

CITY OF
GALESBURG
ILLINOIS

March 4, 2024

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
March 4, 2024

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

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from February 19, 2024
	Approve	Executive Session Minutes from November 6, 2023

Public Comment

Consent Agenda #2024-04

24-2005	Resolution	Authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications and acceptance of Special Warranty 5333(b) and Certificates and Assurances
24-3004	Bid	Purchase of a utility tractor
24-4013	Approve	Microsoft server licensing and software assurance three-year contract with Connection
24-4014	Approve	Consultant engineering services for material testing for asphalt and concrete for 2024
24-4015	Approve	Agreement with NIU Center for Governmental Studies for strategic planning services
24-5003	Receive	2023 Fire & Police Commission Annual Report
24-8003	Bills and Advance Checks	Approval and warrants drawn in payment of same

Passage of Ordinances and Resolutions

24-1001	Ordinance	Authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications for the period July 1, 2024 through Jun 30, 2025 (First Reading)
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Bids, Petitions and Communications

24-3005	Bid	Purchase of seven snowplows
24-3006	Bid	Annual supply of phosphate inhibitor
24-3007	Bid	Spring brush clean-up

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

24-4016	Approve	Lease amendment with Community Solar Group for the airport solar farm
24-4017	Approve	Urban Ag Grant for Lipanda Foundation
24-4018	Approve	Service contract between the City of Galesburg Transit and Knox College

Town Business

24-9003	Bills
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Closing Comments

Adjournment



CITY COUNCIL MEETING
City Manager's Report
March 4, 2024

CONSENT AGENDA #2024-04

Item 24-2005 Authorizing Transit Grant Applications

Staff recommend approval of a resolution authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications for the period July 1, 2024, through June 30, 2025, and a resolution authorizing the acceptance of Special Warranty 5333(b) and Certificates and Assurances.

Item 24-3004 Purchase of Utility Tractor

Staff recommend approval of the low and best bid submitted by Birkey's Farm Store in the amount of \$50,176.00 with trade for the purchase of a new Case IH Farmall 105A tractor to be utilized by the airport division. The airport division currently utilizes a utility tractor as part of their daily operations to mow and maintain the grounds while pulling a large batwing mower. The unit has served the division well but is beyond its useful life and is in need of replacement. Four bids were received, with Birkey's submitting the low and best bid.

Item 24-4013 Microsoft Server Licensing and Software

Staff recommend approval of a three-year renewal agreement with Connection in the amount of \$44,020.17 (\$14,673.39/yr.) for ongoing Microsoft licensing and software assurance. Four quotes were received, with Connection providing the low and best quote.

Item 24-4014 Consultant Engineering Services for Material Testing

Staff recommend approval of Bruner Cooper & Zuck Inc. and Geotechnics for consultant engineering services for material testing for asphalt and concrete for calendar year 2024. Material testing and inspection are a required aspect of the inspection of public works projects. While City forces do some of the testing, the city does not have the required testing equipment or training to perform the tasks for which quotes were provided. As all quotes were very close in pricing, it is recommended to award this work to both firms and use whichever firm is available to perform the testing on the various projects when needed and the lowest cost firm available will be used.

Item 24-4015 Agreement with NIU Center for Governmental Studies

Staff recommend approval of an agreement with NIU Center for Governmental Studies for strategic planning services. The project will include outreach through interviews and focus groups, data analysis and summarization, and leadership workshop facilitation. It is anticipated the project will begin in April, with the leadership workshop taking place during July, and the

resulting final report prepared by September. The estimated project cost is \$19,900.00 - 22,500.00 and includes all professional/analytical fees and project expenses, including mileage and travel, for all phases of the project. The result of the process will be a thorough discussion of policy and views of the city's most critical goals, objectives, and organizational plans for both the short and long term.

Item 24-5003 Fire & Police Commission Annual Report

The 2023 Fire & Police Commission Annual Report is provided to be received and placed on file with the City Clerk's office.

Item 24-8003 Bills

Bills and advanced checks are submitted for approval. All purchases are made in accordance with purchasing policies, with purchases over \$25,000.00 utilizing the competitive bid process and approved individually by the City Council.

ORDINANCES AND RESOLUTIONS

Item 24-1000 Transit Grant Applications (First Reading)

Staff recommend authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications for the period July 1, 2024, through June 30, 2025, to provide public transportation. The estimated funding amount to be received from the Section 5311 Transit Operating Assistance Program for the upcoming fiscal year is \$351,507.00 Through the Downstate Operating Assistance Program (DOAP) Grant, the State of Illinois reimburses the transit system for up to 65 percent of the total operating expenses. For the SFY25 budget, it is estimated that the city will be reimbursed approximately \$1,977,040.00 through DOAP.

BIDS, PETITIONS AND COMMUNICATIONS

Item 24-3005 Purchase of Seven Snowplows

Staff recommend approval of the bid from Monroe Truck Equipment, in the amount of \$60,266.00 for the purchase of seven snowplows. The street, park, forestry and airport divisions purchased seven pickup trucks in 2023 as part of the scheduled replacements in the vehicle replacement program. The sale included the old snowplow with the trade-in of each unit. The new pickup trucks have now been delivered and require snowplows to be properly put in service as these trucks are instrumental in clearing snow during the winter season. Three bids were received in response to this request, with the low and best bid was submitted by Monroe Truck Equipment. The snowplows are currently in stock and will be delivered by Monroe Truck Equipment to Central Garage for city staff to install onto the pickup trucks. There are sufficient funds available in the Vehicle Replacement Fund (58) for this purchase.

Item 24-3006 Annual Supply of Phosphate Inhibitor

Staff recommend approval of the purchase of phosphate inhibitor from Hawkins, Inc. at a cost of \$0.708 per pound. As required by the Illinois Environmental Protection Agency (IEPA), the Water Division must treat the drinking water with a phosphate inhibitor for corrosion control of lead and copper. A formal bid request was developed requesting a 90% orthophosphate / 10% polyphosphate blend. Five vendors provided a response to this request. While Hawkins, Inc. provided the second lowest bid, the continued use of the product from Hawkins, Inc. will avoid the additional costs to conduct a new comprehensive corrosion study as well as paying for

additional testing of water samples, which would be required by the IEPA if a new proprietary blend is selected. The Water Division has sufficient funds in their budget for this purchase.

Item 24-3007 Spring Brush Clean-up

Staff recommend approval of the bid from JIMAX Landscape LLC in the amount of \$28,300.00 to remove the existing wood waste from the oversize brush drop-off site located on Pickard Road. JIMAX Landscape LLC was the sole respondent to this bid. The city has worked with this vendor in the past and is confident in their capabilities to complete the task. The Forestry Division (15%) and the Refuse Fund (85%) have budgeted sufficient funds for this shared expense.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 24-4016 Lease Amendment with Community Solar Group for the Airport Solar Farm

Staff recommend approval of an amendment to the Community Power Group (CPG) lease, which would add an additional two-year term beginning March 18, 2024, for construction and electric generation to the power grid to begin. The term of the 25-year lease and monthly rent does not start until electric is produced and available to the electric grid. CPG plans to install a 2.0-megawatt solar array on the proposed leased property and has requested additional time for construction to start on the property. Community Power Group will pay \$5,000.00 to the city for the lease extension.

Item 24-4017 Urban Ag Grant for Lipanda Foundation

Staff recommend approval of a \$25,000 Urban Agriculture grant for Lipanda Foundation. The Lipanda Foundation is proposed to lease three vacant lots located at the corner of Ave B and W. First Street from the City for \$1 per year. Two High Tunnel Structures will be erected on the sight. Members of the community will be able to rent plots for \$20 per month. There will be educational workshops, seasonal seedling sales, and a farm to table market to sell excess produce. The grant funds will be utilized for startup costs such as installing a water service, crops, and equipment. If approved the Urban Agriculture grant will be paid from the Planning Fund (054).

Item 24-4018 Service Contract between the City of Galesburg Transit and Knox College

Staff recommend renewal of a service contract between the City of Galesburg Transit and Knox College to provide students, faculty, and staff unlimited rides March of 2024 through February of 2025 for the service contract amount of \$2,500. This service contract would not change any routes or frequency thereof to the Knox campus. The original service contract was established in 2021, The original service contract was established in 2021 and has been negotiated and renewed annually since its inception. Students, faculty, and staff will use their Student/Employee ID to access the buses.

TOWN BUSINESS

Item 24-9003 Town Bills

Respectfully submitted,
Eric Hanson
City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
February 19, 2024
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, Dwight White, Heather Acerra, Sarah Davis, and Steve Cheesman, 7. Absent: Council Member Evan Miller, 1. Also Present: City Manager Eric Hanson, City Attorney Marilyn Dye, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Bonnie Ericson gave the invocation.

Council Member Dennis moved, seconded by Council Member Acerra, to approve the minutes of the City Council's regular meeting from the February 5, 2024, meeting.

Roll Call #2:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

PUBLIC COMMENT

David Warf addressed the Council regarding the loud music and exhaust from cars in his neighborhood on Pine Street. He noted that it is the same people and that he has called the Police and wondered if they could be ticketed for reckless driving. He stated that he is prepared to block the street since he has been living with the noise for three years. He also reported that the vacant house across the street from him, which should have been demolished by now, has people living in it during the night.

Jim Jacobs addressed the Council and stated that Black History Month should be every month, not just February, as there is rich history in our country and every month is "white history month." He noted that the Emancipation Proclamation temporarily ended statutory enslavement of African Americans and over the course of the Civil War, 179,000 black men served. He further stated that the Massachusetts 54th regiment included 30 men from Illinois, 12 of whom were from Galesburg. Almost half of the 600 men of the all-black regiment were killed or wounded. Mr. Jacobs believes that our City should honor the memory of these men from Galesburg.

Council Member Hix moved, seconded by Council Member Dennis, to recess the meeting at 6:09 p.m.

Roll Call #3:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

The meeting resumed at 6:15 p.m.

Mike Spinks, Skate Palace, addressed the Council and thanked the Mayor and Council Member Cheesman for coming out to view the recent graffiti, which he quickly removed. He is aware that the City Council does not plan to provide funding to him, but he wanted to clear up some confusion. He was initially asking for only \$60,000, not the full \$140,000 for the entire project. Mr. Spinks also noted that he wanted to partner with the City in return for the funding. He added that he did send a letter to the City Manager in January 2023 but understands that there was a lot of turnover at that time.

Jaclyn Smith-Esters addressed the Council regarding the crime at Skate Palace. Having a diverse family herself, it shook her to have this hate crime in our community in 2024. She wondered how things like this are still happening in a community that celebrates its history of abolition, embraces the 14th Amendment, follows the Civil Rights Act, and upholds the US Constitution. Yet one month ago, she stated that the City Council voted not to fly the Pride flag and now has chosen not to call a hate crime a hate crime. She asked them to denounce racism and hate for the future of our community and country and that first and foremost their duty as a council member, or anyone who holds an elected office, is to uphold the Constitution. She added that their constituents, community and country are watching.

Louise Wilder addressed the Council and stated that she was the Human Relations Director for the City in the 1960s. She has seen progress in Galesburg and there are black people who work everywhere in town. She has known Council Member Cheesman most of her life and Council Member Acerra is her alderperson, who she would vote for again. She added that we make rules and regulations for people in this community but it's not up to anybody at the Police Department to make people follow those rules. When you see positive things happening in this community, like at the schools, where there are black people in charge and more black people have been hired at City Hall, that is progress. She hoped the Council can continue this progress, specifically highlighting the Gale Scholars program that Council Member Cheesman facilitates, and give credit for what is being done and continue to work on things that still need to be done in our community.

CONSENT AGENDA #2024-02

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

24-2002

Approve Resolution 24-03 authorizing the temporary closure of Main Street for the River 2 River Cruise Night, August 16, 2024.

24-2024

Approve Resolution 24-04 authorizing the temporary closure of Main Street for the 2024 Railroad Days, June 25-30, 2024.

24-8002

Approve bills in the amount of \$1,263,215.50 and advance checks in the amount of \$80,310.90.

Council Member Dennis moved, seconded by Council Member Acerra, to approve Consent Agenda 2024-03.

Roll Call #4:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

24-1000

Council Member Acerra moved, seconded by Council Member Dennis, to approve Ordinance 24-3722 on final reading amending Section 113.043 (C) of Chapter 113 of the Galesburg Municipal Code regarding the limitation on the number of Class C-1 liquor licenses.

Roll Call #5:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

24-3003

Council Member Cheesman moved, seconded by Council Member Davis, to approve the bid from Hein Construction in the amount of \$1,534,000 for phase two renovations of the Hawthorne Pool building. It is expected that work would be complete by the end of August.

Roll Call #6:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

CITY MANAGER'S REPORT

- A. Traffic Advisory Committee report for February.
- B. City Manager Hanson thanked Deputy Chief Seitz and the GFD crews for their work and quick response to the downtown fire earlier today. He also thanked GPD and other departments for rerouting traffic and making public safety a priority.
- C. The City Manager recognized Kraig Boynton, Transit Manager, and his staff for the recent award of seven new paratransit buses. Two of the buses will be electric and will come complete with charging stations, the first in the fleet.
- D. Also noted that a workaround has been identified for the upcoming Polar Plunge this weekend since it is likely that Lake Storey will still be closed. He encouraged everyone to support the event and Special Olympics.

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

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

TOWN BUSINESS

24-9002

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

Fund Title	Amount
Town Fund	\$752.68
General Assistance Fund	\$3,212.11
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	\$4,735.55
Audit Fund	
Total	\$8,700.34

Roll Call #7:

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

Nays: None

Absent: Trustee Miller, 1.

Chairman declared the motion carried.

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

CLOSING COMMENTS

Council Member White echoed what the City Manager said about the buses and feels that they are very important to our community. He also reported that this is Black History Month and he's had conversations with people who feel that African Americans are usually portrayed in relation to slavery but instead they are intelligent, smart people. He encouraged everyone to look into

the history of people such as Dr. Justina Ford, Granville T. Woods, and Frederick McKinley Jones. He also named all the young men who lost their lives from the Massachusetts 54th Regiment that Mr. Jacobs was referring to in his comments from Galesburg, and stated that they are the reason why he wants to fly their battle flag under the American Flag -- to honor their lives.

Council Member Acerra stated that many of the individuals that Council Member White mentioned were wonderful inventors, and one of the things we should celebrate in our country is our patent system, and noted a wonderful exhibit at the Putnam Museum. She further stated that the beauty of our country is that our founding fathers recognized that in order to move forward as a country, we needed to protect those that came up with the concept of intellectual property. Many of the people she heard mentioned tonight were famous inventors and she hoped we could celebrate all the inventors today, including those who are African Americans.

Council Member Davis stated that they have heard several comments tonight, in addition to emails to the City Council, regarding the racist slurs that were graffitied at the Skate Palace. She added that it can sometimes be frustrating to sit in that seat and try to figure out how to respond both personally and as the City Council. She feels that there have been some great suggestions about the moves that they can make as a Council to bring forward proclamations and resolutions again regarding racism. She wants to see a community in a world where the thought of committing a crime like that and saying horrible things like that doesn't even occur to someone. This is a commitment for her to take steps toward bringing back the framework for a resolution or a proclamation to address the recurrence of racism that we are unfortunately seeing in this City. She thanked the community for banding together and making sure that people get taken care of and that those messages get taken down.

Council Member Cheesman stated that Mrs. Wilder is someone that he has the utmost respect for and he thinks that everyone can learn a great deal if they sat down and talked with her. She has a plethora of information and experiences and believes that people's lives would be better from listening to her. He noted that in terms of Mr. Spinks, he absolutely condemns the graffiti and thinks it's important to move to something positive to show that our town has a lot of good things happening. He also stated that yesterday he was able to visit Taste of Candy and read a number of essays and saw many local authors have their works on display.

Council Member Cheesman reiterated that we have a number of athletes and teams, as well as organizations such as the Knox County CEO program, that are making contributions in our community and should make us proud to know that we're in good hands as we go forward with our youth. He also wanted to reinforce what Council Member White and City Manager Hanson talked about with the City's transportation system and its importance in our community. The City continues to do things with the study and is adding services that are going to serve the community well into the future. He also stated that yesterday, in another state, two police officers and a firefighter were killed in the line of duty. His son is a firefighter paramedic in Peoria, and we have a great Galesburg Police Department and Fire Department, and they all put their lives on the line every day. He hopes that we all appreciate their sacrifices and service. He also offered his condolences to Council Member Hix on the death of his mother.

Council Member Hix thanked the Mayor for trying to control the situation tonight where one of the members of the audience who was speaking didn't think he had to follow rules. He commended him for the way he handled it.

Mayor Schwartzman expressed his condolences to Mr. Hix and his entire family. He also thanked Mr. Warf for addressing the Council and appreciates him continuing to keep the Council updated with this difficult situation. He plans to get an update from the City Manager and Police Chief and will contact him later this week. He implored people to be respectful in their neighborhoods.

The Mayor stated that this is Black History Month and he's very proud of all the wonderful events that have occurred thus far. He was at the Support Group for African American Affairs event this past weekend, which was a wonderful event with more than 150 people in attendance. This was just one of the many events that we've had in our community to support black history and African Americans. He stated that the racialization of the graffiti that we saw in our community has been tragic. This was the first time that he had witnessed racialized graffiti and everybody should be horrified at this deplorable act. He assured the community that he spoke with the City Manager immediately afterward and an investigation is underway.

On a very positive note, this month, just since the last time Council met, there was a young woman who became the leading scorer in the history of Silver Streaks basketball, Kiarra Kilgore. The Mayor also thanked Council Member White for his list of names, many who go back generations. We have been seeing on social media, more representation of the generations of the past that have lived in Galesburg, some back hundreds of years. There is a lot of history to be celebrated and the City's 200th anniversary is coming up. As we look back, some of the people in this community have been here for many generations and call Galesburg their home. He added that he is glad he adopted this as his home and his family's home.

Mayor Schwartzman continued by saying that this is a good month to celebrate and that we can do it together united. He thinks that one of the challenges we face in this country is that we're too divided. We have to recognize that we all breathe the same air, we all drink the same water, we all go to the schools in our community, go to the same restaurants, stores, recreational facilities and parks. Finally, he pointed out that he teaches weather courses and he has looked at the forecast for the rest of this month and it is set to be unseasonably warm, so he hopes everyone can enjoy the rest of February.

Council Member Cheesman moved, seconded by Council Member Dennis, to adjourn into executive session at 6:50 p.m. for the purposes of discussing approval of the executive session meeting for September 18, 2023, 5 ILCS 120/2(c)(21) and Litigation 5 ILCS 120/2(c)(11).

Roll Call #8:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

During the Executive Session, Council Member Cheesman moved, seconded by Council Member Dennis, to adjourn the Executive Session at 7:21 p.m.

Roll Call #9:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

There being no further business, Council Member Dennis moved, seconded by Council Member Davis, to adjourn the regular meeting at 7:21 p.m.

Roll Call #10:

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

Nays: None

Absent: Council Member Miller, 1.

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Resolution authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications for the period July 1, 2024 through June 30, 2025 and a Resolution authorizing the acceptance of Special Warranty 5333(b) and Certificates and Assurances.

SUMMARY RECOMMENDATION: The Public Transportation Advisory Commission held a public hearing on February 22, 2024. The commission unanimously recommended the City Council approve the resolutions.

BACKGROUND: Each year the City submits to the Illinois Department of Transportation (IDOT) a grant application for the funding under the Section 5311 Transit Operating Assistance Program and Downstate Operating Assistance Program (DOAP) Grant. It is required as a part of the grant application process to approve Special Warranty 5333(b) which provides Labor Protections and the certificates/assurances which include Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity (EEO) and restrictions on Lobbying. Attached for City Council's consideration are the required resolutions and associated documents.

BUDGET IMPACT: If the resolutions are not approved, the City will not be able to apply for the 5311 or DOAP funds and there would be an estimated shortfall of up to \$351,507 in Federal 5311 funds and up to \$1,977,040 in State DOAP funds to cover transit expenses based upon anticipated expenditures and revenues for the year.

SUPPORTING DOCUMENTS:

1. Resolution authorizing the submittal of 5311 and DOAP applications
2. Resolution accepting Special Warranty 5333(b) and certificates/assurances
3. Special Section 5333(B) Warranty for Application to the Small Urban And Rural Program
4. Certifications and Assurances

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 5311
GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2025, for the purpose of offsetting a portion of the Public Transportation Program operating deficits of the City of Galesburg Public Transportation System.

Section 2. That while participating in said operating assistance program the City of Galesburg will provide all required local matching funds.

Section 3. That the Mayor of the City of Galesburg, is hereby authorized and directed to execute and file on behalf of the City of Galesburg such application.

Section 4. That the Community Development Director, the City Manager and/or the Transit Manager of the City of Galesburg are authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Mayor of the City of Galesburg, is hereby authorized and directed to execute and file on behalf of the City of Galesburg a Section 5311 Grant Agreement (“Agreement”) with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2025.

Section 6. That the Community Development Director, the City Manager and/or the Transit Manager of the City of Galesburg are hereby authorized to provide such information and

to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2025.

PASSED: _____

APPROVED: _____

Approved this _____ day of March, 2024, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE SPECIAL WARRANTY
RELATED TO THE SECTION 5311 GRANT AGREEMENT

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS, a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, the City of Galesburg hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

Section 3. That the Mayor of the City of Galesburg, is hereby authorized and directed to execute and file on behalf of the City of Galesburg such application.

Approved this ____ day of March, 2024 , by a roll call vote as follows:

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

ATTEST:

Peter Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk

Office of Labor-Management Standards (OLMS)

SPECIAL WARRANTY ARRANGEMENT

For Application to Other Than Urbanized and Over-the-Road Bus Accessibility
Projects

PURSUANT TO SECTION 5333(b) OF
TITLE 49 OF THE U.S. CODE, CHAPTER 53
January 3, 2011

The following language shall be made part of the contract of assistance by reference in the Federal Transit Administration's Master Agreement as signed by the grantee:

The terms and conditions set forth below shall apply for the protection of the transportation-related employees in the transportation service area of the Project. As a precondition of the release of assistance by the Grantee/State Agency to any Recipient under the grant, the Grantee shall bind the Recipient to these obligations by incorporating this arrangement into the contract of assistance between the Grantee and the Recipient(s), by reference. If a Grantee fails to comply with the terms of the Warranty and fails to bind a Recipient as a precondition to the release of funds, the Grantee will be a guarantor of the required protections and the Grantee will be required to act as if it were the Recipient of funds unless and until the Grantee is able to secure the retroactive agreement of the Recipient to be bound by the terms of the Warranty.

These protective arrangements are intended for the benefit of transit employees in the service area of the project, who are considered as third-party beneficiaries to the employee protective arrangements incorporated by referenced in the grant contract between the U.S. Department of Transportation and the Grantee, and the parties to the contract so signify by executing that contract. Transit employees are also third party beneficiaries to the protective arrangements incorporated in subsequent contracts of assistance between the Grantee and any Recipient. Employees, or their representative, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

The term "service area," as used herein, includes the geographic area over which the Project is operated and the area whose population is served by the Project, including adjacent areas affected by the Project. The term "Union," as used herein, shall refer to any labor organization representing employees providing public transportation services in the service area of a Project assisted under the grant. The term "employee," as used herein, shall include individuals who may or may not be represented by a Union. The term "Recipient," as used herein, shall refer to any employer(s) receiving transportation assistance under the grant. The term "Grantee," as used herein, shall refer to the applicant for assistance; a Grantee which receives assistance is also a Recipient.

Where the Department of Labor (the Department) deems it necessary to modify the requirements of this Special Warranty Arrangement so that a particular Grantee or Recipient can continue to satisfy the requirements of the statute, the Department will issue a supplementary certification letter setting forth the alternative provisions to be included in the contract of assistance between the Grantee and FTA, by reference. These terms will be made binding upon the particular Grantee

or Recipient, along with these terms and conditions, for each subsequent grant of assistance until withdrawn in writing by the Department.

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the

Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria

referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced

employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of service	
<u>prior to adverse effect</u>	<u>Period of protection</u>
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of

the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the

employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

<u>Length of Service</u>						<u>Separation Allowance</u>		
1	year	and	less	than	2 years	3 months' pay		
2	"	"	"	"	3 "	6	"	"
3	"	"	"	"	5 "	9	"	"
5	"	"	"	"	10 "	12	"	"
10	"	"	"	"	15 "	12	"	"
15	"	"	over			12	"	"

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's

position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

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Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

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- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

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- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

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- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

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- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Galesburg The

Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Lobbying	
05 Private Sector Protections	
06 Transit Asset Management Plan	
07 Rolling Stock Buy America Reviews and Bus Testing	
08 Urbanized Area Formula Grants Program	
09 Formula Grants for Rural Areas	
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

Certifications and Assurances

Fiscal Year 2024

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**AFFIRMATION OF APPLICANT**Name of the Applicant: City of Galesburg

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2024

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Peter Schwartzman Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Galesburg

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name James Kelly Law Firm Representative Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Bid recommendation, purchase of a new utility tractor to be utilized by the Airport Division.

SUMMARY RECOMMENDATION: The City Manager, Interim Director of Parks and Recreation, Fleet Superintendent and Purchasing Agent recommend that the City Council award the bid to Birkey's Farm Store (Galesburg, IL) in the amount of \$50,176.00 with trade for the purchase of a new Case IH Farmall 105A tractor.

BACKGROUND: The Airport Division currently utilizes a utility tractor as part of their daily operations to mow and maintain the grounds while pulling a large batwing mower. The unit has served the division well but is beyond its useful life and is in need of replacement.

