

CITY OF
GALESBURG
ILLINOIS

July 17, 2023

City Council Agenda



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



CITY OF
GALESBURG
ILLINOIS



City Council Meeting Agenda
City of Galesburg, Illinois
City Council Chambers
July 17, 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
	Proclamation	Labor Day
	Proclamation	Disability Pride Month
	Proclamation	Ron Noble
	Presentation	FY22 Annual Audit by Michael Mallatt, Baker Tilly partner
		Invocation
	Approve	Minutes from the July 3, 2023

[Public Comment](#)

[Consent Agenda #2023-14](#)

23-4063	Approve	Nighttime Disc Golf event at Kiwanis Park
23-4064	Approve	Agreement with iWorQ for Inspection & Licensing software services
23-4065	Approve	ProPhoenix maintenance agreement for Police Department software
23-8013	Bills and Advance Checks	Approval and warrants drawn in payment of same

[Passage of Ordinances and Resolutions](#)

[Bids, Petitions and Communications](#)

23-3022	Bid	Irwin Street reconstruction
23-3023	Bid	Lake Storey walking path
23-3024	Bid	2023 fiber projects
23-3025	Bid	Parking lot seal coating

23-3026	Bid	Rejection of bid for 905 Maple Avenue
---------	-----	---------------------------------------

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

23-4066	Approve	Architectural and Engineering Agreement for Lancaster Park
---------	---------	--

23-4067	Approve	Purchase of cab/chassis for Traffic Division aerial lift truck
---------	---------	--

23-4068	Approve	Solar Energy Installation and PPA for West Main St Pumping Station
---------	---------	--

23-6004	Approve	Community Center Task Force Appointments
---------	---------	--

Town Business

23-9015		Bills
---------	--	-------

Closing Comments

Adjournment



CITY MANAGER'S OFFICE

Operating Under Council – Manager Government Since 1957

CITY COUNCIL MEETING

City Manager's Report

July 17, 2023

CONSENT AGENDA #2023-14

Item 23-4063 Nighttime Disc Golf Event at Kiwanis Park

Staff recommends approval of a disc golf nighttime glow event at Kiwanis Park. The park is typically open from dawn to dusk. A group of individuals who regularly utilize the disc golf course at Kiwanis Park have requested to host a disc golf nighttime glow round starting at 8:30 p.m. on Saturday, August 19, 2023 in which approximately 12 participants are expected to participate.

Item 23-2064 Agreement with iWorQ for Inspection & Licensing Software Services

Staff recommends approval of a three-year agreement with iWorQ Systems for an annual cost of \$18,500.00. The City has been using iWorQ since our previous agreement was approved in November 2020 and the services have performed quite well. The service provides all Community Development inspectors with an efficient platform for completing mobile inspections and provides public access to apply for permits as well as pay for them online. Public Works uses the software to issue and track permits for work in the right of way and the City Clerk's office uses the program to license all contractors and rental units. Sufficient funds are budgeted for this purchase.

Item 23-4065 ProPhoenix Maintenance Agreement for Police Department software

Staff recommends approval of the annual maintenance agreement with ProPhoenix Corporation for the continued support of the various modules of the proprietary software utilized by the Police Department in the amount of \$81,914.15. The records management system package for public safety purposes requires an annual service agreement, to ensure the RMS and CAD products perform properly. This software is necessary for many functions, including the ability for officers to see the status and details of calls in the field, as well as complete and view police reports. The general fund responsibility of this expense is \$23,467.13 paid from the Police and Fire Departments budgets. The remaining amount of \$58,447.02 will be paid for by the City and then reimbursed by the Emergency Telephone Systems Board (ETSB) and Knox County.

Item 23-8013 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

BIDS, PETITIONS AND COMMUNICATIONS**Item 23-3022 Irwin Street Reconstruction**

Staff recommends approval of the bid for reconstruction of Irwin Street, submitted by Gunther Construction in the amount of \$635,425.81. The existing street base and concrete curb and gutter will be completely removed and replaced with a new full depth concrete pavement and concrete curb and gutter. This contract also includes construction of all new concrete driveway approaches from the street to the back of the sidewalk, sidewalk replacement, and storm sewer upgrades to address current flooding issues on the street. Three bids were received, with Gunther Construction submitting the low and best bid of \$678,198.26. The bid for this project was not within the estimated amount anticipated for the work. It is proposed to eliminate the concrete base course under asphalt transitions on Grove Street which will result in a savings of \$23,772.45 and to accept the credit of \$19,000 for not harvesting the brick. City staff recommend approval of the revised bid in the amount of \$635,425.81. The contractor will have 35 working days to complete the project and it is anticipated that the project will begin at the end of July.

Item 23-3023 Lake Storey Walking Path

Staff recommends approval of the bid in the amount of \$72,416.38 from Gunther Construction for widening and resurfacing a section of the Lake Storey multi-use path. This contract will require the contractor to widen and resurface a portion of the existing asphalt path on the north side of Lake Storey. The path is currently five feet wide and will be widened to 10 feet and then overlaid with new asphalt. A similar project was completed on a 500-foot section of the path in 2020. This project will start where the last project ended and widen an additional 575 feet, terminating at Somerset Drive. This project works towards the goal of improving the entirety of the existing path on the north side of Lake Storey. Two bids were received, with Gunther Construction submitting the low and best bid. As the bid was not within budget, funds will be utilized from other Parks and Recreation projects including forgoing seal coating of the Pavilion parking lot, and the East Boat Ramp project coming in under budget. The City will be reimbursed \$25,000 from Knox County's ARPA funds for this project.

Item 23-3024 2023 Fiber Projects

Staff recommends approval of the proposal submitted by Quick Electrical Contractors Inc. to install fiber optic cabling at various locations in the amount of \$48,160.00. This project is part of an ongoing effort to expand the city's existing fiber optic network to enhance bandwidth and communications capabilities to city facilities. Through this proposal, internal, secure high-speed communications would be added to Hawthorne Pool, the Forestry building, and East Linwood Cemetery. There are sufficient funds in the Utility Tax Fund (59) and Park and Recreation Fund (019) for this purchase.

Item 23-3025 Parking Lot Seal Coating

Staff recommends approval of the bid in the amount of \$22,255.91 from Johnson Trucking & Blacktopping for sealing parking lots O, F, B, and Voyles West. This contract requires the Contractor to apply a double coat of emulsion sealer to the existing asphalt surface of the City parking lots. Four bid proposals were sent out and two bids were received, with Johnson Trucking & Blacktopping submitting the low bid in the amount of \$45,340.90. The Lake Storey Pavilion parking lot was included in the bid, and it is recommended to remove that location from the

project, and the funds instead utilized for the project to widen a portion of the multi-use path on the north side of Lake Storey. City staff recommend approval of the revised bid in the amount of \$22,255.91.

Item 23-3026 Rejection of Bid for 905 Maple Avenue

Staff recommends City Council reject the sole bid of \$100 for the sale of 905 Maple Avenue, which was received and opened at the July 3rd council meeting. Rejection of the sole bid for the property would allow the City an opportunity to seek a more economically feasible alternative.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 23-4066 Architectural and Engineering Agreement for Lancaster Park

Staff recommends approval of a proposal submitted by Farnsworth Group in the amount of \$37,000 to complete the engineering/architectural work on the Lancaster Park Renovation project. The City has been awarded an Open Space and Land Acquisition Development (OSLAD) grant to make improvements to Lancaster Park. The overall project budget is \$449,650 with 50% budgeted to come from the OSLAD grant and 50% budgeted for the City's share. The final completion goal is October 2024. The scope of the improvements to the park includes constructing a new playground, a shelter, a walking path in the park, parking area and a ½ court basketball court. The engineering/architectural firm will work with City staff to gather public input on the project elements, develop a design for the improvements based on the scope of work in the grant and the public's input, and put together construction documents for bidding the project. Sufficient funds are budgeted for this work in the 2023 budget in the Grant Fund (Fund 13). The grant requires a 50% local match, therefore \$18,500 will be paid from the Grant Fund and the remaining \$18,500 will be reimbursed by the State from the grant funds awarded.

Item 23-4067 Purchase of Cab/Chassis for the Traffic Division Aerial Unit

Staff recommends approval of the purchase of a 2023 Ford F550 4x4 cab/chassis provided by Victory Lane Ford for a total cost of \$57,762.00. The Traffic Division was using a 2002 Ford F550 with a 40 ft aerial lift truck and 11 ft service body, which was scheduled for replacement in 2024 and is currently out of service due to a needed repair, which will be costly and will take approximately two to three months to complete. Therefore, it is recommended to replace the unit. The city has an immediate opportunity to purchase a cab/chassis that meets the specifications for the aerial lift truck. This unit was originally ordered for a municipality but has since cancelled their order. Given the short time frame the cab/chassis may be available, and the severe lack of inventory currently available for aerial lift trucks, it is proposed to waive the normal purchasing policy and purchase the replacement cab/chassis for the Traffic Division from Victory Lane Ford. There are sufficient funds available in the Vehicle Replacement Fund (58) for this purchase.

Item 23-4068 Solar Energy Installation & PPA for West Main Street Pumping Station

Staff recommends approval of Power Purchase Agreement (PPA) and Lease with Solential Energy for a Distributed Generation (DG) also known as "behind the meter" photovoltaic (PV) system to supply power to the West Main Street Pumping Station in Galesburg. Solential Energy proposes

to install a solar PV system on city owned ground located at 1094 West Main Street and provide solar power to the West Main Street Pumping Station for behind the meter use. Solential Energy proposes selling the City the power at a rate of \$0.0421 per KWh with a 0% increase per year. The City currently pays \$0.0548 per KWh for electricity the City uses at the West Main Street Pumping Station. Therefore, the proposed agreement is projected to save the City an estimated total of \$773,289 in energy costs over the next 25 years assuming a modest estimated power cost increase of 2% per year. For the first year of the agreement, the City anticipates saving \$28,473 in electricity costs. Solential Energy will lease the ground from the City, install and own the PV system, be responsible for all maintenance of the PV system, and carry insurance on the PV system. The proposed lease agreement at 1094 West Main Street includes an initial annual lease amount of \$300 per acre leased with an annual increase of 1.5% per year. The City will have no upfront costs and will pay Solential Energy for the power produced on a monthly basis. The term of the agreement is 25 years with up to two, five year extensions upon both parties' approval.

Item 23-6004 Community Center Task Force Appointments

Appointments to a community center task force are provided for City Council review and consideration. The task force will be charged with reviewing and understanding the history of community centers in Galesburg, assessing needs of the community, reviewing resources that are already available and resources that may be needed, and developing a recommendation for the City Council regarding a community center.

TOWN BUSINESS**Item 23-9015 Town Bills**

Respectfully submitted,
Wayne Carl
Interim City Manager

5:15 p.m. Public Hearing: Proposed TIF 6 Grand Avenue

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
July 3, 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, and Steve Cheesman, 7. Absent: Council Member Sarah Davis, 1. Also Present: Acting City Manager Steve Gugliotta, Interim City Attorney Paul Mangieri, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Proclamation: Parks & Recreation Month

Bonnie Ericson gave the invocation.

Council Member Dennis moved, seconded by Council Member Miller, to approve the minutes of the City Council's regular meeting from June 19, 2023.

Roll Call #2:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

Interim City Attorney Paul Mangieri opened bids for the sale of 905 Maple Avenue. One bid was received in the amount of \$100 from Wynkoop Group Ltd.

PUBLIC COMMENT

Reverend Andrew Jowers addressed the Council and the agenda item for the HT Custer Park renovations. He noted that there has been vandalism at the Dale Kelly Tot Lot and other parks, and also stated that the grass at the tot lot needs to be mowed. He was glad to see the proclamation for Parks & Recreation on the agenda. Reverend Jowers expressed his concern about the cost of 435 East Third Street and hopes the Council does their due diligence on the building.

He also applauded the appointment of Wayne Carl as the Interim City Manager and encouraged him to use his power in the position. He added that America was founded by white men and

that white men run the City. He also hoped people would think about how it would feel if their families were put into slavery, a life of servitude.

Bernie Cowan addressed the Council and stated that he saw many Council Members at the Juneteenth celebration, but also missed some and wondered why they weren't in attendance and had hoped they would have supported the event. Council Member Miller noted that he was out of town.

Gabriel Wynkoop addressed the Council as the sole bidder for the purchase of 905 Maple Avenue. He stated that their purpose for the bid would be to create a space where Knox County neighbors would have a space for a workshop, childcare, wood shop, and a space of collaboration for adults. He hopes their proposal is considered.

Carl Dortch addressed the Council and stated that he moved to Galesburg from Chicago when he was nine years old due to the danger of the city. He enjoys working with and providing feedback from the youth of Galesburg and is currently working with the basketball camp at the high school. He lives on Iowa Court and knows that the area is still considered the housing projects by some in the community. He told the Council that he would love to be part of the Community Center Task Force.

Tom Simkins addressed the Council and thanked them for presenting a proclamation for Parks & Recreation. He also implored the City to be watchful of the illegal fireworks that are causing his dog, as well as other animals and veterans, issues due to the loud noise. He would appreciate more enforcement if possible.

Robert Cain addressed the Council and believes the City should not be in the real estate business and needs to stop purchasing land and buildings.

CONSENT AGENDA #2023-13

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

23-8012

Approve bills in the amount of \$1,015,442.27 and advance checks in the amount of \$688,067.02.

Council Member Dennis moved, seconded by Council Member Miller, to approve Consent Agenda 2023-13.

Roll Call #3:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

23-2027

Council Member White moved, seconded by Council Member Cheesman, to discuss the purchase of 435 East Third Street.

Council Member White stated that when the building purchase was first discussed, it was talked about using it as a homeless shelter and warming center. Council Member Miller stated that he talked to the neighbors within a three-block radius of the building and none wanted a homeless shelter or warming center. He agrees that the City should not be in the real estate business and is against purchasing the building.

Council Member Cheesman stated that he is in favor of turning over the information for this property to the Community Center Task Force as well as other possible viable locations.

Council Member Acerra moved, seconded by Council Member Cheesman, to commit this item to the soon-to-be formed Community Center Task Force.

Roll Call #4:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

A recess was called at 6:36 p.m.

The Council Meeting resumed at 6:46 p.m.

Mayor Schwartzman stated that the retail building on the property at 435 East Third Street was discussed to be a possible warming shelter. If not purchased, he noted that the City will need to find alternate sites for the future. While the Knox County Housing Authority did provide a viable option last year, it was not the preferred site.

23-2044

Council Member Dennis moved, seconded by Council Member Miller, to approve Resolution 23-41 appointing Wayne Carl as Interim City Manager.

Roll Call #5:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

23-3020

Council Member Acerra moved, seconded by Council Member Miller, to approve the bid submitted by Hein Construction in the amount of \$697,000 for H.T. Custer Park renovations. It was noted that there are no plans to resurface the field at this time.

Roll Call #6:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

23-3021

Council Member Acerra moved, seconded by Council Member Dennis, to approve the proposal submitted by Novagradac in the amount of \$52,500 to complete a Housing Needs Assessment Study. If approved, the study will begin immediately and be completed in the spring.

Roll Call #7:

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

Nays: None

Absent: Council Member Davis, 1.

Abstain: Council Member Hix, 1.

Chairman declared the motion carried.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

23-4059

Council Member Miller moved, seconded by Council Member Acerra, to approve the Minor Plat of the 2200 Henderson, LLC Subdivision. Adam Bell, Core Acquisitions, was available for questions via Google Meet.

Roll Call #8:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

23-4060

Council Member Dennis moved, seconded by Council Member Miller, to approve the proposal submitted by Hutchison Engineering, Inc. in the amount of \$319,541 to complete the engineering/architectural work for the Simmons Street Parking Lot and Streetscape project. The project would be put out for bid in early spring.

Roll Call #9:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

23-4061

Council Member Miller moved, seconded by Council Member Acerra, to approve the purchase of playground equipment, installation, and surfacing for H.T. Custer Park from GameTime in the amount of \$234,911.60 as part of the 2023 Illinois Parks and Recreation Association Statewide Training and Funding Initiative. The City will be responsible for 50% or \$68,542.60 of the cost under the OSLAD Grant.

Roll Call #10:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

23-4062

Council Member Miller moved, seconded by Council Member Dennis, to approve the proposal submitted by Farnsworth Group in the amount of \$18,400 to provide construction administrative services for H.T. Custer Park.

Roll Call #11:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

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

TOWN BUSINESS

23-9014

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

Fund Title	Amount
Town Fund	\$8,613.55
General Assistance Fund	\$8,329.39
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
Total	\$16,942.94

Roll Call #12:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, and Cheesman, 6.

Nays: None

Absent: Trustee Davis, 1.

Chairman declared the motion carried.

Trustee Miller moved, seconded by Trustee Acerra, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Dennis thanked Steve Gugliotta for a great job as Acting City Manager and is glad for him that he will be able to return to his normal duties.

Council Member Miller also thanked Mr. Gugliotta for the excellent job, professional service and for assisting him on several issues.

Council Member White announced that there have been three independent days celebrated over the last few weeks - Juneteenth, Lipanda, and tomorrow, Independence Day. He added that he was amazed at the great concert for Lipanda at the Orpheum Theatre and that he had a great time.

Council Member White also stated that he doesn't understand his job as a Council Member anymore and always thought it was about helping the community, people who were at the bottom, and those that needed to be looked after.

Council Member Acerra stated that she too enjoyed the Lipanda celebration and was able to have her and her husband's toy company participate as well. She noted how much immigrants appreciate our country and have been willing to sacrifice so much. She feels very blessed to live in our country too and hopes everyone has a great and safe holiday.

Council Member Cheesman stated that many of the Congolese are known to him through the Gale Scholars program. He thanked everyone who planned the Juneteenth celebration, as well as the other festivals in our community. He noted that he is looking forward to the Community Center Task Force and the work they will be doing. He thanked Steve Guliotta for his impressive work during very challenging circumstances.

Council Member Hix stated that he has worked with a couple of Congolese individuals on finding a business location and a home. He also thanked Steve Gugliotta for his work during a challenging time and always appreciated him addressing his concerns quickly.

Mayor Schwartzman thanked Steve Gugliotta for his great job and hard work as Acting City Manager. Gugliotta thanked everyone for their kind words and stated his appreciation for all the help from the directors and staff.

The Mayor stated that the Parks & Recreation proclamation was well deserved, and he thanked Elizabeth Varner for the information on all the programs for the month of July. He also announced that the Lipanda celebration was full of life, energy, and the hope was contagious. He appreciated the fact that the Orpheum was packed with people and that there was limited clean up that had to be done.

Mayor Schwartzman thanked Eloise Spurgeon, Stacie Hart, and other volunteers for their work on the second successful year of the Spurgeon Farm Project. He hopes that the 4th of July brings celebration, reflection, and a time to learn from each other. He asked that people be respectful of fireworks around animals and veterans and hopes that everyone has an opportunity to see the show at Lake Storey.

The Mayor reported that some of the worst air quality was seen last week in Galesburg, and especially Chicago, with readings of an AQI (Air Quality Index) over 200. He hopes people take precaution and will be working with the Health Department in order to be prepared in the future.

There being no further business, Council Member Dennis moved, seconded by Council Member Miller, to adjourn the regular meeting at 7:18 p.m.

Roll Call #13:

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

Nays: None

Absent: Council Member Davis, 1.

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, on September 5, 1882, the first Labor Day holiday was celebrated and Congress passed an act on June 28, 1894, declaring the first Monday of September as the Labor Day holiday; and

WHEREAS, Union members of the United States are well known throughout the world for leadership in their professions and for performing their work with great distinction, intelligence, diligence, and integrity; and

WHEREAS, the State of Illinois skilled workforce helps attract new businesses and industries and retain established employers, thereby strengthening the current and future economy of Illinois; and

WHEREAS, our cities, villages and counties are committed to effective workforce development, creating gainful job opportunities for our citizens and providing safe, healthy, and productive work environments for employees and employers; and

WHEREAS, on Labor Day, September 4, 2023, working families and their unions have the opportunity to celebrate all their accomplishments while reflecting on the values they bring to their workplaces.

NOW, THEREFORE, BE IT RESOLVED that I, Peter Schwartzman, Mayor of the City of Galesburg, do hereby proclaim Monday, September 4, 2023, as Labor Day, and call upon all our citizens to observe this date with programs, ceremonies, attending our community's annual Labor Day parade, and other activities, that acknowledge the contributions of working Americans and their families.

Dated this 17th day of July 2023.

Mayor Peter Schwartzman

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, Disability Pride Month is celebrated nationally in the month of July; and

WHEREAS, this month was chosen to honor the enactment of the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, it is important to take time this month to reflect on the disability rights movement and the progress that has been made; and

WHEREAS, the City of Galesburg recognizes that one of its greatest strengths is the diversity of its people; and

WHEREAS, the City of Galesburg believes in the dignity of all disabled individuals, supporting equity, and ensuring that acts of discrimination and hatred will not be tolerated; and

WHEREAS, disabled individuals contribute to our community's success and strength in a great number of ways of immeasurable ways; and

WHEREAS, disabled individuals continue to face discrimination for something out of their control and for being who they are, continue to be a target of violence and harassment and continue to persist through the efforts of the disabled community and the support of community agencies, businesses, and individual allies; and

WHEREAS, discrimination on the basis of disability is often compounded with discrimination based on race, sexual orientation and gender identity, immigration status, religion, and age, among others; and

WHEREAS, the City of Galesburg strives to lead in creating a community based on disability equity through its actions, laws, employees, and commissions; and

WHEREAS, the disability community invites the members of the Galesburg community to join them during the month of July in celebrating the persistence and achievements of the community.

NOW, THEREFORE, BE IT RESOLVED that I, Peter Schwartzman, Mayor of the City of Galesburg, do hereby proclaim July as Disability Pride Month in the City of Galesburg, and I encourage all people in our community to join in celebrating diversity, and promoting inclusion and equity, and I further encourage people to in eliminating discriminatory policies and practices toward any group of people.

Dated this 17th day of July 2023.

Mayor Peter Schwartzman

Proclamation
CITY OF
GALESBURG
ILLINOIS

WHEREAS, on behalf of the City of Galesburg, we wish to extend our sincere condolences over the loss of Ron Noble; and

WHEREAS, Ron's death leaves our community with a deep feeling of sorrow for the loss of such an honored and respected member of our community; and

WHEREAS, Ron served our community in various capacities, including as a past president of the Galesburg Jaycees and a 20-year Scoutmaster for Boy Scout Troop 226 out of the Knights of Columbus, where he helped 30 boys receive the honor of Eagle Scout; and

WHEREAS, Ron was also committed to our veterans by leading volunteer efforts to put American Flags around the Public Square during the holidays. He also gave his time and energy for many years to help with Galesburg's Annual Railroad Days Festival; and

WHEREAS, he earned the respect, admiration and high regard of all with whom he came into contact, and our community has sustained a great loss in his death; and

WHEREAS, Ron was a shining example of a person who demonstrated how much he cared for his community by his continuous efforts to improve it.

NOW, THEREFORE, I, Peter Schwartzman, Mayor of the City of Galesburg, do hereby extend to Ron Noble's family, friends, and coworkers, our sincere sympathies upon his passing.

Dated this 17th day of July 2023.

Mayor Peter Schwartzman

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Approval for a group to hold a Disc Golf Nighttime Glow at Kiwanis Park after hours.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Parks & Recreation and Police Chief recommend the City Council approve a disc golf group of individuals to hold a Disc Golf Nighttime Glow at Kiwanis Park on August 19-20, 2023.

BACKGROUND: Kiwanis Park hours currently are from dawn to dusk. There is a dedicated group of individuals who currently play disc golf each week at the course. The request is being presented by Mr. Daniel Archibald. This group would like to hold a Disc Golf Nighttime Glow Round starting at 8:30 p.m. on Saturday, August 19, 2023, which may run until 1:00 a.m. on Sunday, August 20, 2023.

The group requests use of the Kiwanis Disc Golf Course and parking lot for this event. They expect a small group of approximately a dozen to participate.

BUDGET IMPACT: No Impact

SUPPORTING DOCUMENTS:

1. None

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Approve 3-year agreement with iWorQ for software services.

SUMMARY RECOMMENDATION: The Interim City Manager, Community Development Director, Interim Public Works Director and City Clerk recommend the City Council approve the agreement with iWorQ Systems to provide software subscription service capabilities for building/nuisance inspections, Public Works Right of Way permits, licensing and permitting online.

