

CITY OF
GALESBURG
ILLINOIS

June 15, 2026

City Council Agenda



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



CITY OF
GALESBURG
ILLINOIS



City Council Meeting Agenda

City Council Chambers

June 15, 2026

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from June 1, 2026

Public Comment

Consent Agenda #2026-12

26-4037	Approve	Special Event Application, The Galesburg Gauntlet, Disc Golf Tournament
26-4038	Approve	Galesburg Public Transportation & Knox County Health Department Service Contract
26-8011	Bills and Advance Checks	Approval and Warrants Drawn in Payment of Same

Passage of Ordinances and Resolutions

26-1011	Ordinance	Annexing City-owned Lot Adjacent to Lincoln Park & Bunker Links (Parcel 05-34-101-002) – Final Reading
26-1012	Ordinance	Donation of Decommissioned Police Squad Vehicle to GAVC – First Reading
26-2012	Resolution	Ameren Airport Solar Site Permanent Easement

Bids, Petitions and Communications

26-3021	Bid	Acoustic Leak Detection System
26-3022	Bid	2027 Ford Police Interceptor
26-3023	Bid	Sale of Surplus City Owned Real Estate

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

26-4039	Approve	Airport Solar Site Lease Agreement, 3 rd Amendment
26-4040	Approve	Agreement with BNSF Railway Regarding Work at First and Pearl Streets Crossing
26-4041	Approve	Memorandum of Understanding, Burlington Junction Railway

Town Business

26-9012	Approve	Bills
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Closing Comments

Adjournment



CITY MANAGER'S OFFICE

Operating Under Council – Manager Government Since 1957

CITY COUNCIL MEETING

City Manager's Report

June 15, 2026

CONSENT AGENDA #2026-12

Item 26-4037 Special Event Application, The Galesburg Gauntlet, Disc Golf Tournament

Staff request Council consideration of The Galesburg Gauntlet special event, a disc golf tournament proposed for June 27, 2026, at the Lake Storey Disc Golf Course and Kiwanis Disc Golf Course. The event is expected to attract approximately 20 participants and will consist of two rounds of disc golf competition. Prize awards will be provided in the form of gift certificates redeemable at Yanks and Shanks Disc Golf, LLC. The event is not anticipated to have a budget impact on the City.

Item 26-4038 Galesburg Public Transportation & Knox County Health Department Service Contract

Staff recommend approval of a service contract between Galesburg Public Transportation and the Knox County Health Department for the provision of paratransit services. The Public Transportation Advisory Commission reviewed the agreement and recommended approval, with concurrence from the City Manager, Director of Community Development, and Transit Manager. The contract allows payments from the Knox County Health Department to be recorded as local match rather than program revenue, enabling the City to maximize the use of Downstate Operating Assistance Program (DOAP) funds allocated by the State of Illinois. This arrangement will help reduce the City's contribution to the public transportation budget while supporting continued paratransit services.

Item 26-8011 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 26-1011 Annexing City-owned Lot Adjacent to Lincoln Park & Bunker Links (Parcel 05-34-101-002), Final Reading

Staff recommend approval of an ordinance annexing approximately 6.76 acres of vacant land adjacent to Lincoln Park and Bunker Links Golf Course, identified as Property Identification Number 05-34-101-002. The City Council approved the purchase of the property at its June 2, 2025 meeting. The parcel is currently being farmed and is zoned C, Conservation in the County. Upon annexation, the property will automatically be zoned AG, Agricultural District, in accordance with City ordinance. While there are no immediate development plans for the site, the property provides strategic value for future municipal purposes or development

opportunities. Approval of the annexation ordinance will have no impact on the budget.