After reviewing necessary specifications for a new unit, a bid request was created for this purchase. The bid was advertised in the Galesburg Register Mail, posted on the city website and sent to known vendors specializing in utility equipment.

Four bids were received in response to this request. City staff thoroughly reviewed each bid and the low and best bid meeting the specifications for this purchase was Birkey's Farm Store submitting a bid in the amount of \$50,176.00 including trade. The model offered is a New Case IH Farmall 105A and can be delivered in 15 – 20 days from the order date. City staff recommend the approval of this purchase.

BUDGET IMPACT: There are sufficient funds budgeted in the replacement program for this purchase.

SUPPORTING DOCUMENTS:

1. Bid Tabulation

City of Galesburg

Bid Tab - New Utility Tractor

Date: 02/21/24

Attended by: T.Miller/M.Miller/D.Miles

Company	Martin Tractor Inc	Painter Farm Equipment Inc	AC McCartney Equipment	Birkeys Farm Store
City, State	Galesburg, IL	Monmouth, IL	Wataga, IL	Galesburg, IL
New Utility Tractor (as specified)	79,500.00	89,000.00	81,900.00	74,176.00
Less Trade In of Exhisting Unit #352	(17,500.00)	(24,000.00)	(25,000.00)	(24,000.00)
Net Cost to City	62,000.00	65,000.00	56,900.00	50,176.00
Make/Model	JD 5105M	New Holland T5.110 DC	Massey Ferguson 5711D	Case IH Farmall 105A
Acknowledge Addendum 1	Yes	Yes	Yes	Yes
Delivery Lead Time	October 2024	30 Days	3 Weeks	15-20 Days
Optional 5 Year Maintenance Agreement	3,838.00	NA	10,353.21	NA
Warranty	2 years or 2,000 hours	2 years or 2000 hours	2 years or 2000 hours	2 years or 2000 hours
Service Center	Galesburg, IL	Monmouth, IL	Wataga, IL	Galesburg, IL

**Low and Best Bid

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Approve Microsoft Licensing and Software Assurance three-year contract with Connection.

SUMMARY RECOMMENDATION: The City Manager, Interim Director of Finance and Information Systems, IT Manager, and Purchasing Agent recommends approval of a three-year renewal agreement with Connection in the amount of \$44,020.17 (\$14,673.39/yr) for ongoing Microsoft licensing and software assurance.

BACKGROUND: Currently MIS (Management Information Systems) manages a large number of Microsoft servers, databases, and remote users. This software is the primary systems software framework for our network. In years past we upgraded server versions as needed. Going forward we would like to submit regular licensing and software assurance in order to upgrade as needed and be able to spin up needed servers with the most recent software versions at will for City operational needs.

A request for quotes was sent to 14 vendors. We received four responses.

CDWg - \$16,751.07 (3 yr total - \$50,253.21)

ITSavvy - \$22,629.39 (3 yr total - \$67,888.17)

Titanium - \$20,271.25 (3 yr total - \$60,813.75)

Connection - \$14,673.39 (3 yr total - 44,020.17)

BUDGET IMPACT: There are sufficient funds in the budget for this purchase.

SUPPORTING DOCUMENTS:

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Consultant Engineering Services for material testing for Asphalt and Concrete for Calendar Year 2024.

SUMMARY RECOMMENDATION: Bruner Cooper & Zuck Inc. and Geotechnics for Construction Materials Testing Program for 2024.

BACKGROUND: Material testing and inspection of concrete plants and asphalt plants are a required aspect of the inspection of public works projects. While City forces do some of the testing, the City does not have the required testing equipment or training to perform the tasks listed below. The exact amount of work that will be completed by consultants depends on the actual progress of contractors and the scope of the work being done. The consultants' proposals are in unit costs to allow a means for comparison on the most frequently required tests. Quotes this year were received from Geotechnics and Bruner Cooper & Zuck. All quotes were very close in pricing with most fees at the same cost as the 2023 construction season. In previous years, the testing companies have not always had personnel available when they are needed. Since the cost of all firms is approximately the same factoring in location, it is recommended to award this work to all firms and use whichever firm is available to perform the testing on the various projects when needed and the lowest cost firm available will be used.

BUDGET IMPACT: The City Gas Tax 2024 budget includes funds up to \$20,000.00 for this work (Fund 014-51000).

SUPPORTING DOCUMENTS:

1. Proposals from Geotechnics and Bruner Cooper & Zuck

CONSTRUCTION MATERIALS TESTING PRICES			
Equipment and Materials	Unit	Geotechnics Galesburg,	BCZ Galesburg
Asphalt Plant Inspection & Proportioning (1 or 2 times/year avg.)	Day	N/A	N/A
Portland Cement Concrete Batch Plant Inspection & Proportioning (15 to 20 times/year avg.)	Day	\$275	\$300
Unconfined compression tests of standard cylinders (125+ avg.)	Each	\$11.00	\$12.00
Field Density Testing at the project site of in-situ soils structural fill and asphalt materials including processed reports of results. (5 - 10 times/yr. avg.)	Hourly	\$70	\$80
Standard Proctor tests for soil (5-10 times/yr. avg.)	Each	\$165	\$170

GEOTECHNICS

Soil & Material Testing

A DIVISION OF KLINGNER

49 N. Prairie Street • Galesburg, IL 61401 • voice 309.343.1268 • fax 309.341.3781

February 8, 2024

Mr. Aaron Gavin
City of Galesburg
55 W. Tompkins Street
Galesburg, Illinois 61401

RE: Inspection and Testing - Miscellaneous Projects – 2024
City of Galesburg

Dear Mr. Gavin:

Geotechnics appreciates the opportunity to provide you with this proposal to perform construction materials testing services for the 2024 construction season. Please see the attached page for services and pricing.

I would be happy to discuss this proposal and provide additional information upon request. As always, if you have any questions please do not hesitate to contact us.

Respectfully submitted,

GEOTECHNICS



Mark C. Lee, P.E.
Regional Office Manager

Enclosure: Fee Schedule
General Terms and Conditions (2 pages)

2024 PROPOSED SERVICES AND FEE SCHEDULE

We are able to provide the following material testing services as well as many others not specifically noted herein:

1. Unconfined compression tests of standard 6"x12" or 4"x8" concrete cylinders at our Galesburg lab (molded by others)_____ **\$11.00/each**
2. Cast-in-Place Concrete Testing: slump, air content, and temperature, as well as casting test cylinders for subsequent compressive strength testing. We will transport cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the required test interval. _____ **Hourly Rates**
3. Portland Cement Concrete Batch Plant inspection and proportioning. _____ **\$275.00/each**
4. Standard Proctor tests (including sample preparation) _____ **\$165.00/each**
5. Grout Prisms (ASTM C109). _____ **\$35.00/each**
6. Field Density Testing _____ **\$70.00/Hour**

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

PAYMENT: The E/A/S may invoice for its services and expenses monthly, based on the proportion of the actual work completed at the time of invoicing. Payment due in 15 days. Interest charged at 1% per month on accounts over 30 days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. If payment request is passed on to a collection agency, the Client agrees to pay the invoice amount and accrued interest, plus the fee of the collection agency. Any claim for payment will be brought in Adams County, Illinois.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bruner, Cooper & Zuck Inc.



Engineers • Architects • Land Surveyors

February 13, 2024

Mr. Aaron Gavin, City Engineer
City Hall
55 West Tompkins Street
Galesburg, Illinois 61401

Subject: Proposal for Material Testing Services
Galesburg, Illinois

Dear Mr. Gavin:

Thank you for contacting our firm regarding material testing services required for various projects for the City. We are certainly interested in providing material testing services, and we are pleased to present this proposal of \$12.00 each, for the unconfined compression tests of standard cylinders. We propose \$300 a day for Portland Cement Concrete plant inspection & proportioning. We propose \$80 per hour for field density testing at the project site of in-situ soils structural fill and bituminous materials, including processed reports of results. We also propose \$170 each for standard proctor tests for soil. We respectfully decline to provide a proposal for the asphalt plant inspection & proportioning.

Thank you again for the opportunity to submit this proposal, and please feel free to contact that undersigned with any questions or comments that you may have.

Sincerely,

BRUNER, COOPER & ZUCK, INC.



Kevan J. Cooper, P.E., P.L.S.

tlg



Construction Materials Testing

MAKE BRUNER, COOPER & ZUCK YOUR FIRST CHOICE FOR MATERIALS TESTING WITH QUALITY AND PRECISION

Our employees are trained and certified and BCZ supports a program of maintenance and calibration to ensure accurate construction testing. We utilize the very latest equipment calibrated to consistently meet required standards and regulations. BCZ provides the knowledge, manpower and modern equipment to ensure your next project is completed in a timely manner with the highest quality available.

All testing services are performed according to customer requirements and our own thorough procedures. Details about the services performed are clearly and concisely documented in easy to interpret testing and analysis reports.

IDOT Certified Materials Testing Lab

- Slump, Air Content, Temperature
- Unconfined Compression
- Concrete Flexural Testing of Beams
- Standard Proctor for Soils and Rock
- Soil Penetrometer for Foundations
- Nuclear Density
- Aggregate Gradation Evaluations
- Flexural Strength



Bruner, Cooper & Zuck
Engineers | Architects | Land Surveyors

Materials Testing Locations ▶ ▶ ▶

188 East Simmons Street
Galesburg, IL 61401
(309) 343-9282

309 N. 3rd Street
Burlington, IA 52601
(319) 752-9282

835 Golden Valley Drive
Bettendorf, IA 52722
(563) 355-1856

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Agreement with Northern Illinois University (NIU) Center for Governmental Studies for Strategic Planning Services.

SUMMARY RECOMMENDATION: The City Manager, and Administrative Services Manager recommend approval of an agreement with NIU Center for Governmental Studies for strategic planning services.

BACKGROUND: It is proposed to enter into an agreement with NIU Center for Governmental Studies for strategic planning services. The proposed comprehensive strategic planning process for the city will be led by seasoned specialists and researchers with extensive experience conducting strategic planning, data assessments, and leadership training.

The project will include outreach through interviews and focus groups, data analysis and summarization, and leadership workshop facilitation. It is anticipated the project will begin in April, with the leadership workshop taking place during July, and the resulting final report prepared by September.

The estimated project cost is \$19,900 -22,500 and includes all professional/analytical fees and project expenses, including mileage and travel, for all phases of the project.

The result of the process will be a thorough discussion of policy and administrative leaders' views of the city's most critical goals, objectives, and organizational plans for both the short and long term.

BUDGET IMPACT: The cost will be paid from the 105-51000, professional services account.

SUPPORTING DOCUMENTS:

1. Agreement and Proposal

AGREEMENT

THIS AGREEMENT, made and entered this _____ day of _____, 2024 by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, acting on behalf of Northern Illinois University through its Center for Governmental Studies referred to as the “University”, and the CITY OF GALESBURG, located at 55 West Tompkins Street, Galesburg, IL 61401, hereinafter referred to as “Galesburg”, witnesseth:

1. Scope of Work. In consideration of the mutual promises hereafter specified, the University and Galesburg agree to the services delineated in Attachment A, which document is incorporated by reference herein and made a part hereof.
2. Terms of Agreement. The term of this Agreement shall be from the date above through November 30, 2024 or the completion of the project, whichever is later, unless the term is extended by the mutual written agreement of the parties.
3. Compensation. As full and complete compensation for these services, Galesburg shall pay the University a fee in a range from \$19,900 - \$22,500 for the base cost (does not include any optional services), payable according to the following payment schedule:

\$9,950.00 upon contract execution

\$12,550.00 upon project completion
4. Signed Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement must be manually signed and may be delivered by facsimile or email (in .pdf format) and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature has been delivered to the other Party.
5. The parties hereto shall abide by the requirements of Executive Order 11246 and the Rules and Regulations of the Illinois Department of Human Rights, and there shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital

status, physical or mental handicap unrelated to ability or an unfavorable discharge from military service in the employment, training or promotion of personnel engaged in the performance of this agreement.

This Agreement constitutes the entire Agreement between parties hereto. There is no part of that Agreement not set forth herein; and no changes in or additions to said Agreement shall be valid unless in writing and signed by the parties hereto.

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

CITY OF GALESBURG

**CENTER FOR GOVERNMENTAL STUDIES
NIU OUTREACH, ENGAGEMENT AND
REGIONAL DEVELOPMENT**

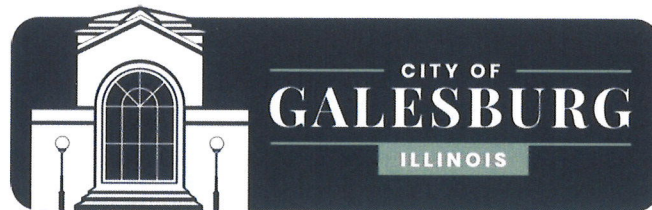
By _____
Name: _____ date _____
Title: _____

By _____
Gregory T. Kuhn _____ date _____
Title: Director

**PLEASE RETURN A COPY OF YOUR W-9 WITH THE SIGNED AGREEMENT. NIU
REQUIRES A CURRENT W-9 IN ORDER TO PROCESS INVOICES. THANK YOU.**

ATTACHMENT A

Strategic Planning and Goal Identification Proposal for the City of for Galesburg, Illinois



January 19, 2024

Prepared by:
NIU Center for Governmental Studies
DeKalb, IL



NORTHERN ILLINOIS UNIVERSITY

Center for
Governmental Studies

Outreach, Engagement, and Regional Development



NORTHERN ILLINOIS UNIVERSITY

**Center for
Governmental Studies**

Outreach, Engagement, and Regional Development

Mel Henriksen

Assistant Director

Strategic Management, Policy,
and Community Development**Wm. Monat Building****148 North 3rd Street****DeKalb, IL 60115**

PHONE

815-753-0323

FAX

815-753-7278

mhenriksen@niu.eduwww.cgs.niu.edu

*Building stronger regions
through innovation and
collaboration.*

January 19, 2024

Eric Hanson
City Manager
55 West Tompkins Street
Galesburg, IL 61401

RE: Proposal to provide strategic planning services

Dear Mr. Hanson:

In response to the city's request for a proposal to facilitate a multi-year strategic planning process, the following outline and approach is offered for your consideration. The approach that follows addresses the needs identified in our recent discussions:

- Identifying a long-term vision, setting organizational priorities, and shaping the city's strategic direction;
- Providing a scanning analysis of the governing and community environment;
- Facilitating a strategic planning workshop with the city's elected officials and senior leadership team to establish clear priorities and trackable short- and long-term strategic goals;
- Launching action planning of the consensus goals; and
- Providing a communicative summary document/final report for use by the council, staff, and broader community.

As the list of representative projects reflects, members of our proposed team, and the Center for Governmental Studies as a whole, have provided similar services for a variety of municipalities and local governments across Illinois.

Thank you for the opportunity to be considered to assist the City of Galesburg with this important undertaking. We would be pleased to meet further with the city's leadership team to review our proposed approach, amplify the outline presented in the attached, and confirm the goals and expectations for the project.

Sincerely,

Melissa "Mel" Henriksen
Assistant Director
Strategic Management, Policy, and
Community Development
NIU Center for Governmental Studies

CGS provides expertise that helps decision-makers implement efficient, sustainable, and cost-effective approaches to economic, social, and information management issues.

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NORTHERN ILLINOIS UNIVERSITY

**Center for
Governmental Studies**

Outreach, Engagement, and Regional Development

City of Galesburg

Strategic Planning and Goal Identification Proposal

January 2024

direct questions to
Melissa “Mel” Henriksen
Assistant Director

Northern Illinois University Center for Governmental Studies

Strategic Planning

“The art of progress is to preserve order amid change,
and change amid order” - A.N. Whitehead

Strategic planning, at its core, is leadership’s expression of the future. Whether it be a private or public organization, the world in which all organizations operate continues to rapidly change and grow more complicated as witnessed by the changing dynamics of our region, our state, the nation, and the globe.

The following proposal has been prepared as a follow-up to discussions with City of Galesburg leadership to initiate a comprehensive strategic planning process for the city. The Northern Illinois University Center for Governmental Studies (NIU-CGS) is recommending a participative format that will enable the city’s elected officials and senior staff to collaboratively gain insights, share perspectives, and undertake an exploration of organizational dynamics generating an updated consensus view of the city’s future. The result of the process will be a thorough discussion of policy and administrative leaders’ views of the city’s most critical goals, objectives, and organizational arrangements for both the short and long term.

INTRODUCTION

As the city’s leadership is aware, strategic planning initiatives are not a new phenomenon for progressive organizations. The value of such processes continues to be recognized by leaders at the policy and administrative levels in both private and public organizations. The world in which we operate continues to rapidly change and grow more complicated. In turn, the challenges and choices in establishing policies, providing vital services, and setting priorities are likewise more complex and challenging than ten years ago, five years ago--even one year ago. Consider some of the trends within and beyond your borders: health care trends, the global pandemic, changing demographics, value shifts, economic contraction, development, changing attitudes, tax limitations, demands for service, funded and unfunded mandates, technology changes, etc. These are just a sample of the many factors that impact the how, what, when, where, and why of operating and providing services in today’s civic environment.

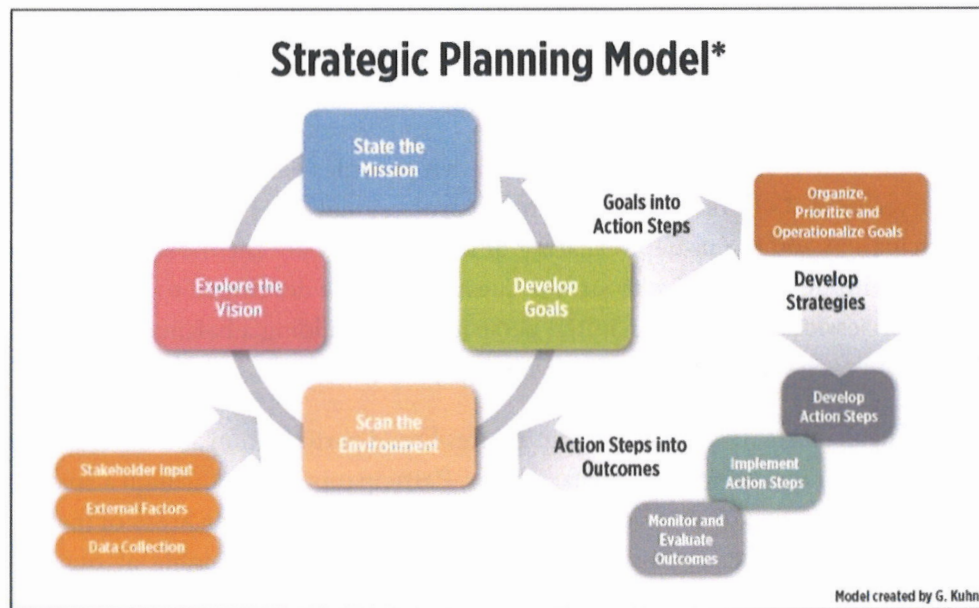
Although the word “planning” appears in the description, it must be emphasized that the result of this process is not to create a plan that sits on a bookshelf like a trophy. Rather, the primary outcome is to foster strategic thinking and communication among council members and senior staff leading to an evaluation of the current strategic plan components, including a viable review of identified and prioritized goals that incorporate the overall vision for the city’s short- and long-term future.

STRATEGIC PLANNING PROCESS OVERVIEW

The proposed framework presented traces the recommended exercises and goal-setting techniques that will be employed to undertake a holistic review of the city's strategic direction. A sound strategic planning process helps to focus leadership, energize the organization, and engage stakeholders. It should be seen as an avenue to not only map out the future, but also to foster a sense of ownership and boost the overall effectiveness in setting the course for the city in partnership with the community.

Strategic Planning Cycle: Scanning, Planning, and Action

Taken as a whole, the strategic planning process that is envisioned can be represented in a model of the various steps and elements in a cycle of input, environmental scanning, goal setting, prioritization, action planning, and re-examination of the city's progress. An illustration of the strategic planning cycle described is presented below:



* Model generally represents the steps that are taken for this type of initiative.

DETAILED DESCRIPTION OF PROPOSED PROJECT COMPONENTS

Component A: Pre-Workshop–Strategic Planning Readiness

Kick-off Meeting

As part of initiating actions and launching the project, the facilitator(s) will convene a project review meeting with the city manager and other project staff designated or desired by the city to: (1) confirm expected outcomes; (2) review status of current mission, vision, and values to determine the need or desire for any development or updating; and (3) review status of prior goals or initiatives, if applicable, and how to best share progress at the workshop(s). This meeting will also be used to set estimated project schedules and finalize the exercises and options included in the process.

Component B: Pre-Workshop–Environmental Scanning**Stakeholder and Background Information Gathering**

This pre-workshop component is an important piece designed to help ground the process as listening is vital to planning. The project team will use various techniques for gathering background data ranging from desktop review of documents to interviews and preparatory group discussions. These steps are an important part of “taking stock” by the project team to help understand current policy and operational perspectives, perceptions, and preferences.

The avenues identified for collecting and involving stakeholders to gain the input and perspective of organization members and others beyond the city government include interviews, focus groups, and *optional* components which include a community opinion survey and demographic analysis. The proposed work plan highlights the key organizational and stakeholder groups that should be considered for input for the city as a whole. The extent to which the listening component is utilized will translate into the depth of data gathered, the time it will take to gather it, the analysis, and the cost associated with the collection method or technique employed. Each technique has its own strengths and outcomes.

Interviews are an interactive, source-focused approach that provides participants with an opportunity to share personal perspectives at a 1–1, or 1–2 level with a professional interviewer. Interviews result in highly personalized participation and the in-depth sharing of ideas, so they are the most labor-intensive approach to gathering stakeholder input. A list of five to six key questions will be developed to help guide discussions. The focus of the interview sessions is to gain an initial perspective by building a balanced and informed view of the City of Galesburg from each stakeholder’s unique vantage point.

Focus groups are also an interactive approach that assures broad participation and the sharing of ideas in a non-threatening group environment created by the facilitator. Participants are led through a structured but informal discussion that will focus on five to six discussion questions that highlight key areas of insight for the process. The advantages of focus groups are the efficiency of gaining multiple insights at one time, the dynamic discussion that takes place among multiple participants, and the robust nature of the comments. Like the interview approach, the aim of the focus group sessions will be to gain a balanced and informed view of the city from each stakeholder’s unique perspective. The ideal size for focus groups is approximately 12–15 participants, lasting 60–90 minutes.

Pre-workshop Background Interviews and Focus Group Suggestions

Virtual and in-person options are available

➤ **City Senior Staff and Leadership****Tier I: Organization Views**

- City Manager (one interview, 45–60 minutes)
- Elected Officials (Mayor, Clerk, and seven Aldermen) (nine interviews, 30–45 minutes each)
- Department Heads or Management Team (two- to three-hour prep session, two to three weeks before leadership workshop)
- Front-line and/or Mid-line Staff (*optional* one focus group)

➤ **Community Stakeholder Input**

Tier II: Community Views and Perspectives

- Civic and Intergovernmental Institutions (e.g., secular community, non-profits, school district, colleges, etc.) (one focus group)
- Business Community (consisting of small, large businesses, diversity of sectors) (one focus group)
- Invitational Resident (assisted by staff to include cross section of residents including age, gender, race, geography, residential tenure, etc.) (one focus group)

➤ **Data Analysis and Thematic Summarization of Stakeholder Input**

- Provide summary of themes and key issues/desires as expressed by stakeholder focus groups

Community Opinion Survey (Optional)

The city is interested in meaningful community input from a cross-section of residents. To accomplish this, residents will have the opportunity to participate in the planning process through a community opinion survey. Generally, an opinion survey provides opportunities for those unlikely or unable to attend an event or meeting to share input. To accomplish this, CGS will purchase a list of 1,200 randomly selected households from Marketing Systems Group, a survey sampling firm. The list will include email addresses and mailing addresses for households. CGS will then send invitation emails to the households with a survey link and embedded password. Up to five email reminders will be sent. A reminder postcard with survey link and password will be sent to non-respondents.

The estimated number of completed surveys for the City of Galesburg is 400. It is important to note that this survey ***will not*** be statistically significant, so the respondents will not be representative of demographic variables of the entire population of the city. All input from the survey would be gathered prior to the strategic planning workshop.

Demographic Data Gathering and Analyses (Optional)

The demographic and community profile can offer insights on often overlooked demographic and economic community dynamics. Changing demographics play a crucial role in the service expectations of the community. Planning for policies, programs, infrastructure, staff, and services are unavoidably linked to the socio-demographic character of a community. The demographic profile provides information about the city's residents, workforce, and tax base as well as projection data such as: five-year projections of demographic variables, and employment by industry sector to assist with planning efforts. The data are from both publicly available and proprietary sources. The data will be provided in a separate summary report prior to the workshop to add to the environmental scanning component of the process. Below is a sample of the data that can be collected. Some customization is available.

