

CITY OF
GALESBURG
ILLINOIS

February 16, 2026

City Council Agenda



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



City Council Meeting Agenda

City Council Chambers

February 16, 2026

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from February 2, 2026
	Oath of Office	Swearing-in Ward 3 Council Appointee
		Roll Call

Public Comment

Consent Agenda #2026-04

26-2004	Resolution	2026 Railroad Days
26-2005	Resolution	Funding Resolution, South Lake Storey Shared-Use Path – Phase I, Construction
26-2006	Resolution	Funding Resolution, South Lake Storey Shared-Use Path – Phase II, Engineering
26-4013	Approve	2026 Water Meter Supply
26-4014	Approve	2026 Water Meters for Resale
26-4015	Approve	Knox College Transit Service Contract
26-4016	Approve	Addendum, Business Park Cash Rent Lease Agreement
26-5000	Receive	Wrecker Applications & Rates for 2026 Rotation List
26-8003	Bills and Advance Checks	Approval and Warrants Drawn in Payment of Same

Passage of Ordinances and Resolutions

26-1002	Ordinance	Remove Class A Liquor License (Craft)
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Bids, Petitions and Communications

26-3004	Bid	Enterprise Scheduling and Time Entry Software
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City Manager's Report

February Traffic Advisory Committee Report

Miscellaneous Business (Agreements, Approvals, Etc.)

26-4017	Approve	Maintenance Contract with Downtown Council
26-4018	Approve	Engineering Services for Public Safety Building Electrical Upgrades
26-4019	Approve	Joint Funding Agreement, South Lake Storey Shared-Use Path – Phase I, Construction
26-4020	Approve	Joint Funding Agreement, South Lake Storey Shared-Use Path – Phase II, Engineering
26-4021	Approve	Farm Lease Agreement
26-4022	Approve	Other Post-Employment Benefits (OPEB) Contributions
26-4023	Approve	2 nd Amendment, Airport Solar Site Lease Agreement

Town Business

26-9003	Approve	Bills
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Closing Comments

Adjournment



CITY COUNCIL MEETING
City Manager's Report
February 16, 2026

CONSENT AGENDA #2026-04

Item 26-2004 2026 Railroad Days

Staff recommend approval of a resolution authorizing the temporary closure of Main Street (U.S. Route 150) from Kellogg Street to the west side of the square for the 2026 Railroad Days Celebration, scheduled for June 23 through June 28, 2026. Because Main Street is a state-marked route, approval from the Illinois Department of Transportation is required and is requested through the attached resolution. A detour will be established routing traffic around Main Street from Ferris Street to Simmons Street. Street Division personnel will be responsible for installing and maintaining the necessary signage, barricades, and detour controls. The cost associated with the street closure and detour implementation is included in the Street Division budget.

Item 26-2005 Funding Resolution, South Lake Storey Shared-Use Path – Phase I, Construction

Staff recommend approval of a resolution appropriating funds for the City's local share of construction for the first phase of the Lake Storey Multi-use Path project. The City was awarded a \$2 million Illinois Transportation Enhancement Program (ITEP) grant, which requires local matching funds. The first phase includes construction of a multi-use path along S. Lake Storey Road from W. Lake Storey Road to Woodblock Road, just west of US 150. The City's estimated share of construction costs is \$117,943.95, to be funded through the Utility Tax Fund (Fund 59). Passage of this resolution is required in conjunction with the Joint Funding Agreement with the Illinois Department of Transportation (Agenda Item 25-4019) to authorize the City's financial commitment. The project is scheduled to begin this spring, and funding is available to support the City's share.

Item 26-2006 Funding Resolution, South Lake Storey Shared-Use Path – Phase II, Engineering

Staff recommend approval of a resolution appropriating funds for the City's local share of engineering services for the second phase of the Lake Storey Multi-use Path project. The City was awarded a \$655,560 Illinois Transportation Enhancement Program (ITEP) grant, which requires local matching funds. The second phase includes construction of a multi-use path along S. Lake Storey Road and US 150 from Woodblock Road to Gatewood Lane on the north side of Lake Storey. The City's estimated share of engineering costs is \$17,000, to be funded through the Utility Tax Fund (Fund 59). An engineering agreement with Hutchison Engineering for this work has already been approved. Passage of this resolution is required in conjunction with the Joint Funding Agreement with the Illinois Department of Transportation (Agenda Item 25-4020). Construction is scheduled to begin in 2027, and sufficient funds are available to support the City's commitment.

Item 26-4013 2026 Water Meter Supply

Staff recommend approval to waive normal purchasing policies and authorize product pricing from Core & Main for the purchase of water meters, radios, handheld readers, and related equipment for the first half of 2026. The Water Division routinely purchases these items throughout the year and exclusively uses Sensus brand products, which are authorized for resale in the Galesburg market through Core & Main. The proposed pricing list includes various items anticipated for use during the year and reflects discounted rates associated with bulk purchasing. The pricing is valid through June 30, 2026, after which updated pricing will be requested for the remainder of the year. Approval will allow the Water Division to take advantage of discounted pricing while purchasing equipment as needed. Sufficient funds are available in the Water Division budget (Fund 61) for this expense.

Item 26-4014 2026 Water Meters for Resale

Staff recommend approval to waive normal purchasing policies and authorize product pricing from Core & Main for the purchase of large water meters for resale during the first half of 2026. The Water Division regularly purchases water meters of various sizes, with meters one inch and larger typically installed on commercial service lines and resold to customers at their expense. The Water Division uses Sensus brand products, which are authorized for resale in the Galesburg market through Core & Main of Washington, Illinois. The attached 2026 pricing schedule is valid through June 30, 2026, after which updated pricing will be requested for the remainder of the year. Approval will allow the Water Division to purchase meters as needed while utilizing established pricing. Sufficient funds are available in the Water Division budget (Fund 61).

Item 26-4015 Knox College Transit Service Contract

Staff recommend approval of a renewed service contract between City of Galesburg Public Transportation and Knox College providing unlimited fixed-route bus service for Knox students, faculty, and staff from March 2026 through June 2027 in exchange for \$4,000. The Public Transportation Advisory Commission unanimously recommended approval on February 12, 2026. The agreement extends the contract term to align with the State fiscal year and does not change existing routes or service frequency to the Knox campus, with riders continuing to use Knox-issued identification. The contract allows the City to count the payment as local match rather than program revenue, enabling increased utilization of State Downstate Operating Assistance Program funds, which cover 65 percent of transit operating costs. Ridership data will be tracked during the contract period to inform future agreements.

Item 26-4016 Addendum, Business Park Cash Rent Lease Agreement

Staff recommend approval of Addendum #4 to the existing cash rent lease agreement for approximately 170.5 acres located east of Knox Road 650 E in the Galesburg Business Park. The current lease expired on January 1, 2026, and the proposed addendum would extend the agreement for one additional year under the same terms. The extension is recommended as the City continues to work through requirements associated with a \$25 million U.S. Department of Transportation RAISE grant and ongoing discussions with a developer regarding installation of rail track and switching to support a proposed containerized agricultural terminal at the site. The current cash rent rate is \$321 per acre, generating up to \$54,730.50 in annual revenue. Lease revenue is deposited into the Economic Development Fund (Fund 24).

Item 26-5000 Wrecker Applications & Rates for 2026 Rotation List

Staff recommend receipt of the 2026 renewal applications for wrecker services. In accordance with City of Galesburg Resolution 73-385, each wrecker service included on the City's Wrecker Rotation List is required to file a current schedule of towing and storage rates with the City Council, which must be charged unless a revised schedule is submitted. These rate schedules are maintained by the City Clerk and are available for public inspection. There is no budget impact associated with receipt of these renewal applications.

Item 26-8003 Bills

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

ORDINANCES AND RESOLUTIONS**Item 26-1002 Removal of Class A Liquor License (Craft) – First Reading**

Staff recommend approval of an ordinance amending Section 113.043(A) of Chapter 113 of the Galesburg Municipal Code to reduce the number of available Class A-1 liquor licenses. Craft on Seminary Street ceased operations in December 2025, resulting in one Class A-1 license no longer being in use. Adoption of the ordinance would remove this license from the City's inventory. Interested parties may apply to the Liquor Commissioner and City Council for approval of a Class A-1 license in the future should circumstances warrant. There is no budget impact associated with this amendment.

BIDS, PETITIONS AND COMMUNICATIONS**Item 26-3004 Enterprise Scheduling and Time Entry Software**

Staff recommend approval of the purchase of enterprise scheduling and time entry software from TCP Software. TCP Software's pricing includes hardware, software, support and licensing for a seven-year term. The initial cost is \$49,829.83 with \$32,633.01 due the second year with a 5% annual increase for the five subsequent years. Total cost for the TCP Software will be \$269,133.57 over the seven-year contract. The City currently uses multiple systems for scheduling and time entry across departments, and this purchase is intended to improve data accuracy, streamline reporting, and provide a unified solution for all City employees. Following research, demonstrations, and a formal request for proposals, seven submissions were evaluated based on municipal-specific requirements. TCP Software was selected over the remaining finalist due to lower cost, a mobile app offering, full compliance with RFP specifications, waived implementation fees, and a proposed 20–24 week implementation timeline. Sufficient funds are available across multiple City funds to cover the expense.

CITY MANAGER'S REPORT**February Traffic Advisory Committee Report**

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 26-4017 Maintenance Contract with Downtown Council

Staff recommend approval of a maintenance contract with the Galesburg Downtown Council to provide defined maintenance services in targeted areas located outside the Downtown Special Service Area (SSA). The City has a longstanding partnership with the Galesburg Downtown Council for maintenance services within the Special Service Area largely funded by a special service area tax levy and city funds. Through this arrangement, the organization has developed staff capacity, equipment, and expertise in streetscape maintenance, landscaping, litter control, and seasonal services. In response to identified needs for consistent supplemental maintenance in high-visibility areas adjacent to or outside the Special Service Area, a separate agreement is proposed to allow services to be performed beyond SSA boundaries while clearly defining service areas, expectations, and compensation. The annual cost of the additional maintenance services will be \$15,000 and will be funded through the Economic Development Fund.

Item 26-4018 Engineering Services for Public Safety Building Electrical Upgrades

Staff recommend approval of the IMEG proposal for engineering services related to the Public Safety Building Electrical Upgrades project in the amount of \$68,500. The Public Safety building, over 50 years old, has outdated electrical infrastructure that currently limits power capacity and provides no room for future expansion or technological growth. The planned upgrades will replace aging equipment, improve distribution in inadequate areas, and add generated backup power for all non-dispatch areas, with the long-term goal of providing reliable, backed-up power for Police and Fire Department operations for the next 30 years. IMEG's services will include preparation of electrical designs and plans, general designs with contract documents suitable for bidding and construction, and assistance during the bidding and construction phases. Sufficient funds for this project are included in the 2026 budget.

Item 26-4019 Joint Funding Agreement, South Lake Storey Shared-Use Path – Phase I, Construction

Staff recommend approval of a Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for construction of the first phase of the Lake Storey Multi-use Path project. The agreement provides \$1,794,975 in Illinois Transportation Enhancement Program (ITEP) funding for the construction phase, with the City's estimated share totaling \$117,943.95, reduced from the previously approved \$230,000 due to lower-than-expected bids. The first phase of the project includes construction of a multi-use path along S. Lake Storey Road from W. Lake Storey Road to Woodblock Road, with a second phase extending from Woodblock Road to Gatewood Lane to complete a loop around the lake. The previous agreement expired due to land acquisition delays that postponed the State letting; bids have now been opened and construction is scheduled to begin this Spring. Sufficient funds are available in the Grants Fund (Fund 13) and Utility Tax Fund (Fund 59).

Item 26-4020 Joint Funding Agreement, South Lake Storey Shared-Use Path – Phase II, Engineering

Staff recommend approval of a Joint Funding Agreement with the Illinois Department of Transportation (IDOT) to provide Illinois Transportation Enhancement Program (ITEP) funding for preliminary engineering services for the second phase of the Lake Storey Multi-use Path project. The second phase extends from Woodblock Road to Gatewood Lane on the north side of Lake Storey, completing a loop around the lake in conjunction with the first phase. Preliminary engineering work, including preparation of final plans, specifications, and cost estimates, will be performed by Hutchison Engineering, which also completed engineering for the first phase. The total cost of the engineering work is estimated at \$79,433, with \$62,433 reimbursed through the ITEP grant and the City responsible for the remaining \$17,000. Approval of the Joint Funding Agreement will allow reimbursement of eligible costs, and construction for the second phase is anticipated to begin in 2027. Sufficient funds are available in the Grants Fund (Fund 13).

Item 26-4021 Farm Lease Agreement

Staff recommend approval of a farm lease agreement for City-owned property west of Bunker Links, identified as Parcel 05-34-101-002. The property, purchased by the City on June 2, 2025, has been farmed for many years by Hawkinson Brothers, Inc., who have requested to continue farming the land. The lease will allow the land to remain in productive use until a future City use is determined. Under the agreement, the lessee will pay \$200 per acre annually for five acres. Lease revenue will be deposited into the Economic Development Fund (Fund 24).

Item 26-4022 Other Post-Employment Benefits (OPEB) Contributions

Staff recommend approval to submit the budgeted 2026 contributions to the City's OPEB Trust account in the amount of \$149,340, excluding the Library and Township. Many state and local government employers provide other postemployment benefits (OPEB) as part of the total compensation offered to attract and retain the services of qualified employees. The City has proactively contributed to the OPEB Trust since 2013, with contributions averaging \$143,451 annually, helping reduce the City's long-term liability and supporting favorable credit ratings. Sufficient funds are budgeted for this annual contribution.

Item 26-4023 2nd Amendment, Airport Solar Site Lease Agreement

Staff recommend approval of the second amendment to the Community Power Group (CPG) lease for a Community Solar Garden on unutilized airport property. The original lease, approved in 2018, provides for a 2.0-megawatt solar array on approximately 17.5 acres with an initial annual lease of \$1,200 per acre and a 1.5% annual escalator over a 25-year term, with options for two five-year extensions. A prior lease amendment in 2024 extended the required start of construction by two years. Due to FAA approval requirements, construction has not yet begun, and CPG requests an additional two-year extension. CPG has made substantial progress and anticipates FAA approval soon, with construction planned for this summer. The amendment does not change other lease terms, and the City will receive an additional \$5,000 for the extension in lieu of monthly payments until power generation begins.

TOWN BUSINESS

Item 26-9003 Town Bills

Respectfully submitted,

Eric Hanson
City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
February 2, 2026
6:00 p.m.

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

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Angelica Mangieri, Wendel Hunigan, Dwight White, Heather Acerra, Greg Saul, and Steve Cheesman, 7. City Manager Eric Hanson, City Attorney Dan Alcorn, and City Clerk Kelli Bennewitz. Vacant: Council Member, Ward 3, following the resignation of Council Member Evan Miller, effective December 31, 2025.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

A moment of silence was observed in lieu of an invocation.

Presentation: Honoring the Retirement of K9 Officer Zeus

Council Member Saul moved, seconded by Council Member Acerra, to approve the minutes of the City Council's regular meeting from January 20, 2026.

Roll Call #2:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

PUBLIC COMMENT

Kiersten Sheets, Trajectory Energy Partners, addressed the Mayor and City Council and presented the City of Galesburg Parks & Recreation Department with a \$10,000 donation check for south side park improvements. This donation is part of the community benefit commitment related to the South Side Community Solar Project, which was selected for the community-driven community solar program administered by the Illinois Power Agency, as outlined in a commitment letter from November 2022. She stated that the South Side Community Solar project is currently under construction, with operations expected to begin this year. The 15-acre site is located between Locust and Lombard Streets, just west of the Mary Davis Home. This project is expected to deliver substantial benefits to the Galesburg community, with an estimated annual savings for local residents, particularly south side residents, totaling \$162,000. A dedicated 50% discount for south side residents is expected to equate to approximately \$450 per household annually.

Ms. Sheets also stated that this project is anticipated to generate approximately \$300,000 in total local tax revenue over its lifespan. She noted that Trajectory Energy Partners is pleased to make the donation and reiterated their commitment to the partnership with the City of Galesburg and bringing the project's full benefits to the community.

Mindy Knapp addressed the Council representing the Midwestern Humanitarian Center. She stated that the citizens of Galesburg need accessible warm shelter during the cold weather and they are currently seeing people using the police station as a warming center, which raises questions about societal responsibility. She feels that the real issue is not the choices people make that lead to homelessness, but rather the collective failure to ensure that everyone has the option of a warm place to stay. She believes that shelter options are limited with the Rescue Mission having a capacity of 40 people, and the Iowa Court warming center holding 20. The police station is being used as a temporary warming center, but there seems to be confusion about its official status and rules.

Ms. Knapp stated that the high flow of people at the police station creates logistical and safety challenges, including cleanup, managing individuals with mental health issues, and enforcing rules. For instance, while one can sleep in a chair, there are only four available, leaving many others without a seat. Also, people are often told they cannot eat or use the bathroom. She also questioned the reports that some people choose to remain outside and noted that she repeatedly informs people on the street about available warming options. She reiterated that the community must work together, and that people have a fundamental right to be warm, eat, and rest. Homeless individuals are not defined by negative stereotypes; they are survivors who have endured immense hardship. The City must acknowledge this reality and act now to help them during this cold period and begin planning for similar issues during the hot summer months.

Laura Porter addressed the Council and stated that she is the founder of a nonprofit wanting to address the issue of multiple large, yet sound, empty buildings within Galesburg. Examples include the former Public Library, the former Eagles building, and the vacant spaces at the former Cottage Hospital. Her organization is prepared to assume responsibility for one of these unused properties and plans to secure grants, form partnerships, and utilize volunteer labor to transform one into a vital community asset, focusing on transitional housing, youth services, and a general resource hub. She noted that this initiative requires no City funds.

Ms. Porter is requesting that the City Council initiate a formal process to allow nonprofits to apply for access to these unused buildings through either a low-cost transfer or a long-term lease. She feels this is a practical solution that will curb blight, save taxpayer money, and provide much-needed stability for our community members. She is currently collecting signatures from residents who support reviewing these vacant buildings for community use and urges the Council to take the first step by permitting nonprofits to submit adaptive reuse proposals for these properties.

CONSENT AGENDA #2026-03

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

26-2002

Approve an MFT Resolution for the 2026 Intermittent Resurfacing project in the amount of \$650,000.

26-3003

Approve the bid from D & D Pavement Solutions, Inc. in the amount of \$19,989.18 for the sealing of Parking Lots D, M, and the Lakeside Recreation Facility drive and eastern parking lot.

26-4006

Receive the updated zoning map.

26-4007

Approve the renewal of seven flood insurance policies; five renewing for a one-year term through March 2027, and two policies renewing in April and September. Total cost for all seven policies is \$33,834.63.

26-4008

Approve consultant engineering services for material testing for asphalt and concrete for calendar year 2026 with Bruner Cooper & Zuck, Inc. and IMEG Consultants Corp.

26-8002

Approve bills in the amount of \$563,347.22 and advance checks in the amount of \$446,910.32.

Council Member Mangieri moved, seconded by Council Member Acerra, to approve Consent Agenda 2026-03.

Roll Call #3:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

26-1001

Council Member Saul moved, seconded by Council Member Mangieri, to approve Ordinance 26-3764 on final reading amending Appendix X of Chapter 77 of the Galesburg Municipal Code prohibiting parking on the east side of Willard Street from Fifer Street to Yates Street during school hours.

Roll Call #4:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

26-2003

Council Member Acerra moved, seconded by Council Member Cheesman, to approve Resolution 26-02 showing support and commitment of local funds for a Better Utilizing Investments to Leverage Development (BUILD) Grant Program application for a project planning study at the South Street railroad underpass. The total estimated cost of the Project Planning study is \$3,650,000. The City's contribution would be \$365,000.

Council Member Saul raised the question about the likelihood of securing the grant funding this year. City Manager Hanson noted that the previous year's application successfully advanced through all review phases but was ultimately not funded because the money simply ran out. The City was strongly encouraged to reapply and updates were made to the application, including the addition of an environmental component, which is seen as a positive factor that will help expedite the project.

Roll Call #5:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

26-4009

Council Member Saul moved, seconded by Council Member Cheesman, to approve the retirement of K9 Officer Zeus and donated to Officer Jake Taylor. Police Chief Legate noted that the next academy for canine officers will be in March.

Roll Call #6:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

26-4010

Council Member White moved, seconded by Council Member Acerra, to approve a minor plat of the Davis & Sons Storage Subdivision located at 688 US Highway 150E and 671 Knox Road 1400N and is currently a storage unit complex.

Roll Call #7:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

26-4011

Council Member Acerra moved, seconded by Council Member Saul, to approve a minor plat of the Ladner Land Subdivision located at 123-129 Knox Highway 31 and is currently two residences with multiple acres of vacant property, including a pond.

Roll Call #8:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

26-4012

Council Member White moved, seconded by Council Member Cheesman, to approve the change order with Interstate Power Systems in the amount of \$22,372.70 for additional repairs to Fixed Route Bus 1701.

Roll Call #9:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

26-6001

Council Member Acerra moved, seconded by Council Member White, to approve the appointment of Charles (Chuck) Reynolds to fulfill the remainder of Ward Three Council Member until 2027.

Roll Call #10:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

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

TOWN BUSINESS

26-9002

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

Fund Title	Amount
Town Fund	\$5,497.35
General Assistance Fund	\$5,872.49

IMRF Fund	
Social Security/Medicare Fund	\$4,509.51
Liability Fund	
Audit Fund	
Total	\$15,879.35

Roll Call #11:

Ayes: Trustees Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

Trustee Saul moved, seconded by Trustee Mangieri, to resume as the City Council. The motion carried.

CLOSING COMMENTS

Council Member Mangieri welcomed the newest Council Member, Chuck Reynolds. She noted that she didn't have the opportunity to work closely with Evan Miller during his tenure but has spoken with Mr. Reynolds and feels positive about their potential collaboration. She hopes he will feel the same sense of welcome that she did when joining the Council.

Council Member Hunigan honored resident Rodney Bunch for his induction into the GHS Hall of Fame, Class of 2025. He stated that Mr. Bunch has been a friend for 50 years, was a member of an undefeated GHS football team, taught for 21 years, and is a co-founder and long-serving mentor in the "Streak Dads" high school mentoring program, started in 2013. The program provides positive role models; Mr. Bunch volunteers five days a week, offering conversations and one-on-one support for students' tough issues, filling a void for students with absent fathers, as one student shared. He also noted that Council Member Dwight White is also a "Streak Dads" mentor.

Council Member Hunigan also shared an encounter at his church on Sunday with a homeless man who was cold, hungry, poorly dressed and sought assistance. He reported being permanently expelled from the Rescue Mission and suspended for ten days from the police station, without providing reasons. Council Member Hunigan noted that with colder weather approaching, many of these individuals need more than a meal, and he and his pastor are asking what they can do to help needy individuals and assist community members lacking safe, stable housing.

Council Member White clarified his comments from the last meeting about being "blessed," emphasizing that the sentiment was intended for everyone, regardless of whether they support him, share his views, live in the same area, or differ from him in color, race, ethnicity, or religion. He expressed his distress and hurt over the current national climate, which he perceives as increasingly ugly and recounted a personal incident where a conversation about feeling sad over the murdered VA gentleman led to an angry person reporting him for talking politics.

Council Member White expressed his sorrow over the national distress caused by individuals feeling entitled to end another's life due to differing opinions. He emphasized the multi-ethnic heritage of the United States, asserting we are all Americans. He also stated that he finds it hurtful that people born and raised here, or those seeking a better life here, are being told to leave. He urged everyone to step up, speak up, and do what is right when they witness ugly treatment or words and to search their heart, their soul and their spirit.

Council Member Acerra stressed the importance of finding shared humanity, citing a podcast about the unity achieved through dialogue and focusing on common ground. She commended local public safety, sharing a positive example where a police officer paid for a young man's gym membership instead of arresting him for sneaking in, calling it an extraordinary act of kindness. She also praised the Fire and Police Departments for their rapid response to a large fire today.

She also announced that she is organizing a statewide student human resources conference on March 28th, an event co-sponsored by the Illinois State Human Resources Society and the Oak Brook Human Resources chapter. Though it is a few months away, she wanted to promote the opportunity to any junior college or four-year university students who are interested in a career in human resources. The full-day event will feature professional development sessions on topics such as optimizing LinkedIn profiles and improving interview skills. She is grateful for the support of many professional volunteers from across the state who are dedicated to helping these students advance their careers.

Council Member Saul congratulated Canine Officer Zeus on his retirement and wished him good luck with all the naps he's planning to take. On a personal note, he stated that Galesburg gained a new resident as he completed the move of his mother-in-law from Keithsburg to Galesburg. He's grateful to everyone who assisted with the move.

Council Member Cheesman stated that he greatly admires the worthwhile and meaningful comments made by the Council. He also wanted to congratulate Mr. Reynolds and looks forward to working with him and feels he will be a great addition to the Council. He also stated that he has known Rodney Bunch for a long time, and taught and coached with him. He is a remarkable individual who has contributed immensely to our town and helped so many people.

He expressed his gratitude and appreciation for all the contributions made during Black History Month and feels it is important to honor, remember, and learn from the people who have achieved so much, often overcoming great obstacles. He would like to acknowledge them all as great Americans who did their part, making invaluable contributions. He also noted that we are seeing progress at the former mall, little by little, such as the activity with the Sears building. He understands that there is much more to do, but things are definitely moving in the right direction.

Council Member Cheesman indicated that he visited the warming center, as he did last year. He noted that Mayor Schwartzman also brought food there and he wanted to check on their operations. He wanted to reinforce a request they recently sent out regarding needed donations: washcloths, dish rags, hygiene items (for both men and women), laundry soap, book

bags, and food (as they no longer receive the same food donations). He noted that there were openings at the shelter tonight, as there are most nights, and hopes the community can help people in those situations. He also wanted to thank the City Water Division staff who had to go out Friday morning in sub-zero weather to repair a water main on Seminary Street.

Since the topic was noted earlier, he reported that Knox College recently hosted speakers promoting civil discourse amidst political differences, demonstrating how to listen, respect, and converse civilly, even on non-negotiable issues. The key takeaway, mirrored in our own interactions, is the need for civil listening and mutual understanding, recognizing that respect for one another is non-negotiable. The speakers, Cornel West and Robert George, conveyed that message well; treating everyone with dignity is a high priority. We all share the goal of making the world, and America, better, requiring everyone's civil participation.

Mayor Schwartzman stated his appreciation for the comments regarding the two speakers, Dr. George and Dr. West, noting that their visit was a truly special event in his 28 years at Knox College. Despite the very cold night, the event was well-attended by both community members and students. The topic of civility, active listening, and open-mindedness is incredibly relevant to our community. He recalls them making the point that we all hold beliefs—some true and some false—but we don't always know which is which. Acknowledging this humility allows us to be more respectful in our dialogue and decision-making.

The Mayor appreciated Council Member Cheesman's willingness to visit the warming shelter to see the situation firsthand, which is a difficult undertaking. He met with the City Manager, Assistant City Manager, and several facility staff today to discuss improvements and future plans. The Council will soon have opportunities to contribute to this conversation, particularly concerning funding and how organizations can help. We know the need is great and continues to grow and he thanked everyone in the community who has reached out and supported those who are struggling.

Mayor Schwartzman thanked the great team of Officer Taylor and Officer Zeus. He also is very pleased that the Council voted unanimously to appoint the new Council Member and deeply appreciates the support, as making these appointments is a challenging responsibility. He's looking forward to Mr. Reynolds participating on the Council and in our community, and to the continued work on many important issues. There is a lot happening behind the scenes in 2026, some of which is already up for a vote, and more will be coming forward soon.

Lastly, the Mayor wanted to thank Ms. Sheets and Trajectory Energy Partners for their ongoing commitment to Galesburg. This commitment extends beyond entrepreneurship to the service they provide and the significant savings they have brought to many residents. As electric bills continue to rise, we need every tool available to help people manage their costs. He thanked them for the contribution for the south side parks.

