

CITY OF  
**GALESBURG**  
ILLINOIS

October 3, 2022

# City Council Agenda



55 W. TOMPKINS STREET  
GALESBURG, IL 61401  
[WWW.CI.GALESBURG.IL.US](http://WWW.CI.GALESBURG.IL.US)



CITY OF  
**GALESBURG**  
ILLINOIS



City Council Meeting Agenda  
City of Galesburg, Illinois  
City Council Chambers  
October 3, 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 September 19, 2022
	Proclamation	Azer Clinic 40 Years of Service
	Proclamation	175th Anniversary of First United Methodist Church
	Proclamation	Hispanic Heritage Month

[Consent Agenda #2022-19](#)

22-3038	Bid	Pavilion HVAC replacement
22-5014	Receive	Towing Rate Schedule
22-8018	Bills and Advance Checks	Approval and warrants drawn in payment of same

[Passage of Ordinances and Resolutions](#)

22-1029	Ordinance	Master revenue fee schedule (Final Reading)
22-1030	Ordinance	Purchase of 694 US Highway 150 E (parcel 10-19-477-008) from the Knox County Trustee (Final Reading)
22-2058	Resolution	Supporting efforts to resolve public safety concerns regarding the Illinois SAFE-T Act

[Bids, Petitions and Communications](#)

22-3039	Bid	Hawthorne Pool pump room upgrades
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[Public Comment](#)

[City Manager's Report](#)

### Miscellaneous Business (Agreements, Approvals, Etc.)

22-4092	Approve	Professional Services Agreement for the demolition of 29 Public Square
22-4093	Approve	IEPA Loan Agreement for Phase 6 Lead Water Service Line Replacement project
22-4094	Approve	Agreement with Waste Management for Refuse Service

### Town Business

22-9021		Bills
22-9022	Ordinance	Amendment to the 2022 Township Budget & Appropriation Ordinance (First Reading)

### Closing Comments

### Adjournment



## CITY COUNCIL MEETING

### City Manager's Report

October 3, 2022

#### CONSENT AGENDA #2022-19

##### **Item 22-3038 Pavilion HVAC Replacement**

Staff recommends approval of a bid submitted by AMP Companies, Inc. in the amount of \$84,965.00 to replace the existing HVAC system at Lake Storey Pavilion. The existing system is twenty years old and no longer functioning correctly. Six bids were received for the project with the low and best bid meeting specifications submitted by AMP Companies, Inc. There are sufficient funds in the Building Replacement Fund for this planned HVAC replacement.

##### **Item 22-5014 Towing Rate Schedule**

The rate schedule for towing and storage services from Bob's Towing, Inc. is provided to be received and placed on file with the City Clerk's office.

##### **Item 22-8018 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 22-1029 Master Revenue Fee Schedule (Final Reading)**

Staff recommends approval of an ordinance establishing the various rates and fees collected by the City of Galesburg. The attached schedule of fees provides a list of recommended changes, which includes various licenses, permits, fines, recreation fees, water fees, and refuse fee. If approved by City Council, it is recommended that the rate and fee change become effective on January 1, 2023.

##### **Item 22-1030 Purchase of 694 US Highway 150 E from the Knox County Trustee (Final Reading)**

Staff recommends approval of purchasing the property located at 694 US Highway 150 E from the Knox County Trustee for \$823.00, which is the minimum cost of acquisition and conveyance. In 2020, the properties located on either side of this parcel were annexed into the City. At that time, staff initiated the process of contacting the owners of 694 US Hwy 150 E to garner their interest in annexing and learned that the owners had passed away. Due to unpaid taxes, the Knox County Trustee, on behalf of all taxing districts, has now acquired title to the property. The City would like to purchase the property from the Trustee and annex the property into the City. The property contains a manufactured home and enclosed porch that are about 972 square feet and are in a state of dilapidation and uninhabitable. Sufficient funds are available in Property Redevelopment (Fund 23) for the acquisition and potential demolition.



**Item 22-2058 Illinois SAFE-T Act**

A resolution is provided for council consideration that supports continued efforts to resolve public safety concerns regarding the Illinois Safety, Accountability, Fairness, and Equity-Today (SAFE-T) Act.

**BIDS, PETITIONS AND COMMUNICATIONS****Item 22-3039 Hawthorne Pool Pump Room Upgrades**

Staff recommends approval of the adjusted bid submitted by J.P. Benbow Plumbing & Heating Co, Inc. in the amount of \$93,088 for upgrades to the Hawthorne Pool pump room. The existing features of the pump room are in poor condition and need to be upgraded for operational purposes. The scope of the project will include installation of a new pool heater, pump, motor, and impeller, as well as the needed valves, pumps, and piping. The bid originally submitted for this work was for \$104,375; however, the city was able to reduce the overall cost by \$11,287 for a total of \$93,088 by changing the 20 hp pump to a 15 hp pump and altering the brand of the condensate pump. There are sufficient funds in the Planning Fund for this purchase.

**CITY MANAGER'S REPORT****MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)****Item 22-4092 Professional Services Agreement for the Demolition of 29 Public Square**

Staff recommends approval of professional services agreement with Klingner Associates, P.C. for the demolition of 29 Public Square. A complaint has been filed with the Knox County Circuit Court and the city is seeking an order for demolition. If the Council agrees to this Professional Services Agreement, once the city has the order for demolition, Klingner Associates P.C. will provide services related to the planned demotion of the building; including, providing construction documents, technical specifications following asbestos remediation, bidding services, and construction administration. The cost of the services is \$20,500 and sufficient funds are available in the Property Redevelopment fund.

**Item 22-4093 IEPA Loan Agreement for Phase 6 Lead Water Service Line Replacement Project**

Staff recommends approval of a forgivable loan agreement with the Illinois Environmental Protection Agency (IEPA) through the Public Water Supply Loan Program for replacement of lead water service lines (Phase 6). The loan agreement from IEPA is for a 100 percent forgivable loan that will reimburse the City for all project costs up to \$2,000,000. This phase of the project will replace approximately 400 lead service lines, at a total cost of \$2,300,000. It is planned for the City to pay the \$300,000 in excess of the grant in order to get all the lead water lines replaced in 2023.

**Item 22-4094 City Wide Solid Waste Removal Contract**

Staff recommends approval of an agreement with Waste Management to provide residential solid waste collection and disposal services. The City's current agreement with Waste Management will expire December 31, 2022. The proposed agreement is for five years and provides for one automatic extension of two years unless either party provides at least 180 days' written notice. The contract provides for refuse collection using a 96 gallon wheeled cart plus up

to two additional refuse containers; bi-weekly curbside recycling using a wheeled carts; curbside yard waste collection (including 9 months of weekly collection and three months of monthly collection); collection of refuse, yard waste and recycling from various city facilities, At Your Door service to provide for collection of hazardous waste and other items; and a compost back haul program where compost will be hauled from the Knox County Landfill composting facility to the City Oversized Brush Facility on Pickard Rd for residents to pick up and use at their homes. Currently, a customer needs to purchase an oversized sticker to dispose of any white good or bulk refuse/oversized item, other than two times per year. In the proposed contract, a customer would be able to place one white good and one bulk item out every month without the need to purchase a sticker. If customers have more than one item per month, they can still dispose of them, but will need to purchase and apply an oversized sticker on them. The City annually budgets for residential solid waste collection and disposal services. If the recommended service is approved, the monthly service rate for Waste Management services related to solid waste disposal services would increase from \$16.70 (FY22) to \$18.54 (FY23).

#### TOWN BUSINESS

##### **Item 22-9021 Town Bills**

##### **Item 22-9022 Amendment to 2022 Township Budget & Appropriation Ordinance (First Reading)**

Respectfully submitted,  
Wayne Carl  
Interim City Manager

Galesburg City Council Regular Meeting  
City Council Chambers  
55 West Tompkins Street, Galesburg, Illinois  
September 19, 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, Jaclyn Smith-Esters, Sarah Davis, and Larry Cox, 7. Present via Telephone: Council Member Dwight White, 1. Also Present: Interim City Manager Wayne Carl, Interim City Attorney Paul Mangieri, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Semenya McCord gave the invocation.

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve the minutes of the City Council's regular meeting from September 6, 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.

Proclamation: Constitution Week

Presentation: Blue Ribbon Award presented for 560 Liberty Street

### **CONSENT AGENDA #2022-18**

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

#### **22-3034**

Approve the purchase of the replacement of the Training Tower from WHP Training Towers for \$301,282 and authorize utilization of City funds for the cost of construction in excess of the grant award in \$200,000.

#### **22-2052**

Approve Resolution 22-46 authorizing the transfer of \$39,035 from the Tax Increment Financing District II fund to the TIF IV fund for redeveloper assistance to R3DOGS, LLC (Cherry Street Brewing Company) for eligible renovation costs at 57 South Cherry Street.

**22-2053**

Approve Resolution 22-47 authorizing the Mayor to sign the FY 2023 Grant Agreement for the Downstate Operating Assistance Program Grant Agreement for the City's transit program.

**22-2054**

Approve Resolution 22-48 authorizing the Mayor to sign the FY 2023 Grant Agreement for the Section 5311 Federal Operating Assistance Grant for the City's transit program.

**22-2055**

Approve Resolution 22-49 ceding the City's 2022 private activity bonding authority to the Quad Cities Regional Economic Development Authority (QCREDA).

**22-6004**

Approve the following commission appointments:

Airport Advisory Commission

Ken Springer, term expires September 2025.

Phillip Welford, term expires September 2025.

**22-8017**

Approve bills in the amount of \$1,160,513.51 and advance checks in the amount of \$26,852.

Council Member Dennis moved, seconded by Council Member Wallace, to approve Consent Agenda 2022-18.

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****22-1026**

Council Member Wallace moved, seconded by Council Member Davis, to approve Ordinance 22-3681 on final reading authorizing the sale of a vacant lot formerly known as 848 South Broad Street for the amount of \$100.

Roll Call #4:

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

Nays: None

Absent: None

Chairman declared motion carried.

**22-1027**

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve Special Ordinance 22-614 on final reading authorizing the purchase of 1212 Maple Avenue for a cost of \$8,000. Once ownership is acquired, staff will evaluate if it is salvageable.

Roll Call #5:

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

Nays: None

Absent: None

Chairman declared motion carried.

#### **22-1028**

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve Special Ordinance 22-615 on final reading authorizing the sale of unused or retired vehicles, miscellaneous obsolete parts, miscellaneous tools, and various office storage items and equipment through PurpleWave Auctions. A press release will be issued when the auction goes live.

Roll Call #6:

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

Nays: None

Absent: None

Chairman declared motion carried.

#### **22-1029**

Ordinance on first reading adjusting various rates and fees collected by the City. The Mayor asked that anyone with questions contact the Administration. It was also noted that several fees had not been increased in fifteen or more years and that they are in line with other comparable communities.

#### **22-1030**

Ordinance on first reading authorizing the purchase of 694 U.S. Highway 150 East in the amount of \$823. Steve Gugliotta, Community Development Director, reported that the properties around this parcel were annexed in the last two years. Also, Tompkins State Bank was recently sent a notice to inquire on annexation.

#### **22-2056**

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve Resolution 22-50 for the Illinois Transportation Enhancement Program grant application for the Lake Storey Multi-Use Path Extension. A grant award notification should go out in the spring but the design for the path is on track.

Roll Call #7:

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

Nays: None

Absent: None

Chairman declared motion carried.

#### **22-2057**

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve Resolution 22-51 authorizing the Mayor, City Clerk, Director of Parks and Recreation, and the interim City Manager to sign and submit the 2023 Open Space Land Acquisition and

Development Grant application for Lancaster Park. A grant award notification will likely happen in August 2023 with the project happening in Spring 2024.

Roll Call #8:

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**

### **22-3035**

Council Member Cox moved, seconded by Council Member Smith-Esters, to approve a bid from Brown Excavating & Demolition in the amount of \$118,994 for the demolition and clean-up of 820 East Fifth Street. It was noted that the City has no plans for the property at this time.

Roll Call #9:

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

Nays: None

Absent: None

Chairman declared motion carried.

### **22-3036**

Council Member Cox moved, seconded by Council Member Davis, to approve a bid from Truck Centers, Inc. in the amount of \$177,496 for two dump trucks for the Street Division.

Roll Call #10:

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

Nays: None

Absent: None

Chairman declared motion carried.

### **22-3037**

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve a bid from Monroe Truck Equipment in the amount of \$158,270 for two dump trucks/snow plows/salt spreaders for the Street Division.

Roll Call #11:

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

Nays: None

Absent: None

Chairman declared motion carried.

## **PUBLIC COMMENT**

## **CITY MANAGER'S REPORT**

- A. September Traffic Advisory Committee Report
- B. Trick or Treat hours: Monday, October 31st, 5:00 - 8:00 p.m.

- C. A Work Session will be held on Monday, September 26th, 5:30 p.m. regarding the proposed community center.

The Mayor asked that PTAC look into adding a crosswalk or hazard lighting to the intersection of Tompkins Street and Academy Street. He also announced that this is the last week for Fall Clean-Up Days and directed residents to the website for information on putting things out on the curb.

### **MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)**

#### **22-4089**

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve an addendum to the agreement between the City and the Public Safety Employees Organization (PSEO) for creating and implementing twelve hour shifts opposed to the current eight hour shifts, effective January 1, 2023. Chief Idle noted that the Department is currently down ten officers.

Roll Call #12:

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

Nays: None

Absent: None

Chairman declared motion carried.

#### **22-4090**

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve a facade assistance grant in an amount not to exceed the maximum of \$39,035, or 50% of the actual final project, whichever is less, for R3DOGS, Inc. (d/b/a Cherry Street Brewing Company).

Roll Call #13:

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

Nays: None

Absent: None

Chairman declared motion carried.

#### **22-4091**

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve a service contract between the City of Galesburg Transit and Western Illinois Area Agency on Aging to provide riders sixty years of age and older transportation. The contract would expire September 2023.

Roll Call #14:

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 Cox, to sit as the Town Board. The motion carried.



## TOWN BUSINESS

### 22-9020

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

Fund Title	Amount
Town Fund	\$6,331.96
General Assistance Fund	\$5,436.90
IMRF Fund	\$1,775.54
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
<b>Total</b>	<b>\$13,544.40</b>

Roll Call #15:

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 Wallace, to resume as the City Council. The motion carried.

## CLOSING COMMENTS

Council Member Smith-Esters stated that she had the pleasure of attending the Illinois Municipal League conference Thursday through Saturday and was approached by many complimenting Galesburg on being progressive and impressed with our community. She also thanked Semenya McCord for her moving invocations and appreciates her being available.

Council Member Davis expressed her gladness at being back after COVID, which is still very active in our community. She implored residents to be safe and vigilant and to stay home if they feel ill. She also stated that there are many great developments happening in Galesburg, and specifically noted the new Library construction.

Council Member Cox noted that with the upgrades and continued use for Hawthorne Pool, Galesburg will be among top cities in downstate Illinois to have something of this caliber. He also believes we have more park acres per capita and hopes that we are able to market both. He agrees that our parks and facilities need to be maintained but that many times they are cut out of the budget for lack of funding. He believes we need to invest in what we have, including the Lake Storey trail. He noted that there are several sections of the trail that need to be widened or resurfaced. He requested that staff look at adding \$100,000 to \$200,000 to the budget annually, possibly from the Utility Fund.

Council Member Hix stated that he also attended the IML conference and attended a session recruiting employees. He noted that he appreciates our employees and is grateful for all they

do, especially Wayne Carl who has stepped in as Interim City Manager. He thanked Firefighter Terry Woolsey for his service and wished him well on his retirement.

Council Member Dennis stated that he attended a class reunion at the Lake Storey Shelter that his graduating class donated. He thanked the City and Parks and Recreation Department for their help on the event.

Council Member Wallace stated that a recent article in the Register-Mail by Bruce Weik was eye opening and enlightening on racism and its history in Galesburg. He thanked City staff and the law enforcement community for working through COVID and appreciates all they do.

Council Member Wallace understands that there are some projects that are not funded and that we will need to look for funding. He also noted that he is aware of several ideas and recommendations for the property at 820 East Fifth Street. He would also like to move forward with naming the baseball field at H.T. Custer park after Jim Issacson. Council Member Wallace thanked Elizabeth Varner for all her enthusiasm for the parks and recreation in our community.

Council Member White stated that he also attended IML and that he always learns something new. He noted that information on the sessions that were presented is available on the IML website. He thanked everyone for accommodating him tonight and hopes to be back in person for the next meeting.

Mayor Schwartzman announced his Mayor Appreciation Award to Rick Ward for helping a relative and veteran in need, and for enlisting others to help a family recover from an unfortunate accident.

The Mayor stated that Knox College is back in session so he's teaching again and that he had the pleasure of attending IML as well. While at IML, he was invited by Craig Whitehead to attend the Illinois Manufacturing Trade Show at the McCormick Center. He thanked Ken Springer and the Vocational Center for bringing seventy area students to the event as well, which boasted over 87,000 attendees.

Mayor Schwartzman reminded the public that the City Council will hold a Work Session on Monday, September 26th, 5:30 p.m. to talk about the proposed community center. He also noted that the City held an employee appreciation luncheon a few weeks ago but was out of town and unable to attend.

He reported that Darl Krejci will once again be putting together the Galesburg Haunted Trail at the Nature Center and invited people to volunteer or attend the event. Last year, Krejci presented a check to the City from the event's donations.

There being no further business, Council Member Smith-Esters, seconded by Council Member Dennis, to adjourn the regular meeting at 6:39 p.m.

Roll Call #16:

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

Nays: None

Absent: None  
Chairman declared motion carried.

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Peter D. Schwartzman, Mayor

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Kelli R. Bennewitz, City Clerk

# *Proclamation*

CITY OF

# GALESBURG

ILLINOIS

**WHEREAS**, the American Physical Therapy Association in observing October as National Physical Therapy month and the theme for this year's celebration is "Move Better, Feel Better" which will raise awareness with consumers about the many benefits of Physical Therapy, while continuing to emphasize Physical Therapists' unique value as movement experts as well as the benefits of regular physical activity.

**WHEREAS**, dedicated and skilled physical therapists, being committed to better health for all, help citizens lead more productive and functional lives through the benefit of physical therapy rehabilitation; and

**WHEREAS**, Azer Clinic currently serves the City of Galesburg and surrounding areas by providing a number of services, including physical therapy, speech and language pathology and occupational therapy, as well as specialized educational services.

**NOW THEREFORE**, I, Peter Schwartzman, Mayor of the City of Galesburg, Illinois, do hereby proclaim October 2022, as:

## **"PHYSICAL THERAPY MONTH"**

in Galesburg and urge all public officials and private citizens to join with the physical therapy profession to secure better health care for all our citizens.

Dated this 3rd day of October 2022.

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Mayor Peter D. Schwartzman

# *Proclamation*

## CITY OF GALESBURG

### ILLINOIS

**WHEREAS**, The First United Methodist Church of Galesburg is commemorating its 175<sup>th</sup> Anniversary on October 9, 2022.

**WHEREAS**, God gave a group of pioneers under the leadership of Rev. Peter Cartwright, who was instrumental in spreading Methodism throughout the Knox County area, a vision to plant a community of faith in the heart of Galesburg;

**WHEREAS**, in 1847 The First American Methodist Society was organized in Galesburg; and in the same year The Methodist Episcopal Church was organized by Rev. J. J. Hedstrom;

**WHEREAS**, in 1851, it was agreed upon that The Methodist Episcopal Church would be erected at the NW Corner of Kellogg and Tompkins Streets; Rev. Peter Cartwright dedicated that building in 1853; and the current church building at 120 N. Kellogg St. was dedicated in 1913;

**WHEREAS**, while the name of the Church and the location of the buildings have changed over the years but the mission of First United Methodist Church has remained to be a community of faith where rekindled passion for God is nurtured and open hands are reaching out to the needs of the community;

**WHEREAS**, every new pastor and member of the Church over the last 175 years have sought to follow God in ways that would improve and enrich the church family and the Galesburg community;

**WHEREAS**, First United Methodist Church has undergone many transformations over the past 175 years, but the original God – given vision remains, “Touching Lives for Christ”;

**NOW THEREFORE**, I, Peter Schwartzman, Mayor of the City of Galesburg, Illinois, do hereby proclaim Sunday, October 9, 2022, a day of celebration and honor for First United Methodist Church, the people of its congregation, and all who have been blessed by God’s work through its ministries.

Dated this 3rd day of October 2022.

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Mayor Peter D. Schwartzman

# *Proclamation*

CITY OF

# GALESBURG

ILLINOIS

**WHEREAS**, in honor of Hispanic Heritage Month, the City of Galesburg is pleased to celebrate the Hispanic and Latin community throughout our city; and

**WHEREAS**, National Hispanic Heritage Month is celebrated in the United States from September 15th to October 15th. The observance was introduced in 1968 as Hispanic Heritage Week under President Johnson and was expanded by President Reagan in 1988 to cover a 30-day period; and

**WHEREAS**, Hispanic Heritage Month celebrates the history, traditions, and culture of the Hispanic and Latin residents in Galesburg. We admire the invaluable ways they contribute to our city by bringing rich diversity and growth to our community; and

**WHEREAS**, Boxcar families, many who lived in Galesburg, were recruited in the early 1900s to work the railroads and have inspired us as they rose up against all odds to help build this country but still struggle for acceptance and civil rights.

**WHEREAS**, we strive to continue to commemorate this month by recognizing and dedicating ourselves to working together to address the challenges that still face our Hispanic and Latin population.

**NOW THEREFORE**, I, Peter Schwartzman, Mayor of the City of Galesburg, Illinois, do hereby proclaim September 15 to October 15, 2022, as:

**“HISPANIC HERITAGE MONTH”**

Dated this 3rd day of October 2022.

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Mayor Peter D. Schwartzman

**COUNCIL LETTER  
CITY OF GALESBURG  
OCTOBER 3, 2022**

**AGENDA ITEM:** Approve bid from AMP Companies Inc to replace HVAC system at the Lake Storey Pavilion.

**SUMMARY RECOMMENDATION:** The Interim City Manager, Director of Parks and Recreation, and Purchasing Agent recommend that the City Council approve a bid submitted by AMP Companies Inc in the amount of \$84,965.00 to replace the existing HVAC system at Lake Storey Pavilion.

**BACKGROUND:** The existing HVAC system at the Lake Storey Pavilion is twenty years old and in need of replacement. The rooftop unit responsible for cooling the west end of the building is no longer functioning correctly. The entire HVAC system is scheduled to be replaced in 2023; therefore, a bid was issued to replace the HVAC system rather than the individual inoperable unit.

In addition to advertising in the Register Mail and posting the bid to the purchasing page on the city's website, twelve known HVAC vendors were contacted to provide a bid for the HVAC system replacement at Lake Storey Pavilion.

Six bids were received for the project and a detailed bid tabulation is attached. Upon review of the submitted bids, the low and best bid meeting specifications was AMP Companies Inc. in the amount of \$84,965.00. The project will include the replacement of three rooftop units, two condensers and two furnaces. Due to supply chain issues on most of the parts, it is anticipated the project will be complete by May/June of 2023. City staff recommend approval of this bid.

**BUDGET IMPACT:** There are sufficient funds in the Building Replacement Fund (53) for this planned HVAC replacement.

**SUPPORTING DOCUMENTS:**

1. Bid Tabulation



## CITY OF GALESBURG

Finance Department

Bid Tabulation - Pavilion HVAC

Date: 9/23/2022

Attended by: T Miller/D Miles

Company	Peterson Plumbing & Heating	JP Benbow Plumbing & Heating	AMP Companies Inc
City,State	Davenport, IA	Galesburg, IL	Galesburg, IL
HVAC Equipment Replacement	\$99,800.00	\$97,878.00	\$84,965.00
Start Date	10/3/2022	5/1/2023	10/15/2022
Completion Date	5/26/2023	5/31/2023	6/1/2023
Addendums	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes

Company	Mechanical Service of Galesburg Inc	Ragan Mechanical Inc	Standard Heating & Cooling Inc
City,State	Galesburg, IL	Davenport, IA	Peoria, IL
HVAC Equipment Replacement	\$92,335.00	\$132,900.00	\$89,934.00
Start Date	Approx 4/1/2023	10/1/2022	10/24/2022
Completion Date	Approx 2 weeks after units received	TBD due to lead time on RTUs	6/10/2023
Addendums	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes

\*\*\*Bids are under review by city staff

**COUNCIL LETTER  
CITY OF GALESBURG  
OCTOBER 3, 2022**

**AGENDA ITEM:** Receive Updated Rate Schedule for Towing and Storage Services from Bob's Towing, Inc.

**SUMMARY RECOMMENDATION:** The City Clerk recommends the Updated Rate Schedule for Bob's Towing, Inc. be received by the City Council.

**BACKGROUND:** Per City of Galesburg Resolution 73-385, "any person operating a Wrecker Service in the city must file with the City Council a schedule of rates for towing and storage services and the rates as per schedule filed shall be charged unless a new schedule shall be filed with the City Council. Those schedules will be in the custody of the City Clerk and open to the public at any time."

**BUDGET IMPACT:** None

**SUPPORTING DOCUMENTS:**

1. Schedule of Rates

# CITY OF GALESBURG

City Clerk's Office

Operating under Council Manager form of Government Since 1957

## Application for Wrecker Rotation List

Please submit this application and fee to the City Clerk's Office.

Fee of \$75.00 is due by January 1 every year per ordinance number 17-1029, which was passed on November 20, 2017.

New: \_\_\_\_\_

Rate Schedule Change: X

Principle owner of business: \_\_\_\_\_

BILL KENDALL

Name of business: \_\_\_\_\_

Bob's Towing, Inc.

