

CITY OF
GALESBURG

ILLINOIS

October 16, 2023

City Council Agenda



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



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
October 16, 2023

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

6:00 p.m. Roll Call Pledge of Allegiance

Invocation

Proclamation Manufacturing Month

Proclamation Physical Therapy Month

Approve Minutes from October 2, 2023

Public Comment

Consent Agenda #2023-20

23-2058 Resolution Acceptance of the Illinois Housing Development Authority's (IHDA) Strong Communities Program Round 2 Grant

23-2059 Resolution 2024 MFT Fill Materials

23-4102 Approve Agreement to provide IT services to Galesburg Election Commission

23-4103 Approve Agreement to provide IT services to Galesburg Township

23-6009 Approve Appointment Memo

23-8019 Bills and Advance Checks Approval and warrants drawn in payment of same

Passage of Ordinances and Resolutions

23-1027 Ordinance Flag Policy (First Reading)

23-1028 Ordinance Amending the General Obligation Bonds, Series 2023 to utilize a portion for street projects (First Reading)

23-2060 Resolution Estimation of property tax levy

Bids, Petitions and Communications

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

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| 23-4104 | Approve | Grant Agreement for Winter Shelter Services |
| 23-4105 | Approve | Amending the IAFF Contract to include Battalion Chiefs |
| 23-4106 | Approve | Parks & Recreation Software Agreement |
| 23-4107 | Approve | Initiation of demolition action for 435 N Broad, 340 N Broad, 861 E South, 246 S Whitesboro, 325 S Chambers, 163 W Mary, 272 N Broad, 484 N Cherry, and 1970 E Main |

Town Business

- | | | |
|---------|--|-------|
| 23-9021 | | Bills |
|---------|--|-------|

Closing Comments

Adjournment



CITY COUNCIL MEETING
City Manager's Report
October 16, 2023

CONSENT AGENDA #2023-20

Item 23-2058 Acceptance of IHDA Grant

Staff recommends approval of a resolution accepting a grant from the Illinois Housing Development Authority's (IHDA) Strong Communities Program round two. The City was awarded \$562,000.00 through this grant, which can be used for remediation of abandoned residential property, including demolition, or removal of garbage and debris.

Item 23-2059 MFT Fill Materials

Staff recommends approval of the Motor Fuel Tax Maintenance Resolution for 2024 material purchases in a total amount of \$430,000.00. For the 2024 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. It is proposed to open bids for the materials in December and the bids will be brought to the Council for approval at that time.

Item 23-4102 Agreement to provide IT services to Galesburg Election Commission

Staff recommends approval of an agreement for the City to maintain network access, email accounts, antivirus and security software, and other applications for the Galesburg Board of Elections for an annual maintenance fee of \$2,505.00.

Item 23-4103 Agreement to provide IT services to Galesburg Township

Staff recommends approval of agreement for the City to maintain network access, email accounts, antivirus and security software, and other applications for the Town of the City of Galesburg for an annual maintenance fee of \$1,920.00.

Item 23-6009 Appointment Memo

Appointments to boards and commissions are submitted by Mayor Schwartzman for Council consideration and approval.

Item 23-8019 Bills

Bills and advanced checks are submitted for approval. All purchases are made in accordance with purchasing policies, with purchases over \$25,000 utilizing the competitive bid process and approved individually by City Council. Please direct questions pertaining to bills and/or advance checks prior to the council meeting to Gloria Osborn, Director of Finance and Information Systems.

ORDINANCES AND RESOLUTIONS

Item 23-1027 Flag Policy (First Reading)

Staff recommends approval of an ordinance amending Chapter 37 of the Galesburg Municipal Code regarding the display of flags on City property and uniforms. The ordinance provides that city employees, representatives, and volunteers only fly or otherwise display on or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform of City provided clothing, no flag other than the following: the flag of the United States, the flag of the State of Illinois, a flag bearing the seal of the City of Galesburg, or the flag of National League of Families POW/MIA. In addition, when appropriate for a specific event or occasion, the City could select to fly the flag of the United States Military or government officials.

Item 23-1028 Amending General Obligation Bonds, Series 2023 (First Reading)

An ordinance is provided for council consideration to authorize the use of the General Obligation Bonds, Series 2023 proceeds for the Irwin Street storm sewer and street reconstruction at an estimated cost of \$550,000.00; asphalt resurfacing projects at an estimated cost of \$1,950,000.00; and a community center at an estimated cost of \$2,500,000.00.

Item 23-2060 Estimation of Property Tax Levy

Staff recommends approval of a resolution not to exceed a levy of 105 percent over the 2022 property tax levy extension. Prior to the first and second readings of the Property Tax Levy, a resolution is passed by the City Council stating their intent to exceed or not exceed the five percent increase threshold for any truth in taxation public hearing. This resolution indicates an intention not to exceed 105 percent of the 2022 tax extension and thus does not require a truth in taxation public hearing.

BIDS, PETITIONS AND COMMUNICATIONS

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 23-4104 Grant Agreement for Winter Shelter Services

Staff recommends approval of a grant agreement with the Knox County Housing Authority in an amount not to exceed \$60,000 for operation of an overnight winter shelter. In partnership with the Salvation Army, the Knox County Housing Authority proposes to operate an overnight winter shelter, which will provide low-barrier access to a safe place to sleep overnight, as well as provide referrals and connections to services that support recovery, housing security, food and nutritional stability, and mental health. The anticipated dates of operation will be November 1, 2023 – April 30, 2024, from 6:00 p.m. – 7:00 a.m. daily. It is anticipated the shelter will be located at 525/527 Iowa Court, with the community room at Moon Towers, 525 West Tompkins Street, serving as the back-up location, if there are any delays in the Iowa Court location being prepared at the start of the project time period.

Item 23-4105 Amending the IAFF Contract to Include Battalion Chiefs

Staff recommends approval of amending the collective bargaining agreement with IAFF Local 55 to incorporate Fire Battalion Chiefs. The agreement is valid through the end of 2023 and will provide pay parity between the three Battalion Chiefs.

Item 23-4106 Parks & Recreation Software Agreement

Staff recommends approval of a three-year agreement with Amilia for SmartRec software utilized by the Parks and Recreation Department. The total cost for the three year period is \$17,964.00, plus a service fee of 1% of customer transactions processed, estimated at \$6,000.00 per year. The Parks & Recreation Department has utilized this software since 2020 for a variety of functions, including facility scheduling, online registration, membership management, and point of sale and inventory management. There are sufficient funds in the Parks and Recreation budget for this software renewal.

Item 23-4107 Initiation of Demolition Action

Staff recommends moving forward with the demolition process for properties located at 435 N. Broad Street (detached garage), 340 N. Broad Street (residence), 861 E. South Street (residence), 246 S. Whitesboro Street (residence and detached garage), 325 S. Chambers Street (residence and detached garage), 163 W. Mary Street (residence and detached garage), 272 N. Broad Street (residence), 484 N. Cherry Street (residence), and 1970 E. Main Street (commercial building). After an inspection of the properties, the building inspector sent the required notification to the owners of the property requesting compliance. All of the properties remain in a dangerous and unsafe condition and demolition is recommended, with costs paid from the property redevelopment fund.

TOWN BUSINESS

Item 23-9021 Town Bills

Respectfully submitted,
John Schlaf
Interim City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
October 2, 2023
6:00 p.m.

Called to order by Mayor Peter Schwartzman at 6:00 p.m.

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Evan Miller, Dwight White, Heather Acerra, Sarah Davis, and Steve Cheesman, 8. Also Present: Interim City Manager John Schlaf, Interim City Attorney Jason Jording, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Reverend James Hailey gave the invocation.

Proclamation: National Disability Employment Awareness Month

Youth Commission Report

Council Member Dennis moved, seconded by Council Member Miller, to approve the minutes of the City Council's regular meeting from September 18, 2023, meeting.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

PUBLIC COMMENT

Brent Zhorne addressed the Council regarding the resolution to fly the Respect for Life flag. He noted that he made the City Manager aware of his request last month via a letter and would like to see the flag flown during the month of October. He stated that coincidentally, another Galesburg resident made a similar request at the same time and she represents the Knox County Right to Life organization. He stated that he does not represent any organization, only himself. Mr. Zhorne stated that by extension however; he represents all people in our community who feel that life is sacred, precious, and in need of protection, especially the lives of the people who are most vulnerable in our community. The flag, which he has already supplied to City administration, is the result of the pro-life flag project, which was a grassroots initiative to come up with a flag that could be easily understood and universally recognized. The seven elements of the flag are each important and have special meaning to people who are pro-life.

Dominic Remmes addressed the Council on behalf of he and his wife, Jennifer, requesting that the Council approve the flying of the Respect of Life flag at City Hall for the month of October. They have been active members of Knox County Right to Life for many years and have worked to provide education to the community on life issues, particularly to youth. This includes the annual Festival for Life, which occurs every October, where nationally known speakers are invited to attend. He also noted that his wife has served as a volunteer for several years at the Women's Pregnancy Center, which provides the opportunity for young pregnant women in difficult life situations to receive assistance, with not only material supplies and education, but also ongoing friendship. Mr. Remmes stated that the Knox County Right to Life promotes respect for life in all stages, including the protection of the most vulnerable humans - preborn children. He stated that Thomas Jefferson brilliantly penned the Declaration of Independence, which in no uncertain terms stated that we are endowed with inalienable rights among those who have the right to life, liberty and the pursuit of happiness. Life was the first of the rights claimed, and no humans were excluded from that claim, including the preborn, the disabled, the handicapped, and the elderly. Knox County Right to Life continues to fight for the right for life and flying a flag at City Hall is just one way to assist this cause.

Jerry Ryberg addressed the Council and questioned what the consequences of no abortions in America would be -- more misery, more poverty, fatherless kids, more social services, and of course higher taxes.

Amanda Larson addressed the Council regarding the right to life as well, however, she is not speaking about the flag although she does agree with what the Right to Life organization is saying when it comes to abortion. She stated that we need a change in our moral teachings, and that lawmakers teach that it is okay to have an abortion and that it is a person's right to decide whether a child is given the right to live or to be extinguished. Ms. Larson stated that according to the original law, the Ten Commandments, thou shalt not kill means in any form. She noted that she had two abortions before the age of 25, before she knew God and understood the depths of what she had done. She noted that she is not here to judge anyone for none of us can because only one person can judge. She hopes the City supports this cause.

Holly McDorman addressed the Council and stated that when she was in school, a teacher told her that she may not always be equal, but that she would always be fair. She strongly believes that the City needs to come up with a flag policy and stated that three months ago, she fought to have the Pride flag flown, even though the City had flown the flag for two years in a row. She noted that she can respect anybody who wants to fly a flag for their organization, but she believes that now is the time that the City needs to make a flag policy first, before a new flag is flown. She stated that if they don't set a policy now, they are setting a precedent for any flag. She did research on a lot of policies and one example is to fly special flags or banners, sister city flags, Heritage Month flags, or flags for Black History Month, Pride Month, Asian Pacific American History Month, National Hispanic Heritage Month, etc. She hoped that this would provide guidance for the Council to make a flag policy that might be inclusive, and asked that they consider a policy before they vote on flying another flag. She further stated that she did not fight for the Pride flag for nothing and she thinks the Council would be hypocrites if they did not consider a flag policy first.

Roxanne Flesher addressed the Council as the president of Knox County Right to Life. She stated that she is unashamedly pro-life and they would like to fly this flag because October is Respect Life month. This is something many churches have observed over the years and there is a church in town that flew the Respect Life flag this past weekend. She would like to see the flag flown because many do respect life - all stages of life. Their organization respects the lives of all people regardless of race and religion and she thinks the City would want to show that we are a city that respects people's lives, no matter their condition.

Dave Lindstrom addressed the Council and supports the flying of the Respect Life flag because of the 60 million lives that have been lost to abortion in the last several decades. He mourns the loss of the athletes, musicians, caretakers, doctors, lawyers, laborers, and carpenters that are not with us now because they have been sacrificed to abortion. He stated that this is something that the City needs to seriously think about and that it is not about one flag since anyone can fly a flag to promote a cause. This cause is sacred to our country, to ourselves, to our faith, and to all the things that are precious to us in this country.

Sallee Wade addressed the Council and stated that she has not seen this flag but that she does respect all life. Instead of saying respect life, she would like the resolution to say respect all life. She also noted that she believes pro-life is pro-choice and vice versa, and that if you take away choices from people, you take away a piece of their life. She would like to see a flag that did not have one particular logo, but instead possibly had a tree of life, so it isn't representing one group that has one goal that may keep others from having the choice that they need.

Jeannette Chernin addressed the Council and stated that 110 East North Street and 127 East North Street are in the exact same condition from the fire six months ago. She also stated that the property at 140 East North Street is empty, deteriorating, and has a hole in the roof. The property at 110 East North Street does not have electricity and with the cold temperatures eventually coming with winter, the pipes will end up freezing and bursting.

Ms. Chernin also stated that the taxable value of her home went up 30% and that she can see these three properties from her front porch. She does not think her home value is accurate. She also asked that the Community Center Task Force meetings be broadcast for those who cannot attend. She noted that every time the City moves the meeting, fewer people from the public come, and she doubts this is the objective of the meetings. She would also appreciate it if someone could let her know where the minutes from these meetings are published since this is an open meeting and the public has the right to view the minutes.

Jackie Smith-Esters addressed the Council and echoed what was said regarding the task force since she has been approached by many people that are wanting the meetings to be streamed, possibly on the City's Facebook page. She also stated that as far as the topic of the flag, the only thing that she is questioning or trying to understand is the process of how things get on the agenda. She was sure that when she sat at the dais, it took three Council Members or the Mayor to put something on the agenda. She believes that they need to be careful of allowing anyone to call the city manager and request items be put on the agenda.

Rhonda Callahan addressed the Council and stated that the City needs a policy and that the only flags that should be flown are the U.S. flag and the State of Illinois flag.

Darla Krejci addressed the Council and stated that when the Pride flag was being debated, Interim City Attorney Mangieri noted that if you approved a resolution or proclamation, then you were stating that you believed all these things. She does not feel that this current resolution takes it far enough by talking about the rights of every individual and believes that the list needs to be expanded upon if the Council truly represents and respects all life. They have to think about everyone, including the gay neighbor, transgender teenager, drag queens, drug addicts, the poor, Muslims, death row inmates, and migrants. Everyone should be on the list, not just the vulnerable, mothers and their unborn children.

Dan Leonard addressed the Council and stated that he has been involved with the Right to Life organization for many years. He noted that there are so many great minds we have never met, or never heard their thoughts, because they were never allowed to get to be here. There is an image of children's feet on the flag, which we all have in common. There are people who spoke and tried to make the argument about finances, or higher taxes, and it's sad that somebody doesn't see you as important enough to generate enough revenue that you can be dismissed. He added that the Knox County Right to Life is about respecting all life and the feet on the flag are not colored specifically to address one race or one culture. They're not about whether they're homosexual, heterosexual, asexual, they're about respecting human life through all stages. Galesburg wants to be a welcoming community and at the root of all this is humanity.

Champ Coleman addressed the Council and stated he doesn't know much about this topic but knows it is a dangerous and religious one. As a proud father of two daughters, if an unfortunate situation happened, he would have to look at the situation and make a parent's difficult decision at that point in time for his family and child. His opinion on the flag is that when the City discussed the Pride flag they had to hire another law firm. Nothing has yet been done about a flag policy, and therefore he feels that this flag should be flown, as well as all flag requests for the next year.

Bruce Weik addressed the Council and stated that he has heard the term pro-life being thrown around readily this evening, but he's not quite sure what it means. He assumes these people are against capital punishment, one of the most measurable things where human life is being taken for revenge. He would assume everyone is anti-war, meaning less than pro-life. He also stated that he has an issue about remote attendance and questioned what guarantees are in place to prove that it is the correct person on the phone and that they are making the vote and not acting under duress. He believes these are all legitimate questions that the Council should pursue since he believes it will come up in the future.

Reverend Andrew Jowers addressed the Council and thanked Council Member Davis for an issue he had in front of his house, which is now taken care of. He also noted that he attended the ribbon cutting for the new Hawthorne Pool renovation, which is quite an accomplishment. He also recently wrote an article for the newspaper titled *"Morality in Ethical Behavior, Equitable Policy is Key to Success."* He stated that there was quite a diverse group of people who came

out to celebrate the reopening, and he applauded Elizabeth Varner and her team for their hard work. He stated that for those Council Members who were unable to attend, they should ask themselves why they didn't show up. He questioned what situations made it so they didn't show up to a Galesburg community event such as this where the City has invested millions. He wondered why they didn't feel that it was important enough to show up as a person who sits on this Council.

CONSENT AGENDA #2023-19

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

23-2055

Approve Resolution 23-50 ceding the City's 2023 private activity bonding authority to the Quad Cities Regional Economic Development Authority (QCREDA).

23-3028

Approve the bid from 9 to 5 Computer for the purchase of uninterruptible power supply equipment in the amount of \$74,015.48.

23-3029

Approve the bid from Truck Centers, Inc. for the purchase of three 2025 Freightliner Dump Trucks to be utilized by the Street Division in the amount of \$235,354 including trades.

23-3030

Approve the bid from Victory Lane Ford for the purchase of five 2024 Ford F350 pickup trucks to be utilized by the Street, Airport, Park and Forestry Divisions in the amount of \$194,460 including trades.

23-3031

Approve the bid from Victory Lane Ford for the purchase of two 2024 Ford F250 pickup trucks to be utilized by the Street and Park Divisions in the amount of \$78,516 including trades.

23-3032

Approve the bid from Victory Lane Ford for the purchase of a 2024 Ford F350 truck to be utilized by the Street Division in the amount of \$35,458 including a trade.

23-3033

Approve the bid from D & T Demolition in the amount of \$119,300 for the demolition and cleanup of 91 West Simmons Street.

23-8018

Approve bills in the amount of \$952,431.20 and advance checks in the amount of \$681,318.01.

Council Member Miller moved, seconded by Council Member Dennis, to approve Consent Agenda 2023-19.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

Council Member Hix moved, seconded by Council member Dennis, to take agenda item 23-2056 out of its current order for discussion.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-2056

Council Member Dennis moved, seconded by Council Member Miller, to approve Resolution 23-51 declaring the month of October as Respect Life Month and to fly the Respect Life flag at City Hall.

Council Member Davis stated that she has been researching the wording of the resolution and the Respect Life month concept is not a national or internationally recognized holiday or time period. She stated it is actually from the Catholic Church, which directly associates it with religion. The Right to Life group, as an organization, is a right wing group that is political and openly endorses right wing extremist candidates. She suggested that it is inappropriate for a governmental body to endorse and embrace this request due to its direct and open religious and political affiliations.

Council Member Acerra stated that it is her understanding that the Right to Life group is actually a secular organization and that you do not have to be religious to be a member. She also understands that the local group has members from many churches, but that many are not necessarily religiously affiliated. She also noted that it needs to be kept in mind that this is not just about abortion and that the idea of respecting life is also to consider items such as the family of the young woman in England who are being told that they're going to pull life support and end her life. She knows that the group advocates in cases such as that and not just the unborn, but it's also about disabled individuals and those near the end of life. She considers this to be a broader concern than just that of abortion.

Council Member White stated that we should have a flag code and feels that without one, no flag should be flown. He believes this opens up too many issues and the City could be sued. He noted that we do not have a nativity scene on our square because it represents religion. He understands that anyone can belong to the Knox County Right to Life organization, and added that if he wears a suit coat, he is usually wearing a pin with a pair of feet on it. He knows in his heart and soul that this is about God, religion, and the right to live religiously. He supports the

organization but does have his own beliefs. They have spent millions on making laws and it still is mostly conservatives, who usually want smaller government, although they are making a law to tell a woman what to do with her body.

Council Member White stated that he listened to a gentleman talk about life, liberty, and the pursuit of happiness, and as an African American, it is insulting. He stated that he lives in a nation where his life doesn't matter. When they said black lives matter, automatically the police and everybody else said blue lives matter. People did not hear them and they were dismissed. No one said it was right and that their lives do matter, but instead had to come up with a counter. African Americans have had no liberty or the pursuit of happiness. He reiterated that he does not think any flag should be flown.

Council Member White also stated that there is another problem in which he was always led to believe that it took three Council Members or the Mayor to put some on a City Council agenda. He guesses that's not true and has been proven today. He now understands that all he needs to do is request something, and if it's important to his community, to the people of color, it will get approved. He is concerned that other flag requests will come before the City, such as the Confederate flag. He believes this is causing more problems and is going to create more division. He added that he is a believer in Christ and he will let God make the judgment on people that have an abortion. He has two daughters and he thanks the women that made them possible to be in his life. He stated that he cannot vote for this resolution because of the ramifications and all the other problems it can cause.

Council Member Cheesman stated that he believes without question that this is a difficult topic and respects everyone who has spoken. There are many contrary views when talking about an issue like this and he concurs with Council Member White in the fact that the City needs to have a flag policy, but because we do not have one currently, this is in Council's hands. He would ask that the Administration begin working immediately on a policy so that this situation does not continue. He stated that like many topics, they are very complicated in that people have views that are in competition with one another. He will be voting yes for this and is trying to not look at what the issue is, similarly to the Pride flag, which he supported. In this situation, there are a number of things that he supports about this, but also a number of things that he has disagreements with.

Council Member Cheesman stated that this isn't about the topic, but that the City opened up this opportunity for people to ask for flags to be flown, and if Council has said yes to one, it's only fair to say yes to another. He feels that this is more about the whole fairness aspect of it and that the City has allowed one flag to fly and we have set a precedent. He believes that the American flag and the state flag should be the only flags flown in the future.

Council Member White stated that he was told that no City Council Member asked to put this item on the agenda. He asked for clarification from Interim City Manager Schlaf.

Mr. Schlaf stated that Council Member White is correct and that the decision to place this item on the agenda was his own. He did know that there were other Council Members who were supportive, but that the specific request to add it to the agenda was his alone.

Mayor Schwartzman stated that not everybody was in the room when the Council discussed and voted on the Pride flag in June. Listening to legal counsel at that time, there were concerns from Council Members of legal ramifications of flying that flag. Two issues that were presented by previous legal counsel was one regarding the protection the City had because the Pride flag had previously flown and Council had previously read both a proclamation and approved a resolution. He was told the Council at that time had set a precedent and returned to the same basic position and asked if the City was in that same position today.

Interim City Attorney Jason Jording stated that he reached out to Judge Mangieri to make sure that they were in agreement and that there are two issues to note at this time, which is whether this is a public forum or government speech. If it is a public forum issue, the free speech clause dictates. If it's a public forum, the Supreme Court has said that a government body may not exclude private speech based on religious viewpoint. This would be impermissible viewpoint discrimination. He noted that because of the way Galesburg has done this in the past, and is consistent with Judge Mangieri's opinion, the Council made what is called government speech, which was a position adopted by the City Council. Government speech is not bound by the free speech clause. He stated that with this request, the only option was to say yes or give it to the Council. If it's government speech, the people who decide what the government says or does not say are the policymakers, which is the City Council. The Council will have the ability to approve a flag ordinance in the future.

Mayor Schwartzman stated that the state of Illinois still permits abortion to occur and asked if the judgment of this body is to speak in favor of this resolution, and contradict state law, would that put the City in jeopardy of being discriminated against by the state. Mr. Jording stated he could not speak as to what the state would do, but what the resolution states is not unlawful and is not creating a legal prohibition in contravention of state law.

Council Member Dennis moved, seconded by Council Member Hix, to call the question on agenda item 23-2056.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

Vote to approve declaring the month of October as Respect Life Month and to fly the Respect Life flag at City Hall.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

PASSAGE OF ORDINANCES AND RESOLUTIONS

23-1019

Council Member Dennis moved, seconded by Council Member Acerra, to approve Ordinance 23-3707 on final reading to adjust various rates and fees collected by the City.

Roll Call #7:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1020

Council Member Acerra moved, seconded by Council Member Cheesman, to approve Ordinance 23-3708 on final reading approving the Tax Increment Redevelopment Plan and Project for the Grand Avenue TIF 6 Redevelopment Plan. Cristen Hardin, PGAV consultant, addressed the Council with information on each TIF item and was prepared to answer any questions.

Council Member Hix moved, seconded by Council Member White, to amend the Ordinance to strike the words “combination “blighted area” and” from 1(b).

Roll Call #8:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Roll Call #9:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1021

Council Member Dennis moved, seconded by Council Member Miller, to approve Ordinance 23-3709 on final reading designating the Grand Avenue Tax Increment Financing (TIF 6) Redevelopment Project Area.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1022

Council Member Davis moved, seconded by Council Member Acerra, to approve Ordinance 23-3710 on final reading adopting tax increment financing for the Grand Avenue Tax Increment Financing (TIF 6) Redevelopment Project Area.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1023

Council Member Dennis moved, seconded by Council Member Davis, to approve Ordinance 23-3711 on final reading annexing property located at 695 Knox Highway 10.

Roll Call #12:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

23-1024

Council Member Dennis moved, seconded by Council Member Acerra, to approve Ordinance 23-3712 on final reading directing the sale of the property located at 905 Maple Avenue.

Council Member White inquired when the Task Force had been asked to present their findings to the City Council. Elizabeth Varner, Parks & Recreation Department Director, stated that the group hopes to present at the first meeting in December.

Council Member White stated that the City Council created the task force and should give them the ability to view any and all available sites until their mission is completed.

Council Member White moved, seconded by Council Member Davis, to defer agenda item 23-1024 to the December 4, 2023, City Council Meeting.

Roll Call #13:

Ayes: Council Members White and Davis, 2.

Nays: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Absent: None

Chairman declared the motion failed.

Steve Gugliotta, Community Development Department Director, stated that the appraisal for this building should be completed this week or next. He also noted that this is a sealed bid process and would require a development plan.

Council Member Hix stated that he is in favor of moving forward and that there is a set budget of \$2.5 million budget for a community center. Council Members have seen the estimates from Churchill and if chosen, the \$2.5 million would be spent to rehab only part of the building and

there would be no funds left. He added that he has been open about being against Churchill, but not against a community center.

Roll Call #14:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

23-1026

Council Member Acerra moved, seconded by Council Member Miller, to approve Ordinance 23-3713 on final reading amending Chapter 30 of the Galesburg Municipal Code regarding the attendance of members of the City Council or other City Commissions via electronic means.

Mayor Schwartzman asked who decides which member can be remote at a given meeting since the ordinance specifically says only one person can attend. Interim City Attorney Jording stated that the decision to allow remote attendance would fall with the Council, and if there is more than one request, Council would know in advance. The City Clerk will continue to keep track of Council Member attendance.

Council Member White expressed a concern over attending Executive Sessions remotely and the possibility of other individuals being present. Mr. Jording stated that there is nothing unlawful about someone sitting next to a Council Member for regular meetings, but that with respect to Executive Session meetings, the first line of defense is the Council itself and whether they allow someone to participate remotely.

Council Member Acerra stated that she believes Council honors and respects one another and does not think anyone would not allow a person to participate remotely. She noted that she suggested this ordinance and has the support of Council Member Davis and perhaps others. She added that this was written to mirror what was done during the pandemic and is not unusual throughout the state.

Council Member Acerra moved, seconded by Council Member Hix, to call the question on agenda item 23-1026.

Roll Call #15:

Ayes: Council Members Hix, Dennis, Miller, Acerra, and Cheesman, 5.

Nays: Council Members White and Davis, 2.

Absent: None

Chairman declared the motion carried.

Roll Call #16:

Ayes: Council Members Hix, Dennis, Miller, Acerra, Davis, and Cheesman, 6.

Nays: Council Member White, 1.

Absent: None

Chairman declared the motion carried.

23-2057

Council Member Miller moved, seconded by Council Member Acerra, to approve Resolution 23-52 amending the Economic Development Incentives Policy to include more of the downtown area.

Roll Call #17:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

23-3034

Council Member Miller moved, seconded by Council Member Hix, to approve the bid from Howe Overhead Door for the salt building overhead door replacement.

Roll Call #18:

Ayes: None

Nays: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Absent: None

Chairman declared the motion failed.

CITY MANAGER’S REPORT

- A. Trick or Treat hours will be 5-8 p.m. on Tuesday, October 31st.

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

23-4101

Council Member Dennis moved, seconded by Council Member Hix, to approve an Employment Agreement for Eric Hanson as City Manager for the City of Galesburg.

Roll Call #19:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, Cheesman, and Mayor Schwartzman, 8.

Nays: None

Absent: None

Chairman declared the motion carried.

23-6008

Council Member Miller moved, seconded by Council Member Acerra, to approve the appointment of Debbie Clague to the Community Center Task Force.

Roll Call #20:

Ayes: Council Members Hix, Dennis, Miller, Acerra, Davis, and Cheesman, 6.

Nays: None

Absent: None

Abstain: Council Member White, 1.

Chairman declared the motion carried.

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

TOWN BUSINESS

23-9020

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

| Fund Title | Amount |
|-------------------------------|--------------------|
| Town Fund | \$865.73 |
| General Assistance Fund | \$12,233.00 |
| IMRF Fund | |
| Social Security/Medicare Fund | |
| Liability Fund | |
| Audit Fund | |
| Total | \$13,098.73 |

Roll Call #21:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Trustee White moved, seconded by Trustee Davis, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Miller left the meeting at 8:10 p.m.

Council Member White stated that he had hip surgery this year and didn't miss a meeting. It is important for him to be here and if he was still working, he would not have taken the job of a Council Member. Once he signed up to be on Council, it was his duty to be present. He stated that for him to skip a meeting is a disservice to constituents. He added that he does not believe the flag issue will stop with a flag code and that it is still going to create problems and division. He noted that he is a Christian, but believes this was wrong.

Council Member Miller returned to the meeting at 8:12 p.m.

Council Member White further stated that he appreciated the proclamation that was made today and noted that his brother-in-law is handicapped and lives in Walsh Terrace. Going to work each day is one of the high points of his day, as well as cutting grass. He added that there are people here in America that have their agendas and it is only about them and not about

everybody. With the flag tonight, the City has started down a slippery slope that could have consequences and ramifications. Personal agendas are self-centered and that some should be looking in the mirror. He stated that one of these days, if others are not in control, someone is going to do the same thing to you; they will think about themselves and not you. He hopes others get off their high horse and make sure they think about other people. His motto is that it is not about him, but about what he can do for someone else.

Council Member White left the meeting at 8:13 p.m.

Council Member Acerra thanked the Mayor and City for recognizing and making an official proclamation for National Disability Employment Awareness Month. She also made the request for another proclamation so that both entities can have one. She also encouraged any employers to consider working with these organizations. She noted that Thrive has moved to more of an in-placement service and their employees work at a job site. Bridgeway has the ability to do outsourcing but believes they do a little bit of both.

Council Member Acerra also wanted to comment regarding the idea that one shouldn't be employed if they are on the City Council. She stated that it can be a challenge at times and that she travels with her job but tries to get to as many events as possible. Even within the city, there may be multiple events at the same time and choices have to be made. She stated that certainly when you're working, that is your first obligation. Nonetheless, she does her very best to get to every event, and she would like to think that our City would value people such as herself and other Council Members who have employment during the day. She closed by saying that she thinks it adds to the color of their experience and that they can then bring that to their service to the City.

Council Member Davis stated that she thinks Council Member White's comment was more a reflection of his own experience with time management and she agrees that it is difficult when having a job. She noted that for this reason, it gives her all that much more appreciation for those on the Council who work and those who attend other community engagements. She reiterated that she voted no on the flag resolution because she does not want to send a message to anyone in Galesburg with a uterus that the City wants to control their private medical decisions. She feels that this is the root of what tonight was about and she stands behind that 100%.

Council Member White returned to the meeting at 8:17 p.m.

Council Member Cheesman congratulated Mr. Hanson and his family. He also agrees with many of the comments said regarding National Disability Employment Awareness Month and the wonderful work the organizations do in our community. He added that many on the City Council and the Mayor try to support all events as much as possible, and if they miss something it is not because they aren't supportive of it. Several events this weekend he attended included the NAACP Gala, which is a terrific and noble event. Also, there was an event with the Knox County Sheriff's Department raising money for their canine unit and public safety.

Council Member Cheesman stated that he is glad to see that the City is going to move toward a flag policy and that Council has dropped the ball on this. The approach that is being used now in his opinion is untenable and the Council will never be able to take care of the requests without some type of division or disagreement. He noted that when a member says that they are supporting something, it is not automatically that they are against something else. His vote tonight was simply a fairness vote because the City had already allowed it and not a lack of concern for women.

Council Member Hix welcomed Mr. and Mrs. Hanson and their family and is looking forward to working with him. He also stated that he works for himself and is fortunate that he is in real estate. However, that can be a double-edged sword when many times in the middle of an afternoon he doesn't have any appointments but on Saturday and Sunday when everybody else who has an eight to five job is off, he is working the entire weekend.

Council Member Dennis also congratulated Eric Hanson and his family and agreed that a flag policy is needed.

Council Member Miller welcomed the Hanson family and is excited to start working with Eric. He reiterated that he has visited each City department and it makes it easier to have the knowledge to vote on items, such as the trucks on the agenda tonight. He also reminded everyone to be careful on the roads during harvest season.

Mayor Schwartzman stated that due to a lot of turnover in Administration, a flag policy hasn't been a top priority. He is glad that the direction is to move quickly and expediently with the policy because of the realization of how important it is. He added that it's important because tonight he doesn't think there were any winners. Abortion is one of the most divisive issues that we have in our country today and that the issue was brought to the City Council, which is not where it belongs. His hope is that a flag ordinance will clarify what types of flags will be flown and we can move forward.

The Mayor reiterated what's already been said which was a unanimous vote for Mr. Hansen to come here in a few months. This is a very important vote and we are very fortunate to have someone of his caliber who will be leading our city. He wanted to recognize that this Council worked together as a united body to screen Mr. Hansen and then ultimately recruit him and bring him here. He also noted that the Hawthorne pool reopened, which is a \$4 million commitment that this Council and previous Councils have made. City staff spent a lot of time on this project as well and it was a wonderful ribbon cutting ceremony and he thanked Elizabeth Varner for organizing it. There are many people who frequent the pool and hopefully new people will start as well in the near future. Galesburg is unique to have the type of nautical facilities in a city of our size and we should boast that and recruit others.

Mayor Schwartzman also reported that he was happy to attend the NAACP Gala over the weekend and believes there were 280 people at the event; the largest attendance they have ever had. There were dignitaries from across the state and it was a beautiful gathering of people from different political and moral persuasions, especially as it relates to the issues that were

discussed tonight. He added that we are all united and supportive of each other and that is all positive.

He closed by saying that he is aware that some people's assessments of their homes are coming in the mail and they are getting sticker shock because they're seeing large increases. This is a very important issue to him and he would like to direct the city to look into that issue and ensure that the assessments were done properly.

There being no further business, Council Member White moved, seconded by Council Member Dennis, to adjourn the regular meeting at 8:28 p.m.

Roll Call #22:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, manufacturing has historically represented one of the largest economic sectors in Illinois, with an annual economic output of more than \$580 billion and directly employing 9.5 percent of Illinois' total workforce; and,

WHEREAS, more than 14,000 manufacturing companies call Illinois home and employ more than 650,000 Illinoisans in every corner of the state; and,

WHEREAS, Illinois' manufacturing industry represents a key pillar of the state's economy, encompassing a diverse employment base across a wide range of industry subsectors adding more than 16,000 jobs since 2010; and,

WHEREAS, the growing manufacturing industry offers Illinoisans an opportunity to secure good-paying jobs and help meet future challenges, and create new and innovative products that move our state into the future; and,

WHEREAS, Illinois' annual celebration of manufacturing in our state emphasizes the new technologies, infrastructures, and expansions consisting of a more vibrant and robust workforce that offers excellent career opportunities, and recognizes with deep appreciation the vital role manufacturing plays in every Illinois community as well as its ongoing contributions to our economy;

THEREFORE, I, Peter D. Schwartzman, Mayor of the City of Galesburg, do hereby proclaim October 2023 as Manufacturing Month in Galesburg and encourage local collaborative efforts that are safely designed to expand knowledge about and improve general public perception of manufacturing careers and the industry's overall value to Illinois and our economy. Manufacturing Month is for students, their parents, educators, and all residents to celebrate the contributions manufacturers make to the fabric of our state's communities and assure the continued success of local events highlighting Manufacturing Month in Illinois.

Dated this 16th day of October 2023.

Mayor Peter D. Schwartzman

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, the American Physical Therapy Association in observing October as National Physical Therapy month and the theme for this year's celebration is the "Value of PT." Its meaning goes beyond the costs savings of physical therapy to highlight the ways physical therapy improves quality of life.

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

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

THEREFORE, I, Peter D. Schwartzman, Mayor of the City of Galesburg, due hereby proclaim the month of October as

PHYSICAL THERAPY MONTH

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

Dated this 16th day of October 2023.

Mayor Peter D. Schwartzman

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 16, 2023**

AGENDA ITEM: Resolution accepting a grant from the Illinois Housing Development Authority's Strong Communities Program Round 2.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development and the Housing Program Coordinator recommend approval of the Resolution accepting a grant from the Illinois Housing Development Authority's (IHDA) Strong Communities Program Round 2.

BACKGROUND: The City requested the full \$750,000 limit and was awarded \$562,000, in the Illinois Housing Development Authority's Strong Communities Program Round 2. The City of Galesburg was awarded \$175,000 in Round 1 of the IHDA Strong Communities Program in 2021. The City fully expended the grant funds from Round 1.

Funding from this grant can be used for new or past expenditures for work completed back to January 2022 and up to December 2023 for demolition, removal of garbage, debris, nuisance trees, yard waste, etc. Eligible properties must be residential, in a residential zone and abandoned. Ineligible properties include legally occupied residences, historically registered properties, commercial, industrial, agricultural or mixed use properties with residential units. The City will primarily utilize these funds to be reimbursed for demolition projects in 2022 and 2023 but can also utilize these funds for weed and trash abatement on abandoned properties.

As part of the normal granting process, IHDA requires a Council Resolution to accept the grant. The resolution authorizes the Mayor and the City Clerk to execute necessary documents on behalf of the City of Galesburg for this grant program.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Resolution Accepting a Grant from IHDA.

RESOLUTION DATED October 16, 2023

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM - ROUND 2.

WHEREAS, the City of Galesburg (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program Round 2 (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act") and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed five hundred and sixty-two thousand and 00/100 dollars (\$562,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Recipient and the City Clerk of the Recipient (the "Signatories") are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Signatories are hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements, or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

(Signature page follows)

PASSED BY THE CITY OF GALESBURG CITY COUNCIL, STATE OF ILLINOIS

Approved this ____ day of _____, 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
OCTOBER 16, 2023**

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 2024 calendar year.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the Motor Fuel Tax Maintenance Resolution for 2024 material purchases.

BACKGROUND: For the 2024 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, 2024 to December 31, 2024. The total of the resolution is \$430,000. Salt is purchased based on a contract with the State of Illinois and will be brought for approval at a future meeting for the 2023-2024 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 2024 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, 23-01003-62-GM

BE IT RESOLVED, by the Council of the City of Galesburg Illinois that there is hereby appropriated the sum of four hundred thirty thousand and 00/100 Dollars (\$430,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 to 12/31/24

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 10/16/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of October, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

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

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 16, 2023**

AGENDA ITEM: Agreement to provide certain computer services to the Galesburg Board of Elections.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Finance and Information Systems recommend approval.

BACKGROUND: The proposed agreement has been updated and provides that the City will maintain network access, email accounts, antivirus and security software, and other applications for the Galesburg Board of Elections.

BUDGET IMPACT: The Galesburg Board of Elections will pay an annual maintenance fee of \$2,505.

SUPPORTING DOCUMENTS:

1. Agreement

**AGREEMENT TO PROVIDE CERTAIN COMPUTER SERVICES TO
THE GALESBURG BOARD OF ELECTIONS**

Introduction

1. "City" means the City of Galesburg, a municipal corporation, located in the City of Galesburg, Knox County, Illinois.
2. "GBEA" means the Galesburg Board of Elections, located in Knox County, Illinois.
3. The purpose of this agreement is to set forth the understanding between the City and the GBEa concerning certain computer services to be provided by the City to the GBEA.

City Covenants

1. The City will install and provide hardware and software support on all GBEA computers. City included items will include but not be limited to:
 - a. Network access / security
 - b. Email accounts (Google Workspace)
 - c. Antivirus and security software
 - d. Certain business applications (example: Office360)
 - e. IT support
 - f. Internet access and firewalling
2. The City agrees to maintain the technological connection between the City and the GBEA including above listed services.
3. The City will complete its services to the GBEA during normal business hours unless special arrangements have been approved by the IT Manager.
4. The City will provide appropriated system access and security support and may include but is not limited to the following additional requirements:
 - a. MFA (Multi-factor authentication)
 - b. Additionally required security training (example: KnowBe4)
 - c. Comply with all City security standards including standards for password handling complexity

GBEA Covenants

1. All employees will agree, in writing, to obey the City's Internet and E-mail policy. A copy of the current policy is attached hereto and incorporated by reference. The City will monitor the use of all Computer, Internet and E-mail through its normal network monitoring and inventory scanning systems.
2. The GBEA shall pay for all software licensing on services provided by the City. The City, will retain ownership of all software licensing purchased by IT and will be reimbursed through the GBEA

3. For the fiscal year ending December 31, 2023, the GBEA shall pay an annual maintenance fee, excluding any software licensing on services, of \$2,505 for support during the fiscal year. The annual maintenance fee shall be reviewed and updated annually.

Termination

Either party may terminate this agreement by giving thirty (30) days notice to the other party in writing. Notice may be by regular mail. If the City desires to terminate this agreement, it shall send notice to the Executive Director. If the Galesburg Board of Elections desires to terminate this agreement, it shall send a notice to the City Manager and the Director of Finance and Information Systems.

CITY OF GALESBURG

BY: _____, MAYOR

ATTEST:

CITY CLERK

DATE: _____

GALESBURG BOARD OF ELECTIONS

BY: _____, CHAIRMAN,
GALESBURG BOARD OF ELECTIONS

ATTEST:

EXECUTIVE DIRECTOR

DATE: _____

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 16, 2023**

AGENDA ITEM: Agreement to provide certain computer services to the Town of the City of Galesburg.

SUMMARY RECOMMENDATION: The Interim City Manager and Director of Finance and Information Systems recommend approval.

BACKGROUND: The proposed agreement has been updated from 2001, which provides that the City will maintain network access, email accounts, antivirus and security software, and other applications for the Town of the City of Galesburg.

BUDGET IMPACT: The Town of the City of Galesburg will pay an annual maintenance fee of \$1,920.

SUPPORTING DOCUMENTS:

1. Agreement

**AGREEMENT TO PROVIDE CERTAIN COMPUTER SERVICES TO
THE TOWN OF THE CITY OF GALESBURG**

Introduction

1. "City" means the City of Galesburg, a municipal corporation, located in the City of Galesburg, Knox County, Illinois.
2. "Town" means the Town of the City of Galesburg, located in Knox County, Illinois.
3. The purpose of this agreement is to set forth the understanding between the City and the Town concerning certain computer services to be provided by the City to the Town.

City Covenants

1. The City will install and provide hardware and software support on all Township computers excluding any software applications and services provided by Knox County. City included items will include but not be limited to:
 - a. Network access / security
 - b. Email accounts (Google Workspace)
 - c. Antivirus and security software
 - d. Certain business applications (example: Office360)
 - e. IT support
 - f. Internet access and firewalling
2. The City agrees to maintain the technological connection between the City and the Town including above listed services.
3. The City will complete its services to the Township during normal business hours unless special arrangements have been approved by the IT Manager.
4. The City will provide appropriated system access and security support and may include but is not limited to the following additional requirements:
 - a. MFA (Multi-factor authentication)
 - b. Additionally required security training (example: KnowBe4)
 - c. Comply with all City security standards including standards for password handling complexity

Town Covenants

1. All employees will agree, in writing, to obey the City's Internet and E-mail policy. A copy of the current policy is attached hereto and incorporated by reference. The City will monitor the use of all Computer, Internet and E-mail through its normal network monitoring and inventory scanning systems.

2. The Town shall pay for all software licensing on services provided by the City. The City, will retain ownership of all software licensing purchased by IT and will be reimbursed through the Township
3. For the fiscal year ending December 31, 2023, the Town shall pay an annual maintenance fee, excluding any software licensing on services, of \$1,920 for support during the fiscal year. The annual maintenance fee shall be reviewed and updated annually.

Termination

Either party may terminate this agreement by giving thirty (30) days notice to the other party in writing. Notice may be by regular mail. If the City desires to terminate this agreement, it shall send notice to the Township Supervisor. If the Town desires to terminate this agreement, it shall send a notice to the City Manager and the Director of Finance and Information Systems.