There being no further business, Council Member Saul moved, seconded by Council Member White, to adjourn the regular meeting at 6:56 p.m.

Roll Call #12:

Ayes: Council Members Mangieri, Hunigan, White, Acerra, Saul, and Cheesman, 6.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Mayor Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk



26-2004

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Resolution for the temporary closure of Main Street for the 2026 Railroad Days.

SUMMARY RECOMMENDATION: The City Manager and Director of Public works recommend the Council approve this Resolution.

BACKGROUND: The Railroad Days Committee will hold the Railroad Days Celebration from June 23 - 28, 2026.

The closure of Main Street (U.S. Route 150) from Kellogg Street to the west side of the square requires state approval. A detour will be established around Main Street from Ferris to Simmons. Main Street (U.S. Route 150) is a state marked route and needs the approval of Illinois Department of Transportation (IDOT) which is requested in the form of the attached Resolution.

Street Division personnel will be responsible for the signing/barricading of this detour and street closures.

BUDGET IMPACT: Cost of implementation is included in the Street Division Budget.

SUPPORTING DOCUMENTS:

1. Resolution
2. RR Days Map

RESOLUTION NO. _____

ATTACHMENT 6.D
RESOLUTION

WHEREAS, the City of Galesburg is sponsoring a Railroad Days in the City of Galesburg which constitutes a public purpose;

WHEREAS, this Event will require the temporary closure of Main St (US 150), a State Highway in the City of Galesburg from 6am June 23, 2026 to 11pm June 28, 2026 and from _____ to _____;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Galesburg that permission to close off Main Street (U.S. 150) from Kellogg Street to Cedar Street and from _____ to _____ as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 6 am M. and 12pm continuous from M. on June 23 thru June 28, 2026.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.)* The detour route shall be as follows: _____

Westbound traffic will be detoured Kellogg Street to Ferris Street to Cedar Street to Main Street (U.S. 150)

Eastbound traffic will be detoured Cedar Street to Simmons Street to Kellogg Street to Main Street (U.S. 150)

See attached map.

* To be used when appropriate.

BE IT FURTHER RESOLVED, that the City of Galesburg assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that police officers or authorized flaggers shall at the expense of the City be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the _____ City _____ shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the _____ City _____ regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the _____ City _____ shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED by the _____ Council _____ of the _____ City of Galesburg _____
this _____ 16th _____ day of _____ February _____, 20 _____ 26 _____, A.D.

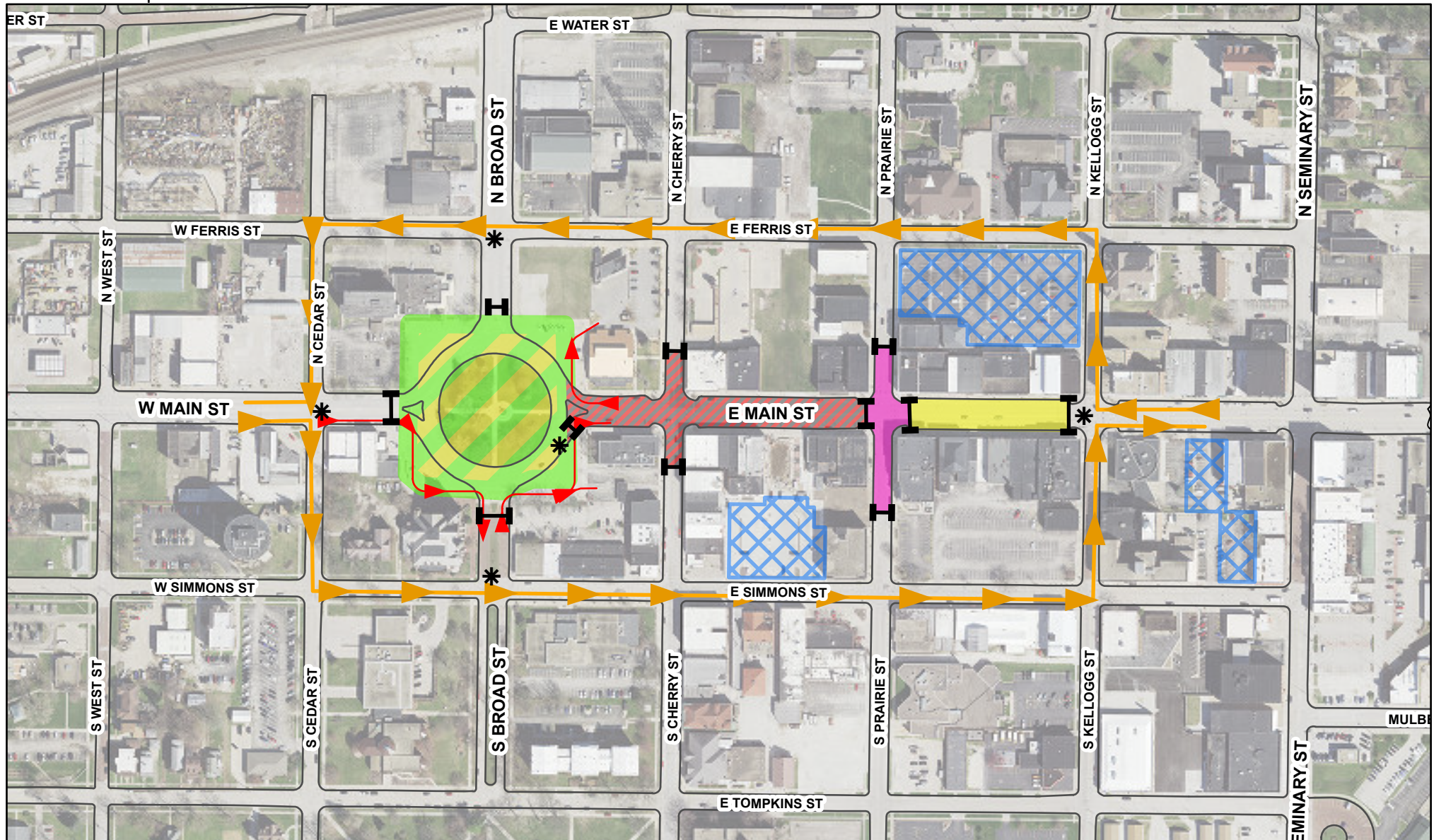
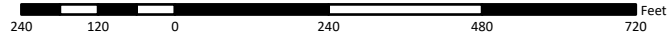
MUNICIPAL CLERK

APPROVED by the _____ Council _____ of the _____ City of Galesburg _____
this _____ 16th _____ day of _____ February _____, 20 _____ 26 _____, A.D.

ATTEST: _____

MUNICIPAL CLERK

MAYOR



-  Main St Detour
-  Local Access
-  Signs
-  Barricades

-  CARNIVAL (TUES-SUN)
-  EVENTS (SAT)

-  CLOSED (SAT)
-  CLOSED (FRI - MON)

-  DESIGNATED PARKING



26-2005

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Funding Resolution for construction for the first phase of the Lake Storey Multi-use Path project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the funding resolution for the City share of construction costs for the project.

BACKGROUND: In conjunction with the Joint Funding Agreement with the Illinois Department of Transportation (IDOT) that is being presented to City Council for approval at this meeting, IDOT also requires passage of a resolution appropriating the funds for the City's local share of the construction of the first phase of the Lake Storey Multi-use path. The City was awarded an Illinois Transportation Enhancement Program (ITEP) grant in the amount of \$2 million for the project, and local matching fund are required for the improvement. The first phase includes construction of a multi-use path along S. Lake Storey Road from W. Lake Storey Road to Woodblock Rd. just west of US 150.

The proposed funding resolution appropriates the necessary local matching funds required for the project. The estimated cost for the City's share of the construction is \$117,943.95 and will be paid from Utility Tax funds. The project is scheduled to begin this Spring. City staff recommend approval of the funding resolution,

BUDGET IMPACT: There are sufficient funds in the Utility Tax Fund (Fund 59) for this commitment.

SUPPORTING DOCUMENTS:

1. Funding Resolution

RESOLUTION NO. _____

A Resolution for:

Section No: 22-01502-40-BT

Job No.: P-94-006-26

WHEREAS, the City of Galesburg is proposing to construct a multi-use path from Woodblock Road to Gatewood Lane near Lake Storey.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, The use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching fund; and

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

SECTION 1 The Mayor and Council of the City of Galesburg hereby appropriates \$17,000 or as much as may be needed to match the required funding to complete the proposed improvement from Local Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional fund for completion of the project.

SECTION 2 The Mayor and the City Clerk are hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

SECTION 3 This resolution will become Attachment 3 of the AGREEMENT.

SECTION 3 The City Clerk of Galesburg is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District Four Bureau of Local Roads and Streets.

I, Kelli Bennewitz, City Clerk in and for Galesburg, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be true, perfect and complete copy of the resolution approved by the City Council at its meeting on the ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this ____ day of
_____, 20____.

(seal)



26-2006

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Funding Resolution for engineering services for the second phase of the Lake Storey Multi-use Path project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the funding resolution for the City share of engineering costs for the project.

BACKGROUND: In conjunction with the Joint Funding Agreement with the Illinois Department of Transportation (IDOT) that is being presented to City Council for approval at this meeting, IDOT also requires passage of a resolution appropriating the funds for the City's local share of the engineering work for the second phase of the Lake Storey Multi-use path. The City was awarded an Illinois Transportation Enhancement Program (ITEP) grant in the amount of \$655,560 for the project, and local matching fund are required for the improvement. The second phase includes construction of a multi-use path along S. Lake Storey Road and US 150 from Woodblock Road to Gatewood Lane on the north side of Lake Storey.

The proposed funding resolution appropriates the necessary local matching funds required for the engineering work. The estimated cost for the City's share of the construction is \$17,000 and will be paid from Utility Tax funds. The City previously approved an engineering agreement with Hutchison Engineering for this work. Construction on the project is scheduled to begin in 2027. City staff recommend approval of the funding resolution.

BUDGET IMPACT: There are sufficient funds in the Utility Tax Fund (Fund 59) for this commitment.

SUPPORTING DOCUMENTS:

1. Funding Resolution

RESOLUTION NO. _____

A Resolution for:

Section No: 19-01502-40-BT

Job No.: C-94-042-23

Project No.: 4ZL0(728)

WHEREAS, the City of Galesburg is proposing to construct a multi-use path along the north side of S. Lake Storey Road from W. Lake Storey Road to Woodblock Road.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, The use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching fund; and

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

SECTION 1 The Mayor and Council of the City of Galesburg hereby appropriates \$117,943.95 or as much as may be needed to match the required funding to complete the proposed improvement from Local Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional fund for completion of the project.

SECTION 2 The Mayor and the City Clerk are hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

SECTION 3 This resolution will become Attachment 3 of the AGREEMENT.

SECTION 3 The City Clerk of Galesburg is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District Four Bureau of Local Roads and Streets.

I, Kelli Bennewitz, City Clerk in and for Galesburg, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be true, perfect and complete copy of the resolution approved by the City Council at its meeting on the ____ day of _____, 20____, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this ____ day of
_____, 20____.

(seal)



26-4013

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Approval recommendation, 2026 supply of water meters and radios.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Water Superintendent, and Purchasing Agent recommend that the City Council waive normal purchasing policies and approve the product pricing for the first half of 2026 as provided by Core & Main for various water meters, handheld readers and radio units to be purchased by the Water Division.

BACKGROUND: The City of Galesburg Water Division regularly purchases various sized water meters, radio units and other various meter related items throughout the year. The Water Division specifically utilizes Sensus brand products for these needs. The authorized vendor for reselling these products in the Galesburg market is Core & Main out of Washington, IL.

The Water Division will purchase the water meters as needed throughout the year. The 2026 pricing list contains various items that are potentially needed by the Water Division throughout the year. The pricing also reflects a discount for completing a bulk order. This pricing is good through June 30, 2026. Updated pricing will be requested for the second half of the year. City staff recommend approval of these bulk purchases while utilizing discounted pricing.

BUDGET IMPACT: There are sufficient funds budgeted in the Water Division (61) for this planned expense.

SUPPORTING DOCUMENTS:

1. Pricing from Core & Main valid through 06/30/2026.
2. Sole source supporting documentation from Sensus.



Bid Proposal for Galesburg 2026 Annual Meter Prices

CITY OF GALESBURG
Job Location: Galesburg, IL
Bid Date: 12/31/2025
Core & Main Bid #: 4684056

Core & Main
 400 North Cummings Lane
 Washington, IL 61571
Phone: 3094443183
Fax: 3094443644

Seq#	Qty	Description	Units	Price	Ext Price
20		PRICES ARE VALID UNTIL			
30		6/30/26			
50		BULK SALE PRICING			
60		MUST BE PURCHASED IN			
70		QUANTITIES OF ATLEAST 200			
80	200	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	126.00	25,200.00
90	200	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	136.00	27,200.00
100	200	IPERL+ 5/8 3TS 100CF 7.5LL 4WHL SM IX1S3FLXXXXXXD	EA	134.00	26,800.00
110	200	IPERL+ 1 3TS 100CF 10.75LL 4WHL SM IX4S3FLXXXXXXD	EA	219.00	43,800.00
120	200	IPERL+ 5/8 METAL 3TS 100CF 4WHL IXAS3FLXXXXXXD	EA	165.00	33,000.00
140		RESIDENTIAL METERS			
150	1	IPERL+ 5/8 3TS 100CF 7.5LL 4WHL SM IX1S3FLXXXXXXD	EA	162.00	162.00
160	1	IPERL+ 3/4S 3TS 100CF 7.5LL 4WHL SM IX2S3FLXXXXXXD	EA	163.00	163.00
170	1	IPERL+ 3/4 3TS 100CF 7.5LL 4WHL SM IX3S3FLXXXXXXD	EA	182.00	182.00
180	1	IPERL+ 1 3TS 100CF 10.75LL 4WHL SM IX4S3FLXXXXXXD	EA	250.00	250.00
190	1	IPERL+ 5/8 METAL 3TS 100CF 4WHL IXAS3FLXXXXXXD	EA	175.00	175.00
200	1	IPERL+ 3/4S METAL 3TS 100CF	EA	185.00	185.00
210	1	IPERL+ 3/4 METAL 3TS 100CF	EA	205.00	205.00
220	1	IPERL+ 1 METAL 3TS 100CF	EA	295.00	295.00
230	1	IPERL/ALLY 6' 2W TRPL CABLE SM50546439001	EA	15.00	15.00
250		COMERCIAL METERS			
260	1	IPERL+ 1 METAL 3TS 100CF	EA	295.00	295.00
270	1	OMNI+ 1-1/2 R2 100CF 13LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R1X1XX2FXLOXXSD	EA	628.00	628.00
280	1	OMNI+ 2 R2 100CF 10LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R2X5XX2FXLOXXSD	EA	829.00	829.00
290	1	OMNI+ 2 R2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R2X1XX2FXLOXXSD	EA	865.00	865.00
300	1	OMNI+ 1-1/2 T2 100CF 13LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T1X1XXBF3LOXXSD	EA	950.00	950.00
310	1	OMNI+ 2 T2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T2X1XXBF3LOXXSD	EA	1,125.00	1,125.00
320	1	OMNI+ 3 T2 100CF 19LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T3X1XXBF1N0XXSD	EA	1,400.00	1,400.00
330	1	OMNI+ 4 T2 100CF 23LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T4X1XXBF1N0XXSD	EA	2,725.00	2,725.00
340	1	OMNI+ 6 T2 100CF 27LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T6X1XXBF1N0XXSD	EA	4,900.00	4,900.00
350	1	OMNI+ 1-1/2 C2 100CF 13LL 4WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID	EA	1,400.00	1,400.00
360	1	OMNI+ 2 C2 100CF 15-1/4LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	1,595.00	1,595.00



Bid Proposal for Galesburg 2026 Annual Meter Prices

Bid #: 4684056

Seq#	Qty	Description	Units	Price	Ext Price
		MATCHES METER BODY ID C2X3XXBF3L0XXSD			
370	1	OMNI+ 3 C2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	2,050.00	2,050.00
		MATCHES METER BODY ID C3X3XXBF1N0XXSD			
380	1	OMNI+ 4 C2 100CF 20LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	3,600.00	3,600.00
		MATCHES METER BODY ID C4X3XXBF1N0XXSD			
390	1	OMNI+ 6 C2 100CF 24LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	6,200.00	6,200.00
		MATCHES METER BODY ID C6X3XXBF1N0XXSD			
410	1	CORDONEL 1-1/2 1CF 13LL 7WHL SM 6' TRPL 3W CABLE & 20'	EA	1,850.00	1,850.00
		PULSE CABLE W/PRESS SENSOR G1X1XXPBF2SXXSD			
420	1	CORDONEL 2 1G 10LL 8WHL SM 6' TRPL 3W CABLE & 20' PULSE	EA	1,975.00	1,975.00
		CABLE W/PRESS SENSOR G2X5XXPAF1AXXSD			
430	1	CORDONEL 2 1CF 17LL 7WHL SM 6' TRPL 3W CABLE & 20' PULSE	EA	1,975.00	1,975.00
		CABLE W/PRESS SENSOR G2X1XXPBF2SXXSD			
440	1	CORDONEL 2 1CF 15-1/4LL 8WHL SM 20' TRPL & 20' PULSE CABLE	EA	1,975.00	1,975.00
		W/ PRESSURE SENSOR G2X3XXPBF2AXXSD			
450	1	CORDONEL 3 1CF 17LL 8WHL SM 20' TRPL & 20' PULSE CABLE	EA	2,800.00	2,800.00
		W/ PRESSURE SENSOR G3X3XXPBF2AXXSD			
460	1	CORDONEL 4 1CF 23LL 9WHL SM 6' TRPL 3W & 20' PULSE CABLE	EA	4,450.00	4,450.00
		W/PRESS SENSOR G4X1XXPAF2WXXSD			
470	1	CORDONEL 6 1CF 18LL 8WHL SM 6' TRPL 3W & 20' PULSE CABLE	EA	6,500.00	6,500.00
		W/PRESS SENSOR G6X5XXPAF1AXXSD			
490		RADIOS			
500	1	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	155.00	155.00
510	1	510M S/POINT M2 WIRED DP HR & LD 5396353751204MI	EA	230.00	230.00
520	1	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	155.00	155.00
530	1	520M S/POINT M2 TC SP HR & LD 5396353752201MI	EA	155.00	155.00
540	1	520M S/POINT M2 TC DP HR & LD 5396353752203MI	EA	240.00	240.00
570		BRASS METER CPLGS			
580	1	1-1/2 BRONZE METER FLANGE SET NO LEAD	EA	95.00	95.00
590		MIDCO BRAND - P/N: 1915			
600	1	2 BRNZ MTR FLANGE SET NO LEAD AC2001SETNL	EA	105.00	105.00
610		MIDCO BRAND - P/N: 1915			
620	1	GT140 1-1/2 DROP-IN RBR GASKET	EA	4.50	4.50
630	1	GT141 2 FLG RUBBER GASKET	EA	5.25	5.25
650		PRICES ARE VALID UNTIL			
660		6/30/26			

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Jim Grillo
Director of Sales, Central Region
612-867-3283
jim.grillo@xylem.com



November 18, 2025

Effective date: 2025-2026

To Whom It May Concern:

Sensus, a Xylem brand, is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value-Added Reseller (VAR) for Sensus Services such as SaaS and NaaS in the state of Illinois.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Director of Sales, Central Region
Sensus, a Xylem Brand



26-4014

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Approval recommendation, 2026 supply of water meters for resale.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Water Superintendent, and Purchasing Agent recommend that the City Council waive normal purchasing policies and approve the product pricing for the first half of 2026 as provided by Core & Main for water meters for resale to be purchased by the Water Division.

BACKGROUND: The City of Galesburg Water Division regularly purchases various sized water meters throughout the year. The large meters (1" and over) purchased by the city are available for resale and generally installed on commercial service lines at the expense of the customer.

The Water Division specifically utilizes Sensus brand products for these needs. The authorized vendor for reselling these products in the Galesburg market is Core & Main in Washington, IL. They were contacted to provide pricing for meters 1" and over and the 2026 pricing schedule is attached. This pricing is good through June 30, 2026. Updated pricing will be requested for the second half of the year.

The Water Division will purchase the large water meters as needed throughout the year. City staff recommend the approval of this purchase for the Water Division.

BUDGET IMPACT: There are sufficient funds budgeted in the Water Division (61) for this planned expense.

SUPPORTING DOCUMENTS:

1. Pricing from Core & Main valid through 06/30/2026.
2. Sole source supporting documentation from Sensus.



Bid Proposal for Galesburg 2026 Annual Meter Prices

CITY OF GALESBURG
Job Location: Galesburg, IL
Bid Date: 12/31/2025
Core & Main Bid #: 4684056

Core & Main
 400 North Cummings Lane
 Washington, IL 61571
Phone: 3094443183
Fax: 3094443644

Seq#	Qty	Description	Units	Price	Ext Price
20		PRICES ARE VALID UNTIL			
30		6/30/26			
50		BULK SALE PRICING			
60		MUST BE PURCHASED IN			
70		QUANTITIES OF ATLEAST 200			
80	200	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	126.00	25,200.00
90	200	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	136.00	27,200.00
100	200	IPERL+ 5/8 3TS 100CF 7.5LL 4WHL SM IX1S3FLXXXXXXD	EA	134.00	26,800.00
110	200	IPERL+ 1 3TS 100CF 10.75LL 4WHL SM IX4S3FLXXXXXXD	EA	219.00	43,800.00
120	200	IPERL+ 5/8 METAL 3TS 100CF 4WHL IXAS3FLXXXXXXD	EA	165.00	33,000.00
140		RESIDENTIAL METERS			
150	1	IPERL+ 5/8 3TS 100CF 7.5LL 4WHL SM IX1S3FLXXXXXXD	EA	162.00	162.00
160	1	IPERL+ 3/4S 3TS 100CF 7.5LL 4WHL SM IX2S3FLXXXXXXD	EA	163.00	163.00
170	1	IPERL+ 3/4 3TS 100CF 7.5LL 4WHL SM IX3S3FLXXXXXXD	EA	182.00	182.00
180	1	IPERL+ 1 3TS 100CF 10.75LL 4WHL SM IX4S3FLXXXXXXD	EA	250.00	250.00
190	1	IPERL+ 5/8 METAL 3TS 100CF 4WHL IXAS3FLXXXXXXD	EA	175.00	175.00
200	1	IPERL+ 3/4S METAL 3TS 100CF	EA	185.00	185.00
210	1	IPERL+ 3/4 METAL 3TS 100CF	EA	205.00	205.00
220	1	IPERL+ 1 METAL 3TS 100CF	EA	295.00	295.00
230	1	IPERL/ALLY 6' 2W TRPL CABLE SM50546439001	EA	15.00	15.00
250		COMERCIAL METERS			
260	1	IPERL+ 1 METAL 3TS 100CF	EA	295.00	295.00
270	1	OMNI+ 1-1/2 R2 100CF 13LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R1X1XX2FXLOXXSD	EA	628.00	628.00
280	1	OMNI+ 2 R2 100CF 10LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R2X5XX2FXLOXXSD	EA	829.00	829.00
290	1	OMNI+ 2 R2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID R2X1XX2FXLOXXSD	EA	865.00	865.00
300	1	OMNI+ 1-1/2 T2 100CF 13LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T1X1XXBF3LOXXSD	EA	950.00	950.00
310	1	OMNI+ 2 T2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T2X1XXBF3LOXXSD	EA	1,125.00	1,125.00
320	1	OMNI+ 3 T2 100CF 19LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T3X1XXBF1N0XXSD	EA	1,400.00	1,400.00
330	1	OMNI+ 4 T2 100CF 23LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T4X1XXBF1N0XXSD	EA	2,725.00	2,725.00
340	1	OMNI+ 6 T2 100CF 27LL 4WHL SM 20' TRPL 3W CABLE REG ID MATCHES METER BODY ID T6X1XXBF1N0XXSD	EA	4,900.00	4,900.00
350	1	OMNI+ 1-1/2 C2 100CF 13LL 4WHL SM 20' TRPL 3W & 20' PULSE CABLE REG ID MATCHES METER BODY ID	EA	1,400.00	1,400.00
360	1	OMNI+ 2 C2 100CF 15-1/4LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	1,595.00	1,595.00



Bid Proposal for Galesburg 2026 Annual Meter Prices

Bid #: 4684056

Seq#	Qty	Description	Units	Price	Ext Price
		MATCHES METER BODY ID C2X3XXBF3L0XXSD			
370	1	OMNI+ 3 C2 100CF 17LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	2,050.00	2,050.00
		MATCHES METER BODY ID C3X3XXBF1N0XXSD			
380	1	OMNI+ 4 C2 100CF 20LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	3,600.00	3,600.00
		MATCHES METER BODY ID C4X3XXBF1N0XXSD			
390	1	OMNI+ 6 C2 100CF 24LL 4WHL SM 20' TRPL 3W CABLE REG ID	EA	6,200.00	6,200.00
		MATCHES METER BODY ID C6X3XXBF1N0XXSD			
410	1	CORDONEL 1-1/2 1CF 13LL 7WHL SM 6' TRPL 3W CABLE & 20'	EA	1,850.00	1,850.00
		PULSE CABLE W/PRESS SENSOR G1X1XXPBF2SXXSD			
420	1	CORDONEL 2 1G 10LL 8WHL SM 6' TRPL 3W CABLE & 20' PULSE	EA	1,975.00	1,975.00
		CABLE W/PRESS SENSOR G2X5XXPAG1AXXSD			
430	1	CORDONEL 2 1CF 17LL 7WHL SM 6' TRPL 3W CABLE & 20' PULSE	EA	1,975.00	1,975.00
		CABLE W/PRESS SENSOR G2X1XXPBF2SXXD			
440	1	CORDONEL 2 1CF 15-1/4LL 8WHL SM 20' TRPL & 20' PULSE CABLE	EA	1,975.00	1,975.00
		W/ PRESSURE SENSOR G2X3XXPBF2AXXSD			
450	1	CORDONEL 3 1CF 17LL 8WHL SM 20' TRPL & 20' PULSE CABLE	EA	2,800.00	2,800.00
		W/ PRESSURE SENSOR G3X3XXPBF2AXXSD			
460	1	CORDONEL 4 1CF 23LL 9WHL SM 6' TRPL 3W & 20' PULSE CABLE	EA	4,450.00	4,450.00
		W/PRESS SENSOR G4X1XXPAF2WXXSD			
470	1	CORDONEL 6 1CF 18LL 8WHL SM 6' TRPL 3W & 20' PULSE CABLE	EA	6,500.00	6,500.00
		W/PRESS SENSOR G6X5XXPAF1AXXSD			
490		RADIOS			
500	1	510M S/POINT M2 WIRED SP HR & LD 5396353751202MI	EA	155.00	155.00
510	1	510M S/POINT M2 WIRED DP HR & LD 5396353751204MI	EA	230.00	230.00
520	1	510M S/POINT M2 TC SP HR & LD 5396353751201MI	EA	155.00	155.00
530	1	520M S/POINT M2 TC SP HR & LD 5396353752201MI	EA	155.00	155.00
540	1	520M S/POINT M2 TC DP HR & LD 5396353752203MI	EA	240.00	240.00
570		BRASS METER CPLGS			
580	1	1-1/2 BRONZE METER FLANGE SET NO LEAD	EA	95.00	95.00
590		MIDCO BRAND - P/N: 1915			
600	1	2 BRNZ MTR FLANGE SET NO LEAD AC2001SETNL	EA	105.00	105.00
610		MIDCO BRAND - P/N: 1915			
620	1	GT140 1-1/2 DROP-IN RBR GASKET	EA	4.50	4.50
630	1	GT141 2 FLG RUBBER GASKET	EA	5.25	5.25
650		PRICES ARE VALID UNTIL			
660		6/30/26			

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

Jim Grillo
Director of Sales, Central Region
612-867-3283
jim.grillo@xylem.com



November 18, 2025

Effective date: 2025-2026

To Whom It May Concern:

Sensus, a Xylem brand, is pleased to announce that **Core & Main – Illinois** is the exclusive Authorized Distributor of Sensus products and a Value-Added Reseller (VAR) for Sensus Services such as SaaS and NaaS in the state of Illinois.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo".