Address of business: \_\_\_\_\_

54 Indiana Avenue

Galesburg, IL 61401

Business phone number: \_\_\_\_\_

309-343-2016

24-Hour phone number: \_\_\_\_\_

309-335-0983

Residence address of owner: \_\_\_\_\_

[REDACTED]

Home phone number of owner: \_\_\_\_\_

[REDACTED]

Cell phone number: \_\_\_\_\_

SAME

E-mail address of business: \_\_\_\_\_

BKENDALL1956@GMAIL.COM

Regular Business Hours: \_\_\_\_\_

8AM - 4 PM MON - FRI

Number of wreckers in service: 1

Fire Extinguisher: X yes \_\_\_\_\_ no

Wrecker personnel information (more employees, please list information on the back of this form)

Name of Employee: \_\_\_\_\_

BILL KENDALL

Address: \_\_\_\_\_

SAME

Home Phone: \_\_\_\_\_

SAME

Drivers License number: \_\_\_\_\_

[REDACTED]

Name of Employee: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Drivers License number: \_\_\_\_\_

Business Information

# CITY OF GALESBURG

## City Clerk's Office

Operating under Council Manager form of Government Since 1957

(a) Ordinance requires tow-truck service to have either an enclosed building or a lot securely enclosed with a fence at least 6' in height. Does your service provide:

Enclosed building for vehicle storage: ☒ Yes ☐ No

And/or

Lot secured with a fence at least 6' in height: ☒ Yes ☐ No

(b) Is there an office at place of business open to the public during business hours? ☒ Yes ☐ No

(c) Is there a qualified operator for your wrecker service on a 24-hour basis? ☒ Yes ☐ No

(d) Do you agree to maintain records of vehicles towed by the Police Department as outlined in the towing ordinance? ☐ Yes ☐ No

### Towing Capacity

#### Vehicles

	Yes	No
(a) Automobiles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Bus	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Campers	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Farm Tractor	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) House Trailer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Motorcycle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Semi Trailer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) Trailer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) Truck -pick up	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Truck-one ton or more	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) Truck Tractor	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Insurance Requirements

Gargaekkeepers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

\$100,000/\$300,000 personal injury insurance

\$100,000/\$300,000 garage liability insurance

☒ Yes ☐ No

### Schedule of Rates (Inside City Limits)

	Average Accident	Mechanical Problems	Junk
Business Hours:	\$ <u>125.00</u>	\$ <u>125.00</u>	\$ <u>100.00</u>
After Hours:	\$ <u>125.00</u>	\$ <u>125.00</u>	\$ <u>100.00</u>
Removal of debris from highway:	\$ <u>50 PER 1/2 HOUR</u>		
Inside Storage	\$ <u>50.00</u> per day		

# CITY OF GALESBURG

City Clerk's Office

Operating under Council Manager form of Government Since 1957

Outside Storage \$ 40.00 per day

AN ADMINISTRATIVE OF 50.00 MAY BE CHARGED

Your towing and storage fees may not exceed what is listed on your current City wrecker application.

The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

The above information is true and correct to the best of my knowledge. It is understood that in the even that the requirements listed above are not met, cancellation of this application could result.

Owner's Signature: B. H. Doll

Date: 9-26-2022

Inspected by (Police Officer): \_\_\_\_\_ Date: \_\_\_\_\_

Approved by (Chief of Police): \_\_\_\_\_ Date: \_\_\_\_\_

Date received by City Council: \_\_\_\_\_

# Accounts Payable

## Transactions by Account

User: tmiller  
 Printed: 09/27/2022 - 5:02PM  
 Batch: 00003.10.2022



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10801-00	Advance Auto Parts	Wiper blades	09/27/2022	42.84	
001-0000-10801-00	Advance Auto Parts	Headlamp bulb	09/27/2022	13.15	
		Subtotal for Divison: 0000		55.99	
001-0105-61000-00	Office Specialists, Inc.	Binders	09/27/2022	58.00	
		Subtotal for Divison: 0105		58.00	
001-0115-51000-00	Knox County Recorders Office	08/22 Laredo	09/27/2022	21.15	
001-0115-51300-00	Petty Cash - City Clerk	Knox Co Recorders - recording fees	09/27/2022	189.00	
001-0115-58500-00	Petty Cash - City Clerk	HyVee- supplies for reception	09/27/2022	27.76	
001-0115-61000-00	Petty Cash - City Clerk	Pet Supplies Plus - dangerous dog tags	09/27/2022	80.68	
		Subtotal for Divison: 0115		318.59	
001-0120-58500-00	Pizza House	Supply food for city employee cookout	09/27/2022	1,200.00	
001-0120-61000-00	Office Specialists, Inc.	Screen wipes - JPease	09/27/2022	16.25	
001-0120-61000-00	Office Specialists, Inc.	Folders - Jan	09/27/2022	20.29	
		Subtotal for Divison: 0120		1,236.54	
001-0145-51010-00	James M Kelly, Attorney	07/22 Legal Service	09/27/2022	3,745.50	
		Subtotal for Divison: 0145		3,745.50	
001-0160-51000-00	Collection Professionals, Inc	08/22 Services	09/27/2022	60.00	
001-0160-59521-00	Knox County Humane Society	10/22 Animal Control Contract	09/27/2022	19,510.00	0000092161
001-0160-59523-00	Galesburg Downtown Council	2021 Property Tax Levy - Maint	09/27/2022	17,176.32	
001-0160-59523-00	Galesburg Downtown Council	2021 Property Tax Levy - Add'l Maint	09/27/2022	25,764.49	
		Subtotal for Divison: 0160		62,510.81	
001-0205-51000-00	US Sterling Capital Corp., Inc.	First Central Bank McCook	09/27/2022	240.00	
001-0205-51000-00	US Sterling Capital Corp., Inc.	First Central Bank	09/27/2022	240.00	
001-0205-61000-00	Office Specialists, Inc.	Rubberbands	09/27/2022	11.67	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0205				491.67	
001-0305-54500-00	IL Enterprise Zone Association	Registration for Fall Conference - SGugliotta	09/27/2022	180.00	
001-0305-61000-00	Office Specialists, Inc.	Flash drive, superglue,envelope	09/27/2022	51.29	
Subtotal for Divison: 0305				231.29	
001-0306-51000-00	Knox County Recorders Office	08/22 Laredo	09/27/2022	21.15	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 1150 W Carl Sandburg Dr	09/27/2022	904.46	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 1150 W Carl Sandburg Dr	09/27/2022	297.60	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 1060 E North St	09/27/2022	377.75	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 238 S Seminary	09/27/2022	456.50	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 58 N Pearl St	09/27/2022	474.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 99 N Elm	09/27/2022	456.50	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board up services - 778 E 4th St	09/27/2022	456.50	
Subtotal for Divison: 0306				3,444.46	
001-0410-51000-00	Knox County Recorders Office	08/22 Laredo	09/27/2022	21.15	
Subtotal for Divison: 0410				21.15	
001-0445-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	16.83	
001-0445-55700-00	IL Oil Marketing Equipment, Inc.	Annual and Triennial UST Compliance Inspection and Testing	09/27/2022	1,988.75	
001-0445-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	67.84	
001-0445-61000-00	Office Specialists, Inc.	Handset cords	09/27/2022	33.31	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #174	09/27/2022	302.26	
001-0445-63000-00	1st AYD Corporation	Drill bit set	09/27/2022	251.76	
001-0445-63000-00	Advance Auto Parts	Clay absorbant	09/27/2022	307.75	
Subtotal for Divison: 0445				2,968.50	
001-0450-51000-00	Petty Cash - City Clerk	DMV- vehicle registration	09/27/2022	6.00	
001-0450-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	109.39	
001-0450-55700-00	Four Seasons Pest Control	08/22 Services	09/27/2022	20.00	
001-0450-62500-00	Advance Auto Parts	Brake Line #140	09/27/2022	45.48	
001-0450-62500-00	Advance Auto Parts	Battery #135	09/27/2022	204.54	
001-0450-62500-00	Advance Auto Parts	V Belt #135	09/27/2022	42.09	
001-0450-62500-00	Advance Auto Parts	Threaded Rod #135	09/27/2022	5.23	
001-0450-62500-00	Ford of Galesburg	Tube Asy #116	09/27/2022	611.01	
001-0450-62500-00	Nichols Diesel Service, Inc.	Sensor #114	09/27/2022	280.88	
001-0450-62500-00	Nichols Diesel Service, Inc.	Filter kit #114	09/27/2022	543.16	



Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Martin Equipment of Illinois, Inc.	Brake pedal assy #120	09/27/2022	616.84	
001-0450-62500-00	Midstate Manufacturing, Inc.	Hose #122	09/27/2022	73.76	
001-0450-62500-00	Midstate Manufacturing, Inc.	Hose #111	09/27/2022	107.09	
001-0450-65000-00	Michael Todd & Co., Inc.	Handy pro cleaning towels	09/27/2022	91.47	
001-0450-66500-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	53.30	
Subtotal for Divison: 0450				2,810.24	
001-0505-51000-00	Campion, Barrow & Assoc.	Fire Services Testing	09/27/2022	455.00	
001-0505-51500-00	Gatehouse Media	Police Application Ads #23666	09/27/2022	135.00	
Subtotal for Divison: 0505				590.00	
001-0510-55700-00	Four Seasons Pest Control	09/22 Services	09/27/2022	20.00	
001-0510-66500-00	ILMO Products Company	Disposable BAC	09/27/2022	122.85	
001-0510-67500-00	Robin Kunzer	Sew on patch - JTaylor	09/27/2022	13.50	
001-0510-67500-00	Ray O'Herron Co., Inc.	Blauer hood-Thompson	09/27/2022	15.29	
001-0510-67500-00	Robin Kunzer	Sew on patch - JThompson	09/27/2022	13.50	
001-0510-67500-00	Ray O'Herron Co., Inc.	Armorskin - Pullen/Woodbury	09/27/2022	233.95	
001-0510-67500-00	Ray O'Herron Co., Inc.	2 pr pants - Trulson	09/27/2022	116.98	
Subtotal for Divison: 0510				536.07	
001-0550-61000-00	Office Specialists, Inc.	Paper, marker cleaner, popit notes, pens	09/27/2022	336.08	
001-0550-61000-00	Office Specialists, Inc.	Popit notes	09/27/2022	23.76	
001-0550-67500-00	Midwest Uniform Supply, Inc	2 Sweatshirts - JBarnes	09/27/2022	67.56	
001-0550-85500-00	Knox County Sheriff's Department	10/22 Share of Ambulance Service	09/27/2022	674.82	
Subtotal for Divison: 0550				1,102.22	
001-0605-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	71.52	
001-0605-54500-00	Randy Hovind	Lodging, meals, parking-EMA Training-Spngfld-RHovind	09/27/2022	170.90	
001-0605-55000-00	Nicholas Walters	Reimbursement for IAAI Membership - NWalters	09/27/2022	200.00	
001-0605-55700-00	Four Seasons Pest Control	09/22 Services	09/27/2022	20.00	
001-0605-55700-00	Mechanical Service Inc.	Labor to repair stool	09/27/2022	210.00	
001-0605-61000-00	Office Specialists, Inc.	Business cardholder, paper	09/27/2022	65.45	
001-0605-62500-00	Nichols Diesel Service, Inc.	Air dryer #54	09/27/2022	452.77	
001-0605-65000-00	Office Specialists, Inc.	Towels, cleaner, freshner, towels, mop	09/27/2022	206.03	
001-0605-65000-00	Office Specialists, Inc.	Detergent	09/27/2022	154.52	
001-0605-65000-00	Office Specialists, Inc.	Cups, bowls, napkins, plates	09/27/2022	196.75	
001-0605-65000-00	Office Specialists, Inc.	Liners	09/27/2022	42.04	
001-0605-66000-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	218.25	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-66000-00	Mechanical Service Inc.	Parts to repair stool	09/27/2022	371.97	
001-0605-67500-00	Ray O'Herron Co., Inc.	Return Class A Uniform Pants -Wells	09/27/2022	-54.95	
001-0605-67500-00	Municipal Emergency Services, Inc	Parka - Webber	09/27/2022	269.00	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Uniform Items - Cervantez,Wells	09/27/2022	414.86	
Subtotal for Divison: 0605				3,009.11	
Subtotal for Fund 001				83,130.14	
011-0000-55700-00	Brandt Construction Co	Monmouth Blvd Improvements from Henderson to Academy - Resur	09/27/2022	84,205.68	0000092222
011-0000-55700-00	Brandt Construction Co	2022 Annual Seal Coating - Various Locations	09/27/2022	273,937.88	0000092188
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Hot mix asphalt surface & binder for 2022	09/27/2022	3,017.25	0000092085
011-0000-78070-00	Brandt Construction Co	Monmouth Blvd Improvements from Henderson to Academy - Sidew	09/27/2022	33,802.08	0000092222
Subtotal for Divison: 0000				394,962.89	
Subtotal for Fund 011				394,962.89	
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering for Ph	09/27/2022	980.21	0000092007
013-0000-83100-00	Illinois Housing Development Autho	Single Family Rehabilitation Program Grant	09/27/2022	42,226.58	0000092210
Subtotal for Divison: 0000				43,206.79	
Subtotal for Fund 013				43,206.79	
014-0000-51000-00	Bruner, Cooper and Zuck, Inc.	Monmouth Blvd. Design-Control Checks	09/27/2022	3,681.11	
014-0000-51000-00	Geotechnics	Material testing for 2022	09/27/2022	165.00	0000092196
014-0000-55700-00	JJ&TS, Inc	Early Fall Weed & Feed	09/27/2022	286.75	
014-0000-64500-00	Midwest Mobile Waterjet, LLC	Removal of reflective sheeting for aluminum sign blanks	09/27/2022	1,866.07	
014-0000-64500-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	156.13	
014-0000-64500-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	101.94	
014-0000-64500-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	168.90	
Subtotal for Divison: 0000				6,425.90	
Subtotal for Fund 014				6,425.90	
019-1905-51500-00	Sebis Direct Inc	08/22 Water Bill Insert	09/27/2022	386.26	
Subtotal for Divison: 1905				386.26	
019-1910-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	42.07	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1910				42.07	
019-1911-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	143.05	
019-1911-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	68.55	
019-1911-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	68.55	
019-1911-65000-00	Office Specialists, Inc.	Return towels	09/27/2022	-39.54	
019-1911-65000-00	Office Specialists, Inc.	Towels	09/27/2022	61.50	
019-1911-65000-00	Office Specialists, Inc.	Urinal mat	09/27/2022	105.44	
019-1911-65000-00	Office Specialists, Inc.	Liners, tissue	09/27/2022	173.07	
019-1911-65000-00	Office Specialists, Inc.	Towels	09/27/2022	46.70	
Subtotal for Divison: 1911				627.32	
019-1915-51000-00	Klingner & Associates P.C.	Mold testing	09/27/2022	3,000.00	
019-1915-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	9,188.68	
019-1915-55700-00	Knox County Landfill	08/22 Service	09/27/2022	565.20	
019-1915-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	39.51	
019-1915-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	57.46	
019-1915-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	57.46	
019-1915-62500-00	Advance Auto Parts	Filter Kit #507	09/27/2022	65.26	
019-1915-62500-00	Advance Auto Parts	Fuel filter #507	09/27/2022	19.60	
019-1915-65000-00	Office Specialists, Inc.	Towels	09/27/2022	119.86	
019-1915-65000-00	Office Specialists, Inc.	Towels, tissue, rubberbands	09/27/2022	401.24	
019-1915-66000-00	Galesburg Electric, Inc.	Credit on Invoice 585538	09/27/2022	-16.90	
019-1915-66000-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	19.87	
Subtotal for Divison: 1915				13,517.24	
019-1920-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	105.18	
019-1920-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	39.51	
019-1920-61000-00	Office Specialists, Inc.	Correction tape	09/27/2022	19.14	
019-1920-62510-00	Herr Petroleum Corp	244.3 GAL Diesel #2, 280.5 GAL Unleaded Ethanol	09/27/2022	1,966.01	0000092104
019-1920-63500-00	Advanced Turf Solutions	Grass Seed	09/27/2022	1,040.00	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	09/27/2022	24.50	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	09/27/2022	68.60	
019-1920-64125-00	Boxcar Express	Sandwiches	09/27/2022	1,588.02	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	09/27/2022	545.71	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	09/27/2022	999.13	
019-1920-64125-00	Smithfield Direct, LLC	Misc concessions	09/27/2022	120.00	
019-1920-64125-00	Smithfield Direct, LLC	Misc concessions	09/27/2022	120.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-65000-00	Office Specialists, Inc.	Towels, cups, liners, tissue	09/27/2022	258.05	0000092080
019-1920-66000-00	MTI Distributing, Inc	Surge boards	09/27/2022	310.16	
019-1920-66000-00	Lacky Monument Co.	6 Bunker Links Pavers	09/27/2022	240.00	
019-1920-66000-00	Lacky Monument Co.	17 Bunker Links Pavers	09/27/2022	680.00	
019-1920-66000-00	Lacky Monument Co.	2 Bunker Links Pavers	09/27/2022	80.00	
019-1920-88300-00	M&M Golf Cars, LLC	09/22 Lease of 48 golf carts and 1 utility vehicle as per bid	09/27/2022	5,335.97	
Subtotal for Divison: 1920				13,539.98	
019-1925-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	185.12	
019-1925-64000-00	The Home City Ice Company	Bagged ICE	09/27/2022	180.00	
Subtotal for Divison: 1925				365.12	
019-1935-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	67.32	
019-1935-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	237.42	
019-1935-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	237.42	
Subtotal for Divison: 1935				542.16	
019-1945-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	21.04	
Subtotal for Divison: 1945				21.04	
019-1950-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	2,406.56	
019-1950-68500-00	Hawkins, Inc	MISC Chemicals	09/27/2022	1,088.74	
019-1950-68500-00	Tri-State Water	Misc chemicals	09/27/2022	48.26	
Subtotal for Divison: 1950				3,543.56	
019-1965-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	37.87	
019-1965-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	41.83	
019-1965-57500-00	Aramark Uniform Serv. Inc.	09/22 Service	09/27/2022	41.83	
019-1965-62500-00	Scott Equipment, LLC	Clutch #589	09/27/2022	352.31	
019-1965-62500-00	Scott Equipment, LLC	Safety switch #587	09/27/2022	86.31	
Subtotal for Divison: 1965				560.15	
019-1975-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	4.21	
Subtotal for Divison: 1975				4.21	
019-1980-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	4.21	
Subtotal for Divison: 1980				4.21	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 019				<u>33,153.32</u>	
020-0000-55700-00	IL Oil Marketing Equipment, Inc.	Annual and Triennial UST Compliance Inspection and Testing	09/27/2022	1,015.00	
020-0000-56000-00	Terry Allen, Inc	Airport Stearman Event - 3 Handwashing Stations - Delivered on o	09/27/2022	375.00	0000092081
020-0000-56000-00	Terry Allen, Inc	Airport Stearman Event - Toilet Rental 15 regular units - Delive	09/27/2022	1,875.00	0000092081
020-0000-56000-00	Terry Allen, Inc	Airport Stearman Event - Toilet Rental 3 handicapped units - Del	09/27/2022	510.00	0000092081
020-0000-62500-00	Advance Auto Parts	Filter Kit #352	09/27/2022	27.65	
020-0000-62500-00	Martin, Inc	Air filter #352	09/27/2022	102.13	
020-0000-66500-00	Office Specialists, Inc.	Rubberbands	09/27/2022	32.04	
Subtotal for Divison: 0000				<u>3,936.82</u>	
Subtotal for Fund 020				<u>3,936.82</u>	
023-0000-83100-00	Residential Mechanical Services	Install new furance - 600 W Tompkins	09/27/2022	2,945.00	
023-0000-83100-00	Residential Mechanical Services	Install new furance and AC - 1357 E North St	09/27/2022	4,500.00	
Subtotal for Divison: 0000				<u>7,445.00</u>	
Subtotal for Fund 023				<u>7,445.00</u>	
024-0000-59535-00	Knox Co. Area Partnership for Econ	Semi-Annual Economic Development Support	09/27/2022	77,500.00	
024-0000-88300-00	Breslin's Floor Covering, Inc	10/22 Parking Lot Lease	09/27/2022	587.43	
Subtotal for Divison: 0000				<u>78,087.43</u>	
Subtotal for Fund 024				<u>78,087.43</u>	
026-0000-51000-00	Western Illinois Regional Council	Grant writing for IHDA and HRAP per agreement	09/27/2022	1,500.00	
Subtotal for Divison: 0000				<u>1,500.00</u>	
Subtotal for Fund 026				<u>1,500.00</u>	
030-0000-10701-00	Johnson Controls Fire Protection LP	01/23-09/23 Fire Alarm Test & Inspect	09/27/2022	478.61	
Subtotal for Divison: 0000				<u>478.61</u>	
030-0320-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	29.03	
030-0320-55500-00	Nichols Diesel Service, Inc.	State and Fed Tests #461	08/31/2022	40.00	
030-0320-55500-00	Thompson Truck & Trailer, Inc	Repairs to brakes	09/27/2022	485.00	
030-0320-55500-00	Galesburg Communications, Inc.	08/26/22-11/26/22 800 Dispatch	09/27/2022	403.20	
030-0320-62500-00	Midwest Transit Equipment, Inc.	Threshold transition	09/27/2022	238.46	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62500-00	Napa Auto Parts	Solenoid	09/27/2022	45.19	
030-0320-62500-00	Ford of Galesburg	Rail Radiator	09/27/2022	464.60	
030-0320-62510-00	Herr Petroleum Corp	204.1 GAL Unleaded Ethanol	09/27/2022	644.64	0000092101
030-0320-62510-00	Herr Petroleum Corp	160.1 GAL Unleaded Ethanol	09/27/2022	528.42	0000092101
030-0320-62510-00	Herr Petroleum Corp	190.1 GAL Unleaded Ethanol	09/27/2022	615.53	0000092101
030-0320-62510-00	Herr Petroleum Corp	220.4 GAL Unleaded Ethanol	09/27/2022	696.12	0000092101
030-0320-62510-00	Herr Petroleum Corp	217.9 GAL Unleaded Ethanol	09/27/2022	688.23	0000092101
Subtotal for Divison: 0320				4,878.42	
030-0370-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	67.74	
030-0370-55500-00	Galesburg Communications, Inc.	08/26/22-11/26/22 800 Dispatch	09/27/2022	376.32	
030-0370-55700-00	Galesburg Termite & Pest Control In	09/22 Semi Monthly	09/27/2022	45.00	
030-0370-55700-00	Johnson Controls Fire Protection LP	10/22-12/22 Fire Alarm Test & Inspect	09/27/2022	159.54	
030-0370-57500-00	Cintas, Inc	09/22 Services	09/27/2022	172.14	
030-0370-57500-00	Cintas, Inc	09/22 Services	09/27/2022	110.74	
030-0370-61700-00	Office Specialists, Inc.	Replace computers at Transit	09/27/2022	1,243.00	
030-0370-62500-00	Gillig	Valve Relay	09/27/2022	380.90	
030-0370-62500-00	Gillig	Shock Absorbers	09/27/2022	329.54	
030-0370-62500-00	Gillig	Shock Absorber Spacers	09/27/2022	681.24	
030-0370-62500-00	Gillig	Shock Absorbers	09/27/2022	614.36	
030-0370-62500-00	O'Reilly Auto Parts	Asorb Pads	08/31/2022	95.98	
030-0370-62500-00	O'Reilly Auto Parts	Adhesive	09/27/2022	4.40	
030-0370-62500-00	O'Reilly Auto Parts	Speed bug	09/27/2022	9.49	
030-0370-62500-00	O'Reilly Auto Parts	Lock nut	09/27/2022	19.59	
030-0370-62500-00	O'Reilly Auto Parts	Fleetrunner	09/27/2022	57.26	
030-0370-62500-00	O'Reilly Auto Parts	Mega fuse	09/27/2022	4.99	
030-0370-62500-00	O'Reilly Auto Parts	Strtr sol	09/27/2022	30.55	
030-0370-62500-00	O'Reilly Auto Parts	Bristle disc	09/27/2022	9.90	
030-0370-62500-00	O'Reilly Auto Parts	Press tester	09/27/2022	127.53	
030-0370-62510-00	Herr Petroleum Corp	196.2 GAL Diesel #2	09/27/2022	867.42	0000092101
030-0370-62510-00	Herr Petroleum Corp	301.9 GAL Diesel #2	09/27/2022	1,370.97	0000092101
Subtotal for Divison: 0370				6,778.60	
Subtotal for Fund 030				12,135.63	
049-0000-76000-00	Laverdiere Construction, Inc.	Parking lot construction on Seminary and Mulberry	09/27/2022	101,925.90	0000092231
Subtotal for Divison: 0000				101,925.90	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 049				<u>101,925.90</u>	
054-0000-76000-00	Laverdiere Construction, Inc.	Parking lot construction on Seminary and Mulberry	09/27/2022	22,600.90	0000092231
Subtotal for Division: 0000				<u>22,600.90</u>	
Subtotal for Fund 054				<u>22,600.90</u>	
059-0000-55700-00	Brandt Construction Co	2022 Annual Seal Coating - Various Locations	09/27/2022	69,907.65	0000092188
059-0000-76000-00	Hutchison Engineering, Inc	Engineering for Phase I of the Lake Storey Bike Path	09/27/2022	2,671.50	0000091997
059-0000-76000-00	Hutchison Engineering, Inc	Phase 1 revisions to the path alignment for the Lake Storey Bike	09/27/2022	2,950.00	0000091997
Subtotal for Division: 0000				<u>75,529.15</u>	
Subtotal for Fund 059				<u>75,529.15</u>	
061-0000-20101-00	STEPHANIE BOWEN	Reissue Refund Check #96122 995 WASHINGTON AVE	09/27/2022	49.99	
061-0000-20101-00	BROWN EXCAVATING	Refund Hydrant Meter Deposit	09/27/2022	69.86	
061-0000-20101-00	CHERYL CLARK	Refund Check 057573-001, 868 W NORTH ST	09/16/2022	114.80	
061-0000-20101-00	JOSHUA CHRISTIANSON	Refund Check 052000-001, 665 E GROVE ST	09/16/2022	88.44	
061-0000-20101-00	SANDRA BUSCH	Refund Check 005100-001, 651 N BROAD ST	09/23/2022	69.14	
061-0000-20101-00	RENEE DEVERS	Refund Check 063671-000, 1558 MCKNIGHT ST	09/16/2022	48.07	
061-0000-20101-00	JACK ENGLE	Refund Check 014994-006, 1306 BRIDGE AVE	09/16/2022	106.35	
061-0000-20101-00	JOSHUA ESTERS	Refund Check 054981-005, 1039 BATEMAN ST	09/16/2022	102.57	
061-0000-20101-00	LINDA ASBURY	Refund Check 018950-066, 995 LINCOLN ST	09/16/2022	82.31	
061-0000-20101-00	KRAIG BOYNTON	Refund Check 007742-001, 796 E SECOND ST	09/23/2022	63.78	
061-0000-20101-00	JILLIAN BRACKETT	Refund Check 059458-000, 1031 WASHINGTON AVE	09/23/2022	51.62	
061-0000-20101-00	MARIELA BARRAZA	Refund Check 011895-003, 486 N WEST ST	09/16/2022	76.57	
061-0000-20101-00	JOHN BERNARDI	Refund Check 064155-000, 914 E LOSEY ST	09/16/2022	89.83	
061-0000-20101-00	MICHAEL BLOSS	Refund Check 064197-000, 434 DAY ST	09/16/2022	44.77	
061-0000-20101-00	TERESA BOETTCHER	Refund Check 052650-000, 1245 S KELLOGG ST	09/16/2022	70.30	
061-0000-20101-00	TERESA BOETTCHER	Refund Check 052650-000, 1245 S KELLOGG ST	09/16/2022	440.25	
061-0000-20101-00	SCOTT ROBERTS	Refund Check 014206-005, 244 N CEDAR ST	09/16/2022	63.35	
061-0000-20101-00	SON NGUYEN	Refund Check 056733-000, 1370 W LOSEY ST	09/16/2022	105.14	
061-0000-20101-00	MARK SWITZER	Refund Check 050386-001, 1007 N CEDAR ST	09/16/2022	89.98	
061-0000-20101-00	SARA HELMS	Refund Check 044467-001, 449 OLIVE ST	09/16/2022	68.44	
061-0000-20101-00	DWIGHT WHITE	Refund Check 065274-000, 1399 MULBERRY ST	09/23/2022	70.40	
061-0000-20101-00	LAVERDIERE CONSTRUCTION, I	Refund Hydrant Meter Deposit	09/27/2022	3.79	
061-0000-20101-00	HELEN MIJATOVIC ESTATE	Refund Check 011956-000, 935 N ACADEMY ST	09/23/2022	8.44	



Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JOANN HARPMAN	Refund Check 022974-000, 1539 GRAND AVE	09/16/2022	19.31	
061-0000-20101-00	BONNIE HARRIS	Refund Check 007110-035, 344 N WEST ST	09/16/2022	22.49	
061-0000-20101-00	TODD WOLLRAB	Refund Check 022763-017, 1513 N FARNHAM ST	09/23/2022	95.48	
061-0000-20101-00	ANNA TERPENING	Refund Check 052436-001, 1231 WILLARD ST	09/16/2022	74.72	
061-0000-20101-00	JEFF HAYDEN	Refund Check 010084-000, 68 SILVER ST	09/23/2022	10.48	
061-0000-20101-00	MATT WINKLER	Refund Check 060632-000, 48 GARFIELD AVE	09/23/2022	75.66	
061-0000-20101-00	MCS REAL ESTATE LLC	Refund Check 005091-175, 1032 GREENLEAF ST	09/16/2022	98.45	
061-0000-20101-00	ALAYA WALLACE	Refund Check 061987-000, 1089 HAWKINSON AVE 1	09/16/2022	73.73	
061-0000-20101-00	BRIAN MASON	Refund Check 006358-002, 1261 N KELLOGG ST	09/23/2022	77.40	
061-0000-20101-00	ADAM WHITLATCH	Refund Check 062429-006, 1212 KLEIN AVE	09/23/2022	95.66	
061-0000-20101-00	ELIZABETH HUTCHINGS	Refund Check 045147-002, 1018 N CEDAR ST	09/16/2022	107.27	
061-0000-20101-00	CONNIE LABONTE	Refund Check 064207-000, 1416 DAY ST	09/16/2022	100.14	
061-0000-20101-00	RICHARD MOORE	Refund Check 057955-000, 81 OLIVE ST	09/16/2022	77.83	
061-0000-20101-00	JOEL SQUIRE	Refund Check 059817-000, 584 MAPLE AVE	09/21/2022	91.35	
061-0000-20101-00	JOHN JACKSON	Refund Check 064751-000, 355 N PEARL ST	09/16/2022	50.70	
061-0000-20101-00	JUDY VAN UNNIK	Refund Check 054861-000, 1085 E NORTH ST	09/23/2022	48.55	
061-0000-20101-00	ALVIN ROSE JR	Refund Check 045908-011, 201 N FARNHAM ST	09/16/2022	76.24	
061-0000-20101-00	DONNA WILLIAMS	Refund Check 059025-001, 355 N PEARL ST	09/23/2022	133.45	
061-0000-20101-00	CONNIE HEALEY	Refund Check 044665-000, 1029 MAYBERRY LN	09/16/2022	89.13	
061-0000-20101-00	ISSAC PLAMOOTIL	Refund Check 062003-000, 1119 HAWKINSON AVE 10	09/16/2022	103.71	
061-0000-20101-00	JEANETTE SHIPP	Refund Check 048965-004, 660 FLORENCE AVE	09/16/2022	59.51	
061-0000-20101-00	DANNY HUDGINS	Refund Check 008069-002, 1723 WILLARD ST	09/23/2022	98.92	
061-0000-20101-00	CHRISTOPHER LEWIS	Refund Check 065608-000, 755 S WEST ST	09/23/2022	91.57	
061-0000-51000-00	Knox County Records Office	08/22 Laredo	09/27/2022	21.15	
061-0000-51500-00	Sebis Direct Inc	08/22 UB Printing Costs	09/27/2022	1,023.64	
061-0000-52300-00	Nicor Gas	07/22-08/22 Heat #14511554116	08/31/2022	503.69	
061-0000-52500-00	Galesburg Sanitary Dist.	08/22 Sewer User Charge	08/31/2022	16.83	
061-0000-55700-00	AMP Electrical Services, Inc.	Installed New Water Service 385 Monmouth Blvd	09/27/2022	866.10	
061-0000-61000-00	Office Specialists, Inc.	Calendars, rulers, tape	09/27/2022	251.30	
061-0000-61000-00	Office Specialists, Inc.	Plantonrics earset	09/27/2022	259.00	
061-0000-66000-00	Galesburg Electric, Inc.	Misc Supplies	09/27/2022	46.05	
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL SI - DELIVERED	09/27/2022	246.38	0000092113
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL PP2 MIX - DELIVERED	09/27/2022	222.50	0000092113
061-0000-66000-00	Galesburg Builders Supply, Inc	3.060 Ton Premier Cold Mix	09/27/2022	432.99	
061-0000-66700-00	Core & Main	MISC METER NEEDS THROUGH 06/30/2022	09/27/2022	106.00	0000092166
061-0000-66700-00	Core & Main	MISC METER NEEDS THROUGH 06/30/2022	09/27/2022	680.00	0000092166
061-0000-66700-00	Core & Main	5/8" X 1/2" ACCUSTREAM 100CF WATER METER	09/27/2022	15,800.00	0000092153

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-68500-00	Hawkins, Inc	2022 Liquid Chlorine for Water Division as per bid. This is a b	09/27/2022	1,648.00	0000092074
061-0000-68500-00	Hawkins, Inc	2022 Liquid Chlorine for Water Division as per bid. This is a b	09/27/2022	3,296.00	0000092074
061-0000-68500-00	Hawkins, Inc	Phosphate Inhibitor for 2022 Agreed upon rate \$0.662/lb.	09/27/2022	31,776.00	0000092252
Subtotal for Divison: 0000				<u>60,945.57</u>	
Subtotal for Fund 061				<u><u>60,945.57</u></u>	
067-0000-10701-00	Waste Management, Inc.	Oversize stickers	09/27/2022	570.00	
067-0000-20101-00	TERESA BOETTCHER	Refund Check 052650-000, 1245 S KELLOGG ST	09/16/2022	22.65	
067-0000-51000-00	Knox County Records Office	08/22 Laredo	09/27/2022	21.15	
067-0000-51500-00	Sebis Direct Inc	08/22 UB Printing Costs	09/27/2022	511.74	
067-0000-59501-00	Knox County Landfill	08/22 Service	09/27/2022	31,887.60	
067-0000-59502-00	Waste Management, Inc.	09/22 Refuse removal	09/27/2022	175,247.12	
Subtotal for Divison: 0000				<u>208,260.26</u>	
Subtotal for Fund 067				<u><u>208,260.26</u></u>	
078-0000-51000-00	OSF Occupational Medicine	Pre-employment testing	09/27/2022	185.00	
078-0000-51000-00	OSF Occupational Medicine	Vaccine	09/27/2022	72.00	
078-0000-51000-00	OSF Occupational Medicine	Vaccine	09/27/2022	45.00	
078-0000-51000-00	OSF Occupational Medicine	Drug testing	09/27/2022	100.00	
078-0000-51000-00	OSF Occupational Medicine	Pre-employment testing	09/27/2022	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre-employment testing	09/27/2022	140.00	
078-0000-56535-00	OSF Medical Group, Inc.	Work comp dos 8/18/22 #P483728460	09/27/2022	213.34	
078-0000-56597-00	Office Specialists, Inc.	Replace computers at Transit	09/27/2022	1,243.00	
078-0000-56597-00	Office Specialists, Inc.	Replace computers at Transit	09/27/2022	1,243.00	
Subtotal for Divison: 0000				<u>3,381.34</u>	
Subtotal for Fund 078				<u><u>3,381.34</u></u>	
091-0000-20101-00	TERESA BOETTCHER	Refund Check 052650-000, 1245 S KELLOGG ST	09/16/2022	11.61	
Subtotal for Divison: 0000				<u>11.61</u>	
Subtotal for Fund 091				<u><u>11.61</u></u>	
Report Total:				<u><u><u>1,136,638.65</u></u></u>	

**Advance Checks and ACH Payments as of 10/3/2022**

Check Date	Check #	Vendor Name	Description	Account #	Amount
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	001-0000-20102	20,835.91
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	020-0000-20102	782.64
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	018-0000-20102	75.68
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	061-0000-20102	27,808.06
9/15/2022	97104	Ameren Illinois	08/22 Heat #01147-55694	024-0000-20102	53.94
9/15/2022	97104	Ameren Illinois	08/22 Heat #01147-55694	001-0000-20102	505.41
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	024-0000-20102	27.15
9/15/2022	97104	Ameren Illinois	08/22 Heat #01147-55694	019-0000-20102	2,020.80
9/15/2022	97104	Ameren Illinois	08/22 Electricity #01147-55694	019-0000-20102	21,960.81
9/15/2022	97105	Barash & Everett LLC & Gregory Huwe	Settlement	078-0000-56535	7,187.31
9/15/2022	0	Chuck Humes	Umpire Sball 2 games 9/13/22	019-1940-51400	70.00
9/15/2022	0	Dan Burgland	Umpire Sball - 3 gams 9/13	019-1940-51400	70.00
9/15/2022	97108	Gerald Smith	CM Interview - flight, lodging, meals, transporation	001-0105-54500	1,403.57
9/15/2022	97106	James Palenick	CM Interview - flight, lodging, meals, transporation	001-0105-54500	1,054.08
9/15/2022	0	Morris M. Soriano, Md., Ltd.	4/26/22 IME & Transcription Fee	078-0000-56535	1,175.90
9/15/2022	97107	Simpson Peterson LLC and Patrick D Kisler	Settlement	078-0000-56535	28,113.29
9/15/2022	97109	Thomas W Duda and Aaron M Skinner	Settlement	078-0000-56535	15,812.80
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1930-51000	73.09
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1935-51000	223.62
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1950-51000	213.12
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1925-51000	581.09
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1960-51000	3.74
9/16/2022	0	Cardconnect	08/22 Card Connect Credit Card Charges	019-1905-51000	210.09
9/16/2022	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	259.15
9/16/2022	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	426.30
9/16/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
9/16/2022	0	Wells Fargo Merchant Services	08/22 Credit Card Fees	019-1920-51000	2,945.11
9/22/2022	0	BlueCross BlueShield of Illinois	10/22 Health insurance premiums	078-0000-20315	359,630.20
9/22/2022	0	Chuck Humes	9/20/22 umpire 2 games s-ball	019-1940-51400	70.00
9/22/2022	0	Dan Burgland	Umpire s-ball 2 games 09/20/22	019-1940-51400	70.00
9/22/2022	0	Knox County Collector	property taxes 820 E Fifth St	024-0000-84500	3,109.14
9/22/2022	97165	Knox County Recorders Office	Recording fee for Churchill	001-0160-51000	126.00
9/22/2022	97166	Knox County Recorders Office	Recording fee	001-0160-51000	63.00
9/22/2022	0	Martin Equipment of Illinois, Inc.	Cutting edge #122	001-0450-62500	1,883.78
9/22/2022	0	MBS Food Truck LLC	Business Startup Grant Assistance Program - MBS Food Truck, LLC	054-0000-83100	6,640.66
9/22/2022	97168	Unity Point Health - Proctor Hospital	work comp dos 12/20/2021 37436904900	078-0000-56535	2,267.72
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	017-0000-47500	10.80
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0205-47500	208.80
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0410-47500	127.80
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	024-0000-47500	16.26
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0120-47500	57.60
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0306-47500	201.72
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Vision insurance premiums	078-0000-20315	2,875.61
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	067-0000-47500	1.80
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0450-47500	63.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	018-0000-47500	46.80
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	019-1905-47500	132.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	019-1920-47500	72.00

9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0110-47500	36.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0207-47500	61.20
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	014-0000-47500	36.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	020-0000-47500	7.20
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0510-47500	417.60
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0445-47500	36.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	030-0320-47500	54.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0115-47500	72.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	061-0000-47500	204.75
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	030-0370-47500	54.00
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0305-47500	19.92
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0550-47500	39.60
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	078-0000-47500	14.40
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	023-0000-47500	5.40
9/23/2022	0	Dearborn National Life Insurance Co.	10/22 Life Insurance Premiums	001-0605-47500	216.00
9/23/2022	0	G & M Distributors	Liquor for golf concessions	019-1920-64125	325.30
9/23/2022	0	G & M Distributors	Snack sticks	019-1920-64125	133.60
9/23/2022	0	Illinois Department of Revenue	08/22 Sales Tax	019-1925-84000	46.00
9/23/2022	0	Illinois Department of Revenue	08/22 Sales Tax	019-1940-84000	17.00
9/23/2022	0	Illinois Department of Revenue	08/22 Sales Tax	019-1930-84000	9.00
9/23/2022	0	Illinois Department of Revenue	08/22 Sales Tax	019-1950-84000	344.00
9/23/2022	0	Illinois Department of Revenue	08/22 Sales Tax	019-1920-84000	1,979.00
9/23/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
9/26/2022	0	Breakthru Beverage Illinois, LLC	Liquor for Golf course	019-1920-64125	186.00
9/26/2022	0	Euclid Beverage	Liquor for Golf Course	019-1920-64125	148.35
9/26/2022	0	IMRF	08/22 IMRF Contributions	001-0000-20311	120,475.04
9/27/2022	0	G & M Distributors	Liquor for Bunker Links	019-1920-64125	309.50
				<b>Grand Total</b>	<b>\$ 637,814.21</b>

**COUNCIL LETTER  
CITY OF GALESBURG  
SEPTEMBER 19, 2022**

**AGENDA ITEM:** Adjustment of various rates and fees collected by the City

**SUMMARY RECOMMENDATION:** The Interim City Manager; City Clerk; Director of Planning; Director of Parks and Recreation; Police Chief; Fire Chief and Director of Finance & Information Systems recommend the approval of the various rates and fees.

**BACKGROUND:** One of the goals of City Council's discussed in the past was to have Administration evaluate rates and fees to ensure cost-recovery but to avoid the rates/fees being a barrier. As part of the fiscal year 2023 budget process, the Council is provided with the fee changes that are recommended in the Master Revenue Fee Schedule. The schedule provides a list of recommended changes which includes various licenses, permits, fines, recreation fees, water fees and refuse fee. If approved by City Council, it is recommended that the rate and fee change become effective on January 1, 2023.

**BUDGET IMPACT:** The rate and fee will be budgeted for fiscal year 2023 and will become effective January 1, 2023.

**SUPPORTING DOCUMENTS:**

1. Summary Master Revenue Fee Schedule Changes
2. Ordinance Amendments Concerning Applicable Fees

**CITY OF GALESBURG**  
**2023 MASTER REVENUE FEE SCHEDULE**  
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19	33389	Shelters, gazebos and recreation structures such as fishing piers, grass area for pictures, etc. reservation		Park & Rec		2022	40.00	45.00	5.00	
19	33353	Lake Storey boat rental per hour	Lake Storey	Park & Rec		2022	10.00	12.00	2.00	
19	33360	Hawthorne gym rental per hour	Hawthorne gym	Park & Rec		2022	40.00	45.00	5.00	
19	33372	Lakeside pool daily fee - over age 2 Monday - Thursday	Lakeside Pool	Park & Rec		2022	6.00	7.00	1.00	
19	33372	Lakeside pool daily fee - over age 2 Friday - Sunday	Lakeside Pool	Park & Rec		2022	7.00	8.00	1.00	
19	33372	Lakeside pool season pass 1 individual 3 months	Lakeside Pool	Park & Rec		2020	84.00	92.00	8.00	Minimum wage increase
19	33372	Lakeside pool season pass add'l family individuals 3 months	Lakeside Pool	Park & Rec		2020	33.00	36.00	3.00	
19	33372	Lakeside pool season pass add'l caregiver individuals 3 months	Lakeside Pool	Park & Rec		2020	38.00	42.00	4.00	
19	33372	Lakeside pool coupon booklet - 10 pack	Lakeside Pool	Park & Rec		2022	56.00	72.00	16.00	This was sold for \$63 in FY22 and not \$56
19	33373	Lakeside pool basic party fee - groups of up to 15	Lakeside Pool	Park & Rec		2022	\$171 + \$12 each add'l attendee	\$200 + \$15 each add'l patron	\$29 + \$3/add'l	
19	33373	Lakeside pool premium party fee - groups of up to 15	Lakeside Pool	Park & Rec		2022	\$198 + \$14 each add'l attendee	\$220 + \$17/add'l patron	\$22 + \$3/add'l	
19	33373	Lakeside Admission Only Party (Group of 20)	Lakeside Pool	Park & Rec				\$144 + \$7.20 each add'l patron		10% Discount with this Party admission rate.
19	33373	Lakeside Group Rate (min. 20-49 patrons)	Lakeside Pool	Park & Rec				\$5.10 weekdays/ patron \$6.80 weekend / patron		15% Discount
19	33373	Lakeside Group Rate (min.50 + patrons)	Lakeside Pool	Park & Rec				\$4.80 weekdays /patron \$6.40 weekends / patron		20% Discount
19	33377	Lakeside recreation facility multi-purpose courts rental per hour	Lakeside Rec	Park & Rec		2022	28.00	30.00	2.00	
19	33377	Lakeside recreation facility in-door tennis courts rental per hour	Lakeside Rec	Park & Rec		2022	\$8/person/court	\$9/person/court	1.00	
19	33377	Lakeside Tennis 10-Punch Pass	Lakeside Rec	Park & Rec			\$68	\$80	\$12	
19	33385	Pavilion: Non-alcohol Daily Rate Monday-Thursday		Park & Rec		2020	\$250/up to five hours+\$100 non-refundable deposit to hold space.	\$275 (Up to 5 hour rental + \$100 non-refundable deposit to hold space)	\$25	If rental occurs, the deposit will be deducted from final bill. All tables will come with linens

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19	33385	Pavilion: Non-alcohol Daily Rate Friday, Saturday, Sunday		Park & Rec		2020	\$450/up to five hours+\$250 non-refundable deposit to hold space.	\$500 (Up to 5 hour rental + \$250 non-refundable deposit to hold space.)	\$50	If rental occurs, the deposit will be deducted from final bill.
19	33385	Pavilion: Alcohol Daily Rate Monday-Thursday		Park & Rec		2020	\$400+\$300 security deposit/up to five hours. \$100 non-refundable deposit to hold space.	\$450 (Up to 5 hour rental + \$300 security deposit, \$100 non-refundable deposit to hold space)	\$50	If rental occurs, the non-refundable deposit will be deducted from final bill.
19	33385	Pavilion: Alcohol Daily Rate Friday, Saturday, Sunday		Park & Rec		2020	\$600+\$300 security deposit/up to five hours. \$250 non-refundable deposit to hold space.	\$650 (Up to 5 hour rental + \$300 security deposit, \$100 non-refundable deposit to hold space)	\$50	If rental occurs, the non-refundable deposit will be deducted from final bill.
<del>19</del>	<del>33342</del>	<del>Campground firewood</del>	<del>Campground</del>	<del>Park &amp; Rec</del>		<del>2016</del>	<del>6.00</del>			Concession items; amount based on cost of item during current season
1	31120	Dangerous dog registration fee		City Clerk	90.045(H)(1)	1999	200.00	350.00	150.00	
1	37900	Impoundment: redemption of altered cat or dog		Police	90.061A	1994	15.00	20.00	5.00	
1	37900	Impoundment: redemption of unaltered cat or dog		Police	90.061A	1994	40.00	45.00	5.00	
1	37900	Impoundment: boarding fee for animal per day		Police	90.061B	1994	7.00	10.00	3.00	
1	37900	Impoundment: rabies inoculation, if needed		Police	90.061C	1994	10.00	15.00	5.00	
1	36410	The Fire Department shall issue permits pursuant to the 2012 edition of the International Fire Code. The fee shall be paid to the City Treasurer. No permit is valid until the applicable fee, if any, is paid in full. All construction permits are \$75 and operational permits are \$40		Fire	93.18	2020	0.00/40.00	75.00/40.00	75.00/0.00	
1	36410	Pyrotechnic display 1.3G (professional displays) permit	105.6.36	Fire	93.18A(2)	2020	40.00	100.00	60.00	

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1	36400	Construction permit; Automatic fire extinguishing systems permit	105.7.1	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Battery systems when installed having a liquid capacity of more than 50 gallons permit	105.7.2	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Compressed gases permit	105.7.3	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Fire alarm and detection systems and related equipment installation or modification of systems permit	105.7.4	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Fire pumps and related equipment installation or modification of pumps and related fuel tanks, jockey pumps, controllers and generators permit	105.7.5	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Flammable and combustible liquids pipelines and tanks installation, modification, removal	105.7.6	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Hazardous materials installation, modification, removal storage facility, see Ch. 27 or > amounts on Table 105.6.21 permit	105.7.7	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Industrial oven installation permit	105.7.8	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; LP gas system installation, modification permit	105.7.9	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Private fire hydrants installation, modification	105.7.10	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Spraying and dipping modification of spray room, dip tank or booth permit	105.7.11	Fire	93.18B	2020	40.00	75.00	35.00	
1	36400	Construction permit; Standpipe system installation, modification, removal from service permit	105.7.12	Fire	93.18B	2020	40.00	75.00	35.00	
19		Driving Range - Single membership	Golf Course	Park & Rec		2020	125.00	150.00	25.00	
19		Driving Range - Family membership	Golf Course	Park & Rec		2020	175.00	200.00	25.00	
19	33305	Green fees 18 holes	Golf Course	Park & Rec		2020	19.00	22.00	3.00	



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19	33305	Green fees after 1 PM 18 holes	Golf Course	Park & Rec		2020	16.00	17.00	1.00	
19	33311	Cart fee after 1 PM 18 holes	Golf Course	Park & Rec		2020	10.00	13.00	3.00	
19	33311	Cart fee after 4 PM 18 holes	Golf Course	Park & Rec		2020	6.00	13.00	7.00	
19	33311	Cart fee 9 holes	Golf Course	Park & Rec		2020	7.00	8.00	1.00	
19	33305	Punch cards (golf only) 10 Rounds (18 holes)	Golf Course	Park & Rec		2020	180.00	200.00	20.00	
19	33305	Punch cards (golf only) 20 Rounds (18 holes)	Golf Course	Park & Rec		2020	340.00	400.00	60.00	
19	33306	Green fees Season Pass REGULAR Season Ticket	Golf Course	Park & Rec	95.60 (A)	2020	500.00	550.00	50.00	
19	33306	Green fees Season Pass SENIOR, OVER 65 YEARS OLD	Golf Course	Park & Rec	95.60 (A)	2020	460.00	510.00	50.00	
19	33306	Green fees Season Pass MINOR, UNDER 19 YEARS OLD	Golf Course	Park & Rec	95.60 (A)	2020	140.00	165.00	25.00	
19	33306	Green fees Season Pass MINOR, UNDER 19 YEARS OLD Season Ticket with Cart Rental	Golf Course	Park & Rec	95.60 (A)	2020	270.00	320.00	50.00	
19	33306	Green fees Season Pass JUNIOR, 19-25 YEARS OLD	Golf Course	Park & Rec	95.60 (A)	2020	235.00	260.00	25.00	
19	33306	Green fees Season Pass JUNIOR, 19-25 YEARS OLD with Cart Rental	Golf Course	Park & Rec	95.60 (A)	2020	445.00	495.00	50.00	
19	33306	Green fees Season Pass YOUNG ADULT, 26-30 YEARS OLD	Golf Course	Park & Rec	95.60 (A)	2020	310.00	335.00	25.00	
19	33306	Green fees Season Pass YOUNG ADULT, 26-30 YEARS OLD with cart	Golf Course	Park & Rec	95.60 (A)	2020	570.00	620.00	50.00	
19	33306	Green fees Seasons Pass ASSOCIATE (First additional immediate family	Golf Course	Park & Rec	95.60 (A)	2020	235.00	260.00	25.00	
19	33306	Green fees Season Pass SECOND AND SUBSEQUENT additional family members (per additional member) with cart	Golf Course	Park & Rec	95.60 (A)	2020	335.00	535.00	200.00	
19	33311	Season cart pass	Golf Course	Park & Rec	95.60 (A)	2020	500.00	550.00	50.00	
19	33311	Season cart pass ASSOCIATE					250.00	275.00	25.00	
19	33306	Green fees Season Pass FIRST TIME SEASON TICKET	Golf Course	Park & Rec	95.60 (A)	2020	775.00	875.00	100.00	
19	33306	Golf high school student tournament tickets - 18 holes	Golf Course	Park & Rec	95.60F	2019	15.00	17.00	2.00	
19	33306	Golf high school student tournament before 12:00 noon - 9 holes	Golf Course	Park & Rec	95.60F	2019	11.00	12.00	1.00	