Item 26-1012 Donation of Decommissioned Police Squad Vehicle to GAVC, First Reading

Staff recommend approval of an ordinance authorizing the sale of a decommissioned 2013 Ford Explorer police vehicle to the Galesburg Area Vocational Center (GAVC) for \$1.00. GAVC provides career and technical education programs for local students and uses retired police vehicles as part of its hands-on law enforcement curriculum, including training with specialized equipment and traffic stop procedures. The City previously donated a vehicle to the program in 2012, and that vehicle has now exceeded its useful life. The retired vehicle will be housed and maintained by Galesburg CUSD 205, used exclusively for training purposes on school property, and all police markings will be removed prior to transfer. While the sale will forgo an estimated \$2,000 to \$4,000 in auction revenue, the donation supports workforce development and provides practical training opportunities for students interested in careers in law enforcement.

Item 26-2012 Ameren Airport Solar Site Permanent Easement

Staff recommend approval of an easement agreement with Ameren Illinois to support the connection of a proposed solar energy project at Harrel W. Timmons Galesburg Regional Airport to the electrical grid. The City Council previously approved the lease of airport property for the development of a solar array project, and the energy generated by the facility requires connection to Ameren's infrastructure. To facilitate this connection, Ameren has requested a perpetual easement measuring approximately 20 feet by 110 feet in an existing farm field near the end of Pickard Road. Approval of the easement will allow construction of the infrastructure necessary to serve the solar project. Ameren Illinois will compensate the City \$1.00 for the easement.

BIDS, PETITIONS AND COMMUNICATIONS

Item 26-3021 Acoustic Leak Detection System

Staff recommend approval of the proposal from Core and Main, in partnership with Orbis Intelligent Systems, in the amount of \$39,375 for the purchase of an acoustic water leak detection system. The City's Water Division has identified a non-revenue water rate of approximately 40%, largely attributable to leaks and water main breaks within the aging water distribution system. During a recent trial, Orbis Smartcap devices successfully identified multiple leaks, demonstrating the system's ability to proactively detect small leaks before they develop into major breaks that can cause property damage and service disruptions. Following a competitive request for proposals process, staff evaluated submissions from two vendors and determined that Core and Main provided the lowest and most comprehensive proposal, including hardware, software, and data services. The system is expected to be installed and operational later this summer. Funding for the purchase is available within the Water Fund (Fund 61).

Item 26-3022 2027 Ford Police Interceptor

Staff recommend approval of the bid from Vogler Motor Company, Inc. in the amount of \$49,768 for the purchase of a 2027 Ford Police Interceptor Utility AWD to replace a police squad vehicle that was declared a total loss following an accident in October 2025. The replacement vehicle is needed to maintain daily police operations and was specified as a gasoline-powered model due to ongoing issues experienced with the City's current hybrid police interceptors. Following a

competitive bidding process, four Ford dealerships submitted proposals, and Vogler Motor Company provided the lowest responsive bid meeting all required specifications. The vehicle is part of the final production run of gas-powered Police Interceptor models, with delivery anticipated in October 2026. The purchase will be funded through insurance proceeds received for the totaled vehicle and available funds within the Vehicle Replacement Fund.

Item 26-3023 Sale of Surplus City Owned Real Estate

Staff recommend approval of bids for the sale of twelve City-owned vacant parcels offered through the City's 2026 property sale program. Thirteen tracts were made available for purchase, with bids received on twelve properties, including one tract with a single bid and eleven tracts with multiple bids. Staff recommend accepting the highest bids on ten tracts, the sole bid on one tract, and the best bid on one tract where equal bids were submitted, based on the proposed development plan and ownership of adjoining property. The recommended sales would return twelve properties to private ownership, promote redevelopment and productive use of vacant land, and eliminate ongoing maintenance costs associated with the parcels. If approved, the City will receive \$11,001.01 in sale proceeds, which will be deposited into the Property Redevelopment Fund (Fund 23). Approval of property sale bids requires a three-fourths majority vote of the City Council.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

Item 26-4039 Airport Solar Site Lease, Agreement, 3rd Amendment

Staff recommend approval of the third amendment to the lease agreement with Community Power Group (CPG) for the development of a community solar garden on underutilized property at Harrel W. Timmons Galesburg Regional Airport. The original lease was approved in 2019 following City Council authorization of a letter of intent in 2018 for the development of community solar projects. The proposed amendment incorporates requirements identified through Federal Aviation Administration and project financing reviews, including establishing the final lease area, defining a construction laydown area, requiring final project drawings and survey documentation, reserving the City's perpetual right of flight over the property, and adding restrictions necessary to protect airport operations. The amendment also removes duplicative inspection language and waives the City's option to receive a reduced upfront lease payment. Construction of the 2.0-megawatt solar facility is anticipated to begin later this year. There is no budget impact associated with this action.