James C. Grillo
Director of Sales, Central Region
Sensus, a Xylem Brand



26-4015

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Renewal of a service contract between the City of Galesburg Public Transportation and Knox College to provide students, faculty, and staff unlimited rides on fixed-route bus service from March of 2026 through June of 2027, for total compensation of \$4,000.

SUMMARY RECOMMENDATION: The City of Galesburg's Public Transportation Advisory Commission held a meeting on February 12, 2026, and unanimously recommended approval to renew an updated service agreement between the City of Galesburg and Knox College. The City Manager, Director of Community Development, and Transit Manager concur with their recommendation. The renewal of this service contract between these entities will continue to make more State funds available to fund public transportation for the City.

BACKGROUND: Per the terms of this agreement, Knox will compensate the City \$4,000 for unlimited rides for Knox students, faculty, and staff on the City of Galesburg fixed route bus service from March 2026 – June 2027. This is an extended agreement in order to make the agreement coincide with the State Fiscal year for convenience of reporting. This service contract would not change any routes or frequency thereof to the Knox campus. Students, faculty, and staff will continue to use their Knox Student/Employee ID to access the buses.

This service contract allows the payment from Knox 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.

If approved, City of Galesburg Public Transportation will track the ridership of Knox students between March 2026 and June 2027. At the end of the contract, the data gathered will be evaluated and a proposed contract amount would be considered by PTAC and City Council for 2027/2028 service contract.

BUDGET IMPACT: Decrease in City's contribution to Paratransit and Bus Subsidy budgets. \$4,000.00 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 _____, 2026 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:

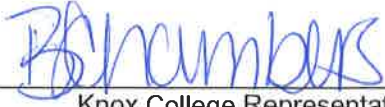
1. This agreement shall become effective March 2026. This agreement shall cover March of 2026 – June of 2027.
2. Service eligible for delivery under this agreement would be the transporting of RECIPIENT'S current students and employees on fixed-route bus service within the City of Galesburg, IL.
3. RECIPIENT will compensate CITY for services described in the AGREEMENT at \$4000.00 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, 2026 through June 30, 2027.

Executed this _____ day of _____ 20 ____.

APPROVED:

_____	_____
Mayor	Date

_____	_____
City Clerk	Date

 _____	 _____
Knox College Representative	Date



26-4016

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Addendum #4 to Cash Rent Lease Agreement at City's Business Park

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

BACKGROUND: The City of Galesburg currently leases approximately 170.5 acres of farmland located east of Knox Road 650 E within the Galesburg Business Park to IF Farms under an annual cash rent agreement. This agreement expired on January 1, 2026, and the proposed action represents the fourth addendum to the original lease.

The City has been awarded a \$25 million grant from the U.S. Department of Transportation through the Better Utilizing Investments to Leverage Development (BUILD) Program. These funds will support the installation of rail track and switching infrastructure within the Galesburg Business Park to facilitate the development of a large containerized agricultural terminal.

While the City continues to work through federal grant requirements and coordinate planning efforts with the project developer, construction timelines have not yet been finalized. To ensure the property remains productive in the interim, staff recommends extending the existing lease with IF Farms through the last harvest of the 2026 crop year or January 1, 2027, whichever occurs first. The current cash rent is \$321 per acre, resulting in a potential total annual rent of \$54,730.50.

BUDGET IMPACT: Revenue from this lease is deposited to Fund 24 – Economic Development.

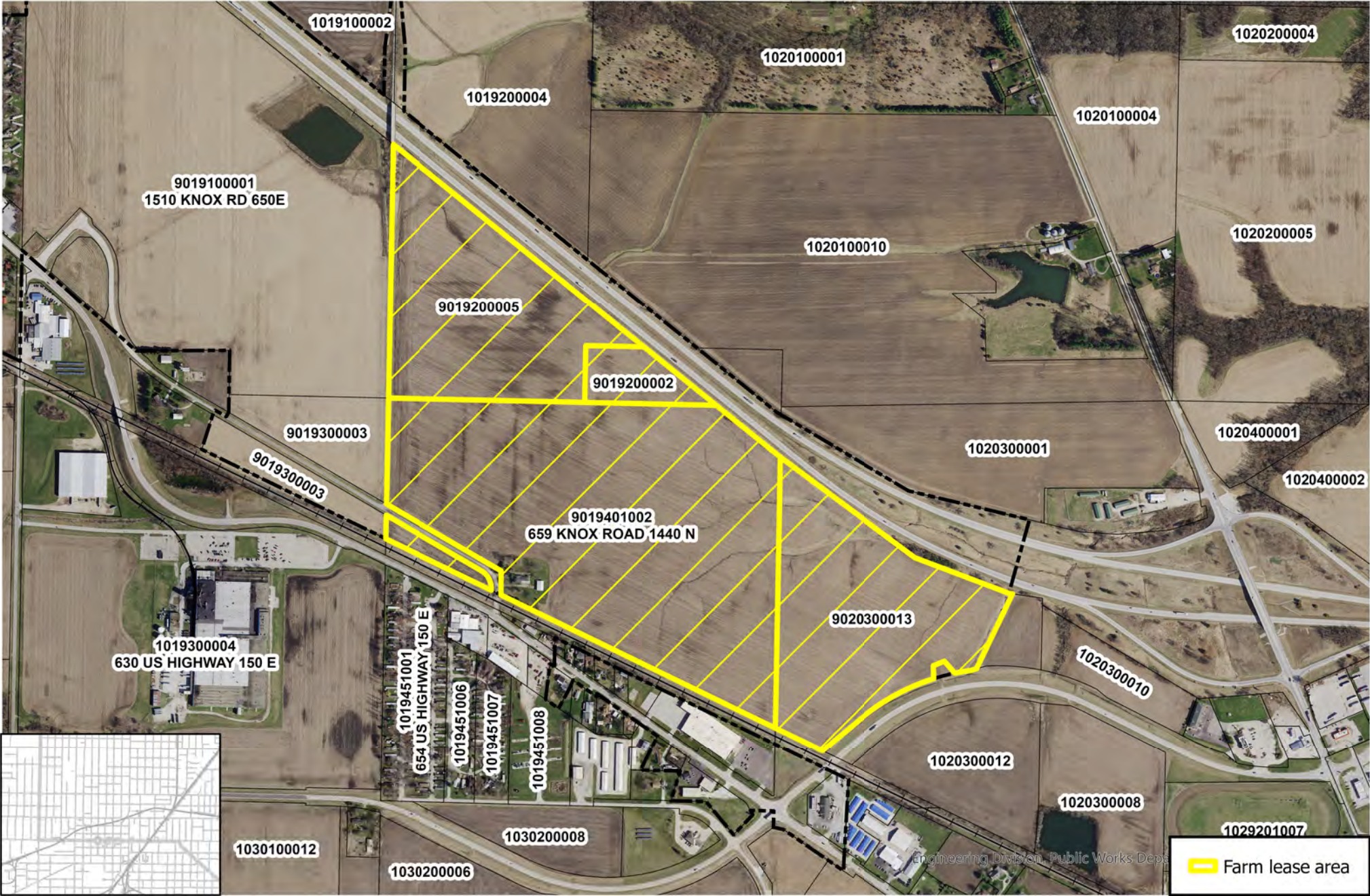
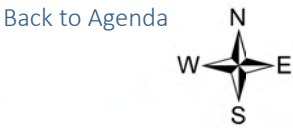
SUPPORTING DOCUMENTS:

1. Aerial of general farm lease area
2. Addendum #4 to Cash Rent Farm Lease Agreement



Business Park

Farm lease area



**ADDENDUM #4 TO CASH RENT FARM LEASE AGREEMENT
BETWEEN THE CITY OF GALESBURG AND IF FARMS**

WHEREAS, the City of Galesburg, Illinois, a municipal corporation (hereinafter referred to as “Lessor”) and IF Farms (hereinafter referred to as “Lessee”) previously entered into a lease dated October 21, 2019 and Addendums dated November 7, 2022, September 18, 2023 and October 21, 2024 concerning land owned by Lessor that is being leased to Lessee to occupy and to use for agricultural purposes only; and

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

WHEREAS, the parties hereto agree that due to potential development on the site the Parties have agreed to amend Section 1.B. to extend the lease an additional term so the new end date will be the last harvest of 2026 or January 1, 2027, whichever comes first; and

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

1. Section 1. B. is hereby amended by replacing the words “two (2) additional terms.” with “six (6) additional terms.”
2. That all other terms and conditions of said Agreement not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of _____, 2026.

City of Galesburg, Illinois
A Municipal Corporation

By: _____
Peter Schwartzman, Mayor

Attest:

Kelli Bennewitz, City Clerk

IF Farms

By: _____
Ted Inness

Attest:



26-5000

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Receive 2026 Renewal Applications for Wrecker Services

SUMMARY RECOMMENDATION: The City Clerk recommends receipt of the following renewal applications to operate a wrecker service in the City and to be listed on the City's Wrecker Rotation List:

Bob's Towing, Inc., Bolin's Towing & Repair, A to Z Towing & Transport, Fox Towing, LLC, Pit Stop Shop, and Galesburg Towing, LLC.

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

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Applications and Schedule of Rates

City Clerk's Office
Operating under Council Manager form of Government Since 1957

Application for Wrecker Rotation List

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

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

New: _____ Rate Schedule Change: X

Principle owner of business: BILL KENDALL

Name of business: _____ Bob's Towing, Inc.

Address of business: _____ 54 Indiana Avenue
Galesburg, IL 61401

Business phone number: 309-343-2016 24-Hour phone number: 309-335-0983

Residence address of owner: _____

Home phone number of owner: _____ phone number: SAME

E-mail address of business: BKENDALL1956@GMAIL.COM

Regular Business Hours: 8AM - 4PM MON - FRI

Number of wreckers in service: 1 Fire Extinguisher: X yes _____ no

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

Name of Employee: BILL KENDALL

Address: SAME

Home Phone: SAME

Drivers License number: _____

Name of Employee: _____

Address: _____

Home Phone: _____

Drivers License number: _____

Business Information

City Clerk's Office

Operating under Council Manager form of Government Since 1957

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

Enclosed building for vehicle storage: ☒ Yes ☐ No

And/or

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

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

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	☒	☐
(b) Bus	☐	☒
(c) Campers	☐	☒
(d) Farm Tractor	☐	☒
(e) House Trailer	☐	☒
(f) Motorcycle	☒	☐
(g) Semi Trailer	☐	☒
(h) Trailer	☐	☒
(i) Truck -pick up	☒	☐
(j) Truck-one ton or more	☐	☒
(k) Truck Tractor	☐	☒

Insurance Requirements

Gargagekeepers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

☒ Yes ☐ No

Schedule of Rates (Inside City Limits)

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

City Clerk's Office

Operating under Council Manager form of Government Since 1957

Outside Storage \$ 40.00 per day

AN ADMINISTRATIVE OF 50.00 MAY BE CHARGED

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: B. K. D. P.

Date: 1-10-26

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____



CITY CLERK'S OFFICE

Operating Under Council - Manager Government Since 1957

Application for Wrecker Rotation List

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

Fee of \$100.00 is due by January 1 every year per ordinance number 21-3659, which was passed on December 6, 2021.

New: _____

Rate Schedule Change: X

Principle owner of business: _____

Mike Lewis

Name of business: _____

Bolin's Towing & Repair

Address of business: _____

2356 Grand Ave

Business phone number: _____

309-343-1558

24-Hour phone number: _____

309-343-1558

Residence address of owner: _____

Home phone number of owner: _____

Cell phone number: _____

E-mail address of business: _____

bolinstowing@gmail.com

Regular Business Hours: _____

8 am - 5 pm

Number of wreckers in service: _____

4Fire Extinguisher: X yes _____ no**Wrecker personnel information (more employees, please list information on the back of this form)**

Name of Employee: _____

Mike Lewis

Address: _____

Home Phone: _____

Drivers License number: _____

Name of Employee: _____

Wayne Morrissey

Address: _____

Home Phone: _____

Drivers License number: _____



CITY CLERK'S OFFICE

Operating Under Council -- Manager Government Since 1957

Business Information

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

Enclosed building for vehicle storage: X Yes _____ No

And/or

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

(b) Is there an office in the place of business open to the public during business hours? X Yes _____ No

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	<u>X</u>	
(b) Bus		<u>X</u>
(c) Campers		<u>X</u>
(d) Farm Tractor		<u>X</u>
(e) House Trailer		<u>X</u>
(f) Motorcycle	<u>X</u>	
(g) Semi Trailer		<u>X</u>
(h) Trailer	<u>X</u>	
(i) Truck -pick up	<u>X</u>	
(j) Truck-one ton or more	<u>X</u>	
(k) Truck Tractor		<u>X</u>

Insurance Requirements

Garage keepers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

X Yes _____ No



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Schedule of Rates (Inside City Limits)

	Average Accident	Mechanical Problems	Junk
Business Hours:	\$ <u>150⁰⁰</u>	\$ <u>100⁰⁰</u>	\$ <u>150⁰⁰</u>
After Hours:	\$ <u>200⁰⁰</u>	\$ <u>150⁰⁰</u>	\$ <u>200⁰⁰</u>
Removal of debris from highway:	\$ <u>150⁰⁰ / hour</u>		
Inside Storage	\$ <u>75⁰⁰</u> per day	Outside Storage	\$ _____ per day

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: _____

Date: 12/18/25 *[Signature]*

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Application for Wrecker Rotation List

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

Fee of \$100.00 is due by January 1 every year per ordinance number 21-3659, which was passed on December 6, 2021.

New: _____ Rate Schedule Change: _____

Principle owner of business: Kendall Zimmerman

Name of business: A to Z Towing + Transport

Address of business: 1152 Knox rd 300 e Galesburg IL 61401

Business phone number: 309-368-6405 24-Hour phone number: 309-368-6405

Residence address of owner: _____

Home phone number of owner: _____ Cell phone number: _____

E-mail address of business: towing1157@gmail.com

Regular Business Hours: 24/7

Number of wreckers in service: 1 Fire Extinguisher: X yes _____ no

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

Name of Employee: Ashley Zimmerman

Address: _____

Home Phone: _____

Drivers License number: _____

Name of Employee: Tyler Zimmerman

Address: _____

Home Phone: _____

Drivers License number: _____

PAID

DEC 03 2025

GALESBURG CITY CLERK

Updated 01/2021



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Business Information

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

Enclosed building for vehicle storage: X Yes ~~No~~

And/or

Lot secured with a fence at least 6' in height: X Yes ~~No~~

(b) Is there an office in the place of business open to the public during business hours? Yes X No

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	<u>X</u>	<u> </u>
(b) Bus	<u> </u>	<u>X</u>
(c) Campers	<u> </u>	<u>X</u>
(d) Farm Tractor	<u> </u>	<u>X</u>
(e) House Trailer	<u> </u>	<u>X</u>
(f) Motorcycle	<u>X</u>	<u> </u>
(g) Semi Trailer	<u> </u>	<u>X</u>
(h) Trailer	<u> </u>	<u>X</u>
(i) Truck –pick up	<u>X</u>	<u> </u>
(j) Truck-one ton or more	<u> </u>	<u>X</u>
(k) Truck Tractor	<u> </u>	<u>X</u>

Insurance Requirements

Garage keeps Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

X Yes No



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Schedule of Rates (Inside City Limits)

Average Accident	Mechanical Problems	Junk
Business Hours: \$ <u>125 - 250</u>	\$ <u>80 - 200</u>	\$ <u>100 - 200</u>
After Hours: \$ <u>150 - 250</u>	\$ <u>100 - 200</u>	\$ <u>125 - 175</u>
Removal of debris from highway: \$ _____		
Inside Storage \$ <u>75</u> per day	Outside Storage \$ <u>50</u> per day	

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: _____

Date: 12/3/25

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Application for Wrecker Rotation List

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

Fee of \$100.00 is due by January 1 every year per ordinance number 21-3659, which was passed on December 6, 2021.

New: X Rate Schedule Change: _____

Principle owner of business: Nick Fox

Name of business: Fox Towing LLC

Address of business: 725 N Fearing Ave Abingdon IL 61810

Business phone number: 309 368 0339 24-Hour phone number: 309 368 0339

Residence address of owner: [REDACTED]

Home phone number of owner: [REDACTED] Cell phone number: [REDACTED]

E-mail address of business: nick fox 872 @ gmail.com

Regular Business Hours: M-F 8-5 Sat 8-12:00

Number of wreckers in service: 2 Fire Extinguisher: X yes _____ no

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

Name of Employee: Nick Fox

Address: [REDACTED]

Home Phone: [REDACTED]

Drivers License number: [REDACTED]

Name of Employee: _____

Address: _____

Home Phone: _____

Drivers License number: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Business Information

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

Enclosed building for vehicle storage: X Yes _____ No

And/or

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

(b) Is there an office in the place of business open to the public during business hours? X Yes _____ No

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	<u>X</u>	_____
(b) Bus	_____	<u>X</u>
(c) Campers	_____	<u>X</u>
(d) Farm Tractor	_____	<u>X</u>
(e) House Trailer	_____	<u>X</u>
(f) Motorcycle	<u>X</u>	_____
(g) Semi Trailer	_____	<u>X</u>
(h) Trailer	<u>X</u>	_____
(i) Truck –pick up	<u>X</u>	_____
(j) Truck-one ton or more	_____	<u>X</u>
(k) Truck Tractor	_____	<u>X</u>

Insurance Requirements

Garage keepsers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

X Yes _____ No



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Schedule of Rates (Inside City Limits)

Average Accident	Mechanical Problems	Junk
Business Hours: \$ <u>120</u>	\$ <u>120</u>	\$ <u>120</u>
After Hours: \$ <u>270</u>	\$ <u>270</u>	\$ <u>270</u>
Removal of debris from highway: \$ <u>50</u>		
Inside Storage \$ <u>45</u> per day	Outside Storage \$ <u>11/9</u> per day	

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: Mick P

Date: 12-5-25

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____



CITY CLERK'S OFFICE

Operating Under Council - Manager Government Since 1957

Application for Wrecker Rotation List

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

Fee of \$100.00 is due by January 1 every year per ordinance number 21-3659, which was passed on December 6, 2021.

New: X Rate Schedule Change: _____

Principle owner of business: Daniel Toops

Name of business: Pit Stop Shop

Address of business: 2216 South Henderson St Galesburg IL

Business phone number: 309 734 1999 24-Hour phone number: 309 734 1999

Residence address of owner: [REDACTED]

Home phone number of owner: _____ Cell phone number: [REDACTED]

E-mail address of business: Stormi-PitStopShop@gmail.com

Regular Business Hours: 8am-5pm (M-Th) 8am-4pm (Fri) Sa+ + Sunday (closed)

Number of wreckers in service: 4 Fire Extinguisher: X yes _____ no

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

Name of Employee: Tyler J Millery

Address: [REDACTED]

Home Phone: [REDACTED]

Drivers License number: [REDACTED]

Name of Employee: Daniel Toops

Address: [REDACTED]

Home Phone: [REDACTED]

Drivers License number: [REDACTED]



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Business Information

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

Enclosed building for vehicle storage: ✓ Yes _____ No

And/or

Lot secured with a fence at least 6' in height: ✓ Yes _____ No

(b) Is there an office in the place of business open to the public during business hours? ✓ Yes _____ No

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	<u>X</u>	_____
(b) Bus	<u>X</u>	_____
(c) Campers	_____	<u>X</u>
(d) Farm Tractor	<u>X</u>	_____
(e) House Trailer	_____	<u>X</u>
(f) Motorcycle	<u>X</u>	_____
(g) Semi Trailer	<u>X</u>	_____
(h) Trailer	<u>X</u>	_____
(i) Truck –pick up	<u>X</u>	_____
(j) Truck-one ton or more	<u>X</u>	_____
(k) Truck Tractor	<u>X</u>	_____

Insurance Requirements

Garage keepers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

X Yes _____ No



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Schedule of Rates (Inside City Limits)

Average Accident	Mechanical Problems	Junk
Business Hours: \$ <u>105⁰⁰</u> flatbed	\$ <u>55⁰⁰</u> flatbed	\$ <u>55⁰⁰</u> flatbed
After Hours: \$ <u>30⁰⁰</u> per hr	\$ <u>30⁰⁰</u> per hr	\$ <u>30⁰⁰</u> per hr
Removal of debris from highway: \$ <u>100⁰⁰</u> Clean up fee		
Inside Storage \$ <u>85⁰⁰</u> per day	Outside Storage \$ <u>45⁰⁰</u> per day	

Heavy Duty is \$500 per hr "Not for Accident Recoveries"

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: Daniel Toops

Date: 1/2/26

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Application for Wrecker Rotation List

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

PAID

JAN 05 2026

Fee of \$100.00 is due by January 1 every year per ordinance number 21-3659, which was passed on December 6, 2021.

GALESBURG CITY CLERK

New: _____

Rate Schedule Change: XPrinciple owner of business: Andrew / Todd WallrabName of business: Galesburg Towing LLC.Address of business: 2181 Grand Ave.Business phone number: 309-368-5373 24-Hour phone number: 309-368-5373

Residence address of owner: _____

Home phone number of owner: _____

Cell phone number: _____

E-mail address of business: galesburgtowing@gmail.comRegular Business Hours: 9a-5pNumber of wreckers in service: 3Fire Extinguisher: X yes _____ no**Wrecker personnel information (more employees, please list information on the back of this form)**Name of Employee: No employees

Address: _____

Home Phone: _____

Drivers License number: _____

Name of Employee: _____

Address: _____

Home Phone: _____

Drivers License number: _____



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Business Information

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

Enclosed building for vehicle storage: X Yes _____ No

And/or

Lot secured with a fence at least 6' in height: X Yes _____ No

(b) Is there an office in the place of business open to the public during business hours? X Yes _____ No

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

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

Towing Capacity

Vehicles	Yes	No
(a) Automobiles	<u>X</u>	_____
(b) Bus <i>Size Depending</i>	<u>X</u>	_____
(c) Campers	_____	<u>X</u>
(d) Farm Tractor <i>Size Depending</i>	<u>X</u>	_____
(e) House Trailer	_____	<u>X</u>
(f) Motorcycle	<u>X</u>	_____
(g) Semi Trailer	_____	<u>X</u>
(h) Trailer	<u>X</u>	_____
(i) Truck –pick up	<u>X</u>	_____
(j) Truck-one ton or more	<u>X</u>	_____
(k) Truck Tractor	_____	<u>X</u>

Insurance Requirements

Garage keepers Liability Insurance in an amount no less than:

\$100,000 property damage insurance

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

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

X Yes _____ No



CITY CLERK'S OFFICE

Operating Under Council – Manager Government Since 1957

Schedule of Rates (Inside City Limits)

	Average Accident	Mechanical Problems	Junk
Business Hours:	\$ <u>150</u>	\$ <u>150</u>	\$ <u>150</u>
After Hours:	\$ <u>175</u>	\$ <u>125</u>	\$ <u>125</u>

Removal of debris from highway: \$ _____

Inside Storage \$ 50 per day
\$ 75 AccidentsOutside Storage \$ ~~35~~ 35 per day
\$ 75 Accidents

Your towing and storage fees may not exceed what is listed on your current City wrecker application. The City of Galesburg will not call wrecker services that exceed the schedule of rates on file with the City Clerk's Office.

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

Owner's Signature: *[Signature]*Date: 1-5-2026

Inspected by (Police Officer): _____ Date: _____

Approved by (Chief of Police): _____ Date: _____

Date received by City Council: _____

Accounts Payable

Transactions by Account



26-8003

Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Office Specialists, Inc.	adobe pro licenses - township assessors	02/06/2026	53.68	
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	01/31/2026	15.00	
001-0000-10407-00	Stratus Networks, Inc	02/26 service - acct #7483	02/06/2026	514.38	
001-0000-10407-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	33.89	
001-0000-10407-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	101.42	
001-0000-10701-00	66Degrees, LLC	01/27 - Chrome License	02/06/2026	16.67	
001-0000-10701-00	Tyler Technologies, Inc	01/27 - 02/27 - service	02/06/2026	88.56	
001-0000-10801-00	Advance Auto Parts	oil filters	01/31/2026	18.08	
001-0000-10801-00	Map Automotive of Peoria	batteries	01/31/2026	287.02	
001-0000-10801-00	Napa Auto Parts	fuse holders	01/31/2026	11.96	
001-0000-10801-00	Mutual Wheel Co., Inc.	brackets, led strobe lights, amber-clear lights	01/31/2026	714.48	
001-0000-22007-00	Illinois Office of the Attorney General	01/26 sex offender registration fund 0958	02/06/2026	300.00	
001-0000-22007-00	Illinois State Police	01/26 offender registration fund	02/06/2026	330.00	
001-0000-22007-00	Treasurer of the State of Illinois	01/26 sex offender registration collections fund #527	02/06/2026	50.00	
001-0000-37900-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	-12.30	
Subtotal for Divison: 0000				2,522.84	
001-0105-54000-00	Gregory Saul	Cell Phone Allowance	01/31/2026	30.00	
001-0105-54000-00	Dwight White	Cell Phone Allowance	01/31/2026	30.00	
001-0105-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
001-0105-54000-00	Angelica Mangieri	Cell Phone Allowance	01/31/2026	30.00	
001-0105-54000-00	Heather Acerra	Cell Phone Allowance	01/31/2026	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	01/31/2026	30.00	
001-0105-54500-00	Peter Schwartzman	meals - IML Conference - Chicago IL - PSchwartzman	12/31/2025	258.00	
Subtotal for Divison: 0105				418.29	
001-0110-54000-00	Eric Hanson	Cell Phone Allowance	01/31/2026	30.00	
001-0110-54000-00	Kristin Robinson	Cell Phone Allowance	01/31/2026	30.00	
001-0110-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	28.24	

Account Number	Vendor	Description	Date	Amount	PO No
001-0110-54000-00	Cathy St George	Cell Phone Allowance	01/31/2026	30.00	
001-0110-55000-00	Galesburg Area Chamber of Commerce	2026 membership	02/06/2026	767.00	
001-0110-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	15.21	
001-0110-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	31.28	
Subtotal for Divison: 0110				931.73	
001-0115-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	35.00	
001-0115-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	45.50	
001-0115-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	61.72	
001-0115-54000-00	Ericka Gugliotta	Cell Phone Allowance	01/31/2026	30.00	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	01/31/2026	30.00	
001-0115-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	60.82	
001-0115-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	90.99	
Subtotal for Divison: 0115				354.03	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	01/31/2026	30.00	
001-0120-54000-00	Amanda Willett	Cell Phone Allowance	01/31/2026	30.00	
001-0120-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	20.57	
001-0120-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	15.21	
001-0120-61000-00	Bridgeway Training Services	01/26 birthday cards	02/06/2026	35.76	
001-0120-61000-00	Office Specialists, Inc.	planner	02/06/2026	26.33	
001-0120-61000-00	Office Specialists, Inc.	meeting notebook	02/06/2026	27.96	
001-0120-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	31.28	
Subtotal for Divison: 0120				217.11	
001-0145-51010-00	Barash & Everett, LLC	12/25 legal services - administrative hearing officer	12/31/2025	1,120.00	
001-0145-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
001-0145-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	15.21	
001-0145-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	31.28	
Subtotal for Divison: 0145				1,176.78	
001-0160-51500-00	USA Today Media Corp	notice to bidders - acct #857927	02/06/2026	186.60	
001-0160-59516-00	Jeffrey R Cervantez	01/20 - AV services	02/06/2026	120.00	
001-0160-59516-00	Jeffrey R Cervantez	01/05 - AV services	02/06/2026	120.00	
Subtotal for Divison: 0160				426.60	
001-0205-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	93.75	
001-0205-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	39.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	01/31/2026	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	01/31/2026	30.00	
001-0205-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	92.90	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	01/31/2026	30.00	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	01/31/2026	30.00	
001-0205-54000-00	Jennifer O'hern	Cell Phone Allowance	01/31/2026	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	01/31/2026	30.00	
001-0205-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	121.72	
001-0205-61000-00	Office Specialists, Inc.	copy paper	02/06/2026	244.95	
001-0205-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	106.68	
Subtotal for Divison: 0205				879.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	01/31/2026	30.00	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	01/31/2026	30.00	
001-0207-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	30.86	
001-0207-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	435.00	
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	01/31/2026	30.00	
001-0207-55800-00	66Degrees, LLC	02/26 - 12/26 - Chrome License	02/06/2026	183.33	
001-0207-55800-00	Tri-City Electric Company of Iowa	Installation of 16 Coax RG6 drops in PSB and removal of old exis	02/06/2026	4,038.00	0000093137
001-0207-61000-00	Office Specialists, Inc.	nameplates - RMartinez, JSimons	02/06/2026	67.70	
Subtotal for Divison: 0207				4,844.89	
001-0304-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	89.77	
001-0304-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	50.00	
001-0304-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	65.00	
001-0304-55700-00	Lambasio, Inc.	replaced toilets & re-mounted register to wall	02/06/2026	1,175.51	
001-0304-55700-00	Lambasio, Inc.	repaired water bottle filler	02/06/2026	406.00	
001-0304-55700-00	Royal Cleaning Services	01/26 cleaning service - Amtrak	02/06/2026	610.00	
001-0304-65000-00	Office Specialists, Inc.	paper towels	02/06/2026	32.97	
001-0304-65000-00	Office Specialists, Inc.	nitrile gloves	02/06/2026	15.32	
001-0304-65000-00	Office Specialists, Inc.	trash bags	02/06/2026	97.11	
001-0304-65000-00	Office Specialists, Inc.	cleaner	02/06/2026	83.55	
001-0304-65000-00	Office Specialists, Inc.	bathroom cleaner	02/06/2026	47.54	
Subtotal for Divison: 0304				2,672.77	
001-0305-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	2.25	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	01/31/2026	30.00	
001-0305-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	36.01	