- ✓ Current population and trend data (change since 2010)
 - Total population plus breakdowns by
 - Age
 - Race
 - Gender
 - Education level
 - Households and living arrangements
 - Income profile

- Housing and property tax base profile
 - Tenure
 - Occupancy
 - Years built
 - Equalized assessed valuation trends by property type
 - Commercial
 - Industrial
 - Residential
- Commuting profile
 - Inflow and outflow of workers and residents
 - Profile of city resident workers
 - Work location
 - Industry profile
 - Profile of city workers
 - Home location
 - Industry profile

Component C: Strategic Planning Workshop(s)

Senior Staff and City Council Leadership Session

Six to seven contact hours needed, on average

- Mission Affirmation and Vision Review
 - What is our raison d'être or mission?
 - What is our vision of the future for the city, the community?
 - Imagine the city 5, 10, 15 years from now...
- Stakeholder Input Analysis
 - Presentation of themes identified by stakeholder focus groups, interviews, survey, and demographic analysis
(depending on components selected)
- Environmental Scanning – Strengths, Weaknesses, Opportunities, and Challenges (S.W.O.C.)
 - Part 1: Small group S.W.O.C. warm-up exercise
 - Part 2: Large group S.W.O.C. analysis
 - Identify internal strengths and weaknesses
 - Identify external opportunities and challenges
- Group Goal Development
 - Presentation of prior goals' status or progress from prior planning initiatives by city staff (if applicable)
 - Short- and long-term goal development and discussion
 - Group goal classification

Agenda example options include:

- ✓ One weeknight (3:00 p.m. – 9:00 p.m.)
- ✓ One weekday (9:00 a.m.–3:00 p.m.)
- ✓ Two weeknights (6:00 p.m.–9:00 p.m. each night), **OR**
- ✓ Saturday option (9:00 a.m.–3:00 p.m.)



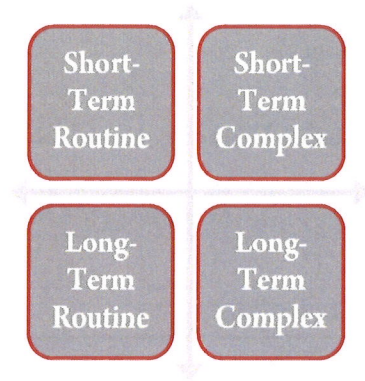
Component D: Post-Workshop Follow-Up

Elected Official Prioritization

- Goal refinement and consolidation as needed and development of strategic priority areas with city staff and the CGS project team
- Elected officials goal prioritization process (via online ranking survey)
 - Goal prioritization can also be done with **all workshop participants**, if preferred
- Goal prioritization process results prepared and sorted by classification

Time and Complexity Goal Classification Grid

-by G. Gabris



Elected Official Goal Prioritization Process Overview

Following the classification exercise, the elected officials (or all workshop participants if preferred) will be asked, through a post-workshop online survey, to delineate why certain goals should be given high priority, and some, although worthy, should receive lower priority. Point values will be assigned to each goal within each quadrant of the matrix. The resulting consensus ranking of short- and long-term goals will be the outcome of this phase of the process.

Component E: Post-Workshop Implementation Launch

Action Planning Launch

- Presentation of tools and techniques: implementation launch in the organization
- Operationalizing the high ranking goals—clarification of goals statements
- Structural assignments and goal coordination responsibilities
- Scheduling of start dates, milestones, and status reports
 - Approaches for action steps or work plans

FINAL REPORT

A final report documenting both the process and outcomes will be provided to the administrative leadership for approval. A standalone executive summary will also be produced. Both will be provided in electronic form.

ESTIMATED RANGE OF COSTS

The base project cost, including all project components (A-E) is estimated to be between \$19,900 -22,500. The estimated costs presented here would include professional/analytical fees and project expenses (including mileage/travel) for all phases of the base project, from inception through action planning launch, including background research, process design, environmental scanning, analyses, leadership workshop facilitation by a team of facilitators, and all related project expenses. The base cost does not include optional elements listed or added services requested by the city that would change the scope of services as described.

Project Phase/Element	Project Budget
Component A: Pre-Workshop–Strategic Planning Readiness	
Component B: Environmental Scanning/Community Input	
Component C: Strategic Planning Workshop(s)	
Component D: Post-Workshop Follow-Up	
Component E: Post-Workshop Action Planning Launch	
Final Report Editing and Design	
Total Base Cost	\$19,900-22,500
OPTIONAL Community Opinion Survey	\$6,500
OPTIONAL Demographic and Community Analysis	\$4,500

**Please note: Additional components or tasks not listed above would represent an additional research effort and will result in additional costs beyond the cost estimate presented and will be charged at a rate of \$140 per hour, for professional staff, \$60 per hour for support and technical staff, plus related expenses. CGS will advise the client before starting any additional work and secure authorization to proceed before undertaking additional assignments.*

The city will be responsible for securing and reviewing meeting sites or coordinating online invites if virtual meetings are required with the NIU-CGS project team. The city will coordinate with NIU-CGS all notices, invitations, postings, room setups, and refreshments for all workshops and project sessions. **The city should check with its legal counsel to make sure all meeting postings are consistent with any Open Meetings Act procedures.** The city will also be responsible for reviewing, securing, and funding any costs for facilities and refreshments, including technology or equipment, room rentals, supplies, and/or other ancillary logistical items.

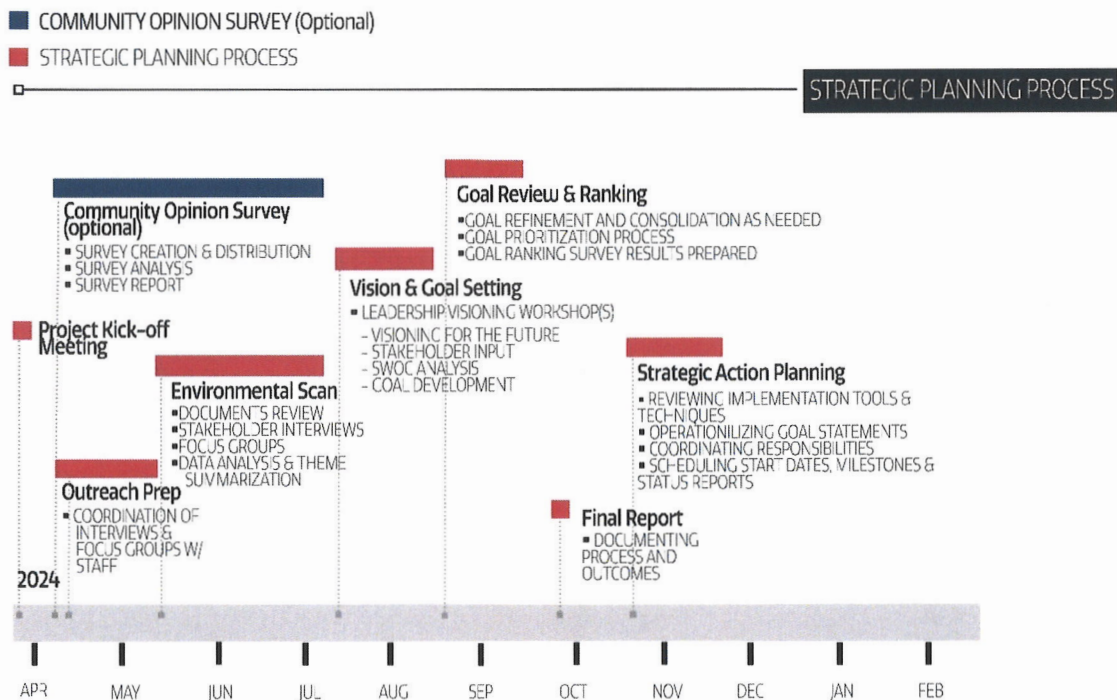
PROPOSED TIMELINE

The workshop(s) and meetings for the 2024 strategic plan will be held on dates that are mutually convenient for both the city's participants and NIU-CGS's lead facilitator and project team. The anticipated start date for the project is anticipated to be early April/May 2024.

The completion date will be dependent on the scope of services selected, the timing and sequence of the various planning components, and the scheduling of workshop(s) that permit the gathering and analysis of stakeholder input prior to the leadership workshop. A series of pre-workshop discussion session(s), environmental scanning activities, , a six- to seven-hour strategic planning workshop(s), and a two-hour action planning session with the city manager and staff or other leaders are included in the planned base project meeting activities.

CITY OF GALESBURG PROJECT TIMELINE ESTIMATES

The Project Timeline below illustrates how the Strategic Planning process will be coordinated throughout the duration of the project timeframe. In addition, certain outcomes will inform subsequent phases of the planning process.



****Estimated duration—dates are to be determined and are subject to the facilitator(s) and the city's project team's availability, progress of exercises, and return of requested data or decisions from the city. The timeline may vary based on optional and/or any additional components selected.**

APPROVAL/ACCEPTANCE

An engagement letter between the Center for Governmental Studies and the City of Galesburg, with a final scope of services, proposed fees, expenses, and terms will be prepared upon city approval and acceptance of the final project framework and approach.

MISSION AND QUALIFICATIONS OF NIU AND CGS



NIU's Center for Governmental Studies, founded in 1969, is a public service, applied research, and public policy development organization that recently celebrated 50 years of public service. Its mission is to provide expertise that helps decision-makers implement efficient, sustainable, and cost-effective approaches to economic, social, governance, public policy, and information management issues.

CGS' research and services include work in a variety of areas including community and economic development, workforce development, strategic planning, public management and training, association management, informatics, survey research, data visualization, and health and technology engagement. Clients include municipal, county, state, and federal agencies, as well as nonprofit and for-profit organizations. For more information, please call 815-753-0914 or visit www.cgs.niu.edu.

CGS has established itself as the center of choice for civic organizations in Northern Illinois needing to gather, analyze and operationalize information from their constituents. Assistance has been provided to state and federal agencies, colleges and universities, school districts, libraries, park districts and municipalities as well as a variety of other organizations. Since its founding, CGS has provided expertise to help decision-makers throughout Illinois implement efficient, sustainable, and cost-effective approaches to public policy, public management, social, economic and information management issues. As noted above, this expertise is made available to all levels of governmental entities, private enterprises, public-private partnerships, and other types of institutions such as higher education.

As part of NIU's Division of Outreach, Engagement and Regional Development, CGS fulfills its outreach and engagement mission through public service, applied research, technical assistance, and public policy development activities that are supported by interdisciplinary teams.

CGS TEAM DESCRIPTION

The proposed project team will consist of seasoned specialists and researchers with extensive experience conducting strategic planning, survey research, data assessments, and leadership training. In addition to these core team members, other expertise within CGS will be used for various aspects of the project (i.e., project management and analysis, data research, etc.).

CGS PROJECT TEAM–FACILITATORS AND ANALYSTS

Greg Kuhn, Ph.D., Director NIU-CGS Dr. Kuhn is a former Village Manager who now conducts research, teaches, and consults with governmental units in Illinois and across the Midwest. Dr. Kuhn completed his doctoral studies mid-career with emphases in Public Administration at the Local Government Level, Organization Development and Public Policy at Northern Illinois University. Greg served as Village Manager in Clarendon Hills, Illinois and Assistant to the Manager in Skokie, Illinois. Greg has also provided organizational and leadership services to governments on a consulting basis as Director of Local Government Management Services at Sikich, LLP., Managing Vice-President of the PAR Group, and Senior Associate in Governmental Services at Korn-Ferry International.

Greg has taught a variety of courses at both NIU and Northwestern including graduate courses in strategic planning, leadership, human resources, budgeting, and public policy. In total, Dr. Kuhn has over 43 years of public management experience as an administrator, consultant, and instructor. Greg is a specialist in strategic planning, organizational development and design, governance, and training. He has conducted over sixty strategic planning projects for public and nonprofit organizations. He will be joined by other senior members of the Center for Governmental Studies and the University in the execution of the exercises and data gathering portions of the strategic planning initiative.

Melissa Henriksen, MPP, Assistant Director of Strategic Management, Policy, and Community Development, Ms. Henriksen has a diverse background including economic and community development, technical assistance, strategic and comprehensive planning, rural health care research and grant writing. She is a specialist in the areas of strategic planning, conducting focus groups, wage and benefit studies and asset/needs assessments, community and economic development, and rural health research. Mel has led or co-facilitated strategic planning efforts for municipalities, non-profits, schools and other districts, boards of directors, and institutes of higher education. For the past 16 years, she has managed funded projects for the Illinois Critical Access Hospital Network (ICAHN), the National Association of Development Agencies (NADO), the U.S. Economic Development Administration (EDA), and the U.S. Department of Agriculture (USDA), as well as state and local organizations focused on economic and community development and health care. These projects included coordinating surveys, community focus groups, strategic planning to identify potential challenges and solutions, demographic analysis and distilling themes and findings from a variety of qualitative information to share with key stakeholders.

Mel holds a B.A. degree in Political Communication/Public Relations and a master's degree in Public Policy, both from the University of Northern Iowa. Mel is a board member for the Illinois Rural Health Association and is the chair of its Research and Education and Conference Committee. In addition, she is a former Kettering



Foundation Research Fellow and received the ICAHN Service Award for her research in rural health care and its economic impact on rural communities. Mel has been a speaker for several Civic Leadership Academy (CLA) classes and has taught courses at NIU and Kishwaukee College, including strategic performance management and American government.

Jim Norris, Senior Public Management and Local Government Specialist. Mr. Norris has served from 1998 to 2020 as the Village Manager of the Village of Hoffman Estates, Illinois. Previously, Jim served as the City Manager of Gladstone, Missouri, the assistant Village Manager of Schaumburg, Illinois, Palatine, Illinois and interned for the Village of Western Springs, Illinois. He is a member of the International City/County Management Association, a member and past president of the Illinois City/County Management Association and a member and past president of the Chicago Metropolitan Manager's Association.

Jim served as the Executive Board chairperson for the Northwest Suburban Municipal Joint Action Water Agency, chair of the Northwest Central Dispatch Joint Emergency Management Agency, vice chair of the Executive Committee of the Solid Waste Agency of Northern Cook County and was on the board and a past chair of the Northwest Central Dispatch Agency. Mr. Norris has a B.A. in history from the University of Missouri, St. Louis and received his MPA from NIU. As an Adjunct for NIU's Public Administration Department, Mr. Norris teaches PSPA 600, PSPA 412, PSPA 410, POLS 303X. Jim has previously taught in the Master of Public Policy program at Northwestern University and the Master of Public Affairs program at Park College.

Jeanna Ballard, MPA, Senior Research Specialist. Ms. Ballard has a varied background in strategic and comprehensive planning, technical assistance, and performance improvement studies. She has helped facilitate strategic planning workshops, focus groups, interviews, organizational design reviews, leadership development seminars, and compensation analyses. Jeanna has co-facilitated strategic planning for elected officials, non-profits, municipalities, counties, townships, park districts, libraries, council of governments, and institutes of higher education. For the past two years, Jeanna has provided staff support for funded projects for the Illinois Critical Access Hospital Network (ICAHN). Most recently, she has worked on local government strategic planning initiatives. These projects included coordinating online surveys, community focus groups, goal development sessions, identifying potential challenges and solutions, and distilling themes from a variety of quantitative and qualitative information to share with key stakeholders.

Jeanna holds a dual MPA degree via her joint studies at Northern Illinois University and Renmin University of China in Beijing. She joined the Center for Governmental Studies in 2017 and serves as an elected Representative on NIU's Supportive Professional Staff Council and is the Chair of the Advocacy Committee. Jeanna has seven years of public service experience serving in local, county, and federal levels of government and is a former Banovetz Fellow. Jeanna has also been a speaker for several Civic Leadership Academy (CLA) classes and taught courses at NIU in public service leadership and management.

Alli Hoebing, MPA, Research Specialist. Ms. Hoebing is a research specialist focusing on Association and Public Management. Alli graduated from NIU's Master of Public Administration program with an emphasis in local government administration. As an undergrad at NIU, Alli was a member of the Pre-Law Honors Society and collegiate Mock Trial team, majoring in political science, public law, and communication.

At CGS, Alli also works with the Associations Management team, serving as the Executive Director of the Illinois Local Government Lawyers Association (ILGL). Alli also works with the Illinois City/County Management Association (ILCMA) and affiliates, the Wisconsin City/County Management Association (WCMA), and the American Planning Association's Illinois Chapter (APA-IL). In her work with associations, Alli assists with conferences, committees, financial reports, research and analytics and strategic planning.

Other Project Staff and Support

Dr. Kuhn and the project team will also be joined and assisted by other staff members of the Center for Governmental Studies and the University for certain project elements or at critical junctures of the project.

REFERENCES AND REPRESENTATIVE PROJECTS

Representative strategic planning projects in Illinois led by Greg Kuhn, Mel Henriksen, CGS, and team members include:

- | | |
|-----------------------|-------------------------------|
| 1. Town of Normal | 5. Village of North Aurora |
| 2. City of Rochelle | 6. Village of Bartlett |
| 3. Hanover Township | 7. Village of Lincolnwood |
| 4. City of Monticello | 8. Village of Western Springs |

Contacts

- Pamela Reece, City Manager, Town of Normal, preece@normalil.gov, (309) 454-9777
- Jeff Fiegenschuh, City Manager, City of Rochelle, jfiegenschuh@rochelleil.us, (815) 562-2073
- James Barr, Township Administrator, Hanover Township, JBarr@hanover-township.org, (630) 837-0301
- Terry Summers, City Administrator, City of Monticello, tls@cityofmonticello.net, (217) 762-2583
- Steve Bosco, Village Administrator, Village of North Aurora, sbosco@vil.north-aurora.il.us, (630) 897-8228
- Paula Schumacher, Village Administrator, Village of Bartlett, pschumacher@vbartlett.org, (630) 837-0800
- Anne Marie Gaura, Village Manager, Village of Lincolnwood, agaura@lwd.org, (847) 745-4717
- Ellen Baer, Village Manager, Village of Western Springs, ebaer@wsprings.com, (708) 246-1800 x128

Additional strategic planning projects in Illinois led by Mel Henriksen, Dr. Kuhn or undertaken by CGS include the Villages of Libertyville, Orland Park, West Dundee, Northfield, Carol Stream, Glen Ellyn, Long Grove, Deer Park, Pingree Grove, Sugar Grove, Winfield, Woodridge, Riverside, the Cities of Rochelle, DeKalb, Dixon, Des Plaines, Geneva and St. Charles, and Streator in Illinois and Oak Creek, Monroe and Mequon, Wisconsin. Other organizations include IRMA, ILCMA, ILGFOA, IPELRA, the Naperville Park District, the DeKalb Park District, the Carol Stream Fire Protection District, the Schaumburg Fire Dept., McHenry County, Winnebago County, Lake County, Livingston County, Peoria County, Dist. 99 Downers Grove H.S., Hanover Township, Schaumburg Township, Ela Township, as well as many other communities and units of government or governmental agencies.

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Receive the 2023 Annual Fire and Police Commission Report

SUMMARY RECOMMENDATION: Receive item only

BACKGROUND: Per the Board of Fire and Police Commissioners Rules and Regulations, the City Council is required to receive an annual report on the Fire and Police Commission activities.

BUDGET IMPACT: There is no impact as all expenditures are included in the budget.

SUPPORTING DOCUMENTS:

1. None



Board of Fire and Police Commission

2023 ANNUAL REPORT

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





BOARD OF FIRE & POLICE COMMISSION

Operating Under Council – Manager Government Since 1957

2023 Annual Report

1. Purpose of the Board

The Board of Fire and Police Commissioners of the City of Galesburg, Illinois derives its power and authority from an act of the General Assembly entitled, “Division 2.1 Board of Fire and Police Commissioners,” of Chapter 65 of the Illinois Compiled Statutes.

The Board of Fire and Police Commissioners of the City of Galesburg appoint all officers and members of the Fire and Police Departments of the municipality. The Commission conducts examinations for original appointments, promotions, and hearings on charges brought against a member of the Fire and Police Departments as set forth in the Commission’s Rules and Regulations, the ordinances and municipal budget of the City of Galesburg, the Fire Department Promotion Act and the current Collective Bargaining Agreements.

2. Members of the Board

The Board of Fire and Police Commissioners consists of three members who are residents of Galesburg and are appointed by the Mayor. The term of office shall be three years and until their respective successors are appointed and have qualified.

The following members comprise the City of Galesburg Board of Fire and Police Commissioners:

Thomas Peters

Diane VanHootegem

Robert Fulton

3. Meetings

During calendar year 2023, the Board held five regular meetings and twelve executive sessions. Agendas and minutes are available on the City of Galesburg’s website (www.ci.galesburg.il.us).



BOARD OF FIRE & POLICE COMMISSION

Operating Under Council – Manager Government Since 1957

4. Board Accomplishments in 2023

- A. Police Sergeant Ryne Sage was promoted to the rank of Lieutenant on January 3, 2023.
- B. Phillip Parks was sworn into office as a Police Patrol Officer on January 9, 2023.
- C. Kyle Bumphrey, Tyler Brackett, James Saathoff, Travis Hanson and Kyle Holmberg were sworn into office as Firefighters on February 13, 2023.
- D. Jared Tapscott was sworn into office as a Police Patrol Officer on February 14, 2023.
- E. Kyle Small was sworn into office as a Police Patrol Officer on February 20, 2023.
- F. Ryder Cudd was sworn into office as a Police Patrol Officer on March 1, 2023.
- G. Firefighter Joseph Brignall was promoted to Captain on March 6, 2023.
- H. Police Officer Kyle Winbigler was promoted to the rank of Sergeant on March 6, 2023.
- I. The Board conducted entry level testing for the Police Department in March 2023. Four candidates completed the process.
- J. Marco Escobedo, Cesar Perez and Jonathan Walsten were sworn into office as Police Patrol Officers on May 1, 2023.
- K. Firefighter Benjamin Caruana was promoted to Captain on May 16, 2023.
- L. Police Officer Mark McLaughlin was promoted to the rank of Sergeant on May 22, 2023.
- M. Amber Schlomer was sworn into office as a Police Patrol Officer on June 12, 2023.
- N. Gabriel Trulson was sworn into office as a Police Patrol Officer on June 28, 2023.
- O. The Board conducted entry level testing for the Police Department in June 2023. Five candidates completed the process.
- P. Police Sergeant Patrick Kisler was promoted to the rank of Lieutenant and Police Officer Magdalene Semington was promoted to the rank of Sergeant on August 14, 2023.
- Q. Chever Harkey was sworn into office as a Firefighter on August 28, 2023.



BOARD OF FIRE & POLICE COMMISSION

Operating Under Council – Manager Government Since 1957

- R. Kristal Palacios and Tanner Lowe were sworn into office as Police Patrol Officers on August 28, 2023.
- S. The Board conducted Fire Battalion Chief Promotional testing in August 2023.
- T. The Board conducted a fire entry level testing cycle in September 2023.
- U. The Board conducted an entry level police testing cycle in October. Fifteen candidates completed the process.