Item 26-4040 Agreement with BNSF Railway Regarding Work at First and Pearl Streets Crossing

Staff recommend approval of an agreement with Burlington Northern Santa Fe (BNSF) Railroad to allow City forces to complete crossing-related work at the closed E. 1st Street crossing near S. Pearl Street as part of planned improvements on the BNSF Peoria Subdivision. The broader project includes installation of gate arms and updated warning circuitry at railroad crossings in partnership with the City and the Illinois Commerce Commission (ICC), funded through Grade Crossing Protection Funds. Following the rejection of initial bids due to cost, the project scope has been revised to reduce expenses, including assigning certain work to City crews. The proposed "C-1" agreement is required by BNSF to authorize City work within railroad right-of-way and outlines applicable safety and operational requirements. If approved, City staff will

remove existing pavement, construct curbing and sidewalk improvements, and complete landscaping at the closed crossing, while remaining project components will be rebid and brought forward for Council consideration. The City will receive \$170,000 in crossing closure incentives to support project costs.

Item 26-4041 Memorandum of Understanding, Burlington Junction Railway

Staff recommend approval of a Memorandum of Understanding with Burlington Junction Railway to evaluate the development potential of approximately 98 acres of remaining rail-served industrial land within the City-owned Galesburg Business Park. The Business Park is an active industrial site, with a portion of the property currently being developed in partnership with The DeLong Company, Inc. for a containerized agricultural terminal supported by U.S. Department of Transportation BUILD funding and private investment. The proposed MOU would allow Burlington Junction Railway to assist in assessing feasibility for additional rail-served industrial development on the remaining acreage. The agreement is exploratory in nature, carries no cost to the City, and does not obligate the City to proceed with any future development proposals, which would remain subject to separate Council consideration. There is no budget impact associated with this action.

TOWN BUSINESS

Item 26-9012 Town Bills

Respectfully submitted,

Eric Hanson
City Manager

Galesburg City Council Regular Meeting
City Council Chambers
55 West Tompkins Street, Galesburg, Illinois
June 1, 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, Charles Reynolds, Dwight White, Greg Saul, and Steve Cheesman, 7. Absent: Council Member Heather Acerra, 1. City Manager Eric Hanson, City Attorney Dan Alcorn, and City Clerk Kelli Bennewitz.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

Semenya McCord gave the invocation.

Council Member Mangieri moved, seconded by Council Member Saul, to approve the minutes of the City Council's regular meeting from May 18, 2026.

Roll Call #2:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

City Attorney Dan Alcorn opened and read sealed bids for the following City-owned properties:

Bidder	Tract	Bid Price
Christopher A'Hearn	1	\$2,750.00
No Limb it Landscaping LLC	1	\$100.00
Michael Holeman	1	\$300.00
No Limb it Landscaping LLC	2	\$100.00
Galesburg Christian School Association	2	\$251.01
No Limb it Landscaping LLC	3	\$100.00
Lomac Payton	3	\$400.00

Bidder	Tract	Bid Price
Shannon Scott	4	\$100.00
No Limb it Landscaping LLC	4	\$100.00
Asencion Duran	4	\$150.00
No Limb it Landscaping LLC	5	\$100.00
Griselda Gandarilla	5	\$100.00
No Limb it Landscaping LLC	6	\$100.00
Mark Rasmussen	6	\$351.00
No Limb it Landscaping LLC	7	\$100.00
No Limb it Landscaping LLC	8	\$100.00
Marc Bailey	8	\$2,000.00
Mark Rasmussen	8	\$351.00
No Limb it Landscaping LLC	9	\$100.00
Jason Ericson	9	\$2,000.00
No Limb it Landscaping LLC	10	\$100.00
Mark Rasmussen	10	\$251.00
iRentals, Inc.	10	\$1,399.00
No Limb it Landscaping LLC	11	\$100.00
Cashton Hillery	11	\$500.00
Mark Rasmussen	11	\$351.00
No Limb it Landscaping	13	\$100.00
Eiker's Outdoor Creations	13	\$1,000.00

