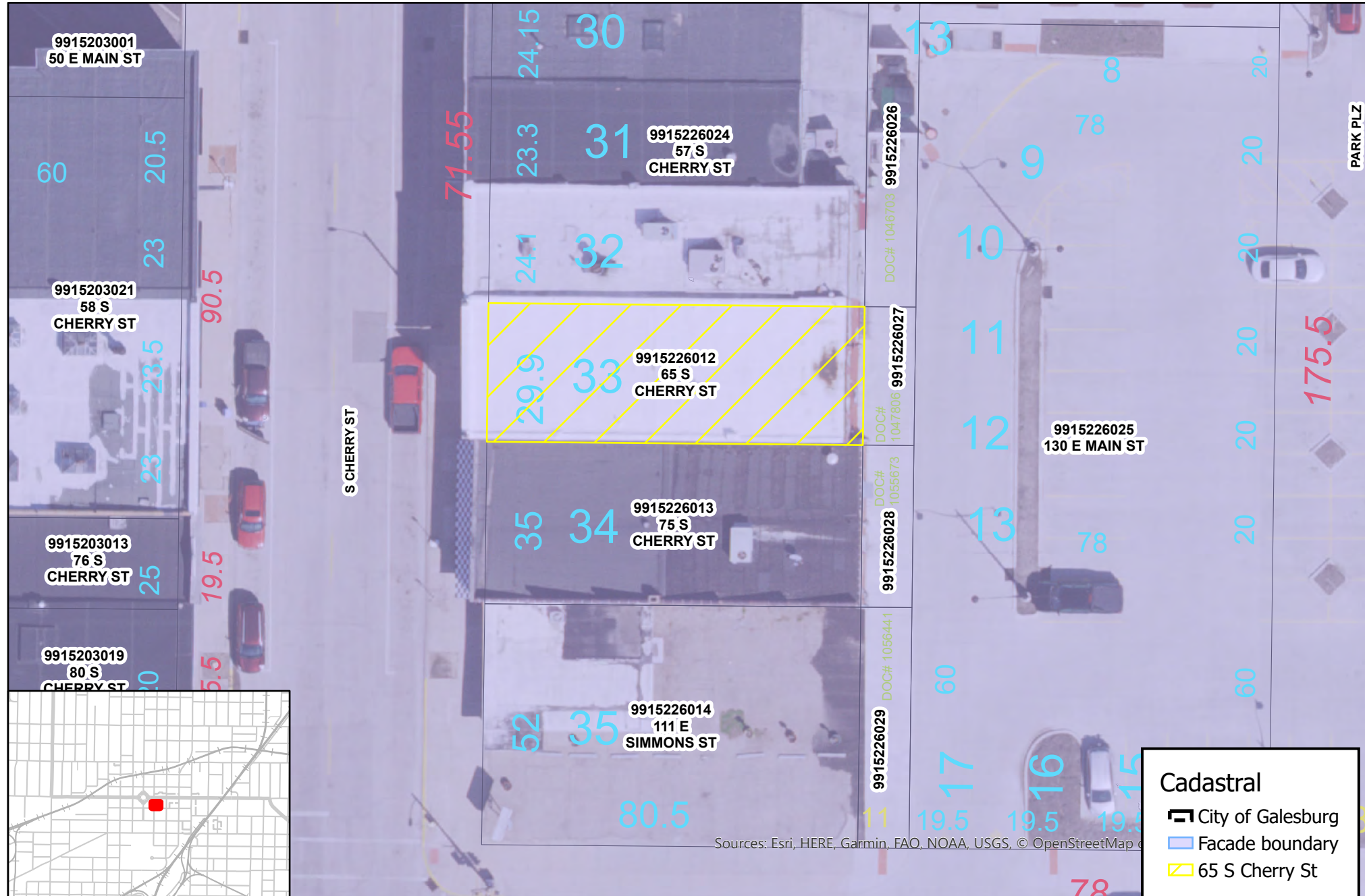
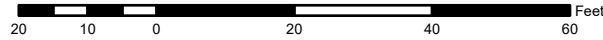
1. Aerial – general location
2. Photo showing elevation of proposed work
3. Facade Agreement



Community Development Department
Operating Under Council-Manager Government Since 1957

65 S Cherry St

Downtown Facade Grant







FACADE GRANT AGREEMENT
WITH
THE BAR 65, INC

Commencing 87 feet North of the Southwest corner of Block 26 in the City of Galesburg, Knox County, Illinois, and running thence East 80 ½ feet, thence North 29.9 feet, thence West 80.5 feet, thence South 29.9 feet to the place of beginning; the above-described property being also known as Sublot 33 of Revenue Plat of 1927 of the Subdivision of a part of Lots 5, 6, 7 and 8 in Block 26 in the City of Galesburg, Knox County, Illinois, as per Plat recorded in Vol. 8 of Plats, page 19, Knox County, Illinois, Plat Records.

COMMONLY KNOWN AS: 65 S Cherry Street, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-15-226-012

Submitted by:
Kelli Bennewitz
City Clerk
City of Galesburg

Return to:
Kelli Bennewitz
City Clerk
City of Galesburg

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between the City of Galesburg, an Illinois municipal corporation, hereinafter referred to as “City”, whose address is 55 West Tompkins Street, P.O. Box 1387, Galesburg, Illinois, 61401 and The Bar 65, Inc (hereinafter referred to as “Recipient”), whose address is 65 S Cherry St, Galesburg, IL 61401.

WHEREAS, the City has established the Downtown Facade Redevelopment Program pursuant to resolution 16-07 (hereinafter referred to as “Program”). The purpose of the Program is to encourage architecturally appropriate improvements to commercial facades readily visible to the public, with the goal of promoting the attraction and retention of business operations and enhance the interest in visiting the downtown area, which will improve the overall economic condition of the City; and

WHEREAS, the objective of the Program is to provide a financing mechanism which will make business improvements in the Downtown Area, which is a geographically defined area shown in the Program, financially feasible or economically more viable than it would be without the benefit of this Program, and that such inducements will help maintain and expand business activity and attract new business investments which might otherwise not occur in the Downtown Area; and

WHEREAS, the Recipient has submitted the required documentation to request funds from the Program, and the Facade Advisory Committee and the City have determined that the Project to be undertaken by the Recipient fits the established criteria,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement and herein, the City and the Recipient agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms.

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise.

“Agreement” means this document for development pursuant to the Downtown Facade Redevelopment Program.

“City” means the City of Galesburg, Illinois.

“Construction Documents” means written, graphic and pictorial documents prepared or assembled by an Illinois licensed design professional for describing the design, location and physical characteristics of the Project necessary for obtaining construction permits.

“Estimated cost of the project” means the cost of the Project as estimated as of the date of this Agreement and as reflected on Exhibit C attached hereto and made a part hereof.

“Event of Default” means those occurrences, actions or lack of action which shall be construed to be a breach of failure to perform pursuant to the terms of this Agreement as set forth in Section 12 of this Agreement.

“Facade” means the exterior of a building visible from a public street or alley.

“Grant” means the monies provided by the City to the Recipient to reimburse costs specified in Section 7 herein.

“Program” means the Downtown Facade Redevelopment Grant Program pursuant to resolution 16-07.

“Project” means the redevelopment of the Facade as described in Exhibit B.

“Property” means the parcel(s) in which the Project is taking place, as described in Exhibit A.

B. Construction of Words.

The words “hereof”, “herein”, “hereunder” and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

C. Non-Limitation of City’s Remedies.

Nothing contained herein shall in any way limit the remedies of the City pursuant to other sections of this Agreement and pursuant to law and equity in the Event of Default.

SECTION 2: COVENANTS AND RESTRICTIONS

A. Non-Discrimination. The Recipient agrees for itself and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Recipient and such successors and assigns, shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age or national origin in the sale, lease or rental, or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

B. Duration of Covenants. It is intended and agreed that the covenants provided in Section 2 shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Recipient itself, each successor in interest to the Property, and in every part thereof, and each party in possession or occupancy, respectfully, only for such period as such successor or party shall have title to an interest in, or possession or occupancy of the Property.

- C. Guarantees. The Recipient agrees for itself, its successors and assigns and every successor in interest to the Property or any part thereof, that the Recipient and such assigns shall guarantee the Project shall begin within 180 days from the date this Agreement is executed and shall use its best efforts to cause said improvements to be in accordance with the Construction Documents approved by the City. A Project description is attached hereto as Exhibit B and incorporated herein by this reference.
- D. Covenants Running with the Land. It is intended and agreed that the covenants referred to above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, its successors and assigns, and the City, the State of Illinois, and the United States of America with regard to Section 2A of this Agreement, and against the Recipient, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof.
- E. Binding for the Benefit of the City. It is also intended and agreed that the foregoing agreements and covenants running with the land shall in any event and without regard to technical classification or designation legal or otherwise itself be to the fullest extent permitted by law and equity binding for the benefit of the City and enforceable by the City and the State of Illinois and the United States against the Recipient and its successors, assigns to or of the Property or any part thereof or any interest therein.
- F. This Agreement shall be governed by the State of Illinois and the parties agree that Knox County is and will be the appropriate venue for the hearing of any dispute relating to this Agreement.

SECTION 3: CITY AND OBLIGATION

- A. The City shall provide to Recipient reimbursable grant not to exceed the total amount of \$22,039.91 or 50% of the facade Project cost specified in Exhibit C, or 50% of the actual final project costs, whichever is less for the Project as described in Exhibit B (hereinafter both grants referred to as the "Grant"). Said Grant will be available to the Recipient for the expenses as outlined in Exhibit C. Payment to the Recipient shall be in the form of a reimbursement of expenses paid by the Recipient. Grant reimbursements, to the maximum extent possible, will be made by the City within 30 business days of the date the Certification for Reimbursement of Facade Grant was received by the City.

SECTION 4: RECIPIENT'S OBLIGATION AND RIGHTS

- A. Guarantees. In consideration of the Grant to be provided, the Recipient guarantees the construction of the project. Specifically, Recipient guarantees the activities as outlined in Exhibit B shall be completed at the estimated cost of \$44,079.82, as outlined in Exhibit C.

- B. Submission of Construction Documents. If applicable, prior to commencement of construction the Recipient shall submit to the City for its approval, which approval shall not be unreasonably withheld, Construction Documents prepared by an Illinois licensed design professional that are of sufficient clarity to indicate the location, nature and extent of the work proposed as outlined in EXHIBIT B.
- C. Conformance to Construction Documents. All work with respect to the Project to be construed or provided by the Recipient on the Property shall be in substantial conformity with the Construction Documents and Project description as outlined in EXHIBIT B.
- D. Conformance to Federal, State and Local Requirements. All work with respect to the Project shall conform to all applicable Federal, State and Local laws, regulations and ordinances including, but not limited to construction codes, life safety code and Illinois Accessibility Code.
- E. Changes in Construction Documents. If the Recipient desires to make any substantial change in the Construction Documents which significantly affects the appearance, function, or structural integrity of the Project, whether prior to, or subsequent to the funding of the Grant, the Recipient shall submit the proposed change to the City for its approval.
- F. Improvements, Commencement and Completion Requirements.
 - 1. Commencements. The Recipient agrees for itself, its successors and assigns that it shall begin within 180 days from the date this Agreement is executed and diligently prosecute to completion the redevelopment of the Property through the construction of the Project thereon pursuant to the approved Construction Documents and in accordance with approved changes.
 - 2. Compliance. The Recipient agrees for itself, its successors and assigns that the construction of the Project shall be in compliance with applicable Federal, State and Local laws, regulations and ordinances. All construction permits are secured and all associated fees are paid prior to the onset of work and all completed work shall pass appropriate inspections of applicable reviewing agency.
 - 3. Remedies. In addition to all the available remedies provided by this Agreement, the City shall have all available remedies pursuant to law and equity to remedy defects and recover damages in the event of any violation of subparagraphs F1 and F2 immediately preceding.
 - 4. Lien Waivers. All contracts payable from Grant funds shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that waivers of lien be required for all payments made.
- G. Financing Authorization and Commitment. Prior to any disbursement of Grant funds by the City, the Recipient shall submit to the City evidence that the Recipient has the appropriate authorization to

proceed, and has sufficient funds available or financing in place to cover the costs associated with the private share of the project.

- H. Progress Reports. Until construction of the Project has been completed, the Recipient shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.
- I. The Recipient shall agree to work with and cooperate with the City to inform the public about the Project.
- J. Maintenance and Alteration.
 - 1. The Recipient, its successors and assigns, shall maintain the façade improvements for a period of five (5) years from the date of the final Grant reimbursement.
 - 2. The Recipient, its successors and assigns, shall not alter, modify or remove facade improvements for a period of five (5) years from the date of the final Grant reimbursement without written approval from the City.

SECTION 5: REPRESENTATIONS OF THE RECIPIENT

The Recipient represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

- A. Organizational and Authorization.

The Recipient is:	The Bar 65, Inc
	65 S Cherry St
	Galesburg, IL 61401

- B. Use of Proceeds.

All of the proceeds from the Grant funds will be used for the facade renovation costs of the Project as provided for herein.

- C. Location of the Project.

The Project will be located on the Property, as described in Exhibit A.

- D. Estimated Costs.

The Estimated Cost of the Project is set forth in Exhibit C attached hereto.

- E. Changes in Acquisition or Construction of Project.

The Project consists and will consist of the property described in Exhibit A attached hereto and no changes shall be made in the construction of the Project which will have the effect of impairing the effective use or character of the Project as contemplated by this Agreement.

- F. Conformance with Requirements and Regulation.

The Recipient has examined and is familiar with all the covenants, conditions, restrictions, building regulations and zoning ordinances and land use regulations including those contained herein affecting the Property and the Project, and covenants that the Construction Documents and the construction of the improvements in accordance with the Construction Documents do and will in all respects conform to and comply therewith.

SECTION 6: ADDITIONAL COVENANTS OF THE RECIPIENT

- A. Indemnification Covenants. The Recipient agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project while the Property remains in existence and against and from all claims arising from (i) any condition of the Project (ii) any breach or default on the part of the Recipient or its successors and assigns in the performance of any of its obligations under this Agreement (iii) any act of negligence of the Recipient or of any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or lessee of the Recipient, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Recipient, or (v) any performance by the City of any act required under this Agreement or required by the Recipient or its successors and assigns other than negligent or willful misconduct of the City. The Recipient agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as foresaid or in connection with any action or proceeding brought thereon. In case any such claim is made or action brought based upon any such claim in respect of which indemnity may be sought against the Recipient, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Recipient shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of such counsel has been specifically authorized by the Recipient.
- B. Insurance. The Recipient shall agree to keep and maintain its property insured for its full insurable value against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar business. All insurance policies shall contain an endorsement that the insurance company shall provide the City at least 30 days prior written notice before any such policy shall be altered or canceled.
- C. Maintenance and Repair. The Recipient agrees that it will maintain and repair the Project in accordance with the requirements of this Agreement.