Respectfully submitted,

Thomas Peters
Chairman

TP/ajj

02/16/2024

Accounts Payable

Transactions by Account

User: shelms
 Printed: 02/27/2024 - 3:14PM
 Batch: 00027.02.2024



Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10701-00	Leads Online	01/25 -02/25 - LeadsOnline Investigation System Service Package	02/27/2024	604.33	
001-0000-10701-00	Office Specialists, Inc.	Golf Adobe subscription - January to February 2025 - Bryan Luedt	02/27/2024	55.34	0000092668
001-0000-10701-00	Office Specialists, Inc.	Lakeside Adobe subscription - January to February 2025 - A. Buch	02/27/2024	221.34	0000092668
001-0000-10701-00	Office Specialists, Inc.	Finance Adobe subscription - January to February 2025 - B. Chock	02/27/2024	166.00	0000092668
001-0000-10701-00	Office Specialists, Inc.	Community Development Adobe subscription - March to December 2	02/27/2024	55.34	0000092668
001-0000-10701-00	Office Specialists, Inc.	MIS Adobe subscription - January to February 2025 - K. Peterson,	02/27/2024	166.00	0000092668
001-0000-10701-00	Office Specialists, Inc.	City Clerk Adobe subscription - January to February 2025 - A. S	02/27/2024	166.00	0000092668
001-0000-10701-00	Tyler Technologies, Inc	01/25 - 04/25 - License MDC/Tablet	02/27/2024	87.83	
001-0000-10701-00	Tyler Technologies, Inc	01/25 - 03/25 - Server Hosting, Maintenance	02/27/2024	1,174.48	
001-0000-10701-00	Tyler Technologies, Inc	01/25 - 03/25 - Hosting Fee Maintenance	02/27/2024	31.24	
001-0000-10701-00	Office Specialists, Inc.	Community Development Adobe subscription - January to February	02/27/2024	166.00	0000092668
001-0000-10701-00	Office Specialists, Inc.	Public Works Adobe subscription - January to February 2025 - J.	02/27/2024	110.67	0000092668
001-0000-10701-00	Office Specialists, Inc.	Admin Adobe subscription - January to February 2025 - Cathy St	02/27/2024	110.67	0000092668
001-0000-10801-00	Advance Auto Parts	Pigtails	02/27/2024	20.34	
001-0000-10801-00	Mack Sales & Service of Morton	Solenoids	02/27/2024	391.93	
001-0000-10801-00	Napa Auto Parts	Wiper Blades	01/31/2024	41.97	
001-0000-10801-00	Moore Tires, Inc	Tires	02/27/2024	560.40	
001-0000-10801-00	Mutual Wheel Co., Inc.	Tailights, Beacon	02/27/2024	353.72	
001-0000-10801-00	Ray O'Herron Co., Inc.	Strobe Lights	02/27/2024	1,316.43	
001-0000-10801-00	Ray O'Herron Co., Inc.	Strobe Lights	02/27/2024	360.42	
001-0000-10801-00	Valley Distribution Corp.	Hydraulic Oil	02/27/2024	889.90	
001-0000-10802-00	Herr Petroleum Corp	7002 Gal Reg N/L Eth	02/27/2024	17,365.47	0000092634
001-0000-20101-00	BURKE CLEANERS	AR Refund	02/27/2024	40.00	
001-0000-20102-00	F E Moran Inc Fire Protection	23 Annual Sprinkler Inspection Wet Systems	02/27/2024	685.00	
001-0000-20102-00	Supreme Radio Communications, In	05/23 - 07/23 - Maintenance	02/27/2024	3,124.50	
001-0000-20102-00	Supreme Radio Communications, In	11/23 - 12/23 Maintenance	02/27/2024	3,374.50	
001-0000-20102-00	Supreme Radio Communications, In	11/23 - 12/23 - Maintenance	02/27/2024	2,526.50	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				34,166.32	
001-0110-55800-00	Office Specialists, Inc.	Admin Adobe subscription - Mar to December 2024 - Cathy St. Geor	02/27/2024	553.33	0000092668
Subtotal for Divison: 0110				553.33	
001-0115-54500-00	Municipal Clerks of Illinois	Municipal Clerks of Illinois Spring Seminar - EGugliotta	02/27/2024	45.00	
001-0115-55800-00	Office Specialists, Inc.	City Clerk Adobe subscription - March to December 2024 - A. Sla	02/27/2024	830.00	0000092668
001-0115-61000-00	Office Specialists, Inc.	Batteries	02/27/2024	25.22	
Subtotal for Divison: 0115				900.22	
001-0120-61000-00	Office Specialists, Inc.	Toner	02/27/2024	52.46	
001-0120-61000-00	Office Specialists, Inc.	Folders	02/27/2024	9.94	
Subtotal for Divison: 0120				62.40	
001-0160-51000-00	Credit Collection Partners	01/24 Service	02/27/2024	12.50	
001-0160-59521-00	Knox County Humane Society	03/24 Animal Control Contract	02/27/2024	19,510.00	0000092360
Subtotal for Divison: 0160				19,522.50	
001-0205-55800-00	Office Specialists, Inc.	Finance Adobe subscription - March to December 2024 - B. Chockle	02/27/2024	830.00	0000092668
Subtotal for Divison: 0205				830.00	
001-0207-55800-00	Thompson Electronics Company	2024 - Service	02/27/2024	4,037.50	
001-0207-55800-00	Five Points Infrastructure Services, I	2024 - Expansion Services	02/27/2024	1,890.60	
001-0207-55800-00	Office Specialists, Inc.	MIS Adobe subscription - March to December 2024 - K. Peterson, O	02/27/2024	830.00	0000092668
001-0207-61700-00	Qubit Networks	Network Switch	02/27/2024	2,962.52	
Subtotal for Divison: 0207				9,720.62	
001-0305-55800-00	Office Specialists, Inc.	Community Development Adobe subscription - March to December	02/27/2024	830.00	0000092668
Subtotal for Divison: 0305				830.00	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP - 1150 W Carl Sandburg	02/27/2024	339.10	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP - 239 S Cherry St	02/27/2024	225.31	
001-0306-55400-00	Werner Restoraton Services, Inc.	Emergency Board UP - 1150 W Carl Sandburg	02/27/2024	498.06	
001-0306-55800-00	Office Specialists, Inc.	Community Development Adobe subscription - March to December 2	02/27/2024	276.66	0000092668
001-0306-61000-00	Office Specialists, Inc.	Folders	02/27/2024	14.59	
001-0306-61000-00	Office Specialists, Inc.	Fasteners	02/27/2024	3.41	
001-0306-61000-00	Office Specialists, Inc.	Paper, Business Cards	02/27/2024	54.19	
001-0306-62500-00	Advance Auto Parts	Washer Pump #403	02/27/2024	27.83	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0306				1,439.15	
001-0410-55800-00	Office Specialists, Inc.	Public Works Adobe subscription - March to December 2024 - J. C	02/27/2024	553.33	0000092668
001-0410-61000-00	Office Specialists, Inc.	Pens	02/27/2024	30.42	
Subtotal for Divison: 0410				583.75	
001-0445-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	11.17	
001-0445-55000-00	APWA	2024 Membership - MMiller	02/27/2024	229.00	
001-0445-55000-00	Municipal Fleet Managers Associatic	2024 Municipal Fleet Managers Associaition Dues	02/27/2024	50.00	
001-0445-55500-00	Valley Distribution Corp.	Core Charge	02/27/2024	20.00	
001-0445-55500-00	Advance Auto Parts	Core Return Credit	02/27/2024	-22.00	
001-0445-55500-00	Advance Auto Parts	Core Charge	02/27/2024	22.00	
001-0445-55500-00	Napa Auto Parts	Return Core Credit #52	02/12/2024	-86.43	
001-0445-55500-00	Valley Distribution Corp.	Core Charge Credit	02/27/2024	-40.00	
001-0445-55500-00	Napa Auto Parts	Return Core Charge #116	02/12/2024	-137.50	
001-0445-55500-00	Napa Auto Parts	Core Charge #116	02/12/2024	82.50	
001-0445-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	85.68	
001-0445-61000-00	Office Specialists, Inc.	Phone Cord, Clips	02/27/2024	21.51	
001-0445-61000-00	Office Specialists, Inc.	Paper	02/27/2024	38.36	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #174	02/27/2024	321.16	
001-0445-62500-00	Pomp's Tire - Galesburg	Tires #600	02/27/2024	642.32	
001-0445-63000-00	Advance Auto Parts	Thread Lock	02/27/2024	25.29	
001-0445-63000-00	Advance Auto Parts	Grease Fittings	02/27/2024	6.43	
001-0445-63000-00	Advance Auto Parts	Grease Fittings	02/27/2024	12.86	
001-0445-63000-00	Advance Auto Parts	Brake Fluid	02/27/2024	20.76	
001-0445-63000-00	Airgas Mid America Inc	Acetylene	02/27/2024	181.12	
001-0445-63000-00	Airgas Mid America Inc	CD/AR	02/27/2024	109.47	
001-0445-63000-00	Napa Auto Parts	Qwikfit Comp	02/27/2024	8.39	
001-0445-63000-00	Napa Auto Parts	Cable Tie Strap	02/27/2024	23.38	
001-0445-63000-00	Lawson Products, Inc.	Nuts, Washers	02/27/2024	6.86	
Subtotal for Divison: 0445				1,632.33	
001-0450-51500-00	Gatehouse Media	Notice To Bidders Acct# 857927	02/27/2024	98.61	
001-0450-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	67.03	
001-0450-55500-00	Cozadd Diesel Service, Inc	Towed Plow Truck #108	02/27/2024	450.00	
001-0450-55500-00	Sadler Power Train, Inc	Rebuild Driveshaft #111	02/27/2024	853.64	
001-0450-55700-00	Howe Overhead Doors, Inc.	Serviced and Rewired Receiver, Removed Aux. Card in Operator	02/27/2024	475.00	
001-0450-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	75.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Mutual Wheel Co., Inc.	U-Bolt Kit #111	02/27/2024	220.64	
001-0450-62500-00	Supreme Radio Communications, Inc	Antenna #141	02/27/2024	33.99	
001-0450-62500-00	Napa Auto Parts	Alternator #116	02/12/2024	325.59	
001-0450-62500-00	Napa Auto Parts	Return Alternator #116	02/12/2024	-325.59	
001-0450-62500-00	Nichols Diesel Service, Inc	Wheel Speed Sensor #108	02/27/2024	122.04	
001-0450-62500-00	Nichols Diesel Service, Inc	Wheel Seal #108	02/27/2024	74.47	
001-0450-62500-00	Fastenal Company	Bolts, Nuts	02/27/2024	250.00	
001-0450-62500-00	Bonnell Industries Inc	Urethane Disk, Spreading Disk Hub	02/27/2024	1,432.82	
001-0450-62500-00	Advance Auto Parts	Air Duct #135	02/27/2024	16.79	
001-0450-62500-00	Supreme Radio Communications, Inc	Antenna #116	02/27/2024	33.99	
001-0450-62500-00	Supreme Radio Communications, Inc	Antenna #101	02/27/2024	33.99	
001-0450-65000-00	Office Specialists, Inc.	Paper Towel	02/27/2024	129.62	
001-0450-65000-00	Office Specialists, Inc.	Toilet Paper, Trash Bags	02/27/2024	117.82	
001-0450-65000-00	Office Specialists, Inc.	Paper Towels	02/27/2024	97.34	
001-0450-65500-00	Fastenal Company	Bolts	02/27/2024	276.80	
001-0450-66500-00	MH Equipment	Traffic Portion of Scissor Lift	02/27/2024	15,000.00	0000092605
Subtotal for Division: 0450				19,859.59	
001-0510-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	5.59	
001-0510-54500-00	Jared Tapscott	Meals - Street Crimes E Moline - JTapscott	02/27/2024	21.00	
001-0510-54500-00	Amber Schlomer	Meals - Crisis Intervention - E Moline II - ASchlomer	02/27/2024	35.00	
001-0510-54500-00	Mayra Duran	Meals - Crisis Intervention - E Moline II - MDuran	02/27/2024	35.00	
001-0510-54500-00	Andrew Hardine	Meals - Street Crimes - E Moline II - AHardine	02/27/2024	21.00	
001-0510-54500-00	Cameron Woodbury	Meals - Street Crimes - E Moline IL - CWoodbury	02/27/2024	21.00	
001-0510-54500-00	Nathan Lewis	Meals - Street Crimes - EMoline IL - NLewis	02/27/2024	21.00	
001-0510-55000-00	Illinois Police Association	Illinois Police Association Annual Membership - DC Legate	02/27/2024	30.00	
001-0510-55500-00	Supreme Radio Communications, Inc	01/24 - Maintenance	02/27/2024	1,263.25	
001-0510-55500-00	Supreme Radio Communications, Inc	Program Portable Radios #221 #222 #223	02/27/2024	90.00	
001-0510-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
001-0510-55800-00	Tyler Technologies, Inc	04/24 - 12/24 - License MDC/Tablet	02/27/2024	175.67	
001-0510-55800-00	Tyler Technologies, Inc	03/24 - 12/24 - Server Hosting, Maintenance	02/27/2024	3,523.45	
001-0510-55800-00	Tyler Technologies, Inc	03/24 - 12/24 - Hosting Fee Maintenance	02/27/2024	93.71	
001-0510-55800-00	Leads Online	02/24 - 12/24 - LeadsOnline Investigation System Service Package	02/27/2024	3,021.67	
001-0510-57500-00	JSLK Management Iowa LLC	2024 Police Uniform Cleaning as per agreement. - Taylor	02/27/2024	6.18	0000092638
001-0510-57500-00	JSLK Management Iowa LLC	2024 Police Uniform Cleaning as per agreement. - Idle	02/27/2024	17.97	0000092638
001-0510-57500-00	JSLK Management Iowa LLC	2024 Police Uniform Cleaning as per agreement. - Anderson	02/27/2024	10.25	0000092638
001-0510-61000-00	Badge Frame, Inc	Engraved Name Plate - Paulsgrove	02/27/2024	21.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-61000-00	Office Specialists, Inc.	Stapler	02/27/2024	34.83	
001-0510-62500-00	Supreme Radio Communications, Inc.	Sensor Cable #23	02/27/2024	155.73	
001-0510-62500-00	Advance Auto Parts	Brake Pads #23	02/27/2024	41.59	
001-0510-62500-00	Ford of Galesburg	Oxygen Sensor #23	02/27/2024	66.27	
001-0510-62500-00	Ford of Galesburg	Brake Caliper #23	02/27/2024	243.54	
001-0510-62500-00	Ford of Galesburg	Oxygen Sensor #27	02/27/2024	66.27	
001-0510-62500-00	Ford of Galesburg	Radio Display #6	02/27/2024	988.00	
001-0510-62500-00	Ford of Galesburg	Pigtail Connector #27	02/27/2024	208.23	
001-0510-62500-00	Ford of Galesburg	PTU Unit #24	02/27/2024	544.08	
001-0510-66500-00	Super Smart Shoppers	NIK Tests	02/27/2024	87.97	
001-0510-67500-00	Ray O'Herron Co., Inc.	Armorskin Base Poly SS 8372	02/27/2024	150.59	0000092340
001-0510-67500-00	PH&S Products, LLC	Nitrile Gloves	02/27/2024	131.00	
001-0510-67500-00	Ray O'Herron Co., Inc.	Street shirt LS DK NAVY 8373	02/27/2024	328.55	0000092340
001-0510-67500-00	Ray O'Herron Co., Inc.	Pants, Shirts - KMansir, SHayes	02/27/2024	629.92	
001-0510-67500-00	Ray O'Herron Co., Inc.	Armorskin Base 8372	02/27/2024	150.58	0000092340
001-0510-67500-00	Ray O'Herron Co., Inc.	Sweaters - Mansir, Hayes	02/27/2024	233.98	
001-0510-69000-00	Ray O'Herron Co., Inc.	ProTac Rail Mounts	02/27/2024	723.55	
Subtotal for Division: 0510				13,252.42	
001-0550-55500-00	Supreme Radio Communications, Inc.	01/24 - Maintenance	02/27/2024	1,687.25	
001-0550-61000-00	Office Specialists, Inc.	Copy Paper, Lables, Paper, Binders, Clip Board, Highlighters, Fo	02/27/2024	491.00	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts - JMagness	02/27/2024	130.92	
001-0550-85500-00	Knox County Sheriff's Department	03/24 - Share of Ambulance Service	02/27/2024	674.82	
Subtotal for Division: 0550				2,983.99	
001-0605-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	111.71	
001-0605-54500-00	University of Illinois	Fire Safety Officer - KHarms	02/27/2024	575.00	
001-0605-55000-00	Chever Harkey	Reimbursement for EMT License - CHarkey	02/27/2024	46.01	
001-0605-55700-00	Mechanical Service Inc.	Replaced Wall Mount Toilet Gasket, Rebuilt Flushmeter, Flushmete	02/27/2024	836.04	
001-0605-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
001-0605-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
001-0605-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
001-0605-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
001-0605-61000-00	Office Specialists, Inc.	Copy Paper	02/27/2024	140.97	
001-0605-62500-00	Hastings Air-Energy Control, Inc	Tailpipe Adapter, Exhaust Pipe Reducer	02/27/2024	655.28	
001-0605-62500-00	Napa Auto Parts	Return Starter #52	02/12/2024	-467.80	
001-0605-62500-00	Napa Auto Parts	Return Transmission Rear Seal #56	02/27/2024	-13.64	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-62500-00	Napa Auto Parts	Rear Main Seal #56	02/27/2024	33.00	
001-0605-62500-00	Napa Auto Parts	Seal Kit #56	02/27/2024	128.53	
001-0605-62500-00	Napa Auto Parts	Exhaust Clamp #54	02/27/2024	15.38	
001-0605-62500-00	Advance Auto Parts	Oil Filter #56	02/27/2024	2.62	
001-0605-62500-00	Advance Auto Parts	Battery #59	02/27/2024	147.39	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	02/27/2024	48.67	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	02/27/2024	33.40	
001-0605-65000-00	Office Specialists, Inc.	Enzyme Deodorant	02/27/2024	56.22	
001-0605-65500-00	Supreme Radio Communications, Inc.	Factory Repair - Headset	02/27/2024	228.00	
001-0605-65500-00	Supreme Radio Communications, Inc.	Repair of Headset cord	02/27/2024	285.00	
001-0605-66000-00	Galesburg Electric, Inc.	Breaker	02/27/2024	7.65	
001-0605-66000-00	Galesburg Electric, Inc.	Contactora	02/27/2024	33.42	
001-0605-67500-00	Ray O'Herron Co., Inc.	Pants - KHomborg	02/27/2024	67.68	
001-0605-67500-00	Ray O'Herron Co., Inc.	Coat, Pants - TBrackett	02/27/2024	216.07	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts - THanson	02/27/2024	152.60	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts - DWells	02/27/2024	17.99	
001-0605-67500-00	Ray O'Herron Co., Inc.	Class A Uniform - TBrackett	02/27/2024	91.20	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - JLenz	02/27/2024	79.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirt - JLenz	02/27/2024	51.60	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - DWells	02/27/2024	120.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Pants - DWells	02/27/2024	31.49	
Subtotal for Divison: 0605				3,951.46	
Subtotal for Fund 001				110,288.08	
011-0000-66000-00	Compass Mineral America, Inc	2024 Winter Supply of Rock Salt	02/27/2024	6,546.77	0000092609
011-0000-66000-00	Compass Mineral America, Inc	2024 Winter Supply of Rock Salt	02/27/2024	21,411.47	0000092609
Subtotal for Divison: 0000				27,958.24	
Subtotal for Fund 011				27,958.24	
014-0000-66000-00	Galesburg Builders Supply, Inc	2024 Supply of High Performance Patch Mix	02/27/2024	719.20	0000092623
014-0000-66000-00	Galesburg Builders Supply, Inc	2024 Supply of High Performance Patch Mix	02/27/2024	317.75	0000092623
014-0000-66000-00	Galesburg Welding, Inc	6ft of 4x3/8 Flat	02/27/2024	64.20	
014-0000-66000-00	Tickle Asphalt Co., Ltd.	2024 Supply of High Performance Patch Mix	02/27/2024	1,110.00	0000092622
014-0000-66000-00	Tickle Asphalt Co., Ltd.	2024 Supply of High Performance Patch Mix	02/27/2024	916.25	0000092622
Subtotal for Divison: 0000				3,127.40	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 014				3,127.40	
018-0000-55500-00	Pomp's Tire - Galesburg	Repair of Tire #128	02/27/2024	49.00	
018-0000-62500-00	Napa Auto Parts	Air Line Fitting #128	02/27/2024	6.59	
018-0000-62500-00	Napa Auto Parts	Fitting #128	02/27/2024	10.09	
018-0000-62500-00	Nichols Diesel Service, Inc	Coupling #128	02/27/2024	8.92	
018-0000-62500-00	Nichols Diesel Service, Inc	Connector #128	02/27/2024	11.37	
018-0000-62500-00	Centre State International Trucks, Inc	Credit 02P100018 #131	02/27/2024	-270.44	
018-0000-62500-00	Centre State International Trucks, Inc	Alternator #131	02/27/2024	270.44	
018-0000-62500-00	Centre State International Trucks, Inc	Alternator #131	02/27/2024	270.44	
Subtotal for Divison: 0000				356.41	
Subtotal for Fund 018				356.41	
019-0000-33386-00	Monmouth Youth Basketball	Refund - 5th Grade Boys Basketball - Monmouth Youth Basketball	02/27/2024	165.00	
019-0000-33389-00	Ashley Johnson	Refund of Shelter Rental - Shelter #10 Lincoln Park Shelter	02/27/2024	45.00	
Subtotal for Divison: 0000				210.00	
019-1905-51500-00	Gatehouse Media	Notice To Bidders Acct# 857927	02/27/2024	134.93	
019-1905-51500-00	WMOI - FM	Radio Ads	02/27/2024	260.00	
019-1905-55800-00	Office Specialists, Inc.	Lakeside Adobe subscription - March to December 2024 - A. Buchen	02/27/2024	1,106.66	0000092668
019-1905-61000-00	Office Specialists, Inc.	Copy Paper, Tape	02/27/2024	62.14	
Subtotal for Divison: 1905				1,563.73	
019-1910-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	55.86	
019-1910-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	50.00	
019-1910-65000-00	Office Specialists, Inc.	Paper Towels	02/27/2024	66.80	
019-1910-66000-00	Galesburg Electric, Inc.	Light Bulbs, Screw Covers, Recycle Lights, Filler Plates	02/27/2024	210.84	
Subtotal for Divison: 1910				383.50	
019-1911-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	173.15	
019-1911-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	65.00	
019-1911-55700-00	Howe Overhead Doors, Inc.	Serviced Commercial Door & Operator, Replaced Cable and Bracket	02/27/2024	114.50	
019-1911-55700-00	Neil Thomas Plumbing & Heating, Inc	Repair, Replaced Flush Valve	02/27/2024	1,158.30	
019-1911-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	26.70	
019-1911-65000-00	Office Specialists, Inc.	Cups, Forks	02/27/2024	108.52	
019-1911-65000-00	Office Specialists, Inc.	Paper Towels, Rim Hangers	02/27/2024	62.10	
019-1911-65000-00	Office Specialists, Inc.	Paper Towels	02/27/2024	48.67	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1911				1,756.94	
019-1915-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	27.93	
019-1915-55700-00	J.P. Benbow, Inc.	Furnished & Installed Ice Machine	02/27/2024	300.00	
019-1915-55700-00	Knox County Landfill	01/24 Service Acct # 122	01/30/2024	124.32	
019-1915-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	40.00	
019-1915-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	74.86	
019-1915-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	74.86	
019-1915-62500-00	Supreme Radio Communications, In	Antenna #544	02/27/2024	33.99	
019-1915-62500-00	Supreme Radio Communications, In	Antenna #505	02/27/2024	33.99	
019-1915-62500-00	Napa Auto Parts	PlasticWeld #514	02/27/2024	10.99	
019-1915-62500-00	Supreme Radio Communications, In	Antenna #501	02/27/2024	33.99	
019-1915-62500-00	Napa Auto Parts	Relay #515	02/12/2024	15.69	
019-1915-62500-00	Advance Auto Parts	Brake Pads #503	02/27/2024	53.94	
019-1915-62500-00	Advance Auto Parts	Filter Kit #503	02/27/2024	88.66	
019-1915-62510-00	Herr Petroleum Corp	232.1 Gal Unleaded Ethanol	02/27/2024	638.29	0000092628
019-1915-66500-00	J.P. Benbow, Inc.	Furnished & Installed Ice Machine	02/27/2024	3,410.00	
019-1915-66500-00	MH Equipment	Parks Portion of Scissor Lift	02/27/2024	4,955.00	0000092605
Subtotal for Divison: 1915				9,916.51	
019-1920-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	11.17	
019-1920-54500-00	Bryan Luedtke	Meals,Trasnport-PGA National MOY-Howey in the Hills FL-BLuedt	02/27/2024	519.08	
019-1920-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
019-1920-55700-00	Breslin's Floor Covering, Inc	Patch Floor, Skim Coat	02/27/2024	755.00	
019-1920-55700-00	Johnson Controls Security Solutions	03/24 - 05/24 - Service Cust #01300 115406615	02/27/2024	837.83	
019-1920-55700-00	Robert Smith	Carpet Cleaning, Tile Cleaning	02/27/2024	550.00	
019-1920-55700-00	Ostrander Window Cleaning	Window Cleaning	02/27/2024	300.00	
019-1920-55800-00	Office Specialists, Inc.	Golf Adobe subscription - March to Decemeber 2024 - Bryan Luedtk	02/27/2024	276.66	0000092668
019-1920-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	39.75	
019-1920-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	39.75	
019-1920-62500-00	Advance Auto Parts	Filter Kit #558	02/27/2024	35.15	
019-1920-62500-00	Advance Auto Parts	Return Oil Filter #552	02/27/2024	-2.62	
019-1920-62500-00	Advance Auto Parts	Oil Filter #569	02/27/2024	2.62	
019-1920-62500-00	Advance Auto Parts	Filter Kit #569	02/27/2024	69.62	
019-1920-62500-00	Advance Auto Parts	Filter Kit #552	02/27/2024	34.46	
019-1920-62500-00	Martin, Inc	Drive Belt #552	02/27/2024	346.94	
019-1920-62500-00	Martin, Inc	Fuel Filter #569	02/27/2024	24.28	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-62500-00	Martin, Inc	Filter Kit #552	02/27/2024	60.50	0000092650
019-1920-64300-00	R & R Products, Inc.	Drain Plug W/ Gasket	02/27/2024	44.55	
019-1920-65500-00	Galesburg Electric, Inc.	Tape	02/27/2024	86.95	
019-1920-65500-00	M&M Golf Cars, LLC	Carry All 502 Sunbrella Hinged Cab	02/27/2024	1,580.00	
019-1920-65500-00	R & R Products, Inc.	Tine Holder, Overhaul Kit, Screws	02/27/2024	1,021.80	
019-1920-66500-00	R & R Products, Inc.	Transfer Pump, Suction Hand Pump	02/27/2024	281.90	
019-1920-67500-00	R & R Products, Inc.	Safety Can	02/27/2024	128.75	
019-1920-76000-00	Sinacola LLC	Bunker Links Hole 15 Bridge Replacement	02/27/2024	4,802.00	
Subtotal for Divison: 1920				11,901.14	
019-1935-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	16.76	0000092655
019-1935-55700-00	Getz Fire Equipment Co., Inc.	Inspection, Integrity Test, Certification	02/27/2024	220.50	
019-1935-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	80.00	
019-1935-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	454.48	
019-1935-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	454.48	
Subtotal for Divison: 1935				1,226.22	
019-1940-64125-00	Atlantic Coca-Cola	Misc Concessions	02/27/2024	57.54	
Subtotal for Divison: 1940				57.54	
019-1945-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	22.34	
019-1945-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	95.00	
Subtotal for Divison: 1945				117.34	0000092655
019-1950-55700-00	Natare Corporation	Install Two Outdoor Pool Liners at Lakeside Water Park and Water	02/27/2024	36,841.25	
019-1950-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
Subtotal for Divison: 1950				36,896.25	
019-1955-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	189.91	
019-1955-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	60.00	
019-1955-68500-00	Tri-State Water	Misc Chemicals	02/27/2024	58.27	
Subtotal for Divison: 1955				308.18	
019-1960-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	100.54	
019-1960-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	40.00	
019-1960-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	40.00	0000092655
Subtotal for Divison: 1960				180.54	
019-1965-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	50.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1965-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	50.00	
019-1965-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	39.44	
019-1965-57500-00	Aramark Uniform Serv. Inc.	02/24 - Service	02/27/2024	39.44	
019-1965-62500-00	Supreme Radio Communications, Inc	Antenna #581	02/27/2024	33.99	
Subtotal for Divison: 1965				<u>212.87</u>	
019-1975-55500-00	Glass Specialty Inc	Glue HT Tab on Windshield	02/27/2024	75.00	
019-1975-62500-00	Supreme Radio Communications, Inc	Antenna #104	02/27/2024	33.99	
019-1975-62500-00	Mutual Wheel Co., Inc.	Strobe Lights #104	02/27/2024	458.80	
Subtotal for Divison: 1975				<u>567.79</u>	
Subtotal for Fund 019				<u><u>65,298.55</u></u>	
020-0000-62500-00	Blunier Implement, Inc	Power Cable #354	02/27/2024	138.87	
Subtotal for Divison: 0000				<u>138.87</u>	
Subtotal for Fund 020				<u><u>138.87</u></u>	
023-0000-83100-00	Lambasio, Inc.	Install Outside Clean Out on Sewer & Clean Line -360 Dayton Dr	02/27/2024	2,698.95	
Subtotal for Divison: 0000				<u>2,698.95</u>	
Subtotal for Fund 023				<u><u>2,698.95</u></u>	
024-0000-20102-00	Kohl's Illinois Inc	2023 - Sales Tax Rebate	02/27/2024	48,026.45	
024-0000-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	33.51	
024-0000-88300-00	Breslin's Floor Covering, Inc	03/24 Parking Lot Lease	02/27/2024	605.05	
Subtotal for Divison: 0000				<u>48,665.01</u>	
Subtotal for Fund 024				<u><u>48,665.01</u></u>	
030-0320-51500-00	Gatehouse Media	Notice To Bidders Acct# 857927	02/27/2024	117.40	
030-0320-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	18.43	
030-0320-54500-00	Kraig Boynton	Mileage - HSTP Meeting for PCOMS- Peoria IL -KBoynton	02/27/2024	33.84	
030-0320-61000-00	Office Specialists, Inc.	Paper	02/27/2024	18.55	
030-0320-61000-00	Office Specialists, Inc.	Pocket Inserts	02/27/2024	91.39	
030-0320-61000-00	Office Specialists, Inc.	Envelopes	02/27/2024	8.34	
030-0320-62500-00	Ford of Galesburg	Transmission, Core Deposit	01/30/2024	5,200.00	
030-0320-62500-00	Napa Auto Parts	Wheel Nut	02/27/2024	16.32	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-62500-00	Napa Auto Parts	Shock Absorber	02/27/2024	67.98	
030-0320-62500-00	Napa Auto Parts	Glow Plugs	01/31/2024	197.92	
030-0320-62500-00	Napa Auto Parts	Shock Absorber	02/27/2024	67.98	
030-0320-62500-00	Napa Auto Parts	Driveshaft Support W/ Bearing	02/27/2024	56.49	
030-0320-62500-00	Napa Auto Parts	Belt Tensioner Assembly	01/31/2024	48.09	
030-0320-62500-00	Napa Auto Parts	Radiator	02/12/2024	252.47	
030-0320-62510-00	Herr Petroleum Corp	378.1 Gal Unleaded Ethanol	02/27/2024	945.10	0000092627
030-0320-62510-00	Herr Petroleum Corp	246.1 Gal Unleaded Ethanol	02/27/2024	610.35	0000092627
030-0320-62510-00	Herr Petroleum Corp	448.3 Gal Unleaded Ethanol	02/27/2024	1,232.86	0000092627
030-0320-65500-00	Galesburg Communications, Inc.	Batteries	01/30/2024	322.20	
030-0320-65500-00	Galesburg Communications, Inc.	Batteries	01/30/2024	121.30	
Subtotal for Division: 0320				9,427.01	
030-0370-51500-00	Gatehouse Media	Notice To Bidders Acct# 857927	02/27/2024	117.41	
030-0370-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	43.01	
030-0370-54500-00	Kraig Boynton	Mileage - HSTP Meeting for PCOMS- Peoria IL -KBoynton	02/27/2024	33.83	
030-0370-57500-00	Cintas, Inc	02/24 Service	02/27/2024	218.23	
030-0370-57500-00	Cintas, Inc	02/24 Service	02/27/2024	306.35	
030-0370-62500-00	Napa Auto Parts	Valve, Manifold Gasket Set	02/27/2024	72.48	
030-0370-62500-00	Napa Auto Parts	Hose, Hose End Fitting	02/27/2024	48.23	
030-0370-62500-00	Gillig	Pinion Shim Kit	02/27/2024	47.50	
030-0370-62500-00	Eastern Iowa Tire	Tires	02/27/2024	2,031.90	
030-0370-62500-00	Autozone	High Flow Therm	02/27/2024	16.62	
030-0370-62510-00	Herr Petroleum Corp	230 Gal Diesel #2, 60 Gal Diesel #1 Winter Fuel Additive	02/27/2024	1,081.37	0000092627
030-0370-62510-00	Herr Petroleum Corp	475.3 Gal Diesel #2	02/27/2024	1,561.93	0000092627
030-0370-65500-00	Napa Auto Parts	Brake Cleaner	02/27/2024	43.08	
030-0370-65500-00	Napa Auto Parts	Blade Set	02/27/2024	33.99	
030-0370-66000-00	Lock & Key Shop LLC	Keys	02/27/2024	10.62	
Subtotal for Division: 0370				5,666.55	
Subtotal for Fund 030				15,093.56	
043-0000-51000-00	UMB Bank, N.A.	IL GO BDS SRS 2016	02/27/2024	318.00	
Subtotal for Division: 0000				318.00	
Subtotal for Fund 043				318.00	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Bid Documents Hawthorne Pool Renovation, Phase 2	02/27/2024	4,648.00	0000092549