Account Number	Vendor	Description	Date	Amount	PO No
001-0305-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	19.47	
001-0305-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	32.49	
Subtotal for Divison: 0305				120.22	
001-0306-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	1.00	
001-0306-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	87.44	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	01/31/2026	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	01/31/2026	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	01/31/2026	30.00	
001-0306-55000-00	ILLOWA	2026 membership - EHeiden, SGugliotta, Slagel, Elsbury, Speidel	02/06/2026	125.00	
001-0306-55000-00	IPOC	2026 membership - EHeiden, SGugliotta, Elsbury, Slagel, Speidel	02/06/2026	50.00	
001-0306-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	70.55	
001-0306-61000-00	Office Specialists, Inc.	paper towels	02/06/2026	16.48	
001-0306-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	107.23	
Subtotal for Divison: 0306				547.70	
001-0410-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	2.25	
001-0410-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	1.00	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	01/31/2026	30.00	
001-0410-54000-00	Megan Heisler	Cell Allowance	01/31/2026	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	01/31/2026	30.00	
001-0410-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	82.30	
001-0410-54000-00	Jamie West	Cell Phone Allowance	01/31/2026	30.00	
001-0410-54000-00	Finau Kolomalu	Cell Phone Allowance	01/31/2026	30.00	
001-0410-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	29.20	
001-0410-61000-00	Office Specialists, Inc.	paper towels	02/06/2026	16.49	
001-0410-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	48.73	
Subtotal for Divison: 0410				329.97	
001-0445-54000-00	Derek Poland	Cell Phone Allowance	01/31/2026	30.00	
001-0445-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	43.58	
001-0445-55500-00	Map Automotive of Peoria	core credits refund	12/31/2025	-72.00	
001-0445-55500-00	Liberty Tire Services LLC	recycled tires	02/06/2026	204.25	
001-0445-55500-00	Map Automotive of Peoria	battery core deposit	01/31/2026	18.00	
001-0445-55500-00	Pomp's Tire Service Inc - Galesburg	flat repairs #170	02/06/2026	270.38	
001-0445-55500-00	Heritage-Crystal Clean, LLC	service oil/fluid machine	02/06/2026	512.91	
001-0445-55500-00	Map Automotive of Peoria	battery core deposit	01/31/2026	18.00	
001-0445-55700-00	Getz Fire Equipment Co., Inc.	credit inv 1526-17	12/31/2025	-74.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0445-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	40.00	
001-0445-57500-00	Vestis	01/26 service	02/06/2026	85.68	
001-0445-57500-00	Vestis	01/26 service	02/06/2026	85.68	
001-0445-61000-00	Office Specialists, Inc.	index paper	02/06/2026	33.76	
001-0445-62500-00	Advance Auto Parts	brake pad #181	02/06/2026	53.06	
001-0445-62500-00	JRR Ford LLC	coil assembly #153	02/06/2026	133.50	
001-0445-63000-00	Napa Auto Parts	tie	02/06/2026	22.59	
001-0445-63000-00	Advance Auto Parts	spray paint	02/06/2026	167.94	
Subtotal for Division: 0445				1,573.33	
001-0450-51000-00	Julie Inc	Streets share of 2026 JULIE Assessment	02/06/2026	3,236.75	0000093213
001-0450-51500-00	USA Today Media Corp	notice to bidders - acct #857927	02/06/2026	127.58	
001-0450-54000-00	Robert Kelley	Cell Phone Allowance	01/31/2026	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	01/31/2026	30.00	
001-0450-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	38.53	
001-0450-54000-00	Dustin Steck	Cell Phone Allowance	01/31/2026	25.92	
001-0450-55500-00	Pomp's Tire Service Inc - Galesburg	flat repairs #122	02/06/2026	434.83	
001-0450-55500-00	Midstate Manufacturing, Inc.	fabricated metal plate	02/06/2026	125.00	
001-0450-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	75.00	
001-0450-62500-00	Napa Auto Parts	flange bolts #140	02/06/2026	18.49	
001-0450-62500-00	Monroe Truck Equipment	tailgate pin #113	02/06/2026	336.30	
001-0450-62500-00	Advance Auto Parts	oil filter #140	02/06/2026	122.97	
001-0450-62500-00	Advance Auto Parts	return brake pad #138	02/06/2026	-77.75	
001-0450-62500-00	Advance Auto Parts	credit on inv#618152360955	12/31/2025	42.36	
001-0450-62500-00	Blunier Implement, Inc	spring/trip edge #102	02/06/2026	1,263.94	
001-0450-65500-00	Michael Todd & Co., Inc.	snow plow wax	02/06/2026	615.72	
001-0450-65500-00	Blunier Implement, Inc	plow blades	02/06/2026	1,411.64	
Subtotal for Division: 0450				7,857.28	
001-0505-51000-00	Stephen L Woody	fire polygraph service	02/06/2026	175.00	
Subtotal for Division: 0505				175.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	226.13	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	01/31/2026	25.00	
001-0510-54000-00	Patrick Ruggles	Cell Phone Allowance	01/31/2026	11.52	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	01/31/2026	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	01/31/2026	15.36	
001-0510-54000-00	Magdalene Handzo	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	James Kubis	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	01/31/2026	30.00	
001-0510-54500-00	University of Illinois	01/04 -01/09 basic law enforcement 26-01 Bowles, Lanndon	02/06/2026	817.70	
001-0510-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	152.08	
001-0510-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	55.00	
001-0510-55800-00	Tyler Technologies, Inc	03/26 - 12/26 - service	02/06/2026	442.80	
001-0510-59300-00	UniFirst First Aid Corp	refill of first aid supplies	02/06/2026	198.81	
001-0510-62500-00	JRR Ford LLC	TPM Sensor #25	02/06/2026	125.42	
001-0510-62500-00	JRR Ford LLC	keys #409	02/06/2026	566.82	
001-0510-62500-00	JRR Ford LLC	keys #404	02/06/2026	783.03	
001-0510-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	200.72	
Subtotal for Divison: 0510				3,890.39	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	01/31/2026	15.00	
001-0550-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	154.12	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	01/31/2026	30.00	
001-0550-54000-00	Joshua Simons	Cell Phone Allowance	01/31/2026	30.00	
001-0550-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	334.56	
001-0550-58500-00	GirlDad Creative	custom retirement plaque -Sadel Gash	02/06/2026	196.00	
001-0550-61000-00	Office Specialists, Inc.	ink stamp	02/06/2026	52.86	
001-0550-61000-00	Office Specialists, Inc.	counterfeit pen detector	02/06/2026	13.57	
001-0550-61000-00	Office Specialists, Inc.	storage boxes	02/06/2026	96.24	
001-0550-61000-00	Office Specialists, Inc.	markers, copy paper	02/06/2026	167.63	
001-0550-67500-00	Midwest Uniform Supply, Inc	shirts - ESloan	02/06/2026	117.52	
001-0550-67500-00	Midwest Uniform Supply, Inc	shirts - AShipp	02/06/2026	101.52	
001-0550-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	189.62	
Subtotal for Divison: 0550				1,498.64	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	01/31/2026	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	01/31/2026	30.00	
001-0605-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	251.37	
001-0605-54000-00	Matthew Cain	Cell Phone Allowance	01/31/2026	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	01/31/2026	30.00	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	01/31/2026	30.00	
001-0605-54000-00	James Pendergast	Cell Phone Allowance	01/31/2026	30.00	
001-0605-54500-00	University of Illinois	Schmitt - ADV Fire Officer II -01/10/26	02/06/2026	1,575.00	
001-0605-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	243.28	
001-0605-55700-00	American Pest Control Inc	Fremont - 01/26 pest control	02/06/2026	55.00	
001-0605-55700-00	American Pest Control Inc	Central - 01/26 pest control	02/06/2026	55.00	
001-0605-55700-00	American Pest Control Inc	brooks - 01/26 pest control	02/06/2026	55.00	
001-0605-55700-00	Howe Overhead Doors, Inc.	Fremont - overhead door maint	02/06/2026	200.00	
001-0605-55700-00	Howe Overhead Doors, Inc.	Fremont - installed Overhead door OP head	02/06/2026	1,850.00	
001-0605-61000-00	Office Specialists, Inc.	copy paper	02/06/2026	48.99	
001-0605-61000-00	Office Specialists, Inc.	note pad	02/06/2026	15.15	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	unit 61 - rocker switch, light rocker, psi gauges	02/06/2026	360.99	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	unit 61 - psi gauge	02/06/2026	116.58	
001-0605-65000-00	Office Specialists, Inc.	trash bags	02/06/2026	108.21	
001-0605-65000-00	Office Specialists, Inc.	paper towels	02/06/2026	76.88	
001-0605-65500-00	Mobile Communications America In	pager battery	02/06/2026	25.00	
001-0605-66500-00	T & J Rescue Enterprises LLC	spreader ground stabilizer	02/06/2026	809.71	
001-0605-67500-00	Ray O'Herron Co., Inc.	name bar - TYocum	02/06/2026	23.31	
001-0605-67500-00	Ray O'Herron Co., Inc.	Morrissey - collar brass	02/06/2026	41.29	
001-0605-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	146.06	
Subtotal for Divison: 0605				<u>6,236.82</u>	
001-0630-65500-00	Galesburg Electric, Inc.	supplies for Churchill siren	02/06/2026	813.73	
Subtotal for Divison: 0630				<u>813.73</u>	
Subtotal for Fund 001				<u><u>37,487.12</u></u>	
011-0000-66000-00	Galesburg Builders Supply, Inc	Add'l 2025 Supply of PCC Class SI	12/31/2025	913.00	0000092919
011-0000-66000-00	Roanoke Concrete Products Co	2026 Supply of Flowable CLSM Mix 2	02/06/2026	356.13	0000093177
Subtotal for Divison: 0000				<u>1,269.13</u>	
Subtotal for Fund 011				<u><u>1,269.13</u></u>	
013-0000-83100-00	Project Graduation	project graduation - donation for t-shirts from tobacco grant	02/06/2026	1,500.00	
Subtotal for Divison: 0000				<u>1,500.00</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 013				<u>1,500.00</u>	
014-0000-66000-00	Roanoke Concrete Products Co	Concrete divider	02/06/2026	135.00	
Subtotal for Division: 0000				<u>135.00</u>	
Subtotal for Fund 014				<u>135.00</u>	
016-0000-10407-00	Todd Olinger	Cell Phone Allowance -Olinger	01/31/2026	15.00	
016-0000-54000-00	Allison Buccalo	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Michael Ingles	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Todd Olinger	Cell Phone Allowance	01/31/2026	15.00	
016-0000-54000-00	Bryan Anderson	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Andrew Swanson	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Jacob Taylor	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Eryn Pearson	Cell Phone Allowance	01/31/2026	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	01/31/2026	30.00	
Subtotal for Division: 0000				<u>270.00</u>	
Subtotal for Fund 016				<u>270.00</u>	
018-0000-55500-00	Midstate Manufacturing, Inc.	cylinder repair #131	02/06/2026	238.51	
018-0000-62500-00	Coe Equipment, Inc	radiator hose #131	02/06/2026	143.81	
Subtotal for Division: 0000				<u>382.32</u>	
Subtotal for Fund 018				<u>382.32</u>	
019-0000-33386-00	United Rec Council	refund of I-74 girls tournament registration minus fee	02/06/2026	153.00	
Subtotal for Division: 0000				<u>153.00</u>	
019-1905-51000-00	Amilia Technologies USA Inc.	01/26 service fee for transactions	02/06/2026	295.34	
019-1905-51000-00	Amilia Technologies USA Inc.	12/25 service fee for transactions	12/31/2025	213.89	
019-1905-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	59.10	
019-1905-54000-00	Don Miles	Cell Phone Allowance	01/31/2026	30.00	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	01/31/2026	30.00	
019-1905-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	63.26	
019-1905-55800-00	Amilia Technologies USA Inc.	01/26 service	02/06/2026	499.00	
019-1905-55800-00	Amilia Technologies USA Inc.	12/25 service	12/31/2025	499.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1905-59528-00	Galesburg Community Foundation	12/25 - 2% hotel/motel taxes	12/31/2025	19,378.11	
019-1905-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	89.51	
Subtotal for Divison: 1905				21,157.21	
019-1911-55700-00	Vestis	11/25 service	12/31/2025	9.20	
Subtotal for Divison: 1911				9.20	
019-1915-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	38.53	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	01/31/2026	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	01/31/2026	30.00	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	01/31/2026	30.00	
019-1915-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	40.00	
019-1915-57500-00	Vestis	01/26 service	02/06/2026	74.86	
019-1915-57500-00	Vestis	02/26 service	02/06/2026	74.86	
019-1915-57500-00	Vestis	01/26 service	02/06/2026	74.86	
019-1915-62500-00	Napa Auto Parts	split loom #508	02/06/2026	51.00	
019-1915-62500-00	Birkeys Farm Store, Inc	alignment kit #576	02/06/2026	89.62	
019-1915-62500-00	Birkeys Farm Store, Inc	yoke assembly #576	02/06/2026	1,053.53	
019-1915-62500-00	Birkeys Farm Store, Inc	trans fluid #518	02/06/2026	132.88	
019-1915-62500-00	Napa Auto Parts	tool box cylinder #575	02/06/2026	63.98	
019-1915-62500-00	Napa Auto Parts	split loom #575	02/06/2026	96.49	
Subtotal for Divison: 1915				1,880.61	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	01/31/2026	30.00	
019-1920-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	28.24	
019-1920-55000-00	GCSAA -Golf Course Superintenden	2026 renewal GCSAA	02/06/2026	100.00	
019-1920-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	60.83	
019-1920-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	55.00	
019-1920-57500-00	Vestis	01/26 service	02/06/2026	62.50	
019-1920-57500-00	Vestis	01/26 service	02/06/2026	62.50	
019-1920-57500-00	Vestis	02/26 service	02/06/2026	62.50	
019-1920-61000-00	Office Specialists, Inc.	copy paper, nitrile gloves	02/06/2026	19.36	
019-1920-63500-00	Advanced Turf Solutions	foliar-pak, solarous	02/06/2026	4,799.34	
019-1920-64000-00	All Star Pro Golf	scorecards, bags, sunscreen, lip balm, grip tape removal tool	02/06/2026	1,952.53	
019-1920-65500-00	MTI Distributing, Inc	seal kit, bed knives, ball joints, seal-flocked, bearings	02/06/2026	3,290.67	
019-1920-66000-00	Galesburg Builders Supply, Inc	Ca-6 Stone	02/06/2026	584.46	
019-1920-66500-00	Office Specialists, Inc.	grab tool	02/06/2026	29.46	
019-1920-67500-00	Office Specialists, Inc.	facemasks	02/06/2026	39.63	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	21.05	
		Subtotal for Divison: 1920		11,198.07	
019-1925-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
		Subtotal for Divison: 1925		10.29	
019-1935-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	41.15	
019-1935-57500-00	Vestis	01/26 service	02/06/2026	454.48	
019-1935-57500-00	Vestis	01/26 service	02/06/2026	454.48	
019-1935-57500-00	Vestis	02/26 service	02/06/2026	454.48	
		Subtotal for Divison: 1935		1,404.59	
019-1945-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	95.00	
		Subtotal for Divison: 1945		95.00	
019-1950-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
		Subtotal for Divison: 1950		10.29	
019-1955-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
019-1955-68500-00	Tri-State Water	misc chemicals	12/31/2025	88.34	
		Subtotal for Divison: 1955		98.63	
019-1960-55700-00	Getz Fire Equipment Co., Inc.	annual service fire extinguisher	02/06/2026	201.55	
		Subtotal for Divison: 1960		201.55	
019-1965-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	10.29	
019-1965-54000-00	David Vandermeer	Cell Phone Allowance	01/31/2026	30.00	
019-1965-55700-00	AMP Companies Inc	repair of ignition controls	12/31/2025	1,826.27	
019-1965-57500-00	Vestis	02/26 service	02/06/2026	47.24	
019-1965-57500-00	Vestis	01/26 service	02/06/2026	47.24	
019-1965-57500-00	Vestis	01/26 service	02/06/2026	47.24	
		Subtotal for Divison: 1965		2,008.28	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	01/31/2026	30.00	
019-1975-54000-00	Brandon Phillips	Cell Phone Allowance	01/31/2026	30.00	
019-1975-62500-00	B&B Truck and Trailer Galesburg	tubing #103	02/06/2026	37.35	
019-1975-65500-00	Galesburg Electric, Inc.	beam clamps, oct box, box covers, switches, lights, rings	02/06/2026	305.69	
		Subtotal for Divison: 1975		403.04	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 019				<u>38,629.76</u>	
020-0000-51500-00	USA Today Media Corp	notice to bidders - acct #857927	02/06/2026	159.36	
Subtotal for Division: 0000				<u>159.36</u>	
Subtotal for Fund 020				<u>159.36</u>	
023-0000-83100-00	M.K. Groom Construction, Inc.	installed & finished stairway - 987 Mulberry St	02/06/2026	4,731.00	
023-0000-83100-00	Maska Heating and Cooling, LLC	installation of furnace - 828 Florence	02/06/2026	4,750.00	
023-0000-83100-00	Bailey Excavating, Inc	underfloor drain replacement & pump installation - 352 Clark St	02/06/2026	4,892.50	
Subtotal for Division: 0000				<u>14,373.50</u>	
Subtotal for Fund 023				<u>14,373.50</u>	
024-0000-83100-00	Galesburg Museums, Inc	discovery depot grant - payment 2	02/06/2026	8,333.33	
Subtotal for Division: 0000				<u>8,333.33</u>	
Subtotal for Fund 024				<u>8,333.33</u>	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	01/26 radio ads	01/31/2026	200.00	
030-0320-54000-00	Dedra Mannon	Cell Phone Allowance	01/31/2026	30.00	
030-0320-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	35.91	
030-0320-55500-00	B&B Truck and Trailer Galesburg	dot inspection #2503	01/31/2026	57.00	
030-0320-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	30.43	
030-0320-61000-00	Office Specialists, Inc.	correction tape	01/31/2026	16.09	
030-0320-61000-00	Office Specialists, Inc.	note cards, tape, envelopes	01/31/2026	116.11	
030-0320-62500-00	Napa Auto Parts	miniature bulbs	01/31/2026	4.98	
030-0320-62510-00	Herr Petroleum Corp	317.6 gal unleaded ethanol	01/31/2026	744.72	0000093163
030-0320-62510-00	Herr Petroleum Corp	341.5 gal unleaded ethanol	01/31/2026	800.77	0000093163
030-0320-62510-00	Herr Petroleum Corp	202.2 gal unleaded ethanol	01/31/2026	479.58	0000093163
030-0320-62510-00	Herr Petroleum Corp	440.3 gal unleaded ethanol	01/31/2026	1,044.32	0000093163
030-0320-63000-00	Imperial Supplies, LLC	fuses, springs, cabs, inserts	01/31/2026	1,567.30	
030-0320-67500-00	Office Specialists, Inc.	nitrile gloves	01/31/2026	19.92	
030-0320-67500-00	Office Specialists, Inc.	nitrile gloves	01/31/2026	19.92	
030-0320-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	29.27	
Subtotal for Division: 0320				<u>5,196.32</u>	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	01/26 radio ads	01/31/2026	200.00	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	87.15	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	01/31/2026	30.00	
030-0370-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	30.42	
030-0370-55500-00	B&B Truck and Trailer Galesburg	dot inspection #1702	01/31/2026	57.00	
030-0370-55700-00	American Pest Control Inc	01/26 pest service	01/31/2026	65.00	
030-0370-57500-00	Cintas, Inc	01/26 service	01/31/2026	180.58	
030-0370-57500-00	Cintas, Inc	01/26 service	01/31/2026	325.71	
030-0370-61000-00	Office Specialists, Inc.	ink cartridges	01/31/2026	71.53	
030-0370-62500-00	B&B Truck and Trailer Galesburg	air brake line union	01/31/2026	47.36	
030-0370-62500-00	Napa Auto Parts	batteries & core deposit	01/31/2026	382.58	
030-0370-62500-00	Napa Auto Parts	drain valve	01/31/2026	7.79	
030-0370-62500-00	Napa Auto Parts	oil filter	01/31/2026	29.59	
030-0370-62500-00	Eastern Iowa Tire	tires	01/31/2026	808.00	
030-0370-62500-00	Gillig	fittings	01/31/2026	3.18	
030-0370-62510-00	Herr Petroleum Corp	673.7 gal diesel #2, 168.4 gal diesel #1, winter additive	01/31/2026	2,735.50	0000093163
030-0370-63000-00	Napa Auto Parts	beam, hbrd	01/31/2026	40.78	
030-0370-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	29.28	
Subtotal for Division: 0370				5,131.45	
Subtotal for Fund 030				10,327.77	
054-0000-51000-00	Klingner & Associates, P.C. - Archit	Construction Admin Hawthorne Pool Renovation, Phase 2	12/31/2025	3,122.00	0000092549
Subtotal for Division: 0000				3,122.00	
Subtotal for Fund 054				3,122.00	
058-0000-51000-00	Great Eastern Mgmt., Inc.	Traditional Bank	12/31/2025	240.00	
Subtotal for Division: 0000				240.00	
Subtotal for Fund 058				240.00	
061-0000-20101-00	WENDI HUGHS BENSON	Refund Check 047272-001, 968 E GROVE ST	01/29/2026	98.29	
061-0000-20101-00	LOCKWOOD EXCAVATING & CC	Refund Check 064914-000, 945 MONMOUTH BLVD	01/29/2026	117.50	
061-0000-20101-00	LAURA RAFFERTY	Refund Check 055073-001, 2531 GRAND AVE	01/29/2026	106.85	
061-0000-20101-00	MASA SUSHI HIBACHI INC	Refund Check 066672-000, 58 S CHERRY ST	02/04/2026	4.37	
061-0000-20101-00	COURTNEY KNUTH-GALVIN	Refund Check 052455-001, 71 PARK LANE DR	01/30/2026	64.87	
061-0000-20101-00	PEGGY HENDERSON	Refund Check 015165-002, 385 BEDI AVE	02/04/2026	66.23	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	SARAH GUSTAFSON	Refund Check 057606-001, 1064 MONROE ST	02/04/2026	114.69	
061-0000-20101-00	JEANETTE BRICKER	Refund Check 058650-000, 864 W GROVE ST	01/29/2026	59.33	
061-0000-20101-00	SUZI'S	Refund Check 052336-000, 1532 N HENDERSON ST	02/04/2026	69.72	
061-0000-20101-00	JAMES TURLEY	Refund Check 024574-000, 78 COUNTRY ELMS EST	02/04/2026	25.58	
061-0000-20101-00	ROGER STOCKMAN	Refund Check 005248-004, 146 W LOSEY ST	01/29/2026	18.14	
061-0000-20101-00	RUHL & RUHL REALTORS	Refund Check 058835-008, 1700 ROBIN CT	02/04/2026	95.28	
061-0000-20101-00	ADAM TAYLOR	Refund Check 068956-000, 1089 HAWKINSON AVE 1	01/30/2026	132.28	
061-0000-20101-00	WENDI HUGHS BENSON	Refund Check 047272-001, 968 E GROVE ST	01/29/2026	5.48	
061-0000-20101-00	MATTHEW HAWKINSON	Refund Check 069342-000, 1945 US HWY 150 N 004	02/06/2026	140.87	
061-0000-20101-00	MEGAN ROUSE	Refund Check 063448-000, 2185 DANIEL DR NORTH	01/29/2026	1.38	
061-0000-51000-00	Julie Inc	Water's share of 2026 JULIE Assessment	02/06/2026	3,236.75	0000093213
061-0000-51000-00	Pace Analytical Services LLC	water testing	02/06/2026	480.00	
061-0000-51000-00	Pace Analytical Services LLC	water testing	02/06/2026	375.00	
061-0000-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	167.00	
061-0000-51000-00	US Sterling Capital Corp., Inc.	Security State Bank	12/31/2025	240.00	
061-0000-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	979.31	
061-0000-54000-00	Roger Mettler	Cell Phone Allowance	01/31/2026	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	01/31/2026	30.00	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	01/31/2026	30.00	
061-0000-54000-00	Francis Rutledge	Cell Phone Allowance	01/31/2026	30.00	
061-0000-54000-00	Stratus Networks, Inc	02/26 Service Acct# 7382	02/06/2026	128.50	
061-0000-54000-00	Scott Seiberlich	Cell Phone Allowance	01/31/2026	30.00	
061-0000-54000-00	Justin McDonald	Cell Phone Allowance	01/31/2026	30.00	
061-0000-55500-00	Foremost Industrial Technologies	vibration check of motor	02/06/2026	562.50	
061-0000-55500-00	Altorfer Inc.	2025 OCTOBER - MAINTENANCE ON FOUR GENERATORS	12/31/2025	1,309.00	0000092471
061-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	163.03	
061-0000-55700-00	Howe Overhead Doors, Inc.	serviced commercial door & operator, replaced cables, photocell	02/06/2026	736.75	
061-0000-55700-00	American Pest Control Inc	01/26 pest control	02/06/2026	40.00	
061-0000-59300-00	UniFirst First Aid Corp	refill of first aid supplies	02/06/2026	308.73	
061-0000-61000-00	Office Specialists, Inc.	toners	12/31/2025	868.46	
061-0000-61000-00	Office Specialists, Inc.	stapler	02/06/2026	56.34	
061-0000-61500-00	USA Bluebook, Inc.	Chlorine Analyzer tool	02/06/2026	4,998.70	
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	12/31/2025	254.38	0000092901
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE (CL SI) - DELIVERED	02/06/2026	330.50	0000093168
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE (CL SI) - DELIVERED	12/31/2025	236.63	0000092901
061-0000-66000-00	Core & Main	stems, wedges, bottom sections, screw tops	02/06/2026	947.27	
061-0000-66000-00	Core & Main	couplings	02/06/2026	842.76	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-66000-00	Galesburg Builders Supply, Inc	premier cold mix	02/06/2026	486.20	
061-0000-66000-00	Core & Main	return of lid removal tool	12/31/2025	-128.32	
061-0000-66000-00	Core & Main	lid removal tool	12/31/2025	128.32	
061-0000-66000-00	Core & Main	hydrant gate valves	12/31/2025	920.00	
061-0000-66000-00	Core & Main	hydrant, valve boxes	02/06/2026	4,200.00	
061-0000-66000-00	Core & Main	couplings	02/06/2026	941.50	
061-0000-66000-00	Core & Main	pipes	02/06/2026	544.60	
061-0000-66000-00	Core & Main	refund of hydrant gate valves	12/31/2025	-880.00	
061-0000-66000-00	Core & Main	meter nuts	02/06/2026	377.76	
061-0000-66000-00	Core & Main	ball curb stops, pack joints	02/06/2026	1,541.62	
061-0000-66000-00	Core & Main	hydrant	02/06/2026	4,044.50	
061-0000-66000-00	Core & Main	hydrant	02/06/2026	3,890.00	
061-0000-66000-00	Core & Main	valve boxes, pent B&N below ground	02/06/2026	444.54	
061-0000-66000-00	Core & Main	poly tube	02/06/2026	150.00	
061-0000-66000-00	USA Bluebook, Inc.	hose swivels, hose adapters	02/06/2026	67.03	
061-0000-66500-00	Scott Equipment, LLC	concrete cutter	02/06/2026	2,659.99	
061-0000-68500-00	Hawkins, Inc	2026 Phosphate Inibitor as per bid. Will order as needed	02/06/2026	32,155.20	0000093206
061-0000-68500-00	USA Bluebook, Inc.	misc chemicals	02/06/2026	190.52	
061-0000-68500-00	Hawkins, Inc	2026 Phosphate Inibitor as per bid. Will order as needed	02/06/2026	267.96	0000093206
061-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	124.64	
Subtotal for Division: 0000				70,688.53	
Subtotal for Fund 061				70,688.53	
067-0000-20101-00	WENDI HUGHS BENSON	Refund Check 047272-001, 968 E GROVE ST	01/29/2026	8.26	
067-0000-51000-00	SpringbrookSoftware LLC	12/25 civicpay transaction pay	12/31/2025	83.50	
067-0000-51000-00	SpringbrookSoftware LLC	01/26 CivicPay transaction fee	02/06/2026	483.74	
067-0000-51500-00	USA Today Media Corp	notice to bidders - acct #857927	02/06/2026	95.80	
067-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	19.48	
067-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	16.63	
Subtotal for Division: 0000				707.41	
Subtotal for Fund 067				707.41	
078-0000-51000-00	Syntrio Inc	2026 service	02/06/2026	683.25	
078-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	15.22	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/21/26 - pat acct #ADC-0005666	02/06/2026	232.88	