PUBLIC COMMENT

Robin Erickson addressed the Council regarding the Pride flag and noted that she flies it year round to signal a safe environment, but emphasized that citizens look to city leadership to establish standards for the entire community. She stated that seeing the Pride flag at City Hall

provided a sense of belonging and served as a visible shield for LGBTQ+ students facing bullying and harassment in school. She stated that proclamations are often stored away and that symbols, such as the flag, provide visibility. She expressed concern that not flying the flag suggests that support for marginalized groups is negotiable and she feels that the Pride flag represents human dignity rather than a political lobby. She urged the City Council to reconsider the ordinance banning flags in favor of a more intentional one or policy framework that allows the City to celebrate historically marginalized groups during recognized heritage months.

CONSENT AGENDA #2026-11

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

26-4034

Approve a Special Event application for the Bridgeway Family Fun Day.

26-5005

Receive a petition to annex the property adjacent to Lincoln Park and Bunker Links Golf Course.

26-8010

Approve bills in the amount of \$531,180.83 and advance checks in the amount of \$772,837.56.

Council Member Reynolds moved, seconded by Council Member Saul, to approve Consent Agenda 2026-11.

Roll Call #3:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

26-1011

Ordinance on first reading annexing the property adjacent to Lincoln Park and Bunker Links Golf Course, Property Identification Number 05-34-101-002.

Council Member Cheesman noted that while several options exist, including potential park improvements or alternative projects, the Bunker Links Golf Course represents a significant success story for the City. He highlighted that the course hosted 31,000 rounds of golf and has been recognized as one of the best-kept secrets in the nation. He commended the professional staff and the outstanding course conditions that attract players from across the Midwest. He stated that while modest investments have been made as funds allowed, the City should consider further enhancements to improve the experience. He expressed his support for the proposal as a means to expand options for the golf course and other areas. The City Manager also noted that for now, the seven acres will continue to be farmed.

BIDS, PETITIONS, AND COMMUNICATIONS

CITY MANAGER'S REPORT

The City Manager highlighted the newly formed employee volunteer committee, Galesburg GIVES, and announced their upcoming food drive scheduled for June 12th, from 7 a.m. to 6 p.m. He added that a fire truck will be on-site and City staff will volunteer throughout the day to collect donations for the FISH Food Pantry. A press release regarding the event has been issued. He also announced that on Wednesday, June 10th, the Galesburg Police Department will host a fundraiser at McDonald's on Henderson Street in support of the Law Enforcement Torch Run for Special Olympics.

The City Manager added that this staff-led committee is dedicated to identifying opportunities for City employees to contribute to the community and to formalize its commitment to public service. He noted that staff participation is anticipated at the Taste of Galesburg, and the group continues to support various initiatives, including food pantry donations and community event volunteering. He expressed his pride in the team's dedication, noting that these efforts encompass a wide range of activities, such as the "Fill the Boot" campaign—where Galesburg's collections currently rank second in the state—and ongoing support for Special Olympics and St. Jude's, and highlight how City staff feel toward the citizens of our community.

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

26-4035

Council Member Saul moved, seconded by Council Member Reynolds, to approve a Minor Plat of the Fieldview Subdivision which is located approximately 1.25 miles outside the City limits. The owner is proposing a two-lot subdivision located at 119 County Road 1300 North.

Roll Call #4:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

26-4036

Council Member Saul moved, seconded by Council Member White, to approve a Minor Plat of the Prina2 Resubdivision. The owner of the property is proposing to subdivide the parcel located at 2320 Grand Avenue into two lots.