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19	33307	Trail and outdoor storage fees for grandfathered privately owned golf carts shall be <del>\$390</del> \$415 for electric-powered carts per season, and <del>\$340</del> \$365 for gas-powered carts per season.	Golf Course	Park & Rec	95.61(A)	2020	\$390/\$340	\$415/\$365	\$25/\$25	
19	33307	<del>Beginning in 2020 and after, trail</del> Trail and outdoor storage fees for all new privately owned power golf cart shall be <del>\$575</del> \$600 for electric-powered cart per season, and <del>\$525</del> \$550 for gas-powered carts per season.	Golf Course	Park & Rec	95.61 (B)	2020	\$575 for electric golf cart and \$525 for gas powered carts	\$600/\$550	\$25/\$25	
<del>19</del>	<del>33311</del>	<del>The fee for an 18 hole golf cart rental</del>	<del>Golf Course</del>	<del>Park &amp; Rec</del>	<del>95.61.5(A)</del>	<del>2020</del>	<del>14.00</del>			If applicable, cart fee is included in green fees
<del>19</del>	<del>33311</del>	<del>The fee for a nine hole golf cart rental</del>	<del>Golf Course</del>	<del>Park &amp; Rec</del>	<del>95.61.5(B)</del>	<del>2020</del>	<del>8.00</del>			If applicable, cart fee is included in green fees
1	36050	One-half permanent base street, including terrace	Sewer or water excavation permit, the following applicable fee shall be paid	Public Works	97.067A(1)	2018	240.00	300.00	60.00	
1	36050	One-half flexible base street, including terrace	Sewer or water excavation permit, the following applicable fee shall be paid	Public Works	97.067A(2)	2018	200.00	250.00	50.00	
1	36050	Terrace only (not to exceed ten feet in length)	Sewer or water excavation permit, the following applicable fee shall be paid	Public Works	97.067A(3)	2018	54.00	60.00	6.00	

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1	36050	Terrace cuts over ten feet in length shall be, per foot of cut, an additional	Sewer or water excavation permit, the following applicable fee shall be paid	Public Works	97.067A(4)	2016	2.00	2.50	0.50	
1	36100	The above schedule is for cuts at right angles to the centerline of the street. On any cuts running obliquely or parallel to the street centerline the City Engineer shall compute the charge using the above schedule as a base for the charges. Concrete Street Opening	Concrete street opening	Public Works	97.067A(5)	2018	240.00	300.00	60.00	
1	36100	The above schedule is for cuts at right angles to the centerline of the street. On any cuts running obliquely or parallel to the street centerline the City Engineer shall compute the charge using the above schedule as a base for the charges. Asphalt Street Opening	Asphalt street opening	Public Works	97.067A(5)	2018	240.00	300.00	60.00	
1	36100	The above schedule is for cuts at right angles to the centerline of the street. On any cuts running obliquely or parallel to the street centerline the City Engineer shall compute the charge using the above schedule as a base for the charges. Brick Street Opening	Brick street opening	Public Works	97.067A(5)	2018	240.00	300.00	60.00	

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1	36100	The above schedule is for cuts at right angles to the centerline of the street. On any cuts running obliquely or parallel to the street centerline the City Engineer shall compute the charge using the above schedule as a base for the charges. Oil and Chip Opening	Oil and chip opening	Public Works	97.067A(5)	2018	200.00	250.00	50.00	
1	36100	Curb opening; sidewalk construction or reconstruction; driveway construction, resurfacing or reconstruction; planting, removing or trimming a tree or shrub		Public Works	97.067A(7)	2016	\$10 fee for the permit; \$25.00 late fee if permit was not requested prior to construction	\$15 fee for the permit; \$25.00 late fee if permit was not requested prior to construction.	5.00	
1	36100	Each of the fees listed above shall be increased by <del>\$10</del> \$25 when the required permit is requested after the work for which the permit is required has begun	Upon application for a sewer or water excavation permit	Public Works	97.067B		\$10.00	25.00	15.00	
1	36420	False alarm fee - in excess of 1 in any		City Clerk	110.071(c)(2)	2020	55.00	75.00	20.00	2nd false alarm
1	36420	False alarm fee - in excess of 2 in any		City Clerk	110.072(c)(3)	2020	155.00	175.00	20.00	3rd+ subsequent alarm
		Alcoholic Liquor Class O		City Clerk	113.036(K)(5)	2012	75.00	100.00		Pavilion license
1	31021	Adult Establishment License		City Clerk	114.16(B)(1)	2019	750.00	1,000.00	250.00	
<b>GENERAL OFFENSES</b>										
<b>150 BUILDINGS AND BUILDING REGULATIONS</b>										
1	36010	Residential garages per square foot	Building Permits	Comm Dev	150.016(2)	11/2/2009	0.10 per sq ft	\$25 for the first 100 sq ft and .20 for every additional sq ft		24x24 garage would go from \$57.60 to \$95.20, or 65% increase
1	36010	Building permit; single & 2-family residences; finishing basement/convert garage/attic to living space per square foot	Building Permits	Comm Dev	150.016(2)b	11/2/2009	\$0.05 per sq. ft.	\$0.10 per sq. ft.	\$0.05 per sq. ft.	
1	36010	Building permit; single & 2 family residences; not including basement unless split foyer or finished for living space per square foot	Building Permits	Comm Dev	150.016(2)c	11/2/2009	\$0.15 per sq. ft.	\$250 for the first 1000 sq ft and .20 for every additional sq ft		1200 sq ft house would go from \$180 to \$290, or 61% increase

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1	36010	Building permit; single family & 2 family residences (unfinished basement) per square foot	Building Permits	Comm Dev	150.016(2)d	11/2/2009	\$0.10 per sq. ft.	\$25 for the first 100 sq ft and .20 for every additional sq ft		10x15 renovation would go from \$15 to \$35, or 133% increase
1	36010	Building permit; multifamily residential buildings (not including basement unless finished for living space)	Building Permits	Comm Dev	150.016(2)e	11/2/2009	\$15 for first \$1000 cost & \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Building permit; commercial and institutional buildings (when finished for retail or office use),	Building Permits	Comm Dev	150.016(2)f	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof.	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Building permit; Warehouses and industrial buildings (when primarily unfinished)	Building Permits	Comm Dev	150.016(2)g	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof	\$5 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Building permit; Non-residential change of use or remodel,	Building Permits	Comm Dev	150.016(2)h	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof.	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Building permit; Residential decks/ramps/porches per square foot	Building Permits	Comm Dev	150.016(2)i	11/2/2009	0.10	\$25 for the first 100 sq ft and .20 for every additional sq ft		10x10 deck would go from \$10 to \$25, or 150% increase
1	36010	Building permit; Fences	Building Permits	Comm Dev	150.016(2)j	11/2/2009	25.00	30.00	5.00	
1	36010	Building permit; Swimming Pools	Building Permits	Comm Dev	150.016(2)k	11/2/2009	25.00	30.00	5.00	
1	36010	Building permit; Utility sheds - under 150 sq ft	Building Permits	Comm Dev	150.016(2)l	11/2/2009	25.00	30.00	5.00	
	36010	Residential roofing permit (Single, Two and Multi Family)	Building Permits	Comm Dev				25.00	25.00	New permit fee
	36010	Commercial, Institutional, Warehouse and Industrial buildings roofing permit	Building Permits	Comm Dev				75.00	75.00	New permit fee

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1	36070	Wrecking permit not exceeding 400 square feet	Demolition Permits	Comm Dev	150.036C(1)	12/20/04	\$10 & \$1 per add'l 1,000 sq ft or fraction	\$15.00	5.00	
1	36070	Wrecking permit single family & 2 family residences	Demolition Permits	Comm Dev	150.036C(2)	12/20/04	25.00	\$40.00	15.00	
1	36070	Wrecking permit non-residential buildings over 400 square feet	Demolition Permits	Comm Dev	150.036C(3)	12/20/04	\$50 for first 2000 sq ft & \$1 per add'l 1,000 sq ft or fraction thereon	\$75 for first 2,000 sq. ft. and \$1 per each additional sq. ft. or fraction thereof	25.00	
1	36020	Electrical inspection permit; New single-family and two-family residences (complete except electric heat, temporary service and permanent service), per residential unit		Comm Dev	150.065	12/20/04	40.00	\$60 per residential unit	20.00	
1	36020	Electrical inspection permit; Electric heat in single-family and two-family residences (baseboard), per residential		Comm Dev	150.065	12/20/04	20.00	\$25 per residential unit	5.00	
1	36020	Electrical inspection permit; Incidental units (air conditioning units, electric water heaters, electric ranges, dishwashers, disposal units, electric clothes dryers, washing machines, microwaves, furnaces, electric motors, adding incidental outlets - for each five outlets or part thereof, and items not otherwise listed), per unit	Electrical Permits	Comm Dev	150.065	12/20/04	10.00	15.00	5.00	
1	36020	Electrical inspection permit: Electrical inspection permit; Signs, per unit		Comm Dev	150.065	12/20/04	10.00	\$20 per unit	10.00	
1	36020	Electrical inspection permit: Temporary service, per unit		Comm Dev	150.065	12/20/04	10.00	\$20 per unit	10.00	
1	36020	Electrical inspection permit: Permanent service (single-family and two-family residences), per meter opening: one meter or unmetered		Comm Dev	150.065	12/20/04	20.00	40.00	20.00	
1	36020	Electrical inspection permit: Permanent service (single-family and two-family residences), per meter opening: each add'l meter opening after the first meter		Comm Dev	150.065	12/20/04	5.00	10.00	5.00	

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1	36020	Electrical inspection permit: Room additions or rewiring of existing rooms, per room		Comm Dev	150.065	12/20/04	10.00	\$15 per room	5.00	
1	36020	Detached garages	Electrical Permits	Comm Dev	150.065	12/20/04	15.00	20.00	5.00	
1	36020	Electrical inspection permit: Multi-family, commercial or industrial wiring: first \$1,000 cost or contract bid		Comm Dev	150.065	12/20/04	15.00	20.00	5.00	\$100K job would go from \$510 to \$1,010 or 98% increase
1	36020	Electrical inspection permit: Multi-family, commercial or industrial wiring: each add'l \$1000 or fraction thereof		Comm Dev	150.065	12/20/04	5.00	10.00	5.00	
1	36040	Heating installation permit; single family & 2 family residential furnaces or boilers per unit		Comm Dev	150.128	12/20/04	15.00	20.00	5.00	
1	36040	Heating installation permit; multi family, institutional, commercial or industrial furnaces or boilers and related duct work and/or piping		Comm Dev	150.128	12/20/04	\$15 first \$1000 cost or contract bid and \$5 each additional \$1000 or fraction thereof	\$20 first \$1000 cost or contract bid and \$10 each additional \$1000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36030	Plumbing installation permit cross connection control device	Single family & 2-family residences	Comm Dev	150.210(B)	12/20/2004	10.00	15.00	5.00	
1	36030	Plumbing installation permit; Each plumbing fixture	Single family & 2-family residences	Comm Dev	150.210(B)	12/20/2004	5.00	10.00	5.00	
1	36030	Plumbing installation permit; Rough-in inspection	Single family & 2-family residences	Comm Dev	150.210(B)	12/20/2004	10.00	15.00	5.00	
1	36030	Plumbing installation permit; Water conditioner	Single family & 2-family residences	Comm Dev	150.210(B)	12/20/2004	5.00	10.00	5.00	
1	36030	Plumbing installation permit; Water heater	Single family & 2-family residences	Comm Dev	150.210(B)	12/20/2004	5.00	15.00	10.00	
<b>152 DEVELOPMENT ORDINANCE</b>										
1	36010	Commercial and institutional buildings (when finished for retail or office use)	Building Permits	Comm Dev	150.016(2)f 152.999 Appendix A	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase

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1	36010	Commercial and institutional buildings (when finished for retail or office use)	Building Permits	Comm Dev	150.016(2)f 152.999 Appendix A	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Fences	Building Permits	Comm Dev	150.016(2)j & 152.999 Appendix A	11/2/2009	25.00	30.00	5.00	
1	36010	Swimming pools	Building Permits	Comm Dev	150.016(2)k & 152.999 Appendix A	11/2/2009	25.00	30.00	5.00	
1	36010	Single & Two Family: Finish basement/convert garage/attic to living space	Building Permits	Comm Dev	150.016(2)b & 152.999 Appendix A	11/2/2009	\$0.05 per sq. ft.	\$0.10 per sq. ft.	\$0.05 per sq. ft.	
1	36010	Multi-family residential buildings (not including basement unless finished for living space)	Building Permits	Comm Dev	150.016(2)e & 152.999 Appendix A	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36010	Nonresidential change of use or re model	Building Permits	Comm Dev	150.016(2)h & 152.999 Appendix A	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
		Overall Code Review appeals	Building Permits	Comm Dev	152.999 Appendix A		75.00	100.00	25.00	
1	36010	Residential decks/ramps/porches	Building Permits	Comm Dev	150.016(2)i & 152.999 Appendix A	11/2/2009	\$0.10 per sq. ft.	\$25 for the first 100 sq ft and .20 for every additional sq ft		10x10 deck would go from \$10 to \$25, or 150% increase
1	36010	Residential garages (attached or detached)	Building Permits	Comm Dev	150.016(2) & 152.999 Appendix A	11/2/2009	\$0.10 per sq. ft.	\$25 for the first 100 sq ft and .20 for every additional sq ft		24x24 garage would go from \$57.60 to \$95.20, or 65% increase
1	36010	Single-family and two-family residences (not including basement unless spilt foyer or finished for living space)	Building Permits	Comm Dev	150.0116(2)c & 152.999 Appendix A	11/2/2009	\$0.15 per sq. ft.	\$250 for the first 1000 sq ft and .20 for every additional sq ft		1200 sq ft house would go from \$180 to \$290, or 61% increase
1	36010	Single-family and two-family residential unfinished basement	Building Permits	Comm Dev	150.016(2)d 152.999 Appendix A	11/2/2009	\$0.10 per sq. ft.	\$25 for the first 100 sq ft and .20 for every additional sq ft		10x15 renovation would go from \$15 to \$35, or 133% increase
1	36010	Utility sheds - under 150 sq. ft.	Building Permits	Comm Dev	150.016(2)l & 152.999 Appendix A	11/2/2009	25.00	30.00	5.00	



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1	36010	Warehouse and industrial buildings (when primarily unfinished)	Building Permits	Comm Dev	150.016(2)g & 152.999 Appendix A	11/2/2009	\$15 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$20 for first \$1,000 cost and \$10 for each additional \$1,000 or fraction thereof	\$5 for first \$1,000 cost and \$5 for each additional \$1,000 or fraction thereof	\$100K job would go from \$510 to \$1,010 or 98% increase
	36010	Residential roofing permit (Single, Two and Multi Family)	Building Permits	Comm Dev				25.00	25.00	New permit fee
	36010	Commercial, Institutional, Warehouse and Industrial buildings roofing permit	Building Permits	Comm Dev				75.00	75.00	New permit fee
1	36070	Up to 400 sq. ft.	Demolition Permits	Comm Dev	150.036C(1) & 152.999 Appendix A	12/20/2004	\$10	\$15.00	5.00	
1	36070	Nonresidential buildings over 400 sq. ft.	Demolition Permits	Comm Dev	150.036C(3) & 152.999 Appendix A	12/20/2004	\$50 for first 2,000 sq. ft. and \$1 per each additional sq. ft. or fraction thereof	\$75 for first 2,000 sq. ft. and \$1 per each additional sq. ft. or fraction thereof	25.00	
1	36070	Single-family and two-family residences	Demolition Permits	Comm Dev	150.036C(2) & 152.999 Appendix A	12/20/2004	\$25	\$40.00	15.00	
1	36020	Detached garages	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$15	20.00	5.00	
1	36020	Electric heat in single-family and two-family residences (baseboard), per residential unit	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$20 per residential unit	\$25 per residential unit	5.00	
1	36020	New single-family and two-family residences (complete except electric heat, temporary service and permanent service), per residential unit	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$40 per residential unit	\$60 per residential unit	20.00	

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1	36020	Multi-family, commercial or industrial wiring	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$15 first \$1,000 cost or contract bid and \$5 each additional \$1,000 or fraction thereof	\$20 first \$1,000 cost or contract bid and \$10 each additional \$1,000 or fraction thereof	\$5 first \$1,000 cost or contract bid and \$5 each additional \$1,000 or fraction thereof	\$100K job would go from \$510 to \$1,010 or 98% increase
1	36020	Permanent service (single-family and two-family residences), per meter opening: one meter or unmetered	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$20 for one meter or unmetered and \$5 additional meter opening	\$40 for one meter or unmetered and \$10 additional meter opening	\$20 for one meter or unmetered and \$5 additional meter opening	
1	36020	Room additions or rewiring of existing rooms	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$10 per room	\$15 per room	5.00	
1	36020	Signs	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$10 per unit	\$20 per unit	10.00	
1	36020	Temporary service	Electrical Permits	Comm Dev	150.065 & 152.999 Appendix A	12/20/2004	\$10 per unit	\$20 per unit	10.00	
1	36040	Multi family, institutional, commercial or industrial furnaces or boilers and related duct work and/or piping	Mechanical Permit	Comm Dev	150.128 & 152.999 Appendix A	12/20/04	\$15 first \$1000 cost or contract bid and \$5 each additional \$1000 or fraction thereof	\$20 first \$1000 cost or contract bid and \$10 each additional \$1000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36040	Single family and two family residential furnaces or boilers per unit	Mechanical Permit	Comm Dev	150.128 & 152.999 Appendix A	12/20/04	15.00	20.00	5.00	
1	36030	Cross-connection control devices	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$10	15.00	5.00	
1	36030	Multi-family, institutional, commercial and industrial plumbing	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$15 first \$1,000 cost or contract bid and \$5 each additional \$1,000 or fraction thereof	\$20 first \$1,000 cost or contract bid and \$10 each additional \$1,000 or fraction thereof		\$100K job would go from \$510 to \$1,010 or 98% increase
1	36030	Single-family and two-family residences- Each plumbing fixture	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$5	10.00	5.00	

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1	36030	Single-family and two-family residences- Water heater	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$5	15.00	10.00	
1	36030	Single-family and two-family residences- Rough-in inspection (stack/main drain)	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$10	15.00	5.00	
1	36030	Single-family and two-family residences- Water conditioner	Plumbing Permit	Comm Dev	150.210(B) & 152.999 Appendix A	12/20/2004	\$5	10.00	5.00	
1	36500	Special use permit	Zoning & subdivision fees	Comm Dev	152.999 Appendix A	1/5/2010	75.00	100.00	25.00	
1	36500	Variances	Zoning & subdivision fees	Comm Dev	152.999 Appendix A	1/8/2010	75.00	100.00	25.00	
		<b>REFUSE FUND</b>								
67	36200	<i>Solid waste rates and charges.</i> All one-family, two-family and three-family dwelling water users, within the city limits, shall have added to the utility bills issued by the city the sum of <del>\$22.65</del> <b>\$23.18</b> per month, per dwelling unit, to be used for the financing of the collection and disposal of solid waste; provided, however, that owners of multi-family structures containing four or more dwelling units may elect to either use the solid waste collection and disposal services provided by the city and pay at a rate of <del>\$22.65</del> <b>\$23.18</b> per month for each dwelling unit, or the owners may elect to dispose of the solid waste by private waste hauling contractor, in which latter event, they will not be charged a collection and disposal fee by the city.		Refuse	50.40A	2022	22.65	23.18	0.53	
		<b>WATER FUND</b>								

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61	31900	Requests by water users for meter testing by the Public Works Department if the meter tested is found to be in proper working order;		Water	51.007B2	2014	27.00	30.00	3.00	
61	31900	Requests by water users for plumbing leak checks by the Department of Public Works, except in the event a leak is found in city-owned equipment; and		Water	51.007B3	2014	27.00	30.00	3.00	
61	31900	Requests by water users for meter readings other than in the normal course of meter reading.		Water	51.007B4	2014	27.00	30.00	3.00	
		In case obstructions are so placed that a meter is not easily accessible, the Water Superintendent shall notify the party controlling the same to remove the obstructions and in case of failure, refusal or neglect to do so within a reasonable time, to be stated in the notice, the Water Superintendent shall turn off the supply, and it shall not be turned on again until the obstructions have been removed and a fee of <del>\$15</del> \$27 paid for turning off and on the water.		Water	51.008A		15.00	27.00	12.00	
		A fee of <del>\$20</del> \$25 shall be paid for inspecting water service lines and connections thereon located in the city; a fee of <del>\$40</del> \$50 shall be paid for inspecting water service lines and connections thereon located outside the corporate limits of the city.		Water	51.034	1993	20.00 and 30.00	25.00 and 50.00	\$5/\$10	
61	33510	Less than 1 in.	Water monthly facility charge - meter size	Water	51.065A	2022	16.47	17.0400	0.57	

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61	33510	1 in. to less than 2 in.	Water monthly facility charge meter size	Water	51.065A	2022	34.21	35.4000	1.19	
61	33510	2 in. to less than 4 in.	Water monthly facility charge meter size	Water	51.065A	2022	68.41	70.8100	2.40	
61	33510	4 in. to less than 6 in.	Water monthly facility charge meter size	Water	51.065A	2022	171.14	177.1300	5.99	
61	33510	6 in. and greater	Water monthly facility charge meter size	Water	51.065A	2022	427.87	442.8500	14.98	
61	33500	<del>Effective January 1, 2022, the</del> The following rates shall be charged for water furnished consumers inside the corporate limits of the city: Per month , per 100 cubic feet <b>\$2.68</b>		Water	51.066	2022	2.59	2.680	0.09	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 2 inches	Fire service line monthly rate	Water	51.070	2022	9.06	9.3800	0.32	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 3 inches	Fire service line monthly rate	Water	51.070	2022	10.87	11.2500	0.38	

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61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 4 inches	Fire service line monthly rate	Water	51.070	2022	12.68	13.1200	0.44	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 6 inches	Fire service line monthly rate	Water	51.070	2022	16.30	16.8700	0.57	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 8 inches	Fire service line monthly rate	Water	51.070	2022	19.92	20.6200	0.70	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 10 inches	Fire service line monthly rate	Water	51.070	2022	25.36	26.2500	0.89	
61	36160	<del>Effective January 1, 2022, the</del> The following rates shall be charged for fire service connections for metered water consumers serving properties located inside of the corporate limits: 12 inches	Fire service line monthly rate	Water	51.070	2022	30.79	31.8700	1.08	

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61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 2 inches	Fire service line monthly rate	Water	51.071A	2018	14.00	14.4900	0.4900	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 4 inches	Fire service line monthly rate	Water	51.071A	2018	21.00	21.7400	0.74	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 6 inches	Fire service line monthly rate	Water	51.071A	2018	28.00	28.9800	0.98	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 8 inches	Fire service line monthly rate	Water	51.071A	2018	36.75	38.0400	1.29	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 10 inches	Fire service line monthly rate	Water	51.071A	2018	45.50	47.0900	1.59	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for metered water customers serving properties located outside the corporate limits: 12 inches	Fire service line monthly rate	Water	51.071A	2018	56.00	57.9600	1.96	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 2 inches	Fire service line monthly rate	Water	51.071B	2018	24.50	25.3600	0.86	

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61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 4 inches	Fire service line monthly rate	Water	51.071B	2018	31.50	32.6000	1.10	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 6 inches	Fire service line monthly rate	Water	51.071B	2018	40.25	41.6600	1.41	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 8 inches	Fire service line monthly rate	Water	51.071B	2018	49.00	50.7200	1.72	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 10 inches	Fire service line monthly rate	Water	51.071B	2018	57.75	59.7700	2.02	
61	36160	<del>Effective by June 1, 2018, the</del> The following rates shall be charged for fire service connections for non-water customers serving properties located outside the corporate limits: 12 inches	Fire service line monthly rate	Water	51.071B	2018	68.25	70.6400	2.39	
61	33500	Hydrant meter-meter and backflow device testing fee to be deducted from deposit		Water	51.072(3)b	2015	25.00	30.00	5.00	
61	33500	Hydrant meter - per day per meter charge to be deducted from deposit		Water	51.072(3)c	2015	2.50	3.50	1.00	
61	33500	Hydrant meter - per day per backflow (RPZ) device less than 2" fee to be deducted from the deposit		Water	51.072(3)d	2015	2.50	3.50	1.00	
61	33500	Hydrant meter - per day per backflow (RPZ) device 2" and larger fee to be deducted from the deposit		Water	51.072(3)e	2015	5.00	7.00	2.00	



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61	33500	Hydrant meter - per meter setting and removal charge by Water Division personnel		Water	51.072(3)f	2015	25.00	30.00	5.00	
61	33500	Hydrant meter minimum charge per monthly		Water	51.072B	2018	5.00	7.00	2.00	
61	33500	The charge for water sold in bulk shall be at a rate set by the City Manager		Water	51.073	2015	1.25 per 100 gallons	1.30 per 100 gallons		

ORDINANCE NO. \_\_\_\_\_

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

**SECTION 1** The amendments to the various sections of the Galesburg Code of Ordinances concerning applicable fees, as shown on Exhibit A which is attached hereto and incorporated by reference thereto, are hereby adopted and approved.