Account Number	Vendor	Description	Date	Amount	PO No
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/09/26 - pat acct #ADC-0004526	02/06/2026	232.38	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/02/26 - pat acct #ADC-0003796	02/06/2026	176.19	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/12/26 - pat acct #ADC-0004684	02/06/2026	232.38	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/23/26 - pat acct #ADC-0006134	02/06/2026	238.86	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/16/26 - pat acct #ADC-0005333	02/06/2026	232.43	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/13/26 - pat acct #ADC-0004996	02/06/2026	231.43	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/23/26 - pat acct #ADC-0006135	02/06/2026	233.86	
078-0000-56535-00	Advanced Rehab & Sports Medicine	workers comp - dos 01/16/26 - pat acct #ADC-0005273	02/06/2026	233.86	
078-0000-56535-00	OSF Saint Francis	workers comp - dos 08/08/25- 08/11/25 - pat cntl #14469580200	12/31/2025	67,729.12	
078-0000-56535-00	James M Kelly, Attorney	12/25 legal services	12/31/2025	66.00	
078-0000-56535-00	OSF Medical Group, Inc.	workers comp - dos 09/12/25 - Pat acct #P652196561	12/31/2025	159.55	
078-0000-56535-00	James M Kelly, Attorney	12/25 legal services	12/31/2025	313.50	
078-0000-56535-00	Proctor Hospital	workers comp - dos 06/02/25 - pat cntl #A007049473	12/31/2025	6,879.02	
078-0000-56535-00	James M Kelly, Attorney	11/25 legal services	12/31/2025	544.50	
078-0000-56535-00	James M Kelly, Attorney	12/25 legal services	12/31/2025	82.50	
078-0000-56535-00	James M Kelly, Attorney	12/25 legal services	12/31/2025	66.00	
078-0000-56535-00	OSF St Mary Medical Center	workers comp - dos 05/30/25 - pat cntl #14102180100	12/31/2025	188.54	
078-0000-56535-00	Midwest Orthopaedic Center	workers comp - dos 01/08/26 - pat acct #493856	02/06/2026	111.04	
078-0000-56535-00	OSF Medical Group, Inc.	workers comp - dos 11/09/24 - Pat acct #P603958280	12/31/2025	135.26	
078-0000-56535-00	James M Kelly, Attorney	12/25 legal services	12/31/2025	214.50	
078-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	02/06/2026	31.28	
Subtotal for Division: 0000				<u>79,263.55</u>	
Subtotal for Fund 078				<u><u>79,263.55</u></u>	
091-0000-20102-00	Galesburg Sanitary Dist.	02/26 sanitary district fees - 01/26 credit card processing fees	02/06/2026	-4,248.02	
091-0000-20102-00	Galesburg Sanitary Dist.	02/26 sanitary district fees - less 3% collection fee	02/06/2026	-20,073.95	
091-0000-22003-00	Galesburg Sanitary Dist.	02/26 sanitary district fees	02/06/2026	669,131.56	
Subtotal for Division: 0000				<u>644,809.59</u>	
Subtotal for Fund 091				<u><u>644,809.59</u></u>	
Report Total:				<u><u><u>911,698.37</u></u></u>	

Advance Checks and ACH Payments as of 2/6/2026

Check Date	Check #	Vendor Name	Description	Account #	Amount
1/29/2026	0	Direct Energy Business	12/25 service - acct #1872602	061-0000-52000	34,286.09
1/29/2026	102246	ILLOWA	01/22 ILLOWA Training 2 attended	001-0306-54500	40.00
1/29/2026	0	James Hartshorn	01/28/26 - officiated vball - 5 games	019-1940-51400	200.00
1/29/2026	102245	Kohyn Baughman	roundtrip mileage to Peoria 2/6/26 for IME 98 miles .725/mile	078-0000-56535	71.05
1/29/2026	102247	Mandarich Law Group, LLP	garnishment case #2024SC303	001-0000-20102	553.64
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0306-55800	7,743.08
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	061-0000-55800	10,940.60
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0445-55800	12,653.20
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0510-55800	2,534.12
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0120-55800	8,074.67
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0115-55800	2,534.12
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	001-0205-55800	43,814.44
1/29/2026	0	SpringbrookSoftware LLC	2026 Annual Springbrook Maintenance	067-0000-55800	4,688.50
1/29/2026	0	Western Illinois Regional Council - CAA	CNickas pledge deposit & turn on fee returned no account started	061-0000-10490	190.00
1/30/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00
1/30/2026	0	Quilt	12/31/25 golf credit card fees	019-1920-51000	3.76
1/30/2026	0	UMR	employee health insurance claims	074-0000-56503	200.70
2/5/2026	0	Bluefin Payment Systems	01/26 Paypad processing fees	061-0000-51000	1,311.49
2/5/2026	0	Bluefin Payment Systems	01/26 Paypad processing fees	001-0410-51000	0.74
2/5/2026	0	Bluefin Payment Systems	01/26 Paypad processing fees	001-0306-51000	0.74
2/5/2026	0	Bluefin Payment Systems	01/26 UB Webpayment credit card processing fee	067-0000-51000	2,682.29
2/5/2026	0	Bluefin Payment Systems	01/26 Paypad processing fees	067-0000-51000	655.76
2/5/2026	0	Bluefin Payment Systems	01/26 Paypad processing fees	001-0115-51000	90.34
2/5/2026	0	Bluefin Payment Systems	01/26 UB Webpayment credit card processing fee	061-0000-51000	5,364.57
2/5/2026	0	Cardconnect	01/26 Card Connect Credit card fees	019-1960-51000	25.62
2/5/2026	0	Cardconnect	01/26 Card Connect Credit card fees	019-1905-51000	492.20
2/5/2026	0	Cardconnect	01/26 Card Connect Credit card fees	019-1920-51000	15.06
2/5/2026	0	Cardconnect	01/26 Card Connect Credit card fees	019-1935-51000	56.00
2/5/2026	0	Cardconnect	01/26 Card Connect Credit card fees	019-1955-51000	94.73
2/5/2026	0	Engagedly Inc	Annual Engagedly Suite Renewal	001-0120-55800	10,200.00
2/5/2026	0	Farmers & Mechanics Bank	01/26 F&M Bank Trust Fees	019-1905-51000	137.41
2/5/2026	0	Galesburg Museums, Inc	discovery depot grant payment 1	024-0000-83100	8,333.37
2/5/2026	102314	Knox County Records Office	recording fee	001-0160-51000	63.00
2/5/2026	0	Linwood Cemetery Trust Eastern	2025 - 40% of cemetery/scattering garden sales	089-0000-10190	10,760.00
2/5/2026	0	Mike Hines	02/04 - officiated vball - 5 games	019-1940-51400	200.00
2/5/2026	0	Oneida Network Services, Inc	02/26 internet - account #1101994 Kerzi	001-0207-54000	107.66
2/5/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00
2/5/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00

Check Date	Check #	Vendor Name	Description	Account #	Amount
2/5/2026	102316	Secretary of State	municipal plate fee	001-0510-51000	8.00
2/5/2026	102318	Secretary of State	reclassification fee for vehicle registration	001-0510-51000	29.00
2/5/2026	102320	Secretary of State	reclassification fee for vehicle registration	001-0510-51000	29.00
2/5/2026	102315	Secretary of State	municipal plate fee	001-0510-51000	8.00
2/5/2026	102317	Secretary of State	municipal plate fee	001-0510-51000	8.00
2/5/2026	102319	Secretary of State	reclassification fee for vehicle registration	001-0510-51000	29.00
2/5/2026	0	Tee Jay Central, Inc.	replaced interior door sensor	019-1911-55700	69.60
2/5/2026	102321	Terra Engineering, Ltd.	Engineering for E Main Street Improvement Project	013-0000-78010	40,921.85
2/5/2026	0	UMR	employee health insurance claims	074-0000-56503	41,087.45
2/5/2026	0	UMR	retiree dental/vision premium	073-0000-56507	2,747.49
2/5/2026	0	UMR	retiree stop loss	073-0000-56502	9,216.30
2/5/2026	0	UMR	employee prescription claims	074-0000-56505	57,019.15
2/5/2026	0	UMR	retiree health insurance claims	073-0000-56503	2,978.75
2/5/2026	0	UMR	employee dental/vision premium	074-0000-56507	20,160.01
2/5/2026	0	UMR	employee stop loss	074-0000-56502	54,737.40
2/6/2026	0	Andrew Nelson	Non Safety Toe Boots	001-0605-67500-00	135.96
2/6/2026	0	Haley Stevenson	Non Safety Toe Boots	001-0605-67500-00	59.99
2/6/2026	0	Kyle Harms	Non Safety Toe Boots	001-0605-67500-00	36.99
2/6/2026	0	Matthew Lewis	Non Safety Toe Boots	001-0605-67500-00	190.00
2/6/2026	0	Nick Morrissey	Non Safety Toe Boots	001-0605-67500-00	145.00
				Grand Total	400,235.89



26-1002

City Council Meeting Agenda Item Overview February 16, 2026

AGENDA ITEM: Amendment to Section 113.043 (A) of Chapter 113 of the Galesburg Municipal Code regarding the limitation on the number of Class A-1 liquor licenses.

SUMMARY RECOMMENDATION: The Liquor Commissioner, City Manager, and City Clerk recommend approval of the ordinance.

BACKGROUND: Craft on Seminary Street ceased operation in December and therefore this ordinance would remove one license from the City's inventory. Interested parties can make an application to the Liquor Commissioner and City Council to approve a Class A-1 license in the future.

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 113.043(A) OF THE GALESBURG CITY CODE REGARDING
THE NUMBER OF CLASS A-1 LIQUOR LICENSES**

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

WHEREAS, the City has adopted certain liquor license regulations designed to protect the health, safety and welfare, which are codified in Chapter 113 of the Galesburg City Code; and

WHEREAS, Section 4-1 of the Illinois Liquor Control Act, 235 ILCS 5/4-1, empowers the Mayor and City Council to establish conditions, regulations and restrictions upon the issuance of local liquor licenses not inconsistent with law as the public good and convenience may require; and

WHEREAS, the Mayor and City Council desire to update and revise the City Code to reflect a change in the number of Class A-1 liquor licenses made available.

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

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

SECTION TWO: Section 113.043(A) of the Galesburg City Code is amended in its entirety, and shall hereafter read as follows:

(A) No more than ~~27~~ 26 Class A-1 licenses shall be issued and no more than five Class A-2 licenses shall be issued.

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

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

Approved this _____ day of _____ 2026, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

ATTEST:

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk



26-3004

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Purchase enterprise scheduling and time entry software.

SUMMARY RECOMMENDATION: The City Manager, Director of IT and Purchasing Agent recommend the purchase of enterprise scheduling and time entry software from TCP Software in the amount of \$269,133.57 over a seven-year term.

BACKGROUND: The city currently utilizes several methods for scheduling and time entry based on the specific needs of each department. To improve data accuracy and streamline reporting requirements, a request was made to purchase software to handle both the scheduling and time entry for the entire city workforce.

City IT staff were tasked to research various software companies to best fit the unique needs of a municipality. Specific requirements were broken down into four main areas of the city: Police, Fire, Parks and Recreation and all other departments. Additionally, the software must be vendor hosted/cloud based, seamlessly integrate with the payroll module in Springbrook Software, handle the complex public safety schedules to account for different shift structures and Kelly Days, have mobile access – preferably an app, and flexible clock-in options. During their research, IT staff requested software demonstrations from TCP Software, UKG and Vector Solutions.

Using the information gathered during the initial software research, specifications were developed and the proposal document was advertised in the Register Mail, posted to the city website, and provided to known scheduling and time entry software companies. The city received seven proposals in response to the request. City staff reviewed and scored each proposal according to the specifications listed in the RFP.

The proposal selection was narrowed down to two vendors: TCP Software and UKG. While both proposals were extremely thorough, UKG's proposal only included a web-based mobile interface-not a mobile app, and their pricing was almost double that of TCP Software. IT staff were more impressed with TCP Software's interface during the demonstrations. Furthermore, TCP Software's proposal met all specifications in the RFP, waived the implementation fee on the seven-year term and proposed a tentative 20 - 24 week project and implementation schedule.

TCP Software's pricing includes hardware, software, support and licensing for a seven-year term. The initial cost is \$49,829.83 with \$32,633.01 due the second year with a 5% annual increase for the five subsequent years. Total cost for the TCP Software will be \$269,133.57 over the seven-year contract.

BUDGET IMPACT: There are sufficient funds in the General Fund, Parks and Recreation Fund, Public Transportation Fund and Water Fund for this purchase.

SUPPORTING DOCUMENTS: None

TRAFFIC ADVISORY COMMITTEE

FEBRUARY 2026 REPORT

MISSION: To provide technical recommendations for policy decisions by the City Council in order to create safe, efficient, serviceable streets for residents, visitors, and public safety operation

26-01> Request to install speed limits signs coming into Park View Road and Dayton Drive.
(Ward 7, Ald. Cheesman)

- A request was made by a resident to address speeding concerns on Park View Rd and Dayton Dr by installing speed limits signs at the neighborhood entrances.
- Currently, there are no speed limit signs on Park View Rd or Dayton Dr.
- The speed limit on both Park View Rd and Dayton Dr is 30 mph.
- Speed data was collected between 1/21/26 and 1/24/26 (before the snow accumulation). The data showed an 85th percentile speed of 32 mph.
- Approximately 45 of the 385 vehicles counted (11.7%) were traveling in excess of 30 mph.
- The Committee recommended installing speed limit signs at the entrances of Park View Road and Dayton Drive due to the absence of signage along the entirety of the streets.

Recommendation: Install speed limit signs at the entrances of Park View Road and Dayton Drive.

26-02> Request to prohibit parking on the west side of S Farnham Street from 862 S Farnham Street to the intersection of Clay St. (Ward 3, Ald. Reynolds)

- A request was made by a resident to prohibit parking on the west side of S Farnham St between 862 S Farnham St and the intersection of Clay St.
- The resident stated that with cars parked along the west side of S Farnham St, he is unable to see oncoming traffic when turning from Clay St.
- The width of S Farnham St is approximately 40 feet.
- The City bus route runs southbound along S Farnham St through this section.
- Parking is currently allowable on both sides of the street at this location.
- School property is approximately 200 feet from this area.
- In Traffic Appendix V, parking is prohibited on the west side of Farnham Street, 102 feet north of the northerly line of the crosswalk in front of King School, to 70 feet north
- In Traffic Appendix X, parking is prohibited from:
 - 8am to 4:30pm school days on South Farnham Street, both sides, 50 ft. N. of railroad tracks to 20 ft. south of Clay St
 - 7am to 4pm school days on South Farnham Street, both sides, 50 ft. N. of railroad tracks to 20 ft. south of Clay St
 - 6pm to 6am on South Farnham Street, both sides, 50 ft. N. of railroad tracks to 20

ft. south of Clay St.

- As per Traffic Appendix Q, parking is prohibited within 20 feet of the nearest edge of a cross-street at an intersection, when there is no crosswalk.
- Per Ordinance, no person shall park a vehicle within five feet of the edge of the sides of a public or private driveway.
- The Committee recommended installing “No Parking” signage to reinforce current Ordinances that prohibit parking at intersections and driveways.

Recommendation: Install a “No Parking Here to Corner” sign on the west side of S Farnham St, 5 feet north of the driveway for 862 S Farnham St.

26-03> Request to add a handicap motorcycle spot along E Main Street in front of the Bondi Building. (Ward 5, Ald. Acerra)

- A request was made to add handicap motorcycle spots in front of the Bondi Building at 311 E Main St, or alternatively in Public Parking Lot A.
- The American with Disabilities Act (ADA) Standards do not specify handicapped motorcycle parking. It would be required to be a standard 9-foot by 18-foot accessible parking space.
- In front of the Bondi Building, there is approximately a 43-foot loading zone, 2 handicapped parking spaces, and approximately 62 feet of standard parking along this block.
- The loading zone in front of the Bondi Building was established in 2013 when Bickerdyke overpass was constructed, which affected an existing loading zone on Kellogg Street.
- The property owner stated that the existing loading zone is essential for deliveries and tenants, and its elimination would be a significant problem.
- Public Parking Lot A currently has 9 handicapped parking spaces, which exceeds the ADA requirement of 6.
- The Committee recommended there should be no change.

Recommendation: No change.

26-04> Request to lower the speed limit to 25 mph on South, North, and West Lake Storey Road. (Ward 7, Ald. Cheesman)

- A request was made to reduce the speed limit to 25 mph on S Lake Storey Rd from Allison Lake Storey Campground to W Lake Storey Rd.
 - A separate request was made by Alderman Cheesman to reduce the speed limit to 25 mph for all of South, North, and West Lake Storey Roads. Also, if passing is allowed on any portion of the Lake Storey Roads, it has been requested it be changed to no-passing zones.
 - South, North, and West Lake Storey Roads are entirely designated as no-passing zones. Do Not Pass signage is located when you turn onto N Lake Storey Rd & S Lake Storey Rd
-

from N Henderson Street.

Information from Previous TAC Meeting:

- This is a County Highway and the speed limits are determined by Knox County. The roadway is within the City Limits, so we set our City ordinances to match what the County sets the speed limit to ensure uniform enforcement.
- There was an Ordinance approved by City Council in November of 1996 revising the speed limit to below for S Lake Storey Rd:
 - The speed limit from the intersection of S Lake Storey Rd and N Henderson St 2,700 feet west is 45 mph.
 - From the point 2,700 feet west of the intersection of N Henderson and S Lake Storey to the western corporate limits is 35 mph.
- Speed data was collected along S Lake Storey Road in between Woodblock Road and Buckingham Road for the following dates: 12/29/25 to 1/5/25. The data showed that the 85th percentile speed is 48 mph.
- Approximately 982 of the 3,216 vehicles counted (30.5%) were traveling in excess of 45 mph.

New Information on S Lake Storey Rd:

- Based on crash records assessment of S Lake Storey Rd from 2020-2025, there are multiple crashes within the curves west of Cottonwood Lane and at the intersection of N Henderson Street.
- The smallest radius on S Lake Storey Rd is approximately 350'.
- Speed data was collected along S Lake Storey Road in between Log City Trail and Lakeside Ct for the following dates: 1/28/26 to 2/4/26. The data showed that the 85th percentile speed is 45 mph.
- Approximately 646 of the 6,054 vehicles counted (10.7%) were traveling in excess of 45 mph.
- Approximately 4,979 of the 6,054 vehicles counted (82.2%) were traveling in excess of 35 mph.
- Based on IDOT's Bureau of Local Roads and Streets (BLRS) Manual:
 - Rural collectors design speed should not be less than 30 mph.
 - The maximum allowable design speed for a 350-foot radius on a rural road is 35 mph.
 - The 85th-percentile speed is the speed below which 85% of vehicles travel on a given facility. The most common application of the value is its use as one of the factors for determining the posted, legal speed limit of a roadway section.
- Guardrail will be installed with new shared-use path along the curves.

N & W Lake Storey Rd:

- The speed limit along N Lake Storey Rd is 45 mph. An advisory speed limit sign is before the deep curve along N Lake Storey Road of 30 mph. There is no advisory speed limit sign on W Lake Storey Rd.
 - Based on crash records assessment of N Lake Storey Rd, there have been 5 crashes on N and W Lake Storey Rd within the past 5 years.
 - Two crashes being in the deep curve, with both vehicles travelling westbound coming
-

from N Lake Storey Rd. Looking at the crash reports, one crash was due to a worn roadway and their brakes not working properly, and the other one was due to a motorcyclist traveling at 40 mph around the curve.

- The radius of that curve is approximately 300 feet.
- Based on IDOT's Bureau of Local Roads and Streets (BLRS) Manual:
 - Rural collectors design speed should not be less than 30 mph.
 - The maximum allowable design speed for a 300-foot radius on a rural road is 30 mph, which is shown on the advisory speed limit sign before the curve.
- Based on IDOT's BLRS Manual, 25 mph is not warranted for these roads. The Committee recommended implementing 25 mph advisory speed limits for all curved sections contingent upon Knox County approval.

Recommendation: Implement 25 mph advisory speed limit for all curved sections along South, West, and North Lake Storey Roads, contingent upon Knox County approval. TAC previously recommended reducing the speed limit along S Lake Storey Rd at the Allison Lake Storey Campground from 45 mph to 35 mph. The County Engineer has agreed to take to the County Board that speed limit reduction.



26-4017

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Approve maintenance contract with the Galesburg Downtown Council for services performed outside of the Downtown Special Service Area.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend approval of a separate maintenance agreement with the Galesburg Downtown Council (GDC) for the provision of defined maintenance services in targeted areas located outside the boundaries of Downtown Special Service Area.

BACKGROUND: For several decades, the City has partnered with the Galesburg Downtown Council to support the cleanliness, appearance, and functionality of public spaces within the Downtown Special Service Area through a maintenance agreement largely funded by a special service area tax levy and city funds. As a result of that partnership, the GDC has developed staff capacity, equipment, and operational expertise related to streetscape maintenance, landscaping, litter control, and seasonal services.

In recent years, the city has identified a need for consistent, supplemental maintenance services in certain areas immediately adjacent to or otherwise outside the Downtown Special Service Area. These areas experience high pedestrian activity, host community events, or serve as key gateways into downtown. Because SSA funds may only be expended within the legally established boundaries of the Special Service Area, maintenance activities performed outside those boundaries must be supported by a separate contractual arrangement. Entering into a standalone agreement also allows the city to clearly define service areas, performance expectations, and compensation without impacting the SSA budget or tax levy. The annual fee for the additional maintenance will be \$15,000.

BUDGET IMPACT: The annual payment will be funded through the Economic Development Fund.

SUPPORTING DOCUMENTS:

1. GDC Maintenance Contract for Extended Area
2. Aerial of Extended Area

MAINTENANCE CONTRACT for Extended Area

THIS CONTRACT made this _____ day of _____ 20____, between the City of Galesburg, Illinois, a municipal Corporation, (hereinafter referred to as “City”) and the Galesburg Downtown Council, a not-for-profit Illinois Corporation, (hereinafter referred to as “GDC”).

WITNESSETH:

WHEREAS, the City is an Illinois municipal corporation possessing home rule powers under Section 6 of Article VII of the Illinois Constitution; and

WHEREAS, GDC and City find that a Maintenance Contract for an area adjacent to, but outside, the boundaries of the Special Service Area will be in the best interests of the City and the health, safety and welfare of the residents.

For and in consideration of the covenants and agreements hereinafter given and exchanged, and by each party to be performed, said parties agree hereto as follows:

A. INTRODUCTION.

1. “GDC” means the Galesburg Downtown Council, a not-for-profit Illinois Corporation established in 1973 for the purposes of preserving and enhancing the economic viability and aesthetic quality of downtown Galesburg.
2. “City” means the City of Galesburg, Illinois, a municipal Corporation.

B. STIPULATIONS

1. The City is the owner of all public fixtures, and improvements that are located or placed on the street right-of-way by the City or the GDC.
2. Nothing will be installed by the GDC on the street right-of-way or on City property in the SSA without the City's approval, which will not be unreasonably withheld.
3. All services and maintenance provided by the GDC shall comply with all local, state and federal laws.

C. GENERAL SERVICES TO PROVIDE MAINTENANCE.

GDC agrees to provide the labor and materials necessary to perform services and maintenance functions for the extended maintenance area shown in Exhibit “A”, hereafter referred to as the “Extended Maintenance Area” including but not limited to:

1. Removal of yard waste which will be separated from the refuse and placed in a separate dumpster.

2. Weekly and as needed refuse removal from City owned trash containers in public areas.
3. Maintaining all public sidewalks and right-of-way in a clean and debris free condition, which shall include removal of weeds and loose trash.
4. No trees or trees stumps are included in this agreement.
5. No snow removal is included in this agreement.

D. ANNUAL FEE(S) FOR SERVICES RENDERED.

In exchange for the performance by GDC of the aforesaid services, City agrees to pay GDC the sum of Fifteen Thousand Dollars (\$15,000.00), payable in full upon invoicing.

E. TERMINATION OF CONTRACT.

This contract shall remain in full force and effect until such time as it is terminated. The contract may be terminated by either party hereto upon three (3) months advance written notice to the other party. In the event of termination, any payments due GDC shall be pro-rated based upon the date of termination.

F. HOLD HARMLESS.

City agrees to defend and hold harmless GDC from any claim, concerning an occurrence after the date of this agreement, alleging that the GDC was negligent in maintaining the City's property, equipment and sidewalks in the Extended Maintenance Area.

G. MISCELLANEOUS.

It is agreed by the parties hereto:

1. That the time of performance and payment is of the essence of this contract; and that all covenants and agreements contained herein shall bind and inure to the benefit of each party and its successors, legal representatives and assigns.
2. That neither party shall assign or otherwise transfer its interest in said contract during the term of this agreement without the written consent of the other party.
3. This contract embodies the entire agreement between the parties hereto relative to the subject matter hereof, and shall not be modified, changed or

altered except in writing signed by both parties or their agents. No oral representations by either party or their agents are binding on either party to this contract. This contract shall be construed and interpreted in accordance with the laws of the State of Illinois

IN WITNESS WHEREOF, said parties have caused this instrument to be executed in duplicate by their respective duly-authorized officials and their respective seals to be affixed hereunto, as of the day and year first written above.