CITY OF GALESBURG

BY: _____, MAYOR

ATTEST:

CITY CLERK

DATE: _____

TOWN OF THE CITY OF GALESBURG

BY: _____, TOWNSHIP SUPERVISOR

ATTEST:

TOWN CLERK

DATE: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

TO: City Council
FROM: Mayor Peter Schwartzman
DATE: October 16, 2023
SUBJECT: New Commission Appointment

COMMISSION

TERM EXPIRES

Youth Commission

Madison Springer, Senior at Galesburg Junior Senior High School

December 2024



Accounts Payable

Transactions by Account

User: shelms
 Printed: 10/10/2023 - 10:14AM
 Batch: 00016.10.2023

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|--------------------------------------|--|------------|----------|-------|
| 001-0000-10407-00 | Amanda Jennings | Cell Phone Allowance - AJennings | 09/30/2023 | 15.00 | |
| 001-0000-10407-00 | Stratus Networks, Inc | 10/23 Service Acct# 7483 | 10/09/2023 | 494.02 | |
| 001-0000-10801-00 | Nichols Diesel Service, Inc | Fuel Filters | 09/30/2023 | 306.08 | |
| 001-0000-10801-00 | Valley Distribution Corp. | Engine Oil, Gear Lube | 09/30/2023 | 1,253.62 | |
| 001-0000-20102-00 | Stratus Networks, Inc | 10/23 Service Acct# 7382 | 10/09/2023 | 1,333.92 | |
| | | Subtotal for Divison: 0000 | | 3,402.64 | |
| 001-0105-54000-00 | Dwight White | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0105-54000-00 | Bradley Hix | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0105-54000-00 | Steve Cheesman | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0105-54000-00 | W Wayne Dennis | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0105-54500-00 | Heather Acerra | Lodging-Meals-Trasportation-Mileage-IML Conf.Chicago IL-HAce | 10/10/2023 | 539.50 | |
| | | Subtotal for Divison: 0105 | | 659.50 | |
| 001-0110-54000-00 | Cathy St George | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0110-61000-00 | Office Specialists, Inc. | Coffee, Cups | 10/09/2023 | 30.04 | |
| | | Subtotal for Divison: 0110 | | 60.04 | |
| 001-0115-54000-00 | Kelli Bennewitz | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0115-61000-00 | Office Specialists, Inc. | Sign/Date Flags | 10/09/2023 | 27.58 | |
| | | Subtotal for Divison: 0115 | | 57.58 | |
| 001-0120-54000-00 | Janet Lytle | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0120-54000-00 | Jessica Pease | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0120-61000-00 | Office Specialists, Inc. | Return of Envelopes | 10/09/2023 | -73.73 | |
| | | Subtotal for Divison: 0120 | | -13.73 | |
| 001-0145-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 49.50 | |
| 001-0145-51010-00 | Law Offices of Miller, Hall & Triggs | 09/23 Legal Services | 10/09/2023 | 2,428.53 | |
| 001-0145-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 99.00 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
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| 001-0145-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 45,390.86 | |
| 001-0145-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 731.60 | |
| 001-0145-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 49.50 | |
| Subtotal for Divison: 0145 | | | | <u>48,748.99</u> | |
| 001-0160-59516-00 | Jeffrey R Cervantez | 09/23 AV Services | 10/09/2023 | 360.00 | |
| 001-0160-59521-00 | Knox County Humane Society | 11/23 Animal Control Contract | 10/09/2023 | 19,510.00 | 0000092360 |
| Subtotal for Divison: 0160 | | | | <u>19,870.00</u> | |
| 001-0205-51000-00 | US Sterling Capital Corp., Inc. | Corebank | 10/09/2023 | 367.16 | |
| 001-0205-54000-00 | Tanya Billeter | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-54000-00 | Bobbi Chockley | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-54000-00 | Denise Hensley | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-54000-00 | Tifani Miller | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-54000-00 | Sharon Heiden | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-54000-00 | Gloria Osborn | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0205-61000-00 | Office Specialists, Inc. | Toner | 10/09/2023 | 91.70 | |
| Subtotal for Divison: 0205 | | | | <u>638.86</u> | |
| 001-0207-54000-00 | Kerzi Peterson | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0207-54000-00 | Orlando Lucero | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0207-55800-00 | Helm Mechanical / Helm Service | Replace Evaporator Fan Motor - Water Dept IT Unit | 10/09/2023 | 912.24 | |
| 001-0207-61700-00 | Office Specialists, Inc. | Flash Drives | 10/09/2023 | 59.97 | |
| 001-0207-61700-00 | Galesburg Electric, Inc. | Batteries for Locating | 10/09/2023 | 15.00 | |
| Subtotal for Divison: 0207 | | | | <u>1,047.21</u> | |
| 001-0305-51500-00 | Gatehouse Media | Ads- Notice to Bidders - Acct# 857927 | 10/09/2023 | 73.64 | |
| 001-0305-54000-00 | Stephen Gugliotta | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| Subtotal for Divison: 0305 | | | | <u>103.64</u> | |
| 001-0306-54000-00 | Tammera Matejewski | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0306-54000-00 | Eric Heiden | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0306-54000-00 | Robert Elsbury | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0306-54000-00 | Richard Slagel | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Weeds/Yard Waste - 870 Monmouth Blvd | 10/09/2023 | 800.00 | |
| 001-0306-55400-00 | Werner Restoraton Services, Inc. | Board Up Services - 1150 W Carl Sandburg | 10/09/2023 | 696.69 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 1218 N Broad St | 10/09/2023 | 42.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 582 Yates | 10/09/2023 | 256.00 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
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| 001-0306-55400-00 | Werner Restoraton Services, Inc. | Board Up Services - 129 W North | 10/09/2023 | 357.22 | |
| 001-0306-55400-00 | Kendall Zimmerman | Minimum Charge - 862 Monmouth Blvd | 10/09/2023 | 30.00 | |
| 001-0306-55400-00 | Werner Restoraton Services, Inc. | Board Up Services - 84 Division | 10/09/2023 | 585.97 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 239 S Cherry | 10/09/2023 | 1,937.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 587 Monmouth | 10/09/2023 | 513.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Call out Charge - 1695 S Cherry | 10/09/2023 | 30.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 824 Abingdon | 10/09/2023 | 42.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Weeds/Yard Waste - 1717 Harrison St | 10/09/2023 | 400.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 442 N West | 10/09/2023 | 36.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose Weeds, Yard Waste - 56 Fulton | 10/09/2023 | 350.00 | |
| 001-0306-55400-00 | Werner Restoraton Services, Inc. | Board Up Services - 239 S Cherry St | 10/09/2023 | 317.34 | |
| 001-0306-55400-00 | Werner Restoraton Services, Inc. | Board Up Services - 559 Union St | 10/09/2023 | 357.22 | |
| 001-0306-55400-00 | Kendall Zimmerman | Remove/Dispose - Debris/Trash - 590 N Cedar | 10/09/2023 | 36.00 | |
| 001-0306-55400-00 | Kendall Zimmerman | Call Out Charge - 1295 E North | 10/09/2023 | 90.00 | |
| 001-0306-61000-00 | Office Specialists, Inc. | Batteries | 10/09/2023 | 36.25 | |
| Subtotal for Divison: 0306 | | | | 7,032.69 | |
| 001-0410-54000-00 | Jamie West | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0410-54000-00 | Brayden Bledsoe | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0410-54000-00 | Aaron Gavin | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0410-54000-00 | Matthew Kirgan | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0410-55800-00 | Infotech Inc | Appia Construction Administrative Software | 10/09/2023 | 8,400.00 | 0000092543 |
| 001-0410-61000-00 | Office Specialists, Inc. | Tape Dispenser, Tabs | 10/09/2023 | 18.94 | |
| 001-0410-61000-00 | Office Specialists, Inc. | Binders, Highlighters | 10/09/2023 | 11.78 | |
| Subtotal for Divison: 0410 | | | | 8,550.72 | |
| 001-0445-54000-00 | Myron Miller | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0445-55500-00 | Nichols Diesel Service, Inc | State & Fed Test #157 | 10/09/2023 | 59.51 | |
| 001-0445-55500-00 | Nichols Diesel Service, Inc | State & Fed Test #163 | 10/09/2023 | 86.74 | |
| 001-0445-55500-00 | Moore Tires, Inc | Replace Rear Tires #155 | 10/09/2023 | 3,200.82 | |
| 001-0445-55500-00 | Heritage-Crystal Clean, LLC | Used Oil Pickup | 10/09/2023 | 93.75 | |
| 001-0445-55500-00 | Valley Distribution Corp. | Core Charge | 09/30/2023 | 20.00 | |
| 001-0445-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 20.00 | |
| 001-0445-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 82.08 | |
| 001-0445-62500-00 | Midwest Wheel Companies | Air Brake Hose #157 | 10/09/2023 | 57.22 | |
| 001-0445-62500-00 | Napa Auto Parts | Return Tie Rod #606 | 10/09/2023 | -79.49 | |
| 001-0445-62500-00 | Martin, Inc | Filter Kit #170 | 10/09/2023 | 156.17 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
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| 001-0445-62500-00 | Advance Auto Parts | Filter Kit #170 | 10/09/2023 | 52.65 | |
| 001-0445-62500-00 | Advance Auto Parts | Blower Motor #600 | 10/09/2023 | 95.39 | |
| 001-0445-62500-00 | Pomp's Tire - Galesburg | Tires #188 | 10/09/2023 | 294.60 | |
| 001-0445-63000-00 | Midstate Manufacturing, Inc. | Hose Assembly, Ferrule, NPTF Solid | 10/09/2023 | 108.62 | |
| 001-0445-63000-00 | Batterton Auto Supply | Steel Weights, Centech Repair | 10/09/2023 | 59.37 | |
| 001-0445-63000-00 | Advance Auto Parts | Diesel Exhaust Fluid | 10/09/2023 | 19.31 | |
| 001-0445-63000-00 | Airgas Mid America Inc | Soapstone, Electrode Stick | 10/09/2023 | 140.48 | |
| 001-0445-63000-00 | Advance Auto Parts | Electric Fuel Pump | 10/09/2023 | 68.84 | |
| 001-0445-67500-00 | Aramark Uniform Serv. Inc. | Work Pants | 10/09/2023 | 231.92 | |
| | | | | Subtotal for Divison: 0445 | 4,797.98 |
| 001-0450-51500-00 | Gatehouse Media | Ads- Notice to Bidders - Acct# 857927 | 10/09/2023 | 141.74 | |
| 001-0450-54000-00 | Justin McNaught | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0450-54000-00 | JR Knaack | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0450-54000-00 | Marc McMahan | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0450-55500-00 | Nichols Diesel Service, Inc | Bled Brakes and Cleared Codes | 10/09/2023 | 264.00 | |
| 001-0450-55500-00 | Galesburg Welding, Inc | Repair Alum Trailer | 10/09/2023 | 105.00 | |
| 001-0450-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 40.00 | |
| 001-0450-61000-00 | Office Specialists, Inc. | Toner | 10/09/2023 | 200.70 | |
| 001-0450-62500-00 | Nichols Diesel Service, Inc | Oil Pressure Switch #108 | 10/09/2023 | 177.69 | |
| 001-0450-62500-00 | Advance Auto Parts | Oil Filter #102 | 10/09/2023 | 2.62 | |
| 001-0450-62500-00 | Nichols Diesel Service, Inc | Slack Adjuster #114 | 10/09/2023 | 132.11 | |
| 001-0450-66500-00 | Galesburg Electric, Inc. | Screwdriver | 10/09/2023 | 18.36 | |
| | | | | Subtotal for Divison: 0450 | 1,172.22 |
| 001-0505-51000-00 | Gatehouse Media | Ads- Notice to Bidders - Acct #867518 | 10/09/2023 | 360.00 | |
| 001-0505-51500-00 | Stanard & Associates, Inc | Entry Level Firefighter Selection Tests | 10/09/2023 | 310.00 | |
| | | | | Subtotal for Divison: 0505 | 670.00 |
| 001-0510-51000-00 | Animal Medical Center | Wellness Exam , Shots, Medicine - Dax | 10/09/2023 | 713.20 | |
| 001-0510-51500-00 | AD Scott Company, LLC | The Burg - Fall Police Testing Ads | 10/09/2023 | 130.00 | |
| 001-0510-54000-00 | Anthony Oligney-Estill | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Jason Shaw | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Kyle A Winbigler | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Ryne Sage | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Mark McLaughlin | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Lane Mings | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Christopher Hootman | Cell Phone Allowance | 09/30/2023 | 30.00 | |

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| 001-0510-54000-00 | Patrick Kisler | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Kevin Legate | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Russell Idle | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Bryan Anderson | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54000-00 | Steffanie Cromien | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0510-54500-00 | Ricardo Torres | Meals - REID Interviews - Peoria IL - RTorres | 10/09/2023 | 28.00 | |
| 001-0510-54500-00 | Travis Smith | Meals - Police Strategy & Tactics - Champaign IL -TSmith | 10/09/2023 | 155.00 | |
| 001-0510-54500-00 | Matthew Howard | Meals - Crash Investigation #1 , Silvis, IL - MHoward | 10/09/2023 | 85.00 | |
| 001-0510-54500-00 | Royce Kunkle | Mileage Reimbursement - RKunkle | 10/09/2023 | 199.12 | |
| 001-0510-54500-00 | Matthew Howard | Meals - REID Interviews, Peoria IL - MHoward | 10/09/2023 | 28.00 | |
| 001-0510-54500-00 | Matthew Howard | Meals - Crash Investigation #1 , Silvis, IL - MHoward | 10/09/2023 | 85.00 | |
| 001-0510-54500-00 | Allison Buccalo | Meals - Crash Investigation #1 - Silvis IL - ABuccalo | 10/09/2023 | 85.00 | |
| 001-0510-54500-00 | Allison Buccalo | Meals - Crash Investigation #1 - Silvis IL - ABuccalo | 10/09/2023 | 85.00 | |
| 001-0510-55500-00 | Municipal Electronics Inc | Replace - LCD, Power Cord Resolder Ground Wiring, Labor | 10/09/2023 | 627.59 | |
| 001-0510-57000-00 | Secretary of State | Notary Renewal - DC Legate | 10/09/2023 | 15.00 | |
| 001-0510-57500-00 | JSLK Management Iowa LLC | 09/07 - Anderson, 09/26 Anderson | 10/09/2023 | 20.50 | 0000092359 |
| 001-0510-61000-00 | Office Specialists, Inc. | Notebooks | 10/09/2023 | 48.82 | |
| 001-0510-67500-00 | Ray O'Herron Co., Inc. | Shirts - ASchlomer | 10/09/2023 | 319.01 | |
| 001-0510-67500-00 | Ray O'Herron Co., Inc. | Sleeve Braid | 10/09/2023 | 46.76 | |
| 001-0510-67500-00 | Ray O'Herron Co., Inc. | Pants - DKubis | 10/09/2023 | 161.98 | |
| Subtotal for Divison: 0510 | | | | 3,192.98 | |
| 001-0550-54000-00 | Amanda Jennings | Cell Phone Allowance | 09/30/2023 | 15.00 | |
| 001-0550-54000-00 | Cameron Lemaster | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0550-61000-00 | Office Specialists, Inc. | Copy Paper, Pens, Folders, Correction Tape, Hanging Folders | 10/09/2023 | 352.95 | |
| 001-0550-85902-00 | Radio IP Software, Inc | VPN Client | 10/09/2023 | 800.00 | |
| 001-0550-85902-00 | Southern Computer Warehouse | Computer back end equipment to operate City/County car and body | 10/09/2023 | 212.06 | 0000092425 |
| Subtotal for Divison: 0550 | | | | 1,410.01 | |
| 001-0605-54000-00 | Derek Perry | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54000-00 | John Seitz | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54000-00 | Jennifer Moser | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54000-00 | Randy Hovind | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54000-00 | David Farrell | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54000-00 | Donald Brackett | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 001-0605-54500-00 | Chever Harkey | Credit for Mileage-IFSI Academy Wk 1 - Champaign IL- CHARkey | 10/09/2023 | -189.95 | |
| 001-0605-54500-00 | Chever Harkey | IFSI Academy Wk 2 - Champaign IL- CHARkey | 10/09/2023 | 155.00 | |

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| 001-0605-54500-00 | Chever Harkey | IFSI Academy Wk 3 - Champaign IL- CHARkey | 10/09/2023 | 155.00 | |
| 001-0605-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 20.00 | |
| 001-0605-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 20.00 | |
| 001-0605-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 20.00 | |
| 001-0605-57500-00 | Midwest Uniform Supply, Inc | Embroidery - CHARkey | 10/09/2023 | 30.00 | |
| 001-0605-57500-00 | Midwest Uniform Supply, Inc | Embroidery - MLewis | 10/09/2023 | 20.00 | |
| 001-0605-61700-00 | CDW Computer Centers, Inc. | IPads, IPad Bags | 10/09/2023 | 1,009.57 | |
| 001-0605-62500-00 | Nichols Diesel Service, Inc | Filter Kit #53 | 10/09/2023 | 478.67 | |
| 001-0605-62500-00 | Nichols Diesel Service, Inc | Air Dryer Filter #51 | 10/09/2023 | 108.38 | |
| 001-0605-62500-00 | Napa Auto Parts | White Grease #51 | 10/09/2023 | 24.98 | |
| 001-0605-62500-00 | Mutual Wheel Co., Inc. | Marker Light #53 | 10/09/2023 | 48.80 | |
| 001-0605-62500-00 | Napa Auto Parts | Air Filter #51 | 10/09/2023 | 242.99 | |
| 001-0605-62500-00 | Advance Auto Parts | Filter Kit #51 | 10/09/2023 | 97.79 | |
| 001-0605-62500-00 | Advance Auto Parts | Oil Filter #53 | 10/09/2023 | 32.54 | |
| 001-0605-62500-00 | Alexis Fire Equipment Co., Inc. | Tire Pressure Monitors, Bulbs | 10/09/2023 | 34.60 | |
| 001-0605-62500-00 | Alexis Fire Equipment Co., Inc. | Light Bulbs, End Caps | 10/09/2023 | 43.46 | |
| 001-0605-65000-00 | Office Specialists, Inc. | Trash Bags | 10/09/2023 | 42.04 | |
| 001-0605-65000-00 | Office Specialists, Inc. | Toilet Paper | 10/09/2023 | 15.23 | |
| 001-0605-65000-00 | Office Specialists, Inc. | Paper Towels, Masks, Laundry Detergent | 10/09/2023 | 208.74 | |
| 001-0605-65000-00 | Office Specialists, Inc. | Paper Towels | 10/09/2023 | 31.49 | |
| 001-0605-65500-00 | Galesburg Electric, Inc. | Fusetron, Vinyl Tape | 10/09/2023 | 51.35 | |
| 001-0605-67500-00 | Ray O'Herron Co., Inc. | Badge | 10/09/2023 | 88.14 | |
| 001-0605-67500-00 | Ray O'Herron Co., Inc. | Name Bar - DClayton | 10/09/2023 | 20.12 | |
| 001-0605-67500-00 | Ray O'Herron Co., Inc. | CPT Collar Brass - DClayton | 10/09/2023 | 56.12 | |
| 001-0605-67500-00 | Haley Stevenson | Shorts - HStevenson | 10/09/2023 | 104.00 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Embroidery - KSampier | 10/09/2023 | 72.00 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Hat , Embroidery - JPedigo | 10/09/2023 | 190.00 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Embroidery - AJohnson | 10/09/2023 | 152.60 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Hat, Embroidery - DRogers | 10/09/2023 | 120.50 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Embroidery | 10/09/2023 | 66.30 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Pants - JGrodjesk | 10/09/2023 | 79.98 | |
| 001-0605-67500-00 | Municipal Emergency Services, Inc | Gloves | 10/09/2023 | 1,649.47 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Pants - KSampier | 10/09/2023 | 119.98 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Embroidery - JBrignall | 10/09/2023 | 235.98 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Pants - JBrignall | 10/09/2023 | 59.99 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Pants - DRogers | 10/09/2023 | 79.98 | |
| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Shirts, Embroidery - JGrodjesk | 10/09/2023 | 250.60 | |

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| 001-0605-67500-00 | Midwest Uniform Supply, Inc | Pants - CHarkey | 10/09/2023 | 179.97 | |
| 001-0605-68500-00 | Linde Gas & Equipment Inc | Oxygen, Labor and Delivery Charge | 10/09/2023 | 414.01 | |
| 001-0605-68600-00 | Office Specialists, Inc. | Gloves | 10/09/2023 | 72.02 | |
| 001-0605-68600-00 | Office Specialists, Inc. | Gloves | 10/09/2023 | 81.84 | |
| 001-0605-68600-00 | Office Specialists, Inc. | Respirators | 10/09/2023 | 37.20 | |
| Subtotal for Divison: 0605 | | | | 7,011.48 | |
| Subtotal for Fund 001 | | | | 108,412.81 | |
| 011-0000-66000-00 | Galesburg Builders Supply, Inc | Add'l Portland Cement Concrete supply for 2023 | 10/09/2023 | 259.00 | 0000092331 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 195.75 | 0000092332 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 1,024.44 | 0000092332 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 279.38 | 0000092332 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 498.38 | 0000092332 |
| 011-0000-66000-00 | Tickle Asphalt Co., Ltd. | Asphalt supply for 2023 | 10/09/2023 | 686.80 | 0000092327 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 372.25 | 0000092332 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 249.19 | 0000092332 |
| 011-0000-66000-00 | Roanoke Concrete Products Co | Portland cement concrete supply for 2023 | 10/09/2023 | 638.75 | 0000092332 |
| 011-0000-66000-00 | Tazewell County Asphalt Co, Inc | Asphalt supply for 2023 | 10/09/2023 | 915.75 | 0000092326 |
| Subtotal for Divison: 0000 | | | | 5,119.69 | |
| Subtotal for Fund 011 | | | | 5,119.69 | |
| 013-0000-20103-00 | JC Dillon, Inc | Retainage - Phase VI of lead service line replacements | 10/09/2023 | -22,855.30 | |
| 013-0000-20103-00 | Hein Construction Co, Inc | Retainage - HT Custer Park Renovations | 10/09/2023 | -14,975.00 | |
| 013-0000-76000-00 | Hein Construction Co, Inc | HT Custer Park Renovations | 10/09/2023 | 149,750.00 | 0000092495 |
| 013-0000-76000-00 | Farnsworth Group, Inc. | Construction Admin Services - HT Custer Park Renovations | 10/09/2023 | 2,077.78 | 0000092502 |
| 013-0000-76000-00 | Farnsworth Group, Inc. | Engineering/Architectural Services - Lancaster Park Renovations | 10/09/2023 | 18,500.00 | 0000092503 |
| 013-0000-76000-00 | Hutchison Engineering, Inc | Preliminary Engineering for the Simmons St Streetscape & Parking | 10/09/2023 | 14,913.25 | 0000092510 |
| 013-0000-83100-00 | JC Dillon, Inc | Phase VI of lead service line replacements | 10/09/2023 | 228,553.00 | 0000092400 |
| Subtotal for Divison: 0000 | | | | 375,963.73 | |
| Subtotal for Fund 013 | | | | 375,963.73 | |
| 014-0000-51000-00 | Geotechnics | Material testing for the 2023 construction season | 10/09/2023 | 2,680.00 | 0000092389 |
| 014-0000-51000-00 | Klingner & Associates P.C. | Bridge Inspections | 10/09/2023 | 352.00 | |
| 014-0000-55700-00 | Johnson Trucking & Blacktopping, I | Seal Public Parking Lots O, F, and B | 10/09/2023 | 15,542.67 | 0000092537 |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|---------------------------------------|---|------------|-------------------------|------------|
| 014-0000-55700-00 | Liqui-Green Lawn & Tree Care | Rev. Sibley Underpass - Summer, Fall Application | 10/09/2023 | 285.00 | |
| 014-0000-55700-00 | JJ&TS, Inc | Early Fall Weed & Feed Service | 10/09/2023 | 166.25 | |
| 014-0000-64500-00 | Galesburg Electric, Inc. | Lights for Downtown | 10/09/2023 | 190.12 | |
| 014-0000-64500-00 | Sherwin Williams Co. | Paint | 10/09/2023 | 60.31 | |
| 014-0000-66000-00 | Roanoke Concrete Products Co | Controlled low strength material (CLSM) supply for 2023 | 10/09/2023 | 133.50 | 0000092337 |
| 014-0000-66000-00 | Roanoke Concrete Products Co | Controlled low strength material (CLSM) supply for 2023 | 10/09/2023 | 200.25 | 0000092337 |
| 014-0000-78010-00 | Gunther Construction Co., a div. of U | Irwin Street Roadway Portion (City Gas) | 10/09/2023 | 37,380.57 | 0000092523 |
| | | Subtotal for Divison: 0000 | | <u>56,990.67</u> | |
| | | Subtotal for Fund 014 | | <u><u>56,990.67</u></u> | |
| 015-0000-54500-00 | University of Illinois | Lodging - Police Strategy & Tactics 23-53 - TSmith | 10/09/2023 | 500.00 | |
| 015-0000-54500-00 | University of Illinois | Lodging - Police Tactical Firearms 23-62 - MMcLaughlin | 10/09/2023 | 500.00 | |
| 015-0000-55800-00 | PowerDMS Inc | ILEAP | 10/09/2023 | 650.00 | |
| | | Subtotal for Divison: 0000 | | <u>1,650.00</u> | |
| | | Subtotal for Fund 015 | | <u><u>1,650.00</u></u> | |
| 016-0000-54000-00 | Paul Vannaken | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 016-0000-54000-00 | Timothy Spitzer | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 016-0000-54000-00 | Travis Smith | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| | | Subtotal for Divison: 0000 | | <u>90.00</u> | |
| | | Subtotal for Fund 016 | | <u><u>90.00</u></u> | |
| 018-0000-65500-00 | Zarnoth Brush Works, Inc | Poly Tube K Broom, Disposable Gutter Broom | 10/09/2023 | 2,040.00 | |
| | | Subtotal for Divison: 0000 | | <u>2,040.00</u> | |
| | | Subtotal for Fund 018 | | <u><u>2,040.00</u></u> | |
| 019-0000-20102-00 | Stratus Networks, Inc | 10/23 Service Acct# 7382 | 10/09/2023 | 308.01 | |
| 019-0000-33385-00 | Cassy Girkin | Full Refund - Alcohol Securty Deposit 09/09 Wedding | 10/09/2023 | 300.00 | |
| | | Subtotal for Divison: 0000 | | <u>608.01</u> | |
| 019-1905-51500-00 | WMOI - FM | 09/23 Radio Ads | 10/09/2023 | 260.00 | |
| 019-1905-54000-00 | Angela Buchen | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1905-54000-00 | Elizabeth Varner | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1905-59511-00 | Galesburg Tourism Fund | 09/23 Tourism Agreement | 10/09/2023 | 15,833.33 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|----------------------------|--------------------------------------|--|------------|-----------|------------|
| Subtotal for Divison: 1905 | | | | 16,153.33 | |
| 019-1910-55700-00 | Dowers Roofing, Inc. | Repair Leak - Finance Office | 10/09/2023 | 662.00 | |
| 019-1910-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 30.00 | |
| 019-1910-65000-00 | Office Specialists, Inc. | Paper Towels | 10/09/2023 | 31.49 | |
| Subtotal for Divison: 1910 | | | | 723.49 | |
| 019-1911-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 30.00 | |
| 019-1911-55700-00 | Neil Thomas Plumbing & Heating, I | Repair Flushometers | 10/09/2023 | 325.90 | |
| 019-1911-55700-00 | Kone, Inc | Repair of Passenger Elevator | 10/09/2023 | 339.21 | |
| 019-1911-55700-00 | Office Specialists, Inc. | Repair of Floor Buffer | 10/09/2023 | 637.70 | |
| 019-1911-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 67.66 | |
| 019-1911-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 26.70 | |
| 019-1911-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 26.70 | |
| 019-1911-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 26.70 | |
| 019-1911-65000-00 | Office Specialists, Inc. | Trash Bags, Disinfectant | 10/09/2023 | 94.75 | |
| 019-1911-66000-00 | Office Specialists, Inc. | Toilet Paper Dispenser | 10/09/2023 | 52.38 | |
| Subtotal for Divison: 1911 | | | | 1,627.70 | |
| 019-1915-54000-00 | Aaron Young | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1915-54000-00 | Michael Markley | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1915-54000-00 | Don Miles | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1915-54000-00 | Jason Asbury | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1915-55700-00 | Getz Fire Equipment Co., Inc. | Annual Service Fire Extinguisher,Cover Fire Extinguisher, Instal | 10/09/2023 | 1,304.30 | |
| 019-1915-56000-00 | Terry Allen, Inc | Bersie Williams Area - Toilet Rental - 1 Regular Unit 4/1/23-10/ | 10/09/2023 | 80.00 | 0000092358 |
| 019-1915-56000-00 | Terry Allen, Inc | Peck Park - Toilet Rental - 1 Regular Unit 4/1/23-10/31/23. | 10/09/2023 | 80.00 | 0000092358 |
| 019-1915-56000-00 | Terry Allen, Inc | East Boat Ramp - Toilet Rental - 1 Regular Unit 1/1/23-12/31/23. | 10/09/2023 | 80.00 | 0000092358 |
| 019-1915-56000-00 | Terry Allen, Inc | Bersie Williams Area - Toilet Rental - One Day Rental. Dates TBD | 10/09/2023 | 65.00 | 0000092358 |
| 019-1915-57500-00 | Aramark Uniform Serv. Inc. | 10/23 Service | 10/09/2023 | 67.66 | |
| 019-1915-59300-00 | UniFirst First Aid Corp | Refill of Medical Supply Box | 10/09/2023 | 209.24 | |
| 019-1915-62500-00 | Martin, Inc | Deck Belt #541 | 10/09/2023 | 165.25 | |
| 019-1915-62500-00 | Martin, Inc | Seal Kit #522 | 10/09/2023 | 102.82 | |
| 019-1915-62500-00 | Martin, Inc | Filter Kit #515 | 10/09/2023 | 85.24 | |
| 019-1915-62500-00 | Martin, Inc | Gear Box #541 | 10/09/2023 | 1,253.42 | |
| 019-1915-62500-00 | Alta Construction Equipment Illinois | Fuel Filter Kit #507 | 10/09/2023 | 340.08 | |
| 019-1915-62500-00 | Advance Auto Parts | Door Handle Assy #505 | 10/09/2023 | 91.40 | |
| 019-1915-62500-00 | Advance Auto Parts | Air Filter #504 | 10/09/2023 | 9.67 | |
| 019-1915-62510-00 | Herr Petroleum Corp | 357.5 Gal Diesel #2, 621.5 Gal Unleaded Ethanol | 10/09/2023 | 3,344.81 | 0000092349 |

| Account Number | Vendor | Description | Date | Amount | PO No |
|----------------------------|--------------------------------|--|------------|-----------|------------|
| 019-1915-62510-00 | Herr Petroleum Corp | 524.3 Gal Diesel #2, 329.9 Gal Unleaded Ethanol | 10/09/2023 | 2,927.20 | 0000092349 |
| 019-1915-65500-00 | Game Time | Playground Equipment | 10/09/2023 | 3,811.06 | |
| 019-1915-65500-00 | Martin, Inc | Filler Cap | 10/09/2023 | 26.76 | |
| 019-1915-66000-00 | Galesburg Builders Supply, Inc | Sand Concrete, Mason Sand | 10/09/2023 | 2,212.07 | |
| 019-1915-66000-00 | Galesburg Builders Supply, Inc | Reinf Bars, Expansion Joints | 10/09/2023 | 163.40 | |
| 019-1915-66000-00 | Galesburg Builders Supply, Inc | CA-6 Stone | 10/09/2023 | 228.60 | |
| 019-1915-66000-00 | Galesburg Electric, Inc. | Heat Shrink, Vinyl Tape | 10/09/2023 | 54.60 | |
| Subtotal for Divison: 1915 | | | | 16,822.58 | |
| 019-1920-54000-00 | Bryan Luedtke | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1920-55700-00 | J.P. Benbow, Inc. | Fittings and Repair of Ice Machine | 10/09/2023 | 335.33 | |
| 019-1920-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 39.75 | |
| 019-1920-57500-00 | Aramark Uniform Serv. Inc. | 10/23 Service | 10/09/2023 | 39.75 | |
| 019-1920-62510-00 | Herr Petroleum Corp | 242.4 Gal Diesel #2, 292.4 Gal Unleaded Ethanol | 10/09/2023 | 1,849.38 | 0000092350 |
| 019-1920-62510-00 | Herr Petroleum Corp | 139.1 Gal Diesel #2, 210.3 Unleaded Ethanol | 10/09/2023 | 1,156.22 | 0000092350 |
| 019-1920-64125-00 | Atlantic Coca-Cola | Misc Concessions | 10/09/2023 | 646.04 | |
| 019-1920-64125-00 | Atlantic Coca-Cola | Misc Concessions | 10/09/2023 | 572.47 | |
| 019-1920-64125-00 | Butch's Pizza Inc. | Misc Pizzas | 10/09/2023 | 22.00 | |
| 019-1920-64125-00 | SCNS SPORTS FOODS | Misc Concessions | 10/09/2023 | 170.00 | |
| 019-1920-64125-00 | Smithfield Direct, LLC | Misc Concessions | 10/09/2023 | 128.70 | |
| 019-1920-65500-00 | MTI Distributing, Inc | Ring-Retaining, Balljoint, Arm-Pitch,Clamp,Light Bulb,Headlight | 10/09/2023 | 967.33 | |
| Subtotal for Divison: 1920 | | | | 5,956.97 | |
| 019-1925-56000-00 | Terry Allen, Inc | Campground - Toilet Rental - 4 Regular Units 4/13/23-10/16/23. I | 10/09/2023 | 320.00 | 0000092358 |
| Subtotal for Divison: 1925 | | | | 320.00 | |
| 019-1935-57500-00 | Aramark Uniform Serv. Inc. | 10/23 Service | 10/09/2023 | 454.48 | |
| 019-1935-57500-00 | Aramark Uniform Serv. Inc. | 08/23 Service | 10/09/2023 | 454.48 | |
| 019-1935-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 454.48 | |
| Subtotal for Divison: 1935 | | | | 1,363.44 | |
| 019-1940-51400-00 | Joseph Thompson Jr. | 05/23-08/23- Assigning Officials Adult Summer Softball League | 10/09/2023 | 440.00 | |
| Subtotal for Divison: 1940 | | | | 440.00 | |
| 019-1955-55700-00 | J.P. Benbow, Inc. | Float Assembly | 10/09/2023 | 356.47 | |
| 019-1955-66000-00 | Galesburg Electric, Inc. | Drill Bit, Box Cover, Light Bulbs | 10/09/2023 | 354.36 | |
| Subtotal for Divison: 1955 | | | | 710.83 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|----------------------------|-----------------------------|--|------------|-------------------------|------------|
| 019-1965-54000-00 | Roger Darst | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1965-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 20.00 | |
| 019-1965-57500-00 | Aramark Uniform Serv. Inc. | 10/23 - Service | 10/09/2023 | 36.74 | |
| 019-1965-57500-00 | Aramark Uniform Serv. Inc. | 09/23 Service | 10/09/2023 | 36.74 | |
| 019-1965-62500-00 | Scott Equipment, LLC | Belt #586 | 10/09/2023 | 65.00 | |
| 019-1965-62500-00 | Scott Equipment, LLC | Trans Axle #586 | 10/09/2023 | 973.49 | |
| Subtotal for Divison: 1965 | | | | <u>1,161.97</u> | |
| 019-1975-54000-00 | Cris Fones | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 019-1975-62500-00 | Nichols Diesel Service, Inc | Park Value #103 | 10/09/2023 | 223.68 | |
| Subtotal for Divison: 1975 | | | | <u>253.68</u> | |
| Subtotal for Fund 019 | | | | <u><u>46,142.00</u></u> | |
| 020-0000-55700-00 | Hutchison Engineering, Inc | Construction Engineering for the Taxiway B Rehabilitation projec | 10/09/2023 | 53,990.12 | 0000092568 |
| 020-0000-55700-00 | Hutchison Engineering, Inc | Construction Engineering for the Taxiway B Rehabilitation projec | 10/09/2023 | 14,464.65 | 0000092568 |
| 020-0000-55700-00 | Howe Overhead Doors, Inc. | Removed Existing Gate & Operator, Installed in New Location | 10/09/2023 | 4,275.00 | |
| 020-0000-55700-00 | Hutchison Engineering, Inc | Construction Engineering for the Taxiway B Rehabilitation projec | 10/09/2023 | 7,728.37 | 0000092568 |
| 020-0000-55700-00 | Sugden Electric | Supply Power to Gate - Galesburg Airport | 10/09/2023 | 2,800.00 | |
| 020-0000-62500-00 | Pomp's Tire - Galesburg | Tires #356 | 10/09/2023 | 633.00 | |
| 020-0000-62510-00 | Herr Petroleum Corp | 583.3 Gal Diesel #2 | 10/09/2023 | 2,167.40 | 0000092352 |
| 020-0000-66000-00 | Galesburg Electric, Inc. | Traffic Loop Sealer | 10/09/2023 | 415.05 | |
| Subtotal for Divison: 0000 | | | | <u>86,473.59</u> | |
| Subtotal for Fund 020 | | | | <u><u>86,473.59</u></u> | |
| 023-0000-51500-00 | Gatehouse Media | Ads- Notice to Bidders - Acct# 857927 | 10/09/2023 | 159.90 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 917 W Thrid St | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 950 S Henderson St | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 348 E Third St | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 100 S Whitesboro | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 476 Peck St | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 451 N Cherry St | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service - Title Search 61 N Elm St | 10/09/2023 | 247.50 | |
| 023-0000-55420-00 | Statham & Long, LLC | 08/23 Legal Service -Title Search 1000 Lancaster | 10/09/2023 | 150.00 | |
| 023-0000-55420-00 | Klingner & Associates P.C. | Asbestos - 770 E Berrien St,91 W Simmons,133 Locust,782 Berrien | 10/09/2023 | 5,007.42 | |
| 023-0000-83100-00 | Lambasio, Inc. | BTU Furnace - 853 E Fifth St | 10/09/2023 | 3,575.00 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|--------------------------------------|---|------------|-----------|------------|
| | | Subtotal for Divison: 0000 | | 10,039.82 | |
| | | Subtotal for Fund 023 | | 10,039.82 | |
| 024-0000-51000-00 | Klingner & Associates, P.C. - Archit | Professional Survey for Legal Description for TIF 6 | 10/09/2023 | 4,078.65 | 0000092462 |
| 024-0000-51000-00 | PGAV Planners LLC | Professional Services for Creating TIF 6 | 10/09/2023 | 1,575.00 | 0000092386 |
| 024-0000-66000-00 | Lacky Monument Co. | Remaking Bronze Plaques for Railroad Camp | 10/09/2023 | 3,336.00 | |
| 024-0000-83100-00 | Galesburg Heritage Days Living Hisi | External Agency Funding Process | 10/09/2023 | 8,000.00 | |
| 024-0000-83100-00 | Knox-Galesburg Symphony | External Agency Funding | 10/09/2023 | 7,000.00 | |
| | | Subtotal for Divison: 0000 | | 23,989.65 | |
| | | Subtotal for Fund 024 | | 23,989.65 | |
| 030-0000-20102-00 | Stratus Networks, Inc | 10/23 Service Acct# 7382 | 10/09/2023 | 131.10 | |
| | | Subtotal for Divison: 0000 | | 131.10 | |
| 030-0320-51500-00 | WGIL/WAAG/WLSR, Inc. | 09/23 Radio Ads | 09/30/2023 | 200.00 | |
| 030-0320-55500-00 | Galesburg Communications, Inc. | 08/23 - 11/23 - 800 Dispatch Service | 09/30/2023 | 408.24 | |
| 030-0320-55500-00 | Galesburg Communications, Inc. | 09/23-12/23 - MTM Data Service Plans | 09/30/2023 | 344.96 | |
| 030-0320-61000-00 | Office Specialists, Inc. | Labels | 09/30/2023 | 24.74 | |
| 030-0320-61000-00 | Office Specialists, Inc. | Pens, Note Pads, Copy Paper | 09/30/2023 | 194.60 | |
| 030-0320-62500-00 | Napa Auto Parts | Tie Rod Ends | 09/30/2023 | 97.28 | |
| 030-0320-62500-00 | Napa Auto Parts | Serpentine Belt | 09/30/2023 | 34.19 | |
| 030-0320-62500-00 | Napa Auto Parts | Shock Absorber | 09/30/2023 | 135.96 | |
| 030-0320-62500-00 | Napa Auto Parts | Drag Links, Tie Rod Ends, Steering Stabilizer | 09/30/2023 | 258.05 | |
| 030-0320-62500-00 | Napa Auto Parts | Bearing Set, Bearings | 09/30/2023 | 55.36 | |
| 030-0320-62500-00 | Napa Auto Parts | Oil Seals | 09/30/2023 | 50.84 | |
| 030-0320-62500-00 | Napa Auto Parts | Purple Power | 09/30/2023 | 14.99 | |
| 030-0320-62500-00 | Napa Auto Parts | Belts | 09/30/2023 | 50.98 | |
| 030-0320-62500-00 | Napa Auto Parts | Drain Plugs | 09/30/2023 | 4.78 | |
| 030-0320-62500-00 | Ford of Galesburg | Gear Asy | 09/30/2023 | 997.82 | |
| 030-0320-62510-00 | Herr Petroleum Corp | 139.7 Gal Unleaded Ethanol | 09/30/2023 | 438.72 | 0000092348 |
| 030-0320-62510-00 | Herr Petroleum Corp | 326.5 Gal Unleaded Ethanol | 09/30/2023 | 1,046.42 | 0000092348 |
| 030-0320-62510-00 | Herr Petroleum Corp | 374.5 Gal Unleaded Ethanol | 09/30/2023 | 1,176.09 | 0000092348 |
| 030-0320-62510-00 | Herr Petroleum Corp | 238 Gal Unleaded Ethanol | 09/30/2023 | 772.18 | 0000092348 |
| 030-0320-62510-00 | Herr Petroleum Corp | 217.9 Gal Unleaded Ethanol | 09/30/2023 | 698.37 | 0000092348 |
| 030-0320-66500-00 | Galesburg Communications, Inc. | Handheld Radios, Activation Fees | 09/30/2023 | 1,396.00 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|----------------------------|---------------------------------------|--|------------|------------------|------------|
| Subtotal for Divison: 0320 | | | | <u>8,400.57</u> | |
| 030-0370-51500-00 | Cintas, Inc | 09/23 Services | 09/30/2023 | 225.41 | |
| 030-0370-51500-00 | Cintas, Inc | 09/23 Services | 09/30/2023 | 182.58 | |
| 030-0370-51500-00 | WGIL/WAAG/WLSR, Inc. | 09/23 Radio Ads | 09/30/2023 | 200.00 | |
| 030-0370-54000-00 | Kraig Boynton | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 030-0370-55500-00 | Galesburg Communications, Inc. | 08/23 - 11/23 - 800 Dispatch Service | 09/30/2023 | 381.02 | |
| 030-0370-55500-00 | Nichols Diesel Service, Inc | State & Fed Tests #1301 #469 | 09/30/2023 | 115.25 | |
| 030-0370-55700-00 | Galesburg Termite & Pest Control In | 09/23 Semi Monthly Service | 09/30/2023 | 45.00 | |
| 030-0370-57500-00 | Cintas, Inc | 09/23 Services | 09/30/2023 | 146.14 | |
| 030-0370-61000-00 | ULINE | 45 Slot Mail Sorter | 09/30/2023 | 621.96 | |
| 030-0370-62500-00 | Batterton Auto Supply | Steel Weights, Brake Cleaner, Tire Paste, Valve, Backing Pad | 09/30/2023 | 141.72 | |
| 030-0370-62500-00 | Napa Auto Parts | Silicone Gasket Maker | 09/30/2023 | 22.65 | |
| 030-0370-62500-00 | Napa Auto Parts | Drag Link | 10/09/2023 | 79.59 | |
| 030-0370-62500-00 | Napa Auto Parts | Drag Link, Steering Stabilizer, Tie Rod Ends | 09/30/2023 | 258.05 | |
| 030-0370-62500-00 | Napa Auto Parts | Tie Rod Ends, Steering Stabilizer, Drag Links | 09/30/2023 | 516.10 | |
| 030-0370-62500-00 | Napa Auto Parts | Ball Joints | 10/09/2023 | 198.70 | |
| 030-0370-62500-00 | Napa Auto Parts | Boxed Capsules | 09/30/2023 | 43.77 | |
| 030-0370-62500-00 | Mack Sales & Service of Morton | Shoe Kits, Shoe Box Kits | 09/30/2023 | 392.00 | |
| 030-0370-62500-00 | Mack Sales & Service of Morton | Core Charges | 09/30/2023 | 48.00 | |
| 030-0370-62500-00 | Napa Auto Parts | Mat Pads | 09/30/2023 | 247.98 | |
| 030-0370-62500-00 | Thompson Truck & Trailer, Inc | Batteries, Core Charge | 09/30/2023 | 2,461.60 | |
| 030-0370-62500-00 | Thompson Truck & Trailer, Inc | Oil Gasket | 09/30/2023 | 158.42 | |
| 030-0370-62500-00 | Thompson Truck & Trailer, Inc | Core Return Charge | 09/30/2023 | -600.00 | |
| 030-0370-62510-00 | Herr Petroleum Corp | 358.5 Gal Diesel #2 | 09/30/2023 | 1,344.11 | 0000092348 |
| 030-0370-62510-00 | Herr Petroleum Corp | 524.3 Gal Diesel #2 | 09/30/2023 | 1,948.17 | 0000092348 |
| 030-0370-65500-00 | RILCO Fluid Care | Minearl Spirits Bulk | 09/30/2023 | 228.06 | |
| Subtotal for Divison: 0370 | | | | <u>9,436.28</u> | |
| Subtotal for Fund 030 | | | | <u>17,967.95</u> | |
| 049-0000-51000-00 | Klingner & Associates, P.C. - Archit | 140-144 E Main St: Demolition, Survey, Architectural, Bidding, & | 10/09/2023 | 3,352.00 | 0000092195 |
| 049-0000-83100-00 | Benedict Developers | TIF Incentive for improvements 185 S Kellogg St. | 10/09/2023 | 67,667.50 | 0000092035 |
| Subtotal for Divison: 0000 | | | | <u>71,019.50</u> | |
| Subtotal for Fund 049 | | | | <u>71,019.50</u> | |
| 052-0000-78070-00 | Gunther Construction Co., a div. of U | Irwin Street Sidewalk Portion | 10/09/2023 | 17,227.46 | 0000092523 |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|--------------------------------------|--|------------|-----------|------------|
| | | Subtotal for Divison: 0000 | | 17,227.46 | |
| | | Subtotal for Fund 052 | | 17,227.46 | |
| 054-0000-51000-00 | Klingner & Associates, P.C. - Archit | Design of Hawthorne Pool Renovation, Phase 2 | 10/09/2023 | 3,136.00 | 0000092549 |
| 054-0000-51000-00 | Lexipol | Annual Law Enforcement Policy Manual, daily training bulletins a | 10/09/2023 | 7,366.30 | 0000092520 |
| 054-0000-51000-00 | Lexipol | Annual Law Enforcement Policy Manual, daily training bulletins a | 10/09/2023 | 16,974.60 | 0000092520 |
| 054-0000-76000-00 | Klingner & Associates, P.C. - Archit | Professional services for HVAC replacement in PSB, 150 S Broad S | 10/09/2023 | 440.00 | 0000092206 |
| | | Subtotal for Divison: 0000 | | 27,916.90 | |
| | | Subtotal for Fund 054 | | 27,916.90 | |
| 057-0000-61700-00 | Office Specialists, Inc. | CRP replacement computer for Cathy St. George - Includes UPS | 10/09/2023 | 1,317.00 | 0000092545 |
| 057-0000-61700-00 | Office Specialists, Inc. | CRP replacement computer for Judy Simkins - Includes UPS and spe | 10/09/2023 | 1,334.00 | 0000092545 |
| 057-0000-61700-00 | Office Specialists, Inc. | CRP replacement computer for John Peters - Includes UPS | 10/09/2023 | 1,317.00 | 0000092545 |
| 057-0000-61700-00 | Office Specialists, Inc. | CRP replacement computer for Caitlyn Juraco - Includes UPS | 10/09/2023 | 1,317.00 | 0000092545 |
| | | Subtotal for Divison: 0000 | | 5,285.00 | |
| | | Subtotal for Fund 057 | | 5,285.00 | |
| 059-0000-55700-00 | Johnson Trucking & Blacktopping, I | Seal Voyles Parking Lot | 10/09/2023 | 6,598.80 | 0000092537 |
| | | Subtotal for Divison: 0000 | | 6,598.80 | |
| | | Subtotal for Fund 059 | | 6,598.80 | |
| 061-0000-10490-00 | Bonnie Cordle | Refund Deposit/Service Fee -for Florence Mackey 2170 Chappel Ave | 10/09/2023 | 180.00 | |
| 061-0000-20101-00 | ERIC GREAR | Refund Check 062687-000, 1691 MONROE ST | 10/04/2023 | 120.57 | |
| 061-0000-20101-00 | JIM MALOOF REALTY INC | Refund Check 067043-000, 2698 PARKWAY CT | 09/29/2023 | 97.10 | |
| 061-0000-20101-00 | CHRISTOPHER HANLEY | Refund Check 037415-000, 2018 CHRISTINE DR | 09/27/2023 | 125.68 | |
| 061-0000-20101-00 | DAVID HUTCHINGS | Refund Check 008702-002, 290 OHIO AVE | 09/28/2023 | 94.21 | |
| 061-0000-20101-00 | MCS REAL ESTATE LLC | Refund Check 005091-165, 155 W LOSEY ST LOWER | 10/04/2023 | 65.24 | |
| 061-0000-20101-00 | MORNINGSIDE ALLIANCE LLC | Refund Check 059064-010, 1315 N CEDAR ST | 09/28/2023 | 6.88 | |
| 061-0000-20101-00 | MCS REAL ESTATE LLC | Refund Check 005091-186, 266 E NORTH ST | 09/27/2023 | 117.50 | |
| 061-0000-20101-00 | MELVIN SMITH | Refund Check 006801-001, 462 EDWARDS AVE | 10/04/2023 | 36.04 | |
| 061-0000-20101-00 | ALESIA GILLAM | Refund Check 062065-000, 1514 W FERRIS ST | 10/04/2023 | 34.87 | |
| 061-0000-20101-00 | MICHAEL HENRY | Refund Check 006823-001, 207 WALNUT AVE | 10/04/2023 | 50.20 | |
| 061-0000-20101-00 | KEVIN MASTERSON | Refund Check 063824-000, 1158 BEECHER AVE | 10/04/2023 | 71.63 | |
| 061-0000-20101-00 | CASSY MIYLER | Refund Check 022789-012, 899 LAWRENCE AVE | 09/27/2023 | 110.33 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|-------------------------------------|--|------------|-----------|------------|
| 061-0000-20101-00 | JAMES HAWKINS JR | Refund Check 064218-000, 1347 BROWN AVE | 10/04/2023 | 5.73 | |
| 061-0000-20101-00 | BECKY SUE HAGERTY | Refund Check 022621-001, 1158 E BROOKS ST | 10/04/2023 | 103.37 | |
| 061-0000-20101-00 | AMBER HARRINGTON | Refund Check 063149-000, 2160 DANIEL DR NORTH | 10/04/2023 | 18.92 | |
| 061-0000-20101-00 | BRANDON HOLST | Refund Check 063058-000, 54 W CARL SANDBURG DR | 09/27/2023 | 32.50 | |
| 061-0000-20101-00 | JAMARE BRITTON | Refund Check 066067-000, 1048 W LOSEY ST | 09/27/2023 | 63.54 | |
| 061-0000-20101-00 | CTW | Refund Check 013197-000, 1172 MONROE ST | 09/27/2023 | 10.30 | |
| 061-0000-20101-00 | EDWIN DAHL | Refund Check 015450-002, 524 N FARNHAM ST | 10/04/2023 | 159.49 | |
| 061-0000-20101-00 | EDWIN DAHL | Refund Check 015450-002, 524 N FARNHAM ST | 10/04/2023 | 1.70 | |
| 061-0000-20101-00 | AMP ELECTRIC INC | Refund Hydrant Meter Deposit - Amp Electric Inc | 10/09/2023 | 222.80 | |
| 061-0000-20101-00 | RICHARD SHIMMIN | Refund Check 044149-000, 1783 FLORENCE AVE | 10/04/2023 | 16.26 | |
| 061-0000-20101-00 | LESTER SMITH JR | Refund Check 016643-001, 1220 PINE TREE LN | 09/27/2023 | 84.07 | |
| 061-0000-20101-00 | USA EXCAVATION & RECYCLIN | Refund Hydrant Meter Deposit - AMP Electric Inc | 10/09/2023 | 346.78 | |
| 061-0000-20101-00 | CURTIS SCHARFENBERG | Refund Check 066070-000, 388 LAWRENCE AVE | 10/04/2023 | 129.87 | |
| 061-0000-20101-00 | CHEYENNE JONES | Refund Check 060686-001, 1005 N FARNHAM ST | 10/04/2023 | 43.04 | |
| 061-0000-20101-00 | MATTHEW THIELBERT | Refund Check 057253-000, 1127 WILLARD ST | 10/04/2023 | 80.38 | |
| 061-0000-20101-00 | EVANDER WELLS | Refund Check 063942-000, 1248 N CHERRY ST | 09/28/2023 | 52.59 | |
| 061-0000-20101-00 | LEONARDO ORTIZ | Refund Check 066708-000, 85 S SEMINARY ST 2 | 10/04/2023 | 133.85 | |
| 061-0000-20102-00 | Stratus Networks, Inc | 10/23 Service Acct# 7382 | 10/09/2023 | 126.75 | |
| 061-0000-51000-00 | Klingner & Associates P.C. | ENGINEERING SERVICES TO IDENTIFY AND EVALUATE TW | 10/09/2023 | 2,625.00 | 0000092527 |
| 061-0000-51000-00 | Pace Analytical Services LLC | Guard Dog Management Fee | 10/09/2023 | 375.00 | |
| 061-0000-51000-00 | ARMARC/MunicipalH20 | MONTHLY MAINTENANCE FEE | 10/09/2023 | 350.00 | 0000092423 |
| 061-0000-51000-00 | Pace Analytical Services LLC | Water Testing | 10/09/2023 | 14.50 | |
| 061-0000-51000-00 | Pace Analytical Services LLC | Water Testing | 10/09/2023 | 711.00 | |
| 061-0000-51000-00 | Pace Analytical Services LLC | Water Testing | 10/09/2023 | 43.50 | |
| 061-0000-51000-00 | US Sterling Capital Corp., Inc. | The Upstate National Bank | 10/09/2023 | 241.97 | |
| 061-0000-51010-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 49.50 | |
| 061-0000-52000-00 | American Electric Power | 09/23 Service | 09/30/2023 | 10,758.48 | |
| 061-0000-54000-00 | Michael Mackey | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 061-0000-54000-00 | Jerami Brown | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 061-0000-54000-00 | Timothy Fey | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 061-0000-54000-00 | Mark Schwieter | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 061-0000-54000-00 | Shelby Schwieter | Cell Phone Allowance | 09/30/2023 | 30.00 | |
| 061-0000-55500-00 | IL Office of the State Fire Marshal | OPC Air Tank - Certificate, State Inspection Fee | 10/09/2023 | 95.00 | |
| 061-0000-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 30.00 | |
| 061-0000-55700-00 | Four Seasons Pest Control | 09/23 Service | 10/09/2023 | 55.00 | |
| 061-0000-55700-00 | Royal Cleaning Services | 10/23 Janitorial Services | 10/09/2023 | 510.00 | |
| 061-0000-61000-00 | Office Specialists, Inc. | Toner | 10/09/2023 | 70.00 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|-------------------------------------|---|------------|--------------------------|------------|
| 061-0000-61000-00 | Office Specialists, Inc. | Calendars | 10/09/2023 | 255.63 | |
| 061-0000-61000-00 | Office Specialists, Inc. | Mouse, Duster | 10/09/2023 | 109.79 | |
| 061-0000-61500-00 | American Security Cabinets | Keys | 10/09/2023 | 40.55 | |
| 061-0000-66000-00 | Core & Main | Couplings, Adapter | 10/09/2023 | 520.50 | |
| 061-0000-68500-00 | Industrial Specialties Llc | Bags of Wisprofloc N Miami | 10/09/2023 | 3,108.00 | |
| 061-0000-68500-00 | Hawkins, Inc | 2023 Liquid Chlorine for Water Division as per bid. This is a b | 10/09/2023 | 4,188.00 | 0000092306 |
| 061-0000-68500-00 | Univar Solutions USA, Inc. | 23% HYDROFLUOSILICIC ACID | 10/09/2023 | 11,415.00 | 0000092521 |
| | | Subtotal for Divison: 0000 | | <u>38,458.61</u> | |
| | | Subtotal for Fund 061 | | <u><u>38,458.61</u></u> | |
| 067-0000-20101-00 | EDWIN DAHL | Refund Check 015450-002, 524 N FARNHAM ST | 10/04/2023 | 2.43 | |
| 067-0000-20101-00 | ERIC GREAR | Refund Check 062687-000, 1691 MONROE ST | 10/04/2023 | 0.81 | |
| 067-0000-20101-00 | CHRISTOPHER HANLEY | Refund Check 037415-000, 2018 CHRISTINE DR | 09/27/2023 | 8.10 | |
| 067-0000-56000-00 | Terry Allen, Inc | Pickard Road - Toilet Rental - 1 Regular Unit 3/17/23-11/19/23. | 10/09/2023 | 80.00 | 0000092358 |
| 067-0000-59502-00 | Waste Management, Inc. | 09/23 Service Acct# 5-33430-33004 | 09/30/2023 | 171,962.92 | |
| 067-0000-59502-00 | Western Illinois Regional Council | 10/23 Service- Transporting Electronics for Recycling/Disposal | 10/09/2023 | 1,000.00 | |
| | | Subtotal for Divison: 0000 | | <u>173,054.26</u> | |
| | | Subtotal for Fund 067 | | <u><u>173,054.26</u></u> | |
| 078-0000-51000-00 | Mid-West Truckers Association, Inc. | Yearly Charge - 46 People | 10/09/2023 | 3,772.00 | |
| 078-0000-51000-00 | Mid-West Truckers Association, Inc. | Yearly Charge - 27 People | 10/09/2023 | 2,349.00 | |
| 078-0000-51000-00 | OSF Occupational Medicine | Pre Employment Exam | 10/09/2023 | 115.00 | |
| 078-0000-51000-00 | OSF Occupational Medicine | Pre Employment Exam | 10/09/2023 | 140.00 | |
| 078-0000-51000-00 | OSF Occupational Medicine | Pre Employment Exam | 10/09/2023 | 115.00 | |
| 078-0000-51000-00 | OSF Occupational Medicine | Pre Employment Exam | 10/09/2023 | 115.00 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 313.50 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 214.50 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 363.00 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 759.00 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 231.00 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 363.00 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 247.50 | |
| 078-0000-56535-00 | Bryon Fuller | Work Comp Expenses - Crutches, Prescriptions | 10/09/2023 | 149.86 | |
| 078-0000-56535-00 | James M Kelly, Attorney | 07/23 Legal Services | 10/09/2023 | 246.87 | |
| 078-0000-56535-00 | OSF Occupational Medicine | DOS 09/18/23 Patient Acct #0018532300 | 10/09/2023 | 180.09 | |

| Account Number | Vendor | Description | Date | Amount | PO No |
|-------------------|--------------------------|--|------------|----------------------------|-------|
| | | Subtotal for Divison: 0000 | | <u>9,674.32</u> | |
| | | Subtotal for Fund 078 | | <u><u>9,674.32</u></u> | |
| 091-0000-20101-00 | CHRISTOPHER HANLEY | Refund Check 037415-000, 2018 CHRISTINE DR | 09/27/2023 | 3.33 | |
| 091-0000-20101-00 | ERIC GREAR | Refund Check 062687-000, 1691 MONROE ST | 10/04/2023 | 0.33 | |
| 091-0000-20102-00 | Galesburg Sanitary Dist. | 07/23 Postage for Liens | 10/09/2023 | -5.15 | |
| 091-0000-20102-00 | Galesburg Sanitary Dist. | 10/23 - Sanitary District Fees - Less 3 % Collection Fee | 10/09/2023 | -17,774.24 | |
| 091-0000-20102-00 | Galesburg Sanitary Dist. | 09/23 Credit Card Processing Fees | 10/09/2023 | -2,869.21 | |
| 091-0000-20102-00 | Galesburg Sanitary Dist. | 07/23 Lien & Collection Fees | 10/09/2023 | -181.29 | |
| 091-0000-22003-00 | Galesburg Sanitary Dist. | 10/23 - Sanitary District Fees | 10/09/2023 | 592,474.53 | |
| | | Subtotal for Divison: 0000 | | <u>571,648.30</u> | |
| | | Subtotal for Fund 091 | | <u><u>571,648.30</u></u> | |
| | | Report Total: | | <u><u>1,655,763.06</u></u> | |