**SECTION 2** All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

**SECTION 3** This ordinance shall take effect on January 1, 2023, after its passage, approval and publication as provided by law.

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

Roll Call #: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER  
CITY OF GALESBURG  
SEPTEMBER 19, 2022**

**AGENDA ITEM:** Ordinance authorizing purchase of a property from the Knox County Trustee.

**SUMMARY RECOMMENDATION:** The Interim City Manager and Director of Community Development recommend adoption of the proposed ordinance authorizing purchase of 694 US Hwy 150 E.

**BACKGROUND:** In 2020, the city was working with some property owners along US Hwy 150 E to annex into the city. Both properties on either side of 694 US Hwy 150 E did go through the annexation process at that time. Staff began looking into the ownership of 694 US Hwy 150 E in order to contact the owners to see about their interest in annexing but learned the owners had passed away. The water has been off since September 2008 due to service leaks. We also learned the Knox County Trustee had already been purchasing the back taxes, so the city contacted the Trustee and informed them we had interest in acquiring the property once they had ownership.

The Knox County Trustee, on behalf of all taxing districts, acquired title to the above listed property and has agreed to convey the property to the City of Galesburg for \$823.00. The purchase price is based on the minimum cost of acquisition and conveyance through the county's Tax Liquidation Program.

The property contains a manufactured home and enclosed porch that are about 972 square feet and are in a state of dilapidation and uninhabitable. If Council approves the acquisition, staff will begin the process to annex the property into the city. After the property is annexed, the city will either demolish the buildings or would work with an interested adjacent property owner if they are willing to purchase and demolish the structures to expand their property.

**BUDGET IMPACT:** Sufficient funds are available in Property Redevelopment (Fund 23) for the acquisition and potential demolition.

**SUPPORTING DOCUMENTS:**

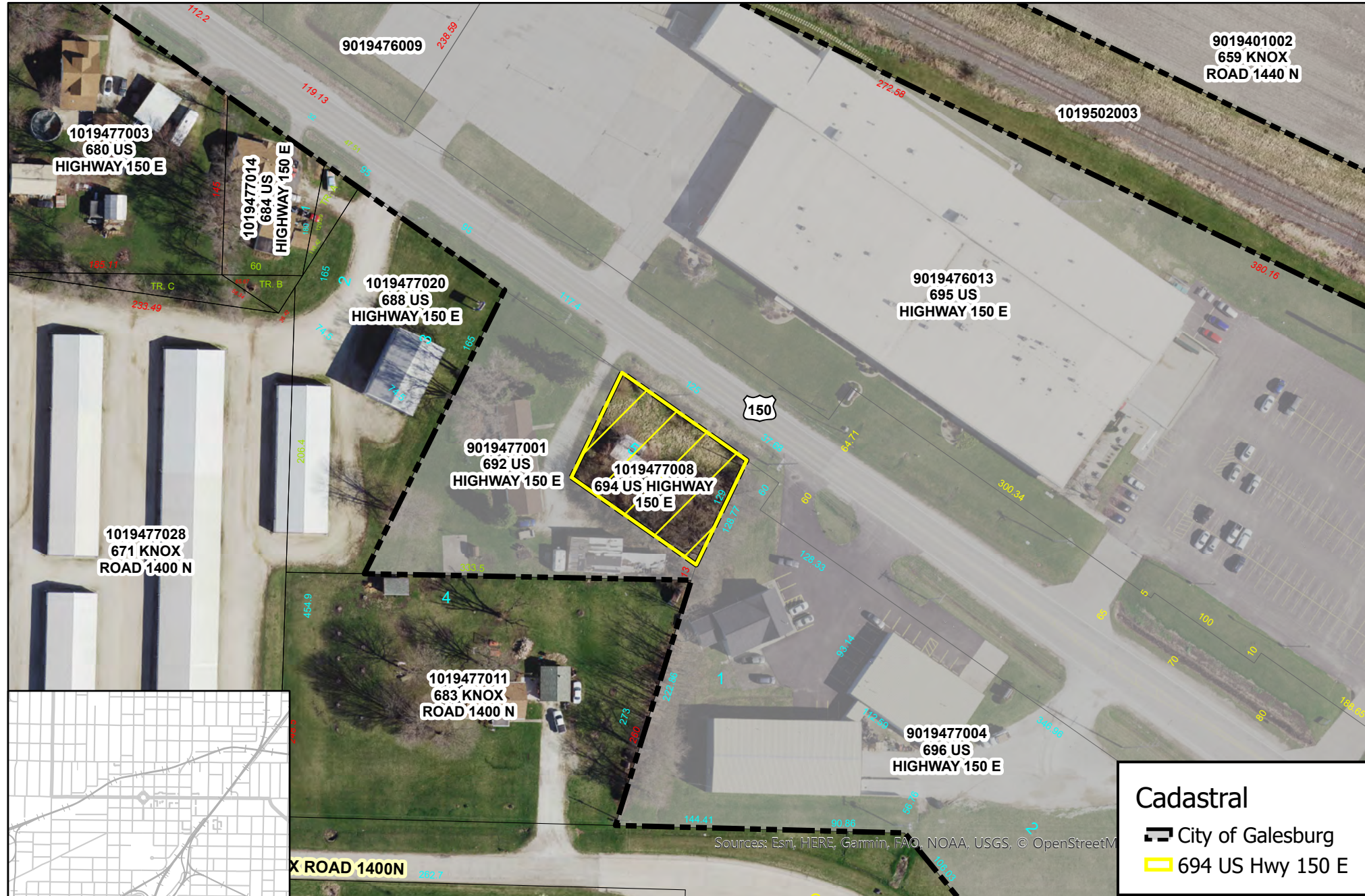
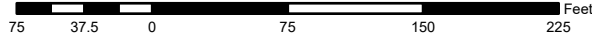
1. Aerial map – general location
2. Photos of property
3. Ordinance
4. Purchase contract



Community Development Department  
Operating Under Council-Manager Government Since 1957

# 694 US Hwy 150 E

Potential purchase of property



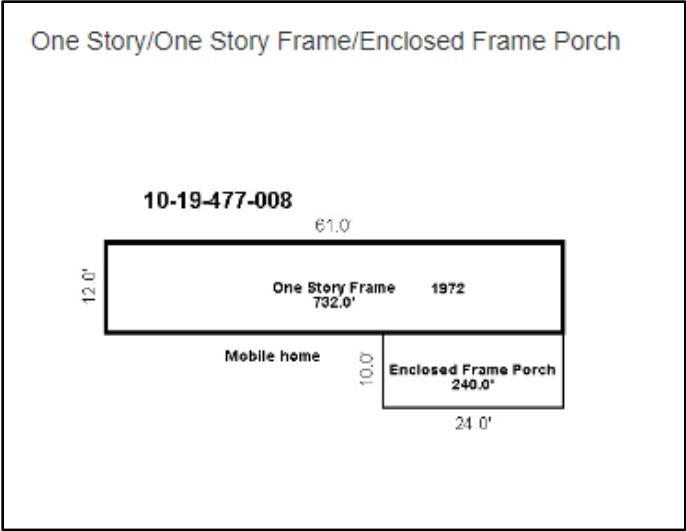
Cadastral

- City of Galesburg
- 694 US Hwy 150 E

September 12, 2022



694 US Hwy 150 E



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY FROM THE  
KNOX COUNTY TRUSTEE**

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

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

WHEREAS, the Knox County Trustee has acquired title to the property commonly known as 694 US Hwy 150 E (10-19-477-008), Galesburg, Illinois; and

WHEREAS, the corporate authorities find that acquisition of this parcel is in the best interest of the health, safety, and welfare of the residents of the City of Galesburg.

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

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

**SECTION TWO:** The Mayor and City Clerk are hereby authorized and directed to execute, and attest, respectively, the real estate purchase contract with the Knox County Trustee, which is attached to this ordinance as Exhibit A.

**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 roll call vote as follows:

Roll Call #:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

TRANSACTION NO. 0922908



## **PURCHASE CONTRACT**

**SELLER:** Knox County, As Trustee**PURCHASER:** City of Galesburg**SUBJECT PROPERTY:** 10-19-477-008**PROPERTY ADDRESS:** 694 US HIGHWAY 150 E**TOTAL CONSIDERATION (Purchase Price + Recording Fee):** **\$823.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2023.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder; and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SELLER:****PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**SELLER ADDRESS:**

c/o Delinquent Tax Agent  
P. O. Box 96  
Edwardsville, IL 62025-0096

**PURCHASER ADDRESS:**

City of Galesburg  
55 W Thompkins  
Galesburg, IL 61401



**CITY OF GALESBURG  
COUNCIL LETTER  
OCTOBER 3, 2022**

**AGENDA ITEM:** A resolution supporting continued efforts to resolve public safety concerns regarding the Illinois Safety, Accountability, Fairness and Equity-Today (SAFE-T) Act.

**SUMMARY RECOMMENDATION:** Per City Council request, a resolution supporting continued efforts to resolve public safety concerns regarding the SAFE-T Act is provided for council consideration.

**BACKGROUND:** On January 22, 2021, the Illinois Safety, Fairness and Equity-Today Act (SAFE-T Act) was signed into law, which imposes significant changes impacting many aspects of the criminal justice system, including pre-arrest diversion, policing, pretrial, sentencing, and corrections. Many provisions of the Act took effect on July 1, 2021, and the abolishment of cash bail will go into effect as of January 1, 2023.

**BUDGET IMPACT:** None

**SUPPORTING DOCUMENTS:**

1. Resolution

**A RESOLUTION SUPPORTING CONTINUED EFFORTS TO RESOLVE PUBLIC SAFETY CONCERNS  
REGARDING THE ILLINOIS SAFETY, ACCOUNTABILITY, FAIRNESS AND EQUITY-TODAY (SAFE-T) ACT**

WHEREAS, providing a safe and secure community for all City of Galesburg residents and businesses is a priority for the Galesburg City Council; and

WHEREAS, the City of Galesburg values changes that create a more equitable and safe criminal justice system; and

WHEREAS, the City of Galesburg Police Department values transparency, accountability, and fairness while providing law enforcement services that creates and maintains a safe environment for all residents; and

WHEREAS, on January 22, 2021, the Illinois Safety, Fairness and Equity-Today Act ("SAFE-T Act") was signed into law, which imposes significant changes impacting many aspects of the criminal justice system, including pre-arrest diversion, policing, pretrial, sentencing, and corrections; and

WHEREAS, the state legislature has since made some changes to the SAFE-T Act but there are still many provisions in the new law that are not workable and/or could create public safety concerns; and

WHEREAS, the law abolishes cash bail as of Jan. 1, 2023, and the majority of defendants will be released from custody without posting monetary bail; and

WHEREAS, only individuals who are charged with specific crimes, such as forcible felonies for which a sentence of imprisonment without probation is required by conviction, and upon a showing by the State that the release poses a specific, real, and present threat to any person, or has a high likelihood of willful flight, may be held without the possibility of bail; and

WHEREAS, this could deny some crime victims their constitutional rights from Article 1, Section 8.1 of the Illinois Constitution, codified in the Rights of Crime Victims and Witnesses Act, that mandates that crime victims shall have the right to have their safety and that of their families considered in denying or fixing the amount of bail, determining whether to release the defendant and setting conditions of release after arrest and conviction; and

WHEREAS, eliminating bail not only contradicts previously established law, it places crime victims at a greater risk to be re-victimized, and subjects witnesses to threats and intimidation; and

WHEREAS, the law severely weakens the habitual-crime statutes and “three strikes” sentencing laws making it harder for our criminal justice system to keep repeat violent offenders off the streets and behind bars; and

WHEREAS, the mandatory additional training requirements that are imposed by this act, without any additional resources to pay for the training, causes economic burden to the city taxpayers; and

WHEREAS, the Police Chief for the City of Galesburg worked with the Illinois Association of Chiefs of Police to share public safety concerns about the SAFE-T Act after its initial release, and during consideration of subsequent trailer bills; and

WHEREAS, the City of Galesburg supports certain elements of the SAFE-T Act and has already implemented elements including police body cameras and use of force training; and

WHEREAS, the SAFE-T Act contains several elements that impact the ability for the City of Galesburg to most effectively provide police services, including, but not limited to; limiting the imposition of cash bail for many cases, limiting police officer discretion to make arrests, imposition of police certification and decertification standards, and mandating custodial accommodations; and

WHEREAS, the implementation of the SAFE-T Act as currently written could negatively affect the safety of citizens in our community; and

WHEREAS, there is an opportunity for legislators to continue to work with public safety representatives and all community stakeholders to further amend the SAFE-T Act to address outstanding public safety concerns while maintaining elements that create a more equitable and safe criminal justice system; and

WHEREAS, a failure to remove or amend these provisions or repeal the SAFE-T Act prior to Jan. 1, 2023 could put the safety of law-abiding citizens and police officers at risk.

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

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

**SECTION 2:** The City of Galesburg requests that state legislators work with public safety representatives and all community stakeholders to fix remaining problems with the SAFE-T Act; including, but not limited to, limiting the imposition of cash bail, limiting police officer discretion to make arrests, imposition of police certification and decertification standards, allowing offenders to violate terms of their release, and violating victims' rights as outlined in Illinois law.

**SECTION 3:** The City of Galesburg requests that these provisions are removed, amended, or that the SAFE-T Act be repealed

**SECTION 4:** This Resolution shall be effective immediately upon its adoption as provided by law.

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

Roll Call #:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG  
COUNCIL LETTER  
OCTOBER 3, 2022**

**AGENDA ITEM:** Bid recommendation, upgrades to Hawthorne Pool pump room for operational purposes.

**SUMMARY RECOMMENDATION:** The Interim City Manager, Director of Parks and Recreation and Purchasing Agent recommend approval of the adjusted bid from J.P. Benbow Plumbing & Heating Co. Inc. in the amount of \$93,088.

**BACKGROUND:** The existing features of the pump room are in poor condition and need an upgrade for operational purposes. Performing the work during the current closure for renovations is optimal to avoid future mechanical closures.

The scope of work on this project will include the following:

- Lochinvar Model APN500 pool heater rated at 500,000 BTU input and up to 98% efficiency, with complete installation (Option 1 – Higher efficiency heater)
- Furnished and installed pool pump, motor, and impeller. Reconnection to piping with all new electrical
- Replace three gear operated valves
- Replace 8" water activated control valve
- Replace duplex condensate pump
- Replace bad 8" piping and valve in concrete well.

In addition to advertising in the Register Mail and posting the bid to the purchasing page on the city's website, eight known IDPH state vendors were contacted to provide a bid for the upgrades to the Hawthorne Pool pump room. One bid was received from J.P. Benbow Plumbing and Heating Co. Inc., which provided for a pump room upgrade with a 98% efficiency pool heater for \$104,375. Staff were able to work with the vendor to reduce the total cost by \$11,287 by changing the 20 hp pump in the original design to a 15 hp pump, as well as altering the brand of condensate pump utilized. It is recommended to approve the adjusted bid with these changes, for a total cost of \$93,088.

The Purchasing Agent contacted several of the vendors to determine the reason for the lack of bids submitted for this project, and all stated their company did not have adequate manpower to provide a proper bid for new projects at this time.

City staff recommend approval of the adjusted bid by J.P. Benbow in the amount of \$93,088.00. Installation is anticipated to begin the week of May 15<sup>th</sup>, 2023.

**BUDGET IMPACT:** There are sufficient funds in the Planning Fund (54) for this purchase.

**SUPPORTING DOCUMENTS:**

1. Bid Tabulation

# CITY OF GALESBURG

Finance Department

Bid Tabulation - Hawthorne Pool Pump Room Upgrade

Date: 9/23/2022

Attended by: T Miller/D Miles

<b>Company</b>	<b>JP Benbow Plumbing &amp; Heating</b>		
<b>City,State</b>	<b>Galesburg, IL</b>		
Hawthorne Pool Pump Room Upgrade			
Option 1: Upgrade with pool heater up to 98% efficiency	\$104,375.00		
Option 2: Upgrade with pool heater up to 82% efficiency	\$99,257.00		
Optional bid to refurbish the centrifugal pool pump and impeller in lieu of replacing items	NA		
Start Date	25 weeks		
Completion Date	Approx 6/1/2023		
Bid Bond	x		

**COUNCIL LETTER  
CITY OF GALESBURG  
OCTOBER 3, 2022**

**AGENDA ITEM:** Consider a Professional Services Agreement with Klingner Associates, P.C. for the demolition of 29 Public Square, Property Identification Number 99-10-457-004.

**SUMMARY RECOMMENDATION:** The Interim City Manager, and Director of Community Development recommend the City Council approve the Professional Services Agreement.

**BACKGROUND:** In March 2022, Council approved moving forward with the demolition process. The property continues to be broken into by people sheltering and illegally removing items from the building. There have been eight Administrative Adjudication cases for nuisance and criminal violations since the hotel closed in the Spring of 2020. The cases have resulted in unpaid fines and fees of \$16,514.20. There are also outstanding water bills of \$4,881.35. There has been no water to the building since 02/25/21 leaving it with zero fire protection. There are signs of concrete spalling off the building, multiple broken windows and doors that have had to be boarded up, the roofing material is beyond its useful life and much of it has blown off allowing infiltration of inclement weather. The removal of this blighted building will remove a public safety hazard to citizens and make way for future development. A complaint has been filed in Knox County Court and the city is seeking an Order for Demolition.

If the Council agrees to this Professional Services Agreement, once the city has the Order for Demolition, the following services will be provided at a cost of \$20,500:

- Construction documents, including a plan exhibit identifying buildings and site features to be demolished and general guidance for finish grading, bidding documents, etc.
- Technical Specifications following asbestos remediation including removal of buildings, placement of fill, topsoil, finish grading, erosion control and seeding.
- Bidding Services including a pre-bid meeting, responding to questions, preparing addendums (if required), attending bid opening, and providing a recommendation.
- Construction Administration including one pre-construction meeting, reviewing submittals, 10 site visits to observe demolition, reviewing all pay applications and lien waivers, providing a punch list and certificate of substantial completion.

**BUDGET IMPACT:** Sufficient funds are available in the Property Redevelopment fund for this Professional Services Agreement.

**SUPPORTING DOCUMENTS:**

1. Professional Services Agreement



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**PROPOSAL FOR:** City of Galesburg, Illinois  
**PROJECT:** Broadview Hotel Demolition – 29 Public Square, Galesburg, IL 61401  
**DATE:** September 7, 2022

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**A. PROJECT DESCRIPTION / UNDERSTANDING**

The City of Galesburg (Client) has requested Klingner & Associates, P.C. (Klingner) to provide bidding documents for the demolition of two (2) existing buildings located at 29 Public Square in Galesburg, Illinois. The buildings include the former seven story Broadview Hotel and the associated attached single-story restaurant. The City of Galesburg has requested that Klingner provide a proposal for construction documents and specifications, bidding services, and construction administration and observation. Asbestos inspection services will be provided under our existing contract with the City of Galesburg.

**B. SCOPE OF SERVICES**

Klingner's Scope of Services will be for architectural and engineering services with the following phases: Construction Documents (CD), Bidding, and Construction Administration (CA). A full description of phases is included below.

The scope of services will be provided in accordance with the Klingner & Associates, P.C. attached General Terms and Conditions.

**C. CONSTRUCTION DOCUMENTS (CD).**

The CDs will serve as the building permit, bid and construction set. Klingner will prepare Construction Documents to accompany the technical specifications. Deliverables during this phase include:

1. Plan Exhibit – plan preparation utilizing available GIS data as a base. This will include aerial photography. The exhibit will identify the buildings and site features to be demolished along with general guidance for finish grading and surface restoration / seeing areas.
2. Existing Drawing Documents Exhibit – existing drawings (Howard Johnson's) received from the Client dated September 3, 1974 will be listed as additional exhibit in the Construction Documents.
3. Advertisement for Bids.
4. Bid Proposal Form.
5. Bid Security Form.
6. Notice of Award.
7. Agreement Form.
8. Notice to Proceed.
9. Performance and Payment Bond Form.
10. Supplementary Conditions.
11. General Conditions.
12. Summary of Work.
13. Use of Site.

#### **D. DEMOLITION TECHNICAL SPECIFICATIONS**

Prepare technical specifications for demolition of existing buildings following asbestos remediation. Specifications will include technical specifications for the removal of the existing buildings, providing and placement of fill, topsoil, finish grading, erosion control and seeding. Anticipated specification sections are as follows:

1. 024100 Demolition.
2. 312300 Excavation and Fill.
3. 312513 Erosion Control.
4. 329219 Seeding.

#### **E. PERMIT ASSISTANCE**

There are no permit services included in this Scope of Services.

#### **F. BIDDING SERVICES**

Klingner will assist the Client with bidding services as follows:

1. Send bidding documents to the Client for distribution.
2. Conduct one (1) pre-bid meeting at the project site and circulate minutes from the meeting.
3. Respond to questions and prepare addendum (if required) and send to Client for distribution.
4. Attend bid opening and prepare bid tabulation and recommendation to the Client regarding the potential award of a contract. Bids will be opened by the Client.

#### **G. CONSTRUCTION ADMINISTRATION**

Klingner will perform the following construction administration services:

1. Draft AIA contract between Owner and Contractor (AIA 101).
2. Attend one (1) pre-construction meeting. Contractor to provide minutes.
3. Review submittals, requests for information and change order requests.
4. Perform observation of construction on site via ten (10) periodic site visits.
5. Review all Pay Applications and Waivers of Lien.
6. Provide one (1) punch list view of the project. Provide Certificate of Substantial Completion.

#### **H. SCHEDULE**

A mutually agreed upon schedule will be coordinated with the Client.

#### **I. REIMBURSABLE EXPENSES**

Reimbursable expenses will be charged according to the attached "Reimbursable Expense Itemization". We do not anticipate any reimbursable expenses at this time.

**J. AVAILABLE SERVICES**

The following Additional Services are outside the Scope of Services as defined above and are to be discussed with the Client prior to execution. Additional Services, if requested by the Client, will be billed hourly unless otherwise specified:

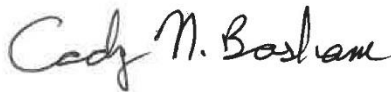
- Anything not specifically listed as included above.
- Additional environmental services.
- Construction material testing.
- Additional site visits.

**K. FEES AND EXPENSES**

Our services will be charged on a Lump Sum basis of Twenty Thousand Five Hundred Dollars and No/100 (\$20,500.00).

**L. APPROVAL**

All services will be completed in accordance with the attached General Terms & Conditions.



9/8/2022

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**Cody N. Basham**  
Senior Architect  
Klingner & Associates, P.C.

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Date

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**City of Galesburg**

---

Date

# GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

**SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

**STANDARD OF PRACTICE:** Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

**FIDUCIARY RESPONSIBILITY:** The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

**CHANGED CONDITIONS:** This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

**INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

**UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

**CHANGE ORDERS:** The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

**BETTERMENT:** If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**COMPENSATION METHODS:** The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

**PAYMENT:** The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment of invoice is due within fifteen (15) calendar days from the date invoiced. If not paid within thirty (30) calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. If Client chooses to make payment by credit card, a five percent (5%) fee will be added to the invoice amount. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

**RISK ALLOCATION:** The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

**LIMITATION OF LIABILITY:** For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

**CONSTRUCTION CONTINGENCY:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

**DEFECTS IN SERVICE:** The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

**ILLINOIS REVISED STATUTES COMPLIANCE:** The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

**TIME OF COMPLETION:** The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

**OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

**ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

**OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

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

**CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

**AUTHORITY AND RESPONSIBILITY:** The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

**TERMINATION:** This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

**DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

**INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

**FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

**RIGHT OF ENTRY:** Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

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

**REIMBURSABLE EXPENSE ITEMIZATION**  
EFFECTIVE JANUARY 1, 2022 THROUGH JUNE 30, 2022

**PRINTING**

REPORTS, MANUALS, SPECIFICATIONS COPIES

	<u>B &amp; W</u>	<u>Color</u>
8 1/2" x 11", including Collating & Binding.....	\$ 0.17 Each	\$ 0.50 Each
8 1/2" x 14", including Collating & Binding.....	\$ 0.21 Each	\$ 0.75 Each
11" x 17", including Collating & Binding.....	\$ 0.28 Each	\$ 1.15 Each

PLAN SHEETS (*Based On Square Footage Of Media Used*)

	<u>B &amp; W</u>	<u>Color</u>
Bond.....	\$ 0.55/sq ft	2.00/sq ft
Vellum .....	\$ 0.65/sq ft	2.40/sq ft
Mylar .....	\$ 0.80/sq ft	3.00/sq ft

**COMPUTER PLOTTING**

Labor cost plus media (*\$40.00 minimum charge for non-project related plotting*)

**GENERAL ITEMS**

Mileage ( <i>may adjust due to fuel fluctuations</i> ) .....	\$ 0.585 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc).....	At Cost + 15%
Computer Aided Design/Drafting .....	\$ 15.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging.....	At Cost
Non-reusable Supplies .....	At Cost + 15%
Boat.....	\$ 220.00/Day
ATV .....	\$ 73.00/Day
ATV-Truck .....	\$ 108.00/Day
Digital CD Copies .....	\$ 6.00 Ea + Labor

**SURVEY ITEMS**

Three Dimensional Scanning.....	\$200.00/Hour
Global Positioning & Robotic Survey Instrument.....	\$29.00/Hour
Drone (Imagery) .....	\$50.00/Hour
Drone (Survey) .....	\$125.00/Hour
Drone (Survey Software) .....	\$225.00/Day
Wood Lath.....	\$ 1.45 Each
2" x 2" or 1" x 2" Wood Hub .....	\$ 1.45 Each
Wood Paddle Stake .....	\$ 1.70 Each
Concrete Monument .....	\$62.00 Each
Wire Flag Marker .....	\$ 0.20 Each
Iron Pipe Marker .....	\$13.50 Each
Rebar Pin Marker .....	\$ 3.00 Each
Fence Post .....	\$ 9.50 Each
GPS Monuments .....	At Cost
Recorder, Filing Fees .....	At Cost

**ENVIRONMENTAL ITEMS**

Peristaltic Pump.....	\$85.00/Day
Bailer.....	\$10.00 Each
PID Meter .....	\$90.00/Day
pH Meter.....	\$11.00/Day
Geoprobe .....	\$90.00/Hour
Bentonite .....	\$18.00/Bag
Sand.....	\$11.00/Bag

**TESTING SERVICES**

Concrete Slump and Air Tests (ASTM C143 and ASTM C231) .....	At Labor
Concrete Cylinder Molds.....	\$4.00 Each
Concrete Cylinder Tests (ASTM C39, ASTM C617, and ASTM C31) .....	\$25.00/Test + Labor
Concrete Cylinder Tests (ASTM C39, ASTM C617, and ASTM C31) .....	Cured but not tested.....
Moisture vs Density (Standard ASTM D698).....	\$210.00 Each
Atterberg Limits: (Plastic Limit, Liquid Limit & Plasticity Index - ASTM D4318).....	\$89.00 Each
Nuclear Density Tests in-Place (ASTM D2922, ASTM D2950, and ASTM D3017) .....	\$21.00 Each + Labor

**ADDITIONAL SERVICES**

Specialty Consultants .....	Cost + 15%
Laboratory Analysis .....	Cost + 15%
Aerial Photography .....	Cost + 15%
Custom Reproductions .....	Cost + 15%

Reimb Exp effective 01-01-22  
Per diem

**CITY OF GALESBURG  
COUNCIL LETTER  
OCTOBER 3, 2022**

**AGENDA ITEM:** Forgivable loan agreement with the Illinois Environmental Protection Agency (IEPA) through the Public Water Supply Loan Program for replacement of lead water service lines (Phase 6).

