

CITY OF
GALESBURG

ILLINOIS

November 7, 2022

City Council Agenda



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



CITY OF
GALESBURG
ILLINOIS

22-1034	Ordinance	Amending the Tax Increment Financing Fund and Redevelopment Project Area (Central/East Main St TIF 4) (First Reading)
22-2058	Resolution TABLED	Supporting efforts to resolve public safety concerns regarding the Illinois SAFE-T Act
22-2066	Resolution	Estimation of 2022 property tax levy for FY 2023
22-2067	Resolution	Purchase of four parcels from the Knox County Trustee

Bids, Petitions and Communications

Public Comment

City Manager's Report

A. FY23 budget is available for inspection

Miscellaneous Business (Agreements, Approvals, Etc.)

22-4103	Approve	Workers compensation settlement agreement with Jacob Thompson
22-4104	Approve	Minor Plat for the White's Acres Extension 1
22-4105	Approve	Addendum to Cash Rent Lease Agreement at City's Business Park
22-4106	Approve	Intergovernmental Agreement with Knox County regarding use of the Knox County Landfill
22-4107	Approve	Minority/Woman Owned Business Startup Assistance and Southside Occupancy Assistance for Haynes Beauty, LLC, to be located at 1220 Mulberry Street
22-4108	Approve	Purchase of insurance coverage for city liability, property & vehicles
22-4109	Approve	Money Purchase Plan with MissionSquare Retirement

Town Business

22-9024		Bills
22-9025	Resolution	Determine Tax Levy for the Township

Closing Comments

Adjournment



CITY COUNCIL MEETING

City Manager's Report

November 7, 2022

CONSENT AGENDA #2022-21

Item 22-2062 Corporate Signers

Staff recommends approval of a bank signature authorization resolution. Due to the City's newly appointed City Manager, new signatures are required designating those authorized to sign checks from the City's various financial institutions where accounts are held. Authorization is requested from the City Council to include the Mayor, City Clerk, and City Treasurer as the signatures on the checking account and for the facsimile signatures. Authorization is also requested to include the Mayor, City Clerk, City Manager, Finance Director and Senior Accountant as the designees to carry out the necessary banking functions.

Item 22-2063 MFT Fill Materials

Staff recommends approval of a Motor Fuel Tax (MFT) Maintenance Resolution of \$370,000 for the purchase of salt, hot mix asphalt, concrete, CA-6 gravel, and high-performance patching mixture for the 2023 calendar year. In order to bid out this contract, the Illinois Department of Transportation requires the City Council approve a MFT resolution. This resolution covers the materials that will be used in the time period from January 1, 2023 to December 31, 2023.

Item 22-2064 TIF Transfer from TIF 2 to TIF 4 to Assist with Downtown Demolitions

Staff recommends approval of a resolution authorizing the transfer of up to \$450,000 from the Tax Increment Financing (TIF) District II fund to the TIF IV fund. These funds will be utilized toward eligible demolition expenses at 29 Public Square, and/or 140-144 E Main Street, and/or 236-240 S. Seminary Street.

Item 22-2065 Authorizing the Mayor to Sign the Updated MABAS Agreement

Staff recommends approval of the attached resolution and agreement entering into an updated Mutual Aid Box Alarm System (MABAS) agreement. MABAS has a statewide membership of over 200 fire departments. Galesburg Fire is part of Division 31 that includes other fire agencies in Knox, Warren and the southern part of Henry County. The MABAS agreement allows for departments to assist each other in areas such as fire protection, firefighting and the protection of life and property from an emergency or disaster, to provide for communication procedures, training and other necessary functions for the protection of life and property.

Item 22-3040 Road Salt Bid for 2022-2023 Winter Season

Staff recommends approval of the use of the 2022-23 State Bid for Bulk Rock Salt in the amount of \$95.12 per ton from Compass Minerals America, Inc. The increase in price is due to increases in transportation costs, along with material and labor price increases. The proposed rate covers

a period from November 2022 through April 2023, and the city is required to purchase a minimum of 2,000 tons of salt from this contract. Typically, the city uses between 2,500 and 3,000 tons of salt each winter. There are sufficient funds budgeted for this purchase.

Item 22-4101 Geomelt Quote for 2022-2023 Winter Season

Staff recommends approval of the purchase of the Geomelt products: Geomelt 55, EcoSalt, and Bio-AG64 from SNI Solutions as needed for the 2022-2023 winter season. The Geomelt product quoted price for 2022-2023 is \$2.20/gallon delivered and the Bio-AG64 is \$2.50/gallon delivered. Last year's prices were \$2.05/gallon and \$2.25/gallon respectively. The increase in price was due to material and labor price increases. It is estimated that the city will use between 9,000 and 13,500 gallons over the course of a winter season. The EcoSalt product is quoted at \$8.50 per bag which is the same price that was quoted last two years.

Item 22-4102 Renewal of Assured Partners Consulting Agreement

Staff recommends approval of a one year contract renewal with Assured Partners to provide Risk Management Consulting and Insurance Brokerage services for the City for a flat annual fee of \$35,000.00 for the period 1/1/2023 through 12/31/2023.

Item 22-8020 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 22-1031 Amending Chapter 50, Solid Waste (Final Reading)

Staff recommends approval of amending Chapter 50 regarding solid waste to match the new solid waste contract with Waste Management that was approved at the October 3, 2022 City Council meeting. Based on the new contract, amendments to the existing ordinance are necessary to update a few definitions and remove references to clean up days.

Item 22-1032 Revenue Adjustments (Final Reading)

Staff recommends approval of two revenue adjustments. It is recommended to remove the fee for bags of ice from Allison Campground from the revenue schedule, as this is a concession item. In addition, it is recommended to amend the monthly refuse fee from \$23.18 to \$24.29 per month in correspondence solid-waste contract with Waste Management that was approved by City Council at the October 3, 2022 City Council meeting.

Item 22-1033 Dissolving the Tax Increment Financing Fund (East Main St TIF 2) (First Reading)

Staff recommends approval of an ordinance dissolving the Tax Increment Financing fund and Redevelopment Project Area 2 (E Main St TIF 2). TIF 2 is set to expire December 31, 2022 and as part of the process the City must pass an ordinance dissolving the TIF fund and terminating the area designated as TIF redevelopment project area I (E Main St TIF 2).

Item 22-1034 Amending the Tax Increment Financing Fund (Central/East Main St TIF 4) (First Reading)

Staff recommends approval of an ordinance amending the Tax Increment Financing fund and Redevelopment Project Area 4 (Central / E Main St TIF 4) and deleting certain parcels. When TIF 4 was created in 2008, it was agreed upon by all taxing districts that the early termination subarea would expire at the same time the TIF 2 would expire. An aerial of this area is included as an Exhibit in the Ordinance, but it is generally along East Main Street from approximately Duffield Avenue easterly to Chestnut Street. The early termination area includes 133 parcels. The remaining portion of TIF 4 will remain in place until it is set to expire on December 31, 2031.

Item 22-2058 Supporting Efforts to Resolve Public Safety Concerns Regarding the Illinois SAFE-T Act (TABLED)

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. This resolution was originally presented at the October 3, 2022 City Council meeting, at which time it was tabled until November 7, 2022. The attached red-line resolution illustrates the changes incorporated per City Council member request since the resolution was presented at the prior meeting.

Item 22-2066 Estimation of 2022 Property Tax Levy for FY 2023

Staff recommends approval of a resolution to determine the 2022 Property Tax Levy. This resolution indicates an intention not to exceed 105 percent of the 2021 tax extension and thus does not require a truth in taxation public hearing.

Item 22-2067 Purchase of Four Parcels from the Knox County Trustee

Staff recommends approval of a resolution authorizing the purchase of four parcels from the Knox County Trustee for \$823 per parcel. The Knox County Trustee, on behalf of all taxing districts, acquired title to the properties located at 574 Monmouth Boulevard, 215 S. Pearl Street, 349 W. Brooks Street, and a vacant lot located behind 407 W. Brooks Street (99-15-176-040). The City is interested in acquiring two of the parcels for demolition, and two of the parcels on behalf on Knox College. The city proposes to acquire 574 Monmouth Boulevard and 215 S. Pearl Street in order to demolish dilapidated structures located on the properties. After acquisition of 349 W. Brooks Street, and a vacant lot located behind 407 W. Brooks Street (99-15-176-040), the city would transfer the properties to Knox College, as the parcels are adjacent to property owned by the college. Only one of these parcels contains a structure, which Knox College would evaluate and either rehabilitate or demolish. The transfer of these two parcels would assist Knox College with expanding their footprint and would also bring the neglected properties back into a productive use. Sufficient funds are budgeted for the purchase and demolition of 574 Monmouth Boulevard and 215 S. Pearl Street. There is no cost to the city to acquire the two additional parcels for Knox College, as they will reimburse the city for all costs associated with acquiring those parcels.

BIDS, PETITIONS AND COMMUNICATIONS

CITY MANAGER'S REPORT

A. FY23 Budget is available for inspection.

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 22-4103 Workers Compensation Settlement Agreement with Jacob Thompson

Staff recommends approval of a settlement agreement, which resolves the pending workers' compensation case of Jacob Thompson related to an injury sustained in November 2021. In exchange for a release of claims, Mr. Thompson will be compensated \$12,093.75.

Item 22-4104 Minor Plat for the White's Acres Extension 1

The Planning and Zoning (P&Z) Commission recommends approval of the Minor Plat of the White's Acres Extension 1 and waiver of the installation of a public sidewalk. Staff concur with the P&Z's recommendation. This proposed subdivision is outside the city limits, but within 1 ½ miles of the corporate boundaries and thus, subject to the City's normal subdivision review process. The subdivision is generally located west, and slightly north, of Lake Storey. The property is currently zoned Agricultural in Knox County, and the proposed subdivision would create two lots for potential residential development.

Item 22-4105 Addendum to Cash Rent Lease Agreement at City's Business Park

Staff recommends approval of an addendum to the cash rent lease agreement at the City's business park, extending the lease by one year. The existing cash rent lease agreement covers approximately 170.5 acres east of Knox Road 650 E in the Galesburg Business Park and expires January 1, 2023. At a future meeting, Council will be considering an application for a Consolidated Rail Infrastructure and Safety Improvements (CRISI) program grant for a potential project at the City's Business Park. At this time, it would be appropriate to extend the lease Agreement one more year while we await word on the grant announcement. The current cash rent per acre is \$321, for a potential total annual rent of \$54,730.50.

Item 22-4106 Intergovernmental Agreement with Knox County Regarding use of the Knox County Landfill

Staff recommends approval of five year agreement with Knox County for the use of the Knox County Landfill. On October 3, 2022, the City Council approved a five-year contract with Waste Management for solid waste collection services. The City's Waste Management contract specifies that the refuse collected by Waste Management must be taken to the Knox County Landfill. The current contract between the City and the Knox County Landfill will expire on December 31, 2022. The current (FY22) rate is \$40/ton which is a reduced rate since we are in Knox County. By having a five-year contract with both the Knox County Landfill and Waste Management, the City can provide stability to the refuse account with known increases. The Knox County Board has proposed entering into a five-year agreement with the City that provides for increases in price of \$1/ton in years 2023 – 2025, and an increase of \$0.75/ton for years 2026 – 2027.

Item 22-4107 Minority/Woman Owned Business Startup Assistance and Southside Occupancy Assistance for Haynes Beauty, LLC

The KCAP Review Committee recommends the approval of a \$5,000 Startup grant and a \$3,200 Southside Occupancy grant for Haynes Beauty, LLC. Staff concur with this recommendation. Haynes Beauty, LLC is proposing to lease space at 1220 Mulberry Street to operate her business. Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. Initially, Ms. Haynes will be the only employee, so she is eligible to request a \$5,000 startup grant. Per the Southside Occupancy Assistance Program guidelines, the business is eligible to request 1/3 of the annual rent or \$5,000 per year, whichever is less for a maximum of two years. In this situation, it is estimated the maximum incentive will be up to \$3,200 over the two-year period.

Item 22-4108 Purchase of Insurance Coverage for City Liability, Property, and Vehicles

Staff recommends approval of the purchase of insurance policies from the Illinois Municipal League Risk Management Association (RMA). Coverages include general liability, property damage for buildings, automobile liability & physical damage for the fire & police departments and transit vehicles, public official bonds, and law enforcement liability for the period 1/1/2023 - 12/31/2023. The policy has a deductible of \$10,000 per occurrence for most lines of coverage and would become effective January 1, 2023 with an annual premium of \$457,939.00. This is an increase of approximately 3.5%, which is under the projected and budgeted amount for plan year 2023. If the premium is paid on or before November 18th, we will receive a 1% early payment discount, reducing the annual cost being approved to \$453,359.61

Item 22-4109 Money Purchase Plan with MissionSquare Retirement

Staff recommends approval of the 401(a) Money Purchase Plan Administrative Services Agreement. In accordance with the terms and conditions of employment for the new city manager, the city agrees to establish a 401(a) Money Purchase Plan with MissionSquare Retirement for the benefit of the city manager. To do so, approval of the Administrative Services Agreement is the first of two steps. Once the Administrative Services Agreement is approved, MissionSquare will produce the plan adoption agreement and trust agreement for approval. The plan will be solely funded by contributions directly from the city manager's annual salary.

TOWN BUSINESS

Item 22-9024 Town Bills

Item 22-9025 Determine Tax Levy for the Township

Respectfully submitted,
Wayne Carl
Interim City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
October 17, 2022
5:30 p.m.

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

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Kevin Wallace, Dwight White, Sarah Davis, Jaclyn Smith-Esters, and Larry Cox, 8. 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 Smith-Esters moved, seconded by Council Member Wallace, to approve the minutes of the City Council's regular meeting from October 3, 2022.

Roll Call #2:

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

Nays: None

Absent: None

Abstain: Council Member Davis, 1.

Chairman declared motion carried.

Proclamations: Manufacturing Month
United Way Months

CONSENT AGENDA #2022-20

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

22-2059

Approve a Supplemental Motor Fuel Tax Resolution in the amount of \$2,068.69 for the Flashing Yellow Arrow Project.

22-2060

Approve Resolution 22-52 authorizing the transfer of \$10,536.26 from the TIF District II fund to the TIF District IV fund.

22-6005

Approve the appointment of Annette McAllister (term expires June 2024) to the Public Transportation Advisory Commission.

22-8019

Approve bills in the amount of \$1,259,349.68 and advance checks in the amount of \$316,510.91.

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve Consent Agenda 2022-20.

Roll Call #3:

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

Nays: None

Absent: None

Chairman declared motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

22-1031

Ordinance on first reading amending Chapter 50 of the Galesburg Municipal Code amending definitions and removing references to Clean Up Days.

22-1032

Ordinance on first reading adjusting the monthly refuse rate based on the approval of the new refuse contract and removing the fee for bags of ice for the Parks & Recreation Department.

22-2061

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve Resolution 22-53 supporting the National Railroad Hall of Fame and the intent to pledge up to \$1 million towards the construction and development of the National Railroad Hall of Fame.

Roll Call #4:

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

Nays: None

Absent: None

Abstain: Council Member Wallace, 1.

Chairman declared motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

PUBLIC COMMENT

Tom Simkins, Karrie Heartlein, Gayla Pacheco, and Harrell Timmons, thanked the Council for their support on the renewed Blue Ribbon Award program in conjunction with Community Development. This month, they would like to honor the City with the award for the demolition of the structure at Chambers and South Streets. They understand how difficult it is to take demolition action on properties and they appreciate the commitment the City has for wanting the community to look attractive.

Robert Cain addressed the Council and understands that Waste Management is a large corporation and he hopes they are providing excellent services to the City and community.

CITY MANAGER'S REPORT

- A. October 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, October 24th, 5:30 p.m., to discuss the recent Community Survey and the City's Capital Improvement Plan.
- D. A work session will be held on Monday, November 14th, 5:30 p.m., to discuss the City's finances.

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

22-4095

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve a three-year agreement with Azavar to provide revenue and tax audits to the City of Galesburg.

Council Member Hix inquired about the ability to audit other fees, such as hotel/motel tax. Finance Director Gloria Osborn stated that her staff makes those inquiries and has a good relationship with the local businesses in terms of collection. She also noted that the State collects many of these fees, which are then routed to the City.

Council Member Hix stated that he would be interested in designating the money recouped from this agreement towards the City's police and fire pensions.

Roll Call #5:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4096

Council Member Dennis moved, seconded by Council Member Wallace, to approve a Tourism Agreement with the Galesburg Tourism and Visitors Bureau ending December 31, 2025, to develop, design, and implement a tourism marketing program for the purpose of promoting the City of Galesburg and Knox County. The City will pay the Bureau \$190,000 annually from the hotel/motel tax revenues.

Roll Call #6:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4097

Council Member Dennis moved, seconded by Council Member Smith-Esters, to approve a three-year lease agreement with the Galesburg Tourism and Visitors Bureau for 2163 East Main Street (Welcome Center)

Roll Call #7:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4098

Council Member Smith-Esters moved, seconded by Council Member Davis, to approve an engineering agreement with Hutchison Engineering in the amount of \$259,619 for the Lake Storey Multi-Use Path project.

Roll Call #8:

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

Nays: None

Absent: None

Chairman declared motion carried.

22-4099

Council Member Smith-Esters moved, seconded by Council Member Cox, to approve a Major Project Grant in the amount of \$200,000 to FCA, LLC.

Roll Call #9:

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

Nays: None

Absent: None

Chairman declared motion carried.

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

TOWN BUSINESS

22-9023

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	\$7,725.19
General Assistance Fund	\$2,165.32
IMRF Fund	\$1,775.54
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
Total	\$11,666.05

Roll Call #10:

Ayes: Trustees Hix, Hix, Wallace, Davis, Smith-Esters, White, and Cox, 7.
Nays: None
Absent: None
Chairman declared motion carried.

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

CLOSING COMMENTS

Council Member Smith-Esters stated that with the colder temperatures and time changing soon, she asked citizens to be mindful of kids getting to and from school. She also announced that early voting is taking place at City Hall, reminding citizens that changing government is up to the residents and encouraging them to vote.

Council Member Davis stated that with Halloween approaching everyone needs to be extremely careful since kids will be running around. She also invited the public to Treat Street, downtown Galesburg, Saturday, October 29th, 11 a.m. to 1 p.m.

Council Member Hix thanked the City for issuing a proclamation for the United Way Months. He also announced that there will be a Great Balloon Race Fall Music Trivia event on Saturday, October 22nd at the Knights of Columbus.

He also stated that the SAFE-T Act resolution will be back on the Council agenda at their November 7th meeting. He noted that he had not read the entire bill but that the senators and representatives likely didn't read it as well, especially since 700 pages were added to the original act during the Lame Duck session. Because this act impacts crime, safety, and our residents, he feels that it needs to be reviewed. He noted that in 2021, the City had 57 confirmed shootings, some of which could have walked free due to no cash bond for some serious crimes. He also noted that the State's Attorney filed a lawsuit to get rid of the act less than 24-hours after he addressed the Council.

Council Member Wallace stated that he has lost many friends throughout his time at the Railroad due to stress. He suggested that possibly the City look at starting a social services commission to help people in our community become better functioning adults, similar to the help the City provides through the Youth commission. Council Member Wallace echoed Council Member Hix's sentiments regarding the SAFE-T Act and that it needs to be reviewed.

He also thanked Ken Springer for his work on bringing jobs and people back into our community.

Council Member Dennis announced that Jerry McClaren passed away yesterday and that he was an officer with the Knox County Sheriff's office and will be sadly missed in the community.

Council Member White also thanked Ken Springer for bringing many projects to fruition and that he is grateful for all he does for our community.

He thanked State's Attorney Karlin for questioning items in the SAFE-T Act, such as if no bail is unconstitutional. He noted that the Council has no power to change the act, but suggested people call their legislators. He applauded the State's Attorney for bringing the act back into perspective and argued that many people need these reformed laws. Council Member White also thanked Council Member Hix for his questions on the Azavar agreement.

Mayor Schwartzman thanked Ken Springer for the information on the Manufacturing Showcase scheduled for Thursday, October 27th, 9 a.m. - 2 p.m. at the Galesburg Area Vocational Center. The Mayor stated that he was also able to be at the installation of a Fit Pit at Silas Willard School. He thanked OSF, Tom Simkins, and Mark & Jeanette Kleine for their help with the project. He also thanked Randy Newcomb for the sweatshirts that he provided to the Council and noted that they would be available for sale at Discovery Depot and the Arts Center.

The Mayor invited residents to take part in the Haunted Trail - Walk of the Dead at the Lake Storey Nature Center, open every Friday and Saturday in October, 7 - 11 p.m. He thanked Darla Krejci for all her work on the project.

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

Roll Call #11:

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

Nays: None

Absent: None

Chairman declared motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Bank Signature Authorization Resolution

SUMMARY RECOMMENDATION: The Interim City Manager and the City Clerk recommend Council approve the resolution.

BACKGROUND: Due to the City's newly appointed City Manager, new signatures are required designating those authorized to sign checks from the City's various financial institutions where accounts are held. Authorization is requested from the City Council to include the Mayor, City Clerk, and City Treasurer as the signatures on the checking account and for the facsimile signatures. The checks issued by the City of Galesburg for payroll and bill paying will be by facsimile signatures. Authorization is also requested from the City Council to include the Mayor, City Clerk, City Manager, Finance Director and Senior Accountant as the designees to carry out the necessary banking functions.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Resolution

WHEREAS, The City of Galesburg requires all checks to be executed by three signatures, and

WHEREAS, The City of Galesburg currently uses a facsimile stamp with three signatures that is honored by our designated financial institution, and

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

Section 1. The City Council authorizes the City's designated financial institutions to honor any City check showing the actual signature or facsimile stamp with the following names:

- a. Peter Schwartzman, Mayor
- b. Kelli R. Bennewitz, City Clerk
- c. Gloria P. Osborn, City Treasurer

Section 2. The City Council further authorizes the City's designated financial institutions to honor the signature and transfer of funds to other financial institution(s) for other activities such as investment with two of the following names and to honor the signature and transfer of funds to the City's designated financial institutions with one of the following names:

- a. Peter Schwartzman, Mayor
- b. Kelli R. Bennewitz, City Clerk
- c. Gloria P. Osborn, Finance Director
- d. Bobbi J. Chockley, Assistant Finance Director
- e. Gerald C. Smith, Sr., City Manager

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

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
NOVEMBER 7, 2022**

AGENDA ITEM: Motor Fuel Tax (MFT) Maintenance Resolution for purchase of salt, hot mix asphalt, concrete, CA-6 gravel, and high-performance patching mixture for the 2023 calendar year.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the Motor Fuel Tax Maintenance Resolution for 2023 material purchases.

BACKGROUND: For the 2023 calendar year, concrete, salt, hot mix asphalt, CA-6 gravel, and high-performance patching mixture is budgeted to be paid from the MFT Fund. In order to bid out this contract, the Illinois Department of Transportation requires the City Council approve a MFT resolution. This resolution covers the materials that will be used in the time period from January 1, 2023 to December 31, 2023. The total of the resolution is \$370,000. Salt is purchased based on a contract with the State of Illinois and will be brought for approval at a future meeting for the 2022-2023 winter season. It is proposed to open bids on the materials in December and the bids will be brought to the Council for approval at that time.

BUDGET IMPACT: There are sufficient funds budgeted for this work in the 2023 Budget from the MFT Fund.

SUPPORTING DOCUMENTS:

1. MFT Resolution



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 4, Knox, [blank], Original, 23-01003-57-GM

BE IT RESOLVED, by the Council of the City of Galesburg Illinois that there is hereby appropriated the sum of three hundred seventy thousand and 00/100 Dollars (\$370,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Galesburg shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kelli Bennewitz City Clerk in and for said City of Galesburg in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Galesburg at a meeting held on 11/07/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of November, 2022

(SEAL)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

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

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

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

Attached for the City Council's consideration is a resolution authorizing the transfer of up to \$450,000 from TIF II to TIF IV. These funds will be utilized toward eligible demolition expenses at 29 Public Square (Parcel Identification Number 99-10-457-004) and/or 140-144 E Main Street (Parcel Identification Numbers 99-15-227-005 and 99-15-227-006) and/or 236-240 S Seminary St (Parcel Identification Numbers 99-15-235-018 and 99-15-235-019 and 99-15-235-020).

BUDGET IMPACT: The resolution provides for the transfer of up to \$450,000 between the TIF II Fund and the TIF IV Fund. Sufficient funds are available in the TIF II Fund.

SUPPORTING DOCUMENTS:

1. Resolution

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

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

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

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

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

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

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

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

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

4. That the City Council authorizes the Director of Finance and Information Systems to make a transfer of up to \$450,000 from the TIF II Fund to the TIF IV Fund to assist with the financing of a project, specifically, funds will be used toward eligible demolition expenses at 29 Public Square (Parcel Identification Number 99-10-457-004) and/or 140-144 E Main Street (Parcel Identification Numbers 99-15-227-005 and 99-15-227-006) and/or 236-240 S Seminary St

(Parcel Identification Numbers 99-15-235-018 and 99-15-235-019 and 99-15-235-020) in furtherance of the objectives of the redevelopment plan identified above.

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

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

Roll Call #:

Ayes: _____

Nays: _____

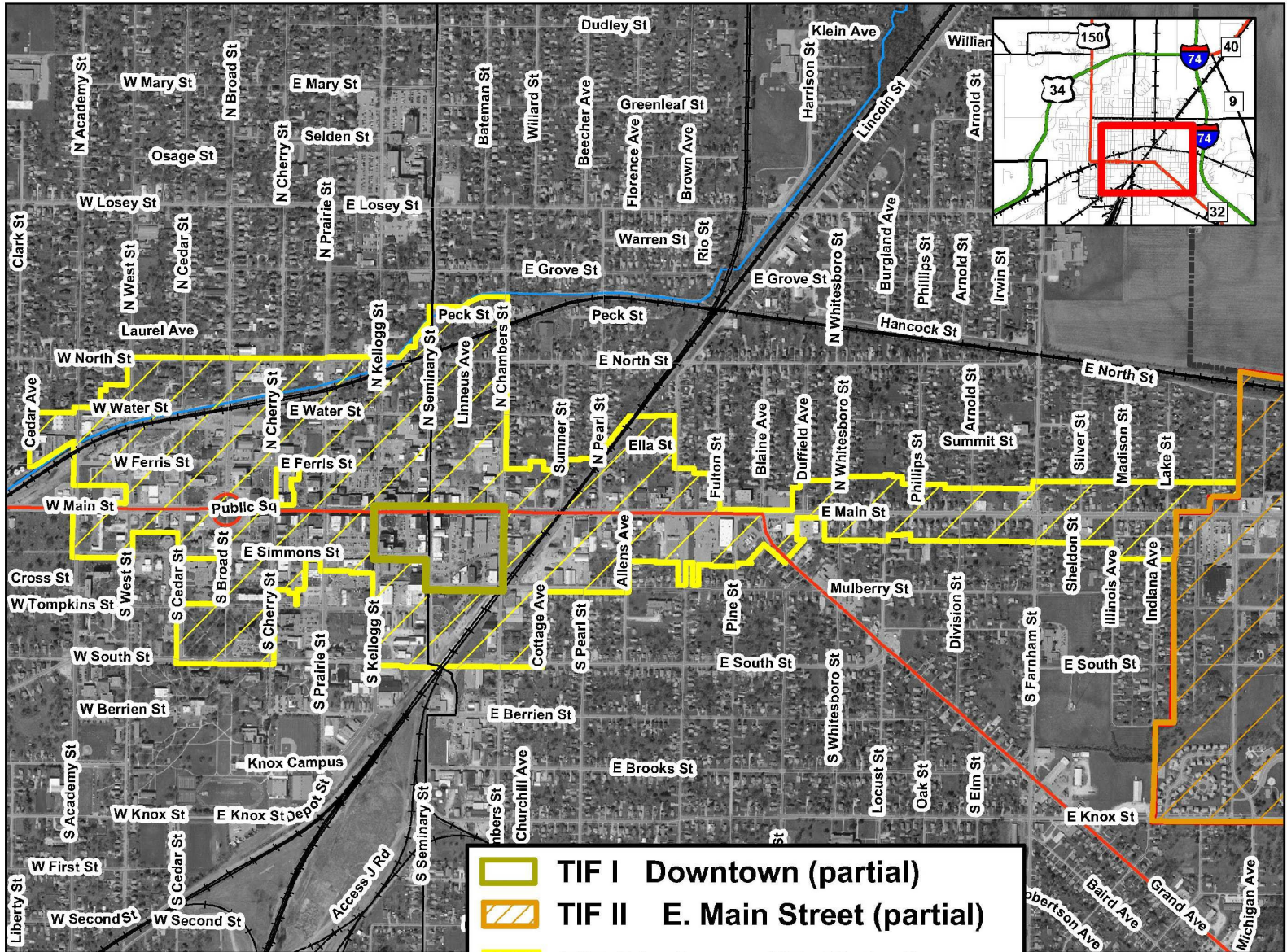
Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



- TIF I Downtown (partial)
- TIF II E. Main Street (partial)
- TIF IV Central/E. Main Street

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Approve a resolution authorizing the Mayor to sign a Mutual Aid Box Alarm System (MABAS) agreement improving the current Mutual Aid Agreement between the Galesburg Fire Department and area Fire Departments and Fire Protection Districts.

SUMMARY RECOMMENDATION: The Interim City Manager and Fire Chief recommend approval of the resolution authorizing the Mayor to sign the MABAS Agreement.

BACKGROUND: The Galesburg Fire Department has active Mutual Aid Agreements with area fire departments and fire protection districts. The Constitution of the State of Illinois and the Intergovernmental Cooperation Act allow governments to sign agreements to assist each other in areas such as fire protection, firefighting and the protection of life and property from an emergency or disaster, to provide for communication procedures, training and other necessary functions for the protection of life and property. MABAS has a statewide membership of over 200 fire departments. These departments are divided into divisions. Galesburg Fire is part of Division 31 that includes other fire agencies in Knox, Warren and the southern part of Henry County.

The MABAS agreement also provides Galesburg Fire with the ability to assist other fire departments during a “declared disaster” by the Governor of the State of Illinois. GFD is eligible to recover expenses from Illinois Emergency Management Agency.

BUDGET IMPACT: None.

SUPPORTING DOCUMENTS:

1. MABAS Agreement letter
2. MABAS New Master Agreement
3. Resolution



MUTUAL AID BOX ALARM SYSTEM

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Wheeling, IL 60090
PHONE: 847-403-0500
FAX: 847-215-1875

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CHIEF EXECUTIVE OFFICER

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ALL DIVISIONS NOTICE

At the October 19, 2022 MABAS Executive Board meeting in Peoria the new Mutual Aid Box Alarm System Master Agreement was approved by a unanimous vote. What this now means is that all MABAS member agencies must have the new Agreement approved and signed by the members authorizing board no later than 12:01 a.m. Central Standard Time on January 1, 2024.

In order to accomplish this task, each MABAS Divisional Executive Board will be provided copies of the new MABAS Master Agreement along with Resolution or Ordinance authorization forms. It will be the responsibility of each MABAS Division's Executive Board to forward these documents to each of their member agencies for approval.

Copies of the documents will be available to download on the MABAS website www.MABAS-il.org.

Required to be submitted,

- Signed copy of the MABAS Master Agreement
- Signed copy of the Authorizing Resolution or
- Signed copy of the Authorizing Ordinance
- The preferred method of delivery would be email to agreements@mabas-il.org

Documents can also be mailed using the address of;
MABAS
233 West Hintz Road
Wheeling, IL 60090
ATTN: Bernie Lyons

Remember, it is critical that MABAS Headquarters receive each set of signed documents from MABAS members **no later 12:01 CST on January 1, 2024**. Please contact your local MABAS Operations Branch Chief should you have any questions.

The MABAS Leadership Board appreciates everyone's efforts in accomplishing this important and necessary task.

Thank you.

Don Davids, MABAS President Glenn Ericksen, MABAS CEO



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves , with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
- T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN
THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gamut from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and the Council of the City of Galesburg have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services

and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of the Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by the law.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KNOX)

CLERK'S CERTIFICATE

I, Kelli R. Bennewitz, the duly qualified and acting Clerk of the City of Galesburg, Knox County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Resolution entitled:

RESOLUTION NO. _____

**AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM
(MABAS MASTER AGREEMENT 2022)**

Which Resolution was duly adopted by said Council at a meeting held on the ___ day of _____,
2022.

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: State Bid Approval recommendation, 2022-2023 winter supply of bulk rock salt for the City of Galesburg.

SUMMARY RECOMMENDATION: The Director of Public Works and the Purchasing Agent recommend that the City Council approve the use of the 2022-23 State Bid for Bulk Rock Salt in the amount of \$95.12 per ton from Compass Minerals America, Inc.

BACKGROUND: Annually, the City requests to be included in the State of Illinois Central Management Services bid for the purchase of Bulk Rock Salt. The benefits of this type of inclusion are: 1) the City purchases rock salt at a discount due to being included in a volume purchase and 2) the City reduces the risk of not being able to obtain rock salt in a timely manner. Contract pricing for this material is based upon the winter season. The rate charged for rock salt changes each August. Rates fluctuate based on the anticipated demand for salt. The increase in price is due to increases in transportation costs along with material and labor price increases. The proposed rate for approval covers a period from November 2022 through April 2023. The City is required to purchase a minimum of 2,000 tons of salt from this contract. Typically, the city uses between 2,500 and 3,000 tons of salt each winter but has used more for harsh winters. The city currently has about 2,000 tons stored in the salt building at this time.

For historical purposes, prior year rates:

Year	Vendor	Rate
2021-2022	Compass	\$73.69
2020-2021	Cargill	\$40.63
2019-2020	Compass	\$72.48
2018-2019	Cargill	\$55.979
2017-2018	Cargill	\$50.89
2016-2017	Cargill	\$68.65
2015-2016	Cargill	\$68.65

BUDGET IMPACT: The City budgets annually for anticipated bulk salt use through the Motor Fuel Tax Fund. The City has budgeted sufficient funds for the winter season.