SECTION 7: GRANT ASSISTANCE

- A. Grant Assistance to the Recipient. The City agrees, upon the terms and conditions in this Agreement, to make available an amount as specified in Section 3 A.
- B. Permitted Expenditures. No Grant funds may be disbursed from the City to Recipient unless they are for the purpose of paying the costs which are permitted by the Program as it may be amended from time to time.
- C. Disbursement from Grant Fund. At the request of and on behalf of the Recipient, the City, pursuant to the terms and conditions of this Agreement shall through disbursements from the appropriate Tax Increment Financing Fund, to the extent of funds available, reimburse to the Recipient for the costs incurred for the Project as set forth on Exhibit C attached hereto.
- D. Modification of Expenditures. The items set forth on Exhibit C may be modified by increasing or decreasing the cost of a particular item by adding or deleting items from the list provided. However, the total amount to be funded shall not exceed \$44,079.82 (Forty Four Thousand Seventy Nine Dollars and Eighty-Two Cents) and further, provided that any such modification shall conform to the requirements of subsection 7B and the requirements of this Agreement. All requests for modification shall be in writing to the City. If such modification conforms to the requirements of this Agreement, the City shall approve the proposed change and process the request for reimbursement.
- E. Conditions Precedent to Disbursement. Prior to the initial reimbursement payment, unless waived by the City in writing, Recipient will furnish to the City the following, all to be satisfactory in both form and substance to the City, which shall be conditions precedent to the City's disbursement of Grant funds. Any item, the production of which has not been waived by the City, shall be furnished by the Recipient to the City as soon as reasonably available.
 - 1. Necessary and appropriate construction permits;
 - 2. Organization documents and filings for the Recipient and all resolutions necessary to effect the obligations of the Recipient pursuant to this Agreement;
 - 3. Satisfactory proof that policies of insurance of all types and coverages required under the term of this Agreement have been obtained and are in force;
 - 4. Contracts and subcontracts covering the construction of the Project;
 - 5. Internal Revenue Service and Illinois taxpayer identification numbers for Recipient;
 - 6. Evidence satisfactory to the City that Recipient holds fee simple title to the Property subject only to the encumbrances of the First Mortgage or holds valid options to acquire fee simple title to the Property subject to the above noted encumbrances;

7. Evidence of funds available for completion of the Project;
 8. Requests for Reimbursements. Concurrently with the request for any Grant disbursement, Recipient shall have their Architect furnish to the City, separately with respect to each disbursement request, an Application and Certificate for Payment duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as the City shall require. Such request shall include a detailed breakdown of any costs associated with the project showing the amount expensed to date and the amounts then due and unpaid, and receipted invoices and/or releases or waivers of lien forms approved by the City from each material dealer, contractor and subcontractor who has done work or has furnished materials for construction of the Project, including but without limitation those covered by each such an Application and Certificate for Payment of Façade Grant.
- F. Time for Payment of Requisitions. If the City shall so require, thirty (30) days shall intervene between the date of receipt by City of an Application and Certificate for Payment of Façade Grant and the date upon which the City shall be obligated to effect such reimbursement.

SECTION 8: CONSTRUCTION OF THE IMPROVEMENTS

- A. Commencement and Completion. Recipient shall cause construction of the Project to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Recipient shall cause Project to be constructed in a good and workmanlike manner in accordance with the Construction Documents and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any government agency or authorities having or exercising jurisdiction over the Property or the Project and will not cause, permit or allow any substantial deviation from the Construction Documents without prior written consent of the City.
- B. Contract Prohibitions. Unless otherwise previously agreed by the City in writing, all contracts let by Recipient or Recipient's contractor in connection with construction of the Project shall contain a prohibition against any material change in the Construction Documents involving a structural, square footage, design change or other substantial change without the City's prior written consent being had thereto.

SECTION 9: LIABILITY INSURANCE

Prior to any Grant disbursement, Recipient or Recipient's contractor shall procure and deliver to the City at Recipient's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation of Recipient contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction contractor's liability insurance with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 (One Million

Dollars) each occurrence and \$2,000,000 (Two Million Dollars) total. All such policies to be in such form and issued by such companies as shall have been approved by the City to protect the City and Recipient against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer thereunder to give written notice to the City at least 30 (thirty) days prior to any cancellation or amendment of its policy.

SECTION 10: RIGHTS OF INSPECTION

The City or its designee shall have the right at any time and from time to time to enter upon the Property for the purposes of inspection and if the City in its judgment, determines that any work and materials are not in conformity with the Construction Documents, as the same were theretofore approved in writing by the City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, the City shall have the right to stop the work and to order replacement or correction of any such work or materials regardless of whether or not such work or materials have theretofore been incorporated into the Project. Inspection by the City of the Property or the Project shall be for the sole purpose of protecting the security for the Grant assistance and shall not be construed as a representation by the City that there has been compliance with the Construction Documents or that the Project will be or are free of faulty materials or workmanship, or a waiver of any rights the City or any other party may have against Recipient or any other party for non-compliance with the Construction Documents.

SECTION 11: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

- A. Representation as to Purpose. The Recipient represents and agrees that its redevelopment of the Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the redevelopment of the Property only.
- B. Prohibition Against Transfer of Property and Assignment of Agreement. The Recipient represents and agrees for itself and its successors and assigns that:
 - 1. Prohibitions. Except only by way of security for a First Mortgage and only for the purpose of obtaining financing necessary to enable the Recipient or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Project under this Agreement, the Recipient (except as so authorized) has not made or created, and it will not, prior to receipt of the certificate of occupancy from the City, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust

or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, except for utility easements, without prior written approval of the City.

2. Conditions for Approval. The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Recipient (or, in the event the transfer is of or related to part of the Property, such obligations to the extent that they relate to such part.)
 - b. Any proposed transferee, by instrument in writing satisfactory to the City and in a form recordable among the real property records, shall for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Recipient under this Agreement and agreed to be subject to all the conditions and restrictions to which the Recipient is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part); Provided, that the fact that any transferee of, or any other successor in interest whatsoever, to the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Project; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Property of any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate legally or practically, to deprive or limit the City of, or with respect to, any rights or remedies or controls provided in or resulting to the Property and the construction of the Project that the City would have had, had there been no such transfer or change.
3. The Recipient and its transferee shall comply with such other conditions as the City may find desirable in order to achieve and safeguard the purposes of the Real Property Tax Increment. Provided, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Recipient, or any other

party in interest bound in any way by the Agreement or otherwise with respect to the construction of the Project, from any of its obligations with respect thereto.

SECTION 12: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Recipient in this Agreement, or in any certificate, notice, demand or request made by the Recipient, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
2. Default in the performance or breach of any covenant contained in this Agreement concerning the covenant of Recipient with regard to its existence and ownership of the Property; or
3. Default in the performance or breach of any other covenant, warranty or obligation of the Recipient in this Agreement and continuance of such default or breach for a period of 30 (thirty) days after Recipient has actual knowledge thereof; or
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Recipient in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Recipient for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 (sixty) consecutive days; or
5. The commencement by the Recipient of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Recipient or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Recipient generally to pay such entity's debts as such debts become due or the taking of action by the Recipient in furtherance of any of the foregoing.

B. Remedies on Default

1. In the event of any default in or breach of this Agreement, or any of its terms or conditions, by the Recipient or any successors or assigns, the Recipient shall repay to the City a portion of the Grant amount received according to the following formula:

60 months –		Grant funds		Repayment
(months elapsed from date Grant funds received)	X	received	=	Amount
<hr/>				
60 months				

2. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor, upon written notice from the other, shall take immediate action to cure or remedy such default or breach, and, in any event, within 60 (sixty) days after receipt of such notice. In case such action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.
 3. In case the City shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City, then and in every such case the Recipient and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Recipient and the City shall continue as though no such proceedings had been taken.
- C. Agreement to Pay Attorney’s Fees and Expenses. In the event the Recipient should default under any of the provisions of this Agreement and the City should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the Recipient agrees that it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

In the event the City should default under any of the provisions of this Agreement and the Recipient should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Recipient herein contained the City agrees that it will, on demand therefore, pay to the Recipient the reasonable fees of such attorneys and such other expenses so incurred by the Recipient.

SECTION 13: OTHER RIGHTS AND REMEDIES OF CITY AND RECIPIENT

- A. No Waiver by Delay. Any delay by the City or the Recipient in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not serve to waive or to deprive it of or limit such rights in any way (it being the intent of this provision that the City or Recipient should not be

constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by default involved; nor shall any waiver in fact made by the City or Recipient with respect to any specific default by the Recipient or the City under this Section be considered or treated as a waiver of the rights of the City or the Recipient with respect to any other defaults by the Recipient, or the City under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City or the Recipient.

- B. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different time, of any such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition as to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 14: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement except regard to payment of real property taxes or guarantees as provided herein, neither the City, nor the Recipient, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for the redevelopment Project or of the Recipient with respect to construction of the Project as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall, within 10 (ten) days after

the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 15: EQUAL EMPLOYMENT OPPORTUNITY

The Recipient, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement that the following will apply:

- A. Non-Discrimination. The Recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Recipient will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- B. Advertising. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Non-Compliance. In the event of the Recipient's non-compliance with the non-discrimination clauses of this Section, this Agreement may be canceled, terminated, or suspended in whole or in part.
- D. Mandatory Inclusions of Provisions. The Recipient will include the provisions of Paragraphs " A " through " C " of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 16: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 17: CONFLICT OF INTEREST

No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 18: NOTICES

All notices, requests, demands and other communications to be given to any party hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other address as shall be given in like manner by any party to the other):

City of Galesburg:

Recipient:

City of Galesburg
Community Development Department
55 West Tompkins Street
Galesburg, IL 61401

The Bar 65, Inc
Samuel Burdick
931 Beecher Ave
Galesburg, IL 61401

SECTION 19: COUNTERPARTS

If the Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and each shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

City of Galesburg
A municipal corporation

Recipient

By:

Peter Schwartzman

Samuel Burdick

Its:

Mayor

Its:

Owner

Attest:

Kelli R. Bennewitz, City Clerk

Attest:

EXHIBIT A
PROPERTY DESCRIPTION

Commencing 87 feet North of the Southwest corner of Block 26 in the City of Galesburg, Knox County, Illinois, and running thence East 80 ½ feet, thence North 29.9 feet, thence West 80.5 feet, thence South 29.9 feet to the place of beginning; the above-described property being also known as Sublot 33 of Revenue Plat of 1927 of the Subdivision of a part of Lots 5, 6, 7 and 8 in Block 26 in the City of Galesburg, Knox County, Illinois, as per Plat recorded in Vol. 8 of Plats, page 19, Knox County, Illinois, Plat Records.

COMMONLY KNOWN AS: 65 S Cherry Street, Galesburg, IL 61401
PROPERTY IDENTIFICATION NUMBER: 99-15-226-012

EXHIBIT B
PROJECT DESCRIPTION

The proposed project includes tuckpointing, adding a rear exit door under an existing window header, replacing 6 second story windows (currently boarded up), relocating furnace vent pipes that currently exit through the boarded-up windows, replacing the rear exit door, adding a wall sign above the rear door, adding a light above the new sign, new gutters and painting the rear façade. This project, once completed, would allow for the potential redevelopment and use of the 2nd floor.

It is anticipated the project will begin in June/July 2022 and take 3 months to complete.

EXHIBIT C
COSTS OF PROJECT

DESCRIPTION OF WORK AND/OR MATERIAL	COST
POWERWASH, NEW DOOR, PAINTING REAR, NEW DOWNSPOUT	\$10,458.57
MASONRY TUCKPOINTING	\$22,000
NEW WINDOWS	10,656.25
ELECTRICAL	\$465
HVAC	\$500
TOTAL:	\$44,079.82

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Consider a Tax Increment Financing (TIF) Redeveloper Agreement with Galesburg Symphony Society/Knox Galesburg Symphony for the property located at 95 N Seminary Street.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend the Redeveloper Agreement be approved.

BACKGROUND: Galesburg Symphony Society/Knox Galesburg Symphony is proposing a complete renovation of approximately 3,800 square feet of the underutilized building at 95 N Seminary St and have requested Tax Increment Financing District IV assistance.

The entire layout of the first floor will be renovated including highly sound attenuated teaching and practice studios for private lesson and individual practice; a dedicated piano instruction studio; a flex classroom/rehearsal space that can be used to youth music programs, mid-scale rehearsals, meetings, and group classes; a multifunction space that has been structurally engineered to be suitable for small recital performances (audiences of around 40 people), larger group rehearsals, common lounge space, and meeting and event space for Symphony and public use; a no-cost snack bar for the public; and two administrative/workshare office spaces. Overall finish levels of the project will be mid-range: creating an atmosphere that is comfortable enough for kids to feel welcome while also suitable for chamber music and donor events. The space will be warm, colorful, and inviting with a sense of approachable elegance that encourages people to come in, sit, feel, and experience classical music.

The estimated total renovation cost is \$1,040,712.80 and the proposed incentive would be approximately 15% of the eligible expenses (\$156,106.92), which would be paid out in equal installments over a three-year period. The remainder of the expenses would be paid for by the owner.

The Galesburg Symphony has 1 full-time and 62 part-time existing jobs. When this project is completed, they anticipate creating 6 to 9 additional part-time jobs. The owner anticipates beginning work as soon as possible, weather permitting, and anticipates completion by the December 31, 2022.

BUDGET IMPACT: As a separate approval on the Council agenda, \$156,106.92 will be transferred from Tax Increment Financing District #2 to the Tax Increment Financing District #4 Fund.

SUPPORTING DOCUMENTS:

1. Floor plan, photos & rendering
2. Redeveloper Agreement



Symphony Center

LEARN PERFORM INSPIRE

VISION

...To create a **welcoming** and **inclusive** space for people of all ages, backgrounds, and economic levels to experience excellent music instruction and educational opportunities. We will also present world-class chamber music performances, while providing a home for the Symphony and other music organizations in our community. This project will transform the Symphony into a sustainable and broad-reaching community partner, allowing us to adapt and grow to meet the needs of our region.

IMPACT

How does this improve the landscape of our community and increase the quality of life for our residents?

- Provides vital community unification through a shared love for music
- Performances and lessons for people of all ages, backgrounds, and economic levels
- Revitalize and strengthen the rich classical music heritage of Galesburg
- Resource for excellent music education opportunities
- Partnerships with area schools and other educational institutions
- Revitalization of historic downtown buildings
- Permanent home for Symphony office





The west façade will remain mostly unchanged. Exploring possible front entry ADA versus proposed rear ADA access.



Interior looking west – the north and south corners will be new administrative office facilities. On the south will also be a free snack area. Finishes will be acoustic drop ceiling, paint wall finish, and carpet in offices and LVP in corridor and common spaces.



Interior looking east from entry – this will open to a new multipurpose rehearsal, meeting, and recital space with dedicated music teaching studios further east. Ceiling of multipurpose room will be painted open structure. Walls of all spaces are paint finish with LVP in common spaces. Carpet will be used in teaching studios.

PLEASE SEE RENDERINGS ON PAGES 10, 11, & 12



Additional southwest view from perspective of future multipurpose room. Phase 1 buildout includes one private administrative office and one 2-3 person workshare office. One primary project objective is access to programs regardless of income level – free snack area (fruits, shelf-stable granola bars, bottled water, etc) will be located on the south wall.

Additional view looking to the west from further back in the space. This perspective is from within the future rear teaching corridor. This space features four highly soundproofed teaching and practice studios, a dedicated piano studio, and a multifunction classroom/rehearsal room. We will offer private lessons, group classes, and more!