Advance Checks and ACH Payments as of 10/9/2023

| Check Date | Check # | Vendor Name | Description | Account # | Amount |
|-------------------|----------------|--------------------------------------|--|------------------|---------------|
| 9/28/2023 | 0 | Aquatic Renovation Systems, Inc | Indoor pool liner for Hawthorne Pool | 054-0000-75000 | 40,862.50 |
| 9/28/2023 | 0 | Aquatic Renovation Systems, Inc | Retainage - Indoor pool liner for Hawthorne Pool | 054-0000-20103 | (7,500.00) |
| 9/28/2023 | 0 | Chuck Humes | 09/27 - Umped Softball - 2 Games | 019-1940-51400 | 70.00 |
| 9/28/2023 | 0 | Dan Burgland | 09/27 - Umped Softball - 2 Games | 019-1940-51400 | 70.00 |
| 9/28/2023 | 0 | ECS Compliance Solutions | Indemnification | 078-0000-56535 | 1,000.00 |
| 9/28/2023 | 0 | G & M Distributors | Liquor for Golf Concessions | 019-1920-64125 | 304.50 |
| 9/28/2023 | 0 | Galesburg Tourism Fund | 07/23 - Tourism Agreement | 019-1905-59511 | 15,833.33 |
| 9/28/2023 | 0 | Greenlords Pharms LLC | Minority/ Women Owned Business Startup Incentive Greenlords Phar | 054-0000-83100 | 2,195.11 |
| 9/28/2023 | 98616 | Knox County Recorders Office | File 92 Weed/Trash/Demo Liens | 001-0160-51300 | 738.00 |
| 9/28/2023 | 98617 | Knox County Recorders Office | Recording Fees | 001-0160-51000 | 63.00 |
| 9/28/2023 | 98617 | Knox County Recorders Office | Recording Fees | 001-0160-51000 | 63.00 |
| 9/28/2023 | 0 | Law Offices of Miller, Hall & Triggs | 08/23 Legal Service | 001-0145-51010 | 412.50 |
| 9/28/2023 | 0 | Law Offices of Miller, Hall & Triggs | 08/23 Legal Service | 001-0145-51010 | 3,308.53 |
| 9/28/2023 | 98615 | Leslie Haynes | Settlement | 078-0000-56535 | 804.09 |
| 9/28/2023 | 0 | Mobile Team Training Unit IV | 01/24-7/24 - FY24 Membership Dues Mobile Team Training UnitIV | 001-0000-10701 | 2,295.00 |
| 9/28/2023 | 0 | Mobile Team Training Unit IV | 07/23 - 12/23 - FY24 Membership Dues Mobile Team Training UnitIV | 001-0510-55000 | 2,295.00 |
| 9/28/2023 | 0 | Pho Lover | Minority/ Woman Owned Business Startup Incentive | 054-0000-83100 | 10,000.00 |
| 9/28/2023 | 0 | Quadient Leasing USA, Inc | Postage for machine | 061-0000-10702 | 500.00 |
| 9/28/2023 | 98618 | Ridge & Downs PC | Settlement | 078-0000-56535 | 11,840.40 |
| 9/29/2023 | 0 | G & M Distributors | Liquor for Golf Course | 019-1920-64125 | 230.50 |
| 9/29/2023 | 0 | Quadient Leasing USA, Inc | Postage for machine | 061-0000-10702 | 500.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 019-1905-47500 | 165.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 078-0000-47500 | 14.40 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0120-47500 | 57.60 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 024-0000-47500 | 21.93 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0205-47500 | 208.80 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 017-0000-47500 | 14.40 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 014-0000-47500 | 72.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0550-47500 | 108.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 030-0320-47500 | 54.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0510-47500 | 453.60 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 061-0000-47500 | 197.25 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 018-0000-47500 | 45.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0306-47500 | 202.26 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0410-47500 | 144.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 030-0370-47500 | 54.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0605-47500 | 216.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0110-47500 | 64.80 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0305-47500 | 20.46 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0207-47500 | 61.20 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 023-0000-47500 | 5.40 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0115-47500 | 72.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 067-0000-47500 | 1.80 |

| | | | | | |
|-----------|-------|--------------------------------------|---|--------------------|----------------------|
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 019-1920-47500 | 72.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0445-47500 | 36.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 020-0000-47500 | 7.20 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Life Insurance premium | 001-0450-47500 | 63.00 |
| 10/3/2023 | 0 | Dearborn National Life Insurance Co. | 10/23 Vision Insurance premium | 078-0000-20315 | 2,919.53 |
| 10/5/2023 | 0 | Bella Vida Hair Studio LLC | Minority/ Woman owned Busines Startup incentive | 054-0000-83100 | 2,524.75 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 UB Web payment credit card processing fees | 067-0000-51000 | 1,760.01 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 Pay pad processing fees | 061-0000-51000 | 1,198.39 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 Pay pad processing fees | 001-0410-51000 | 20.26 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 Pay pad processing fees | 001-0115-51000 | 89.72 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 Pay pad processing fees | 067-0000-51000 | 599.22 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 Pay pad processing fees | 001-0306-51000 | 20.26 |
| 10/5/2023 | 0 | Bluefin Payment Systems | 09/23 UB Web payment credit card processing fees | 061-0000-51000 | 3,520.01 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1905-51000 | 318.34 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1930-51000 | 39.51 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1960-51000 | 31.14 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1925-51000 | 532.75 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1945-51000 | 50.90 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 051-0000-51000 | 4.62 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1950-51000 | 126.79 |
| 10/5/2023 | 0 | Cardconnect | 09/23 Card Connect credit card fees | 019-1935-51000 | 68.90 |
| 10/5/2023 | 0 | Chuck Humes | 10/03 - Umped Softball - 2 Games | 019-1940-51400 | 70.00 |
| 10/5/2023 | 0 | Dan Burgland | 10/03 - Umped Softball- 2 Games | 019-1940-51400 | 70.00 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 078-0000-51000 | 39.64 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 019-1905-51000 | 4.10 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 052-0000-51000 | 163.30 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 061-0000-51000 | 20.64 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 058-0000-51000 | 20.64 |
| 10/5/2023 | 0 | Farmers & Mechanics Bank | 09/23 F&M Trust Fees | 001-0205-51000 | 80.98 |
| 10/5/2023 | 0 | Jonna Lee | Minority/ Woman owned Busines Startup incentive | 054-0000-83100 | 3,000.00 |
| 10/5/2023 | 98708 | Knox County Recorders Office | Total 4 Water/Sewer/Refuse Liens Filed | 061-0000-51000 | 63.00 |
| 10/5/2023 | 98708 | Knox County Recorders Office | File 8 Weed/Trash /Demo Liens | 001-0160-51300 | 75.00 |
| 10/5/2023 | 98708 | Knox County Recorders Office | Release 17 Property Maint Liens | 001-0160-51300 | 150.00 |
| 10/5/2023 | 98709 | Stuard & Associates, Inc | Annual Elevator Re-Inspection | 019-1935-55700 | 75.00 |
| 10/5/2023 | 0 | Terracon | 08/06 - 08/19 - Direct Project Labor | 026-0000-51000 | 536.25 |
| 10/5/2023 | 0 | Terracon | 04/16 - 08/05 - Direct Project Labor | 026-0000-51000 | 1,451.25 |
| 10/5/2023 | 0 | Vibrant Life Coaching LLC | Minority/ Woman owned Busines Startup incentive | 054-0000-83100 | 2,004.99 |
| 10/5/2023 | 0 | Wells Fargo Merchant Services | 09/23 Credit Card Fees | 019-1920-51000 | 2,714.28 |
| 10/5/2023 | 20093 | Western Illinois Regional Council | Rehab Administration Inspections - DCEO HELP Grant DCEO2018-001 | 013-0000-51000 | 3,259.82 |
| 10/6/2023 | 0 | David Helvey | non safety toe boots | 001-0605-67500 | 109.98 |
| 10/6/2023 | 0 | G & M Distributors | Liquor for Golf Course | 019-1920-64125 | 45.00 |
| 10/6/2023 | 0 | G & M Distributors | Liquor for Golf Course | 019-1920-64125 | 381.50 |
| 10/6/2023 | 0 | Kyle Sampier | non safety toe boots & laces | 001-0605-67500 | 149.24 |
| 10/6/2023 | 0 | Matt Lewis | non safety toe boots | 001-0605-67500 | 91.00 |
| | | | | Grand Total | \$ 116,718.27 |

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 16, 2023**

AGENDA ITEM: Ordinance amending Chapter 37 of the Galesburg Municipal Code regarding the display of flags on City property and uniforms.

SUMMARY RECOMMENDATION: The Interim City Manager recommends approval.

BACKGROUND: This ordinance has been requested by the Mayor and City Council and provides that City employees, representatives, and volunteers only fly or otherwise display on or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform or City provided clothing, no flag other than one of the following flags:

- a. The flag of the United States;
- b. The flag of the State of Illinois;
- c. A flag bearing the City of Galesburg seal;
- d. The National League of Families POW/MIA flag (36 U.S.C. §902); and
- e. Service flags of the United States Military or official flags of government officials (including other national/state flags or official flags of the office holder), when appropriate for events or occasions, provided that Service flags and government official flags are not to be displayed on a day-to-day basis, but only for the purpose of the event or occasion.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Ordinance

**AN ORDINANCE AMENDING CHAPTER 37 OF THE GALESBURG CITY CODE REGARDING
DISPLAY OF FLAGS ON CITY PROPERTY AND UNIFORM**

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

WHEREAS, the City has identified the need to define the proper display of flags on City property to protect Free Speech rights by preventing viewpoint discrimination and ensuring equal application of the law to all without favor; and

WHEREAS, the Mayor and City Council desire to update and revise the City Code to provide for the proper and allowable display of flags on City property and uniform;

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

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

SECTION TWO: Section 37.30 of the Galesburg City Code is created, and shall hereafter read as follows:

37.30 DISPLAY OF FLAGS ON CITY PROPERTY AND UNIFORM

- A. It is the policy of the City to promote respect for the flag of the United States of America, as well as proving the appropriate honor to all flags displayed on City property by establishing a policy governing the display of flags on City property and uniform.
- B. It is also the policy of the City to uphold the founding principles of Freedom of Speech and Equal Protection such that no citizen believes that the City engages in viewpoint discrimination, nor government speech against individuals' personally held beliefs.
- C. It is the intent of this policy to promote a positive message of unity within the City, avoiding political division, disparagement, or discrimination.
- D. This policy applies to all property, buildings, facilities, and vehicles owned or controlled by the City, and the uniform or City provided clothing of all individuals employed by, who represent, or who volunteer with the City, unless otherwise contradicted by statute or contract.
- E. The City, its employees, representatives, and volunteers shall only fly or otherwise

display on or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform or City provided clothing, no flag other than one of the following flags, used by the United States of America, the State of Illinois, and the City of Galesburg as official government symbols:

- a. The flag of the United States;
 - b. The flag of the State of Illinois;
 - c. A flag bearing the City of Galesburg seal;
 - d. The National League of Families POW/MIA flag (36 U.S.C. §902); and
 - e. Service flags of the United States Military or official flags of government officials (including other national/state flags or official flags of the office holder), when appropriate for events or occasions, provided that Service flags and government official flags are not to be displayed on a day-to-day basis, but only for the purpose of the event or occasion.
- F. For all flags flown or otherwise displayed on or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform or City provided clothing, the City, its employees, representatives, and volunteers shall follow all applicable United States Code and Illinois State statutes governing the display and care of flags and shall only fly or otherwise display the flags authorized herein in accordance with the applicable code and statutes.
- G. On or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform or City provided clothing:
- a. No other flag shall be placed above the flag of the United States and no other flag shall be larger than the flag of the United States when flown or displayed together.
 - b. When the flag of the United States is displayed together with another flag, the flag of the United States shall be displayed in the highest point of honor, which is typically in front, above, and to the flag's right.
 - c. If displayed with more than one other flag, the flag of the United States shall be displayed in the highest point of honor, which is typically the center.
 - d. When flown or displayed with other flags, the flag of the United States shall always be hoisted or displayed first, and lowered or removed last.
- H. On or over City owned, leased, or controlled property, buildings, or facilities where provisions for flag flying or display exist, the flag of the United States shall be displayed on all days. The flag of the United States shall be flown at City Hall daily. (4 U.S.C. §4e).
- I. On or over City owned, leased, or controlled property, buildings, or facilities, no flag shall be flown or displayed other than the flag of the United States without also flying or displaying the flag of the United States.
- J. On or over City owned, leased, or controlled property, buildings, or facilities where provisions for flag flying or display exist, flags shall be flown or displayed at half staff in

the following manner:

- a. May 15—half-staff all day for all flags;
 - b. Last Monday in May—half-staff until noon for all flags;
 - c. September 11—half-staff all day for all flags;
 - d. December 7—half-staff all day for all flags;
 - e. At the direction of the President of the United States for all flags;
 - f. At the request of the Governor of the State of Illinois for all flags; and
 - g. At any other lawful time directed by the Mayor for Galesburg’s flag.
- K. On or over City owned, leased, or controlled property, buildings, or facilities, when a flag is to be flown or displayed, it should be hoisted briskly and lowered ceremoniously.
- L. On or over City owned, leased, or controlled property, buildings or facilities, when a flag is to be flown or displayed at half staff, the flag will first be hoisted to the peak briskly, then lowered to the half-staff position. Prior to being taken down, the flag shall again be hoisted to the peak, prior to being fully lowered.
- M. On or over City owned, leased, or controlled property, buildings or facilities, when displayed or flown at night, flags must be lit.
- N. No advertising shall be fastened to any pole, staff, or halyard from which a flag is flown on or over City owned, leased, or controlled property, buildings, or facilities.
- O. For all flags flown or otherwise displayed on or over City owned, leased, or controlled property, buildings, facilities, or vehicles, or on any uniform or City provided clothing, the order of precedence is:
- a. The flag of the United States;
 - b. The flag of the State of Illinois;
 - c. The National League of Families POW/MIA flag;
 - d. A flag bearing the City of Galesburg seal;
 - e. The flag of visiting dignitaries/officials; and
 - f. Service flags in their order of precedence (Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard).

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

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

SECTION FIVE: Should federal or Illinois’ state law come into conflict with any of the provisions herein, federal or state law shall preempt and govern.

Approved this _____ day of _____ 2023, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter D. Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG
COUNCIL LETTER
OCTOBER 16, 2023**

AGENDA ITEM: Amended ordinance authorizing the General Obligation Bonds, Series 2023 proceeds to be used for various projects.

SUMMARY RECOMMENDATION: The amended ordinance is provided for council consideration to authorize the use of the General Obligation Bonds, Series 2023 proceeds for the Irwin Street storm sewer and street reconstruction, asphalt resurfacing projects, and a community center.

BACKGROUND: Members of the City Council provided direction to Administration to work with bond counsel to amend the 2023 general obligation bonds to use the bond proceeds for the following projects:

- Irwin Street storm sewer and street reconstruction, \$550,000
- Community Center costs \$2,500,000
- Asphalt resurfacing projects \$1,950,000

The asphalt resurfacing projects would include such streets as the following:

| Street | From | To |
|-------------------|------------------------|-----------------|
| Meadow Lark | Oriole | Bluebird |
| Bluebird | Farnham Street | Dead End |
| Cardinal | Oriole | Meadow Lark |
| Flamingo | Farnham Street | Oriole |
| East Losey Street | Florence Ave | Farnham Street |
| South Street | Academy Street | Kellogg Street |
| East Losey Street | Broad Street | Seminary Street |
| Spruce | Bridge | Hawkinson |
| Bridge | Spruce | Dead End |
| Castlebury Pl | South Lake Storey Road | Dead End |
| Buckingham Road | South Lake Storey Road | Dead End |
| Canterbury Ct. | Winchester Cr | Cul-de-Sac |
| Whitehaven Cr. | Buckingham Road | - |
| Whitehaven Cr. | - | Buckingham Road |
| Buckingham Road | Whitehaven Cr | Dead End |

BUDGET IMPACT: The proceeds from the 2023 general obligation bonds will be used to pay for the projects listed above.

SUPPORTING DOCUMENTS:

1. Authorizing Ordinance

ORDINANCE NO. _____

SECOND ORDINANCE AMENDING ORDINANCE NUMBER 23-3692 OF
THE CITY OF GALESBURG, ILLINOIS

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

Section 1. Authority and Purpose. This ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 for the purpose of amending Ordinance Number 23-3692 adopted by the City Council on March 6, 2023 and entitled: “Ordinance Authorizing the Issuance of General Obligation Bonds, Series 2023, of the City of Galesburg, Illinois” (the “Bond Ordinance”) and replacing Ordinance Number 23-3704 adopted by the City Council on August 7, 2023 and entitled: “Ordinance Amending Ordinance Number 23-3692, of the City of Galesburg, Illinois”

Section 2. Text of Amendment. Section 1 of the Bond Ordinance is amended to read as follows:

“**Section 1. Authority and Purpose.** This ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970, and authorizes the issuance of the \$4,920,000 principal amount of General Obligation Bonds, Series

2023 (the “2023 Bonds”) of the City of Galesburg, Illinois (the “City”), for the purpose of financing the following projects (herein called the “Project”):

1. Storm sewer and reconstruction work on Irwin Street, at an estimated cost of \$550,000
2. Costs of acquisition, construction or renovation of an existing facility for the purpose of a community center, at an estimated cost of \$2,500,000
3. Asphalt resurfacing of existing public roads in the City’s Wards 1-7, at an estimated cost of \$1,950,000

The foregoing purposes are a public purpose and are authorized to be made or undertaken by the City of Galesburg, Illinois.”

Section 3. Ratification. All actions heretofore taken by and on behalf of the City pursuant to the authority of the Bond Ordinance are hereby ratified and confirmed.

Section 4. Ordinance to Constitute a Contract. The provisions of the Bond Ordinance, as amended by this ordinance, shall constitute a contract between the City and the registered owners of the 2023 Bonds. The Bond Ordinance, as amended by this ordinance, shall constitute full authority for the issuance of the 2023 Bonds and to the extent that the provisions of the Bond Ordinance, as so amended, conflict with the provisions of any other ordinance or resolution of the City, the provisions of the Bond Ordinance, as amended by this ordinance, shall control.

If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Publication. The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

Section 6. Effective Date. This ordinance shall become effective upon its passage and approval.

Adopted this 6th day of November, 2023, by roll call vote as follows:

Ayes:

Nays:

Approved: November 6, 2023

Mayor

Published in pamphlet form: November 7, 2023

(SEAL)

Attest:

City Clerk

CERTIFICATE

I, Kelli Bennewitz, City Clerk of the City of Galesburg, Illinois, hereby certify that the foregoing ordinance entitled: “Second Ordinance Amending Ordinance Number 23-3692 of the City of Galesburg, Illinois,” is a true copy of an original ordinance that was duly passed and adopted by the recorded affirmative votes of a majority of the members of the City Council of the City at a meeting thereof that was duly called and held at 5:30 p.m. on November 6, 2023, in the Council Chambers at City Hall, 55 West Tompkins, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance signed by the Mayor on November 6, 2023, and thereafter published in pamphlet form on November 7, 2023 and recorded in the Ordinance Book of the City and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120, and was continuously available for public review during the 48 hour period preceding the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this _____ day of November, 2023.

(SEAL)

City Clerk

**COUNCIL LETTER
CITY OF GALESBURG, ILLINOIS
OCTOBER 16, 2023**

AGENDA ITEM: Resolution to determine the 2023 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 2022 property tax levy extension be passed.

BACKGROUND: Prior to the first and second readings of the Property 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 2022 tax extension and thus does not require a truth in taxation public hearing.

SUPPORTING DOCUMENTATION:

1. Resolution to determine the 2023 Tax Levy

RESOLUTION TO DETERMINE ESTIMATED 2023 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 2023 tax levy does not exceed ten million one hundred ninety-three thousand three hundred six (\$10,193,306) which is not more than 105% of the aggregate extensions for the 2022 tax levy, which was about \$9,707,911.

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

Approved this 16th day of October, 2023, 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
OCTOBER 16, 2023**

AGENDA ITEM: Grant Agreement between the City of Galesburg and the Knox County Housing Authority.

SUMMARY RECOMMENDATION: The Interim City Manager recommends the City Council approve a grant agreement with the Knox County Housing Authority in an amount not to exceed \$60,000 for operation of an overnight winter shelter.

BACKGROUND: In partnership with the Salvation Army, the Knox County Housing Authority proposes to operate an overnight winter shelter. Through this collaborative alliance, the shelter will provide low-barrier access to a warm and safe place to sleep overnight, as well as provide referrals and connections to services that support recovery, housing security, food and nutritional stability, and mental health.

The anticipated dates of operation will be November 1, 2023 – April 30, 2024, from 6:00 p.m. – 7:00 a.m. daily. It is anticipated the shelter will be located at 525/527 Iowa Court, with the community room at Moon Towers, 525 West Tompkins Street, serving as the back-up location, if there are any delays in the Iowa Court location being prepared at the start of the project time period.

The Grant Agreement is attached for review and includes the proposed project scope and budget. Expenses covered include estimated costs for day-to-day staffing, operation and administration of the shelter.

BUDGET IMPACT: There are sufficient funds available in the Planning Fund.

SUPPORTING DOCUMENTS:

1. Grant Agreement

GRANT AGREEMENT

This Agreement is made and entered into by and between the City of Galesburg (“City”) an Illinois home rule municipal corporation, located in Knox County Illinois, and Knox County Housing Authority, a unit of county government (“Grant Recipient”);

WHEREAS, Knox County Housing Authority is adept in dealing with the issues of homelessness; and

WHEREAS, the City of Galesburg would like to provide assistance to Knox County Housing Authority to addresses homelessness in Galesburg; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until; the Grant Recipient has completed and is in compliance with all the requirements of this Agreement

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

1.0 **Definitions.** The following terms are given the stated meaning:

1.1 **City** means the City of Galesburg, an Illinois home rule municipal corporation, located in Knox County, Illinois.

1.2 **Eligible Costs.** Eligible Costs means those costs which can be audited by the City; are directly attributable to activities identified in Attachment A – Winter Warming Shelter 2023/2024 Budget Statement.

1.3 **Grant Award.** Grant Award means funds not to exceed \$60,000.00 awarded to the Grant Recipient

1.3.1 The Grant Award supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Grant Award.

1.3.2 The Grant Award may specify an award amount and other terms and conditions that are different from, or in addition to, those proposed in the Project Scope.

1.4 **Project.** Project means the project or activities described in Attachment B - Project Scope.

1.5 **Request for Payment.** Request for Payment means a complete request submitted, by no later than May 31, 2024, in the format specified by the City for payment of funds from a Grant Award.

1.6 **Total Award.** Total Award means the total dollar amount approved for Grant Recipient, which is a total amount not to exceed \$60,000.00.

2.0 **Reimbursement.** The following conditions apply to Requests for Payment.

2.1 No Grant Award funds will be issued without a Request for Payment.

2.2 The Grant Award is exclusive funding and will be used only for the Project.

2.3 The Grant Recipient shall prepare and submit to the City one or more Requests for Payment on a form designated by the City.

2.4 Upon satisfaction by the Recipient of the requirements of the Order, and this contract, the City will disburse funds to the Recipient for eligible costs in a total amount not to exceed the award amount authorized by the City of \$60,000.00. However, to assist Recipient with undertaking the project, upon request, the City will authorize up to \$10,000.00 of the total Project Award to assist in startup of the project. Recipient will be required to provide supporting documentation to show this funding was used for Eligible Costs.

2.5 Only Eligible Costs may be reimbursed. The Grant Recipient may request from the City (1) an amendment to Attachment A – Project Budget Statement to add to or revise the list of expenses eligible for reimbursement, or (2) an amendment to Attachment B – Project Scope.

2.6 The Grant Recipient shall include a copy of an invoice (or receipt) for each Eligible Cost item for which a reimbursement is requested. For items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient shall provide documentation showing the total hours contributed by employee class that worked on the project, the dates that the work was done, and the total labor expense reported. Upon request, the Grant Recipient shall also provide a list of actual hours worked and the specific wage for each employee that worked on a Project, or other payroll documentation. For Eligible Cost items that do not have a transaction invoice or record and do not fall under labor expenses, the Grant Recipient shall submit a narrative description of the Eligible Cost along with any relevant documentation.

2.7 The City may delay reimbursement of a Request for Payment until sufficient documentation of costs and project status, as determined by the City, is provided by the Grant Recipient.

2.8 The Grant Recipient shall submit a final Request for Payment to the City no later than May 31, 2024.

2.9 The Grant Recipient is responsible for reimbursement to the City for any disbursed Grant Award funds that are determined by the city to have been not eligible, misused or misappropriated, or not incurred by the end of the performance period. If the City determines that any provision of the Grant Award, or Agreement, has been breached by the Grant Recipient, the City may require and be entitled to reimbursement for any or all funds under the Grant Award. Any reimbursement of funds that is required by the City, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The City also reserves the right to recover such funds by any other legal means including litigation. The Grant Recipient shall indemnify and hold harmless the City for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

3.0 **Audit Requirement.**

3.1 The Grant Recipient shall comply with all federal and state laws or rules related to the necessity and type of audit required for these funds.

4.0 **Recordkeeping, Examination of Records and Facilities.** The City will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any records and files of the Grant Recipient involving transactions relating to a Grant Award.

4.1 The Grant Recipient shall retain such records and files for at least five years following final payment of the Grant Award.

4.2 The Grant Recipient shall be responsible for any charge for copies or computer printouts.

4.3 The minimum acceptable financial records for a Grant Award consist of:

4.3.1 Documentation of employee time and compensation;

4.3.2. Documentation of all equipment, materials, contracted labor, supplies and travel expenses;

4.3.3 Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope;

4.3.4 Documentation and justification of methodology used in any in-kind contributions;

4.3.5 Rationale supporting allocation of space charges;

4.3.6 Rationale and documentation of any indirect costs;

4.3.7 Documentation of agreement services and materials; and

4.3.8 Any other records that support charges to a Grant Award.

5.0 **Compliance with Law.** The Grant Recipient and its agents and representatives shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that in any manner affect or apply to the project.

6.0 **Indemnification.** The Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project.

7.0 **Termination and Cancellation.** The Grant Recipient understands and agrees that the City may at a later time determine that the Grant Recipient is not in compliance with the City's grant of funds or the terms of this Agreement. In such case, the City may terminate the Grant Award. Upon termination, the Grant Recipient must return all Grant Award funds previously disbursed. If the Grant Recipient wishes to cancel the Project, the Grant Recipient may submit a written request to the City requesting that the City approve the termination of the Grant Award. If the City grants the request, the Grant Recipient must return all Grant Award funds previously disbursed.

8.0 **Lobbying:** Program funds may not be used to influence federal contracting or financial transactions. It is understood and agreed between the Parties that no portion of the Grant funds paid under this Agreement may be used for the purpose of obtaining additional Federal or state funds under any other law of the United States, except if authorized under that law

9.0 **Debarment & Suspension.** In executing this Agreement, Grantee affirms that it is not debarred nor suspended from receiving federally funded contracts. Grantee is subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

10.0 **Non-Discrimination and Affirmative Action Requirements.** Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its operations. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to: a. Titles VI and VII of the Civil Rights Act of 1964, as amended; b. The Americans with Disabilities Act of 1990, as amended. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 which includes regulations for the promotion and insuring of equal opportunity for all persons, without regard to

race, color, religion, sex, sexual orientation, gender identity or national origin, employed or seeking employment the Government contractors or with contractors performing under federally assisted construction contracts.

The Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

11.0 Project Status Reports. The Grant Recipient shall submit a Project Status Report to the City on a monthly basis, and final project report at the conclusion of the project. The reports will be in a form agreed by the parties and include the number of individuals served on a nightly basis at the shelter.

12.0 Waiver. Failure or delay on the part of the City to exercise any power or righty under this Agreement shall not constitute a wavier thereof.

13.0 Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.

14.0 Governing Law, and Venue. This Agreement shall be governed by the laws of the State of Illinois. Any legal action regarding this Agreement or its provisions shall be brought in a court of competent jurisdiction in Knox County, Illinois.

CITY: CITY OF GALESBURG,
ILLINOIS
A Municipal Corporation

RECIPIENT: KNOX COUNTY HOUSING
AUTHORITY
A Unit of County Government

By:

By:

Peter Schwartzman, Mayor

President

Attest:

Attest:

Kelli R. Bennewitz, City Clerk

Secretary



WINTER WARMING SHELTER 2023/2024 BUDGET STATEMENT

| INCOME | 2022/2023 Budget | 2022/2023 Actual | 2023/2024 Budget | VARIANCE |
|---------------------|---------------------|---------------------|----------------------|---------------|
| City Grant | \$ 76,000.00 | \$ 68,166.00 | \$ 60,000.00 | -11.98% |
| Mental Health Board | \$ - | \$ - | \$ 50,000.00 | 0.00% |
| Donations | \$ - | \$ - | \$ - | 0.00% |
| Fund Raising | \$ - | \$ - | \$ 5,000.00 | 0.00% |
| | \$ - | \$ - | \$ - | 0.00% |
| TOTAL | \$ 76,000.00 | \$ 68,166.00 | \$ 115,000.00 | 68.71% |

| EXPENSE | 2022/2023 Budget | 2022/2023 Actual | 2023/2024 Budget | VARIANCE |
|-------------------|---------------------|---------------------|----------------------|---------------|
| PPE | \$ 1,235.00 | \$ 928.31 | \$ 50.00 | -94.61% |
| Blankets/Bedding | \$ 1,000.00 | \$ - | \$ - | 0.00% |
| Snacks/Drinks | \$ 3,000.00 | \$ 583.93 | \$ 1,000.00 | 71.25% |
| Janitorial | \$ 602.00 | \$ 771.34 | \$ 1,450.00 | 87.98% |
| Administrative | \$ 8,000.00 | \$ 5,909.00 | \$ 5,000.00 | -15.38% |
| Staffing | \$ 55,200.00 | \$ 48,766.98 | \$ 87,000.00 | 78.40% |
| Hotels (Families) | \$ 4,500.00 | \$ 9,730.00 | \$ 4,500.00 | -53.75% |
| Contingency | \$ 2,000.00 | \$ 1,476.44 | \$ 2,000.00 | 35.46% |
| Utilities | \$ - | \$ - | \$ 4,000.00 | 0.00% |
| Facility Rehab | \$ - | \$ - | \$ 10,000.00 | 0.00% |
| TOTAL | \$ 75,537.00 | \$ 68,166.00 | \$ 115,000.00 | 68.71% |

| RESERVE | 2022/2023 Budget | 2022/2023 Actual | 2023/2024 Budget | VARIANCE |
|----------------------|---------------------|---------------------|---------------------|--------------|
| Program Income | \$ 76,000.00 | \$ 68,166.00 | \$ 115,000.00 | 68.71% |
| Program Expense | \$ 75,537.00 | \$ 68,166.00 | \$ 115,000.00 | 68.71% |
| PROV. RESERVE | \$ 463.00 | \$ - | \$ - | 0.00% |

Warming Shelter operating hours: Monday - Sunday, 6:00 P - 7:00 A.

2022/2023 Warming Shelter open from December 12, 2022 through 03/31/2023 (109 days).

2023/2024 Warming Shelter proposed open from November 1, 2023 through 04/30/2024 (181 days).

Staffing increase due to: addition of "site manager" position; increase in hourly payroll; additional hours.

Utilities and leasing not charged in 2022/2023 season; new location would require both.

EXPENSE SUBMITTAL

Winter Warming Shelter 2022-2023
 Moon Towers - 255 W. Tompkins St.
 Galesburg, IL 61401



| DATE | VENDOR | INVOICE | DESCRIPTION | AMOUNT |
|------------|-----------------|----------------|---|-------------|
| 2022-12-07 | Wilson Paper | 336575 | Cleaning chemicals, gloves, masks, hand sanitizer, paper towels | \$ 207.41 |
| 2022-12-13 | ProPac | 379398 | Cot covers, bed pillows | \$ 930.66 |
| 2022-12-21 | WalMart | 9047 47 07431 | Shower curtain | \$ 14.09 |
| 2022-12-23 | KCHA | N/A | Shelter payroll p/e 12/22/2022 | \$ 4,030.00 |
| 2022-12-23 | Harpers Payroll | 638726 | Payroll processing fee | \$ 21.46 |
| 2022-12-26 | Quality Inn | 45832 | Hotel stay - T. Pearman 12/18/2022 - 12/26/2022 | \$ 630.00 |
| 2022-12-26 | Burke Cleaners | 1664985238 | Laundry for shelter bedding | \$ 40.00 |
| 2022-12-29 | WalMart | 296 04 01689 | Food; towels for shower | \$ 71.23 |
| 2022-12-30 | KCHA | N/A | Shelter payroll p/e 12/30/2022 | \$ 3,343.00 |
| 2022-12-23 | Harpers Payroll | 640130 | Payroll processing fee | \$ 21.46 |
| 2022-12-30 | Salvation Army | N/A | Admin. of shelter - scheduling, oversight, meetings. 63 hours @ \$19 per hour | \$ 1,197.00 |
| 2023-01-02 | SAMS Club | 5971 08128 004 | Water; underwear, socks, t-shirts for shelter clients | \$ 267.57 |
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The below signed certifies to the best of their knowledge and information the expenses submitted are in accordance with Grant Agreement between the City of Galesburg, Illinois and the Knox County Housing Authority, and the KCHA is entitled to payment of the AMOUNT CERTIFIED.

| | |
|--------------------|---------------------|
| SUBTOTAL: | \$ 10,773.88 |
| ADVANCES: | \$ - |
| AMOUNT DUE: | \$ 10,773.88 |

 Submitted by: (signature)

 Date

 Approved by: (signature)

 Date

EXPENSE SUBMITTAL

Winter Warming Shelter 2022-2023
 Moon Towers - 255 W. Tompkins St.
 Galesburg, IL 61401



| DATE | VENDOR | INVOICE | DESCRIPTION | AMOUNT |
|------------|-----------------|---------------------|--|-------------|
| 2022-12-13 | Amazon | 112-3433041-3461001 | Privacy screens/dividers | \$ 86.98 |
| 2022-12-21 | BIG LOTS | C1873038 | Bath supplies for shelter | \$ 62.32 |
| 2022-12-31 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) - December payroll | \$ 617.46 |
| 2023-01-13 | KCHA | n/a | Shelter payroll p/e 01/10/2023 | \$ 5,597.10 |
| 2023-01-13 | Harpers Payroll | 642749 | Payroll processing fee | \$ 21.47 |
| 2023-01-16 | WalMart | 9046 46 05978 | Bathroom Supplies | \$ 24.81 |
| 2023-01-23 | Quality Inn | Multiple | Invoice 66238737, 66215509, 66080974, 66004885; hotel stay for shelter clients | \$ 560.00 |
| 2023-01-24 | WalMart | 0296 04 03283 | Water | \$ 42.00 |
| 2023-01-24 | OSI | 1140607-0 | Trash Can Liners | \$ 42.59 |
| 2023-01-27 | KCHA | n/a | Shelter payroll p/e 01/24/2023 | \$ 5,752.00 |
| 2023-01-27 | Harpers Payroll | 645417 | Payroll processing fee | \$ 64.02 |
| 2023-01-29 | Little Caesars | 01148-00001 | Meal for 01/29/2023 | \$ 30.08 |
| 2023-01-31 | Salvation Army | n/a | Admin. of shelter - scheduling, oversight, meetings. 79 hours @ \$19 per hour | \$ 1,501.00 |
| 2023-01-31 | Laundry | 1673268134 | Laundry for shelter blankets and towels - 01/04, 01/09, 01/22, 01/31/2023 | \$ 160.00 |
| 2023-01-31 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) - January payroll | \$ 964.67 |
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The below signed certifies to the best of their knowledge and information the expenses submitted are in accordance with Grant Agreement between the City of Galesburg, Illinois and the Knox County Housing Authority, and the KCHA is entitled to payment of the AMOUNT CERTIFIED.

| | |
|--------------------|---------------------|
| SUBTOTAL: | \$ 15,526.50 |
| ADVANCES: | \$ - |
| AMOUNT DUE: | \$ 15,526.50 |


 Submitted by: (signature)

2/9/2023
 Date

 Approved by: (signature)

 Date

EXPENSE SUBMITTAL

Winter Warming Shelter 2022-2023
 Moon Towers - 255 W. Tompkins St.
 Galesburg, IL 61401



| DATE | VENDOR | INVOICE | DESCRIPTION | AMOUNT |
|------------|----------------|---------------|---|-------------|
| 2023-02-04 | Taco Bell | 389830 | Shelter meal - 02/04/2023 | \$ 27.53 |
| 2023-02-07 | Burke Cleaners | 1664983368 | Laundry - 02/07/2023 | \$ 25.00 |
| 2023-02-07 | Burke Cleaners | 1673268156 | Laundry - 02/07/2023 | \$ 10.00 |
| 2023-02-10 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 483.07 |
| 2023-02-10 | KCHA | n/a | Shelter payroll p/e 02/10/2023 | \$ 5,683.10 |
| 2023-02-10 | Harper's | 648149 | Payroll processing fee | \$ 21.26 |
| 2023-02-14 | Burke Cleaners | 42504 | Laundry - 02/14/2023 | \$ 30.00 |
| 2023-02-16 | ProPac | 107268 | Cot covers | \$ 200.00 |
| 2023-02-17 | Walgreens | 348 3359 0021 | Gloves, hats, scarves, etc. - cold weather clothing (clearance @ Walgreens) | \$ 106.62 |
| 2023-02-21 | Burke Cleaners | 42507 | Laundry - 02/21/2023 | \$ 30.00 |
| 2023-02-24 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 448.76 |
| 2023-02-24 | KCHA | n/a | Shelter payroll p/e 02/10/2023 | \$ 5,279.37 |
| 2023-02-24 | Harper's | 650770 | Payroll processing fee | \$ 21.26 |
| 2023-02-28 | Salvation Army | n/a | Admin. of shelter - scheduling, oversight, meetings. 78 hours @ \$19 per hour | \$ 1,482.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |

The below signed certifies to the best of their knowledge and information the expenses submitted are in accordance with Grant Agreement between the City of Galesburg, Illinois and the Knox County Housing Authority, and the KCHA is entitled to payment of the AMOUNT CERTIFIED.

| | |
|--------------------|---------------------|
| SUBTOTAL: | \$ 13,847.97 |
| ADVANCES: | \$ - |
| AMOUNT DUE: | \$ 13,847.97 |


 Submitted by: (signature)

3/20/2023
 Date

 Approved by: (signature)

 Date

EXPENSE SUBMITTAL

Winter Warming Shelter 2022-2023
 Moon Towers - 255 W. Tompkins St.
 Galesburg, IL 61401



| DATE | VENDOR | INVOICE | DESCRIPTION | AMOUNT |
|------------|----------------|---------------------|---|-------------|
| 2023-02-28 | Burke Cleaners | | Laundry | \$ 25.00 |
| 2023-03-01 | OSI | 1142112-0 | Toilet Tissue | \$ 88.55 |
| 2023-03-30 | OSI | 1143671-0 | Toilet Tissue (two cases) | \$ 177.10 |
| 2023-03-31 | Salvation Army | n/a | Admin expense (91 hours @ \$19/hour) | \$ 1,729.00 |
| 2023-03-10 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 405.81 |
| 2023-03-10 | KCHA | n/a | Shelter payroll p/e 03/10/2023 | \$ 4,774.30 |
| 2023-03-10 | Harper's | 653529 | Payroll processing fee | \$ 21.26 |
| 2023-03-24 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 408.81 |
| 2023-03-24 | KCHA | n/a | Shelter payroll p/e 03/24/2023 | \$ 4,809.50 |
| 2023-03-24 | Harper's | 656196 | Payroll processing fee | \$ 16.22 |
| 2023-04-07 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 295.09 |
| 2023-04-07 | KCHA | n/a | Shelter payroll p/e 04/07/2023 | \$ 3,471.50 |
| 2023-04-07 | Harper's | 658930 | Payroll processing fee | \$ 13.79 |
| 2023-04-19 | KCHA | n/a | State UC; Med-ER; SS-ER (Payroll taxes) | \$ 170.00 |
| 2023-04-19 | KCHA | n/a | Shelter payroll p/e 04/19/2023 | \$ 2,000.00 |
| 2023-04-19 | Harper's | 660994 | Payroll processing fee | \$ 11.25 |
| 2023-04-15 | Quality Inn | Various | Hotel Stays for shelter clients (3/15 through 4/15) | \$ 8,540.00 |
| 2023-04-14 | Dunham's | 9176-02-03808-44314 | Tents/sleeping pads for continued sheltering | \$ 1,209.78 |
| | | | | \$ - |

The below signed certifies to the best of their knowledge and information the expenses submitted are in accordance with Grant Agreement between the City of Galesburg, Illinois and the Knox County Housing Authority, and the KCHA is entitled to payment of the AMOUNT CERTIFIED.

| | |
|--------------------|---------------------|
| SUBTOTAL: | \$ 28,141.96 |
| ADVANCES: | \$ - |
| AMOUNT DUE: | \$ 28,141.96 |


 Submitted by: (signature)

5/8/2023
 Date

 Approved by: (signature)

 Date

Project Scope, 2023 – 2024 Overnight Winter Shelter

In partnership with the Salvation Army, the Knox County Housing Authority proposes to operate a Winter Warming Shelter at 525/527 Iowa Court, located in Galesburg, Illinois. The community room at Moon Towers, located at 255 West Tompkins Street will serve as the back-up location in the event the location at 525/527 Iowa Court is not available. The mission of the Warming Shelter is to save lives, link resources, and encourage dignity through low-barrier access to a warm safe place for those in need. Through this collaborative alliance, it is proposed to provide seasonal, low-barrier, unbiased access to night shelter services regardless of personal barriers to housing security and provide referrals and connections to additional housing and supportive resources.

Each entity would carry the following responsibilities:

- City of Galesburg –grantor
- Knox County Housing Authority (KCHA) – grantee, shelter administration, hiring center staff, project accounting, lessor of the selected property/site/location
- Salvation Army – day-to-day operation of the center and direction of employees

The shelter shall operate from November 1, 2023 – April 30, 2024, seven (7) days a week, daily from 6:00 PM to 7:00 AM, including holidays.

The Knox County Housing Authority will offer its community spaces as daytime warming centers, with hours of operation from 8:00 AM until 4:30 PM, Monday through Friday, or while site staff is present. The following locations are proposed:

- Moon Towers – 255 West Tompkins Street, Galesburg, IL 61401
- Family Sites-480 Iowa Avenue, Galesburg, IL 61401
- 1598 McKnight Street, Galesburg, IL 61401
- 1064 West South Street, Galesburg, IL 61401

In addition to overnight shelter, KCHA and the Salvation Army will collaborate with community partners to connect shelter clients with services that support recovery, housing security, food and nutritional stability, and mental health.