BACKGROUND: The City has been using iWorQ since our previous agreement was approved in November 2020 and the services have performed quite well. The service provides all Community Development inspectors with an efficient platform for completing mobile inspections, provides public access to apply for permits as well as pay for them online. Public Works uses the software to issue and track permits for work in the Right of Way and the City Clerk's office uses the program to license all contractors and rental units.

The service is cloud-based software with unlimited licenses, which provides unlimited employees access without additional costs. This is a 3-year contract that will auto-renew unless cancelled and will be an annual cost of \$18,500, which is slightly less than the total annual cost paid in previous years.

BUDGET IMPACT: As in previous years, Community Development will annually budget and pay most of the expense from the Inspection Division budget while the City Clerk and Public Works will budget and pay their fair share through their respective Department budgets.

SUPPORTING DOCUMENTS:

1. iWorQ Systems Agreement

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

City of Galesburg hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.



www.iworq.com



iWorQ Service(s) Agreement

APPENDIX A



iWorQ Cost Proposal

City of Galesburg	Population- <u>29000</u>
PO Box 1387 Galesburg, IL 61412	Prepared by: Garyn Perrett

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Community Development (Enterprise) *Permit Management *Code Enforcement *Portal Home - Track contractors, inspections, property information - Track code violations, fees, and activities - Unlimited reports and Ad-hoc reporting - Unlimited access to iWorQ's template library including 3 custom letters - Includes 3 customizable web forms - Premium Data (25MB Uploads & 100GB Storage) - Online Credit/debit card processing integrated with iWorQ. - GIS REST Services – iWorQ will publish your agency's WMS layers in iWorQ Community Development applications. - iWorQ will update property details Monthly, annual fees are \$500 per layer. Note: If GIS configurations change (FTP location, name format, field changes, etc.) iWorQ will charge a minimum \$500 fee to accommodate new configuration adjustments (subject to additional hourly charges)	\$15,000.00 \$13,000.00	Annual
Permit Management - Plan Review - Available on any computer, tablet, or mobile device using Chrome browser - OpenStreetMap - Manage appeals, variances, plat applications, conditional use permits, etc. - Fee payments - Track your contractors and their licensing - Quarterly parcel upload - Free forms, letters, and / or permits utilizing iWorQ's template library, and up to 3 custom letters / forms. - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use	\$5,000.00 \$1,500.00	Annual
Business License Management -Available on any computer, tablet, mobile device using Chrome Browser -Quarterly Parcel Upload -License for Businesses -Renewal and invoicing capabilities for one owner to one property -Unlimited letters utilizing iWorQs template library, and up to 3 custom letters -Reminder letter generation	\$6,500.00 \$3,000.00	Annual
Additional Forms - Adds additional forms to the account equal to the amount listed	\$1,000.00	Annual

under item IV in the notes section below		
Subscription Fee Total (This amount will be invoiced each year)	\$18,500.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$0	\$0	Year One

NOTES SERVICE(S) DESCRIPTION

- IV. 3 additional letters and forms
- V. New agreement required based on cancellation.

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Approve annual maintenance agreement with ProPhoenix Corporation for the Galesburg Police Department.

SUMMARY RECOMMENDATION: The Interim City Manager, Police Chief, and Purchasing Agent recommend approving the annual maintenance agreement with ProPhoenix Corporation for the continued support of the various modules of the proprietary software utilized by the department in the amount of \$81,914.15

BACKGROUND: Similar to the City's financial software package, the Records Management System package utilized by the Galesburg Police Department for public safety purposes requires an annual service agreement. The agreement ensures that the RMS and CAD products perform properly.

The system allows the officer to see the status of all calls as well as the status of other officers in the field. The ability for an officer to retrieve a call and see additional details of the call provided by the call taker allows them to be prepared prior to their arrival. The system also provides an officer the ability to complete a police report in the field as well as having the ability to make inquiries into the system to obtain details of previous police reports. This software contains a state interface for inquiry on license status and registration data.

This approval will be in force from September 14, 2023 through September 13, 2024.

BUDGET IMPACT: The cost for this agreement is annually budgeted. The general fund responsibility of this expense is \$23,467.13 paid out of the Police and Fire Department budgets. The remaining amount of \$58,447.02 will be paid for by the City and then reimbursed by the Emergency Telephone Systems Board (ETSB) and Knox County.

SUPPORTING DOCUMENTS:

1. ProPhoenix invoice

ProPhoenix Corporation

502 Pleasant Valley Ave, Ste 1
 Moorestown, NJ 08057
 Phone # 609-953-6850
 Web: www.prophoenix.com

Invoice

Bill To
Galesburg Police Department 150 S Broad St. Galesburg, IL 61401-4504 Attn: Amanda Jennings Email: amanda@ci.galesburg.il.us

Date	Invoice #	Invoice Amount
6/20/2023	2023248	\$81,914.15
P.O. No.	Terms	Due Date
	Due date	9/14/2023

Item	Description	Qty	Rate	Amount
PNX-ASM	Phoenix Annual Maintenance and Support - CAD - RMS - WDA	1	86,914.15	86,914.15
CREDIT	- CMS - Fire RMS			
CREDIT	Removal of ESRI and Fire CAD interfaces (not needed)		-2,500.00	-2,500.00
	Credit for interface support paid in 2022 (not needed)		-2,500.00	-2,500.00
	Maintenance Period: 9/14/2023 - 9/13/2024			

		Total	\$81,914.15
Tax ID	20-5731095		

Please make checks payable to "ProPhoenix".
 For Billing inquiries, please contact your Project Manager or Jeff Reit at extension 251 or
 e-mail to jeff@prophoenix.com. It's been a pleasure working with you!

Payments/Credits	\$0.00
Balance Due	\$81,914.15



Accounts Payable

Transactions by Account

User: shelms
 Printed: 07/11/2023 - 5:33PM
 Batch: 00017.07.2023

Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	06/30/2023	15.00	
001-0000-10407-00	Emergency Telephone Systems Boar	Intrado Overpayment Paid to the City	07/11/2023	8,380.73	
001-0000-10407-00	Jennifer Tucker	Fuel - Dispatcher Training- Ofallon II - JTucker	07/11/2023	33.25	
001-0000-10701-00	ILEAS (IL Law Enforce. Alarm Sys.	01/24 - 06/24 - Annual Membership Dues	07/11/2023	120.00	
001-0000-10701-00	Hewlett Packard Enterprise Compan	01/24 - 05/24 - Hardware Suppord, Helpdesk Services	07/11/2023	1,748.88	
001-0000-10701-00	IAFC - Intl Assn of Fire Chiefs	1/24 - 06/24 - IAFC Membership	07/11/2023	107.50	
001-0000-10701-00	ICC Community Development Solut	Jan - Feb 202 LaserFiche Advaced Audit module - Police	07/11/2023	306.25	0000092448
001-0000-10701-00	ICC Community Development Solut	Jan - Feb 2024 LaserFiche Advaced Audit module - City Hall	07/11/2023	1,006.25	0000092448
001-0000-10701-00	IL Tax Increment Assoc	01/24 - 06/24 - Dues Illinois Tax Increment Association	07/11/2023	425.00	
001-0000-10701-00	Radio IP Software, Inc	01/24 - 07/24 - Service Contract Renewal, Gateways, VPNS	07/11/2023	1,556.56	
001-0000-10701-00	Office Specialists, Inc.	01/24 -03/24 Adobe Pro License -WCarl	07/11/2023	57.00	
001-0000-20102-00	Stratus Networks, Inc	06/23 - Service Acct#7382	07/11/2023	1,323.08	
Subtotal for Divison: 0000				15,079.50	
001-0105-54000-00	Dwight White	Cell Phone Allowance	06/30/2023	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	06/30/2023	30.00	
001-0105-54000-00	W Wayne Dennis	Cell Phone Allowance	06/30/2023	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	06/30/2023	30.00	
Subtotal for Divison: 0105				120.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	06/30/2023	30.00	
001-0110-55800-00	Office Specialists, Inc.	06/23 - 12/23 Adobe Pro License -WCarl	07/11/2023	114.00	
Subtotal for Divison: 0110				144.00	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	06/30/2023	30.00	
001-0115-61000-00	Office Specialists, Inc.	Binder Clips	07/11/2023	7.68	
001-0115-61000-00	Office Specialists, Inc.	USB Drive	07/11/2023	23.31	
001-0115-61000-00	Office Specialists, Inc.	A-Z Tab Guides	07/11/2023	26.42	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0115				87.41	
001-0120-54000-00	Janet Lytle	Cell Phone Allowance	06/30/2023	30.00	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	06/30/2023	30.00	
Subtotal for Divison: 0120				60.00	
001-0160-59516-00	Matthew Reed	06/23 - AV Services	07/11/2023	192.00	
001-0160-59516-00	Jeffrey R Cervantez	06/23 AV Services	07/11/2023	360.00	
001-0160-59523-00	Galesburg Downtown Council	22 Property Tax Levy - Maintenance	07/11/2023	19,310.60	
001-0160-59523-00	Galesburg Downtown Council	22 Property Tax Levy - Add'l Maintenance	07/11/2023	28,965.90	
Subtotal for Divison: 0160				48,828.50	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54000-00	Gloria Osborn	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	06/30/2023	30.00	
001-0205-54500-00	Bobbi Chockley	05/21-05/23 -GFOA Conference Registration- Paid on Personal Card	07/11/2023	485.00	
Subtotal for Divison: 0205				665.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	06/30/2023	30.00	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	06/30/2023	30.00	
001-0207-55800-00	ICC Community Development Solut	March - Dec 2023 LaserFiche Advaced Audit module - City Hall	07/11/2023	5,406.25	0000092448
Subtotal for Divison: 0207				5,466.25	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	06/30/2023	30.00	
001-0305-55000-00	IL Tax Increment Assoc	7/23 - 12/23 - Dues Illinois Tax Increment Association	07/11/2023	425.00	
Subtotal for Divison: 0305				455.00	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	06/30/2023	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	06/30/2023	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	06/30/2023	30.00	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	06/30/2023	30.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Over Growth - 494 Clark	07/11/2023	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Over Growth - 881 E Brooks	07/11/2023	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Remove Weeds,Trees - 715 Monmouth Blvd	07/11/2023	300.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Remove Weeds,Trees - 564 N Pearl	07/11/2023	150.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Debris -269 N Seminary	07/11/2023	42.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Trash/Debris -1649 W Main St	07/11/2023	36.00	
001-0306-61000-00	Office Specialists, Inc.	Post-It Notes, Paper Towels	07/11/2023	41.72	
Subtotal for Divison: 0306				789.72	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	06/30/2023	30.00	
001-0410-54000-00	Jamie West	Cell Phone Allowance	06/30/2023	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	06/30/2023	30.00	
001-0410-54000-00	Brayden Bledsoe	Cell Phone Allowance	06/30/2023	30.00	
Subtotal for Divison: 0410				120.00	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	06/30/2023	30.00	
001-0445-55500-00	Nichols Diesel Service, Inc.	State & Fed #168	07/11/2023	57.16	
001-0445-55500-00	Nichols Diesel Service, Inc.	State & Fed #152	07/11/2023	57.16	
001-0445-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	20.00	
001-0445-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	82.08	
001-0445-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	82.08	
001-0445-57500-00	Aramark Uniform Serv. Inc.	07/23 Service	07/11/2023	82.08	
001-0445-62500-00	Ford of Galesburg	Scuff Plate #300	07/11/2023	75.85	
001-0445-62500-00	Ford of Galesburg	Fuel Sender #142	07/11/2023	233.18	
001-0445-62500-00	Ford of Galesburg	Bolts #600	07/11/2023	16.72	
001-0445-62500-00	Ford of Galesburg	Insulator #600	07/11/2023	113.16	
001-0445-63000-00	Advance Auto Parts	Thread Sealant	07/11/2023	9.65	
001-0445-63000-00	Lawson Products, Inc.	Washers, Nuts, Drive Sockets	07/11/2023	239.93	
001-0445-63000-00	Lawson Products, Inc.	Washers, Screws	07/11/2023	317.16	
001-0445-66500-00	Napa Auto Parts	Cable	07/11/2023	189.00	
Subtotal for Divison: 0445				1,605.21	
001-0450-54000-00	JR Knaack	Cell Phone Allowance	06/30/2023	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	06/30/2023	30.00	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed #138	07/11/2023	57.15	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed #142	07/11/2023	57.15	
001-0450-55500-00	Nichols Diesel Service, Inc.	State & Fed #109	07/11/2023	57.16	
001-0450-55500-00	Birkeys Farm Store, Inc	Repair of Loader Backhoe #123	07/11/2023	283.62	
001-0450-55700-00	Galesburg Electric, Inc.	Annual Service on Generators	07/11/2023	199.95	
001-0450-62500-00	Midstate Manufacturing, Inc.	Hose #301	07/11/2023	86.16	
001-0450-62500-00	Mutual Wheel Co., Inc.	Light Bar #300	07/11/2023	874.39	
001-0450-62500-00	Mutual Wheel Co., Inc.	Junction Box #108	07/11/2023	35.31	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Martin, Inc	Filter Kit #122	07/11/2023	183.47	
001-0450-65500-00	Lawson Products, Inc.	Return Threaded Inserts	07/11/2023	-542.82	
001-0450-66500-00	Lawson Products, Inc.	Pliers Set	06/27/2023	65.97	
001-0450-68500-00	Gierke-Robinson Co	Water Stoppers S-20	07/11/2023	3,550.00	
Subtotal for Divison: 0450				4,967.51	
001-0505-54500-00	Kelli Bennewitz	Mileage - CIMCO Back to Basics Training - Peoria II - KBennewitz	07/11/2023	117.90	
Subtotal for Divison: 0505				117.90	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Christopher Hootman	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Marc McMahon	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	06/30/2023	30.00	
001-0510-54500-00	Blake Carr	Meals - Firearms Training - Champaign IL - BCarr	07/11/2023	175.00	
001-0510-54500-00	Andrew Hardine	Meals - Firearms Training - Champaign Il - AHardine	07/11/2023	175.00	
001-0510-54500-00	Southwestern Illinois College	Police Academy Tuition PParks, KSmall	07/11/2023	3,000.00	
001-0510-55000-00	ILEAS (IL Law Enforce. Alarm Sys.	07/23 - 12/23 - Annual Membership Dues	07/11/2023	120.00	
001-0510-55500-00	Galesburg Welding, Inc	Police Battling Rams	07/11/2023	360.90	
001-0510-55800-00	ICC Community Development Solut	March - December 2023 LaserFiche Advaced Audit module - Police	07/11/2023	1,906.25	0000092448
001-0510-57500-00	JSLK Management Iowa LLC	06/23 2023 Police Uniform Cleaning	07/11/2023	118.24	0000092359
001-0510-61000-00	Office Specialists, Inc.	File Organizers	07/11/2023	36.06	
001-0510-61000-00	Office Specialists, Inc.	Toner, Highlighters	07/11/2023	28.98	
001-0510-61000-00	Office Specialists, Inc.	Chairs, Installation, Labor, Delivery	07/11/2023	1,656.32	
001-0510-61000-00	Office Specialists, Inc.	Toner	07/11/2023	165.72	
001-0510-61700-00	Southern Computer Warehouse	Laptop	07/11/2023	754.26	
001-0510-61700-00	Southern Computer Warehouse	LapTop Case	07/11/2023	26.55	
001-0510-62500-00	Napa Auto Parts	Tailight #48	07/11/2023	64.38	
001-0510-62500-00	Napa Auto Parts	Stud #38	07/11/2023	31.32	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-67000-00	PRI Management Group	NIBRS Customize Report Writing Manuals	07/11/2023	1,750.00	
001-0510-67500-00	Artistic Engraving	DC Star W/Wallet Clip, LT and SGT Star W/ Safety Catch	07/11/2023	435.66	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirt, Vest - JWalsten	07/11/2023	209.45	
001-0510-67500-00	Ray O'Herron Co., Inc.	Shirt - RSage	07/11/2023	62.99	
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants - Thompson	07/11/2023	152.97	
Subtotal for Division: 0510				11,620.05	
001-0550-54000-00	Cameron Lemaster	Cell Phone Allowance	06/30/2023	30.00	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	06/30/2023	15.00	
001-0550-55800-00	Radio IP Software, Inc	08/23 - 12/23 - Service Contract Renewal, Gateways, VPNS	07/11/2023	502.44	
001-0550-55800-00	Hewlett Packard Enterprise Company	06/23 - 12/23 - Hardware Support, Helpdesk Services	07/11/2023	1,748.88	
001-0550-61000-00	Office Specialists, Inc.	Mouse Pad, Copy Paper, Stapler	07/11/2023	186.09	
001-0550-61000-00	Office Specialists, Inc.	Envelope, Correction Tape	07/11/2023	51.22	
001-0550-61000-00	Office Specialists, Inc.	Toner	07/11/2023	384.96	
001-0550-61000-00	Office Specialists, Inc.	Envelopes, Binder Clips, Folders	07/11/2023	94.35	
001-0550-61700-00	Southern Computer Warehouse	Electronic Hook Switch Cable	07/11/2023	56.88	
001-0550-61700-00	Southern Computer Warehouse	Document Scanner	07/11/2023	294.24	
001-0550-61700-00	Southern Computer Warehouse	Wireless Headset	07/11/2023	191.92	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts, Shorts, Pants - DWells	07/11/2023	115.12	
Subtotal for Division: 0550				3,671.10	
001-0605-54000-00	David Farrell	Cell Phone Allowance	06/30/2023	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	06/30/2023	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	06/30/2023	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	06/30/2023	30.00	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	06/30/2023	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	06/30/2023	30.00	
001-0605-55000-00	IAFC - Intl Assn of Fire Chiefs	07/23 - 12/23 - IAFC Membership	07/11/2023	107.50	
001-0605-55500-00	Getz Fire Equipment Co., Inc.	Oring Neck, Hydrottest, On Site Service	07/11/2023	261.30	
001-0605-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	20.00	
001-0605-61000-00	Office Specialists, Inc.	Toner	07/11/2023	151.29	
001-0605-62500-00	Advance Auto Parts	Filter Kit #55	07/11/2023	63.16	
001-0605-62500-00	Advance Auto Parts	Oil Filter #53	07/11/2023	32.54	
001-0605-62500-00	Midstate Manufacturing, Inc.	Hose #51	07/11/2023	46.64	
001-0605-65000-00	Office Specialists, Inc.	Laundry Detergent	07/11/2023	108.30	
001-0605-66500-00	Municipal Emergency Services, Inc	Rubber Hoses, Rubber Liner	07/11/2023	1,486.18	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt, Shorts, Pants - DWells	07/11/2023	79.49	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Ray O'Herron Co., Inc.	Coat, Patch - Stevenson	07/11/2023	196.13	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hat BCaruana	07/11/2023	62.50	
001-0605-67500-00	Municipal Emergency Services, Inc	Hi-Vis Parka, Name Tape, Embroidery,Heatpress	07/11/2023	282.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - BCaruana	07/11/2023	74.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt, Shorts, Pants - DWells	07/11/2023	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hat BCaruana	07/11/2023	149.99	
001-0605-67500-00	Ray O'Herron Co., Inc.	Badge - Stevenson	07/11/2023	86.71	
Subtotal for Divison: 0605				<u>3,508.70</u>	
Subtotal for Fund 001				<u><u>97,305.85</u></u>	
011-0000-66000-00	Tazewell County Asphalt Co, Inc	Asphalt supply for 2023	07/11/2023	17,636.07	0000092326
011-0000-66000-00	Galesburg Builders Supply, Inc	Portland Cement Concrete supply for 2023	07/11/2023	582.75	0000092331
011-0000-66000-00	Galesburg Builders Supply, Inc	Portland Cement Concrete supply for 2023	07/11/2023	1,036.00	0000092331
Subtotal for Divison: 0000				<u>19,254.82</u>	
Subtotal for Fund 011				<u><u>19,254.82</u></u>	
013-0000-55500-00	Mutual Wheel Co., Inc.	Suspension Repair to Unit 1301 (Labor)	06/30/2023	5,500.00	0000092484
013-0000-55500-00	Cummins Sale & Service	Labor for repairs to 1701	06/30/2023	5,583.90	0000092488
013-0000-62500-00	Cummins Sale & Service	Parts for repairs to 1701	06/30/2023	5,449.24	0000092488
013-0000-62500-00	Mutual Wheel Co., Inc.	Suspension Repair to Unit 1301 (Parts)	06/30/2023	833.49	0000092484
Subtotal for Divison: 0000				<u>17,366.63</u>	
Subtotal for Fund 013				<u><u>17,366.63</u></u>	
014-0000-66000-00	Galesburg Builders Supply, Inc.	Reinf Bars, Expansion Joints	07/11/2023	434.00	
014-0000-66000-00	Gunther Construction Co., a div. of I	CM6SPs, FA1s	07/11/2023	3,478.21	
Subtotal for Divison: 0000				<u>3,912.21</u>	
Subtotal for Fund 014				<u><u>3,912.21</u></u>	
015-0000-67500-00	Accredited Security	Tasers	07/11/2023	2,995.00	
Subtotal for Divison: 0000				<u>2,995.00</u>	
Subtotal for Fund 015				<u><u>2,995.00</u></u>	
016-0000-22002-00	Illinois State Police Asset Seizure &	Seizure Fund - IL 23-404	07/11/2023	3,564.00	

Account Number	Vendor	Description	Date	Amount	PO No
016-0000-22002-00	Illinois State Police Asset Seizure &	Seizure Fund - IL 23-1035	07/11/2023	670.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	06/30/2023	30.00	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	06/30/2023	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	06/30/2023	30.00	
016-0000-67500-00	Galls, LLC	Mission Ready Bag	07/11/2023	307.99	
Subtotal for Divison: 0000				4,631.99	
Subtotal for Fund 016				4,631.99	
018-0000-55500-00	Nichols Diesel Service, Inc.	State & Fed #131	07/11/2023	57.16	
018-0000-62500-00	Key Equipment & Supply Co	Valve #128	07/11/2023	252.52	
018-0000-62500-00	Midstate Manufacturing, Inc.	Hose #128	07/11/2023	114.53	
018-0000-62500-00	Midstate Manufacturing, Inc.	Hose #128	07/11/2023	115.11	
Subtotal for Divison: 0000				539.32	
Subtotal for Fund 018				539.32	
019-0000-20102-00	Stratus Networks, Inc	06/23 - Service Acct#7382	07/11/2023	305.50	
Subtotal for Divison: 0000				305.50	
019-1905-51500-00	WMOI - FM	06/23 Radio Advertising	07/11/2023	260.00	
019-1905-54000-00	Elizabeth Varner	Cell Phone Allowance	06/30/2023	30.00	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	06/30/2023	30.00	
019-1905-54500-00	Elizabeth Varner	Mileage - IPRA Prof. Develop.Training- Palos Heights IL-EVarner	07/11/2023	257.42	
019-1905-59511-00	Galesburg Tourism Fund	06/23 - Tourism Agreement	07/11/2023	15,833.33	
019-1905-62500-00	Advance Auto Parts	Wire Set #574	07/11/2023	54.55	
Subtotal for Divison: 1905				16,465.30	
019-1910-65000-00	Office Specialists, Inc.	Towels	07/11/2023	95.20	
019-1910-65000-00	Office Specialists, Inc.	Toilet Paper	07/11/2023	61.14	
019-1910-65000-00	Office Specialists, Inc.	Nitrile Gloves	07/11/2023	54.34	
Subtotal for Divison: 1910				210.68	
019-1911-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	30.00	
019-1911-55700-00	Helm Mechanical / Helm Service	Repair of I.T. Room Air Conditioning Unit	07/11/2023	381.00	
019-1911-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	26.70	
019-1911-57500-00	Aramark Uniform Serv. Inc.	07/23 Service	07/11/2023	26.70	
019-1911-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	26.70	