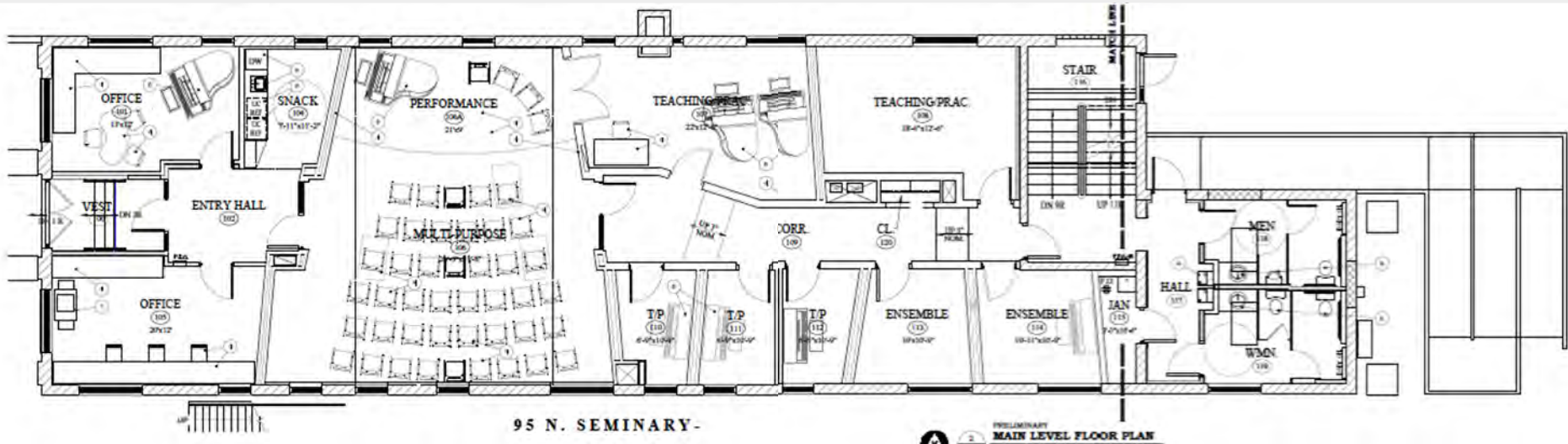
PHASE 1: First Floor Renovation

Phase 1 includes:

- 6 lesson and rehearsal spaces
- Multipurpose performance/flex space
- Admin and workshare offices
- Free snack bar
- ADA and family restrooms

This phase makes the first floor of 95 N Seminary ADA accessible and provides for a manageable introductory period to evaluate participation, staffing, and operations needs. Future plans include renovation of the basement, second floor, and adjacent 107 N Seminary building.

One of our key priorities is to provide a welcoming, comfortable space that is scalable with long-term plans. Through the use of endowment funds, we will offer lessons on a sliding tuition scale, providing access to as many students as possible.





Multipurpose Room: performance setup



Multipurpose Room: meeting/lounge setup

CITY OF GALESBURG

Redevelopment Agreement

Galesburg, IL

Lots 25 and 26 in Block 63 in the First Southern Addition to the City of Galesburg, Knox County, Illinois.

COMMONLY KNOWN AS: 95 N Seminary Street, Galesburg, IL 61401

PROPERTY IDENTIFICATION NUMBER: 99-11-351-033

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

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

**CONTRACT FOR PRIVATE DEVELOPMENT
PURSUANT TO THE GALESBURG, ILLINOIS
TAX INCREMENT CONSERVATION AND BLIGHTED AREA
REDEVELOPMENT PLAN AND PROJECTS IV AND THE
GALESBURG TAX INCREMENT REIMBURSEMENT PROGRAM
FOR GALESBURG SYMPHONY SOCIETY/KNOX-GALESBURG SYMPHONY**

THIS AGREEMENT, entered into on or as of the ____ day of _____, 2022, by and between the City of Galesburg, Illinois, a municipal corporation, hereinafter called the “City”, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, whose address is 55 West Tompkins Street, P.O. Box 1387, Galesburg, Illinois 61401, and Galesburg Symphony Society/Knox Galesburg Symphony, hereinafter called the “Redeveloper”, whose address is 95 N. Seminary St, Galesburg, IL 61401.

WITNESSETH

WHEREAS, the City has adopted a program for the reconstruction of a Redevelopment Area known as the Tax Increment Redevelopment Project Area IV in Galesburg, Illinois, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. of the Illinois Revised Statutes, (hereinafter referred to as the “Act”); and

WHEREAS, pursuant to the provisions of the Act, the City has adopted a Redevelopment Plan and Redevelopment Projects (hereinafter referred to as the “Plan”) pertaining to the Redevelopment of the Tax Increment Redevelopment Project Area IV, a copy of which is on file in the office of the City Clerk of the City and available for public inspection; and

WHEREAS, the Redeveloper has proposed to conduct renovations on the property described in Exhibit “A” attached hereto and made a part hereof, (which said property as so described is hereinafter called the “Redevelopment Site”).

WHEREAS, the City, to achieve the objectives of the Plan in accordance with the uses set forth therein, intends to assist the Redeveloper with the renovation and redevelopment at the Redevelopment Site through the payment of certain Redevelopment Assistance; and

WHEREAS the Redeveloper is willing to fund the remaining portion of the project through other sources; and

WHEREAS, the City believes that the redevelopment of the Redevelopment Site pursuant to the Plan is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws.

SECTION 1: DEFINITIONS

A. Definition of Terms.

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicate otherwise.

“Act” means the Tax Increment Allocation Redevelopment Act, 65 ILCS, 5/11-74.4-1 et seq. of the Illinois Compiled Statutes as amended and supplemented.

“Agreement” means this contract for Private Development pursuant to the Galesburg, Illinois, Tax Increment Conservation Redevelopment Plan and Project IV.

“Authorized Representative” means such person at the time and from time to time designated to act on behalf of the Redeveloper by written certificate furnished to the *City*, containing the specimen signature of such person and signed on behalf of the Redeveloper by Lucas D Wood. Such certificate may designate an alternate or alternates.

“City” means the City of Galesburg, Illinois.

“Construction Plans” means the detailed plans, drawings, specifications, and related documents along with a proposed completion schedule for the construction and or the rehabilitation of the Project to be submitted by the Redeveloper to the *City*.

“Estimated Cost of Project” means the cost of the Project as estimated as of the date of this *Agreement* and as reflected on Exhibit “B” attached hereto and made a part hereof.

“Events of Default” shall mean those occurrences, actions or lack of action which shall be construed to be a breach or failure to perform pursuant to the terms of this *Agreement* as set forth in Section 13 of this *Agreement*.

“Final Project Cost Analysis” means the statement of actual cost and expenses of the Project submitted by the Redeveloper to the *City* in certified form after completion of the *Project*.

“Final Site Plan” means the final plan submitted by the Redeveloper to the *City* which sets forth the limit of the Redevelopment Site, building locations, ingress and egress, loading areas, parking, landscaping, signage and adjoining streets including one or more elevations or sketches showing the exterior features and designs of the building(s).

“Plan” means the Redevelopment Plan and Redevelopment Projects (Redevelopment Plan IV) adopted by the *City* pursuant to the *Act*.

“Project” means the redevelopment/renovation of the *Redevelopment Site* as described in Exhibit “D”.

"Property" shall refer to the *Redevelopment Site*, within the *Redevelopment Area* being redeveloped by the Redeveloper as described in Exhibit "A" attached hereto.

"Property Tax Increment" means the net amount paid over to the *City* by the Knox County Treasurer as the *City's* share of the increment provided for under Section 8 of the *Act* and attributable to *Property Tax Increment* generated by a *Project* on a *Redevelopment Site*, unless said site is tax-exempt.

"Redevelopment Area" shall refer to the Tax Increment Redevelopment Project Area IV as approved by the *City* which is described in Exhibit "C" attached hereto.

"Redevelopment Assistance" means the monies provided by the *City* as a reimbursement to the Redeveloper for costs specified in Section 8 herein.

"Redevelopment Site" shall refer to the parcel or parcels within the *Redevelopment Area* as described in Exhibit "A" attached hereto.

B. Construction of Words.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this *Agreement* as a whole.

Unless otherwise specified, reference to Articles, Sections and other subdivisions of this *Agreement* are to the designated Articles, Sections and other subdivisions of this *Agreement* as originally executed.

The headings of this *Agreement* are for convenience of references only and shall not define or limit the provision hereof.

C. Non-Limitation of Remedies.

Nothing contained herein shall in any way limit the remedies of the *City* or Redeveloper pursuant to other Sections of this *Agreement* and pursuant to law and equity in the Event of Default.

SECTION 2: REAL PROPERTY TAXES

A. Payment of Real Property

In order to assure the proper flow of tax revenues anticipated by the *City* pursuant to the *Plan*, the Redeveloper shall promptly pay all real property taxes on the *Redevelopment Site* when due.

B. Non-Payment of Real Property Taxes.

In the event that any portion of real property taxes are not paid in a year, the Redeveloper is ineligible to receive the *Property Tax Increment* reimbursement incentive payment for that year, until they become current on all property taxes and provide proof thereof.

SECTION 3: COVENANTS AND RESTRICTIONS

A. Conformance.

The Redeveloper agrees to develop the *Property* subject to the terms, covenants, building and use restrictions, and conditions in the *Plan*.

B. Non-Discrimination.

The Redeveloper agrees for itself and its successors and assigns, and every successor in interest to the *Property*, or any part thereof, that the Redeveloper and such successors and assigns, shall not discriminate in violation of all applicable Federal, State or Local laws or regulations upon the basis of race, color, religion, sex, age or national origin in the sale, lease or rental, or in the use or occupancy of the *Property* or any improvements erected or to be erected thereon, or any part thereof.

C. Exemption from Property Taxes.

The Redeveloper covenants for itself, its successors and assigns, and for all successors entitled to the *Property* here conveyed by this *Agreement* (or any portion thereof) that it shall not apply for, seek, or authorize any exemption from the imposition or paying of real property taxes on said *Property* or *Project* without first obtaining the prior written approval of the *City*; provided, however, that nothing herein shall prevent the Redeveloper or its successor's or assigns from challenging the amount of any assessment pursuant to law.

D. Duration of Covenants.

It is intended and agreed that the covenants provided in Sections 3A, 3B and 3C of this *Agreement* shall remain in effect without any time limitation, provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the *Property*, and in every part thereof, and each party in possession or occupancy, respectfully, only for such period as such successor or party shall have title to an interest in, or possession or occupancy of the *Property*.

E. Guarantees.

The Redeveloper agrees for itself, its successors and assigns and every successor in interest to the *Property* or any part thereof, that the Redeveloper and such assigns shall guarantee the redevelopment of the *Property* through the construction of the *Project* thereon, and that such construction shall, in any event, be begun and completed in the period of time specified in Section 5F herein.

F. Covenants Running with the Land.

It is intended and agreed that the covenants referred to above shall be covenants running with the land and that they shall in any event be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the *City*, its successors and assigns, and the *City*, the State of Illinois, and the United States of America with regard to Section 3B of this *Agreement*, and against the Redeveloper, its successors and assigns and every successor in interest to the *Property* or any part thereof or any interest therein, and any party in possession or occupancy of the *Property* or any part thereof.

G. Binding for the Benefit of the City.

It is also intended and agreed that the foregoing agreements and covenants running with the land shall in any event and without regard to technical classification or designation legal or otherwise itself be to the fullest extent permitted by law and equity binding for the benefit of the *City* and enforceable by the *City* and the State of Illinois and the United States as provided in Section 3F against the Redeveloper and its successors, assigns to or of the *Property* or any part thereof or any interest therein.

SECTION 4: CITY'S OBLIGATION

A. Duties.

The *City* without expense to the Redeveloper, except as set forth herein, (or at such earlier time or times as the Redeveloper and the *City* may agree in writing), shall in accordance with the *Plan*, provide or secure or cause to be provided or secured, the following:

B. Redevelopment Assistance.

The *City* shall provide *Redevelopment Assistance* to the Redeveloper in an amount not to exceed \$156,106.92. Payment to the Redeveloper will be according to the following schedule: A maximum of \$52,035.64 will be available to the Redeveloper prior to December 31, 2022, a maximum of \$52,035.64 will be available to the Redeveloper prior to December 31, 2023,

maximum of \$52,035.64 will be available to the Redeveloper prior to December 31, 2024 to reimburse the Redeveloper for completed property renovations as outlined in Exhibit “E”. This disbursement shall be provided after all required documentation has been provided and approved by the *City*.

The *Redevelopment Assistance* will be provided to the Redeveloper for eligible expenses. Eligible expenses are defined in the *Act* as Redevelopment Project Costs, which means and includes the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a Redevelopment *Plan* and a Redevelopment *Project*. Such costs may include the following: Professional service costs (costs of studies, surveys, development of plans, and specifications and cost of marketing sites); Property assembly costs (including but not limited to acquisition of land and other property, real or personal, demolition of buildings, site preparation, site improvements that act as engineered barriers and the clearing and grading of land); Improvements to private or public buildings (Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements); Public Works (Costs of the construction of public works or improvements); and construction interest costs (during period of construction but not exceeding thirty-six (36) months, such payments in any one year shall not exceed 30% of annual interest costs incurred by the Redeveloper in that year).

SECTION 5: REDEVELOPER OBLIGATION AND RIGHTS

A. Guarantees.

In consideration of the *Redevelopment Assistance* to be provided by the *City*, the Redeveloper guarantees the construction of the project. Specifically, the Redeveloper guarantees the TIF eligible activities shall be completed and the private funding required to complete the property renovations, as outlined in Exhibit “B” and described in Exhibit “D”, shall be completed at an estimated cost of up to \$1,040,712.80.

B. Submission of Construction Plans.

Prior to the commencement of renovation, the Redeveloper shall submit to the *City* for its approval, which approval shall not be unreasonably withheld, the *Construction Plans*, when required by State or Local laws, which reflect the renovation and related improvements on the *Redevelopment Site*.

C. Conformance to Construction Plans.

All work with respect to the *Project* to be constructed, renovated, or provided by the Redeveloper on the *Property* shall be in substantial conformity with the *Construction Plans*.

D. Changes in Construction Plans.

If the Redeveloper desires to make any substantial change which materially changes the exterior appearance, function, or structural integrity of the *Project*, whether prior to or subsequent to the funding of the *Redevelopment Assistance*, the Redeveloper shall submit the proposed change to the City Planning & Public Works Department for approval. If the *Construction Plans*, as modified by the proposed change, meet all applicable legal requirements, and do not create a substantial change in the nature or aesthetics of the *Project*, the City Planning and Public Works Department shall approve the proposed change and notify the Redeveloper in writing of its approval.

E. Construction Plans Process.

The Redeveloper shall utilize the City's existing plan review and permitting process for the review, approval, and modifications of *Construction Plans*. Said process shall be separate from this *Agreement*.

F. Time Limitations.

The construction and improvements referred to herein shall be substantially completed by December 31, 2022.

G. Improvements, Commencement and Completion Requirements.

1. Commencements. The Redeveloper agrees for itself, its successors and assigns, that it shall promptly begin and diligently prosecute to completion the redevelopment of the *Property* through the construction of the *Project* thereon pursuant to the approved *Construction Plans* and in accordance with any approved changes.
2. Conformance to Federal, State and Local Requirements. The Redeveloper shall use its best efforts to see that all work with respect to the *Project* shall conform to all applicable Federal, State and local laws, regulations and ordinances including but not limited to construction codes, life safety codes, Illinois Accessibility Code, and development ordinance requirements.
3. Remedies. In addition to all the available remedies provided by this Agreement, the City shall have all available remedies pursuant to law and equity to remedy defects and

recover damages in the event of any violation of sections 5(G)(1) and 5(G)(2) immediately preceding.

4. Lien Waivers. Prior to receiving the *Redevelopment Assistance*, the Redeveloper shall provide proof to the City that all contractors and subcontractors involved with the property renovations have been paid in full and no liens have been filed on the *Property*.