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				4,648.00	
Subtotal for Fund 054				4,648.00	
057-0000-61700-00	Office Specialists, Inc.	Amber Cox-Braaten (C4) - CRP replacement - includesUSB Hub and	02/27/2024	1,438.00	0000092670
057-0000-61700-00	Office Specialists, Inc.	Check Scanner Computer (back office) - CRP replacement - include	02/27/2024	1,438.00	0000092670
057-0000-61700-00	Office Specialists, Inc.	Heather Lee - CRP replacement - includesUSB Hub and UPS	02/27/2024	1,438.00	0000092670
057-0000-61700-00	Office Specialists, Inc.	Register 1 (C1) - CRP replacement - includesUSB Hub and UPS	02/27/2024	1,438.00	0000092670
057-0000-61700-00	Office Specialists, Inc.	Sara Helms - CRP replacement - includesUSB Hub and UPS	02/27/2024	1,438.00	0000092670
057-0000-61700-00	Office Specialists, Inc.	Tanya Billiter - CRP replacement - includesUSB Hub and UPS	02/27/2024	1,438.00	0000092670
Subtotal for Divison: 0000				8,628.00	
Subtotal for Fund 057				8,628.00	
061-0000-20101-00	GERALD SMITH	Refund Check 066068-000, 326 KENWICK DR	02/22/2024	80.00	
061-0000-20101-00	DIANA POWELL ESTATE	Refund Check 010594-000, 717 ARNOLD ST	02/15/2024	103.88	
061-0000-20101-00	ALEX WATTS	Refund Check 053167-002, 1373 IMPERIAL AVE	02/14/2024	40.69	
061-0000-20101-00	KARLEE STAPF	Refund Check 063831-000, 1444 S SEMINARY ST	02/15/2024	12.41	
061-0000-20101-00	MARK RASMUSSEN	Refund Check 048455-009, 675 N PRAIRIE ST	02/21/2024	91.37	
061-0000-20101-00	TAYLOR GLAS	Refund Check 067010-000, 643 N PRAIRIE ST	02/21/2024	80.08	
061-0000-20101-00	KAINAN WOODRUFF	Refund Check 065268-000, 1520 W LOSEY ST	02/21/2024	72.15	
061-0000-20101-00	KARLA JOHNSON	Refund Check 063114-000, 101 N IVAN AVE	02/14/2024	14.72	
061-0000-20101-00	MORNINGSIDE ALLIANCE LLC	Refund Check 059064-017, 750 CLARK ST	02/22/2024	117.33	
061-0000-20101-00	JESSEY GOMEZ	Refund Check 066254-001, 81 DUFFIELD AVE	02/21/2024	21.30	
061-0000-20101-00	ROGER HAGERTY	Refund Check 007167-075, 468 E NORTH ST	02/14/2024	74.45	
061-0000-20101-00	TAYLOR NAGEL	Refund Check 064742-000, 1496 DEE ANN DR	02/22/2024	77.65	
061-0000-20101-00	SHELBY MILLS	Refund Check 065369-000, 1411 E FIFTH ST 20	02/14/2024	6.33	
061-0000-20101-00	NICHOLE MOORE	Refund Check 006843-001, 751 W SOUTH ST	02/14/2024	40.70	
061-0000-20101-00	JENNIFER HEDGES	Refund Check 062721-000, 1276 S KELLOGG ST	02/15/2024	58.70	
061-0000-20101-00	YANCHUN LI	Refund Check 055426-002, 1132 N CEDAR ST	02/14/2024	85.69	
061-0000-20101-00	CHERYL ASHBY	Refund Check 052572-000, 135 N SEMINARY ST	02/14/2024	101.32	
061-0000-20101-00	ROBERT CALDERONE	Refund Check 018567-001, 1108 N PRAIRIE ST	02/14/2024	112.61	
061-0000-20101-00	VICTOR DANTAS	Refund Check 063107-004, 1120 GRAND AVE	02/14/2024	58.70	
061-0000-20101-00	SPENCER GLASNOVICH	Refund Check 058872-000, 1244 BROWN AVE	02/21/2024	47.15	
061-0000-20101-00	CODY HIPPI	Refund Check 066310-000, 1022 GREENLEAF ST	02/22/2024	109.11	
061-0000-20101-00	WILLIAM BRIDGER	Refund Check 056658-000, 1096 HUBER AVE	02/21/2024	72.82	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	02/27/2024	14.50	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-51000-00	Credit Collection Partners	01/24 Service	02/27/2024	237.21	
061-0000-51500-00	Sebis Direct Inc	01/24 - Galesburg Utility Billing	02/27/2024	1,063.39	
061-0000-52300-00	Nicor Gas	01/24 Service - Acct #14-51-15-5411 6	01/30/2024	5,119.24	
061-0000-52300-00	Nicor Gas	01/24 Service - Acct #20-72-70-1000 9	01/30/2024	105.00	
061-0000-52500-00	Galesburg Sanitary Dist.	01/24 - Service	02/27/2024	27.93	
061-0000-55000-00	Francis Rutledge	Reimbursment CDL - FRutledge	02/27/2024	30.00	
061-0000-55700-00	Waste Management, Inc.	02/24 Service Cust ID # 64537-23004	02/27/2024	21.54	
061-0000-55700-00	Waste Management, Inc.	02/24 Service Cust ID # 9-06892-63006	02/27/2024	120.51	
061-0000-55700-00	American Pest Control Inc	02/24 Pest Services	02/27/2024	55.00	
061-0000-55700-00	AMP Companies Inc	Hooked up Water Meter - 594 Fifer St	02/27/2024	122.80	
061-0000-65500-00	Core & Main	Chart Paper	02/27/2024	181.90	
061-0000-66000-00	Gunther Construction Co., a div. of I	FA-1 FILL SAND DELIVERED	02/27/2024	933.92	0000092608
061-0000-66000-00	Core & Main	6" X 7-1/2" REPAIR CLAMP; 6.84 - 7.24 OD;261-069007-000	02/27/2024	150.26	0000092664
061-0000-66000-00	Core & Main	8 X 30 REPAIR CLAMP; OD 8.99-9.39; FS1-939-30	02/27/2024	1,370.76	0000092666
061-0000-66000-00	Core & Main	8 X 15 REPAIR CLAMP; OD 8.99-9.39; FS1-939-15	02/27/2024	640.30	0000092666
061-0000-66000-00	Core & Main	8" X 7-1/2" REPAIR CLAMP; 8.99-9.39 OD;261-090507-000	02/27/2024	702.88	0000092664
061-0000-66000-00	Core & Main	8" X 15" REPAIR CLAMP; 8.99-9.39 OD;261-090515-000	02/27/2024	645.26	0000092664
061-0000-66000-00	Core & Main	8" X 12-1/2" REPAIR CLAMP; 8.99-9.39 OD;261-090512-000	02/27/2024	1,122.64	0000092664
061-0000-66000-00	Core & Main	6" REPAIR CLAMP; 6.84-7.24 OD; CR1-724-20	02/27/2024	696.70	0000092664
061-0000-66000-00	Core & Main	6 X 15 REPAIR CLAMP; OD 6.84-7.24; FS1-724-15	02/27/2024	1,053.68	0000092666
061-0000-66000-00	Core & Main	6 X 30 REPAIR CLAMP; OD 6.84-7.24; FS1-724-30	02/27/2024	2,337.28	0000092666
061-0000-66000-00	Core & Main	6 X 20 REPAIR CLAMP; OD 6.84-7.24; FS1-724-20	02/27/2024	867.60	0000092666
061-0000-66000-00	Core & Main	8" REPAIR CLAMP; 9.00 - 9.40 OD; CR1-940-20	02/27/2024	794.14	0000092664
061-0000-66000-00	Core & Main	6" X 15" REPAIR CLAMP; 6.84 - 7.24 OD;261-069015-000	02/27/2024	530.32	0000092664
061-0000-66000-00	Core & Main	6 X 7-1/2 REPAIR CLAMP; OD 6.84-7.24; FS1-724-7.5	02/27/2024	1,638.89	0000092666
061-0000-66000-00	Core & Main	6" X 30" REPAIR CLAMP; 6.84 - 7.24 OD;261-069030-000	02/27/2024	1,190.80	0000092664
061-0000-66000-00	Core & Main	8" X 20" REPAIR CLAMP; 8.99-9.39 OD;261-090520-000	02/27/2024	1,404.33	0000092664
061-0000-66000-00	Core & Main	6" REPAIR CLAMP; 6.84-7.24 OD; CR1-724-8	02/27/2024	133.17	0000092664
061-0000-66000-00	Core & Main	8 X 20 REPAIR CLAMP; OD 8.99-9.39; FS1-939-20	02/27/2024	937.42	0000092666
061-0000-66700-00	Core & Main	Water Meters, Water Meter Supplies	02/27/2024	1,560.00	
Subtotal for Divison: 0000				27,288.53	
Subtotal for Fund 061				27,288.53	
067-0000-51500-00	Sebis Direct Inc	01/24 - Galesburg Utility Billing	02/27/2024	531.61	
067-0000-59501-00	Knox County Landfill	01/24 Service Acct # 121	01/30/2024	27,667.08	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				28,198.69	
Subtotal for Fund 067				28,198.69	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Screening - DOT Physical	02/27/2024	275.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Screening	02/27/2024	140.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Screening - DOT Physical	02/27/2024	220.00	
078-0000-51000-00	OSF Occupational Medicine	Pre Employment Screening - DOT Physical	02/27/2024	220.00	
078-0000-51000-00	Mid-West Truckers Association, Inc.	Wait Time 45 min - BGibbs	02/27/2024	37.50	
078-0000-51000-00	AssuredPartners Great Plains LLC	Assured Partners Benefits Consulting fee 2024	02/27/2024	51,500.00	0000092663
078-0000-56534-00	Illinois Municipal League Risk Man:	01/24 - Service #23050K984062	02/27/2024	20.00	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp - DOS 02/08/24 - Pat Acct# 0019670800	02/27/2024	180.09	
078-0000-56535-00	OSF Occupational Medicine	Workers Comp - DOS 02/05/24 - Pat Acct #0019670900	02/27/2024	160.64	
078-0000-56535-00	OSF St Mary Medical Center	Workers Comp - DOS 01/03 - 01/24 - Insured ID #WC2023-014	02/27/2024	1,165.43	
078-0000-56535-00	Midwest Orthopaedic Center	Workers Comp DOS 10/20/23 Patient Acct #164646	02/27/2024	101.52	
078-0000-56535-00	Midwest Orthopaedic Center	Workers Comp DOS -01/24/24 - Pat Acct# 196135	02/27/2024	212.15	
078-0000-56535-00	Central IL Radiological Assoc	DOS 01/01/24 - Pat #252006776688	02/27/2024	56.49	
078-0000-56535-00	Johnathan Fox	Workers Comp Reimbursment Medication	02/27/2024	19.49	
Subtotal for Divison: 0000				54,308.31	
Subtotal for Fund 078				54,308.31	
Report Total:				397,014.60	

Advance Checks and ACH Payments as of 2/26/2024

Check Date	Check #	Vendor Name	Description	Account #	Amount
2/15/2024	99188	Appraisal One, Inc	Property Appraisal - 465 Mulberr	049-0000-51000	1,500.00
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	024-0000-20102	1,213.90
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	030-0000-20102	1,396.42
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	001-0000-20102	9,950.60
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	020-0000-20102	2,499.12
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	019-0000-20102	20,255.93
2/15/2024	0	Constellation Newenergy Inc	01/24 Electricity #204250116-88	061-0000-20102	23,007.11
2/15/2024	0	Hein Construction Co, Inc	PSB HVAC Renovation	054-0000-76000	38,782.42
2/15/2024	0	Hein Construction Co, Inc	PSB HVAC Renovation	054-0000-76000	125,565.15
2/15/2024	0	Hein Construction Co, Inc	Retainage PSB HVAC Renovatio	054-0000-20103	(3,878.24)
2/15/2024	0	Hein Construction Co, Inc	PSB HVAC Renovation	054-0000-20103	(12,556.52)
2/15/2024	0	James Hartshorn	Officiate Vball - 4 games 2/14/24	019-1940-51400	100.00
2/15/2024	0	James Hartshorn	Officiate Vball - 4 games 2/7/24	019-1940-51400	100.00
2/15/2024	99189	Knox County Records Office	File 2 water/sewer/refuse liens	061-0000-51000	63.00
2/15/2024	99189	Knox County Records Office	Release 2 water/sewer/refuse lien	061-0000-51000	63.00
2/15/2024	99190	Midwest Orthopaedic Center	Work Comp DOS 12/19/23 #202	078-0000-56535	101.52
2/15/2024	0	Mike Hines	Officiate Vball - 4 games 2/07	019-1940-51400	100.00
2/15/2024	0	Mike Hines	Officiate Vball - 4 games 2/14	019-1940-51400	100.00
2/15/2024	0	Oneida Network Services, Inc	02/24 Internet - Kerzi	001-0207-54000	50.00
2/15/2024	0	Victory Lane Ford	Trade In of 2011 Chevrolet Silver	058-0000-71000	(14,000.00)
2/15/2024	0	Victory Lane Ford	2024 Ford F350 as per bid specs ;	058-0000-71000	52,292.00
2/15/2024	0	Victory Lane Ford	Trade In of 2011 Chevrolet Silver	058-0000-71000	(13,000.00)
2/15/2024	0	Victory Lane Ford	2024 Ford F350 per bid specs #5(	058-0000-71000	52,292.00
2/15/2024	0	Victory Lane Ford	Trade In of 2011 Chevrolet Silver	058-0000-71000	(12,000.00)
2/15/2024	0	Victory Lane Ford	Trade In of 2011 Chevrolet Sliver	058-0000-71000	(12,500.00)
2/15/2024	0	Victory Lane Ford	2024 Ford F350 as per bid specs ;	058-0000-71000	52,292.00
2/15/2024	0	Victory Lane Ford	2024 Ford F350 as per bid specs ;	058-0000-71000	52,292.00
2/15/2024	0	Waste Management, Inc.	01/24 Service	067-0000-59502	205,501.48
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	078-0000-51000	40.47
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	061-0000-51000	21.11
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	001-0205-51000	82.29
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	052-0000-51000	82.31
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	058-0000-51000	21.11
2/16/2024	0	Farmers & Mechanics Bank	01/24 F&M Bank Trust Fees	019-1905-51000	4.15
2/16/2024	0	IL Environmental Protection Age	03/24 Semi Annual Loan Paymen	061-0000-20404	20,702.86
2/16/2024	0	IMRF	01/24 IMRF Contributions	001-0000-20311	123,464.60
2/16/2024	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	1,000.00
2/16/2024	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
2/16/2024	0	Quadient Leasing USA, Inc	Postage for machine	061-0000-10702	500.00
2/21/2024	0	Adam D Morrow	Officiate I74 Bball Tourney - 3 g	019-1940-51400	90.00
2/21/2024	0	Adam D Morrow	Officiate I74 Bball Tourney - 4 g	019-1940-51400	120.00
2/21/2024	99250	Ameren Illinois	12/23 & 01/24 Electricity #1147-	001-0000-20102	40,231.82
2/21/2024	99250	Ameren Illinois	01/24 Electricity #1147-55694	018-0000-20102	202.74

2/21/2024	99250 Ameren Illinois	01/24 Electricity #1147-55694	061-0000-20102	23,233.50
2/21/2024	0 BlueCross BlueShield of Illinois	03/24 Health Insurance Premiums	078-0000-20315	411,404.32
2/21/2024	0 Chuck Humes	Officiate I74 Bball Tourney - 4 g	019-1940-51400	120.00
2/21/2024	0 Drew Carlson	Officiate I74 Bball Tourney - 4 g	019-1940-51400	120.00
2/21/2024	0 Drew Carlson	Officiate I74 Bball Tourney - 3 g	019-1940-51400	90.00
2/21/2024	0 Flexible Benefit Service LLC	01/24 Service	001-0120-56506	354.25
2/21/2024	0 Gary Woodkirk	Officiate I74 Bball Tourney - 4 g	019-1940-51400	120.00
2/21/2024	0 Gary Woodkirk	Officiate I74 Bball Tourney - 6 g	019-1940-51400	180.00
2/21/2024	99249 ILLOWA	ILLOWA Mtg - 3 Inspectors	001-0306-54500	60.00
2/21/2024	0 Ken McGruder	Officiate I74 Bball Tourney - 4 g	019-1940-51400	120.00
2/21/2024	0 Victory Lane Ford	2024 Ford F250 as per bid specs	058-0000-71000	51,258.00
2/21/2024	0 Victory Lane Ford	Trade In of 2012 Chevrolet Silver	058-0000-71000	(15,500.00)
2/21/2024	0 Victory Lane Ford	2024 Ford F350 as per bid specs	058-0000-71000	52,292.00
2/21/2024	0 Victory Lane Ford	Trade In of 2011 Ford F250 Picku	058-0000-71000	(16,000.00)
2/21/2024	0 Victory Lane Ford	2024 Ford F250 as per bid specs	058-0000-71000	51,258.00
2/21/2024	0 Victory Lane Ford	Trade In of 2009 Ford F250 Picku	058-0000-71000	(8,000.00)
2/22/2024	0 Illinois Dept Employment Securit	4th Quarter Unemployment Taxes	078-0000-47400	1,866.66
2/22/2024	0 T TECH	01/24 UB ACH Fees	061-0000-51000	784.35
2/22/2024	0 T TECH	01/24 UB ACH Fees	067-0000-51000	392.17
2/26/2024	0 Kelly Cantwell	02/21 - Officiated Volleyball - 4	019-1940-51400	100.00
2/26/2024	0 Mike Hines	02/21 - Officiating Volleyball - 4	019-1940-51400	100.00
2/26/2024	99251 The Car Store Auto Corp	2018 Ford Transit Connect #580	058-0000-66500	14,896.00
Grand Total				\$ 1,327,895.60

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Ordinance authorizing the submittal of the Section 5311 and Downstate Public Transit Operating Assistance Grant Applications for the period July 1, 2024 through June 30, 2025 to provide public transportation.

SUMMARY RECOMMENDATION: The Public Transportation Advisory Commission held a public hearing on February 22, 2024. The commission unanimously recommended the City Council approve the grant applications. The City Manager, Director of Community Development and Transit Manager/PCOM agree with the commission's recommendation.

BACKGROUND: Each year the City submits to the Illinois Department of Transportation (IDOT) a grant application for the funding under the Section 5311 Transit Operating Assistance Program. This is a Federal program administered by the State. Funds are provided to eligible applicants for daily operating and administrative costs to run transit operations. The City’s fixed route and paratransit programs are eligible for this federal funding. The estimated funding amount to be received for the upcoming fiscal year is \$351,507. The Section 5311 Program provides funding up to 50 percent of the operating deficit (operating costs less revenues) and up to 80 percent of the administrative expenses.

The second grant is the Downstate Operating Assistance Program (DOAP) Grant. The State of Illinois currently reimburses the transit system for up to 65 percent of the total operating expenses. For SFY 2025, IDOT stated the Downstate Operating Assistance Program appropriation is \$3,041,600 which is the same as last year’s appropriated amount. For the SFY25 budget, it is estimated that the city will use approximately \$1,977,040.

The estimated cost for this program is as follows:

<u>Funding Source</u>	<u>Amount</u>
Federal Transit Administration.....	\$ 351,507
Downstate Operating Assistance Program...	\$ 1,977,040
Local.....	\$ 654,643
Transit Revenue.....	<u>\$ 58,410</u>
TOTAL PROJECT COST.....	\$ 3,041,600

BUDGET IMPACT: If the application is not submitted there would be an estimated shortfall of up to \$351,507 in Federal funds and up to \$1,977,040 in State funds to cover transit expenses based upon anticipated expenditures and revenues for the year.

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE TO PROVIDE PUBLIC TRANSPORTATION IN THE CITY OF
GALESBURG, KNOX COUNTY, ILLINOIS:**

WHEREAS, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, the City of Galesburg wishes to provide transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq., authorizes a city to provide for public transportation within the city limits:

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

SECTION ONE: City of Galesburg shall hereby provide public transportation within Knox County.