Account Number	Vendor	Description	Date	Amount	PO No
019-1911-65000-00	Office Specialists, Inc.	Toilet Paper, Paper Towels	07/11/2023	115.28	
019-1911-65000-00	Office Specialists, Inc.	Paper Towels	07/11/2023	412.00	
019-1911-65000-00	Office Specialists, Inc.	Disinfectant Cleaner, Hand Soap	07/11/2023	70.19	
Subtotal for Divison: 1911				1,088.57	
019-1915-54000-00	Travis Huffman	Cell Phone Allowance	06/30/2023	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	06/30/2023	30.00	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	06/30/2023	30.00	
019-1915-54000-00	Don Miles	Cell Phone Allowance	06/30/2023	30.00	
019-1915-55500-00	Nichols Diesel Service, Inc.	State & Fed #503	07/11/2023	57.16	
019-1915-55700-00	Galesburg Electric, Inc.	Light Bulbs, Recycle Light Bulbs, Box Covers, Plates, Switches	07/11/2023	219.89	
019-1915-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	67.66	
019-1915-57500-00	Aramark Uniform Serv. Inc.	07/23 Service	07/11/2023	67.66	
019-1915-62500-00	Advance Auto Parts	Oil Filter #500	07/11/2023	2.62	
019-1915-62500-00	Advance Auto Parts	Plastic Epoxy #505	07/11/2023	15.43	
019-1915-62500-00	Advance Auto Parts	Oil Filter #505	07/11/2023	2.62	
019-1915-62500-00	Burns Trailer Sales	Wheels #533	07/11/2023	76.00	
019-1915-62500-00	Burris Equipment	Pulleys #525	07/11/2023	67.38	
019-1915-62500-00	Ford of Galesburg	Gasket #503	07/11/2023	17.87	
019-1915-62500-00	Midstate Manufacturing, Inc.	Hose #503	07/11/2023	43.74	
019-1915-62500-00	Pomp's Tire - Galesburg	Tires #533	07/11/2023	112.50	
019-1915-62500-00	Napa Auto Parts	Solenoid #518	07/11/2023	16.99	
019-1915-62500-00	Martin, Inc	Sensor #525	07/11/2023	115.29	
019-1915-62510-00	Herr Petroleum Corp	425.7 Gal Diesel #2 , 599.8 Gal Unleaded Ethanol	07/11/2023	2,928.45	0000092349
019-1915-65000-00	Office Specialists, Inc.	Toilet Paper	07/11/2023	118.20	
019-1915-65000-00	Office Specialists, Inc.	Toilet Paper	07/11/2023	336.28	
019-1915-65500-00	Martin, Inc	Nylon Line	07/11/2023	359.70	
019-1915-68500-00	Hawkins, Inc	Vertex CSS-12	07/11/2023	1,128.44	
Subtotal for Divison: 1915				5,873.88	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	06/30/2023	30.00	
019-1920-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	39.75	
019-1920-57500-00	Aramark Uniform Serv. Inc.	07/23 Service	07/11/2023	39.75	
019-1920-62510-00	Herr Petroleum Corp	182.1 Gal Diesel #2, 358.1 Gal Unleaded Ethanol	07/11/2023	1,535.79	0000092350
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Misc Chemicals/Fertilizer	07/11/2023	260.00	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Misc Chemicals/Fertilizer	07/11/2023	662.50	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	07/11/2023	86.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	07/11/2023	43.00	0000092361
019-1920-64125-00	SRIXON/Cleveland Golf/XXIO	Golf Balls	07/11/2023	935.40	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	07/11/2023	27.50	
019-1920-64125-00	Boxcar Express	Misc Sandwiches	07/11/2023	1,775.75	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	07/11/2023	766.47	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	07/11/2023	834.54	
019-1920-64300-00	MTI Distributing, Inc	Credit FRT-Out Invoice #1376477-00	07/11/2023	-19.26	
019-1920-64300-00	MTI Distributing, Inc	Tee Markers	07/11/2023	220.86	
019-1920-65000-00	Office Specialists, Inc.	Bleach, Nitrile Gloves, Floor Cleaner, Toilet Paper	07/11/2023	100.64	
019-1920-65000-00	Office Specialists, Inc.	Mop Heads	07/11/2023	32.40	
019-1920-65500-00	Galesburg Electric, Inc.	Batteries, Recycle of Batteries	07/11/2023	32.83	
019-1920-66000-00	Riverstone Group, Inc.	RIP RAP	07/11/2023	202.56	
019-1920-66500-00	Scott Equipment, LLC	Trimmer Loop	07/11/2023	269.99	
019-1920-88300-00	M&M Golf Cars, LLC	2023 Lease of 48 Golf Carts and 1 Utility Vehicle as per agreeme	07/11/2023	5,335.97	
Subtotal for Divison: 1920				13,212.44	
019-1925-64000-00	Volrath Hardwoods, LLC	Bundles of Wood	07/11/2023	1,200.00	
019-1925-65500-00	Napa Auto Parts	Battery - Core Deposit - Core Deposit Credit	07/11/2023	63.69	
Subtotal for Divison: 1925				1,263.69	
019-1930-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	07/11/2023	668.55	
019-1930-64125-00	Atlantic Coca-Cola	Misc Concessions	07/11/2023	346.44	
019-1930-65000-00	Office Specialists, Inc.	Vinyl Gloves, Trash Bags, Toilet Paper, Towels	07/11/2023	239.63	
Subtotal for Divison: 1930				1,254.62	
019-1935-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	454.48	
Subtotal for Divison: 1935				454.48	
019-1940-42000-00	Melissa Pettit	Summer 2023 - 2nd Payment - SwimTeam	07/11/2023	750.00	
Subtotal for Divison: 1940				750.00	
019-1950-64125-00	Atlantic Coca-Cola	Return of Empty CO2 tank	07/11/2023	-75.00	
019-1950-64125-00	Atlantic Coca-Cola	Misc Concessions	07/11/2023	606.30	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	07/11/2023	1,509.72	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions	07/11/2023	207.44	
019-1950-66000-00	Galesburg Electric, Inc.	Time Delay Fuses	07/11/2023	88.75	
019-1950-67500-00	Original Waterman Inc	Lifeguard Clothing	07/11/2023	51.95	
019-1950-68500-00	Hawkins, Inc	Azone 15, pH Down LO	07/11/2023	1,299.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1950-68500-00	Hawkins, Inc	Azone 15, pH Down LO	07/11/2023	794.18	
019-1950-68500-00	Hawkins, Inc	Azone 15, pH Down LO	07/11/2023	630.82	
Subtotal for Divison: 1950				5,113.16	
019-1955-55700-00	Galesburg Electric, Inc.	Misc Supplies for Hawhtorne Pool	07/11/2023	1,198.00	
Subtotal for Divison: 1955				1,198.00	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	06/30/2023	30.00	
019-1965-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	20.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	07/23 Service	07/11/2023	36.74	
019-1965-57500-00	Aramark Uniform Serv. Inc.	06/23 Service	07/11/2023	36.74	
019-1965-62500-00	MTI Distributing, Inc	Cover #583	07/11/2023	121.73	
019-1965-62500-00	Scott Equipment, LLC	Bearings #583	07/11/2023	24.98	
019-1965-62500-00	MTI Distributing, Inc	Switch #583	07/11/2023	110.14	
019-1965-65500-00	Scott Equipment, LLC	Fusion Blades	07/11/2023	102.29	
019-1965-65500-00	Scott Equipment, LLC	Deck/Pump Idler Spring, All Thread	07/11/2023	54.97	
019-1965-65500-00	Scott Equipment, LLC	HP Ultra	07/11/2023	31.37	
019-1965-65500-00	Scott Equipment, LLC	Belt	07/11/2023	65.00	
019-1965-66000-00	Galesburg Builders Supply, Inc.	Washed Gravel	07/11/2023	339.87	
Subtotal for Divison: 1965				973.83	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	06/30/2023	30.00	
019-1975-55500-00	Nichols Diesel Service, Inc.	State & Fed #103	07/11/2023	57.15	
Subtotal for Divison: 1975				87.15	
019-1980-55700-00	Johnson Controls Fire Protection LP	Annual Invoice - Alarm Monitoring Service Contract#80949222	07/11/2023	805.87	
Subtotal for Divison: 1980				805.87	
Subtotal for Fund 019				49,057.17	
023-0000-55420-00	Jimax Corp.	Demolition of Hotel & Restaurant located at 29 Public Sq	07/11/2023	200,750.08	0000092382
023-0000-55420-00	Tim Brown	Demolition of 372 Day Street per bid	07/11/2023	9,994.00	0000092383
023-0000-55420-00	Tim Brown	Demolition of 518 W South Street	07/11/2023	2,875.56	0000092309
023-0000-55420-00	Tim Brown	Demolition of 1965 E Main & VL to East	07/11/2023	1,762.44	0000092309
023-0000-55420-00	Tim Brown	Demolition of 643 Day Street	07/11/2023	5,387.00	0000092309
023-0000-55420-00	Tim Brown	Demolition of 830 Liberty Street	07/11/2023	6,722.00	0000092309
023-0000-83100-00	Lambasio, Inc.	Repair House Sewer Lateral in Left Turn Ln- 1325 E Fremont St	07/11/2023	4,500.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				231,991.08	
Subtotal for Fund 023				231,991.08	
024-0000-51000-00	US Sterling Capital Corp., Inc.	The National Bank of Malvern	07/11/2023	240.00	
Subtotal for Divison: 0000				240.00	
Subtotal for Fund 024				240.00	
030-0000-20102-00	Stratus Networks, Inc	06/23 - Service Acct#7382	07/11/2023	129.94	
Subtotal for Divison: 0000				129.94	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	06/23 Radio Ads	06/30/2023	200.00	
030-0320-55500-00	Nichols Diesel Service, Inc.	State & Fed Tests #461, #465,#467	06/30/2023	172.25	
030-0320-55500-00	Galesburg Communications, Inc.	05/23 - 08/23 - 800 Dispatch for Para Transit	06/30/2023	408.24	
030-0320-55500-00	Ford of Galesburg	Reprogram SJB	06/30/2023	403.31	
030-0320-55700-00	Hohulin Brothers Fence Co., Inc.	Troubleshoot, Furnished, Installation MGT Transmitters	07/11/2023	419.22	
030-0320-61000-00	Office Specialists, Inc.	Toner	06/30/2023	147.89	
030-0320-61000-00	Office Specialists, Inc.	Paper, Pens, Tape, Pencils, Folders	06/30/2023	158.26	
030-0320-62500-00	Napa Auto Parts	Oil Filter,Adaptive Bracket, Core Deposit,Brake Pads,Tie Rod End	07/11/2023	379.12	
030-0320-62500-00	Midwest Transit Equipment, Inc.	FTG Kit's, Freight	06/30/2023	104.60	
030-0320-62500-00	Advance Auto Parts	Tie Rod Ends	07/11/2023	34.77	
030-0320-62500-00	Advance Auto Parts	Oil Pump	06/30/2023	11.95	
030-0320-62500-00	Ford of Galesburg	Clamps, Damper	06/30/2023	55.86	
030-0320-62500-00	Ford of Galesburg	Lever, Pin, Plunger, Tubes, Bushing, Clevis, Cover	06/30/2023	262.54	
030-0320-62500-00	Ford of Galesburg	Module	06/30/2023	414.41	
030-0320-62510-00	Herr Petroleum Corp	175.2 Gal Unleaded Ethanol	06/30/2023	516.23	0000092348
030-0320-62510-00	Herr Petroleum Corp	254.8 Gal Unleaded Ethanol	06/30/2023	780.18	0000092348
030-0320-62510-00	Herr Petroleum Corp	351.5 Gal Unleaded Ethanol	06/30/2023	1,048.51	0000092348
030-0320-62510-00	Herr Petroleum Corp	337.5 Gal Unleaded Ethanol	06/30/2023	1,006.74	0000092348
030-0320-62510-00	Herr Petroleum Corp	329.4 Gal Unleaded Ethanol	06/30/2023	1,008.61	0000092348
030-0320-62510-00	Herr Petroleum Corp	332.8 Gal Unleaded Ethanol	06/30/2023	927.98	0000092348
030-0320-65000-00	Office Specialists, Inc.	Bleach	06/30/2023	20.83	
Subtotal for Divison: 0320				8,481.50	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	06/23 Radio Ads	06/30/2023	200.00	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	06/30/2023	30.00	
030-0370-55500-00	Galesburg Communications, Inc.	05/23 - 08/23 - 800 Dispatch for Fixed Route Buses	06/30/2023	381.02	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-55700-00	Hohulin Brothers Fence Co., Inc.	Troubleshoot, Furnished, Installation MGT Transmitters	07/11/2023	419.23	
030-0370-55700-00	Galesburg Termite & Pest Control In	07/23 Semi Monthly Spray	07/11/2023	45.00	
030-0370-55700-00	Galesburg Termite & Pest Control In	Semi Monthly Services	06/30/2023	45.00	
030-0370-57500-00	Cintas, Inc	06/23 Service	06/30/2023	214.35	
030-0370-57500-00	Cintas, Inc	06/23 Service	06/30/2023	135.08	
030-0370-57500-00	Cintas, Inc	06/23 Service	06/30/2023	214.35	
030-0370-57500-00	Cintas, Inc	07/23 Service	07/11/2023	171.52	
030-0370-62500-00	Cozadd Diesel Service, Inc	Shims,Snap Ring, Slack Adjusters, Freight	06/30/2023	690.63	
030-0370-62500-00	Gillig	Adjustable Beam	06/30/2023	696.50	
030-0370-62500-00	Mutual Wheel Co., Inc.	Air Bags	06/30/2023	431.31	
030-0370-62510-00	Herr Petroleum Corp	516.8 Gal Diesel #2	06/30/2023	1,601.43	0000092348
030-0370-62510-00	Herr Petroleum Corp	594.7 Gal Diesel #2	06/30/2023	1,754.51	0000092348
030-0370-62510-00	Herr Petroleum Corp	370.9 Gal Diesel #2	06/30/2023	1,168.06	0000092348
030-0370-62510-00	Herr Petroleum Corp	563.6 Gal Diesel #2	06/30/2023	1,724.47	0000092348
Subtotal for Divison: 0370				9,922.46	
Subtotal for Fund 030				18,533.90	
054-0000-20103-00	Hein Construction Co, Inc	Retainage - PSB Locker Room Renovation	07/11/2023	-774.80	0000092300
054-0000-20103-00	Hein Construction Co, Inc	Retainage - PSB Locker Room Renovation	07/11/2023	-4,972.23	0000092300
054-0000-20103-00	Hein Construction Co, Inc	Retainage PSB Locker Room Renovation	07/11/2023	-6,858.91	0000092300
054-0000-20103-00	Hein Construction Co, Inc	Retainage - PSB HVAC Renovation	07/11/2023	-4,542.54	0000092299
054-0000-20103-00	Hein Construction Co, Inc	Retainage - PSB Locker Room Renovation	07/11/2023	-5,882.90	0000092300
054-0000-51000-00	US Sterling Capital Corp., Inc.	Henderson State Bank	07/11/2023	241.97	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Construction Administration for PSB Locker Room Project	07/11/2023	2,500.00	0000092212
054-0000-55700-00	Hein Construction Co, Inc	PSB Locker Room Renovation	07/11/2023	7,747.73	0000092300
054-0000-55700-00	Hein Construction Co, Inc	PSB Locker Room Renovation	07/11/2023	49,722.30	0000092300
054-0000-55700-00	Hein Construction Co, Inc	PSB Locker Room Renovation	07/11/2023	68,589.10	0000092300
054-0000-55700-00	Hein Construction Co, Inc	PSB Locker Room Renovation	07/11/2023	58,829.00	0000092300
054-0000-76000-00	Klingner & Associates, P.C. - Archit	Construction Administration for Hawthorne Pool Building	07/11/2023	5,659.50	0000092199
054-0000-76000-00	Hein Construction Co, Inc	PSB HVAC Renovation	07/11/2023	45,425.36	0000092299
Subtotal for Divison: 0000				215,683.58	
Subtotal for Fund 054				215,683.58	
059-0000-55700-00	Neidig Trucking & Excavating, Inc.	Demolition and Cleanup of Lake Storey Waterslide	07/11/2023	9,000.00	0000092307
Subtotal for Divison: 0000				9,000.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 059				9,000.00	
061-0000-10407-00	KIMBERLY TERRACE MHC LLC	Refund from Check #12988 007038-000 paid Not A KT Acct	07/11/2023	367.46	
061-0000-20101-00	CECIL REDNOUR	Refund Check 021868-001, 1956 NEWCOMER DR	07/10/2023	54.22	
061-0000-20101-00	RANDY JOHNSON	Refund Check 054368-001, 562 W BROOKS ST	07/10/2023	125.72	
061-0000-20101-00	ANITA SELLS	Refund Check 063048-000, 1231 PARKVIEW CIR	07/10/2023	39.48	
061-0000-20101-00	LYNN VANWINKLE	Refund Check 050636-000, 1120 N HENDERSON ST	07/10/2023	92.96	
061-0000-20101-00	SHARI SHEA	Refund Check 021771-001, 1279 BRIDGE AVE	07/10/2023	20.34	
061-0000-20101-00	LINDA STOWE	Refund Check 010694-000, 534 IRWIN ST	07/10/2023	27.70	
061-0000-20101-00	SALLY KOHL	Refund Check 012556-001, 1074 PINE TREE LN	06/27/2023	26.83	
061-0000-20101-00	WOOLSEY HOME IMPROVEMEN	Refund Check 058525-004, 1529 FLORENCE AVE	07/10/2023	71.63	
061-0000-20101-00	THE VU NGUYEN	Reissue UB Refund Check #97277 Dated 10/17/22	07/11/2023	98.98	
061-0000-20101-00	JONNIE ULM	Refund Check 010590-001, 665 ARNOLD ST	06/27/2023	110.65	
061-0000-20101-00	COURTNEY KNUTH-GALVIN	Refund Check 052455-000, 1384 N PRAIRIE ST	07/10/2023	112.83	
061-0000-20101-00	MIKILA LEWIS	Refund Check 055916-000, 1533 MCKNIGHT ST	07/10/2023	96.33	
061-0000-20101-00	TANNA CULLEN	Refund Check 059237-000, 1119 N BROAD ST	07/10/2023	110.00	
061-0000-20101-00	JANICE ENDERLIN	Refund Check 011598-001, 1171 N CEDAR ST	06/27/2023	122.27	
061-0000-20101-00	MARYMAE HAMRICK	Refund Check 023085-001, 1815 WASHINGTON ST	06/27/2023	74.22	
061-0000-20101-00	YESENIA FELIX LARES	Refund Check 049280-000, 548 CHURCHILL AVE	07/10/2023	37.03	
061-0000-20101-00	TLR LLC	Refund Check 052642-017, 1687 INDIANA DR	07/10/2023	117.16	
061-0000-20101-00	DUANE SPRINKLE	Refund Check 007520-000, 276 N PEARL ST	07/10/2023	13.68	
061-0000-20101-00	COLIN PIAZZA	Refund Check 052969-000, 800 N CEDAR ST	06/27/2023	51.52	
061-0000-20101-00	CORISSA WRIGHT	Refund Check 064518-000, 381 BEDI AVE	07/10/2023	107.56	
061-0000-20101-00	LOIS WEST ESTATE	Refund Check 015536-000, 1124 W MAIN ST	07/10/2023	40.00	
061-0000-20101-00	KAREN JOHNSON	Refund Check 042330-005, 2057 NEWCOMER DR	07/10/2023	47.83	
061-0000-20101-00	TIMOTHY DOWERS	Refund Check 005783-016, 1595 N KELLOGG ST	07/10/2023	88.80	
061-0000-20101-00	KELSIE GYORY	Refund Check 065271-000, 554 ARNOLD ST	07/10/2023	106.33	
061-0000-20101-00	STEVE GERSTENBERGER	Refund Check 006180-002, 799 N HENDERSON ST	07/10/2023	125.66	
061-0000-20101-00	JODI HANEN	Refund Check 053143-003, 1820 GRAND AVE	07/10/2023	136.70	
061-0000-20101-00	SAMANTHA HORNE	Refund Check 047046-002, 527 N BROAD ST UPPER	07/10/2023	27.22	
061-0000-20101-00	JAVIN CARTER	Refund Check 065792-000, 527 N BROAD ST LOWER	07/10/2023	3.67	
061-0000-20101-00	MATTHEW BERNARDI	Refund Check 015289-040, 243 N FARNHAM ST	07/10/2023	102.10	
061-0000-20101-00	MATTHEW BERNARDI	Refund Check 015289-034, 805 S FARNHAM ST	07/10/2023	124.79	
061-0000-20101-00	DAKOTA BIBBS	Refund Check 063893-000, 1081 LANE AVE	07/10/2023	36.43	
061-0000-20101-00	ARLENE CALLISON	Refund Check 023308-000, 712 CENTURY ESTATES	07/10/2023	40.00	
061-0000-20101-00	MELODY ANDREWS	Refund Check 062189-000, 1296 HARRISON ST	07/10/2023	61.50	
061-0000-20102-00	Stratus Networks, Inc	06/23 - Service Acct#7382	07/11/2023	125.75	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-51000-00	US Sterling Capital Corp., Inc.	First State Bank of DeQueen	07/11/2023	240.66	
061-0000-51000-00	US Sterling Capital Corp., Inc.	Valley State Bank	07/11/2023	361.64	
061-0000-51000-00	ARMARC/MunicipalH20	MONTHLY MAINTENANCE FEE	07/11/2023	350.00	0000092423
061-0000-51010-00	James M Kelly, Attorney	04/23 Legal Services	07/11/2023	148.50	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	06/30/2023	30.00	
061-0000-54000-00	Shelby Schwieter	Cell Phone Allowance	06/30/2023	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	06/30/2023	30.00	
061-0000-54000-00	Timothy Fey	Cell Phone Allowance	06/30/2023	30.00	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	06/30/2023	30.00	
061-0000-55700-00	Royal Cleaning Services	07/23 Janitorial Services	07/11/2023	510.00	
061-0000-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	55.00	
061-0000-55700-00	Four Seasons Pest Control	06/23 Service	07/11/2023	30.00	
061-0000-62510-00	Herr Petroleum Corp	198.7 Gal Diesel #2	07/11/2023	626.12	0000092354
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	07/11/2023	200.25	0000092338
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL SI - DELIVERED	07/11/2023	223.44	0000092338
061-0000-66000-00	Core & Main	Curb Box Plug	07/11/2023	87.50	
061-0000-66000-00	Core & Main	Curb Box Plug	07/11/2023	418.00	
061-0000-66000-00	Core & Main	DBL Straps	07/11/2023	452.27	
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	07/11/2023	201.81	0000092338
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL PP1 MIX - DELIVERED	07/11/2023	347.25	0000092338
061-0000-66000-00	Core & Main	Curb Stops	07/11/2023	410.80	
061-0000-66000-00	Core & Main	DBL Straps	07/11/2023	2,790.16	
061-0000-66000-00	Core & Main	NHM Hex's	07/11/2023	109.12	
061-0000-66700-00	Core & Main	5/8" X 1/2" ACCUSTREAM 100CF WATER METER	07/11/2023	44,125.00	0000092470
061-0000-68500-00	Hawkins, Inc	2023 Liquid Chlorine for Water Division as per bid. This is a b	07/11/2023	6,282.00	0000092306
061-0000-68500-00	IDEXX Distribution Inc.	Water Testing	07/11/2023	299.09	
061-0000-68700-00	Core & Main	Hydrant Meter	07/11/2023	1,115.00	
Subtotal for Divison: 0000				62,478.96	
Subtotal for Fund 061				62,478.96	
067-0000-20101-00	JANICE ENDERLIN	Refund Check 011598-001, 1171 N CEDAR ST	06/27/2023	3.24	
067-0000-20101-00	JODI HANEN	Refund Check 053143-003, 1820 GRAND AVE	07/10/2023	2.43	
067-0000-20101-00	THE VU NGUYEN	Reissue UB Refund Check #97277 Dated 10/17/22	07/11/2023	0.75	
067-0000-59502-00	Waste Management, Inc.	06/23 Servcie	07/11/2023	171,962.92	
067-0000-59502-00	Western Illinois Regional Council	Transporting/Processing Residential Electronics for Recycling	07/11/2023	1,000.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				172,969.34	
Subtotal for Fund 067				172,969.34	
078-0000-56535-00	Central IL Radiological Assoc	Workers Comp - DOS 03/10/23 - Acct#252005828218	07/11/2023	189.89	
078-0000-56597-00	Alexis Fire Equipment Co., Inc.	Repair of #51 - Damaged in North St Fire	07/11/2023	2,020.85	
078-0000-56597-00	Galesburg Welding, Inc	Repair of Light Post Housing	07/11/2023	168.00	
Subtotal for Divison: 0000				2,378.74	
Subtotal for Fund 078				2,378.74	
091-0000-20101-00	JODI HANEN	Refund Check 053143-003, 1820 GRAND AVE	07/10/2023	1.00	
091-0000-20101-00	JANICE ENDERLIN	Refund Check 011598-001, 1171 N CEDAR ST	06/27/2023	1.33	
091-0000-20102-00	Galesburg Sanitary Dist.	06/23 Credit Card Processing Fees	07/11/2023	-2,766.63	
091-0000-20102-00	Galesburg Sanitary Dist.	05/23 Lien & Collection Fees	07/11/2023	-51.32	
091-0000-20102-00	Galesburg Sanitary Dist.	05/23 Postage for Liens	07/11/2023	-11.30	
091-0000-20102-00	Galesburg Sanitary Dist.	07/23 Sanitary District Fees - Less 3% Collection Fees	07/11/2023	-15,726.53	
091-0000-22003-00	Galesburg Sanitary Dist.	07/23 Sanitary District Fees	07/11/2023	524,217.77	
Subtotal for Divison: 0000				505,664.32	
Subtotal for Fund 091				505,664.32	
Report Total:				1,414,002.91	