H. Financing Authorization and Commitment.

Prior to any disbursement of *Redevelopment Assistance* funds by the City, the Redeveloper shall submit to the City evidence that the Redeveloper has the appropriate authorization to proceed and has sufficient funds available or financing in place to cover the costs associated with the private share of the project.

I. Progress Reports.

Until construction of the *Project* has been completed, the Redeveloper shall make progress reports to the City when milestone dates are achieved, or upon special requests of the City in such detail as may be reasonably requested by the City.

J. Termination of Duties.

All duties, conditions, restrictions, and obligations placed hereunder upon the Redeveloper and the *Property* shall terminate when the Redeveloper has completed the renovation project related to eligible *Project* costs as listed in Exhibit "E" or when the Tax Increment Financing District IV expires, whichever occurs sooner.

SECTION 6: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants, and agrees as the basis for the undertakings on its part herein contained that:

A. Organizational and Authorization.

The Redeveloper is: Galesburg Symphony Society/Knox Galesburg Symphony
 Lucas D. Wood
 95 N Seminary St
 Galesburg, IL 61401

B. Use of Proceeds.

All the proceeds from the *Redevelopment Assistance* funds will be used by the Redeveloper for eligible *Project* expenses as listed in Exhibit "E".

C. Location of Project.

The *Project* will be located on the *Redevelopment Site*.

D. Estimated Costs.

The Estimated Cost of the *Project* is set forth in Exhibit "B" attached hereto.

E. Changes in Acquisition or Construction of Project.

The *Project* consists of and will consist of the properties described in Exhibit "A" attached hereto and no changes shall be made in the renovation of the *Project* which will have the effect of impairing the effective use or character of the *Project* as contemplated by this *Agreement*.

F. Conformance with Requirement and Regulation.

The Redeveloper has examined and is familiar with all the building regulations and development ordinances and land use regulations of the *City*, and the covenants, conditions and restrictions contained herein affecting the *Property* and the *Project*, and covenants that it shall use its best efforts to see that the *Construction Plans* and construction of the *Project* are in accordance with the *Construction Plans* and will in all respects conform to and comply therewith.

SECTION 7: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Indemnification Covenants.

Until such time as an occupancy permit is issued for the *Project*, at which time the agreements and covenants of this Section 7A shall no longer be binding and enforceable, the Redeveloper agrees for itself, its successors and assigns, to indemnify and save the *City* and its officers and employees harmless against claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the *Project* while the *Redevelopment Area* remains in existence and against and from all claims arising from (i) any condition of the *Project* (ii) any breach or default on the part of the Redeveloper or its successors and assigns in the performance of any of its obligations under this *Agreement* (iii) any act of negligence of any assignee or lessee of the Redeveloper, or any agents, contractors, servants, employees or licensees (iv) any act of negligence of any assignee or lessee of the Redeveloper, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Redeveloper, or (v) any performance by the *City* of any act required under this *Agreement* or requested by the Redeveloper or its successors and assigns other than negligent or willful misconduct of the *City*. The Redeveloper agrees to indemnify and save the *City* harmless from and against all costs and expenses incurred in or in connection with any such claim arising as foresaid or in connection with any action or proceeding brought thereon. In case any such claim is made or action brought based upon any such claim in respect of which indemnity may be sought against

the Redeveloper, upon receipt of notice in writing from the *City* setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The *City* shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the *City* unless the employment of such counsel has been specifically authorized by the Redeveloper.

B. Insurance.

The Redeveloper agrees to maintain all necessary insurance with respect to the *Project* in accordance with the requirements of this *Agreement*.

C. Maintenance and Repair.

The Redeveloper agrees that it will maintain and repair the *Project* in accordance with the requirements of this *Agreement*.

SECTION 8: REDEVELOPMENT ASSISTANCE

A. Redevelopment Assistance to Redeveloper.

The *City* agrees, upon the terms and conditions of this *Agreement*, to provide *Redevelopment Assistance* to the Redeveloper for eligible *Redevelopment Assistance* expenses, as listed in Exhibit 'E'. Said *Redevelopment Assistance* shall be in accordance with the guidelines set forth in Section 4.B. of this *Agreement*.

B. Permitted Expenditures.

No funds may be disbursed from the *City* to Redeveloper unless they are for the purpose of paying eligible Redevelopment Project Costs which are permitted in the *Act* in Section 11-74.4-3 (q), as it may be amended from time to time as designated in Exhibit "E".

C. Disbursement From Redevelopment Assistance Fund.

The *City*, pursuant to the terms and conditions of this *Agreement* shall provide *Redevelopment Assistance* from the *City's* TIF IV Central/East Main Street Fund, to the extent of fund availability, to the Redeveloper for the eligible costs connected with the *Project* as set forth on Exhibit "E" attached hereto. Said disbursement shall be made at the completion of the project and after all required documentation has been provided to, and approved by, the *City*.

D. Modification of Expenditures.

The items set forth in Exhibit "E" to be funded from the Redevelopment Assistance Fund may be modified by increasing or decreasing the cost of a particular item by adding or deleting

items from the list provided, contingent upon those items being eligible costs. However, the total amount to be funded shall not exceed \$156,106.92 (One Hundred Fifty-Six Thousand One Hundred Six Dollars and Ninety-Two Cents) and further, provided that any such modification shall conform to the requirements of subsection 8B and the requirements of this Agreement. The Redeveloper shall make a request for modification in writing to the City. If such modification conforms to the requirements of this Agreement, the City shall approve the proposed change and notify the Redeveloper in writing of its approval.

E. Conditions Precedent to Disbursement.

Prior to beginning the property renovations, unless waived by the *City* in writing, the Redeveloper will furnish to the *City* the following, all to be satisfactory in both form and substance to the *City*, which shall be conditions precedent to the *City's* disbursement of funds from the *Redevelopment Assistance* Fund. Any item, the production of which has not been waived by the *City*, shall be furnished by the Redeveloper to the *City* as soon as reasonably available.

1. Evidence of funds available for completion of the *Project*.
2. Necessary and appropriate construction permits;
3. Satisfactory proof that policies of insurance of all types and coverages required under the term of this *Agreement* have been obtained and are in force;
4. Contracts and subcontracts covering the construction of the *Project*.
5. Labor, material, performance and payment bond or bonds issued by a Company acceptable to the City for any contractor, subcontractor or subcontractors, with the City named as dual obligee;
6. Upon completion of the *Project*, the *Final Project Cost Analysis* and documentation showing all actual *Redevelopment Assistance* costs of the *Project*;
7. Provide at the completion of the property renovations, proof that all contractors and subcontractors have been paid in full (lien waivers) and no liens have been filed on the *Property* and no outstanding claims for payment or bills for work performed exist on the *Project* or *Property*;

F. Time for Payment of Requisitions.

If the *City* shall so require, thirty (30) days shall intervene between the date of receiving the request of the *Redevelopment Assistance* payment and the date upon which the *City* shall be obligated to effect such payment, provided all conditions in this *Agreement* have been met to allow the release of payment by the *City*.

SECTION 9: CONSTRUCTION OF THE IMPROVEMENTS

A. Commencement and Completion.

Redeveloper shall cause the renovations of the *Project* to be commenced and to be prosecuted with due diligence and in good faith, and without delay. Redeveloper shall cause the *Project* to be constructed in a good and workmanlike manner in accordance with the *Construction Plans* and in all respects in compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities having or exercising jurisdiction over the *Property* or the *Project* and will not cause, permit, or allow any substantial deviation from the *Construction Plans* without prior written consent of the *City*.

B. Contract Prohibitions.

Unless otherwise previously agreed by the *City* in writing, all contracts let by Redeveloper or Redeveloper's contractor in connection with construction of the *Project* shall contain a prohibition against any material change without the *City's* prior written consent.

SECTION 10: INSURANCE

Prior to any disbursement from the *Redevelopment Assistance* Fund, Redeveloper or Redeveloper's contractor shall procure and deliver to the *City* at Redeveloper's or such contractor's cost and expense, and shall maintain in full force and effect until each and every obligation contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction contractor's liability insurance with liability coverage under the comprehensive liability insurance to be not less than \$1,000,000 (One Million Dollars) each occurrence and \$2,000,000 (Two Million Dollars) total. All such policies shall be in such form and issued by such companies as shall have been approved by the *City* to protect the *City* and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the *Project*. Each such policy shall contain an affirmative statement by the issuer thereunder to give written notice to the *City* at least 30 (thirty) days prior to any cancellation or amendment of its policy.

SECTION 11: RIGHTS OF INSPECTION

The *City* or its designee shall have the right at any time to enter upon the *Property* for the purposes of inspection and if the *City* in its judgment, determines that any work and materials are not in substantial conformity with the *Construction Plans*, as the same were theretofore approved in writing by the *City*, or with any applicable laws, regulations, permits, requirements or rules of

any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practices, the *City* shall have the right to stop the work and to order replacement or correction of any such work or materials regardless of whether or not such work or materials have theretofore been incorporated into the *Project*. Inspection by the *City* of the *Property* or the *Project* shall be for the sole purpose of protecting the security for the *Redevelopment Assistance* and shall not be construed as a representation by the *City* that there has been compliance with the *Construction Plans* or that the *Project* will be or are free of faulty materials or workmanship, or a waiver of any rights the *City* or any other party may have against Redeveloper or any other party for non-compliance with the *Construction Plans*.

SECTION 12: PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

A. Representation as to Purpose.

The Redeveloper represents and agrees that its redevelopment of the *Redevelopment Site*, and its other undertakings pursuant to this *Agreement*, are, and will be used, for the redevelopment of the *Property* only.

B. Prohibition Against Transfer of Property and Assignment of Agreement.

The Redeveloper represents and agrees for itself and its successors and assigns, that:

1. Prohibitions. Except only by way of security for a First Mortgage and only for the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the *Redevelopment Site*, or any part thereof, to perform its obligations with respect to the *Project* under this *Agreement*, the Redeveloper has not made or created, and it will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the *Agreement* or the *Property*, or any part thereof or any interest therein, or any contract or agreement to do any of the same, except for utility easements, without prior written approval by the *City*.

SECTION 13: EVENTS OF DEFAULT AND REMEDIES

A. Events of Default.

The following shall be *Events of Default* with respect to this *Agreement*:

1. If any material representation made by the Redeveloper in this *Agreement*, or in any certificate, notice, demand, or request made by the Redeveloper, in writing and

delivered to the *City* pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Default in the performance or breach of any covenant contained in this *Agreement* concerning the covenant of Redeveloper with regard to its existence and ownership of the *Property*; or
3. Default in the performance or breach of any other covenant, warranty or obligation of the Redeveloper in this *Agreement* and continuance of such default or breach for a period of 30 (thirty) days after Redeveloper has actual knowledge thereof; or
4. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Redeveloper in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Redeveloper for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstated and in effect for a period of 60 (sixty) consecutive days; or
5. The commencement by the Redeveloper of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Redeveloper generally to pay such entity's debts as such debts become due or the taking of action by the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default.

1. Except as otherwise provided in this *Agreement*, in the event of any default in or breach of this *Agreement*, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor, upon written notice from the other, shall take immediate action to cure or remedy such default or breach, and, in any event, within 60 (sixty) days after receipt of such notice. In case such action is not taken, or

not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

2. In case the *City* shall have proceeded to enforce its rights under this *Agreement* and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the *City*, then and in every such case the Redeveloper and the *City* shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the *City* shall continue as though no such proceedings had been taken.

C. Agreement to Pay Attorney's Fees and Expenses.

In the event the Redeveloper should default under any of the provisions of this *Agreement* and the *City* should employ attorneys or incur other expenses for the collection of the payments due under this *Agreement* or the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper herein contained the Redeveloper agrees that it will on demand therefore pay to the *City* the reasonable fees of such attorneys and such other expenses so incurred by the *City*.

In the event the *City* should default under any of the provisions of this *Agreement* and the Redeveloper should employ attorneys or incur other expenses for the collection of the payments due under this *Agreement* or the enforcement of performance or observance of any obligation or agreement on the part of the Redeveloper herein contained the *City* agrees that it will, on demand therefore, pay to the Redeveloper the reasonable fees of such attorneys and such other expenses so incurred by the Redeveloper.

SECTION 14: OTHER RIGHTS AND REMEDIES OF CITY AND REDEVELOPER

A. No Waiver By Delay.

Any delay by the *City* or the Redeveloper in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not serve to waive or to deprive it of or limit such rights in any way (it being the intent of this provision that the *City* or Redeveloper should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy

provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by default involved; nor shall any waiver in fact made by the *City* or Redeveloper with respect to any specific default by the Redeveloper or the *City* under this Section be considered or treated as a waiver of the rights of the *City* or the Redeveloper with respect to any other defaults by the Redeveloper, or the *City* under this Section or with respect to any defaults under any Section in this *Agreement* or with respect to the particular default, except to the extent specifically waived in writing by the *City* or the Redeveloper.

B. Rights and Remedies Cumulative.

The rights and remedies of the parties to this *Agreement* (or their successors in interest) whether provided by law or by this *Agreement*, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different time, of any such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition as to its own obligation under this *Agreement* shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

SECTION 15: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this *Agreement* except with regard to payment of real property taxes or guarantees as provided herein, neither the *City*, nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the *Property* for redevelopment, or the beginning and completion of construction of the *Project*, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance

of the obligations of the *City* with respect to the preparation of the *Property* for Redevelopment or of the Redeveloper with respect to construction of the *Project* as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

SECTION 16: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the *Project* provided for in this *Agreement* that the following will apply:

A. Non-Discrimination.

The Redeveloper will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the *City* setting forth the provisions of this non-discrimination clause.

B. Advertising.

The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin or state the Redeveloper is an Equal Opportunity Employer and will include a display of the EOE logo in said advertisement.

C. Non-Compliance.

In the event of the Redeveloper's final determination of non-compliance with the non-discrimination clauses of this Section, this *Agreement* may be canceled, terminated, or suspended in whole or in part, upon written notification to the Redeveloper of a sixty (60) day cure period to remedy the non-compliance issue to the satisfaction of the *City*.

D. Mandatory Inclusion of Provisions.

The Redeveloper will include the provisions of Paragraphs "A" through "C" of this Section in every contract or purchase order and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 17: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles and Sections of this *Agreement* are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 18: CONFLICT OF INTEREST

No member, officer, or employee of the *City* or its designees or agents and no member of the governing body of the *City* during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this *Agreement* shall apply.

SECTION 19: NOTICES

All notices required and provided for in this *Agreement* shall be sent to the following parties on behalf of the *City* and the Redeveloper.

To the *City*: City Manager
 City Hall
 55 West Tompkins Street
 P.O. Box 1387
 Galesburg, Illinois 61402-1387

with the copies to the City Attorney.

To Redeveloper: Galesburg Symphony Society/Knox Galesburg Symphony
 Lucas D Wood
 95 N Seminary St
 Galesburg, IL 61401

All notices shall run from the date received, and all notices shall be delivered by certified or registered mail.

SECTION 20: COUNTERPARTS

If the *Agreement* is executed in two or more counterparts, each shall constitute one and the same instrument and each shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this *Agreement* and caused their respective seals to be affixed and attested thereto as of the date first written above in this *Agreement*.