SUPPORTING DOCUMENTS:

1. 2022-23 CMS Rock Salt Contract

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

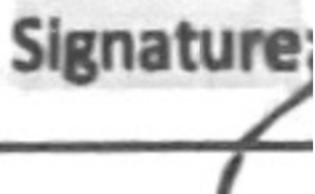
1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY23
22-416CMS-BOSS4-P-43046

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Jamie Standen	Fax: 913-338-7945
Title: Chief Commercial Officer	Email: highwaygroup@compassminerals.com
Date: July 18, 2022	Orders: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/28/22
Printed Name: Anthony Pascente by Krysti Rinaldi	
Official's Title: Acting Director by Assistant Deputy Director	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 22-416CMS-BOSS4-R-128177
- Project Title: JPMC Rock Salt bulk, FY23
- Contract #: 22-416CMS-BOSS4-P-43046
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-29847
- BidBuy Publication Date: 06/14/2022
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered and within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- 1.2.2.1. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

- 1.2.2.2. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. **Quantity Commitments:** All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- 1.2.3.1. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

- 1.2.3.2. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- 1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- 1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- 1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- 1.2.4.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on

the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.4.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
B = Net weight shown on the delivery ticket from IWC1
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

1.2.4.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

1.2.5.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate

shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.5.2 **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3 **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4 **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5 **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- 1.2.5.6 **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7 **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

1.2.5.8 Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The District are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

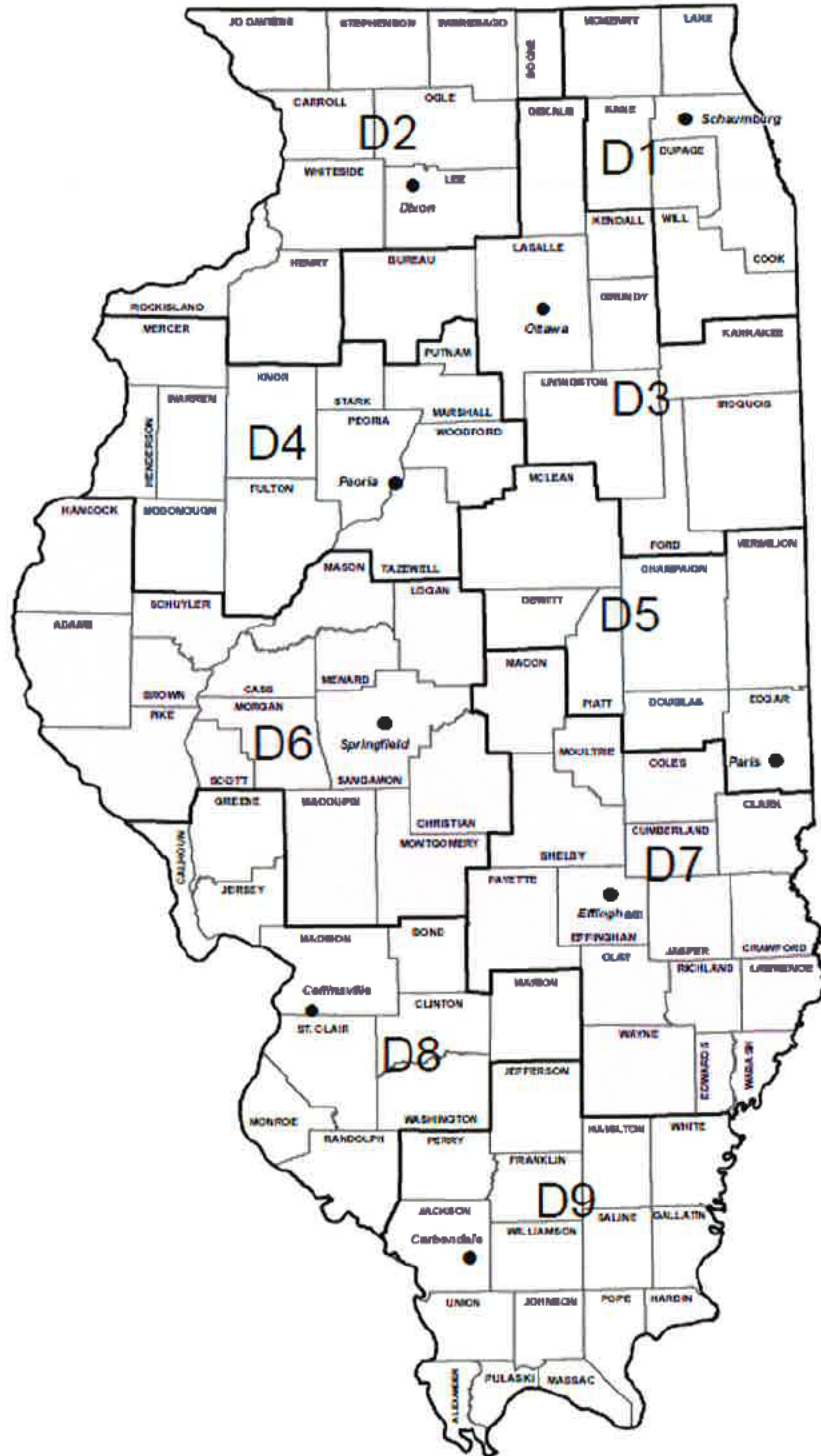
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.4.4 . Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

- Subcontractor Name: [Click here to enter text](#)

Amount to Be Paid: [Click here to enter text](#)

Address: [Click here to enter text](#)

Description of Work: [Click here to enter text](#)

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any of the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted by entering the cost per unit of measure on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 MAXIMUM AMOUNT: This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2023.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2 RENEWAL: N/A**

- 3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 **Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 **Minority Contractor Initiative:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 **Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 **Federal Funding:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or

completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received

in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount

required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of

Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

2021-22 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-22.2021.html>

2021-23 <https://www.illinois.gov/government/executive-orders/executive-order.executive-order-number-23.2021.html>

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
Chicago, IL				
Calumet Transload	\$2,225,000		10730 Burley Avenue, Chicago, IL 60617	Form B
5 Star Hauling		\$625,000	14210 Kenton Ave., Crestwood, IL 60418	Form B
Garus Trucking		\$225,000	7264 W 21st Ave., Gary IN 46406	Form A
Sunset		\$275,000	1320 S Virginia, Crystal Lake, IL 60014	Form B
Truck King Hauling Contractors, Inc.		\$1,350,000	4600 W 48th St, Chicago. IL 60632	Form B
Keokuk, IA				
Roquette American Services Inc.	\$125,000		2301 Twin Rivers Road, Keokuk, IA 52632	Form A
97 Grain and Trucking- dba Midwest Express		\$58,000	10060 E 350 Macomb, IL 61455	Form B
George Potterfield Trucking		\$15,000	207 County Line Road, Monroe City, MO 63456	Form B
Commanche, IA				
ADM	\$275,000		1419 N Washington Blvd, Comanche, IA 52730	Form A
ADM- Transport		\$400,000	4666 Faries Parkway Decatur, IL 62526	Form A
Louisiana, MO				
Wayne B Smith	\$165,500		10415 Hwy 79, Louisiana, MO 63353	Form B
George Potterfield Trucking		\$385,000	207 County Line Road, Monroe City, MO 63456	Form B
Meredosia, IL				
Meredosia Terminal	\$175,000		Route 104 West of Bridge, Meredosia, IL 62665	Form B
SMS		\$325,000	520 N Webster, Jacksonville, IL 62650	Form B
Metropolis, IL				
Waterway Ag.	\$95,000	\$183,000	208 Yasada Street, Metropolis, IL 62960	Form A
Milwaukee, WI				
Compass Minerals	\$425,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$325,000	39882 N Mauser Dr Wadsworth, IL 60083	Form B
PJ's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150	Form B
Portland		\$375,000	98 E Shore Drive, Random Lake, WI 53075	Form B
Tonyan Bros.		\$260,000	5101 N Richmond Rd., Ringwood, IL 60072	Form A
Zizzo's		\$260,000	3000 Sheridan Rd., Kenosha, WI 53140	Form B
Mt. Vernon, IN				
Mulzer Crushed Stone	\$65,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B
Mulzer Crushed Stone		\$86,000	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B
Peoria, IL - J&L				
J&L Dock	\$425,000		92 South St., Peoria, IL 61602	Form A
Heinz Bros. Trucking		\$565,000	538 W Knoxville St, Brimfield, IL 61517	Form A
St. Louis, MO (Beelman)				
Beelman Terminal	\$515,000		210 Bremen Ave., Venice, IL 62090	Form B
Beelman Logistics		\$615,000	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B
St. Louis, MO (Oakley)				
Bruce Oakley	\$15,000		1 Angelica St. St. Louis, Mo 63353	Form B
George Potterfield Trucking		\$16,500	207 County Line Road, Monroe City, MO 63456	Form B
Dubuque, Ia				
Peavey Co, Gavilon Grain	\$35,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K - Form B
All Seasons Trucking		\$42,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K - Form A
Rock Island, Il				
Alter- Rock Island River Terminal	\$315,000		7th Ave MIJ Street Rock Island, IL 61201	Form A
Overland Systems		\$415,000	13631 110th Ave Davenport, IA 52804	Form A
Henry - Middle River Marine				
Henry - Middle River Marine	\$295,000		1440 County Road 1500 E, Henry, IL 61537	Form A
Ozinga Transportation, Inc.		\$525,000	1440 County Road 1500 E, Henry, IL 61537	Form A
Lemont - Middle River Marine				
Lemont - Middle River Marine	\$325,000		11400 Old Lemont Road, Lemont, IL 60439	Form A
Ozinga Transportation, Inc.		\$425,000	11400 Old Lemont Road, Lemont, IL 60439	Form A
Ottawa - Ottawa Barge Terminal				
Harmon Farms Trucking		\$100,000	3880 E 11th Road, Utica, IL 61373	Form B
Ottawa - Ottawa Barge Terminal	\$262,000		1365 N 2803 RD OTTAWA, IL 61350	Form A
Wiesbrock Trucking		\$240,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A

*All \$'s are subject to change based on contract award

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Approval of purchase of Geomelt products for the 2022-2023 winter season.

SUMMARY RECOMMENDATION: The Director of Public Works and Purchasing Agent recommend the approval of the purchase of the Geomelt products: Geomelt 55, EcoSalt, and Bio-AG64 from SNI Solutions as needed for the 2022-2023 winter season at the quoted prices.

BACKGROUND: Geomelt, EcoSalt, and Bio-AG64 are exclusively supplied to our area by SNI Solutions from Geneseo. There are no comparable products on the market and the city has had good experience in the past utilizing the Geomelt and Ecosalt products.

The Street Division utilizes the product, Bio-AG64, which mainly uses Geomelt 55 but has additives in order to allow it to work at even colder temperatures. This product has performed well and will be the primary product utilized this year. The product is mixed with rock salt and then is applied to the roadways. It coats the salt and makes it less corrosive to vehicles, equipment, and the roadway infrastructure. The Bio-AG64 coating makes the salt tacky which helps the salt stick to the roadway and reduces “bounce” of the salt off the road into the surrounding terraces. Use of the product results in safer streets, less corrosion of our trucks and equipment, vehicles using the streets, and of roadways and bridges.

The Geomelt product quoted price for 2022-2023 is \$2.20/gallon delivered and the Bio-AG64 is \$2.50/gallon delivered. Last year’s prices were \$2.05/gallon and \$2.25/gallon respectively. The increase in price was due to material and labor price increases. It is estimated that the city will use between 9,000 and 13,500 gallons over the course of a winter season. The EcoSalt product is quoted at \$8.50 per bag which is the same price that was quoted last two years. The EcoSalt is used for sidewalk areas where road salt cannot be applied. The product contains a corrosion inhibitor and is an environmentally friendly material. It is used around City facilities as well as on sidewalks for some overpass bridges.

BUDGET IMPACT: There are sufficient funds budgeted in the City Gas Tax Fund for this material.

SUPPORTING DOCUMENTS:

1. Price Quote Letter from SNI



205 N. STEWART ST
GENESECO, IL 61254
PH: 888-840-5564 FAX: 309-944-4620

www.snisolutions.com

QUOTATION

Customer Name: J R
Company Name: City of Galesburg
City, State, Zip: Galesburg, IL

October 11, 2022

RE: Pricing for 2022-23

Hello J R

Please find your pricing – based on 4500 gallons - as follows:

1. Geomelt 55 \$2.20per gallon
2. Biomelt AG 64 \$2.50 per gallon
3. Ecosalt – 50# bags/48 bags per pallet 8.50 per bag - F.O.B Geneseo, IL

For liquids, this is delivered pricing with a minimum quantity of 3000 gallons per order for delivery at no additional charge. On Ecosalt, this is delivered pricing with a minimum of 8 pallets per order for delivery at no charge.

We appreciate your patronage and consideration of our proven products for the City of Galesburg.

Respectfully,

Mike Bellovics

Mike Bellovics
President

js

**COUNCIL LETTER
CITY OF GALESBURG
November 7, 2022**

AGENDA ITEM: Authorizing the City Manager to renew a one-year contractual agreement with Assured Partners to provide Risk Management Consulting and Insurance Brokerage services for the City.

SUMMARY RECOMMENDATION: The Interim City Manager & the Insurance Coordinator recommend the City Council authorize the Interim City Manager to renew the current contract with Assured Partners to provide Risk Management Consulting and Insurance Brokerage Services for a flat annual fee of \$35,000.00 for the period 1/1/2023 through 12/31/2023.

BACKGROUND: In 2020 the city entered into a one-year agreement with Assured Partners to provide risk management and insurance consulting services. In 2020 the annual fee was \$30,000 and in 2021 & 2022 the annual fee was \$32,000. This request is for approval for a fourth year, and we feel the increase in fee to \$35,000 is warranted.

Assured Partners continues to prove worthy of their fee placement of the property & liability insurance with IML RMA in 2021 has saved the city significant costs in all lines of coverage. In 2022 we obtained auto liability and physical damage coverage for the police vehicle fleet at a very low cost. In addition to consulting and insurance brokerage services, the fee from Assured Partners includes employee safety training at no additional cost to the City. This value-added service will save the City \$3,000 to \$5,000 per year in necessary training over outside vendors.

BUDGET IMPACT: Funding for services is included in the 2023 proposed Risk Management Budget 078-51000 professional services.

SUPPORTING DOCUMENTS:

1. Assured Partners Consulting Agreement



5025 Utica Ridge Rd
Suite 100
Davenport, IA 52807
(563) 324-1011
www.assuredpartners.com

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is made and entered into this 1st day of January, 2023 by and between AssuredPartners Great Plains LLC. ("ASSUREDPARTNERS"), an Iowa corporation having its principal place of business at 5025 Utica Ridge Road Suite 100, Davenport, Iowa 52807 and The City of Galesburg IL having its principal place of business at 55 W Tompkins St, Galesburg, IL 61401, individually a "Party" and collectively referred to as the "Parties".

WHEREAS, The City of Galesburg desires to engage ASSUREDPARTNERS, and ASSUREDPARTNERS desires to accept such engagement, as an independent contractor, to provide certain professional services to The City of Galesburg subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby promise, stipulate, covenant and agree as follows:

1. **Independent Contractor Status.** ASSUREDPARTNERS is an Independent Contractor and this Agreement shall not be construed to create any association, partnership, joint venture, employment or agency relationship between ASSUREDPARTNERS or ASSUREDPARTNERS' employees except as expressly provided herein and for no other purpose. ASSUREDPARTNERS shall have no authority or power to represent The City of Galesburg other than as expressly granted herein and none shall be implied. ASSUREDPARTNERS shall retain the sole and absolute discretion in the manner and means of carrying out the Services specified herein.
 - a. **No Employee Benefits.** Without limiting Section 1, ASSUREDPARTNERS and ASSUREDPARTNERS' employees and agents shall not be eligible and shall have no right to participate in any personal time off benefits, group medical or life insurance, disability, profit-sharing, retirement, or any other fringe benefits or benefit plans offered by The City of Galesburg to its employees. Further, The City of Galesburg shall not be responsible for withholding or paying any income, payroll, Social Security, or any other federal, state or local taxes, making any insurance contributions (including for unemployment and/or disability), or obtaining workers' compensation insurance on ASSUREDPARTNERS' behalf. ASSUREDPARTNERS

acknowledges and agrees that ASSUREDPARTNERS' employees and agents are not entitled to receive workers' compensation benefits from any injury that ASSUREDPARTNERS or its employees may suffer in the course of performing the Services.

2. **ASSUREDPARTNERS Services.** The City of Galesburg hereby engages ASSUREDPARTNERS, and ASSUREDPARTNERS hereby accepts such engagement, as an independent contractor to provide the following safety and loss control services (the "Services"):

- a. Analysis, consulting and day to day servicing of insurance needs for the following exposures:
 - i. Property Insurance
 - ii. General Liability
 - iii. Automobile Insurance
 - iv. Directors and Officers Liability
 - v. Employment Practices Liability
 - vi. Crime
 - vii. Sexual Misconduct Liability
 - viii. Fiduciary Liability
 - ix. Media Professional Liability
 - x. Cyber Liability
 - xi. Kidnap and Ransom
 - xii. Foreign Liability
 - xiii. Other coverages as necessary
- b. Insurance Premium Allocation Assistance
- c. Retention Program tracking and analysis
- d. Risk Management Assessments and Consulting as needed
 - i. Contract Review as needed
 - ii. Assistance with Negotiations on risk matters with third parties
 - iii. Lead and Summarize "Risk Review" Discussions
- e. Claim/Loss Consulting
 - i. Reporting assistance
 - ii. Claim Advocacy
 - iii. Claim and Experience Mod Analysis
 - iv. Claim Reviews
- f. Loss Control Services

- i. Loss Control service hours
- ii. Coordination of Services with Insurer Risk Control Personnel
- iii. Tracking of and assistance with implementation of Loss Control Recommendations
- iv. Providing safety training services for City employees
- v. Completing safety audits

3. **Compensation and Expenses.** In exchange for the Services, The City of Galesburg shall pay ASSUREDPARTNERS an annual fee of \$35,000 to be paid in a one annual installment. Additionally, The City of Galesburg agrees to pay and/or reimburse any direct expenses, which are incurred by ASSUREDPARTNERS with the prior approval of The City of Galesburg.

4. **Insurance.**

- a. **Errors & Omissions Insurance.** ASSUREDPARTNERS shall have and maintain, at its own cost, an errors and omissions insurance policy with minimum limits of liability coverage of Three million dollars (\$3,000,000.00) per claim and Three million dollars (\$3,000,000.00) annual aggregate. ASSUREDPARTNERS shall, upon request, produce confirmation of such insurance to The City of Galesburg. Coverage shall be placed with a carrier rated "A-" or better by A.M. Best.
- b. **Workers' Compensation Insurance.** Each Party shall provide workers' compensation insurance for its own employees and agents as required by any applicable workers' compensation laws during the performance of Services. Should ASSUREDPARTNERS be a sole proprietor and not required by state law to obtain workers' compensation insurance and has so elected not to carry workers' compensation insurance on himself/herself - he/she acknowledges that they are assuming all liability and related costs for any work-related disease or injuries to themselves in the performance of the Services for The City of Galesburg.
- c. **Vehicle Liability Insurance.** Each Party agrees to have and maintain vehicle liability insurance, including coverage for all owned, hired, and non-owned vehicles. The limits of liability shall be not less than one million dollars (\$1,000,000.00) combined single limit each occurrence for bodily injury and property damage.

- d. **Commercial General Liability Insurance.** Each Party agrees to have and maintain a policy of broad-form commercial general liability insurance, including but not limited to contractual liability coverage. The limits of liability shall be not less than one million dollars (\$1,000,000.00) per each occurrence and one million dollars (\$1,000,000.00) annual aggregate.
- e. **City of Galesburg Self-Insured.** The City of Galesburg shall satisfy the above obligations through its self-insurance program which shall at all times maintain at least one million dollars (\$1,000,000) in retained funds in combination with insurance coverage with RMA..

5. Indemnification.

- a. **ASSUREDPARTNERS obligations.** To the fullest extent permitted under the law, ASSUREDPARTNERS shall defend, indemnify and hold harmless The City of Galesburg and its affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, The City of Galesburg Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the cost of enforcing any right to indemnification hereunder (collectively, the "Losses") which may be imposed upon, incurred by or asserted against The City of Galesburg Indemnitees arising out of or relating to any claim, suit, action or proceeding (each, an "Action") but only to the extent that such Action alleges to arise out of or result from: (i) ASSUREDPARTNERS' breach or non-fulfillment of any representation, warranty, covenant or obligation of ASSUREDPARTNERS under this Agreement; (ii) any negligent, reckless or intentional act or omission of ASSUREDPARTNERS or ASSUREDPARTNERS' employees or agents in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent act or omission of ASSUREDPARTNERS or ASSUREDPARTNERS' employees or agents; or (iv) any failure by ASSUREDPARTNERS or ASSUREDPARTNERS' employees and agents to comply with any applicable laws and regulations in the performance of its obligations under this Agreement. This Section shall not apply if such Losses are wholly caused by the sole negligence or willful

misconduct of The City of Galesburg Indemnitees. The obligations assumed in this Section shall survive the termination of this Agreement.

- b. **The City of Galesburg obligations.** To the fullest extent permitted under the law, The City of Galesburg shall defend, indemnify and hold harmless ASSUREDPARTNERS and its affiliates, officers, directors, employees, agents, successors and permitted assigns (collectively, "ASSUREDPARTNERS Indemnitees") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, and the cost of enforcing any right to indemnification hereunder (collectively, the "Losses") which may be imposed upon, incurred by or asserted against ASSUREDPARTNERS Indemnitees arising out of or relating to any claim, suit, action or proceeding (each, an "Action") but only to the extent that such Action alleges to directly arise out of or result from: (i) The City of Galesburg's breach or non-fulfillment of any representation, warranty, covenant or obligation of The City of Galesburg under this Agreement; (ii) any negligent, reckless or intentional act or omission of The City of Galesburg or The City of Galesburg's employees or agents in connection with the performance of its obligations under this Agreement; (iii) any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent act or omission of The City of Galesburg or The City of Galesburg's employees or agents; or (iv) any failure by The City of Galesburg or The City of Galesburg's employees and agents to comply with any applicable laws and regulations in the performance of its obligations under this Agreement. This Section shall not apply to the extent such Losses are caused by the sole negligence, willful misconduct or recklessness of ASSUREDPARTNERS Indemnitees. The obligations assumed in this Section shall survive the termination of this Agreement.

6. **Waiver of Subrogation.** Each Party and its respective employees and agents hereby waive any and all rights of recovery against the other Party and its affiliates, respective officers, directors, employees, agents, successors and permitted assigns, in connection with, resulting from or arising out of this Agreement with respect to any loss covered by, or which should have been covered by, the insurance coverages which were required and/or recommended in Section 9 of this

Agreement. For the purposes of this Section, all deductibles, retentions, coinsurance requirements, protective safeguards, and/or penalty clauses that may be applied to such insurance proceeds shall be considered insured losses and therefore subject to the Waiver of Subrogation as provided herein. Inasmuch as the above waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, the Parties hereby agree to give to each insurance company providing a policy as described herein, written notice of the terms of said waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

7. **Confidentiality.** Each Party shall treat information received from the other Party that relates to this Agreement as confidential and shall not disclosure such information to any person not entitled to receive it except as may be necessary to fulfill the Party's respective obligations as set forth in this Agreement or as required by law or regulatory authority.
8. **Term.** This Agreement shall commence on the date set forth in the opening paragraph of this Agreement and shall remain in effect until terminated in accordance with its terms.
9. **Notice.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the designated representatives of the Parties at the addresses set forth herein. All Notices shall be delivered by personal delivery, nationally-recognized overnight courier, email (with confirmation of transmission), or certified or registered mail. For The City of Galesburg, the designated representatives are: City Manager Gerald Smith or City Attorney Bradley Nolden. For ASSUREDPARTNERS, the designated representatives are: All ASSUREDPARTNERS assigned employees to the City of Galesburg.
10. **Termination.**
 - a. **Termination by Mutual Agreement or Notice.** This Agreement may be terminated at any time, by mutual written agreement of the Parties, or by

either Party giving at least sixty (60) days' advance written notice in the manner specified in Section 9.

- b. **Termination for Cause.** This Agreement may be terminated immediately upon notice by either Party if the other Party: (i) fails to comply with any material terms of this Agreement; or (ii) breaches its fiduciary duty to the other Party.
- c. **Automatic Termination.** This Agreement shall terminate automatically if either Party becomes insolvent or is placed into bankruptcy, receivership, reorganization, or similar action.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12. **Modifications and Non-waiver.** No modification, amendment, waiver, change or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the Parties. No delay or failure by either Party to exercise any right granted by this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein.

13. **Headings.** Headings in this Agreement are for convenience and shall not be used to interpret or construe its provisions.

14. **Counterparts.** This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall

not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Scott County, Iowa in any Action in connection with, resulting from or arising out of this Agreement or the Services provided hereunder by either Party.

17. **Jury Trial Waiver.** Each of the Parties to this Agreement hereby waives the right to a trial by jury on any of the matters arising out of this Agreement. Each of the Parties understands and agrees that, in the event any Party to this agreement commences an action to enforce this Agreement, the prevailing party shall be entitled to recover any and all costs and expenses, including without limitation attorneys' fees incurred as a result of such action, whether incurred before, during, or after such action is commenced or concluded.

18. **Representation.** Each Party to this Agreement acknowledges and agrees that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



5025 Utica Ridge Rd
Suite 100
Davenport, IA 52807
(563) 324-1011
www.assuredpartners.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

The City of Galesburg

ASSUREDPARTNERS

Signature: _____

Signature:  _____

Print Name: _____

Print Name: NICK MACHOVEC

Title: _____

Title: VICE PRESIDENT ACCOUNT EXECUTIVE

Accounts Payable

Transactions by Account

User: shelms
Printed: 10/31/2022 - 1:30PM
Batch: 00031.10.2022



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Intrado Life & Safety Solutions Corp	Yr 1 Maintenance services for VIPER 911 switch (ESTB portion)	10/31/2022	30,540.43	0000092136
001-0000-10407-00	Intrado Life & Safety Solutions Corp	Yr 1 Professional services of VIPER (ETSB Portion)	10/31/2022	4,304.56	0000092136
001-0000-10701-00	American Legal Publishing Corp.	01/23 - 10/23 Internet Renewal Period	10/31/2022	509.03	
001-0000-10701-00	Breton SmarTek	01/23-10/23 FIREQ Standard	10/31/2022	600.00	
001-0000-10701-00	Jensen Information Tech Inc	Jan 2023 - Oct 2024 Watchguard M4600 renew	10/31/2022	9,319.26	0000092277
001-0000-10701-00	Jensen Information Tech Inc	Jan 2023 - Oct 2024 Watchguard T20 renew (Leadsf)	10/31/2022	92.95	0000092277
001-0000-10701-00	Jensen Information Tech Inc	Jan 2023 - Oct 2024 Watchguard T20 renew (PSB to Sheriff)	10/31/2022	87.23	0000092277
001-0000-10701-00	Jensen Information Tech Inc	Jan 2023 - Oct 2024 Watchguard T40 (2ea) renew	10/31/2022	250.25	0000092277
001-0000-10701-00	Jensen Information Tech Inc	Jan 2023 - Oct 2024 Watchguard M470 renew	10/31/2022	564.14	0000092277
001-0000-10801-00	Advance Auto Parts	Oil filters	10/31/2022	15.80	
001-0000-10801-00	Advance Auto Parts	Headlamps	10/31/2022	27.98	
001-0000-10801-00	Advance Auto Parts	Pigtails	10/31/2022	13.56	
001-0000-10801-00	Advance Auto Parts	Hydraulic filters	10/31/2022	44.08	
001-0000-10801-00	Interstate Battery Systems of Central	Batteries	10/31/2022	197.90	
001-0000-10801-00	Map Automotive of Peoria	Dome Lights	10/31/2022	23.00	
001-0000-10801-00	Map Automotive of Peoria	Dome Light	10/31/2022	11.50	
001-0000-10801-00	Nichols Diesel Service, Inc.	Fuel Filters	10/31/2022	252.72	
001-0000-20101-00	GERALD DUBOIS	Refund of Fire Protection Service - 2717 W Fremont St	10/31/2022	90.74	
001-0000-36050-00	Michael Martin	Refund 1/2 street opening fee 152 S Arthur Ave	10/31/2022	240.00	
Subtotal for Divison: 0000				47,185.13	
001-0105-51000-00	GovHR USA, LLC	Executive Recruitment Services for City Manager	10/31/2022	7,922.03	0000092201
001-0105-51000-00	GovHR USA, LLC	Estimated reimbursable travel expenses	10/31/2022	1,008.89	0000092201
001-0105-54500-00	Bradley Hix	Meals, cabs - IML Conference - BHix	10/31/2022	161.95	
001-0105-54500-00	Galesburg Area Chamber of Comme	Annual Thanksgiving Luncheon - Hix, White, Smith-Esters, Dennis	10/31/2022	103.00	
Subtotal for Divison: 0105				9,195.87	
001-0110-54500-00	Galesburg Area Chamber of Comme	Annual Thanksgiving Luncheon - GSmith	10/31/2022	28.00	
001-0110-61000-00	Office Specialists, Inc.	Copy Paper	10/31/2022	46.99	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0110				74.99	
001-0115-51000-00	SpringbrookSoftware LLC	CivicPay PayPal Transaction Fee	10/31/2022	29.00	
001-0115-51000-00	Knox County Recorders Office	09/22 Laredo	10/31/2022	21.55	
001-0115-51500-00	American Legal Publishing Corp.	11/22-12/22 Internet Renewal Period	10/31/2022	101.80	
001-0115-54500-00	Galesburg Area Chamber of Commerce	Annual Thanksgiving Luncheon - Bennewitz/Gugliotta	10/31/2022	50.00	
001-0115-55000-00	Central IL Munic. Clerks	CIMCO Dues - Bennewitz/Gugliotta	10/31/2022	60.00	
001-0115-61000-00	Office Specialists, Inc.	Stick Lint Roller	10/31/2022	20.48	
001-0115-61000-00	Office Specialists, Inc.	Wrist Pad, Sticky Notes, Pens, Copy paper	10/31/2022	112.18	
001-0115-61000-00	Office Specialists, Inc.	Ink Pad	10/31/2022	10.76	
001-0115-61000-00	Office Specialists, Inc.	Ink Pad	10/31/2022	8.35	
Subtotal for Divison: 0115				414.12	
001-0145-51000-00	D&S Private Detective, Inc	09/22 Service	10/31/2022	196.00	
001-0145-51010-00	Statham & Long, LLC	08/22-09/22 Adjudications	10/31/2022	958.50	
Subtotal for Divison: 0145				1,154.50	
001-0160-51000-00	Collection Professionals, Inc	09/22 Service	10/31/2022	60.00	
001-0160-51500-00	Gatehouse Media	Notice to Bidders Ads #20710	10/31/2022	304.10	
001-0160-59520-00	Mia Haneghan	10/22 Youth Commssion Meeting Stipend	10/31/2022	30.00	
001-0160-59520-00	Eciel Burns	10/22 Youth Commission Meeting Stipend	10/31/2022	30.00	
001-0160-59520-00	Zakary Warfield	10/22 Stipend	10/31/2022	30.00	
001-0160-59521-00	Knox County Humane Society	11/22 Animal Control Contract	10/31/2022	19,510.00	0000092161
001-0160-59523-00	Galesburg Downtown Council	2021 Property Tax Levy - Maintenance	10/31/2022	251.80	
001-0160-59523-00	Galesburg Downtown Council	2021 Property Tax Levy - Addl Maintenance	10/31/2022	377.70	
Subtotal for Divison: 0160				20,593.60	
001-0205-51000-00	US Sterling Capital Corp., Inc.	Enterprise Bank	10/31/2022	240.00	
001-0205-51000-00	US Sterling Capital Corp., Inc.	Odin State Bank	10/31/2022	240.00	
001-0205-51000-00	SpringbrookSoftware LLC	CivicPay PayPal Transaction Fee	10/31/2022	97.37	
001-0205-51000-00	US Sterling Capital Corp., Inc.	Prime Alliance Bank	10/31/2022	361.64	
001-0205-51000-00	Great Eastern Mgmt., Inc.	Frost State Bank	10/31/2022	240.00	
001-0205-61000-00	Office Specialists, Inc.	Toner	10/31/2022	127.36	
001-0205-61800-00	Office Specialists, Inc.	Desk	10/31/2022	2,732.19	0000092242
001-0205-61800-00	Office Specialists, Inc.	Desk Chair	10/31/2022	526.33	
Subtotal for Divison: 0205				4,564.89	
001-0207-55800-00	Jensen Information Tech Inc	Nov and Dec 2022 Watchguard M4600 renew	10/31/2022	847.26	0000092277