Roll Call #5:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

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

TOWN BUSINESS

26-9011

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

Fund Title	Amount
Town Fund	\$96.00
General Assistance Fund	\$3,836.14
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	
Total	\$3,932.14

Roll Call #6:

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

Nays: None

Absent: Trustee Acerra, 1.

Chairman declared the motion carried.

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

CLOSING COMMENTS

Council Member Cheesman noted numerous positive initiatives currently taking place throughout the City, adding his appreciation for the collaborative efforts between various organizations and private citizens that contribute to the community's success. He commended Council Member Mangieri for her expertise and involvement in the Galesburg Orchard Bicycle Cruise, noting the positive publicity it has received. He also highlighted the recent milestones of several local non-profits, including the 50th anniversary of Choral Dynamics and the 30th anniversary of Discovery Depot. He also acknowledged the continued growth and community impact of Judy's, specifically mentioning the recent renovations and new product. He also thanked the students of Galesburg Junior High School for their service in placing flags at the graves of veterans prior to Memorial Day, assisting the VFW and American Legion. He also added that he's a White Sox fan.

Council Member Mangieri expressed her gratitude for the recognition of her steering committee's efforts for the Galesburg Orchard Bicycle Cruise, noting that the work is a collaborative team achievement. She announced that the Cruise is scheduled for June 23rd at 5 p.m. and that registration is \$10, with a deadline of June 18th. Additionally, she noted that she is a loyal St. Louis Cardinals fan, which is how she first learned the game of baseball.

Council Member Hunigan noted that while he is a Cubs fan, he's currently not happy with the team's performance. He announced that Cooke Park is scheduled to open within the next few weeks and expressed his appreciation for the Rotary Clubs of Galesburg's contribution of a Little Free Library along one of the park's paths. He stated that they hope to partner with the nearby daycare center to serve as the steward for the library and expressed his hope that the entire community, not just park visitors, will enjoy this new resource.

Council Member Reynolds stated that he is looking forward to the upcoming bicycle cruise. He also requested that everyone take a moment to reflect on the Tulsa Massacre of June 1, 1921, noting that more than 300 American citizens were killed solely because they were African American. He also noted that he is a Chicago Cubs fan.

Council Member White echoed the sentiments regarding the 105th anniversary of the Tulsa Massacre. He shared that his personal commitment to reading was inspired by former Council Member Hix, leading him to complete books such as "On Tyranny" by Timothy Snyder, "Before the Mayflower" by Lerone Bennett, and "Cry Like a Man" by Jason Wilson. He emphasized the critical importance of education and knowledge as a foundation for all other pursuits. He expressed his support for the Galesburg GIVES food drive and indicated that he plans to contribute. He also highlighted the positive developments at Cooke Park, noting that residents from all portions of the City are coming together to enjoy it, and appreciates the way the facility is serving as a unifying resource for the entire community.

Council Member Saul noted that he has been a loyal St. Louis Cardinals fan since 1964 and a Chicago White Sox fan since his father was raised on Chicago's South Side. He reflected on the certainty of death and taxes, noting that he recently received his tax bill and also extended sympathies on the passing of three friends and fellow graduates: Larry Gutierrez, Sam Rescinito, and Kurt Becker. He also shared that he recently saw the film "Michael" with his family, which he highly recommended for fans of Michael Jackson and Motown music. He also wished Craig Carpenter, Knox County Sheriff's Department, a happy retirement after 36 years of service. Council Member Saul compared this to his experiences at Maytag, where he saw workers stay on the job long after they were eligible to retire, often for only a small increase beyond their pension, and then pass away shortly after retiring. Based on these observations, he urged others to take the opportunity to retire when it becomes available. He also noted that he recently flew his hot air balloon from the former Churchill School and added his appreciation for the beautiful trees planted by Tom Simkins and his volunteers.

Mayor Schwartzman commented on the recent tree planting initiative at the former Churchill School also, noting the participation of several community members, including Community Development Director Steve Gugliotta. He stated that twenty trees were planted and expressed his gratitude for the volunteers who have committed to watering them as well. He reminded the community of the Galesburg GIVES food drive on June 12th from 7 a.m. to 6 p.m. on the Public Square, featuring City volunteers, as well as the Bridgeway event on June 13th.