CITY: CITY OF GALESBURG, ILLINOIS
A Municipal Corporation

REDEVELOPER: Galesburg Symphony Society/Knox
Galesburg Symphony

By: _____
Peter Schwartzman, Mayor

By: _____
Lucas D Wood

Attest: _____
Kelli R. Bennewitz, City Clerk

Title: Executive Director

Attest: _____

EXHIBIT "A"

REDEVELOPMENT SITE

LEGAL DESCRIPTION

Lots 25 and 26 in Block 63 in the First Southern Addition to the City of Galesburg, Knox County, Illinois.

COMMONLY KNOWN AS: 95 N Seminary Street, Galesburg, IL 61401

PROPERTY IDENTIFICATION NUMBER: 99-11-351-033

EXHIBIT "B"

ESTIMATED COSTS OF PROJECT 95 N Seminary Street

Temporary Facilities & Controls	\$39,148.00
Final Cleaning	\$3,000.00
Cast-in-Place Concrete	\$2,081.00
Rough Carpentry	\$4,075.00
Finish Carpentry	\$2,495.00
Architectural Wood Casework	\$15,028.00
Fiberglass Reimforced Panels (FRP) Paneling	\$727.00
Hollow Metal & Wood Doors/Frames/Hardware	\$56,058.00
Gypsum board assemblies	\$161,084.00
Acoustical Tile Ceilings	\$9,680.00
Wall Tile	\$14,688.00
Flooring	\$61,528.00
Painting & Coating	\$18,687.00
Signage	\$187.00
Toilet Compartments	\$7,879.00
Toilet Accessories	\$5,849.00
Fire Extinguishers & Cabinets	\$1,209.00
Fire Suppression Systems	\$1,994.00
Plumbing Systems	\$36,400.00
HVAC Systems	\$192,200.00
Electrical Systems	\$103,810.00
Design contingency 2%	\$7,732.00
General Requirements, Insurance	\$128,745.00
Re-design allowance	\$8,434.00
Owner supplied acoustic doors	\$24,723.00
Project contingency 10%	\$88,271.80
Projected interest charges (bank note @ 3 yrs)	\$45,000.00
	<u>\$1,040,712.80</u>

EXHIBIT "C"

Tax Increment Redevelopment Project Area IV

(Redevelopment Area)

LEGAL DESCRIPTION

COMMENCING AT THE APPARENT POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY OF SOUTH CEDAR STREET AND THE SOUTH RIGHT-OF-WAY LINE OF WEST SOUTH STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH CEDAR STREET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST TOMPKINS STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST TOMPKINS STREET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH BROAD STREET; THENCE NORTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SOUTH BROAD STREET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH CEDAR STREET; THENCE NORTHERLY ALONG SAID SOUTH CEDAR STREET RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 12 IN BLOCK 23 OF THE ORIGINAL TOWN OF GALESBURG; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 7 THROUGH 12 IN BLOCK 23 OF THE ORIGINAL TOWN OF GALESBURG TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH WEST STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST SIMMONS STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH ACADEMY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET; THENCE NORTHERLY ALONG SAID ACADEMY STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG EXTENDED; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE OF BLOCK 21 TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET; THENCE NORTHERLY ALONG SAID-RIGHT-OF-WAY LINE TO THE SOUTH LINE OF LOT 14 OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 14 AND LOTS 3 THROUGH 6 OF BLOCK 21 OF THE ORIGINAL TOWN OF GALESBURG EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH ACADEMY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EXTENDED WEST RIGHT-OF-WAY LINE OF CEDAR AVENUE; THENCE NORTHERLY ALONG SAID RIGHT-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 5 OF FANITA F. WELSH'S SUBDIVISION EXTENDED TO THE WEST; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE TO SOUTHEAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 5 TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH RIGHT-OF-WAY LINE OF WEST WATER STREET; THENCE EASTERLY ALONG THE EXTENDED NORTH RIGHT-OF-WAY LINE OF WEST WATER STREET TO THE SOUTHWEST CORNER OF LOT 12 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG AS RECORDED IN A REVENUE PLAT OF 1904; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 12 TO THE SOUTHEAST CORNER OF LOT 13 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG AS RECORDED IN A REVENUE PLAT OF 1904; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13 3 RODS; THENCE NORTHERLY 3 RODS TO A POINT ON THE NORTH LINE OF SAID LOT 12 3 RODS EAST OF EAST LINE OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 12 AND 11 OF A SUBDIVISION OF ORIGINAL LOTS 5, 6, 7 AND 8 OF BLOCK 7 OF ORIGINAL PLAT OF GALESBURG TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET; THENCE NORTHERLY ALONG THE EXTENDED WEST RIGHT-OF-WAY LINE OF NORTH WEST STREET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WEST NORTH STREET; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTH STREET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SANITARY DISTRICT CHANNEL; THENCE NORTHEASTERLY ALONG SAID LINE OF THE SANITARY CHANNEL TO THE WEST RIGHT-OF-WAY LINE OF NORTH SEMINARY STREET; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF BLOCK 1 OF PECK & WOODS ADDITION TO THE TOWN OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF BLOCK 1 OF PECK & WOODS ADDITION TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE GALESBURG SANITARY DISTRICT CHANNEL; THENCE EASTERLY ALONG SAID CHANNEL EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF NORTH CHAMBERS STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF LOT 12 OF THE SUBDIVISION OF LOTS 1 AND 11 THROUGH 18 OF J. S. CHAMBER'S SUBDIVISION OF LOTS 1, 3, 4 AND 5 OF BLOCK 1 OF MATTHEW CHAMBER'S ADDITION TO THE CITY OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 12 TO THE

SOUTHEAST CORNER OF LOT 12; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 12 TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 2 OF BLOCK 1 OF MATTHEW CHAMBER'S ADDITION TO GALESBURG TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 21 OF PAYNE'S ADDITION TO GALESBURG TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SUMNER STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 29 OF THE SUBDIVISION OF 1898 OF ORIGINAL LOTS 1 THROUGH 4 OF PAYNE'S ADDITION TO THE CITY OF GALESBURG; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 29 TO THE SOUTHEAST CORNER OF LOT 29; THENCE NORTHERLY ALONG EAST LINE OF LOT 29 TO THE SOUTHWEST CORNER OF LOT 7 OF THE SUBDIVISION OF LOTS 7, 8, 9, 10 AND 19 OF GREEN & MCCOY'S ADDITION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED SOUTH LINE OF LOT 40 OF A SUBDIVISION OF LOTS 14 & 18 OF 10 ACRE LOT 4 AND LOT 21 OF 10 ACRE LOT 5 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5 AND LOT 7 OF 10 ACRE LOT 4 OF ORIGINAL PLAT OF GALESBURG; THENCE EASTERLY ALONG SAID EXTENDED SOUTH LINE TO THE POINT OF INTERSECTION WITH THE EAST LINE OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF LOT 22 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF LINCOLN STREET; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF LINCOLN STREET TO THE SOUTHEAST CORNER OF LOT 29 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 5 OF ARNOLD'S SUBDIVISION OF 10 ACRE LOT 5 TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 13 OF BURGLAND AND JOHNSON'S SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 13 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF FULTON STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 34 OF SCRIPP'S SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 34 OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF LOT 33 OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 33 OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 35 OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF LOT 35 OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 29 OF SCRIPP'S SUBDIVISION TO THE WEST RIGHT-OF-WAY LINE OF NORTH WHITESBORO STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH LINE OF THE SUBDIVISION OF LOTS 3, 4 AND 5 BLOCK 1 OF CAMPBELL'S ADDITION; THENCE EASTERLY ALONG SAID EXTENDED NORTH LINE TO THE WEST LINE OF SUMMIT ADDITION; THENCE NORTHERLY 1 ROD ALONG THE WEST LINE OF SUMMIT ADDITION TO THE NORTHWEST CORNER OF LOT 1 OF SUMMIT ADDITION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY 1 ROD TO THE NORTHWEST CORNER OF LOT 2 OF SUMMIT ADDITION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF LOT 9 OF SUMMIT ADDITION; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 9 TO THE SOUTHWEST CORNER OF LOT 9; THENCE EASTERLY ALONG THE SOUTH LINE OF LOT 9 EXTENDED TO THE NORTHWEST CORNER OF LOT 19 OF THE RESUBDIVISION OF ORIGINAL LOTS 1, 2 & 3 OF BLOCK 2 OF SUMMIT ADDITION AS RECORDED IN A REVENUE PLAT OF 1904; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 19 TO THE NORTHEAST CORNER OF LOT 19; THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF LOT 7 OF THE RESUBDIVISION OF BLOCK 2 OF THE SUMMIT ADDITION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 7 EXTENDED TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ARNOLD STREET; THENCE EASTERLY ALONG THE EXTENDED SOUTH LINE OF LOT 7 OF M. J. KITCHELL'S SUBDIVISION TO THE WEST RIGHT-OF-WAYLINE OF NORTH FARNHAM STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED NORTH LINE OF LOT 7 OF BLOCK 1 OF OLOF HAWKINSON'S ADDITION; THENCE EASTERLY ALONG THE EXTENDED NORTH LINE OF LOTS 7 AND 8 IN BLOCKS 1, 2 AND 3 AND LOT 4 IN BLOCK 4 OF OLOF HAWKINSON'S ADDITION TO THE POINT OF INTERSECTION WITH THE EAST LINE OF OLOF HAWKINSON'S ADDITION; THENCE EASTERLY ALONG THE EXTENDED NORTH LINE OF LOT 4 IN BLOCK 4 AND LOT 27 IN BLOCK 3 OF THE WASHINGTON ADDITION TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE SOUTHERLY ALONG THE EAST LINES OF LOTS 27 AND 28 OF BLOCK 3 OF THE WASHINGTON ADDITION TO THE SOUTHEAST CORNER OF LOT 28; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 28 EXTENDED TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF CHESTNUT STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY OF EAST

MAIN STREET TO THE POINT OF INTERSECTION WITH THE EXTENDED EAST LINE OF LOT 4 IN BLOCK 5 OF THE FACTORY ADDITION; THENCE SOUTHERLY ALONG THE EXTENDED EAST LINE OF LOTS 4 AND 9 OF BLOCK 5 OF FACTORY ADDITION TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 7 IN BLOCK 1 OF N. T. ALLEN'S SUBDIVISION; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINE OF LOTS 6 AND 7 IN BLOCKS 1 AND 2 OF N. T. ALLEN'S SUBDIVISION TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH FARNHAM STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN BLOCK 1 OF THE RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF THE HAYNER'S ADDITION; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINE OF LOTS 1 THROUGH 9 IN BLOCK 1 AND LOTS 1 THROUGH 6 OF BLOCK 2 TO THE SOUTHWEST CORNER OF LOT 6 IN BLOCK 2 OF SAID RESUBDIVISION OF HAYNER'S ADDITION; THENCE NORTHERLY 55 FEET ALONG THE WEST LINE OF LOT 6 IN BLOCK 2 OF THE RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4 OF HAYNER'S ADDITION; THENCE WESTERLY TO THE EAST LINE OF SAID LOT 7 TO A POINT 55 FEET NORTH OF THE SOUTH LINE OF LOT 7; THENCE SOUTHERLY 5 FEET ALONG THE WEST LINE OF SAID LOT 7 TO A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7; THENCE WESTERLY TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF LOCUST STREET 50 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 9 IN BLOCK 2 OF SAID RESUBDIVISION OF HAYNER'S ADDITION; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE WESTERLY ALONG THE EXTENDED SOUTH LINES OF LOTS 1-5 IN BLOCK 1 OF FROST'S ADDITION AND LOT 23 OF THE REVENUE PLAT OF 1904 OF A SUBDIVISION OF ORIGINAL LOTS 1, 2, 3, 5, 6, 7, 8, 9 & 12 OF BLOCK 2 OF FROST'S ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 23; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 23 TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 27 OF SAID REVENUE PLAT OF 1904; THENCE SOUTHERLY ALONG SAID WEST LINE OF LOT 27 TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 27 TO THE NORTHERNMOST CORNER OF LOT 14 OF BLOCK 2 OF FROST'S ADDITION; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT 14 EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTHERNMOST CORNER OF LOT 4 IN BLOCK 3 OF FROST'S ADDITION; THENCE SOUTHWESTERLY ALONG THE NORTHWEST LINE OF SAID LOT 4 TO THE WESTERNMOST CORNER OF SAID LOT 4; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID LOT 4 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 13 IN BLOCK 3 OF FROST'S ADDITION; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 13 AND 14 IN BLOCK 3 OF FROST'S ADDITION TO THE EAST RIGHT-OF-WAY LINE OF PINE STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE EXTENDED CENTERLINE OF THE VACATED ALLEY IN THE SUBDIVISION OF THE SOUTH HALF OF ORIGINAL 5 ACRE LOT 6; THENCE WESTERLY ALONG THE SAID EXTENDED CENTERLINE OF THE VACATED ALLEY TO THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 1 IN THE SUBDIVISION OF THE SOUTH HALF OF ORIGINAL 5 ACRE LOT 6; THENCE NORTHERLY ALONG THE WEST LINE OF LOTS 1 AND 10 IN SAID SUBDIVISION TO THE NORTHEAST CORNER OF LOT 6 IN THE RESUBDIVISION OF ORIGINAL 5 ACRE LOTS 5 AND 6 OF THE ORIGINAL PLAT OF GALESBURG; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 2 THROUGH 6 OF SAID RESUBDIVISION TO THE NORTHWEST CORNER OF LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID RESUBDIVISION TO A POINT 18 FEET NORTH OF THE SOUTH LINE OF LOT 4 IN BLOCK 4 OF SHELTON ALLEN'S SUBDIVISION OF ORIGINAL 5 ACRE LOTS 3 AND 4; THENCE WESTERLY ALONG A LINE 18 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF ALLENS AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COTTAGE AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET; THENCE WESTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH KELLOGG STREET; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY TO A POINT 116.1 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF E SIMMONS STREET; THENCE WESTERLY 65 TO THE POINT OF INTERSECTION WITH THE EXTENDED EAST LINE OF C. L. BROWN'S SUBDIVISION; THENCE NORTHERLY ALONG SAID EXTENDED EAST LINE TO THE SOUTHEAST CORNER OF LOT 3 IN C. L. BROWN'S SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF C. L. BROWN'S SUBDIVISION TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF THE CUSTER-COX RESUBDIVISION TO THE SOUTHWEST CORNER OF SAID RESUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 2 AND 3 IN THE SUBDIVISION OF BLOCK 30 OF THE ORIGINAL PLAT OF GALESBURG EXTENDED TO THE POINT OF

INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SIMMONS STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 31 IN THE ORIGINAL PLAT OF GALESBURG; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 3 EXTENDED TO THE NORTHWEST CORNER OF LOT 17 OF THE RESUBDIVISION OF THE NORTH 1/3 OF ORIGINAL LOTS 9 AND 10, THE SOUTH 12 FEET OF ORIGINAL LOTS 1 AND 2 AND THE SOUTH 3 FEET OF ORIGINAL LOT 3 IN BLOCK 31 OF THE ORIGINAL TOWN; THENCE 10 FEET WEST PERPENDICULAR TO THE WEST LINE OF SAID LOT 17; THENCE 26.5 FEET SOUTH TO A POINT ON THE SOUTH LINE OF LOT 20 OF SAID RESUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 20 TO THE NORTHWEST CORNER OF LOT 10 IN SAID RESUBDIVISION; THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 10 AND 11 OF SAID RESUBDIVISION TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF E TOMPKINS STREET; THENCE WESTERLY 15 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 95 FEET PERPENDICULAR TO THE NORTH RIGHT-OF-WAY OF EAST TOMPKINS STREET; THENCE WEST 60 FEET; THENCE NORTH 28.75 FEET; THENCE WEST 123 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH CHERRY STREET; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH CHERRY STREET TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF EAST SOUTH STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY TO THE POINT OF BEGINNING; EXCLUDING AN AREA MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET AND THE WEST RIGHT-OF-WAY LINE OF NORTH KELLOGG STREET WHICH IS THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH CHAMBERS STREET; THENCE SOUTHERLY ALONG SAID CHAMBERS STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WESTERLY ALONG SAID MULBERRY STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH SEMINARY STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE SOUTH RIGHT-OF-WAY LINE OF EAST SIMMONS STREET; THENCE WESTERLY ALONG SAID SIMMONS STREET RIGHT-OF-WAY TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH KELLOGG STREET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; ALSO EXCLUDING LOTS 3 THROUGH 10, 27 AND 29 THROUGH 31 OF THE SUBDIVISION OF BLOCK 17 OF THE CITY OF GALESBURG; INCLUDING AN AREA MORE PARTICULARLY DESCRIBED AS A TRACT OF LAND BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF MULBERRY STREET AND THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET; THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 AND THAT LINE EXTENDED; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 AND THAT LINE EXTENDED TO THE EAST LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH 4 RODS OF THE WEST 8 RODS OF LOT 14 IN THE SUBDIVISION OF BLOCK 62 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF MULBERRY STREET TO THE WEST LINE OF LOT 15 OF THE SUBDIVISION OF BLOCK 62; THENCE NORTH ALONG THE WEST LINE OF LOT 15 TO THE NORTHERLY LINE OF LOT 15; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LOT 15 TO THE WEST LINE OF LOT 16 IN THE SUBDIVISION OF BLOCK 62; THENCE NORTH ALONG THE WEST LINE OF LOT 16 TO THE NORTH LINE OF LOT 16; THENCE EAST ALONG THE NORTH LINE OF LOT 16 TO THE EAST LINE OF LOT 16; THENCE SOUTH ALONG THE EAST LINE OF LOT 16 AND THAT LINE EXTENDED TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET; THENCE WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF MULBERRY STREET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SEMINARY STREET, SAID POINT BEING THE POINT OF BEGINNING; SAID TRACT CONTAINING 288.6 ACRES MORE OR LESS ALL BEING SITUATED IN THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS.