The oversight shelter will operate based on the following overnight policies and rules:

- The shelter will be staffed by one or two shelter employees during hours of operation.
- All shelter guests must be at least 18 years old. Funds are included in the grant agreement for hotels for families with children under 18.
- Shelter guests must have an ID that will be checked upon entry. If they do not have an ID then ID must be verified by GPD. This ID will be used to check the State of IL Registered Sex Offender registry website.
- Registered sex offenders will not be permitted to stay at the shelter. Staff will attempt to connect them with other options when possible.
- Individuals who have been banned from Knox County Housing Authority property will not be permitted to stay at the shelter, until the reason for the ban has been reviewed and the individual cleared to stay at the shelter. If upon review, the individual presents a danger to the safety of shelter staff or guests, they will be unable to stay at the shelter, and will be presented with information regarding the decision.

- No drugs, alcohol, or weapons are allowed on the premises. The items of shelter guests will not be searched; however, if they are found to be in possession of a weapon or using alcohol or other controlled substances on the premises, they will be asked to leave immediately.
- All shelter guests will be responsible for their belongings while at the shelter.
- Each person will have a cot to sleep on. These will be spaced at least six ft apart. The cot will have a cover on it.
- Anyone being violent, threatening to others, destructive of property, obscene, or unruly will be asked to leave at the discretion of on duty staff.

**CITY OF GALESBURG
COUNCIL LETTER
OCTOBER 16, 2023**

AGENDA ITEM: Agreement Between City of Galesburg and IAFF Local 555

SUMMARY RECOMMENDATION: The City Manager and HR Manager recommend the City Council approve the collective bargaining agreement with IAFF Local 55, incorporating Fire Battalion Chiefs into the collective bargaining agreement.

BACKGROUND: The State Labor Relations Board issued a certificate of unit clarification including the Fire Battalion Chiefs into the bargaining unit in April of this year. The parties have negotiated the terms of incorporating the Battalion Chiefs into the collective bargaining agreement. Earlier this month, IAFF voted to ratify the agreement negotiated between the parties.

The agreement is valid through the end of 2023. It will provide pay parity between the three Battalion Chiefs.

BUDGET IMPACT: Sufficient funding is available in the approved 2023 budget.

SUPPORTING DOCUMENTS:

1. Redline CBA
2. Clean CBA

Agreement
Between
City of Galesburg
And
I.A.F.F. Local No. 555
Galesburg Firefighters' Association

January 1, 2021, through December 31, 2023

(Amended by the agreement of the parties, effective on the _____ day of _____, 2023 when passed and executed by the City of Galesburg City Council)

AGREEMENT

This Agreement, entered into this ____ day of January 2021, by and between the City of Galesburg, Illinois (the “City”) and LOCAL 555, GALESBURG FIREFIGHTERS ASSOCIATION (the “Union”):

PREAMBLE

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

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

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

ARTICLE I: RECOGNITION

SECTION 1.1 UNION RECOGNIZED.

The City voluntarily recognizes Local 555 of the I.A.F.F. as the bargaining agent for the purpose of establishing the wages, hours, and terms and conditions of employment, for all non-exempt, full-time, permanent employees (those employees scheduled to work more than 32 hours per week) who are in the classification of Firefighter, ~~and~~ Fire Captain, and Battalion Chief, but excluding supervisory, confidential, or exempt employees and all elected officials or officers of the City.

SECTION 1.2 CLASSIFICATION NOT GUARANTEED.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the City, except as governed by applicable Illinois State Statute.

SECTION 1.3 NEGOTIATIONS.

Each party shall be permitted to have six (6) individuals sit on the negotiating committee including a labor attorney, if any. Not more than two (2) members of the Union’s negotiating team shall be released from duty with pay at any one time.

SECTION 1.4 NEW CLASSIFICATIONS.

The City shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this agreement. If

the job duties of the new classification are significantly altered or changed, and the Union

notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to negotiate concerning inclusion of the proposed classification in this Agreement.

SECTION 1.5 INTEGRITY OF BARGAINING UNIT.

Unless there is an extreme emergency, as defined by the Illinois Compiled Statutes, the City will not assign firefighting, fire prevention or EMS work normally performed by employees in the bargaining unit to any other employees. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

ARTICLE II: UNION RIGHTS

SECTION 2.1 DUES DEDUCTIONS.

While this Agreement is in effect, the City will deduct bi-weekly the regular union dues and/or assessments for each employee in the bargaining unit for whom there is on file with the City a voluntary effective check-off authorization in the form set forth in Appendix A to this Agreement. The amounts so deducted shall be forwarded each pay period to the appropriate Officer of the Union. The Union may change the fixed uniform dollar amount which shall be considered the regular union dues once each year during the life of this Agreement. Assessments may only be deducted once each year during the life of this Agreement. The Union will give the City thirty (30) days notice in writing of any such change in the amount of uniform Union dues to be deducted or of any assessments to be deducted.

SECTION 2.2 UNION INDEMNIFICATION.

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions of this Article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues and assessment deduction provision within ten (10) days.

SECTION 2.3 UNION ACCESS.

One Union representative may have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate City representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees if such visit does not disturb the work of any employee who may otherwise be working.

SECTION 2.4 CITY BULLETIN BOARDS.

The City will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature, subject to the reasonable approval of Human Resources. The City shall also make available reasonable space in a non-public area of the work site for the Union to mount its own bulletin board.

ARTICLE III: MANAGEMENT RIGHTS

SECTION 3.1 MANAGEMENT RIGHTS.

Except as specifically limited by the provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all

aspects, including, but not limited to, all right and authority exercised by the City prior to the execution of the Agreement, to include, but not limited to: the right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and to determine the operations or services to be conducted by employees of the City; to determine the methods, means, and number of personnel needed to carry out the department's mission; to direct the working forces; to hire and assign or to transfer employees within the department for other related functions; to promote, suspend, discipline, or discharge, as per applicable Illinois State Statute or pursuant to the exercise of the City's Home Rule authority; to layoff or relieve employees due to lack of work or funds, to make publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and, to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the City Manager or acting City Manager, according to Illinois Compiled Statutes, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement, as directed by the City Manager.

SECTION 3.2 DETERMINATION OF AUTHORITY.

The Mayor and the City Council of the City have the sole authority to determine the purpose of the mission of the City and the amount of budget to be adopted.

Should an emergency be declared according to the terms hereof, the Mayor or the City Manager shall advise the local President of the Union or the next highest Officer of the Union of the nature of the emergency.

SECTION 3.3 AUTHORITY FOR APPOINTMENTS.

Authority to make appointments to all positions in the City service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, and uniformed personnel (except the Chief of the Fire Department and the Chief of the Police Department), is vested in the City Manager, or his designee, as per applicable Illinois State Statute or the exercise of the City's Home Rule powers.

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

ARTICLE IV: NON-DISCRIMINATION

SECTION 4.1 EMPLOYMENT POLICY.

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

SECTION 4.2 AGE REQUIREMENT.

All employees shall be retired upon attaining age seventy (70) but may continue employment to December 31 following the end of the fiscal year after the employee's seventieth birthday.

SECTION 4.3 EMPLOYEE DISCRIMINATION.

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

SECTION 4.4 RESPONSIBILITY OF UNION.

The parties acknowledge that the Union, as the exclusive representative of the members of the bargaining unit in accordance with Section 6(d) of the Illinois Public Labor Relations Act, has the following responsibilities and authority as to administering grievances filed pursuant to Article V (Grievance Procedure) of this Agreement:

Labor organizations recognized by a public employer as the exclusive representative or so designated in accordance with the provisions of this Act are responsible for representing the interests of all public employees in the unit. Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees that are unmeritorious.

SECTION 4.5 GENDER.

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

ARTICLE V: GRIEVANCE PROCEDURE

SECTION 5.1 DEFINITION.

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

SECTION 5.2 TIME LIMIT AND INFORMAL MEETING.

An employee who has a proposed grievance must request an informal meeting within ten (10) City business days of the date the employee knew, or should have known, of its occurrence. The notice shall be hand delivered to the employee's immediate supervisor and his union. The Fire Chief, or his designee, shall provide an informal meeting for the employee to meet and discuss the proposed grievance. The City shall notify the Union of this informal meeting. The employee's union representative shall attend. If the matter is not resolved to the satisfaction of the employee, the employee shall have ten (10) business days to file a grievance after the City gives the employee a written response.

SECTION 5.3 PROCEDURE.

Step 1. An employee and his union representative having a grievance must meet with his immediate supervisor for a simple direct decision, if possible. If "Step 1" does not resolve the grievance, the immediate supervisor will issue his written answer to the grievance within seven (7) City business days. Nothing in this agreement prohibits the Union from filing a grievance on a member's behalf.

Step 2. If the grievant desires to further process the grievance, it shall be referred in writing to the Fire Chief, or his designee, within seven (7) City business days of receipt of the "Step 1" response. The Fire Chief, or his designee, shall meet with the grievant and his union representative within seven (7) City business days of receipt of the referral. The Fire Chief, or his

designee, shall issue his written answer to the grievance within ten (10) City business days of receipt of the grievance referral.

Step 3. If the grievant desires to further process the grievance, the grievance may be referred in writing to the City Manager, or his designee, within seven (7) City business days of the receipt of the "Step 2" response. The City Manager, or his designee, shall meet with the grievant and/or his representatives within seven (7) City business days of receipt of the referral. The City Manager, or his designee, shall issue a written answer to the grievance within ten (10) City business days of receipt of the grievance referral. If the Fire Chief, or the City Manager, appoints a designee under this Section, the designee shall not be the same supervisor who issued the prior written answer at the previous step, provided, however, that the informal meeting provided for in Section 5.2 does not prohibit any supervisor from participating in the later grievance procedure steps.

SECTION 5.4 ARBITRATION.

Step 4A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step 3 response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within five (5) days, they shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are residents of Illinois, Indiana, Iowa, Wisconsin, Missouri, or Michigan.

Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The parties shall alternately strike a name from the list until there is one name remaining. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the reasonable availability of the Employer and the Union representative. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

Step 4B. Arbitrator's Authority: The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws or rules having the force or effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties; whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Step 4C. Arbitrator's Decision: The decision of the arbitrator may be enforced, at the insistence of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator of the Circuit Court or the decision of either. At any time the parties may, by mutual written agreement, amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable by the Circuit Court only for the reasons the arbitrator exceeded his authority or that the order was procured by

fraud, corruption or other similar or unlawful means as set forth in the Illinois Uniform Arbitration Act, 710 ILCS 5/1, et seq. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

Step 4D. Failure to Process in a Timely Manner: If a grievance is not appealed to the next step within the time limits set forth or during a mutually agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the Department's action in the case of a disciplinary suspension, discharge, or layoff from work, when the grievance shall be filed by the end of the employee's next duty day after the employee, or the Union knew of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

Step 4E. Arbitration Costs: The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

Step 4F. Compensation: One Union representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

ARTICLE VI: NO STRIKE AND NO LOCKOUT

SECTION 6.1 NO STRIKE.

The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work or statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 6.2 UNION RESPONSIBILITY.

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

SECTION 6.3 PENALTY.

The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union will not resort to the grievance procedure on such employee's behalf to contest any disciplinary action the City may impose but may grieve the issue of whether Section 6.1 was violated. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some, or all of the employees participating therein, depending on the individual facts of each alleged violation.

SECTION 6.4 MANAGEMENT RESPONSIBILITY.

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

ARTICLE VII: HOURS OF WORK AND OVERTIME

SECTION 7.1 NO GUARANTEE.

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

SECTION 7.2 NORMAL WORK WEEK/WORK DAY.

The normal day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on-duty followed by forty-eight (48) consecutive hours off-duty and such additional time as may, from time to time, be required in the judgment of the City, according to the remaining provisions thereof.

The annual average weekly hours of work shall normally not exceed 53 hours per week. Such average annual hours of work shall be accomplished by scheduling a Kelly Day (one 24-hour shift off) every 18th on-duty shift, or an average of 6.75 Kelly Days per year. Kelly Day rotations initially were based on seniority by shift. New employees will be inserted into vacant slots created when members retire or are no longer a part of the bargaining unit because of promotion. Kelly Days are fully tradable in accordance with Section 7.9 of this Agreement.

Kelly Days shall be scheduled by the Fire Chief or his designee in such a way as to eliminate FLSA overtime (overtime paid solely as a function of the regular work schedule). This shall be accomplished by assigning each firefighter, by seniority by shift to an individual 27-day FLSA work cycle to begin halfway through the duty day of the first day of the cycle. As a result, each Kelly Day will consist of the last 12 hours of the first of two consecutive FLSA work cycles and the first 12 hours of the second such cycle, reducing each firefighter's regular hours worked to no more than 204 hours in each 27-day work cycle during the course of the work year.

The workweek for forty (40) hour personnel shall be forty (40) hours per week with no more than five (5) workdays in a seven (7) dayperiod.

SECTION 7.3 OVERTIME.

Overtime at 1.56 times the employee's regular rate of pay (annual salary divided by 2756 hours per year for shift employees or divided by 2080 hours for 40-hour employees) will be paid for all authorized time worked, as verified by the employee's supervisor, in excess of twenty-four (24) hours in a work day for shift employees, or in excess of eight (8) hours per work day for forty (40) hour employees, when such time is required to be worked by the City.

SECTION 7.4 CALL-BACK PAY.

Any employee that is called back on his CTO or regular day off or time off, including holidays and Kelly Days, will receive a minimum of two (2) hours pay of overtime pay.

SECTION 7.5A CALL-BACK AND ROTATION OF OVERTIME FOR SHIFT STAFFING.

Overtime shall be distributed among eligible members-in an equitable manner on the principle that the last person to accept an offer to work overtime will-be the last person to whom overtime is offered.

1. Duty Officers shall schedule and maintain the unified overtime roster for all eligible members.
2. Overtime for shift staffing shall be consolidated into a unified roster of all 53 hour bargaining unit members.
3. Members physically present on duty for the shift in need of overtime personnel for the time period in need are exempt from being offered or accepting overtime assignments.
4. Eligible members for overtime assignments shall be those that are not physically present on duty for the time period in need with the exception, but not limited to: those on approved leaves (military, jury duty, sick, disability), worker's compensation, or light duty.
5. When twenty-four (24) consecutive hours of overtime are required to be worked on a shift, overtime may be split so as to provide two (2) blocks of overtime of twelve (12) hours each. Overtime scheduling shall be accomplished by allowing members to choose the full twenty-four (24), or whichever twelve (12) hour block they prefer.
6. All minimum staffing overtime assignments shall be filled prior to any additional overtime assignments.
 - a) Independence Day fireworks standby, physician appointments, and/or on-duty educational standby are examples that shall be assigned after all staffing overtime assignments have been filled.
 - b) Discretion may be deferred to the Union President/designee for discussion between the Duty Officer for special/unusual overtime circumstances.
7. Members shall only move to the bottom of the unified overtime list once the member has accepted and worked a minimum of 12 hours of overtime, or requests to move to the bottom of the overtime list.
8. If, after all members eligible to accept overtime assignments have been contacted – or attempted to be contacted – and have not accepted the overtime assignments, the Duty Officer shall offer unfilled overtime assignments to members that have already accepted any overtime. Members on Kelly days and/or CTO during the overtime assignment shall be contacted as a last step prior to moving to mandatory overtime.
9. After all members eligible to accept overtime assignments have not accepted the scheduled overtime, the least senior member physically on-duty on their native shift day shall be mandated to work the remaining overtime assignment. If additional overtime assignments must be filled by mandatory overtime, the next member with the least seniority physical on-duty shall be mandated to work the remaining overtime assignment, and so forth.
10. The Duty Officer shall keep a record of all members required to work a mandatory overtime assignment including name, hours worked, date, and times.
11. No member shall be mandated to work an additional overtime assignment until all other available members physically on-duty from their native shift have been mandated to work an overtime assignment.
12. All approved time off, sick leave, or disability/light-duty shall excuse any member from enforcement of mandatory overtime assignments.

13. All overtime assignments are tradable as outlined in Section 7.9.

14. Any unscheduled additional staffing overtime assignments that may occur (sick leave call-in, sick leave on-duty, on-duty injury, etc.) shall be initiated by discretion of the duty officer, so long as all eligible members are contacted until such overtime assignments are accepted.

15. Section 7.5A in its entirety shall be subject to change once the Chief and Local 555 President have agreed upon adjustment language to fit the parameters of scheduling overtime within the Department scheduling software and technology.

16. With respect to overtime available due to a Battalion Chief's absence, the offer of each such instance of overtime will first be made to the other Battalion Chiefs and, if they decline, the overtime shall be filled by the current overtime practices, and the Memorandum of Understanding between IAFF 555 and the City of Galesburg.

~~15.~~

SECTION 7.6 REST PERIODS.

All employees shall receive two (2) thirty (30) minute rest periods, one in the morning and one in the afternoon, as per current Department practice. The rest periods shall be granted by the supervisor as he deems appropriate to minimize work disruptions. During work beyond the normal day, employees shall receive their breaks in the same intervals as described above.

SECTION 7.7 MEAL PERIOD.

All shift firefighters shall be granted two (2) meal periods during each work shift, as per current Department policy. Forty (40) hour employees shall receive one (1) such meal period.

SECTION 7.8 FAIR LABOR STANDARDS ACT.

The Employer agrees to comply with the provisions of the Fair Labor Standards Act (F.L.S.A.) and the relevant Department of Labor rules as currently enacted or hereinafter amended, so long as the same shall be in effect.

SECTION 7.9 TIME-TRADING.

Bargaining unit employees may trade time, tours of duty and Kelly Days with other employees of the same rank or one rank higher or lower, subject to the following conditions:

1. The trading of time is done voluntarily by the employees and not at the request of the Employer.

2. The trade is not made for reasons related to the Employer's business operations, but is due to the employee's desire or need to attend to a personal matter. Time must actually be worked back (or donated as per condition #9 below) and not paid monetarily except in the case of duty relief paid directly by the Union to the stand-by for attendance at conventions, seminars, or other events as approved by the Fire Chief.

3. The minimum number of hours traded equals two (2) hours. The Department will allow stand-bys of an hour or less from 0630-0730 and from 0730-0830 hours with the approval of the Duty Officer.

3.4. Battalion Chiefs may only trade with other Battalion Chiefs or a Captain who is otherwise qualified to challenge sit for the Battalion Chief exam.

4.5. The time trade must be in writing on the request form and signed by all parties involved in the time trade.

5-6. Once the trade is approved, the signing parties become fully responsible for the newly traded and approved time to be worked. If an employee then fails to be at work or supply a suitable replacement within a reasonable time prior to the assigned work schedule, that employee (the most recently approved to work the designated time) will be docked for the missed hours of work at his normal rate of pay. The City will not be responsible for tracking time trades as to who owes whom time and takes no responsibility for requiring individuals to pay time back beyond what was approved on the approved request form.

~~6.7.~~ All trading is subject to the reasonable approval of the Battalion Chief or the shift supervisor, as per the policies of the Fire Chief.

~~7.8.~~ Employees working on an approved time trade shall be allowed to request and use leave on the “foreign” shift under the normal guidelines for time off.

~~8.9.~~ Kelly Days can only be traded for Kelly Days and only within the same shift.

~~9.10.~~ In extenuating circumstances (i.e. long-term illness/injury), as determined by the City, where an individual employee has been forced to exhaust all his leave benefits and is unable to work, other employees may voluntarily work for the absent employee on a pay-back or donation basis for a period not to exceed 120 days. Such a “time trade” will not be mandated by the City and the City bears no responsibility for insuring that time is paid back by the absent employee. All other rules apply including #5 and #7 as stated above.

ARTICLE VIII: SAFETY

SECTION 8.1 COMPLIANCE WITH LAWS.

The City agrees to comply with all laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City. The City agrees to take all reasonable steps to insure the safety of all employees during their working hours.

SECTION 8.2 UNSAFE CONDITIONS.

If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

SECTION 8.3 LABOR-MANAGEMENT MEETINGS.

Representatives of the Union, not to exceed three (3) in number, and the City shall meet at mutually agreed upon times to discuss matters of mutual concern. The party requesting the meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are, in fact, meetings and not “negotiations.” If a written agenda cannot be developed, then no meeting will be held. Allegations of an unsafe working condition or equipment will not be acceptable unless substantiated in writing as to dates, times and witnesses involved. The requirement that there be a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

ARTICLE IX: SENIORITY

SECTION 9.1 DEFINITION.

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

SECTION 9.2 APPLICATION OF SENIORITY.

In the application of seniority and ability in promotions or the filling of permanent openings in classifications, seniority shall be the determining factor when, among employees involved, as fairly determined by the City, the qualifications, skill and ability to perform the work is relatively equal.

SECTION 9.3 TERMINATION OF SENIORITY.

Seniority and the employment relationship may, at the City's discretion, be terminated when an employee (a) quits, or (b) retires, or is retired, or (c) is laid off as per State Statute and refuses the recall notice or (d) is discharged. The parties agree the following reasons, among others, constitute cause for discharge when an employee (a) is absent for two (2) consecutive workdays without notifying the City, or (b) is laid off and fails to notify the City Manager's office of his intention to return within five (5) City business days after receiving notice of recall, or who fails to return at the designated time, or (c) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

SECTION 9.4 PROBATIONARY PERIOD - NEW EMPLOYEES.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one (1) year. During this probationary period the employee shall not be represented by the Union as regards to discipline or discharge of the employee but is eligible to be a member of the Union after ninety (90) days of employment. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to meet the required standards of performance, he may be dismissed.

SECTION 9.5 SENIORITY ROSTER.

The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster on or about January 1 of each succeeding year. Any objections to the seniority roster as provided shall be reported in writing to the City Manager's office within fifteen (15) work days of the date of the deliverance of the seniority roster or the roster shall stand approved as given.

SECTION 9.6 SAME DAY HIRES.

Seniority shall be computed from the date of hire. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the original appointment list shall have greater seniority.

SECTION 9.7 LAYOFF AND RECALL.

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period, and (b) in the event of further reductions in force, employees will be laid off in the inverse order of their departmental seniority, as governed by Illinois State Statute.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

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

SECTION 9.8 RESIGNATIONS.

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks notice in writing of his intention to resign. No employee may take time off during the last two (2) weeks of his employment unless reasonably approved prior to the notice of intention to resign. In addition, an employee who resigns voluntarily within one (1) year of having been hired by the City shall be required to repay the cost of tuition at the Firefighter II Academy (currently, \$2,750). The City Manager is given the discretion of waiving the provisions of the notice and/or repayment requirement should unforeseen circumstances warrant.

ARTICLE X: FILLING OF VACANCIES

SECTION 10.1 VACANCIES

For the purpose of this Article, a vacancy is created when the City determines to increase the work force or when any of the following personnel transactions or events occur as to an incumbent: terminations by retirement, resignation or discharge, promotions, demotions, or death.

SECTION 10.2 FILLING OF VACANCIES.

All vacancies covered by this Agreement shall be filled in accordance with provisions of the Municipal Code, 65 ILCS Ch. 10.2.1-4, the rules of the Board of Fire and Police Commissioners or the Fire Department Promotion Act 820(D), 50 ILCS 742(D) as applicable.

SECTION 10.3 PROMOTED EMPLOYEES.

In the case of a promotion, the rate of the promoted employees will be adjusted to the first step in the new range.

SECTION 10.4 PROMOTIONS.

Promotions to the rank of Captain and Battalion Chief (so long as those ranks continue to exist in the Galesburg Fire Department) shall be conducted in accordance with the provisions of the Fire Department Promotion Act, 50 ILCS 742 (hereinafter, the "Promotion Act"), as amended, and the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg (hereinafter, "the Board"), to the extent that such Rules and Regulations are consistent with the provisions of the Promotion Act. Except where expressly modified by the terms of this Article, promotional procedures shall be consistent with the Promotion Act.

SECTION 10.5 EXAMINATION COMPONENTS AND SCORE.

The final promotional examination scores for promotion to the ranks of Captain and Battalion Chief within the Galesburg Fire Department shall be determined as follows:

| Component | % of Total Score | Maximum Points |
|----------------------------|------------------|----------------|
| Seniority | 10 % | 10 |
| Education/Military Credits | 20 % | 20 |
| Oral Interview | 15 % | 15 |
| Written Examination | 20 % | 20 |
| Departmental Evaluations | 10 % | 10 |
| Assessment Center | 25 % | 25 |

SECTION 10.5A SENIORITY.

Seniority is to be determined as of the date the written examination is given and will be calculated as follows: one-half (1/2) point per year for each full year of service as a full-time firefighter with the Galesburg Fire Department, up to a maximum of ten (10) points.

SECTION 10.5B EDUCATION/MILITARY CREDITS.

A candidate for promotion must submit his or her claim for education/ military credits with proof thereof to the Board three (3) weeks prior to the date set for the written examination. The maximum number of points shall not exceed twenty (20) in total.

Candidates for promotion shall be awarded points for education/military credits based upon the following schedule, which is divided into four categories. A candidate shall be awarded the highest point value from each of the categories and point totals from the four categories will then be aggregated to constitute the candidate’s total education/military credit score.

| | | |
|-----------|--|---------------|
| 1A | Bachelor’s Degree and Military | Points |
| | Bachelor’s Degree – any discipline* | 3.5 |
| | Military preference points (65 ILCS 5/10-2.1-11) | up to 3.5 |
| 1B | Specific Degrees | Points |
| | Associate’s Degree, Fire Science, Public Administration or Emergency Management* | 2 |
| | Bachelor’s Degree, Fire Science, Public Administration or Emergency Management* | 3 |
| | Master’s Degree, Fire Science, Public Administration or Emergency Management * | 4.5 |

To be eligible, degree must have been obtained from education institution duly accredited by a recognized accrediting agency, e.g., NorthCentral.

1A and 1B constitute Category 1. Only one of the point value sources in Subcategories 1A and 1B may be claimed, and the combination of 1A and 1B is limited to a maximum of eight 8 points, or forty 40 percent of the total ascertained merit points awarded. E.g., Military preference from 1A and Bachelor’s Degree, Fire Science from 1B will produce 6.5 points; Military preference from 1A and Master’s Degree, Fire Science from 1B will produce 8.0 points.

| | | |
|----------|---|---------------|
| 2 | Fire Officer Certifications (includes Provisional Certifications) | Points |
| | Certified Fire Officer I/Company Fire Officer – for Captain test only | 5 (25%) |
| | Certified Fire Officer II/Advanced Fire Officer – for Battalion Chief test only | 5 (25%) |
| 3 | Specific Job Related Certifications | Points |
| | Fire Apparatus Engineer | 1 (5%) |
| | Vehicle/Machinery Operation/Roadway Extrication Specialist | 1 (5%) |
| 4 | Other Certifications and/or Committee Membership or Service | Points |
| | (Maximum of 6 points (30%)) | |
| | Haz Mat Technician A | 1 |
| | Haz Mat Technician B | |
| | Hazardous Materials Technician (equivalent to HazMat Tech A & B) | 2 |
| | TRT Operations (all 4 disciplines)/ or equivalent | 1 |
| | TRT Technician (all 4 disciplines)/ or equivalent | 1 |
| | Fire Investigation (all 3 modules) | 1 |
| | Fire Arson Investigator | 1 |

| | |
|---|----|
| Fire Pension Board Member (minimum of 3 years) | .5 |
| Union Executive Board Member (minimum of 3 years) | .5 |
| 2% Foreign Fire Tax Board Member (minimum of 3 years) | .5 |

Note: Once awarded, merit points will apply for the duration of an employee’s tenure.

SECTION 10.5C ORAL INTERVIEW.

The Oral Interview shall be competitive and consist of questions related to and associated with the performance of the duties for the position sought.

SECTION 10.5D WRITTEN EXAMINATION.

The written examination shall be competitive, shall consist of questions derived from the reading materials assigned and from the Department’s current policies and procedures. The questions shall be related to and associated with the performance of duties for the position sought.

SECTION 10.5E DEPARTMENTAL EVALUATIONS

Departmental Evaluations shall be conducted in two (2) parts: a management evaluation and a peer evaluation. The individual candidate’s scores for each of these two (2) separate evaluation types shall be collected by the Fire and Police Commissioners, totaled, and presented as one (1) candidate score for Departmental Evaluations. The maximum score for Departmental Evaluations is ten (10) points. The processes for the evaluations shall be as follows:

1. Management Evaluations The management staff evaluations shall be a subjective evaluation by the GFD Chiefs including the filled positions of Fire Chief, Deputy Chief, and Battalion Chiefs. These points will be determined in a special meeting in the Fire Chief’s office prior to the written exam component. An observer (a Fire and Police Commissioner or alternate) shall attend the meeting. An alternate observer shall not be a department member and shall be approved by both the Fire Chief and the union. The observer shall have no input into the scoring but will act to guarantee the points are awarded in an equitable manner among the Chiefs. Each Chief shall independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each Chief will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The individual Chiefs’ scores will be totaled, the candidates ranked, and the promotional points awarded as follows:

| Captain Candidates | |
|--------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.5 |
| 3 | 4.0 |
| 4 | 3.5 |
| 5 | 3.0 |
| 6 | 2.5 |
| 7 | 2.0 |
| 8 | 1.5 |
| 9 | 1.0 |
| 10 | 0.5 |

| Battalion Chief Candidates | |
|----------------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.0 |
| 3 | 3.0 |
| 4 | 2.0 |
| 5 | 1.0 |

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Management Staff Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.

2 Peer Evaluations The peer evaluations shall be a subjective evaluation by the non-management (Chiefs) roster of the Galesburg Fire Department, excluding probationary employees. A form will be established for each rank listing all the candidates challenging the promotional process. Prior to the written test component, each evaluator will use the aforementioned form to independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each evaluator will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates for promotion may evaluate themselves as they see fit within the rankings. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The Fire and Police Commission will compile and total the individual evaluator scores, rank the candidates, and award the promotional points as follows:

| Captain Candidates | |
|--------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.5 |
| 3 | 4.0 |
| 4 | 3.5 |
| 5 | 3.0 |
| 6 | 2.5 |
| 7 | 2.0 |
| 8 | 1.5 |
| 9 | 1.0 |
| 10 | 0.5 |

| Battalion Chief Candidates | |
|----------------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.0 |
| 3 | 3.0 |
| 4 | 2.0 |
| 5 | 1.0 |

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Peer Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.

SECTION 10.5F ASSESSMENT CENTER.

The parties agree to the use of an assessment center in the promotional process. A committee comprised of members of the Board of Fire and Police Commissioners, Fire Command Staff and the union, will create bid specifications for use in selecting a qualified vendor for the Assessment Center.

The assessment center will be conducted following the awarding of points for seniority, education/military credit, oral interview, written exam, management staff evaluation, and peer evaluation components of the promotional process.

The number and choice of exercise as well as the scoring weight given to each exercise used in the assessment center will be determined by the approval of the parties.

The parties agree to use an independent assessment service as provided in the Fire Promotion Act (50 ILCS 742/1 et seq.)

The Fire Department Deputy Chief or Battalion Chief in charge of Training shall assist the assessment service provider with information regarding department rules, regulations, policies, and procedures in the formulation of exercise components. Scoring will be conducted solely by the assessment service evaluators and provided to the Fire and Police Commission.

SECTION 10.5G SEQUENCE OF TESTS.

The points to be awarded each candidate for promotion for seniority, education/military credit, oral interview, written exam, and departmental evaluations shall be totaled and posted by the Fire and Police Commission. Candidates with a cumulative score of less than 45 points on these elements will be eliminated from the testing process and will not be allowed to challenge the assessment center testing process.

SECTION 10.5H TOTAL SCORE.

A candidate's total score shall consist of the combined point totals awarded for seniority, education/military credit, oral interview, written examination, management staff evaluation, peer evaluation, and assessment center. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates on the eligibility list shall be determined by departmental seniority in rank. A candidate who fails to achieve a minimum total score of seventy (70) will not be placed upon the final promotion eligibility list. All promotions shall be made in rank order, from top to bottom in accordance with the FDPA, 20(D).

SECTION 10.5I PREREQUISITES.

While candidates may test and be placed upon a final promotional eligibility list without the following prerequisites, a candidate for promotion to the position of Fire Captain must, as of the time that a vacancy occurs have served as a full-time paid firefighter for a period of three (3) years and attained certification as Firefighter III. A candidate for the position of Battalion Chief must, as of the time that a vacancy occurs, have served a minimum of two (2) years as a Galesburg Fire Department Fire Captain and attained certification as a Fire Officer I. Candidates who lack the required prerequisites at the time a vacancy occurs, while disqualified for the immediate promotion, shall retain their position on the eligibility list and shall be eligible for promotion when later vacancies occur, provided in each case that the necessary service component and training certification are attained.

When an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) during the applicable time of an established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the date the vacancy (e.g. retirement) occurred. When

an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) at a time when there is no established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the posting date of the next final promotional list.

SECTION 10.5J PROVISION OF COMPONENT SCORES.

In addition to the scores that are posted per the Rules and Regulations, an employee shall be entitled, upon written request of that employee, to receive a written record of the scores achieved on each of the components of the promotional examination. It is agreed that those involved in the scoring of the points awarded for oral interview, education/military credit, and departmental evaluation shall not be informed of the scores achieved on the written component until after these aforementioned components scores have been determined.

SECTION 10.6 PROMOTIONAL VACANCY.

The existence of a vacancy shall be deemed to occur in accordance with Section 20(d) of the Promotion Act. When a vacancy occurs, the appropriate corporate authority shall notify the board. Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg, provided that such Rules and Regulations are consistent with the Promotion Act.

SECTION 10.7 REOPENER FOR PROMOTION TESTING.

It is agreed by the parties that a committee of six (three from each side) shall meet after the signing of this Agreement to continue to work on refining the promotional process. Issues may include, but are not limited to, Chief's points/Peer review points, use of a fire simulator, and use of an assessment center. It shall be the City's responsibility to keep the Board of Fire and Police Commissioners informed of proposed changes and to seek input from the Board before arriving at a tentative agreement. Any agreement will be taken back to the membership for ratification, and then become part of this Agreement by side letter. If an agreement cannot be reached within ten (10) months before the expiration of the current promotional lists, the promotion process will be as provided in the above sections of this Article X.

ARTICLE XI: EMPLOYEE DISCIPLINE AND DISCHARGE

SECTION 11.1 EMPLOYEE DISCIPLINE.

The City may discipline or move to discharge any employee for just cause. The City further agrees that disciplinary action shall be in a timely fashion.

SECTION 11.2 CORRECTIVE.

The City agrees discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known. Where the City believes just cause exists to institute disciplinary action, the employer shall have the option to assess the following penalties:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

In keeping with the parties' agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged, upon the employee's request, of any reference to his disciplinary history in accordance with the following:

1. Verbal reprimands: Will stay in a separate file in the Fire Chief's office and not sent to the City Manager's office unless further discipline is required.
2. Written reprimands: Removed not later than three (3) years after issuance.
3. Disciplinary suspensions: Removed not later than five (5) years after issuance.

SECTION 11.3 PROCEDURE.

Any and all disciplinary actions against bargaining unit members shall be taken in accordance with the following:

SECTION 11.3A DISCIPLINARY ACTION.

The City may institute disciplinary action against any employee for just cause. Disciplinary action may consist of any one of the following penalties:

1. Oral Reprimand
2. Written Reprimand
3. Suspension for 30 days or less
4. Demotion
5. Discharge

Disciplinary action shall be progressive and corrective in nature and not designed to merely punish. The severity of the penalty applied shall be proportional to the gravity of the offense.

SECTION 11.3B CHIEF'S AUTHORITY.

The Fire Chief shall have the following disciplinary authority:

1. To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of thirty (30) calendar days. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.
2. To file charges against employees seeking the penalties of discharge or demotion.
3. To suspend an employee with pay pending an investigation or the filing of charges.

SECTION 11.3C NOTIFICATION AND GRIEVANCE PROCEDURE.

If the Fire Chief decides to discipline an employee according to section 11.3B(1) or to initiate discipline of an employee according to Section 11.3B(2), he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved with a copy to the Union. The employee shall have the right to contest the disciplinary action imposed according to Section 11.3B(1) by filing a grievance only.

If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

SECTION 11.3D CITY MANAGER'S AUTHORITY.

City Manager's authority to suspend, discharge, or demote and to suspend pending investigation or hearing:

1. The City Manager or designee shall have the authority to take final action as to charges for dismissal or demotion filed by the Fire Chief in accordance with Section 11.3B(1). The employee shall have the right to contest the disciplinary action by filing a grievance only. If the employee elects to file a grievance, the grievance shall be filed at Step 4A of the grievance procedure and processed (with the approval of the Union) to arbitration in accordance with the procedures of Article V of the Agreement.
2. The City Manager or designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing on charges recommending discharge. When the City Manager or designee makes a tentative decision to suspend for specified misconduct, demote, or to suspend without pay pending investigation or hearing on charges for discharge, prior to implementing the suspension, the City Manager or designee shall notify the Union and meet with the employee involved, and the employee's Union representative if requested by the employee, and inform the employee of the reasons for such contemplated action. The employee and the Union representative, if present, shall be given the opportunity to rebut and/or clarify the reasons for the suspension without pay pending investigation or hearing.

SECTION 11.3E FINALITY OF DECISION AND JUDICIAL REVIEW.

The decision of an arbitrator with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

SECTION 11.3F EXCLUSIVITY OF DISCIPLINARY PROCEDURES.

This Agreement is intended to supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 1/10-2.1-17 by providing the employee with the right to have a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement in lieu of a hearing conducted by the Board of Fire and Police Commissioners. Pursuant to Section 15 of the IPLRA and the City of Galesburg's Home Rule Authority, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provision that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the City of Galesburg Board of Fire and Police Commissioners.

ARTICLE XII: PERSONNEL FILES

SECTION 12.1 PERSONNEL FILES.

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file as of the effective date of this Agreement may not provide the basis for discipline against an employee.

SECTION 12.2 INSPECTION.

Upon appropriate written request to Human Resources, an employee may inspect his personnel file, subject to the following, within seven (7) working days: (a) inspection shall occur during normal working hours, at a time and in a manner mutually acceptable to the employee and the City. Upon request, an employee who has a written grievance on file who is inspecting his personnel files with respect to said grievance, may have a representative present during such inspection; (b) copies of materials in an employee's personnel file shall be provided to the employee

upon request. The employee shall bear the cost of duplication; (c) employees will be limited to reviewing their personnel files to four (4) times a year; (d) as provided by current Illinois law, not all documents in an employee’s files are available for inspection or copying. Some of these documents are reference checks, test materials or responses to the City with the specific request that it remain confidential; (e) as the City of Galesburg is the official guardian of the personnel records, no employee will be allowed to view their records without a member of the City Manager’s office, or his authorized designee, present.

SECTION 12.3 NOTIFICATION.

An employee shall be notified before a formal disciplinary action (written record of oral warning, written warning, disciplinary suspension, or termination) is placed in his personnel file. Such notification shall include an opportunity for the employee to sign and date the notification as evidence that he received the notification.

SECTION 12.4 EVALUATIONS.

Upon request, an employee shall be provided a copy of the evaluation form used for the purpose of evaluating his job performance. The evaluation shall be discussed with the employee and the employee shall be given a copy after completion and shall electronically sign the evaluation as recognition of having read it.

SECTION 12.5 REBUTTALS.

An employee may file a written rebuttal in his personnel file concerning any material in the file.

ARTICLE XIII: CONSOLIDATED TIME OFF

SECTION 13.1 COMPONENTS.

Effective January 1, 2013, in lieu of separate holidays, birthdays, personal days, vacations, and compensatory time off, each employee covered by this Agreement will receive an allotment of hours of paid consolidated time off (CTO) that will vary with seniority and shift or 40-hour assignment, as set forth in Section 13.2. The separate components of consolidated time off, comprising the amounts set forth in Section 13.2, are itemized in Appendix G. For purposes of arbitration under Section 14 of the Illinois Public Labor Relations Act, the components of CTO, as set forth in Appendix G, shall be treated as separate economic issues.

SECTION 13.2 AMOUNTS.

Employees will receive annual CTO, accrued by pay period, as follows:

| <u>Shift Employees</u> | | | <u>40 – Hour Employees</u> | |
|------------------------|--------------|------------|----------------------------|------------|
| Years of Service | Annual Hours | PP Accrual | Annual Hours | PP Accrual |
| 0 – 6 | 248 | 9.54 | 187 | 7.19 |
| 7-13 | 296 | 11.38 | 223 | 8.58 |
| 14-21 | 350 | 13.46 | 264 | 10.15 |
| 22+ | 400 | 15.38 | 302 | 11.62 |

In transition years, additional CTO per the above schedule will be considered to be earned as of the employee’s anniversary date.

SECTION 13.3 ACCUMULATION.

A maximum of 468 hours of earned but unused CTO for shift employees and 353 hours of earned but unused CTO for 40-hour employees may be carried over from one year to the next.

SECTION 13.4 CASH-IN.

In lieu of using CTO, shift employees may cash in a maximum of 96 hours of CTO time annually and 40-hour employees may cash in up to 72 hours of CTO time annually, at the then-applicable hourly rate of pay.

SECTION 13.5 SCHEDULING.

CTO shall be scheduled at times most desired by each employee consistent with historic practice. For purposes of administering this Section only, all employees on a shift (including bargaining unit employees and the Shift Commander assigned to that shift) shall schedule all CTO in the manner described in this Section, with the determination of preference being made on the basis of an employee's length of continuous service within the Department. Employees will not be allowed to schedule or take CTO that has not been accrued at the time of the leave.

1. Initial CTO Scheduling. CTO that is to be scheduled and approved prior to the CTO period (fiscal year) within which it is to be taken must be scheduled in twenty-four (24) hour increments. Any two shift employees may schedule CTO on the same workday during the initial CTO scheduling. Each CTO pick shall consist of one duty day or multiple consecutive duty days. Scheduled Kelly Days shall not be considered a break in consecutive duty days. The initial CTO schedule shall be completed and approved no later than December 15th of each year. Scheduling of CTO for 40-hour employees, which may include scheduling of CTO for City holidays, will be coordinated with the Fire Chief. In the event of a major disaster in the community, the Fire Chief may revoke approval of forthcoming scheduled CTO.
2. Subsequent CTO Scheduling. CTO that is scheduled and approved within the CTO period (fiscal year) in which it is to be taken may be scheduled in minimum two (2) hour increments. All requests for CTO must be submitted in writing to the Officer-in-Charge. When more than one request is submitted for the same day and/or time, requests will be honored on the first request submitted basis. Subsequent CTO requests submitted prior to the duty day for which such requests are made shall be approved or reasonably denied, based on projected manpower levels, at least one duty day prior to the duty day for which such requests are made. Denial of the request would not forfeit the standing of the request should manpower allow its approval later. CTO requests effective the duty day they are submitted shall be approved should manpower permit. Approved CTO shall not be subject to denial later due to subsequent decreases in manpower. The CTO calendar in the Duty Office at Central Fire Station shall be used to track initial and subsequent CTO requests. CTO requests for 40-hour employees will be coordinated with the Fire Chief.

SECTION 13.6 SEPARATION.

Upon separation from employment with the City, each regular non-probationary employee covered by this Agreement shall be entitled to receive payment at the employee's regular straight-time hourly rate of pay as of the date of separation for all unused CTO time.

SECTION 13.7 CONVERSION FORMULA.

For an employee reassigned from a shift schedule to a 40-hour schedule, multiply the employee's accumulated CTO times a conversion factor of .7547. For an employee reassigned

from a 40- hour schedule to a shift schedule, multiply the employee's accumulated CTO times a conversion factor of 1.325.

ARTICLE XIV: LEAVES

SECTION 14.1 GENERAL LEAVE OF ABSENCE.

The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. Department heads may recommend vacation, injury, and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. During leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment.

SECTION 14.2 MILITARY LEAVE.

Military leave shall be granted in accordance with applicable law.

SECTION 14.3 JURY DUTY LEAVE.

A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, the employee will turn in the jury check to the City when received. Should a jury be dismissed on any particular day, the employee will be expected to return to work.

SECTION 14.4 NON-EMPLOYMENT ELSEWHERE.

A leave of absence will not be granted to an employee to try for or accept employment elsewhere, or for self-employment. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

SECTION 14.5A SICK LEAVE.

Permanent 40-hour employees covered by this Agreement may accumulate sick leave at the rate of 10.6 working hours per month, to a maximum of two thousand twenty-eight (2028) working hours, or at a rate of fourteen (14) hours per month for shift employees, to a maximum of two thousand six hundred and eighty eight (2688) hours.

SECTION 14.5B ROUTINE CARE.

With prior approval and sufficient notice, leave for routine doctor, dental or other medical appointments shall be charged to the employee's regular and/or accumulated sick leave in one (1) hour multiples for the period the employee is off work. All employees must notify their shift supervisor of any scheduled appointment prior to the beginning of their shift. Upon return to work, the employee will give his supervisor a doctor's statement verifying his ability to resume firefighting duties.

SECTION 14.5C ELIGIBILITY FOR PAY.

In order to get sick leave with pay, each employee covered by this Agreement agrees to:

1. Report promptly to the Fire Chief or his designee the reason for his absence;
2. Keep the Fire Chief or his designee informed of his conditions; and
3. Use sick leave only for the purposes set forth in this section and to bear the burden of proof of such sickness if required by the City.

Sick leave with pay may be used only for sickness, injury, or pregnancy of the employee or for absence necessitated by delivery of child by a spouse or by illness, injury, death, or exposure to contagious disease by a member of his immediate family. "Immediate family" is defined as the following relation to the employee or his/her spouse: spouse, parent, step-parent, sibling, child, step-child, grandparent and grandchild. The word "spouse" shall include civil partners.

Presence of the employee must actually and immediately be required for bona fide serious circumstances or emergencies as reasonably determined by the City, and absence from duty shall not exceed the period of actual need.

Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only as provided herein. An employee on sick leave is required to act pursuant to reasonable instruction for care. Any employee who fails to meet the requirements of this Article, including failure to provide required medical documentation as provided in Section 16.5D, abuses the sick leave program, including the performance of work or activities off duty that are medically prohibited or restricted while on duty; or files for pay under false pretenses, shall not receive pay and may be subject to disciplinary action.

Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types of leave may be taken at any one time.

SECTION 14.5D CERTIFICATION.

If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required for medical reasons. A physician's certificate may be routinely required for absences of more than two (2) consecutive duty days, or for sick leave taken immediately before or after vacations or other time off provided by this Agreement, or for sick leave use in excess of four (4) occurrences per calendar year. An occurrence is defined as any continuous period of absence from duty covered by sick leave. The City also may reasonably require a physician's release certifying that the employee is fit to return to work as a condition to the employee's return to work. If there is a conflict between physicians' releases, the parties shall agree on a third person whose determination shall be final. Falsification of any verification of illness may be just cause for disciplinary action, up to and including discharge. Any employee who is found to have fraudulently obtained sick leave may be required to reimburse the City for such sick leave.

SECTION 14.5E SICK LEAVE PAYOUT.

Upon the retirement from City service of an employee who was hired after November 25, 2009, the City shall contribute to the employee's Retirement Health Savings Plan ("RHSP") account the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight time hourly rate of pay, to a maximum of six hundred (600) hours (four hundred fifty-three (453) for a 40-hour employee) to be contributed at the employee's regular straight time hourly rate of pay.

Upon the retirement from City service of an employee who was hired on or before November 25, 2009, the City shall make the maximum contribution allowed by law to the employee's 457 account, up to the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight-time hourly rate of pay, to a maximum of four hundred three (403) hours (three hundred four (304) for a 40-hour employee), with the difference between the maximum 457 contribution and the maximum payout provided by this Section, if any, to be contributed to the employee's RHSP account.

The RHSP contribution and payout provisions of this Section apply to retirement only, and do not involve separation from City service for any other cause or disability leave.

SECTION 14.6A INJURY, ILLNESS OR PREGNANCY.

In the event an employee is unable to work by reason of illness or injury, including those compensable under workmen's compensation, or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under worker's compensation an employee shall accrue seniority as set forth in Sections 14.6C and 14.7.

SECTION 14.6B ELIGIBILITY.

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

SECTION 14.6C WORKER'S COMPENSATION.

If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of three hundred and sixty-five (365) calendar days for any one injury or accident. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits as provided by the City. The employee shall authorize the City's inspection of his medical records and advise the department of any changes in his status.

Because the payments for worker's compensation benefits are not earnings subject to Federal, State, and F.I.C.A. taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (a) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. Noductions of any kind shall be made from this payment; (b) In addition, for each biweekly pay period of paid injury leave described above, the employee will receive a check in an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits per (a) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds, of course, take precedence over voluntary deductions such as credit union, or union dues, etc.

SECTION 14.7 DISABILITY LEAVE.

If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under 40 ILCS 5/4-101, et seq. Such disability shall be considered disability leave and such employee may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent

medical authorities that the employee will be permanently disabled, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of three hundred sixty-five (365) calendar days. No employee shall be allowed to return to work without a written release from his attending physician. In the event an employee is reinstated into active service pursuant to the above-referenced Illinois Statutes, and whereupon assigned to duty the employee fails to report to work for five consecutive calendar days, then his status as a municipal employee may be terminated.

SECTION 14.8 BENEFITS WHILE ON LEAVE.

Seniority, sick leave, vacation (or CTO, as the case may be) and employment credits shall not accrue when an employee is on leave without pay, on disability leave or on injury leave in excess of three hundred and sixty five (365) calendar days, except as per sections 14.6C, 14.7 and 16.3. Sick leave, disability leave and injury leave are not to be taken concurrently; only one (1) of the three (3) types may be taken at any one time. Any employee covered by this Agreement in violation of Article VI of this Agreement will automatically forfeit any and all covered benefits that they may enjoy.