Account Number	Vendor	Description	Date	Amount	PO No
001-0207-55800-00	Jensen Information Tech Inc	Nov - Dec 2022 Watchguard M470 renew	10/31/2022	51.28	0000092277
001-0207-61700-00	Office Specialists, Inc.	REplacement Switch Council Chambers Davis	10/31/2022	113.40	
		Subtotal for Divison: 0207		<u>1,011.94</u>	
001-0305-54500-00	Galesburg Area Chamber of Comme	Annual Thanksgiving Luncheon - Gugliotta	10/31/2022	25.00	
		Subtotal for Divison: 0305		<u>25.00</u>	
001-0306-51000-00	Knox County Records Office	09/22 Laredo	10/31/2022	21.55	
001-0306-51000-00	SpringbrookSoftware LLC	CivicPay PayPad Transaction Fee	10/31/2022	5.50	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee- 285 Fulton	10/31/2022	30.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 29 Public SQ	10/31/2022	778.20	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 643 Day St	10/31/2022	2,381.52	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 881 E Brooks St	10/31/2022	529.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 112 S Whitesboro St	10/31/2022	676.70	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 1150 W Carl Sandburg	10/31/2022	646.50	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 145 Duffield	10/31/2022	48.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 460 E Fourth	10/31/2022	118.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 559 Union St	10/31/2022	409.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 1409 E Main St	10/31/2022	772.90	
001-0306-55400-00	Kendall Zimmerman	Trash and Weed Removal - 29 Locust	10/31/2022	250.00	
001-0306-55400-00	Kendall Zimmerman	Trash and Weed Removal 163 W Mary	10/31/2022	175.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 176 S Academy St	10/31/2022	48.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 372 E North St	10/31/2022	296.50	
001-0306-55400-00	Werner Restoraton Services, Inc.	Board Up Services - 481 E Third St	10/31/2022	1,107.80	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 645 Ohio	10/31/2022	1,227.16	
001-0306-55400-00	Kendall Zimmerman	Over Growth Removal - 416 Burgland	10/31/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 808 N Broad	10/31/2022	68.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 1565 Meadow Lark	10/31/2022	236.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 459 N Cedar	10/31/2022	118.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Removal - 945 Chamberlin	10/31/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Over Growth Removal - 241 Maple	10/31/2022	87.50	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 1417 E Knox	10/31/2022	83.00	
001-0306-55400-00	Kendall Zimmerman	Trash - Weed- Removal - 718 Arnold	10/31/2022	250.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee- 810 Michigan Ave	10/31/2022	30.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 348 E Third	10/31/2022	143.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 435 N Broad	10/31/2022	130.50	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 1565 Meadow Lark	10/31/2022	236.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Over Growth Removal - 1409 E Main St	10/31/2022	50.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 778 E Fourth	10/31/2022	118.00	
001-0306-55400-00	Kendall Zimmerman	Trash Removal - 1073 Woodbine Circle	10/31/2022	48.00	
001-0306-55800-00	City Blue Technologies, Llc	Paper	10/31/2022	131.25	
001-0306-55800-00	City Blue Technologies, Llc	Paper	10/31/2022	131.25	
001-0306-61000-00	Office Specialists, Inc.	Misc Office Supplies	10/31/2022	35.95	
001-0306-61000-00	Office Specialists, Inc.	Tissue	10/31/2022	57.37	
001-0306-61000-00	Office Specialists, Inc.	Disinfective Wipes	10/31/2022	18.83	
Subtotal for Divison: 0306				11,593.98	
001-0410-51000-00	SpringbrookSoftware LLC	CivicPay PayPal Transaction Fee	10/31/2022	5.50	
001-0410-51000-00	Knox County Recorders Office	09/22 Laredo	10/31/2022	21.55	
001-0410-54500-00	Galesburg Area Chamber of Commer	Annual Thanksgiving Luncheon - Carl	10/31/2022	28.00	
001-0410-55800-00	City Blue Technologies, Llc	Paper	10/31/2022	131.25	
001-0410-55800-00	City Blue Technologies, Llc	Paper	10/31/2022	131.25	
001-0410-61000-00	Office Specialists, Inc.	Misc Office Supplies	10/31/2022	33.66	
Subtotal for Divison: 0410				351.21	
001-0445-55500-00	Heritage-Crystal Clean, LLC	Used oil pickup charge	10/31/2022	37.50	
001-0445-55500-00	Supreme Radio Communications, In	Ignition Sense #150	10/31/2022	45.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	67.84	
001-0445-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	67.84	
001-0445-61000-00	Office Specialists, Inc.	LTR Paper	10/31/2022	49.90	
001-0445-62500-00	Ford of Galesburg	Cooler line #162	10/31/2022	119.87	
001-0445-62500-00	Advance Auto Parts	Brake pads #600	10/31/2022	47.44	
001-0445-62500-00	Advance Auto Parts	Oil filters #173	10/31/2022	3.95	
001-0445-62500-00	Martin, Inc	Oil Filter #170	10/31/2022	69.04	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #188	10/31/2022	423.00	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #188	10/31/2022	423.00	
001-0445-62500-00	Painter Farm Equipment, Inc.	Deck Belt #154	10/31/2022	77.25	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #166	10/31/2022	221.86	
001-0445-63000-00	Advance Auto Parts	Fuel line hoses	10/31/2022	34.27	
001-0445-63000-00	Advance Auto Parts	Masking tape	10/31/2022	12.65	
001-0445-63000-00	Napa Auto Parts	Oil Fliter Strap	10/31/2022	13.24	
001-0445-63000-00	Napa Auto Parts	Oil Filter Strap	10/31/2022	13.24	
Subtotal for Divison: 0445				1,726.89	
001-0450-55000-00	Richard Neal	Reimbursement R. Neal CDL Renewal	10/31/2022	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-55500-00	Pomp's Tire - Galesburg	Tires #109	10/31/2022	59.00	
001-0450-55700-00	American Pest Control Inc	Annual termite service	10/31/2022	100.00	
001-0450-55700-00	Four Seasons Pest Control	09/22 Service	10/31/2022	20.00	
001-0450-55700-00	Getz Fire Equipment Co., Inc.	Annual extinguisher service	10/31/2022	432.70	
001-0450-59300-00	UniFirst First Aid Corp	First Aid Supplies	10/31/2022	166.40	
001-0450-62500-00	Martin Equipment of Illinois, Inc.	Spring #120	10/31/2022	24.56	
001-0450-62500-00	Nichols Diesel Service, Inc.	Elbow's #108	10/31/2022	80.88	
001-0450-62500-00	Nichols Diesel Service, Inc.	Connector #109	10/31/2022	17.94	
001-0450-62500-00	Nichols Diesel Service, Inc.	Brake Chamber #107	10/31/2022	112.90	
001-0450-62500-00	Mutual Wheel Co., Inc.	Stud's #108	10/31/2022	135.60	
001-0450-62500-00	Advance Auto Parts	Oil filter #109	10/31/2022	14.44	
001-0450-62500-00	Advance Auto Parts	TPMS sensors #102	10/31/2022	5.12	
001-0450-66500-00	Galesburg Electric, Inc.	Grinder	10/31/2022	509.41	
001-0450-66500-00	Galesburg Electric, Inc.	Marking paint, marking flags	10/31/2022	96.25	
001-0450-67500-00	Reflective Apparel Factory, Inc.	Fleece Hoodie's	10/31/2022	195.46	
Subtotal for Divison: 0450				2,000.66	
001-0505-51000-00	Campion, Barrow & Assoc.	Law Enforcement Testing	10/31/2022	455.00	
001-0505-51000-00	Resource Management Associates	Assessment center for ranks of lieutenant	10/31/2022	6,230.00	0000092181
001-0505-51000-00	Resource Management Associates	Preperation of assessment exercises	10/31/2022	3,000.00	0000092181
001-0505-51000-00	Resource Management Associates	Written examination base fee plus 25 test booklets	10/31/2022	2,127.87	0000092181
001-0505-51000-00	Resource Management Associates	Assessment center for ranks of Sergeant	10/31/2022	9,520.00	0000092181
001-0505-51500-00	Gatehouse Media	Fire Testing Ads #24269	10/31/2022	270.00	
001-0505-51500-00	Gatehouse Media	Police Application Ads #23666	10/31/2022	290.00	
Subtotal for Divison: 0505				21,892.87	
001-0510-54500-00	Galesburg Area Chamber of Commerce	Annual Thanksgiving Luncheon - Idle	10/31/2022	25.00	
001-0510-55500-00	Supreme Radio Communications, Inc	Install New Radio #28	10/31/2022	150.00	
001-0510-55700-00	Four Seasons Pest Control	10/22 Service	10/31/2022	20.00	
001-0510-61000-00	Office Specialists, Inc.	Napkins	10/31/2022	44.82	
001-0510-62500-00	Ford of Galesburg	Bezel #30	10/31/2022	57.21	
001-0510-62500-00	Ford of Galesburg	Converter #30	10/31/2022	498.92	
001-0510-67500-00	Ray O'Herron Co., Inc.	Uniforms, PKissler C Hootman C Perez P Hayes M Duran A Schlom	10/31/2022	1,039.37	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirts	10/31/2022	62.99	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirts	10/31/2022	159.39	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants	10/31/2022	182.85	
001-0510-67500-00	Ray O'Herron Co., Inc.	Belt - Pullen	10/31/2022	71.43	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0510				2,311.98	
001-0550-55800-00	Jensen Information Tech Inc	Nov - Dec 2022 Watchguard T20 renew (PSB to Sheriff)	10/31/2022	7.93	0000092277
001-0550-55800-00	Jensen Information Tech Inc	Nov - Dec 2022 Watchguard T20 renew (PSB Leads)	10/31/2022	8.45	0000092277
001-0550-61000-00	Office Specialists, Inc.	Toner, Staples, Copy Paper	10/31/2022	209.60	
001-0550-61000-00	Office Specialists, Inc.	Xerox Paper	10/31/2022	125.97	
001-0550-61000-00	Office Specialists, Inc.	Folders, Stamp, Tape	10/31/2022	212.35	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirt - J. Spurrier	10/31/2022	40.18	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts - J.Spurrier	10/31/2022	85.14	
001-0550-85500-00	Knox County Sheriff's Department	11/22 Share of Ambulance Service	10/31/2022	674.82	
Subtotal for Divison: 0550				1,364.44	
001-0605-51000-00	Bruner, Cooper and Zuck, Inc.	Schematic Design - GFD Bldg Add Womens Facilities	10/31/2022	4,500.00	
001-0605-54500-00	Jennifer Moser	Reimbursment Pizza /Training	10/31/2022	89.29	
001-0605-54500-00	Galesburg Area Chamber of Comme	Annual Thanksgiving Luncheon - Hovind	10/31/2022	25.00	
001-0605-55700-00	Four Seasons Pest Control	10/22 Service	10/31/2022	20.00	
001-0605-55800-00	Breton SmarTek	11/22-12/22 FIREQ Standard	10/31/2022	120.00	
001-0605-62500-00	Nichols Diesel Service, Inc.	Air Filter #53	10/31/2022	76.64	
001-0605-62500-00	Nichols Diesel Service, Inc.	Dryer Filter #51	10/31/2022	85.03	
001-0605-62500-00	Nichols Diesel Service, Inc.	Air Dryer Filter #53	10/31/2022	85.03	
001-0605-62500-00	Mutual Wheel Co., Inc.	Valve's #52	10/31/2022	94.27	
001-0605-62500-00	Napa Auto Parts	Oil Dye #55	10/31/2022	26.98	
001-0605-62500-00	Nichols Diesel Service, Inc.	Crank Case filter #54	10/31/2022	123.61	
001-0605-62500-00	Mutual Wheel Co., Inc.	Brake Valve #51	10/31/2022	38.01	
001-0605-62500-00	Nichols Diesel Service, Inc.	Clamp #52	10/31/2022	28.10	
001-0605-62500-00	Ford of Galesburg	Gasket kit #55	10/31/2022	82.35	
001-0605-62500-00	Cozadd Diesel Service, Inc	Hose #52	10/31/2022	49.24	
001-0605-62500-00	Cozadd Diesel Service, Inc	Hose #52	10/31/2022	32.40	
001-0605-62500-00	Advance Auto Parts	Oil filter #53	10/31/2022	30.80	
001-0605-62500-00	Advance Auto Parts	Filter kit #54	10/31/2022	56.69	
001-0605-62500-00	Advance Auto Parts	Oil filter #59	10/31/2022	5.59	
001-0605-62500-00	Advance Auto Parts	Batteries #51	10/31/2022	437.60	
001-0605-62500-00	Advance Auto Parts	Oil filter kit #54	10/31/2022	45.85	
001-0605-62500-00	Advance Auto Parts	Air filter #51	10/31/2022	109.20	
001-0605-62500-00	Advance Auto Parts	Filter kit #51	10/31/2022	88.01	
001-0605-62500-00	Advance Auto Parts	Headlamps #54	10/31/2022	13.99	
001-0605-62500-00	Advance Auto Parts	Return batteries #51	10/31/2022	-328.20	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-62500-00	Advance Auto Parts	Battery core return #51	10/31/2022	-27.00	
001-0605-65000-00	Office Specialists, Inc.	Dish Soap	10/31/2022	43.55	
001-0605-65000-00	Office Specialists, Inc.	Dish Soap Trash Bags	10/31/2022	58.40	
001-0605-65000-00	Office Specialists, Inc.	Towels, Laundry Detergent, Fabric Softner Paper Towels	10/31/2022	31.02	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	10/31/2022	59.93	
001-0605-65500-00	Supreme Radio Communications, In	Belt Clips	10/31/2022	64.37	
001-0605-65500-00	Alexis Fire Equipment Co., Inc.	Stepwell lamps	10/31/2022	104.60	
001-0605-66000-00	Galesburg Electric, Inc.	Return bulbs	10/31/2022	-18.16	
001-0605-66000-00	Galesburg Electric, Inc.	Misc supplies	10/31/2022	20.05	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pant- K. Sampier	10/31/2022	79.98	
001-0605-67500-00	Municipal Emergency Services, Inc	Turn out pants-Yocum	10/31/2022	1,270.00	0000092141
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hats J.Webber	10/31/2022	117.00	
001-0605-67500-00	Steve Selliers	Reimbursment Composite Toe Boots	10/31/2022	150.06	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hats J.Connour	10/31/2022	173.00	
001-0605-67500-00	Municipal Emergency Services, Inc	Heat press & Embroidery Services	10/31/2022	74.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Hat, 2 shirts, T.Scott	10/31/2022	105.00	
001-0605-67500-00	Municipal Emergency Services, Inc	Turn out coats - Yocum	10/31/2022	1,645.00	0000092141
001-0605-67500-00	Municipal Emergency Services, Inc	Parka - Stevenson	10/31/2022	269.00	
001-0605-68500-00	Linde Gas & Equipment Inc	Oxygen	10/31/2022	379.24	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	10/31/2022	97.40	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	10/31/2022	79.63	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	10/31/2022	159.25	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	10/31/2022	39.83	
		Subtotal for Divison: 0605		<u>10,910.63</u>	
		Subtotal for Fund 001		<u><u>136,372.70</u></u>	
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portland Cement - PP2 mix for 2022	10/31/2022	1,003.00	0000092091
011-0000-66000-00	Galesburg Builders Supply, Inc.	Additional Portland Cement - PP2 mix for 2022	10/31/2022	59.00	0000092091
011-0000-66000-00	Galesburg Builders Supply, Inc.	Portand Cement Concrete for 2022	10/31/2022	438.00	0000092089
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Hot mix asphalt surface & binder for 2022	10/31/2022	2,288.25	0000092085
		Subtotal for Divison: 0000		<u>3,788.25</u>	
		Subtotal for Fund 011		<u><u>3,788.25</u></u>	
013-0000-20103-00	Jahnke and Sons Cont, Inc	Retainage - Fire Training Tower	10/31/2022	-4,568.50	
013-0000-54500-00	Intrado Life & Safety Solutions Corp	Training/Prof services to migrate updated VIPER 911 switch to ES	10/31/2022	26,000.00	0000092136

Account Number	Vendor	Description	Date	Amount	PO No
013-0000-71000-00	Intrado Life & Safety Solutions Corp	Migrate updated VIPER 911 switch to ESInet	10/31/2022	4,193.00	0000092136
013-0000-71000-00	Intrado Life & Safety Solutions Corp	Reoccurring services for VIPER 911 switch	10/31/2022	8,259.73	0000092136
013-0000-71000-00	Intrado Life & Safety Solutions Corp	Intraodo VIPER system upgrade for 911 phone system	10/31/2022	13,955.58	0000092136
013-0000-75000-00	Jahnke and Sons Cont, Inc	Fire Training Tower	10/31/2022	45,685.00	0000092266
013-0000-83100-00	Bruner, Cooper and Zuck, Inc.	Preparation of Bid Documents and Construction Engineering for Ph	10/31/2022	1,190.26	0000092007
		Subtotal for Divison: 0000		<u>94,715.07</u>	
		Subtotal for Fund 013		<u>94,715.07</u>	
014-0000-51000-00	Geotechnics	Material testing for 2022	10/31/2022	429.00	0000092196
014-0000-64500-00	Alan Environmental Products, Inc	Marking paint, drain cleaner	10/31/2022	447.24	
014-0000-64500-00	Galesburg Electric, Inc.	Bulbs	10/31/2022	23.00	
014-0000-64500-00	Galesburg Electric, Inc.	Marking paint	10/31/2022	278.28	
014-0000-64500-00	Galesburg Electric, Inc.	Bulbs	10/31/2022	33.76	
014-0000-64500-00	Impact Recovery Systems	School Sign, Base for Sign	10/31/2022	356.69	
014-0000-66000-00	Galesburg Electric, Inc.	Outlets	10/31/2022	178.19	
014-0000-66000-00	Interstate All Battery Center	Batteries	10/31/2022	672.00	
014-0000-66000-00	Galesburg Builders Supply, Inc.	57.87 ton washed gravel	10/31/2022	2,208.31	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Controlled Low Strength Material (CLSM) for 2022	10/31/2022	1,040.00	0000092092
014-0000-66000-00	Galesburg Electric, Inc.	Batteries, misc supplies	10/31/2022	88.37	
014-0000-66000-00	Galesburg Builders Supply, Inc.	1.61 ton sand	10/31/2022	49.88	
		Subtotal for Divison: 0000		<u>5,804.72</u>	
		Subtotal for Fund 014		<u>5,804.72</u>	
018-0000-55500-00	Altorfer Inc.	Service to IDOT generator	10/31/2022	1,785.00	
018-0000-62500-00	Nichols Diesel Service, Inc.	Union's #112	10/31/2022	37.56	
018-0000-62500-00	Centre State International Trucks, Inc	Sensor #112	10/31/2022	187.47	
018-0000-62500-00	Centre State International Trucks, Inc	Return sensor #112	10/31/2022	-165.07	
018-0000-62500-00	Centre State International Trucks, Inc	Sensor #112	10/31/2022	171.21	
018-0000-62500-00	Cozadd Diesel Service, Inc	Seal #112	10/31/2022	87.75	
018-0000-62500-00	Pomp's Tire - Galesburg	Tires #128	10/31/2022	314.25	
		Subtotal for Divison: 0000		<u>2,418.17</u>	
		Subtotal for Fund 018		<u>2,418.17</u>	
019-0000-10701-00	Johnson Controls Security Solutions	01/23 Recurring Service	10/31/2022	160.26	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				160.26	
019-1905-51000-00	Great Eastern Mgmt., Inc.	New omni bank	10/31/2022	245.00	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	Radio Ads	10/31/2022	583.00	
019-1905-54500-00	Galesburg Area Chamber of Comme	Annual Thanksgiving Luncheon - Varner	10/31/2022	28.00	
019-1905-59511-00	Galesburg Tourism Fund	10/22 Tourism Agreement	10/31/2022	15,833.33	
019-1905-59528-00	Galesburg Community Foundation	07/22 2% Hotel/Motel Taxes	10/31/2022	46,033.16	
019-1905-59528-00	Galesburg Community Foundation	08/22 2% Hotel/Motel Taxes	10/31/2022	32,862.43	
019-1905-59537-00	Knox Civic Center Authority	08/22 2% Hotel/Motel Taxes	10/31/2022	17,295.99	
019-1905-59537-00	Knox Civic Center Authority	07/22 2% Hotel/Motel Taxes	10/31/2022	24,227.94	
Subtotal for Divison: 1905				137,108.85	
019-1910-66000-00	Galesburg Electric, Inc.	Bulbs, bulb recycling	10/31/2022	39.07	
019-1910-66000-00	Sherwin Williams Co.	Paint	10/31/2022	27.27	
Subtotal for Divison: 1910				66.34	
019-1911-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	68.55	
019-1911-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	68.55	
Subtotal for Divison: 1911				137.10	
019-1915-51000-00	Statham & Long, LLC	Title Search Lancaster Park	10/31/2022	150.00	
019-1915-55500-00	Kaser Power Equipment Inc	Tune Up String Trimmer	10/31/2022	40.00	
019-1915-55500-00	Kaser Power Equipment Inc	Tune Up String Trimmers	10/31/2022	120.00	
019-1915-55700-00	Johnson Controls Security Solutions	11/22-12/22 Recurring Service	10/31/2022	160.27	
019-1915-55700-00	Royal Cleaning Services	10/22 Janitorial Services	10/31/2022	509.00	
019-1915-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	57.46	
019-1915-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	57.46	
019-1915-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	57.46	
019-1915-61000-00	Office Specialists, Inc.	Credit on invoice 1124885-0	10/31/2022	-45.13	
019-1915-62500-00	Advance Auto Parts	Hydraulic Filter #507	10/31/2022	54.60	
019-1915-62500-00	Advance Auto Parts	Paint #506	10/31/2022	149.94	
019-1915-62500-00	Nichols Diesel Service, Inc.	Oil Pressure Switch #509	10/31/2022	163.08	
019-1915-62500-00	Napa Auto Parts	Rust Treatment's #506	10/31/2022	17.72	
019-1915-62500-00	Martin, Inc	V Belt #525	10/31/2022	148.76	
019-1915-62500-00	Martin, Inc	Seal #525	10/31/2022	29.69	
019-1915-62500-00	Nichols Diesel Service, Inc.	Filler #506	10/31/2022	61.67	
019-1915-62500-00	Nichols Diesel Service, Inc.	Drain Plug's #506	10/31/2022	85.88	
019-1915-62510-00	Herr Petroleum Corp	283 gal diesel #2, 418 gal reg unleaded	10/31/2022	2,674.89	0000092270

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-63500-00	Timanda Landscaping & Garden Cer	Prairie Cascade Willow Tree	10/31/2022	119.95	
019-1915-65500-00	Martin, Inc	Guards, Spacers	10/31/2022	100.46	
019-1915-65500-00	Kaser Power Equipment Inc	Tune Up String Trimmer	10/31/2022	36.24	
019-1915-65500-00	Martin, Inc	Screws, Lock Nuts	10/31/2022	23.68	
019-1915-65500-00	Kaser Power Equipment Inc	Tune Up String Trimmers	10/31/2022	51.11	
019-1915-65500-00	Game Time	Playground equipment	10/31/2022	548.16	
019-1915-66000-00	Galesburg Electric, Inc.	Bulbs	10/31/2022	156.54	
019-1915-66000-00	Galesburg Electric, Inc.	Bulbs	10/31/2022	79.98	
019-1915-66000-00	Galesburg Electric, Inc.	Connectors	10/31/2022	42.12	
019-1915-66000-00	Lock & Key Shop LLC	Key's	10/31/2022	24.00	
Subtotal for Divison: 1915				5,674.99	
019-1920-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	39.51	
019-1920-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	39.51	
019-1920-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	39.51	
019-1920-62500-00	Office Specialists, Inc.	Latex Gloves, Bleach Cleaner , Toilet Paper	10/31/2022	112.92	
019-1920-62500-00	Martin, Inc	Refund - Fuel Filter #552 Paid 2x	10/31/2022	-125.36	
019-1920-63500-00	D & K Products	Misc chemicals	10/31/2022	4,704.54	
019-1920-64125-00	SCNS SPORTS FOODS	Misc Concessions	10/31/2022	150.20	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	10/31/2022	81.80	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	10/31/2022	40.90	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	10/31/2022	40.00	
019-1920-64125-00	Butch's Pizza Inc.	Pizza	10/31/2022	36.75	
019-1920-64125-00	Butch's Pizza Inc.	Pizza	10/31/2022	24.50	
019-1920-64125-00	Boxcar Express	Sandwiches	10/31/2022	2,147.56	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	10/31/2022	409.58	
019-1920-64125-00	Butch's Pizza Inc.	Pizza	10/31/2022	53.90	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	10/31/2022	142.18	
019-1920-64125-00	Atlantic Coca-Cola	Misc concessions	10/31/2022	177.10	
019-1920-65000-00	Office Specialists, Inc.	Toilet Paper	10/31/2022	28.36	
019-1920-65000-00	Office Specialists, Inc.	Toilet Paper	10/31/2022	-56.45	
019-1920-65500-00	MTI Distributing, Inc	Misc Supplies	10/31/2022	696.32	
019-1920-66000-00	MTI Distributing, Inc	Credit- Core Surge Board	10/31/2022	-155.00	
019-1920-66000-00	MTI Distributing, Inc	Misc Supplies	10/31/2022	1,626.84	
019-1920-88300-00	M&M Golf Cars, LLC	2022 Lease of 48 golf carts and 1 utility vehicle as per bid. In	10/31/2022	5,335.97	0000092080
Subtotal for Divison: 1920				15,591.14	

Account Number	Vendor	Description	Date	Amount	PO No
019-1925-66000-00	Kay Park Recreation Corp.	Fire Rings	10/31/2022	2,010.00	
		Subtotal for Divison: 1925		<u>2,010.00</u>	
019-1935-55700-00	Stuard & Associates, Inc	Hydraulic, Lift and Dumwaiter Annual Inspections	10/31/2022	350.00	
019-1935-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	237.42	
019-1935-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	237.42	
019-1935-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	237.42	
019-1935-65000-00	Office Specialists, Inc.	Misc Cleaning Supplies	10/31/2022	110.40	
019-1935-66000-00	Sherwin Williams Co.	Paint	10/31/2022	69.51	
		Subtotal for Divison: 1935		<u>1,242.17</u>	
019-1945-65000-00	Office Specialists, Inc.	Misc Cleaning Supplies	10/31/2022	83.95	
019-1945-65000-00	Office Specialists, Inc.	Urinal Screen, Toilet Cleaner	10/31/2022	113.04	
		Subtotal for Divison: 1945		<u>196.99</u>	
019-1965-51000-00	Lacky Monument Co.	Date of Passing - 19 Families	10/31/2022	3,800.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	41.83	
019-1965-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	41.83	
019-1965-57500-00	Aramark Uniform Serv. Inc.	10/22 Service	10/31/2022	41.83	
019-1965-62500-00	Scott Equipment, LLC	Fork Kit #586	10/31/2022	235.73	
019-1965-62500-00	Scott Equipment, LLC	Switch #586	10/31/2022	65.67	
019-1965-62500-00	Scott Equipment, LLC	Ignition Switch #586	10/31/2022	17.35	
019-1965-65000-00	Office Specialists, Inc.	Toilet Paper	10/31/2022	32.15	
019-1965-66000-00	Galesburg Builders Supply, Inc.	7 CY 4000 Psi	10/31/2022	883.40	
019-1965-66000-00	Galesburg Builders Supply, Inc.	3.5 CY 4000 PSI	10/31/2022	383.25	
		Subtotal for Divison: 1965		<u>5,543.04</u>	
		Subtotal for Fund 019		<u><u>167,730.88</u></u>	
020-0000-56500-00	Crop Risk Services - MP	2022 Crop Hail Insurance	10/31/2022	385.00	
020-0000-62500-00	Napa Auto Parts	Seal #350	10/31/2022	19.26	
020-0000-62500-00	Napa Auto Parts	Fuel Guage #350	10/31/2022	52.99	
020-0000-62500-00	Napa Auto Parts	Mufflerr #350	10/31/2022	56.54	
020-0000-62500-00	Advance Auto Parts	Spark plug #350	10/31/2022	28.72	
020-0000-62510-00	Herr Petroleum Corp	661.5 gal diesel #2	10/31/2022	3,260.17	0000092102
		Subtotal for Divison: 0000		<u>3,802.68</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 020				<u>3,802.68</u>	
023-0000-55420-00	Mechanical Service Inc.	Demolition of 1356 E Main St as per specifications	10/31/2022	17,300.00	0000092177
023-0000-55420-00	Mechanical Service Inc.	Demolition of 1007 E South St as per specifications	10/31/2022	17,300.00	0000092177
023-0000-55420-00	Statham & Long, LLC	Title Search 193 N Cherry St	10/31/2022	150.00	
023-0000-55420-00	Statham & Long, LLC	Title SEarch -154 N Henderson St	10/31/2022	150.00	
023-0000-55420-00	Mechanical Service Inc.	Demolition of 289 S Chambers St as per specifications	10/31/2022	17,300.00	0000092177
023-0000-55420-00	Statham & Long, LLC	Title Search 179 N Cherry st	10/31/2022	150.00	
023-0000-55420-00	Statham & Long, LLC	Title Search 175 N Cherry St	10/31/2022	150.00	
023-0000-55420-00	Mechanical Service Inc.	Demolition of 465 Mulberry St-covered roof as per specifications	10/31/2022	2,000.00	0000092177
023-0000-55420-00	Statham & Long, LLC	Title Search 468 Clark St	10/31/2022	150.00	
023-0000-55420-00	Mechanical Service Inc.	Demolition of 848 S Seminary St as per specifications	10/31/2022	17,300.00	0000092177
023-0000-55420-00	Mechanical Service Inc.	Four days of liquidated damages	10/31/2022	-600.00	0000092177
023-0000-55420-00	Statham & Long, LLC	Title Search 596 Mulberry	10/31/2022	150.00	
023-0000-55420-00	Mechanical Service Inc.	Demolition of 246 E Fifth St as per specifications	10/31/2022	17,300.00	0000092177
023-0000-55420-00	Statham & Long, LLC	Title Search 187 Garfield St	10/31/2022	150.00	
023-0000-55420-00	Statham & Long, LLC	Title Search 849 S Henderson ST	10/31/2022	150.00	
023-0000-55420-00	Statham & Long, LLC	Title Search 715 Monmouth Blvd	10/31/2022	150.00	
023-0000-83100-00	Chris Davis	Supply/Install seamless gutters - 1036 Frank St	10/31/2022	1,645.40	
023-0000-83100-00	J.P. Benbow, Inc.	Water Heater 657 Ruby St /Community Development Department Pr	10/31/2022	1,462.05	
023-0000-83100-00	Charles Hoots	Install new amp service, repair circuits-377 S Chambers	10/31/2022	4,294.00	
023-0000-83100-00	Lambasio, Inc.	Furnance - Community Development - 1821 Newcomber Dr	10/31/2022	3,216.70	
023-0000-83100-00	Lambasio, Inc.	Air Conditioning / Community Development / 1236 E South St	10/31/2022	4,187.60	
023-0000-83100-00	Lambasio, Inc.	Furnance / City Development / 318 S Fanham	10/31/2022	3,386.75	
023-0000-83100-00	Lambasio, Inc.	Furnance - Community Development - 1453 Summit	10/31/2022	3,894.05	
Subtotal for Divison: 0000				<u>111,336.55</u>	
Subtotal for Fund 023				<u>111,336.55</u>	
024-0000-78000-00	Oberlander Electric, Inc	Economic Development portion of installation of ornamentalligh	10/31/2022	39,365.95	0000092028
024-0000-88300-00	Breslin's Floor Covering, Inc	11/22 Parking Lot Lease	10/31/2022	587.43	
Subtotal for Divison: 0000				<u>39,953.38</u>	
Subtotal for Fund 024				<u>39,953.38</u>	
030-0320-61000-00	Office Specialists, Inc.	Correction Tape	10/31/2022	31.27	
030-0320-61000-00	Office Specialists, Inc.	Credit on invoice 1126937-1	10/31/2022	-39.96	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-61000-00	Office Specialists, Inc.	Calendars	10/31/2022	70.83	
030-0320-61000-00	Office Specialists, Inc.	Copy Paper	10/31/2022	140.97	
030-0320-61000-00	Office Specialists, Inc.	Planner	10/31/2022	24.01	
030-0320-62500-00	Ford of Galesburg	Rail radiator	10/31/2022	464.60	
030-0320-62500-00	Ford of Galesburg	Seal, hub assy	10/31/2022	292.05	
030-0320-62500-00	Eastern Iowa Tire	Tire disposal	10/31/2022	27.50	
030-0320-62500-00	Ford of Galesburg	Cover	10/31/2022	129.70	
030-0320-62500-00	O'Reilly Auto Parts	Semi-Met Pad	10/31/2022	56.81	
030-0320-62500-00	Napa Auto Parts	Rear Wheel Bolt	10/31/2022	17.44	
030-0320-62500-00	Napa Auto Parts	Brake Rotor's, SOHC	10/31/2022	243.50	
030-0320-62500-00	Napa Auto Parts	Crankshaft	10/31/2022	12.19	
030-0320-62500-00	O'Reilly Auto Parts	S/W Puller	10/31/2022	18.99	
030-0320-62500-00	Napa Auto Parts	Gasket Set	10/31/2022	42.74	
030-0320-62500-00	Napa Auto Parts	Gasket Repair Kit	10/31/2022	43.19	
030-0320-62500-00	Napa Auto Parts	SOHC, Intake Manifold	10/31/2022	204.29	
030-0320-62500-00	Midwest Transit Equipment, Inc.	Motor Blower	10/31/2022	156.98	
030-0320-62510-00	Herr Petroleum Corp	110.2 gal reg unleaded	10/31/2022	405.58	0000092101
030-0320-62510-00	Herr Petroleum Corp	196.4 gal reg unleaded	09/30/2022	655.29	0000092101
030-0320-62510-00	Herr Petroleum Corp	172.5 gal reg unleaded	10/31/2022	575.19	0000092101
030-0320-62510-00	Herr Petroleum Corp	184.5 gal reg unleaded	10/31/2022	593.34	0000092101
030-0320-62510-00	Herr Petroleum Corp	81.8 gal reg unleaded	10/31/2022	301.06	0000092101
030-0320-62510-00	Herr Petroleum Corp	240.2 gal reg unleaded	10/31/2022	800.93	0000092101
030-0320-62510-00	Herr Petroleum Corp	129.1 gal reg unleaded	10/31/2022	475.15	0000092101
030-0320-62510-00	Herr Petroleum Corp	187.8 gal reg unleaded	10/31/2022	626.21	0000092101
030-0320-62510-00	Herr Petroleum Corp	298.5 gal reg unleaded	10/31/2022	959.96	0000092101
030-0320-62510-00	Herr Petroleum Corp	229.5 gal reg unleaded	10/31/2022	844.65	0000092101
030-0320-65000-00	Office Specialists, Inc.	Tissue	10/31/2022	79.35	
030-0320-65000-00	Office Specialists, Inc.	Urinal Screen	10/31/2022	21.82	
Subtotal for Divison: 0320				8,275.63	
030-0370-55500-00	Nichols Diesel Service, Inc.	State and Fed Tests	10/31/2022	41.25	
030-0370-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #1701	09/30/2022	41.25	
030-0370-55700-00	Galesburg Termite & Pest Control In	10/22 Service	10/31/2022	45.00	
030-0370-55700-00	Galesburg Termite & Pest Control In	10/22 Service	10/31/2022	45.00	
030-0370-57500-00	Cintas, Inc	10/22 Service	10/31/2022	178.99	
030-0370-57500-00	Cintas, Inc	10/22 Service	10/31/2022	154.53	
030-0370-57500-00	Cintas, Inc	10/22 Service	10/31/2022	123.77	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-62500-00	RILCO Fluid Care	Gear Oil	10/31/2022	613.10	
030-0370-62500-00	Napa Auto Parts	BTLM STL Truck Weight	10/31/2022	54.59	
030-0370-62500-00	Gillig	Spacer	10/31/2022	97.32	
030-0370-62500-00	Gillig	Service Kit	10/31/2022	232.72	
030-0370-62500-00	Gillig	Relay valve	10/31/2022	306.18	
030-0370-62510-00	Herr Petroleum Corp	436.6 gal diesel #2	10/31/2022	2,136.43	0000092101
030-0370-62510-00	Herr Petroleum Corp	374.6 gal diesel #2	09/30/2022	1,833.04	0000092101
030-0370-62510-00	Herr Petroleum Corp	260.5 gal diesel #2	10/31/2022	1,274.71	0000092101
030-0370-65500-00	O'Reilly Auto Parts	Biocide Fuel Tank Outside	10/31/2022	29.99	
030-0370-65500-00	O'Reilly Auto Parts	Dry lube	09/30/2022	15.98	
Subtotal for Divison: 0370				7,223.85	
Subtotal for Fund 030				15,499.48	
049-0000-51000-00	Klingner & Associates, P.C. - Archit	140-144 E Main St: Demolition, Survey, Architectural, Bidding, &	10/31/2022	4,250.00	0000092195
049-0000-51000-00	Klingner & Associates, P.C. - Archit	236, 238, 240 S Seminary St, Demolition, survey, architectural,	10/31/2022	9,000.00	0000092198
049-0000-78000-00	Oberlander Electric, Inc	TIF portion of installation of ornamentall lighting on W Main St	10/31/2022	151,428.65	0000092028
049-0000-83100-00	Benedict Developers	TIF Incentive for improvements 185 S Kellogg St.	10/31/2022	67,667.50	0000092035
049-0000-83100-00	Dame Fine Coffee	TIF Redevelopment Agreement incentive for Dame Fine Coffee	10/31/2022	18,419.56	0000092241
Subtotal for Divison: 0000				250,765.71	
Subtotal for Fund 049				250,765.71	
053-0000-66000-00	Southern Computer Warehouse	Open Racks	10/31/2022	814.60	
053-0000-66000-00	Southern Computer Warehouse	shelves	10/31/2022	568.50	
053-0000-66000-00	Southern Computer Warehouse	Rack Connectors	10/31/2022	275.82	
Subtotal for Divison: 0000				1,658.92	
Subtotal for Fund 053				1,658.92	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Professional services for HVAC replacement in PSB, 150 S Broad S	10/31/2022	19,325.00	0000092206
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Professional services for HVAC replacement in PSB, 150 S Broad S	10/31/2022	36,400.00	0000092206
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Construction Documents for PSB Locker Room Project	10/31/2022	10,250.75	0000092212
054-0000-54500-00	Thomas Simkins	Mileage - Project 350 Peoria/Dunlap IL - T.Simkins	10/31/2022	65.00	
054-0000-54500-00	Thomas Simkins	Mileage - Project 350 Trips Watering Galesburg 6/4-10/10 T.Simki	10/31/2022	150.00	
054-0000-54500-00	Thomas Simkins	Mileage - Project 350- Moline-T.Simkins	10/31/2022	71.25	
054-0000-76000-00	Klingner & Associates, P.C. - Archit	Construction Administration for Hawthorne Pool Building	10/31/2022	2,005.00	0000092199