The Mayor extended his congratulations to Lily Furrow, a Galesburg High School student who was honored with the Don Morris Award, the highest distinction for athletes in the Western Big Six.

He noted her excellence in swimming, basketball, and track, and mentioned that she is only the 12th Galesburg student to receive the award. Reflecting on the Memorial Day parade, he commended Gerald Wright and his team for the ceremony at the Knox County Courthouse to honor those who served and also noted the performance by the Junior High School band. With the start of meteorological summer on June 1st, he urged residents to exercise caution while driving, particularly near parks and neighborhoods where children may be playing. Noting the loss of his father last year, he stressed how important it is to spend time with family during the summer months and shared that he plans to visit his mother later this season.

There being no further business, Council Member Cheesman moved, seconded by Council Member Saul, to adjourn the regular meeting at 6:44 p.m.

Roll Call #7:

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

Nays: None

Absent: Council Member Acerra, 1.

Chairman declared the motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk



26-4037

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: The Galesburg Gauntlet Special Event

SUMMARY RECOMMENDATION: Council Consideration of The Galesburg Gauntlet event to be held around Lake Storey Disc Golf Course and Kiwanis Disc Golf Course on June 27, 2026.

BACKGROUND: The attached special event application proposes a Disc Golf Tournament on June 27, 2026. Estimated attendance is 20 and includes two rounds of Disc Golf and prize money in the form of gift certificates to be used at Yanks and Shanks Disc Golf, LLC

BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Special Event Application

City of Galesburg Special Event Request

Main Info

General Information

Confirm ^{*}

Please select yes to confirm that you have read all of the above procedures and rules outlined above.

☒ Yes

City Owned Property

Will you be requesting a: Shelter, Gazebo, Softball/Soccer Field, Pool, Gym, Pavilion, Plaza, Green Space or the Airport? ^{*}

☐ Yes

☒ No

Will there be over 50 attendees?

☐ Yes

☒ No

Will you be requesting a street closure?

☐ Yes

☒ No

Will you be utilizing a City parking lot?

☐ Yes

☒ No

A special permit fee may be required depending on the event. Please select all that apply ^{*}

☐ Pyrotechnic Event - \$100

☐ Carnival, Fair, Exhibit - \$40

☐ Tents - \$40

☐ Recreational Burn/Fire

☐ Music / Voice Amplification

☐ Bounce House

☐ March, Marathon, Parade or Walk

☒ Public/Private Gathering

Public / Private Gathering

Will you be renting equipment?

Chairs, Tables, etc.

☐ Yes

☒ No

Event Name ^{*}

The Galesburg Gauntlet

Event Information

Type of Event

- ☐ Car Show
- ☐ Parade
- ☐ Live Music
- ☒ Other
- Disc Golf doubles tournament
- ☐ Carnival
- ☐ Run/Walk
- ☐ Wedding

Event Location

Lake Storey Disc golf course and Kiwanis Disc golf Course

Event Description

2 rounds of Disc Golf. Doubles (Partners). \$40 to play. Winners are paid out in funny money to my disc golf shop. Registration is on Disc Golf Scene. 1 round will be played at Lake Storey. 1 round will be played at Kiwanis.

Time Frames

Events less than 30 days may not be approved. Contact the Clerks @ #####-#### for questions

Event Start Date *	Event End Date *
Events less than 30 days may not be approved	
2026-06-27 09:00:00 AM	2026-06-27 04:00:00 PM
Contact the Clerks @ #####-#### for questions	

Event Setup Time	Event Tear down time
-------------------------	-----------------------------

Will Alcohol be served? *	Will food be served? *
☐ Yes	☐ Yes
☒ No	☒ No

Contact Information

Contact Name *

Heath Bearce

Organization Name

Yanks and Shanks Disc Golf, LLC

Address

Street Address

3416 46th Ave

Address Line 2

City

Rock Island

Postal/Zip Code

61201

State/Province/Region

IL

Country

E-mail *

Contact Number



Website

Supporting Documents



26-4038

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Approve a service contract between the City of Galesburg Public Transportation and Knox County Health Department to provide paratransit services.