SECTION 14.9 LIGHT DUTY.

Light duty for worker's compensation cases will be provided in accordance with the treating physician's restrictions. Light duty for personal injury may be made at the discretion of management subject to work availability and physician's restrictions.

ARTICLE XV: WAGES

SECTION 15.1 GENERAL.

Effective January 1, 2021, pay ranges and pay steps for employees in the classifications of Firefighter, ~~and Fire Captain,~~ and Battalion Chief shall be as set forth in the salary schedules attached hereto as Appendix

C. Pay ranges and pay steps for employees in the classifications of Firefighter and Fire Captain shall be increased annually by the percentages indicated below:

| | |
|-----------------|-------|
| January 1, 2022 | 2.25% |
| January 1, 2023 | 2.5% |

Employees normally will progress from Step A to Step B at the end of one year's service, and then progress through steps annually thereafter upon their anniversary date until Step E has been reached. Upon completion of five (5) years of service and with one (1) academic year of Fire Science courses (certificate) as provided for in Section 15.5, an employee will then progress to Step F in their respective pay range. Upon completion of six (6) years of service and with an Associate's Degree in Fire Science as provided for in Section 15.5, an employee will then progress to Step G in their respective pay range.

Battalion Chiefs shall be paid at 24F, step G.

SECTION 15.2 NEW EMPLOYEES / MERIT INCREASES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. The City may grant, or

fail to grant, such merit pay increases as it solely deems appropriate based upon employee

performance. Non-merit factors such as Union activity, race, color or creed may not be considered by the City in granting such increases.

SECTION 15.3 40-HOUR INCENTIVE.

As an incentive to volunteer for such positions, an employee (designated as Firefighter (80) or Fire Captain (80)) who is 1) filling a 40-hour position and 2) assigned to the 40-hour schedule shall receive, for so long as both 1) and 2) apply, a wage rate that is two and one-half percent (2 ½%) above the rate established for shift firefighters (designated as Firefighter (106) or Fire Captain (106)) in Appendix C.

SECTION 15.4 LONGEVITY PAY.

After five (5) continuous years of service, each employee covered by this Agreement shall have the following amounts added to his base wages

| Years of Service | Increase |
|------------------------|------------|
| After 5 years | 2% |
| After 10 years | 4% |
| After 15 years | 6% |
| After 20 years | 8% |
| After 25 years | 10% |
| <u>*After 30 years</u> | <u>12%</u> |

Base pay shall be the bi-weekly salary from the official pay plan as referenced in Appendices B and C of this Agreement for which the employee is eligible, excluding any other pay adjustment or compensation provided.

~~Battalion Chiefs having 30 or more years of continuous service with the City shall receive a 12% increase as is otherwise provided for above.~~

~~* Applicable to the rank of Battalion Chief only~~

SECTION 15.5 SEVERANCE PAY.

All permanent employees, upon retirement from the City service who are electing to retire under the provisions of the Illinois Firefighters Pension Law because of length of service, shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have met the requirements of the Illinois Firefighters Pension Law. This is a one-time only benefit and credit will not be given for part-time or temporary service. The City will compute severance pay on actual wages rather than base wages.

SECTION 15.6 PAYROLL DEDUCTIONS.

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions political action committee (PAC) contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

SECTION 15.7 DIRECT DEPOSIT.

All fire department members covered by this agreement shall have direct deposit for payroll payments.

SECTION 15.8 ACTING PAY.

A bargaining unit employee who works in a higher capacity for a minimum of three (3) hours in such higher classification shall receive the rate of pay of the higher classification as acting pay retroactive to the first hour of such consecutive duty time in the higher classification. The

determination as to whether or not the employee has been acting in a higher capacity for three (3) or more hours, and is thus entitled to acting pay, shall be made in accordance with present practice.

SECTION 15.9 APPROVED COLLEGE WORK.

The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the positions held by the employee.

Employees may not progress to Step F until completing one (1) academic year of Fire Science courses concurrent with Department practice, and may not progress to Step G until obtaining an Associate Degree in Fire Science from an accredited academic institution.

ARTICLE XVI: GROUP BENEFITS

SECTION 16.1 GROUP MEDICAL COVERAGE.

For employees covered by this Agreement, group medical coverage is available from a provider selected by the City Manager, currently the Illinois Department of Central Management Services' Local Government Health Plan. Four plans, which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time employees and their dependents; and to eligible retired employees under the age of 65 and their dependents under the age of 65. Plans of medical coverage that are secondary coverage to Medicare Parts A and B are available to retired employees at age 65 and their dependents at age 65.

Upon termination of employment for any reason other than retirement, the group coverage shall cease as of the date of the termination of employment. Employees who have been placed on temporary or permanent disability by the Fireman's Pension Fund, and employees who are on injury leave (receiving Worker's Compensation Disability Payments) in excess of three hundred and sixty-five (365) calendar days, may remain on the City's group medical plan at the employee's cost until age sixty-five (65).

SECTION 16.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS.

Each plan coverage month begins on the first day of the calendar month. Employees under this Agreement will be eligible for the medical coverage on the first day that the employee commences to work. An eligible dependent shall include the covered employee's spouse, eligible dependent children, and civil union partner, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix H toward the premium cost of group medical coverage under the City's plan. During the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. Any such modification shall be subject to the provisions of Section 16.8 of this Agreement.

SECTION 16.2A HEALTH SAVINGS ACCOUNT (HSA)

For employees who elect coverage under the "High Deductible Plan" the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. City agrees that during the calendar year 2018, one half of the HSA contribution shall occur in January and the other half shall be paid in July. For calendar years 2019 and 2020, HSA contributions shall only be made in July. Employees who elect coverage under a plan other than the "High Deductible Plan" are not eligible for an HSA and no City contribution will be made. For employees who switch from any other plan to the high deductible plan

in January of 2018, the City shall make an additional contribution of \$375 for single coverage and \$750 for family coverage to a Health Savings Account. This shall be a one-time option available only during this limited time period.

SECTION 16.3 EMPLOYEES ON DISABILITY OR INJURY LEAVE.

Subject to the City's group coverage plan, an employee on disability leave may remain in the group medical plan but the employee must pay the full employee premium, except for an in the line of duty disability as noted below, and the full dependent's premium.

Subject to applicable provisions of Federal and Illinois state statutes an employee on injury leave (worker's compensation leave) may remain in the group medical plan and the City will continue to pay the employee's premium and the City's share of the dependent's premium as provided for in Section 16.2, except where such leave exceeds three hundred and sixty-five (365) calendar days (Section 16.1). Subject to applicable provisions of Federal and Illinois state statutes, if an employee is disabled in the line of duty, the City will pay the employee-only premium so long as the disabled employee is prevented from being gainfully employed elsewhere. If a disabled employee takes employment elsewhere and is eligible to be covered by that employer's group medical plan, the City premium payments for the employee shall cease.

SECTION 16.4 RETIRED EMPLOYEES AND DEPENDENTS.

A firefighter who is removed from the City's active payroll because of retirement as a deferred pensioner, retirement from active service, or disability retirement, shall have such rights to continued coverage under the City's group medical plan as are provided by State statute, currently codified as 215 ILCS 5/367f. In addition, except as otherwise provided in Section 16.1 and/or Article XVII of this Agreement, the City will bear the cost of the total premium of the employee only coverage to age sixty-five (65). Further, should any employee under the age of fifty (50) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the various City pension plans, then that employee may remain in the City's medical plan at his own expense to age sixty-five (65). If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 16.1. That person at the age of sixty-five (65), be it the retired employee or dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

SECTION 16.5 UNION AND MANAGEMENT LIABILITY.

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

SECTION 16.6 RIGHT OF CONSULTATION.

A difference or conflict between any employee (or his covered dependents) and the plan of coverage regarding claims or coverage shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. Any questions or concerns involving claims or coverage shall be referred to the City Manager's office for clarification.

SECTION 16.7 HEALTH BENEFITS ADVISORY COMMITTEE.

Two (2) members of Local #555 shall be allowed to sit in on all Health Benefits Advisory Committee meetings. This will be a non-voting position, however, said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

SECTION 16.8 ECONOMIC IMPACT NEGOTIATIONS.

In the event that premium costs increase or any coverage or benefit is decreased during the term of this Agreement, the Union may elect to open the issue of medical coverage with the City, for the purpose of good faith negotiations over the economic impact of any such change, by serving notice on the City within thirty (30) days of such increase or decrease. Such negotiations shall commence not later than fifteen (15) days after such notice is served.

This provision shall not preclude the City from, as may be deemed necessary, making changes in benefits as provided in Section 16.2, changing service vendors, or passing on to employees their share of premium increases except as otherwise provided for in Section 16.2. The fact of any such change shall not be grievable by the Union; nor shall the City be required to make changes applicable only to firefighters in the City-wide medical plan. This provision is intended to afford the Union the opportunity to negotiate in good faith with the City the economic impact of any such change.

SECTION 16.9 GROUP DENTAL PLAN.

For employees covered by this Agreement, group dental coverage is available. A plan which provides certain benefits is available to permanent full-time employees and their dependents. The City will pay the employee's dental premium. The employee will pay for dependent coverage if desired.

SECTION 16.10 I.R.C. SECTION 125.

The City will extend its I.R.C. Section 125 Plan to members of the bargaining unit, so long as such plan continues to be authorized by the Internal Revenue Code.

SECTION 16.11 LIFE INSURANCE.

The City will provide \$10,000 in term life insurance for each employee covered by this Agreement.

ARTICLE XVII: RETIREE HEALTH SAVINGS PLAN

SECTION 17.1 ESTABLISHMENT.

The City shall establish a Retiree Health Savings Plan (RHSP) through the ICMA Retirement Corporation ("ICMA-RC") and RHSP accounts shall be established for all employees. The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 17.2 REGULAR CONTRIBUTIONS: NEW AND OPT-OUT EMPLOYEES.

Employees who are hired after November 25, 2009, shall be entitled to retiree medical coverage by means of their participation in the RHSP. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement, or upon the successful conclusion of an employee's

probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date.

SECTION 17.3 MATCHING CONTRIBUTIONS.

Each active employee covered under this agreement shall contribute via payroll deduction \$25 per month into his RHSP account; the City shall match the amount of each such contribution by contributing \$25 per month into the current employee's RHSP account.

SECTION 17.4 INCENTIVE CONTRIBUTIONS.

As a sick leave non-use incentive, the City will contribute, at the applicable rate of pay as of the first pay period following the beginning of a calendar year, a contribution equal to 72 hours of pay for any eligible shift employee (54 hours for a 40-hour employee) who does not use any sick leave during the previous calendar year, a contribution equal to 48 hours of pay for any eligible shift employee (36 hours for a 40-hour employee) who used one (1) day (24-hour day for a shift employee or 8-hour day for a 40-hour employee) or less of sick leave use during the previous calendar year, and a contribution equal to 24 hours of pay for any eligible shift employee (18 hours for a 40-hour employee) who used more than one (1) but not more than two (2) days of sick leave (24-hour days for a shift employee or 8-hour days for a 40-hour employee) during the previous calendar year. For purposes of this Section, a one-day bereavement period shall not count as sick leave use and, for 40-hour personnel only, up to four (4) hours of released time for routine doctor and dental appointments do not count as sick leave use. In order to be eligible for such incentive contributions, the employee must have at least thirty (30) days of sick leave in his sick leave bank.

SECTION 17.5 SAVINGS PROVISION.

It is the intention of the parties that the Retiree Health Savings Plan set forth in this Section shall be administered through ICMA-RC as long as it is mutually agreed and legally permitted. Should it occur that, because of circumstances beyond the control of the parties or in the exercise of legally-mandated City prerogatives, the plan administered by ICMA-RC should be terminated, the City agrees that the RHSP trust accounts maintained by ICMA-RC shall be transferred to a voluntary employee beneficiary association (VEBA) plan established under Internal Revenue Code Section 501(c)(9), or the then legal equivalent thereof, and the City's contribution obligations under this Section shall become VEBA contribution obligations. The VEBA to which such contributions are made shall be one selected by mutual agreement of the parties upon notice by the City and the opportunity to bargain over the selection, with such bargaining being subject to resolution by interest arbitration in the event of a failure to agree.

ARTICLE XVIII: PENSIONS

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

ARTICLE XIX: RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement from Galesburg City hall. This residence requirement shall be construed to mean actual "in fact" living and residing within

the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration of such employee's probationary period if the employee is to be continued in the City's service.

ARTICLE XX: MISCELLANEOUS PROVISIONS

SECTION 20.1 ACCEPTANCE OF GIFTS.

No gift or favor given because of his employment with the City of Galesburg shall be accepted by a City employee.

SECTION 20.2 DEFAULT ON PREMIUMS.

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

SECTION 20.3 DRIVER'S LICENSE.

Employees designated by the City to drive firefighting equipment shall be required to obtain and maintain an appropriate driver's license within thirty (30) days of employment. The City agrees to provide equipment and reasonable training on work time to assist employees in obtaining such driver's license. Employees will be allowed to take the driver's test during working hours at a time designated by the City.

SECTION 20.4A SERVICE OF NOTICES.

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

Notice to the Union shall be addressed to:

President, I.A.F.F., Local #555

150 South Broad Street

Galesburg, Illinois 61401

Notice to the City shall be addressed to:

Human Resource Manager

City Hall

55 West Tompkins Street

Galesburg, Illinois 61401

A basket will be placed in the Central Fire Station Duty Office for these notices and mail.

SECTION 20.4B EMPLOYEE NOTICES TO EMPLOYER.

Employees shall notify their supervisor within seventy-two (72) hours or the next working day, whichever occurs sooner, of any changes in address, telephone number or marital status. The supervisor will inform the Human Resource Manager immediately of any such transactions in order to update the central personnel records.

SECTION 20.4C UNION NOTICE TO EMPLOYER.

The Union agrees to furnish the City with an up-to-date list of all of its officers and to immediately notify the City of any changes thereto.

SECTION 20.5 ORDERLY OPERATIONS.

The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operations of the City, consistent with this Agreement.

SECTION 20.6 OUTSIDE EMPLOYMENT.

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

SECTION 20.7 PERSONAL USE OF CITY PROPERTY.

The use of City property for personal use is prohibited.

SECTION 20.8 PHYSICAL FITNESS.

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

The employees covered by this agreement shall be required to submit to the Physical Performance Test set forth below once each year. All bargaining unit members are required to complete this test and have their completion time validated by the Training Captain and a member of the City Fire Management staff. The completion time shall remain confidential.

Bargaining unit members that complete the test in three minutes and 38 seconds (3:38) or less shall receive an additional twelve (12) hours of CTO added to the annual allotment for the next year to be scheduled after all regular vacation scheduling has been completed and subject to the regulations of Article XIII (Consolidated Time Off) of this Agreement. A bargaining unit member may choose to cash-in any or all of these twelve (12) hours of CTO during the next calendar year in addition to the 96 hours of allowable CTO cash-in outlined in Section 13.4 of this Agreement.

Bargaining unit members who fail to complete the test, or whose completion time is in excess of seven minutes (7:00) shall be required to complete the Physical Performance Test every three (3) months until they reach a completion time below seven (7:00) minutes. If a bargaining unit member fails to complete the in seven minutes or less in three successive quarters, that information will be forwarded to the department physician to assist in recommendations to improve the employee's fitness level. The failure of a bargaining unit member to complete the test in seven minutes or less shall not be used in a punitive manner.

Testing shall be administered by the department and may be monitored by a Union representative with the employee's consent. Testing shall be conducted in a time frame after annual department physicals have been conducted, but prior to annual CTO scheduling.

City and the Union agree to discuss, with the intent of reaching agreement, adjustments to these completion times which may be necessary after conclusion of the first year of testing. If the parties fail to reach an agreement regarding adjustment of these times, either party may raise the issue during negotiations for a successor to this Agreement.

Galesburg Fire Department
Physical Performance Test

Required Gear

Full turnout gear (including gloves) with SCBA. Nomex hoods are optional. Extrication gloves may be worn in place of firefighting gloves.

Course Tasks and Rules

Task 1 - High-rise Stair-climb Evolution:

The course begins at the base of the stairs on the first floor of the burn tower with one (1) hand touching the accordion hose and “on air”. Time begins when the hose is raised to the shoulder. Carry a 50’ accordion section of 2 ½” attack line to the fourth (4th) floor of the burn tower. Running up the stairs and taking as many steps as possible is permitted. After reaching the fourth (4th) floor, carry the hose (walking) toward the window and drop the hose in the designated location.

Task 2 – Hoist Evolution:

With Hand-over-hand motion, pull a 50’ rolled section of 2 ½” attack line attached to ½” utility rope to the fourth (4th) floor of the burn tower. Place the hose in the designated location just inside the window opening. Walk back down to the first (1st) level of the burn tower making contact with each step. After returning to the first (1st) level, walk to the chopping simulator located just outside the opening to the burn tower.

Task 3 – Chopping Evolution:

Using a 9# dead-blow hammer, drive a length of railroad tie a distance of five feet (5’). You must “strike” the tie. Hooking or dragging the tie will result in the assessment of a fifteen (15) second penalty added to the total time. After driving the tie, drop the sledgehammer and walk a serpentine path a distance of 140’ to the next task.

Task 4 – 1 ¾” Hose Advance:

Pick up the nozzle and place it over the shoulder. Advance (walking) the 100’ length of charged 1 ¾” hose a distance of 75’, crack the nozzle and place it in the designated location. Walk 30’ to the next task.

Task 5 – Victim Rescue Evolution:

Lift the 145# dummy under the arms and drag it backwards a distance of 100’ and place it in the designated location. Total time ends at the completion of this task.

SECTION 20.9 RULES AND REGULATIONS.

All rules, regulations, and departmental orders shall be issued in writing to all bargaining unit employees. The Employer and the employees agree to adhere to those rules, regulations and orders unless and until they are changed in writing.

SECTION 20.10 PRINTING OF THE AGREEMENT.

The City shall be responsible for the printing of twenty five (25) copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be shared equally by the parties. The City shall distribute one (1)

copy to each bargaining unit member covered by this Agreement, and shall also provide each new bargaining unit member with a copy within one (1) pay period within their date of hire. This Agreement shall be printed by a Union printer of the City's choice, unless an alternative printing arrangement is mutually agreed to by Local #555 and the City.

SECTION 20.11 MANNING LEVELS.

Minimum manning shall be as established by the Fire Chief's General Order #2 Manpower. If the Chief decides to change the manning levels, he shall circulate a proposed new General Order incorporating the change. If the union wishes to bargain over the change, it shall notify the Chief, who shall then delay implementation of the changes for 30 days to allow for bargaining with the union during that period. During bargaining, the union shall be provided with the reasons for the change and the union shall have the opportunity to present alternatives to the change. After consideration of proposed alternatives, the Chief may implement the change unless the union has presented clear and convincing evidence that the change is unwarranted or unnecessary.

SECTION 20.12 TELEPHONE.

All employees shall be required as a condition of continued employment, to obtain and maintain an operating telephone.

SECTION 20.13 VOTING TIME.

Employees shall be allowed the opportunity to vote in any federal, state, or local general election during work hours.

SECTION 20.14 PERSONNEL RULES.

The City's Personnel Rules are not applicable to bargaining unit employees.

SECTION 20.15 ORIENTATION AND LAPEL PINS.

The Union will be allowed an opportunity to have a one (1) hour orientation during the first (1st) week of employment with all new hires to explain the role of the Union and the benefits of membership. Bargaining unit employees will be permitted to wear the I.A.F.F. Union lapel pin on their uniforms at work in accordance with departmental rules.

SECTION 20.16 PROTECTIVE CLOTHING.

The employer shall provide protective clothing, and the employee shall continue to receive station uniforms according to the current practice of the parties. Station uniforms will be provided by the employer. The City shall make efforts to secure grant funding to provide for two (2) sets of firefighting P.P.E. for all bargaining unit members to include but not limited to: bunker gear, nomex hood, and gloves.

SECTION 20.17 CLASS A DRESS UNIFORMS AND STATION UNIFORM COMPONENTS.

Effective January 1, 2015, an employee who completes his probationary period after this date shall be provided by the City with a Class A Dress Uniform, according to the current Department specifications, at no cost to the employee. This uniform shall be provided within ninety (90) days after the expiration date of the employee's probationary period. A shift Firefighter shall be provided with an annual trade-in allowance of up to \$250 for replacement of work shoes, belts, Class A uniform upgrades and approved T or polo shirts upon submittal of receipts. Firefighters are required to buy short pants.

For 40 hour employees, a clothing allowance of \$400 will be provided.

SECTION 20.18 REIMBURSEMENT FOR LOSS OF PERSONAL ITEMS

Employees covered by this agreement will be reimbursed for loss of personal items (including but not limited to: gloves, eyeglasses, contact lenses, personal tools and uniforms) destroyed or damaged in the line of duty in an amount not to exceed \$250 per occurrence.

ARTICLE XXI: APPRENTICESHIP AND LIAISON OFFICER PROGRAM

The Union agrees to cooperate with the Employer in the Apprenticeship and Liaison Officer Program. There shall be created an Apprenticeship and Liaison Officer Committee jointly established by the Employer and the Union, with equal representation. This Committee shall be charged with the responsibility of developing the guidelines for developing, implementing and administering such programs.

The Committee shall administer the Liaison Program to effectuate the purpose of development a corps of individuals from the community, representing industries, hospitals, financial institutions and the like, to serve as liaison personnel to the Galesburg Fire Department in the event of fire or other emergency at their facility. Such liaison officers will also be used by the Galesburg Fire Department as an auxiliary firefighting unit in the event of a major disaster in the community. Such persons will not be assigned to enter buildings or residences for the purposes of fire suppression, but will be limited to perimeter work, assisting the firefighters in the event of such a major disaster. They will be at all times under the direct supervision and control of the Chief of the Galesburg Fire Department or his assignee. They will wear uniforms and protective clothing that is distinctive from those of the bargaining unit members. Except in the case of such a major disaster, liaison officers will not perform the duties of firefighters and their duties shall be confined to providing information and other similar support services to the Galesburg Fire Department concerning their facilities. No such liaison officer will be summoned except if needed in an advisory nature nor perform any duties of any kind outside those of an advisory nature at the scene of a fire or similar emergency unless all bargaining unit members have been called back for duty because of the emergency.

Apprentice firefighters will be trained and assigned according to the guidelines developed by the Committee. Such persons shall be provided a uniform and protective clothing that is distinctive from that used by the bargaining unit members. Due to their lack of experience, and the possibility of injury to themselves, the public, and the bargaining unit members, apprentices will not be permitted to enter a building or a residence that is on fire. Apprentices will not be paid for their services and will not receive preferential treatment or consideration in the hiring process to become a member of the classified firefighting service of Galesburg.

In the event of a dispute among Committee members that cannot be resolved, the parties agree to refer the difference of opinion to a third party neutral for resolution, as per details and limitations to be mutually agreed for inclusion as an addendum to the contract to include a dispute mechanism for resolving cases of impasse positions of the Committee.

ARTICLE XXII: MAINTENANCE AND FUTURE DEVELOPMENT OF THE TRAINING SITE

The Hawthorne Training Site shall be recognized as an integral part of the Galesburg Fire Department facilities. Recognition of this therefore extends certain job responsibilities of bargaining unit members to that facility, including:

Maintains the Training Site's permanent structures and facilities to the effect of: maintains order and cleanliness of apparatus, tools, and equipment; sweeps and cleans or vacuums all floors and carpets; cleans and keeps sanitary the bathroom and kitchen areas including toilets, lavatories, showers, counters, cabinets, and appliances. Maintains order the cleanliness of classroom equipment and instructional aids.

Maintains and performs minor repairs of firefighting equipment, vehicles, and apparatus which may be stationed at the Training Site for training purposes.

Participates in the preparation, execution, and clean up operations arising from training activities implemented by the Department for the benefits of offering training opportunities to Department members together with other professional members or groups.

These duties and responsibilities arise from the conduct of regular Fire Department affairs and training activities. Utilization of the training facilities by outside departments, agencies, organizations, or affiliations will require their support in maintaining the order and cleanliness of training site facilities and equipment utilized in the conduct of these outside activities.

The Employer agrees to accept the primary responsibility of maintaining the physical grounds of the Training Site through its other departments by including the Training Site in its regular pattern of grass mowing and snow removal at the Hawthorne Complex. Firefighters shall assist in grounds upkeep by trimming grass, weeds, and brush in areas not easily accessible to large equipment. Firefighters shall use snow blowers and other equipment provided by the Employer to clean sidewalks and other areas not clearable by City plow trucks.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

Activities involved in the further development of the Training Site performed outside regular duties as outlined under the Job Description (Appendix B) will be considered as voluntary contributions by bargaining unit members.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

ARTICLE XXIII: JOB DESCRIPTIONS

The job descriptions for bargaining unit members are set forth in Appendix B.

ARTICLE XXIV: SAVINGS CLAUSE

If any provision to this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate in good faith the invalidated provisions.

ARTICLE XXV: ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement, as to those matters specifically stated in this Agreement.

ARTICLE XXVI: AMENDMENTS

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

ARTICLE XXVII: TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31) day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

Resolution of disputes as to the terms of the successor agreement shall be in accordance with the procedures of Section 14 of the IPLRA except that the impartial chairman of the arbitration panel shall be selected in accordance with the procedures provided for the selection of an arbitrator specified in Section 5.4 of this Agreement.

APPENDIX A

AUTHORIZATION FOR I.A.F.F. UNION DUES AND ASSESSMENTS

I hereby authorize the Finance Department to deduct from my earnings the regular monthly dues, and any annual assessments, uniform in dollar amount, in the amount certified by the Financial Officer of the Union; and further authorize the remittance of such amounts to said local Union in accordance with the currently effective agreement between the City of Galesburg and local Union. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the said local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City, and department of the City, the Union, and all their officers, representatives or agents from liability therefore.

APPENDIX B

JOB DESCRIPTIONS

FIREFIGHTER - FIRE DEPARTMENT.

Under direct supervision, combats and extinguishes fire; protects life and property through firefighting activities and the performance of hazardous tasks under emergency conditions and stress; participates in a program of emergency medical services; assists in the routine maintenance of department vehicles, apparatus, equipment, and physical facilities; receives training in methods and techniques related to firefighting; participates in the fire prevention and protection program.

Responds to fire alarms; uses chemical extinguishers, bar, hooks, lines, axes, and ladders to extinguish and/or prevent the spread of fire and protect lives and property; ventilates buildings, holds hose nozzle and directs water streams; may evacuate individuals from the fire and administer first aid to fire victims; participates in salvage and overhaul of equipment.

Drives and operates a pumper or ladder truck and/or rescue van; determines and takes most rapid route to the scene of the fire; positions truck, operates truck controls to regulate pressure and an amount of water flow or assure optimum of utilization of aerial ladders; distributes equipment from the truck to other fire fighters; assists and supervises the reloading of the truck.

Connects hydrant to pumper truck; turns on hydrant, lays hose lines as directed, checks couplings, and straightens hose.

Performs emergency rescue and provides emergency medical treatment in life-threatening situations, including fires, accidents and illnesses; gives necessary immediate treatment to distressed victims using life saving equipment; assures hospital and/or ambulance is contacted as required; may drive emergency van. Employees shall secure certification as an Emergency Medical Technician (minimum EMT or higher) within twelve (12) months of their date of hire and retain that certification as a condition of employment.

Receives continuous training in firefighting methods, techniques and equipment; participates in critique of firefighting operations after major fires; participates in the review of pre-fire plans for schools, nursing homes and hospitals.

Maintains and performs minor repairs of firefighting equipment, vehicles and apparatus. Participates in home awareness programs and Fire Prevention Week; provides tours of the firehouse; gives speeches to civic and school groups and interprets fire programs to community groups; may act as desk watch or historian at the fire station.

Prepares records and reports such as fire reports and equipment records; provides guidance, instruction and training to other firefighters; may assist Training Instructor as required.

Cleans and maintains fire station facilities; operates offset printing equipment when assigned. Firefighters shall continue to mow the grass at outlying stations and shall perform laundry duties according to the current practice.

With regard to snow removal from the apparatus aprons of fire department facilities, the Employer agrees to have its snowplows clean as part of their regular pattern of snow removal in the City. Firefighters shall use the snowplows, blowers, and other equipment provided by the Employer to clean the sidewalks and other areas not clearable by the City's snowplow trucks. If a fire emergency occurs, and it is necessary to clear an exit path for Fire Department vehicles, bargaining unit members agree to do so.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

Firefighters shall perform the duties of a superior officer as assigned. Firefighters shall perform other duties as assigned or required.

FIRE CAPTAIN - FIRE DEPARTMENT.

Any firefighter promoted to Fire Captain shall maintain EMT or higher certification. Under direction, functions as station commander during an assigned shift for an outside firehouse or serves as an administrative aide; supervises an on-going program of facility and equipment maintenance and directs and participates in the containment and suppression of fires; conducts training programs; prepares and maintains a variety of records and reports.

Supervises all activities at an outside fire station for an assigned shift; directs staff in an on-going program of vehicle, equipment and facility maintenance; conducts in-service training and drills of subordinates in firefighting methods and techniques; maintains discipline, evaluates performance and abilities of staff.

Supervises subordinates and participates in the containment and suppression of fires; determines best method of extinguishing fires; directs the operation of pumping equipment, laying of hose lines, rescue of individuals, ventilation of buildings, etc.; directs work of firefighters or assists in their direction when relieved by a superior officer.

Directs staff and participates in home awareness and other fire prevention programs.

The City may add additional firefighting duties to the foregoing by serving notice of such addition on the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the volunteer work of a bargaining unit member as it relates to equipment, grounds or facilities.

Prepares records and reports of fires, and station and staff activities; recommends and substantiates need for the purchase of new vehicles or equipment.

Serves as administrative aide; prepares, coordinates and maintains a variety of records and reports, such as time and pay records, personnel records, fire inspection reports, fire loss reports, station work activities, and supplies and equipment inventories; reviews building plans and assures compliance

with Fire Codes; coordinates releases to the media; may assist in the preparation of the budget proposal and prepares statistical information to evaluate existing or proposed programs.

Serves as training instructor for an assigned shift; teaches scheduled classes in firefighting techniques, equipment, methods and practices; coordinates or conducts special training programs; prepares related reports.

Assumes responsibility for acting as Battalion Chief in the absence of the superior. Performs other duties as required or assigned.

BATTALION CHIEF – FIRE DEPARTMENT

GENERAL DESCRIPTION

This is a full time, shift assigned management position working a 24-hours on / 48-hours off schedule. Under the direction of the Fire Chief this position is responsible for planning, organizing, supervising, and directing activities of employees on an assigned shift, often through a subordinate supervisor (Captain). These activities include fire suppression; training; maintaining equipment, supplies, and fire stations; pre-planning for fires; implementing departmental and City personnel policies; educating the public, and conducting fire inspections. Incumbent is responsible for the welfare of personnel in their command and civilians during incidents. The position requires a broad knowledge of fire department administration, modern firefighting, and fire prevention methods and techniques in making proper determinations on varied work problems. Work is reviewed through submission of reports and through discussions and conferences with the Fire Chief.

ESSENTIAL FUNCTIONS

Assists the Fire Chief in the development and implementation of goals, objectives, policies, procedures, and priorities of operations.

Assumes Incident Command or otherwise functions in a leadership role for fires or other significant incidents or emergencies.

Confers, coordinates, and works with other Shift Commanders, other city departments and personnel, and, as necessary, coordinates with other fire agencies.

Plans, administers, coordinates, executes, supervises, and delegates activities of fire suppression and rescue, training, medical emergencies, and fire inspections and investigations.

Makes strategic decisions concerning fire suppression and medical response including directing, coordinating and supervising companies during emergency operations.

Assigns and supervises the work of Firefighters engaged in the maintenance of equipment and grounds at the fire stations during shifts.

Makes personnel decisions, including assignments, schedules and recommendations for discipline, in coordination with the Fire Chief.

Supports and coordinates training needs.

Coordinates personnel and station activities through the supervision of the Fire Chief.

Writes, reviews, and creates accurate records including daily, monthly, and yearly reports.

Supervises tests performed on fire hydrants, fire apparatus, and fire hose.

Supervises and assigns pre-fire planning.

Enforces and trains employees on City and departmental policies.

Responsible for the conduct, efficiency, and discipline of personnel assigned to shift.

Responsible for evaluation and critique of major incidents.

Monitors shift personnel sick leave, time trades, and consolidated time off (CTO) in cooperation with current departmental practices.

Record all departmental activities that occurred during the shift.

Investigate any complaints received during the shift.

Responsible for coordination and continuity between shifts while maintaining a positive work environment and demonstrating knowledge of sound people skills in carrying out the mission of the department.

Other duties as assigned.

PHYSICAL REQUIREMENTS

Strength and mobility to operate a motor vehicle and take command at an incident or emergency scene.

See in close and distant environmental surroundings.

Stand or sit for short or extended periods of time.

Immediately and without warning exert oneself physically over short and extended periods of time.

Maintain hand/arm steadiness and make skillful, coordinated movements with the arms, hands, and fingers.

Hold arms up and make coordinated movements for long periods of time.

Hear and understand conversations in a quiet and noisy environment, as well as ability to tell where a sound is coming from and discriminate between sounds.

Ability to hear and speak to communicate in person, before groups, and over the telephone and radio.

Work outside in various temperature and climate conditions for both short and extended periods of time.

WORKING CONDITIONS

Work requires attendance at meetings at various sites within and away from the City.

Must be able to work extended shifts or be called back in emergency situations.

Position requires employee to be on 24-hour call.

APPENDIX C

| 2021 Sworn Fire Employee Hourly Pay Schedule | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Classification | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
| 40-hour/week Firefighter * | 25.18 | 26.44 | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 |
| 53-hour/week Firefighter | 18.54 | 19.46 | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 |
| 40-hour/week Fire Captain * | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 | 35.43 | 37.21 |
| 53-hour/week Fire Captain | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 | 26.08 | 27.39 |
| *includes 2.5% staff position incentive | | | | | | | |
| Note: Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science | | | | | | | |

Upon the effective date of this amended agreement, the following shall be the pay scale:

| <u>2023 Sworn Fire Employee Hourly Pay Schedule</u> | | | | | | | |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <u>Classification</u> | <u>Step A</u> | <u>Step B</u> | <u>Step C</u> | <u>Step D</u> | <u>Step E</u> | <u>Step F</u> | <u>Step G</u> |
| <u>40-hour/week Firefighter *</u> | <u>25.18</u> | <u>26.44</u> | <u>27.77</u> | <u>29.16</u> | <u>30.61</u> | <u>32.15</u> | <u>33.77</u> |
| <u>53-hour/week Firefighter</u> | <u>18.54</u> | <u>19.46</u> | <u>20.44</u> | <u>21.46</u> | <u>22.53</u> | <u>23.64</u> | <u>24.84</u> |
| <u>40-hour/week Fire Captain *</u> | <u>27.77</u> | <u>29.16</u> | <u>30.61</u> | <u>32.15</u> | <u>33.77</u> | <u>35.43</u> | <u>37.21</u> |
| <u>53-hour/week Fire Captain</u> | <u>20.44</u> | <u>21.46</u> | <u>22.53</u> | <u>23.64</u> | <u>24.84</u> | <u>26.08</u> | <u>27.39</u> |
| <u>53-hour/week Battalion Chief</u> | <u>==</u> | <u>==</u> | <u>==</u> | <u>==</u> | <u>==</u> | <u>==</u> | <u>33.24</u> |
| <u>*includes 2.5% staff position incentive</u> | | | | | | | |
| <u>Note: Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science</u> | | | | | | | |

APPENDIX D LAYOFFS

If during the life of this Agreement, the City reasonably determines that layoffs are necessary due to a lack of work or of funds, it shall provide a thirty (30) day notice to the Union to the effect that it will lay off employees. If either party desires to reopen for negotiations the proposed layoffs or the effects thereof, including the issues of work schedules or work assignments, the party seeking negotiations shall service notice upon the other party within ten (10) calendar days from the date that the 30-day notice is served on the union. If either party serves notice upon the other of a desire to reopen for negotiations in accordance with this Appendix D, the parties shall meet at reasonable times for a period of sixty (60) days, or longer if mutually agreed in writing, in an effort to reach agreement on the issues presented by the notice(s) of desire to reopen. If neither party serves notice of a desire to reopen, the City may proceed with layoffs at the end of the 30-day notice period. Layoffs shall be conducted in accordance with provisions of Section 9.7.

If the Union has served notice of a desire to reopen regarding layoffs, and no agreement is reached during the 60-day negotiations period, the Union may invoke such impasse procedures are available to it under applicable law. Interest arbitration, should it be demanded by the Union, shall be conducted on an expedited basis, with no more than sixty (60) days elapsing between the demand for arbitration and the arbitration award, unless extended by mutual agreement of the parties in writing or by ruling of the arbitrator. The City agrees that it will not implement layoffs pending receipt of an arbitrator's award issued in compliance with the terms of this Appendix D.

APPENDIX E EMT TRAINING

Where practicable, the necessary training to prepare employees to take EMT-or higher certification examinations and to meet the requirements for maintaining EMT-or higher certification will be provided on duty, without loss of pay, by and through the Galesburg Fire Department, subject to reasonable Department rules regarding training, attendance, and testing.

Overtime shall be paid in accordance with Section 7.3 of this Agreement.

APPENDIX F DRUG AND ALCOHOL TESTING

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. The City may order individual employees to submit to breathalyzer, blood or urine tests to determine the presence of alcohol and/or blood or urine tests to determine the presence of drugs where the City has reasonable suspicion to believe the individual employee is then under the influence of alcohol or controlled substances. The City shall set forth in writing to the employee at the time the order to submit the testing is given, the basis for such reasonable suspicion, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.

Reasonable suspicion will be based upon the following:

- A. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or
- B. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.
- C. Any and all accidents/injuries incurred while on duty that, in the non-grieveable judgment of the Fire Department supervisor in charge of accident review and reporting, are likely to be determined to have resulted in property damage of \$1,000 or more or that require immediate treatment by a medical professional.

2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that reasonable suspicion for the order exists. Refusal to submit to such tests may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse.

3. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- A. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
- B. Establish a chain of custody procedures for both sample collecting and testing that will ensure the integrity of and of each sample and test result;

- C. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing; if requested by the employer;
- D. Collect all samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- E. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- F. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;
- G. Require that the clinical laboratory report to the City positive result only in the case where both the initial and confirmatory test results are positive as to the same sample;
- H. Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the City by the laboratory.

Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the Employer or the employee.

Testing procedures for all breath, blood and urine samples for alcohol and other prohibited drugs and intoxicating compounds shall be in compliance with applicable sampling procedures and shall employ approved evidentiary instruments as required by Il. Adm. Code 20 IL. Adm. Code 1286.

Alcohol Standards: The parties agree to allow the City of Galesburg to administer breathalyzer tests by a trained technician on a properly calibrated breathalyzer to preliminarily determine reasonable suspicion for alcohol impairment by the employee while on duty. A blood alcohol reading on a breathalyzer administered as required under this Article of .01 or higher shall be considered a positive test. A confirmatory test shall be based upon a follow up blood test using the procedures required by this Article.

The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test and any alleged violation of this Agreement.

4. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and the posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law. This Agreement notwithstanding. The City agrees to indemnify and hold harmless the Union for and against any claims, demands or any liability that may arise, reasonable costs and attorney's fees included, as a result of any testing conducted by the City.

5. All discipline in situations involving a positive confirmed test shall be administered as specified herein:

- A. First Positive: Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other City or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:
 - a. Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the City and/or the City's EAP Coordinator.
 - b. Discontinue use of illegal drugs or abuse of alcohol.
 - c. The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City the employee's progress, cooperation, drug and alcohol use dangers perceived in connection with performing job duties and completion or non-completion of treatment.
 - d. Complete the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
 - e. Agree to submit to random testing during hours of work during the period of "after care", and for a period of twelve (12) months following the period of "after care" and
 - f. Agree that during this last chance period in (5) above, if the employee tests positive again, the employee may be terminated.
- B. Employees who do not agree to the foregoing shall be subject to discipline up to and including termination.
 - C. Second Positive: After two (2) violations of this policy, the employee shall be discharged from employment.

Upon being convicted of the sale, distribution, manufacture or transfer of an illegal drug, or the illegal sale, distribution, manufacture or transfer of a controlled substance, or felony possession of a controlled substance or any other illegal drug by an employee, an employee shall be immediately dismissed.

Upon being convicted of misdemeanor possession of any illegal drug or controlled substance, an employee will be subject to disciplinary action up to and including dismissal.

6. Voluntary Request for Assistance. Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance and successfully completes a substance abuse program. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedure in the operation of its Employee Assistance Program. Employees participating in EAP shall comply with the following requirements:

- A. The City attorney shall be notified of the employee's entry in the EAP. Such information shall be held confidential subject to the employee's compliance with the conditions and agreements established for EAP participation;
- B. The EAP conditions shall include a requirement that the employee be subject to random testing during treatment;
- C. During the period of treatment, the employee shall be required to obtain a fit for duty statement from a physician who shall provide to the Administrator of the EAP. If the employee is determined to be fit for duty, the statement shall be held in confidence. If found not fit, the City shall be notified by the Union President.
 1. If the employee fails to comply with any agreements or conditions for participation in the EAP, the City shall be notified by the Administrator of the EAP.
 2. This employee will be required to submit to random testing for a period of twelve (12) months following the successful completion of treatment. Any further positive drug and alcohol testing may result in termination.

APPENDIX G

COMPONENTS OF CTO

| Category | Year 0 | Year 7 | Year 14 | Year 22 |
|-------------------------------------|--------|--------|---------|---------|
| Current Allocations | | | | |
| Vacation (a) | 144 | 192 | 240 | 288 |
| Personal Day | 24 | 24 | 24 | 24 |
| Holiday Time (b) | 67.2 | 67.2 | 67.2 | 67.2 |
| Christmas Prem Hol (c) | 12 | 12 | 12 | 12 |
| Total | 247.2 | 295.2 | 343.2 | 391.2 |
| New PTO Hours | 248 | 296 | 350 | 400 |
| Change to 40Hour conversion: .07547 | 187 | 223 | 264 | 302 |

- (a) Vacation includes 8 hours for birthday for shift employees
- (b) Holiday time includes hours previously known as comp time
- (c) 12 hrs in CTO instead of added to wages as Premium Holiday P

BENEFIT CONVERSION PROCEDURE.

Employees who may be reassigned from a 53-hour work week schedule to a 40-hour work week schedule, or vice-versa, shall have their accumulated compensatory time leave hours, vacation leave hours, (or CTO hours, as applicable) and sick leave hours converted on the following basis:

1. New 40-hour Per Week Employees - To determine the equivalent benefit hours for new 40-hour per week employees, multiply the employee's shift schedule accumulated benefit hours times a conversion factor of .7547.
2. New Shift Employees - To determine the equivalent benefit hours for new shift schedule employees, multiply the employee's 40-hour per week accumulated benefit hours times a conversion factor of 1.325.

APPENDIX H

Health Insurance Contribution Rates

| City of Galesburg Employee Health Plan | | | | City of Galesburg Employee Health Plan | | | | City of Galesburg Employee Health Plan | | | |
|---|----------|-----------|-----------|--|----------|-----------|-----------|--|----------|-----------|-----------|
| Monthly Premiums 2021 | | | | Monthly Premiums 2021 | | | | Monthly Premiums 2021 | | | |
| High Deductible plan | | | | PPO plan | | | | PPO+ plan | | | |
| Fire Union | Emp Pays | City Pays | Total | Fire Union | Emp Pays | City Pays | Total | Fire Union | Emp Pays | City Pays | Total |
| Single | \$45.96 | \$604.72 | \$650.68 | Single | \$118.64 | \$619.48 | \$738.12 | Single | \$121.36 | \$666.22 | \$787.58 |
| per pay | \$22.98 | \$302.36 | \$325.34 | per pay | \$59.32 | \$309.74 | \$369.06 | per pay | \$60.68 | \$333.11 | \$393.79 |
| Emp + 1 | \$150.70 | \$1101.30 | \$1252.00 | Emp + 1 | \$326.88 | \$1092.64 | \$1419.52 | Emp + 1 | \$342.30 | \$1172.14 | \$1514.44 |
| per pay | \$75.35 | \$550.65 | \$626.00 | per pay | \$163.44 | \$546.32 | \$709.76 | per pay | \$171.15 | \$586.07 | \$757.22 |
| Family | \$332.18 | \$1327.88 | \$1660.06 | Family | \$489.32 | \$1388.12 | \$1877.44 | Family | \$513.26 | \$1486.82 | \$2000.08 |
| per pay | \$166.09 | \$663.94 | \$830.03 | per pay | \$244.66 | \$694.06 | \$938.72 | per pay | \$256.63 | \$743.41 | \$1000.04 |
| <p>Premiums & Contributions include medical, prescription drug, dental & vision benefits for each plan as defined in the benefits booklet</p> | | | | | | | | | | | |

RATIFICATION

Executed this _____ day of _____, 2021, after ratification by the Union membership and after receiving approval by the City Council.

CITY OF GALESBURG, ILLINOIS

I.A.F.F. LOCAL NO. 555
GALESBURG FIREFIGHTERS ASSOCIATION

City Manager/Date

President/Date

Witness/Date

Vice President/Date

Witness/Date

Vice President/Date

Treasurer/Date

Recording Secretary/Date

Agreement
Between
City of Galesburg
And
I.A.F.F. Local No. 555
Galesburg Firefighters' Association

January 1, 2021, through December 31, 2023

(Amended by the agreement of the parties, effective on the ____ day of _____, 2023 when passed and executed
by the City of Galesburg City Council)

AGREEMENT

This Agreement, entered into this ____ day of January 2021, by and between the City of Galesburg, Illinois (the “City”) and LOCAL 555, GALESBURG FIREFIGHTERS ASSOCIATION (the “Union”):

PREAMBLE

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

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

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

ARTICLE I: RECOGNITION

SECTION 1.1 UNION RECOGNIZED.

The City voluntarily recognizes Local 555 of the I.A.F.F. as the bargaining agent for the purpose of establishing the wages, hours, and terms and conditions of employment, for all non-exempt, full-time, permanent employees (those employees scheduled to work more than 32 hours per week) who are in the classification of Firefighter, Fire Captain, and Battalion Chief, but excluding supervisory, confidential, or exempt employees and all elected officials or officers of the City.

SECTION 1.2 CLASSIFICATION NOT GUARANTEED.

The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication, nor a guarantee that these classifications or titles will continue to be utilized by the City, except as governed by applicable Illinois State Statute.

SECTION 1.3 NEGOTIATIONS.

Each party shall be permitted to have six (6) individuals sit on the negotiating committee including a labor attorney, if any. Not more than two (2) members of the Union’s negotiating team shall be released from duty with pay at any one time.

SECTION 1.4 NEW CLASSIFICATIONS.

The City shall notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the agreement and the job duties are not significantly altered or changed, the new classification shall become a part of this agreement. If the job duties of the new classification are significantly altered or changed, and the Union

notifies the City of a desire to meet within ten (10) days of its receipt of the City's notice, the parties will then meet to negotiate concerning inclusion of the proposed classification in this Agreement.

SECTION 1.5 INTEGRITY OF BARGAINING UNIT.

Unless there is an extreme emergency, as defined by the Illinois Compiled Statutes, the City will not assign firefighting, fire prevention or EMS work normally performed by employees in the bargaining unit to any other employees. This provision shall not apply where there are not sufficient bargaining unit employees willing or available to perform the work in question.

ARTICLE II: UNION RIGHTS

SECTION 2.1 DUES DEDUCTIONS.

While this Agreement is in effect, the City will deduct bi-weekly the regular union dues and/or assessments for each employee in the bargaining unit for whom there is on file with the City a voluntary effective check-off authorization in the form set forth in Appendix A to this Agreement. The amounts so deducted shall be forwarded each pay period to the appropriate Officer of the Union. The Union may change the fixed uniform dollar amount which shall be considered the regular union dues once each year during the life of this Agreement. Assessments may only be deducted once each year during the life of this Agreement. The Union will give the City thirty (30) days notice in writing of any such change in the amount of uniform Union dues to be deducted or of any assessments to be deducted.

SECTION 2.2 UNION INDEMNIFICATION.

The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability and for all legal costs that shall rise out of or by reason of action taken or not taken by the City in properly complying with the provisions of this Article. The Union agrees to refund to the City any amount paid to the Union in error on account of this dues and assessment deduction provision within ten (10) days.

SECTION 2.3 UNION ACCESS.

One Union representative may have access to the premises of the City in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate City representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees if such visit does not disturb the work of any employee who may otherwise be working.

SECTION 2.4 CITY BULLETIN BOARDS.

The City will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature, subject to the reasonable approval of Human Resources. The City shall also make available reasonable space in a non-public area of the work site for the Union to mount its own bulletin board.

ARTICLE III: MANAGEMENT RIGHTS

SECTION 3.1 MANAGEMENT RIGHTS.