SECTION TWO: The City Clerk of the City of Galesburg shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

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

SECTION FOUR: That the Mayor of the City of Galesburg City Council is hereby authorized and directed to execute and file on behalf of the City of Galesburg a Grant Application to the Illinois Department of Transportation.

SECTION FIVE: That the Mayor of the City of Galesburg City Council is hereby authorized and directed to execute and file on behalf of the City of Galesburg all required Grant Agreements with the Illinois Department of Transportation.

Approved this ____ day of March 2024, by a roll call vote as follows:

Roll Call #: ____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Bid recommendation, purchase seven Boss DXT V-Plow snowplows for the Street, Park, Forestry and Airport Divisions.

SUMMARY RECOMMENDATION: The City Manager, Garage Superintendent and Purchasing Agent recommend the City Council award the bid to Monroe Truck Equipment (Monroe, WI), in the amount of \$60,266.00 for the purchase of seven Boss DXT V-Plow snowplows.

BACKGROUND: The Street, Park, Forestry and Airport Divisions purchased seven pickup trucks in 2023 as part of the scheduled replacements in the vehicle replacement program. The sale included the old snowplow with the trade-in of each unit. The new pickup trucks have now been delivered and require snowplows to be properly put in service as these trucks are instrumental in clearing snow during the winter season.

The bid was advertised in the Galesburg Register Mail, posted on the city website and sent to known vendors specializing in snowplow equipment. Three bids were received in response to this request. The bid submitted by Ron's Toy Box listed numerous pricing inaccuracies and the Purchasing Agent was unable successfully clarify them with the vendor, leading to the rejection of their bid. The low and best bid was submitted by Monroe Truck Equipment (Monroe, WI) in the amount of \$60,266.00. The snowplows are currently in stock and will be delivered by Monroe Truck Equipment to Central Garage for city staff to install onto the pickup trucks. 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. Bid tabulation

City of Galesburg

Bid Tab - 7 Snowplows Date: 02/21/24 Attended by: T.Miller/M.Miller						
Company	Blunier Implement Inc		Ron's Toy Box		Monroe Truck Equipment	
City, State	Eureka, IL		Bettendorf, IA		Monroe, WI	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
One (1) 8’2” Boss DXT V-Plow for 2024 F250 Super Duty 4WD	8,905.04	8,905.04	8,482.50	11,194.08	8,414.00	8,414.00
One (1) 9’2” Boss DXT V-Plow for 2024 Ford F250 Super Duty 4WD	9,240.05	9,240.05	8,737.50	11,580.04	8,642.00	8,642.00
Five (5) 9’2” Boss DXT V-Plows for 2024 Fore F350 Super Duty 4WD	9,240.05	46,200.25	43,687.50	56,702.66	8,642.00	43,210.00
Net Cost to City		64,345.34		80,260.37		60,266.00
Delivery Lead Time	7 days		2 weeks		In stock	
Warranty	2 year part warranty from date of purchase		2 year warranty		2 year warranty	

This bid is rejected due to inaccuracies on the submitted bid form

***Low and Best Bid

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Approve the purchase of phosphate inhibitor.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Water Superintendent and Purchasing Agent recommend that the City Council approve the purchase of phosphate inhibitor from Hawkins, Inc. at a cost of \$0.708 per pound.

BACKGROUND: As required by the Illinois Environmental Protection Agency (IEPA), the Water Division must treat the drinking water with a phosphate inhibitor for corrosion control of lead and copper. A formal bid request was developed requesting a 90% orthophosphate / 10% polyphosphate blend. The bid was advertised in the local paper, posted on the city's website and emailed to known vendors. A total of five vendors responded to this request at follows:

Bid Results for 2024 Phosphate Inhibitor

Company	City/State	Price Per Pound
Shannon Chemical Corporation	Malvern, PA	\$0.644
Hawkins Inc	Roseville, MN	\$0.708
Brenntag Mid-South Inc	Bartonville, IL	\$1.049
AquaSmart Inc	Atlanta, GA	\$1.040
Carus LLC	Peru, LLC	\$0.720

The low bid received by Shannon Chemical Corporation for an SLI-5210 was the requested 90% orthophosphate/10% polyphosphate blended product; however, each company has their own propriety blend of the chemical. As the Water Division has not had experience with this specific product, staff consulted the IEPA for guidance. It was then discovered that the IEPA's regulations have evolved and become more rigorous since the prior comprehensive corrosion study conducted in 2016. Previously, if the phosphate inhibitor was the same percentage blend such as 90/10, it did not matter which company provided the product. However, due to the differences in the propriety blends, the IEPA now requires a comprehensive corrosion study each time a new product is introduced into the drinking water to determine if the proprietary chemical blend will achieve the required results to continue to lower the levels of lead and copper in the drinking water. According to the IEPA, this process can be lengthy and will result in either rejecting the company's product or a special exception permit will need to be processed and issued to use the new phosphate inhibitor in the drinking water. Once the new product has been introduced into the drinking water, additional water sample testing will also need to be conducted for a period of time to ensure the levels remain below the required levels.

Since the study in 2016, the Water Division has been purchasing Hawkins LPC-132 phosphate inhibitor and it has proven to be very effective in lowering the lead and copper levels in the drinking water. By using the current phosphate inhibitor provider, the city will avoid additional costs to conduct a new comprehensive corrosion study as well as paying for additional testing of water samples. Based on the success of reduced lead and copper levels, staff recommend the continued use of Hawkins LPC-132.

For price comparison, phosphate deliveries by Hawkins Inc in 2023 were \$0.7950 per pound and in 2022 were \$0.662 per pound.

BUDGET IMPACT: The Water Division has sufficient funds in their budget.

SUPPORTING DOCUMENTS: None

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Bid for removal of wood waste from the oversized brush drop-off site located on Pickard Road.

SUMMARY RECOMMENDATION: The City Manager, Interim Director of Parks & Recreation and Purchasing Agent recommend that the City Council approve the bid from JIMAX Landscape LLC (Peoria, IL) in the amount of \$28,300.00 to remove the existing wood waste from the oversize brush drop off site located on Pickard Road.

BACKGROUND: The city has requested bids to have excess wood waste from storms, tree work throughout the city and wood waste dropped off by City residents removed from the holding area located on Pickard Road. The city last had this pile cleared in the Spring of 2023 and the current bid is for all wood waste accumulated at the site from that time.

The bid was advertised in the local paper, made available on the city website as well as being provided to vendors who have responded to this request in the past. JIMAX Landscape LLC was the sole respondent to this bid in the amount of \$28,300.00. The city has worked with this vendor in the past and is confident in their capabilities to complete the task. City Staff recommend approval of this project.

BUDGET IMPACT: The Forestry Division (15%) and the Refuse Fund (85%) have both budgeted sufficient funds for this shared expense.

SUPPORTING DOCUMENTS:

1. None

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 18, 2024**

AGENDA ITEM: Approval of Community Power Group (CPG) lease amendment for a Community Solar Garden located on the unutilized space on the airport property.

SUMMARY RECOMMENDATION: The City Manager and Director of Public Works recommend approval of an amendment to the CPG lease, which would add an additional two-year term beginning March 18, 2024, for construction and electric generation to the power grid to begin. The term of the 25-year lease and monthly rent does not start until electric is produced and available to the electric grid.

BACKGROUND: On February 26, 2018, the City Council approved a letter of intent with CPG to develop three community solar gardens, two to be located at the Logistics Park and one to be located at the Airport as well as a distributed generation solar array at the water treatment plant in Oquawka. The proposed lease agreement at the airport included the same terms as the other two leases with an initial annual lease amount at the commencement of power generation of \$1,200 per acre leased with a 1.5% escalator per year. The proposed lease amount was almost five times more rent than the previous rent amount. It was estimated that approximately 17.5 acres would 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. CPG needs the city to execute the lease amendment in order to maintain an interconnection agreement with Ameren and to gain approval from the FAA for the use of airport property for the solar farm.

CPG plans to install a 2.0 megawatt solar array on the proposed leased property. The facility is currently on the waitlist for the Illinois Adjustable Block Program in the traditional community solar program, but there is a significant waitlist for capacity in the program. In order to install the facility and commence rent payments with the City of Galesburg as soon as possible, CPG is proceeding with development of the facility outside of the community solar Adjustable Block Program.

The term of the original lease was 25 years with an automatic extension of up to two consecutive periods of five years each upon mutual agreement of the parties. CPG was granted three years from the effective date of the lease agreement to start installation work, subject to the City having the right to terminate the agreement if no construction had started by that time. No construction had started on the property and the three-year time frame ended on February 8, 2022, at which time CPG paid for a two-year extension per the original lease. Community Power Group reached out to the city in January 2024 and informed the city that they just received the interconnection agreement from Ameren on December 21, 2023, and will be using that agreement to enter the Block Program waitlist for Community Solar, and so they are requesting

second extension to the lease for additional development time to wait for capacity in the Block Program and start construction.

The second extension of the lease does not change any of the existing terms except for the lease period, which starts at the time the electric is generated to the power grid.

BUDGET IMPACT: Community Power Group will pay \$5,000.00 to the city for the two-year lease extension in lieu of the monthly payments from Community Power Group until the commencement of power generation.

SUPPORTING DOCUMENTS:

1. Original Lease Agreement
2. Lease Amendment

SOLAR FACILITY SITE LEASE AGREEMENT

This Solar Facilities Site Lease Agreement (the “Lease” or “Agreement”), dated as of this 8 day of February 2019 (the “Effective Date”), is entered into by and between **Community Power Group, LLC**, a Delaware limited liability company (“Lessee”), and **City of Galesburg, an Illinois home rule municipal corporation** (“Lessor”). Each of Lessee and Lessor is referred to herein as a “Party” and collectively they are referred to as the “Parties”.

A. GENERAL TERMS

A.1. Purpose of the Lease The purpose of this Lease is to lease land (as further defined herein and more fully described in Exhibit A) to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy and storage facility (the “Facility” and as further defined at Exhibit A). Lessee requires access to certain property owned or leased by Lessor as identified in Exhibit A; and Lessor agrees to lease a portion of land (the “Premises”) described herein and within the substance of Exhibit A to Lessee on the terms and conditions hereinafter set forth within the substance of this Lease.

A.2. Facility Development, Construction, Ownership, Operation and Maintenance Lessor hereby consents to the development, construction, ownership, operation and maintenance of the Facility and any component thereof by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any local electric utility personnel, on the Premises, including solar panels, mounting substrates or supports, wiring and connections, energy storage devices, power inverters, service equipment, metering equipment, utility interconnections and any other equipment or facilities related thereto (the “Permitted Uses”).

A.3. Rent During the term of this Lease, Lessee shall pay Lessor rent on a per acre, per year basis as compensation in full for the rights with respect to the Premises, and such other rights, as set forth in this Lease. Lessee shall pay Rent to Lessor according to the following schedule:

A.3.1. Annual Operating Rent The Annual Operating Rent for the full 25 year period shall be paid monthly assuming an amount equal to **\$1,200** per acre, per year (the “Initial Annual Operating Rent”) escalating at a rate of **1.5%** per year. The final acres of the facility shall be defined and attached hereto in Exhibit B upon receipt of all related approvals. The rent will be paid in twelve equal monthly installments on the 15th of each month during the term. Such amount represents the full financial lease obligation from the Lessee to Lessor. Any rent payments more than ten (10) days in arrears shall bear interest at the rate of eight percent (8%) per annum, and in addition, Lessee shall pay a late fee to Lessor of one-hundred (\$100.00) dollars with respect to each late payment.

A.3.1.1. Operating Rent Commencement Date: Shall be the full month during which the Facility begins to generate electric power for delivery to the distribution grid.

A.3.2. Construction and Decommissioning Rent Construction and Decommissioning Rent shall be a monthly payment equal to 1/12th the Annual Operating Rent, with the first payment due on the Construction Rent Commencement Date. In the event the Construction Rent Date is not achieved no rent shall be payable in accordance with this Lease.

A.3.2.1. Construction Rent Commencement Date Construction will be deemed started in the event any material alterations are made to the property or the housing of any construction equipment.

A.3.2.2. Decommissioning Rent Termination Date The date on which the restoration of the premises are returned to the same condition (excepting reasonable wear and tear due to natural occurrences) as the premises were at the date of the commencement of the lease are deemed complete.

A.3.3. Lessor Prepayment Option Prior to the commencement of the Annual Operating Rent Period, Lessor has the option, but not the obligation, to receive the first years Annual Operating Rent payment plus 50% of next 10 years of Annual Operating Rent payments in one upfront payment. For the avoidance of doubt if the Annual Operating Rent payments are \$20,400 (17 acres x \$1,200), then Lessor would be entitled to receive \$20,400 (first Annual Operating Rent Payment) plus \$147,454 (50% of next ten years’ payments) for a total payment of \$167,854 in lieu of receiving the first eleven years payments on an annual basis. After the

eleventh year, lease payments will be made in accordance with the remaining Annual Operating Rent schedule.

A.4. Term The term of this Lease (the “Term”) shall commence on the Effective Date of this Lease and the Effective Date shall be the date this Lease is signed by both Lessor and Lessee. The termination of this Lease shall be the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date and, upon mutual agreement of the Parties, shall automatically extend for up to two (2) consecutive periods of five (5) years each, unless earlier terminated in accordance herein.

A.5. Lessor Right to Terminate If, within three (3) years from the Effective Date, Lessee fails to start Installation Work, or does not secure approved construction permits from the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics, or becomes inactive in pursuing related permits or interconnection agreements related to the Facility, Lessor may terminate this Agreement by delivering notice to Lessee of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Lessee’s receipt of such notice. However, if Lessee is active in pursuing related permits or interconnection agreements, then Lessee shall have the right to buy up to two (2) additional years to start construction (the Extended Period) at a rate equal to 10% of the first years rent payment. Such amount is payable in monthly installments during the Extended Period. In the event of termination, in accordance with Section H, neither Party shall have any further liability to the other, provided that: (i) Lessee, at its expense, shall remove any equipment or materials which Lessee has placed on the Premises; (ii) Lessee, at its expense, shall restore any portions of the Premises disturbed by Lessee to their pre-existing condition pursuant to Section A.6 of this Agreement; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice, in accordance with Section K.1.

A.6. Removal of Facility at End of Term Unless Lessor elects to purchase the Facility pursuant to Section A.7, Lessee shall, within one-hundred and eighty (180) days following the end of the Term, and at Lessee’s cost and expense, be required to decommission, deconstruct, dismantle and remove the Facility from the Premises, the completion of which shall constitute the Termination Date. During such decommissioning period, Lessee, its Affiliates and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any local electric utility personnel shall continue to have access to the Premises and the Facility as otherwise provided in this Lease. Monthly lease payments will continue until the Decommissioning Rent Termination Date. Prior to the Construction Rent period Lessor and Lessee shall agree to a surety mechanism for the removal of the facility.

A.7. Purchase Option Upon Expiration The Lessor may purchase the Facility upon the expiration of this Agreement, if the Agreement is still in effect on such date, at the Facility’s fair market value on an installed and running, or going-concern basis. The Lessee shall notify the Lessor of the right to exercise this purchase option in writing, not less than one hundred twenty (120) days prior to the expiration date. The Lessor shall provide written notice to Lessee of the Lessor’s intent to exercise this purchase option, not less than sixty (60) days prior to the expiration date or ten (10) business days following determination of Fair Market value, whichever is later (or else the option shall automatically expire) (“Exercise Notice at Term Expiration”).

A.8. Access to Premises Lessor shall provide Lessee with access to the Premises as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights to the Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, regulators and other designees of any of the foregoing and any local electric utility personnel, and access to the Facility to interconnect the Facility with the local electrical grid. Lessor grants Lessee all ingress and egress rights of way to the premises as necessary for the design, construction, operation and maintenance of the Facility during the Term of the Lease. Lessor shall provide such space on the Premises and access as is reasonably requested by Lessee for laydown, for the temporary storage and staging of tools, materials, parts, supplies and equipment, for rigging and material handling, for the parking of vehicles and temporary trailers and facilities and for erecting an office or other structure, in each case as reasonable necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility or any portion thereof. Lessor will identify specific areas for storage, staging, and parking use by the Lessee and its Affiliates. Lessor and its authorized representatives shall at all times have access to, and the right to observe, the development, construction, ownership, operation and maintenance of the Facility

on the Premises, subject to compliance with Lessee's safety rules. However, Lessor shall retain the right to identify alternative areas on property it owns or controls to be used by Lessee for the aforementioned purposes in the event the specific location with respect to Lessee's activities interferes with Lessor's operation of its own business.

A.9. Facility and Output Ownership Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility, (ii) all permits, approvals, interconnection agreements, equipment, warranties, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Premises or structures, buildings and fixtures on the Premises, and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Premises or structures, buildings and fixtures on the Premises, except as otherwise provided herein. As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives related to the Facility. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice suggesting ownership of such Energy output, Environmental Attributes or tax or financial incentives.

A.10. Insurance Lessee's liability insurance shall be purchased and maintained by the Lessee to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Lessee's operation under this Agreement, whether such operation be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Lessor as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Lessee's obligations. Lessee shall supply Lessor with an annual certificate of insurance upon renewal. The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties hereunder shall not be limited or reduced by insurance.

A.11. Taxes Lessee shall pay any personal and real property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises (or any portion or component thereof). Lessor pays all real and personal property taxes on the Premises excepting only real and personal property taxes charged against the Facility. Any taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof shall be paid by the party responsible for creating the expense.

A.12. Right of Inspection. The Lessor retains the full right of entry upon the Premises with reasonable notice to Lessee, for any purpose necessary, incidental to or in connection with its obligations hereunder, or in the exercise of its governmental functions, or for the purpose of making any inspection or conducting any testing it deems necessary. The Lessor shall not be obligated to notify Lessee in advance of any entry upon the Premises by the Lessor or agent of the Lessor that is deemed by the Lessor to be of any emergency nature, in the sole discretion of the Lessor, and the Lessor agrees to give notice to Lessee within a reasonable time after such emergency entry. No such entry by or on behalf of the Lessor upon the Premises shall constitute or cause a termination of the Lease nor shall such entry be deemed to constitute an interference with the possession thereof by the Lessee.

A.13. Coordination of Construction. Lessee shall cooperate with the Lessor and its planners, designers, architects, and engineers in the construction and installation of the Facility and Site Improvements on the Lease Premises and comply with the approved plans and specifications of the Building Code, and to the extent applicable the Airport Development Guidelines. Lessee recognizes that during its Construction Period construction may also occur in adjacent areas surrounding its Lease Premises, and Lessee agrees to monitor construction, scheduling and construction staging occurring in adjacent areas.

Lessee shall prevent activities associated with the construction or installation of the Facility at the Airport from interfering with travelers, other businesses or Airport operation, and such activities may be required to be accomplished during off hours, in whole or in part, requiring overtime payments to workers.

Lessee shall be responsible for all utilities needed during construction.

Lessee or its contractor shall at all times keep the construction site and surrounding area in a clean, orderly and safe condition free of accumulated construction debris and waste materials to a suitable licensed landfill off Airport property.

All construction work, materials, and installations involved in or incidental to the construction on the Lease Premises shall be subject at all times to inspection and approval by the Lessor. The Lessor shall at all times have the right of access to the Lease Premises to monitor and inspect the construction of the Site improvements to assure that such improvements are constructed and installed in compliance with the approved plans and specifications.

Prior to the commencement of the Construction Period, Lessee agrees that it shall provide Lessor with evidence of written approval of all final construction plans and any agreements as received by the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics. The Lessee agrees not to start construction unless it has received written approval of all final construction plans and any agreements as received by the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics. The Lessor shall have the right to halt construction or deny access to the Lease premises at any time if such construction is at material variance from the approved plans and specifications until such material variance is corrected, or if such construction poses an immediate safety hazard at the Airport, until such safety hazard is eliminated. The Lessor shall cooperate with Lessee in order to assist the Lessee in its efforts to alleviate and resolve any such material variance or impediment to the safe operation of the Airport so as to permit continuation of construction as expeditiously as possible.

A.14. As-Built Drawings. Not later than sixty (60) days after completion of all work for the Facility and any Site Improvements, Lessee shall provide the Lessor complete sets of as-built drawings. If Lessee fails to provide the as-built drawings after written notice from the Lessor, the Lessor may elect to have the drawings completed and charge Lessee for the costs associated therewith. Lessee agrees that, upon the request of the Lessor, Lessee will inspect the Lease Premises jointly with the Lessor to verify the as-built drawings. All material improvements made by Lessee shall be subject to inspection by the Lessor and approval by Lessor within fourteen (14) calendar days of request for approval, and shall be removed and replaced at Lessee's sole cost immediately if disapproved.

B. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

B.1. Power and Authorization Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

B.2. No Conflict Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

B.3. Binding Obligation Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

B.4. Lessor's Title to Premises Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Premises and that Lessee shall have quiet and peaceful possession of the Premises in accordance with this Lease, free from any claim of any Person of superior title thereto, without hinderance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Lease. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Premises unless Lessor shall

have given Lessee at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease shall run with the Premises and survive any such transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a document in form and substance satisfactory to Lessee, pursuant to which such party (i) acknowledges and consents to the Lessee's rights in the Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy output, the Environmental Attributes or any other tax or financial incentive relating thereto, and shall not gain any interest in any of the foregoing by virtue of the Lessor's transfer, and (ii) expressly subordinates any lien it may have in and to any of the foregoing to Lessee's rights and interests hereunder.

B.5. No Interference With and Protection of the Facility. Lessor will not conduct activities on, in, under, over or about the Premises, the Facility or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility, with the exception that the Lessor and the users of Lessor's property may conduct normal operations as would be attributable to the operations of an airport. The Lessor reserves for itself the right to install utilities upon areas of the Premises as necessary or convenient for the operation of the Airport, and the Lessor further shall have the right to grant easements in the areas of the airport for the installation of utilities provided that the use of such areas or the grant of such easements does not unreasonably interfere with the Lessee's operations and the use of the Premises. The Lessee shall not be entitled to any compensation or abatement of lease payments if the use of such areas or the grant of such easements do not unreasonably interfere with the Lessee operations or use of the Premises. To the extent practicable, Lessor shall permit Lessee to maintain reasonable and appropriate security measures on the Premises to prevent Lessor's employees, invitees, agents and representatives, any third parties or animals, from having access to the Premises or the Facility, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility.

B.6. Insolation Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises or any other real property owned by, leased to or from, or otherwise controlled by Lessor that may reasonably be considered to adversely affect the Facility, with the exception that the Lessor and the users of Lessor's property may conduct normal operations as would be attributable to the operations of an airport. Notwithstanding the above, and notwithstanding the Facility's presence as a fixture on the Premises, the Lessor represents to Lessee that the Lessor has legal title to the land and there are no circumstances known to the Lessee and no commitments to this parties that may damage or impair or otherwise adversely affect or interfere with the Facility or its function by blocking the Facility's insulation and access to sunlight, furthermore, the Lessor covenants that the Lessor shall not cause or permit any such interference with the Facility's insulation and access to sunlight.

B.7. Hazardous Materials To the best of Lessor's knowledge, there are no hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Premises as contemplated by this Lease. Lessor shall not introduce or use any hazardous, toxic or dangerous substances, chemicals, materials or wastes on, in, under or over the Premises in violation of any Applicable Law. If Lessor becomes aware of any hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises, Lessor shall promptly notify Lessee of the type and location of such substances, chemicals, materials or wastes in writing. Lessor agrees to assume full responsibility for and shall protect, indemnify, defend and hold harmless Lessee and its Indemnitees against, any loss, costs, damages, liability or cleanup obligations arising out of (i) any pre-existing conditions caused as a result of Hazardous Materials on, in, under or over the Premises, and (ii) any loss, costs, damages, liability or cleanup obligations arising as a result of actions or inactions on the part of Lessor on or after the date hereof. Notwithstanding the foregoing, the indemnification by Lessor set forth herein shall not apply in instances where the loss, costs, damages, liability or cleanup arises as a result of actions of Lessee or those acting for or on behalf of Lessee.

C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

C.1. Powers; Authorization Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.

C.2. No Conflict Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.

C.3. Binding Obligation Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

C.4. Hazardous Materials Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials on, in, under or over the Premises, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and shall protect, indemnify and defend Lessor Indemnitees against) any liability or cleanup obligations for any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law that are directly caused by the actions of Lessee or those acting for or on behalf of Lessee.

D. LIABILITY AND INDEMNITY

D.1. Lessee Indemnity Lessee shall defend, indemnify, protect and hold harmless Lessor, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessor (collectively, including Lessor, the "Lessor Parties") from and against all claims, demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Lessor Parties as a result of or arising out of: (a) any acts, omissions or negligence of Lessee, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessee (collectively, including Lessee, the "Lessee Parties") in connection with Lessee Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessor Party, or (b) a breach of this Lease by Lessee that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Lessor Parties hereby waive any Claims against the Lessee Parties for damage or injury suffered by the Lessor Parties arising as a result of any audible or electromagnetic noise, electrical interference and radio frequency interference attributable to the Lessee Parties' operations on the Premises or any other property, provided that nothing herein shall be deemed to release Lessee from its obligation to defend, indemnify, protect and hold harmless the Lessor Parties from third party claims under the first sentence of this Section D.1. The Lessee Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Lessee Parties' uses of or operations on the Premises.

D.2. Indemnity by Lessor. Lessor shall defend, indemnify, protect and hold harmless the Lessee Parties from and against any and all Claims suffered or incurred by any of the Lessee Parties as a result of or arising out of: (a) any acts, omissions or negligence of any of the Lessor Parties in connection with Lessor Parties' uses of or operations on the Premises, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessee Party, or (b) a breach of this Lease by Lessor that remains uncured after any applicable notice and cure period.