EXHIBIT “D”

PROJECT DESCRIPTION

95 N Seminary Street

Phase 1 renovation of 95 N Seminary Street includes a total renovation of approximately 3,800 square feet. This work addresses ADA accessibility and will allow us to create teaching, practice, rehearsal, educational, multipurpose, and administrative spaces that are flexible and adaptable to our needs and those of the community.

The building is an excellent downtown location. The building has, since construction in the 1930s, never sat vacant – the primary factor of the building’s sound state. The entire layout of the first floor (basement and second floor will be part of future phase work and not open to the public at this time) will be renovated to include highly sound attenuated teaching and practice studios for private lesson and individual practice; a dedicated piano instruction studio; a flex classroom/rehearsal space that can be used to youth music programs, mid-scale rehearsals, meetings, and group classes; a multifunction space that has been structurally engineered to be suitable for small recital performances (audiences of around 40 people), larger group rehearsals, common lounge space, and meeting and event space for Symphony and public use; a no-cost snack bar for the public; and two administrative/workshare office spaces. From the beginning we wanted to create a space that was welcoming and inclusive and collaborative – a place that other music organizations (such as Nova Singers, Galesburg Community Chorus, etc) could use to establish a more visible presence in the community.

Overall finish levels of the project will be mid-range: creating an atmosphere that is comfortable enough for kids to feel welcome while also suitable for chamber music and donor events. This is being accomplished by combining LVP wood-look flooring and colorful carpet tiles that integrate into our brand identity of yellows, purples, teals, and warm colors. Creating a space that will be contemporary but not trendy. This is a project for the long haul, not something we will re-renoate in 10 years. Ceilings will be a combination of acoustic tiles in offices and corridors, partial open, painted beam structure in the multipurpose room, and gypsum surfaces in the teaching spaces (for sound attenuation). The space will be warm, colorful, and inviting with a sense of approachable elegance that encourages people to come in, sit, feel, and experience classical music.

The expected completion date of the entire façade project is December 31, 2022.

The Tax Increment Financing funding will be utilized to assist with redevelopment expenses. A benefit to the public is that this project is taking an underutilized downtown building that will be completely renovated into a place that the orchestra will be able to broaden access to cultural offerings by bringing their music to more, and more diverse, communities. The more an orchestra can be part of civic life, the more a community takes pride in and ownership of the role the orchestra plays in their life. The Galesburg Symphony is re-imagining their role as a community partner and adapting these values at their core.

EXHIBIT "E"

REDEVELOPER ASSISTANCE COSTS

TAX INCREMENT FINANCING

DEVELOPER ELIGIBLE PROJECT COSTS

Developer:	Galesburg Symphony Society/Knox Galesburg Symphony
Project:	Renovation project
Address:	95 N Seminary Street Galesburg, IL 61401

Temporary Facilities & Controls	\$39,148.00
Final Cleaning	\$3,000.00
Cast-in-Place Concrete	\$2,081.00
Rough Carpentry	\$4,075.00
Finish Carpentry	\$2,495.00
Architectural Wood Casework	\$15,028.00
Fiberglass Reimforced Panels (FRP) Paneling	\$727.00
Hollow Metal & Wood Doors/Frames/Hardware	\$56,058.00
Gypsum board assemblies	\$161,084.00
Acoustical Tile Ceilings	\$9,680.00
Wall Tile	\$14,688.00
Flooring	\$61,528.00
Painting & Coating	\$18,687.00
Signage	\$187.00
Toilet Compartments	\$7,879.00
Toilet Accessories	\$5,849.00
Fire Extinguishers & Cabinets	\$1,209.00
Fire Suppression Systems	\$1,994.00
Plumbing Systems	\$36,400.00
HVAC Systems	\$192,200.00
Electrical Systems	\$103,810.00
Design contingency 2%	\$7,732.00
General Requirements, Insurance	\$128,745.00
Re-design allowance	\$8,434.00
Owner supplied acoustic doors	\$24,723.00
Project contingency 10%	\$88,271.80
Projected interest charges (bank note @ 3 yrs)	\$45,000.00
	<u>\$1,040,712.80</u>

Galesburg Symphony Society/Knox Galesburg Symphony
Request for Reimbursement for Costs Incurred
95 N Seminary Street

Date of Request: _____ Request #: _____

Detailed list of redevelopment activities which have been completed since last request for reimbursement.

Description of Activity	Paid To	Costs Incurred
TOTAL COSTS INCURRED:		\$

Attached are invoices which support the costs identified for the above-listed activities.

I certify that the costs identified above have been incurred for this project.

(typed name)

City authorization for payment: _____

Date Authorized: _____

**COUNCIL LETTER
CITY OF GALESBURG
JUNE 20, 2022**

AGENDA ITEM: Consider moving forward with the demolition process on properties located at 701 N Prairie St. (residence & detached garage), 213 Pine St. (residence), 1169 Lombard St. (garage), 1145 E South St. (residence & detached garage).

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development and Code Compliance Supervisor recommend the City Council authorize demolition proceedings for these properties.

BACKGROUND: After an inspection of the properties, the Building Inspector sent the required notification to the owners of the properties requesting compliance. The following are the responses to the violations:

701 N Prairie St. A letter was sent to the listed owner in May of 2020. That month the owner provided a timeline to the City for the necessary repairs. He stated the repairs would be complete by August of 2020. Follow up inspections were done in August that showed no movement toward the repairs. Following Covid a new timeline was given in June of 2021 with the repairs to be completed in October of 2021. Follow up inspections showed no movement toward the repairs. A final attempt to reach the owner was made in February of 2022. A permit to demolish the garage was issued at that time. The permit has expired with no work being done. The property has not had water service since 2019; has a dilapidated roof; soffit and fascia are rotted and missing; Sections of the foundation have no tuckpointing at all and bricks can be removed by hand, leaving no structural integrity; accessory structure is open and dangerous, walls are leaning causing the doors not to function; loose and missing siding allowing for rodent infestation.

213 Pine. A letter was sent to the listed owner in March of 2022. A follow up inspection noted there was no attempt to fix the building. This property has been cited for outside storage and dangerous structure multiple times since 2021. There has been no active water service since 2018. The property has been placarded by the City as uninhabitable since September of 2020. The porch is dilapidated and collapsed; Exterior weatherproofing envelope is compromised with missing downspouts; Area where the porch was attached is open to weather and rodents; tuckpointing is missing in some areas allowing for rodent infestation.

1169 Lombard. A letter was sent to the listed owner and upon a follow up inspection it was noted that no attempt had been made at fixing the structure. The detached garage has a dilapidated roof, and missing soffit and fascia; walls appear to be leaning and not sound; siding is loose and missing allowing for rodent infestation.

1145 E South. A letter was sent to the listed owner and upon a follow up inspection it was note that there was no attempt to fix the building. This residence was severely damaged by fire in June of 2016. The property owner has stated that they do not have the means to address the property. The

residence has been boarded up since 2016. The foundation on the west side is showing signs of failing; the detached garage has a dilapidating roof and structure and is starting to collapse. The property has not had water or power since 2016.

The request before Council tonight is to approve moving forward with the demolition process. If approved, the following steps still need to be taken:

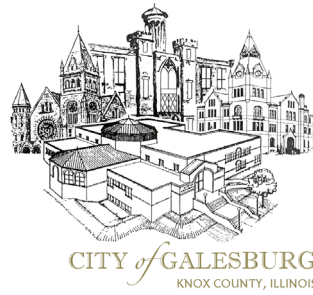
- A title search is being conducted and if it is found that there are any other parties with ownership interest, staff will send additional notices.
- If there are no responses, the City Legal Department pursues all necessary steps to obtain an order for demolition.
- Once an order is received, staff can order an asbestos inspection of the property.
- Staff requests utilities be terminated at the property.
- Staff then drafts demolition specifications, and the demolition is put out for bid.
- Bids are taken to City Council for approval.
- The selected demolition contractor schedules the demolition into their calendar and completes the demolition.

BUDGET IMPACT: The demolition costs are estimated to be:

- 701 N Prairie St (Residence and Detached Garage)- \$18,000- \$20,000
- 213 Pine St (Residence)- \$15,000- \$18,000
- 1169 Lombard St (Garage)- \$4,000- \$6,000
- 1145 E South St (Residence and Detached Garage)- \$15,000- \$18,000

SUPPORTING DOCUMENTS:

1. Fifteen-day notices and photos



May 14, 2020

Del R. Anderson
619 E. Fremont St.
Galesburg, IL. 61401

Reference: 701 N. Prairie St. Galesburg, IL.
PIN#: 99-10-280-007
Legal Description: GALE S 2nd ADDN LOT 12 BLK 14

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 701 N. Prairie St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

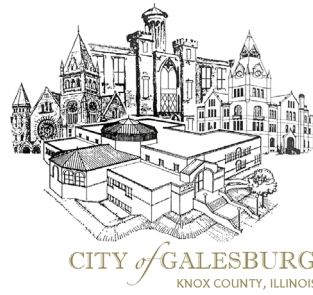
You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

1. Dilapidate roof, soffit and fascia rotted and missing.
2. Exterior Weatherproofing envelope compromised with the missing gutters and downspouts and Siding
3. Front porch dilapidated, rotten wood and missing railings
4. Side of home has exterior door leading to a porch, roof and deck removed never replaced or siding repaired.
5. Foundation in need of replacing, sections there is no tuckpointing at all and bricks can be removed by hand. Leaving no structural integrity.
6. Accessory structure/building, open and unsafe, walls appear to be leaning, causing doors not to function
7. Siding loose at or near ground allowing for rodent infiltration
8. Rear porch dilapidated and in need of replacement brick support missing replaced with 4by4 on angle to support structure
9. Bulkhead entrance to basement doors rotten and dangerous

I visually see work has commenced on this property, the City is still requiring a timeline as to realistic completion of each item listed and will be reinspected on 30 day increments through the repair process to verify complying to submitted timeline.

The list is based upon a visual inspection was performed on May 13, 2020. This property will be re-inspected on May 29, 2020. This notice is given pursuant to the applicable statutes of the State



of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

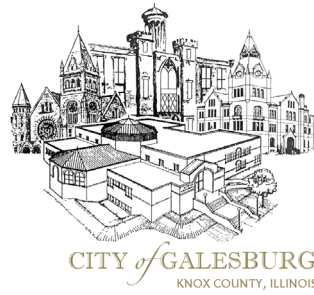
If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

701 N Prairie







March 29, 2022

Word Sharee A ET AL
261 Pine St.
Galesburg, IL. 61401

Reference: address 213 Pine, Galesburg, IL.
PIN#: 9914204028
Legal Description: FROST'S ADD LT 7 (EX31') & S5' LT6 BLK 4

This is to advise you that the building owned by you, or in which you claim interest, located at 213 Pine St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

1. Dilapidate roof over porch, collapsed
2. Exterior Weatherproofing envelope compromised with the missing downspouts not directing water away from structure
3. Area where porch roof was attached to the wall the wall cavity is open to weather and rodents.
4. The foundation is in need of tuckpointing areas visible from right of way that are large enough openings to allow rodents to penetrate into building

The list is based upon a visual inspection was performed on March 22, 2022. This property will be re-inspected on April 13 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

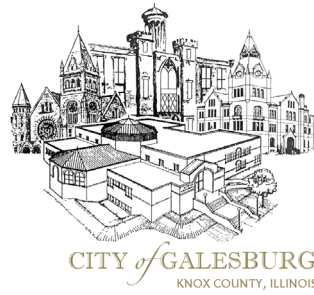
If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, IL.

213 Pine







March 11, 2022

Wright Leslie W
1169 Lombard St.
Galesburg, IL. 61401

Reference: 1169 Lombard St., Galesburg, IL.
PIN#: 9914454010
Legal Description: ARTHUR'S SUB LOT 1

This is to advise you that the accessory building owned by you, or in which you claim interest, located at 1169 Lombard St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

1. Dilapidate roof, soffit and fascia rotted and missing.
2. Walls appear to be leaning and not sound
3. Siding loose at or near ground allowing for rodent infiltration

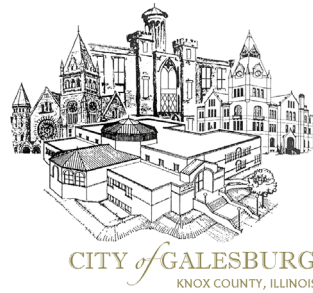
The list is based upon a visual inspection was performed on March 8, 2022. This property will be re-inspected on March 28, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, IL.

1169 Lombard





March 10, 2022

Cunningham Kenny R ET AL
247 Copper Kettle Lane
East Dubuque, IL. 61025

ReferenceProperty 1145 E. South St. Galesburg,IL.
PIN#:9914205019
Legal Description: FROST S ADDN LOT 16 BLK 5

This is to advise you that thebuild and accessory buildings owned by you, or in which you claim interest, located at 1145 E. South St.. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below;

Primary Residence

1. Repair of all damage due to structural fire June 22, 2016
2. Foundation appears to be leaning on west side at driveway possible failure of brick foundation

Accessory Structure

3. Garage collapsing, dilapidated roof and structure

This list is based upon a visual inspection that was performed on March 8, 2022. This property will be re-inspected on March 28, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact us at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

1145 E South





**CITY OF GALESBURG
COUNCIL LETTER
JUNE 20, 2022**

AGENDA ITEM: Non-Exclusive Option to Purchase Real Estate

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development, and City Attorney/Administrative Services Director recommend approval of the real estate option agreement.