SUMMARY RECOMMENDATION: The City of Galesburg Public Transportation Advisory Commission met and recommended approval of the service contract between the City of Galesburg and the Knox County Health Department. The City Manager, Director of Community Development, and Transit Manager concur with the Commission's recommendation.

BACKGROUND: This service contract allows payments from the Knox County Health Department to be counted as local match rather than program revenue. Classifying these funds as local match will allow the City to utilize a greater portion of the Downstate Operating Assistance Program (DOAP) funds allocated by the State of Illinois.

BUDGET IMPACT: This service contract will help limit the City's contribution to the public transportation budget by allowing this revenue to be recorded as local match.

SUPPORTING DOCUMENTS:

1. Knox County Health Department service contract

TRANSPORTATION SERVICES AGREEMENT
Between
KNOX COUNTY HEALTH DEPARTMENT
And
CITY OF GALESBURG

This transportation agreement (Agreement) is made and entered into as of the date last written below, between KNOX COUNTY HEALTH DEPARTMENT ("KNOXCOHEALTH") and City of Galesburg, a Home Rule Illinois Municipal Corporation, ("GPT").

RECITALS:

- A. Knox County Health Department is engaged in the business of providing health and related services to the general public.
- B. City of Galesburg Public Transportation is engaged in professional public transportation services and desires to provide its expertise, knowledge, and experience in providing certain services to KNOXCOHEALTH, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, and in reliance upon the recitals set forth above and incorporated herein by reference, the parties hereto agree as follows:

- 1. Transportation Services ("Services"). GPT shall provide to KNOXCOHEALTH during the term of this Agreement the following transportation services:
 - 1.1. Origin to Destination Transportation of established patients identified by KNOXCOHEALTH as having barriers to transportation to attend healthcare appointments at KNOXCOHEALTH locations designated by KNOXCOHEALTH in writing. All rides shall start or end in Knox County, IL.
 - 1.2. Transportation shall occur via ADA compliant vans and/or by other passenger vehicles approved by the State of Illinois, staffed by a professional and qualified driver employed by GPT. All drivers are subject to background check prior to beginning work with the City of Galesburg, IL
 - 1.3. Hours of transportation services shall occur Monday-Saturday (excluding KNOXCOHEALTH or GPT recognized holidays) from 7:00 AM to 5:30PM.
- 2. GPT Service Obligations. In addition to all other rights and obligations created by this Agreement, GPT shall:
 - 2.1. Meet with and report to KNOXCOHEALTH on a regular basis and additional reporting or meetings as necessary and requested by KNOXCOHEALTH within reason.
 - 2.2. Respond in writing within five (5) business days following receipt of any reasonable written request for information or approvals from KNOXCOHEALTH.
 - 2.3. Comply with all industry-standard business practices as well as all Federal, State, and local statutes, regulations, and rules.

3. KNOXCOHEALTH Obligations. In addition to all other rights and obligations created by this Agreement, KNOXCOHEALTH shall:
 - 3.1. Furnish to GPT, on a timely basis, any information which, in KNOXCOHEALTH's opinion, may assist or impact GPT's performance under this Agreement.
 - 3.2. Respond in writing within five (5) business days following receipt of any written request for information or approvals from GPT.
 - 3.3. Subject to KNOXCOHEALTH's standard procedure, provide GPT's personnel reasonable and timely access to KNOXCOHEALTH's facilities, information, and personnel, provided that such access is required by GPT in performance of Services and legal for KNOXCOHEALTH to provide.