**SUMMARY RECOMMENDATION:** The Interim City Manager and Water Superintendent recommend approval of the loan agreement in the total amount of \$2,000,000.

**BACKGROUND:** The loan agreement from IEPA is for a 100 percent forgivable loan that will reimburse the City for all project costs up to \$2,000,000. There will not be any payment of principal or interest required by the City for this loan. The loan will be forgiven as it is expensed so there will be no interest. The City Council approved a bid in the amount of \$2,615,850 with JC Dillon Inc at their July 5, 2022 meeting. In addition to the construction costs, there are preliminary engineering, and construction engineering costs that are \$15,000 and \$70,000 respectively, which total \$2,700,850. However, the bid for this project includes replacing an estimated 500 lead service lines, but the actual number that need to be replaced are only 400 service lines. This will lower the total to about \$2,300,000. It is planned for the City to pay the \$300,000 in excess of the grant in order to get all the lead water lines replaced in 2023.

The Contractor will plan to begin replacing lead lines in the fall of 2022 and proposes to have them all completed by August of 2023. A City Water Division employee will be assisting with inspection of the project as well as an employee from Bruner, Cooper, and Zuck, Inc. The City Water Division will be changing out water meters that are older than five years old while they are in the home since they are due to be upgraded soon.

**BUDGET IMPACT:** The City will be reimbursed 100 percent of the cost for this work from the IEPA forgivable loan up to \$2 million. The City Water Fund will pay the excess above \$2 million, which is estimated to be \$300,000.

**SUPPORTING DOCUMENTS:**

1. Loan Agreement

**LENDER:**

Illinois Environmental Protection Agency  
Bureau of Water  
Infrastructure Financial Assistance Section  
P.O. Box 19276  
1021 North Grand Avenue, East  
Springfield, IL 62794-9276

**RECIPIENT:**

City of Galesburg  
55 West Tompkins Street P.O. Box 1387  
Galesburg, IL 61402

FEIN: 376001160

**TERMS OF THE LOAN**

		<u>Estimated Dates</u>	
Loan amount:	\$2,000,000.00	Construction start:	10/28/2022
Annual fixed loan rate:	1.04%	Construction complete:	08/24/2023
Term:	20 years	Initiation of operation:	08/24/2023
Repayments:	Semi-Annual	Initiation of repayment period:	08/24/2023
		First repayment due:	02/24/2023
		Final repayment due:	08/24/2042

**LOAN OFFER AND ACCEPTANCE****Offer by the State of Illinois Environmental Protection Agency**

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Public Water Supply Loan Program (35 Ill. Adm. Code 662) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.



Agency Signature

Director

Title

John J. Kim

Name

9/19/22

Date

**This offer must be accepted on or before 10/28/2022.**

Acceptance on behalf of the Borrower

Authorized Representative (Signature)

Date

Name and Title of Authorized Representative (Type or Print)



**PROJECT DESCRIPTION**

The project consists of the replacement of approximately 500 lead water service lines within the City of Galesburg. This is the 6th phase of lead water service line replacements. No construction permits are required for this project.

**PROJECT BUDGET**

	<b>TOTAL</b>	<b>ELIGIBLE</b>
Design Engineering - Bruner, Cooper & Zuck, Inc.	\$15,000.00	\$15,000.00
Construction Engineering - Bruner, Cooper & Zuck, Inc.	\$70,000.00	\$70,000.00
Construction - J.C. Dillon, Inc.	\$2,614,175.00	\$2,614,175.00
Contingency	\$78,425.25	\$78,425.25
<b>TOTAL</b>	<b>\$2,777,600.25</b>	<b>\$2,777,600.25</b>

The loan amount is \$2,000,000.00.

**OTHER FUNDING SOURCES/COSTS EXCLUDED**

This loan qualifies for an Environmental Discount Rate; therefore, the base interest rate was reduced by 0.2% from 1.24% to 1.04% in accordance with 662.210.

The loan is limited to \$2,000,000.00, which is the amount set forth in the loan authorizing ordinance. The City will use local funds to cover all project costs above the loan amount.

**SPECIAL CONDITIONS**

1. In accordance with the Procedures for Issuing Loans from the Public Water Supply Loan Program Title 35 Ill. Adm. Code 662. 250 (Loan Rules), \$2,000,000.00 of the loan amount will be forgiven by the State of Illinois (State) pursuant to principal forgiveness provisions contained in the Loan Rules.
2. The Illinois Environmental Protection Agency recommends that the utility flush the new service lines according to Section 4.4.1 of AWWA C810-17 and leave Attachment B with each customer as instructions for flushing of the interior plumbing.

**STANDARD CONDITIONS**

Please see Attachment A.

## Attachment A

Loan Recipient: City of Galesburg  
L175826

### Loan Agreement--Standard Conditions Illinois EPA Public Water Supply Loan Program

#### 1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the loan recipient and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

#### 2. AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS

This Loan Agreement is contingent upon and subject to the availability of sufficient funds. The Agency may terminate or suspend this Loan Agreement, in whole or in part, without penalty or further disbursements being required, if (i) sufficient State funds have not been appropriated to the Agency or sufficient Federal funds have not been made available to the Agency by the Federal funding source, (ii) the Governor or the Agency reserves appropriated funds, or (iii) the Governor or the Agency determines that appropriated funds or Federal funds may not be available for payment. The Agency shall provide notice, in writing, to the loan recipient of any such funding failure and its election to terminate or suspend this Loan Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the loan recipient's receipt of notice. Should the Agency terminate or suspend this Loan Agreement as described above, the loan recipient shall still be required to repay to the Agency in accordance with this Loan Agreement the total amount of loan disbursements made by the Agency.

#### 3. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests shall be submitted quarterly and will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment. If the loan recipient reimburses their contractor(s) prior to requesting funds from Illinois EPA, the Loan Recipient shall request as quickly as possible, but in no event later than dictated by Section 5 of the submitted Tax Compliance Certificate and Agreement, reimbursement from the Agency.

#### 4. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, Principal Payments and Principal Forgiveness.

a) In accordance with Ill. Adm. Code 662.210, the fixed rate is comprised of interest and loan support, both of which are established annually. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.

b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.

c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.

d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below, less the amount of principal forgiveness as may be defined in the special condition(s) of this loan agreement. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.

e) The final principal amount will be determined by the Agency after a final disbursement request and project review have been made to ensure all applicable loan conditions have been satisfied.

f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.

h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.

i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

## 5. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

## 6. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site.

## 7. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act (415 ILCS 5/1 et seq.) or Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

## 8. CONSTRUCTION COMPLETION- FINAL INSPECTION.

The loan recipient shall notify the Agency's Infrastructure Financial Assistance Section's (IFAS) Post Construction Unit in writing within 30 days from the construction completion date and shall submit the final change order, along with the contractor's final costs. Within 90 days from the construction completion date the loan recipient shall forward one (1) copy of the final plans of record to the appropriate Agency regional field office and one (1) copy to the Agency's IFAS Post Construction Unit. In addition, a completed "Certificate Regarding O & M" (available on the Agency website) shall be sent to the Agency's IFAS Post Construction Unit. The regional field office may contact the loan recipient to schedule a final inspection following submittal of the final plans of record.

9. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final loan closing for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.460.

10. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

11. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.510 Delinquent Loan Repayments.

b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.

c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 15 days.

d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

12. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance number 66.468), which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from both the Drinking Water and Wastewater State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

13. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

- a) All provisions of federal, State and local law.
- b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
- c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

14. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.350(a)(9)(C).

15. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets per GASB Statement No. 34. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date.

The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

#### 16. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time the aggregate principal amount of one or more of the recipient's outstanding loans with the Agency, which are pledged to secure bonds issued on behalf of the Agency, exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

#### 17. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site.

#### 18. USE OF AMERICAN IRON AND STEEL

The loan recipient will be required to comply with the "Use of American Iron and Steel" requirements as contained in Section 436 (a) – (f) of H.R. 3547, the "Consolidated Appropriations Act, 2014".

#### 19. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

#### 20. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

- a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
- b) New Restrictions on Lobbying at 40 CFR, Part 34
- c) Immigration and Naturalization Service Employment Eligibility Rules, (I-9 Forms)
- d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
- e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)
- f) Section 504 of the Rehabilitation Act of 1973 - Prohibits exclusion and employment discrimination based on a disability.
- g) Title VI of the Civil Rights Acts of 1964 - Prohibits discrimination or exclusion based on race, color, or national origin.

#### 21. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

22. FISCAL SUSTAINABILITY PLAN REQUIREMENTS

The loan recipient shall comply with the Fiscal Sustainability Plan (FSP) requirement contained in Section 603(d)(1)(E) of the Federal Water Pollution Control Act by submitting a certification that they have developed and implemented a FSP. This provision applies to all loans for which the borrower submitted a loan application on or after October 1, 2014. The Agency will send the loan recipient a FSP Development Certification form prior to final loan closing which shall be submitted and returned as directed. This condition only applies to loans issued from the Water Pollution Control Loan Program. This condition does not apply to Public Water Supply loans.

23. SIGNAGE REQUIREMENT

The loan recipient shall meet a signage requirement by posting a sign at the project site or making an equivalent public notification such as a newspaper or newsletter publication; utility bill insert; or online posting for the project duration. After the signage requirement is met, documentation must be submitted to the IEPA using the Public Notification/Signage Requirement Certificate of Completion. Guidance is available on the IEPA website.

24. ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq)

For loans with an estimated total project cost of \$500,000 or more, the loan recipient will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. 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. 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. Loan recipients will be permitted to seek a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20 (b). The loan recipient must ensure compliance for the life of the entire project, including the term of the loan and after the term ends, if applicable, and will be required to report on and certify its compliance.

- a. The loan recipient will shall submit to IEPA an IL Works Apprenticeship Initiative Budget Supplement form within 90 days of executing the loan agreement. The form is available at:  
<https://www2.illinois.gov/dceo/WorkforceDevelopment/Pages/IllinoisWorksJobsProgramAct.aspx>.
- b. Compliance includes submitting quarterly reporting of apprenticeship goals until the project is complete even if the project extends beyond the original term of the loan agreement. Quarterly reports must be submitted to the Agency within 20 days after a quarter ends. Quarterly reports shall be submitted using the reporting form available at the website listed in 24a. (above).
- c. All State contracts and grant agreements funding State contracts shall include a requirement that the contractor and subcontractor shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel.

## **Attachment B**

### **Customer Flushing After Lead Service Line Replacement**

The replacement of lead service lines may temporarily increase lead concentrations in drinking water due to the release of metal from scale on pipes in the home that have not been replaced. The lead concentration should decrease after time. The contractor has flushed the new service line to your home. It is strongly recommended that the interior plumbing also be flushed now that the new service line is installed. See the flushing procedure below that is recommended by the American Water Works Association.

#### **Instructions for Customer Flushing of Interior Plumbing**

1. Find all the faucets that will drain, including the basement and all floors in your house.
2. Remove aerators and screens whenever possible, including the shower heads, from all faucets you plan to flush.
3. Include the laundry tubs, hose-bibs, bathtubs, and showers as flushing points.
4. After all the aerators are off, open the faucets in the basement or lowest floor in the house. Leave all faucets running at highest rate possible, using cold water.
5. After the faucets are all open in lowest floor, open the faucets on next highest floor of the house. Continue until faucets are open on all floors.
6. After all faucets are opened, leave the water running for at least 30 minutes.
7. After 30 minutes, turn off the first faucet you opened and continue to turn off other faucets in the same order you turned them on.
8. Clean aerators/screens at each faucet. You may need to replace screens/aerators if too old or worn.

#### **Water Testing Following Replacement**

Approximately one month after service line replacement, collection of a sample for lead testing is recommended. The sample should be a first-draw sample after water has not been used for at least 6 hours. The sample must be collected from a tap used frequently inside the home, preferably from the kitchen. Collect the sample with the aerator on, at maximum flow, and in a wide-mouth sample bottle.

As a precaution, until the sample is collected and analyzed, the customer should do a miniflush of premise plumbing by running tap water each morning or when the water sits in the pipe for at least 6 hours. Flush for 5 minutes to displace water that has been sitting in the pipes inside the house and in the service line. This could include taking a shower, running the dishwasher, flushing a toilet, collecting water for plants/garden, or running the faucet. The customer should do this before using any water for drinking, cooking, infant formula, and so on. Daily miniflushes should continue for six months or until lead sample results show the lead level is below the regulatory

**COUNCIL LETTER  
CITY OF GALESBURG  
OCTOBER 3, 2022**

**AGENDA ITEM:** Consider approval of an agreement for the City's residential solid waste collection and disposal services.

**SUMMARY RECOMMENDATION:** The Interim City Manager and Director of Community Development recommend the City Council approve the five year agreement offered by Waste Management of Illinois, Inc for Refuse collection using a 96 gallon wheeled cart plus up to 2 additional refuse containers of less than 33 gallon capacity and less than 50 pounds in weight per container; Bi-weekly curbside recycling using a wheeled carts; Curbside yard waste collection (including 9 months of weekly collection and three months of monthly collection); Collection of refuse, yard waste and recycling from various city facilities; At Your Door service to provide for collection of hazardous waste and other items; and a Compost back haul program where compost will be hauled from the Knox County Landfill Composting facility to the City Oversized Brush Facility on Pickard Rd for residents to pick up and use at their homes.

**BACKGROUND:** The City's current agreement with Waste Management will expire December 31, 2022. A Request for Proposals was issued in May 2022 and the response from Waste Management provide the lowest price and offered more services. While the proposed agreement is for five years, it does provide for one automatic extension of two years unless either party provides at least 180 days' written notice. The City has had a positive working relationship with Waste Management.

The At Your Door program would be new to Galesburg residential customers that provides opportunities to dispose of items that either currently do not have an option for disposal or have limited options. An explanation of the service and list of items that can be collected are included in Exhibit A. Waste Management has also provided the following [link to a YouTube video](#) that provides an overview of the service.

Currently, a customer needs to purchase an oversized sticker to dispose of any White Good or Bulk Refuse/Oversized item, other than two times per year. In the proposed contract, a customer would be able to place one White Good and one Bulk Item out every month without the need to purchase a sticker. If customers have more than one item per month, they can still dispose of them, but will need to purchase and apply an oversized sticker on them. This will hopefully encourage some to dispose of items instead of storing them on their properties.

Through cooperation between the City and Waste Management, there will be public promotion and education provided through various means. The annual Recycling and Refuse brochure that has been done in previous years will continue to be updated and sent out to keep customers informed of programs, policies, preparation requirements, holidays, collection days and other valuable information. Waste Management will send emails (when available) and/or stickers on-site to minimize instances of overages and contamination. Waste Management will also provide



a website created specifically for Galesburg with information and they will continue to maintain their staffed local office on South Henderson St. Social media is used by both Waste Management and the City to put information out, as well as press releases issued by the City.

**BUDGET IMPACT:** The City annually budgets for residential solid waste collection and disposal services. If the recommended service is approved, the monthly service rate for Waste Management services related to solid waste disposal services would increase from \$16.70 (FY22) to \$18.54 (FY23).

**SUPPORTING DOCUMENTS:**

1. Agreement with Waste Management of Illinois, Inc.
2. Exhibit A – At Your Door Service

## **AGREEMENT FOR RESIDENTIAL AND CITY FACILITIES SOLID WASTE SERVICES**

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this \_\_\_\_ day of October, 2022 (the “Effective Date”) by and between WASTE MANAGEMENT OF ILLINOIS, INC., a corporation organized and existing under the laws of the State of Delaware (hereafter “Company”), and The City of Galesburg, a municipal corporation created under the laws of the State of Illinois (hereafter “City”) (Company and City each a “Party” and collectively the “Parties”).

**WHEREAS**, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

**WHEREAS**, Company and its affiliates have extensive experience in providing such services; and

**WHEREAS**, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

### **1. DEFINITIONS**

a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State of Illinois or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

**“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

b. **“Bulky Waste”** means large household items that do not properly fit in the Service Recipient’s Cart, or bundled or bagged Solid Waste, that do not exceed five feet in length and weigh no more than fifty (50) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses and small appliances. Bulky Waste excludes any Unacceptable Waste and White Goods.

c. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

d. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal, or Processing facility, and subsequently disposed or processed.

e. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

f. **“Container”** means a Bin, Cart or Roll-Off Container.

g. **“Contamination”** refers to materials placed in a Recyclables container other than Recyclables, or material placed in a Green Waste container other than Green Waste.

h. **“Contamination Charge”** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating Solid Waste or Green Waste placed in Recyclable’s containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

i. **“Dwelling Unit”** means a single unit, with separate access for each unit, providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. However, Dwelling Unit does not include a hotel or motel unit.

j. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

k. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than five (5) feet in its longest dimension or five (5) inches in diameter and weigh no more than fifty (50) pounds. Green Waste includes, but is not limited to, plant debris such as grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

l. **“Multi-Family Complex”** means any Premises with four (4) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

m. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

n. **“Overage”** is defined as (i) Refuse, Recyclables or Green Waste exceeding its Container’s intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse, Recyclables or Green Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

o. **“Overage Charge”** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

p. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

q. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Green Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Green Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.

r. **“Rates”** means the fees to be charged by Company to the City, and paid by City to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.

s. **“Recyclables”** means the materials described as such in Exhibit B.

t. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Green Waste set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

u. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.

v. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

w. **“Service Area”** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

x. **“Service Recipient”** means an owner or occupant of a Residential Premises.

y. **“Single-Family Premises”** means (i) any Premises with less than four (4) Dwelling Units, and (ii) any Premises with three (3) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

z. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

aa. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

bb. **“White Goods”** means refrigerators, freezers, stoves, water heaters, air conditioners, humidifiers, and other similar domestic large appliances such as washer, dryers with components (refrigerant gas or freon) removed by Service Recipient before collection.

2. **TERM.** Subject to satisfaction of the condition precedent below, the Term of this Agreement shall be for five (5) years commencing on January 1, 2023 (the “Commencement Date”) and expiring December 31, 2027, with one (1) automatic extension of two (2) years, unless either Party gives the other at least 180 days’ advance written notice of the intention to terminate the Agreement at the end of the then-current term. As a condition precedent to the commencement of this Agreement, the City must enter into a disposal agreement with Knox County by December 31, 2022, that allows for Company to deliver residents' waste to the Knox County landfill at the

City's costs. In the event the City does not enter into such a disposal agreement by December 31, 2022, this Agreement shall not commence; rather, it will be null and void without notice to either party.

### **3. EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.**

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Green Waste and Bulky Waste) generated, deposited, accumulated, or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

d. Company's collection services shall continue even if a street is closed due to oiling, ditching or other work.

e. At no charge to the City, Company shall pick up, and dispose of, dead animals on the street right-of-way on all regular routes.

### **4. COLLECTION SERVICES.**

a. Containers.

Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse as the primary container, and one 96-gallon Cart for Recyclables. In addition to the Refuse Cart, two additional Refuse containers of less than 33-gallon capacity and less than 50# weight per container may be placed at curb for collection.

i. Additional Carts will be available for a fee as set forth in Exhibit A. Company shall provide each Multi-Family Complex with a number of Carts sufficient to contain Refuse and Recyclables generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear at no cost to the Service Recipient. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company for the replacement or repair of such Container plus pay a delivery fee as set forth in Exhibit A. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee set forth in Exhibit A.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. unless otherwise agreed upon by WM and the City. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

ii. Recyclables shall be collected from the curbside 1 time (1x) every other week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. unless otherwise agreed upon by WM and the City. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once every other week.

iii. Green Waste shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. during the months of March through November and then collection will occur once a month for each month from December through February. Organic Waste shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service

Recipient, but in no event less than once per week. Green Waste will be collected weekly from March 1<sup>st</sup> through November 30<sup>th</sup> of each year, and once-a-month service will be provided in the months of December, January, and February of each contract year. The Company and the City will mutually agree to the once-a-month collection schedule annually.

iv. Roll Off containers will be provided annually for Christmas tree recycling. Dates and location for the Christmas tree recycling event will be mutually agreed annually. Service will be provided at no additional charge to the City.

v. Back Door service will be provided for refuse collection for the physically and financially handicapped. WM shall collect one 30-gallon container at the front, or side, of the dwelling on the Service Recipient's regular solid waste collection day; however, the Service Recipient may also place items at the curb (in conformance with the ordinance) at no additional cost. The City will contact Company if residents are to be added or deleted from this service. In addition, residents that do not meet the City's guidelines to qualify for the physically and financially handicapped service may sign up for this special collection location which is referred to as "back door service" on a subscription basis from Company. Company is responsible for billing the residents for this additional cost which is outlined in Exhibit D of this contract

c. Bulky Waste. Company will provide scheduled pickup service to all Cart Service Recipients once a month upon a time to be agreed upon between the City and Contractor for 1 Bulky Waste item and 1 White Goods item per collection, at no additional charge. This collection service schedule will be mutually agreed and advertised annually. Additional pickups or additional items in excess of one Bulky Waste item or White Goods item per month per Service Recipient are subject to an additional fee as set forth in Exhibit D.

d. Contamination; Overage. Collection will be limited to the contents of the provided 96-gallon cart plus two resident provided additional containers of less than 33-gallon capacity and less than 50# weight per container.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending on 120 days later (the "Roll-Out Period"), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide either a sticker or an electronic notice to the Service Recipient (if such contact information is provided by Customer) with the following information (a "Violation Notice"):

- Date of the offense.



- Description of the offense.
- If available, a photograph or video (or link to photograph or video).
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

Post Roll-Out Period. The following shall apply after the Roll-Out Period:

1. Contamination.

i. First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

ii. Third and Subsequent Occurrences. Company may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, the Customer may request the container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

2. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Green Waste), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage and may increase the charges to such Customer according to the increased service level.

3. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted and designated by the City, specifically the Knox County Landfill, Wataga, Illinois. The City will be responsible for paying any and all disposal costs for disposal of solid waste at any landfill that accepts the City's waste material. Company also shall process or arrange to process the Recyclables and Green Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

g. Special Services. From time to time, Service Recipients may request performance of special services, where a rate is not provided in Exhibit A. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient

h. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate number of vehicles in good condition and fit for intended purpose to complete the Collection Services in a safe and timely manner. WM shall provide trucks that will contain waste materials so that leaking, spilling, or blowing of litter or fluids is prevented. Any scattered waste or liquids leaked shall be collected by WM as soon as reasonably possible.

j. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

k. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.

l. Public Outreach. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will implement a public education program to expand public and Service Recipient awareness concerning

the necessity for methods of reducing, reusing, and recycling waste materials. The Company will cooperate fully with the City in this regard.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be transmitted to all Service Recipients by mail, e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

The Company shall develop and periodically update and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably withheld and must be reviewed within two (2) weeks. Upon approval, materials shall be transmitted by mail, e-mail, or other electronic means to every new Service Recipient and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

m. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. At such time as (if) any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Company for implementing said changed services.

n. Natural Disasters. Company will use commercially reasonable efforts to assist City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

o. Reporting. To provide monthly reports to the City which include, but are not limited to, total tons of refuse collected, number of White Goods collected, total tons of yard waste collected, number of user fees stickers sold and to what retail outlets, number of complaints received, weight of recyclables collected, revenues received from the sale of recyclables and the estimated monthly household participation rates in the recycling program. This report is due by the 10th of the month following the service.

## **5. AT YOUR DOOR SPECIAL COLLECTION<sup>SM</sup>.**

Contractor shall provide each Unit the opportunity to participate in the At Your Door Special Collections program. The types of materials and other particulars of the At Your Door program are described in Exhibit C, which is attached hereto and incorporated herein by reference.

## **6. SERVICE RECIPIENT BILLING BY THE CITY.**

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibits A. and D. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients. The aggregate number of such Service Recipients is currently estimated by the City to be as follow as of the effective date of this Agreement: 10,568 Single-Family Premises. Company Submittal of Invoicing Information. In addition, Company will submit to City documentation of Additional Services provided each month at the rates set forth on Exhibit D subject to Section 4 (c). On or before the 10<sup>th</sup> of each month, Company shall provide the City an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late

fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month

b. Annual Determination of the Number of Premises With City Billing.