City of Galesburg, Illinois,
a municipal Corporation,

By: _____
Mayor

ATTEST: _____
City Clerk

GALESBURG DOWNTOWN COUNCIL
a not-for-profit Illinois Corporation,

By: _____
President

ATTEST: _____
SECRETARY



Community Development Department

Community Development Department

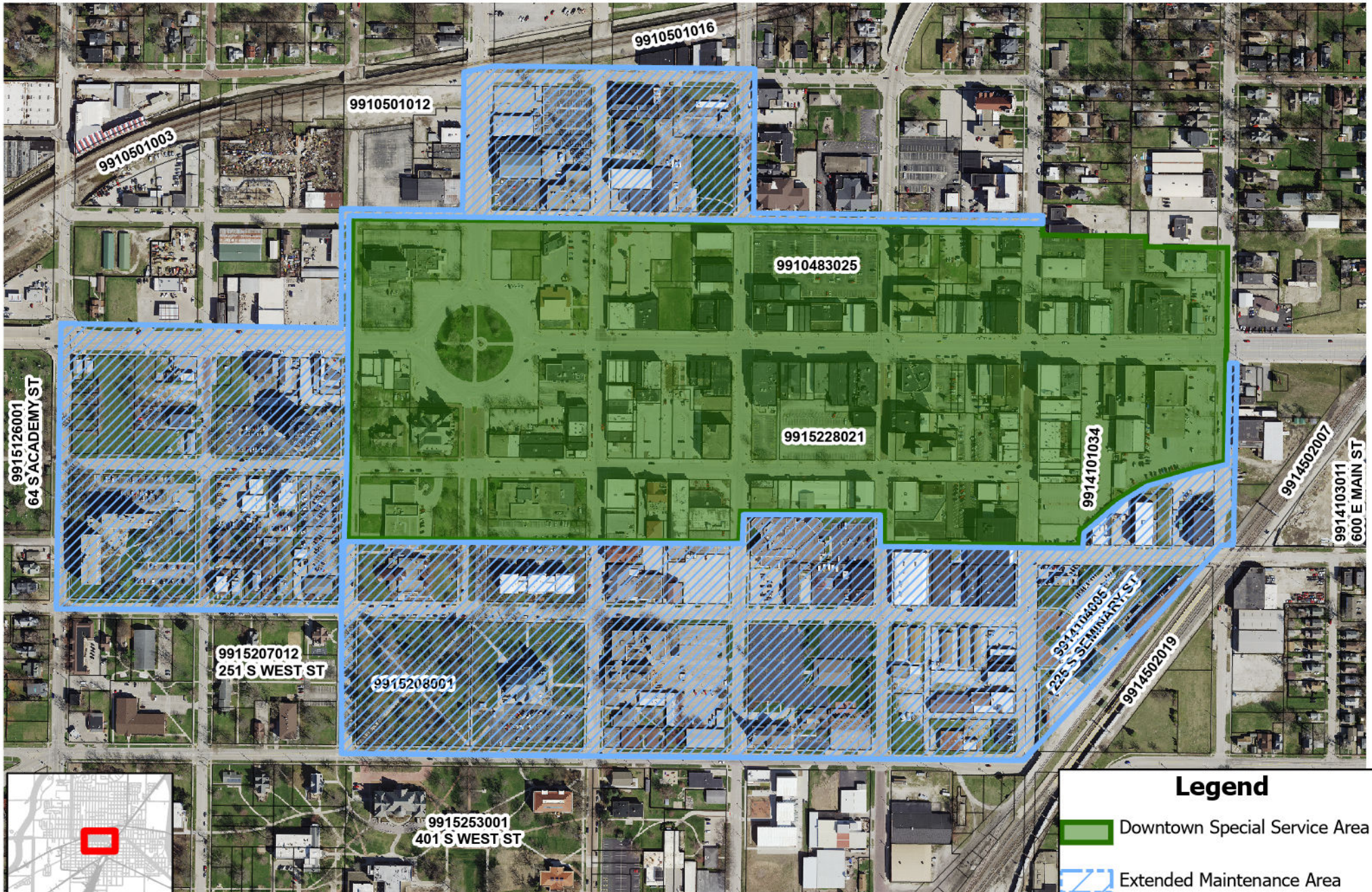
Extended Maintenance Area

General location

[Back to Agenda](#)



330 165 0 330 660 990 Feet



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

September 25, 2025



26-4018

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Engineering Services for Public Safety Building Electrical Upgrades

SUMMARY RECOMMENDATION: The City Manager, IT Director, and Purchasing Manager recommend approval of the IMEG proposal for Engineering Services for the Public Safety Building Electrical Upgrades project for \$68,500.00.

BACKGROUND: The Galesburg Public Safety building is now more than 50 years old. Over time the electrical infrastructure has become outdated and is in need of an overhaul. Current power capabilities barely meet current needs with no room for future expansion or future technological growth. Some of the issues that this overhaul will rectify are the replacement of aging electrical equipment, updating some of the inadequate distribution in certain areas of the building, and the addition of generated backup power for all non-dispatch areas of the facility.

IMEG engineering services will be the first step in a multiyear process to overhaul and upgrade all existing power related infrastructure in the Public Safety building including the addition of generated backup power for the entire facility.

IMEG will provide the following deliverables.

1. Electrical Designs and Plans
2. General Designs and prepared contract documents suitable for pricing and construction purposes
3. Bidding Phase and Construction Phase assistance

The intent of this project is to upgrade the Public Safety Building allowing for additional, reliable, backed-up power that will guarantee an adequate power supply for the Police and Fire Departments for the next 30 years.

BUDGET IMPACT: There are sufficient funds included in the 2026 budget.

SUPPORTING DOCUMENTS:

1. City of Galesburg Public Safety Building Electrical Upgrades IMEG Proposal.pdf



1/22/2026

Mayor Peter Schwartzman
City of Galesburg, IL
Via Email pschwart@ci.galesburg.il.us

Re: Proposal for Services
City of Galesburg, IL
Public Safety Building Electrical Upgrades
Galesburg, Illinois

Dear Peter:

Thank you for the opportunity to submit a Proposal for the services described herein for the electrical upgrades project at the Public Safety Building in Galesburg, Illinois. The project consists of upgrades to the electrical distribution system including replacement electrical panels, reconfiguration of distribution, and a new emergency generator as outlined in a study completed in 2025. The anticipated total project budget is approximately \$800k as indicated in the study, however some scope revisions have occurred that may affect the budget as indicated below.

Project Schedule

We will complete our design services in 2026 with construction occurring late 2026 and early 2027 to allow for the costs to be spread over two fiscal years. The desire is to spend \$500k in 2026 and the remaining \$300k in 2027.

Electrical Design

Electrical power distribution and grounding revisions/upgrades to various panels throughout the building per 2025 study.

Emergency power distribution including engine/generator set, fuel system, exhaust and intake ventilation, and automatic transfer switch per 2025 study.

Evaluate potential generator expansion to provide backup for ETSB.

Evaluate potential cross connect circuits for city hall server room for redundancy.

General Design

Prepare applicable specifications.

Prepare contract documents that are suitable for pricing and construction purposes.

Prepare an opinion of probable construction cost for IMEG-designed systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG

makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

Project Design Meetings

- Participate in virtual meetings as required.
- Attend approximately two design coordination meetings in Galesburg to review project milestones.

Bidding Phase

Conduct Prebid meeting.

Respond to contractor questions.

Prepare addenda information as required.

Attend bid opening.

Assist with bid evaluation and recommend award to successful contractor.

Construction Phase

Prepare AIA Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum.

Attend Preconstruction Conference.

Answer Contractor questions and Requests for Information (RFIs).

Prepare Requests for Proposal (RFPs) and deliver to Contractor for pricing.

Prepare change orders to the contract.

Review Contractor pay applications and recommend all or partial payment.

Review shop drawing submittals for items requested in the contract documents.

Conduct up to three job site observations during construction plus one final job site observation at the end of the construction period, and prepare construction observation report(s).

Owner/Contractor Construction (OCC) Meetings

- Participate in virtual OCC meetings as required.
- Attend approximately four OCC meetings, as required, while at the project site for observations.

Assumptions

The following assumptions are in addition to those listed under IMEG's scope of services above.

General

Documentation (e.g., design drawings, maintenance records, etc.) of the existing systems relevant to our scope of work, which accurately represents the existing conditions, will be provided to IMEG.

Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.

The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document E202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. We understand that limited CAD files are available.

The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment. The Revit® model will be configured for efficiency as outlined in a mutually agreed upon BIM Execution Plan established before modeling begins.

Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.

IMEG assumes the selected General Contractor / Construction Manager will be using a web-based project software site, at their cost, for the purpose of hosting and managing project communication and documentation.

The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

The Owner will distribute bidding documents.

Compensation

We propose to provide the services described above for a fixed fee of \$68,500.00. Should the size and/or scope of the project, project schedule, or project budget change, IMEG reserves the right to adjust our fees, or new or increased services will be provided as additional services.

Project Expenses

The following reimbursable expenses are not included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

- Payment of plan review fees, permit fees, filing fees, or other imposed governmental agency fees.
- Necessary consultants as approved by Client.

- Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.
- Postage and delivery charges.
- Travel expense: Automobile mileage will be invoiced at the IRS rate in effect at the time of travel. Travel expenses include mileage, tolls, parking fees, taxi, train, airfare, rental car and fuel, and other out of pocket travel related expenses.
- Meals and lodging, when required to travel overnight.

Additional Services

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

General

Services within IMEG's expertise not included above.

Condition assessment surveys or invasive field takeoff to determine existing conditions that are not readily accessible or visible.

Assistance with grants and other related funding applications.

Value engineering or negotiating construction cost/scope/alternates with contractors and related document revisions after Design Development documents are complete.

Additional effort to support expedited, segmented, and/or express building permit process.

Revising IMEG design documents as a result of equipment lead times or supply chain delays.

Revising IMEG design documents arising from contractor's failure to comply with the contract document requirements.

Continuous updates to the design drawings throughout the construction administration period based on RFIs, box walk changes, Authority Having Jurisdiction/building inspector field comments, and other field changes.

Preparing as-built and/or record documents from markups or files provided by contractors or verifying the accuracy and completeness of same.

LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.

Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.

Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.

Electrical

Lightning protection system evaluation and design.

Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.

Closing

The attached Terms and Conditions dated 09.2024 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Services. Acceptance may be conveyed via email or by signing this offer and returning it to our office. Notwithstanding the foregoing sentence, if you or members of your firm engage IMEG for services for the referenced project, either verbally or by actions that imply acceptance of this Proposal, such as providing drawings, submitting questions, requesting engineering information, etc., without returning a signed copy of this Proposal, it is expressly agreed that acceptance of all terms and conditions of this Proposal will be implied and contractually binding.

IMEG Consultants Corp.



Digitally signed by Matthew D. Snyder,
PE, LEED AP
DN: C=US,
E=matthew.d.snyder@imegcorp.com,
O=IMEG Consultants Corp.,
CN="Matthew D. Snyder, PE, LEED AP"
Date: 2026.01.23 16:41:17-06'00'

Matt Snyder, Principal/Project Executive | matthew.d.snyder@imegcorp.com

Accepted: City of Galesburg, IL

Mayor Peter Schwartzman | pschwart@ci.galesburg.il.us

Terms and Conditions

1. Definitions:

“Agreement” - Collectively IMEG’s proposal, these Standard Terms and Conditions, IMEG’s Standard Hourly Rates, and any exhibits incorporated expressly by reference, herein.

“Change Order” - Any additional Services or change in schedule related to the Project requested by IMEG or Client.

“Client” - The party for whom Services are being provided, and its directors, officers, affiliates, employees, and agents.

“Day(s)” - Any day other than Saturday, Sunday, or any other day on which banks in New York are closed.

“IMEG” - IMEG Consultants Corp., and its directors, officers, affiliates, employees, and agents.

“Losses” - Any loss, liability, claim, damage, cost, expense, and reasonable attorney’s fees.

“Party” - Each of IMEG and Client; “Parties” means IMEG and Client collectively.

“Project” - The specific project for which Services are performed pursuant to this Agreement.

“Project Owner” - The party responsible for the initiation, funding, and oversight of the Project.

“Services” - The services or work performed by IMEG in any office location for Client on the Project.

“Standard Hourly Rates” - The current hourly rates set by IMEG for Services performed under this Agreement.

2. Standard of Care/Performance: Services provided by IMEG under this Agreement shall be performed in accordance with the professional skill and care ordinarily exercised by professionals practicing under similar circumstances in the same or similar location (“Standard of Care”). It is explicitly understood and agreed that the Standard of Care does not demand perfection, and IMEG will not be responsible for any cost escalations, separate and apart from IMEG’s negligence as defined in Section 11, throughout the Project’s duration. Nothing contained in this Agreement or within any certification/representation statement shall obligate, bind, or require IMEG to exercise professional skill and judgment greater than the Standard of Care. IMEG makes no warranty or guarantee, express or implied, and shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known or accepted. Should Client seek additional design parameters in contemplation of future climate change, such parameters shall be explicitly outlined in the Services. IMEG shall perform Services pursuant to an agreed-upon schedule as is consistent with the Standard of Care.

3. Information: Except as otherwise defined in the Services, Client shall facilitate the exchange of information among the Project Owner, IMEG, and other service providers as necessary for the coordination of the Project. IMEG shall be entitled to rely on the accuracy and completeness of such information furnished by Client or Client’s other service providers. IMEG shall not be liable for inaccurate data, specifications, or other Project requirements submitted to it by or on behalf of Client. If there are updates or changes to any information provided to IMEG in furtherance of the Services, Client is responsible for advising IMEG’s personnel of such updates or changes in writing.

4. Limitation of Responsibilities: IMEG shall not be responsible for, nor have control over or charge of, construction means, methods, coordination, schedules, techniques, procedures, delays, site observation, or review of contractor’s work, or for any health or safety precautions or programs. Client shall indemnify, defend, and hold harmless IMEG for contractor’s or subcontractor’s performance or the failure of contractor’s or subcontractor’s work to conform to Project design specifications and contract documents.

5. Additional Services: If the Project schedule or scope changes and additional Services are requested, IMEG shall send Client a Change Order and Client must approve such Change Order in writing or electronically prior to IMEG commencing work. Services performed pursuant to a Change Order shall be deemed an amendment to this Agreement and such additional Services shall be performed pursuant to these Standard Terms and Conditions. IMEG shall not be responsible for any expense associated with any Services that are a betterment or added value to the Project.

6. Compensation/Payment: Client shall pay IMEG in full for all Services performed and expenses incurred. Services provided by IMEG on a time and material basis shall be performed in accordance with IMEG's Standard Hourly Rates, subject to annual update. If Client disputes any portion of an invoice, Client shall notify IMEG in writing within fifteen (15) Days of the invoice date by notice to ClientStatements@imegcorp.com. If no notice is received, Client agrees the invoice is accurate and to pay the amount in full. In no case are invoices subject to unilateral discounting, back-charges, or set-offs, and payment in full is due for Services performed regardless of whether this Agreement or the Project is terminated. Accounts unpaid sixty (60) Days after the invoice date may be subject to a monthly service charge of one- and one-half percent (1.5%) (or the maximum legal rate) on the unpaid balance. If any portion of an account remains unpaid 120 Days after the invoice date, IMEG may stop or pause performance of Services and institute collection action. Client shall pay all costs of collection, including reasonable attorney's fees. Collection actions and billing disputes shall not be subject to informal dispute resolution procedures as described in Section 8.

7. Ownership/Use of Instruments of Services: All drawings, specifications, BIM, reports, and other work product of IMEG developed for this Project are instruments of service owned by IMEG ("Instruments of Service"). Upon Client's payment in full to IMEG for all Services performed and expenses incurred, IMEG shall provide Client with a license to use the Instruments of Service for purposes consistent with the Project. Reuse of any Instruments of Service by Client or any third-party for any other use without the express written consent of IMEG shall be at Client's sole risk. Client shall indemnify, defend, and hold harmless IMEG against Losses arising out of unauthorized use or misuse of the Instruments of Service.

8. Dispute Resolution/Governing Law: Excluding collection actions and billing disputes as described in Section 6, claims or disputes between the Parties arising out of the Services or out of this Agreement shall be escalated for informal dispute resolution. If no informal dispute resolution is achieved within fifteen (15) Days of demand made by IMEG or Client, the Parties shall submit the matter to non-binding mediation (mediation being subject to the provisions in Section 8.2 of AIA Document C401-2017). The Parties shall include a similar provision as in this Section 8 with all contractors, subconsultants, and subcontractors, providing for non-binding mediation as the primary method of dispute resolution following informal dispute resolution as described in this Section. This Agreement and all questions, disputes, and litigation arising in connection with the Services shall be governed by, and brought in, the laws of the state where the Project is located.

9. Mutual Waiver of Damages: Each Party hereby expressly waives against the other Party any and all claims for consequential, indirect, punitive, special, incidental, exemplary, or liquidated damages. The waiver in this Section shall apply to any such damages listed herein sought to be recovered through any indemnity obligation in this Agreement.

10. LIMITATION OF LIABILITY: To the fullest extent permitted by applicable law, IMEG's total liability arising out of or related to this Agreement, for all Services performed on this Project, and for all Losses, whether based in contract or tort, in law or equity, or for negligent acts, errors, or omissions, from any cause, shall not exceed the total amount of \$250,000.00. This limitation of liability was negotiated after the Parties discussed the risks and rewards associated with the Project. No individual professional director, officer, or employee of IMEG shall be individually liable for negligence arising out of this Agreement. The limitation of liability established in this Section shall survive the expiration or termination of this Agreement.

11. Indemnification: Subject to Section 10, IMEG shall, to the fullest extent permitted by applicable law, indemnify and hold harmless Client against Losses to the extent caused by, and in proportion to, the negligence of IMEG in the performance of Services under this Agreement. IMEG shall not be obligated to indemnify Client for Client's own negligence.

Client shall, to the fullest extent permitted by applicable law, indemnify and hold harmless IMEG against Losses to the extent caused by, and in proportion to, the negligence of Client in the performance of its services under this Agreement. Client shall not be obligated to indemnify IMEG for IMEG's own negligence.

The other terms of this Agreement notwithstanding, in the event of any professional liability claim within the purview of the indemnification provisions of this Section, each Party shall control its own defense, and at the time of claim resolution, each Party shall provide reimbursement for reasonable defense costs and attorney's fees recoverable under applicable law to the extent caused by the negligence of each Party as determined by a competent trier of fact. As such, the Parties recognize and expressly agree that the duty to defend is not applicable to professional liability claims and is wholly separate and distinct from the duty to indemnify and hold harmless as described in this Section.

12 Insurance: IMEG shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Worker's Compensation/Employer's Liability, and Professional Liability. Certificates of insurance shall be provided to Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability shall be written or endorsed to include additional insureds (which shall not be named additional insureds), primary/non-contributory coverage, and other coverages, subject to all policy terms, conditions, and exclusions, and any limitations as to coverage amounts as agreed upon in writing by the Parties.

13. Termination: Either Party may terminate this Agreement due to the other Party's material breach of this Agreement upon providing a ten (10) Day written notice to the breaching Party and an opportunity of at least five (5) Days to cure such material breach. Upon termination, payment in full to IMEG is required for all Services performed and expenses incurred through the date of termination. IMEG shall not be required to release any Instruments of Service until such payments have been received. If this Agreement is terminated or suspended due to Client's material breach, Client shall return all Instruments of Service within its possession or control, and any consequences (including delay) resulting from such termination or suspension shall be the sole responsibility of Client. The cancellation of the Project or the institution of bankruptcy proceedings by either Party shall be deemed a material breach and termination of this Agreement.

14. Assignment: Except for assignment by operation of law, neither Party shall transfer or assign any rights or duties under, or interest in, this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other Party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by IMEG as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

15. Employment and Non-Solicitation: Except with the other Party's prior written consent, neither Party shall solicit the employment of, or employ any of the other Party's employees, during the performance of this Agreement and for a period of six (6) months thereafter, provided that any general solicitation for employment through a published advertisement shall not constitute a breach of this Section.

16. Force Majeure: Except as otherwise provided, no delay or failure in IMEG's performance of its obligations under this Agreement shall constitute a default or the incurrence of damages, if and to the extent, the delay or failure is caused by the occurrence of any contingency beyond the reasonable prevention or control, and without any fault, of IMEG. Unless such occurrence frustrates IMEG's performance, such occurrence shall not operate to excuse, but only to delay, IMEG's performance. Once such occurrence ceases, IMEG shall resume the performance of its obligations under this Agreement as soon as reasonably possible.

17. Severability and Non-Waiver: If any part of this Agreement is declared invalid or unenforceable, the remainder shall continue to be valid and enforceable. No failure to act by either Party shall be deemed to constitute a waiver of such Party's rights or remedies under this Agreement. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

18. Entire Agreement: If Client issues to IMEG a purchase order or similar document, none of the terms and conditions stated therein shall bind IMEG, and such document, whether signed by IMEG or not, shall be considered only as a document for Client's internal operational management. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

19. Equal Employment Opportunity: The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime consultants and subconsultants take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

09.2024



2026 STANDARD HOURLY RATES – SMEPT/Cx
(rates adjusted annually)

Senior Client Executive / Senior Market Director / VP	\$325	Senior Construction Administrator	\$200
Client Executive / Market Director	\$300	Construction Administrator	\$170
Project Executive	\$280	Field Technician 2	\$160
Senior Project Manager 2	\$250	Field Technician 1	\$150
Senior Project Manager 1	\$230	Structural Inspector of Distinction	\$265
Engineer of Distinction	\$265	Senior Structural Inspector	\$150
Senior (Engineer / Planner / Consultant) 3	\$245	Structural Inspector 3	\$135
Senior (Engineer / Planner / Consultant) 2	\$215	Structural Inspector 2	\$120
Senior (Engineer / Planner / Consultant) 1	\$200	Structural Inspector 1	\$105
Project (Engineer / Consultant) 2	\$180	Senior Virtual Design Coordinator 2	\$150
Project (Engineer / Consultant) 1	\$165	Senior Virtual Design Coordinator 1	\$140
(Graduate Designer / Consultant / Planner/ Authority / Analyst) 2	\$140	Virtual Design Coordinator 2	\$135
(Graduate Designer / Consultant / Planner/ Authority / Analyst) 1	\$125	Virtual Design Coordinator 1	\$120
Designer of Distinction	\$225	Virtual Design Technician	\$105
Senior (Designer / Authority) 3	\$205	Administrative Assistant	\$95
Senior (Designer / Authority) 2	\$200		
Senior (Designer / Authority) 1	\$180		
Project (Designer / Authority) 2	\$165		
Project (Designer / Authority) 1	\$145		
(Designer / Authority / Analyst) 2	\$130		
(Designer / Authority / Analyst) 1	\$120		
Design Technician 2	\$105		
Design Technician 1 / Intern	\$95		

* These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.



26-4019

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for construction costs for the first phase of the Lake Storey Multi-use Path project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and the City Engineer recommend approval of the Joint Funding Agreement with IDOT.

BACKGROUND: The subject funding agreement with IDOT will provide Illinois Transportation Enhancement Program (ITEP) funding for construction costs for the first phase of the Lake Storey Multi-use Path project. The City received an ITEP grant from IDOT in the amount of \$2 million for the first phase of a project to construct a multi-use path around Lake Storey. The first phase includes constructing a path along S. Lake Storey Road from W. Lake Storey Road to Woodblock Road. The second phase, also funded by ITEP, will start at Woodblock Road and terminate at Gatewood Lane on the north side of Lake Storey. Completion of both projects will provide a finished loop around the lake for path users. The project was advertised on IDOT's State letting in January and bids were opened for the project.

The City previously approved a Joint Funding Agreement with IDOT for construction of the first phase of the path. However, due to delays in completing land acquisition for the project, which delayed getting the project to a State letting, that agreement has expired. Now that the project has gone to a State letting and bids have been opened, a new agreement must be approved. The subject funding agreement with IDOT will provide State Illinois Transportation Enhancement Program (ITEP) funding in the amount of \$1,794,975 for the construction phase of the project. The City previously approved a total of \$230,000 for the construction share of the project. Due to the low bid being less than anticipated, the City estimated share of the construction costs is \$117,943.95. Construction on the project is scheduled to begin this Spring. City staff recommends approval of the Joint Funding Agreement with IDOT.

BUDGET IMPACT: There are sufficient funds in the Grants fund (Fund 13) and Utility Tax Fund (Fund 59).

SUPPORTING DOCUMENTS:

1. IDOT Joint Funding Agreement
2. Location Map


LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Galesburg		Knox	19-01502-40-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STATE-ITEP	443003	N/A	N/A

Construction

State Job Number	Project Number
C-94-042-23	

☐ Local Let/Day Labor
 ☒ Construction on State Letting
 ☐ Construction Engineering
 ☐ Utilities
 ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
S Lake Storey RD Shared Use Pat	FAU 6780	01.34 MI	From	To
			00.53	01.87

Location Termini

W Lake Storey Road to Woodblock RD

Current Jurisdiction	Existing Structure Number(s)	
Knox County	N/A	Remove

PROJECT DESCRIPTION

Construct a multi-use path along S. Lake Storey (CH 30)

Local Public Agency	Section Number	State Job Number	Project Number
City of Galesburg	19-01502-40-BT	C9404223	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
 - any member of his or her immediate family;
 - his or her partner; or
 - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☒	6.	Jurisdiction and Maintenance Agreement
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Peter Schwartzman

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

376001160 conducting business as a Governmental Entity.

DUNS Number 075614834

UEI X5FADJ8N4NL9

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution form within this form.

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Galesburg	Knox	19-01502-40-BT	C-94-042-23	

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction				ITEP	\$1,794,975.00	*	Local	\$117,943.95	BAL	\$1,912,918.95
Total				Total	\$1,794,975.00		Total	\$117,943.95		\$1,912,918.95

* 100% STATE-ITEP Funds NTE \$1,794,975

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of

✉ **METHOD 2: BALANCE** = $\frac{\text{Actual progress payment}}{\text{Estimated total cost}} \times \text{Actual progress payment}$

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Galesburg	19-01502-40-BT	Knox		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	1
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	1
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	0
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points - Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	2
Financial Controls	0
Audits	0
Total	2

District Review Signature & Date

Tony Sassine

Digitally signed by Tony Sassine
Date: 2025.12.12 14:37:55
-06'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2026.02.04 08:26:29
-06'00'

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Galesburg	19-01502-40-BT	C9404223	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Galesburg LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes ☐ No

2. Does the City of Galesburg LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Galesburg LPA fiscal year?

☒ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of Galesburg LPA performed a single audit for their previous fiscal year?

☒ Yes ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☐ Yes ☒ No

b. For the current fiscal year, does the City of Galesburg LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Megan Heisler	City Engineer	City of Galesburg

Signature & Date

	Digitally signed by Megan Heisler Date: 2025.12.11 15:31:53 -06'00'
---	--

Local Public Agency	Section Number	State Job Number	Project Number
City of Galesburg	19-01502-40-BT	C9404223	

SCHEDULE NUMBER 5**Resolution No.** _____

A Resolution for:

Section Number 19-01502-40-BTState Job Number C-94-042-23

Project Number _____

WHEREAS, the _____ of _____ is proposing to

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signer

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the _____

Section 1: The _____ hereby appropriates _____
or as much as may be needed to match the required funding to complete the proposed improvement from
_____ and furthermore agree to pass a supplemental resolution if necessary to
appropriate additional funds for completion of the project.

Section 2: The _____ is hereby authorized to execute an AGREEMENT with IDOT
for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 2 (two) copies of the AGREEMENT
and Resolution to IDOT District _____ Bureau of Local Roads and Streets.