Advance Checks and ACH Payments as of 7/11/2023

Check Date	Check #	Vendor Name	Description	Account #	Amount
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	019-0000-20102	13,604.89
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	001-0000-20102	7,617.36
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	018-0000-20102	110.67
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	024-0000-20102	29.00
6/28/2023	0	Ameren Illinois	05/23 Heat 01147-55694	061-0000-20102	54.48
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	061-0000-20102	36,874.35
6/28/2023	0	Ameren Illinois	05/23 Electricity 01147-55694	020-0000-20102	816.89
6/28/2023	0	Euclid Beverage	Liquor of Golf Course	019-1920-64125	489.90
6/29/2023	0	American Electric Power	04/23 Service	061-0000-52000	11,810.50
6/29/2023	0	Chuck Humes	06/27 Umpire Softball - 3 Games	019-1940-51400	105.00
6/29/2023	0	Dan Burgland	06/27 Umpire Softball - 2 Games	019-1940-51400	70.00
6/29/2023	98236	Knox County Records Office	Total of 2 Water/Sewer/Refuse Liens Filed	061-0000-51000	63.00
6/30/2023	0	Christine Swanson	Reimbursement for pants	001-0550-54500	\$75.00
6/30/2023	0	Computershare	GO2013A Interest Bond Payment	047-0000-87300	20,340.00
6/30/2023	0	Computershare	GO2011C Interest Bond Payment	046-0000-87300	7,130.00
6/30/2023	0	G & M Distributors	Liquor for Golf Course	019-1920-64125	133.60
6/30/2023	0	G & M Distributors	Liquor for Golf Course	019-1920-64125	388.30
7/6/2023	0	Barash & Everett, LLC	07/23 Legal Services	001-0145-51010	9,273.58
7/6/2023	0	Greenhouse & Decor LLC	Minority/Woman Owned Business Startup incentive	054-0000-83100	10,000.00
7/6/2023	4073	J W Summy Contracting Corp.	DCEO RLF at 667 W Main St	013-0000-83100	9,450.00
7/6/2023	5129	J W Summy Contracting Corp.	HUD LBPHC at 1516 N Prairie St	013-0000-83100	19,575.00
7/6/2023	5129	J W Summy Contracting Corp.	HUD LBPHC at 333 Ohio Ave	013-0000-83100	13,050.00
7/6/2023	5129	J W Summy Contracting Corp.	CO#1 HUD LBPHC at 1516 N Prairie St deletion of 5 windows	013-0000-83100	-3,250.00
7/6/2023	5129	J W Summy Contracting Corp.	HUD LBPHC at 1850 E Main Street	013-0000-83100	18,400.00
7/6/2023	5129	J W Summy Contracting Corp.	CO #1 HUD LBPHC at 1516 N Prairie St Fund transfer to DCEO HELP	013-0000-83100	-10,815.00
7/6/2023	6067	J W Summy Contracting Corp.	HUD Healthy Homes at 333 Ohio Ave	013-0000-83100	2,550.00
7/6/2023	6067	J W Summy Contracting Corp.	CO#1 HUD Healthy Homes at 333 Ohio Ave no longer installing exte	013-0000-83100	-600.00
7/6/2023	6067	J W Summy Contracting Corp.	HUD Healthy Homes at 1850 E Main Street	013-0000-83100	4,700.00
7/6/2023	6067	J W Summy Contracting Corp.	HUD Healthy Homes at 1516 N Prairie St	013-0000-83100	3,150.00
7/6/2023	0	Mod Esthetics, LLC	Minority/Woman Owned Business Startup incentive	054-0000-83100	439.99
7/7/2023	0	Bluefin Payment Systems	06/23 Pay Pad Processing Fees	061-0000-51000	1,213.56
7/7/2023	0	Bluefin Payment Systems	06/23 UB Webpayment Credit Card processing fees	061-0000-51000	3,300.82
7/7/2023	0	Bluefin Payment Systems	06/23 Pay Pad Processing Fees	001-0115-51000	102.63
7/7/2023	0	Bluefin Payment Systems	06/23 UB Webpayment Credit Card processing fees	061-0000-51000	1,650.41
7/7/2023	0	Bluefin Payment Systems	06/23 Pay Pad Processing Fees	001-0410-51000	31.00
7/7/2023	0	Bluefin Payment Systems	06/23 Pay Pad Processing Fees	067-0000-51000	606.80
7/7/2023	0	Bluefin Payment Systems	06/23 Pay Pad Processing Fees	001-0306-51000	31.00

7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1935-51000	154.22
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1930-51000	225.68
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	051-0000-51000	0.41
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1925-51000	877.07
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1905-51000	465.65
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1960-51000	0.10
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1950-51000	907.42
7/7/2023	0	Cardconnect	06/23 Card Connect Credit card fees	019-1945-51000	42.92
7/7/2023	0	Euclid Beverage	Liquor for Golf Course	019-1920-64125	259.55
7/7/2023	0	Farmers & Mechanics Bank	06/23 F&M Bank Trust Fees	019-1905-51000	6.21
7/7/2023	0	Farmers & Mechanics Bank	06/23 F&M Bank Trust Fees	061-0000-51000	31.27
7/7/2023	0	Farmers & Mechanics Bank	06/23 F&M Bank Trust Fees	058-0000-51000	31.27
7/7/2023	0	Farmers & Mechanics Bank	06/23 F&M Bank Trust Fees	052-0000-51000	312.43
7/7/2023	0	Farmers & Mechanics Bank	06/23 F&M Bank Trust Fees	001-0205-51000	61.95
7/7/2023	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	206.70
7/7/2023	0	Wells Fargo Merchant Services	06/23 Credit Card fees	019-1920-51000	3,247.99
				Grand Total	\$ 189,403.57

**CITY OF GALESBURG
COUNCIL LETTER
JULY 17, 2023**

AGENDA ITEM: Bids for reconstructing Irwin Street from Grove Street to Losey Street.

SUMMARY RECOMMENDATION: The Interim City Manager, Interim Director of Public Works and Purchasing Agent recommend approval of the bid in the amount of \$654,425.81 from Gunther Construction, a division of UCM, Inc. minus a proposed credit of \$19,000 for a net bid price of \$635,425.81.

BACKGROUND: The existing street base and concrete curb and gutter will be completely removed and replaced with a new full depth concrete pavement and concrete curb and gutter. This contract also includes construction of all new concrete driveway approaches from the street to the back of the sidewalk, sidewalk replacement, and storm sewer upgrades to address current flooding issues on the street.

The bid documents require the Contractor to harvest the existing bricks on this street and place them in the City's brick storage yard. At the City's request, the Contractor submitted a credit in the amount of \$19,000 if they were not required to salvage the bricks from this project. It is recommended to accept the credit for not harvesting the bricks. The City has harvested the bricks on previous brick street projects and has a very large inventory of bricks. Also, the bid was over the amount budgeted for the project and accepting the credit will bring the cost closer to the budgeted amount.

The project was advertised in the Register Mail and on the City's website. Fifteen (15) bid proposals were sent out and three (3) bids were received. The low bidder was Gunther Construction Co. from Galesburg, IL in the amount of \$678,198.26. The bid for this project was not within the estimated amount anticipated for the work. It is proposed to eliminate the concrete base course under asphalt transitions on Grove Street which will result in a savings of \$23,772.45 and to accept the credit of \$19,000 for not harvesting the brick. City staff recommend approval of the revised bid in the amount of \$635,425.81. The contractor will have 35 working days to complete the project and it is anticipated that the project will begin at the end of July.

BUDGET IMPACT: It is proposed to pay \$514,726.80 of this project from either the 2023 GO Bond funds (Fund 52) or City Gas Tax fund (Fund 14). The remaining costs for the project will be paid using funds budgeted in the Storm Water Utility fund (Fund 18). If it is determined that it is preferable to utilize bond funds, an ordinance will be provided for council consideration at a future meeting to authorize that designation of funds.

SUPPORTING DOCUMENTS:

1. Vendors contacted

2. Bid Tabulation
3. Revised bid

VENDORS CONTACTED:

Gunther Construction Co., Galesburg, IL
Brandt Construction, Milan, IL
Laverdiere Construction, Macomb, IL
McCarthy/Foley, Davenport, IA
Illinois Civil Contractors, Inc., East Peoria, IL
Hein Construction Co., Galesburg, IL
Valley Construction Co., Rock Island, IL
Otto Baum Co., Morton IL
County Contractors, Inc., Quincy, IL
Advanced Asphalt, Princeton, IL
G.M. Sipes Construction, Inc., Rushville, IL
Miller & Son Construction, Mackinaw, IL
Stark Excavating, Bloomington, IL
Phoenix Corporation, Port Byron, IL
Lockwood Excavating & Construction, Galesburg, IL

CITY OF GALESBURG											
Purchasing											
Operating Under Council- Manager Government Since 1957											
Irwin Street Reconstruction				BIDDER NAME:		Illinois Civil Contractors Inc		Brandt Construction Co		Gunther Construction; a div of UCM	
Section: 23-00577-01-RP				BIDDER ADDRESS:		420 Pinecrest Drive		700 4th Street West		816 N Henderson Street	
Bid Date: 7/5/2023				CITY/STATE/ZIP:		East Peoria, IL 61611		Milan, IL 61264		Galesburg, IL 61401	
ATTENDED BY: Miller/Gavin				BID SECURITY:		BB		BB		BB	
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2403	SY	GEO FAB FOR GROUND STA		\$ 2.50	\$ 6,007.50	\$ 2.80	\$ 6,728.40	\$ 2.13	\$ 5,118.39		\$ -
265	SY	AGG BASE CRSE, TY B, 2"		\$ 8.41	\$ 2,228.65	\$ 29.00	\$ 7,685.00	\$ 17.09	\$ 4,528.85		\$ -
2403	SY	AGG BASE CRSE TYB 6"		\$ 17.84	\$ 42,869.52	\$ 16.50	\$ 39,649.50	\$ 18.33	\$ 44,046.99		\$ -
195	SY	PCC BASE CRSE, 7"		\$ 66.71	\$ 13,008.45	\$ 103.00	\$ 20,085.00	\$ 121.91	\$ 23,772.45		\$ -
211	LBS	POLY BIT MAT (TACK COAT)		\$ 1.44	\$ 303.84	\$ 18.75	\$ 3,956.25	\$ 1.20	\$ 253.20		\$ -
17	TON	PHMA BC IL 9.5 N50		\$ 744.71	\$ 12,660.07	\$ 455.00	\$ 7,735.00	\$ 618.67	\$ 10,517.39		\$ -
17	TON	PHMA SC MIX D N50		\$ 744.71	\$ 12,660.07	\$ 455.00	\$ 7,735.00	\$ 618.67	\$ 10,517.39		\$ -
1901	SY	PCC PAVEMENT, 7"		\$ 69.45	\$ 132,024.45	\$ 75.00	\$ 142,575.00	\$ 61.46	\$ 116,835.46		\$ -
265	SY	PCC DRIVEWAY PVT, 6"		\$ 100.43	\$ 26,613.95	\$ 105.00	\$ 27,825.00	\$ 81.77	\$ 21,669.05		\$ -
4065	SF	PCC SIDEWALK 4"		\$ 10.44	\$ 42,438.60	\$ 18.00	\$ 73,170.00	\$ 11.30	\$ 45,934.50		\$ -
880	SF	PCC SIDEWALK 6"		\$ 12.34	\$ 10,859.20	\$ 20.00	\$ 17,600.00	\$ 14.94	\$ 13,147.20		\$ -
166	SF	PCC SIDEWALK 8"		\$ 16.12	\$ 2,675.92	\$ 35.00	\$ 5,810.00	\$ 51.18	\$ 8,495.88		\$ -
56	SF	DETECTABLE WARNING		\$ 38.50	\$ 2,156.00	\$ 45.00	\$ 2,520.00	\$ 31.78	\$ 1,779.68		\$ -
277	SY	PAVEMENT REMOVAL		\$ 21.52	\$ 5,961.04	\$ 22.00	\$ 6,094.00	\$ 34.68	\$ 9,606.36		\$ -
210	SY	DRIVEWAY PVT REMOVAL		\$ 27.95	\$ 5,869.50	\$ 30.00	\$ 6,300.00	\$ 21.31	\$ 4,475.10		\$ -
1303	FT	CCC&G REMOVAL		\$ 14.20	\$ 18,502.60	\$ 15.00	\$ 19,545.00	\$ 7.06	\$ 9,199.18		\$ -
5272	SF	SIDEWALK REMOVAL		\$ 3.21	\$ 16,923.12	\$ 2.00	\$ 10,544.00	\$ 3.29	\$ 17,344.88		\$ -
293	FT	STORM SEWR CL B, TY 1, 12"		\$ 177.87	\$ 52,115.91	\$ 170.00	\$ 49,810.00	\$ 106.01	\$ 31,060.93		\$ -
77	FT	STORM SEWR CL B, TY 2, 12"		\$ 246.05	\$ 18,945.85	\$ 215.00	\$ 16,555.00	\$ 110.21	\$ 8,486.17		\$ -
92	FT	STORM SEWER REM, 12"		\$ 42.43	\$ 3,903.56	\$ 55.00	\$ 5,060.00	\$ 20.99	\$ 1,931.08		\$ -
2	EA	MH, TY A 4' DIA, TY 3 F&G		\$ 5,293.74	\$ 10,587.48	\$ 5,055.00	\$ 10,110.00	\$ 6,612.54	\$ 13,225.08		\$ -
1	EA	MH, TY A 5' DIA, TY 3 F&G		\$ 9,147.88	\$ 9,147.88	\$ 9,500.00	\$ 9,500.00	\$ 11,020.89	\$ 11,020.89		\$ -
6	EA	INLET, TY A, TY 3 F&G		\$ 3,550.88	\$ 21,305.28	\$ 3,400.00	\$ 20,400.00	\$ 3,463.71	\$ 20,782.26		\$ -
4	EA	INLET, TY B, TY 3 F&G		\$ 4,181.42	\$ 16,725.68	\$ 3,900.00	\$ 15,600.00	\$ 3,463.71	\$ 13,854.84		\$ -
5	EA	MANHOLES TO BE ADJ		\$ 790.25	\$ 3,951.25	\$ 1,300.00	\$ 6,500.00	\$ 1,074.47	\$ 5,372.35		\$ -
1	EA	MH ADJ W/NEW TY 3 F&G		\$ 2,131.93	\$ 2,131.93	\$ 2,000.00	\$ 2,000.00	\$ 2,470.16	\$ 2,470.16		\$ -
5	EA	INLET REMOVAL		\$ 562.87	\$ 2,814.35	\$ 1,200.00	\$ 6,000.00	\$ 682.25	\$ 3,411.25		\$ -
1312	FT	CCC&G TY B6.18		\$ 52.12	\$ 68,381.44	\$ 45.00	\$ 59,040.00	\$ 49.01	\$ 64,301.12		\$ -
1	LS	MOBILIZATION		\$ 49,884.53	\$ 49,884.53	\$ 48,000.00	\$ 48,000.00	\$ 20,672.72	\$ 20,672.72		\$ -
1	LS	TRAFFIC CONT & PROT, SPL		\$ 5,933.08	\$ 5,933.08	\$ 9,000.00	\$ 9,000.00	\$ 7,183.96	\$ 7,183.96		\$ -
86	CY	TRENCH BACKFILL SPL		\$ 272.15	\$ 23,404.90	\$ 210.00	\$ 18,060.00	\$ 141.70	\$ 12,186.20		\$ -
1	LS	CONSTRUCTION LAYOUT		\$ 7,824.18	\$ 7,824.18	\$ 8,500.00	\$ 8,500.00	\$ 4,809.81	\$ 4,809.81		\$ -
1594	SY	PAVEMENT REMOVAL SPL		\$ 56.08	\$ 89,391.52	\$ 49.00	\$ 78,106.00	\$ 44.96	\$ 71,666.24		\$ -
5111	SF	AGG BASE CRSE, TB, 2" SPL		\$ 8.58	\$ 43,852.38	\$ 2.30	\$ 11,755.30	\$ 2.41	\$ 12,317.51		\$ -
1	LS	LANDSCAPING		\$ 29,936.49	\$ 29,936.49	\$ 10,600.00	\$ 10,600.00	\$ 7,765.63	\$ 7,765.63		\$ -
1	EA	ABANDON & FILL EX MH		\$ 484.43	\$ 484.43	\$ 2,500.00	\$ 2,500.00	\$ 2,270.15	\$ 2,270.15		\$ -
24	FT	CURB WALL REMOVAL		\$ 48.93	\$ 1,174.32	\$ 60.00	\$ 1,440.00	\$ 14.48	\$ 347.52		\$ -
24	FT	CURB WALL		\$ 96.83	\$ 2,323.92	\$ 165.00	\$ 3,960.00	\$ 78.55	\$ 1,885.20		\$ -
1242	SY	EX & PLACE TOPSOIL, VAR D		\$ 10.81	\$ 13,426.02	\$ 10.00	\$ 12,420.00	\$ 11.22	\$ 13,935.24		\$ -
		BASE BID - TOTAL COST W/O ALT #1			\$ 831,408.86		\$ 810,473.45		\$ 678,198.26		
1	LS	ALT BID #1- PVT REM CREDIT		\$ (77,633.37)	\$ (77,633.37)	\$ (25,000.00)	\$ (25,000.00)	\$ (19,000.00)	\$ (19,000.00)		\$ -
TOTAL COST WITH ALT 1					\$ 753,775.49	\$ 785,473.45		\$ 659,198.26		\$ -	

CITY OF GALESBURG				REVISED BID			
Purchasing							
Operating Under Council- Manager Government Since 1957							
Irwin Street Reconstruction				BIDDER NAME: Gunther Construction; a div of UCM			
Section: 23-00577-01-RP				BIDDER ADDRESS: 816 N Henderson Street			
Bid Date: 7/5/2023				CITY/STATE/ZIP: Galesburg, IL 61401			
ATTENDED BY: Miller/Gavin				BID SECURITY: BB			
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
2403	SY	GEO FAB FOR GROUND STA		\$ 2.13	\$ 5,118.39	\$	-
265	SY	AGG BASE CRSE, TY B, 2"		\$ 17.09	\$ 4,528.85	\$	-
2403	SY	AGG BASE CRSE TYB 6"		\$ 18.33	\$ 44,046.99	\$	-
0	SY	PCC BASE CRSE, 7"		\$ 121.91	\$ -	\$	-
211	LBS	POLY BIT MAT (TACK COAT)		\$ 1.20	\$ 253.20	\$	-
17	TON	PHMA BC IL 9.5 N50		\$ 618.67	\$ 10,517.39	\$	-
17	TON	PHMA SC MIX D N50		\$ 618.67	\$ 10,517.39	\$	-
1901	SY	PCC PAVEMENT, 7"		\$ 61.46	\$ 116,835.46	\$	-
265	SY	PCC DRIVEWAY PVT, 6"		\$ 81.77	\$ 21,669.05	\$	-
4065	SF	PCC SIDEWALK 4"		\$ 11.30	\$ 45,934.50	\$	-
880	SF	PCC SIDEWALK 6"		\$ 14.94	\$ 13,147.20	\$	-
166	SF	PCC SIDEWALK 8"		\$ 51.18	\$ 8,495.88	\$	-
56	SF	DETECTABLE WARNING		\$ 31.78	\$ 1,779.68	\$	-
277	SY	PAVEMENT REMOVAL		\$ 34.68	\$ 9,606.36	\$	-
210	SY	DRIVEWAY PVT REMOVAL		\$ 21.31	\$ 4,475.10	\$	-
1303	FT	CCC&G REMOVAL		\$ 7.06	\$ 9,199.18	\$	-
5272	SF	SIDEWALK REMOVAL		\$ 3.29	\$ 17,344.88	\$	-
293	FT	STORM SEWR CL B, TY 1, 12"		\$ 106.01	\$ 31,060.93	\$	-
77	FT	STORM SEWR CL B, TY 2, 12"		\$ 110.21	\$ 8,486.17	\$	-
92	FT	STORM SEWER REM, 12"		\$ 20.99	\$ 1,931.08	\$	-
2	EA	MH, TY A 4' DIA, TY 3 F&G		\$ 6,612.54	\$ 13,225.08	\$	-
1	EA	MH, TY A 5' DIA, TY 3 F&G		\$ 11,020.89	\$ 11,020.89	\$	-
6	EA	INLET, TY A, TY 3 F&G		\$ 3,463.71	\$ 20,782.26	\$	-
4	EA	INLET, TY B, TY 3 F&G		\$ 3,463.71	\$ 13,854.84	\$	-
5	EA	MANHOLES TO BE ADJ		\$ 1,074.47	\$ 5,372.35	\$	-
1	EA	MH ADJ W/NEW TY 3 F&G		\$ 2,470.16	\$ 2,470.16	\$	-
5	EA	INLET REMOVAL		\$ 682.25	\$ 3,411.25	\$	-
1312	FT	CCC&G TY B6.18		\$ 49.01	\$ 64,301.12	\$	-
1	LS	MOBILIZATION		\$ 20,672.72	\$ 20,672.72	\$	-
1	LS	TRAFFIC CONT & PROT, SPL		\$ 7,183.96	\$ 7,183.96	\$	-
86	CY	TRENCH BACKFILL SPL		\$ 141.70	\$ 12,186.20	\$	-
1	LS	CONSTRUCTION LAYOUT		\$ 4,809.81	\$ 4,809.81	\$	-
1594	SY	PAVEMENT REMOVAL SPL		\$ 44.96	\$ 71,666.24	\$	-
5111	SF	AGG BASE CRSE, TB, 2" SPL		\$ 2.41	\$ 12,317.51	\$	-
1	LS	LANDSCAPING		\$ 7,765.63	\$ 7,765.63	\$	-
1	EA	ABANDON & FILL EX MH		\$ 2,270.15	\$ 2,270.15	\$	-
24	FT	CURB WALL REMOVAL		\$ 14.48	\$ 347.52	\$	-
24	FT	CURB WALL		\$ 78.55	\$ 1,885.20	\$	-
1242	SY	EX & PLACE TOPSOIL, VAR D		\$ 11.22	\$ 13,935.24	\$	-
		BASE BID - TOTAL COST W/O ALT #1			\$ 654,425.81		
1	LS	ALT BID #1- PVT REM CREDIT		\$ (19,000.00)	\$ (19,000.00)	\$	-
TOTAL COST WITH ALT 1					\$ 635,425.81	\$	-

**CITY OF GALESBURG
COUNCIL LETTER
JULY 17, 2023**

AGENDA ITEM: Bids for widening and resurfacing a section of the Lake Storey multi-use path.

SUMMARY RECOMMENDATION: The Interim City Manager, Interim Director of Public Works, Director of Parks and Recreation and Purchasing Agent recommend approval of the bid in the amount of \$72,416.38 from Gunther Construction, a div of UCM.

BACKGROUND: This contract will require the contractor to widen and resurface a portion of the existing asphalt path on the north side of Lake Storey. The path is currently 5 feet wide and will be widened to 10 feet and then overlaid with new asphalt. A similar project was completed on a 500-foot section of the path in 2020. This project will start where the last project ended and widen an additional 575 feet, terminating at Somerset Drive. This project works towards the goal of improving the entirety of the existing path on the north side of Lake Storey. The City received a \$25,000 grant from Knox County's American Rescue Plan Act (ARPA) funds to fund a portion of the project.

The project was advertised in the Register Mail and on the City's website. Eight (8) bid proposals were sent out and two (2) bids were received. The low bidder for the project was Gunther Construction of Galesburg, IL in the amount of \$72,416.38. The bid for this project was not within the estimated amount anticipated for the work and the bid is more than the \$50,000 budgeted for this project. Parks and Recreation budgeted for several projects out of the Utility Tax Fund in 2023 that came in under budget, including the bathroom at the East Boat Ramp and the seal coat project. It is proposed to utilize these remaining budgeted funds for this project. City staff recommend approval of the bid in the amount of \$72,416.38. It is anticipated the project would begin in August and the Contractor has 15 working days to complete the work.