1. Prior to December 31, 2023, and each December 31 thereafter, the number of City-billed Service Recipients shall be determined as follows:

- i. Once a year and not later December 31 of each year the City shall provide to the Company the total number of City-billed Service Recipients as determined by the City.
- ii. Company shall have forty-five (45) days to review the total number of City-billed Service Recipients and the supporting documentation supplied by the City.
- iii. Company shall inform the City in writing not later than 10 days following the end of the 45-day review period of any disagreement with the total number of City-billed Service Recipients and the basis for such disagreement.

iv. If Company and the City are unable to agree upon the total number of City-billed Service Recipients within 10 days after receipt from the Company of the notice of disagreement, either Party may submit the matter to the City Council for resolution in its reasonable judgment, provided however, that where Company substantiates that the service has been provided, and the City does not agree to pay for the services, Company may remove the containers from the premises of the Service Recipient unless payment in full in arrears is subsequently received from the City.

c. Additional Billed Services. Where a Service Recipient requests additional Bulky Waste collection or collection of White Goods in addition to the monthly collection, Company shall bill Service Recipient for those additional collection services in accordance with this Agreement. Additional billed services provided shall be at the rates set forth on Exhibit D.

d. Additional Billed Services for Services Provided To City Facilities. Contractor shall provide the collection of Refuse, Recyclables and Green Waste from the City facilities listed on Exhibit E at the rates set forth on Exhibit A.

**7. SERVICE RATES.**

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the "Rates") and Additional Services for the rates set forth in Exhibit D, as the same may be adjusted in accordance with this Section 7.

b. Extraordinary Adjustments. The Rates set forth in Exhibits A and D shall, upon mutual agreement of the parties, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10).
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement.
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services.
4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination
5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
6. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 7(b), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. All properly calculated Rate adjustments shall be deemed to take effect upon mutual agreement of the parties.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within 90 days to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

## **8. DEFAULT AND TERMINATION**

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the

defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

#### **8. INDEPENDENT CONTRACTOR**

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

#### **9. SUBCONTRACTORS**

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

#### **10. FORCE MAJEURE**

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

## **11. INDEMNIFICATION**

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

## **12. INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<b><u>Type</u></b>	<b><u>Amount</u></b>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the



required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

### **13. MISCELLANEOUS PROVISIONS**

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Illinois, Inc.  
3552 E Washington Street, East Peoria, Illinois 61611  
Attn: Kevin Norville, Senior District Manager

If to City: City of Galesburg  
55 W. Tompkins Street, Galesburg, Illinois 61401  
Attn: City Manager

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date above.

**WASTE MANAGEMENT OF ILLINOIS, INC.**

By: \_\_\_\_\_

Name: Brad Pollock

Title: President

**GALESBURG, ILLINOIS**

By: \_\_\_\_\_

Name: Wayne Carl

Title: Interim City Manager

# EXHIBIT A

## COMPANY RATES

Weekly Residential Refuse (96-gallon cart + 2 owner provided containers 33 gal or less)					
	2023	2024	2025	2026	2027
Residential per customer, per month	\$ 8.38	\$ 8.80	\$ 9.24	\$ 9.70	\$ 10.19
Estimated Annual Total for Refuse Collection	\$ 1,062,718.00	\$ 1,115,854.00	\$ 1,171,647.00	\$ 1,230,229.00	\$ 1,291,740.00
Cost per refuse sticker	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
95-gallon cart subscription/per month	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
At Your Door Service, per month**	\$ 2.25 /unit/mo.	\$ 2.36/Unit/mo.	\$ 2.48 /unit/mo.	\$ 2.60/unit/mo.	\$ 2.75/unit/mo.
Estimated Annual Total for At Your Door Service	\$285,336.00	\$299,285.76	\$314,503.68	\$329,721.60	\$348,744.00

Residential Recycling -, collection every other week					
	2023	2024	2025	2026	2027
Residential per customer, per month	\$ 4.01	\$ 4.21	\$ 4.42	\$ 4.54	\$ 4.87
Estimated Annual Total	\$ 508,532.00	\$ 533,959.00	\$ 560,657.00	\$ 588,690.00	\$ 618,124.00
Residential Green Waste Collection & Disposal					
	2023	2024	2025	2026	2027
Residential per customer, per month	\$ 3.56	\$ 3.74	\$ 3.92	\$ 4.12	\$ 4.33
Estimated Annual Total	\$ 451,465.00	\$ 474,038.00	\$ 497,740.00	\$ 552,627.00	\$ 548,758.00
Compost Back Haul per ton*	\$ 425.00	\$ 450.00	\$ 470.00	\$ 490.00	\$ 515.00
City Facilities					
	2023	2024	2025	2026	2027
Refuse Collection/Disposal	\$ 34,513.00	\$ 36,238.00	\$ 38,050.00	\$ 39,953.00	\$ 41,950.00
Green Waste Collection/Disposal	\$ 2,163.00	\$ 2,271.00	\$ 2,384.00	\$ 2,504.00	\$ 2,629.00
Cost per pull for "call-in basis"	\$ 425.00	\$ 450.00	\$ 470.00	\$ 490.00	\$ 515.00
Recycling	\$ 4,164.00	\$ 4,372.00	\$ 4,591.00	\$ 4,821.00	\$ 5,062.00

\*\* Charges listed under Household Hazardous Waste are for city wide participation in the At Your Door service described in the proposal. Self-scheduled on demand service provided as often as requested.

- Late payment (2.5% or \$5.00, whichever is greater)
- Overage/Snapshot quoted individually
- Container exchange \$ 40.00 after first 90 days
- Extra container \$ 3.00 per month, minimum one year rental
- Replacement container \$ 105.00 per container
- Extra pickup quoted individually
- Other charges described in Section 7 of the Agreement

\*Back haul finished compost from Company's designated landfill to City's Brush Drop off Facility.

## EXHIBIT B

### RECYCLABLES SPECIFICATIONS

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

#### ADDITIONAL SPECIFICATIONS:

Contained materials may not include Contamination or any Excluded Materials. Containers with Contamination or Excluded Materials may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company reserves the right, upon notice to City, to reclassify Recyclables as non-Recyclables for such period of time that the cost process, transport and market such materials exceed its then-current value.

## At Your Door Special Collection <sup>SM</sup>

### 1. Definitions

- (a) “**Eligible Materials**” shall mean most ordinary household, automotive and gardening chemicals, electronics and other items identified by Contractor as being eligible for collection but shall exclude Ineligible Materials. Eligible Materials may vary depending on federal, state and local regulations and shall be subject to specific instruction sheet sent to the Unit. Below is a non-exhaustive list of Eligible Materials, but Contractor, in its sole discretion, reserves the right to modify the list below and/or definition of Eligible Materials.

Household Items	Paint Products	Batteries and Fluorescent Lamps	Electronics	Automotive Material
<ul style="list-style-type: none"> <li>• Ammonia</li> <li>• Floor stripper</li> <li>• Drain cleaner</li> <li>• Floor cleaner</li> <li>• Tile/shower cleaner</li> <li>• Carpet/upholstery cleaner</li> <li>• Rust remover</li> <li>• Toilet bowl cleaner</li> <li>• Hobby glue</li> </ul>	<ul style="list-style-type: none"> <li>• (5-gallon maximum size container)</li> <li>• Oil based paint</li> <li>• Latex paint</li> <li>• Stripper and thinner</li> <li>• Caulking</li> <li>• Wood preservative and stains</li> <li>• Sealers</li> <li>• Spray paint</li> <li>• Artist paint</li> </ul>	<ul style="list-style-type: none"> <li>• Household, Nicad, NiMH and Lithium Ion batteries</li> <li>• Straight fluorescent tubes/ Compact fluorescent bulbs (5 max per p/u)</li> <li>• Compact fluorescent lamps (CFL) and high intensity lamps</li> </ul>	<i>(Includes related cords)</i> <ul style="list-style-type: none"> <li>• Televisions (1 max. per p/u)</li> <li>• Computer monitors</li> <li>• CPU/computer tower</li> <li>• Laptop and tablet computers</li> <li>• Keyboard, Mouse</li> <li>• Fax machine</li> <li>• Desktop printer/scanner</li> <li>• CDROM/DVD/CD/tape player</li> <li>• VCR</li> <li>• Cell phone</li> <li>• MP3 player, iPod</li> <li>• Microwave</li> </ul>	<ul style="list-style-type: none"> <li>• Motor oil</li> <li>• Antifreeze</li> <li>• Waxes/Polishes</li> <li>• Cleaners</li> <li>• Brake fluids</li> <li>• Used oil filters</li> <li>• Transmission fluid</li> <li>• Windshield washer fluid</li> <li>• Hydraulic fluid</li> <li>• Vehicle batteries (4 max per p/u)</li> </ul>
Swimming Pool Chemicals	Mercury Containing	Flammable and Combustible	Garden Chemicals	Sharps
<ul style="list-style-type: none"> <li>• Pool acid</li> <li>• Chlorine tablets and liquid</li> <li>• Stabilizers</li> </ul>	<ul style="list-style-type: none"> <li>• Thermostats</li> <li>• Thermometers</li> <li>• Switches</li> </ul>	<i>(Must be placed in containers designed and sold for the containment and transportation of such material)</i> <ul style="list-style-type: none"> <li>• Gasoline and Diesel fuel</li> <li>• Kerosene</li> <li>• Solvents</li> </ul>	<ul style="list-style-type: none"> <li>• Insect sprays/Insecticides</li> <li>• Weed killers</li> <li>• Fertilizer</li> <li>• Herbicides</li> <li>• Pesticides</li> </ul>	<i>(Sharp items must be placed into a sealed, rigid, puncture-resistant container)</i> <ul style="list-style-type: none"> <li>• Syringes</li> <li>• Needles</li> <li>• Lancets</li> </ul>

- (b) “**Ineligible Materials**” shall mean any and all of the following: (i) material not included in the list of Eligible Materials, including but not limited to, biological waste, ammunition and explosives, asbestos, appliances (washing machines, refrigerators vacuums or tools), construction related debris, containers over 5 gallons, fire extinguishers, food waste, pressurized cylinders, medicines/pharmaceuticals, radioactive materials, tires, trash, liquid

mercury, white goods, smoke and carbon monoxide detectors, cooking oil, bulky items and Incandescent light bulbs and LED lights; (ii) commercial materials and/or materials generated from the operation of a business, even if the business is run out a residential home; (iii) any materials, including Eligible Materials, that are improperly packed, leaking, unlabeled, unknown or unidentifiable material, oversized or in unusually large quantities or exceed the pre-arranged quantities; (iv) any material that is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (v) materials not prepared in accordance with the specific instruction sheet sent to the Unit; (vi) any other material that poses a risk to Contractor's equipment or employees; (vii) any materials containing information protected by federal, state or local privacy and security laws or regulations; and, (viii) any other items Contractor, in its sole discretion, deems excluded from the scope of this program.

- (c) **“Unit”** shall mean a Unit as defined in the Agreement where Eligible Materials may be collected that is subject to services described herein.

## 2. **Scope and Scheduling of Services.**

- (a) Contractor shall provide Unit with collection, management, transportation, disposal, and treatment of Eligible Materials generated by Units with the Municipality during the term of this Agreement. This is a demand-based service, so the frequency of collections will vary. The parties agree that the At Your Door program is designed for the routine and ordinary collection of home generated special materials.
- (b) For Units to utilize this service, they must first contact Contractor to schedule a home collection. Residents can request a home collection of their Eligible Items two different ways:
- i. **Website.** Residents may go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com), which is accessible 24/7; or,
  - ii. **Phone.** Residents may call the At Your Door Operations Service Center at the Contractor provided phone number during Contractor's hours of operation Monday through Friday.
- (c) The Unit must provide an estimate of the types and quantity of Eligible Materials to be collected. Contractor then provides the Unit with a specific date for their home collection.
- (d) Depending on the Eligible Materials to be collected, Contractor may send the Unit a collection kit after scheduling collection. The collection kit consists of a plastic containment bag, plastic cable tie, and an instruction sheet. Units that only have electronics, vehicle batteries and unbroken fluorescent lamps do not need, and will not be sent, a collection kit because such items can be collected without being placed in the containment bag; however, the resident must follow the instructions communicated to them on the phone and available at [www.wmatyourdoor.com](http://www.wmatyourdoor.com). Each Unit is solely responsible for removing any and all data and personal information from any Eligible Materials prior to collection.
- (e) The Unit must adhere to the instructions in the collection kit and place their Eligible Materials at the front door or in the front of their garage where materials are visible and accessible by 7:00am on the scheduled collection day. Contractor will not enter the

premises, which include homes, garages, basements, or sheds to gather or remove any materials. Additional instructions may apply based on applicable regulations.

- (f) On the scheduled collection date, Contractor will collect Eligible Materials that are properly prepared and placed out in a timely manner. In the event that the Eligible Materials are not properly or timely set out for collection, or the materials exceed the pre-arranged quantities to be collected or if the materials are, or contain, Ineligible Materials, Contractor may reject the materials. In the event Contractor rejects the materials, Contractor will provide the Unit with written notification providing information as to the reasons for rejection.
- (g) Contractor may also conduct a survey of the program via an online survey and/or a survey card sent to Units.
- (h) Contractor and the Municipality each have the right to discontinue the At Your Door Special Collection program by providing the other Party with at least sixty (60) days' notice. The Parties agree that this right to discontinue applies solely to At Your Door Special Collection program; not to any other services described in the Agreement. In the event of the discontinuance, expiration or termination of these services, Contractor shall not be obligated to provide more service collections to the Municipality for the last 60 days than the monthly average of service collections for the prior 6 months of service (i.e. if the Contractor typically provides an average of 40 collections per month for the prior 6 months, then the Contractor will provide no more than 40 collections per month for the final two months of service.)

### 3. **Allocation of Risk.**

- (a) The Municipality agrees to indemnify, defend, and hold Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Municipality's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Municipality, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (b) Contractor agrees to indemnify, defend, and hold the Municipality harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- (c) Notwithstanding any provisions to the contrary, Contractor is not responsible for any Eligible Materials placed out for collection until the items are physically collected by Contractor and title to and liability for Ineligible Materials shall remain with the Unit at all times.

- (d) Contractor is not responsible for any spills or property damage caused by any materials set out for collection by Units unless the spill or property damage is solely the result of Contractor's negligence.
- (e) The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

4. **Municipality's Obligations.**

- (a) The Municipality is responsible for notifying its residents of the program.
- (b) At least 30 days prior to the Commencement Date, the Municipality must provide Contractor, in an Excel spreadsheet, a complete list of addresses of Units within the Municipality along with the full street address, city, state and zip code along with apartment or unit number, if applicable, of each Unit.
- (c) If additional Units are added within the Municipality's boundaries, the Municipality will provide Contractor with the above information for each such Unit(s) within 60 days of the addition of the Unit(s).

5. **Contractor's Obligations.**

- (a) Contractor will manage Eligible Materials collected from Units in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations.
- (b) Contractor will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and /or dispose of Eligible Materials.
- (c) Except as provided herein, Contractor makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

6. **Miscellaneous.**

- (a) Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism and acts of God, and the affected party shall be excused from performance during the occurrence of such events. In the event of the occurrence of such an event, Contractor reserves the right to suspend the At Your Door Special Collection program for a period of up to six months.
- (b) The services set forth in this Exhibit are subject to all applicable terms and conditions set forth in the Agreement. The Parties agree that the incorporation of this Exhibit and the services described in this Exhibit do not alter the scope of the regular curbside collection services set forth in the Agreement or otherwise alter the various waste definitions in the Agreement.



## EXHIBIT D

### ADDITIONAL SERVICES WHEN REQUESTED BY A RESIDENT

Collection of 1 Bulky Waste item and 1 White Goods item per month per Service Recipient is included in the Service Recipient's monthly rate. In the event more than 1 Bulky Waste item or 1 White Goods item is collected per month from a Service Recipient, then the following rates would apply. Contractor shall provide an invoice to the Service Recipient to be paid by Service Recipient within 30 days from the date of the invoice.

Additional services					
	2023	2024	2025	2026	2027
Bulky Waste Items	\$ 20.00 / ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM
Special Pickup Rate for Multiple Bulky Waste Items	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard
White Goods*	\$ 20.00/ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM	\$ 20.00 / ITEM
Special Pickup Rate for Multiple White Goods Items	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard	\$20/00/ Yard

# EXHIBIT E

## ADDITIONAL SERVICES PROVIDED AT CITY FACILITIES

<b>Facility Name</b>	<b>Container Size</b>	<b>Frequency</b>	<b>Address</b>
<b>Refuse Collection</b>			
Central Garage	2 cubic yards	1 time weekly	122 S. Henderson St.
Street Division	4 cubic yards	1 time weekly	122 S. Henderson St.
Water Plant	4 cubic yards	1 time weekly	920 W. Main St.
Airport Terminal	2 cubic yards	1 time weekly	58 Illinois Rte 164
Brooks St. Fire Station	1 96-gallon cart	Collected on residential route	1575 E. Brooks St.
Fremont Fire Station	2 96-gallon cart	Collected on residential route	1445 W. Fremont St.
PSB/City Hall	1-4 cubic yards	5 times weekly	55 W. Tompkins St.
Lakeside Recreation Center	1-2 cubic yards	1 time weekly	1033 S. Lake Storey Rd.
Lakeside Waterpark	1-4 cubic yards	2 times weekly	1033 S. Lake Storey Rd.
Lake Storey Pavilion & Beach	1-6 cubic yards	2 times weekly	1572 Machen Drive
Hawthorne Pool	1-2 cubic yards		2331 Veterans Drive
Hawthorne Gym	1-2 96-gallon cart	1 time weekly	2265 Veterans Drive
Community Center	1-4 cubic yards	2 times weekly	150 E. Simmons Street
Lake Storey Parks	1-2 30-cubic yards	On call	Off of North Lake Storey Rd.
Linwood Cemetery	1-3 cubic yards	1 time weekly	2118 W. Main Street
Galesburg Downtown Council	1-3 cubic yards	2 times weekly	Behind 161 S. Cherry St.
Galesburg Public Library	1-2 cubic yards	2 times weekly	40 E. Simmons St.
<b>Green Waste</b>			
Brooks St. Fire Station	Bags/cans/bundles	Collected on residential route	1575 E. Brooks St.
Fremont Fire Station	Bags/cans/bundles	Collected on residential route	1445 W. Fremont St.
Lake Storey Parks	1 30-cubic yards	On call	Off of North Lake Storey Rd.
Galesburg Downtown Council	4 96-gallon carts	1 time weekly	Behind 161 S. Cherry St.
<b>Recycling</b>			
PSB/City Hall	6 96-gallon carts	1 time per week	55 W. Tompkins St.
Water Plant	2 96-gallon carts	1 time per week	920 W. Main St.
Community Center	1 96-gallon carts	On call	150 E. Simmons Street
Lake Storey Pavilion & Beach	2 96-gallon carts	1 time per week	1572 Machen Drive
Brooks Street Fire Station	1 96-gallon carts	Collected on residential route	1575 E. Brooks St.
Fremont Fire Station	2 96-gallon carts	Collected on residential route	1445 W. Fremont St.
Central Fire Station	1 96-gallon carts	1 time per week	55 W. Tompkins St.
Galesburg Public Library	2 96-gallon carts	1 time per week	40 E. Simmons St.

## **At Your Door Special Collection® | A Service Alternative for Home Generated Special Materials**

WM is proposing an additional service offering – a customer-centered solution for residential collection of household hazardous waste and electronics: The At Your Door Special Collection® service. The At Your Door Special Collection service has collected home generated special materials from thousands of homes since 1995 and WM currently manages programs for hundreds of municipalities throughout the country.

### **A Convenient, Year-Round Home Collection Service®**

WM's At Your Door Special Collection® service is the best solution for residents to properly manage household hazardous waste (HHW), including electronics. As North America's leading environmental solutions company, WM makes it easy for residents to dispose of these items by collecting the materials at their door – safely, easily, and responsibly. At Your Door Special Collection is an easy-to-use service where residents can schedule a collection at any time throughout the year, when it is convenient for them.

### **24/7 Collection Scheduling for Customers**

Customers can easily reach out to the At Your Door Special Collection service and schedule a home collection via phone or web. Our Operations Service Center accepts calls between 5 a.m. and 5 p.m. PST Monday through Friday at (800) 449-7587, while our website, [www.wmatyourdoor.com](http://www.wmatyourdoor.com), is accessible 24/7. An automated call system is also available after hours and on holidays.

Highly trained staff from our U.S.-based Operations Center will process customer service requests. A service request must include the following information in order to be scheduled: the participant's contact information, address, and an estimated list of the types and quantities of acceptable materials. When the request is scheduled, the participant is provided with a specific date for their home collection.

## Collection Kit Streamlines Process

Once collection is scheduled, a collection kit will be sent to the participant through U.S. mail, and the resident is responsible for packaging the materials and placing them out on the designated collection date. Very specific written instructions are provided in all collection kits and detail what materials are accepted through this service, how to package the items, and guidance on where and when they should place the items out for collection.

Information is also provided on our website. Collection kits are not required for residents that have only electronic items. Residents will be instructed that all products must be clearly identifiable and no containers over 5 gallons will be accepted. If a container leaks, the participant is instructed to transfer contents to a non-leaking container and label it. Leaking containers or containers that are not identified or are improperly identified will not be collected. Additional instructions may apply based on applicable regulations.

On the specific collection date, a service technician will arrive at the home, inspect the material for eligible items, and package the material based upon hazard classification. All materials must be placed outside of the home near the front door or garage area, but never on public property, at the curb, street, or alleyway. Participants are not required to be present during the collection. After collection by the service technician, eligible materials are transported to WM's Peoria At Your Door facility, where they will be consolidated and shipped to appropriate recycling and processing facilities.



### The At Your Door Advantage

WM provides a customer-centered solution for collection of home generated special materials, also referred to as household hazardous waste and electronics. With At Your Door Special Collection, residents do not have to leave their home as they would with a typical collection event – it is on demand, door-to-door home collection.



*Residents receive a collection kit sent to their house via U.S. mail, then package their unwanted materials and schedule a pickup.*

## Trained Customer Service Staff Provides Necessary Answers and Support

In addition to processing service requests, WM's At Your Door Special Collection Operations Service Center (aka call center) will handle any questions customers may have. The call center can provide guidance to help residents if they have questions regarding how to properly package or set out material



for collection. These specialists regularly receive questions surrounding paint, pesticides, household chemicals, automotive chemicals, and more, so they are well-versed in providing valuable information and support.

Operations Service Center staff is required to complete a rigorous training program throughout their employment. This instructional program includes training on customer service, hazardous materials, chemistry, regulatory training, and more. Our staff is trained to provide residents the information and support needed to have a safe and successful home collection.

To contact this service center, residents can go to [www.wmatyourdoor.com](http://www.wmatyourdoor.com) or call us at (800) 449-7587.

### **Customer Feedback is Crucial**

To increase communication with residents and provide feedback on the At Your Door Special Collection service, participants are encouraged to provide feedback on the program and may be sent a survey. In addition, if a resident has a question about an item or has questions on how this service works, they are welcome to reach out to the Operations Service Center staff.

### **Acceptable Materials in the Program**

The following list includes the most common eligible items for the At Your Door Special Collection service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. WM reserves the right to modify the list. Additional instructions may apply based on applicable regulations. Residents will be instructed that all products must be clearly identifiable and no containers over 5 gallons will be accepted.

**Garden Chemicals**

- Insect sprays/Insecticides
- Weed killers/Fertilizer/Herbicides/  
Pesticides
- Other poisons

**Household Cleaners**

- Ammonia
- Floor stripper/Floor cleaner
- Drain/Tile/Shower/Toilet bowl cleaner
- Carpet/upholstery cleaner
- Rust remover

**Paint Products**

- Oil based/Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint/Artist paint

**Automotive Material**

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (up to 4 max.)
- Gasoline and Diesel fuel (must be placed  
in containers designed and sold for  
containment and transportation of fuel (up  
to 5-gallon max)

**Misc. Household**

- Household batteries
- Florescent tubes/ Compact fluorescent  
bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (up to 5-gallon max)

**Electronics with Circuit Boards (up to 25 lbs.)**

- Televisions (up to 1 max.)
- Computer monitors
- CPU/computer tower (up to 1 max.)
- Laptop/Tablet computers
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/VCR/tape player
- Cellphone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming consoles

**Swimming Pool Chemicals**

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

**Flammable & Combustible Materials**

- Kerosene and Solvents

**Mercury Containing Devices**

- Thermostats
- Thermometers
- Switches

## Excluded Materials

This service is for residential use only. The collection of hazardous waste from businesses including home based businesses are excluded. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. Business items located at homes are still business waste and are excluded. Items that are not part of the At Your Door Special Collection service include:

- Collection services include: Biological waste
- Liquid mercury/elemental mercury
- Ammunition
- Broken items that contain mercury
- Explosives
- Materials improperly packaged for transport
- Appliances
- Materials in leaking containers
- Medicines/pharmaceuticals
- Asbestos
- Unknown or unlabeled materials
- Tires
- Construction-related materials
- Smoke detectors
- Containers over 5 gallons
- Commercial chemicals
- Fire extinguishers
- Trash that may contain radioactive materials
- Food waste
- White goods including bulky items
- Radioactive materials

## At Your Door Operations Plan

Over the years, we have refined the challenging process of residential collection of home generated special materials. Every community we operate in is unique, from contract-specified services to local rules and regulations. Therefore, a comprehensive operations plan specific to your community will be provided prior to the contract start date that clearly identifies how materials are collected at the curb, screened, transported, and the methods we use to classify and control materials throughout each step of our collection process. Our operations plan will also include details concerning record-keeping procedures for materials received and shipped. Throughout our service term, the City-specific operations plan will be modified as necessary to comply with changing regulations and/or program procedures. Although an operations plan is customized for each facility, a WM At Your Door Special Collection operations plan generally address the following topics:

- Nature, type, quantity of materials collected, including list of acceptable/excluded material
- Collection procedures and equipment
- Planned destination of waste collected, including specific third-party processor information and details regarding specific material treatment, recycling and disposal methods
- Operations staffing and training requirements
- Methods used to classify and control wastes received both during collection and at our facility



- Material consolidation and bulking procedures
- Provisions for inclement weather
- Record keeping for materials received and shipped for processing or disposal
- Facility map and evacuation diagram as well as facility security measures
- Health and safety procedures

## **Disposal**

The goal of WM's At Your Door Special Collection service is to maximize the percentage of home generated special materials that are recycled rather than disposed. After collecting the items from the home, the materials are brought to WM's Peoria At Your Door Facility. The items are then properly packaged and sent to the appropriate third-party facility for processing. We will select environmentally friendly options as the next step in the lifecycle for these materials. The options for recycling may vary depending upon location but the items that are currently sent to be recycled as opposed to disposed include anti-freeze, household batteries, vehicle batteries, latex paint, oil-based paint, compact fluorescent lamps and straight fluorescent tubes, flammable liquids, flammable solids, and consumer electronics. If an item is unable to be recycled, it is properly disposed of per local, state, and federal regulations.