D.3. No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.

E. CASUALTY OR CONDEMNATION, FORCE MAJEURE

E.1. In the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then Lessee may elect to terminate this Lease on not less than twenty (20) days' prior notice to Lessor, effective as of a date specified in such notice. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease (including Section A.10 and D.2), Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Facility, which replacement or restoration shall be Lessee's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby.

E.2. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2). The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2).

E.3. Force Majeure If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party.

F. ASSIGNMENT

F.1. Lessor Assignment Lessor shall have the right to assign its rights, duties and obligations under this Lease to a third party without the prior written consent of Lessee, so long as such assignment does not adversely impair Lessee's rights in connection with this Lease.

F.2. Lessee Assignment Lessee shall not have the right to assign its rights, duties and obligations under this lease without the prior written consent of Lessor unless Lessee is assigning its rights to one of the following entities: (i) one or more parties providing financing or refinancing in connection with the development, construction, ownership, operation or maintenance of the Facility, or any representative of such parties, and (ii) an affiliated entity or a successor entity in a merger or acquisition transaction. For the avoidance of doubt, changes in control of Lessee shall not be deemed to be assignments of this Lease.

F.3. Lessor Sale In the event Lessor shall decide to sell the Premises, the Lessor hereby grants to Lessee a right of first offer with respect to the sale of the premises. The Lessee's right of first offer does not apply to a sale and/or transfer of the premises to a family member, or family trust. The terms and conditions on which Lessor is willing to sell shall be conveyed to Lessee in writing. Thereafter, Lessee shall have thirty (30) days within which to accept said terms and conditions in writing. In the event of Lessee's acceptance of such offer, Lessor shall sell the Premises to Lessee pursuant to the terms and conditions of said offer and Lessee shall have one hundred twenty (120) days to close on the purchase. In the event Lessor does not sell the Premises to a third (3rd) party after first offering it to Lessee, this right of first offer shall continue to exist as to any proposed subsequent sale.

G. COOPERATION WITH FINANCING

G.1. Right to Encumber. Lessee, any successor or assignee of Lessee, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Lessor. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Premises is located, shall be referred to in this Lease as a "Lender".

G.2. Covenants for Lenders' Benefit. Except as noted otherwise in this Agreement, Lessee and Lessor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section G.1 above, then notwithstanding any other provision of this Lease to the contrary:

G.2.1.1. Lessor and Lessee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.

G.2.2. Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.

G.2.3. The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section G.2 shall be available only to those Lenders which shall have notified Lessor in writing of their name and address, or whose lien is recorded in the official records of the County in which the Premises is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Lessor shall become entitled to terminate this Lease due to an uncured default by Obligor, Lessor will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Lessor that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Lessor and the sole recourse of the Lessor in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to Section G.2.4 below shall be to such Lender's interest in this Lease and the Premises. Upon the sale or other transfer by any Lender of its interest in the Lease or Premises, such Lender shall have no further duties or obligations hereunder.

G.2.4. In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Lessor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Lessee's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Lessor shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before

giving effect to such termination or rejection. Lessor shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Lessor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.

G.2.5. There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including the Lenders) having an interest in the Lease or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

G.3. Lessor shall, at Lessee's or a Lender's request, provide to Lessee and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Lessee or such Lender may reasonable request, and (iii) such other certificates or affidavits as Lessee, such Lender or any title company selected by either Lessee or such Lender may reasonably request. Lessor shall duly execute and return same to Lessee and/or Lender within ten (10) days of Lessee's or Lender's request therefor. Should Lessor fail to timely execute and deliver the consent and estoppel, then Lessee and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Lessor.

H. DEFAULTS AND REMEDIES

H.1. Lessee's Default Each of the following shall be an event of default ("Event of Default") hereunder:

H.1.1. If Lessee shall fail to pay any installment of Construction and Decommissioning Rent, Operating Rent or any other payment due under this Lease, and such failure shall continue for a period of thirty (30) days following Lessor's notice of same to Lessee, provided that such notice from Lessor shall be in lieu of, and not in addition to, any notice of default required by applicable law, Lessee shall be deemed in default subject to the provisions herein; and provided further, with respect to the notice requirement, Lessor shall be obligated to give only two (2) such notices per any twelve (12) month period, with any subsequent payment default to be an Event of Default if such failure to pay shall continue for a period of thirty (30) days from the date such payment is due and lack of notice shall not be a defense of Lessee for such default;

H.1.2. If Lessee or any guarantor or surety of Lessee's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; or (iv) die or suffer a legal disability (if Lessee, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Lessee, guarantor or surety is a corporation, partnership or other entity);

H.1.3. If Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Lessee receives notice that any such lien or encumbrance is filed against the Premises;

H.1.4. if Lessee shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Lessor shall have given Lessee written notice of such default, or such longer period

if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessee diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; and

H.1.5. if Lessee shall abandon the Facility for more than ninety (90) days or fail to remove the facility at the end of the Lease Term within 180 days. Due to the nature of the Facility, "abandonment" does not refer to lack of physical presence of personnel on the Premises.

H.2. Upon the occurrence of an Event of Default, defined as aforesaid, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Lessor may terminate this Lease by written notice to Lessee sent at any time thereafter, but before Lessee has cured or removed the cause for such termination. Subject to customary cure periods for any financing parties that may finance all or a portion of the Facilities, such termination shall take effect on the later of (i) the last day of the month in which Lessee receives the notice, or (ii) twenty-one (21) days after Lessee receives the notice, and shall be without prejudice to any remedy Lessor might otherwise have for any prior breach of covenant.

H.3. Lessor Default Election Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter, at its election by written notice to Lessee: (i) terminate this Lease or Lessee's right of possession, but Lessee shall remain liable as hereinafter provided; and/or (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Lessee's right of possession, it shall be lawful for Lessor, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Lessee and all persons and property therefrom.

H.4. Reimbursement of Lessor's Expenses In the case of termination of this Lease or termination of Lessee's right of possession pursuant to this Section H (but excluding termination under Section A.5)), Lessee shall reimburse Lessor for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Lessee under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Lessor is successful in its litigation), (ii) all customary and necessary expenses incurred by Lessor in attempting to remove the facility in accordance with Section A.5, and (iii) all Lessor's other expenditures necessitated by the termination. The reimbursement from Lessee shall be due and payable within thirty (30) days following written notice from Lessor that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

H.5. Termination of Right of Possession Even though Lessee has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate the Lease (even though it has terminated Lessee's right of possession), and Lessor may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due until the earlier of: i) the expiration of the Term; or ii) Lessee has met all conditions as outlined in A.6. Any such payments due Lessor shall be made on the dates that Rent would otherwise come due under this Lease, and Lessee agrees that Lessor may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Lessor may at any time thereafter elect in writing to terminate this Lease for such previous breach.

H.6. Claims in Bankruptcy Nothing herein shall limit or prejudice the right of Lessor to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by the statute of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage which Lessor has suffered.

H.7. Lessor's Right to Cure Defaults Lessor may, but shall not be obligated to cure, at any time any default by Lessee under this Lease after the applicable notice and cure period (if any) has expired. In curing such defaults, Lessor may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious and imminent injury to persons or property, Lessor may cure such default without notice. All costs and expenses incurred by Lessor in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eight percent (8%) per annum, from the day of payment by Lessor shall be paid by Lessee to Lessor on demand.

H.8. No Waiver Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Lessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Lessor and Lessee. Lessee and Lessor further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No payment by Lessee, or acceptance by Lessor, of a lesser amount than shall be due from Lessee to Lessor shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Lessee under the provisions hereof. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

H.9. Late Charge; Default Interest If any payment of Base Rent, Additional Rent or any other payment payable hereunder by Lessee to Lessor shall not be paid when due, Lessor may impose, at its election, a late fee of one hundred (\$100.00) dollars with respect to each late payment and interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eight percent (8%) per annum. Such late fee and interest shall constitute Additional Rent payable hereunder.

H.10. Lessor Risk of Entry Should Lessor choose to exercise its rights to enter the Premises and interact with the Facility in any way under the terms of this Lease, Lessor expressly represents and warrants that it is doing so at its own risk and indemnifies and holds harmless Lessee from any harm, loss or damage that may occur as a result of such entry.

I. DISPUTE RESOLUTION

I.1. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the ten (10) Business Day period following such written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute.

I.2. Mediation If the parties are unable to successfully resolve any dispute under this Lease, then in that event the dispute shall be submitted to mediation. The dispute shall be mediated in the following manner: (i) The dispute shall be submitted to the American Arbitration Association for mediation and not arbitration, with each party paying its own mediation costs and attorney's fees; (ii) A representative of the American Arbitration Association shall select a mediator to mediate the dispute with each Party sharing equally the cost of mediation; (iii) The dispute shall be submitted to the American Arbitration Association for mediation within two (2) weeks of the date when the Parties themselves have been unsuccessful in resolving the dispute; (iv) As in any mediation procedure, the mediation shall not be final and binding as would be the case with an arbitration proceeding, and if the mediation is not successful, then either Party shall have all remedies and rights in accordance with the provisions of Illinois Law.

J. NOTICE OF LEASE

J.1. Lessee agrees not to record this Lease without Lessor's consent, but, if the Lease Term is seven (7) years or longer, each party hereto agrees, on the request of the other, to execute a notice of lease in recordable form and complying with applicable law. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. At Lessor's request, promptly upon expiration of or earlier termination of the Lease Term, Lessee shall execute and deliver to Lessor a release of any document recorded in the real property records for the location of the Premises evidencing this

Lease. The obligations of Lessee under this Section J.1 shall survive the expiration or any earlier termination of the Lease Term.

K. MISCELLANEOUS

K.1. Notices All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices will be made in writing except where this Lease expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or e-mail (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

Lessor:

City of Galesburg
Attn: City Clerk
55 W Tompkins Street
Galesburg, IL 61402

Lessee:

Community Power Group LLC
4849 Rugby Avenue, Suite 1000
Bethesda, MD 20814
202-844-6423

K.2. Governing Law/Venue This Lease will be governed by the laws of Illinois without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.

K.3. Entire Agreement; Amendments This Lease constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof or thereof. Any amendment, modification or change to this Lease will be void unless in writing and signed by both Parties.

K.4. Non-Waiver No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.

K.5. Severability If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Lease will remain in full force.

K.6. No Third Party Beneficiaries Nothing in this Lease will provide any benefit to any third party or entitle any third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.

K.7. No Recourse to Affiliates This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse

to any parent, subsidiary, partner, member, Affiliate, Lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing, pursuant to Section F.1 and F.2, by the Person against whom recourse is sought.

K.8. Relationships of Parties This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

K.9. Counterparts This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Lease received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

K.10. Further Assurances The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.

K.11. Construction of Agreement This Lease and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

K.12. Estoppel Either Party, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by 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 Lease 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 such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease 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; (iii) such other information as may be reasonably requested by a Party hereto. 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 contrary to the facts contained in the certificate.

K.13. Confidentiality Each Party (the “Receiving Party”) will hold in confidence any information concerning the affairs of the other Party (the “Disclosing Party”) and will not disclose, publish or make use of such information unless (A) the Disclosing Party agrees in writing to the release of such information, (B) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Disclosing Party, or (C) such data or information is required by Applicable Law to be disclosed, including but not limited to requests under the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.); provided, however, that such disclosure will be made only to the extent required by Applicable Law and, to the extent permitted by Applicable Law.. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such data and information to its officers, directors, employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, on a “need to know” basis; provided, however, that such officers, directors, employees, agents, representatives and subcontractors will be advised of the confidentiality provisions hereof.. The obligations of the Parties under this Section will survive for a period of two (2) years from and after the termination of this Lease.

K.14. Subordination Upon the request of Lessor, to execute and deliver all such instruments as may reasonably be requested to subordinate this Lease to the FAA or any mortgages or deeds of trust securing notes or bonds executed by Lessor and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that Lessor first obtains from Lessor's Mortgagee and delivers to Lessee a written agreement that provides substantially that so long as no Event of Default has occurred and is then continuing and so long as Lessee performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's

rights hereunder. Lessor's Mortgagee may at any time subordinate its mortgage or deed of trust to this Lease, without Lessee's consent, by notice in writing to Lessee and thereupon this Lease shall be deemed prior to such mortgage or deed of trust without regard to their respective dates of execution, delivery and recording; and in that event such mortgagee or trustee shall have the same rights with respect to the Lease as though it had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage or deed of trust provided Lessor obtains a subordination and non-disturbance agreement from the present mortgagee of record in a form reasonably satisfactory to Lessee.

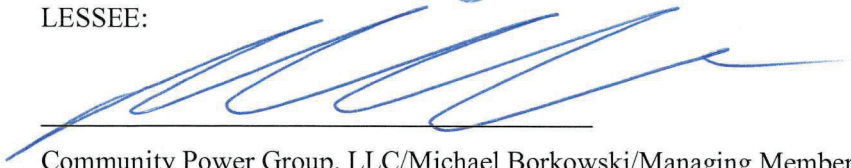
K.15. Nuisance At all times during the Lease Term and such further time as Lessee occupies the Premises, Lessee agrees not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; nor make any use of the Premises which is improper, or contrary to any Legal Requirement or which will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material.

K.16. Changes and Alterations Except as otherwise explicitly set forth herein, Lessee shall have no authority, without the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Lessee shall have such authority, without the consent of Lessor, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Lessee under other provisions of this Lease and to make "minor alterations" as set forth below. Lessee shall not construct or permit any alterations, installations, additions or improvements including any interior or exterior signs ("Alterations") to the Premises or the Building without having first submitted to Lessor plans and specifications for Lessor's approval, which approval shall not be unreasonably withheld or delayed. The restrictions in this provision shall not apply to the equipment owned and operated by Lessee nor the activities associated with the normal construction and operations of a solar facility.

K.17. Quiet Enjoyment Lessor covenants that Lessee on paying the Rent and performing Lessee's obligations under this Lease shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term or until it is terminated as in this Lease provided without hindrance by Lessor or by anyone claiming by, through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duly executed, under seal, by persons hereunto duly authorized, as of this 8 day of February 2019.

LESSEE:



Community Power Group, LLC/Michael Borkowski/Managing Member

LESSOR:

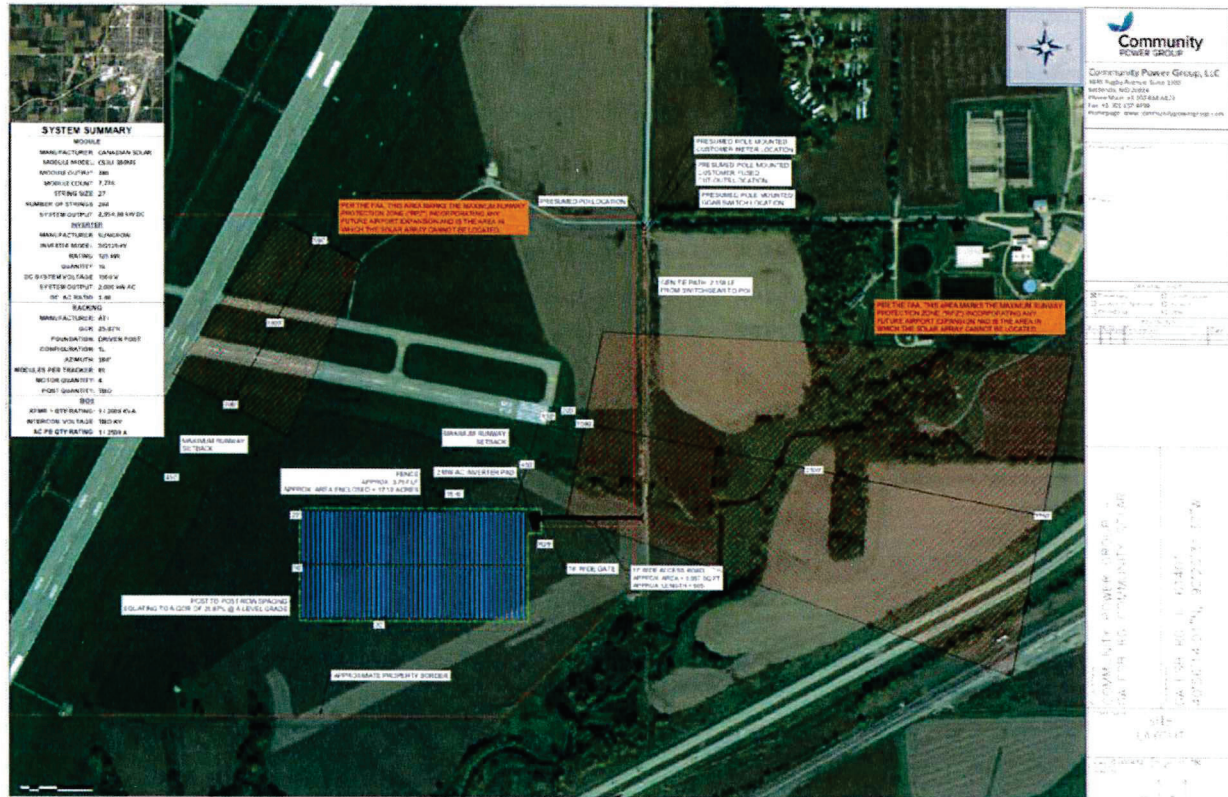


City of Galesburg

EXHIBIT A

Description of Premises

LYING IN KNOX COUNTY, ILLINOIS, being all or a portion of Parcel #9918300003. The leased Premise is anticipated to host a solar facility as shown on the attached map and discussed in more detail below and which may change in accordance with the final design of a facility that has received all the necessary approvals for the Facility to operate and sell the electric and environmental attributes generated as will be further detailed in Exhibit B upon receipt of all approvals for the final facility design.



This Lease and the Premise includes the exclusive right for solar energy conversion, for the collection, storage and transmission of electric power, and for related and incidental purposes and activities (collectively, “Operations” or “Solar Energy System Operations”), including, without limitation:

- a. Conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;
- b. Constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Facility"), (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x)

maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Energy, collectively a “Solar Energy System” or “Improvements” or “Project”);

- c. An exclusive right for the construction, operation, maintenance, repair, replacement, relocation within the Premises and removal of a Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto (collectively, the “Storage Facility”) on, under, over and across a portion of the Premises;
- d. A non-exclusive right for the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation of, facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy System, including the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Premises and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment to grant access to third parties for transmission access (together with the Storage Facility, collectively, the “Transmission Facilities”).
- e. Digging and excavating on the Premises for the purposes of servicing, operating and maintaining the Solar Energy System. Lessee covenants and agrees to obtain any necessary permits required in connection with such wells;
- f. Removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Premises that could obstruct, interfere with or impair the Solar Energy System or the use of the Premises intended by Lessee hereunder;
- g. A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Premises, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System and/or the Transmission Facilities installed or to be installed on the Premises, or for promotional or marketing purposes and a non-exclusive easement on adjacent property or elsewhere; which, without limiting the generality of the foregoing, shall entitle Lessee to use and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Premises, (b) across any other property owned by Lessor and (c) across any access routes over which Lessor has the right to travel;
- h. A non-exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Premises as Lessee deems necessary, useful or appropriate; and
- i. Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

EXHIBIT B

Final Facility Design and Leased Premise

Detailed description of premise will be added once final facility engineering and all approvals have been received.

EXHIBIT C

SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

1. Definitions. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease:

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.

“Applicable Law” means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Applicable Law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (c) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with Applicable Law, and to a federal or state agency or any other Person at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future Applicable Law, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

2. Rules of Interpretation. In this Lease, unless expressly provided otherwise:

- (a) the words “herein,” “hereunder” and “hereof” refer to the provisions of this Lease and a reference to a recital, Section, subsection or paragraph of this Lease or any other agreement is a reference to a recital, Section, subsection or paragraph of this Lease or other agreement in which it is used unless otherwise stated;
- (b) references to this Lease, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;
- (c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;
- (d) a reference to this Lease, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Lease or such other agreement, instrument or provision, as the case may be;
- (e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

- (f) the singular includes the plural and vice versa;
- (g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;
- (h) words of any gender shall include the corresponding words of the other gender;
- (i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;
- (j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");
- (k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;
- (l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;
- (m) if the time for performing an obligation under this Lease expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;
- (n) a reference to (i) a month is a reference to a calendar month and (ii) a year is a reference to a calendar year;
- (o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;
- (p) a reference to time is a reference to the time in effect in Washington, DC on the relevant date; and if a payment prescribed under this Lease to be made by a Party on or by a given Business Day is made after 5:00 pm on such Business Day, it is taken to be made on the following Business

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Community Power Group, LLC
Attn: Legal Department
4849 Rugby Avenue, Suite 1000
Bethesda, MD 20814

(Space Above for Recorder's Use)

MEMORANDUM OF
SOLAR FACILITY SITE LEASE AGREEMENT

THIS MEMORANDUM OF SOLAR FACILITY SITE LEASE AGREEMENT (this "Memorandum") is effective as of February 8 2019, by and between Community Power Group, LLC, a Delaware limited liability company ("Lessee"), and City of Galesburg, and Illinois home rules municipal corporation ("Lessor").

Recitals

A. Lessor and Lessee are parties to that certain Solar Facilities Site Lease Agreement dated as of February 8 2019 (the "Lease"), pursuant to which Lessor has leased to Lessee certain real property more particularly described on Schedule "I" attached hereto (the "Premises") to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy and storage facility.

B. Lessor and Lessee desire to provide for public notice of the existence of the Lease and Lessee's rights thereunder.

C. Capitalized terms used but not defined in this Memorandum shall have the meanings assigned to them in the Lease.

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

1. The Premises. Subject to the terms and conditions of the Lease, Lessee shall have the right, in its sole discretion, to use all or any portion of the Premises for the development, construction, operation and maintenance of the Facility.

2. Term of the Lease. Subject to the terms and conditions set forth in the Lease, the Lease shall have the following term: (a) Development Term commencing on February 8, 2019 (the "Effective Date") and continuing for three (3) years from the Effective Date, subject to Lessee's right to extend for two additional years; (b) Construction Term commencing on the date any material alterations are made to the Premises until the Operating Rent Commencement Date; and (c) an Operations Term commencing on the Operating Rent Commencement Date until the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date, subject to Lessee's right to extend the operating term for two (2) consecutive periods of five (5) years each.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Lessee and Lessor under the Lease. In the event of any inconsistency between this Memorandum and the Lease, the terms of the Lease shall control. This Memorandum and the terms contained herein are expressly subject to, and are not intended to vary, the terms and conditions of the Lease.

4. Counterparts. This Memorandum may be executed in one of more counterparts, each of which when so executed shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

SIGNATURE PAGE TO
SHORT FORM OF SOLAR LEASE

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth in each signatory's acknowledgement of signature.

LESSEE:

BY:

Community Power Group, LLC/Michael Borkowski/Managing Member

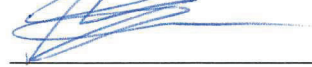
Certificate of Acknowledgement

State of Maryland

County of Montgomery

On February 8, 2019, before me, a Notary Public in and for said County and State, personally appeared, Michael Borkowski, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal



Notary Public

My Commission Expires: 12-11-2021

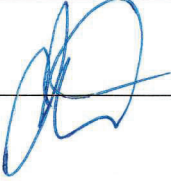
NICHOLAS J MENTO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires
December 11, 2021

SIGNATURE PAGE TO
SHORT FORM OF SOLAR LEASE

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date set forth in each signatory's acknowledgement of signature.

LESSOR: _____

BY: _____



Certificate of Acknowledgement

State of Illinois

County of Knox

On February 7, 2019, before me, a Notary Public in and for said County and State, personally appeared, John Pritchard, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Kelli Rene Bennewitz

Notary Public

My Commission Expires: 10-9-2019





AMENDMENT TO SOLAR FACILITY SITE LEASE AGREEMENT

This LEASE AMENDMENT ("Amendment") dated as of March __, 2024 (the "Amendment Date") is made by and City of Galesburg, an Illinois home rule municipal corporation ("Lessor") and Community Power Group, LLC, a Delaware limited liability company ("Lessee").

WHEREAS, Lessee and Lessor entered into a Solar Facility Site Lease Agreement ("Agreement") dated February 8, 2019 ("Effective Date").

WHEREAS, Lessee and Lessor wish to make certain changes to the Agreement, and Lessee wishes to make a \$5,000 payment to Lessor in connection with this Amendment.

NOW THEREFORE, LEASEE and LESSOR agree to amend the following sections of the Agreement in their entirety as follows:

Section A.5. Lessor Right to Terminate If, within three (3) years from the Effective Date, Lessee fails to start Installation Work, or does not secure approved construction permits from the Federal Aviation Administration and the Illinois Department of Transportation, Division of Aeronautics, or becomes inactive in pursuing related permits or interconnection agreements related to the Facility, Lessor may terminate this Agreement by delivering notice to Lessee of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Lessee's receipt of such notice. However, if Lessee is active in pursuing related permits or interconnection agreements, then Lessee shall have the right to buy up to two (2) additional years to start construction (the First Extended Period) at a rate equal to 10% of the first years rent payment. Such amount is payable in monthly installments during the First Extended Period. The Lessee shall also have the right to purchase a Second Extended Period for up to two (2) additional years to start construction (the Second Extended Period) at a rate equal to five thousand dollars (\$5,000) at the commencement of Second Extended Period. However, if the FAA does not approve solar as an acceptable use on the Premises, then this lease shall automatically terminate. In the event of termination, in accordance with Section H, neither Party shall have any further liability to the other, provided that: (i) Lessee, at its expense, shall remove any equipment or materials which Lessee has placed on the Premises; (ii) Lessee, at its expense, shall restore any portions of the Premises disturbed by Lessee to their pre-existing condition pursuant to Section A.6 of this Agreement; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice, in accordance with Section K.1.