BUDGET IMPACT: Sufficient funds are budgeted for this work in the Utility Tax Fund (Fund 59) and the Grant Fund (Fund 13). The City will be reimbursed \$25,000 from Knox County's ARPA funds.

SUPPORTING DOCUMENTS:

1. Vendors contacted
2. Bid Tabulation

VENDORS CONTACTED:

Gunther Construction Co., Galesburg, IL
Brandt Construction, Milan, IL
McCarthy/Foley, Davenport, IA
Valley Construction Co., Rock Island, IL

Advanced Asphalt, Princeton, IL
Beniach Construction Co., Inc., Tuscola, IL
DMS Contracting, Inc., Mascoutah, IL
Helm Civil, Freeport, IL

CITY OF GALESBURG											
Purchasing											
Operating Under Council- Manager Government Since 1957											
Lake Storey Path Widening				BIDDER NAME:		Gunther Construction; a div of UCM		Brandt Construction Co			
Section: 23-01502-49-BT				BIDDER ADDRESS:		816 N Henderson St		700 4th Street West			
Bid Date: 7/5/2023				CITY/STATE/ZIP:		Galesburg, IL 61401		Milan, IL 61264			
ATTENDED BY: Miller/Gavin				BID SECURITY:		BB		BB			
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
265	SY	AGG BASE SCE B 4		\$ 97.26	\$ 25,773.90	\$ 80.00	\$ 21,200.00				
466	POUND	P BIT MATLS TACK CT		\$ 3.37	\$ 1,570.42	\$ 10.00	\$ 4,660.00				
24	TON	P HMA BC IL-9.5 N50		\$ 530.06	\$ 12,721.44	\$ 675.00	\$ 16,200.00		\$ -		\$ -
54	TON	P HMA SC "D" N50		\$ 314.63	\$ 16,990.02	\$ 500.00	\$ 27,000.00		\$ -		\$ -
16	SY	PAVEMENT REMOVAL		\$ 34.30	\$ 548.80	\$ 90.00	\$ 1,440.00		\$ -		\$ -
16	FT	PIPE CULVERT REMOVAL		\$ 60.23	\$ 963.68	\$ 90.00	\$ 1,440.00				
21	FT	P CUL CL D 1 10		\$ 165.85	\$ 3,482.85	\$ 130.00	\$ 2,730.00		\$ -		\$ -
1	LSUM	MOBILZATION		\$ 2,288.43	\$ 2,288.43	\$ 4,900.00	\$ 4,900.00		\$ -		\$ -
1	LSUM	LANDSCAPING		\$ 8,076.84	\$ 8,076.84	\$ 6,000.00	\$ 6,000.00		\$ -		\$ -
TOTAL COST					\$ 72,416.38		\$ 85,570.00		\$ -		\$ -

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Approval for the installation of fiber optic cable at various locations.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Finance & Information Systems, Director of Parks and Recreation, Information Systems Supervisor, and Purchasing Agent recommend Quick Electrical Contractors Inc's proposal to install fiber optic cabling at various locations in the amount of \$48,160.00.

BACKGROUND: This fiber communications project is part of an ongoing effort to expand the city's existing fiber optic network to enhance bandwidth and communications capabilities to city facilities. Part of this initiative builds off of the fiber network expansion to the Hawthorne water tower completed 2018. Internal, secure high-speed communications would be added to the following facilities:

- Hawthorne Pool
- Forestry Building
- East Linwood Cemetery

This initiative would be the foundation for other initiatives that are currently planned or being considered. Some of these initiatives may include:

- Wireless capability and phone connection at Hawthorne Pool
- WiFi and video surveillance expansion throughout the area

This proposal included the boring and the installation of hand holes, conduit and fiber to each location as well as the penetration of each building to land the fiber inside each facility at an appropriate location as specified in the request for proposal. All splicing, configuration, and testing of the fiber would be done by city personnel. An optional fiber run and two optional ethernet runs were also included in the proposal. The optional fiber install would connect E. Linwood Cemetery to the corner of Main St and Linwood Rd. Option #1 included the installation of ethernet to the Forestry building for future camera installation. Option #2 included the installation of ethernet to the Hawthorne Pool allowing for wireless internet and phone connection.

There were three total RFP responses. They were as follows:

Company	Quick Electrical Contractors Inc	KCOM	IHC Companies	Terracon Group (DVBC Inc)
Base	\$44,660.00	\$64,272.00	\$52,915.00	No Pricing Submitted
Optional Fiber Install	\$14,588.00	\$19,693.00	\$13,566.00	
Option 1 – Ethernet Run	\$6,527.00	\$3,775.55	\$11,746.00	
Option 2 – Ethernet Run	\$3,500.00	\$2,661.13	\$31,200.00	

In all of the proposals, the base project included three fiber segments connecting the Hawthorne Pool, the Forestry building, and East Linwood Cemetery. The best price for the base project was submitted by Quick Electrical Contractors Inc in the amount of \$44,660.00 which is budgeted in the utility tax fund. The optional ethernet run #2 is essential to open and operate Hawthorne Pool and will be included in this project in the amount of \$3,500.00 and will be paid using Park and Recreation funds. The two projects combined equal the overall project cost of \$48,160.00.

BUDGET IMPACT: There are sufficient funds in the Utility Tax Fund (59) and Park and Recreation Fund (019) for this purchase.

SUPPORTING DOCUMENTS:

1. None

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Bid for sealing Parking Lot's O, F, B, Voyles West, and the Lake Storey Pavilion.

SUMMARY RECOMMENDATION: The Interim City Manager, Interim Public Works Director, Director of Parks and Recreation and Purchasing Agent recommend approval of the bid in the amount of \$22,255.91 from Johnson Trucking & Blacktopping of Gilson, IL.

BACKGROUND: This contract requires the Contractor to apply a double coat of emulsion sealer to the existing asphalt surface of the City parking lots. Parking Lot B will be staged so that only half of the parking lot is sealed at a time. The City Street Division will do patching and crack sealing of the lots prior to the sealing as well as the restriping of the parking lots after they are sealed.

Four (4) bid proposals were sent out and two (2) bids were received. The low bidder for the project was Johnson Trucking and Blacktopping of Gilson, IL in the amount of \$45,340.90. The Lake Storey Pavilion parking lot was included in the bid, and it is recommended to remove that location from the project. The funds for sealing the Lake Storey Pavilion parking lot would instead be used for the project to widen a portion of the multi-use path on the north side of Lake Storey. That project was also recently advertised for bid, and the bids were over the amount budgeted for that project. Sealing the Lake Storey Pavilion parking lot will be budgeted for in a future year. City staff recommend approval of the revised bid in the amount of \$22,255.91.

BUDGET IMPACT: There are sufficient funds for this work from the City Gas Tax fund (14) and the Utility Tax fund (Fund 59).

SUPPORTING DOCUMENTS:

1. List of Bidders
2. Bid Tabulation
3. Revised Bid

Bids sent to:

Porter Brothers Asphalt & Sealing, Inc., Rock Falls, IL
Superior Asphalt, Woodhull, IL
Johnson Trucking & Blacktopping, Gilson, IL
Spoon River Blacktop, Lewistown, IL

CITY OF GALESBURG Purchasing Operating Under Council- Manager Government Since 1957											
2023 Parking Lot Seal Coat Section: 23-01003-60-GM Bid Date: 7/5/2023 ATTENDED BY: Miller/Gavin				BIDDER NAME: Taza Contruction Inc DBA Tiles in Style LLC BIDDER ADDRESS: 16940 Vincennes Ave CITY/STATE/ZIP: South Holland, IL 60473 BID SECURITY: BB		Johnson Blacktopping 1048 Kellogg St Gilson, IL 61436 BB					
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
19,294	SY	EMULSION COVER COAT, 0.15 GAL/SY		\$ 2.69	\$ 51,900.86	\$ 1.30	\$ 25,082.20				
19,294	SY	EMULSION SEAL COAT, 0.08 GAL/SY		\$ 1.39	\$ 26,818.66	\$ 1.05	\$ 20,258.70				
TOTAL COST				\$ 78,719.52		\$ 45,340.90		\$ -		\$ -	

CITY OF GALESBURG				REVISED BID					
Purchasing Operating Under Council- Manager Government Since 1957									
2023 Parking Lot Seal Coat				BIDDER NAME: Johnson Blacktopping					
Section: 23-01003-60-GM				BIDDER ADDRESS: 1048 Kellogg St					
Bid Date: 7/5/2023				CITY/STATE/ZIP: Gilson, IL 61436					
ATTENDED BY: Miller/Gavin				BID SECURITY: BB					
QTY	UNIT	ITEM		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
9,471	SY	EMULSION COVER COAT, 0.15 GAL/SY		\$ 1.30	\$ 12,311.78				
9,471	SY	EMULSION SEAL COAT, 0.08 GAL/SY		\$ 1.05	\$ 9,944.13				
TOTAL COST					\$ 22,255.91	\$ -	\$ -		

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Bid recommendation, For the Sale of City Owned Property located at 905 Maple Ave.

SUMMARY RECOMMENDATION: The Interim City Manager, Director of Community Development, Code Compliance Supervisor, and Purchasing Agent recommend that the City Council reject the sole bid for the sale of 905 Maple Ave.

BACKGROUND: At the June 5, 2023 City Council meeting, an ordinance was approved directing the sale of a City-owned lot located at 905 Maple Ave. Formal bid documents were developed and advertised in the Register Mail and posted on the City website. Twelve RFB's were initially mailed to various firms and an additional nine were requested per the advertisement.

One bid for \$100 was received and opened at the July 3, 2023 council meeting.

The recommendation to reject of the sole bid for the property is based on the following reasons:

- Upon taking ownership of the property, the city has incurred approximately \$90,000 in maintenance costs and the bid does little to recoup any of those expenses.
- Bid does include an estimated cost breakdown in Section 2 of the letter but seems to be incomplete. For example, the developer mentions 7 full-time and 15 part-time staff but no payroll estimates or how they will be funded. There are also no future operational expenses shown.
- The RFP requested evidence of developer's financial capability to both start and complete the project. In Section 3 the developer states they do not have significant financial resources to initiate the project.
- The city reserves the right to accept or reject any or all bids, and by doing so will allow the City an opportunity to seek a more economically feasible alternative.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Development Bid Form

CITY OF GALESBURG, ILLINOIS

BID FORM**DEVELOPMENT PLAN BID****Purchase of City-owned Property**

NAME OF BIDDER: Wynkoop Group, Ltd
 BIDDER'S ADDRESS: 357 Fair Acres Drive Galesburg, IL 61401
 TELEPHONE NUMBER: 309-992-8300 DATE OF BID: 7-3-2023
 E-MAIL ADDRESS: agwynkoop@gmail.com

The Bidder above mentioned declares and certifies:

- First - That no officer, employee or person whose salary is payable in whole or in part from the City of Galesburg is directly or indirectly interested in this bid or in any portion of the profits thereof.
- Second - That this bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose; and, is in all respects, fair and without collusion or fraud.
- Third - That said bidder has carefully examined the Instructions of Bidders and the Specifications, and will if successful in this bid, comply with all Instructions and Specifications and within the time stated.
- Fourth - That the said bidder declares that this bid for the City-owned properties, as described in the Specifications, and which meets the requirements as set forth in the Instructions to Bidders and the Specifications aforementioned is:

- (A) Bid price for Tract A: 905 Maple Ave: \$ 100
- (B) Proposed use for property: please see attached
development plan bid for a Makerspace /
community creative Hub / Business Incubator

(A Development Plan covering items in Item N of specifications must be attached on a separate piece of paper. Also, attach signed and notarized Disclosure of Ownership Interests Form.)

Wynkoop Group, Ltd.
 Person, Firm or Corporation

By:  owner Amy Wynne
Authorized Signature and Title Owner

Note: Provide certified copy of the Board resolution, if applicable, or other action which is required to authorize submittal of this bid.

Wynkoop Group, Ltd.
Gabriel and Amy Wynkoop
357 Fair Acres Drive
Galesburg, IL 61401
agwynkoop@gmail.com
July 3, 2023

City of Galesburg
55 W. Tompkins St
Galesburg, IL 61401

Dear City Council,

Subject: Proposal for the Development of Churchill Jr High into a Makerspace, Community Creative Hub, and Business Incubator (hereafter referred to as Knox Kneighborspace).

Makerspaces are community-oriented workshops that provide tools, equipment, and materials for people to learn, create, and innovate. They offer a unique environment for hands-on learning, where people of all ages and backgrounds can come together to explore new ideas, experiment with different techniques, and develop their skills. You can kind of think of it like a “Discovery Depot” of sorts for adults. Individuals can come to make and create and display and sell their work. In the past, businesses and individuals have commissioned makers in makerspaces to create pieces for them (e.g., furniture, etc.). A good example of a Makerspace to look at is Hammerspace Hobby in Kansas City (hammerspacehobby.com). We plan to work with them to establish KnoxKneighborspace. We also plan to use the resources available from nationofmakers.us which is an organization specifically developed to promote the creation and sustainment of new Makerspaces.

I am humbly submitting this proposal to request the utilization of Churchill Jr. High for the establishment of a Knox Kneighborspace and a Creative Hub that will empower, educate, and foster creativity within our community. As a lifelong learner with a passion for trying new things and teaching others, my heart is deeply committed to this endeavor. While I may not have significant financial resources, I am devoted to dedicating my diverse experiences, relentless will, and a genuine heart to ensure the success of this project.

1. Narrative Description of Proposed Development:

The envisioned Knox Kneighborspace will serve as a catalyst for innovation, community-building, creative agency, and empowerment. The old woodshop in Churchill Jr High is ideal for hosting a myriad of activities including woodworking, 3D printing, electronics, robotics, and arts & crafts. Furthermore, by adopting Montessori-inspired approaches, this space will enable individuals to explore at their own pace and according to their interests.

By adopting Montessori-inspired approaches, this space will enable individuals to explore at their own pace and according to their interests. The Knox Kneighborspace will offer mentorship programs and tailored workshops, fostering a sense of achievement and self-worth among participants. The space will also include art studios, maker labs, classrooms, and sales/exhibit areas.

Revenue Generation and Sustainability:

- a. **Membership Fees:** We will offer different membership tiers, providing varying levels of access to resources and facilities.
- b. **Workshops and Classes:** Paid workshops and classes will be organized, imparting skills and techniques across diverse domains.
- c. **Equipment Rental:** The space will provide equipment rental services for specialized tools and machinery.
- d. **Event Hosting:** The Knox Kneighborspace will be available for rent as a unique venue for various events.
- e. **Product Sales:** A marketplace will be set up to showcase and sell creations by members and local artists.
- f. **Corporate Partnerships:** We will actively seek partnerships with local businesses for sponsorships and joint initiatives.
- g. **Grants and Funding:** Efforts will be made to secure grants, sponsorships, and funding from governmental and non-profit entities.
- h. **Community Fundraising:** We will engage the community through fundraising events, donation drives, and crowdfunding campaigns.

Community Impact:

The Knox Kneighborspace will act as a nurturing environment for creative minds, providing a sense of belonging and purpose. It will be a foundation for developing future leaders, entrepreneurs, and innovators by giving them the tools they need to express themselves creatively and collaboratively.

2. Estimated Cost Breakdown for the project:

Based on similar Knox Kneighborspace developments, the following is an estimate:

- Renovation and Repair Costs: \$80,000
- Equipment Purchase (3D printers, woodworking tools, etc.): \$120,000
- Technology Infrastructure (Computers, Software, etc.): \$50,000
- Operational Expenses (First Year): \$100,000
- Total Estimated Cost: \$350,000

3. Financial Capacity:

While I may not have significant financial resources to initiate this project, funds will be acquired from multiple avenues. These include investors, corporate partnerships, grants and funding, and community fundraising.

4. Estimated Time Schedule:

From contract award, we expect the project to take around nine to twelve months for completion (of opening of Knox Kneighborspace):

- Planning and Permit Acquisition: 2 Months
- Renovation and Installation: 4-6 Months
- Testing and Commissioning: 1 Month
- Public Opening: 1-3 Months Post Commissioning

5. Anticipated Employment:

The Knox Kneighborspace project will anticipate jobs in following areas:

- Administrative Staff (3 Full-time, 4 part-time)
 - Instructors (at least 5 part-time, and opportunities for freelance work)
 - Facility Management (3 Full-time, 4 part-time)
 - Sales and Marketing (1 Full-time, 2 part-time)
- Total estimated jobs (likely more): 7 Full-time, 15 part-time

6. Special Conditions:

I kindly request the City Council to assist with any zoning, conditional use permit or waivers necessary for the establishment and operation of the Knox Kneighborspace.

7. Site Plan/Layout:

The site plan (attached) outlines the proposed layout, including zones for different activities, office space, restrooms, and potential parking expansion.

8. Signed Bid Form:

The signed bid form is attached. *and addendum*

9. Signed Developer Commitment and Conditions:

The signed developer commitment and conditions form is attached.

10. Notarized Signed Disclosure of Ownership Interests form:

The Notarized signed disclosure of ownership interests form is attached.

11. Additional Possible ideas for future development (will likely take longer than 2 years to implement):

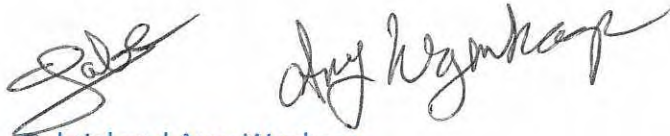
Other thoughts for the Knox Kneighborspace and possible development of Churchill Jr. High, that I will be striving to see come to completion:

- Childcare for members and teachers of the Knox Kneighborspace
- Montessori School for Preschool and Elementary
- Rental of gym space
- Food Truck Market (Parking lot)
- Hosting events
- Mental Health Private Practice
- Use of Commercial Kitchen as a teaching kitchen and rentable space
- Dance studios and theatre classes

In Conclusion, this proposal is an appeal to consider the immense non-monetary value and potential for community transformation that this Knox Kneighborspace offers. With my unwavering commitment and the support of the Galesburg community, this project will be a testament to the power of heart, dedication, and creative agency.

Thank you for considering this proposal. I am available for further discussions and would be honored to be part of this transformative project for our community.

With sincerest regards,

The block contains two handwritten signatures in black ink. The signature on the left is for Gabriel Wynkoop, and the signature on the right is for Amy Wynkoop. Both are written in a cursive, flowing style.

Gabriel and Amy Wynkoop
Wynkoop Group, Ltd.

~~Lincoln Fundamental School~~
~~Rent out the house?~~

~~Roger Ailes~~

~~Ann Knoll~~

ldg - 56 AT-
 play + Park

87,027

99,100

Total acreage 8.05

~~8th & Perry~~

Teaching / rentable
 commercial kitchen

Rentable
 gym

NOTE: DIMENSIONS SHOWN ARE SCALED
 FROM PLANS SUPPLIED BY SCHOOL DISTRICT.

Makerspace

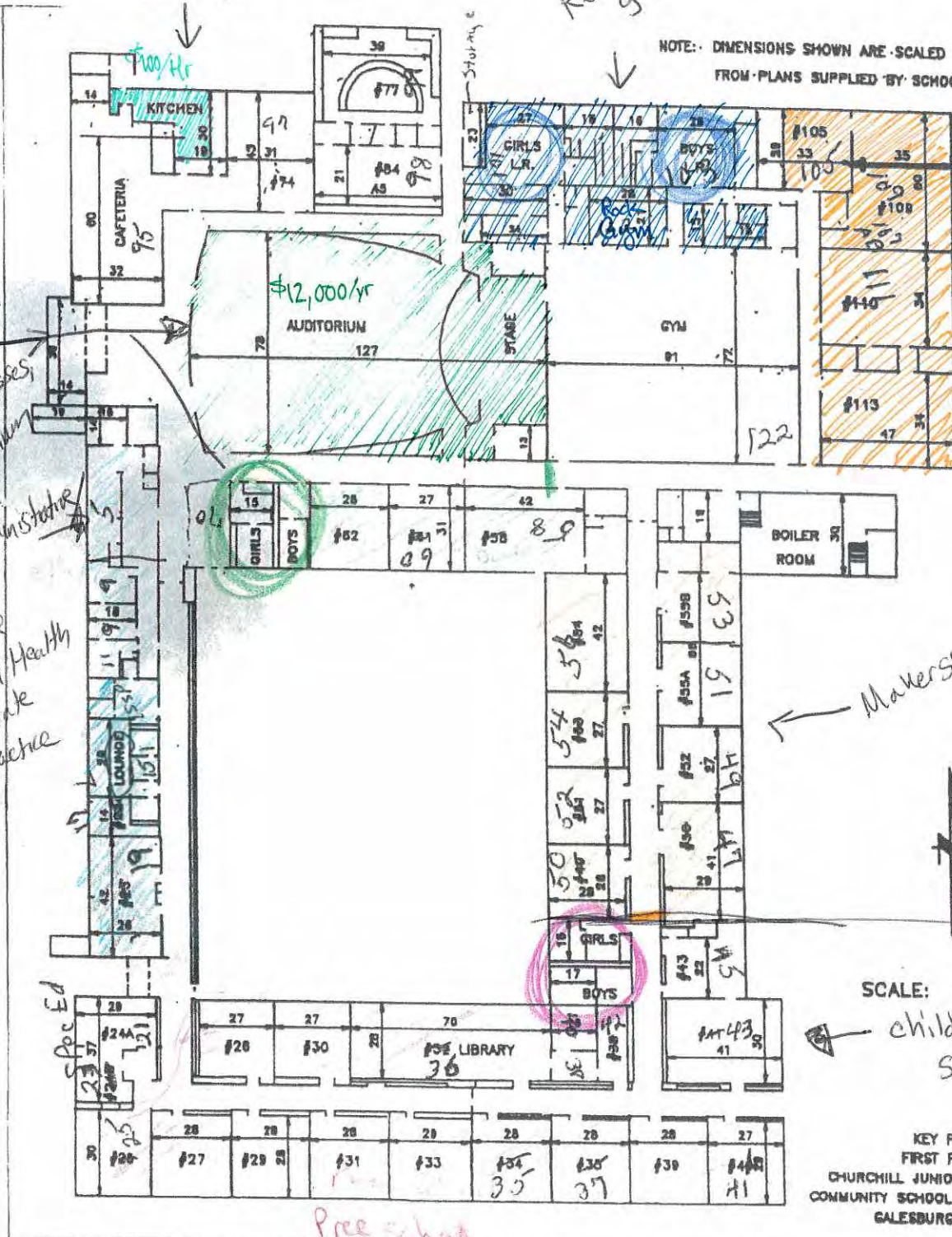
Parking

Performing
 Arts
 Improv classes,
 Rentable
 auditorium

Administrative

Possible
 mental Health
 Private
 Practice

Food Truck Marketplace Lane



SCALE: 1" = 50'

childcare /
 School

Free School

**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Proposal recommendation for architectural/engineering services for Lancaster Park Renovation project.

SUMMARY RECOMMENDATION: The Interim City Manager, Parks and Recreation Director, Interim Public Works Director, and Purchasing Agent recommend approval of a proposal submitted by Farnsworth Group in the amount of \$37,000 to complete the engineering/architectural work on the Lancaster Park Renovation project.

BACKGROUND: The City has been awarded an Open Space and Land Acquisition Development (OSLAD) grant to make improvements to Lancaster Park. The grant award includes funds for architectural/engineering services to complete the design development, construction documents, and bidding services for the project. The scope of the improvements to the park includes constructing a new playground, a shelter, a walking path in the park, parking area and a ½ court basketball court. The engineering/architectural firm will work with City staff to gather public input on the project elements, develop a design for the improvements based on the scope of work in the grant and the public's input, and put together construction documents for bidding the project.

Farnsworth Group provided a proposal for their services based on the scope of work for the project. City staff recommend approval of the proposal from Farnsworth Group in the amount of \$37,000 for engineering/architectural services for the Lancaster Park Renovation project based on a good working relationship and their experience with OSLAD grants and current work on H.T. Custer Park. The overall project budget is \$449,650 with 50% budgeted to come from the OSLAD grant and 50% budgeted for the City's share. The final completion goal is for October 2024.

BUDGET IMPACT: Sufficient funds are budgeted for this work in the 2023 budget in the Grant Fund (Fund 13). The grant requires a 50% local match, therefore \$18,500 will be paid from the Grant Fund and the remaining \$18,500 will be reimbursed by the State from the grant funds awarded.