Except as specifically limited by the provisions of this Agreement, the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all

aspects, including, but not limited to, all right and authority exercised by the City prior to the execution of the Agreement, to include, but not limited to: the right to determine its mission, policies, and to set forth all standards of service offered to the public; to plan, direct, control and to determine the operations or services to be conducted by employees of the City; to determine the methods, means, and number of personnel needed to carry out the department's mission; to direct the working forces; to hire and assign or to transfer employees within the department for other related functions; to promote, suspend, discipline, or discharge, as per applicable Illinois State Statute or pursuant to the exercise of the City's Home Rule authority; to layoff or relieve employees due to lack of work or funds, to make publish and enforce rules and regulations; to introduce new or improved methods, equipment or facilities; to contract out for goods and services; to schedule and assign work; to establish work and productivity standards; to assign overtime; and, to take any and all actions as may be necessary to carry out the mission of the City and its departments in situations of civil emergency as may be declared by the City Manager or acting City Manager, according to Illinois Compiled Statutes, provided that no right enumerated in this Agreement shall be exercised or enforced in a manner contrary to or inconsistent with the provision of this Agreement, as directed by the City Manager.

SECTION 3.2 DETERMINATION OF AUTHORITY.

The Mayor and the City Council of the City have the sole authority to determine the purpose of the mission of the City and the amount of budget to be adopted.

Should an emergency be declared according to the terms hereof, the Mayor or the City Manager shall advise the local President of the Union or the next highest Officer of the Union of the nature of the emergency.

SECTION 3.3 AUTHORITY FOR APPOINTMENTS.

Authority to make appointments to all positions in the City service, except those of City Clerk, Deputy City Clerk, City Treasurer, Deputy City Treasurer, and uniformed personnel (except the Chief of the Fire Department and the Chief of the Police Department), is vested in the City Manager, or his designee, as per applicable Illinois State Statute or the exercise of the City's Home Rule powers.

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

ARTICLE IV: NON-DISCRIMINATION

SECTION 4.1 EMPLOYMENT POLICY.

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

SECTION 4.2 AGE REQUIREMENT.

All employees shall be retired upon attaining age seventy (70) but may continue employment to December 31 following the end of the fiscal year after the employee's seventieth birthday.

SECTION 4.3 EMPLOYEE DISCRIMINATION.

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

SECTION 4.4 RESPONSIBILITY OF UNION.

The parties acknowledge that the Union, as the exclusive representative of the members of the bargaining unit in accordance with Section 6(d) of the Illinois Public Labor Relations Act, has the following responsibilities and authority as to administering grievances filed pursuant to Article V (Grievance Procedure) of this Agreement:

Labor organizations recognized by a public employer as the exclusive representative or so designated in accordance with the provisions of this Act are responsible for representing the interests of all public employees in the unit. Nothing herein shall be construed to limit an exclusive representative's right to exercise its discretion to refuse to process grievances of employees that are unmeritorious.

SECTION 4.5 GENDER.

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

ARTICLE V: GRIEVANCE PROCEDURE

SECTION 5.1 DEFINITION.

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

SECTION 5.2 TIME LIMIT AND INFORMAL MEETING.

An employee who has a proposed grievance must request an informal meeting within ten (10) City business days of the date the employee knew, or should have known, of its occurrence. The notice shall be hand delivered to the employee's immediate supervisor and his union. The Fire Chief, or his designee, shall provide an informal meeting for the employee to meet and discuss the proposed grievance. The City shall notify the Union of this informal meeting. The employee's union representative shall attend. If the matter is not resolved to the satisfaction of the employee, the employee shall have ten (10) business days to file a grievance after the City gives the employee a written response.

SECTION 5.3 PROCEDURE.

Step 1. An employee and his union representative having a grievance must meet with his immediate supervisor for a simple direct decision, if possible. If "Step 1" does not resolve the grievance, the immediate supervisor will issue his written answer to the grievance within seven (7) City business days. Nothing in this agreement prohibits the Union from filing a grievance on a member's behalf.

Step 2. If the grievant desires to further process the grievance, it shall be referred in writing to the Fire Chief, or his designee, within seven (7) City business days of receipt of the "Step 1" response. The Fire Chief, or his designee, shall meet with the grievant and his union representative within seven (7) City business days of receipt of the referral. The Fire Chief, or his

designee, shall issue his written answer to the grievance within ten (10) City business days of receipt of the grievance referral.

Step 3. If the grievant desires to further process the grievance, the grievance may be referred in writing to the City Manager, or his designee, within seven (7) City business days of the receipt of the "Step 2" response. The City Manager, or his designee, shall meet with the grievant and/or his representatives within seven (7) City business days of receipt of the referral. The City Manager, or his designee, shall issue a written answer to the grievance within ten (10) City business days of receipt of the grievance referral. If the Fire Chief, or the City Manager, appoints a designee under this Section, the designee shall not be the same supervisor who issued the prior written answer at the previous step, provided, however, that the informal meeting provided for in Section 5.2 does not prohibit any supervisor from participating in the later grievance procedure steps.

SECTION 5.4 ARBITRATION.

Step 4A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) business days after the receipt of the Step 3 response. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within five (5) days, they shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who are residents of Illinois, Indiana, Iowa, Wisconsin, Missouri, or Michigan.

Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The parties shall alternately strike a name from the list until there is one name remaining. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place, subject to the reasonable availability of the Employer and the Union representative. All arbitration hearings shall be held in the City of Galesburg, Illinois, unless the parties mutually agree otherwise.

Step 4B. Arbitrator's Authority: The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws or rules having the force or effect of law. The arbitrator shall submit his written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties; whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning and/or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Step 4C. Arbitrator's Decision: The decision of the arbitrator may be enforced, at the insistence of either party or of the arbitrator, in the Circuit Court for Knox County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator of the Circuit Court or the decision of either. At any time the parties may, by mutual written agreement, amend or modify an arbitrator's decision. The arbitrator's decision shall be reviewable by the Circuit Court only for the reasons the arbitrator exceeded his authority or that the order was procured by

fraud, corruption or other similar or unlawful means as set forth in the Illinois Uniform Arbitration Act, 710 ILCS 5/1, et seq. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

Step 4D. Failure to Process in a Timely Manner: If a grievance is not appealed to the next step within the time limits set forth or during a mutually agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. The time limits set forth throughout the procedure shall be in effect except as to those grievances involving the Department's action in the case of a disciplinary suspension, discharge, or layoff from work, when the grievance shall be filed by the end of the employee's next duty day after the employee, or the Union knew of the action. Time limits for the processing of any grievance may be extended at any time by the written mutual agreement of the parties.

Step 4E. Arbitration Costs: The fee and expenses for the arbitrator's services shall be borne equally by the Employer and by the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne equally by the parties.

Step 4F. Compensation: One Union representative shall be allowed time off from duty with pay to investigate and process grievances. Such time shall not exceed one hour per step except in the case of extenuating circumstances.

ARTICLE VI: NO STRIKE AND NO LOCKOUT

SECTION 6.1 NO STRIKE.

The Union and the employees covered by this Agreement recognize and agree that the rendering of services to the community cannot, under any circumstances or conditions, be withheld, interrupted, or discontinued, and that to do so would endanger the health, safety and welfare of the inhabitants of the City. Therefore, during the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work or statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION 6.2 UNION RESPONSIBILITY.

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

SECTION 6.3 PENALTY.

The Employer may move to discharge or discipline any employee who violates Section 6.1. The Union will not resort to the grievance procedure on such employee's behalf to contest any disciplinary action the City may impose but may grieve the issue of whether Section 6.1 was violated. The Union agrees that the City has the right to deal with any such strike activity by the above measures, including suspension without pay on any, some, or all of the employees participating therein, depending on the individual facts of each alleged violation.

SECTION 6.4 MANAGEMENT RESPONSIBILITY.

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

ARTICLE VII: HOURS OF WORK AND OVERTIME

SECTION 7.1 NO GUARANTEE.

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week.

SECTION 7.2 NORMAL WORK WEEK/WORK DAY.

The normal day for employees covered by this Agreement shall consist of twenty-four (24) consecutive hours on-duty followed by forty-eight (48) consecutive hours off-duty and such additional time as may, from time to time, be required in the judgment of the City, according to the remaining provisions thereof.

The annual average weekly hours of work shall normally not exceed 53 hours per week. Such average annual hours of work shall be accomplished by scheduling a Kelly Day (one 24-hour shift off) every 18th on-duty shift, or an average of 6.75 Kelly Days per year. Kelly Day rotations initially were based on seniority by shift. New employees will be inserted into vacant slots created when members retire or are no longer a part of the bargaining unit because of promotion. Kelly Days are fully tradable in accordance with Section 7.9 of this Agreement.

Kelly Days shall be scheduled by the Fire Chief or his designee in such a way as to eliminate FLSA overtime (overtime paid solely as a function of the regular work schedule). This shall be accomplished by assigning each firefighter, by seniority by shift to an individual 27-day FLSA work cycle to begin halfway through the duty day of the first day of the cycle. As a result, each Kelly Day will consist of the last 12 hours of the first of two consecutive FLSA work cycles and the first 12 hours of the second such cycle, reducing each firefighter's regular hours worked to no more than 204 hours in each 27-day work cycle during the course of the work year.

The workweek for forty (40) hour personnel shall be forty (40) hours per week with no more than five (5) workdays in a seven (7) dayperiod.

SECTION 7.3 OVERTIME.

Overtime at 1.56 times the employee's regular rate of pay (annual salary divided by 2756 hours per year for shift employees or divided by 2080 hours for 40-hour employees) will be paid for all authorized time worked, as verified by the employee's supervisor, in excess of twenty-four (24) hours in a work day for shift employees, or in excess of eight (8) hours per work day for forty (40) hour employees, when such time is required to be worked by the City.

SECTION 7.4 CALL-BACK PAY.

Any employee that is called back on his CTO or regular day off or time off, including holidays and Kelly Days, will receive a minimum of two (2) hours pay of overtime pay.

SECTION 7.5A CALL-BACK AND ROTATION OF OVERTIME FOR SHIFT STAFFING.

Overtime shall be distributed among eligible members-in an equitable manner on the principle that the last person to accept an offer to work overtime will-be the last person to whom overtime is offered.

1. Duty Officers shall schedule and maintain the unified overtime roster for all eligible members.
2. Overtime for shift staffing shall be consolidated into a unified roster of all 53 hour bargaining unit members.
3. Members physically present on duty for the shift in need of overtime personnel for the time period in need are exempt from being offered or accepting overtime assignments.
4. Eligible members for overtime assignments shall be those that are not physically present on duty for the time period in need with the exception, but not limited to: those on approved leaves (military, jury duty, sick, disability), worker's compensation, or light duty.
5. When twenty-four (24) consecutive hours of overtime are required to be worked on a shift, overtime may be split so as to provide two (2) blocks of overtime of twelve (12) hours each. Overtime scheduling shall be accomplished by allowing members to choose the full twenty-four (24), or whichever twelve (12) hour block they prefer.
6. All minimum staffing overtime assignments shall be filled prior to any additional overtime assignments.
 - a) Independence Day fireworks standby, physician appointments, and/or on-duty educational standby are examples that shall be assigned after all staffing overtime assignments have been filled.
 - b) Discretion may be deferred to the Union President/designee for discussion between the Duty Officer for special/unusual overtime circumstances.
7. Members shall only move to the bottom of the unified overtime list once the member has accepted and worked a minimum of 12 hours of overtime, or requests to move to the bottom of the overtime list.
8. If, after all members eligible to accept overtime assignments have been contacted – or attempted to be contacted – and have not accepted the overtime assignments, the Duty Officer shall offer unfilled overtime assignments to members that have already accepted any overtime. Members on Kelly days and/or CTO during the overtime assignment shall be contacted as a last step prior to moving to mandatory overtime.
9. After all members eligible to accept overtime assignments have not accepted the scheduled overtime, the least senior member physically on-duty on their native shift day shall be mandated to work the remaining overtime assignment. If additional overtime assignments must be filled by mandatory overtime, the next member with the least seniority physical on-duty shall be mandated to work the remaining overtime assignment, and so forth.
10. The Duty Officer shall keep a record of all members required to work a mandatory overtime assignment including name, hours worked, date, and times.
11. No member shall be mandated to work an additional overtime assignment until all other available members physically on-duty from their native shift have been mandated to work an overtime assignment.
12. All approved time off, sick leave, or disability/light-duty shall excuse any member from enforcement of mandatory overtime assignments.

13. All overtime assignments are tradable as outlined in Section 7.9.

14. Any unscheduled additional staffing overtime assignments that may occur (sick leave call-in, sick leave on-duty, on-duty injury, etc.) shall be initiated by discretion of the duty officer, so long as all eligible members are contacted until such overtime assignments are accepted.

15. Section 7.5A in its entirety shall be subject to change once the Chief and Local 555 President have agreed upon adjustment language to fit the parameters of scheduling overtime within the Department scheduling software and technology.

16. With respect to overtime available due to a Battalion Chief's absence, the offer of each such instance of overtime will first be made to the other Battalion Chiefs and, if they decline, the overtime shall be filled by the current overtime practices.

SECTION 7.6 REST PERIODS.

All employees shall receive two (2) thirty (30) minute rest periods, one in the morning and one in the afternoon, as per current Department practice. The rest periods shall be granted by the supervisor as he deems appropriate to minimize work disruptions. During work beyond the normal day, employees shall receive their breaks in the same intervals as described above.

SECTION 7.7 MEAL PERIOD.

All shift firefighters shall be granted two (2) meal periods during each work shift, as per current Department policy. Forty (40) hour employees shall receive one (1) such meal period.

SECTION 7.8 FAIR LABOR STANDARDS ACT.

The Employer agrees to comply with the provisions of the Fair Labor Standards Act (F.L.S.A.) and the relevant Department of Labor rules as currently enacted or hereinafter amended, so long as the same shall be in effect.

SECTION 7.9 TIME-TRADING.

Bargaining unit employees may trade time, tours of duty and Kelly Days with other employees of the same rank or one rank higher or lower, subject to the following conditions:

1. The trading of time is done voluntarily by the employees and not at the request of the Employer.

2. The trade is not made for reasons related to the Employer's business operations, but is due to the employee's desire or need to attend to a personal matter. Time must actually be worked back (or donated as per condition #9 below) and not paid monetarily except in the case of duty relief paid directly by the Union to the stand-by for attendance at conventions, seminars, or other events as approved by the Fire Chief.

3. The minimum number of hours traded equals two (2) hours. The Department will allow stand-bys of an hour or less from 0630-0730 and from 0730-0830 hours with the approval of the Duty Officer.

4. Battalion Chiefs may only trade with other Battalion Chiefs or a Captain who is otherwise qualified to challenge the Battalion Chief exam.

5. The time trade must be in writing on the request form and signed by all parties involved in the time trade.

6. Once the trade is approved, the signing parties become fully responsible for the newly traded and approved time to be worked. If an employee then fails to be at work or supply a suitable

replacement within a reasonable time prior to the assigned work schedule, that employee (the most recently approved to work the designated time) will be docked for the missed hours of work at his normal rate of pay. The City will not be responsible for tracking time trades as to who owes whom time and takes no responsibility for requiring individuals to pay time back beyond what was approved on the approved request form.

7. All trading is subject to the reasonable approval of the Battalion Chief or the shift supervisor, as per the policies of the Fire Chief.

8. Employees working on an approved time trade shall be allowed to request and use leave on the “foreign” shift under the normal guidelines for time off.

9. Kelly Days can only be traded for Kelly Days and only within the same shift.

10. In extenuating circumstances (i.e. long-term illness/injury), as determined by the City, where an individual employee has been forced to exhaust all his leave benefits and is unable to work, other employees may voluntarily work for the absent employee on a pay-back or donation basis for a period not to exceed 120 days. Such a “time trade” will not be mandated by the City and the City bears no responsibility for insuring that time is paid back by the absent employee. All other rules apply including #5 and #7 as stated above.

ARTICLE VIII: SAFETY

SECTION 8.1 COMPLIANCE WITH LAWS.

The City agrees to comply with all laws applicable to its operations concerning the safety of its employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the City. The City agrees to take all reasonable steps to insure the safety of all employees during their working hours.

SECTION 8.2 UNSAFE CONDITIONS.

If an employee has justifiable reason to believe that his safety is in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

SECTION 8.3 LABOR-MANAGEMENT MEETINGS.

Representatives of the Union, not to exceed three (3) in number, and the City shall meet at mutually agreed upon times to discuss matters of mutual concern. The party requesting the meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. It is to be clearly understood that these are, in fact, meetings and not “negotiations.” If a written agenda cannot be developed, then no meeting will be held. Allegations of an unsafe working condition or equipment will not be acceptable unless substantiated in writing as to dates, times and witnesses involved. The requirement that there be a prompt resolution to safety disputes is of utmost concern to the City of Galesburg.

ARTICLE IX: SENIORITY

SECTION 9.1 DEFINITION.

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

SECTION 9.2 APPLICATION OF SENIORITY.

In the application of seniority and ability in promotions or the filling of permanent openings in classifications, seniority shall be the determining factor when, among employees involved, as fairly determined by the City, the qualifications, skill and ability to perform the work is relatively equal.

SECTION 9.3 TERMINATION OF SENIORITY.

Seniority and the employment relationship may, at the City's discretion, be terminated when an employee (a) quits, or (b) retires, or is retired, or (c) is laid off as per State Statute and refuses the recall notice or (d) is discharged. The parties agree the following reasons, among others, constitute cause for discharge when an employee (a) is absent for two (2) consecutive workdays without notifying the City, or (b) is laid off and fails to notify the City Manager's office of his intention to return within five (5) City business days after receiving notice of recall, or who fails to return at the designated time, or (c) does not report to work within forty-eight (48) hours after the termination of an authorized leave of absence.

SECTION 9.4 PROBATIONARY PERIOD - NEW EMPLOYEES.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of one (1) year. During this probationary period the employee shall not be represented by the Union as regards to discipline or discharge of the employee but is eligible to be a member of the Union after ninety (90) days of employment. The probationary period is to be used to test further the ability of the employee to perform the required duties of the position successfully. If the employee fails to meet the required standards of performance, he may be dismissed.

SECTION 9.5 SENIORITY ROSTER.

The City shall maintain a seniority roster noting the date of hire and current classification for each bargaining unit employee. The Union shall be provided with a copy of the seniority roster on or about January 1 of each succeeding year. Any objections to the seniority roster as provided shall be reported in writing to the City Manager's office within fifteen (15) work days of the date of the deliverance of the seniority roster or the roster shall stand approved as given.

SECTION 9.6 SAME DAY HIRES.

Seniority shall be computed from the date of hire. In the event of a layoff, if more than one person is hired on the same day, then that person occupying the higher position on the original appointment list shall have greater seniority.

SECTION 9.7 LAYOFF AND RECALL.

The City, at its discretion, shall determine whether layoffs are necessary. Layoffs shall be for a lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order: (a) probationary employees in their original probationary period, and (b) in the event of further reductions in force, employees will be laid off in the inverse order of their departmental seniority, as governed by Illinois State Statute.

Employees who are laid off shall be placed on a recall list as specified in the Illinois State Statutes. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

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

SECTION 9.8 RESIGNATIONS.

In order to resign in good standing, a probationary or permanent employee shall give at least two (2) weeks notice in writing of his intention to resign. No employee may take time off during the last two (2) weeks of his employment unless reasonably approved prior to the notice of intention to resign. In addition, an employee who resigns voluntarily within one (1) year of having been hired by the City shall be required to repay the cost of tuition at the Firefighter II Academy (currently, \$2,750). The City Manager is given the discretion of waiving the provisions of the notice and/or repayment requirement should unforeseen circumstances warrant.

ARTICLE X: FILLING OF VACANCIES

SECTION 10.1 VACANCIES

For the purpose of this Article, a vacancy is created when the City determines to increase the work force or when any of the following personnel transactions or events occur as to an incumbent: terminations by retirement, resignation or discharge, promotions, demotions, or death.

SECTION 10.2 FILLING OF VACANCIES.

All vacancies covered by this Agreement shall be filled in accordance with provisions of the Municipal Code, 65 ILCS Ch. 10.2.1-4, the rules of the Board of Fire and Police Commissioners or the Fire Department Promotion Act 820(D), 50 ILCS 742(D) as applicable.

SECTION 10.3 PROMOTED EMPLOYEES.

In the case of a promotion, the rate of the promoted employees will be adjusted to the first step in the new range.

SECTION 10.4 PROMOTIONS.

Promotions to the rank of Captain and Battalion Chief (so long as those ranks continue to exist in the Galesburg Fire Department) shall be conducted in accordance with the provisions of the Fire Department Promotion Act, 50 ILCS 742 (hereinafter, the "Promotion Act"), as amended, and the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg (hereinafter, "the Board"), to the extent that such Rules and Regulations are consistent with the provisions of the Promotion Act. Except where expressly modified by the terms of this Article, promotional procedures shall be consistent with the Promotion Act.

SECTION 10.5 EXAMINATION COMPONENTS AND SCORE.

The final promotional examination scores for promotion to the ranks of Captain and Battalion Chief within the Galesburg Fire Department shall be determined as follows:

| Component | % of Total Score | Maximum Points |
|----------------------------|------------------|----------------|
| Seniority | 10 % | 10 |
| Education/Military Credits | 20 % | 20 |
| Oral Interview | 15 % | 15 |
| Written Examination | 20 % | 20 |
| Departmental Evaluations | 10 % | 10 |
| Assessment Center | 25 % | 25 |

SECTION 10.5A SENIORITY.

Seniority is to be determined as of the date the written examination is given and will be calculated as follows: one-half (1/2) point per year for each full year of service as a full-time firefighter with the Galesburg Fire Department, up to a maximum of ten (10) points.

SECTION 10.5B EDUCATION/MILITARY CREDITS.

A candidate for promotion must submit his or her claim for education/ military credits with proof thereof to the Board three (3) weeks prior to the date set for the written examination. The maximum number of points shall not exceed twenty (20) in total.

Candidates for promotion shall be awarded points for education/military credits based upon the following schedule, which is divided into four categories. A candidate shall be awarded the highest point value from each of the categories and point totals from the four categories will then be aggregated to constitute the candidate’s total education/military credit score.

| | | |
|-----------|--|---------------|
| 1A | Bachelor’s Degree and Military | Points |
| | Bachelor’s Degree – any discipline* | 3.5 |
| | Military preference points (65 ILCS 5/10-2.1-11) | up to 3.5 |
| 1B | Specific Degrees | Points |
| | Associate’s Degree, Fire Science, Public Administration or Emergency Management* | 2 |
| | Bachelor’s Degree, Fire Science, Public Administration or Emergency Management* | 3 |
| | Master’s Degree, Fire Science, Public Administration or Emergency Management * | 4.5 |

To be eligible, degree must have been obtained from education institution duly accredited by a recognized accrediting agency, e.g., NorthCentral.

1A and 1B constitute Category 1. Only one of the point value sources in Subcategories 1A and 1B may be claimed, and the combination of 1A and 1B is limited to a maximum of eight 8 points, or forty 40 percent of the total ascertained merit points awarded. E.g., Military preference from 1A and Bachelor’s Degree, Fire Science from 1B will produce 6.5 points; Military preference from 1A and Master’s Degree, Fire Science from 1B will produce 8.0 points.

| | | |
|----------|---|---------------|
| 2 | Fire Officer Certifications (includes Provisional Certifications) | Points |
| | Certified Fire Officer I/Company Fire Officer – for Captain test only | 5 (25%) |
| | Certified Fire Officer II/Advanced Fire Officer – for Battalion Chief test only | 5 (25%) |
| 3 | Specific Job Related Certifications | Points |
| | Fire Apparatus Engineer | 1 (5%) |
| | Vehicle/Machinery Operation/Roadway Extrication Specialist | 1 (5%) |
| 4 | Other Certifications and/or Committee Membership or Service | Points |
| | (Maximum of 6 points (30%)) | |
| | Haz Mat Technician A | 1 |
| | Haz Mat Technician B | |
| | Hazardous Materials Technician (equivalent to HazMat Tech A & B) | 2 |
| | TRT Operations (all 4 disciplines)/ or equivalent | 1 |
| | TRT Technician (all 4 disciplines)/ or equivalent | 1 |
| | Fire Investigation (all 3 modules) | 1 |
| | Fire Arson Investigator | 1 |

| | |
|---|----|
| Fire Pension Board Member (minimum of 3 years) | .5 |
| Union Executive Board Member (minimum of 3 years) | .5 |
| 2% Foreign Fire Tax Board Member (minimum of 3 years) | .5 |

Note: Once awarded, merit points will apply for the duration of an employee’s tenure.

SECTION 10.5C ORAL INTERVIEW.

The Oral Interview shall be competitive and consist of questions related to and associated with the performance of the duties for the position sought.

SECTION 10.5D WRITTEN EXAMINATION.

The written examination shall be competitive, shall consist of questions derived from the reading materials assigned and from the Department’s current policies and procedures. The questions shall be related to and associated with the performance of duties for the position sought.

SECTION 10.5E DEPARTMENTAL EVALUATIONS

Departmental Evaluations shall be conducted in two (2) parts: a management evaluation and a peer evaluation. The individual candidate’s scores for each of these two (2) separate evaluation types shall be collected by the Fire and Police Commissioners, totaled, and presented as one (1) candidate score for Departmental Evaluations. The maximum score for Departmental Evaluations is ten (10) points. The processes for the evaluations shall be as follows:

1. Management Evaluations The management staff evaluations shall be a subjective evaluation by the GFD Chiefs including the filled positions of Fire Chief, Deputy Chief, and Battalion Chiefs. These points will be determined in a special meeting in the Fire Chief’s office prior to the written exam component. An observer (a Fire and Police Commissioner or alternate) shall attend the meeting. An alternate observer shall not be a department member and shall be approved by both the Fire Chief and the union. The observer shall have no input into the scoring but will act to guarantee the points are awarded in an equitable manner among the Chiefs. Each Chief shall independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each Chief will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The individual Chiefs’ scores will be totaled, the candidates ranked, and the promotional points awarded as follows:

| Captain Candidates | |
|--------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.5 |
| 3 | 4.0 |
| 4 | 3.5 |
| 5 | 3.0 |
| 6 | 2.5 |
| 7 | 2.0 |
| 8 | 1.5 |
| 9 | 1.0 |
| 10 | 0.5 |

| Battalion Chief Candidates | |
|----------------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.0 |
| 3 | 3.0 |
| 4 | 2.0 |
| 5 | 1.0 |

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Management Staff Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.

2 Peer Evaluations The peer evaluations shall be a subjective evaluation by the non-management (Chiefs) roster of the Galesburg Fire Department, excluding probationary employees. A form will be established for each rank listing all the candidates challenging the promotional process. Prior to the written test component, each evaluator will use the aforementioned form to independently rank his top ten (10) Captain candidates (or fewer if there are less than 10 candidates) from 10-1. Each evaluator will independently rank his top five (5) Battalion Chief candidates (or fewer if there is less than 5 candidates) from 5-1. Candidates for promotion may evaluate themselves as they see fit within the rankings. Candidates not in the top 10 for Captain promotion and top 5 for Battalion Chief promotion will receive a score of zero (0). The Fire and Police Commission will compile and total the individual evaluator scores, rank the candidates, and award the promotional points as follows:

| Captain Candidates | |
|--------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.5 |
| 3 | 4.0 |
| 4 | 3.5 |
| 5 | 3.0 |
| 6 | 2.5 |
| 7 | 2.0 |
| 8 | 1.5 |
| 9 | 1.0 |
| 10 | 0.5 |

| Battalion Chief Candidates | |
|----------------------------|---------------------------|
| <u>Rank</u> | <u>Promotional Points</u> |
| 1 | 5.0 |
| 2 | 4.0 |
| 3 | 3.0 |
| 4 | 2.0 |
| 5 | 1.0 |

In the case of a tie score, the candidate with the higher seniority will be ranked higher. Candidates not in these rankings will receive zero (0) points for the Peer Evaluation component of the promotional process. If fewer than the allotted number of candidates are available, the points will be assigned as above to the required ranking number.

SECTION 10.5F ASSESSMENT CENTER.

The parties agree to the use of an assessment center in the promotional process. A committee comprised of members of the Board of Fire and Police Commissioners, Fire Command Staff and the union, will create bid specifications for use in selecting a qualified vendor for the Assessment Center.

The assessment center will be conducted following the awarding of points for seniority, education/military credit, oral interview, written exam, management staff evaluation, and peer evaluation components of the promotional process.

The number and choice of exercise as well as the scoring weight given to each exercise used in the assessment center will be determined by the approval of the parties.

The parties agree to use an independent assessment service as provided in the Fire Promotion Act (50 ILCS 742/1 et seq.)

The Fire Department Deputy Chief or Battalion Chief in charge of Training shall assist the assessment service provider with information regarding department rules, regulations, policies, and procedures in the formulation of exercise components. Scoring will be conducted solely by the assessment service evaluators and provided to the Fire and Police Commission.

SECTION 10.5G SEQUENCE OF TESTS.

The points to be awarded each candidate for promotion for seniority, education/military credit, oral interview, written exam, and departmental evaluations shall be totaled and posted by the Fire and Police Commission. Candidates with a cumulative score of less than 45 points on these elements will be eliminated from the testing process and will not be allowed to challenge the assessment center testing process.

SECTION 10.5H TOTAL SCORE.

A candidate's total score shall consist of the combined point totals awarded for seniority, education/military credit, oral interview, written examination, management staff evaluation, peer evaluation, and assessment center. Candidates shall take rank upon a promotional eligibility register in the order of their relative excellence as determined by their total score. In the event of a tie score, the placement of the tied candidates on the eligibility list shall be determined by departmental seniority in rank. A candidate who fails to achieve a minimum total score of seventy (70) will not be placed upon the final promotion eligibility list. All promotions shall be made in rank order, from top to bottom in accordance with the FDPA, 20(D).

SECTION 10.5I PREREQUISITES.

While candidates may test and be placed upon a final promotional eligibility list without the following prerequisites, a candidate for promotion to the position of Fire Captain must, as of the time that a vacancy occurs have served as a full-time paid firefighter for a period of three (3) years and attained certification as Firefighter III. A candidate for the position of Battalion Chief must, as of the time that a vacancy occurs, have served a minimum of two (2) years as a Galesburg Fire Department Fire Captain and attained certification as a Fire Officer I. Candidates who lack the required prerequisites at the time a vacancy occurs, while disqualified for the immediate promotion, shall retain their position on the eligibility list and shall be eligible for promotion when later vacancies occur, provided in each case that the necessary service component and training certification are attained.

When an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) during the applicable time of an established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the date the vacancy (e.g. retirement) occurred. When

an opening for promotion occurs (due to reasons stated in Section 10.1 of Article X) at a time when there is no established (valid) promotional list, the required prerequisite time frame shall be calculated backwards from the posting date of the next final promotional list.

SECTION 10.5J PROVISION OF COMPONENT SCORES.

In addition to the scores that are posted per the Rules and Regulations, an employee shall be entitled, upon written request of that employee, to receive a written record of the scores achieved on each of the components of the promotional examination. It is agreed that those involved in the scoring of the points awarded for oral interview, education/military credit, and departmental evaluation shall not be informed of the scores achieved on the written component until after these aforementioned components scores have been determined.

SECTION 10.6 PROMOTIONAL VACANCY.

The existence of a vacancy shall be deemed to occur in accordance with Section 20(d) of the Promotion Act. When a vacancy occurs, the appropriate corporate authority shall notify the board. Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified in the Rules and Regulations of the Board of Fire and Police Commissioners of the City of Galesburg, provided that such Rules and Regulations are consistent with the Promotion Act.

SECTION 10.7 REOPENER FOR PROMOTION TESTING.

It is agreed by the parties that a committee of six (three from each side) shall meet after the signing of this Agreement to continue to work on refining the promotional process. Issues may include, but are not limited to, Chief's points/Peer review points, use of a fire simulator, and use of an assessment center. It shall be the City's responsibility to keep the Board of Fire and Police Commissioners informed of proposed changes and to seek input from the Board before arriving at a tentative agreement. Any agreement will be taken back to the membership for ratification, and then become part of this Agreement by side letter. If an agreement cannot be reached within ten (10) months before the expiration of the current promotional lists, the promotion process will be as provided in the above sections of this Article X.

ARTICLE XI: EMPLOYEE DISCIPLINE AND DISCHARGE

SECTION 11.1 EMPLOYEE DISCIPLINE.

The City may discipline or move to discharge any employee for just cause. The City further agrees that disciplinary action shall be in a timely fashion.

SECTION 11.2 CORRECTIVE.

The City agrees discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. However, when the severity of an infraction is great, discipline outside the normal progression, up to and including dismissal, may be considered an appropriate remedy. Once the measure of discipline is determined and imposed, the City shall not increase it for the particular act of misconduct unless new facts or circumstances become known. Where the City believes just cause exists to institute disciplinary action, the employer shall have the option to assess the following penalties:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

In keeping with the parties' agreement that discipline is to be corrective, it is agreed that all files maintained concerning an employee shall be expunged, upon the employee's request, of any reference to his disciplinary history in accordance with the following:

1. Verbal reprimands: Will stay in a separate file in the Fire Chief's office and not sent to the City Manager's office unless further discipline is required.
2. Written reprimands: Removed not later than three (3) years after issuance.
3. Disciplinary suspensions: Removed not later than five (5) years after issuance.

SECTION 11.3 PROCEDURE.

Any and all disciplinary actions against bargaining unit members shall be taken in accordance with the following:

SECTION 11.3A DISCIPLINARY ACTION.

The City may institute disciplinary action against any employee for just cause. Disciplinary action may consist of any one of the following penalties:

1. Oral Reprimand
2. Written Reprimand
3. Suspension for 30 days or less
4. Demotion
5. Discharge

Disciplinary action shall be progressive and corrective in nature and not designed to merely punish. The severity of the penalty applied shall be proportional to the gravity of the offense.

SECTION 11.3B CHIEF'S AUTHORITY.

The Fire Chief shall have the following disciplinary authority:

1. To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of thirty (30) calendar days. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.
2. To file charges against employees seeking the penalties of discharge or demotion.
3. To suspend an employee with pay pending an investigation or the filing of charges.

SECTION 11.3C NOTIFICATION AND GRIEVANCE PROCEDURE.

If the Fire Chief decides to discipline an employee according to section 11.3B(1) or to initiate discipline of an employee according to Section 11.3B(2), he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved with a copy to the Union. The employee shall have the right to contest the disciplinary action imposed according to Section 11.3B(1) by filing a grievance only.

If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V of the Agreement, except that it shall be filed at Step 3 of the procedure. Oral and written reprimands will only be processed through Step 3 and shall not be subject to grievance arbitration.

SECTION 11.3D CITY MANAGER'S AUTHORITY.

City Manager's authority to suspend, discharge, or demote and to suspend pending investigation or hearing:

1. The City Manager or designee shall have the authority to take final action as to charges for dismissal or demotion filed by the Fire Chief in accordance with Section 11.3B(1). The employee shall have the right to contest the disciplinary action by filing a grievance only. If the employee elects to file a grievance, the grievance shall be filed at Step 4A of the grievance procedure and processed (with the approval of the Union) to arbitration in accordance with the procedures of Article V of the Agreement.
2. The City Manager or designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing on charges recommending discharge. When the City Manager or designee makes a tentative decision to suspend for specified misconduct, demote, or to suspend without pay pending investigation or hearing on charges for discharge, prior to implementing the suspension, the City Manager or designee shall notify the Union and meet with the employee involved, and the employee's Union representative if requested by the employee, and inform the employee of the reasons for such contemplated action. The employee and the Union representative, if present, shall be given the opportunity to rebut and/or clarify the reasons for the suspension without pay pending investigation or hearing.

SECTION 11.3E FINALITY OF DECISION AND JUDICIAL REVIEW.

The decision of an arbitrator with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the City, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, 5 ILCS 315/8.

SECTION 11.3F EXCLUSIVITY OF DISCIPLINARY PROCEDURES.

This Agreement is intended to supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 1/10-2.1-17 by providing the employee with the right to have a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement in lieu of a hearing conducted by the Board of Fire and Police Commissioners. Pursuant to Section 15 of the IPLRA and the City of Galesburg's Home Rule Authority, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly supersede and preempt, any provision that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the City of Galesburg Board of Fire and Police Commissioners.

ARTICLE XII: PERSONNEL FILES

SECTION 12.1 PERSONNEL FILES.

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file as of the effective date of this Agreement may not provide the basis for discipline against an employee.

SECTION 12.2 INSPECTION.

Upon appropriate written request to Human Resources, an employee may inspect his personnel file, subject to the following, within seven (7) working days: (a) inspection shall occur during normal working hours, at a time and in a manner mutually acceptable to the employee and the City. Upon request, an employee who has a written grievance on file who is inspecting his personnel files with respect to said grievance, may have a representative present during such inspection; (b) copies of materials in an employee's personnel file shall be provided to the employee

upon request. The employee shall bear the cost of duplication; (c) employees will be limited to reviewing their personnel files to four (4) times a year; (d) as provided by current Illinois law, not all documents in an employee’s files are available for inspection or copying. Some of these documents are reference checks, test materials or responses to the City with the specific request that it remain confidential; (e) as the City of Galesburg is the official guardian of the personnel records, no employee will be allowed to view their records without a member of the City Manager’s office, or his authorized designee, present.

SECTION 12.3 NOTIFICATION.

An employee shall be notified before a formal disciplinary action (written record of oral warning, written warning, disciplinary suspension, or termination) is placed in his personnel file. Such notification shall include an opportunity for the employee to sign and date the notification as evidence that he received the notification.

SECTION 12.4 EVALUATIONS.

Upon request, an employee shall be provided a copy of the evaluation form used for the purpose of evaluating his job performance. The evaluation shall be discussed with the employee and the employee shall be given a copy after completion and shall electronically sign the evaluation as recognition of having read it.

SECTION 12.5 REBUTTALS.

An employee may file a written rebuttal in his personnel file concerning any material in the file.

ARTICLE XIII: CONSOLIDATED TIME OFF

SECTION 13.1 COMPONENTS.

Effective January 1, 2013, in lieu of separate holidays, birthdays, personal days, vacations, and compensatory time off, each employee covered by this Agreement will receive an allotment of hours of paid consolidated time off (CTO) that will vary with seniority and shift or 40-hour assignment, as set forth in Section 13.2. The separate components of consolidated time off, comprising the amounts set forth in Section 13.2, are itemized in Appendix G. For purposes of arbitration under Section 14 of the Illinois Public Labor Relations Act, the components of CTO, as set forth in Appendix G, shall be treated as separate economic issues.

SECTION 13.2 AMOUNTS.

Employees will receive annual CTO, accrued by pay period, as follows:

| <u>Shift Employees</u> | | | <u>40 – Hour Employees</u> | |
|------------------------|--------------|------------|----------------------------|------------|
| Years of Service | Annual Hours | PP Accrual | Annual Hours | PP Accrual |
| 0 – 6 | 248 | 9.54 | 187 | 7.19 |
| 7-13 | 296 | 11.38 | 223 | 8.58 |
| 14-21 | 350 | 13.46 | 264 | 10.15 |
| 22+ | 400 | 15.38 | 302 | 11.62 |

In transition years, additional CTO per the above schedule will be considered to be earned as of the employee’s anniversary date.

SECTION 13.3 ACCUMULATION.

A maximum of 468 hours of earned but unused CTO for shift employees and 353 hours of earned but unused CTO for 40-hour employees may be carried over from one year to the next.

SECTION 13.4 CASH-IN.

In lieu of using CTO, shift employees may cash in a maximum of 96 hours of CTO time annually and 40-hour employees may cash in up to 72 hours of CTO time annually, at the then-applicable hourly rate of pay.

SECTION 13.5 SCHEDULING.

CTO shall be scheduled at times most desired by each employee consistent with historic practice. For purposes of administering this Section only, all employees on a shift (including bargaining unit employees and the Shift Commander assigned to that shift) shall schedule all CTO in the manner described in this Section, with the determination of preference being made on the basis of an employee's length of continuous service within the Department. Employees will not be allowed to schedule or take CTO that has not been accrued at the time of the leave.

1. Initial CTO Scheduling. CTO that is to be scheduled and approved prior to the CTO period (fiscal year) within which it is to be taken must be scheduled in twenty-four (24) hour increments. Any two shift employees may schedule CTO on the same workday during the initial CTO scheduling. Each CTO pick shall consist of one duty day or multiple consecutive duty days. Scheduled Kelly Days shall not be considered a break in consecutive duty days. The initial CTO schedule shall be completed and approved no later than December 15th of each year. Scheduling of CTO for 40-hour employees, which may include scheduling of CTO for City holidays, will be coordinated with the Fire Chief. In the event of a major disaster in the community, the Fire Chief may revoke approval of forthcoming scheduled CTO.
2. Subsequent CTO Scheduling. CTO that is scheduled and approved within the CTO period (fiscal year) in which it is to be taken may be scheduled in minimum two (2) hour increments. All requests for CTO must be submitted in writing to the Officer-in-Charge. When more than one request is submitted for the same day and/or time, requests will be honored on the first request submitted basis. Subsequent CTO requests submitted prior to the duty day for which such requests are made shall be approved or reasonably denied, based on projected manpower levels, at least one duty day prior to the duty day for which such requests are made. Denial of the request would not forfeit the standing of the request should manpower allow its approval later. CTO requests effective the duty day they are submitted shall be approved should manpower permit. Approved CTO shall not be subject to denial later due to subsequent decreases in manpower. The CTO calendar in the Duty Office at Central Fire Station shall be used to track initial and subsequent CTO requests. CTO requests for 40-hour employees will be coordinated with the Fire Chief.

SECTION 13.6 SEPARATION.

Upon separation from employment with the City, each regular non-probationary employee covered by this Agreement shall be entitled to receive payment at the employee's regular straight-time hourly rate of pay as of the date of separation for all unused CTO time.

SECTION 13.7 CONVERSION FORMULA.

For an employee reassigned from a shift schedule to a 40-hour schedule, multiply the employee's accumulated CTO times a conversion factor of .7547. For an employee reassigned

from a 40- hour schedule to a shift schedule, multiply the employee's accumulated CTO times a conversion factor of 1.325.

ARTICLE XIV: LEAVES

SECTION 14.1 GENERAL LEAVE OF ABSENCE.

The City Manager may, at his discretion, grant a leave of absence to any bargaining unit employee for good and sufficient reason. The City shall, at its discretion, set the terms and conditions of the leave, including whether or not the leave is to be paid. Department heads may recommend vacation, injury, and/or sick leave with pay. Such leaves of absence will be requested in writing and reviewed by the City Manager. During leaves of absence without pay, the seniority of the employee on leave shall remain frozen at the level of the last day of actual employment.

SECTION 14.2 MILITARY LEAVE.

Military leave shall be granted in accordance with applicable law.

SECTION 14.3 JURY DUTY LEAVE.

A permanent employee shall be granted a leave of absence with pay if called for jury duty. Since it is not the intention of the City that an employee receive more compensation for jury duty than he would if he were performing his normal duties, the employee will turn in the jury check to the City when received. Should a jury be dismissed on any particular day, the employee will be expected to return to work.

SECTION 14.4 NON-EMPLOYMENT ELSEWHERE.

A leave of absence will not be granted to an employee to try for or accept employment elsewhere, or for self-employment. Employees who engage in employment elsewhere during such leaves will be terminated by the City.

SECTION 14.5A SICK LEAVE.

Permanent 40-hour employees covered by this Agreement may accumulate sick leave at the rate of 10.6 working hours per month, to a maximum of two thousand twenty-eight (2028) working hours, or at a rate of fourteen (14) hours per month for shift employees, to a maximum of two thousand six hundred and eighty eight (2688) hours.

SECTION 14.5B ROUTINE CARE.

With prior approval and sufficient notice, leave for routine doctor, dental or other medical appointments shall be charged to the employee's regular and/or accumulated sick leave in one (1) hour multiples for the period the employee is off work. All employees must notify their shift supervisor of any scheduled appointment prior to the beginning of their shift. Upon return to work, the employee will give his supervisor a doctor's statement verifying his ability to resume firefighting duties.

SECTION 14.5C ELIGIBILITY FOR PAY.

In order to get sick leave with pay, each employee covered by this Agreement agrees to:

1. Report promptly to the Fire Chief or his designee the reason for his absence;
2. Keep the Fire Chief or his designee informed of his conditions; and
3. Use sick leave only for the purposes set forth in this section and to bear the burden of proof of such sickness if required by the City.

Sick leave with pay may be used only for sickness, injury, or pregnancy of the employee or for absence necessitated by delivery of child by a spouse or by illness, injury, death, or exposure to contagious disease by a member of his immediate family. "Immediate family" is defined as the following relation to the employee or his/her spouse: spouse, parent, step-parent, sibling, child, step-child, grandparent and grandchild. The word "spouse" shall include civil partners.

Presence of the employee must actually and immediately be required for bona fide serious circumstances or emergencies as reasonably determined by the City, and absence from duty shall not exceed the period of actual need.

Sick days should not be considered to be a privilege; they are a fringe benefit which will be allowed only as provided herein. An employee on sick leave is required to act pursuant to reasonable instruction for care. Any employee who fails to meet the requirements of this Article, including failure to provide required medical documentation as provided in Section 16.5D, abuses the sick leave program, including the performance of work or activities off duty that are medically prohibited or restricted while on duty; or files for pay under false pretenses, shall not receive pay and may be subject to disciplinary action.

Sick leave, disability leave, and injury leave are not to be taken concurrently; only one of the three types of leave may be taken at any one time.

SECTION 14.5D CERTIFICATION.

If the City has reasonable grounds to believe sick leave is being abused, it may, at its discretion, require any employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required for medical reasons. A physician's certificate may be routinely required for absences of more than two (2) consecutive duty days, or for sick leave taken immediately before or after vacations or other time off provided by this Agreement, or for sick leave use in excess of four (4) occurrences per calendar year. An occurrence is defined as any continuous period of absence from duty covered by sick leave. The City also may reasonably require a physician's release certifying that the employee is fit to return to work as a condition to the employee's return to work. If there is a conflict between physicians' releases, the parties shall agree on a third person whose determination shall be final. Falsification of any verification of illness may be just cause for disciplinary action, up to and including discharge. Any employee who is found to have fraudulently obtained sick leave may be required to reimburse the City for such sick leave.

SECTION 14.5E SICK LEAVE PAYOUT.

Upon the retirement from City service of an employee who was hired after November 25, 2009, the City shall contribute to the employee's Retirement Health Savings Plan ("RHSP") account the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight time hourly rate of pay, to a maximum of six hundred (600) hours (four hundred fifty-three (453) for a 40-hour employee) to be contributed at the employee's regular straight time hourly rate of pay.

Upon the retirement from City service of an employee who was hired on or before November 25, 2009, the City shall make the maximum contribution allowed by law to the employee's 457 account, up to the dollar equivalent of thirty percent (30%) of the sick leave he has accumulated, per Section 16.5A, as of the time of retirement and at the employee's regular straight-time hourly rate of pay, to a maximum of four hundred three (403) hours (three hundred four (304) for a 40-hour employee), with the difference between the maximum 457 contribution and the maximum payout provided by this Section, if any, to be contributed to the employee's RHSP account.

The RHSP contribution and payout provisions of this Section apply to retirement only, and do not involve separation from City service for any other cause or disability leave.

SECTION 14.6A INJURY, ILLNESS OR PREGNANCY.

In the event an employee is unable to work by reason of illness or injury, including those compensable under workmen's compensation, or pregnancy, the City may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under worker's compensation an employee shall accrue seniority as set forth in Sections 14.6C and 14.7.

SECTION 14.6B ELIGIBILITY.

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

SECTION 14.6C WORKER'S COMPENSATION.

If an employee is injured while performing his assigned duties, he shall be eligible for paid injury leave not to exceed a total of three hundred and sixty-five (365) calendar days for any one injury or accident. He shall be compensated in an amount equal to the salary rate he was making at the time of the accident based on the salary ordinance.

All injuries must be reported in writing as soon as possible by the employee or his supervisor in order to be eligible for injury leave and also the worker's compensation benefits as provided by the City. The employee shall authorize the City's inspection of his medical records and advise the department of any changes in his status.

Because the payments for worker's compensation benefits are not earnings subject to Federal, State, and F.I.C.A. taxes, and the payments are excludable from earnings for pension fund deductions, the Finance Department may pay for the injury leave in the following manner: (a) Each bi-weekly pay period which occurs during the period of paid injury leave, the employee will receive a check for worker's compensation benefits, the amount of which check shall be computed in accordance with the rules and regulations of the Industrial Commission of Illinois. Noductions of any kind shall be made from this payment; (b) In addition, for each biweekly pay period of paid injury leave described above, the employee will receive a check in an amount equal to the difference between the employee's regular bi-weekly salary and the amount paid as worker's compensation benefits per (a) above. The salary paid per this check shall be subject to all applicable deductions and withholding for various taxes. The withholding of Federal and State taxes and mandatory deductions for pension funds, of course, take precedence over voluntary deductions such as credit union, or union dues, etc.

SECTION 14.7 DISABILITY LEAVE.

If an employee becomes disabled either on or off the job and is disabled from performing his duty and if the disability persists for one month or more, the permanent employee may be eligible to receive disability benefits under 40 ILCS 5/4-101, et seq. Such disability shall be considered disability leave and such employee may be granted a leave of absence from the City's service for the length of disability. If it appears upon verification by at least three (3) competent

medical authorities that the employee will be permanently disabled, he must apply for a disability pension upon the request of his department or division head to the City Manager.

An employee shall not accrue benefits while on temporary or permanent disability leave in excess of three hundred sixty-five (365) calendar days. No employee shall be allowed to return to work without a written release from his attending physician. In the event an employee is reinstated into active service pursuant to the above-referenced Illinois Statutes, and whereupon assigned to duty the employee fails to report to work for five consecutive calendar days, then his status as a municipal employee may be terminated.

SECTION 14.8 BENEFITS WHILE ON LEAVE.