Account Number	Vendor	Description	Date	Amount	PO No
		Subtotal for Divison: 0000		68,267.00	
		Subtotal for Fund 054		68,267.00	
058-0000-51000-00	US Sterling Capital Corp., Inc.	Mid-Southern Savings Bank	10/31/2022	241.97	
		Subtotal for Divison: 0000		241.97	
		Subtotal for Fund 058		241.97	
059-0000-51000-00	Hutchison Engineering, Inc	Professional Engineering Serivces - Lake Storey Path	10/31/2022	3,850.00	
059-0000-55700-00	Hopping Concrete, LLC	Fabrication/Installation of hand rail bases at City Hall	10/31/2022	1,695.00	
059-0000-55700-00	LTL Partners, Inc	Aerifying	10/31/2022	2,092.50	
059-0000-55700-00	Hopping Concrete, LLC	City Hall concrete stair repair	10/31/2022	3,181.75	
		Subtotal for Divison: 0000		10,819.25	
		Subtotal for Fund 059		10,819.25	
061-0000-15401-00	Laverdiere Construction, Inc.	Construction of Gravel Pack Well #6	10/31/2022	102,139.39	0000092020
061-0000-15401-00	Laverdiere Construction, Inc.	Additional Construction of Gravel Pack Well #6 due to IEPA Requi	10/31/2022	47,877.61	0000092020
061-0000-20101-00	RICHARD GILLENWATER	Refund Check 008664-000, 470 E THIRD ST	10/14/2022	64.35	
061-0000-20101-00	JOHNSON CONCRETE & CONST	Refund of Hyrant Meter Deposit	10/31/2022	284.77	
061-0000-20101-00	ROBERT HOERNER	Refund Check 063439-000, 241 SEMINOLE DR	10/26/2022	985.18	
061-0000-20101-00	ALBERT GOVEDNIK	Refund Check 049903-001, 1861 MCMASTERS AVE	10/14/2022	37.73	
061-0000-20101-00	TREVOR GALVIN	Refund Check 063329-000, 1434 WILLARD ST	10/14/2022	114.13	
061-0000-20101-00	GERALD DUBOIS	Refund Check 016655-000, 2717 W FREMONT ST 1	10/26/2022	16.94	
061-0000-20101-00	JAMIE DANIELSON	Refund Check 050437-000, 282 N PLEASANT AVE	10/26/2022	37.67	
061-0000-20101-00	CONNIE CARTER	Refund Check 020039-007, 153 E MAIN ST 2	10/26/2022	74.12	
061-0000-20101-00	CAROL CROUCH	Refund Check 061618-001, 2057 NEWCOMER DR	10/14/2022	98.24	
061-0000-20101-00	GERALD CROUCH	Refund Check 057444-000, 67 W MARY ST	10/14/2022	75.42	
061-0000-20101-00	KAYLANNI EGIPCIACO	Refund Check 064275-000, 1303 N CEDAR ST	10/14/2022	27.76	
061-0000-20101-00	WILLIAM EGENLAUF	Refund Check 014859-001, 179 OLIVE ST	10/26/2022	98.78	
061-0000-20101-00	CONNIE CARTER	Refund Check 020039-005, 149 E MAIN ST 2	10/26/2022	4.60	
061-0000-20101-00	CRAIG CLARY	Refund Check 036022-001, 1081 BROWN AVE	10/18/2022	61.76	
061-0000-20101-00	KEITH ENGLAND	Refund Check 052197-000, 777 JEFFERSON ST	10/25/2022	91.54	
061-0000-20101-00	COUNTRYSIDE INVESTMENT PI	Refund Check 065007-003, 935 LYMAN ST	10/26/2022	45.93	
061-0000-20101-00	VALERIE CAVES	Refund Check 055115-000, 927 E KNOX ST	10/26/2022	50.40	
061-0000-20101-00	CONNIE CARTER	Refund Check 020039-006, 153 E MAIN ST 1	10/26/2022	27.19	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	FHP INVESTMENTS LLC	Refund Check 045228-014, 135 PHILLIPS ST	10/26/2022	87.36	
061-0000-20101-00	BURKE CLEANERS	Refund Check 013422-000, 1421 N HENDERSON ST	10/25/2022	360.00	
061-0000-20101-00	BRENT CLARK	Refund Check 059075-000, 1873 E MAIN ST	10/14/2022	11.21	
061-0000-20101-00	MICHAEL HUME	Refund Check 047626-001, 1092 S CHAMBERS ST UPPER	10/14/2022	90.57	
061-0000-20101-00	KRISTINA BOWERS	Refund Check 053531-000, 186 W CARL SANDBURG DR	10/25/2022	42.40	
061-0000-20101-00	CONNIE CARTER	Refund Check 020039-004, 149 E MAIN ST 1	10/26/2022	67.81	
061-0000-20101-00	JASON ASBURY	Refund Check 022311-002, 555 JEFFERSON ST	10/26/2022	95.48	
061-0000-20101-00	BRICKYARD ENTERPRISES LLC	Refund Check 059818-008, 207 LINCOLN ST	10/14/2022	124.13	
061-0000-20101-00	KATHRYN BOWTON	Refund Check 060425-000, 995 BROWN AVE	10/25/2022	14.84	
061-0000-20101-00	MARIA BANDERAS	Refund Check 058790-000, 243 N HENDERSON ST	10/14/2022	74.08	
061-0000-20101-00	ANITA BATCHELDER	Refund Check 007112-008, 938 E SOUTH ST	10/26/2022	102.36	
061-0000-20101-00	LASHAWN MCGEE, SR	Refund Check 053929-001, 1521 E NORTH ST	10/26/2022	11.58	
061-0000-20101-00	GABRIELLE MULLEN	Refund Check 063923-000, 299 DIVISION ST	10/14/2022	36.21	
061-0000-20101-00	TERESA STEWART	Refund Check 055901-004, 1189 COURT ST	10/14/2022	117.90	
061-0000-20101-00	DOUGLAS STENFELDT	Refund Check 059631-000, 1472 MOSHIER AVE	10/18/2022	83.58	
061-0000-20101-00	CRESENCIO SANCHEZ	Refund Check 006017-002, 1172 N KELLOGG ST	10/25/2022	102.43	
061-0000-20101-00	BARBARA SCHULZE	Refund Check 065582-000, 1014 N CEDAR ST	10/25/2022	38.84	
061-0000-20101-00	BARBARA SCHULZE	Refund Check 065582-001, 1018 N CEDAR ST	10/25/2022	38.84	
061-0000-20101-00	JOSHUA MORRISON	Refund Check 060718-000, 403 W SOUTH ST	10/14/2022	77.64	
061-0000-20101-00	GAYLON WEBB	Refund Check 015862-000, 141 HIGHLAND AVE	10/26/2022	8.92	
061-0000-20101-00	JOSHUA MORRISON	Refund Check 060718-001, 405 W SOUTH ST	10/14/2022	97.76	
061-0000-20101-00	KATE OESTREICHER	Refund Check 064999-000, 1125 N WEST ST	10/26/2022	68.84	
061-0000-20101-00	GABRIEL TRULSON	Refund Check 063726-000, 187 HIGHLAND AVE	10/25/2022	87.22	
061-0000-20101-00	RANDY WILSON	Refund Check 009147-002, 1756 BEECHER AVE	10/26/2022	49.04	
061-0000-20101-00	RICHARD PRUKA	Refund Check 005072-002, 527 N BROAD ST LOWER	10/18/2022	89.83	
061-0000-20101-00	DOUGLAS LINDHOLM	Refund of Hyrant Meter Deposit	10/31/2022	292.80	
061-0000-20101-00	RANDY WILSON	Refund Check 009147-002, 1756 BEECHER AVE	10/26/2022	55.00	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-068, 678 E GROVE ST	10/26/2022	64.18	
061-0000-20101-00	BETTY MEIER	Refund Check 048080-000, 126 S FARNHAM ST	10/25/2022	56.00	
061-0000-20102-00	Nicor Gas	06/22 Heat #14511554116	09/30/2022	542.19	
061-0000-20103-00	Laverdiere Construction, Inc.	Release Retainage - Construction of Gravel Pack Well #6	10/31/2022	111,246.30	
061-0000-51000-00	Pace Analytical Services LLC	Disinfection Service	10/31/2022	434.40	
061-0000-51000-00	Great Eastern Mgmt., Inc.	Premier bank	10/31/2022	240.00	
061-0000-51000-00	Great Eastern Mgmt., Inc.	Bank Ozark	10/31/2022	240.00	
061-0000-51000-00	Great Eastern Mgmt., Inc.	Modern Bank	10/31/2022	240.00	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	10/31/2022	814.50	
061-0000-51000-00	Knox County Recorders Office	09/22 Laredo	10/31/2022	21.55	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-51000-00	SpringbrookSoftware LLC	CivicPay PayPad Transaction Fee	10/31/2022	194.75	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	10/31/2022	15.20	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	10/31/2022	19.55	
061-0000-51500-00	Gatehouse Media	Notice to Bidders Ads #20710	10/31/2022	118.66	
061-0000-51500-00	Sebis Direct Inc	09/22 UB Printing costs	10/31/2022	924.58	
061-0000-52000-00	American Electric Power	09/22 Electricity	09/30/2022	11,387.39	
061-0000-52300-00	Nicor Gas	09/22 Heat #14511554116	09/30/2022	1,177.01	
061-0000-52300-00	Nicor Gas	09/22 Heat #20727010009	09/30/2022	49.65	
061-0000-55700-00	Waste Management, Inc.	10/22 Services ACCT# 9-06892-63006	10/31/2022	101.99	
061-0000-55700-00	Waste Management, Inc.	10/22 Services ACCT# 64537-23004	10/31/2022	18.23	
061-0000-55800-00	Jensen Information Tech Inc	Nov - Dec 2022 Watchguard T40 (2ea) renew	10/31/2022	22.75	0000092277
061-0000-61000-00	Office Specialists, Inc.	Copy Paper, Glue Sticks, Marker, Stapler	10/31/2022	68.93	
061-0000-61000-00	Office Specialists, Inc.	Stapler	10/31/2022	12.90	
061-0000-65000-00	Office Specialists, Inc.	Trash Bags, Paper Towels,Tissue,Dish Soap,Hand Soap	10/31/2022	272.09	
061-0000-65000-00	Office Specialists, Inc.	Paper Towels	10/31/2022	18.03	
061-0000-65500-00	Enercon Engineering, Inc	Misc service	10/31/2022	4,608.02	
061-0000-66000-00	Galesburg Builders Supply, Inc	PORTLAND CEMENT CONCRETE, CL PP2 MIX - DELIVERED	10/31/2022	222.50	0000092113
061-0000-66000-00	Galesburg Electric, Inc.	Bulbs	10/31/2022	13.42	
061-0000-66000-00	Gunther Construction Co., a div. of U	21.11 tons CA6	10/31/2022	406.37	
061-0000-66000-00	Gunther Construction Co., a div. of U	FA-1 FILL SAND - DELIVERED	10/31/2022	1,087.62	0000092112
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	398.64	
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	1,375.00	
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	1,777.72	
061-0000-66000-00	Core & Main	Copper gaskets	10/31/2022	38.44	
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	342.75	
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	2,904.16	
061-0000-66000-00	Core & Main	Misc supplies	10/31/2022	998.48	
061-0000-66000-00	Monmouth Ready-Mix	Flowable	10/31/2022	292.50	
061-0000-66500-00	Core & Main	Sockets	10/31/2022	125.76	
061-0000-66700-00	Core & Main	5/8" X 1/2" ACCUSTREAM 100CF WATER METER	10/31/2022	15,800.00	0000092153
061-0000-66700-00	Core & Main	510M 3WIRE INSIDE SET RADIO	10/31/2022	9,360.00	0000092153
061-0000-68500-00	IDEXX Distribution Inc.	Misc Chemicals	10/31/2022	2,624.58	
Subtotal for Divison: 0000				325,216.97	
Subtotal for Fund 061				325,216.97	
067-0000-51000-00	SpringbrookSoftware LLC	CivicPay PayPad Transaction Fee	10/31/2022	97.38	

Account Number	Vendor	Description	Date	Amount	PO No
067-0000-51000-00	Knox County Recorders Office	09/22 Laredo	10/31/2022	21.55	
067-0000-51500-00	Sebis Direct Inc	09/22 UB Printing costs	10/31/2022	462.22	
067-0000-59501-00	Knox County Landfill	09/22 Services #121	10/31/2022	40,187.60	
067-0000-59501-00	Knox County Landfill	09/22 Services #122	10/31/2022	201.20	
067-0000-59502-00	Waste Management, Inc.	10/22 Refuse Removal	10/31/2022	175,247.12	
		Subtotal for Divison: 0000		<u>216,217.07</u>	
		Subtotal for Fund 067		<u>216,217.07</u>	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Yearly Charge-48 people	10/31/2022	3,840.00	
078-0000-51000-00	Resource Management Services, Inc	10/22-12/22 EAP Services	10/31/2022	1,239.00	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 04/30/22 /2022 #P472641160	10/31/2022	35.82	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 04/29/2022 #P472641180	10/31/2022	120.53	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 09/22/22 #P488482210	10/31/2022	120.53	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 06/07/2022 #P492586190	10/31/2022	131.56	
078-0000-56535-00	Southeast Iowa Regional Medical Ce	Work Comp - DOS 08/25/22 #37378036	10/31/2022	120.53	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 09/22/22 #P490324290	10/31/2022	99.61	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 05/04/22 #P472641170	10/31/2022	120.53	
078-0000-56535-00	OSF Medical Group, Inc.	Work Comp DOS 04/30/2022 #P472641190	10/31/2022	274.45	
078-0000-56535-00	Southeast Iowa Regional Medical Ce	Work Comp - DOS 09/12/22 #38092434	10/31/2022	81.51	
078-0000-56597-00	Helm Mechanical / Helm Service	Install new mini split for IT room	10/31/2022	4,605.58	
		Subtotal for Divison: 0000		<u>10,789.65</u>	
		Subtotal for Fund 078		<u>10,789.65</u>	
		Report Total:		<u><u>1,465,398.42</u></u>	

Advance Checks and ACH Payments as of 10/31/2022

Check Date	Check #	Vendor Name	Description	Account #	Amount
9/9/2022	0	Jessica Spurrier	Clothing Allowance for pants	001-0550-67500	75.00
9/23/2022	0	TJ Scott	Non Safety toe boots	001-0605-67500	126.00
9/23/2022	0	Kyle Harms	Non Safety toe boots	001-0605-67500	69.99
10/13/2022	0	Chuck Humes	Umpire SBall 10/11/22 3 games	019-1940-51400	105.00
10/13/2022	0	Dan Burgland	Umping SBall 10/11/22 2 games	019-1940-51400	70.00
10/13/2022	0	Drew Rogers	Meals-Rope Rescue Technician-Level II-Champaign IL -D Rogers	001-0000-10706	155.00
10/13/2022	0	Flexible Benefit Service LLC	09/22 Service	001-0120-56506	80.00
10/13/2022	6058	J W Summy Contracting Corp.	HUD Healthy Homes at 883 E South Street	013-0000-83100	3,850.00
10/13/2022	5103	J W Summy Contracting Corp.	HUD LBPHC at 883 E South Street	013-0000-83100	18,000.00
10/13/2022	0	Josh Lenz	Meals-HazMat Tech Training-Champaign IL-J-Lenz	001-0000-10706	155.00
10/13/2022	0	Knox County Collector	VL Formerly 518 W South St 99-15-154-052	024-0000-84500	544.23
10/13/2022	0	MBS Food Truck LLC	Business Startup Grant Assistance Program - MBS Food Truck, LLC	054-0000-83100	859.34
10/20/2022	0	BlueCross BlueShield of Illinois	11/22 Health Insurance Premiums	078-0000-20315	362,699.66
10/20/2022	0	Brooke Ingles	Meals-IPSTA Conference - Springfield	001-0000-10706	108.00
10/20/2022	5104	J W Summy Contracting Corp.	CO #1 HUD LBPHC at 1034 W Brooks St add additional movers and fl	013-0000-83100	850.00
10/20/2022	5104	J W Summy Contracting Corp.	HUD LBPHC at 1034 W Brooks St	013-0000-83100	9,240.00
10/20/2022	6059	J W Summy Contracting Corp.	HUD Healthy Homes at 1034 W Brooks St	013-0000-83100	5,000.00
10/20/2022	0	Joseph Thompson Jr.	Assigning for Fall Adult Softball - 50 Games	019-1940-51400	250.00
10/20/2022	0	Samantha Swanson	Meals-IPSTA Conference-Springfield -SSwanson	001-0000-10706	108.00
10/20/2022	5105	Thomas Mullhatten	Food Allowance - 97 N Whitesboro - HUD LEAD PAINT	013-0000-83100	16.46
10/21/2022	0	David Farrell	Non Safety toe shoes	001-0605-67500	62.98
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	019-1920-47500	72.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0605-47500	216.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	019-1905-47500	192.90
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	067-0000-47500	1.80
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0205-47500	208.80
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0207-47500	61.20
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0450-47500	63.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	024-0000-47500	16.26
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	023-0000-47500	5.40
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0305-47500	19.92
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	017-0000-47500	10.80
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0445-47500	36.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	014-0000-47500	108.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	030-0370-47500	54.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	020-0000-47500	7.20
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Vision Insurance Premium	078-0000-20315	2,898.76
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0120-47500	57.60
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0110-47500	36.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	078-0000-47500	14.40
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0510-47500	381.60
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	018-0000-47500	46.80
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	061-0000-47500	204.75

10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	030-0320-47500	54.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0306-47500	201.72
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0115-47500	72.00
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0410-47500	127.80
10/21/2022	0	Dearborn National Life Insurance Co.	11/22 Life Insurance Premium	001-0550-47500	39.60
10/21/2022	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	275.80
10/21/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
10/21/2022	0	T TECH	09/22 UB ACH fees	067-0000-51000	407.50
10/21/2022	0	T TECH	09/22 UB ACH fees	061-0000-51000	815.01
10/24/2022	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	168.40
10/24/2022	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
10/25/2022	0	Bank of Montreal	Amazon-Replacement Bags for Vacuum Cleaner	019-1945-65000	17.99
10/25/2022	0	Bank of Montreal	American Planning Association - APA 2022 Policy & Advocacy Confr	001-0305-54500	200.00
10/25/2022	0	Bank of Montreal	Walmart - Candy for Knox Community Day	019-1940-64000	41.00
10/25/2022	0	Bank of Montreal	AC McCarthney EQuip-Bolt for Kubota	020-0000-65500	2.24
10/25/2022	0	Bank of Montreal	Amazon-Wall Clock	001-0510-61000	19.03
10/25/2022	0	Bank of Montreal	Hilton Hotels -Lodging IML -Chicago- P.Swartzman	001-0105-54500	331.07
10/25/2022	0	Bank of Montreal	Pekin Life Insurance Co - 10/22 Life Insurance Premiums	001-0510-47500	108.90
10/25/2022	0	Bank of Montreal	Best Western - Lodging-Firearms Training- Savoy-P.Kisler	001-0510-54500	444.00
10/25/2022	0	Bank of Montreal	Lowe's- Drill Bit, Fasteners,Rubber Strap	019-1940-66000	9.04
10/25/2022	0	Bank of Montreal	Lowe's - Toilet Wax Ring	019-1915-66000	7.08
10/25/2022	0	Bank of Montreal	Farm King- Hand Cleaner	020-0000-65000	21.19
10/25/2022	0	Bank of Montreal	Emplem Enterprises - GFD Patches for Uniforms	001-0605-67500	327.00
10/25/2022	0	Bank of Montreal	Hilton Chicago- Lodging-IML Chicago-White	001-0105-54500	993.21
10/25/2022	0	Bank of Montreal	Thompson-Replacement Part	030-0370-62500	327.58
10/25/2022	0	Bank of Montreal	Menards - Nature Supplies : Outdoor Education Day Cloud Demo	019-1940-64000	2.78
10/25/2022	0	Bank of Montreal	Menards-Paint and Paint Supplies	019-1915-66000	162.97
10/25/2022	0	Bank of Montreal	09/22 PCard Charges - Library	001-0000-10407	7,132.39
10/25/2022	0	Bank of Montreal	Walmart - Nature Supplies Outdoor Education Day Cloud Demo	019-1940-64000	33.96
10/25/2022	0	Bank of Montreal	Hy-Vee - Hot Dog Buns	019-1920-64125	26.00
10/25/2022	0	Bank of Montreal	Galesburg Electric-Ballasts,Recycle Ballasts	019-1935-66000	16.70
10/25/2022	0	Bank of Montreal	Amazon-Laptop Battery	001-0510-61700	39.96
10/25/2022	0	Bank of Montreal	Menards-Matials to fix plumbing issue	030-0320-66000	11.26
10/25/2022	0	Bank of Montreal	National Sheriff's Association-Neighborhood WAtch Membership	001-0510-55000	34.00
10/25/2022	0	Bank of Montreal	Phillips 66 - Diesel and Gas for Truck	061-0000-62510	208.69
10/25/2022	0	Bank of Montreal	Hilton Chicago- Meals-IML Chicago- Hix	001-0105-54500	60.37
10/25/2022	0	Bank of Montreal	Menards-Rubber Stopper	019-1940-66000	2.58
10/25/2022	0	Bank of Montreal	Facebook-Police Hlring Advertising	001-0505-51500	35.00
10/25/2022	0	Bank of Montreal	Amazon - Cups,Plastic Knives	001-0510-61000	24.93
10/25/2022	0	Bank of Montreal	Farm King - Oil For Hydrostat	019-1965-65500	22.36
10/25/2022	0	Bank of Montreal	Lowes-Batteries/Rust Dissolver	061-0000-66000	178.72
10/25/2022	0	Bank of Montreal	Quadient-Ink for Postage Machine	001-0160-88300	105.45
10/25/2022	0	Bank of Montreal	Anixter- SFP Modules For Cross Connect Fiber Work at Streets	057-0000-61700	263.98
10/25/2022	0	Bank of Montreal	Menards- Zinc Nylon Lock Nut- TAX	030-0000-10407	0.39
10/25/2022	0	Bank of Montreal	Kaser Power Equipment - Saw Repair #53	001-0605-55500	46.49

10/25/2022	0	Bank of Montreal	Acshnet-Hats and Golf Balls for Resale	019-1920-64000	356.73
10/25/2022	0	Bank of Montreal	Farm King - Weed Killer, Ear Plugs	019-1965-63500	91.97
10/25/2022	0	Bank of Montreal	USA BlueBook - Lab Supplies	061-0000-68500	166.76
10/25/2022	0	Bank of Montreal	National Child Passenger Safety-CSOFoxChild Safety Seat Tech	001-0510-54500	95.00
10/25/2022	0	Bank of Montreal	Walmart - Conference Room TV Replacement - Lightning Strike	078-0000-56597	748.00
10/25/2022	0	Bank of Montreal	Hy-Vee- New Employee Breakfast-Finance All	001-0205-68000	19.96
10/25/2022	0	Bank of Montreal	Menards-Deep Cycle Battery	019-1920-65500	189.11
10/25/2022	0	Bank of Montreal	Wight Chevrolet - Harness #111	001-0450-62500	69.44
10/25/2022	0	Bank of Montreal	Menards- Zinc Nylon Lock Nut	030-0370-62500	4.58
10/25/2022	0	Bank of Montreal	Gannett - Register Mail Subscription	001-0110-55000	7.99
10/25/2022	0	Bank of Montreal	Holt Supplies - Assort. Galvanized Nipples, Galvanized Couplings	061-0000-66000	390.59
10/25/2022	0	Bank of Montreal	09/22 PCard Charges - ETSB	001-0000-10407	1,149.36
10/25/2022	0	Bank of Montreal	Farm King - Ball Valve #135	001-0450-62500	12.99
10/25/2022	0	Bank of Montreal	Inquire Hire - Background Check - PM	078-0000-51000	58.00
10/25/2022	0	Bank of Montreal	HOI SHRM - HR Training	001-0120-54500	30.00
10/25/2022	0	Bank of Montreal	Amazon - Card stock for Bookmarks/ Outdoor Education Day	019-1940-64000	7.96
10/25/2022	0	Bank of Montreal	Glenns Radiator- Alignment #405	001-0306-55500	129.95
10/25/2022	0	Bank of Montreal	Menards-Trees	054-0000-63500	62.98
10/25/2022	0	Bank of Montreal	Hy-Vee-Hot Dog Buns	019-1920-64125	14.94
10/25/2022	0	Bank of Montreal	Glass Specialty - Gutierrez car window hit by rock	078-0000-56534	275.00
10/25/2022	0	Bank of Montreal	Amazon-Elevator Halogen Bulb	030-0370-62500	39.18
10/25/2022	0	Bank of Montreal	Hilton Chicago- Meal-IML Chicago- Hix	001-0105-54500	8.39
10/25/2022	0	Bank of Montreal	IPEA - 4 Hour Plumbing Continuing Education	001-0306-54500	115.00
10/25/2022	0	Bank of Montreal	Galesburg Electric - Cordless Grease Gun	020-0000-66500	294.58
10/25/2022	0	Bank of Montreal	Moore Tires - Tires #405	001-0306-62500	277.88
10/25/2022	0	Bank of Montreal	AC McCartney - Gasket #356	020-0000-62500	9.57
10/25/2022	0	Bank of Montreal	Thompson-Hub/Rough/Critn	030-0370-62500	480.74
10/25/2022	0	Bank of Montreal	Thompson-Couplings	030-0370-62500	19.94
10/25/2022	0	Bank of Montreal	Menards-Caster Wheels For Golfball Washer	019-1915-65500	13.38
10/25/2022	0	Bank of Montreal	Guest Services - NETC - Meal Ticket - Normal - Grodjesk	001-0605-54500	337.64
10/25/2022	0	Bank of Montreal	Amazon-Calculator	001-0205-61000	93.99
10/25/2022	0	Bank of Montreal	Menards - Sprayer	019-1915-65500	15.97
10/25/2022	0	Bank of Montreal	Soangetaha Country Club- B Nolden Department Head Lunch	001-0105-54500	145.94
10/25/2022	0	Bank of Montreal	Hy-Vee-Hot Dog Buns	019-1920-64125	38.23
10/25/2022	0	Bank of Montreal	Wilson Paper Co- Parts for floor cleaning machine	019-1935-65500	79.23
10/25/2022	0	Bank of Montreal	Dooley Brothers Mining & Construction - Oak Survey Stakes	061-0000-66000	118.00
10/25/2022	0	Bank of Montreal	Anixter- SFP Modules For Cross Connect Fiber Work at Streets	001-0207-61700	208.00
10/25/2022	0	Bank of Montreal	Amazon - Cat-6 Cables	001-0510-61700	131.67
10/25/2022	0	Bank of Montreal	Philips 66 - Diesel Bulk Tank	061-0000-62510	175.38
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch-SGugliotta	001-0305-54500	25.00
10/25/2022	0	Bank of Montreal	UPS-Police Promotional Test	001-0505-53000	16.85
10/25/2022	0	Bank of Montreal	Amazon-Clipboards for Swim Lessons at hotel	019-1950-64000	14.10
10/25/2022	0	Bank of Montreal	Amazon-Form Funnel	030-0370-66500	22.00
10/25/2022	0	Bank of Montreal	Black Clover-Clothes for Resale	019-1920-64000	272.95
10/25/2022	0	Bank of Montreal	Cooks & Company - Flowers Firefighter David Gau	001-0605-58500	50.00

10/25/2022	0	Bank of Montreal	Green View Garden Centers-5 New Trees	019-1920-66000	905.07
10/25/2022	0	Bank of Montreal	Alexis Fire Equipment - Fire Hose, FireFighter Boots	061-0000-67500	396.66
10/25/2022	0	Bank of Montreal	Lock and Key Shop-Keys	019-1935-66000	9.35
10/25/2022	0	Bank of Montreal	Farm King Supply - Wire Strippers	061-0000-66500	21.99
10/25/2022	0	Bank of Montreal	Advance Auto Parts- Materials to Maintain Equipment	001-0450-65500	19.99
10/25/2022	0	Bank of Montreal	Menards-Paint Tape	019-1950-66000	19.99
10/25/2022	0	Bank of Montreal	AT&T-First Net 9/22 Service	001-0510-54000	394.68
10/25/2022	0	Bank of Montreal	Facebook-Police Hiring Advertising	001-0550-51500	15.00
10/25/2022	0	Bank of Montreal	Galesburg Electric - New Light Bulbs & Recycled Bulbs	019-1910-66000	82.00
10/25/2022	0	Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	65.64
10/25/2022	0	Bank of Montreal	Menards-Surge Outlets,Impact Sockets,Head Lamp	019-1920-66500	71.17
10/25/2022	0	Bank of Montreal	Go Van Gohs- Embroidery for Staff Services	001-0205-51000	48.00
10/25/2022	0	Bank of Montreal	Best of Signs - Magnetic Nameplate-City Atty	001-0105-61000	15.86
10/25/2022	0	Bank of Montreal	Inquire Hire - Background Check - Mechanic	078-0000-51000	58.00
10/25/2022	0	Bank of Montreal	Amazon - Monitor Privacy Screens	001-0306-61700	77.98
10/25/2022	0	Bank of Montreal	Comcast-09/22 Internet	019-1965-54000	62.95
10/25/2022	0	Bank of Montreal	Comcast-09/22 Internet	001-0207-54000	454.85
10/25/2022	0	Bank of Montreal	Hy-Vee - Snacks/Monarch Migration Festival Volunteers/ Water	019-1945-64000	32.04
10/25/2022	0	Bank of Montreal	DynDNS.com- DYN Standard DNS Renewal (1 Month)	001-0207-55800	5.00
10/25/2022	0	Bank of Montreal	Elite Ink-2nd 1/2 payment Fall STaff Shirts/Hoodies	019-1945-64000	574.12
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch- Carl	001-0110-54500	25.00
10/25/2022	0	Bank of Montreal	USA BlueBook-Lab Supplies	061-0000-68500	687.48
10/25/2022	0	Bank of Montreal	Hy-Vee -22-01 Misc Kitchen Supplies	021-0000-68000	89.50
10/25/2022	0	Bank of Montreal	Fastenal - Caution Tape	061-0000-66000	32.02
10/25/2022	0	Bank of Montreal	MidState - Filter Cleaning - #170	001-0445-55500	15.00
10/25/2022	0	Bank of Montreal	Frontier Communications - Water Treatment Plant Phone	061-0000-54000	298.47
10/25/2022	0	Bank of Montreal	Amazon - Dog Leashes for CSO's	001-0510-62500	27.98
10/25/2022	0	Bank of Montreal	Menards-Sewer Cap,Tape,Wire Connectors	019-1935-66000	18.35
10/25/2022	0	Bank of Montreal	Lock & Key Shop - Keys for PSB	001-0605-65000	48.00
10/25/2022	0	Bank of Montreal	Walmart-Hot Dog Buns	019-1920-64125	16.44
10/25/2022	0	Bank of Montreal	Thompson-Sensors,Clamps,Gasket	030-0370-62500	1,200.15
10/25/2022	0	Bank of Montreal	Acushnet-Golf Balls for Resale	019-1920-64000	32.94
10/25/2022	0	Bank of Montreal	TLO Trans Union- TLO Program Subscription	001-0510-55800	75.00
10/25/2022	0	Bank of Montreal	Airgas-Safety Glasses	061-0000-67500	29.60
10/25/2022	0	Bank of Montreal	Amazon-Fiber Patch Cables	001-0550-61700	101.70
10/25/2022	0	Bank of Montreal	MTC Communications - Water Treatment Plant Internet	061-0000-54000	89.95
10/25/2022	0	Bank of Montreal	Wilson Paper Company - Cleaning Supplies for Paint Machine #306	001-0450-65000	94.38
10/25/2022	0	Bank of Montreal	Farm King - Gaskets	019-1920-66000	7.96
10/25/2022	0	Bank of Montreal	Indeed- PSB Clerk Job Posting	001-0120-51500	280.00
10/25/2022	0	Bank of Montreal	Galesburg Electric- Fuses	061-0000-66500	34.21
10/25/2022	0	Bank of Montreal	Green Thumbers-Trees for Project 350	054-0000-63500	1,415.94
10/25/2022	0	Bank of Montreal	Lowes- Misc Materials for Brooks Maintenance	001-0605-66000	54.60
10/25/2022	0	Bank of Montreal	Menards- Misc Tools and Supplies	061-0000-66500	157.71
10/25/2022	0	Bank of Montreal	Hoerr Nursery -Trees	054-0000-63500	173.98
10/25/2022	0	Bank of Montreal	Caseys - Breakfast Pizzas - Overtime 1st&3rd Shift Dispatch	001-0550-68000	37.64