SUPPORTING DOCUMENTS:

1. Architectural / Engineering Services Proposal
2. Site Development Plan



PROJECT SERVICES AGREEMENT

Lancaster Park

City of Galesburg

July 10, 2023



100 Walnut Street, Suite 200
Peoria, Illinois 61602
p 309.689.9888

www.f-w.com

July 10, 2023

Mr. Aaron Gavin, PE
City Engineer
City of Galesburg
55 W. Tompkins St.
Galesburg, IL 61401

RE: Project Services Agreement for Lancaster Park

Dear Aaron:

Having just undergone the design and bidding process for OSLAD funded HT Custer Park Renovations we are well-positioned to undergo a similar and successful process for Lancaster Park. Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to City of Galesburg ("Client") to provide landscape architectural and engineering design services for Lancaster Park located in Galesburg, Illinois. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

- Provide design and bidding services for improvements to Lancaster Park (0.67 Acres) including Picnic Shelter, Playground, Half-court Basketball, Sidewalks and Parking Lot. Design and budget shall be in compliance with the FY23 OSLAD Grant Application submitted by the City of Galesburg.

Please let me know if there are any questions regarding the scope as we've outlined above. The following pages provide more specific details regarding the scope of work, project approach, project team, etc. Please indicate your acceptance of this Agreement, including the attached Schedule of Charges and General Conditions, by signing and returning one copy for our records. We appreciate your consideration and look forward to working with you on this project.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, reading "Amy L. Wilson".

Amy L. Wilson, PLA|ASLA
Senior Project Landscape Architect

PROJECT OVERVIEW /

Our understanding of the project is based on the following documents and communications:

- FY23 OSLAD Grant Application for Lancaster Park, includes Schematic Layout for recreational amenities.
- Email correspondence with City's Aaron Gavin and Elizabeth Varner on Wednesday, June 21st regarding project scope.
- We understand the overall project budget shall be \$449,650.00.

SCOPE OF PROFESSIONAL SERVICES /

SCOPE OF WORK

Farnsworth Group's scope of work includes a full-service approach within the parameters set by the scope identified within this proposal. We have included landscape architecture, survey, and civil design services, as well as necessary interface with the Client, review agencies, public, and other Client retained consultants and vendors. The scope of work includes the services generally described as follows:

Task 1: Project Kick-Off

Task 1.1 Conduct a kick-off meeting with City staff and Farnsworth team to review tasks, finalize design schedule and milestone dates, review approval processes with City, and confirm an understanding of IDNR administrative requirements throughout the life of the project.

Task 2: Survey & Information Gathering

Task 2.1 Complete boundary and topographic survey of the park site. Farnsworth will provide CAD file to the City upon completion for their future use.

Task 2.2 One site visit to perform site analysis and gather additional pertinent information for park design.

Task 3: Design Development

Task 3.1 50% Design Development Documents

- Utilizing Farnsworth created final base map, a site plan will be developed and submitted for City approval. Site plan will incorporate Owner-selected GameTime playground equipment. AutoCAD blocks for playground equipment will be required from manufacturer.
- Attend Teams meeting with City to review site plan and confirm proposed materials.
- Creation of Design Development Drawing Set to include cover page, existing conditions and demolition, overall site plan, preliminary site grading and utilities, preliminary planting, and details necessary for costing.
- Submit electronic pdf set of drawings to City for review.

Task 3.2 100% Design Development Documents

- Complete Design Development Drawing Set incorporating any comments from City at 50% review.
- Develop an Opinion of Probable Construction Cost.

- Submit electronic pdf set of Design Development drawings and Opinion of Probable Construction Cost to City for review.
- Attend one in-person meeting with the City to review the Design Development Documents.
- Create a rendered overall site plan with graphic legend for presentation purposes.

Task 4: Construction Documents

Task 4.1 90% Construction Documents

- Construction Drawing Set to include cover page, existing conditions and demolition, erosion control, overall site plan, site layout, site grading and utilities, planting, and construction details.
- Project Manual with front end documents, technical specifications, and appendices.
- Submit electronic pdf set of 90% Construction drawings and Project Manual to City for review.
- Attend one in-person meeting with the City to review the Construction Documents.

Task 4.2 100% Construction Documents

- Complete Construction Drawing Set and Project Manual incorporating any City comments from 90% review.
- Deliver electronic pdf's and hardcopies to the City for bidding.

Task 5: Bidding

Task 5.1 Answer bidder questions, and issue addenda if necessary.

Task 5.2 Attend pre-bid meeting at project site.

Task 5.3 Attend bid opening at City Hall.

Task 5.3 Provide letter of Bid Analysis & Recommendation to the City.

DELIVERABLES

The scope of work includes the deliverables for each task generally described as follows:

Task 2: Electronic CAD file of Boundary and Topographic Survey

Task 3: Design Development

- Conceptual site plan
- 50% Design Development Submittal
- 100% Design Development Submittal
- Opinion of Probable Cost
- Rendered Site Plan

Task 4: Construction Documents

- 90% Construction Document Submittal with Project Manual
- 100% Construction Documents with Project Manual

Task 5: Bidding Phase

- Pre-Bid Meeting Sign-In
- Contractor Questions Response
- Addenda
- Bid Analysis & Recommendation

MAIN POINT OF CONTACT /

The Main Point of Contact with Farnsworth Group for this project will be:

Amy Wilson, PLA|ASLA
 Sr. Project Landscape Architect
awilson@f-w.com
 D 309.429.6676
 C 309.202.9658

DESIGN TEAM

The Design Team selected for this project includes the following members:

Principal:	Caius Jennison	Farnsworth Group, Inc.
Landscape Architectural Manager:	Bruce Brown	Farnsworth Group, Inc.
Landscape Architect:	Amy Wilson	Farnsworth Group, Inc.
Survey:	Ken Silverthorn	Farnsworth Group, Inc.
Civil Engineer:	Laura Tobben	Farnsworth Group, Inc.
Electrical Engineer:	Jay Eman	Farnsworth Group, Inc.

PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of **\$37,000.00 (Thirty-seven Thousand dollars)**. Below is a breakdown of the total sum by service category:

Survey	\$ 5,250.00
Design	\$ 26,750.00
Bidding	\$ 4,000.00
Reimbursables (mileage, postage, and presentation printing)	\$ 1,000.00

Additional details regarding payment terms and related policies are included in the attached General Conditions.

If the cost of the project increases significantly after the contract is executed, the fee may be adjusted at that time.

PROJECT TIMELINE /

Work shall begin upon approval of this proposal. The project is being funded in part by an OSLAD grant and must be completed within a design and construction period of 24-months maximum from the date of execution of the IDNR OSLAD Contract as a required condition of the OSLAD grant approval. We understand the timeline of the project to be as follows:

- Project Award July 17, 2023
- External Kickoff July 18, 2023
- Topographic Survey July 28, 2023
- Design Development August 18, 2023
- Construction Documents September 11, 2023
- Bidding December 13 – January 3, 2023
- Council Date January 15, 2024
- Construction Start April 1, 2024
- Substantial Completion October 1, 2024
- Final Completion November 1, 2024

ASSUMPTIONS AND CLARIFICATIONS /

The following assumptions and clarifications support the fees for this proposal.

1. Design Milestone Expectations: Significant rework of deliverables post associated % completion/milestones may require additional services and fees for rework.
2. The number of meetings, site visits or travel included in this proposal are mentioned in the scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.
3. Design revisions required as a result of code changes adopted after delivery of 100% construction documents are not included.
4. Taxes or government fees are not included in the fee but are payable as provided in the General Conditions.
5. This work is expected to commence in July 2023. Significant delays in start date may require reassessing necessary services, schedule, and fees.
6. Permitting services are not included in the fee.
7. As-built drawings are not included; nor are As-Built drawing revisions and reformatting based on contractor provided as-built markups.
8. Detailed construction schedule is not included in the scope.
9. Readily available access to the project site will be provided.
10. Revisions caused by Client, Tenants, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.
11. Construction staking services is not included.
12. Construction administration services, including but not limited to construction observation and project record set for OSLAD IDNR closeout submittal, are excluded in this proposal.
13. Grant administration requirements for IDNR per the OSLAD contract terms shall be provided by the City.

ADDITIONAL SERVICES /

The following services are not included in the fees for this proposal, but may be relevant to the project and can be provided at your request for an additional fee:

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Meetings and/or hearings with Planning and Zoning or City Council.
- Attendance at additional meetings or site visits requested by the CLIENT.
- Assistance with Material Testing.
- Assistance with special inspections.
- Construction Staking.
- Architectural Renderings or special presentation graphics not mentioned herein.
- Design of signage.
- Postings, notifications, and other related services are not included in the proposed scope of work. Farnsworth Group can provide these services as an additional service upon request.

CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth to complete the scope of services outlined above.

- Provide any available pdf and/or AutoCAD drawings of existing surveys, site plan, base drawings, mapping, and exhibits.
- Provide submitted OSLAD application and budget for Lancaster Park.
- All required notifications that originate with the Client (signs, public announcements, etc).
- Payment of any application fees, recording costs, and other fees that could be associated in the scope of the project.
- OSLAD Administrative Requirements.

AGREEMENT /

FARNSWORTH GROUP, INC.


Signature

Bruce A. Brown
Typed Name

Sr. Landscape Architectural Manager
Title

July 10, 2023
Date

CITY OF GALESBURG

Signature

Typed Name

Title

Date



Date: July 10, 2023
 Client: City of Galesburg
 Project: Lancaster Park

GENERAL CONDITIONS

Standard of Care: Services performed by Farnsworth Group under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

Entire Agreement: These General Conditions and the signed document to which they are attached constitute the entire Agreement between Client and Farnsworth Group and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

Precedence: All purchases of Services are expressly limited to and conditioned upon acceptance of this Agreement. The Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Farnsworth Group's services. Any additional or conflicting terms or conditions contained in any purchase order, statement of work, or other document issued by Client will not be binding upon Farnsworth Group and are expressly rejected by Farnsworth Group.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the signed document attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by Farnsworth Group, they shall be based upon the hourly fee schedule annually adopted by Farnsworth Group, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Farnsworth Group. Such fees in the initial year of the Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of the Agreement.

Opinions of Cost: Farnsworth Group's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since Farnsworth Group has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, Farnsworth Group cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

Invoices: Client will pay Farnsworth Group the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Client shall compensate Farnsworth Group for any sales or value added taxes which apply to the services rendered under the Agreement or any amendment thereto. Client shall reimburse Farnsworth Group for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by Client unless agreed to in writing by Farnsworth Group. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, Farnsworth Group shall have the right to suspend all Services, without liability of any kind to Client, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount

will be paid by Client to Farnsworth Group per Farnsworth Group's then current Schedule of Charges. Client will reimburse Farnsworth Group at the rate of cost plus 10% for reasonable meals and travel expenses incurred in connection with travel requested by Client outside the metropolitan area in which the individual employee or contractor of Farnsworth Group normally works.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with the Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and / or otherwise using information (i) when the information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when the information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Compliance with Law: In the performance of services to be provided hereunder, Farnsworth Group and Client agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

Modification to the Agreement: Client or Farnsworth Group may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of Farnsworth Group's compensation, to which Client and Farnsworth Group mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

Notice: All notices required or permitted under this Agreement must be written and will be deemed given and received (a) if by personal delivery, on the date of such delivery, (b) if by electronic mail, on the transmission date if sent before 4:00 pm U.S. central time on a business day or, in any other case, on the next business day, (c) if by nationally recognized overnight courier, on the next business day following deposit for next business day delivery, or (d) if by certified mail, return receipt requested with postage prepaid, on the third business day following deposit. Notice must be addressed at the address or electronic mail address shown below for, or such other address as may be designated by notice by such Party:

If to Client:

City of Galesburg
 Attn: Aaron Gavin
 City Engineer
 City of Galesburg
 55 W. Tompkins St.
 Galesburg, IL 61401
 E-mail: agavin@ci.galesburg.il.us

If to Farnsworth Group:
Farnsworth Group, Inc.
Attn: Amy Wilson
100 Walnut Street, Suite 200
Peoria, IL 61602
E-mail: awilson@f-w.com

With a copy (which will not constitute notice) to:
Farnsworth Group, Inc.
Attn: Chris Payne
100 Walnut Street, Suite 200
Peoria, IL 61602
E-mail: cpayne@f-w.com

Facsimile; PDF Signatures. Execution and delivery of this Agreement by delivery of a facsimile or portable document format ("PDF") copy bearing the facsimile or PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile and PDF copies shall constitute enforceable original documents.

Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Assignment: Client shall not transfer or assign any rights under or interest in the Agreement, without the written consent of Farnsworth Group.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, Client and Farnsworth Group agree that all disputes shall first be negotiated between senior officers of Client and Farnsworth Group for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either Client or Farnsworth Group may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: Farnsworth Group will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. Client and Farnsworth Group are aware that many factors outside Farnsworth Group's control may affect its ability to complete the services to be provided under the Agreement. Farnsworth Group will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: Client or Farnsworth Group may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of Client or Farnsworth Group make normal progress of the work impossible. Farnsworth Group may suspend work in the event Client does not pay invoices when due, and Farnsworth Group shall have no liability whatsoever to Client, and Client agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, Farnsworth Group shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: If either party defaults in performing any of the terms or provisions of the Agreement, and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by Farnsworth Group and / or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. Farnsworth Group and / or any subconsultant shall be deemed the authors and Clients of their respective instruments of service and shall

retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by Farnsworth Group will be at Client's sole risk, and without liability to Farnsworth Group, and Client shall indemnify and hold harmless Farnsworth Group or any subconsultant from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Farnsworth Group to further compensation at rates to be agreed upon by Client and Farnsworth Group.

Subcontracting: Farnsworth Group shall have the right to subcontract any part of the services and duties hereunder without the consent of Client.

Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Farnsworth Group, except as expressly provided herein. Farnsworth Group's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Farnsworth Group because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither Farnsworth Group nor Client shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. Client and Farnsworth Group agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

Right of Entry: Client shall provide for Farnsworth Group's and / or any subconsultant's right to enter property owned by Client and / or others in order for Farnsworth Group and / or any subconsultant to fulfill the scope of services for this Project. Client understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

Recognition of Risk: Client acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at Client's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. Farnsworth Group's and / or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Authority and Responsibility: Client agrees that Farnsworth Group and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Electronic Files Transfer.

(a) Farnsworth Group may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). Client may request Project Files to facilitate Client's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by Farnsworth Group to an alternate system or format cannot be accomplished without the introduction of anomalies and / or errors.

(b) Upon request, Farnsworth Group will supply Project Files to Client upon the

express terms and conditions set forth herein:

(i) The Project Files may not be used for any purpose not related specifically to the Client's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.

(ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and Farnsworth Group is under no obligation to provide Client with any updated version(s) of the Project Files.

(iii) Client acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. Client acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

(c) BIM Digital Files. With regard to the transfer of Building Information Model (BIM) digital files, both Parties agree as follows:

(i) Farnsworth Group will provide only those BIM files created for Client's project. There is no representation the BIM files are comprehensive or comprise a complete model of the building.

(ii) The level of development of the model will be defined consistent with AIA Document G202-2013, as agreed by the parties. After reviewing and verifying the accuracy of the information contained within Farnsworth Group's BIM files, Client is authorized to develop its own model to a higher level of development for its own uses, but, in doing so, expressly agrees to assume all risks associated therewith.

Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. Client agrees to waive any claim against Farnsworth Group and / or any subconsultant, and to indemnify and hold harmless from any claim or liability for injury or loss arising from Farnsworth Group and / or any subconsultant or other persons encountering utilities or other man-made objects that were not called to Farnsworth Group's attention or which were not properly located on documents furnished to Farnsworth Group. Client further agrees to compensate Farnsworth Group and / or any subconsultant for any time spent or expenses incurred by Farnsworth Group and / or any subconsultant in defense of any such claim, in accordance with Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of Project deliverables. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. Client and Farnsworth Group and / or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. Client and Farnsworth Group and / or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for Farnsworth Group and / or any subconsultant to take immediate measures to protect human health and safety, and / or the environment. Farnsworth Group and / or any subconsultant agree to notify Client as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. Client encourages Farnsworth Group and / or any subconsultant to take any and all measures that in Farnsworth Group's and / or any subconsultant's professional opinion are justified to preserve and protect the health and safety of Farnsworth Group's and / or any subconsultant's personnel and the public, and / or the environment, and Client agrees to compensate Farnsworth Group and / or any subconsultant for the additional cost of such measures. In addition, Client waives any claim against Farnsworth Group and / or any subconsultant, and agrees to indemnify and hold Farnsworth Group and / or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. Client also agrees to compensate Farnsworth Group and / or any subconsultant for any time spent and expenses incurred by Farnsworth

Group and / or any subconsultant in defense of any such claim, with such compensation to be based upon Farnsworth Group's and / or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, Client recognizes that Farnsworth Group and / or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will Farnsworth Group and / or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: Client agrees that services performed by Farnsworth Group and / or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by Client's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. Farnsworth Group and / or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. Farnsworth Group and / or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. Farnsworth Group and / or any subconsultant will not be considered an agent of Client and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

Shop Drawing Review: Client agrees that Farnsworth Group and / or any subconsultant shall review shop drawings and / or submittals solely for their general conformance with Farnsworth Group's and / or any subconsultant's design concept and general conformance with information given in the Contract Documents. Farnsworth Group and / or any subconsultant shall not be responsible for any aspects of a shop drawing and / or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. Client represents that the construction contractor and construction subconsultant shall be made aware by Client of the responsibility to review shop drawings and / or submittals and approve them in these respects before submitting them to Farnsworth Group and / or any subconsultant.

LEED Certification and Energy Models: Client agrees that Farnsworth Group and / or any subconsultant do not guarantee the LEED certification of any facility for which Farnsworth Group and / or any subconsultant provides commissioning, LEED consulting or energy modeling services. The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. Farnsworth Group and / or any subconsultant will endeavor to model energy usage very closely to actual usage, but Client agrees that Farnsworth Group and / or any subconsultant will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. LEED certification and the number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth Group does not intend, without its written consent, for the Phase 1 Environmental

Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither Client nor Farnsworth Group, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both Client and Farnsworth Group shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

Personal Liability: It is intended by the parties to the Agreement that Farnsworth Group's services in connection with the Project shall not subject Farnsworth Group's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and / or asserted only against "Farnsworth Group, Inc., an Illinois corporation," and not against any of Farnsworth Group's individual employees, officers or directors.

General Insurance and Limitation: Farnsworth Group is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which Farnsworth Group considers reasonable. Certificates of all insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act by Farnsworth Group. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: Farnsworth Group is covered by professional liability insurance for its professional acts, errors and omissions, with limits which Farnsworth Group considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Farnsworth Group agrees to indemnify and hold Client harmless from loss, damage or liability arising from errors or omissions by Farnsworth Group that exceed the industry standard of care for the services provided. Farnsworth Group shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Farnsworth Group shall not be responsible for any loss, damage or liability arising from any act, error or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which Farnsworth Group has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that Farnsworth Group has no duty to defend Client from and against any claims, causes of action or proceedings of any kind.

ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND FARNSWORTH GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, FARNSWORTH GROUP CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF FARNSWORTH GROUP'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF FARNSWORTH GROUP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF FARNSWORTH GROUP IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR

THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

Subpoenas: Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by Farnsworth Group and / or any subconsultant to subpoenas issued by any party other than Farnsworth Group and / or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date Farnsworth Group's services are completed or terminated.

Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

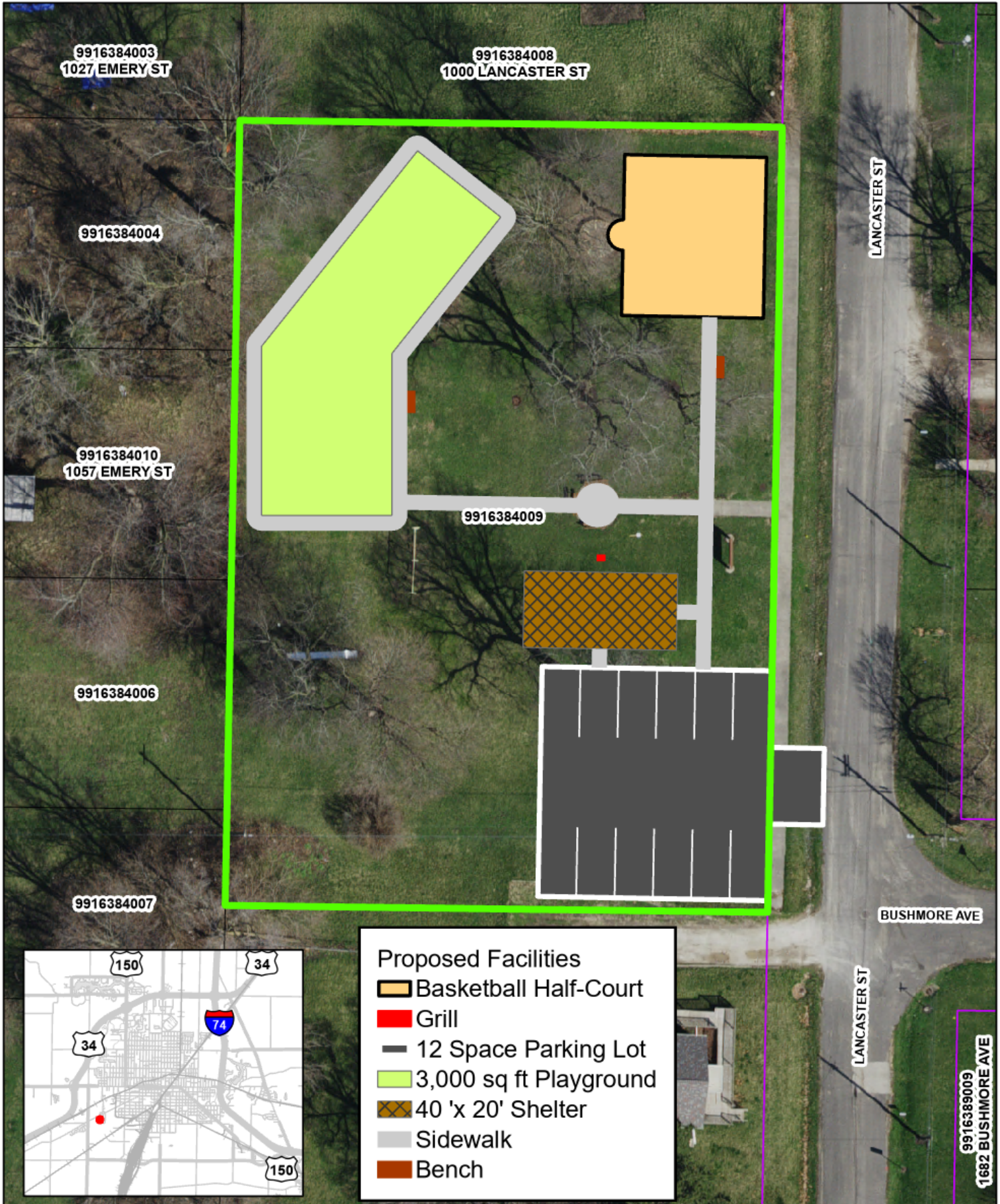
Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.



City of Galesburg Lancaster Park Renovation



**COUNCIL LETTER
CITY OF GALESBURG
JULY 17, 2023**

AGENDA ITEM: Bid recommendation, purchase a 2023 Ford F550 cab/chassis for the Traffic Division.

SUMMARY RECOMMENDATION: The Interim City Manager, Interim Public Works Director, Fleet Superintendent and Purchasing Agent recommend that the City Council approve waiving the normal purchasing policies to purchase a 2023 Ford F550 4x4 cab/chassis provided by Victory Lane Ford, Litchfield, IL for a total cost of \$57,762.00.

BACKGROUND: The Traffic Division currently utilizes a 2002 Ford F550 with a 40 ft aerial unit and 11 ft service body which is scheduled for replacement in 2024. The aerial unit was rebuilt in late 2018 at a cost of \$25,000. At that time, all hoses were replaced inside the insulated boom. Recently, one of those hoses came apart and a temporary repair was made by Drake-Scruggs in Springfield, IL which unfortunately lasted about one hour. The permanent repair requires replacement of the entire hose(s) assembly with an estimated cost of \$8,000-\$15,000. This repair would take approximately two to three months to complete and would not include any other worn components in the aerial unit. Furthermore, waiting another year for a new aerial lift truck is not possible without planning for additional costly repairs.

Currently, this unit is out of service, thus rendering it useless to the Traffic Division forcing them to borrow the aerial lift truck from the Park Division, leaving that division without an aerial lift truck to perform their daily tasks. This entire unit is 23 years old and far beyond its useful life cycle. In the industry of aerial lift trucks, this unit is considered obsolete or, at the very least, not saleable in the used market.