BACKGROUND: The City of Galesburg is the owner of approximately 2.96 acres of property located on W. Carl Sandburg Drive. Numerous developers have contacted the City about submitting the lot as a potential location in response to a request for proposals from the Department of Veteran Affairs to establish a community-based outpatient clinic (CBOC). The developer would own the property and construct a building, which would be leased to the Department of Veteran Affairs. More information about the project is included in the Sources Sought Notice included with the council letter.

As part of the proposal process, the developers would like to show they have the right to purchase the property if selected by the federal government to complete the project. This is typically completed using a real estate option agreement.

Rather than enter into an exclusive option agreement with one developer, the City is proposing to enter into this Agreement with any willing developer who is submitting a proposal for this specific CBOC project. Based on previous discussions, staff believe there are at least three developers who would likely execute the option agreement with the City. Only the developer selected for the project will have the authority to exercise the option and purchase the property from the City.

If selected, the developer has the option to purchase the property at a purchase price of \$250,000.

BUDGET IMPACT: Sufficient funds are available in the 2022 budget.

SUPPORTING DOCUMENTS:

1. Non Exclusive Option to Purchase Real Estate
2. Aerial of Property
3. Sources Sought Notice

NON EXCLUSIVE OPTION TO PURCHASE REAL ESTATE

THIS OPTION AND PURCHASE AGREEMENT ("Agreement") is entered into as of the ___ day of _____, 2022, by and between City of Galesburg, an Illinois municipal corporation ("Seller") and _____ ("Buyer").

1. **Option.** In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, Seller hereby grants to Buyer a non-exclusive option to purchase ("Option"), for a period of 180 days from the Acceptance Date hereof as indicated below (the "First Option Period"), approximately 2.96 acres of real property described in Exhibit A attached hereto, and all rights, privileges, and easements appurtenant to such real property (collectively, the "Premises"), for the sum of \$250,000.00.

The Option is granted on the terms and conditions set forth below.

2. **Exercise of Option.** The Option may be exercised at any time following satisfaction of all conditions precedent on or before the expiration of the Option Period by notice to that effect given by Buyer to Seller on or before the last day of the Option Period. If this Option is not exercised as aforesaid, it shall be null and void.

Buyer's exercise of this option shall be conditioned upon the fulfillment of the following conditions precedent:

- A. Selection by the United States Department of Veterans Affairs to build a community-based outpatient clinic (CBOC) or similar facility as outlined in the "Sources Sought Notice" with solicitation number "36C26322R0071"

In the event that solicitation number "36C26322R0071" is awarded to a party other than Buyer, this Option Agreement shall automatically terminate and both parties shall be relieved of all rights, duties and obligations contained herein.

3. **Payment of Purchase Price.** In the event of Buyer's exercise of the Option, Buyer shall pay the Purchase Price to the Seller at the closing of two hundred fifty thousand dollars (\$250,000.00).

4. **Closing.** The closing shall be held at a time and place mutually agreeable to the parties, within sixty (60) days after the exercise of the Option (the "Closing Date").

5. **Deed and Title.** Seller shall not sell or encumber the Premises while this Option remains in effect, except for the exercise of other non-exclusive options, all of which shall be expressly contingent upon solicitation number "36C26322R0071" being awarded to Buyer. At closing, Seller shall deliver to Buyer a General Warranty Deed conveying to Buyer or its nominee fee simple title to the Premises, free and clear of all encumbrances except legal highways, zoning and building ordinances. If a preliminary A.L.T.A. title insurance commitment reveals any encumbrances other than the exceptions specified

herein and standard A.L.T.A. exceptions, Buyer may elect either to: (a) cancel this Agreement or (b) accept such title as Seller can convey and pay the agreed Purchase Price. In the event of encumbrances that may be resolved by payment of funds, Seller shall proceed to cure and remove said encumbrances prior to closing.

6. *Survey and Investigations.* After the Acceptance Date, Buyer and its designated agents may enter the Premises, at reasonable times, for the purpose of making surveys, inspecting the physical conditions of the Premises, and making soil and environmental tests or borings, performing architectural drawings, and performing any obligation under this Agreement, provided that such operations are at Buyer's sole expense and do not damage the Premises.

7. *Representations and Warranties of Seller.*

A. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that:

i. Fee simple ownership of the Premises is vested solely in Seller, and no other person or entity has any right, title, or interest in or to the Premises;

ii. To the best of Seller's knowledge, no proceedings of any type (including condemnation or similar proceedings), are being contemplated against the Premises or any part thereof;

iii. To the best of Seller's knowledge, no special assessments of any nature are being contemplated with respect to the Premises or any part thereof;

iv. The Premises are not subject to any: (a) leases, (b) unrecorded easements, (c) options to purchase, (d) rights of first purchase or refusal, (e) any other agreement or contract to use, lease, or purchase the Premises; or (f) mortgages, other than those that shall be satisfied at closing except;

(a) Any other non-exclusive options granted requiring a buyer to receive approval by the Department of Veterans Affairs to build a CBOC on the property consistent with solicitation number 36C26322R0071”.

v. To the best of Seller's knowledge, the Premises have not been used for the manufacture, distribution, storage, or disposal of any hazardous waste, hazardous substance, or other pollutant, as those terms are defined in any federal or state law, statute, or regulation (collectively, “Hazardous Wastes”); to the best of Seller's knowledge, no Hazardous Wastes have been used in connection with any manufacturing or other activity conducted on the Premises; and to the best of Seller's knowledge, there are presently no Hazardous Wastes in or under the Premises.

vi. To the best of Seller's knowledge, if the Premises contain, more than one parcel, the parcels that constitute the Premises are contiguous;

vii. To the best of Seller's knowledge: (a) there are no existing moratoria or other limitations on the availability of utilities to the Premises, (b) electricity, gas, water, and storm sewers of sufficient capacity or quantity are available at the perimeter of the Premises, and (c) Buyer has the full right to tie into or otherwise connect with the service lines furnishing each such service or utility;

B. All representations and warranties contained in this Section 7 or elsewhere in this Agreement shall be deemed remade as of closing and shall survive closing.

8. **Taxes and Assessments.** Seller shall pay all real estate taxes and assessments that are now due or become due prior to the Closing Date. Taxes and assessments not yet due and payable at the Closing Date shall be prorated on a per diem basis as of 11:59 p.m. of the day preceding the Closing Date on the basis of the calendar year for which the same are levied or assessed. If the rate of any such taxes or assessments shall not be fixed before the Closing Date, the adjustment thereof at the closing shall be upon the basis of 110% of the taxes for the preceding calendar year and there shall be no later re-proration. Any other adjustment, including adjustments for rents, profits, and the like, shall be allowed and apportioned as of the Closing Date.

Seller shall pay all accrued water, sewer, and other utility charges, if any, as of the Closing Date.

9. **Possession.** Seller shall deliver exclusive vacant possession of the Premises to Buyer at the closing.

10. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be deemed properly given upon delivery by hand or upon delivery by sender to the applicable carrier if sent, postage prepaid by the United States registered or certified mail, return receipt requested, or by overnight express mail courier, addressed as follows:

A. If intended for Seller:

Attn: City Manager
City of Galesburg
55 West Tompkins St.
Galesburg, IL 61401

B. If intended for Buyer:

or to such other addresses as Seller or Buyer shall have given notice to the other as herein provided.

11. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

12. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein and no amendment or modification shall be effective unless it is in writing and signed by Seller and Buyer.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

14. **Assignment.** The option granted by this Agreement may only be exercised by Buyer and any assignment, transfer, or sale of this option, directly or indirectly, shall automatically terminate this option and all rights of Buyer under this Agreement. Notwithstanding the foregoing, Buyer shall be permitted to assign this Agreement to an Affiliated Party without prior consent from Seller.

15. **Captions.** The captions in this Agreement are for convenience only and shall not define or limit the scope of this Agreement or the intent hereof.

16. **Amendment.** The Parties may mutually agree to amend this Agreement. However, no amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first set forth above, etc.

Agreed to as of _____, 2022.

By: _____

Name: _____, _____

Agreed to as of _____, 2022.

By: _____

Name: _____, Mayor

Attest: _____

Name: _____, City Clerk

STATE OF _____
COUNTY OF _____

Signed and sworn to before me this _____
day _____, 2022

Notary Public

STATE OF ILLINOIS
COUNTY OF KNOX

Singed and sworn to before me this _____
day _____, 2022

Notary Public

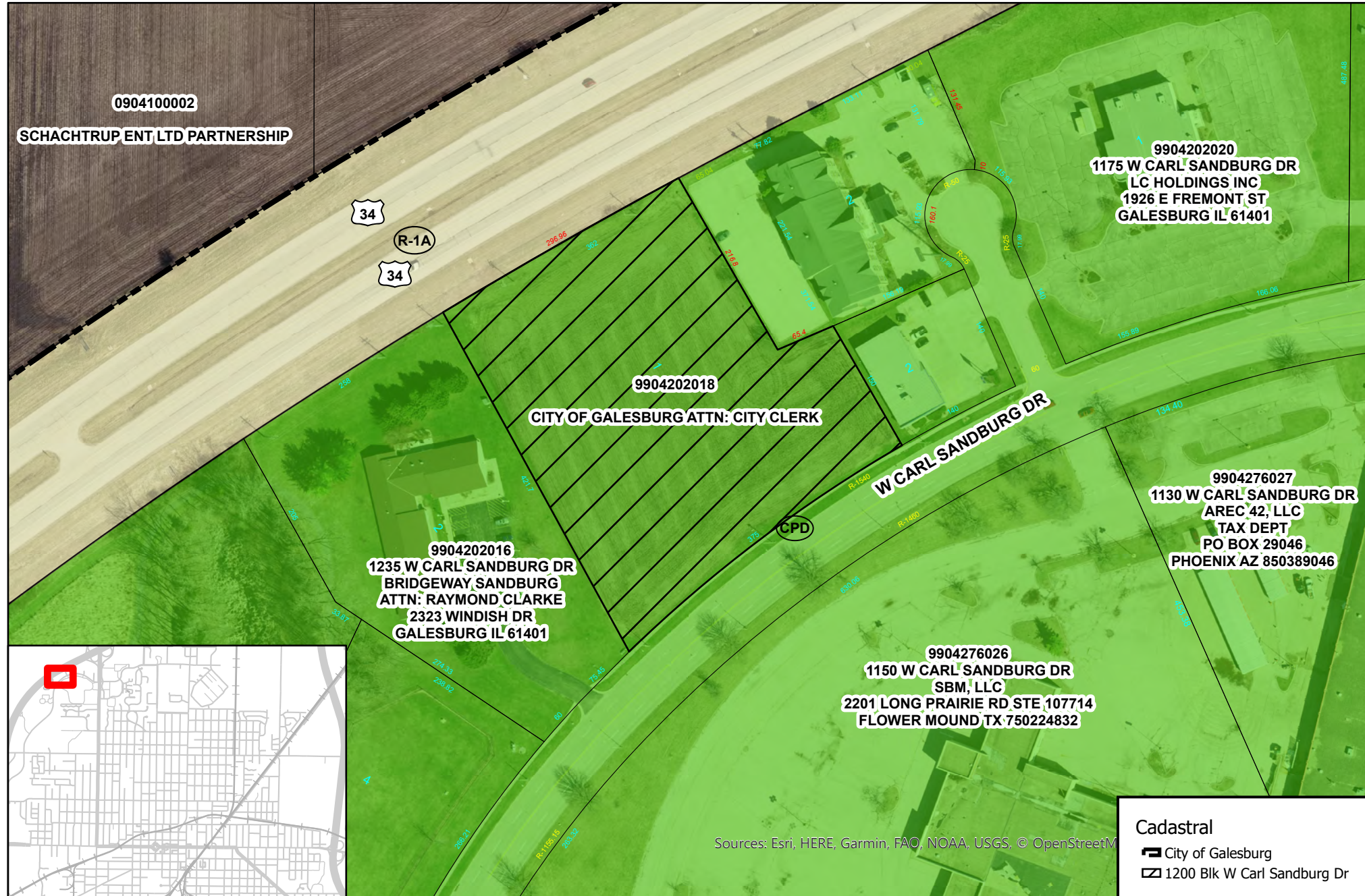
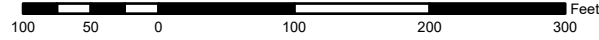
EXHIBIT A

INDEVCO SUB EXT'N 2 LT 1 (EX BEG NE COR SE221.54' SW65.4' NW216.8' NE65.04' TO POB)

Parcel: 99-04-202-018

City owned lots

Approx 2.96 acres



Sources Sought Notice

SUBJECT* VHA Lease Galesburg, IL Community Based Outpatient Clinic (CBOC)

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	52241
SOLICITATION NUMBER*	36C26322R0071
RESPONSE DATE/TIME/ZONE	04-22-2022 2:00 CENTRAL TIME, CHICAGO, USA
ARCHIVE	30 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	
PRODUCT SERVICE CODE*	X1DB
NAICS CODE*	531190
CONTRACTING OFFICE ADDRESS	Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 1303 5th St, Suite 300 Coralville IA 52241
POINT OF CONTACT*	Melissa S. Johnson melissa.johnson18@va.gov 563-206-8537

PLACE OF PERFORMANCE

ADDRESS	
	Galesburg Illinois
POSTAL CODE	
COUNTRY	USA

ADDITIONAL INFORMATION

AGENCY'S URL	
URL DESCRIPTION	
AGENCY CONTACT'S EMAIL ADDRESS	
EMAIL DESCRIPTION	

***= Required Field**

Sources Sought Notice

Sources Sought Notice

DESCRIPTION

Sources Sought Notice

Galesburg CBOC

The U.S. Department of Veterans Affairs Seeks Expressions of Interest for 19,852 Rentable/18,003 Net Usable Square Feet of Community Based Outpatient Clinic (CBOC) in Galesburg, Illinois

Notice: This advertisement is a notice of a potential opportunity. This advertisement is not a solicitation for offers, nor is it a request for proposals. The purpose of this advertisement is to identify potential sources and suitable existing buildings and is not intended to pre-qualify or disqualify any potential offers. The Government will not pay for any costs incurred as a result of this advertisement. The Government cannot provide any warranty, expressed or implied, as to the accuracy, reliability, or completeness of contents of the furnished information found within this advertisement; Government is under no responsibility to respond to and is unable to answer any inquiries regarding this advertisement. **Respondents are advised that the Government assumes no responsibility to award a lease based upon responses to this advertisement.**

Contracting Office Address: United States Department of Veterans Affairs (VA), Leasing and Specialized, Network 23 Contracting Office (NCO 23), 1303 5th Street, Suite 300, Coralville, IA 52241.

Description: VA seeks to lease approximately 19,852 Rentable Square Feet (18,003 Net Usable Square Feet) and 99 parking spaces for use by VA as a CBOC in the delineated area explained below. VA will consider leased space located in an **existing building or new construction**. NUSF is generally defined as the space remaining once common areas, lessor areas, and non-programmatic areas required by code are deducted from the rentable square feet of the facility. NUSF does not include areas such as stairs, elevators, mechanical and utility rooms, ducts, shafts, vestibules, public corridors, and public toilets required by local code. A detailed definition will be provided by VA, should a solicitation for offers or request for proposals be issued for this project.