10/25/2022	0	Bank of Montreal	Lowes-Lumber for Forms	014-0000-66000	73.07
10/25/2022	0	Bank of Montreal	Frontier Communications- Water Treatment Plant Phone	061-0000-54000	271.82
10/25/2022	0	Bank of Montreal	Paint Brushes	061-0000-66000	44.40
10/25/2022	0	Bank of Montreal	Menards - Misc Household Supplies	001-0605-65000	129.98
10/25/2022	0	Bank of Montreal	MidState - Filter Cleaning - #137	001-0450-55500	36.00
10/25/2022	0	Bank of Montreal	Conoco - Day Break	061-0000-62510	166.00
10/25/2022	0	Bank of Montreal	Menards - Drain Snake	019-1915-65500	10.99
10/25/2022	0	Bank of Montreal	Lock & Key Shop- Key Copies	061-0000-66000	33.50
10/25/2022	0	Bank of Montreal	Peoples- Toilet Repair Parts	001-0445-55700	10.97
10/25/2022	0	Bank of Montreal	Amazon-Coffee Creamer	001-0510-61000	12.20
10/25/2022	0	Bank of Montreal	Amazon - Corkboard and Push Pins for Office	019-1945-64000	44.27
10/25/2022	0	Bank of Montreal	Lowes-Boards for East Boat Ramp Decking	019-1915-65500	26.94
10/25/2022	0	Bank of Montreal	Hy-Vee-Hot Dog Buns/Supplies	019-1920-64125	29.73
10/25/2022	0	Bank of Montreal	Philips66 - Gas For Truck	061-0000-62510	110.41
10/25/2022	0	Bank of Montreal	Advanced Auto Parts-Oil Filter	019-1915-65500	5.77
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	067-0000-20102	31.39
10/25/2022	0	Bank of Montreal	Illinois GIS Assoc. - Annual GIS Conference- Normal II - JCueno	001-0410-55000	305.00
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch- Idle	001-0510-54500	25.00
10/25/2022	0	Bank of Montreal	Cooks & Company - Flowers for Tyke Jordan	001-0000-10407	75.00
10/25/2022	0	Bank of Montreal	Amazon - Coffee	001-0510-61000	139.96
10/25/2022	0	Bank of Montreal	MidState - Filter Cleaning - #125	018-0000-55500	35.00
10/25/2022	0	Bank of Montreal	Farm King - Tools	061-0000-66500	45.66
10/25/2022	0	Bank of Montreal	Menards-Water&Rod for post hole digger	001-0450-66500	16.47
10/25/2022	0	Bank of Montreal	Verizon Wireless - 08/22 Service	016-0000-20102	1.72
10/25/2022	0	Bank of Montreal	Farm King - Equipment Maintenance	061-0000-66000	93.17
10/25/2022	0	Bank of Montreal	Hold Supply Co-PVC Pipe Fittings	019-1920-66000	192.03
10/25/2022	0	Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	37.76
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	019-0000-20102	178.95
10/25/2022	0	Bank of Montreal	Hilton Chicago- Lodging-IML Chicago- Hix	001-0105-54500	993.21
10/25/2022	0	Bank of Montreal	Lowes - Under Cabinet LED Light	001-0605-65000	24.98
10/25/2022	0	Bank of Montreal	Menards-Butane Torch, Hitch Pin, Leaf Rake, Wood Seat	019-1975-66500	69.67
10/25/2022	0	Bank of Montreal	Hampton Inn Hotel- Honor Guard-Carol Stream- KLegate MMcLaughlin	001-0510-54500	444.00
10/25/2022	0	Bank of Montreal	Hilton Chicago- Lodging-IML Chicago- Smith-Esters	001-0105-54500	993.21
10/25/2022	0	Bank of Montreal	USPS-Postage	019-1920-53000	5.85
10/25/2022	0	Bank of Montreal	Quadient-Ink for Postage Machine	019-1905-88300	7.03
10/25/2022	0	Bank of Montreal	Amtrak - Travel - IML- Chicago - Dwight White	001-0105-54500	65.00
10/25/2022	0	Bank of Montreal	Walmart-Nature Supplies : Outdoor Education Day Cloud Demo	019-1940-64000	17.34
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	030-0000-20102	100.52
10/25/2022	0	Bank of Montreal	Lowe's- Mesuring Wheel for Entry Level Testing	001-0605-66500	62.98
10/25/2022	0	Bank of Montreal	Dave's Autobody- Side Mirror Hit by Transit Bus	078-0000-56534	792.38
10/25/2022	0	Bank of Montreal	Menards - Repair Flange	019-1915-65500	5.19
10/25/2022	0	Bank of Montreal	Menards-Materials to fix plumbing issue,Cleaning Supplies	030-0370-66000	38.87
10/25/2022	0	Bank of Montreal	Hy-Vee Gas-Fuel for Saws	019-1975-62510	23.25
10/25/2022	0	Bank of Montreal	Peoples- Toilet Repair Parts	001-0445-55700	8.99
10/25/2022	0	Bank of Montreal	Lowes-Wheelbarrow	019-1915-66500	119.00

10/25/2022	0	Bank of Montreal	Alexis Fire Equipment - Fire Hose, FireFighter Boots	061-0000-66000	815.00
10/25/2022	0	Bank of Montreal	Holt Supply - Toilet Valve	001-0445-55700	13.34
10/25/2022	0	Bank of Montreal	Hy-Vee-Hot Dog Buns/Supplies	019-1920-64125	27.70
10/25/2022	0	Bank of Montreal	Farm King - Jack Oil	019-1965-65500	6.69
10/25/2022	0	Bank of Montreal	Lowes-Hose Clamps	019-1915-65500	22.20
10/25/2022	0	Bank of Montreal	Thompson-filter, support Fans	030-0370-62500	174.82
10/25/2022	0	Bank of Montreal	Amazon - Solid State Drive	001-0510-61700	279.99
10/25/2022	0	Bank of Montreal	Sling Online Scheduling- Online Scheduling Software	001-0510-55000	48.50
10/25/2022	0	Bank of Montreal	Walmart - Storage Tote- for Acquatic fitness supplies	019-1940-64000	17.98
10/25/2022	0	Bank of Montreal	AC McCartney - Gauge Wheels #519	019-1965-62500	221.96
10/25/2022	0	Bank of Montreal	EMP- MISC Medical Supplies	001-0605-68600	2.59
10/25/2022	0	Bank of Montreal	Amazon - Nitrle Gloves	019-1910-67500	199.00
10/25/2022	0	Bank of Montreal	Amazon - Projector Screens	001-0550-61700	299.97
10/25/2022	0	Bank of Montreal	Inquire Hire - Background Check Rec Supervisor	078-0000-51000	58.00
10/25/2022	0	Bank of Montreal	Lowes-Mulch	019-1915-63500	14.94
10/25/2022	0	Bank of Montreal	Menards - Nature Supplies - Outdoor Education Day Cloud Demo	019-1940-64000	5.48
10/25/2022	0	Bank of Montreal	Holt Supply Co - PVC Pipe Fitting	019-1920-66000	127.49
10/25/2022	0	Bank of Montreal	Name Tag Wizard - Wall Plate - JSimkins	001-0306-61000	25.96
10/25/2022	0	Bank of Montreal	Lowe's - Wood Stakes	019-1915-66000	31.52
10/25/2022	0	Bank of Montreal	S&S Industrial Supply - Oil Pads, Brake Clean	001-0445-63000	122.84
10/25/2022	0	Bank of Montreal	Comcast-HD Technology Fee #21-46	021-0000-54000	9.95
10/25/2022	0	Bank of Montreal	Walmart-HOt Dog Buns/Supplies	019-1920-64125	30.94
10/25/2022	0	Bank of Montreal	UPS - Shipping	001-0505-53000	14.78
10/25/2022	0	Bank of Montreal	Scotts Equip- Belt -Oil	019-1965-65500	70.68
10/25/2022	0	Bank of Montreal	HOI SHRM - HR Training	001-0120-54500	30.00
10/25/2022	0	Bank of Montreal	Amazon - Keyboard	001-0120-61000	69.99
10/25/2022	0	Bank of Montreal	Quadient-2 bottles of sealing solution	001-0160-88300	37.05
10/25/2022	0	Bank of Montreal	MidState - Filter Cleaning - #113	001-0450-55500	24.00
10/25/2022	0	Bank of Montreal	Wilson Paper - Toilet Paper	001-0445-63000	98.27
10/25/2022	0	Bank of Montreal	State of Il Fire Marshal- Boiler Certificate Fee 10/22-10/24	078-0000-51000	71.58
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	078-0000-20102	54.83
10/25/2022	0	Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	92.91
10/25/2022	0	Bank of Montreal	Hampton Inn-Lodging-ILCMA-Normal-BNolden	001-0145-54500	144.48
10/25/2022	0	Bank of Montreal	NFPA-Fire Prevention Work Materials	001-0605-67000	233.95
10/25/2022	0	Bank of Montreal	Barash & Everett - 09/22 Legal Services	001-0145-51010	8,724.58
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch- Bennewitz-Gugliotta	001-0115-54500	50.00
10/25/2022	0	Bank of Montreal	Happy Joe's- 09.16.22 Food for delinquent day -Overtime-Fianance	001-0205-68000	66.30
10/25/2022	0	Bank of Montreal	GovConnection-Replacement Label printer for Jan	057-0000-61700	109.55
10/25/2022	0	Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	39.55
10/25/2022	0	Bank of Montreal	Scotts Equip - Leaf Blower	019-1965-66500	149.99
10/25/2022	0	Bank of Montreal	Walmart - Ball Pump	019-1940-64000	9.96
10/25/2022	0	Bank of Montreal	Lowe's - Drive Socket Set	061-0000-66500	19.98
10/25/2022	0	Bank of Montreal	Menards-Return of Torch Kit	019-1975-66500	(9.99)
10/25/2022	0	Bank of Montreal	Lowes-PVC Pipe Fittings	019-1920-66000	147.04
10/25/2022	0	Bank of Montreal	Comcast-09/22 Service	001-0630-54000	17.00

10/25/2022	0	Bank of Montreal	Peoples -Pick for Truck #302	001-0450-66500	50.10
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	001-0000-20102	2,436.14
10/25/2022	0	Bank of Montreal	Titanium-Chambers Thin Client, Monitor and Stand - Fire Chief	001-0207-61700	557.54
10/25/2022	0	Bank of Montreal	UPS-Police Promotional Test	001-0505-53000	13.70
10/25/2022	0	Bank of Montreal	Holiday Inn Hotel -Lodging -FTO Class-Jacksonville- ASwanson	001-0510-54500	319.68
10/25/2022	0	Bank of Montreal	Amazon- Refund of Nitrile Gloves	019-1910-67500	(96.10)
10/25/2022	0	Bank of Montreal	US Cellular - 08/22 Service	061-0000-20102	333.40
10/25/2022	0	Bank of Montreal	Amtrak-Travel - -Chicago- BHix	001-0105-54500	60.00
10/25/2022	0	Bank of Montreal	AED SuperStore - Misc Medical Supplies	001-0605-68600	348.00
10/25/2022	0	Bank of Montreal	Amazon - Nitrle Gloves	019-1910-67500	96.10
10/25/2022	0	Bank of Montreal	Farm King - Bushings #135	001-0445-62500	6.78
10/25/2022	0	Bank of Montreal	Paypal Tri Mor K9-K9 Software Annual Llicense Renewal	001-0510-55800	125.00
10/25/2022	0	Bank of Montreal	Lowes-CAT6,CAT5e jacks-Council Chambers Thin Clients	001-0207-61700	51.96
10/25/2022	0	Bank of Montreal	Expedia - Lodging - Urbana - Pedigo	001-0605-54500	615.66
10/25/2022	0	Bank of Montreal	Hy-Vee - 22-01 Misc Kitchen Supplies	021-0000-68000	43.17
10/25/2022	0	Bank of Montreal	Comcast-09/22 Internet	001-0205-54000	30.00
10/25/2022	0	Bank of Montreal	The Knot/Weddingwire - Premium Subscrip online wedding/Pavilion	019-1905-51500	1,152.90
10/25/2022	0	Bank of Montreal	CBA Lighiting & Control-Taxiway LightBulbs	020-0000-66000	1,174.94
10/25/2022	0	Bank of Montreal	Glenn's Radiator - Alignment #409	001-0510-55500	129.95
10/25/2022	0	Bank of Montreal	Quadient-2 bottles of sealing solution	019-1905-88300	2.47
10/25/2022	0	Bank of Montreal	GovConnection-DD Printer, Elizabeth Speakers, Orlee Toner Kit	001-0207-61700	465.38
10/25/2022	0	Bank of Montreal	Napa-Batteries, Oil Filters	019-1920-65500	319.59
10/25/2022	0	Bank of Montreal	Facebook-Police Hiring Advertising	001-0505-51500	3.40
10/25/2022	0	Bank of Montreal	Quadient-2 bottles of sealing solution	061-0000-88300	9.88
10/25/2022	0	Bank of Montreal	Fastnal - Bolt #589	019-1965-62500	12.50
10/25/2022	0	Bank of Montreal	Napa-Fueses for #53	001-0605-65500	8.78
10/25/2022	0	Bank of Montreal	Expedia - Lodging - Streator- Sampier	001-0605-54500	384.92
10/25/2022	0	Bank of Montreal	Amazon-Letter Openers	001-0205-61000	4.99
10/25/2022	0	Bank of Montreal	Amazon - Plates, Forks	001-0510-61000	55.80
10/25/2022	0	Bank of Montreal	Lowes-Misc Supplies	001-0205-61000	49.96
10/25/2022	0	Bank of Montreal	Lowes-Misc Tools	061-0000-66500	263.78
10/25/2022	0	Bank of Montreal	AC McCartney-Mower Parts	019-1915-65500	1,601.69
10/25/2022	0	Bank of Montreal	People's Paing to mark entry level run	001-0605-66500	23.78
10/25/2022	0	Bank of Montreal	Dollar Tree - Macrame of the Month Club Supplies; Brushes	019-1940-64000	6.25
10/25/2022	0	Bank of Montreal	Menards - Brass Cap	019-1915-65500	7.99
10/25/2022	0	Bank of Montreal	IL Tax Increment Association- Fall 2022 Seminar	001-0305-54500	395.00
10/25/2022	0	Bank of Montreal	Hy-Vee - Woolsey Retirement	001-0605-68000	59.99
10/25/2022	0	Bank of Montreal	Elite Ink - Charged Tax	019-0000-10407	82.13
10/25/2022	0	Bank of Montreal	Quadient-Ink for Postage Machine	061-0000-88300	28.12
10/25/2022	0	Bank of Montreal	Farm King Supply - Hammer,Wire Strippers, Bowl w/ Lid	061-0000-66500	44.47
10/25/2022	0	Bank of Montreal	Alexis Fire Equipment - Flashlights	061-0000-66500	135.99
10/25/2022	0	Bank of Montreal	Lands End-Staff Shirts	001-0000-10407	24.41
10/25/2022	0	Bank of Montreal	Verizon Wireless - 08/22 Service - Command Vehicle	001-0000-20102	5.16
10/25/2022	0	Bank of Montreal	Lowes- Minor Tools	001-0450-66500	328.96
10/25/2022	0	Bank of Montreal	Lands End-Sales Tax Refund	001-0000-10407	(6.24)

10/25/2022	0	Bank of Montreal	Comcast- 08/22 IDOT Modem	001-0000-10407	111.85
10/25/2022	0	Bank of Montreal	Sherwin Williams-Paint	019-1915-66000	74.42
10/25/2022	0	Bank of Montreal	Pekin Life Insurance Co - 10/22 Life Insurance Premiums	001-0605-47500	118.80
10/25/2022	0	Bank of Montreal	Farm King - Cam Lash Strap	061-0000-66000	9.29
10/25/2022	0	Bank of Montreal	EMP - Misc Medical Supplies	001-0605-68600	34.87
10/25/2022	0	Bank of Montreal	Amazon - Macrame of the Month Club for November	019-1940-64000	9.99
10/25/2022	0	Bank of Montreal	Holt Supply Co- Groove Lock Pliers	019-1920-66500	41.38
10/25/2022	0	Bank of Montreal	Walmart-Hot Dog Buns/Supplies	019-1920-64125	45.20
10/25/2022	0	Bank of Montreal	Verizon Wireless - 08/22 Service	001-0000-20102	859.40
10/25/2022	0	Bank of Montreal	AC McCartney - Controller #182	001-0445-62500	231.42
10/25/2022	0	Bank of Montreal	Wilson Paper Co-Parts for Floor Cleaning Machine	019-1935-65500	93.28
10/25/2022	0	Bank of Montreal	Thompson-Freight for Parts	030-0370-62500	34.50
10/25/2022	0	Bank of Montreal	Galesburg Electric- Fuses	061-0000-66500	6.50
10/25/2022	0	Bank of Montreal	Walmart - Stand for TV	030-0000-10407	65.00
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch-Hovind	001-0605-54500	25.00
10/25/2022	0	Bank of Montreal	Hilton Chicago- Lodging-IML Chicago Schwartzman (Discount)	001-0105-54500	(176.10)
10/25/2022	0	Bank of Montreal	Office Specialists 09/22 Service	061-0000-20102	337.18
10/25/2022	0	Bank of Montreal	DynDNS.com- Managed DNS Express 5 renewal (1 month)	001-0207-55800	24.00
10/25/2022	0	Bank of Montreal	MidState-Filter Cleaning #507	019-1915-55500	21.00
10/25/2022	0	Bank of Montreal	Acushnet-Golf Balls For Resale	019-1920-64000	386.79
10/25/2022	0	Bank of Montreal	Menards-Butane Torch and Tank	019-1975-66500	15.48
10/25/2022	0	Bank of Montreal	Walmart-Hot Dog Buns/Coffee	019-1920-64125	49.09
10/25/2022	0	Bank of Montreal	Sling- Digital Time Clock for Staff Scheduling System	019-1905-55000	130.17
10/25/2022	0	Bank of Montreal	Galesburg Lumber - Lumber for forms	014-0000-66000	48.80
10/25/2022	0	Bank of Montreal	Lowe's-Hand Tools for Truck #169	061-0000-66500	23.57
10/25/2022	0	Bank of Montreal	Facebook-Police Hiring Advertising	001-0505-51500	50.00
10/25/2022	0	Bank of Montreal	Lunch for F&P Commissioners for Police Promotional Interviews	001-0505-68000	34.91
10/25/2022	0	Bank of Montreal	EMP - MISC Medical Supplies	001-0605-68600	107.97
10/25/2022	0	Bank of Montreal	Hilton Hotel - Refund GHuwe NTOA Training	001-0510-54500	(400.69)
10/25/2022	0	Bank of Montreal	Menard's-Gloves for Entry Level Testing	001-0605-67500	23.14
10/25/2022	0	Bank of Montreal	Thompson-Support,Fan, Tensioner,Belt	030-0370-62500	533.37
10/25/2022	0	Bank of Montreal	EMP- MISC Medical Supplies	001-0605-68600	197.92
10/25/2022	0	Bank of Montreal	Lands End- Staff Shirts	001-0000-10407	81.68
10/25/2022	0	Bank of Montreal	Comcast-09/22 Service	001-0510-54000	19.90
10/25/2022	0	Bank of Montreal	MidState-Filter Cleaning #114	001-0450-55500	24.00
10/25/2022	0	Bank of Montreal	Walmart-Wood Organizer	019-1945-66000	79.00
10/25/2022	0	Bank of Montreal	Paypal Tri Mor K9-K9 Software Annual License Renewal	001-0510-55800	125.00
10/25/2022	0	Bank of Montreal	Verizon Wireless - 08/22 Service	061-0000-20102	24.20
10/25/2022	0	Bank of Montreal	Ace K9 Radiotronics,INC-Ace K9 Watch Dog Sevice K9 Vehicles	001-0510-55000	336.00
10/25/2022	0	Bank of Montreal	Facebook-Police Hiring Advertising	001-0505-51500	25.00
10/25/2022	0	Bank of Montreal	Farm King- Grease Gun , Ends	019-1965-66500	25.79
10/25/2022	0	Bank of Montreal	Acushnet-Hats for Resale	019-1920-64000	57.83
10/25/2022	0	Bank of Montreal	Peoples-Packing Tape	001-0450-61000	19.28
10/25/2022	0	Bank of Montreal	MidState-Filter Cleaning #352	020-0000-55500	15.00
10/25/2022	0	Bank of Montreal	Hy-Vee-Hot Dog Buns/Supplies	019-1920-64125	44.92

10/25/2022	0	Bank of Montreal	Guest Services - NETC - Meal Ticket - Normal - Caruana	001-0605-54500	337.64
10/25/2022	0	Bank of Montreal	Verizon Wireless - 08/22 Service	019-0000-20102	214.17
10/25/2022	0	Bank of Montreal	Gannett Newspaper -Digital Subscription	001-0305-55000	7.99
10/25/2022	0	Bank of Montreal	Amazon - Traffic Cones for Community Service Officer	001-0510-66500	36.99
10/25/2022	0	Bank of Montreal	Menards-PVC Fittings, Glue, Head Lamp	019-1920-66000	194.13
10/25/2022	0	Bank of Montreal	Menards- Chalk/Chalk Reel	001-0450-66500	41.98
10/25/2022	0	Bank of Montreal	UPS - Shipping	001-0605-53000	18.78
10/25/2022	0	Bank of Montreal	Best Western Hotel-Lodging-Dispatch MABAS -Savoy SAsencio	001-0510-54500	177.60
10/25/2022	0	Bank of Montreal	Cooks & Company - Flowers John Jordan	001-0605-58500	50.00
10/25/2022	0	Bank of Montreal	Harbor Freight Tools- Toolbox bought for maintenance office	019-1910-66500	419.99
10/25/2022	0	Bank of Montreal	Walmart - Storage File Boxes	019-1945-64000	20.88
10/25/2022	0	Bank of Montreal	Amazon- Rubber bands, desk calendar	001-0205-61000	20.51
10/25/2022	0	Bank of Montreal	Hy-Vee-Misc Food for Entry Level Testing	001-0605-68000	76.02
10/25/2022	0	Bank of Montreal	Comcast - 08/22 AV Room Cable	001-0207-54000	5.99
10/25/2022	0	Bank of Montreal	Elite Ink- 50% payment:Staff shirt/Hoodies (Staff paid for)	019-1945-64000	599.18
10/25/2022	0	Bank of Montreal	Amtrak-Travel-Tax Increment Training -Chicago -SGugilotta	001-0305-54500	48.00
10/25/2022	0	Bank of Montreal	MidState-Filter Cleaning #350	001-0450-55500	26.00
10/25/2022	0	Bank of Montreal	Reflective Apparel Factory - Fleece Hooded Pullovers	061-0000-67500	63.10
10/25/2022	0	Bank of Montreal	Phillips 66 - Diesel Case Tractor	061-0000-62510	128.09
10/25/2022	0	Bank of Montreal	Lowes-Fasteners	019-1940-66000	9.98
10/25/2022	0	Bank of Montreal	Walmart-Hot Dog Buns /Supplies	019-1920-64125	32.32
10/25/2022	0	Bank of Montreal	Jimmy John's-G Osborn Work SEssion	001-0205-68000	9.97
10/25/2022	0	Bank of Montreal	Coney Island- Buisnees Lunch K.Peterson, O.Lucero,MDoney	001-0207-54500	34.88
10/25/2022	0	Bank of Montreal	Advance Auto Parts - Cleaning Products for paint track winter	001-0450-65500	67.73
10/25/2022	0	Bank of Montreal	Lowes-Hand Tools for Truck #169	061-0000-66500	435.16
10/25/2022	0	Bank of Montreal	Amazon - Plastic Chairs Report Room	001-0510-58500	264.51
10/25/2022	0	Bank of Montreal	Sperlins Pizza House-Work Through Lunch Delinquent Day Finance	001-0205-68000	118.49
10/25/2022	0	Bank of Montreal	Hy-Vee - Cookies - Brad Going Away	001-0120-58500	54.00
10/25/2022	0	Bank of Montreal	Thompson-Rotor,Brake Kit,Flanged Wheel Nut,Belts	030-0370-62500	1,675.52
10/25/2022	0	Bank of Montreal	Lee Brothers Welding - Cold Rolled Steel	061-0000-66000	53.36
10/25/2022	0	Bank of Montreal	Peoples- Toilet Repair Parts	001-0445-55700	(8.09)
10/25/2022	0	Bank of Montreal	Harbor Freights-Batteries	019-1965-65500	13.48
10/25/2022	0	Bank of Montreal	Green View Garden Center-Trees	054-0000-63500	1,342.91
10/25/2022	0	Bank of Montreal	Scotts Equip-Oil Trimmer Line	019-1965-65500	83.11
10/25/2022	0	Bank of Montreal	Menards - Wax Ring, Toilet Bolts	019-1915-65500	11.96
10/25/2022	0	Bank of Montreal	Hilton Chicago- Lodging-IML Chicago Schwartzman	001-0105-54500	1,169.31
10/25/2022	0	Bank of Montreal	Peoples- Caulking Gun	001-0450-66500	27.98
10/25/2022	0	Bank of Montreal	Amazon- Name Plates for Cierra & Angie	019-1945-64000	13.98
10/25/2022	0	Bank of Montreal	Farm King - Misc Household Supplies	001-0605-65000	9.99
10/25/2022	0	Bank of Montreal	Galesburg Chamber Comm-Legislative Lunch-Hix-White-SmithE-Denni	001-0105-54500	100.00
10/25/2022	0	Bank of Montreal	Acushnet-Hats and Golf Balls For Resale	019-1920-64000	269.43
10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	061-0000-20102	25,912.40
10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	018-0000-20102	75.65
10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	019-0000-20102	19,510.08
10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	001-0000-20102	19,165.13

10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	020-0000-20102	909.61
10/28/2022	0	Ameren Illinois	09/22 Electricity #01147-55694	024-0000-20102	27.27
10/28/2022	0	Ameren Illinois	09/22 Heat #01147-55694	024-0000-20102	53.97
10/28/2022	0	Ameren Illinois	09/22 Heat #01147-55694	001-0000-20102	522.55
10/28/2022	0	Ameren Illinois	09/22 Heat #01147-55694	019-0000-20102	3,186.46
10/28/2022	0	G & M Distributors	Liquor for Golf Course	019-1920-64125	196.90
10/28/2022	0	Illinois Department of Revenue	09/22 Sales tax	019-1940-84000	15.00
10/28/2022	0	Illinois Department of Revenue	09/22 Sales tax	019-1920-84000	1,543.00
10/28/2022	0	Illinois Department of Revenue	09/22 Sales tax	019-1925-84000	55.00
10/28/2022	0	Illinois Department of Revenue	09/22 Sales tax	019-1930-84000	1.00
10/28/2022	0	Illinois Department of Revenue	09/22 Sales tax	019-1950-84000	31.00
				Grand Total	\$ 550,890.43

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 17, 2022**

AGENDA ITEM: Amendment to Chapter 50 Solid Waste.

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

BACKGROUND: A new five-year contract with Waste Management for residential refuse, yard waste collection, and disposal of curbside recycling was approved at the October 3, 2022 City Council meeting. Based on the new contract, amendments to the existing ordinance are necessary to update a few definitions and remove references to clean up days.

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

SUPPORTING DOCUMENTS:

1. Ordinance Amendment to Chapter 50 Solid Waste
2. Summary of changes

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

SECTION 1 That Section 50.03 of Chapter 50 of the Galesburg Code of Ordinances be, and the same hereby is amended, by inserting therein the following definition in alphabetical order:

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.

SECTION 2 That Section 50.03 of Chapter 50 of the Galesburg Code of Ordinances be, and the same hereby is amended, by amending therein the following definitions:

CONSTRUCTION OR DEMOLITION DEBRIS. Means commonly used or discarded materials removed from construction, remodeling, repair, renovation or demolition operation 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.

RECEPTACLE, RECYCLING. 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.

YARD WASTE (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.

SECTION 3 That Section 50.03 of Chapter 50 of the Galesburg Code of Ordinances be, and the same hereby is amended, by deleting the following definition:

CLEAN UP DAYS. A one-week period in the spring and fall of each year, as designated by the City Manager, that provides an opportunity for residents to dispose of white goods and oversized items along with other refuse.

SECTION 4 That Section 50.15 (E) (8) of Chapter 50 of the Galesburg Code of Ordinances be, and the same hereby is amended, so that as amended it shall read as follows:

(8) Oversized items may be placed out for collection on the scheduled pick-up service day as long as all doors, refrigerant gas or freon are removed and they are in conformance with all other requirements of this chapter. One Oversized item and one White Good may be placed out for collection each month without charge on the schedule pick-up day, additional items placed out will need an Oversized Waste Sticker applied; and

SECTION 5 That Section 50.15 (E) of Chapter 50 of the Galesburg Code of Ordinances be, and the same hereby is amended, by eliminating 50.15 (E) (I).

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Existing **CONSTRUCTION OR DEMOLITION DEBRIS.** Non-hazardous, uncontaminated materials resulting from the construction, remodeling, repair and demolition of utilities, structures and pavement, limited to the following: soil, wall coverings, reclaimed asphalt pavement, rock, plaster, glass, nonhazardous painted wood, drywall, plastics, nonhazardous treated wood, plumbing fixtures, electrical wiring, nonhazardous coated wood, non-asbestos insulation, bricks, wood products, roofing shingles, concrete and general roof coverings.

Proposed **CONSTRUCTION OR DEMOLITION DEBRIS.** Means commonly used or discarded materials removed from construction, remodeling, repair, renovation or demolition operation 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.

Existing **RECEPTACLE, RECYCLING.** A container that is an 18-gallon recycling bin or wheeled cart as loaned to every residence by the city's hauling contractor for the purpose of the weekly curbside recycling program.

Proposed **RECEPTACLE, RECYCLING.** 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.

Existing **YARD WASTE.** Accumulations of brush, grass clippings, leaves, garden waste, tree droppings (for example, pinecones and crabapples) and other materials accumulated as the result of the maintenance of lawns, vines and other vegetative landscaping.

Proposed **YARD WASTE (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.

Existing 50.15 (E) (8) Oversized items may be placed out for collection as long as all appliance doors are removed and they are in conformance with all other requirements of this chapter. An oversized waste sticker shall be required to be attached to each oversized item placed out for proper collection, unless set out for clean up days; and

Proposed 50.15 (E) (8) Oversized items may be placed out for collection on the scheduled pick-up service day as long as all doors, refrigerant gas or freon are removed and they are in conformance with all other requirements of this chapter. One Oversized item and one White Good may be placed out for collection each month without charge on the schedule pick-up day, additional items placed out will need an Oversized Waste Sticker applied; and

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 17, 2022**

AGENDA ITEM: Adjustment of refuse rate and recreation fee collected by the City

SUMMARY RECOMMENDATION: The Interim City Manager; Director of Planning; Director of Parks and Recreation; and Director of Finance & Information Systems recommend the approval of the refuse rate and the removal of bag of ice fee.

BACKGROUND: 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 Council approved the majority of the 2023 revenue adjustments on October 3, 2022. This schedule that is under consideration includes two revenue adjustments.

As with the other concession items, the charge for bags of ice should be based on the City's cost during the current season. It is recommended that this fee is removed from the schedule. The final item is the monthly refuse fee. The City Council approved a new refuse contract on October 3, 2022. With the new contract rate, for FY 2023, administration is proposing that the monthly refuse fee be changed to \$24.29. 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
 EFFECTIVE DATE JANUARY 1, 2023
 EXHIBIT A
 As of 10/11/2022

Revenue recommended to change in 2023
 New fees

Fund #	Acct #	Revenue Source	Notes	Dept.	Municipal Code	Last Change (fiscal year)	Current Fee Amount	Recommended Fee Amount	\$ Change	Additional Notes
19	33342	Bags-of-ice	Allison-Campground	Park & Rec		2020	3.00			Concession item; amount based on cost of item during current season
67	36200	<p><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 \$23.18 \$24.29 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 \$23.18 \$24.29 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.</p>		Refuse	50.40A	2023	23.18	24.29	1.11	Modified due to change in refuse contract approve on 10/3/22

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
NOVEMBER 7, 2022**

AGENDA ITEM: Ordinance dissolving the Tax Increment Financing fund and Redevelopment Project Area 2 (E Main St TIF 2).

SUMMARY RECOMMENDATION: TIF 2 is set to expire December 31, 2022 and as part of the process the City must pass an ordinance dissolving the TIF fund and terminating the area designated as TIF redevelopment project area I (E Main St TIF 2). The Interim City Manager and Director of Community Development recommend approval of the ordinance.