The medium duty work truck market is now in a severe lack of inventory causing customers to wait in excess of one year to receive a medium duty cab/chassis. Fleet truck dealers that traditionally are able to receive units within three to six months are now unable to do so with no market change in the foreseeable future. Additionally, the manufacturers of aerial units and service bodies are behind in filling orders; therefore, finding a new aerial lift truck in inventory is virtually non-existent.

The city has the immediate opportunity to purchase a cab/chassis that meets the required specifications. This cab/chassis was originally ordered for a municipality to build an aerial lift truck but has since cancelled their order. Given the short time frame the cab/chassis may be available, it is proposed to waive the normal purchasing policy and purchase the replacement cab/chassis for the Traffic Division from Victory Lane Ford, Litchfield, IL. If the cab/chassis is no longer available at the quoted price, the city will issue a formal bid proposal in an attempt to secure an aerial lift truck by the end of 2024.

Once the new aerial lift truck is put in production, the city anticipates selling the old unit using Purple Wave online auction to allow for a larger pool of potential buyers. The current value of the aerial lift truck is estimated at \$5,000 which will help offset the cost of the new unit.

The Fleet Superintendent spoke with representatives from Victory Lane Ford to ensure that in fact all areas of the city's request were met. City staff recommend approval of this purchase.

BUDGET IMPACT: There are sufficient funds available in the Vehicle Replacement Fund (58) for this purchase.

SUPPORTING DOCUMENTS:

1. Victory Land Ford Quote

Victory Lane Ford

903 Old Route 66 N - LITCHFIELD, IL 62056

Phone: 217-324-3965

[Back to Agenda](#)

Purchase Date: 07/12/23
Salesperson: Daniel Hogan

Cash Disclosure

Phone: 217-324-3965
Fax: 217-324-4481

Buyer:

City of Galesburg
55 West Tompkins Street
Galesburg, IL 61401
Work: 309-345-3661
Bus. Email: mmiller@ci.galesburg.il.us

Co-Buyer:

Purchased Vehicle

Stock #	Vehicle	Color	Miles	VIN
T23060	2023 FORD F550 SUPER	WHITE	10	1FDUF5HN1PDA02741

Purchases & Fees

Selling Price	Selling Price	\$57,200.00
Fees	DOC	\$347.00
	CVR	\$35.00
	License	\$15.00
	Certificate of Title	\$165.00
Taxes	Tax 1	\$0.00
	Tax 2	\$0.00
	Tax 3	\$0.00
	Total Cash Price	\$57,762.00

Monies Received

Trades	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	Total Trade Net	\$0.00
Down Payment	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	Total Credits	\$0.00
	Total Cash Price	\$57,762.00
	Total Credits (-)	\$0.00
	Balance Due	\$57,762.00

Signature: _____

**CITY OF GALESBURG
COUNCIL LETTER
JULY 17, 2023**

AGENDA ITEM: Power Purchase Agreement (PPA) and Lease with Solential Energy for a Distributed Generation (DG) also known as “behind the meter” photovoltaic (PV) system to supply power to the West Main Street Pumping Station in Galesburg.

SUMMARY RECOMMENDATION: The Interim City Manager, the Interim Director Public Works and Purchasing Agent recommend approval of the proposed PPA with Solential Energy to provide solar power for the City’s West Main Street Pumping Station.

BACKGROUND: Solential Energy proposes to install a solar PV system on city owned ground located at 1094 West Main Street in Galesburg. Solential Energy proposes to provide solar power to the West Main Street Pumping Station for behind the meter use. Any excess energy produced will be put back into the Ameren grid. The PPA requires the City to pay for 100 percent of the power produced from the PV system. The system is sized to produce the amount of electricity the West Main Street Pumping Station uses in a year. However, the power produced by the solar panels depends on the weather and time of the day and will not match up with the times the City needs power to operate the pumping station.

The proposed PV system at the West Main Street Pumping Station is a behind the meter system, not a community solar garden. Solential Energy proposes selling the City the power at a rate of \$0.0421 per KWh with a 0% increase per year. The City currently pays \$0.0548 per KWh for electricity the City uses at the West Main Street Pumping Station. The proposed agreement is projected to save the City an estimated total of \$773,289 in energy costs over the next 25 years assuming a modest estimated power cost increase of 2% per year. For the first year of the agreement the City anticipates saving \$28,473 in electricity costs at the West Main Street Pumping Station.

Solential Energy will lease the ground from the City, install and own the PV system, be responsible for all maintenance of the PV system, and carry insurance on the PV system. The proposed lease agreement at 1094 West Main Street includes an initial annual lease amount of \$300 per acre leased with an annual increase of 1.5% per year. It is estimated that approximately 3.4 acres will be leased at this location with the final acreage being determined after the detailed design has been completed. Once the design has been completed, a legal description for the property leased will be developed and amended to this agreement. The City will have no upfront costs and will pay Solential Energy for the power produced on a monthly basis. The term of the agreement is 25 years with up to two, five year extensions upon both parties’ approval.

BUDGET IMPACT: There is a projected annual savings of \$28,473 the first year with projected increased savings each year for the 25 year period. Over the 25 year period, it is projected for the City to save an estimated \$773,289 in energy costs.

SUPPORTING DOCUMENTS:

1. Power Purchase Agreement

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by and between the City of Galesburg (“**Purchaser**”) and [Solential Energy Solutions LLC] (“**Seller**”) (each a “**Party**” and collectively the “**Parties**”) as of _____, 2023 (the “**Effective Date**”).

Purchaser:	City of Galesburg	Seller:	[Solential Energy Solutions LLC]
Name and Address	City of Galesburg 55 West Tompkins Street Galesburg, Illinois 61401 Attention: Tifani Miller, Purchasing Agent	Name and Address	[Solential Energy Solutions LLC 13277 N Illinois St, Suite 110 Carmel, IN 46032 Attention: James R. Shaw, President]
Phone	309-345-3678	Phone	[317-650-5511]
E-mail	tmiller@ci.galesburg.il.us	E-mail	jshaw@solential.com
Premises Ownership	Purchaser [X] owns [] leases the Premises.	Additional Seller Information	
Tax Status	Exempt governmental entity		
Project Name	Solar Installation-City of Galesburg		

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Pricing
<u>Exhibit 2</u>	System Description, Delivery Point and Premises
<u>Exhibit 3</u>	General Terms and Conditions

IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date.

PURCHASER: CITY OF GALESBURG

SELLER: [SOLENTIAL ENERGY SOLUTIONS LLC]

By: _____
Name: Peter Schwartzman
Title: Mayor

By: _____
Name: James R. Shaw
Title: President

Exhibit 1**Pricing**

1. **Initial Term:** Twenty-five (25) years, beginning on the Commercial Operation Date (as defined in Section 5(d) of **Exhibit 3**) (the “Initial Term”).
2. **Additional Terms:** Up to two (2) terms of five (5) years each beginning on the expiration of the Initial Term (each an “Additional Term”).
3. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0421
2	\$0.0421
3	\$0.0421
4	\$0.0421
5	\$0.0421
6	\$0.0421
7	\$0.0421
8	\$0.0421
9	\$0.0421
10	\$0.0421
11	\$0.0421
12	\$0.0421
13	\$0.0421
14	\$0.0421
15	\$0.0421
16	\$0.0421
17	\$0.0421
18	\$0.0421
19	\$0.0421
20	\$0.0421
21	\$0.0421
22	\$0.0421
23	\$0.0421
24	\$0.0421
25	\$0.0421

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. A payment or performance bond is [] is not [X] being issued to Purchaser under this Agreement. If a payment or performance bond is being issued, Seller may satisfy such obligation by having its installation contractor obtain such bond with respect to the construction contract for the System with Seller named as obligee and Purchaser named as dual obligee (or similar designation) thereunder.
 - b. Interconnection costs for the System will not exceed \$100,000 in the aggregate.
 - c. Statutory prevailing wage rates (e.g., Davis-Bacon) do [X] do not [] apply.
 - d. All prices in this Agreement are calculated based on a REC value of \$0.5099/kwh produced and a Designated System Contract Maximum REC Quantity of at least 14,623 pursuant to the Illinois Adjustable Block Program. For every 4% decrease in the assumed REC value, the Contract Price for each Contract Year reflected above shall be increased by \$0.0022.

e. The Contract Price is inclusive of Seller's Taxes (as defined in Section 3(d) of Exhibit 3) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).

f. Purchaser shall be responsible for mowing, trimming, or pruning all grass and vegetation on the Premises.

5. Contract Price Exclusions. Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:

- a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).
- b. Snow removal, tree removal, tree trimming, mowing, trimming, or pruning grass or vegetation, and any landscape improvements.
- c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
- d. Removal of existing lighting, light poles, or concrete light post bases.
- e. Roof membrane maintenance or reroofing work.
- f. Structural upgrades to the Improvements, including ADA upgrades.
- g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support, and ADA access).
- h. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use, the Premises, and the Improvements, including building plans and specifications.

6. Early Termination Payment Schedule:

Contract Year	Early Termination Payment
1	\$1,911,316
2	\$1,234,749
3	\$1,059,267
4	\$876,617
5	\$686,137
6	\$486,749
7	\$286,252
8	\$257,265
9	\$254,565
10	\$252,151
11	\$250,062
12	\$247,845
13	\$200,400
14	\$135,055
15	\$133,989
16	\$94,885
17	\$84,304

18	\$74,429
19	\$64,098
20	\$53,508
21	\$45,077
22	\$36,324
23	\$27,417
24	\$18,198
25	Fair Market Value

Exhibit 2**System Description, Delivery Point and Premises**

1. **Premises Location:** 920 W. Main Street, Galesburg, Illinois 61401
2. **System Size (DC kW):** 658 kW (DC)
3. **System Description** (Please include the type of Module, Inverter, and Racking that will be used):

[X] Ground Mount [] Roof Mount [] Canopy Structure [] Other: _____

Module: Boviet Solar, BVM7612M-550-H-HC-BF-DG (1000V) (550W)
Inverter: Solectria, XGI 1500-166
Racking: Solar Flexrack

4. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. The Premises, including the Improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the System, which shall be at the Meter (as defined in Section 10(a) of **Exhibit 3**) (the “**Delivery Point**”);
 - d. Access points needed for Seller to install and service the System (*e.g.*, building, access, electrical room, stairs); and
 - e. Construction assumptions (if any).

Schedule A

[INSERT DETAILS]

Exhibit 3

Table of Contents

		Page
1.	Purchase and Sale of Electricity.....	1
2.	Term and Termination	1
3.	Billing and Payment; Taxes	2
4.	Environmental Attributes, Environmental Incentives, and Tax Credits.....	3
5.	Project Completion	3
6.	Installation, Operation and Maintenance	4
7.	Miscellaneous Rights and Obligations of the Parties.....	Error! Bookmark not defined.
8.	Relocation of System	7
9.	Removal of System upon Termination or Expiration	7
10.	Measurement.....	7
11.	Default, Remedies and Damages	7
12.	Representations and Warranties.....	9
13.	Insurance	10
14.	Ownership; Option to Purchase	10
15.	Indemnification; Limitations of Liability and Remedies; Disclaimer of Warranties	11
16.	Change in Law	13
17.	Assignment and Financing.....	13
18.	Confidentiality	14
19.	General Provisions	15

Exhibit 3

General Terms and Conditions

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the electricity output of the System. Any delivery of electricity prior to the Commercial Operation Date (as defined in Section 5(d)) shall be treated as the delivery of limited amounts of test energy and shall not indicate that the System has been put in Commercial Operation (as defined in Section 5(d)) by the delivery of such test energy.

2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the “**Term**”).

 - b. **Additional Terms.** The Parties may agree in writing to extend the term of this Agreement for one or more Additional Term(s) at a Contract Price to be agreed.

 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to the date that Seller or its installation contractor has begun physical installation of the System on the Premises (the “**Commencement of Installation**”), (i) circumstances arise that differ from the assumptions in Section 4 of Exhibit 1 or which have been excluded from Contract Price calculations pursuant to Section 5 of Exhibit 1, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, then Seller may terminate this Agreement by providing ten (10) days’ prior written notice to Purchaser. Neither Party shall be liable for any damages in connection with such termination.

 - d. **Payment Limitations.** If, during the Term of this Agreement, Purchaser is bound or deemed bound by the provisions of any state laws concerning the sufficiency of Purchaser appropriations and the legal ability of Purchaser to enter into binding contracts and agreements with annual obligations in excess of annual Purchaser appropriations (“**Appropriation Bound**”) the provisions of Sections 2(d) – 2(g) of this Agreement shall apply. If Purchaser is Appropriation Bound, Seller and Purchaser hereby expressly acknowledge and agree that the obligation of Purchaser to pay invoices for electricity under this Agreement or otherwise during each fiscal year of Purchaser (each, a “**Fiscal Year**”) will be legally binding solely to the extent of amounts appropriated for and legally available to Purchaser for such purposes during such Fiscal Year. The Parties acknowledge that all payment obligations of Purchaser under this Agreement will constitute currently budgeted expenditures. The Parties acknowledge that all payments obligations of Purchaser under this Agreement will not constitute a general obligation debt, an indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any constitutional or statutory provisions or limitation. Purchaser represents to Seller, and the parties hereto acknowledge that, Purchaser is not Appropriation Bound.

 - e. **Event of Non-Appropriation.** If Purchaser is Appropriation Bound, if by the last day of any Fiscal Year, Purchaser has failed, for any reason, to obtain an appropriation of sufficient legally available amounts to be used to pay invoices for electricity (as provided in this Section 2) that will be due hereunder for and during the next ensuing Fiscal Year, then an Event of Non-Appropriation shall be deemed to have occurred (an “**Event of Non-Appropriation**”). However, the Parties hereto agree that no Event of Non-Appropriation shall be deemed to have occurred if the foregoing failure set forth in this Section 2(e) is cured on or before the thirty-first (31st) day of the Fiscal Year for which such Event of Non-Appropriation shall be deemed to have occurred by enactment of an appropriation providing sufficient legally available amounts to Purchaser, or Purchaser otherwise making sufficient money available, to pay invoices for electricity (as provided in this Section 2) that will be due hereunder for and during such Fiscal Year.

 - f. **Present Expectation.** If Purchaser is Appropriation Bound, it is the present intention and expectation of Purchaser that the applicable budgetary entity, within the limits of available funds and revenues, will make an appropriation of a sufficient amount to fund Purchaser’s obligations hereunder during each Fiscal Year during the Term; provided, however, this expectation of Purchaser shall not be binding upon any future applicable budgetary entity in any future Fiscal Year, except to the extent of any previously appropriated funds. Purchaser shall use good faith efforts to have funds properly budgeted in the general operating expense section of its budget (and not a specific line item),

appropriated, allotted, or otherwise made available for this Agreement (including obtaining legislative and other authorizations for use of such funds) and to satisfy such conditions in a timely manner.

- g. **Notice and Effect of Event of Non-Appropriation.** If an Event of Non-Appropriation occurs, Purchaser shall promptly give notice of such Event of Non-Appropriation (the “NAE Notice”). Within 30 days of Seller’s receipt of an NAE Notice, Seller, in its sole discretion, may: (i) terminate this Agreement and remove the Project, or (ii) continue to operate the Project and deliver the electricity to Purchaser or to a third party or utility company without payment by Purchaser therefore during the applicable Fiscal Year (and each Fiscal Year thereafter until an appropriation of funds is made). If Seller does not provide notice to Purchaser of Seller’s election within such period, Seller shall be deemed to have elected option (ii), provided that, if Seller elects or is deemed to have elected option (ii) it may subsequently change its election at any time upon prior written notice to Purchaser. If Seller elects (or is deemed to have elected) option (ii), all obligations of Purchaser under this Agreement shall remain in full force and effect, except for the obligation to make payment for energy delivered subsequent to the Event of Non-Appropriation. Should Purchaser receive an appropriation for this Agreement during the continuation of the Event of Non-Appropriation, before termination Seller has exercised option (i), Purchaser shall pay such monies to Seller for any amounts due and owing under this Agreement to the extent permissible under applicable law, and such Event of Non-Appropriation shall be deemed not to have occurred. Notwithstanding the occurrence of any Event of Non-Appropriation or the delivery of the NAE Notice, Purchaser will not interrupt or impair the delivery of electricity or jeopardize Seller’s sale, transfer or other monetization of Environmental Attributes, Environmental Incentives, or Tax Credits (each as defined in Section 4). If Seller elects option (i) above, Seller shall cause the System to be disconnected and removed from the Premises and Purchaser shall pay to Seller all reasonable removal costs within 30 days after receiving Seller’s invoice for such removal costs.]

3. **Billing and Payment; Taxes.**

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 for the applicable Contract Year (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 10). Purchaser shall pay, or reimburse Seller for, additional costs or any loss of economic value resulting from items differing from the assumptions set forth in Section 4 of Exhibit 1 or the exclusions set forth in Section 5 of Exhibit 1.
- b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state for the applicable month: (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
- c. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Wall Street Journal Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.
- d. **Taxes.**
- i. **Purchaser’s Taxes.** Purchaser is responsible for the payment of, or reimbursement of Seller for: (i) all taxes assessed on the generation, sale, delivery, or consumption of electricity produced by the System or the interconnection of the System to the utility’s electricity distribution system; and (ii) real property taxes.
 - ii. **Seller’s Taxes.** Seller is responsible for the payment of: income taxes or similar taxes imposed on Seller’s revenues due to the sale of electricity under this Agreement (“Seller’s Taxes”).

4. **Environmental Attributes, Environmental Incentives, and Tax Credits.** Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives, or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing, and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives, and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts to Seller.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation, or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits, and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments, or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state, or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public, or statutory instrumentality, authority, body, agency, bureau, or entity (including the Federal Energy Regulatory Commission or the Illinois Commerce Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (i) investment tax credits, (ii) production tax credits, and (iii) similar tax credits or grants under federal, state, or local law relating to the construction, ownership, or production of energy from the System.

5. **Project Development; Force Majeure; Commercial Operation.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11, and the remaining provisions of this Section 5. Seller's obligations under this Agreement are conditioned upon the satisfaction of the following conditions as determined by Seller: (i) a physical inspection of the Premises and the Improvements, including, if applicable, geotechnical work to confirm the suitability of the Premises and the Improvements for the System, (ii) confirmation that Seller will obtain all applicable Environmental Incentives, Tax Credits, and other economic benefits related to the construction, ownership, and operation of the System, (iii) receipt of all Approvals (as defined below), (iv) real estate due diligence; (v) a subordination and non-disturbance agreement in form and substance satisfactory to Seller (each, an "SNDA") from the owner of the Premises and/or the Improvements and any lienholder with a Lien on the Premises or the Improvements, (vi) Seller securing financing in such amount and upon terms and conditions satisfactory to Seller, and (vii) such other documentation securing Seller's access rights pursuant to Section 7(a) as Seller may request. Seller may terminate this Agreement without further obligation if the foregoing conditions are not satisfied within 180 days of the Effective Date and such termination shall not constitute a Default Event (as defined below).

- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an "Approval"):

- i. any zoning, land use and building permits required for Seller to construct, install, and operate the System; and

- ii. any agreements and approvals from the utility necessary in order to interconnect the System to the Premises' electrical system and/or to the utility's electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such Approvals, including the execution of documents required to be provided by Purchaser to the local utility.

c. Force Majeure.

- i. Force Majeure Event. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations (other than payment obligations) for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- ii. Extended Force Majeure. If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of two hundred seventy (270) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination, and (b) Seller shall remove the System as required under Section 9 (but Purchaser shall reimburse Seller for Seller's removal costs if the Force Majeure Event affects Purchaser and Purchaser elects to terminate this Agreement). If Purchaser elects to terminate this Agreement in accordance with this Section, Purchaser shall pay the applicable Early Termination Payment (as defined in Section 11(b)(iii)). Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the System or other actions by Seller and, prior to expiration of the initial two hundred seventy (270) day period, Seller provides written evidence to Purchaser that it is diligently pursuing such actions, then Purchaser shall not have the right to terminate this Agreement so long as Seller continues to diligently pursue such actions.

"**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the Party claiming a Force Majeure Event, including failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.

- d. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation. The "**Commercial Operation Date**" shall be the date specified in such notice as such date.

"**Commercial Operation**" means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

6. Installation, Operation and Maintenance.

- a. **Seller's Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply in all material respects with all applicable rules, regulations, and local building codes.
- b. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts

to minimize any interruption in service to the Purchaser. Standard scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from Purchaser's breach of this Agreement or the acts or omissions of Purchaser, its agents, employees, or contractors. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. If Seller incurs incremental costs to maintain the System due to conditions at the Premises or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule, and other terms of this Agreement will be, with the prior written consent of Purchaser (which shall not be unreasonably withheld, conditioned, or delayed) equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller.

- c. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours (as defined by the United States National Weather Service in the area where the System is located) during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours undertaken by Seller for maintenance or repairs for which Purchaser is responsible pursuant to Section 6(b) or requested by Purchaser under this Section 6(c) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at least five (5) days in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages exceed the Outage Allowance in a given Contract Year, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount of electricity at the then applicable Contract Rate and any associated lost or recaptured Environmental Incentives or Tax Credits and revenue from lost sales of Environmental Attributes and penalties payments associated with the same.
- d. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair. Purchaser shall regularly mow, trim, and prune all grass and vegetation under, near, and adjacent to the System. Purchaser (i) shall ensure that the Premises remains interconnected to the local utility grid at all times and shall be responsible for all costs incurred in connection therewith (other than any costs set forth as Seller's responsibility in Exhibit 1); and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser.
- e. **No Alteration of Premises.** Purchaser shall not make any alterations or repairs to the Premises or any Improvement which could adversely affect the operation and maintenance of the System without the prior written consent of Seller. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work, and any replacement of the System after completion of Purchaser's alterations and repairs shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

7. **Installation, Operation and Maintenance.**

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility a non-exclusive, irrevocable, sub-licensable license (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is one hundred twenty (120) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of installing, operating, using, maintaining, and removing the System, performing all of Seller's obligations under this Agreement, enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement, including installing, using and maintaining electric lines and equipment, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Premises and/or to the utility's electric distribution system. In addition to the foregoing, if the System shall be ground-mounted and located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, irrevocable, sub-licensable license (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use, maintenance, and removal of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety

and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties to interfere with, such rights or access. The grant of the Licenses hereunder shall survive the termination of this Agreement by either Party. Commencing on the Commercial Operation Date, Seller shall pay Purchaser an annual fee for the Licenses granted hereunder of \$300 per acre necessary to operate the System per Contract Year which annual fee shall increase by 1.5% each Contract Year thereafter. Notwithstanding the foregoing, in no event shall Seller be obligated to pay Purchaser for more than 3.5 acres.

- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. In addition to the foregoing, if the System shall be ground-mounted, Purchaser, at its expense, shall erect a fence satisfactory to Seller on such portions of the Property or the Improvements on which any portion of the System are located in order to exclude Purchaser and others from accessing such areas. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser's breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees, or separate contractors.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause, and where possible, shall not in any way permit, any interference with the System's Insolation, and shall ensure that vegetation on the Premises is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System's Insolation levels as they existed on the Commercial Operation Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall be permitted to use suitably qualified, experienced, and licensed contractors and subcontractors to perform its obligations under this Agreement. Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Premises and the Improvements free and clear of any mortgage, pledge, lien, charge, security interest, encumbrance, or other claim of any nature (each a "**Lien**") on or with respect to the Premises or the Improvements related to such charges, other than those Liens granted hereunder and Liens which Seller is permitted by law to place on the Premises or the Improvements due to non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser from and against all claims, losses, damages, liabilities, and expenses resulting from any Liens filed against the Premises or the Improvements as a result of Seller's breach of its obligations under this Section 7(e), provided that Seller shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises and the Improvements or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises or the Improvements.
- f. **Delivery of Financial Statements.** During the Term, Purchaser shall deliver to Seller (i) its annual audited financial statements within 180 days after the end of each Fiscal Year, (ii) its annual budget for the succeeding Fiscal Year promptly following approval thereof, (iii) proof of appropriation of funds for payments due hereunder with its annual budget, and (iv) such other financial statements and information relating to the ability of Purchaser to satisfy its obligations under this Agreement as may be reasonably requested by Seller from time to time.
- g. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume, or allow to exist any Lien on or with respect to the System. Purchaser shall promptly notify Seller in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to Seller. Purchaser shall indemnify Seller from and against all claims, losses, damages, liabilities, and expenses resulting from any Liens filed against the System.
- h. **Breakdown Notice.** Purchaser shall promptly notify Seller following the discovery by Purchaser of any material malfunction in the operation of the System, an interruption in the supply of electrical energy, or anything else adversely

affecting the System. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.