I, _____ Clerk in and for said _____

Name of Clerk Local Public Agency Type Local Public Agency Type
of _____ in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

_____ of _____ at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ ..
Day Month, Year

(SEAL)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section without dashes. The dashes are automatically inserted.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).																																
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are: <table style="margin-left: 40px; border: none;"> <tr><td>Bi-State</td><td>Bi-State Regional Commission</td></tr> <tr><td>CMA</td><td>Chicago Metropolitan Planning Organization</td></tr> <tr><td>CUUATS</td><td>Champaign/Urbana Urban Area Transportation Study</td></tr> <tr><td>DATS</td><td>Danville Area Transportation Study</td></tr> <tr><td>DMATS</td><td>Dubuque</td></tr> <tr><td>DSATS</td><td>DeKalb/Sycamore Area Transportation Study</td></tr> <tr><td>DUATS</td><td>Decatur Urbanized Area Transportation Study</td></tr> <tr><td>EWGCG</td><td>East-West Gateway Council of Governments</td></tr> <tr><td>KATS</td><td>Kankakee Area Transportation Study</td></tr> <tr><td>MCRPC</td><td>McLean County Regional Planning Commission</td></tr> <tr><td>PPUATS</td><td>Peoria/Pekin Urban Area Transportation Study</td></tr> <tr><td>RPC</td><td>Region 1 Planning Council</td></tr> <tr><td>SATS</td><td>Springfield Area Transportation Study</td></tr> <tr><td>SEMPO</td><td>South East Metropolitan Planning Organization</td></tr> <tr><td>SIMPO</td><td>Southern Illinois Metropolitan Planning Organization</td></tr> <tr><td>SLATS</td><td>State Line Area Transportation Study</td></tr> </table>	Bi-State	Bi-State Regional Commission	CMA	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SEMPO	South East Metropolitan Planning Organization																																
SIMPO	Southern Illinois Metropolitan Planning Organization																																
SLATS	State Line Area Transportation Study																																

MPO Tip Number Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"

Construction

Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.

Location

Use the add location button

Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description Insert a description of the work to be accomplished by this project.

Instructions for BLR 05310C Page 2 of 4

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
 Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
 Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed \$100,000.
 Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	Choose the type of LPA funds from the drop-down.
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

Instructions for BLR 05310C Page 3 of 4

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.

The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

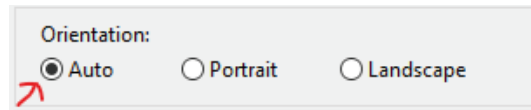
Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets

Printing Instructions

For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.



Instructions for BLR 05310C Page 4 of 4

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the {Board}:

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District ___ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

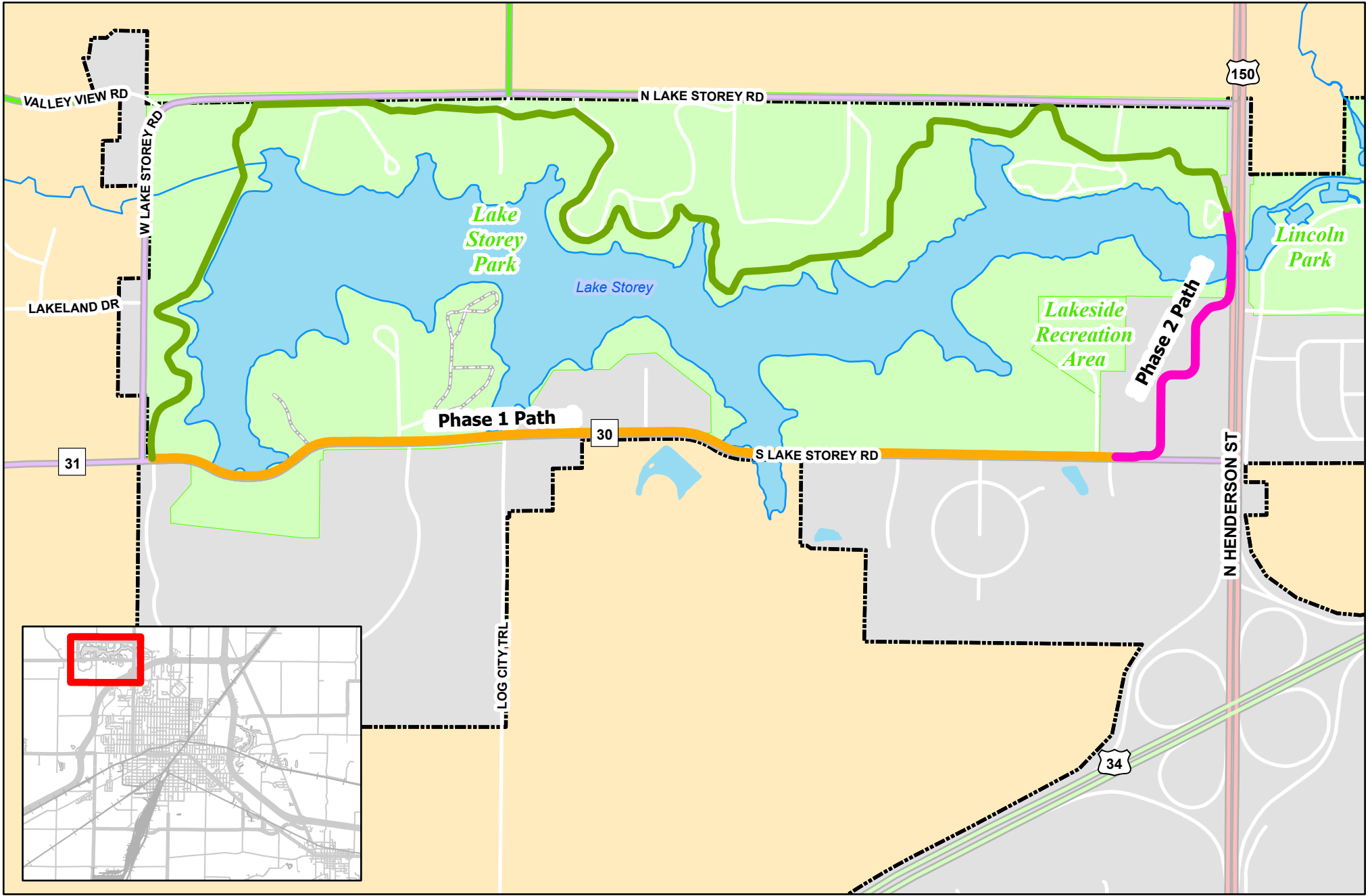
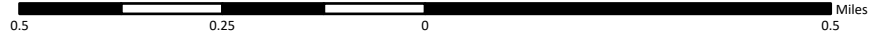
IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

(seal)



Proposed Lake Storey Shared-Use Path Extensions

[Back to Agenda](#)





26-4020

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Joint Funding Agreement with the Illinois Department of Transportation (IDOT) for engineering services for the second phase of the Lake Storey Multi-use Path project.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and the City Engineer recommend approval of the Joint Funding Agreement with IDOT.

BACKGROUND: The subject funding agreement with IDOT will provide Illinois Transportation Enhancement Program (ITEP) funding for the preliminary engineering work for the second phase of the Lake Storey Multi-use Path project. The City received an ITEP grant from IDOT in the amount of \$655,560 for the second phase of the project. The first phase, also funded by the ITEP grant, includes constructing a path along S. Lake Storey Road from W. Lake Storey Road to Woodblock Road. The second phase will start at Woodblock Road and terminate at Gatewood Lane on the north side of Lake Storey. Completion of both projects will provide a finished loop around the lake for path users.

Prior to advertising the project to prospective bidders, preliminary engineering work must be completed. This includes putting together final plans, specifications and cost estimates for the project. City Council previously approved an engineering agreement with Hutchison Engineering, who also completed the engineering work for the first phase of the path. The next step to allow the City to be reimbursed for this engineering work through the ITEP grant is approval of a Joint Funding agreement with IDOT. The total anticipated cost for the engineering work is \$79,433 with the ITEP grant covering \$62,433 of those costs. The City is responsible for the balance of the cost for the preliminary engineering phase, which is estimated at \$17,000. It is anticipated that construction on the second phase of the path will begin in 2027. City staff recommends approval of the Joint Funding Agreement with IDOT.

BUDGET IMPACT: There are sufficient funds budgeted in the Grants fund (Fund 13).

SUPPORTING DOCUMENTS:

1. IDOT Joint Funding Agreement
2. Location Map



☒ State Participation ☐ Economic Development Program ☐ Truck Access Route Program (TARP)

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Galesburg	Knox	22-01502-40-BT

Construction	Engineering	Right-of-Way
State Job Number	State Job Number	State Job Number
	P-94-006-26	

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Lake Story Road Shared Use Path		0.00	From	To

Location Termini

Woodblock RD to Gatewood LN

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Galesburg		Remove

PROJECT DESCRIPTION

PE 1&2 for connecting planned bike trail to form a loop around Lake Storey
ITEP#451004

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
City of Galesburg	22-01502-40-BT		P-94-006-26	

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois acting by and through its Department of Transportation, herein referred to as the "**STATE**". The **STATE** and **LPA** joint proposes to improve the designated location as described in the Location and Project Description sections of this Agreement. The improvement shall be developed and constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** Motor Fuel Tax policies and procedures.

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

1.3. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.4. Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

This Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.2 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-f of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.3 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the **LPA** acknowledges **STATE** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.4 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.5 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
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requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.6 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or at least five (5) years have passed since the date of conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.7 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.8 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.9 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.10 Organizational Conflict of Interest. The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

III. AUDIT AND RECORD RETENTION

3.1 STATE Audits. The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.

3.2 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.3 Accessibility of Records. The **LPA** shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, and any other person as may be authorized by the **STATE** (including auditors), by the State of Illinois. The **LPA** shall cooperate fully in any such audit or inquiry.

3.4 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this

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contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for work specified under this Agreement.

4.2 Reimbursement Requests. For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

LPA's must justify continued funding on inactive projects. An inactive project is defined as a project with no expenditures for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) months period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the date of execution of this Agreement. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.3 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.4 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate closeout of the project and loss of further funding.

4.5 Project End Date: The period of performance (end date) for state obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the Agreement. Joint agreement amendments for time extensions must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum) in a manner satisfactory to the **STATE**.

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for

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enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 To reimburse the **LPA** for the state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**.

6.3 To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☐		
☐		
☐		
☐		

Local Public Agency	Section Number	Construction State Job Number	Engineering State Job Number	Right-of-Way State Job Number
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AGREEMENT SIGNATURES EXECUTION

The **LPA** agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's TIN number is

376001160 _____ conducting business as a Governmental Entity.

DUNS Number 075614834

UEI X5FADJ8N4NL9

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: If the LPA Signature is by an **APPOINTED official**, a resolution authorizing said appointed official to execute this agreement is required.

DIVISION OF COST							
	State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Preliminary Engineering	State(ITEP)	\$62,433.00	*	Local	\$17,000.00	BAL	\$79,433.00
Total		\$62,433.00		Total	\$17,000.00		\$79,433.00

*90% State ITEP funds NTE \$62,433.00

BLR 05310S (Rev. 05/09/24)

Instructions for BLR 05310S Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project invoices, State funds of various types, Economic Development Program (EDP) funds and/or Truck Access Route Program (TARP) funds. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located
Section Number	Insert the section number applied to this project without dashes. The dashes are automatically inserted.
Construction State Job Number	Insert the job number assigned for the construction portion of the project.
Engineering State Job Number	Insert the job number assigned for the engineering portion of this project.
Right-of-Way State Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with an "R".

Location

Local Street/Road Name	Insert the local street/road name
Key Route	Insert the key route of the street/road listed above
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project
Existing Structure Number(s)	Insert the existing structure number(s) for this project
Use the add location button to add additional locations if needed for up to a total of three locations. If there are more than three locations, use various.	

Project Description

Project Description	Insert a description of the work to be accomplished by this project
---------------------	---

V. THE LPA AGREES

Company	This field only appears on projects using EDP funds. Enter the name of the company the LPA has entered into an EDP agreement with.
---------	--

Schedules

Check the box of the applicable item. For additional items to be attached, insert a number and a description/name of the item.

1. Division of Cost - See separate instructions for completing this page.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project. (All Agreements)
3. Employee Reporting Form - Attach IDOT approved Initial Employee Reporting Form. For projects using EDP funds only.
4. Local Public Agency/Company Agreement - For projects using EDP funds only.
5. 80,000lb Truck Access Resolution - For projects using TARP funds only.

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT officials shall sign and date.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the state percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

Instructions for BLR 05310S Page 2 of 2

These specified amounts will be used in sequence, with the state and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the state funds will be used concurrently at the specified percentages up the "not to exceed" amount

Example:

Maximum participation 80% not to exceed \$100,000

Use a separate line for each type of work as it relates to the fund type for state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
State Funds	For state funds being used, choose the state fund type from the drop down.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

The document, along with required attachments, must be combined into a single PDF, and printed to PDF, prior to uploading into DocuSign.

A minimum of two (2) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. If the DocuSign process is used no physical copies are required to be submitted.

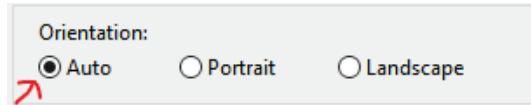
Upon execution distribution will be as follows:

LPA

Bureau of Local Roads & Streets Central Office

Printing Instructions

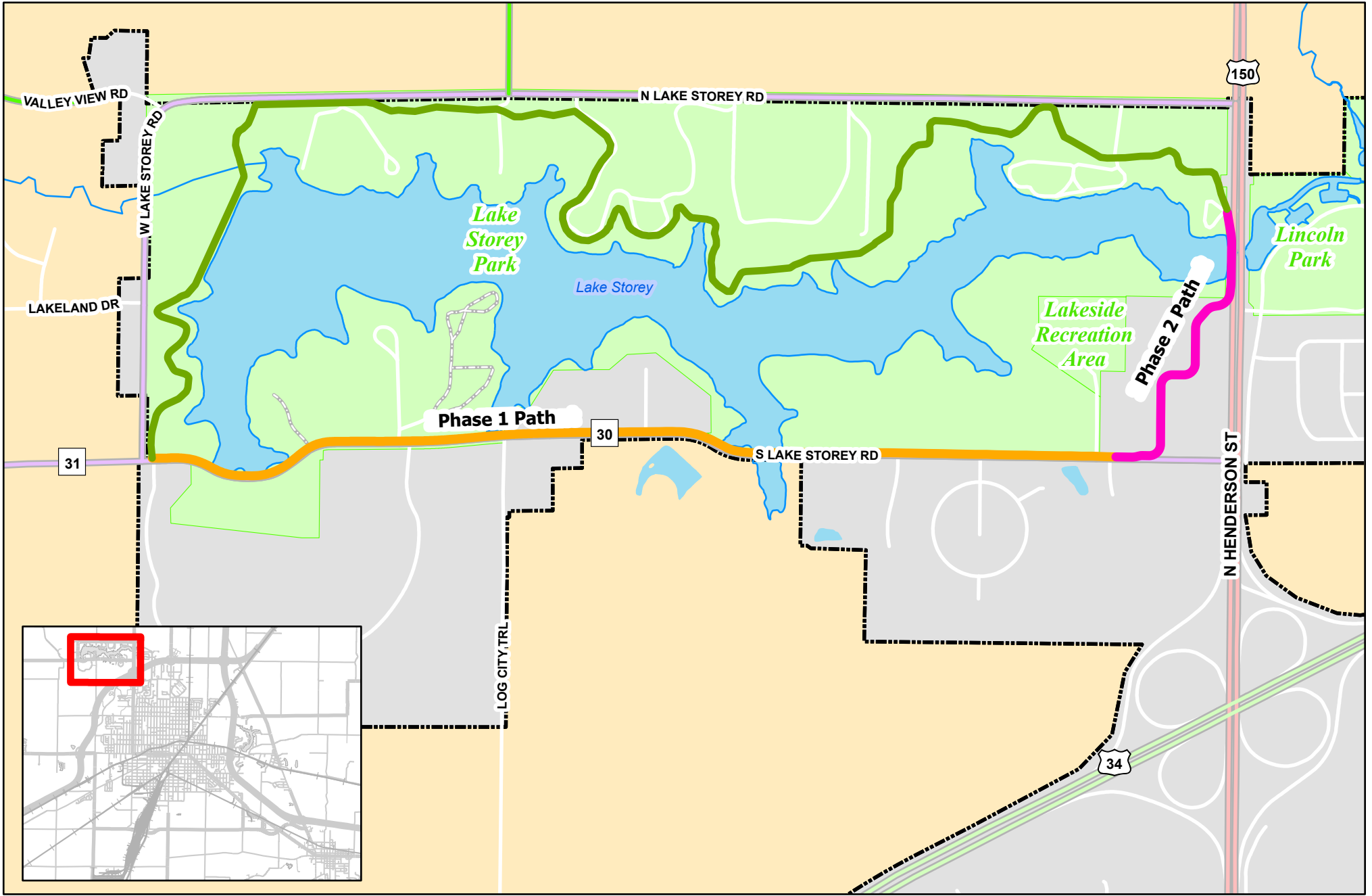
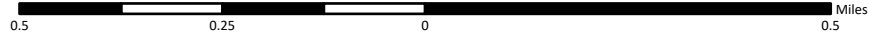
For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process.





Proposed Lake Storey Shared-Use Path Extensions

[Back to Agenda](#)





26-4021

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Approval of Farm Lease Agreement at City property west of Bunker Links.

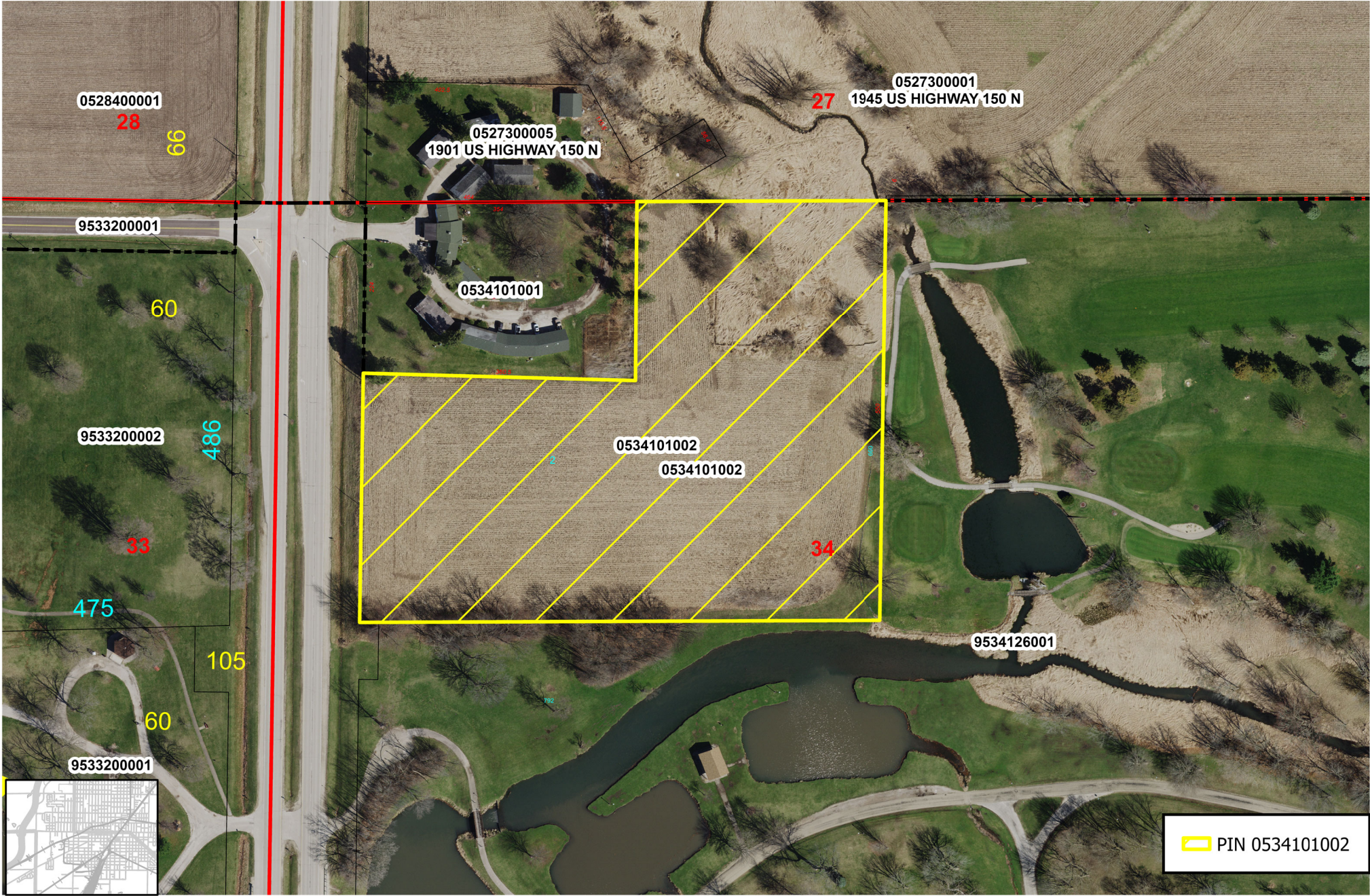
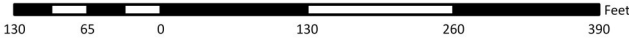
SUMMARY RECOMMENDATION: The City Manager, Director of Parks & Recreation and Director of Community Development recommend approval of the amendment to the Agreement.

BACKGROUND: On June 2, 2025 Council approved moving forward with the purchase of Parcel Identification Number 05-34-101-002. Hawkinson Brothers, Inc had been farming the property for many years prior to the purchase and approached the city about continuing to do so. The city has no immediate plans for the land, so entering this farm lease will keep the land in productive use until a future use of the land is determined. The lease is \$200 per acre paid annually and there are 5 acres that will be farmed.

BUDGET IMPACT: Revenue from this lease is deposited to Fund 24 – Economic Development.

SUPPORTING DOCUMENTS:

1. Aerial of general farm lease area
2. Farm Lease Agreement



Cash Rent Farm Lease Agreement

This lease is entered into on March 1, 2026, between the City of Galesburg, Illinois, a municipal corporation, whose mailing address is 55 W. Tompkins Street, Galesburg, IL 61401, (hereinafter referred to as "Lessor") and Hawkinson Brothers, Inc whose mailing address is 366 Knox Road 2000 N Galesbug, IL (hereinafter referred to as "Lessee").

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land. Length of Tenure. and Amendments

- A. Description of Land.** The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of Knox and the State of Illinois and described in **Exhibit 1**. The actual number of acres of the premises leased shall be reviewed annually, due to sale or development, at least four (4) months prior to the end of the current term, and defined in a letter to Lessee after annual review.
- B. Length of tenure.** The term of this lease shall be from March 1, 2026, to December 1, 2028, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. This lease may be extended to a maximum of two (2) additional one (1) year terms. All provisions of this lease, including the annual fixed cash rent set forth below, shall be in full force and effect during any extension(s) of this lease. To exercise an option to extend this Lease for any additional term Lessee must provide Lessor with written notice of intent to do so at least four (4) months prior to the end of the current term.
- C. Amendments & Alterations.** Changes to this lease may be made in writing in the space provided in the form at the end of this lease at any time by mutual agreement of both parties. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 2. Fixed Cash Rent

- A.** Lessee agrees to pay Lessor an annual fixed cash rent for the following farm tract/s as identified in Exhibit 1:

5.0 acres of crop land at \$200.00 per acre

TOTAL ANNUAL CASH RENT of \$ 1,000.00 per year

Upon signing this lease, Lessee shall pay 100% of the annual cash rent. Upon the extension of this lease, Lessee shall pay cash rent in the following installments: 100% on **March 1st**.

- B.** If Lessee does not pay rent or additional rent for a period of ten (10) days from the day when the same shall have been due and payable, then Lessee, in addition to any other remedies available

Cash Rent Farm Lease Agreement

to Lessor, shall pay a service charge at the rate of one percent (1%) per month (or at the legal maximum in the jurisdiction in which the Premises are located, whichever is less) on any outstanding unpaid amount for each month or portion of a month that the same shall remain unpaid; provided, however, that such service charge shall, in no event, be less than \$25.00 for any month or portion thereof.

Section 3. Lessor's Investments and Expenses

The Lessor agrees to furnish the property and to pay the items of expense listed below:

- A. The above-described farm, excluding any fixed improvements. However, all buildings and other fixed improvements present on the farm may be provided as convenience in connection with the farming operations, and the Lessor has no obligation hereunder to maintain any building or improvement in a usable condition.
- B. All repair and improvements, which include material and labor, on any buildings or improvements will be at the discretion of the Lessor except as agreed to in amendments to this lease.
- C. Taxes on land, improvements, and personal property owned by Lessor.

Section 4. Lessee's Investments and Expenses

The Lessee agrees to furnish the property and to pay the items of expense listed below:

- A. All the machinery, equipment, labor, fuel, farm/farmstead utilities and power necessary to farm the premises properly.
- B. All charges for light, heat, water, sewer, garbage, and all other utilities and services to the Premises during the term of this Lease.
- C. All license fees and other governmental charges.
- D. The hauling to the farm, except when otherwise agreed, of all material which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
- E. All seed, inoculation, disease-treatment materials, and fertilizers.
- F. The soil pH will be maintained at 6.0 or higher. Lessee will apply limestone to the appropriate areas of the farm to maintain this pH level based on Lessor's recommendations. Lessee would need to have a certified crop specialist from a reputable fertilizer dealer or crop consulting firm draw soil samples from the property and have a certified lab test the samples. The lab or the crop specialist will interpret the pH readings as to the amount of limestone needed to bring the pH level up to above 6.0. Lessee is responsible for furnishing documentation that lime was applied according to recommendations.

Cash Rent Farm Lease Agreement

Section 5. Lessee's Duties in Operating Farm

The Lessee further agrees to perform and carry out the stipulations below.

A. Activities Required:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To prevent noxious weeds (defined by Illinois) and other weeds from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
3. To haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches, to maintain a grass strip 8 feet to 10 feet wide along the edge of any such ditches or water courses, and to refrain from any operation that will injure them.
6. To keep the building, fences (including hedges), and other improvements in good repair and condition as they are when the Lessee takes possession or in as good repair and condition as they may be put by the Lessor during the term of the lease - ordinary wear, loss by fire, or unavoidable destruction excepted.
7. To take proper care of all permanent planting such as trees, vines, and shrubs, and to prevent injury to the same.
8. To keep the farmstead neat and orderly and to remove from the farm or farmstead any garbage or refuse generated and any items that are not involved in the current farming operation at the request of the Lessor.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control and environmental protection requirements and to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
12. To apply chemicals for weed or insect control or other use, when used, at levels not to exceed the manufacturer's recommendation for the soil types involved.
13. To provide to the Lessor, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, and fertilizers used on the farm along with original invoices signed by the Lessee's chemical and fertilizer vendor. The amounts which appear on the invoices must correspond to the amounts on the written reports. Invoices/Receipts must be specific to the farm unit being identified in this lease.

Cash Rent Farm Lease Agreement

14. To dispose of tractor, car, and truck batteries properly. No batteries will be stored on the farm.
15. To dispose of used tires properly. No used tires will be stored on the farm.
16. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

B. Activities Restricted. The Lessee further agrees, unless the written consent of the Lessor has been obtained as an amendment to this lease:

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
3. Not to add electrical wiring, plumbing, or heating to any building. (If consent is given such additions must meet standards and requirements of power and insurance companies and any local zoning and building regulations.)
4. Not to plow permanent pasture or meadowland.
5. Not to allow any stock on any tillable land except by annual agreement.
6. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
7. Not to cut live trees for sale purposes or personal uses.
8. Not to erect or permit to be erected any commercial advertising signs on the farm, other than seed variety signs.
9. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.
10. Not to store chemicals on the property for more than one year. When chemicals or petroleum products are stored on the farm, they will be only those planned to be used on the farm and they will be in closed, tight containers above ground and clearly marked. No chemicals or chemical containers will be disposed of on the property.
11. Not permit the existence of any nuisance on the Premises and keep the same free of any explosive, flammable or combustible material which would increase the risk of fire, except such material necessary to Lessee's or any permitted sub-Lessee's business.
12. Not handle or store any dangerous or potentially dangerous materials or any hazardous or toxic materials, as defined under state or federal laws.
13. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:
14. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

Cash Rent Farm Lease Agreement

Section 6. Management and Business Procedures

The Lessor and Lessee agree that they will observe the following provisions:

- A. General Cropping System.** Except when mutually decided otherwise, the land use and cropping shall be 5.0 acres for rotated crops.
- B. Insurance.** For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder for the following types and in stated minimum amounts:

Liability Insurance:	\$250,000 per person \$500,000 per occurrence
Property Damage:	\$500,000 per occurrence
Workers Compensation	As required by State Statute

Lessee shall furnish Lessor with a Certificate of Insurance and give notice of termination of coverage. Lessee agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.