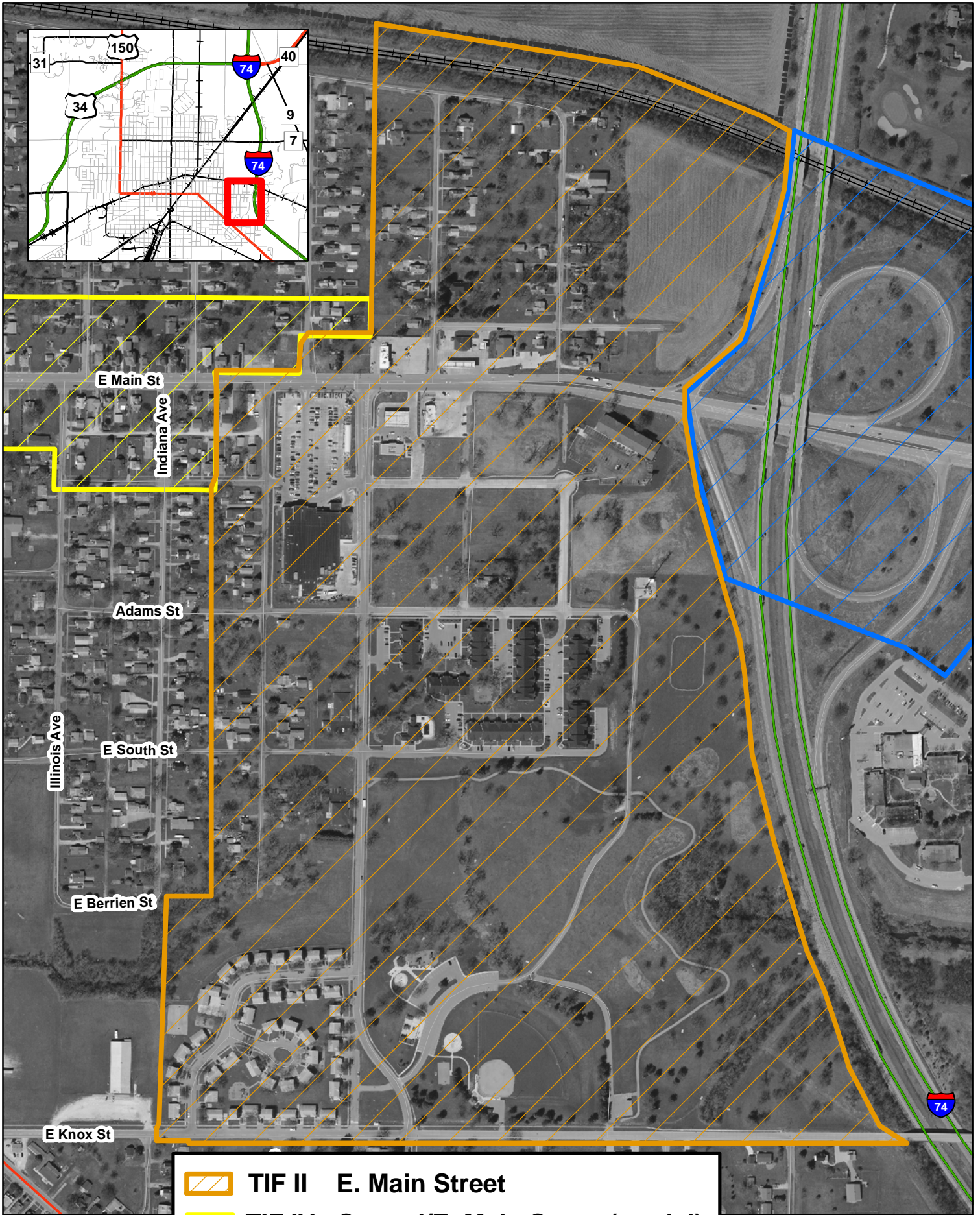
BACKGROUND: TIF 2 was established in December 1986 and was extended via Public Act 95-0164 for an additional 12 years. TIF 2 is set to expire December 31, 2022 and the City does not expect to have a positive balance in the TIF 2 allocation fund known as “surplus”. The TIF 2 incremental equalized assessed value (EAV) for tax year 2022 (payable 2023) will become part of the rate-setting EAV for all affected taxing bodies. The taxing bodies will be able to account for the increase in the rate-setting EAV when preparing their levy requests for the 2022 tax year (payable 2023).

In accordance with the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), the City has sent notice of termination to all affected taxing bodies on October 25, 2022. Prior to December 31, 2022 the City must pass this ordinance dissolving the TIF 2 fund and terminating the area designated as TIF redevelopment project area 2 (E Main St TIF 2).

BUDGET IMPACT: There would be no anticipated impact upon with the approval of the ordinance.

SUPPORTING DOCUMENTS:

1. Aerial – General location Downtown TIF 2
2. Closeout summary Downtown TIF 2
3. Ordinance terminating Downtown TIF 2



-  TIF II E. Main Street
-  TIF IV Central/E. Main Street (partial)
-  TIF V I-74/E. Main Street (partial)



Tax Increment Financing District 2 (E Main St) Closeout Report

Historical Background

TIF 2 was approved by City Council in December 1986 for an area generally bounded by Interstate 74 to the east, north of E Main St up to the railroad tracks, south down to E Knox St and approximately a half a block west of both Walnut St and Ohio Ave. The initial emphasis was the redevelopment of this area as it is one of the main entrances into the community from I-74 onto East Main Street.

The initial 23-year term of the E Main St TIF 2 was due to expire at the end of 2009. However, the City Council passed ordinance 10-3285 and received legislative approval through Public Act 95-0164 to extend the TIF an additional 12 years.



TIF District Objectives

Included in the TIF district redevelopment plan are the objectives to achieve success.

- To reduce or eliminate those conditions that qualify the Redevelopment Project Area as eligible for tax increment financing by carrying out the Redevelopment Plan.
- Reduce, eliminate and stop the spread of blighting conditions.
- Enhance the real estate tax base for the City and all other taxing districts that extend into the Redevelopment Project Area through the implementation and completion of the activities.
- Encourage and leverage private investment within the Redevelopment Project Area through the provision of financial assistance for building renovations and retrofitting.
- Improve the overall environment of the Area, including public safety and security measures, so as to encourage new investment wherever possible in a manner that is compatible with surrounding land uses.
- Provide for safe and efficient traffic circulation and parking within the Project Area.
- Complete all public and private actions required in this Redevelopment Plan in an expeditious manner.

Tax Increment Financing District 2 (E Main St) Closeout Report

Notable projects

Project	Project Address	Improvements	Year of Agreement or project start	Total Project Cost	TIF Incentive
Property purchase	Washington, Michigan, Virginia, E Main St	Purchase of 12 properties	1991	\$89,541.00	\$89,541.00
Property purchase	Virginia Ave, E Main St	Purchase of 8 properties	1992	\$43,000.00	\$43,000.00
Property purchase	Pennsylvania Ave	Purchase of 5 properties	1993	\$29,550.00	\$29,550.00
Property purchase	Washington, E Main St	Purchase of 3 properties	1994	\$47,200.00	\$47,200.00
Property purchase	Pennsylvania	Purchase of 2 properties	1996	\$14,450.00	\$14,450.00
Auburn Classic Hotel Group, LLC (new hotel)	2285 Washington St	Property acquisition, Demolition, site preparation, utilities, professional design services	1997	\$2,685,924.00	\$427,936.00
Parochetti (Taco Bell)	2118 E Main St	Property acquisition, Demolition, site preparation, utilities, professional design services	1997	\$910,500.00	\$134,399.00
Herr Petroleum Corporation (gas station)	2121 E Main St	Land purchase and building renovation	1998	\$850,000.00	\$314,824.00
Michigan Ave & E Main St intersection	Michigan Ave & E Main St intersection	traffic control signal upgrade and pavement widening for turn lane	1998	\$234,000.00	\$234,000.00
Property purchase	E Main St	Purchase of 2 properties	99-00	\$33,825.00	\$33,825.00
Reconstruction/portion Virginia Ave & Adams St	Virginia Ave & Adams St	Reconstruction/portion Virginia Ave & Adams St	2001		\$340,756.00
Turnberry Village (apartments)	279 Michigan Ave	Property acquisition, Demolition, site preparation, utilities, professional design services	2001	\$10,953,098.00	\$581,880.00
Kiwanis Park Improvements	2191 E Knox St	Park improvements	1998-2004	\$846,498.00	\$846,498.00
HyVee convenience store	2110 E Main St	Property acquisition, Demolition, site preparation, utilities, professional design services	2004	\$1,669,500.00	\$135,727.00
Property purchase	Elm St	Purchase of 1 property	2005	\$17,811.00	\$17,811.00
Sidewalk improvements	Michigan Ave	Sidewalk improvements from Knox St north 340 feet	2007	\$22,562.00	\$22,562.00
Ohio Ave	Ohio Ave	Street reconstruction/sidewalks/storm from E Main St south to dead end at Berrien St	2008	\$1,147,530.67	\$919,241.00
Property purchase	Elm St	Purchase of 1 property	2010		\$39,633.00
Property purchase	S Chambers St	transfer funds to TIF 4 for purchase	2013	\$156,424.00	\$156,424.00
Redevelopment 50 E Main St	50 E Main St	transfer funds to TIF 4 for redevelopment	2013	\$1,678,077.00	\$170,000.00
Property purchase	S Seminary St	transfer funds to TIF 4 for purchase	2014	\$206,432.00	\$206,432.00
Janko Group, LLC (new hotel)	2160 E Main Street	Property acquisition, Demolition, site preparation, utilities, professional design services	2014	\$9,576,400.00	\$1,142,720.00
Demolition/land preparation	various	Demo/land prep	1991-2014	\$144,268.00	\$144,268.00
E Main St	E Main St	Streetscape Improvements	2013-2016	\$1,535,754.00	\$1,535,754.00

Tax Increment Financing District 2 (E Main St) Closeout Report

Estimated Assessed Value

When the TIF district was created in 1986, the equalized assessed valuation (EAV) for the redevelopment project area was \$788,980. With the completion of many significant projects and improvements through the façade program over the 35 years of the TIF District, the most recent EAV (2021) was \$5,140,720. Overall, the EAV of the TIF redevelopment area increased \$4,351,740; an increase of 552% during the term of the TIF.

Conclusion

Over the course of the TIF 2 term, the city has assisted with the completion of many infrastructure and redevelopment projects. The improvements have not only assisted businesses, but the neighborhood and the areas as a whole. When the TIF was created in 1986 the EAV was \$788,980 and the most recent EAV (2021) was \$5,140,720, more than a 552% increase. All of the projects assisted have proven the TIF district succeeded in improving the blighted area. The redevelopment of this TIF 2 redevelopment project area will continue to benefit the city for many years to come.

**AN ORDINANCE DISSOLVING THE SPECIAL TAX ALLOCATION FUND AND
TERMINATING THE DESIGNATION OF THE CITY OF GALESBURG TAX INCREMENT
REDEVELOPMENT PROJECT AREA (RPA NO. 2) WITHIN THE CITY OF GALESBURG,
KNOX COUNTY, ILLINOIS**

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “TIF Act”), including by the power and authority of the City of Galesburg, Knox County, Illinois (the “City”), the City Council of the City (the “Corporate Authorities”) adopted Ordinances 86-1134, 86-1135, 86-1136, and 86-1137 as subsequently amended from time to time, including Ordinance 2000-1985 and 10-3285 (collectively, the “TIF Ordinances”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Galesburg Tax Increment Redevelopment Project Area (the “Redevelopment Project Area”), approved the related redevelopment plan, including the redevelopment projects described in the Redevelopment Plan (collectively, the “Redevelopment Projects”), and established a special tax allocation fund (the “Fund”) in connection therewith; and

WHEREAS, on October 25, 2022, the City notified affected taxing districts of the pending termination of the Redevelopment Project Area, as a redevelopment project area, in accordance with the provisions of Section 11-74.4-8 of the TIF Act; and

WHEREAS, all redevelopment project costs have been or will be paid, all obligations relating thereto have been or will be paid and retired prior to December 31, 2022; and

WHEREAS, in accordance with the provisions of Section 11-74.4-8 of the Act, the City desires to dissolve the special tax allocation fund relating to the Redevelopment Project Area and to terminate the designation of the Redevelopment Project Area as a redevelopment project area.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated into this Ordinance as the findings of the Corporate Authorities.

Section 3. Dissolution of Fund. The City Treasurer shall perform the final closing of the books and records of the Fund for the Redevelopment Project Area no later than December 31, 2022 and thereupon said Redevelopment Project Area is dissolved.

Section 4. Termination of Redevelopment Project Area. The designation of the Redevelopment Project Area as a redevelopment project area is hereby terminated as of December 31, 2022.

Section 5. Additional Real Estate Tax Increment. In the event that additional incremental real estate taxes attributable to the Redevelopment Project Area remain in the Fund, after the dissolution of the Fund, such monies shall be declared as surplus funds and sent back to the Knox County Treasurer for distribution back to the affected taxing bodies as prescribed in Section 11-74.4-8 of the TIF Act.

Section 6. Tax Objections Resulting in Reduced Real Estate Tax Increment. In the event incremental real estate taxes attributable to the Redevelopment Project Area received by the City are ordered refunded by the Knox County Clerk as a result of final decisions in tax objections affecting real estate taxes payable prior to December 31, 2022 then the City will refund such incremental real estate taxes received solely from funds available in the Fund.

Section 7. Effective Date of Ordinance. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Section 8. Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 9. Conflicts. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Ordinance amending the Tax Increment Financing fund and Redevelopment Project Area 4 (Central / E Main St TIF 4) and deleting certain parcels.

SUMMARY RECOMMENDATION: When TIF 4 was created in 2008, it was agreed upon by all taxing districts that the early termination subarea would expire at the same time the TIF 2 would expire. As a part of the process, the City must pass an ordinance removing certain parcels. The Interim City Manager and Director of Community Development recommend approval of the ordinance.

BACKGROUND: An aerial of this area is included as an Exhibit in the Ordinance, but it is generally along East Main Street from approximately Duffield Ave easterly to Chestnut St. The early termination area includes 133 parcels. The remaining portion of TIF 4 will remain in place until it is set to expire on December 31, 2031 (with the TIF increment still being received in the TIF 4 fund FY 2032).

In accordance with the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-5 (c) of the TIF Act provides that a municipality may by municipal ordinance amend an existing redevelopment plan.

BUDGET IMPACT: it is anticipated there would be a reduction in the amount of increment received in TIF 4 by removing the parcels in the early termination area.

SUPPORTING DOCUMENTS:

1. Ordinance amending Central / Downtown TIF 4

**ORDINANCE AMENDING THE TIF NO. 4 REDEVELOPMENT PLAN
AND PROJECT AREA AND DELETING CERTAIN PARCELS LOCATED THEREIN**

WHEREAS, Pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 through 65 ILCS 5/11-74.4-11 of the Illinois Compiled Statutes, as amended (the "TIF Act"), the City Council, by Ordinances 08-3224, 08-3225, and 08-3226, passed on June 2, 2008, adopted and approved the TIF No. 4 Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan") dated February 19, 2008; and

WHEREAS, the City desires to delete certain parcels of real estate from said TIF No. 4 Redevelopment Plan and Project Area; and

WHEREAS, subsection 11-74.4-5(c) of the TIF Act provides that a municipality may by municipal ordinance amend an existing redevelopment plan which by municipal ordinance may be adopted without further public hearing and related notices and without complying with the procedures provided in the TIF Act pertaining to the initial approval of a redevelopment plan and project and designation of a redevelopment project area when said municipal ordinance effects changes which do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;
- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or
- (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG ILLINOIS, AS FOLLOWS:

SECTION 1:

1. Certain parcels of real estate located in the City of Galesburg, Illinois, as depicted in the attached Exhibit A and legally described in the attached Exhibit B are hereby removed from the TIF No. 4 Redevelopment Plan and Project Area as of December 31, 2022.

2. The TIF No. 4 Redevelopment Plan and Project Area shall be and is hereby amended by said removal of the parcels of real estate as depicted in the attached Exhibit A as of December 31, 2022.

SECTION 2: A copy of this Ordinance shall be attached to the Redevelopment Plan to effect the amendments hereby, but any failure to so attach this Ordinance shall not abrogate, diminish, or delay the effect of such amendment.

SECTION 3: Within 10 days of the adoption and approval of this Ordinance, a copy of this Ordinance shall be duly mailed by certified mail to: (1) each affected taxing district with property constituting a part of the TIF No. 4 Redevelopment Plan and Project Area and (2) each registrant on the interested parties registry with respect to the TIF No. 4 Redevelopment Plan and Project Area; and (3) this Ordinance shall be published in the Register Mail or other newspaper of general circulation within the affected taxing districts., which amendments are authorized under Section 11-74.4-5 of the TIF Act.

SECTION 4: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 5: The City Clerk shall file a certified copy of this Ordinance, together with a list of each real estate parcel number for those affected properties, with the County Clerk of Knox County in which any part of the Galesburg TIF No. 4 Redevelopment Plan and Project Area is located and obtain a revised "Initial Equalized Assessed Valuation" certification for Galesburg TIF No.4 Redevelopment Plan and Project Area.

SECTION 6: This Ordinance shall be in full force and effect from and after its approval, passage, and publication as required by law.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

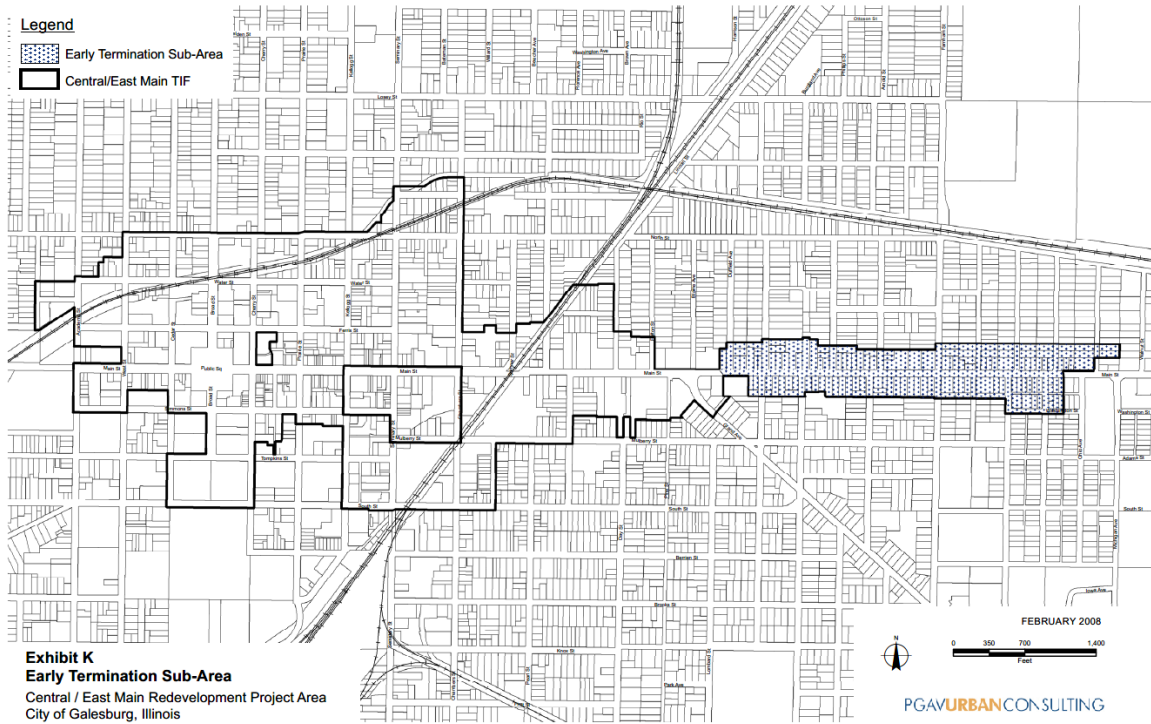
Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennowitz, City Clerk

EXHIBIT A - AREAS TO BE REMOVED FROM TIF 4

9911452046	9911479018	9912352024	9912355016	9913103004	9914203006
9911453016	9911480007	9912352025	9912355017	9913103005	9914203016
9911453017	9911480014	9912353019	9912355018	9913103011	9914226001
9911453036	9911480015	9912353020	9912355031	9913103014	9914226002
9911453037	9911480018	9912353021	9912355032	9913103015	9914226004
9911453038	9911480019	9912353022	9912355037	9913103016	9914226005
9911453040	9911480020	9912353038	9912376012	9913104001	9914226006
9911453041	9911480021	9912353039	9912376013	9913104002	9914226007
9911453043	9911480022	9912353046	9913101001	9913104003	9914226008
9911453044	9911481007	9912353047	9913101002	9913104004	9914226009
9911455009	9911481008	9912354015	9913101003	9913104005	9914226025
9911455010	9911481025	9912354016	9913101004	9913104006	9914226036
9911455015	9911481026	9912354030	9913101005	9913104010	9914227001
9911455016	9911481027	9912354031	9913101013	9913104011	9914227002
9911455017	9912352007	9912354032	9913102004	9914202007	9914227003
9911455019	9912352008	9912354033	9913102005	9914202008	9914227004
9911455021	9912352009	9912354034	9913102006	9914202018	9914227005
9911479013	9912352010	9912354035	9913102014	9914203001	9914227006
9911479014	9912352011	9912354036	9913102023	9914203002	9914227009
9911479015	9912352012	9912354037	9913103001	9914203003	9914227010
9911479016	9912352022	9912355014	9913103002	9914203004	9914227011
9911479017	9912352023	9912355015	9913103003	9914203005	9914227023
					9914227037



**EXHIBIT B
LEGAL DESCRIPTION:**

AREAS TO REMOVED FROM TIF NO. 4 PROJECT AREA

Beginning at the Southeast corner of Lot 34 of Scripp's Subdivision; thence Northerly along the East line of said Lot 34 of said Subdivision to the Northwest corner of Lot 33 of said Subdivision; thence Easterly along the North line of said Lot 33 of said Subdivision to the Southeast corner of Lot 35 of said Subdivision; thence Northerly along the East line of said Lot 35 of said Subdivision to the Northeast corner of Lot 35 of said Subdivision; thence Easterly along the extended South line of Lot 29 of Scripp's Subdivision to the West right-of-way line of North Whitesboro Street; thence Northerly along said right-of-way line to the point of intersection with the extended North line of the Subdivision of Lots 3, 4 and 5 Block 1 of Campbell's Addition; thence Easterly along said extended North line to the West line of Summit Addition; thence Northerly 1 rod along the West line of Summit Addition to the northwest corner of Lot 1 of Summit Addition; thence Easterly along the North line of said Lot 1 to the Northeast corner of said Lot 1; thence Southerly 1 rod to the Northwest corner of Lot 2 of Summit Addition; thence Easterly along the North line of said Lot 2 to the Northwest corner of Lot 9 of Summit Addition; thence Southerly along the West line of said Lot 9 to the Southwest corner of Lot 9; thence Easterly along the South line of Lot 9 extended to the Northwest corner of Lot 19 of the Resubdivision of Original Lots 1, 2 & 3 of Block 2 of Summit Addition as recorded in a Revenue Plat of 1904; thence Easterly along the North line of said Lot 19 to the Northeast corner of Lot 19; thence Southerly to the Southwest corner of Lot 7 of the Resubdivision of Block 2 of the Summit Addition; thence Easterly along the South line of said Lot 7 extended to the point of intersection with the East right-of-way line of Arnold Street; thence Easterly along the extended South line of Lot 7 of M. J. Kitchell's Subdivision to the West right-of-wayline of North Farnham Street; thence Northerly along said right-of-way to the point of intersection with the extended North line of Lot 7 of Block 1 of Olof Hawkinson's Addition; thence Easterly along the extended North line of Lots 7 and 8 in Blocks 1, 2 and 3 and Lot 4 in Block 4 of Olof Hawkinson's Addition to the point of intersection with the East line of Olof Hawkinson's Addition; thence Easterly along the extended North line of Lot 4 in Block 4 and Lot 27 in Block 3 of the Washington Addition to the Northeast corner of said Lot 27; thence Southerly along the East lines of lots 27 and 28 of Block 3 of the Washington Addition to the Southeast corner of Lot 28; thence Westerly along the South line of said Lot 28 extended to the point of intersection with the West right-of-way line of Chestnut Street; thence Southerly along said right-of-way line to the point of intersection with the North right-of-way line of East Main Street; thence Westerly along said North right-of-way of East Main Street to the point of intersection with the extended East line of lot 4 in Block 5 of the Factory Addition; thence Southerly along the extended East line of Lots 4 and 9 of Block 5 of Factory Addition to the point of intersection with the south right-of-way line of Washington Street; thence Westerly along said South right-of-way line to the point of intersection with the West right-of-way line of Illinois Avenue; thence Northerly along said West right-of-way line to the Southeast corner of Lot 7 in Block 1 of N. T. Allen's Subdivision; thence Westerly along the extended South line of Lots 6 and 7 in Blocks 1 and 2 of N. T. Allen's Subdivision to the point of intersection with the West right-of-way line of South Farnham Street; thence Northerly along said right-of-way line to the Southeast corner of Lot 1 in

block 1 of the Resubdivision of Blocks 1, 2, 3 and 4 of the Hayner's Addition; thence Westerly along the extended South line of Lots 1 through 9 in Block 1 and Lots 1 through 6 of Block 2 to the Southwest corner of Lot 6 in Block 2 of said Resubdivision of Hayner's Addition; thence Northerly 55 feet along the West line of Lot 6 in Block 2 of the Resubdivision of Blocks 1, 2, 3 and 4 of Hayner's Addition; thence Westerly to the West line of said Lot 7 to a point 55 feet North of the South line of Lot 7; thence Southerly 5 feet along the West line of said Lot 7 to a point 50 feet North of the South line of said Lot 7; thence Westerly to a point on the East right-of-way line of Locust Street 50 feet North of the Southwest corner of Lot 9 in block 2 of said Resubdivision of Hayner's Addition; thence Southerly along said right-of-way line to the Southwest corner of said Lot 9; thence Westerly along the extended South Lines of Lots 1-5 in Block 1 of Frost's Addition and Lot 23 of the Revenue Plat of 1904 of a Subdivision of Original Lots 1, 2, 3, 5, 6, 7, 8, 9 & 12 of Block 2 of Frost's Addition to the Southwest corner of said Lot 23; thence Northerly along the West line of said Lot 23 to the point of intersection with the South right-of-way line of East Main Street; thence Westerly along said South right-of-way line to the point of intersection with the West line of Lot 27 of said Revenue Plat of 1904; thence Northwesterly to the Southeast corner of Lot 34 of Scripp's Subdivision and the Point of Beginning; being a tract of land containing 43 acres, more or less.

**CITY OF GALESBURG
COUNCIL LETTER
NOVEMBER 7, 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.

This resolution was originally presented at the October 3, 2022 City Council meeting, at which time it was tabled until November 7, 2022. The attached red-line resolution illustrates the changes incorporated per City Council member request since the resolution was presented at the prior meeting.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Redline Resolution
2. 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

**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 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 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 amend these provisions 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 amended.

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

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Resolution to determine the 2022 Property Tax Levy.

SUMMARY RECOMMENDATION: It is recommended by the Interim City Manager and the Director of Finance & Information Systems that the Resolution not to exceed a levy of 105 percent over the 2021 property tax levy extension be passed.

BACKGROUND: Prior to the first and second readings of the Tax Levy; a resolution is passed by the City Council stating their intent to exceed or not exceed the 5 percent increase threshold for any truth in taxation public hearing. This Resolution indicates an intention not to exceed 105 percent of the 2021 tax extension and thus does not require a truth in taxation public hearing.

SUPPORTING DOCUMENTATION:

1. Resolution to determine the 2022 Tax Levy

RESOLUTION NO. _____

RESOLUTION TO DETERMINE ESTIMATED 2022 TAX LEVY

WHEREAS, The City Council of the City of Galesburg, Knox County, Illinois, a home rule corporation, herein referred to as Council wishes to comply with the Truth in Taxation Act, ILCS Chapter 35:200/18-60 and

WHEREAS, The Council has duly deliberated on the estimate of the annual aggregate levy;

WHEREAS, this determination is made more than twenty (20) days prior to the proposed adoption of the City's aggregate levy and in compliance with the Truth in Taxation Act;

NOW THEREFORE, BE IT RESOLVED THAT: The Corporate Authorities determine the amount of money exclusive of any portion of that levy attributable to the cost of conducting an election required by the Election Law, estimated to be necessary to be raised by taxation for the 2022 tax levy does not exceed ten million one hundred ninety-three thousand one hundred fifty-one (\$10,193,150) which is not more than 105% of the aggregate extensions for the 2021 tax levy, which was about \$9,707,763.

SECTION 2. The Mayor is authorized and empowered to execute this Resolution on behalf of the City Council.

Approved this 7th day of November, 2022, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Resolution authorizing the purchase of properties from the Knox County Trustee.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend approval of a resolution authorizing the purchase of four parcels from the Knox County Trustee.

BACKGROUND: The Knox County Trustee, on behalf of all taxing districts, acquired title to the properties located at 574 Monmouth Boulevard (99-15-155-011), 215 S. Pearl Street (99-14-128-006), 349 W. Brooks Street (99-15-176-025), and a vacant lot located behind 407 W. Brooks Street (99-15-176-040). The City is interested in acquiring two of the parcels for demolition, and two of the parcels on behalf on Knox College. The Knox County Trustee has agreed to convey the property to the City of Galesburg for \$823.00 per parcel. The purchase price is based on the minimum cost of acquisition and conveyance through the county's Tax Liquidation Program.

Knox College is interested in acquiring the properties located at 349 W. Brooks Street (99-15-176-025), and a vacant lot located behind 407 W. Brooks Street (99-15-176-040). Both of these properties are adjacent to property owned by Knox College. The City would acquire these properties from the Knox County Trustee, and subsequently transfer the property to Knox College for the cost of acquisition. Knox College intends to evaluate the structure on the property located at 349 W. Brooks Street, and either rehabilitate or demolish it. The other parcel (99-15-176-040) is a vacant lot, which does not contain a structure. The transfer of these two parcels would assist Knox College with expanding their footprint and would also bring the neglected properties back into a productive use.

The City also proposes to acquire and demolish the properties located at 574 Monmouth Boulevard, and 215 S. Pearl Street. Both properties are in a dilapidated and unsafe condition, and it is in the best interest of public welfare to demolish the structures. Both of the properties have been without water service since 2013.

BUDGET IMPACT: Sufficient funds are available in the Property Redevelopment (Fund 23) for the acquisition and potential demolition of 574 Monmouth Boulevard and 215 S. Pearl Street. Knox College will reimburse the City for all costs associated with acquiring their two parcels.