Lease Term: Up to 20 years.

Delineated Area: To receive consideration, submitted properties must be located within the following area described below, which is bound by the following roads, or must front on any of the following boundary lines:

Bounded on the North: Interstate 34

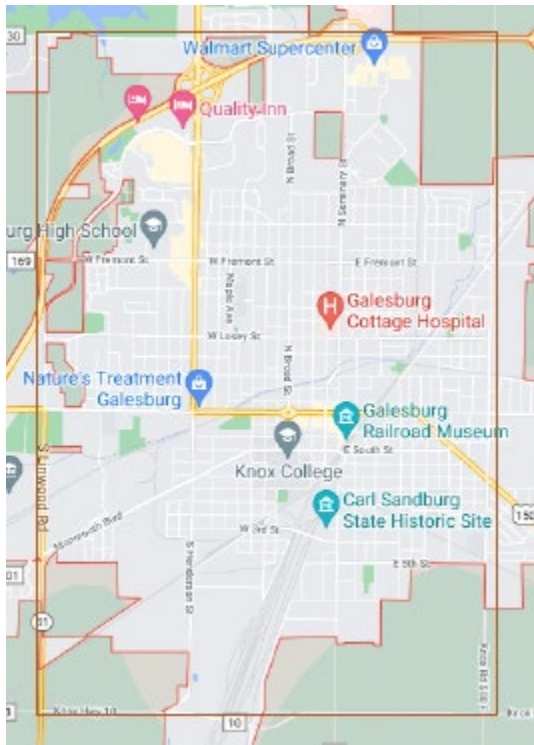
Bounded on the South: Knox Hwy 10

Bounded on the West: West Carl Sandburg Drive

Bounded on the East: North Farnham Street

The following map of the delineated area is provided for further clarification of the boundaries of the delineated area.

Sources Sought Notice



Additional Requirements:

- (1) Offered space must be located on the first floor and no more than one (1) contiguous floor.
- (2) Bifurcated sites, inclusive of parking, are not permissible.
- (3) The following space configurations will not be considered: Space with atriums or other areas interrupting contiguous space, extremely long or narrow runs of space (more than twice as long as wide), irregularly shaped space configurations or other unusual building features adversely affecting usage.
- (4) Offered space cannot be in the FEMA 100-year flood plain.
- (5) Offered space must be zoned for VA's intended use.
- (6) Offered space will not be considered if located in close proximity to property with incompatible uses, including but not limited to the following uses: liquor establishments, treatment centers, correctional facilities, where firearms are sold/discharged, or within flight paths.
- (7) Offered space must be easily accessible to multiple highways which provide multiple routes of travel.
- (8) Offered space must meet Federal and Local Government requirements for fire safety, physical security, accessibility, seismic, and sustainability standards per the terms of the solicitation for offers or request for proposals.
- (9) A fully serviced lease will be required.

Sources Sought Notice

(10) Offered space must be compatible for VA's intended use.

All submissions should include the following information:

- (1) Name of current owner;
- (2) Address or described location of building or land;
- (3) Location on map, demonstrating the building or land lies within the Delineated Area;
- (4) Description of ingress/egress to the building or land from a public right-of-way;
- (5) A statement as to whether the building or land lies within the Delineated Area;
- (6) Description of the uses of adjacent properties;
- (7) Site plan depicting the property boundaries, building, and parking; and
- (8) If you are qualified as a small business, Veteran Owned Small Business (VOSB), or Service Disabled Veteran Owned Small Business (SDVOSB) under NAICS Code 531190 Lessors of Nonresidential Buildings with a small business size standard of \$30 million, please read the attachment, entitled, "Small Business, VOSB, or SDVOSB Status". You are invited, but not required to submit a Capabilities Statement.;
- (9) A document indicating the type of zoning and that VA's intended use is permissible for the proposed space;
- (10) A description of any changes to the property necessary to be compatible with VA's intended use;
- (11) A statement indicating the current availability of utilities serving the proposed space or property.

All interested parties must respond to this announcement no later than , **4/22/2022^t at 2:00 P.M. Central Time.**

Melissa S. Johnson
Senior Lease Contracting Officer
Department of Veterans Affairs
Network Contracting Office 23 (NCO23) - Iowa City Leasing and Specialized Branch
1303 5th Street, Suite 300
Coralville, IA 52241
Office: 563-206-8537
Email: melissa.johnson18@va.gov

Market Survey if required (Estimated): Spring 2022
Occupancy (Estimated): Summer/Fall 2023

Sources Sought Notice

Attachment - Small Business, VOSB or SDVOSB Status

The NAICS Code for this procurement is 531190 Lessors of Nonresidential Buildings, and the small business size standard is \$30 million. Responses to this notice will assist VA's Office of Real Property (ORP) in determining if the acquisition should be set-aside for competition and restricted to SDVOSB or VOSB concerns in accordance with 38 USC Sec. 8127.

The magnitude of the anticipated construction/buildout for this project is:

- ☐ (a) Less than \$25,000;
- ☐ (b) Between \$25,000 and \$100,000;
- ☐ (c) Between \$100,000 and \$250,000;
- ☐ (d) Between \$250,000 and \$500,000;
- ☐ (e) Between \$500,000 and \$1,000,000;
- ☐ (f) Between \$1,000,000 and \$2,000,000;
- ☒ (g) Between \$2,000,000 and \$5,000,000;
- ☐ (h) Between \$5,000,000 and \$10,000,000;
- ☐ (i) Between \$10,000,000 and \$20,000,000;
- ☐ (j) Between \$20,000,000 and \$50,000,000;
- ☐ (k) Between \$50,000,000 and \$100,000,000;
- ☐ (l) More than \$100,000,000.

VA makes monthly lease rental payments in arrears upon facility acceptance and will make a single lump-sum payment for specified tenant improvements. VA makes no progress payments during the design or construction/build-out phases of the project.

This is not a request for proposals, only a request for information for planning purposes, and does not constitute a solicitation. A solicitation may or may not be issued. This notice is being published in accordance with Federal Acquisition Regulation 19.14 and VA Acquisition Regulation 819.70.

Project Requirements: VA seeks information from Potential Offerors who are capable of successfully performing a lease contract, including design and build-out of the facility described above, on a VA approved site for a term of up to 20 years, as well as all maintenance and operation requirements for the duration of the lease term. More information on VA's requirements can be found on its Technical Information Library: <http://www.cfm.va.gov/til/>.

SDVOSB, VOSB, and Small Business firms are invited to provide information to contribute to the market research for this project. SDVOSB and VOSB firms must be registered in VA's Vendor Information Pages (VIP) site at <https://www.vip.vetbiz.gov/>. All business concerns must have the technical skills and financial capabilities necessary to perform the stated requirements. All business concerns are requested to submit a Capabilities Statement if they are interested in participating in this project. A submission checklist and information sheet is provided below for firms to fill out and submit, which will serve as the firm's Capabilities Statement.

Capabilities Statement Will Include:

Sources Sought Notice

1. Company name, address, point of contact, phone number, Dunn & Bradstreet number, and e-mail address;
2. Evidence of SDVOSB or VOSB status through registration at VIP (<https://www.vip.vetbiz.gov/>);
3. Evidence of ability to offer as a small business under NAICS Code 531190 or 531120 and listing in the System for Award Management (www.SAM.gov), including a copy of the representations and certifications made in that system;
4. A summary describing at least three (3) projects of similar size and scope completed in the past five (5) years that demonstrate your company's experience designing, constructing, and managing Federal leased facilities or health care facilities relevant to the project described above. (3-page limit);
5. Evidence of your company's bonding capacity to meet a bid bond of \$100,000, and evidence from a surety of capability to obtain payment and performance bonds in values based on the project magnitude listed above; and
6. Evidence of capability to obtain financing for a project of this size.

If desired, the company may also submit a narrative describing its capability.

Although this notice focuses on SDVOSB and VOSB, we encourage all small businesses and other interested parties to respond for market research purposes.

Sources Sought Notice

CAPABILITIES STATEMENT SUBMISSION CHECKLIST AND INFORMATION SHEET

Galesburg CBOC

Company name:

Company address:

Dunn & Bradstreet number:

Point of contact:

Phone number:

Email address:

The following items are attached to this Capabilities Statement:

- ☐ Evidence of SDVOSB or VOSB status through registration at VIP (<https://www.vip.vetbiz.gov/>);
- ☐ Evidence of ability to offer as a small business under NAICS Code 531190 and listing in the System for Award Management (www.SAM.gov), with representations and certifications;
- ☐ A summary describing at least three (3) projects of similar size and scope completed in the past five (5) years that demonstrate the company's experience designing, constructing, and managing Federal leased facilities or health care facilities relevant to (input project specific nuse). (3-page limit);
- ☐ Evidence of the company's bonding capacity to meet a bid bond of \$100,000, and payment and performance bonds in the range above from surety; and
- ☐ Evidence of capability to obtain financing for a project of this size.

If desired, the company may also submit a narrative describing its capability, not to exceed two (2) pages.

By: _____
(Signature)

(Print Name, Title)

TOWN OF THE CITY OF GALESBURG

Date: June 20, 2022

Agenda Number: 22-9013

TOWN FUND	<u>\$4,018.11</u>
GENERAL ASSISTANCE FUND	<u>\$5,966.06</u>
IMRF FUND	<u>\$1,767.12</u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
 TOTAL	 <u>\$11,751.29</u>

TOWN FUND
Town Payment Due Report
For the Period From Jun 1, 2022 to Jun 13, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
ABC FIRE EXTIN ABC FIRE EXTINGUISHER	6/10/22	Service Charge for Annual Insp	51.10
			51.10
CityGalesburg-GROUP City of Galesburg	6/7/22	Assessor's Staff Group Insuran	3,007.46
			3,007.46
CityGalesburgEXPENSE City of Galesburg	6/10/22	Water Service 4/4/22 to 5/4/22	19.06
	6/10/22	Sewer Service 4/4/22 to 5/4/22	11.61
			30.67
GALE CREDIT UNION GALE CREDIT UNION	6/9/22	W/H Liaibility for Williams HS	100.00
			100.00
IL Prop Assess Inst Illinois Property Assessment I	6/10/22	Registration for Rebecca Cabre	375.00
			375.00
LoraCleaning Lora McAllister	6/10/22	Cleaning for Township Building	320.00
			320.00
TownshipOfficialsIL TOWNSHIP OFFICALS OF ILL.	6/10/22	2022-2023 Dues for Township Of	97.80
			97.80
Tri-States Water Tri-States Water	6/10/22	5 five gallon water barrels +	36.08
			36.08

TOWN FUND
Town Payment Due Report
For the Period From Jun 1, 2022 to Jun 13, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
Report Totals			4,018.11

TOWN FUND
TOWN Payroll Expenses Report
June 1- June 15, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amoun
GALE CREDIT UNION	6/9/22	125HSA	2022_June15	100.00	100.00
IDOR	6/9/22	State P/R Taxes Withheld	2022_June15	465.28	465.28
IHMVCU	6/9/22	125HSA	2022_June15	250.00	250.00
NCPERS	6/13/22	Insurance W/H	060522	64.00	64.00
PAYROLL	6/9/22	Payroll Account Payroll Account	2022_June15	6,211.58 961.61	7,173.19
				<u>8,052.47</u>	<u>8,052.47</u>

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
For the Period From Jun 1, 2022 to Jun 13, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_CITYGALES-GROU	6/7/22	Group Health Insurance	040510	119.54	119.54
BigLots	6/10/22	.Assistance-P & H	3100028034_G	46.66	46.66
BigLots	6/10/22	.Assistance-P & H	3100028035_G	48.00	48.00
BigLots	6/10/22	.Assistance-P & H	3100028036_G	28.48	28.48
BigLots	6/10/22	.Assistance-P & H	3100028037_G	99.30	99.30
BigLots	6/10/22	.Assistance-P & H	3100028038_G	49.48	49.48
BigLots	6/10/22	.Assistance-P & H	3100028039_G	91.71	91.71
BigLots	6/10/22	.Assistance-P & H	3100028040_G	44.49	44.49
BigLots	6/10/22	.Assistance-P & H	3100028041_G	25.36	25.36
City TRANSIT Galesbg	6/9/22	Assistance-Misc (laund&trans	0404643_G151	20.00	20.00
City TRANSIT Galesbg	6/9/22	Assistance-Misc (laund&trans	0404643_G151	20.00	20.00
City TRANSIT Galesbg	6/9/22	Assistance-Misc (laund&trans	0404643_G151	10.00	10.00
				603.02	603.02

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
For the Period From Jun 1, 2022 to Jun 13, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-603 1-104	AmerenPLEDGE	Invoice: G15192 Ameren IL Energy Assistance (A-10)	6/1/22	23728	208.02	208.02
1-602 1-613 1-104	SunGardenPlace	Invoice: G15194 Invoice: E15195 Sun Garden Place LLC	6/1/22	23729	322.00 1,000.00	1,322.00
1-602 1-104	121WSIMMONS/O	Invoice: G15198 121 West Simmons St, LLC	6/2/22	23730	50.00	50.00
1-603 1-104	AmerenPLEDGE	Invoice: G15201 Ameren IL Energy Assistance (A-10)	6/2/22	23731	82.12	82.12
1-612 1-104	AmericanFamily	Invoice: G15200 American Family Insurance Co.	6/2/22	23732	89.88	89.88
1-613 1-104	Byerly, Mark S.	Invoice: E15197 Mark S. Byerly	6/2/22	23733	1,000.00	1,000.00
1-613 1-104	Kimberly Terrace	Invoice: E15207 Kimberly Terrace	6/7/22	23737	816.78	816.78
1-602 1-104	SunGardenPlace	Invoice: G15208 Sun Garden Place LLC	6/7/22	23738	322.00	322.00
1-614 1-104	AmerenPLEDGE	Invoice: E15212 Ameren IL Energy Assistance (A-10)	6/8/22	23741	361.14	361.14
1-603 1-104	Ameren	Invoice: G15219 AMEREN ILLINOIS	6/10/22	23763	222.00	222.00
1-612 1-104	OakbrookCorpLAU	Invoice: G15218 Oakbrook Corporation	6/10/22	23764	10.00	10.00
1-613 1-613 1-104	SandburgLakeEstat	Invoice: E15214 Invoice: E15214 Sandburg Lake Estates	6/10/22	23765	829.10 50.00	879.10
Total					5,363.04	5,363.04

TOWN OF THE CITY OF GALESBURG

GA Payroll Expenses Report

June 1 to June 15, 2022

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_F&MBank	6/9/22	2022_June15	W.H Liability for Natof HSA - June 15, 2022	200.00	
			Farmers and Mechanics Bank		200.00
ADM_Payroll	6/9/22	2022_June15	GA Net Payroll for Salaries for June 1 - 15, 2022	2,630.51	
			GA Net Payroll for Hourly for June 1 - 15, 2022	331.63	
			PAYROLL ACCOUNT		2,962.14
				<u>3,162.14</u>	<u>3,162.14</u>

IMRF FUND
IMRF Payment Due Report
For the Period From Jun 1, 2022 to Jun 13, 2022

Vendor ID	Date	Invoice/CM	Line Description	Debit Amount	Credit Amoun
IMRF	6/1/22	2022_May	May 2022 IMRF Employer Contribution for GA IMRF	538.59	538.59
IMRF	6/1/22	2022_May_T	May 2022 IMRF Employer Contribution for TOWN IMRF	1,228.53	1,228.53
				<u>1,767.12</u>	<u>1,767.12</u>