Seniority, sick leave, vacation (or CTO, as the case may be) and employment credits shall not accrue when an employee is on leave without pay, on disability leave or on injury leave in excess of three hundred and sixty five (365) calendar days, except as per sections 14.6C, 14.7 and 16.3. Sick leave, disability leave and injury leave are not to be taken concurrently; only one (1) of the three (3) types may be taken at any one time. Any employee covered by this Agreement in violation of Article VI of this Agreement will automatically forfeit any and all covered benefits that they may enjoy.

SECTION 14.9 LIGHT DUTY.

Light duty for worker's compensation cases will be provided in accordance with the treating physician's restrictions. Light duty for personal injury may be made at the discretion of management subject to work availability and physician's restrictions.

ARTICLE XV: WAGES

SECTION 15.1 GENERAL.

Effective January 1, 2021, pay ranges and pay steps for employees in the classifications of Firefighter, Fire Captain, and Battalion Chief shall be as set forth in the salary schedules attached hereto as Appendix C. Pay ranges and pay steps for employees in the classifications of Firefighter and Fire Captain shall be increased annually by the percentages indicated below:

| | |
|-----------------|-------|
| January 1, 2022 | 2.25% |
| January 1, 2023 | 2.5% |

Employees normally will progress from Step A to Step B at the end of one year's service, and then progress through steps annually thereafter upon their anniversary date until Step E has been reached. Upon completion of five (5) years of service and with one (1) academic year of Fire Science courses (certificate) as provided for in Section 15.5, an employee will then progress to Step F in their respective pay range. Upon completion of six (6) years of service and with an Associate's Degree in Fire Science as provided for in Section 15.5, an employee will then progress to Step G in their respective pay range.

Battalion Chiefs shall be paid at 24F, step G.

SECTION 15.2 NEW EMPLOYEES / MERIT INCREASES

The normal beginning rate for a new employee will be the minimum rate in the established range for the class of position. However, the City Manager may, in special cases, authorize initial appointment above the minimum. Incremental steps within established salary ranges are to provide a means of recognizing outstanding performance and continued good service. The City may grant, or fail to grant, such merit pay increases as it solely deems appropriate based upon employee

performance. Non-merit factors such as Union activity, race, color or creed may not be considered by the City in granting such increases.

SECTION 15.3 40-HOUR INCENTIVE.

As an incentive to volunteer for such positions, an employee (designated as Firefighter (80) or Fire Captain (80)) who is 1) filling a 40-hour position and 2) assigned to the 40-hour schedule shall receive, for so long as both 1) and 2) apply, a wage rate that is two and one-half percent (2 ½%) above the rate established for shift firefighters (designated as Firefighter (106) or Fire Captain (106)) in Appendix C.

SECTION 15.4 LONGEVITY PAY.

After five (5) continuous years of service, each employee covered by this Agreement shall have the following amounts added to his base wages

| Years of Service | Increase |
|------------------|----------|
| After 5 years | 2% |
| After 10 years | 4% |
| After 15 years | 6% |
| After 20 years | 8% |
| After 25 years | 10% |
| *After 30 years | 12% |

Base pay shall be the bi-weekly salary from the official pay plan as referenced in Appendices B and C of this Agreement for which the employee is eligible, excluding any other pay adjustment or compensation provided.

* Applicable to the rank of Battalion Chief only

SECTION 15.5 SEVERANCE PAY.

All permanent employees, upon retirement from the City service who are electing to retire under the provisions of the Illinois Firefighters Pension Law because of length of service, shall be entitled to severance pay equal to two (2) weeks actual salary at the time of retirement. This applies to retirement only where City employees have met the requirements of the Illinois Firefighters Pension Law. This is a one-time only benefit and credit will not be given for part-time or temporary service. The City will compute severance pay on actual wages rather than base wages.

SECTION 15.6 PAYROLL DEDUCTIONS.

If the employee so desires, the Finance Department may make certain deductions from his check. Among these are savings and payments to the credit union, United Way contributions political action committee (PAC) contributions and additional withholding tax. All deductions must be requested in writing, dated, and signed by the employee.

SECTION 15.7 DIRECT DEPOSIT.

All fire department members covered by this agreement shall have direct deposit for payroll payments.

SECTION 15.8 ACTING PAY.

A bargaining unit employee who works in a higher capacity for a minimum of three (3) hours in such higher classification shall receive the rate of pay of the higher classification as acting pay retroactive to the first hour of such consecutive duty time in the higher classification. The

determination as to whether or not the employee has been acting in a higher capacity for three (3) or more hours, and is thus entitled to acting pay, shall be made in accordance with present practice.

SECTION 15.9 APPROVED COLLEGE WORK.

The City shall provide an incentive for full-time employees covered by this Agreement to obtain a level of education beyond that of a high school diploma and the minimum requirements for the positions held by the employee.

Employees may not progress to Step F until completing one (1) academic year of Fire Science courses concurrent with Department practice, and may not progress to Step G until obtaining an Associate Degree in Fire Science from an accredited academic institution.

ARTICLE XVI: GROUP BENEFITS

SECTION 16.1 GROUP MEDICAL COVERAGE.

For employees covered by this Agreement, group medical coverage is available from a provider selected by the City Manager, currently the Illinois Department of Central Management Services' Local Government Health Plan. Four plans, which provide certain basic benefits and comprehensive major medical benefits to age sixty-five (65) will be made available to permanent full-time employees and their dependents; and to eligible retired employees under the age of 65 and their dependents under the age of 65. Plans of medical coverage that are secondary coverage to Medicare Parts A and B are available to retired employees at age 65 and their dependents at age 65.

Upon termination of employment for any reason other than retirement, the group coverage shall cease as of the date of the termination of employment. Employees who have been placed on temporary or permanent disability by the Fireman's Pension Fund, and employees who are on injury leave (receiving Worker's Compensation Disability Payments) in excess of three hundred and sixty-five (365) calendar days, may remain on the City's group medical plan at the employee's cost until age sixty-five (65).

SECTION 16.2 PERMANENT FULL-TIME EMPLOYEES AND DEPENDENTS.

Each plan coverage month begins on the first day of the calendar month. Employees under this Agreement will be eligible for the medical coverage on the first day that the employee commences to work. An eligible dependent shall include the covered employee's spouse, eligible dependent children, and civil union partner, as per the current plan provisions.

During the term of this Agreement, employees covered by this Agreement will contribute the monthly amounts specified in Appendix H toward the premium cost of group medical coverage under the City's plan. During the term of this Agreement, modifications to plan benefits, including but not limited to changes in coverage, deductibles, co-pays and out-of-pocket maximum payments, may occur as necessary to maintain plan solvency. Any such modification shall be subject to the provisions of Section 16.8 of this Agreement.

SECTION 16.2A HEALTH SAVINGS ACCOUNT (HSA)

For employees who elect coverage under the "High Deductible Plan" the City will make a contribution of \$750 for single coverage and \$1,500 for family coverage to a Health Savings Account (HSA) for each plan year. City agrees that during the calendar year 2018, one half of the HSA contribution shall occur in January and the other half shall be paid in July. For calendar years 2019 and 2020, HSA contributions shall only be made in July. Employees who elect coverage under a plan other than the "High Deductible Plan" are not eligible for an HSA and no City contribution will be made. For employees who switch from any other plan to the high deductible plan

in January of 2018, the City shall make an additional contribution of \$375 for single coverage and \$750 for family coverage to a Health Savings Account. This shall be a one-time option available only during this limited time period.

SECTION 16.3 EMPLOYEES ON DISABILITY OR INJURY LEAVE.

Subject to the City's group coverage plan, an employee on disability leave may remain in the group medical plan but the employee must pay the full employee premium, except for an in the line of duty disability as noted below, and the full dependent's premium.

Subject to applicable provisions of Federal and Illinois state statutes an employee on injury leave (worker's compensation leave) may remain in the group medical plan and the City will continue to pay the employee's premium and the City's share of the dependent's premium as provided for in Section 16.2, except where such leave exceeds three hundred and sixty-five (365) calendar days (Section 16.1). Subject to applicable provisions of Federal and Illinois state statutes, if an employee is disabled in the line of duty, the City will pay the employee-only premium so long as the disabled employee is prevented from being gainfully employed elsewhere. If a disabled employee takes employment elsewhere and is eligible to be covered by that employer's group medical plan, the City premium payments for the employee shall cease.

SECTION 16.4 RETIRED EMPLOYEES AND DEPENDENTS.

A firefighter who is removed from the City's active payroll because of retirement as a deferred pensioner, retirement from active service, or disability retirement, shall have such rights to continued coverage under the City's group medical plan as are provided by State statute, currently codified as 215 ILCS 5/367f. In addition, except as otherwise provided in Section 16.1 and/or Article XVII of this Agreement, the City will bear the cost of the total premium of the employee only coverage to age sixty-five (65). Further, should any employee under the age of fifty (50) opt for retirement after twenty (20) years or more of service with the City of Galesburg and who also meets the service requirements for pension benefits under the provisions of the various City pension plans, then that employee may remain in the City's medical plan at his own expense to age sixty-five (65). If any covered person attains the age of sixty-five (65), be it the retired employee or a dependent, then said employee or dependent is eligible for coverage secondary to Medicare as described in the first paragraph of Section 16.1. That person at the age of sixty-five (65), be it the retired employee or dependent, immediately becomes eligible for the coverage secondary to Medicare and all other coverage is terminated in regard to that person.

SECTION 16.5 UNION AND MANAGEMENT LIABILITY.

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

SECTION 16.6 RIGHT OF CONSULTATION.

A difference or conflict between any employee (or his covered dependents) and the plan of coverage regarding claims or coverage shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union. Any questions or concerns involving claims or coverage shall be referred to the City Manager's office for clarification.

SECTION 16.7 HEALTH BENEFITS ADVISORY COMMITTEE.

Two (2) members of Local #555 shall be allowed to sit in on all Health Benefits Advisory Committee meetings. This will be a non-voting position, however, said employee will be allowed to give his advice regarding proposed changes in the coverage of City employees. Further, the City shall give proper notice to all members of the committee at least two (2) days prior to said meeting.

SECTION 16.8 ECONOMIC IMPACT NEGOTIATIONS.

In the event that premium costs increase or any coverage or benefit is decreased during the term of this Agreement, the Union may elect to open the issue of medical coverage with the City, for the purpose of good faith negotiations over the economic impact of any such change, by serving notice on the City within thirty (30) days of such increase or decrease. Such negotiations shall commence not later than fifteen (15) days after such notice is served.

This provision shall not preclude the City from, as may be deemed necessary, making changes in benefits as provided in Section 16.2, changing service vendors, or passing on to employees their share of premium increases except as otherwise provided for in Section 16.2. The fact of any such change shall not be grievable by the Union; nor shall the City be required to make changes applicable only to firefighters in the City-wide medical plan. This provision is intended to afford the Union the opportunity to negotiate in good faith with the City the economic impact of any such change.

SECTION 16.9 GROUP DENTAL PLAN.

For employees covered by this Agreement, group dental coverage is available. A plan which provides certain benefits is available to permanent full-time employees and their dependents. The City will pay the employee's dental premium. The employee will pay for dependent coverage if desired.

SECTION 16.10 I.R.C. SECTION 125.

The City will extend its I.R.C. Section 125 Plan to members of the bargaining unit, so long as such plan continues to be authorized by the Internal Revenue Code.

SECTION 16.11 LIFE INSURANCE.

The City will provide \$10,000 in term life insurance for each employee covered by this Agreement.

ARTICLE XVII: RETIREE HEALTH SAVINGS PLAN

SECTION 17.1 ESTABLISHMENT.

The City shall establish a Retiree Health Savings Plan (RHSP) through the ICMA Retirement Corporation ("ICMA-RC") and RHSP accounts shall be established for all employees. The City's participation in the RHSP shall be in accordance with the terms and conditions of the RHSP participation agreement.

SECTION 17.2 REGULAR CONTRIBUTIONS: NEW AND OPT-OUT EMPLOYEES.

Employees who are hired after November 25, 2009, shall be entitled to retiree medical coverage by means of their participation in the RHSP. For each such new employee and opt-out employee, the City shall contribute on or about the first payroll date in January ("the contribution date") during each year of this Agreement, or upon the successful conclusion of an employee's

probationary period, if later, \$1,000 plus .25 percent (one-quarter of one percent) of annual salary as of the contribution date.

SECTION 17.3 MATCHING CONTRIBUTIONS.

Each active employee covered under this agreement shall contribute via payroll deduction \$25 per month into his RHSP account; the City shall match the amount of each such contribution by contributing \$25 per month into the current employee's RHSP account.

SECTION 17.4 INCENTIVE CONTRIBUTIONS.

As a sick leave non-use incentive, the City will contribute, at the applicable rate of pay as of the first pay period following the beginning of a calendar year, a contribution equal to 72 hours of pay for any eligible shift employee (54 hours for a 40-hour employee) who does not use any sick leave during the previous calendar year, a contribution equal to 48 hours of pay for any eligible shift employee (36 hours for a 40-hour employee) who used one (1) day (24-hour day for a shift employee or 8-hour day for a 40-hour employee) or less of sick leave use during the previous calendar year, and a contribution equal to 24 hours of pay for any eligible shift employee (18 hours for a 40-hour employee) who used more than one (1) but not more than two (2) days of sick leave (24-hour days for a shift employee or 8-hour days for a 40-hour employee) during the previous calendar year. For purposes of this Section, a one-day bereavement period shall not count as sick leave use and, for 40-hour personnel only, up to four (4) hours of released time for routine doctor and dental appointments do not count as sick leave use. In order to be eligible for such incentive contributions, the employee must have at least thirty (30) days of sick leave in his sick leave bank.

SECTION 17.5 SAVINGS PROVISION.

It is the intention of the parties that the Retiree Health Savings Plan set forth in this Section shall be administered through ICMA-RC as long as it is mutually agreed and legally permitted. Should it occur that, because of circumstances beyond the control of the parties or in the exercise of legally-mandated City prerogatives, the plan administered by ICMA-RC should be terminated, the City agrees that the RHSP trust accounts maintained by ICMA-RC shall be transferred to a voluntary employee beneficiary association (VEBA) plan established under Internal Revenue Code Section 501(c)(9), or the then legal equivalent thereof, and the City's contribution obligations under this Section shall become VEBA contribution obligations. The VEBA to which such contributions are made shall be one selected by mutual agreement of the parties upon notice by the City and the opportunity to bargain over the selection, with such bargaining being subject to resolution by interest arbitration in the event of a failure to agree.

ARTICLE XVIII: PENSIONS

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

ARTICLE XIX: RESIDENCY

All employees are required, as a condition of their continued employment with the City, to maintain their principal residences within a radius of twenty (20) miles, by straight-line radius and not as determined by means of a surface streets and roads measurement from Galesburg City hall. This residence requirement shall be construed to mean actual "in fact" living and residing within

the area described herein. Any person appointed to a permanent City position shall become a resident of the described area within thirty (30) days after the expiration of such employee's probationary period if the employee is to be continued in the City's service.

ARTICLE XX: MISCELLANEOUS PROVISIONS

SECTION 20.1 ACCEPTANCE OF GIFTS.

No gift or favor given because of his employment with the City of Galesburg shall be accepted by a City employee.

SECTION 20.2 DEFAULT ON PREMIUMS.

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

SECTION 20.3 DRIVER'S LICENSE.

Employees designated by the City to drive firefighting equipment shall be required to obtain and maintain an appropriate driver's license within thirty (30) days of employment. The City agrees to provide equipment and reasonable training on work time to assist employees in obtaining such driver's license. Employees will be allowed to take the driver's test during working hours at a time designated by the City.

SECTION 20.4A SERVICE OF NOTICES.

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

Notice to the Union shall be addressed to:

President, I.A.F.F., Local #555

150 South Broad Street

Galesburg, Illinois 61401

Notice to the City shall be addressed to:

Human Resource Manager

City Hall

55 West Tompkins Street

Galesburg, Illinois 61401

A basket will be placed in the Central Fire Station Duty Office for these notices and mail.

SECTION 20.4B EMPLOYEE NOTICES TO EMPLOYER.

Employees shall notify their supervisor within seventy-two (72) hours or the next working day, whichever occurs sooner, of any changes in address, telephone number or marital status. The supervisor will inform the Human Resource Manager immediately of any such transactions in order to update the central personnel records.

SECTION 20.4C UNION NOTICE TO EMPLOYER.

The Union agrees to furnish the City with an up-to-date list of all of its officers and to immediately notify the City of any changes thereto.

SECTION 20.5 ORDERLY OPERATIONS.

The City may prepare, issue and enforce rules and safety regulations necessary for the safe, orderly and efficient operations of the City, consistent with this Agreement.

SECTION 20.6 OUTSIDE EMPLOYMENT.

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

SECTION 20.7 PERSONAL USE OF CITY PROPERTY.

The use of City property for personal use is prohibited.

SECTION 20.8 PHYSICAL FITNESS.

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

The employees covered by this agreement shall be required to submit to the Physical Performance Test set forth below once each year. All bargaining unit members are required to complete this test and have their completion time validated by the Training Captain and a member of the City Fire Management staff. The completion time shall remain confidential.

Bargaining unit members that complete the test in three minutes and 38 seconds (3:38) or less shall receive an additional twelve (12) hours of CTO added to the annual allotment for the next year to be scheduled after all regular vacation scheduling has been completed and subject to the regulations of Article XIII (Consolidated Time Off) of this Agreement. A bargaining unit member may choose to cash-in any or all of these twelve (12) hours of CTO during the next calendar year in addition to the 96 hours of allowable CTO cash-in outlined in Section 13.4 of this Agreement.

Bargaining unit members who fail to complete the test, or whose completion time is in excess of seven minutes (7:00) shall be required to complete the Physical Performance Test every three (3) months until they reach a completion time below seven (7:00) minutes. If a bargaining unit member fails to complete the test in seven minutes or less in three successive quarters, that information will be forwarded to the department physician to assist in recommendations to improve the employee's fitness level. The failure of a bargaining unit member to complete the test in seven minutes or less shall not be used in a punitive manner.

Testing shall be administered by the department and may be monitored by a Union representative with the employee's consent. Testing shall be conducted in a time frame after annual department physicals have been conducted, but prior to annual CTO scheduling.

City and the Union agree to discuss, with the intent of reaching agreement, adjustments to these completion times which may be necessary after conclusion of the first year of testing. If the parties fail to reach an agreement regarding adjustment of these times, either party may raise the issue during negotiations for a successor to this Agreement.

Galesburg Fire Department
Physical Performance Test

Required Gear

Full turnout gear (including gloves) with SCBA. Nomex hoods are optional. Extrication gloves may be worn in place of firefighting gloves.

Course Tasks and Rules

Task 1 - High-rise Stair-climb Evolution:

The course begins at the base of the stairs on the first floor of the burn tower with one (1) hand touching the accordion hose and “on air”. Time begins when the hose is raised to the shoulder. Carry a 50’ accordion section of 2 ½” attack line to the fourth (4th) floor of the burn tower. Running up the stairs and taking as many steps as possible is permitted. After reaching the fourth (4th) floor, carry the hose (walking) toward the window and drop the hose in the designated location.

Task 2 – Hoist Evolution:

With Hand-over-hand motion, pull a 50’ rolled section of 2 ½” attack line attached to ½” utility rope to the fourth (4th) floor of the burn tower. Place the hose in the designated location just inside the window opening. Walk back down to the first (1st) level of the burn tower making contact with each step. After returning to the first (1st) level, walk to the chopping simulator located just outside the opening to the burn tower.

Task 3 – Chopping Evolution:

Using a 9# dead-blow hammer, drive a length of railroad tie a distance of five feet (5’). You must “strike” the tie. Hooking or dragging the tie will result in the assessment of a fifteen (15) second penalty added to the total time. After driving the tie, drop the sledgehammer and walk a serpentine path a distance of 140’ to the next task.

Task 4 – 1 ¾” Hose Advance:

Pick up the nozzle and place it over the shoulder. Advance (walking) the 100’ length of charged 1 ¾” hose a distance of 75’, crack the nozzle and place it in the designated location. Walk 30’ to the next task.

Task 5 – Victim Rescue Evolution:

Lift the 145# dummy under the arms and drag it backwards a distance of 100’ and place it in the designated location. Total time ends at the completion of this task.

SECTION 20.9 RULES AND REGULATIONS.

All rules, regulations, and departmental orders shall be issued in writing to all bargaining unit employees. The Employer and the employees agree to adhere to those rules, regulations and orders unless and until they are changed in writing.

SECTION 20.10 PRINTING OF THE AGREEMENT.

The City shall be responsible for the printing of twenty five (25) copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing the Agreement shall be shared equally by the parties. The City shall distribute one (1)

copy to each bargaining unit member covered by this Agreement, and shall also provide each new bargaining unit member with a copy within one (1) pay period within their date of hire. This Agreement shall be printed by a Union printer of the City's choice, unless an alternative printing arrangement is mutually agreed to by Local #555 and the City.

SECTION 20.11 MANNING LEVELS.

Minimum manning shall be as established by the Fire Chief's General Order #2 Manpower. If the Chief decides to change the manning levels, he shall circulate a proposed new General Order incorporating the change. If the union wishes to bargain over the change, it shall notify the Chief, who shall then delay implementation of the changes for 30 days to allow for bargaining with the union during that period. During bargaining, the union shall be provided with the reasons for the change and the union shall have the opportunity to present alternatives to the change. After consideration of proposed alternatives, the Chief may implement the change unless the union has presented clear and convincing evidence that the change is unwarranted or unnecessary.

SECTION 20.12 TELEPHONE.

All employees shall be required as a condition of continued employment, to obtain and maintain an operating telephone.

SECTION 20.13 VOTING TIME.

Employees shall be allowed the opportunity to vote in any federal, state, or local general election during work hours.

SECTION 20.14 PERSONNEL RULES.

The City's Personnel Rules are not applicable to bargaining unit employees.

SECTION 20.15 ORIENTATION AND LAPEL PINS.

The Union will be allowed an opportunity to have a one (1) hour orientation during the first (1st) week of employment with all new hires to explain the role of the Union and the benefits of membership. Bargaining unit employees will be permitted to wear the I.A.F.F. Union lapel pin on their uniforms at work in accordance with departmental rules.

SECTION 20.16 PROTECTIVE CLOTHING.

The employer shall provide protective clothing, and the employee shall continue to receive station uniforms according to the current practice of the parties. Station uniforms will be provided by the employer. The City shall make efforts to secure grant funding to provide for two (2) sets of firefighting P.P.E. for all bargaining unit members to include but not limited to: bunker gear, nomex hood, and gloves.

SECTION 20.17 CLASS A DRESS UNIFORMS AND STATION UNIFORM COMPONENTS.

Effective January 1, 2015, an employee who completes his probationary period after this date shall be provided by the City with a Class A Dress Uniform, according to the current Department specifications, at no cost to the employee. This uniform shall be provided within ninety (90) days after the expiration date of the employee's probationary period. A shift Firefighter shall be provided with an annual trade-in allowance of up to \$250 for replacement of work shoes, belts, Class A uniform upgrades and approved T or polo shirts upon submittal of receipts. Firefighters are required to buy short pants.

For 40 hour employees, a clothing allowance of \$400 will be provided.

SECTION 20.18 REIMBURSEMENT FOR LOSS OF PERSONAL ITEMS

Employees covered by this agreement will be reimbursed for loss of personal items (including but not limited to: gloves, eyeglasses, contact lenses, personal tools and uniforms) destroyed or damaged in the line of duty in an amount not to exceed \$250 per occurrence.

ARTICLE XXI: APPRENTICESHIP AND LIAISON OFFICER PROGRAM

The Union agrees to cooperate with the Employer in the Apprenticeship and Liaison Officer Program. There shall be created an Apprenticeship and Liaison Officer Committee jointly established by the Employer and the Union, with equal representation. This Committee shall be charged with the responsibility of developing the guidelines for developing, implementing and administering such programs.

The Committee shall administer the Liaison Program to effectuate the purpose of development a corps of individuals from the community, representing industries, hospitals, financial institutions and the like, to serve as liaison personnel to the Galesburg Fire Department in the event of fire or other emergency at their facility. Such liaison officers will also be used by the Galesburg Fire Department as an auxiliary firefighting unit in the event of a major disaster in the community. Such persons will not be assigned to enter buildings or residences for the purposes of fire suppression, but will be limited to perimeter work, assisting the firefighters in the event of such a major disaster. They will be at all times under the direct supervision and control of the Chief of the Galesburg Fire Department or his assignee. They will wear uniforms and protective clothing that is distinctive from those of the bargaining unit members. Except in the case of such a major disaster, liaison officers will not perform the duties of firefighters and their duties shall be confined to providing information and other similar support services to the Galesburg Fire Department concerning their facilities. No such liaison officer will be summoned except if needed in an advisory nature nor perform any duties of any kind outside those of an advisory nature at the scene of a fire or similar emergency unless all bargaining unit members have been called back for duty because of the emergency.

Apprentice firefighters will be trained and assigned according to the guidelines developed by the Committee. Such persons shall be provided a uniform and protective clothing that is distinctive from that used by the bargaining unit members. Due to their lack of experience, and the possibility of injury to themselves, the public, and the bargaining unit members, apprentices will not be permitted to enter a building or a residence that is on fire. Apprentices will not be paid for their services and will not receive preferential treatment or consideration in the hiring process to become a member of the classified firefighting service of Galesburg.

In the event of a dispute among Committee members that cannot be resolved, the parties agree to refer the difference of opinion to a third party neutral for resolution, as per details and limitations to be mutually agreed for inclusion as an addendum to the contract to include a dispute mechanism for resolving cases of impasse positions of the Committee.

ARTICLE XXII: MAINTENANCE AND FUTURE DEVELOPMENT OF THE TRAINING SITE

The Hawthorne Training Site shall be recognized as an integral part of the Galesburg Fire Department facilities. Recognition of this therefore extends certain job responsibilities of bargaining unit members to that facility, including:

Maintains the Training Site's permanent structures and facilities to the effect of: maintains order and cleanliness of apparatus, tools, and equipment; sweeps and cleans or vacuums all floors and carpets; cleans and keeps sanitary the bathroom and kitchen areas including toilets, lavatories, showers, counters, cabinets, and appliances. Maintains order the cleanliness of classroom equipment and instructional aids.

Maintains and performs minor repairs of firefighting equipment, vehicles, and apparatus which may be stationed at the Training Site for training purposes.

Participates in the preparation, execution, and clean up operations arising from training activities implemented by the Department for the benefits of offering training opportunities to Department members together with other professional members or groups.

These duties and responsibilities arise from the conduct of regular Fire Department affairs and training activities. Utilization of the training facilities by outside departments, agencies, organizations, or affiliations will require their support in maintaining the order and cleanliness of training site facilities and equipment utilized in the conduct of these outside activities.

The Employer agrees to accept the primary responsibility of maintaining the physical grounds of the Training Site through its other departments by including the Training Site in its regular pattern of grass mowing and snow removal at the Hawthorne Complex. Firefighters shall assist in grounds upkeep by trimming grass, weeds, and brush in areas not easily accessible to large equipment. Firefighters shall use snow blowers and other equipment provided by the Employer to clean sidewalks and other areas not clearable by City plow trucks.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

Activities involved in the further development of the Training Site performed outside regular duties as outlined under the Job Description (Appendix B) will be considered as voluntary contributions by bargaining unit members.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

ARTICLE XXIII: JOB DESCRIPTIONS

The job descriptions for bargaining unit members are set forth in Appendix B.

ARTICLE XXIV: SAVINGS CLAUSE

If any provision to this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, by the State of Illinois or the United States of America, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate in good faith the invalidated provisions.

ARTICLE XXV: ENTIRE AGREEMENT

This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in the Agreement, as to those matters specifically stated in this Agreement.

ARTICLE XXVI: AMENDMENTS

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

ARTICLE XXVII: TERMINATION

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirty-first (31) day of December 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

Resolution of disputes as to the terms of the successor agreement shall be in accordance with the procedures of Section 14 of the IPLRA except that the impartial chairman of the arbitration panel shall be selected in accordance with the procedures provided for the selection of an arbitrator specified in Section 5.4 of this Agreement.

APPENDIX A

AUTHORIZATION FOR I.A.F.F. UNION DUES AND ASSESSMENTS

I hereby authorize the Finance Department to deduct from my earnings the regular monthly dues, and any annual assessments, uniform in dollar amount, in the amount certified by the Financial Officer of the Union; and further authorize the remittance of such amounts to said local Union in accordance with the currently effective agreement between the City of Galesburg and local Union. This authorization is revocable by a notice in writing by certified mail to the Finance Department with a copy to the said local Union.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and further and separately relieve the City, and department of the City, the Union, and all their officers, representatives or agents from liability therefore.

APPENDIX B

JOB DESCRIPTIONS

FIREFIGHTER - FIRE DEPARTMENT.

Under direct supervision, combats and extinguishes fire; protects life and property through firefighting activities and the performance of hazardous tasks under emergency conditions and stress; participates in a program of emergency medical services; assists in the routine maintenance of department vehicles, apparatus, equipment, and physical facilities; receives training in methods and techniques related to firefighting; participates in the fire prevention and protection program.

Responds to fire alarms; uses chemical extinguishers, bar, hooks, lines, axes, and ladders to extinguish and/or prevent the spread of fire and protect lives and property; ventilates buildings, holds hose nozzle and directs water streams; may evacuate individuals from the fire and administer first aid to fire victims; participates in salvage and overhaul of equipment.

Drives and operates a pumper or ladder truck and/or rescue van; determines and takes most rapid route to the scene of the fire; positions truck, operates truck controls to regulate pressure and an amount of water flow or assure optimum of utilization of aerial ladders; distributes equipment from the truck to other fire fighters; assists and supervises the reloading of the truck.

Connects hydrant to pumper truck; turns on hydrant, lays hose lines as directed, checks couplings, and straightens hose.

Performs emergency rescue and provides emergency medical treatment in life-threatening situations, including fires, accidents and illnesses; gives necessary immediate treatment to distressed victims using life saving equipment; assures hospital and/or ambulance is contacted as required; may drive emergency van. Employees shall secure certification as an Emergency Medical Technician (minimum EMT or higher) within twelve (12) months of their date of hire and retain that certification as a condition of employment.

Receives continuous training in firefighting methods, techniques and equipment; participates in critique of firefighting operations after major fires; participates in the review of pre-fire plans for schools, nursing homes and hospitals.

Maintains and performs minor repairs of firefighting equipment, vehicles and apparatus. Participates in home awareness programs and Fire Prevention Week; provides tours of the firehouse; gives speeches to civic and school groups and interprets fire programs to community groups; may act as desk watch or historian at the fire station.

Prepares records and reports such as fire reports and equipment records; provides guidance, instruction and training to other firefighters; may assist Training Instructor as required.

Cleans and maintains fire station facilities; operates offset printing equipment when assigned. Firefighters shall continue to mow the grass at outlying stations and shall perform laundry duties according to the current practice.

With regard to snow removal from the apparatus aprons of fire department facilities, the Employer agrees to have its snowplows clean as part of their regular pattern of snow removal in the City. Firefighters shall use the snowplows, blowers, and other equipment provided by the Employer to clean the sidewalks and other areas not clearable by the City's snowplow trucks. If a fire emergency occurs, and it is necessary to clear an exit path for Fire Department vehicles, bargaining unit members agree to do so.

The City may add additional firefighting duties to the foregoing by serving notice of such addition to the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the voluntary work of a bargaining unit member as it relates to equipment, grounds or facilities.

Firefighters shall perform the duties of a superior officer as assigned. Firefighters shall perform other duties as assigned or required.

FIRE CAPTAIN - FIRE DEPARTMENT.

Any firefighter promoted to Fire Captain shall maintain EMT or higher certification. Under direction, functions as station commander during an assigned shift for an outside firehouse or serves as an administrative aide; supervises an on-going program of facility and equipment maintenance and directs and participates in the containment and suppression of fires; conducts training programs; prepares and maintains a variety of records and reports.

Supervises all activities at an outside fire station for an assigned shift; directs staff in an on-going program of vehicle, equipment and facility maintenance; conducts in-service training and drills of subordinates in firefighting methods and techniques; maintains discipline, evaluates performance and abilities of staff.

Supervises subordinates and participates in the containment and suppression of fires; determines best method of extinguishing fires; directs the operation of pumping equipment, laying of hose lines, rescue of individuals, ventilation of buildings, etc.; directs work of firefighters or assists in their direction when relieved by a superior officer.

Directs staff and participates in home awareness and other fire prevention programs.

The City may add additional firefighting duties to the foregoing by serving notice of such addition on the Union. This shall not prevent the Union from grieving the question of whether such additional duties are related to firefighting.

The Union shall not interfere in any manner with the volunteer work of a bargaining unit member as it relates to equipment, grounds or facilities.

Prepares records and reports of fires, and station and staff activities; recommends and substantiates need for the purchase of new vehicles or equipment.

Serves as administrative aide; prepares, coordinates and maintains a variety of records and reports, such as time and pay records, personnel records, fire inspection reports, fire loss reports, station work activities, and supplies and equipment inventories; reviews building plans and assures compliance

with Fire Codes; coordinates releases to the media; may assist in the preparation of the budget proposal and prepares statistical information to evaluate existing or proposed programs.

Serves as training instructor for an assigned shift; teaches scheduled classes in firefighting techniques, equipment, methods and practices; coordinates or conducts special training programs; prepares related reports.

Assumes responsibility for acting as Battalion Chief in the absence of the superior. Performs other duties as required or assigned.

BATTALION CHIEF – FIRE DEPARTMENT

GENERAL DESCRIPTION

This is a full time, shift assigned position working a 24-hours on / 48-hours off schedule. Under the direction of the Fire Chief this position is responsible for planning, organizing, supervising, and directing activities of employees on an assigned shift, often through a subordinate supervisor (Captain). These activities include fire suppression; training; maintaining equipment, supplies, and fire stations; pre-planning for fires; implementing departmental and City personnel policies; educating the public, and conducting fire inspections. Incumbent is responsible for the welfare of personnel in their command and civilians during incidents. The position requires a broad knowledge of fire department administration, modern firefighting, and fire prevention methods and techniques in making proper determinations on varied work problems. Work is reviewed through submission of reports and through discussions and conferences with the Fire Chief.

ESSENTIAL FUNCTIONS

Assists the Fire Chief in the development and implementation of goals, objectives, policies, procedures, and priorities of operations.

Assumes Incident Command or otherwise functions in a leadership role for fires or other significant incidents or emergencies.

Confers, coordinates, and works with other Shift Commanders, other city departments and personnel, and, as necessary, coordinates with other fire agencies.

Plans, administers, coordinates, executes, supervises, and delegates activities of fire suppression and rescue, training, medical emergencies, and fire inspections and investigations.

Makes strategic decisions concerning fire suppression and medical response including directing, coordinating and supervising companies during emergency operations.

Assigns and supervises the work of Firefighters engaged in the maintenance of equipment and grounds at the fire stations during shifts.

Makes personnel decisions, including assignments, schedules and recommendations for discipline, in coordination with the Fire Chief.

Supports and coordinates training needs.

Coordinates personnel and station activities through the supervision of the Fire Chief.

Writes, reviews, and creates accurate records including daily, monthly, and yearly reports.

Supervises tests performed on fire hydrants, fire apparatus, and fire hose.

Supervises and assigns pre-fire planning.

Enforces and trains employees on City and departmental policies.

Responsible for the conduct, efficiency, and discipline of personnel assigned to shift.

Responsible for evaluation and critique of major incidents.

Monitors shift personnel sick leave, time trades, and consolidated time off (CTO) in cooperation with current departmental practices.

Record all departmental activities that occurred during the shift.

Investigate any complaints received during the shift.

Responsible for coordination and continuity between shifts while maintaining a positive work environment and demonstrating knowledge of sound people skills in carrying out the mission of the department.

Other duties as assigned.

PHYSICAL REQUIREMENTS

Strength and mobility to operate a motor vehicle and take command at an incident or emergency scene.

See in close and distant environmental surroundings.

Stand or sit for short or extended periods of time.

Immediately and without warning exert oneself physically over short and extended periods of time.

Maintain hand/arm steadiness and make skillful, coordinated movements with the arms, hands, and fingers.

Hold arms up and make coordinated movements for long periods of time.

Hear and understand conversations in a quiet and noisy environment, as well as ability to tell where a sound is coming from and discriminate between sounds.

Ability to hear and speak to communicate in person, before groups, and over the telephone and radio.

Work outside in various temperature and climate conditions for both short and extended periods of time.

WORKING CONDITIONS

Work requires attendance at meetings at various sites within and away from the City.

Must be able to work extended shifts or be called back in emergency situations.

**Position requires employee to
be on 24-hour call.**

APPENDIX C

| 2021 Sworn Fire Employee Hourly Pay Schedule | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Classification | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
| 40-hour/week Firefighter * | 25.18 | 26.44 | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 |
| 53-hour/week Firefighter | 18.54 | 19.46 | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 |
| 40-hour/week Fire Captain * | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 | 35.43 | 37.21 |
| 53-hour/week Fire Captain | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 | 26.08 | 27.39 |
| *includes 2.5% staff position incentive | | | | | | | |
| Note: Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science | | | | | | | |

Upon the effective date of this amended agreement, the following shall be the pay scale:

| 2023 Sworn Fire Employee Hourly Pay Schedule | | | | | | | |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Classification | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
| 40-hour/week Firefighter * | 25.18 | 26.44 | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 |
| 53-hour/week Firefighter | 18.54 | 19.46 | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 |
| 40-hour/week Fire Captain * | 27.77 | 29.16 | 30.61 | 32.15 | 33.77 | 35.43 | 37.21 |
| 53-hour/week Fire Captain | 20.44 | 21.46 | 22.53 | 23.64 | 24.84 | 26.08 | 27.39 |
| 53-hour/week Battalion Chief | -- | -- | -- | -- | -- | -- | 33.24 |
| *includes 2.5% staff position incentive | | | | | | | |
| Note: Step F requires a Fire Science Certificate and Step G an Associate Degree in Fire Science | | | | | | | |

APPENDIX D LAYOFFS

If during the life of this Agreement, the City reasonably determines that layoffs are necessary due to a lack of work or of funds, it shall provide a thirty (30) day notice to the Union to the effect that it will lay off employees. If either party desires to reopen for negotiations the proposed layoffs or the effects thereof, including the issues of work schedules or work assignments, the party seeking negotiations shall service notice upon the other party within ten (10) calendar days from the date that the 30-day notice is served on the union. If either party serves notice upon the other of a desire to reopen for negotiations in accordance with this Appendix D, the parties shall meet at reasonable times for a period of sixty (60) days, or longer if mutually agreed in writing, in an effort to reach agreement on the issues presented by the notice(s) of desire to reopen. If neither party serves notice of a desire to reopen, the City may proceed with layoffs at the end of the 30-day notice period. Layoffs shall be conducted in accordance with provisions of Section 9.7.

If the Union has served notice of a desire to reopen regarding layoffs, and no agreement is reached during the 60-day negotiations period, the Union may invoke such impasse procedures are available to it under applicable law. Interest arbitration, should it be demanded by the Union, shall be conducted on an expedited basis, with no more than sixty (60) days elapsing between the demand for arbitration and the arbitration award, unless extended by mutual agreement of the parties in writing or by ruling of the arbitrator. The City agrees that it will not implement layoffs pending receipt of an arbitrator's award issued in compliance with the terms of this Appendix D.

APPENDIX E EMT TRAINING

Where practicable, the necessary training to prepare employees to take EMT-or higher certification examinations and to meet the requirements for maintaining EMT-or higher certification will be provided on duty, without loss of pay, by and through the Galesburg Fire Department, subject to reasonable Department rules regarding training, attendance, and testing.

Overtime shall be paid in accordance with Section 7.3 of this Agreement.

APPENDIX F DRUG AND ALCOHOL TESTING

It being the desire of the parties to protect the safety of the public and other employees, yet safeguard the rights of individual employees, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. The City may order individual employees to submit to breathalyzer, blood or urine tests to determine the presence of alcohol and/or blood or urine tests to determine the presence of drugs where the City has reasonable suspicion to believe the individual employee is then under the influence of alcohol or controlled substances. The City shall set forth in writing to the employee at the time the order to submit the testing is given, the basis for such reasonable suspicion, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.

Reasonable suspicion will be based upon the following:

- A. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or
- B. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.
- C. Any and all accidents/injuries incurred while on duty that, in the non-grieveable judgment of the Fire Department supervisor in charge of accident review and reporting, are likely to be determined to have resulted in property damage of \$1,000 or more or that require immediate treatment by a medical professional.

2. Employees ordered to submit to drug and alcohol tests shall promptly comply with the order, whether or not they believe that reasonable suspicion for the order exists. Refusal to submit to such tests may result in appropriate disciplinary action. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. The City shall present each employee, prior to issuing the order to test, this Agreement and the policy of the City concerning drug and alcohol abuse.

3. The City agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:

- A. Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
- B. Establish a chain of custody procedures for both sample collecting and testing that will ensure the integrity of and of each sample and test result;

- C. Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing; if requested by the employer;
- D. Collect all samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
- E. Confirm any sample that tests positive in the initial screening for alcohol or drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected alcohol or drug metabolites;
- F. Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;
- G. Require that the clinical laboratory report to the City positive result only in the case where both the initial and confirmatory test results are positive as to the same sample;
- H. Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory, and any other information provided to the City by the laboratory.

Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the Employer or the employee.

Testing procedures for all breath, blood and urine samples for alcohol and other prohibited drugs and intoxicating compounds shall be in compliance with applicable sampling procedures and shall employ approved evidentiary instruments as required by Il. Adm. Code 20 IL. Adm. Code 1286.

Alcohol Standards: The parties agree to allow the City of Galesburg to administer breathalyzer tests by a trained technician on a properly calibrated breathalyzer to preliminarily determine reasonable suspicion for alcohol impairment by the employee while on duty. A blood alcohol reading on a breathalyzer administered as required under this Article of .01 or higher shall be considered a positive test. A confirmatory test shall be based upon a follow up blood test using the procedures required by this Article.

The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, the consequences of the test and any alleged violation of this Agreement.

4. Should a grievance concerning such testing be sustained, the arbitrator shall have the authority to fashion an appropriate remedy, including but not limited to expungement of records, a prohibition against using information concerning the test or results thereof in any future employment decision, and the posting of appropriate notices. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law. This Agreement notwithstanding. The City agrees to indemnify and hold harmless the Union for and against any claims, demands or any liability that may arise, reasonable costs and attorney's fees included, as a result of any testing conducted by the City.

5. All discipline in situations involving a positive confirmed test shall be administered as specified herein:

- A. First Positive: Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other City or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:
 - a. Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the City and/or the City's EAP Coordinator.
 - b. Discontinue use of illegal drugs or abuse of alcohol.
 - c. The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City the employee's progress, cooperation, drug and alcohol use dangers perceived in connection with performing job duties and completion or non-completion of treatment.
 - d. Complete the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
 - e. Agree to submit to random testing during hours of work during the period of "after care", and for a period of twelve (12) months following the period of "after care" and
 - f. Agree that during this last chance period in (5) above, if the employee tests positive again, the employee may be terminated.
- B. Employees who do not agree to the foregoing shall be subject to discipline up to and including termination.
- C. Second Positive: After two (2) violations of this policy, the employee shall be discharged from employment.

Upon being convicted of the sale, distribution, manufacture or transfer of an illegal drug, or the illegal sale, distribution, manufacture or transfer of a controlled substance, or felony possession of a controlled substance or any other illegal drug by an employee, an employee shall be immediately dismissed.

Upon being convicted of misdemeanor possession of any illegal drug or controlled substance, an employee will be subject to disciplinary action up to and including dismissal.

6. Voluntary Request for Assistance. Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance and successfully completes a substance abuse program. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedure in the operation of its Employee Assistance Program. Employees participating in EAP shall comply with the following requirements:

- A. The City attorney shall be notified of the employee's entry in the EAP. Such information shall be held confidential subject to the employee's compliance with the conditions and agreements established for EAP participation;
- B. The EAP conditions shall include a requirement that the employee be subject to random testing during treatment;
- C. During the period of treatment, the employee shall be required to obtain a fit for duty statement from a physician who shall provide to the Administrator of the EAP. If the employee is determined to be fit for duty, the statement shall be held in confidence. If found not fit, the City shall be notified by the Union President.
 1. If the employee fails to comply with any agreements or conditions for participation in the EAP, the City shall be notified by the Administrator of the EAP.
 2. This employee will be required to submit to random testing for a period of twelve (12) months following the successful completion of treatment. Any further positive drug and alcohol testing may result in termination.

APPENDIX G

COMPONENTS OF CTO

| Category | Year 0 | Year 7 | Year 14 | Year 22 |
|-------------------------------------|--------|--------|---------|---------|
| Current Allocations | | | | |
| Vacation (a) | 144 | 192 | 240 | 288 |
| Personal Day | 24 | 24 | 24 | 24 |
| Holiday Time (b) | 67.2 | 67.2 | 67.2 | 67.2 |
| Christmas Prem Hol (c) | 12 | 12 | 12 | 12 |
| Total | 247.2 | 295.2 | 343.2 | 391.2 |
| New PTO Hours | 248 | 296 | 350 | 400 |
| Change to 40Hour conversion: .07547 | 187 | 223 | 264 | 302 |

- (a) Vacation includes 8 hours for birthday for shift employees
- (b) Holiday time includes hours previously known as comp time
- (c) 12 hrs in CTO instead of added to wages as Premium Holiday P

BENEFIT CONVERSION PROCEDURE.

Employees who may be reassigned from a 53-hour work week schedule to a 40-hour work week schedule, or vice-versa, shall have their accumulated compensatory time leave hours, vacation leave hours, (or CTO hours, as applicable) and sick leave hours converted on the following basis:

1. New 40-hour Per Week Employees - To determine the equivalent benefit hours for new 40-hour per week employees, multiply the employee's shift schedule accumulated benefit hours times a conversion factor of .7547.
2. New Shift Employees - To determine the equivalent benefit hours for new shift schedule employees, multiply the employee's 40-hour per week accumulated benefit hours times a conversion factor of 1.325.

APPENDIX H

Health Insurance Contribution Rates

| City of Galesburg Employee Health Plan | | | | City of Galesburg Employee Health Plan | | | | City of Galesburg Employee Health Plan | | | |
|---|----------|-----------|-----------|--|----------|-----------|-----------|--|----------|-----------|-----------|
| Monthly Premiums 2021 | | | | Monthly Premiums 2021 | | | | Monthly Premiums 2021 | | | |
| High Deductible plan | | | | PPO plan | | | | PPO+ plan | | | |
| Fire Union | Emp Pays | City Pays | Total | Fire Union | Emp Pays | City Pays | Total | Fire Union | Emp Pays | City Pays | Total |
| Single | \$45.96 | \$604.72 | \$650.68 | Single | \$118.64 | \$619.48 | \$738.12 | Single | \$121.36 | \$666.22 | \$787.58 |
| per pay | \$22.98 | \$302.36 | \$325.34 | per pay | \$59.32 | \$309.74 | \$369.06 | per pay | \$60.68 | \$333.11 | \$393.79 |
| Emp + 1 | \$150.70 | \$1101.30 | \$1252.00 | Emp + 1 | \$326.88 | \$1092.64 | \$1419.52 | Emp + 1 | \$342.30 | \$1172.14 | \$1514.44 |
| per pay | \$75.35 | \$550.65 | \$626.00 | per pay | \$163.44 | \$546.32 | \$709.76 | per pay | \$171.15 | \$586.07 | \$757.22 |
| Family | \$332.18 | \$1327.88 | \$1660.06 | Family | \$489.32 | \$1388.12 | \$1877.44 | Family | \$513.26 | \$1486.82 | \$2000.08 |
| per pay | \$166.09 | \$663.94 | \$830.03 | per pay | \$244.66 | \$694.06 | \$938.72 | per pay | \$256.63 | \$743.41 | \$1000.04 |
| <p>Premiums & Contributions include medical, prescription drug, dental & vision benefits for each plan as defined in the benefits booklet</p> | | | | | | | | | | | |



RATIFICATION

Executed this _____ day of _____, 2021, after ratification by the Union membership and after receiving approval by the City Council.

CITY OF GALESBURG, ILLINOIS

I.A.F.F. LOCAL NO. 555
GALESBURG FIREFIGHTERS ASSOCIATION

City Manager/Date

President/Date

Witness/Date

Vice President/Date

Witness/Date

Vice President/Date

Treasurer/Date

Recording Secretary/Date

**COUNCIL LETTER
CITY OF GALESBURG
OCTOBER 16, 2023**

AGENDA ITEM: Proposal recommendation, three-year renewal agreement for Galesburg Parks and Recreation software.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Parks and Recreation, and Purchasing Agent recommend waiver of normal purchasing policies and approval of a three-year agreement with Amilia in the amount of \$17,964, plus a 1% service fee estimated at \$6,000 per year, to provide a renewal for the Parks and Recreation Amilia software and support to the City of Galesburg. The current three-year agreement is scheduled to expire at the end of November 2023.

BACKGROUND: In 2016, the Parks and Recreation Department entered into an agreement to use MaxGalaxy as its first ever recreation software. In 2020, the Parks and Recreation Department entered into an agreement to use SmartRec from Amilia recreation software. City staff would like to renew the agreement. Features the recreation software include are listed below:

- Facility Scheduling
- Online Facility Reservations
- Registration
- League Scheduling
- Membership Management
- Online Registration
- Punch Pass & Attendance Tracking
- Point of Sale & Inventory Management
- Website Integration
- E-mail Marketing & Communications
- Reporting

The three-year commitment of \$17,964, plus a 1% service fee estimated at \$6,000 per year based on revenue transactions, brings the overall project price over the normal purchasing threshold requiring a formal bid/proposal. Purchasing reviewed the request process that had occurred and determined this service is meeting the current needs.