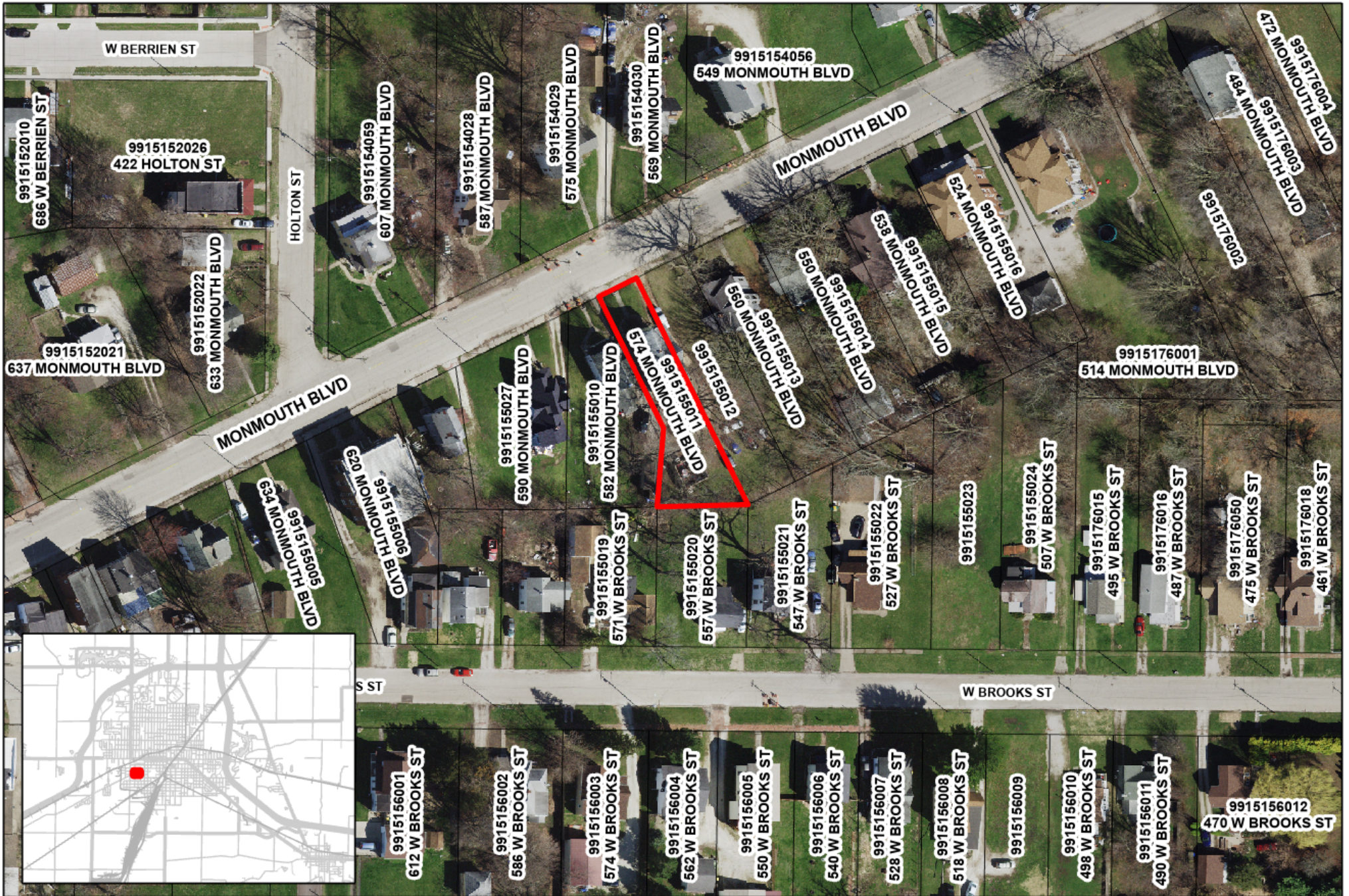
SUPPORTING DOCUMENTS:

1. Maps illustrating property locations
2. Resolution
3. Purchase contracts



Community Development Department

574 Monmouth Blvd (99-15-155-011)

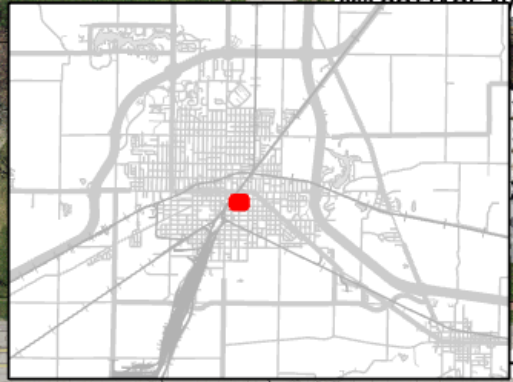
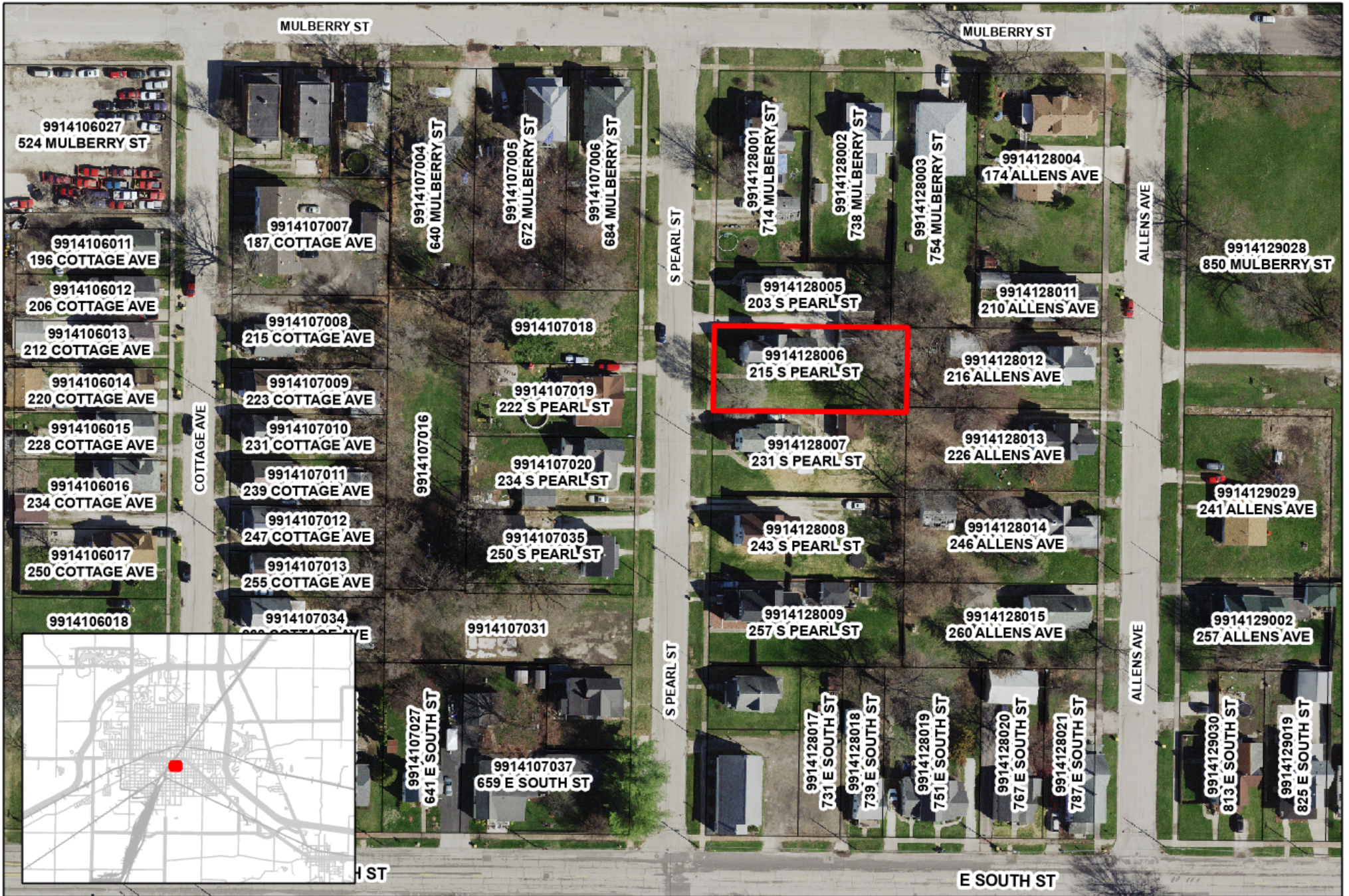


The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

November 01, 2022



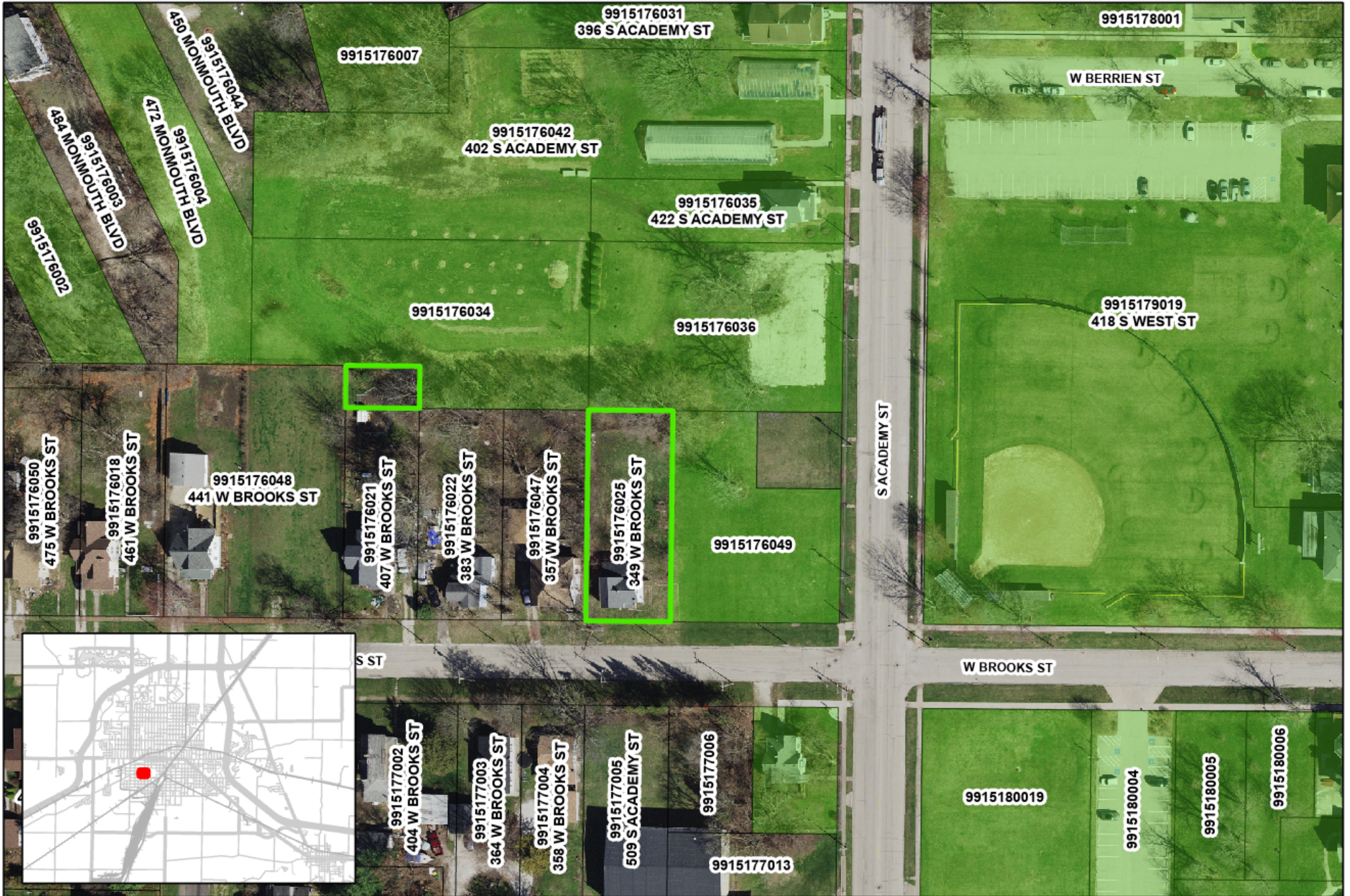
215 S Pearl St (99-14-128-006)





Community Development Department

Properties for Knox College (99-15-176-025 and -040)



The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

November 01, 2022

**A RESOLUTION 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 Constitution 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 properties commonly known as 574 Monmouth Boulevard (99-15-155-011), 215 S. Pearl Street (99-14-128-006), 349 W. Brooks Street (99-15-176-025), and a vacant lot located behind 407 W. Brooks Street (99-15-176-040), Galesburg, Illinois; and

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

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

SECTION ONE: The foregoing recitals are hereby incorporated into this Resolution as if 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 contracts with the Knox County Trustee, which are attached to this ordinance as Exhibit A.

SECTION THREE: 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



PURCHASE CONTRACT

SELLER: Knox County, As Trustee

PURCHASER: City of Galesburg

SUBJECT PROPERTY: 99-15-155-011

PROPERTY ADDRESS: 574 MONMOUTH BLVD.

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



PURCHASE CONTRACT

SELLER: Knox County, As Trustee

PURCHASER: City of Galesburg

SUBJECT PROPERTY: 99-14-128-006

PROPERTY ADDRESS: 215 S. PEARL ST.

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



PURCHASE CONTRACT

SELLER: Knox County, As Trustee

PURCHASER: City of Galesburg

SUBJECT PROPERTY: 99-15-176-025

PROPERTY ADDRESS: 349 W. BROOKS ST.

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



PURCHASE CONTRACT

SELLER: Knox County, As Trustee

PURCHASER: City of Galesburg

SUBJECT PROPERTY: 99-15-176-040

PROPERTY ADDRESS: REAR BROOKS ST.

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
NOVEMBER 7, 2022**

AGENDA ITEM: Settlement Agreement Thompson v. Galesburg

SUMMARY RECOMMENDATION: The Interim City Manager and the Benefits & Insurance Coordinator recommend approval of the settlement agreement.

BACKGROUND: This Settlement Agreement resolves the pending workers' compensation case of Mr. Thompson related to an injury sustained in November 2021. In exchange for a release of claims, Mr. Thompson will be compensated \$12,093.75.

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

SUPPORTING DOCUMENTS:

1. Settlement Agreement

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

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

Internal# S0083524

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

Jacob Thompson
Employee/Petitioner

Case# **22WC002039**

v.

Galesburg Police Department
Employer/Respondent

Setting **Rock Island**

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

Jacob Thompson
Employee/Petitioner

[REDACTED]
Street address

Galesburg, IL 61401
City, State, Zip code

Galesburg Police Department
Employer/Respondent

150 S. Broad Street
Street address

Galesburg, IL 61401
City, State, Zip code

State employee? **No** Gender: **Male**

Marital status [REDACTED]

Dependents under age 18: [REDACTED]

Birthdate: **10/11/1995**

Average weekly wage: [REDACTED]

Date of accident: **11/6/2021**

How did the accident occur? **Petitioner was actively responding to a motor vehicle collision, when another vehicle struck him in the right leg while he was waiting for a tow truck.**

What part of the body was affected? **Right Knee- Right Leg-Multiple Parts**

What is the nature of the injury? **Right knee medial meniscus tear, internal derangement, DJD aggravation**

The employer was notified of the accident **orally.** Return-to-work date: **January 14, 2022**

Location of accident: **Galesburg** Did the employee return to his or her regular job? **Yes**

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

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **0** weeks at the rate of **\$833.33** /week.

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

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

Notes regarding temporary total disability benefits:

Wages paid

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

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

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

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

TTD \$ **N/A** Permanent disability \$ **N/A** Medical expenses \$ **N/A** Other \$ **N/A**

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

Since a serious dispute exists, Respondent offers and Petitioner agrees to accept the lump sum settlement amount of \$12,093.75, which represents 7.5% loss of use of leg pursuant to Section 8(e) of the Illinois Workers' Compensation Act at Petitioner's alleged average weekly wage. This contract represents full and final settlement of any and all claims for compensation, TTD, and medical, surgical, and hospital expenses, and any other expenses, past, present, and future, known or unknown, arising out of the alleged work-related accident described herein. This contract further represents full and final settlement of any and all claims as the result of any aggravation, exacerbation, sequelae, or residual effect of the foregoing accident up through and including the date on which this contract is approved.

Petitioner further agrees that this settlement resolves any and all claims for accidental injury, alleged to have occurred arising out of and in the course of Petitioner's employment with Respondent up to and including the date the contract is approved. The parties agree that all medical bills the Respondent agrees to pay have been paid prior to the approval of the contract. Any and all additional bills and associated liens are disputed and denied and are Petitioner's responsibility. Petitioner acknowledges that any and all liens or potential liens against this settlement, including those involving Medicare, Medicaid, the Internal Revenue Service, healthcare providers, health insurance providers or carriers, and child support enforcement, IDHS or otherwise, have been revealed to Respondent and are Petitioner's sole responsibility to resolve out of the lump sum settlement amount. Petitioner and Respondent further agree to waive the provisions of Section 8(a) and 19(h) of the Act, those provisions being the right of future medical and right of review. Petitioner represents that Petitioner has not applied for and is not currently receiving Medicare or SSDI. Respondent reserves all rights of reimbursement provided under Section 5(b) of the Act and this settlement agreement is not a waiver of Respondent's Section 5(b) rights.

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

Petitioner acknowledges that Petitioner understands that if Petitioner has received any benefits, at any time, known or unknown, from Medicare or Medicaid for any injuries or conditions, related or not to Petitioner's alleged accident,

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

Total amount of settlement	<u>\$12,093.75</u>
Deduction: Attorney's fees	
Deduction: Medical reports, X-rays	
Deduction: Other (explain)	<u>\$0.00</u>
Amount employee will receive	<u>\$12,093.75</u>

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

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

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

Signature of petitioner

Name of petitioner

Telephone number

Date

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

Signature of attorney

Shane Mahoney

Attorney's name

LEFANTE LAW OFFICES, P.C.

456 FULTON STREET

SUITE 410

PEORIA, IL 61602

Firm name and address

(309) 999-1111

Telephone number

Date

05316

IWCC Code #

smahoney@lefantelaw.com

E-mail address

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

Signature of attorney

James Kelly

Attorney's name

JAMES M KELLY

7817 N KNOXVILLE AVE

PEORIA, IL 61614

Firm name and address

(309) 679-0900

Telephone number

Self-Insured

Name of respondent's insurance or service company

Date

03150

IWCC Code #

jim@jameskellylawfirm.com

E-mail address

ORDER OF ARBITRATOR OR COMMISSIONER:

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

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Consider a Minor Plat of the White's Acres Extension 1.

SUMMARY RECOMMENDATION: The Planning and Zoning (P&Z) Commission held the required public hearing during their October 18, 2022 meeting. On a vote of 5 ayes (Members Cochrane, Johnson, Leahy, Thomas, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Minor Plat and waiver of the installation of a public sidewalk. The Interim City Manager and Director of Community Development concur with the P&Z's recommendation.

BACKGROUND: This proposed subdivision is outside the city limits, but within 1 ½ miles of the corporate boundaries and thus, subject to the City's normal subdivision review process. The subdivision is generally located west, and slightly north, of Lake Storey.

The property is currently zoned Agricultural in Knox County, and the proposed subdivision would create two lots for potential residential development. A waiver of the installation of public sidewalks shall also be considered. The nearest public sidewalk is approximately 13,600 feet away in the Castlebury Subdivision on Whitehaven Circle.

KNOX COUNTY Zoning		Land Use
North	AG - Agriculture	Wooded/ residential
West	AG - Agriculture	Residential
East	AG - Agriculture	Residential
South	AG - Agriculture	Agriculture

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

SUPPORTING DOCUMENTS:

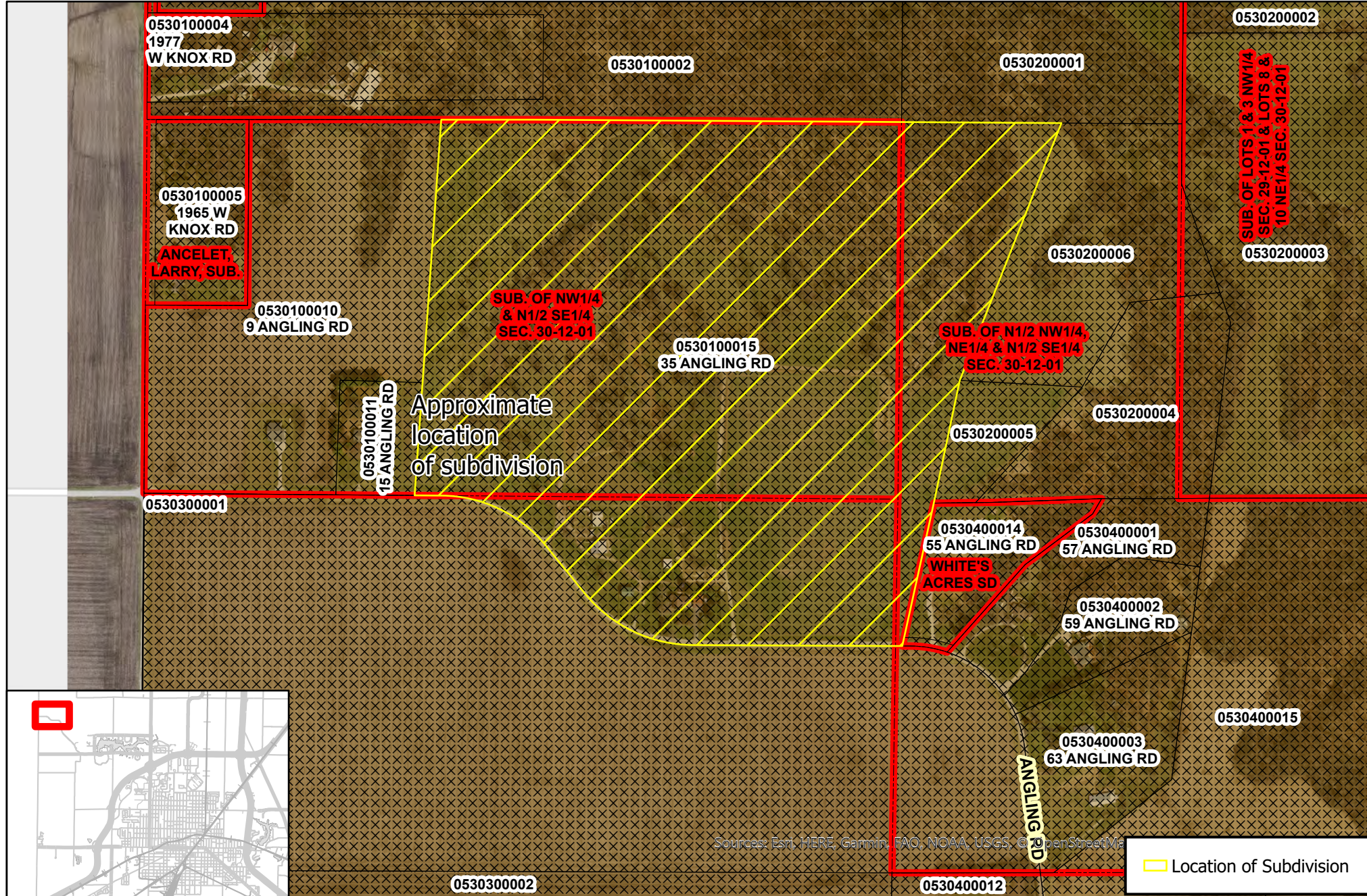
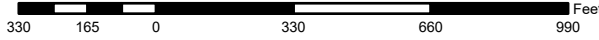
1. Aerial – General Location
2. Minor Plat of the White's Acres Extension 1



Community Development Department
 Operating Under Council-Manager Government Since 1957

Minor Plat

Minor Plat White's Acres Extension 1



0' 60' 120'

SCALE: 1" = 60'

LEGEND

N/F NOW OR FORMERLY

—X— EXISTING FENCE LINE

⊕ FOUND IRON ROD

□ SET CONCRETE MON.

● SET (1/2"x24") IRON ROD W/ CAP STAMPED "JONES INC PDF 5094"

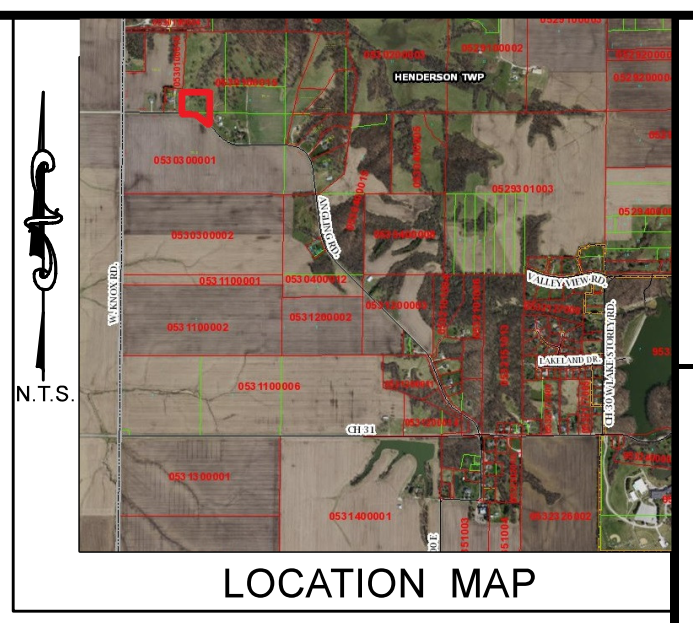
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	513.00'(S)	127.01'(S)	126.69'(S)	S 82°39'36" E	14°11'07"
C2	480.00'(S)	124.09'(S)	123.75'(S)	N 82°20'48" W	14°48'45"
C3	513.00'(S)	196.44'(S)	195.25'(S)	S 64°35'50" E	21°56'25"
C4	480.00'(S)	197.26'(S)	195.88'(S)	N 63°10'02" W	23°32'47"
C5	513.00'(S)	323.45'(S)	318.12'(S)	S 71°41'24" E	36°07'33"
C6	480.00'(S)	321.35'(S)	315.39'(S)	N 70°34'24" W	38°21'31"

LINE	BEARING	DISTANCE
L1	N 04°00'12" E	33.07'(S)
L2	S 89°45'10" E	89.22'(S)
L3	S 05°23'46" W	33.44'(S)
L4	N 89°45'10" W	91.39'(S)
L5	S 07°06'02" W	38.25'(S)

MINOR PLAT

"WHITE'S ACRES EXTENSION 1"

A SUBDIVISION OF PART OF TRACT "C", PER PLAT OF SURVEY IN PLAT BOOK 18, PAGE 59, KNOX COUNTY, ILLINOIS RECORDER'S OFFICE, BEING IN PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS



REVISIONS

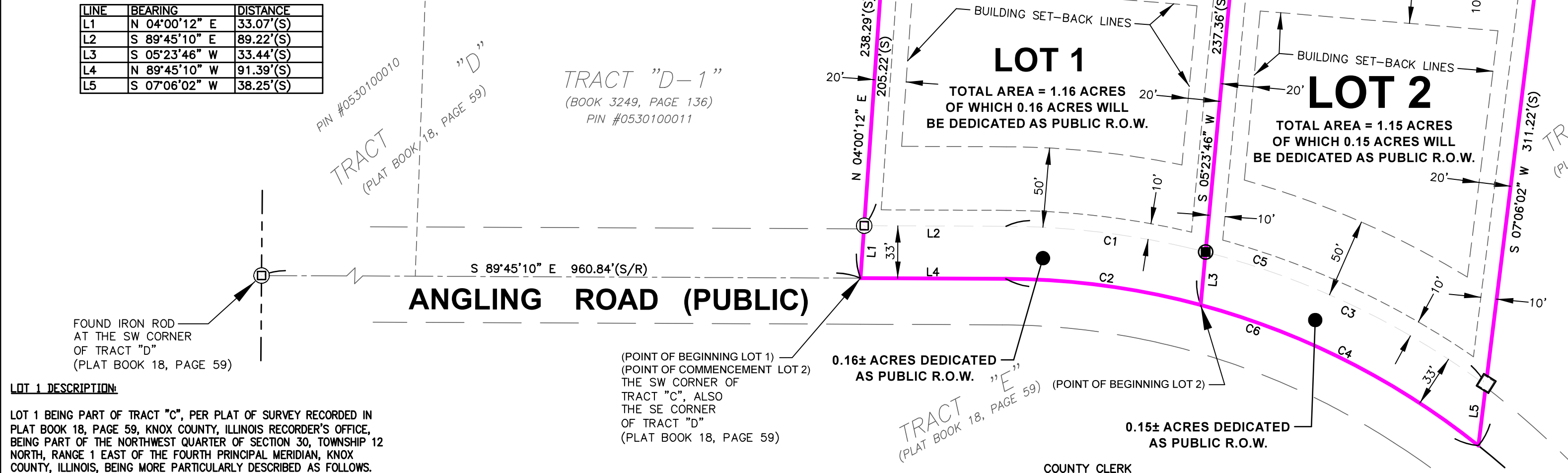
DATE	NUMBER	REVISIONS PER CITY OF GALESBURG
09/22/22		

LEE & CAROL WHITE
35 ANGLING ROAD
GALESBURG, ILLINOIS 61401

WHITE'S ACRES
EXTENSION 1

JONES SURVEYING & ENGINEERING CORP.
103 EAST BROADWAY
MONMOUTH, IL 61462
P: (309) 734-2534
F: (309) 734-2525
www.thejonescorp.com

DRAWN BY RLE
CHECKED BY RPJ/CTF
DATE 09/22/2022
Job Number 2022-178M
Sheet Number 1 OF 1



LOT 1 DESCRIPTION:

LOT 1 BEING PART OF TRACT "C", PER PLAT OF SURVEY RECORDED IN PLAT BOOK 18, PAGE 59, KNOX COUNTY, ILLINOIS RECORDER'S OFFICE, BEING PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE ALONG THE WEST LINE OF SAID TRACT "C", NORTH 04 DEGREES 00 MINUTES 12 SECONDS EAST, 238.29 FEET TO A SET CONCRETE MONUMENT; THENCE LEAVING SAID WEST LINE, SOUTH 85 DEGREES 14 MINUTES 39 SECONDS EAST, 220.48 FEET TO A SET IRON ROD; THENCE SOUTH 05 DEGREES 23 MINUTES 46 SECONDS WEST, 237.36 FEET TO THE SOUTH LINE OF SAID TRACT "C"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "C" ON A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 124.09 FEET, AND A CHORD BEARING NORTH 82 DEGREES 20 MINUTES 48 SECONDS WEST, 123.75 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 10 SECONDS WEST, 91.39 FEET TO THE POINT OF BEGINNING OF SAID LOT 1.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1.16 ACRES OF WHICH 0.16 ACRES WILL BE DEDICATED AS PUBLIC RIGHT-OF-WAY AND IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF SEPTEMBER, 2022 IS SUBJECT TO ALL OTHER ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

LOT 2 DESCRIPTION:

LOT 2 BEING PART OF TRACT "C", PER PLAT OF SURVEY RECORDED IN PLAT BOOK 18, PAGE 59, KNOX COUNTY, ILLINOIS RECORDER'S OFFICE, BEING PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "C", SOUTH 89 DEGREES 45 MINUTES 10 SECONDS EAST, 91.39 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 480.00 FEET, AN ARC LENGTH OF 124.09 FEET, AND A CHORD BEARING SOUTH 82 DEGREES 20 MINUTES 48 EAST, 123.75 FEET TO THE POINT OF BEGINNING OF SAID LOT 2.

FROM THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE OF TRACT "C", ALONG THE EAST LINE OF LOT 1, NORTH 05 DEGREES 23 MINUTES 46 SECONDS EAST, 237.36 FEET TO A SET IRON ROD; THENCE SOUTH 85 DEGREES 14 MINUTES 39 SECONDS EAST, 191.59 FEET TO A SET IRON ROD; THENCE SOUTH 07 DEGREES 06 MINUTES 02 SECONDS WEST, 311.22 FEET TO THE AFOREMENTIONED SOUTH LINE OF SAID TRACT "C"; THENCE ALONG SAID SOUTH LINE, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, AN ARC DISTANCE OF 197.26 FEET, AND A CHORD BEARING NORTH 63 DEGREES 10 MINUTES 02 SECONDS WEST, AND A CHORD DISTANCE OF 195.88 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 1.15 ACRES OF WHICH 0.15 ACRES WILL BE DEDICATED AS PUBLIC RIGHT-OF-WAY AND IS BASED UPON AN ACTUAL BOUNDARY SURVEY COMPLETED BY THE JONES SURVEYING AND ENGINEERING CORPORATION, DURING THE MONTH OF SEPTEMBER, 2022 IS SUBJECT TO ALL OTHER ROAD RIGHT-OF-WAYS, EASEMENTS OF RECORD AND/OR PRESCRIPTION, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

TRACT "D-1"
(BOOK 3249, PAGE 136)
PIN #0530100011

COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

I, THE UNDERSIGNED, COUNTY CLERK OF KNOX COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY, AT GALESBURG, ILLINOIS THIS ____ DAY OF _____, 2022, A.D.

COUNTY CLERK KNOX COUNTY, ILLINOIS

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

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

NOTARY PUBLIC

SUPERVISOR OF ASSESSMENTS

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

SUPERVISOR OF ASSESSMENTS

GALESBURG CITY COUNCIL

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

GALESBURG CITY COUNCIL

KNOX COUNTY PLAT OFFICER

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

KNOX COUNTY PLAT OFFICER

DIRECTOR OF PUBLIC HEALTH

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

I, THE UNDERSIGNED, DIRECTOR OF THE PUBLIC HEALTH DEPARTMENT OF THE COUNTY OF KNOX, ILLINOIS, DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT MEET THE MINIMUM REQUIREMENTS OF SAID COUNTY FOR PRIVATE, ON SITE SEWAGE TREATMENT SYSTEMS AND POTABLE WATER SUPPLIES.

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

DIRECTOR OF PUBLIC HEALTH

TOWNSHIP HIGHWAY COMMISSIONER

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

TOWNSHIP HIGHWAY COMMISSIONER

GALESBURG PLANNING AND ZONING COMMISSION

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

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

GALESBURG PLANNING AND ZONING COMMISSION

GENERAL NOTES:

1. ALL DISTANCES ARE SURVEYED (S) AND RECORDED (R), UNLESS OTHERWISE NOTED.
2. FIELD WORK COMPLETED SEPTEMBER 27, 2022.
3. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
4. BASIS OF BEARINGS: GRID BEARINGS ARE BASED UPON THE UNITED STATES PLANE COORDINATE SYSTEM OF 1983, ILLINOIS WEST 1202 ZONE.
5. SOURCE OF RECORD TITLE: A QUIT-CLAIM DEED TO CAROL A. WHITE & LEE T. WHITE, RECORDED IN BOOK 1418, PAGE 181, IN THE KNOX COUNTY, ILLINOIS RECORDER'S OFFICE.
6. ZONING: LOTS 1 AND 2 ARE CURRENTLY ZONED "A" (AGRICULTURAL DISTRICT).
BUILDING SET-BACK REQUIREMENTS: FRONT = 50 FOOT MIN.
SIDE = 20 FOOT MIN.
REAR = 50 FOOT MIN.

OWNER

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

I / WE, THE UNDERSIGNED, OWNER / OWNERS AND PROPRIETORS OF THE LAND DESCRIBED IN THE ACCOMPANYING PLAT AND CERTIFICATES, DO HEREBY CERTIFY THAT WE HAVE CAUSED THIS SURVEY AND SUBDIVISION TO BE MADE AS SHOWN ON THE ACCOMPANYING PLAT, ACKNOWLEDGE SAID SURVEY TO BE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND DO HEREBY DEDICATE THAT PORTION SHOWN AS ROADWAY TO THE PUBLIC USE FOREVER, AND DO STATE THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE LAND WITHIN THIS SUBDIVISION IS IN THE COMMUNITY UNIT SCHOOL DISTRICT NUMBER 205, KNOX AND WARREN COUNTIES, ILLINOIS, AS OF THIS DATE.

OWNER / OWNERS

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KNOX) SS

WE, THE JONES CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED AND SUBDIVIDED INTO LOT 1 AND LOT 2, TO BE KNOWN AS WHITE'S ACRES EXTENSION ONE SUBDIVISION, WAS MADE UNDER MY SUPERVISION, THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WE FURTHER STATE THAT THE SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP PANEL NUMBERS 17095C0260E, DATED AUGUST 2, 2011. THIS LAND IS WITHIN 1 1/2 MILES OF THE CORPORATE LIMITS OF AN INCORPORATED CITY, TOWN OR VILLAGE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 1 OF THE ILLINOIS MUNICIPAL CODE, AS OF THIS DATE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PROJECT NO: 2022-178M

CHRISTOPHER T. FIROF,
IL. PROFESSIONAL LAND SURVEYOR NO. 035-003838

DATED: SEPTEMBER 28, 2022
MY LICENSE EXPIRES NOVEMBER 30, 2022

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Addendum to Cash Rent Lease Agreement at City's Business Park.

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

BACKGROUND: The existing cash rent lease agreement covers approximately 170.5 acres east of Knox Road 650 E in the Galesburg Business Park and expires January 1, 2023. At a future meeting, Council will be considering an application for a Consolidated Rail Infrastructure and Safety Improvements (CRISI) program grant for a potential project at the City's Business Park. At this time, it would be appropriate to extend the lease Agreement one more year, with the same terms, while we await word on the grant announcement. The current cash rent per acre is \$321, for a potential total annual rent of \$54,730.50.

BUDGET IMPACT: Revenue from this lease is deposited to Fund 46 – 2011C Business Park.