## **Compliance**

This program will comply with existing applicable Federal, State, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, WM has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and WM shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by WM to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within 60 days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in Federal or State income tax laws.

In the event of a natural disaster affecting the community, WM's At Your Door Special Collection service will be suspended for a period of up to six months, or another period upon agreement. The At Your Door Special Collection service is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement.



## **Safety**

This home collection program has been designed with safety in mind. Each aspect of this program has been reviewed for potential environmental, health, and safety implications. This encompasses the compliance requirement for our acceptable and ineligible materials and our in-depth training procedures. We have a history of safe collection services due to extensive industry experience combined with specific expertise in household hazardous waste collection.

Service technicians complete a 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they participate in an in-depth employee training program that includes classroom and on-the-job training for hazardous materials. This includes specific training on the collection and transportation of hazardous and potentially hazardous chemicals in a residential setting. Training is updated regularly to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Over the years, we have refined the challenging process of residential collection of home generated special materials. These facilities are set up to properly manage the materials according to the federal, state, and local regulations and are properly permitted to store the eligible materials prior to being shipped to appropriate processing facilities.

## **Proven Results over 20-plus Years of At Your Door Services**

The At Your Door Special Collection service has collected home generated special materials from thousands of homes since 1995 and currently manages programs for hundreds of municipalities throughout the country.

Each aspect of WM's At Your Door Special Collection service has been developed to address specific issues with the residential collection of hazardous materials. Our standard operating procedures are based upon federal, state, and local regulations in combination with years of experience. In addition, over the years we have developed efficient processes, based upon feedback from residents and municipalities, to best serve the needs of your community.

Over the last 10 years, our operations service center has processed hundreds of thousands of service requests and answered numerous calls to help residents understand the importance of the proper disposal of these potentially hazardous items.

## **Pricing**

All single family and multifamily homes will be included in this agreement. Cost is \$2.25 per home per month.

TOWN OF THE CITY OF GALESBURG

Date: October 3, 2022

Agenda Number: 22-9021

TOWN FUND	<u>\$2,581.40</u>
GENERAL ASSISTANCE FUND	<u>\$5,957.49</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$2,218.37</u>
LIABILITY FUND	<u>\$143.86</u>
AUDIT FUND	<u></u>
 TOTAL	 <u>\$10,901.12</u>

**TOWN FUND**  
**Town Payment Due Report**  
For the Period From Sep 13, 2022 to Sep 30, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
CenturyLink	9/15/22		65.59
CenturyLink		Monthly Charges Sept 10 to Oct	
	9/15/22		17.42
		Late fee for Aug bill	
	9/15/22		99.00
		Service Call to isolate issue	
	9/15/22		63.32
		Monthly Charges Aug 10 to Sept	
			<b>245.33</b>
CityGalesburg-DEPEND City of Galesburg	9/26/22		321.60
		Liability W/H Dependent Premiu	
	9/26/22		973.39
		October 2022 - Rebecca (Catch	
			<b>1,294.99</b>
CityGalesburgEXPENSE City of Galesburg	9/27/22		106.87
		September 2022 Stratus	
			<b>106.87</b>
WILLIAMS LAURA WILLIAMS	9/27/22		399.84
		Lodging 3 night	
	9/27/22		84.00
		Per Diem	
	9/27/22		61.26
		Mileage @ \$0.625 for 49 miles	
			<b>545.10</b>
Lock&KeyShop Lock & Key Shop	9/27/22		120.00
		Emergency Bathroom Unlock on S	
			<b>120.00</b>
MSI MECHANICAL SERVICE, INC.	9/27/22		210.00
		Install 2 blower kits to furna	
			<b>210.00</b>
OSI OFFICE SPECIALISTS, INC	9/27/22		16.22
		B&W copies overage under contr	
	9/27/22		42.89

TOWN FUND  
**Town Payment Due Report**  
For the Period From Sep 13, 2022 to Sep 30, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
OSI (cont.)		Color copies overage under con	59.11
Report Totals			2,581.40

TOWN FUND  
**TOWN Payroll Expenses Report**  
 September 16 - September 30, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
FEDERAL TAX	9/26/22	Medicare & Soc Sec W/H	2022_Sept30a	1,551.19	1,551.19
FEDERAL TAX	9/26/22	Medicare & Soc Sec Payable	2022_Sept30b	1,551.19	1,551.19
FEDERAL TAX	9/26/22	Federal P/R Taxes Withheld	2022_Sept30c	1,650.17	1,650.17
GALE CREDIT UNION	9/26/22	125HSA	2022_Sept30	100.00	100.00
IDOR	9/26/22	State P/R Taxes Withheld	2022_Sept30	464.08	464.08
IHMVCU	9/26/22	125HSA	2022_Sept30	250.00	250.00
IMRF	9/26/22	IMRF W/H	2022_Sept30	845.64	845.64
IMRF	9/26/22	VAC_imrf VAC_imrf	2022_Sept30_V	173.76 262.84	436.60
NCPERS	9/26/22	Insurance W/H	2022_Septemb	64.00	64.00
PAYROLL	9/26/22	Payroll Clearing Account Payroll Clearing Account	2022_Septemb	6,794.07 818.72	7,612.79
				<b>14,525.66</b>	<b>14,525.66</b>

**TOWN OF THE CITY OF GALESBURG**  
**General Assistance Payment Due Report**  
For the Period From Sep 13, 2022 to Sep 30, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_CITYGALES-DEPEND	9/26/22	Group Health Insurance	2022_Sept30	538.66	538.66
ADM_PettyCash	9/22/22	Office Supplies & Serv Office Supplies & Serv Janitor Supplies & Serv	2022_Sept_Pett	1.67 17.90 60.00	79.57
BigLots	9/27/22	.Assistance-P & H	3100028253_G	49.65	49.65
BigLots	9/27/22	.Assistance-P & H	3100028408_G	99.66	99.66
BigLots	9/27/22	.Assistance-P & H	3100028409_G	98.31	98.31
BigLots	9/27/22	.Assistance-P & H	3100028410_G	50.00	50.00
BigLots	9/27/22	.Assistance-P & H	3100028411_G	50.00	50.00
BigLots	9/27/22	.Assistance-P & H	3100028412_G	49.29	49.29
Box Drop Mattress	9/23/22	.Assistance-P & H .Assistance-P & H	G15399	300.00	300.00
City TRANSIT Galesbg	9/20/22	Assistance-Misc (laund&trans	0418999_G153	10.00	10.00
City TRANSIT Galesbg	9/20/22	Assistance-Misc (laund&trans	0418999_G153	10.00	10.00
City TRANSIT Galesbg	9/20/22	Assistance-Misc (laund&trans	0418999_G153	20.00	20.00
F & M Bank	9/23/22	Assistance-Rent	G15398	322.00	322.00
HY-VEE_Main	9/20/22	Assistance-Food	G15362	91.13	91.13
HY-VEE_Main	9/20/22	Assistance-Food	G15365	99.62	99.62
ILSecretaryofState	9/21/22	Assistance-Misc (laund&trans	G15395	151.00	151.00
				<b>2,018.89</b>	<b>2,018.89</b>

**TOWN OF THE CITY OF GALESBURG**  
**General Assistance Advance Payment Report**  
For the Period From Sep 13, 2022 to Sep 30, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-603 1-103	AmerenPLEDGE	Invoice: G15375 Ameren IL Energy Assistance (A-10)	9/14/22	24089	196.20	196.20
1-602 1-103	KCHA	Invoice: G15372 KNOX CO. HOUSING AUTHORITY	9/14/22	24090	81.00	81.00
1-603 1-103	AmerenPLEDGE	Invoice: G15377 Ameren IL Energy Assistance (A-10)	9/15/22	24095	305.81	305.81
1-603 1-103	City WATER Galesbg	Invoice: G15379 CITY OF GALESBURG WATER	9/15/22	24096	199.00	199.00
1-602 1-103	Crawford, R.	Invoice: G15380 Rita Crawford	9/15/22	24097	123.00	123.00
1-602 1-103	KCHA	Invoice: G15381 KNOX CO. HOUSING AUTHORITY	9/15/22	24098	17.00	17.00
1-612 1-103	KCHALaundry	Invoice: G15384 KCHA - Laundry	9/15/22	24099	10.00	10.00
1-612 1-103	STATE FARM__Twitty	Invoice: G15285 STATE FARM	9/15/22	24101	55.69	55.69
1-602 1-103	HarrisB	Invoice: G15387 Harris & Harris Holding	9/16/22	24102	322.00	322.00
1-603 1-103	AmerenPLEDGE	Invoice: G15393 Ameren IL Energy Assistance (A-10)	9/20/22	24107	226.00	226.00
1-603 1-103	City WATER Galesbg	Invoice: G15392 CITY OF GALESBURG WATER	9/20/22	24108	66.06	66.06
1-603 1-103	Ameren	Invoice: G15397 AMEREN ILLINOIS	9/21/22	24109	54.50	54.50
1-612 1-103	AmericanFamily	Invoice: g15396 American Family Insurance Co.	9/21/22	24110	116.60	116.60
1-612 1-103	ILSecretaryofState	Invoice: G15395 ILLINOIS SECRETARY OF STATE	9/21/22	24111	151.00	151.00
1-605 1-103	Box Drop Mattress	Invoice: G15399 Box Drop Mattress	9/23/22	24103	300.00	300.00
1-614 1-103	City WATER Galesbg	Invoice: E15403 CITY OF GALESBURG WATER	9/23/22	24104	698.74	698.74
1-602 1-103	F & M Bank	Invoice: G15398 F & M Bank	9/23/22	24105	322.00	322.00

**TOWN OF THE CITY OF GALESBURG**  
**General Assistance Advance Payment Report**  
For the Period From Sep 13, 2022 to Sep 30, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-612	OakbrookCorpLAUNDR	Invoice: G15400	9/23/22	24112	10.00	
1-103		Oakbrook Corporation				10.00
1-602	PRUKA	Invoice: G15404	9/26/22	24114	322.00	
1-103		RICHARD PRUKA				322.00
1-602	Selene Finance LP	Invoice: G15405	9/26/22	24115	322.00	
1-103		Selene Finance LP				322.00
1-612	City TRANSIT Galesbg	Invoice: 0418999_G15325	9/30/22	24125	10.00	
1-612		Invoice: 0418999_G15329			10.00	
1-612		Invoice: 0418999_G15329a			20.00	
1-103		CITY OF GALESBURG TRANSIT				40.00
Total					3,938.60	3,938.60



## TOWN OF THE CITY OF GALESBURG

## GA Payroll Expenses Report

September 16 to September 30, 2022

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_F&MBank	9/26/22	2022_Sept30	W/H Liability - Natof HSA for September 30, 2022 Farmers and Mechanics Bank	200.00	200.00
ADM_FederalTaxes	9/26/22	2022_Sept30	GA Employees' W/H for SSMC for September 2022 FEDERAL TAXES	667.18	667.18
ADM_FederalTaxes	9/26/22	2022_Sept30	GA Employer's Share of SSMC for September 2022 FEDERAL TAXES	667.18	667.18
ADM_FederalTaxes	9/26/22	2022_Sept30	GA Employees' Federal Tax w/H for September 2022 FEDERAL TAXES	567.65	567.65
ADM_IDOR	9/26/22	2022_Sept30	GA Employee W/H for State Income Taxes - Septe 16-30, 2022 ILLINOIS DEPT. OF REVENUE	380.97	380.97
ADM_IMRF	9/26/22	2022_Sept30	IMRF GA Employee Contribution for September 2022 IMRF	372.36	372.36
ADM_IMRF	9/26/22	2022_Sept30	IMRF for Employee Voluntary Additional Contribution - Dave for September 2022 IMRF	303.76	303.76
ADM_Payroll	9/26/22	2022_Sept 3	GA Salaries for September 16 to September 30, 2022 GA Hourly for September 16 to September 30, 2022 PAYROLL ACCOUNT	2,654.06 457.50	3,111.56
				<b>6,270.66</b>	<b>6,270.66</b>

**SOCIAL SECURITY & MEDICARE FUND**  
**SSMC Payment Due Report**  
**For the Period From Sep 13, 2022 to Sep 30, 2022**

Date	Account ID Account Description	Invoice/CM	Line Description	Debit Amo	Credit Amou
9/27/22	5-416 Social Security & Medica Cash Basis	2022__Sept	Redistribute September 2022 SSMC to GA Fund GENERAL ASSISTANCE FUND	667.18	667.18
9/27/22	5-416 Social Security & Medica Cash Basis	2022__Septe	Redistribute September 2022 SSMC to TOWN Fund TOWN FUND	1,551.19	1,551.19
				<u>2,218.37</u>	<u>2,218.37</u>

**LIABILITY FUND**  
**Purchase Journal**  
**For the Period From Sep 13, 2022 to Sep 30, 2022**

Date	Account ID Account Description	Invoice/CM #	Line Description	Debit Amou	Credit Amoun
9/23/22	4-461 Workers' Comp-Town fu Cash Basis	2022_2ndQTR_A	SUTA - 2nd Quarter - 6/30/22 Adjustment TOWN FUND	11.43	11.43
9/23/22	4-462 Workers' Comp-GA Fun Cash Basis	2022_3rdQTR	SUTA 3rd Quarter - 9/30/22 GENERAL ASSISTANCE FUND	22.74	22.74
9/23/22	4-461 Workers' Comp-Town fu Cash Basis	2022_3rdQTR	SUTA 3rd Quarter 9/30/22 for TOWN TOWN FUND	66.63	66.63
9/23/22	4-462 Workers' Comp-GA Fun Cash Basis	2022_QTR2_adj	SUTA Quarter 2 6/30/22 adjustment to correct done on 9/23/22 GENERAL ASSISTANCE FUND	43.06	43.06
				<b>143.86</b>	<b>143.86</b>

**TRUSTEE LETTER  
TOWN OF THE CITY OF GALESBURG  
OCTOBER 3, 2022**

**AGENDA ITEM:** Ordinance amending the 2022 Township Budget and Appropriation Ordinance.

**SUMMARY RECOMMENDATION:** It is recommended by the Township Supervisor, Township Clerk, Caseworker, and Office Manager, that this ordinance be approved.

**BACKGROUND:** Due to a recent high volume of inquiries for Emergency Rental Assistance, we have depleted our budget allocation for this particular line item. There is sufficient funding available within the Emergency Assistance budget, both in Emergency Utilities and Emergency Miscellaneous. When constructing the budget over a year ago, we were unable to predict the high demand for rental assistance due to evictions vs utility shut-offs. As of now, we have over \$31,000 in our budget line for Emergency Utilities and \$0.00 in the budget line for Emergency Rent.

Numerous factors have contributed to this, including depleted federal COVID-19 funding for rental assistance to help individuals avoid eviction over the past two years. In addition, other agencies have seen their funds depleted this summer which resulted in the Township receiving more calls for help than in past years and a greater assistance burden.

Also due to the pandemic, LIHEAP (Low Income Home Energy Assistance Program) expanded who they could help and are able to provide more utility funding to families than in previous years. This created a scenario where the Township did not need to help with as much emergency utility assistance as in the past. This budget amendment would leave approximately \$7,200 available for qualified Emergency Utility applicants for the remainder of the year.

**BUDGET IMPACT:** None, only reallocating funding line items as follows:

Transfer \$3,000 from Emergency Miscellaneous to Emergency Rent, leaving a \$1,000 balance.

Transfer \$24,000 from Emergency Utilities to Emergency Rent, leaving a \$7,199.25 balance.

**SUPPORTING DOCUMENTS:**

1. Ordinance

**ORDINANCE NO.** \_\_\_\_\_

An amended ordinance appropriating for all town purposes for Township, Knox County, Illinois, for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

**BE IT ORDAINED** by the Board of Trustees of the Town of the City of Galesburg Township, Knox County, Illinois.

**SECTION 1:** That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and as may be needed or deemed necessary to defray all expenses and liabilities of the Town of the City of Galesburg Township, be and the same are hereby appropriated for the town purposes of the Town of the City of Galesburg Township, Knox County, Illinois, as hereinafter specified for the fiscal year beginning January 1, 2022, and ending December 31, 2022.

**SECTION 2:** That the following budget containing an estimate of revenues and expenditures is hereby adopted for the following funds,

Town Fund	General Assistance Fund
IMRF Fund	Social Security & Medicare Fund
Liability Fund	Audit Fund

<b>1. General Town Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$507,934.00</b>
<b>Revenues</b>		
Property Tax	\$310,500.00	
Replacement Tax	\$60,000.00	
Interest Income	\$200.00	
<b>Total Revenues</b>		<b>\$370,700.00</b>
<b>Total Funds Available</b>		<b>\$878,634.00</b>
<b>Expenditures</b>		
Administration	\$173,753.00	
Assessor	\$342,000.00	
<b>Total Expenditures</b>		<b>\$515,753.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$362,881.00</b>
<b>1.11 Administration</b>		

<b>Personnel</b>		
Salaries	\$116,253.00	
<b>Total</b>		<b>\$116,253.00</b>
<b>Contractual Services</b>		
Legal & Professional Service	\$2,500.00	
Travel Expenses - Other	\$2,000.00	
<b>Total</b>		<b>\$4,500.00</b>
<b>Commodities</b>		
Office Supplies/Postage/Publications	\$3,500.00	
Operating Supplies		
<b>Total</b>		<b>\$3,500.00</b>
<b>Other Expenditures</b>		
Building - Maintenance	\$20,000.00	
Town Hall	\$17,000.00	
Miscellaneous Expense	\$500.00	
Contingencies	\$1,000.00	
Capital Outlay - Equipment	\$5,000.00	
Maintenance Agreement	\$4,000.00	
Bonds	\$2,000.00	
<b>Total</b>		<b>\$49,500.00</b>
<b>Total Administration</b>		<b>\$173,753.00</b>
<b>1-12 Assessor</b>		
<b>Personnel</b>		
Salaries	\$218,000.00	
Health Insurance	\$75,000.00	
<b>Total</b>		<b>\$293,000.00</b>
<b>Contractual Services</b>		
Maintenance Agreements	\$6,700.00	
Maintenance Service - Vehicle	\$3,000.00	
Travel & Training - Assessor	\$2,500.00	
Travel & Training - Office	\$5,500.00	
Legal & Professional	\$10,000.00	
<b>Total</b>		<b>\$27,700.00</b>
<b>Commodities</b>		

Office Supplies & Postage	\$6,500.00	
<b>Total</b>		<b>\$6,500.00</b>
<b>Capital Outlay</b>		
Equipment	\$10,000.00	
Vehicle		
<b>Total</b>		<b>\$10,000.00</b>
<b>Other Expenditures</b>		
Miscellaneous Expense	\$500.00	
Contingencies	\$4,000.00	
Other Post Employment Benefits	\$300.00	
<b>Total</b>		<b>\$4,800.00</b>
<b>Total Assessor</b>		<b>\$342,000.00</b>
<b>Total Town Fund</b>		<b>\$515,753.00</b>
<b>11 Audit Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$17,818.97</b>
<b>Revenues:</b>		
Property Tax	\$22,000.00	
Interest Income	\$10.00	
<b>Total Revenues</b>		<b>\$22,010.00</b>
<b>Total Funds Available</b>		<b>\$39,828.97</b>
<b>Contractual Services</b>		
Accounting Service	\$20,000.00	
Office Supplies	\$0.00	
<b>Total Expenditures</b>		<b>\$20,000.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$19,828.97</b>
<b>12 Liability Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$31,191.94</b>
<b>Revenues:</b>		
Property Tax	\$2,500.00	
Interest Income	\$10.00	
<b>Total Revenues</b>		<b>\$2,510.00</b>
<b>Total Funds Available</b>		<b>\$33,701.94</b>

<b>Expenditures</b>		
Unemployment Insurance	\$600.00	
Worker's Compensation - Town	\$1,800.00	
Worker's Compensation - General Assistance	\$300.00	
Office Supplies	\$0.00	
<b>Contractual Services</b>		
Liability Insurance	\$5,000.00	
General Insurance		
Risk Management		
<b>Total Expenditures</b>		<b>\$7,700.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$26,001.94</b>
<b>Illinois Municipal Retirement Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$116,000.34</b>
<b>Revenues</b>		
Property Tax	\$34,000.00	
Replacement Tax		
Interest Income	\$30.00	
<b>Total Revenues:</b>		<b>\$34,030.00</b>
<b>Total Funds Available</b>		<b>\$150,030.34</b>
<b>Expenditures</b>		
Personnel		
Retirement Contribution	\$34,000.00	
Office Supplies	\$40.00	
<b>Total Expenditures</b>		<b>\$34,040.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$115,990.34</b>
<b>Social Security/Medicare Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$74,345.82</b>
<b>Revenues</b>		
Property Tax	\$28,000.00	
Replacement Tax		
Interest Income	\$10.00	
<b>Total Revenues</b>		<b>\$28,010.00</b>



<b>Total Funds Available</b>		<b>\$102,355.82</b>
<b>Expenditures</b>		
Personnel		
Social Security/Medicare	\$34,000.00	
Office Supplies	\$0.00	
<b>Total Expenditures</b>		<b>\$34,000.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$68,355.82</b>
<b>General Assistance Fund</b>		
<b>Beginning Balance 1/1/2022</b>		<b>\$682,811.00</b>
<b>Revenues</b>		
Property Tax	\$134,000.00	
Interest Income	\$150.00	
Other Townships	\$20,000.00	
<b>Total Revenues</b>		<b>\$154,150.00</b>
<b>Total Funds Available</b>		<b>\$836,961.00</b>
<b>Expenditures</b>		
15.11 Administration	\$153,800.00	
15.31 Home Relief	\$280,000.00	
<b>Total Expenditures</b>		<b>\$433,800.00</b>
<b>Ending Balance 12/31/2022</b>		<b>\$403,161.00</b>
<b>15.11 Administration</b>		
<b>Personnel</b>		
Salaries	\$115,000.00	
Health Insurance	\$16,000.00	
<b>Total Expenditures</b>		<b>\$131,000.00</b>
<b>Contractual Services</b>		
Professional Services - Legal	\$200.00	
Travel Expenses	\$1,000.00	
Bonds	\$0.00	
<b>Total Expenditures</b>		<b>\$1,200.00</b>
<b>Commodities</b>		
Maintenance Supplies-Equipment		

Maintenance Agreements	\$2,000.00	
Office Supplies & Postage	\$3,500.00	
<b>Total Expenditures</b>		<b>\$5,500.00</b>
<b>Capital Outlay</b>		
Equipment	\$10,000.00	
<b>Total Expenditures</b>		<b>\$10,000.00</b>
<b>Other Expenditures</b>		
Miscellaneous Expense	\$1,000.00	
Contingencies	\$5,000.00	
Other Post Employment Benefits	\$100.00	
<b>Total Expenditures</b>		<b>\$6,100.00</b>
<b>Total Administration</b>		<b>\$153,800.00</b>
<b>15.31 Home Assistance</b>		
<b>Contractual Services</b>		
Medical and Dental Services	\$10,000.00	
Shelter	\$83,000.00	
Utilities	\$24,000.00	
Funeral & Burial Service	\$4,000.00	
Ambulance	\$1,500.00	
<b>Total Expenditures</b>		<b>\$122,500.00</b>
<b>Commodities</b>		
Food	\$35,000.00	
Personal/Household Needs/Clothing	\$40,500.00	
Client Misc./Insurance/Bus Passes/Laundry	\$12,000.00	
<b>Total Expenditures</b>		<b>\$87,500.00</b>
<b>Other Expenditures</b>		
Assistance Transportation/Misc.	\$3,000.00	
<b>Emergency Assistance - Rent</b>	<b>\$50,000.00</b>	
<b>Emergency Assistance - Utilities</b>	<b>\$16,000.00</b>	
<b>Emergency Assistance - Misc.</b>	<b>\$1,000.00</b>	
		<b>\$70,000.00</b>
<b>Total Home Relief</b>		<b>\$280,000.00</b>
<b>Total General Assistance</b>		<b>\$433,800.00</b>

Section 3: That the amount appropriated for town purposed for the fiscal year beginning January 1, 2022, and ending December 31, 2022, by fund shall be as follows:

General Town Fund	\$515,753	
Audit Fund	\$20,000	
Liability Fund	\$7,700	
Social Security/Medicare Fund	\$34,000	
Illinois Municipal Retirement Fund (IMRF)	\$34,040	
General Assistance Fund	\$433,800	
<b>Total Appropriations</b>		<b>\$1,045,293.00</b>

Approved this \_\_\_\_\_ day of October 2022 by a roll call vote as follows:

Roll Call #: \_\_\_\_\_

Ayes: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Christine Eik Winick, Township  
Supervisor

ATTEST:

\_\_\_\_\_  
Peter D. Schwartzman, Trustee

\_\_\_\_\_  
Kelli R. Bennewitz, Township Clerk