8. **Relocation of System.**

If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises, the Premises have been destroyed, or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System (other than due to a Default Event by Seller), Purchaser may propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of this Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii) and exercise any and all of its remedies in accordance therewith.

9. **Removal of System upon Termination or Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises (except as set forth below) with a targeted completion date that is no later than one hundred twenty (120) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear), provided that, (i) if the System is ground or canopy mounted, Seller shall not be responsible for the removal of System mounting pads or other support structures, electric/wiring components, or any below grade structures, and (ii) if the System is roof mounted, Seller shall not be responsible for the repair and restoration of the roof or the roof membrane. Purchaser must provide sufficient access, space, and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser may, at its option, remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. **Measurement.**

- a. **Monitoring; Meter.** Purchaser shall provide Seller with a sufficiently high speed internet data line during the Term to enable Seller to monitor the System's performance and record the electric energy generated by the System. The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered electricity output data via the monitoring system installed and maintained by Seller as part of the System. The monitoring system will facilitate Purchaser's reasonable monitoring of the System and communication with Seller for providing alarm notices and related communications. Monitoring of power, energy, condition, weather and sensor data will be available via the software platform and Seller will provide training for its use to Purchaser personnel as reasonably required.
- b. **Meter Calibration.** Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay;
 - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days, the cure period will be extended for a further reasonable period of time (but not beyond ninety (90) days) if the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure and there is no material adverse effect to the Non-Defaulting Party resulting from such extended cure period;

- iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or
- v. Purchaser (i) loses its rights to occupy and enjoy the Premises; or (ii) prevents Seller from installing the System, delivering electric energy from the System, or performing any material obligation under this Agreement.

b. Remedies.

- i. Suspension. Upon the occurrence and during the continuation of a Default Event by Purchaser, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement.
- ii. Termination. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement by providing five (5) days prior written notice to the Defaulting Party; provided, that, if a Default Event under Section 11(a)(iv) occurs, the Non-Defaulting Party may terminate this Agreement immediately.
- iii. Damages Upon Termination by Default. Upon termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the “**Early Termination Payment**”):
 - 1. Termination by Seller. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Early Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Early Termination Payment Schedule set forth in Section 6 of Exhibit 1; (ii) all reasonable costs (including liquidated damages, termination fees or penalties), if any, incurred in connection with the termination of, or default under, any other agreements associated with the System (e.g., third-party contractor agreements, arrangements with the local utility, incentive, rebate, Environmental Incentives or Environmental Attributes sale agreements); (iii) all reasonable costs incurred by Seller in connection with the Default Event (including reasonable attorneys’ fees and costs of dismantling, packing, removing and transporting the System); and (iv) any other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.
 - 2. Termination by Purchaser. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Early Termination Payment payable to Purchaser shall be equal to the sum of (i) the present value (using a discount rate of 7% per annum) of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs (including reasonable attorneys’ fees) reasonably incurred by Purchaser in connection with the Default Event; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Early Termination Payment determined under this Section 11(b)(iii)(2) cannot be less than zero.
- iv. Liquidated Damages. The Parties agree that, if either Party terminates this Agreement prior to the expiration of the Term pursuant to Section 11(b)(ii), actual damages would be difficult to ascertain, and the Early Termination Payment as determined in accordance with Section 11(b)(iii)(1) and Section 11(b)(iii)(2), as applicable, is a reasonable approximation of the damages suffered by Seller or Purchaser, as applicable, as a result of early termination of this Agreement and is not a penalty.

c. Obligations Following Termination. If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Purchaser, unless Purchaser pre-pays the cost of removal and restoration reasonably estimated by Seller.

- d. **Reservation of Rights.** Except in the event of a termination under Section 11(b)(ii) and payment of the Early Termination Payment, if any, determined pursuant to Section 11(b)(iii), nothing in this Section 11 limits Seller's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- e. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Early Termination Payment following a Default Event by Purchaser.
- f. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. **Representations and Warranties.**

- a. **Seller Representations and Warranties.** Seller represents and warrants to Purchaser:
 - i. **Organization; Authorization; Enforceability.** Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of Seller, enforceable against Seller in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. **Authorizations.** Seller has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for Seller to execute and deliver this Agreement and perform its obligations hereunder; and Seller is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
 - i. **Organization; Authorization; Enforceability.** Purchaser is a body politic of the state in which the Premises is located, duly organized and existing under the Constitution and laws of such state, and is authorized under the Constitution and laws of such state to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action of Purchaser's governing body and such action is in compliance with all public bidding and other state and federal laws applicable to this Agreement. This Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. **Authorizations.** Purchaser has obtained all licenses, authorizations, consents, and approvals required by any Governmental Authority or other third party and necessary for Purchaser to execute and deliver this Agreement and perform its obligations hereunder; and Purchaser is in compliance with all laws that relate to this Agreement in all material respects.
 - iii. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises and the Improvements such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises or the Improvements and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any Improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses so that Seller may perform its obligations under this Agreement.
 - iv. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.

- v. Accuracy of Information. All information provided by Purchaser to Seller as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.
- vi. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- vii. Hazardous Substances. To the best of Purchaser's knowledge, there are no Hazardous Substances at, on, above, below or near the Premises or the Improvements.
- viii. Limit on Use. No portion of the electricity generated by the System shall be used to heat a swimming pool.

13. Insurance.

- a. Insurance Coverage. At all times during the Term, the Parties shall maintain the following insurance, as applicable:
 - i. Seller's Insurance. Seller shall maintain or cause the following to be maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (d) workers' compensation insurance as required by law. Seller's coverage may be provided as part of an enterprise insurance program.
 - ii. Purchaser's Insurance. Purchaser shall maintain (a) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and (b) property insurance on the Premises and the Improvements in an amount not less than the replacement value of the Premises and the Improvements. Seller and Financing Parties shall be named as additional insureds under Purchaser's commercial general liability policy. Purchaser's commercial general liability policy shall be endorsed to provide that it is primary.
- b. Policy Provisions. Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. Certificates. Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review, or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- d. Deductibles. Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. Ownership; Option to Purchase.

- a. Ownership of System.
 - i. Ownership; Personal Property. Throughout the Term, Seller shall be the legal and beneficial owner of the System, including all Environmental Attributes, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined in Article 9 of the Uniform Commercial Code.
 - ii. Notice to Purchaser Lienholders. Purchaser shall place all parties having a Lien on the Premises or any Improvement on notice of the ownership of the System and the legal status or classification of the System as personal property. If any Lien on the Premises or any Improvement could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from the lienholder.

- iii. Fixture Disclaimer. If Purchaser is the fee owner of the Premises and the Improvements, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises and the Improvements in the office where real estate records are customarily filed in the jurisdiction where the Premises and the Improvements are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from the fee owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. SNDA. Upon request, Purchaser shall deliver to Seller an SNDA in form and substance satisfactory to Seller to Seller from the owner of the Premises and/or the Improvements and any lienholder with a Lien on the Premises or the Improvements.
- v. Eviction Notice. To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.
- vi. Memorandum. Purchaser shall execute and deliver a memorandum of this Agreement prepared by Seller, and Seller shall have the right to record the memorandum in the real estate records of the county where the Premises is located.

b. Option to Purchase.

- i. Exercise of Option. At the end of the 10th, 15th, and 20th Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Early Termination Payment applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- ii. Fair Market Value. The “Fair Market Value” of the System shall mean the amount that would be paid for the System in place and in use in arm's length transaction between a willing and informed buyer and seller under no compulsion to transact. The Parties shall determine the Fair Market Value by mutual agreement; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Purchaser.
- iii. Title Transfer; Warranties; Manuals. Seller shall transfer good title to the System free and clear of all liens arising by or through Seller to Purchaser upon Seller's receipt of the purchase price together with all taxes due upon such sale and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold “AS IS, WHERE IS, WITH ALL FAULTS” AND SELLER OTHERWISE DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE SYSTEM (OTHER THAN AS TO TITLE AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms. Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and Seller will have no further liabilities or obligations hereunder or with respect to the System.

15. Indemnification; Limitations of Liability and Remedies; Disclaimer of Warranties.

- a. General. Each Party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members,

contractors, agents and employees (collectively, the “**Indemnified Parties**”), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees asserted by a third party (collectively, “**Liabilities**”) resulting from any third party actions relating to (1) the Indemnifying Party’s breach of this Agreement or (2) injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its affiliates, contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).

- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), promptly upon the receipt of information of any possible Claim or the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and any defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. The Indemnifying Party shall not be liable under Section 15(a) for any Claim for which notice is not timely provided to the Indemnifying Party in accordance with this Section 15(b) to the extent such failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.**

- i. **Seller Indemnity.** Seller shall indemnify, defend, and hold harmless all of Purchaser’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iii)) to the extent deposited, spilled, or otherwise caused by Seller or any of its contractors, agents, or employees.
- ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend, and hold harmless all of Seller’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled, or otherwise caused by Seller or any of its contractors, agents, or employees.
- iii. **Notice.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance or any deposit, spill, or release of any Hazardous Substance, at, on, above, below or near the Premises generally. “**Hazardous Substance**” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **NO CONSEQUENTIAL DAMAGES.** EXCEPT WITH RESPECT TO INDEMNIFICATION OF THIRD-PARTY CLAIMS PURSUANT TO THIS SECTION 15, NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS SUBCONTRACTORS, OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE (INCLUDING LOST REVENUES, LOST PROFITS, LOST BUSINESS OPPORTUNITY OR ANY BUSINESS INTERRUPTION) ARISING OUT OF THEIR PERFORMANCE OR NON-PERFORMANCE HEREUNDER EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE PREVIOUS SENTENCE, THE EARLY TERMINATION PAYMENT SHALL BE DEEMED TO BE

DIRECT DAMAGES, AND NOT INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES FOR PURPOSE OF THIS SECTION 15(D)(I).

- ii. ACTUAL DAMAGES. EXCEPT WITH RESPECT TO INDEMNIFICATION OF LIABILITIES AND CLAIMS PURSUANT TO THIS SECTION 15, SELLER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT CANNOT EXCEED THE TOTAL PAYMENTS ACTUALLY MADE BY PURCHASER UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 15(D)(II) WILL APPLY WHETHER SUCH LIABILITY OR CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- e. NO WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO WARRANTY WITH RESPECT TO THE SYSTEM OR THE PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT.
- f. EXCLUSIVE REMEDIES. THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.
- g. Comparative Negligence. Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

16. Change in Law.

- a. Impacts of Change in Law. If Seller determines that a Change in Law (as defined in Section 16(c)) has occurred or will occur that has or may have a material adverse effect on Seller's rights, entitlement, obligations, or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and, at Seller's option, remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. Illegality or Impossibility. If a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser and, at Seller's option, remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- c. "Change in Law" means (i) the enactment, adoption, promulgation, modification, or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations, or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. Assignment and Financing.

- a. Assignment.
 - i. Restrictions on Assignment. Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.
 - ii. Permitted Assignments. Notwithstanding Section 17(a)(i), Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement or the System to (A) any Financing Party (as defined in Section 17(b)), (B) any entity through which Seller is

obtaining financing or capital from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller.

- iii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.
- b. Financing. The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from one or more lenders, investors, or other third parties (each a “**Financing Party**”) in connection with the installation, construction, ownership, operation, and maintenance of the System. In furtherance of Seller’s financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels, provide any opinions of counsel, and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.
- c. Rights of Financing Party. Notwithstanding any provisions to the contrary herein, each Financing Party shall have the following rights:
 - i. Step-In Rights. The Financing Party, as owner or collateral assignee of the System, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of an owner or secured party, as applicable, with respect to this Agreement and the System.
 - ii. Right to Perform. The Financing Party shall have the right, but not the obligation, to pay all sums due hereunder and to perform any other act, duty, or obligation required of Seller hereunder in the time and manner provided hereunder. Nothing herein requires the Financing Party to pay any sums due hereunder or to perform any act, duty, or obligation of Seller hereunder (unless the Financing Party has assumed in writing Seller's obligations under this Agreement), but Purchaser hereby gives it the option to do so.
 - iii. Exercise of Remedies. Upon the exercise of any remedies of the Financing Party, including any sale of the System by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transfer or assignment of this Agreement. Any such exercise of remedies shall not constitute a Default Event under this Agreement.
 - iv. Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Purchaser shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.
 - v. Right to Cure. Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement specifying the condition giving rise to such right, and the Financing Party shall not have cured (or caused to be cured) the condition giving rise to the right of termination or suspension within thirty (30) days after receipt of such notice or (if longer) the periods provided for in this Agreement; provided that if such Default Event by Seller cannot reasonably be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such Default Event within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period. If the Financing Party or its assignee (including any purchaser or transferee) shall acquire title to or control of Seller's assets pursuant to an exercise of remedies by the Financing Party, and shall, within the time periods set forth in this Section 17(c)(v), cure all Default Events by Seller which are capable of cure by a third person or entity existing as of the date of such change in title or control, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.
 - vi. Financing Party a Third Party Beneficiary. Purchaser agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 17(c).

18. Confidentiality.

- a. **Confidential Information.** “Confidential Information” shall include all information of any nature and in any form which at the time or times concerned is not generally known to the public, including, but not limited to, information relating to business and product or service plans, design, financial projections, customer lists, business forecasts, and financial models. To the maximum extent permitted by applicable law, if either Party provides Confidential Information to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
- i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants, Financing Parties, and direct and indirect successors or permitted assignees (collectively, “**Representatives**”). Each Party is liable for breaches of this Section 18 by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party’s option) after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party may be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon, and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the foregoing provisions, Seller is entitled to place signage on the Premises reflecting its association with the System and to disclose the size and location of the System, the name of Purchaser, and the name of the installation contractor in the ordinary course of its business to third parties who agree to keep such information confidential.

19. General Provisions

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.

- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles. Any dispute arising from or relating to this Agreement shall be settled by arbitration in San Francisco, CA. The arbitration shall be administered by the American Arbitration Association in accordance with its arbitration rules, and judgment on any award rendered in such arbitration may be entered in any court of competent jurisdiction. If the Parties agree in writing, a mediator may be consulted prior to arbitration. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys' fees and costs. The obligation to arbitrate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual dispute; (ii) actions to collect payments not subject to a good faith dispute; or (iii) claims involving third parties who have not agreed to participate in arbitration.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or certified or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents, and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party or the other Party's facilities or equipment to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a Governmental Authority that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and, at Seller's option, remove the System in accordance with Section 9.
- h. **Estoppel.** Either Party, without charge, at any time and from time to time, within seven (7) days after receipt of a written request from the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such Party there are then existing any offsets or defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such Party the other Party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- i. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchaser of electricity from the System.
- j. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

- k. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- l. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- m. **No Third-Party Beneficiaries.** Except for Financing Parties and successors and permitted assigns, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other person.
- n. **Counterparts; Electronic Signatures and Records.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

End of **Exhibit 3**



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

TO: City Council

FROM: Mayor Peter Schwartzman

DATE: July 17, 2023

SUBJECT: Community Center Task Force Appointments

The following appointments to the newly formed Community Center Task Force are presented for your consideration.

Mayoral Appointment - Darla Krejci

Ward 1 - Anthony Law III and David Hix

Ward 2 - Cassie Cirimotich and Connie Dennis

Ward 3 - Steve Albert and John Polillo

Ward 4 - Pastor Antonio Franklin Sr. and Del Tolliver

Ward 5 - Maria Salsman and Ted Hoffman

Ward 6 - Jaclyn Smith-Esters and Carl Dortch

Ward 7 - Adam Sampson and Grael Mulata

TOWN OF THE CITY OF GALESBURG

Date: July 17, 2023

Agenda Number: 23-9015

TOWN FUND	<u>\$7,449.37</u>
GENERAL ASSISTANCE FUND	<u>\$6,540.71</u>
IMRF FUND	<u>\$1,387.02</u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$2,442.08</u>
LIABILITY FUND	<u>\$243.74</u>
AUDIT FUND	<u></u>
TOTAL	<u>\$18,062.92</u>

11:41 AM

07/11/23

TOWN of the City of Galesburg - TOWN
TOWN Payment Due Report
 June 28 to July10, 2023

Type	Date	Num	Name	Memo	Due Date	Open Balance
Current						
Bill	06/30/2023	INV325828	OSI	Acct OS10121 Contract Overage for 5/30-6/29	07/18/2023	38.67
Bill	06/30/2023	062623	Ameren Illinois	Acct# 5392319850 Service 5/23 to 6/22/23	07/18/2023	379.15
Bill	06/30/2023	063023	Eagle Enterprises	Cust# 01-17595 9 April/May/June Waste	07/18/2023	184.68
Bill	07/01/2023	2023Dues	TOI Trustees Association	2023 Membership Dues for Trustees	07/18/2023	30.00
Bill	07/05/2023	44	Lora Cleaning	Cleaning Township Buidling 6/14-7/14/23	07/18/2023	320.00
Bill	07/10/2023	0461373	CityGalesburg GROUP INS	August 2023 Group Insurance	07/18/2023	6,496.87
Total Current						7,449.37
1 - 60						
Total 1 - 60						
> 60						
Total > 60						
TOTAL						7,449.37

11:35 AM

07/11/23

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
 June 28 - July 10, 2023

Type	Name	Num	Date	Memo	Amount
Jun 27 - Jul 10, 23					
Bill	Big Lots	3100028284_G15936	07/10/2023	Household Supplies Assist for R	99.10
Bill	Big Lots	3100028283_G15855	07/10/2023	Household Assist for C	49.02
Bill	Big Lots	3100028282_G15904	07/10/2023	Household Assist for C	60.00
Bill	Big Lots	3100028280_G15846	07/10/2023	Household Supplies Assist for	96.05
Bill	Big Lots	3100028278_G15871	07/10/2023	Household Supplies Assist for A	49.78
Bill	Big Lots	3100028275_G15850	07/10/2023	Household Supplies Assist for	71.53
Bill	Big Lots	3100028276_G15853	07/10/2023	Household Supplies Assist for	73.58
Bill	Hy-Vee Main St # 1216	G15928	07/10/2023	G15928 Food Assistance for	48.55
Bill	Hy-Vee Main St # 1216	G15935	07/10/2023	G15935 Food Assist for I	98.95
Bill	Hy-Vee Main St # 1216	G15916	07/10/2023	G15916 Food Assist for C	100.00
Bill	Hy-Vee Main St # 1216	G15894	07/10/2023	G15894 Food Assist for M	99.48
Bill	Hy-Vee Main St # 1216	G15901	07/10/2023	G15901 Food Assist for C	99.61
Bill	Hy-Vee Main St # 1216	G15854	07/10/2023	G15854 Food Assist for	100.00
Bill	Hy-Vee Main St # 1216	G15878	07/10/2023	G15878 Food Assist for F	24.69
Bill	Salvation Army Thrift Store	953_G15902	07/10/2023	G15902 Clothing Assist for C	31.93
Bill	Salvation Army Thrift Store	953_G15898	07/10/2023	G15898 Clothing Assist for I	45.42
Bill	Salvation Army Thrift Store	953_G15831	07/10/2023	G15831 Clothing Assistance for C	49.87
Bill	Salvation Army Thrift Store	953_G15868	07/10/2023	G15868 Clothing Assist for	23.45
Jun 27 - Jul 10, 23					1,221.01

11:34 AM

07/11/23

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
 June 28 - July 10, 2023

	Date	Num	Name	Memo	Paid Amount
Income					
Expense					
601 - Gen Assistance - Food					
	07/05/2023	G15873	Hy-Vee Main St # 1216	G15873 Food Assist for I	24.24
	07/05/2023	G15872	Hy-Vee Main St # 1216	G15872 Food Assist for A	48.82
	07/05/2023	G15844	Hy-Vee Main St # 1216	G15844 Food Assist for K	48.00
	07/05/2023	G15867	Hy-Vee Main St # 1216	G15867 Food Assist for I	73.52
	07/05/2023	G15852	Hy-Vee Main St # 1216	G15852 Food Assist for I	74.16
	07/05/2023	G15851	Hy-Vee Main St # 1216	G15851 Food Assist for I	39.67
Total 601 - Gen Assistance - Food					308.41
602 - Gen Assistance - Rent					
	07/05/2023	24466	LL Mines, Todd	G15925 Shelter Assist for 380 W. First St	340.00
	07/05/2023	24467	LL Finzel, Paul	G15920 Shelter Assist for # 9	340.00
	07/05/2023	24470	LL KCHA	G15915 Shelter Assist for # 323	17.00
	07/05/2023	24472	LL KCHA	G15912 Shelter Assist for # 39	17.00
	07/05/2023	24473	LL Anderson, Charles	G15911 Shelter Assist for 1096 Cedar St	340.00
	07/05/2023	24477	LL KCHA	G15927 Shelter Assist for #22	17.00
	07/07/2023	24486	LL KCHA	G15946 Shelter Assist for E 1009	326.00
	07/07/2023	24487	LL KCHA	G15832 June rent + maint for Apt 402	24.75
Total 602 - Gen Assistance - Rent					1,421.75
603 - Gen Assistance - Utilities					
	07/05/2023	24469	AMEREN ILLINOIS	G15917 Utility Assist for Acct# 9886297096 C	25.81
	07/07/2023	24484	AMEREN PLEDGE	Acct# 68234-59103 G15950 Utility Assist for P	300.70
	07/07/2023	24485	AMEREN PLEDGE	Acct# 6742167028 G15947 Utility Assist for	340.00
	07/07/2023	24488	City WATER Galesburg	G15957 Acct# 017061001 Utility Assist for	115.84
Total 603 - Gen Assistance - Utilities					782.35
605 - Gen Assistance - P & H					
	07/05/2023	7416230...	Shoe Sensation	01014990 - G15795 Clothing Assist for	89.99
	07/05/2023	G15856	Purple Hangar	G15856 Clothing Assist for 2	30.00
Total 605 - Gen Assistance - P & H					119.99
612 - Gen Assistance - Misc/Lndry/Tra					
	07/05/2023	24468	LL KCHA Laundry	G15919 Laundry Assist for apt #323	20.00
	07/05/2023	24471	LL KCHA Laundry	G15914 Laundry Assist for apt #323	20.00
	07/05/2023	24476	LL KCHA Laundry	G15930 Laundry Assist for apt #422	20.00
Total 612 - Gen Assistance - Misc/Lndry/Tra					60.00

11:34 AM

07/11/23

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
June 28 - July 10, 2023

Date	Num	Name	Memo	Paid Amount
614 - Emergency Assistance - Utility				
06/27/2023	24465	City WATER Galesburg	E15908 Emerg Utility Assist Acct# 063746-000 for h	263.83
07/05/2023	24474	AMEREN PLEDGE	Acct# 1660449152 E15924 Emerg Utility Assist for S	363.37
07/05/2023	24475	AMEREN PLEDGE	Acct# 4215410353 E15938 Emerg Assist for	1,000.00
07/07/2023	24483	LL Karban, Miranda	E15945 Emerg Shelter Assist for	1,000.00
Total 614 - Emergency Assistance - Utility				2,627.20
Total Expense				5,319.70
Net Income				-5,319.70

11:45 AM

07/11/23

Accrual Basis

TOWN of the City of Galesburg - IMRF
IMRF Payment Due Report
 June 28 - July 10, 2023

Type	Date	Num	Name	Split	Amount
215 · IMRF WH					
Liability Check	07/10/2023	21220711	I.M.R.F.	106...	-1,387.02
Total 215 · IMRF WH					-1,387.02
TOTAL					-1,387.02

12:01 PM

07/11/23

Accrual Basis

TOWN of the City of Galesburg - SSMC
SSMC Payment Due Report
June 28 - July 10, 2023

Type	Date	Num	Memo	Split	Amount
108 · Cash in Bank - SSMC FUND					
General Journal	07/10/2023	Transfer	Transfer June SSMC to TOWN	106 · Cash in Bank - T...	2,442.08
Total 108 · Cash in Bank - SSMC FUND					2,442.08
TOTAL					2,442.08

11:48 AM
07/11/23
Accrual Basis

TOWN of the City of Galesburg - LIAB
LIABILTY FUND PAYMENT DUE REPORT
June 28 - July 10, 2023

Type	Date	Num	Name	Memo	Split	Amount
109 - Cash in Bank - LIABILITY FUND						
Liability ...	07/07/2023	725282512	Director of Employmen...	acct: 0809072 6/30 Quarterly Wage R...	218 - SUTA Payable	-243.74
Total 109 - Cash in Bank - LIABILITY FUND						-243.74
TOTAL						-243.74