SUPPORTING DOCUMENTS:

1. Addendum to Cash Rent Farm Lease Agreement

**ADDENDUM TO CASH RENT FARM LEASE AGREEMENT
BETWEEN THE CITY OF GALESBURG AND IF FARMS**

WHEREAS, the City of Galesburg, Illinois, a municipal corporation (hereinafter referred to as "Lessor") and IF Farms (hereinafter referred to as "Lessee") previously entered into a lease dated October 21, 2019, concerning land owned by Lessor that is being leased to Lessee to occupy and to use for agricultural purposes only; and

WHEREAS, Section 1. B. of said Agreement provided the length of tenure; and

WHEREAS, the parties hereto agree that due to potential development on the site the Parties have agreed to amend Section 1.B. to extend the lease an additional term so the new end date will be the last harvest of 2023 or January 1, 2024, whichever comes first; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. Section 1. B. is hereby amended by replacing the words "two (2) additional terms." with "three (3) additional terms."
2. That all other terms and conditions of said Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of _____, 2022.

City of Galesburg, Illinois
A Municipal Corporation

By: _____
Peter Schwartzman, Mayor

Attest:

Kelli Bennewitz, City Clerk

IF Farms

By: _____
R.D. Inness

Attest:

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Consider Intergovernmental Agreement between the City of Galesburg and Knox County regarding use of the Knox County Landfill.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Community Development recommend approval of the Intergovernmental Agreement between the City of Galesburg and Knox County regarding use of the Knox County Landfill.

BACKGROUND: On October 3, 2022, the City Council approved a 5-year contract with Waste Management for solid waste collection services. The City's Waste Management contract specifies that the refuse collected by Waste Management must be taken to the Knox County Landfill. The current contract between the City and the Knox County Landfill will expire on December 31, 2022. The current (FY22) rate is \$40/ton which is a reduced rate since we are in Knox County.

City staff have had discussions with the Knox County Landfill about entering into a new 5-year agreement. By having a 5-year contract with both the Knox County Landfill and Waste Management, the City can provide stability to the refuse account with known increases. At the October 26th Knox County Board meeting, they approved entering into a five-year agreement with the City with the following increases:

2023	\$1 /ton
2024	\$1/ton
2025	\$1/ton
2026	\$0.75/ton
2027	\$0.75/ton

The proposed agreement is attached. During the term of the agreement, if the County offers a more favorable rate to any other customer, that lower rate shall be immediately made available to the City. There is also a contract termination clause with either party providing six months' notice. The City refuse volume is approximately 10 percent of the total landfill volume they take in each year.

BUDGET IMPACT: The proposed 2023 rate increase is included in the proposed 2023 budget and will be paid out of the Refuse Fund.

SUPPORTING DOCUMENTS:

1. Intergovernmental Agreement between the City of Galesburg and Knox County regarding use of the Knox County Landfill

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GALESBURG
AND KNOX COUNTY REGARDING USE OF THE KNOX COUNTY LANDFILL**

This Intergovernmental Agreement (“Agreement”) is made this _____ day November 2022, between the parties, the **City of Galesburg**, an Illinois home-rule municipal corporation (“City”) and Knox County, Illinois a unit of local government (the “County”), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

WHEREAS, County is the owner and operator of the Knox County Landfill located at 996 Knox Rd. 2150 N, Oneida, IL 61467; and

WHEREAS, municipal solid waste (excluding recyclables and yard waste) from the City of Galesburg is deposited at this landfill consistent with contracts entered into between the City and its waste hauler; and

WHEREAS, the parties wish to reach an agreement regarding pricing and exclusivity for this service over a five year period.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, City and County agree as follows:

1. City shall require its waste hauler to deposit all municipal solid waste (excluding recyclables and yard waste) at the Knox County Landfill during the term of this Agreement.
2. County agrees to charge the following rates for deposit of waste to the City of Galesburg during the term of this agreement:

2023: \$41.00 per ton
2024: \$42.00 per ton
2025: \$43.00 per ton
2026: \$43.75 per ton
2027: \$44.50 per ton

County represents and warrants that during the term of this Agreement that these prices shall be the lowest offered to any customer for the deposit of municipal solid waste (excluding recyclables and yard waste). In the event that County offers more favorable rates to any other customer, these rates must be immediately made available to the City. These more favorable rates shall be retroactive to the date that these more favorable rates were first effective for such other customer.

3. The term of this Agreement is for a five (5) year period beginning January 1, 2023 and ending December, 31 2027. Either party may terminate this agreement at any time by providing the other with written notice at least six months prior to the proposed date of termination.

4. **DEFAULT:** If either Party defaults in the performance of any of its obligations hereunder, and fails to remedy such default within fifteen (15) days of written notice from the other Party, or if such default cannot be cured within such fifteen (15) day period and the defaulting Party is not diligently pursuing a cure of such default, then in addition to all rights, powers, or remedies permitted by law, either party may terminate this Agreement via written notice.
5. **CONFORMANCE WITH STATUTES AND ORDINANCES:** This Agreement hereunder is hereby made and must be performed in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. This Agreement shall be construed in accordance with the laws of the State of Illinois.
6. **SEVERABILITY:** If any provision of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement.
7. **NOTICE:** All notices required by this Agreement shall be in writing and sent by personal delivery, recognized overnight courier or by certified mail, return receipt requested, to the addresses on the signature page of this Agreement.
8. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
9. **MODIFICATION:** This Agreement may not be modified or amended at any time during its term without the mutual consent of the parties, expressed in writing and signed by the parties.

CITY: CITY OF GALESBURG, ILLINOIS
A Municipal Corporation

COUNTY: KNOX COUNTY, ILLINOIS
A Unit of Local Government

By: _____
Peter Schwartzman, Mayor

By: _____
Jared Hawkinson, County Board Chairperson

Attest: _____
Kelli R. Bennewitz, City Clerk

Attest: _____
Scott Erickson, County Clerk

City of Galesburg
City Clerk's Office
55 West Tompkins Street
Galesburg, IL 61401

Knox County Courthouse
County Clerk's Office
200 South Cherry Street
Galesburg, IL 61401

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Minority and/or Woman owned Business Startup Assistance Program and Southside Occupancy Assistance Program incentives for Haynes Beauty, LLC.

SUMMARY RECOMMENDATION: The KCAP Review Committee has recommended the approval of a \$5,000 Startup grant and a \$3,200 Southside Occupancy grant. The Interim City Manager and Director of Community Development concur with this recommendation.

BACKGROUND: City Council approved new business incentive programs during their October 14, 2022 meeting. The intent of the programs was to increase minority and/or women owned businesses. Haynes Beauty, LLC is proposing to lease space at 1220 Mulberry St. to operate her business.

Per the Minority/Women owned Startup Assistance Program guidelines, a self-employed person is eligible to receive \$5,000 plus \$2,500 per full-time employee created, up to a maximum of \$10,000. Initially, Ms. Haynes will be the only employee, so she is eligible to request a \$5,000 Startup grant.

Per the Southside Occupancy Assistance Program guidelines, the business is eligible to request 1/3 of the annual rent or \$5,000 per year, whichever is less for a maximum of 2 years. In this situation, it is estimated the maximum incentive will be up to \$3,200 over the 2-year period.

BUDGET IMPACT: If approved, the Startup Assistance and Southside Occupancy grant will both be paid from the Planning Fund (054).

SUPPORTING DOCUMENTS:

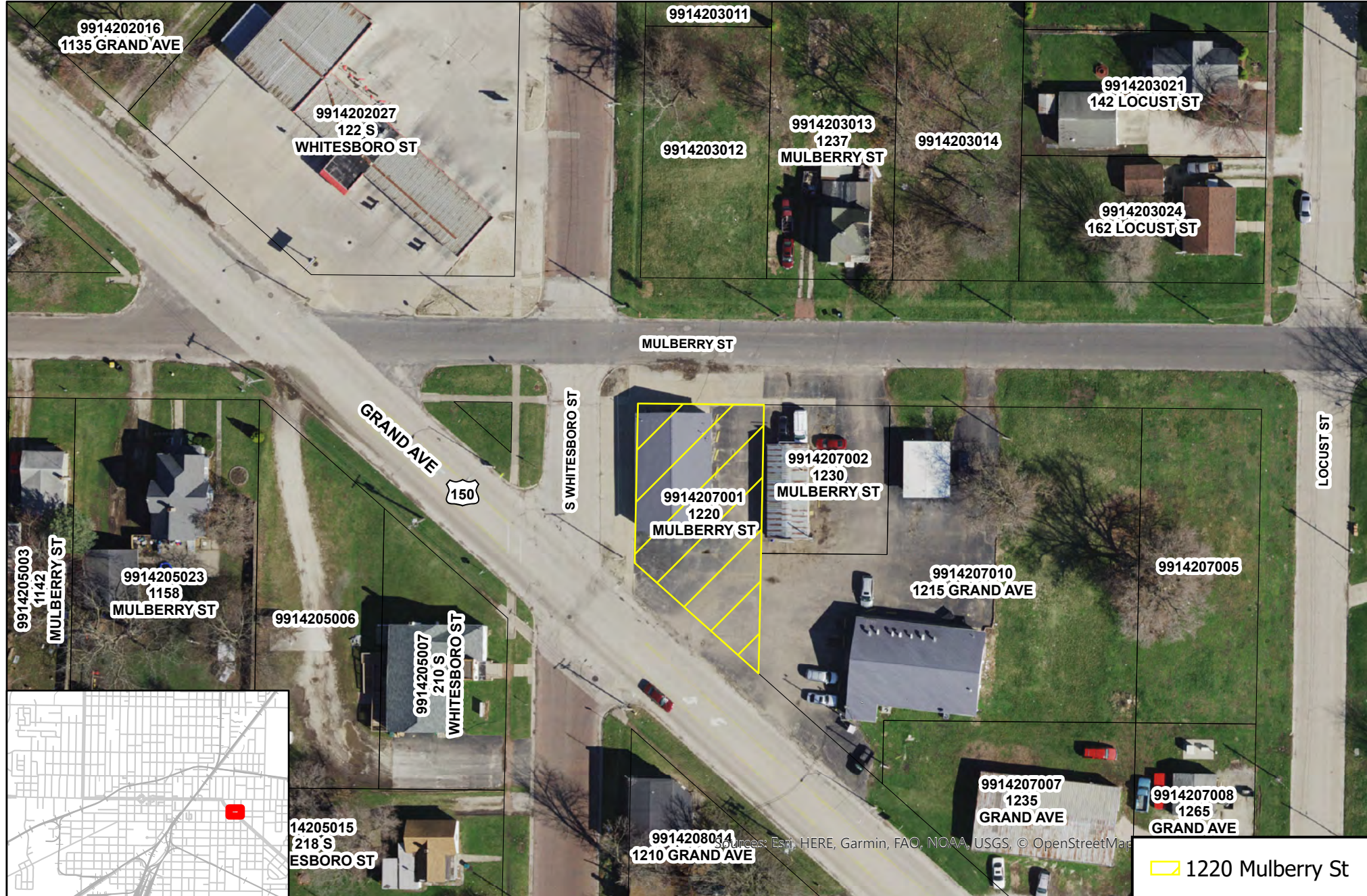
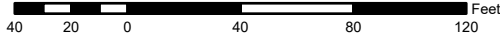
1. Aerial map
2. Correspondence from Knox County Area Partnership, with grant review committee recommendation dated October 14, 2022.
3. Grant Agreement



Community Development Department
Operating Under Council-Manager Government Since 1957

Haynes Beauty, LLC

Proposed location





October 14th, 2022

Honorable Members of the Galesburg City Council,

This memo is a formal recommendation from the Knox County Area Partnership Grant Committee for the approval of business assistance programs for Haynes Beauty, LLC. Destiny Haynes is seeking \$5,000 in funding from the Minority and Women-Owned Small Business Startup Grant program as well as \$3,200 in rent support from the Southside Occupancy Assistance Program. The Committee met to review Destiny's applications on Friday, October 14th and voted unanimously to send this recommendation forward for Council consideration.

Haynes Beauty will be a new Beauty Bar located at 1220 Mulberry St. in Southeast Galesburg. Destiny Haynes is the owner of the business. The primary line of business will be manicures and pedicures and will focus on being a welcoming and friendly service provider. Eventually, the plan is to add other spa services in the future. You can find examples of Destiny's work on her Instagram page at <https://www.instagram.com/haynesbeautyllc/>.

The Knox County Area Partnership for Economic Development convened the Grant Review Committee to review the application on Friday, November 14th and members of the Committee were provided with a complete business plan, financials and other informational items to aid in their consideration.

The Grant Review Committee Consisted of:

- Zach Maher, First Mid-Illinois Bank and Trust
- Becky King, Old National Bank
- Lance Oetting, Midwest Bank
- Mike Holloway, F&M Bank
- Brad Clark, Tompkins State Bank
- Pippi Ardennia, P&D Music, LLC
- Interim City Manager Wayne Carl, City of Galesburg
- Mayor Schwartzman, City of Galesburg
- Steve Gugliotta, City of Galesburg
- Ken Springer, KCAP

By design, the Committee involves a mixed group of volunteers including commercial lenders and business owners. We feel that their expertise gives an added level of safety to the City when making granting decisions.

**KNOX COUNTY
AREA PARTNERSHIP
FOR ECONOMIC DEVELOPMENT**



**200 E MAIN ST, STE 200
GALESBURG, IL 61401
309-343-1194**

In conclusion, the Committee voted unanimously to recommend to the Galesburg City Council that this grant application be given final approval. The Committee felt that the risk profile for this applicant was appropriate for the intent of the program and that the application met all of the stated requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Springer".

Ken Springer, President
The Knox County Area Partnership for Economic Development

**GALESBURG ASSISTANCE PROGRAM
GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022 (the "EFFECTIVE DATE"), by and between the City of Galesburg, an Illinois municipal corporation (hereinafter referred to as "CITY"), and Haynes Beauty, LLC (hereinafter the "GRANTEE").

WHEREAS, the Mayor and City Council desire to increase the number of business start-ups owned by minorities, women and persons with disabilities and/or also encourage businesses to reuse vacant spaces on the south side (south of Main St) of Galesburg; and

WHEREAS, the Mayor and City Council of the CITY approved the Business Collateral Assistance Program, Business Startup Assistance Program and Southside Occupancy Assistance Program (hereinafter the "PROGRAM") at their February 21, 2022 meeting to aid businesses with certain qualifying expenses; and

WHEREAS, the GRANTEE is the owner of a qualifying business located within the CITY and has applied for a grant(s) through the PROGRAM, and the CITY has approved such application(s).

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Grant Amount. Upon the execution of this Agreement, the CITY shall cause the disbursement of proceeds in an amount not to exceed \$5,000 for the Startup Assistance Program and \$3,200 for the Southside Occupancy Assistance Program (the "GRANT"), except for the rent subsidy incentive which is on a reimbursement basis after GRANTEE provides proof of payment per the PROGRAM.

Section 2. Grant Requirements. GRANTEE agrees that it shall utilize the GRANT solely for purposes in connection with the business located at 1220 Mulberry St., Galesburg, IL 61401, Parcel Identification Numbers 99-13-102-005 and 99-14-207-001 and as outlined in its funding request previously submitted by the GRANTEE, which is incorporated by reference into this agreement. GRANTEE hereby accepts the funding for the sole purposes listed in its said funding request and agrees that the funds provided by the CITY shall be used for those purposes, and no other. A GRANTEE's request for any modification must be made in writing and approved by CITY before any expenditures differing from the original GRANT award are paid from funds provided by CITY.

Section 3. Representations of GRANTEE. In connection with the GRANT, the GRANTEE represents and warrants that:

- a. It operates as a business enterprise or organization lawfully conducting business in Illinois; and
- b. The business, including all owners with at least 10% ownership, is/are in good standing with the CITY and the State of Illinois (i.e., no outstanding fines or fees, no tax delinquencies, food/beverage tax and/or hotel/motel tax paid to date, and possess all required licenses); and
- c. Provide proof of job creation to the CITY via a payroll report within one year of the EFFECTIVE DATE; and
- d. Financial records must be kept for inspection and/or audit for a period of two years after the EFFECTIVE DATE. Financial records include receipts documenting actual expenditures, payroll statements, vouchers, invoices and bills, covering all receipts and expenditures of GRANT funds. The GRANTEE recognizes the right of CITY or its designee to make a full audit of GRANTEE's records relating to this GRANT; and
- e. Guarantee the repayment of funds in the event of default.

Section 4. CITY not liable. The parties agree that the CITY is not herein entering into any contract or agreement with any vendors or contractors for the purchase of any goods or services under the PROGRAM. The parties also agree that the CITY is not in any manner providing any warranties or other assurances about the quality or suitability of any goods or services provided to the GRANTEE for under the PROGRAM. The parties agree further that GRANTEE shall hold the CITY harmless for any damages to persons or property that may occur during or in any manner arising from the PROGRAM.

Section 5. Default. If the CITY determines that any funds have been disbursed for ineligible activities, in violation of the terms of this Agreement, the CITY shall provide written notice of said violation to the GRANTEE. The CITY shall be entitled to terminate this Agreement within five days of said written notice. GRANTEE shall, within 30 days of a written demand made by the CITY, reimburse the CITY for all funds disbursed for said ineligible costs.

The CITY may, at its option, continue further disbursements pursuant to this Agreement after any disbursement for any ineligible activities if the GRANTEE reimburses the CITY for the improper disbursements, or otherwise cures the violation to the CITY's satisfaction.

If the GRANTEE fails to fulfill the obligations specified under Section 3 the City shall provide written notice of default to the GRANTEE, and the GRANTEE shall, within 30 days of a written demand made by the City, reimburse the CITY for all funds provided under this agreement.

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

Section 6. Notices. Required notices, as provided herein, shall be mailed by first class mail, and shall be deemed served on the party in question on the date of mailing. Said notices shall be addressed to the pertinent party at addresses listed below.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF GALESBURG, an Illinois
municipal corporation,

Grantee (Haynes Beauty, LLC)

By: _____
Peter Schwartzman, Mayor

By: _____
Destiny Haynes, Owner

Attest: _____
Kelli Bennowitz, City Clerk

Address: 55 W. Tompkins St
Galesburg, IL 61401

Address: 900 W Dayton St, Apt G7
Galesburg, IL 61401

**CITY OF GALESBURG
COUNCIL LETTER
NOVEMBER 7, 2022**

AGENDA ITEM: Purchase of Insurance Coverage for City Liability / Property / Vehicles

SUMMARY RECOMMENDATION: The Interim City Manager and Insurance Coordinator recommend the City Council authorize the purchase of insurance policies from the Illinois Municipal League Risk Management Association (RMA).

BACKGROUND: In April of 2021 the city entered into an agreement with RMA to place certain coverages of insurance with their association. We have presented several claims in the years since, received excellent service, and have received a favorable renewal. RMA also provides safety programs and training at no additional cost.

For consideration of the Council is the policy renewal of the coverages purchased by the city for the period 1/1/2023 - 12/31/2023. Coverages include general liability, property damage for buildings, automobile liability & physical damage for the fire & police departments and transit vehicles, public official bonds, and law enforcement liability.

The policy has a deductible of \$10,000 per occurrence for most lines of coverage and would become effective January 1, 2023 with an annual premium of \$457,939.00. This is an increase of approximately 3.5%, which is under the projected and budgeted amount for plan year 2023. If the premium is paid on or before November 18th, we will receive a 1% early payment discount, reducing the annual cost being approved to \$453,359.61. The invoice also includes the \$2,000 annual membership fee budgeted by the city clerk in line item 105-55000.

BUDGET IMPACT: Sufficient funding is budgeted in the Risk Fund for this purchase.

SUPPORTING DOCUMENTS:

1. RMA Invoice



INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 3, 2022
 Member: City of Galesburg
 Account #: 0207
 Indicate Payment Option (from list below): _____
 Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$ 0
Auto Liability & Comprehensive General Liability	\$312,514
Portable Equipment	\$1,853
Auto Physical Damage	\$18,149
Property	\$125,423
	\$457,939
2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$2,000

INVOICE TOTAL \$459,939

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:	
OPTION #1 – Pay Full Amount	
Contribution Amount	\$457,939.00
Minus 1% Savings	\$4,579.39
	\$453,359.61
Illinois Municipal League Dues	\$2,000.00
Total due by 11/18/22	\$455,359.61
OPTION #2 - Pay Full Amount	
Contribution Amount	\$457,939.00
Illinois Municipal League Dues	\$2,000.00
Total due by 12/16/22	\$459,939.00
OPTION #3 - Pay in two installments	
Includes 1% installment fee	
Contribution Amount	\$457,939.00
Plus 1% fee	\$4,579.39
	\$462,518.39
Illinois Municipal League Dues	\$2,000.00
	\$464,518.39
\$232,259.20	Due by 12/16/22
\$232,259.19	Due by 5/19/23

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____

**COUNCIL LETTER
CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Approval of 401(a) Money Purchase Plan Administrative Services Agreement

SUMMARY RECOMMENDATION: The Interim City Manager recommends approval of the 401(a) Money Purchase Plan Administrative Services Agreement

BACKGROUND: In accordance with the terms and conditions of employment for the new city manager, the city agrees to establish a 401(a) Money Purchase Plan with MissionSquare Retirement for the benefit of the city manager. To do so, approval of the Administrative Services Agreement is the first of two steps. Once the Administrative Services Agreement is approved, MissionSquare will produce the plan adoption agreement and trust agreement for approval. The plan will be solely funded by contributions directly from the city manager's annual salary. The city has agreed to make no contribution to the plan on his behalf.

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

SUPPORTING DOCUMENTS:

1. 401(a) Money Purchase Plan Administrative Services Agreement

ADMINISTRATIVE SERVICES AGREEMENT

for

City of Galesburg

Type: **401**

Account #: **100349**

MissionSquare
RETIREMENT



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) 11/07/2022, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Galesburg** ("Employer"), an **Entity** organized and existing under the laws of the State of **Illinois** with an office at **55 W. Tompkins Street, Galesburg, Illinois 61401**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, which are the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless

Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this

Agreement, Employer acknowledges that it has received the Important Considerations document and the MissionSquare Disclosures and that it has read the information therein concerning the MissionSquare Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its

wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MissionSquare Disclosures.
- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and

outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **7** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written

notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon

transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Illinois**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF GALESBURG

By _____
Peter Schwartzman Date
Mayor

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____

Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

TOWN OF THE CITY OF GALESBURG

Date: October 27, 2022

Agenda Number: 22-9024

TOWN FUND	<u>\$1,000.49</u>	<i>Payment Due</i>
GENERAL ASSISTANCE FUND	<u>\$6,501.38</u>	<i>Payment Due + Advance Payments*</i>
IMRF FUND	<u>\$1,735.82</u>	<i>Monthly</i>
SOCIAL SECURITY/MEDICARE FUND	<u>\$2,165.71</u>	<i>Monthly</i>
LIABILITY FUND	<u>\$0.00</u>	<i>Quarterly</i>
AUDIT FUND	<u>\$0.00</u>	<i>Annually</i>
	<hr/> <hr/>	
<i>Reporting Period:</i>	TOTAL	<u>\$11,403.40</u>
<i>Oct 12 to Oct 27, 2022</i>		

RECAP - TOTAL PAYROLL FOR SEPTEMBER		
Town	\$23,129.39	<i>gross payroll + employer share SS+MC</i>
GA	<u>\$9,645.21</u>	<i>gross payroll + employer share SS+MC</i>
	<u>\$32,774.60</u>	

TOWN FUND
Town Payment Due Report
For the Period From Oct 12, 2022 to Oct 27, 2022

Vendor ID Name	Trans Date	Item ID Item Description	Amount
CenturyLink Brightspeed	10/27/22	Fax Service cancelled with Cen	12.53
			12.53
CityGalesburg-DEPEND City of Galesburg	10/25/22	TOWN Liability W/H Dependent H	860.26
			860.26
ILASA Illinois Assessors Association	10/27/22	Biennial Dues for 2022-2023 fo	50.00
			50.00
OSI OFFICE SPECIALISTS, INC	10/27/22	B&W Copies for 9/30 to 10/29/2	9.23
	10/27/22	Color Copies for 9/30 to 10/29	32.73
			41.96
Tri-States Water Tri-States Water	10/27/22	October Water delivery with 5	35.74
			35.74
Report Totals			1,000.49

TOWN FUND
TOWN Payroll Expenses Report
 October 16 - October 31, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amoun
FEDERAL TAX	10/25/22	Medicare & Soc Sec W/H	2022_Oct-a	1,539.88	1,539.88
FEDERAL TAX	10/25/22	Medicare & Soc Sec Payable	2022_Oct-b	1,539.88	1,539.88
FEDERAL TAX	10/25/22	Federal P/R Taxes Withheld	2022_Oct-c	1,699.51	1,699.51
GALE CREDIT UNION	10/25/22	125HSA	2022_Oct31	100.00	100.00
IDOR	10/25/22	State P/R Taxes Withheld	2022_October3	494.11	494.11
IHMVCU	10/25/22	125HSA	2022_Oct31	250.00	250.00
IMRF	10/25/22	VAC_imrf	2022_Oct_VAC	440.08	440.08
IMRF	10/25/22	IMRF W/H	2022_October	854.66	854.66
NCPERS	10/25/22	Insurance W/H	2022_October	64.00	64.00
PAYROLL	10/25/22	Payroll Clearing Account	2022_Oct31	6,779.00	
		Payroll Clearing Account		885.85	
					7,664.85
				14,646.97	14,646.97

TOWN OF THE CITY OF GALESBURG
General Assistance Payment Due Report
 For the Period From Oct 12, 2022 to Oct 27, 2022

Vendor ID	Date	Account Description	Invoice/CM #	Debit Amou	Credit Amount
ADM_CITYGALES-DEPEND	10/25/22	125 Premium	2022_Oct31	538.66	538.66
ADM_OSI	10/27/22	Office Supplies & Serv Office Supplies & Serv	INV292013	102.55 31.36	133.91
BigLots	10/27/22	.Assistance-P & H	3100028414_G	47.95	47.95
BigLots	10/27/22	.Assistance-P & H	3100028415_G	12.00	12.00
BigLots	10/27/22	.Assistance-P & H	3100028416_G	52.46	52.46
F & M Bank	10/25/22	Assistance-Rent	G15456	322.00	322.00
HY-VEE_Main	10/24/22	Assistance-Food	G15415	47.20	47.20
HY-VEE_Main	10/24/22	Assistance-Food	G15418	47.49	47.49
HY-VEE_Main	10/24/22	Assistance-Food	G15450	91.59	91.59
HYVEE-Henderson	10/18/22	Assistance-Food Assistance-Food	G15305	55.66	55.66
ILSecretaryofState	10/14/22	Assistance-Misc (laund&trans	G15435	5.00	5.00
PurpleHanger	10/24/22	.Assistance-P & H .Assistance-P & H	G15440	30.00	30.00
				1,383.92	1,383.92

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
 For the Period From Oct 12, 2022 to Oct 27, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-612 1-103	OakbrookCorpLAUNDR	Invoice: G15420 Oakbrook Corporation	10/12/22	24120	10.00	10.00
1-612 1-103	ILSecretaryofState	Invoice: G15435 ILLINOIS SECRETARY OF STATE	10/14/22	24121	5.00	5.00
1-614 1-103	City WATER Galesbg	Invoice: E15423 CITY OF GALESBURG WATER	10/14/22	24127	192.00	192.00
1-602 1-103	Crawford, R.	Invoice: G15427 Rita Crawford	10/14/22	24128	322.00	322.00
1-613 1-103	KCHA	Invoice: E15421 KNOX CO. HOUSING AUTHORITY	10/14/22	24129	394.00	394.00
1-602 1-103	SandburgLakeEstate	Invoice: G15422 Sandburg Lake Estates	10/14/22	24130	322.00	322.00
1-613 1-103	BridlecreekApts	Invoice: E15436 Rural Rentals, LLC	10/14/22	24131	1,000.00	1,000.00
1-613 1-103	BridlecreekApts	Invoice: E15438 Rural Rentals, LLC	10/17/22	24132	1,000.00	1,000.00
1-602 1-103	KCHA	Invoice: G15428 KNOX CO. HOUSING AUTHORITY	10/17/22	24133	17.00	17.00
1-612 1-103	KCHALaundry	Invoice: G15431 KCHA - Laundry	10/17/22	24134	10.00	10.00
1-612 1-103	STATE FARM_Twitty	Invoice: G15432 STATE FARM	10/17/22	24135	55.69	55.69
1-613 1-103	WilcoxProperties	Invoice: E15444 Wilcox Properties	10/17/22	24136	625.00	625.00
1-612 1-612 1-612 1-103	City TRANSIT Galesbg	Invoice: 0423231_G15390 Invoice: 0423231-G15364 Invoice: 0423231_G15382 CITY OF GALESBURG TRANSIT	10/18/22	24139	20.00 10.00 20.00	50.00
1-603 1-103	City WATER Galesbg	Invoice: G15458 CITY OF GALESBURG WATER	10/25/22	24143	302.84	302.84
1-602 1-103	F & M Bank	Invoice: G15456 F & M Bank	10/25/22	24144	322.00	322.00
1-602 1-103	HarrisB	Invoice: G15445 Harris & Harris Holding	10/25/22	24145	322.00	322.00
1-612 1-103	OakbrookCorpLAUNDR	Invoice: G15453 Oakbrook Corporation	10/25/22	24147	10.00	10.00
1-612	State Farm_Forney	Invoice: G15449	10/25/22	24148	62.41	

TOWN OF THE CITY OF GALESBURG
General Assistance Advance Payment Report
 For the Period From Oct 12, 2022 to Oct 27, 2022

Account ID	Vendor ID	Line Description	Date	Check #	Debit Amou	Credit Amo
1-103		State Farm Forney Insurance				62.41
1-603	City WATER Galesbg	Invoice: G15448	10/25/22	24149	95.52	
1-103		CITY OF GALESBURG WATER				95.52
Total					<u>5,117.46</u>	<u>5,117.46</u>

TOWN OF THE CITY OF GALESBURG

GA Payroll Expenses Report

October 16 to October 31, 2022

Vendor ID	Date	Invoice/CM #	Line Description	Debit Amount	Credit Amount
ADM_F&MBank	10/25/22	2022_Oct31	W/H Liability - Natof HSA for October 31, 2022 Farmers and Mechanics Bank	200.00	200.00
ADM_FederalTaxes	10/25/22	2022_Oct-a	Employees' W/H for SSMC for October 2022 FEDERAL TAXES	625.83	625.83
ADM_FederalTaxes	10/25/22	2022_Oct-b	GA Employer's Share of SSMC for October 2022 FEDERAL TAXES	625.83	625.83
ADM_FederalTaxes	10/25/22	2022_Oct-c	GA Employees' Federal Income Tax W/H for October 2022 FEDERAL TAXES	545.02	545.02
ADM_IDOR	10/25/22	2022_Octobe	GA Employees' W/H for State Income Taxes - October 2022 ILLINOIS DEPT. OF REVENUE	354.49	354.49
ADM_IMRF	10/25/22	2022_Octobe	GA Employee Contribution to IMRF for October 2022 IMRF	372.36	372.36
ADM_IMRF	10/25/22	2022_Octobe	GA October IMRF Employee Voluntary Additional Contribution (Dave) IMRF	303.76	303.76
ADM_Payroll	10/25/22	2022_Oct31	GA Salaries for October 16 - 31, 2022 GA Hourly for October 16 - 31, 2022 PAYROLL ACCOUNT	2,654.06 325.52	2,979.58
				6,006.87	6,006.87

IMRF FUND
IMRF Payment Due Report
For the Period From Oct 12, 2022 to Oct 27, 2022

Vendor ID	Date	Invoice/CM	Line Description	Debit Amount	Credit Amoun
IMRF	10/26/22	2022_Octob	GA portion of IMRF for October 2022 IMRF	538.59	538.59
IMRF	10/26/22	2022_Octob	TOWN portion of IMRF for October 2022 23 IMRF	1,197.23	1,197.23
				<u>1,735.82</u>	<u>1,735.82</u>

SOCIAL SECURITY & MEDICARE FUND
SSMC Payment Due Report
For the Period From Oct 12, 2022 to Oct 27, 2022

Date	Account ID Account Description	Invoice/CM	Line Description	Debit Amo	Credit Amou
10/26/22	5-416 Social Security & Medica Cash Basis	2022_Octob	Redistribution of SSMC to GA for October 2022 GENERAL ASSISTANCE FUND	625.83	625.83
10/26/22	5-416 Social Security & Medica Cash Basis	2022_Octob	Redistribution of SSMC to TOWN for October 2022 TOWN FUND	1,539.88	1,539.88
				<u>2,165.71</u>	<u>2,165.71</u>

**TRUSTEE LETTER
TOWN OF THE CITY OF GALESBURG
NOVEMBER 7, 2022**

AGENDA ITEM: Resolution to determine the 2022 Township Tax Levy.

SUMMARY RECOMMENDATION: The Township Supervisor and Town Clerk recommend approval of the resolution not to exceed a levy of 105 percent over the 2021 tax levy extension.

BACKGROUND: Each year, the Township Trustees approve the annual Property Tax Levy that the County extends on the taxable property within the Town of the City of Galesburg.

Prior to the Tax Levy approval, the Township Trustees state their intent to exceed or not exceed the five percent increase threshold for any truth in taxation public hearing must approve this resolution. This resolution indicates an intention **not** to exceed 105 percent of the 2021 tax extension and thus does not require a truth in taxation public hearing

SUPPORTING DOCUMENTS:

1. Resolution

RESOLUTION NO. _____

RESOLUTION TO DETERMINE ESTIMATED 2022 TAX LEVY

WHEREAS, the Township Trustees of the Town of the City of Galesburg, Knox County, Illinois, herein referred to as Trustees wish to comply with the Truth in Taxation Act, Illinois Compiled Statutes 2006, 35 ILCS (Revenue) 200/18-55 through 18-0-; and

WHEREAS, the Trustees have deliberated on the estimate of the annual aggregate levy; and

NOW THEREFORE, BE IT RESOLVED THAT: The Corporate Authorities determined the amount of money exclusive of any portion of that levy attainable to the cost of conducting an election required by Election Law, estimated to be necessary to be raised by taxation for the 2022 levy is approximately \$531,000, which is not more than 105% of the aggregate extension for the 2021 tax levy.

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

Roll Call # _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Christine Eik Winick, Township
Supervisor

ATTEST:

Peter D. Schwartzman, Trustee

Kelli R. Bennewitz, Township Clerk