Based on these factors, City staff is requesting the City Council waive normal purchasing procedures and approve the three-year renewal agreement with Amilia for this software.

BUDGET IMPACT: Funds will come from Parks & Recreation Administration (1905).

SUPPORTING DOCUMENTS:

1. Amilia Service Agreement



AMILIA
SmartRec

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

SmartRec Platform

Prepared for:

City of Galesburg



This Software as a Service (SaaS) Agreement (the “Agreement”) is entered into by and between:

| | |
|--|---|
| City of Galesburg, a company/corporation/other (as applicable incorporated under the laws of Illinois having its registered office at: 55 West Tompkins Street Galesburg 61401 United States represented herein by: Peter Schwartzman, Mayor ("Customer" or "you") | AMILIA TECHNOLOGIES USA, INC. , a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by Ali Sabrah, Customer Success Manager; ("Amilia") |
| (Collectively, the "Parties") | |

The Parties agree to the following terms and conditions:

| |
|---|
| A. Initial Term |
| Initial Term: 36 months Commencement Date: December 1st, 2023 Expiration Date: November 30th, 2026 |
| B. Access and Service Fees |
| Access fees: \$499\$/month to be invoiced monthly (discounted from \$799/month). <input type="checkbox"/> Starter <input type="checkbox"/> Growth <input checked="" type="checkbox"/> Plus |
| Service fees: 1% of Customer’s transaction revenues processed through the SmartRec Platform to be invoiced monthly. (Access fees and Service fees are referred to as “Platform Fees”) |
| C. Payment processing Fees |
| Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.30 per transaction to be invoiced monthly. eCheck (ACH): 1% + \$0.50 per transaction to be invoiced monthly. Additional fees passed through directly from credit card companies may be applied, including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds. |

E. Notice and Communication

Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:

if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada

if to Customer: at the address above.

Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt.

The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

This Agreement incorporates all the terms and conditions specified in Appendix A – Terms and conditions.

In the event of a conflict between any provisions in the Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in the Appendix A shall govern.

| | |
|---|--------------------------|
| AMILIA TECHNOLOGIES USA, INC. By: <i>Ali Sabrah</i> | City of Galesburg By: |
| Name: Ali Sabrah | Name: Peter Schwartzman |
| Title: Customer Success Manager | Title: Mayor |
| Date: October 10th, 2023 | Date: |

APPENDIX A TERMS AND CONDITIONS

1. The SmartRec Solution

a. Platform & API. Amilia provides (i) an e-commerce platform (the “**SmartRec Platform**”) that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface (“**API**”) to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the “**SmartRec Solution**”). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. Provision of Access. Subject to you paying the Platform Fees and any other fees stipulated and agreed upon with Amilia herein and compliance with all the other terms and conditions of this Agreement, Amilia grants you a personal, limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the SmartRec Solution (the “**Access**”) during the Initial Term or Renewal Term and solely for use by you and the End Users (as defined below) in accordance with the terms and conditions herein. The Access includes access to all features, modules (except Community Segments), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Amilia. Amilia will provide you the necessary passwords and network links or other connections to allow you to access and use SmartRec Solution. Subject to the terms and conditions of this Agreement, Amilia hereby grants you a non-exclusive, non-sublicensable, non-transferable license to use the Documentation (as defined hereunder) during the Initial Term and Renewal Term solely for your internal business purposes in connection with you use of the SmartRec Solution. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Amilia’s Intellectual Property Rights (as defined hereunder).

c. Platform fees and Payment terms. You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all Platform Fees and any other fees stipulated and agreed upon with Amilia herein within thirty (30) days of date of invoice issued by Amilia. If you fail to make any payment to Amilia when due, you must, without prejudice to any other right or remedy of Amilia (a) pay interest on the amount outstanding, at a monthly rate equal to 1.25% or a per annum rate equal to 15%; and (b) reimburse

Amilia for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt. Platform Fees do not include local, state, provincial, or federal taxes or duties of any kind and any such taxes will be assumed and paid by you. Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations and its inability to meet any schedule or delivery requirements is caused by your failure to provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia’s obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. Customer/End User Service Support. Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account (“**Account**”) and your use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the “**End Users**”) relating to your Access for your services, including pricing, order fulfillment, order cancellation by you or the customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia’s guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer’s access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. Security. Amilia maintains administrative, technical, and physical procedures to protect End User Information stored on Amilia servers from unauthorized access, accidental loss, or modification. Those procedures shall, at a minimum, meet the standards of the industry to protect End User Information from unauthorized access, accidental loss, or modification. Amilia guarantees that its data center infrastructure will be available and extends to all network infrastructure under Amilia’s direct control. The only exceptions to this guarantee are planned system maintenance and Force Majeure events. Amilia agrees to store and process Customer’s data only in the continental United States or

in Canada. Amilia will protect Customer's data with routine backups and off-site storage of the data in the event of a disaster. Amilia shall report, either orally or in writing, to Customer any use or disclosure of Customer's data not authorized by this Agreement, or in writing by the Customer including any reasonable belief that an unauthorized individual has accessed Customer's data. Amilia shall make the report to Customer immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Amilia reasonably believes there has been such unauthorized use or disclosure. Amilia's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) Customer's data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Amilia has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Amilia has taken or shall take to prevent future similar unauthorized use or disclosure. Amilia shall provide such other information, including a written report, as reasonably requested by Customer. Notwithstanding the foregoing, Amilia does not guarantee that unauthorized third parties will never be able to defeat those measures or use such information for improper purposes. For purposes hereof, "End User Information" means such End User's information or data created, collected, generated, licensed, leased, on your behalf or information or data otherwise under the control or responsibility of you wherever located, including, but not limited to, Personal Information or Sensitive Personal Information, that are disclosed or otherwise made available to Amilia by you pursuant to or as part of this Agreement. To the extent that you provide Amilia any data that may constitute Personal Information, the Parties agree that you determine the purpose and means of processing such Personal Information, and Amilia processes such information on your behalf, you acting as a controller and Amilia as a processor under relevant applicable law. In such case, you are responsible to provide the necessary information to the identified or identifiable natural person whose Personal Information are collected, processed, or stored and shall obtain all required consents under applicable laws to allow Amilia and its affiliates, subcontractors, agents and third-party service providers to process such Personal Information in connection with the SmartRec Solution. Upon request, you will provide Amilia with copies of such consent. "Personal Information" means all information or data (regardless of format) that (i) identifies or can be used to identify, contact, or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual regardless of the citizenship, age, or other status of the individual. Personal Information includes but is not limited to first and last name; last name plus data regarding birth; phone number; email address; street address; geolocation; customer number or identifier; government identifier; or account number or identifier.

"Sensitive Personal Information" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. Sensitive Personal Information consists of: (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) all data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes.

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia's sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; (ii) the SmartRec Platform will perform substantially in accordance with the Documentation, and (iii) it shall at all times comply with all applicable laws in connection with providing services under this Agreement, including PCI compliance as defined by the Payment Card Industry Security Standards Council to ensure all credit card information is protected, and that it will continue to meet such standards during the term of this Agreement including any extensions thereto. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this Agreement, "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND THE DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE SMARTREC SOLUTION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOURS OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

h. Aggregate Statistics. Notwithstanding anything to the contrary in this Agreement, Amilia may monitor your use of the SmartRec Solution and collect and compile data and information related to your use of the SmartRec Solution that is used by Amilia in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SmartRec Solution (the "Aggregate Statistics"). As between Amilia and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Amilia. You acknowledge that Amilia may compile Aggregated Statistics based on your data input into the SmartRec Solution. You agree that Amilia may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify you or your Confidential Information.

2. Your Engagement.

a. Use. You shall not use the SmartRec Solution and the Documentation for any purposes beyond the scope of the access granted in this Agreement. You are responsible and liable for all uses of the SmartRec Solution and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the "Amilia Trademarks") strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You

will not, at any time, directly or indirectly, and shall not otherwise permit someone to: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; (iv) send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (v) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vi) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (vii) modify, copy or create derivative works based on the SmartRec Solution or Amilia's Intellectual Property Rights therein; (viii) create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (ix) disassemble, reverse engineer, decompile, decode, adapt, or otherwise attempt to derive or gain access to the SmartRec Solution, in whole or in part, for any purpose or reason; (x) remove any proprietary notices from the SmartRec Solution or Documentation; or (v) use the SmartRec Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Suspicion of Unauthorized or Illegal Use. Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you prompt advance notice of any impending disclosure of your information to law enforcement and grant you, or your attorneys, the possibility to participate in any police investigation or legal proceeding.

d. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense,

distribute, prepare derivative works of, or incorporate into other works, and otherwise use, display and perform all acts as may be necessary for Amilia to provide the SmartRec Solution to you regarding any and all information about your goods and services (“**License for your services**”), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise to, and only to provide the services contemplated by this Agreement, unless otherwise agreed to in writing with Customer. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (<https://www.amilia.com/legal/privacy>) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions submitted by you will accurately describe your license for your services sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the Access granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall be subject to annual budget appropriation, as applicable, and may be extended for additional one-year terms on the Expiration Date (each, a "Renewal Term") and on each successive anniversary of the Expiration Date (each, a "Renewal Date"), , unless and until (i) either party gives written notice of non-renewal at least 60 business days before the Expiration Date or any Renewal Date; or (ii) the Agreement is terminated earlier in accordance with its terms.

b. Suspension. With reasonable advance notice to you, Amilia may suspend your Account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution (or Amilia’s Intellectual property Rights) or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; (ii) Amilia reasonably determines in its sole discretion that your use of SmartRec Solution disrupts or poses a security risk to the SmartRec Solution or to any other customer of Amilia; (iii) Amilia reasonably determines in its sole discretion that you are using the SmartRec Solution for fraudulent or illegal activities; or (iv) if you fail to make any payment to Amilia when due and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances. Amilia will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you or any End User may incur as a result of a suspension.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) set forth herein and in Sections 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within sixty (60) days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an “Act of bankruptcy” shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for any substantial Part of a party’s assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which petition remains undismissed for a period of ninety (90) days or which is

dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by you. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 90 days to Amilia. The effective date of such termination shall be at the expiration of such 90-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your Account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iv) that the Access granted by Amilia to you under this Agreement shall terminate; and (iv) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after sixty (60) days, Amilia may delete your Account from Amilia's "live" site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, provided you have paid in full all amounts owed to Amilia up to the date of suspension or termination of this Agreement; (v) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vi) that Amilia will not be liable to you for compensation, reimbursement, or damages in connection with your use, termination, suspension of the SmartRec Solution or deletion of your information or account data.

f. Termination Due to Lack of Appropriations. To the extent applicable, all payment obligations under this Agreement are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. You will use reasonable efforts to ensure appropriated funds are available. For the term of this Agreement which extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation and availability of funds for such purpose, as determined by you in good faith. If, in your judgment, sufficient funds are not appropriated to maintain the services set forth in this Agreement the function performed in this Agreement and for the payment of the fees hereunder, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding, provided that you agree to give written notice of termination to Amilia at least ninety (90) written notice prior to the end of its then current fiscal year, stating its reasons for termination. In

the event of termination due to a lack of appropriations, you will pay Amilia for all fees and expenses related to the services you have received, or Amilia has incurred or delivered, prior to the effective date of termination. You agree that should it terminate in accordance with this paragraph, it shall not obtain services which are substantially equal to or similar to those for which this Agreement was entered into during the same fiscal year to which the termination applies and this provision shall not be construed to allow you to terminate the Agreement, in order to acquire similar licenses or services from a third party.

4. Confidential Information.

a. "Confidential Information" means any information provided by either party (a "**Disclosing Party**") and any information received by the other party (a "**Receiving Party**") in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party's internal affairs, technical information, specifications, drawings, documentation and "know-how" of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a "need to know" basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party's possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis.

Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party promptly, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party's Confidential Information and all portions and copies thereof, which are in Receiving Party's possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction ("**Intellectual Property Rights**") owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you, except for transaction data shared with the user, is your sole and exclusive property. Amilia is free to use or disclose any comments

or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings ("**Claims**") (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia's breach of Section 4 (Confidential Information); (iii) arising out of Amilia's breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or wilful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia's entire liability, and are your exclusive remedy, with respect to any claim of infringement of the Intellectual Property Rights of a third party. [This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SmartRec Solution in combination with data, software, hardware, equipment, or technology not provided by Amilia or authorized by Amilia in writing; (B) modifications to the SmartRec Solution not made by Amilia; (C) your data or Content.

b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the "**Amilia Parties**") harmless from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia's use thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of Section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and Warranties); or (v) arising out of the negligence or wilful misconduct by you or any of your employees or agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid

in settlement (including, without limitation, reasonable legal fees) (collectively, “Losses”) to the extent based upon such a Claim.

c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SMARTREC PLATFORM, THE API, YOUR ACCOUNT, THE SMARTREC PLATFORM SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA’S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION AS DESCRIBED IN SECTION 1.e.); (B) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (E) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY; (F) COST OF REPLACEMENT GOODS OR SERVICES, AND/OR (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGACONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II)

SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ACCESS FEES PAID BY YOU TO AMILIA DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

d. Amilia Insurance coverage. Amilia will, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Delaware, without regard to conflict of law rules and to the exclusive jurisdiction of the courts of the state of Delaware for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE.

b. No Waiver or Limitation. A party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice on its website, by email or any other website maintained or owned by Amilia for the purposes of providing services in connection with this Agreement, provided that the SmartRec Platform shall continue to perform substantially in accordance with the Documentation. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you by

posting such disclosures and notices on its website or emailing them to the administrator's email address listed in your Account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "Force Majeure Event" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then the party entitled to performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the parties with respect to the matters covered by such Software as a Service Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any

applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the parties.

**COUNCIL LETTER
CITY OF GALESBURG
October 16, 2023**

AGENDA ITEM: Consider moving forward with the demolition process on properties located at 435 N Broad St. (Detached Garage), 340 N Broad St. (Residence), 861 E South St. (Residence), 246 S Whitesboro St. (Residence & Detached Garage) 325 S Chambers St. (Residence & Detached Garage), 163 W Mary St. (Residence & Detached Garage), 272 N Broad St. (Residence), 484 N Cherry St (Residence), 1970 E Main St. (Commercial Building)

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development and Code Compliance Supervisor recommend the City Council authorize demolition proceedings for these properties.

BACKGROUND: After an inspection of the properties, the building inspector sent the required notification to the owners of the property requesting compliance. The following are the responses to the violations:

435 N Broad: A letter was sent to the listed owner in July of 2022. City staff were contacted by members of the owner's family stating that the bank had foreclosed, and the owner was no longer responsible for the structure. The owner is still listed on the property taxes and staff have been unable to confirm a change in ownership. Follow-up inspections have noted that no attempt to repair the building have been made. There are large sections of the walls missing and boarded up. This property has been cited for numerous nuisance violations since 2022.

340 N Broad: A letter was sent to the listed owner in March of 2023. The property was then sold to a neighboring property owner in May of 2023. The new owner stated that he intended to demolish the residence to expand the neighboring lot. A follow up inspection in August of 2023 showed that no attempt had been made to repair or demolish the structure. A follow-up letter was also sent in August. There are large sections of foundation that are beginning to fail: There are visible holes in the roof: Siding is pulling away from the structure allowing for rodent infiltration; The accessory roof is sagging and showing signs of collapse; the residence has not had active water service since 2008.

861 E South: A letter was sent to the listed owner in September of 2023. Upon a follow-up inspection it was noted that no attempt was made to fix the building. The porch roof structure has collapsed; There are several missing windows that are boarded up from the inside allowing for weather infiltration; there are tree branches laying on the roof; during inspection rodents were seen entering openings in the structure. This residence has not had active water service since January of 2020.

246 S Whitesboro: In August of 2023 this residence was scheduled for water service replacement. Community Development staff were contacted in regard to a large 10' by 5' portion of the foundation that had collapsed. Upon further inspection the residence was deemed structurally unsafe and was placarded as uninhabitable. After the required notice was sent to the listed owner it was discovered that the owner was deceased. Staff reached out to the owner's son who resides out of state. A list of issues with the property as well as a list of local demolition contractors was sent to him. A follow-up

inspection noted that there has been no attempt to fix or demolish the property. There is a large opening on the south side of the foundation; the roof is dilapidated and showing signs of rot; the majority of the floorboards in the house are rotted and failing; multiple openings in the structure allowing weather and rodent infiltration; the garage roof is dilapidated and collapsing.

325 S Chambers: A letter was sent to the listed owner in March of 2023. A follow-up inspection noted that no attempt at fixing the property had been made. This property has been cited for nuisance violations numerous times resulting in \$2,172.44 in unpaid property maintenance liens. The property has a dilapidated roof soffits and gutters; the foundation is shifting and showing signs of failure due to mortar failure; there are multiple broken and or missing windows; the front steps are dilapidated, and bordering brick walls are failing; the accessory structure does not appear structurally sound; the chimney is pulling away from the structure and needs to be removed.

163 W Mary: a letter was sent to the listed owner in January of 2023. The property was subsequently sold, and a letter was sent to the new owner. A timeline for repairs was provided to the building inspector with repairs to be completed by May of 2023. A request to extend that timeline to July 22, of 2023 was granted. A follow up inspection showed that repairs had been started to the front porch, but no other repairs have been made. The tuckpointing around the chimney is failing allowing for weather to infiltrate the structure; roofing is severely dilapidated and missing in several places; parge coating around foundation is missing or falling away from the building in several areas; the foundation is failing in the rear of the structure on the west side.

272 N Broad: A letter was sent to the listed owner in June of 2023. The owner contacted the Building Inspector and stated he was trying to secure a loan to repair the property. No further contact has been made. A follow-up inspection showed that no attempt to fix the property has been made. The roof is showing signs of dilapidation with metal sheeting patching the roof; the soffits are rotting and allowing weather infiltration; windows are missing and need replaced; the foundation bricks are loose and falling out.

484 N Cherry: A letter was sent to the listed owner in June of 2023. The owner contacted the Building Inspector and requested time to remove any belongings from the property and to hire a demolition contractor. She was provided a list of demolition contractors and given an extension to August 13 of 2023. Follow-up inspections have noted that no progress has been made and the city has had no further communication with the owner. The residence has a dilapidated roof and soffits; the bulkhead door is rotting and separating from the building allowing for rodent infestation; the foundation has missing tuckpointing and cracks allowing for water infiltration; siding is rotting or missing around the structure; Gable facia molding is missing allowing an opening at the roofs edge.

1970 E Main: a letter was sent to the listed owner in July of 2023. Follow-up inspections noted that no attempts at fixing the building have been made. This property has not had active water since 2009. The front wall of the structure is collapsing with wood supports cracking and sagging; tuckpointing is missing in several areas around the building; concrete spalling of the front steps is causing them to collapse; there is an opening in the front wall allowing rodent infiltration. The city has received multiple complaints of bricks falling from the parapet wall onto the neighboring property.

The request before Council tonight is to approve moving forward with the demolition process. If approved, the following steps still need to be taken:

- A title search is being conducted and if it is found that there are any other parties with ownership interest, staff will send additional notices.
- If there are no responses, the City Legal Department pursues all necessary steps to obtain an order for demolition.
- Once an order is received, staff can order an asbestos inspection of the property.
- Staff requests utilities be terminated at the property.
- Staff then drafts demolition specifications, and the demolition is put out for bid.
- Bids are taken to City Council for approval.
- The selected demolition contractor schedules the demolition into their calendar and completes the demolition.

BUDGET IMPACT: The demolition costs would be paid out of Fund 23- Property Redevelopment. Estimated demolition expenses would be:

- 435 N Broad St (Detached Garage)- \$4,000- \$7,000
- 340 N Broad St (Residence)- \$15,000- \$18,000
- 861 E South St (Residence)- \$17,000- \$20,000
- 246 S Whitesboro (Residence & Detached Garage) \$17,000-\$20,000
- 325 S Chambers St (Residence & Detached Garage) \$18,000- \$21,000
- 163 W Mary St (Residence & Detached Garage) \$17,000- \$20,000
- 272 N Broad St (Residence) \$15,000- \$18,000
- 484 N Cherry St (Residence) \$25,000- \$32,000
- 1970 E Main St (Commercial Building) \$25,000- \$35,000

SUPPORTING DOCUMENTS:

1. Fifteen-day notices and photos

CITY OF
GALESBURG
ILLINOIS

July 14, 2022



Lake Rice
East Galesburg, IL. 61430

ReferenceProperty:435 N Broad St
PIN#:9910405020

Legal Description: SUB OF LOTS 1-4 NORTHERN ADDN E30' LT 11 & W33' LT 12

This is to advise you that the accessory buildings owned by you, or in which you claim interest, located at 435 N. Broad St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31). You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Dilapidated structure (garage) Wall sections missing

The list is based upon a visual inspection was performed on July 12, 2022. This property will be re-inspected on August 1, 2022. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

435 N Broad



CITY OF
GALESBURG
ILLINOIS

March 8, 2023



Galesburg, IL. 61401

ReferenceProperty:340 N. Broad St.

PIN#:9910403044

Legal Description: **NORTHERN ADDN W OF BROAD ST LOT 16**

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 340 N. Broad St.. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

- 1.) Chimneys appear to be leaning and need of repair and/or replacement
- 2.) Steps to front porch dilapidated and in need of repair
- 3.) Foundation under front porch appears to have no mortar in between bricks and bricks missing in wall
- 4.) Foundation under house is in need of tuckpointing and repair areas that appear to fail
- 5.) Several areas around house bottom course of siding is loose allowing for rodent infiltration
- 6.) Several areas are boarded up or shutters are closed windows and doors behind the board up need to be repaired and function as designed. Board up is not a repair.
- 7.) Roof on house is dilapidated and holes through roof are visible from ground allowing for weather to enter structure
- 8.) Gutters and downspouts either missing and/or not properly functioning to carry weather away from building
- 9.) Accessory building block walls showing signs foundation giving way cracks up walls
- 10.)Roof over garage has large sag in roof sign of structure failure

The list is based upon a visual inspection was performed on March 8, 2023. This property will be re-inspected on March 23,2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

340 N Broad





Demolition Notice

09/07/2023

[REDACTED]
GALESBURG IL 61401, IL 61401

Re: 861 E SOUTH ST, GALESBURG IL 61401,
PIN #: 9914129022
Legal Description: DAY S ADDN LOT 4 5 A LOT 8

Dear Property Owner:

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 861 E SOUTH ST in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31)

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

Porch roof collapsed, windows missing and boarded up on inside allowing for weather infiltration, trees laying on roof, rodents(squirrels) making entry while inspecting on porch roof area

The list is based upon a visual inspection was performed on 8/18/23. This property will be re-inspected on 9/22/23. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,

Inspections Division
City of Galesburg, Il.

861 E South





Demolition Notice

08/29/2023

[REDACTED]
GALESBURG IL 61401,

Re: 246 S WHITESBORO ST, GALESBURG IL 61401,
PIN #: 9914205017
Legal Description: FROST S ADDN LOT 12 BLK 5

Dear Property Owner:

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 246 S WHITESBORO ST in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31)

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

1. Foundation failure/collapse 2. dilapidated roof 3. Building has openings to the outside 4. Majority of the home is shored up with timbers and floor boards are rotted through 5. Garage roof dilapidated and sheeting is collapsed through rafters.

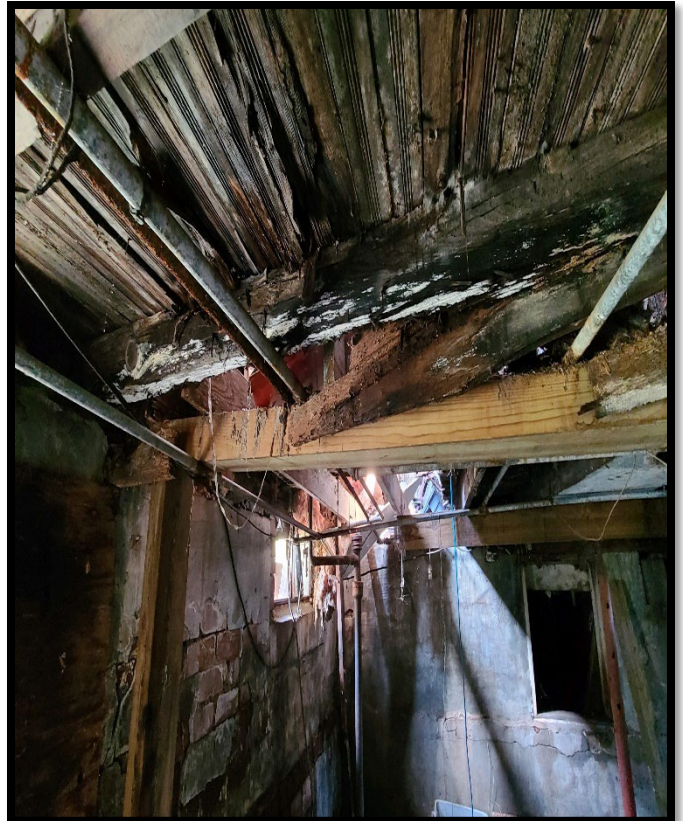
The list is based upon a visual inspection was performed on 08/25/2023. This property will be re-inspected on 09/13/2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,

Inspections Division
City of Galesburg, Il.

246 S Whitesboro



CITY OF
GALESBURG
ILLINOIS

March 7, 2023



Waterloo, IA 50702

ReferenceProperty: 325 S. Chambers

PIN#: 9914153002

Legal Description: SD 1904 SUB LOTS 15 & 16 BLK 64 LOT 43 & E 10' LOT 42

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 325 S. Chambers St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Dilapidated roof holes visible on north side
2. Dilapidated soffits and gutters
3. Windows appears open or missing/broken
4. Rear entrance door boarded over and porch is gone
5. Boarded up windows and doors need repair over 90day allowance per City Ordinance
6. Foundation shifting and showing signs of failure due to mortar failure
7. Front steps dilapidated, brick walls bordering steps falling apart needing to be rebuilt
8. Window opening boarded at ground level with PVC vent through not properly installed allowing for rodent infiltration
9. Accessory structure boarded up in need of repair, board up is in violation of time allowance per City Ordinance, board up is not a repair. Repair all boarded openings by replacing or removing failed items.
10. Dilapidated wood visible on accessory structure at roof level roof appears dilapidated
11. Accessory structure appears not structurally sound chimney is pulling away from structure and needs to be removed.

The list is based upon a visual inspection was performed on March 6, 2023. This property will be re-inspected on March 22, 2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

325 S Chambers



3/6/23, 3:17 PM
534 E South St
Knox County



CITY OF
GALESBURG
ILLINOIS

March 10, 2023



Galesburg, IL. 61401

ReferenceProperty: 163 W. Mary St.

PIN#: 99-10-201-048

Legal Description: C H MATHEWS ADDN LOT 9 BLK 1

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 163 W. Mary St. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

- 1.) Tuckpointing on chimney missing and allowing for weather to infiltrate structure
- 2.) Roofing severely dilapidated and missing in areas around the roof
- 3.) Roof fascia and edges showing signs of rot and dilapidation
- 4.) Porch collapsing on west side foundation collapsed post supporting roof no longer fastened, floor rotten and collapsed and has hole rotten through floor, and railing sections have collapsed do to rot and decay
- 5.) Porch roof has collapsed in the center and pulled away from the structure and is allowing for weather to enter the building.
- 6.) Soffit/ceiling collapsed and missing from porch
- 7.) Foundation was parged at one time and the pargement coating is missing in some areas and pulling away in others. The foundation appears to be falling away from the structure in the rear of the west side and pushing the siding off the corner. Parge coating or tuckpointing needed in several areas on the foundation.

The list is based upon a visual inspection was performed on January 10, 2023. This property will be re-inspected on March 25, 2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

163 W Mary



CITY OF
GALESBURG
ILLINOIS

June 20, 2023



ReferenceProperty:272 N. Broad St.

PIN#:9910455010

Legal Description: S 3 RDS lot 2 BLK 5.

This is to advise you that the building and accessory buildings owned by you, or in which you claim interest, located at 272 N. Broad St.. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

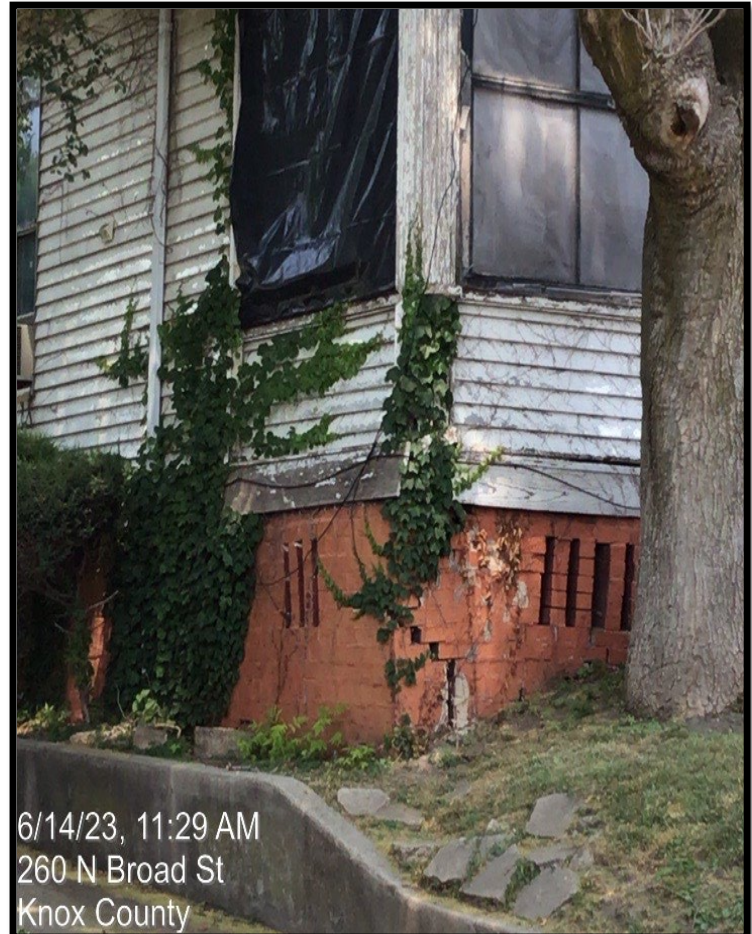
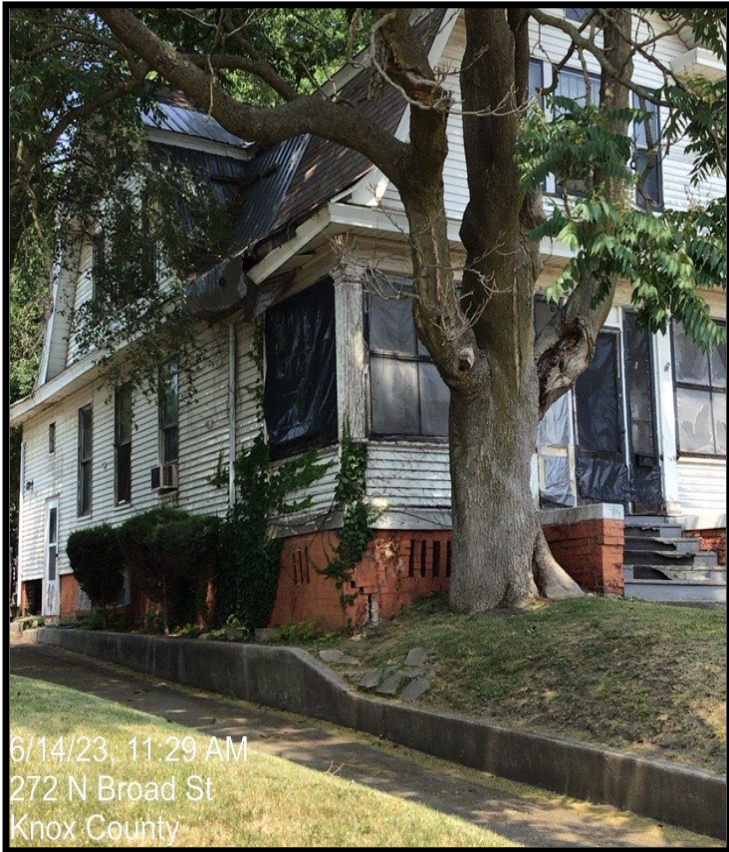
1. Dilapidated roof
2. Dilapidated soffits
3. Windows and doors missing glass and covered with plastic
4. Foundation failing bricks loose and falling out

The list is based upon a visual inspection was performed on June 14, 2023. This property will be re-inspected on July 5, 2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

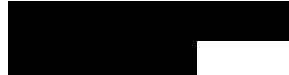
Sincerely,
Inspections Division
City of Galesburg, Il.

272 N Broad



CITY OF
GALESBURG
ILLINOIS

June 20, 2023



Abingdon, IL. 61410

ReferenceProperty:484 N. Cherry St.

PIN#:9910405040

Legal Description: SUB OF LT 1 OF SUBLOT 6 LT 1 (EX N3.83' W 34' E116.18')

This is to advise you that the building owned by you, or in which you claim interest, located at 484 N. Cherry St.. in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31).

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

1. Dilapidated roof
2. Dilapidated soffits
3. Bulk head plywood door buckling /seperating appears to aloow rodents in to basement
4. Foundation has areas of tuckpointing that is missing and cracks by door allowing water infiltration.
5. Numerous areas of clapboard siding falling off structure and allowing weather to penetrate into wall cavity.
6. Gable fascia molding missing allowing what appears is a opening at roofs edge
7. Weathered trim boards on the siding at corners dilapidated and peeling away from structure allowing openings to form and allow openings birds and or rodents can enter.

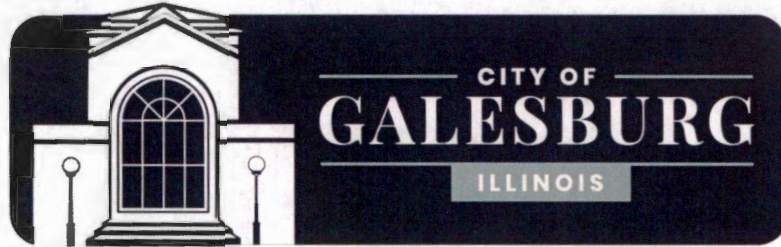
The list is based upon a visual inspection was performed on June 14, 2023. This property will be re-inspected on July 5, 2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,
Inspections Division
City of Galesburg, Il.

484 N Cherry





Demolition Notice

07/20/2023

[REDACTED]
YATES CITY IL 615729300,

Re: 1970 E MAIN ST, GALESBURG IL 61401,
PIN #: 9913104009
Legal Description: FACTORY ADDN LOT 1 BLK 5

Dear Property Owner:

This is to advise you that the building and accessory building owned by you, or in which you claim interest, located at 1970 E MAIN ST in the City of Galesburg, Knox County, Illinois, is in dangerous and unsafe conditions by reason of the State of Illinois Municipal Code for unsafe properties (65 ILCS 5/Art. 11 Div. 31)

You are further notified that you have fifteen days from the date of this letter to contact this department or repair and/or replace the areas listed below:

Please repair or replace the following items:

Brick structure failing, front wall appears to be collapsing, wood supports cracking and sagging. Tuckpointing missing in several areas around building. Roof corbals missing leaving roof edge to wave in the wind. Front steps of dilapidated concrete, concretespalling causing steps to collapse. Hole in front wall from rodent entry

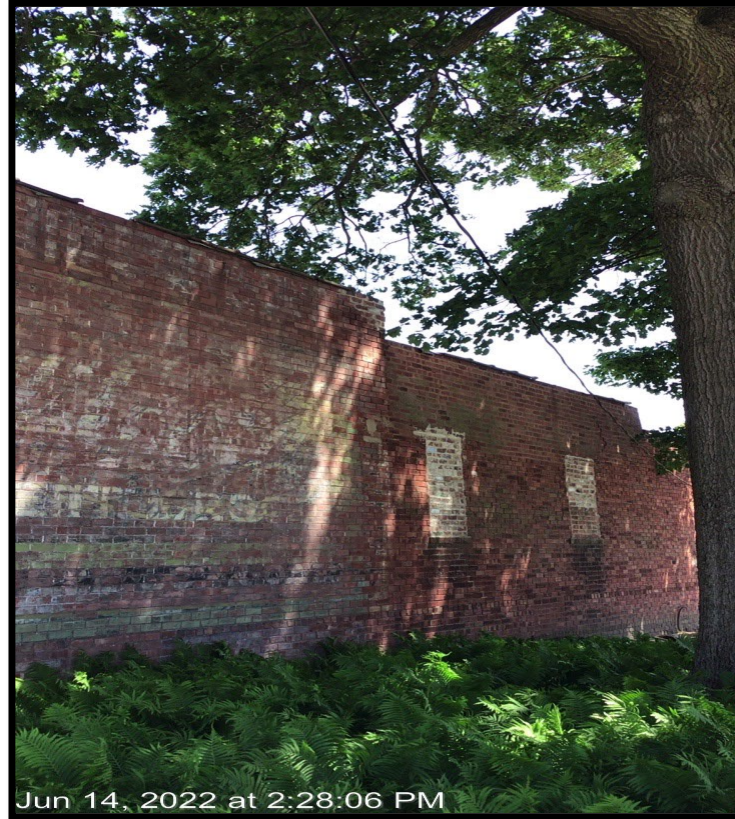
The list is based upon a visual inspection was performed on 07/20/2023. This property will be re-inspected on 08/09/2023. This notice is given pursuant to the applicable statutes of the State of Illinois. If you do not properly repair or replace the listed items or contact this office within the fifteen day time period, the City will proceed with demolition action against the property.

If you have any other questions or need additional information, please contact me at 309-345-3617.

Sincerely,

Inspections Division
City of Galesburg, Il.

1970 E Main



TOWN OF THE CITY OF GALESBURG

Date: October 16, 2023

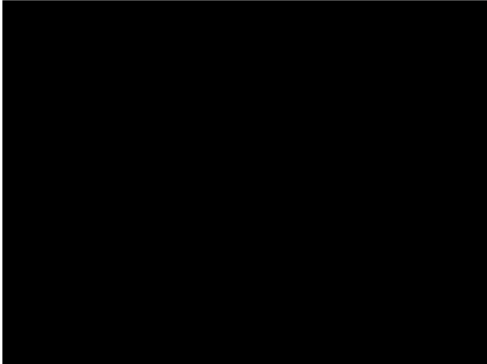
Agenda Number: 23-9021

| | |
|---------------------------------|--------------------|
| TOWN FUND | <u>\$11,613.46</u> |
| GENERAL ASSISTANCE FUND | <u>\$5,108.60</u> |
| IMRF FUND | <u>\$3,286.06</u> |
| SOCIAL SECURITY & MEDICARE FUND | <u>\$2,465.22</u> |
| LIABILITY FUND | <u>\$143.26</u> |
| EMERGENCY ASSISTANCE | <u>\$0.00</u> |
| TOTAL | <u>\$22,616.60</u> |

TOWN of the City of Galesburg - TOWN
TOWN Payment Due Report
 September 26 - October 10, 2023

| Type | Date | Num | Name | Memo | Amount |
|--------------------------------|------------|---------------|-------------------------|---|------------------|
| Ameren Illinois | | | | | |
| Bill | 10/10/2023 | 092523 | Ameren Illinois | Acct# 5392319850 8/22 to 9/21 Service | 351.70 |
| Total Ameren Illinois | | | | | 351.70 |
| CityGalesburg EXPENSES | | | | | |
| Bill | 10/06/2023 | 0478561 | CityGalesburg EXPENSES | 2023 Extreme Network Upgrade | 3,892.85 |
| Bill | 10/06/2023 | 0478552 | CityGalesburg EXPENSES | October 2023 Stratus | 107.97 |
| Bill | 10/01/2023 | 093023 | CityGalesburg EXPENSES | Acct# 018974-000 Water/Sewer service Sep... | 34.21 |
| Total CityGalesburg EXPENSES | | | | | 4,035.03 |
| CityGalesburg GROUP INS | | | | | |
| Bill | 10/10/2023 | 0474575 | CityGalesburg GROUP INS | Acct# 0024806 November Health Insurance | 6,496.87 |
| Total CityGalesburg GROUP INS | | | | | 6,496.87 |
| Eagle Enterprises | | | | | |
| Bill | 10/02/2023 | 100223 | Eagle Enterprises | July thru September Recycling/Trash | 184.68 |
| Total Eagle Enterprises | | | | | 184.68 |
| F&M Credit Card | | | | | |
| Bill | 09/21/2023 | 9134569_Su... | F&M Credit Card | Summit Hosting for QB Sept 21 to Oct 21 | 71.89 |
| Total F&M Credit Card | | | | | 71.89 |
| Liz's Typesetting | | | | | |
| Bill | 10/01/2023 | 092623 | Liz's Typesetting | Envelopes Qty 4000 + Postcards 500 | 436.00 |
| Total Liz's Typesetting | | | | | 436.00 |
| Tri-States Water | | | | | |
| Bill | 10/10/2023 | 91460 | Tri-States Water | Sept 21 delivery | 37.29 |
| Total Tri-States Water | | | | | 37.29 |
| TOTAL | | | | | 11,613.46 |

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
September 26 - October 10, 2023

| Type | Name | Num | Date | Memo | Amount | |
|----------------------------|-----------------------------|-------------------|------------|---|---------------|--|
| Sep 26 - Oct 10, 23 | | | | | | |
| Bill | Big Lots | 3100034761_G16218 | 10/06/2023 |  | 49.18 | |
| Bill | Big Lots | 3100034760 | 10/06/2023 | | 48.51 | |
| Bill | Big Lots | 3100024761_G16224 | 10/06/2023 | | 86.68 | |
| Bill | Big Lots | 3100034764_G16245 | 10/06/2023 | | 85.23 | |
| Bill | Big Lots | 3100034762_G16203 | 10/06/2023 | | 73.32 | |
| Bill | City TRANSIT Galesburg | 478562 | 10/06/2023 | | 30.00 | |
| Bill | F & M Credit Card | 091123 | 10/09/2023 | | 99.65 | |
| Bill | Hy-Vee Main St # 1216 | G16287 | 10/06/2023 | | 98.50 | |
| Bill | Hy-Vee Main St # 1216 | G16244 | 10/06/2023 | | 92.35 | |
| Bill | Hy-Vee Main St # 1216 | G16196 | 10/06/2023 | | 100.00 | |
| Bill | Hy-Vee Main St # 1216 | G16277 | 10/06/2023 | | 69.47 | |
| Bill | OSI | 1152022-0 | 10/06/2023 | | 46.99 | |
| Bill | Salvation Army Thrift Store | 973_G16185 | 10/06/2023 | | 49.95 | |
| Bill | Salvation Army Thrift Store | 973-G16221 | 10/06/2023 | | 49.88 | |
| Sep 26 - Oct 10, 23 | | | | | 979.71 | |

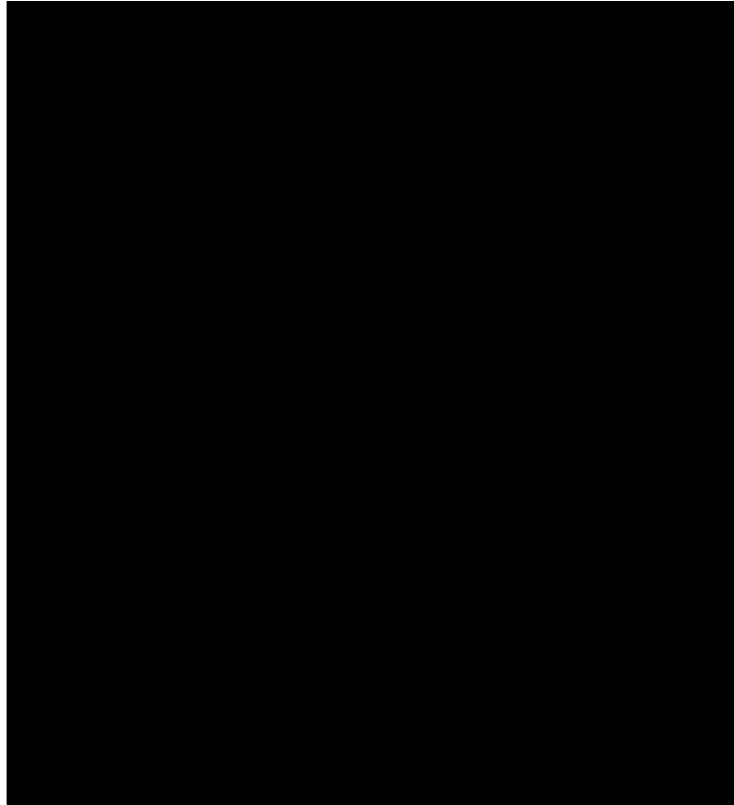
9:15 AM

10/11/23

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
September 26 to October 10, 2023

| | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Paid Amount</u> |
|--|-------------|------------|----------------------------|-------------|--------------------|
| Income | | | | | |
| Expense | | | | | |
| 602 · Gen Assistance - Rent | | | | | |
| | 10/03/2023 | 24646 | LL J & M Rental Properties | | 595.00 |
| | 10/03/2023 | 24649 | LL KCHA | | 17.00 |
| | 10/03/2023 | 24650 | LL Sun Garden Place, LLC | | 250.00 |
| | 10/03/2023 | 24652 | LL KCHA | | 17.00 |
| | 10/03/2023 | 24653 | LL KCHA | | 17.00 |
| | 10/03/2023 | 24655 | LL Jones Estate | | 101.00 |
| | 10/10/2023 | 24665 | LL KCHA | | 17.00 |
| Total 602 · Gen Assistance - Rent | | | | | 1,014.00 |
| 603 · Gen Assistance - Utilities | | | | | |
| | 10/03/2023 | 24643 | AMEREN ILLINOIS | | 29.60 |
| | 10/03/2023 | 24644 | AMEREN ILLINOIS | | 163.00 |
| Total 603 · Gen Assistance - Utilities | | | | | 192.60 |
| 612 · Gen Assistance - Misc/Lndry/Tra | | | | | |
| | 10/03/2023 | 24648 | LL KCHA Laundry | | 10.00 |
| | 10/03/2023 | 24651 | LL KCHA Laundry | | 10.00 |
| | 10/03/2023 | 24654 | LL KCHA Laundry | | 10.00 |
| | 10/10/2023 | 24666 | LL KCHA Laundry | | 10.00 |
| Total 612 · Gen Assistance - Misc/Lndry/Tra | | | | | 40.00 |
| 614 · Emergency Assistance - Utility | | | | | |
| | 09/26/2023 | 24641 | City WATER Galesburg | | 445.82 |
| | 10/03/2023 | 24642 | City WATER Galesburg | | 80.00 |
| | 10/03/2023 | 24645 | City WATER Galesburg | | 483.04 |
| | 10/03/2023 | 24647 | AMEREN PLEDGE | | 260.00 |
| | 10/04/2023 | 24660 | City WATER Galesburg | | 289.56 |
| | 10/10/2023 | 24662 | City WATER Galesburg | | 323.87 |
| | 10/10/2023 | 24664 | AMEREN PLEDGE | | 1,000.00 |
| Total 614 · Emergency Assistance - Utility | | | | | 2,882.29 |
| Total Expense | | | | | 4,128.89 |
| Net Income | | | | | -4,128.89 |



8:57 AM

10/11/23

Accrual Basis

TOWN of the City of Galesburg - IMRF
IMRF Payment Due Report
September 26 - October 10, 2023

| Type | Date | Num | Name | Split | Amount |
|----------------------|------------|---------|----------|--------|------------------|
| 215 · IMRF WH | | | | | |
| Liability Check | 10/10/2023 | 2026714 | I.M.R.F. | 106... | -1,393.42 |
| Liability Check | 10/10/2023 | 2026714 | I.M.R.F. | 106... | -1,143.30 |
| Liability Check | 10/10/2023 | 2294 | I.M.R.F. | 106... | -749.34 |
| Total 215 · IMRF WH | | | | | -3,286.06 |
| TOTAL | | | | | -3,286.06 |

9:12 AM

10/11/23

Accrual Basis

SSMC FUND
SSMC Transactions
September 26 - October 10, 2023

| Type | Date | Na | Memo | Split | Amount |
|---------------------------------------|------------|----|---------------------------------------|--------------------------------|------------------|
| 108 · Cash in Bank - SSMC FUND | | | | | |
| Transfer | 10/03/2023 | | Funds Transfer Redistribute SSMC SEPT | 106 · Cash in Bank - TOWN FUND | -2,465.22 |
| Total 108 · Cash in Bank - SSMC FUND | | | | | -2,465.22 |
| TOTAL | | | | | -2,465.22 |

8:58 AM

10/11/23

Accrual Basis

TOWN of the City of Galesburg - LIAB
LIABILITY FUND PAYMENT DUE REPORT
September 26 - October 10, 2023

| <u>Type</u> | <u>Date</u> | <u>Num</u> | <u>Name</u> | <u>Memo</u> | <u>Split</u> | <u>Amount</u> |
|--|-------------|------------|-----------------------------|-------------|--------------------|----------------|
| 109 · Cash in Bank - LIABILITY FUND | | | | | | |
| Liability ... | 10/10/2023 | 583300048 | Director of Employment S... | 0808072 | 218 · SUTA Payable | -143.26 |
| Total 109 · Cash in Bank - LIABILITY FUND | | | | | | -143.26 |
| TOTAL | | | | | | -143.26 |