- C. Fertility Records.** The Lessee agrees to keep records of farm fertility and to furnish an annual report to the Lessor, to include application or fertilizer, limestone, and pesticides on such forms as the Lessor may provide, on or before December 31st.
- D. End of lease reimbursements.** At the end of this lease, the Lessor agrees to reimburse the Lessee:
1. For the Lessee's remaining cost in limestone. The Lessee's remaining cost shall be calculated by depreciating the Lessee's net cost at the rate of 25% (percent) annually.
 2. For the Lessee's cost of soluble phosphate (P_2O_5) and potash (K_2O) fertilizers applied on crops harvested for grain in the last year of this lease minus the amount of these plant food elements, valued at the same rates, contained in the Lessee's share of these crops.
- E. Land use in last year of lease.** If, during the last six months of the lease term, or after notice to terminate has been given if this lease has become a year to year lease, the parties fail to agree on questions of land use, cropping system, fertilizer applications, or any deviations from the lease provisions, then the specific agreements in this lease shall prevail or, in the absence of agreements in the lease, the Lessor shall decide and the Lessee agrees to abide by the Lessor's decisions. Lessor's decisions shall not contradict any provisions in this lease or violate good farming procedures.
- F. Conservation.** Both Lessor and Lessee affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consonant with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices

Cash Rent Farm Lease Agreement

recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

- G. Lessee is responsible for hired labor.** The Lessee shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities, therefore.
- H. Condition of Premises.** It is understood that Lessee has inspected the Premises and takes them "AS IS." Lessor is not obligated by this Lease to make any changes, removals, or repairs of any kind.

Section 7. Termination, Default, Possession, Lessor's Lien, Right of Entry, Mineral Rights, Liability, Extent of Agreement

The Lessor and Lessee agree to the following provisions.

- A. Termination.** Termination of lease may be made by Event of Default or At Will by Lessor.
1. Termination by "Event of Default" - As to any Event of Default by either party, the lease may be terminated by the other party by serving a written notice citing the Events (s) of default and specifying a termination date of ten (10) days from the date of such notice. Settlement shall then be made in accordance with the reimbursement agreements of Section 6.D., and any amendments to this lease.
 2. Termination "At Will" by Lessor - Lessor may cancel this Lease or may terminate it with respect to all or a portion of the Premises by providing ten (10) days advance written notice to Lessee. In the event that Lessor terminates this Lease with respect to all or a part of the Premises prior to harvest, Lessor will compensate Lessee by refunding to Lessee the pro-rata share of rent paid for acreage subject to termination. If termination occurs before planting, Lessor will reimburse Lessee's pro-rata share of out-of-pocket costs for applications and tillage. If termination occurs after planting but prior to harvest, Lessor will pay to Lessee the pro-rata share of sum subject to termination. In the event that termination occurs after harvest, Lessee will not be entitled to any rebate of rent or reimbursement of expense under the terms of this section, other than the settlement in accordance with the reimbursement agreements of Section 6.D., and any amendments to this lease.
- B. Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this lease:
1. Failure of either party to carry out substantially the terms of this lease in due and proper time.
 2. Either party (i) becomes insolvent; or (ii) is unable to, or admits in writing its inability to pay its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property;

Cash Rent Farm Lease Agreement

or (iv) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or (v) becomes the subject of a creditor's petition for liquidation, reorganization or to effect a plan or other arrangement with creditors; or (vi) applies to a court for the appointment of a custodian or receiver for any of its assets; or (vii) have a custodian or receiver appointed for any of its assets (with or without its consent); or (viii) otherwise become the subject of any insolvency proceedings or propose or enter into any formal or informal composition or arrangement with its creditors.

3. Failure of Lessee to pay the cash rent when due under Section 2.A. of the lease.

4. Death of Lessee.

- C. Yielding possession.** The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of _____ per day or the statutory double rent, whichever is less, for each day the Lessee remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.
- D. Lessor's lien.** The Lessor's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Lessee in favor of Lessor, shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. Lessee consents to any filing required by law to perfect the statutory Lessor's lien upon crops. If the Lessee fails to pay the rent due or fails to keep any of the agreements of this lease, Lessee shall provide the Lessor with the names of persons to whom the Lessee has arranged to sell crops grown on these premises. Also all costs and attorney fees of the Lessor in enforcing collection or performance shall be added to and become a part of the obligations payable by the Lessee.
- E. Lessor's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of crops, to develop mineral resources as provided in Clause F below, or, after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Lessee in carrying out the regular farming operations.
- F. Mineral rights.** Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with

Cash Rent Farm Lease Agreement

the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for crops destroyed by these activities and to release the Lessee from obligation to continue farming this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.

- G. Lessor liability.** The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.
- H. Indemnity.** Lessee shall indemnify, and hold Lessor and Lessor's affiliated companies, its or their officers, directors, employees, agents, and contractors, harmless against and from all claims (including without limitation, actions, demands, expense, costs, attorney's fees, court costs (and judgment) for death of or injury to persons whomsoever or loss or destruction of or damage to property whatsoever in any way arising out of or caused or contributed to by the Lessee's presence on or use of the Premises hereby leased, except when such claims are caused by the sole negligence of the Lessor or Lessor's affiliated companies, its or their officers, directors, employees, agents or contractors. The provisions of this Paragraph shall survive the termination of this Lease.
- I. Condemnation.** If all or any part of the Premises is subjected to taking under eminent domain laws, this Lease shall terminate from the time possession is taken by the condemning entity. Prepaid rentals will be prorated and the unearned rental returned to Lessee. Lessee agrees that it is not entitled to, and hereby disclaims, any award made for such taking, excepting only an award issued solely and expressly to compensate for the taking of personal property or buildings owned or constructed by Lessee.
- J. Costs and Attorneys' Fees.** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, it becomes necessary to retain an attorney, or use retained counsel, and expend fees as a result of the other party's breach, then the breaching party agrees to pay all reasonable costs and attorneys' fees in connection therewith.
- K. Right of Re-entry.** Lessor reserves the right to re-enter the Premises at any time during this Lease without extinguishing the Lessee's obligation to pay rent.
- L. Notices.** Any notice, election or other correspondence required or permitted pursuant to this Lease shall be deemed to have been properly given when made in writing and effective when delivered personally to the party to whom directed, or when deposited in the United

Cash Rent Farm Lease Agreement

States mail, certified, with all necessary postage or charges fully prepaid, returned receipt requested and addressed to the party to whom directed at its address specified below:

As the Lessor:	City of Galesburg Eric Hanson City Manager 55 West Tompkins Street Galesburg, Illinois 61401
As to Lessee:	<u>Hawkinson Brothers, INC.</u> <u>366 Knox Road 2000N</u> <u>Galesburg, IL 61401</u>

Either party hereto may change its address for the purpose of receiving notices or communications hereunder by furnishing notice thereof to the other party in compliance with this section.

- M. Severability.** Unless otherwise provided, or unless the context shall otherwise require, words importing the singular number shall include the plural number, words importing the masculine shall include the feminine gender, and vice versa. If any provisions of this Lease or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Lease and any other application of such provision shall not be affected thereby.
- N. Entire Agreement.** This Lease represents the entire Lease between the parties and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless or until approved in writing by both parties.
- O. Governing Law.** This Lease shall be governed and construed in accordance with the laws of the state of province where the Premises are located.
- P. Headings.** The heading of each section of this Lease is for convenience only and it shall not be deemed a construction of intent of any such section.
- Q. Binding Effect.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.
- R. Laws and Certifications.**
 1. Anti-Bribery/Barred from Bidding Certification - Lessee certifies that it is not barred from being awarded a contract or subcontract with an agency of the State of Illinois under Article 50 Procurement Ethics and Disclosures of the Illinois Procurement Code. (30 JLCS 500/50-5)
 2. State Laws. This Lease is governed and interpreted in accordance with the laws of the State of Illinois.

Cash Rent Farm Lease Agreement

3. Equal Employment/Non-discrimination - Lessee agrees to comply with applicable provisions of the Illinois Human Rights Act, the Americans with Disabilities Act, Section 504 of the U.S.I Rehabilitation Act and the rules applicable to each.
4. Liability - It is understood and agreed that neither party to this Lease will be legally liable for any negligence or wrongful act either of omission or commission chargeable to the other unless such liability is imposed by law and that this lease will not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
5. Waiver - The waiver by Lessor or Lessee of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any breach of the same or other term, covenant or condition herein contained.

Section 8. Additional Agreements

See attached section entitled "Agreement Securing the Payment of Rent"

Signatures of parties to lease:

LESSOR: City of Galesburg, Illinois
A Municipal Corporation

By: _____
Peter Schwartzman, Mayor

Attest:

Kelli Bennewitz, City Clerk

LESSEE: Hawkinson Brothers, Inc

By: _____
owner

By: _____
owner

Cash Rent Farm Lease Agreement

Agreement Securing the Payment of Rent

The Lessee hereby grants, for value received, to Lessor (The secured party) a security interest in the following described property (hereinafter called "the collateral"), and all additions and accessions thereto, and proceeds thereof.

This security interest is given to secure the payment of rent and the faithful performance of all of the Lessee's obligations under this lease, whether direct, absolute or contingent, now due or to become due and whether now existing or hereafter arising.

The collateral described by this security agreement is the following:

1. All the crops--annual and perennial--including, but not limited to com, sweet com, soybeans, alfalfa, and wheat, which are growing or to be grown on the farmland as identified in Exhibit 1.

Lessee hereby warrants that he will provide the Lessor with a written list containing the names and addresses of parties to whom the collateral may be sold, and the names and addresses of any commission merchants through whom the collateral is or may be sold in the "Event of a Default" be Lessee. Lessee will not sell collateral to or through any party, unless it is approved by the Lessor after seven days written notice is provided the Lessor.

Signatures of parties to lease:

LESSOR: City of Galesburg, Illinois
A Municipal Corporation

By: _____
Peter Schwartzman, Mayor

Attest:

Kelli Bennewitz, City Clerk

LESSEE: Hawkinson Brothers, Inc

By: _____
owner

By: _____
owner

Cash Rent Farm Lease Agreement

Amendments to the Lease

- A. Improvements referenced in Section 3.B. made by the Lessee at the Lessee's own expense. When the Lessor and Lessee agree that the Lessee may make all or part of an improvement (such as buildings, additions to buildings, major repairs, fences, bathrooms, water systems, etc.) to the farm at the Lessee's own expense and that the Lessee is to be reimbursed for any costs remaining at the end of the lease, the necessary information shall be recorded in one of the following blanks and, after being duly signed by both parties, it shall become a part of the lease above and obligate the Lessor and his or her heirs and assigns to make such reimbursement. Such improvements become the Lessor's property upon completion of the form below. The Lessor thereby assumes the responsibility for property taxes, insurance coverage, and risk of loss.

Description and location of the improvement	Lessee's net cost	Annual rate of depreciation (percent)	Date depreciation begins	Signatures and Date Signed
1.				Lessor:
				Lessee:
2.				Lessor:
				Lessee:

- B. Lessor's written consent of Lessee not to abide by the restrictions in Section 5.B.

1. Item: _____. Description and restrictions: _____.

Date: _____. Lessor's Signature: _____.

2. Item: _____. Description and restrictions: _____.

Date: _____. Lessor's Signature: _____.

- C. Other amendments: To be dated, signed and attached to both Lessor's and Lessee's copies of the lease.

1. _____ : _____ : _____.

2. _____ : _____ : _____.

Cash Rent Farm Lease Agreement

Amendments to the Lease (continued)

D. Lease Extensions

Lease Extension #1 This lease, originally dated _____, 20____, shall be extended... From _____, 20____, , To _____, 20____. . Signed: _____, 20____. . _____. Lessor _____. Lessee _____. Lessee	Lease Extension #2 This lease, originally dated _____, 20____, shall be extended... From _____, 20____, , To _____, 20____. . Signed: _____, 20____. . _____. Lessor _____. Lessee _____. Lessee
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EXHIBIT 1

12 acres of land in the Northwest corner of the Northwest Quarter of Section 34, in Township 12 North, Range 1 East of the Fourth Principal Meridian, Knox County, Illinois, described as follows: commencing at the Northwest corner of the Northwest Quarter of Section 34, thence East 48 rods, thence South 40 rods, thence West 48 rods, thence North 40 rods to the place of beginning; excepting from said 12 acres

(A) A tract of land described as follows: commencing at a point 40 rods South of the Southwest corner of the Southwest Quarter of Section 27, thence North 6 rods and 11 feet, thence East 48 rods, thence South 6 rods and 11 feet, thence West 48 rods to the place of beginning;

And, also excepting and excluding therefrom:

(B) A tract of land described as follows: beginning at the Northwest corner of the Northwest Quarter of said Section 34, running thence East along the North line of said Northwest Quarter of Section 34 a distance of 464 feet, thence South $2^{\circ}10'$ East 226 feet, thence Westerly 470.5 feet to a point on the West line of said Section 34 which is 224 feet South of the point of beginning, thence North to the point of beginning, containing 2.41 acres.

Parcel Identification Number: 05-34-101-002



26-4022

City Council Meeting

Agenda Item Overview

February 16, 2026

AGENDA ITEM: Approval to Submit 2026 OPEB Contributions to the City's OPEB Trust

SUMMARY RECOMMENDATION: The City Manager and Director of Finance recommend approval to submit the budgeted 2026 OPEB contributions to the City's OPEB Trust account.

BACKGROUND: In addition to pensions, many state and local government employers provide other postemployment benefits (OPEB), such as health insurance, as part of the total compensation offered to attract and retain the services of qualified employees. From an accrual accounting perspective, the cost of OPEB, like the cost of pension benefits, generally should be associated with the periods in which the exchange occurs, rather than the periods when benefits are paid or provided. The annual OPEB cost is equal to the employer's annual required contribution (ARC) to the plan, with certain adjustments if the employer has a net obligation for past under or over contributions.

As of the last audit, for fiscal year ending 2025, the City's OPEB liability is as follows:

Description	Amount
Total OPEB liability	\$14,490,120
Plan assets in OPEB trust	\$2,755,179
Net OPEB liability	\$11,734,941

Since 2013, the City Council has been proactive and has been annually contributing funds, on average approximately \$143,451, to the City's OPEB Trust to offset the City's OPEB liability. Funding the Trust helps to reduce the City's liability and may be viewed positively when the City is requesting or receiving a credit rating which then may help lower interest costs when issuing debt. As of the last quarterly statement received, the ending balance for the OPEB Trust is \$3.33 million. For fiscal year 2026, administration is recommending that the City, excluding the Library and Township, contribute \$149,340 to the City's OPEB Trust account.

BUDGET IMPACT: Sufficient funds are budgeted in the following funds: General, Water, Park & Recreation Fund, Transit Fund, and Refuse Fund.

SUPPORTING DOCUMENTS: None



26-4023

City Council Meeting

Agenda Item Overview

February 16, 2026

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

SUMMARY RECOMMENDATION: The City Manager and Public Works Director recommend approval of the second amendment to the Community Power Group (CPG) lease.

BACKGROUND: On February 26, 2018, the City Council approved a letter of intent with Community Power Group (CPG) to develop three community solar gardens, two to be located at the Logistics Park and one to be located at the Airport. CPG plans to install a 2.0 megawatt solar array on the leased Airport property. The 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 is 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 the agreement. 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.

In the original lease agreement, 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. The City approved a lease amendment in 2024 that extended the date to start construction by two years. Due to the solar array being located on airport property, CPG had to obtain FAA approval for the installation, which has caused delays in the project and no construction has started to date. CPG has requested an additional two-year extension to the lease agreement and has agreed to pay the City an additional \$5,000 for the extension. CPG has made significant progress since the 2024 extension and is expecting final FAA approval anytime. They plan to be under construction this summer. The additional 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, and City staff recommend approval.

BUDGET IMPACT: Community Power Group will pay an additional \$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.

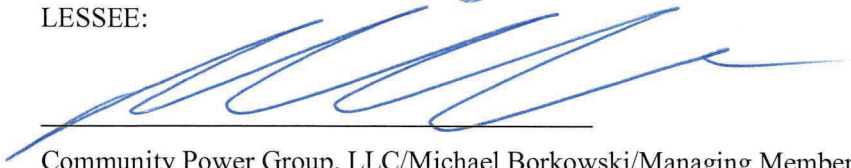
K.15. Nuisance At all times during the Lease Term and such further time as Lessee occupies the Premises, Lessee agrees not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise 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:

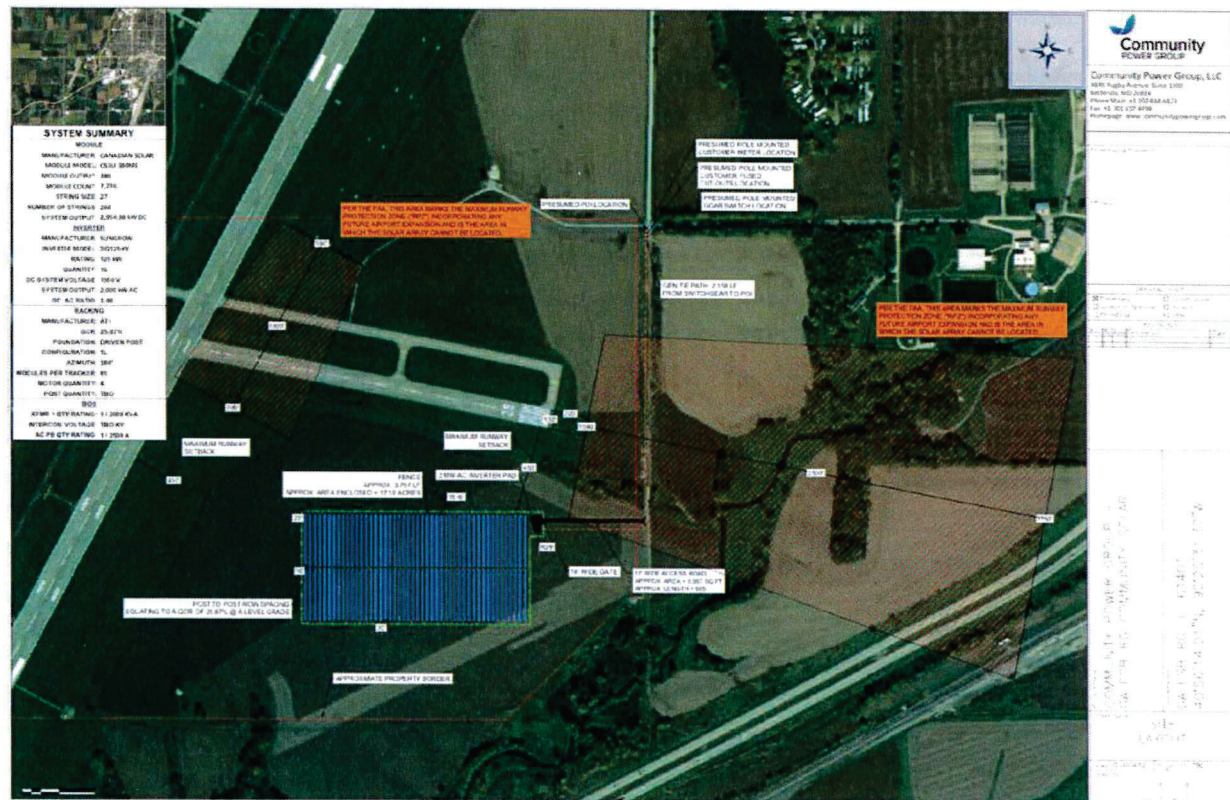


City of Galesburg

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

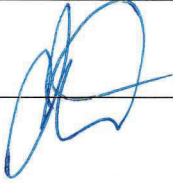
NICHOLAS J MENTO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires
December 11, 2021

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





SECOND AMENDMENT TO SOLAR FACILITY SITE LEASE AGREEMENT

This SECOND LEASE AMENDMENT ("Amendment") with an effective date of February 7th, 2026 (the "Amendment Date") is made by and City of Galesburg, an Illinois home rule municipal corporation ("Lessor") and Galesburg Air Solar 1 LLC, a Delaware limited liability company ("Lessee").

WHEREAS, Lessee and Lessor entered into a Solar Facility Site Lease Agreement dated February 8, 2019 (the "Agreement") and a first amendment to the Agreement was executed on March 4th, 2024.

WHEREAS, Lessee and Lessor wish to make certain changes to the Agreement, and Lessee wishes to make up to an additional \$5,000 in payments 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 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 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. In addition, the Lessee shall also have the right to purchase a Third and Fourth Extended Period for up to one (1) additional years to start construction each (the "Third Extended Period" and "Fourth Extended Period") at a rate equal to two thousand five hundred dollars (\$2,500) each at the commencement of the Third and Fourth Periods respectively. 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 _____ 2026.

Signatures below.



Lessee:

Galesburg Air Solar 1 LLC

By: 

Michael Borkowski

Title: Managing Member

Lessor:

City of Galesburg

By: _____

Name:

Title:

TOWN OF THE CITY OF GALESBURG

Date: February 16, 2026Agenda Number: 26-9003

TOWN FUND	<u>\$9,942.03</u>
GENERAL ASSISTANCE FUND	<u>\$6,742.40</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$4,385.22</u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$21,069.65</u>

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02/10/26

Accrual Basis

TOWN of the City of Galesburg - TOWN
Advance Pay Vendor Summary by Month
Jan 27 2026 - Feb 9 2026

	Jan 26 - 31, 26	Feb 1 - 9, 26	TOTAL
Ameren Illinois	0.00	501.75	501.75
CityGalesburg EXPENSES	0.00	155.10	155.10
DEVNET	3,150.00	0.00	3,150.00
I.M.R.F.	0.00	4,101.57	4,101.57
Marshall & Swift	0.00	1,082.15	1,082.15
OSI	189.00	66.47	255.47
Royal Cleaning	0.00	452.00	452.00
Top Notch Outdoors	200.00	0.00	200.00
Tri-States Water	43.99	0.00	43.99
TOTAL	3,582.99	6,359.04	9,942.03

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02/10/26

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
Jan 27 2026 - Feb 9 2026

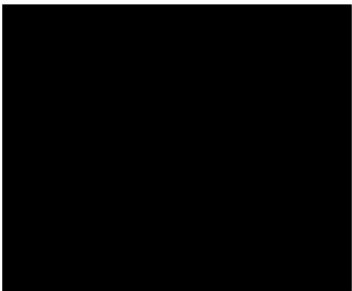
	Date	Num	Name	Memo	Paid Amount
No item					
	01/27/2026	26296	City WATER Galesburg		337.45
	01/27/2026	26297	AMEREN PLEDGE		119.88
	01/27/2026	26298	LL Curtis, Michael		456.00
	01/27/2026	26299	AMEREN PLEDGE		62.44
	01/27/2026	26300	LL Mary Allen West		20.00
	01/27/2026	26301	City WATER Galesburg		251.32
	01/27/2026	26302	LL Finzel, Paul		456.00
	01/27/2026	26303	AMEREN PLEDGE		67.45
	01/27/2026	26304	LL Mary Allen West		20.00
	01/29/2026	26305	LL Vanguard Properties, L...		456.00
	01/29/2026	26306	LL KCHA		20.00
	01/29/2026	26307	LL KCHA		32.00
	01/29/2026	26308	AMEREN ILLINOIS		82.15
	01/29/2026	26309	Purple Hanger		50.00
	01/30/2026	26310	LL KCHA		8.00
	01/30/2026	26311	LL KCHA		20.00
	01/30/2026	26312	AMEREN ILLINOIS		127.83
	01/30/2026	26313	City WATER Galesburg		85.12
	01/30/2026	26315	LL Finzel, Paul		456.00
	02/05/2026	26316	LL Mary Allen West		20.00
	02/05/2026	26317	LL Wilcox Properties		400.00
	02/05/2026	26318	City WATER Galesburg		438.78
	02/05/2026	26319	LL Whiting Hall		32.00
	02/05/2026	26320	AMEREN ILLINOIS		178.85
	02/05/2026	26321	City WATER Galesburg		334.22
	02/05/2026	26322	AMEREN ILLINOIS		62.65
	02/05/2026	26323	LL KCHA		11.00
	02/05/2026	26324	LL KCHA Laundry		20.00
	02/05/2026	26325	LL Mary Allen West		20.00
	02/09/2026	G19954	Shoe Sensation		44.99
	02/09/2026	G20024	Shoe Sensation		44.98
	02/09/2026	G19913	Shoe Sensation		40.49
	02/09/2026	G19960	Shoe Sensation		31.49
	02/09/2026	G19870	Salvation Army Thrift Store		39.91
	02/09/2026	G19803	Salvation Army Thrift Store		46.39
	02/09/2026	G19894	Salvation Army Thrift Store		47.35
	02/09/2026	G19930	Salvation Army Thrift Store		49.39
	02/09/2026	G19953	Salvation Army Thrift Store		48.93
	02/09/2026	G19854	Salvation Army Thrift Store		46.92
	02/09/2026	G20028	Purple Hanger		23.75
	02/09/2026	G20022	Purple Hanger		50.00
	02/09/2026	26329	Winston Rentals & Propert...		1,000.00
	02/09/2026	26330	IL Secretary of State		30.00
	02/09/2026	26331	LL KCHA Laundry		20.00
	02/09/2026	26332	LL KCHA		64.00
Total no item					6,274.23
TOTAL					-6,274.23

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02/10/26

**TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report**

Jan 27 2026 - Feb 9 2026

Type	Name	Num	Date	Memo	Amount
Jan 27 - Feb 9, 26					
Bill	Purple Hanger	G20028	02/09/2026		23.75
Bill	Purple Hanger	G20022	02/09/2026		50.00
Bill	Salvation Army Thrift Store	G19870	02/09/2026		39.91
Bill	Salvation Army Thrift Store	G19806	02/09/2026		46.89
Bill	Salvation Army Thrift Store	G19894	02/09/2026		47.35
Bill	Salvation Army Thrift Store	G19930	02/09/2026		49.39
Bill	Salvation Army Thrift Store	G19953	02/09/2026		48.93
Bill	Shoe Sensation	G19954	02/09/2026		44.99
Bill	Shoe Sensation	G20024	02/09/2026		44.98
Bill	Shoe Sensation	G19913	02/09/2026		40.49
Bill	Shoe Sensation	G19960	02/09/2026		31.49

Jan 27 - Feb 9, 26

468.17

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02/10/26

Accrual Basis

TOWN of the City of Galesburg - IMRF**IMRF Payment Due Report**

Jan 27 2026 - Feb 9 2026

Type	Date	Num	Name	Split	Amount
107 - Cash - CBI -IMRF FUND					
Check	02/02/2026	4593550	I.M.R.F.	416...	-4,101.57
Total 107 - Cash - CBI -IMRF FUND					-4,101.57
TOTAL					-4,101.57

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02/10/26

Accrual Basis

SSMC FUND
SSMC Transactions
 Jan 27 2025 - Feb 9 2025

Type	Date	Name	Memo	Split	Amount
108 · Cash - CBI -SSMC FUND					
Transfer	01/28/2026		Funds Transfer January 2026 2nd PP	128 · IL Funds - ...	5,000.00
Check	01/30/2026	Illinois ...	January 2026 2nd PP Conf 0-718-382-960	212 · Social Sec ...	-758.49
Check	01/30/2026	FEDER...	January 2026 2nd PP Conf 270643372555440	-SPLIT-	-3,626.73
Total 108 · Cash - CBI -SSMC FUND					614.78
TOTAL					614.78