IN WITNESS WHEREOF, Lessor and Lessee have caused the Amendment to Solar Facility Site Lease Agreement to be duly executed, under seal, by persons hereunto duly authorized, as of this ____ day of March, 2024.

Signatures below.



Lessee:
Community Power Group, LLC

By: _____
Michael Borkowski
Title: Managing Member

Lessor:
City of Galesburg

By: _____
Name:
Title:

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: Urban Agriculture grant for Lipanda Foundation.

SUMMARY RECOMMENDATION: City staff have reviewed the submitted request and recommend approval of the \$25,000 Urban Agriculture Grant.

BACKGROUND: Council approved the creation of the Urban Agriculture Grant program at the February 21, 2022 meeting. The program was created to determine the viability of Urban Agriculture in the City.

Gorette Kupa of Lipanda Foundation applied for the grant.

The Lipanda Foundation will lease three vacant lots located at the corner of Ave B and W. First Street from the City for \$1 per year if this agreement is approved.

Two High Tunnel Structures will be erected on the sight. Members of the community will be able to rent plots for \$20 per month. There will be educational workshops, seasonal seedling sales, and a farm to table market to sell excess produce.

The grant funds will be utilized for startup costs such as installing a water service, crops, and equipment.

BUDGET IMPACT: If approved the Urban Agriculture grant will be paid from the Planning Fund (054).

SUPPORTING DOCUMENTS:

1. Aerial map
2. Submitted grant application.
3. Grant Agreement

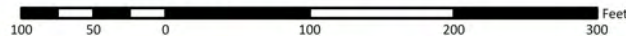


Community Development Department

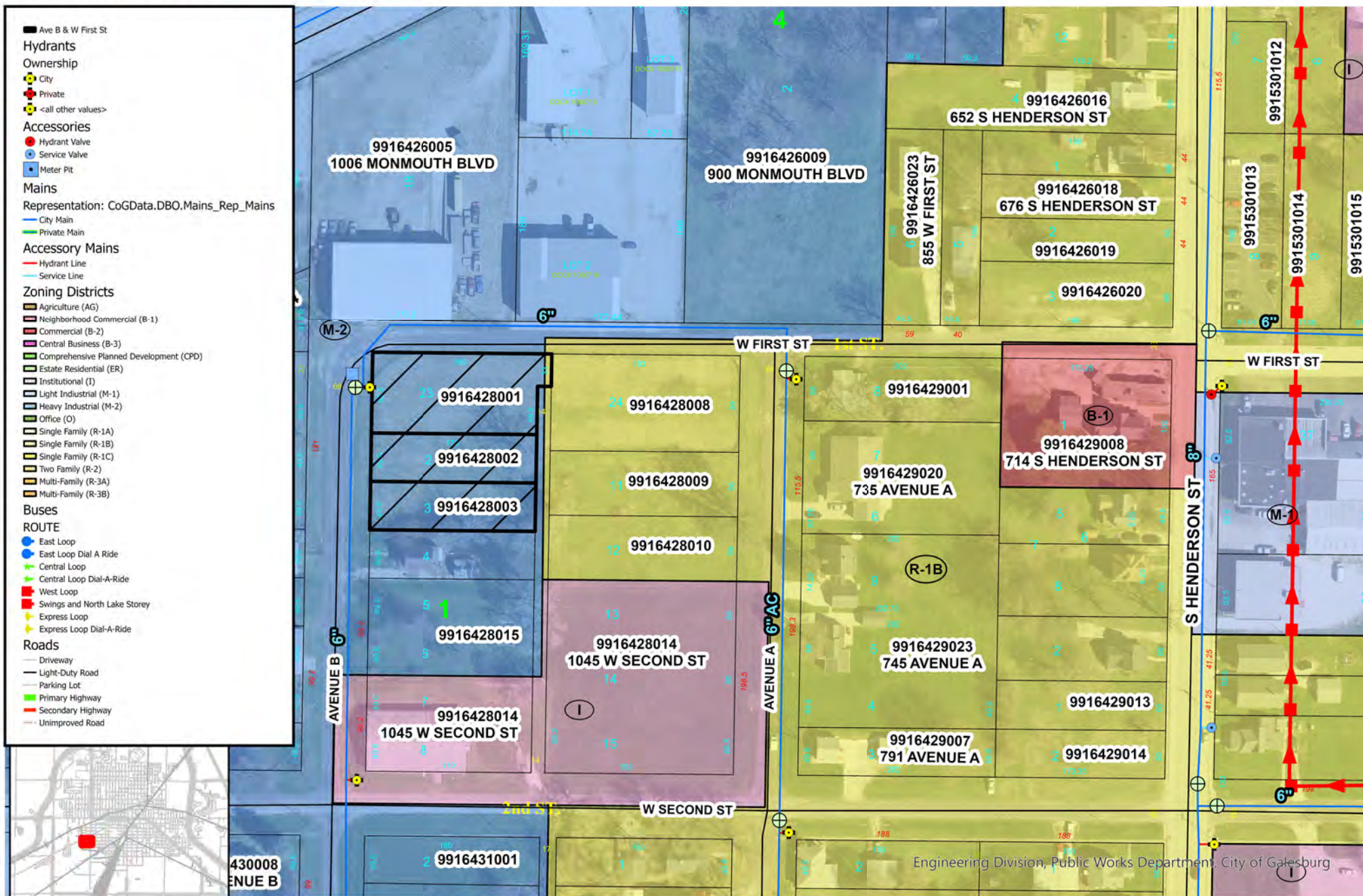
Community Development Department

City owned lots

approx. .7131 acres



[Back to Agenda](#)



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

February 13, 2024



Business Plan:

1. Executive Summary:

Creating a community-focused garden farm to provide a space for individuals and families within the community to grow their own produce. This initiative not only promotes healthy living but also fosters a sense of community engagement and sustainability.

2. Business Description:

The garden farm will offer designated plots where members of the community can cultivate their vegetables, fruits, and herbs. Additionally, it will provide educational workshops, tools, and resources for gardening enthusiasts of all ages and skill levels. The site will also feature storage for the equipment and a picnic area.

3. Organization and Management:

Community Garden Board member:

- GORETTE KUPA: Certified Project manager/community development
- MARIE LAURE NGUNDA: Project assistant, seedling production (herbalist)
- KOFFI SESSOU: Agriculture specialist /education (master's in agriculture, farm owner in Africa)

4. MAINTENANCE TEAM:

Every garden user is responsible for maintaining their plot and a part-time maintenance supervisor position will maintain records and keep the property neat and orderly.

5. OPERATIONAL APPROACH:

The community garden farm will serve as an educational and food production center, sharing agricultural knowledge, promoting sustainable practices, building community connections, and enhancing the overall well-being of the community through increased access to fresh produce and educational trainings. Gardeners will be offered individual garden plots for rent, gardening tools and supplies, workshops on gardening techniques, seasonal seedling sales, and possibly a farm-to-table market to sell surplus produce. This project has significant potential to advance agriculture education and urban agriculture community development in several ways:

1. **Hands-on Learning:** Offering designated plots and educational workshops provides hands-on experience in agriculture. Participants, including children and adults, learn essential gardening skills, understand plant lifecycles, and gain practical knowledge about soil health, water conservation, and organic gardening practices.
2. **Promoting Sustainability:** By emphasizing organic farming methods, composting, and water conservation techniques, the project encourages sustainable agricultural practices. This education in sustainable agriculture extends beyond the garden farm, influencing participants to adopt eco-friendly practices in their homes and communities.
3. **Fostering Community Engagement:** The garden farm serves as a hub for community engagement, bringing diverse groups together. It promotes social interaction, teamwork, and a sense of belonging, fostering relationships among individuals of various ages, backgrounds, and abilities.
4. **Encouraging Healthy Eating Habits:** Through growing their own produce, participants develop a deeper understanding of the food they consume. This hands-on involvement often leads to an increased consumption of fresh fruits and vegetables, contributing to healthier eating habits within the community.
5. **Addressing Food Insecurity:** In urban areas where access to fresh produce might be limited, the garden farm plays a role in addressing food insecurity. It provides an opportunity for individuals or families to grow their own food, supplementing their diet with nutritious, locally grown produce.
6. **Community Empowerment and Skill Development:** Engaging in agriculture education empowers individuals by teaching self-sufficiency and valuable skills. It provides an avenue for personal development, boosts confidence, and potentially creates opportunities for entrepreneurship or future employment in agriculture-related fields. Additionally, this will be a new activity or hobby for



family to spend time together, teach and learn together. It has a huge impact in terms of community bonding, education, and health benefits.

7. Green Space and Environmental Awareness: Creating green spaces within urban environments contributes to improving air quality and enhancing biodiversity. This project promotes environmental awareness and a deeper appreciation for nature.
8. Tree nursery: Growing tree seedlings for use elsewhere in Galesburg. Nut and fruit trees will be a priority—improving access to high quality fresh food throughout the community for years to come.

6. Marketing Strategy

Utilize social media, local events, workshops, and collaborations with schools, churches, and community centers to spread awareness. In these communications, the farm will emphasize the benefits of growing one's food, such as healthier eating, reduced environmental impact, and community bonding.

7. Implementation Plan:

- Setting up infrastructures (water access, plots, irrigation, high tunnels, storage shed, learning lab) (first 6 months)
- Soil tested (nutrients, contaminants)
- Outreach to recruit gardeners & volunteers (ongoing)
- Setup annual calendar (events, workshops, seedling production, harvest, etc....)

8. NEEDS:

1. land 1\$ per year lease (city owned parcel number 9916428001,9916428002,9916428003)
2. Gardening Tools:
 - Shovels
 - Rakes
 - Hoes
 - Trowels
 - Pruners
 - Wheelbarrows
 - Watering cans or hoses
 - Seedling starters (soil block makers)
3. Infrastructure:
 - Water: meter pit installment



- 2 high tunnels (approx. 20'x40' each)
- 2 shipping containers
- Garden plot demarcation materials (wood, stakes, or fences)
- Compost bins and additional composting equipment
- Irrigation system (drip lines, sprinklers)
- Greenhouse or cold frames for seed starting.
- 4. Soil Amendments and Potting Mix:
 - Organic fertilizers - Compost
 - Peat moss - Vermiculite or perlite
 - Soil testing kits
- 5. Seeds, Seedlings, and Plants:
 - A variety of vegetable, fruit, and herb seeds
 - Seed starting trays/pots.
 - Seedling heat mats or grow lights
 - Tree seedlings (nuts, fruit)
 - Tree wraps
- 6. Safety and Maintenance:
 - Protective gear (gloves, hats, knee pads)
 - First aid kit - Garden shed or storage for tools.
 - Maintenance equipment (lawnmower, trimmers)
- 7. . Educational Resources:
 - Books on gardening techniques
 - Educational materials for workshops
 - Signage for plant identification
- 8. Miscellaneous:
 - Rain barrels or water collection systems
 - Mulch or straw for soil insulation
 - Pest control materials (organic pesticides & deterrents)
 - Registration and insurance for the property.

NOTE: Adapting this list based on the size of the project, specific needs, and available budget will be essential in planning and purchasing the necessary equipment and supplies for the garden farm.

9.FINANCIAL CAPACITY

Garden user membership 20\$ monthly fees and donations will be allocated to maintenance and cleaning of property and other equipment.



10. BUDGET TABLE & NARATIVE

1. Equipment & tools: \$5.000
2. Seeds: \$1500
3. Hight tunnels: 20W*48L*15H: \$6.500
4. Water installation: \$7.000 estimate
5. PPE (safety equipment): \$500
6. Books/educational materials: \$500
7. Shipping containers: \$4,000

The total startup cost for this project is: 25.000\$.



GALESBURG ASSISTANCE PROGRAM GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of March, 2024 (the "EFFECTIVE DATE"), by and between the City of Galesburg, an Illinois municipal corporation (hereinafter referred to as "CITY"), and Lipanda Foundation (hereinafter the "GRANTEE").

WHEREAS, the Mayor and City Council desire to advance agricultural education and/or urban agricultural community development in Galesburg; and

WHEREAS, the Mayor and City Council of the CITY approved the Urban Agriculture Pilot Program (hereinafter the "PROGRAM") at their February 21, 2022 meeting to aid in the development of the urban agriculture industry with certain qualifying expenses; and

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

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

Section 1. Grant Amount. Upon the execution of this Agreement, the CITY shall cause the disbursement of proceeds in an amount not to exceed \$25,000 (the "GRANT").

Section 2. Grant Requirements. GRANTEE agrees that it shall utilize the GRANT solely for purposes in connection with the business located at three vacant lots located at the corner of Ave B and W. First St, Pin numbers 99-16-428-001, 99-16-428-002, and 99-16-428-003, Galesburg, IL 61401 and as outlined in its funding request previously submitted by the GRANTEE, which is incorporated by reference into this agreement. GRANTEE hereby accepts the funding for the sole purposes listed in its said funding request and agrees that the funds provided by the CITY shall be used for those purposes, and no other. A GRANTEE's request for any modification must be made in writing and approved by CITY before any expenditures differing from the original GRANT award are paid from funds provided by CITY.

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

- a. It will work with established and/or new community partnerships to leverage resources and/or increase the quality or quantity of services provided; and
- b. Provide for neighborhood communication and participation as well as youth engagement and education; and
- c. The applicant, including all owners with at least 10% ownership, is/are in good standing with the CITY and the State of Illinois (i.e. no outstanding fines or fees, no tax delinquencies, and possess all required licenses); and
- d. Provide progress reports and proof that grant project work has been done by submitting details of each purchase on receipts or invoices and proof vendors have been paid; and
- e. Upon completion of the grant project, submission and approval of a final progress report will be required to receive the final payment.

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

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

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

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

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

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

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

CITY OF GALESBURG, an Illinois
municipal corporation,

Grantee (Print name of organization)

By: _____
Peter Schwartzman, Mayor

By: _____
Signature of representative

Kelli Bennewitz, City Clerk

Attest: _____
Print name & title

Address: 55 W. Tompkins St
Galesburg, IL 61401

Address: _____

**COUNCIL LETTER
CITY OF GALESBURG
MARCH 4, 2024**

AGENDA ITEM: A service contract between the City of Galesburg Public Transportation and Knox College to provide students, faculty, and staff unlimited fixed route rides March of 2024 through February of 2025.

SUMMARY RECOMMENDATION: City of Galesburg's Public Transportation Advisory Commission held a meeting on February 22, 2024, and unanimously recommended approval of a new service agreement for fixed route services between the City of Galesburg and Knox College. The Director of Community Development and Transit Manager concur with their recommendation. The original service contract was established in 2021 and has been negotiated and renewed annually since its inception.

BACKGROUND: This service contract allows the payment from Knox College to be counted as local match rather than program revenue. As a local match, the contract amount will allow the City to utilize more of the Downstate Operation Assistance Program (DOAP) funds allocated by the State of Illinois. DOAP funds cover 65% of all transit operating costs for the City.

This service contract would not change any routes or frequency thereof to the Knox campus. All currently enrolled Knox students, faculty and staff will continue to have unlimited access to all City of Galesburg Transit routes during all City of Galesburg Transit operating hours between March 2024 and February 2025. Students, faculty, and staff will use their Student/Employee ID to access the buses.

The City of Galesburg and Knox College agreed upon a Service Contract in the amount of \$2500.

If approved, City of Galesburg Transit will track the ridership of Knox students between March 2024 and February 2025. The data gathered will be evaluated and a proposed contract amount would be considered by PTAC and City Council for the 2025-2026 contract.

BUDGET IMPACT: Decrease in City's contribution to Paratransit and Bus Subsidy budgets. \$2500.00 will be recorded as IDOT local match, allowing increased requisition payments from DOAP funds.

SUPPORTING DOCUMENTS:

1. Knox College Service Contract

PURCHASE OF SERVICE AGREEMENT

This agreement made this _____ day of _____, 2024 by and between the City of Galesburg ("CITY") and Knox College ("RECIPIENT").

WHEREAS, it is the mutual concern of the parties hereto that the transportation services provided hereunder be of high professional quality; and

WHEREAS, CITY provides transportation services within the City of Galesburg; and

WHEREAS, RECIPIENT desires to provide transportation services to students and staff of their institution.

NOW THEREFORE, the parties hereto agree as follows:

1. This agreement shall become effective immediately. This agreement shall cover March of 2024 – February of 2025.
2. Service eligible for delivery under this agreement would be the transporting of RECIPIENT'S current students and employees on fixed-route bus service within the City of Galesburg, IL.
3. RECIPIENT will compensate CITY for services described in the AGREEMENT at \$2500.00 for the term of the contract. Knox College students, faculty, and staff will not be charged for rides during the term of this contract.
4. CITY will notify RECIPIENT if for any reason the regular routes cannot be made.
5. The Knox College Staff and Student Government, the Transit Manager and Transit Operations Supervisor of the City of Galesburg will work directly together to handle overall operations of the AGREEMENT.
6. The AGREEMENT and any addenda constitute the entire agreement between the parties. If any provision of the AGREEMENT conflicts with the laws of the State of Illinois or the United States of America, said provision shall be considered invalid and the remaining provisions shall remain in force.
7. This Agreement shall not be assignable, except at the written consent of all parties hereto, and it shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
8. Each party to this Agreement agrees to defend, indemnify, save and hold harmless the other (and each of their respective directors, officers, agents and employees) from and against all liabilities, suits, obligations, claims, demands, damages, fines, costs and expenses (including reasonable attorney's fees) arising under this Agreement to the extent that such are attributable, directly or indirectly, to the indemnifying party's negligence, error, omission or intentional act. An indemnifying party's negligence, error, omission or intentional act, as that phrase is used herein, includes the negligence, error, omission or intentional act of its officers, agents and employees. This provision shall survive the termination of this Agreement.
9. The TERM of this agreement is for the period of March 1, 2024 through February 28, 2025.

Executed this _____ day of _____ 20 ____.

APPROVED:

_____	_____
Mayor	Date

_____	_____
City Clerk	Date

_____	_____
Knox College Representative	Date

TOWN OF THE CITY OF GALESBURG

Date: March 4, 2024

Agenda Number: 24-9003

TOWN FUND	<u>\$1,730.77</u>
GENERAL ASSISTANCE FUND	<u>\$5,566.49</u>
IMRF FUND	<u>\$1,176.17</u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$5,364.49</u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$13,837.92</u>

TOWN of the City of Galesburg - TOWN

Transaction List by Vendor

February 13 - 26, 2024

11:25 AM

02/26/24

Type	Date	Num	Memo	Account	Clr	Split	Debit	Credit
CityGalesburg EXPENSES								7.95
Bill	02/20/2024	01312...	018974-000 ...	201 · Accounts Pay...		420 · Town Hall		7.95 ✓
Bill Pmt -Check	02/20/2024	8987	018974-000 ...	106 · Cash - CBI F&...		201 · Accounts...		216.00 ✓
Bill	02/20/2024	0496482	0496482 2 ...	201 · Accounts Pay...		500 · Capital O...		216.00
Bill Pmt -Check	02/20/2024	8988	0496482 2 ...	106 · Cash - CBI F&...		201 · Accounts...		100.00 ✓
Envision						465 · Bonds - ...		100.00
Bill	02/26/2024	CGRO...	TOWNOFTH0...	201 · Accounts Pay...		201 · Accounts...		3,432.96
Bill Pmt -Check	02/26/2024	8976	TOWNOFTH0...	106 · Cash - CBI F&...		-SPLIT-		1,176.17
FEDERAL TAX_IRS						215 · IMRF WH		696.36
Liability Check	02/22/2024	53514...	37-6006998	109 · Cash - CBI F&...		211 · State Pa...		1,071.15 ✓
I.M.R.F.						-SPLIT-		1,071.15
Liability Check	02/23/2024	To Print	02516	109 · Cash - CBI F&...		201 · Accounts...		80.00
Illinois Dept. of Revenue						464 · Other Ins...		59.00
Liability Check	02/22/2024	14072...	37-6006998 0...	109 · Cash - CBI F&...		201 · Accounts...		80.00 ✓
Marshall & Swift						-SPLIT-		44.78
Bill	02/15/2024	262293	262293 for 3...	201 · Accounts Pay...		441 · Maintena...		100.00
Bill Pmt -Check	02/15/2024	8983	262293 for 3...	106 · Cash - CBI F&...		201 · Accounts...		144.78 ✓
NCPERS						-SPLIT-		110.89 ✓
Bill	02/23/2024	25160...	INV 2516032...	201 · Accounts Pay...		201 · Accounts...		110.89
Liability Check	02/23/2024	To Print	2516	109 · Cash - CBI F&...				
Bill Pmt -Check	02/26/2024	8977	INV 2516032...	106 · Cash - CBI F&...				
OSI								
Bill	02/15/2024	INV35...	OS10121 Co...	201 · Accounts Pay...				
Bill	02/15/2024	1155726	10121 Instal,...	201 · Accounts Pay...				
Bill Pmt -Check	02/15/2024	8985	10121	106 · Cash - CBI F&...				
Petty Crew, LLC								
Bill	02/16/2024	1182 ...	Shovel salt pu...	201 · Accounts Pay...				
Bill Pmt -Check	02/16/2024	8986	Shovel salt pu...	106 · Cash - CBI F&...				

10:26 AM

02/26/24

Accrual Basis

TOWN of the City of Galesburg - TOWN

Advance Pay Vendor Summary by Month

February 13 - 26, 2024

	TOTAL
CityGalesburg EXPENSES	223.95 ✓
Envision	100.00 ✓
Marshall & Swift	1,071.15 ✓
NCPERS	80.00 ✓
OSI	144.78 ✓
Petty Crew, LLC	110.89 ✓
TOTAL	1,730.77

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
 February 13 2024 - February 26 2024

9:58 AM

02/26/24

Cash Basis

Date	Num	Name	Memo	Paid Amount
Expense				
602 - Gen Assistance - Rent				
02/13/2024	24882	LL Crawford, Rita		212.42
02/15/2024	24888	LL Sun Garden Place, LLC		275.00
02/20/2024	24894	LL KCHA		127.72
02/20/2024	24897	LL Galesburg Commercial, ...		375.00
02/20/2024	24896	LL Plummer Mark		425.00
02/22/2024	24901	LL Sun Garden Place, LLC		147.04
02/22/2024	24902	LL KCHA		261.28
02/22/2024	24904	LL KCHA		237.30
Total 602 - Gen Assistance - Rent				2,060.76
603 - Gen Assistance - Utilities				
02/13/2024	24883	AMEREN ILLINOIS		90.59
02/13/2024	24879	City WATER Galesburg		121.83
02/13/2024	24885	City WATER Galesburg		62.63
02/16/2024	24889	City WATER Galesburg		511.27
02/22/2024	24899	AMEREN ILLINOIS		154.00
Total 603 - Gen Assistance - Utilities				940.32
612 - Gen Assistance - Misc/Lndry/Tra				
02/13/2024	24884	Envision/ Auto Owners Insu...		232.19
02/15/2024	24887	LL KCHA Laundry		10.00
02/20/2024	24893	IL Secretrary of State		30.00
02/20/2024	24895	LL KCHA Laundry		20.00
02/22/2024	24898	Oakbrook Corp Laundry/Ma...		10.00
02/22/2024	24900	Farmers Insurance		81.96
02/22/2024	24903	LL KCHA Laundry		20.00
Total 612 - Gen Assistance - Misc/Lndry/Tra				404.15
613 - Emergency Assistance - Rent				
02/13/2024	24881	LL Bridlecreek / Rural Rentals		1,000.00
02/20/2024	24892	LL KCHA		435.26
02/23/2024	24906	LL Brentwood Manor KCHA		425.00
Total 613 - Emergency Assistance - Rent				1,860.26
Total Expense				
				5,265.49
Net Income				
				-5,265.49

10:03 AM

02/26/24

[Back to Agenda](#)

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
February 13 2024 - February 26

Type	Name	Num	Date	Memo	Amount
Feb 13 - 26, 24					
Bill	Shoe Sensation	741624022	02/23/2024	Invoice 741624022	301.43
Feb 13 - 26, 24					301.43

TOWN of the City of Galesburg - IMRF
IMRF Payment Due Report
February 13 2024 - February 26 2024

11:06 AM

02/26/24

Accrual Basis

Type	Date	Num	Name	Split	Amount
215 - IMRF WH Liability Check	02/23/2024	To Print	I.M.R.F.	109...	-1,176.17
Total 215 - IMRF WH					-1,176.17
TOTAL					-1,176.17

TOWN of the City of Galesburg - LIAB
LIABILT FUND PAYMENT DUE REPORT
 February 13 2024 - February 26 2024

11:01 AM

02/26/24

Accrual Basis

Type	Date	Num	Name	Memo	Split	Amount
109 - Cash - CBI F&M LIAB FUND						
Liability ...	02/22/2024	53514685	FEDERAL TAX_IRS	37-6006998	-SPLIT-	-3,432.96
Liability ...	02/22/2024	140726832	Illinois Dept. of Revenue	37-6006998 000	211 - State Payroll Ta...	-696.36
Liability ...	02/23/2024	To Print	NCPERS	2516	210 - Federal Payroll ...	-59.00
Liability ...	02/23/2024	To Print	I.M.R.F.	02516	215 - IMRF WH	-1,176.17
						-5,364.49
Total 109 - Cash - CBI F&M LIAB FUND						-5,364.49
TOTAL						