4. Compensation.
 - 4.1 Professional Fees. In consideration of the Services to be provided by GPT, KNOXCOHEALTH shall pay to GPT the amounts set forth below. Said professional fees shall be submitted to KNOXCOHEALTH in the form of an invoice in the frequency specified. Hours of operation for GPT are 7:00am to 5:30pm Monday through Saturday, excluding KNOXCOHEALTH Holidays or GPT Holidays.
 - a. The standard fare of \$5.00 per one-way trip will be charged for any trip that begins and ends within the city limits of Galesburg, IL. If needed a client is allowed to have one Personal Care Assistant ride with them at no additional charge.
 - b. The standard fare of \$15.00 per one-way trip will be charged for any trip that begins or ends in any township in Knox County, IL going to or from Galesburg, IL. Return rides would be charged at the same rate. If needed, a client is allowed to have one Personal Care Assistant ride with them at no additional charge.
 - c. The standard fare of \$15.00 per one-way trip will be charged for any trip that begins in Knox County, IL and ends in Monmouth, IL. Return rides would be charged at the same rate. If needed, a client is allowed to have one personal Care Assistant ride with them at no additional charge.
 - d. The standard fare of \$40.00 per one-way trip for essential medical appointments will be charged for any trip that begins in Knox County, IL and ends in Peoria, IL, Moline, IL, Rock Island, IL, or Canton, IL. Return rides would be charged at the same rate. If needed, a client is allowed to have one Personal Care Assistant ride with them at no additional charge.
 - i. If only one way, GPT reserves the right to bill \$40.00 for dead head return trip to Galesburg.
 - e. Special circumstances may arise for a request for a ride outside of normal hours listed in section 4.1 or outside of GPT's normal transportation area. Pricing for these rides may be negotiated between GPT and KNOXCOHEALTH in writing prior to the ride occurring on a case-by-case basis. GPT reserves the right to decline transportation if the ride does not fit

into the transportation schedule for the timeframe requested or if scheduling the ride would cause a negative economic impact to GPT.

- f. Cancellations or no call/no shows. GPT reserves the right to bill for the cost of a planned trip if the driver is enroute prior to a client canceling a ride or if the driver would arrive at the destination and the client does not appear or refuses a ride. This would be noted in billing submitted to KNOXCOHEALTH. Further, clients under this service contract would be subject to the same rules as regular paratransit clients, including suspensions. (Attachment 1)
- g. Per Federal Regulations, all rides are scheduled on a first come; first served basis subject to availability. No prioritization is allowed.

5. Term and Termination.

5.1. Term. This Agreement shall be effective as of the last date of signature for a term of one (1) year therefrom, with the option to review pricing and services on an annual basis for renewal consideration.

5.2. Termination. This Agreement may be sooner terminated on the first to occur of the following:

- a. Termination by Agreement. In the event KNOXCOHEALTH and GPT shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
- b. Termination With Cause. In the event either party shall give notice to the other that such other party substantially defaulted in the performance of any of the obligations under this Agreement, and such default shall not have been cured within ten (10) days following the giving of such notice, the party giving such notice shall have the right to immediately terminate this Agreement.
- c. Termination Without Cause. Either party may terminate this Agreement at any time on thirty (30) days prior written notice without cause.
- d. Government Programs. In the event GPT is excluded from participation in a State or Federal healthcare reimbursement program, this Agreement may be terminated immediately by KNOXCOHEALTH upon written notice to GPT.
- e. IDOT Programs. In the event IDOT would no longer allow such an agreement or Federal and State Funding should cease for the public transportation system in Galesburg, this agreement would be terminated.

5.3. Effects of Termination. Upon termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

- 6. Relationship of the Parties. Is expressly acknowledged by the parties hereto that GPT is an "independent contractor" and nothing in this Agreement is intended nor shall be constructed to create an employer/employee relationship, a joint venture relationship, or a lease or landlord tenant relationship, or to allow KNOXCOHEALTH to exercise control or direction over the manner or method by which GPT performs the services which are

the subject matter of this Agreement; provided always that the services to be provided hereunder by GPT shall be provided in a manner consistent with the standards governing such services and the provisions of this Agreement.

GPT shall be solely responsible for compliance with the payment of all taxes of whatever kind including Social Security, Unemployment Compensation, and Workers Compensation. Accordingly, GPT agrees that all such payments that may be required by law are GPT's sole responsibility, and GPT's covenants and agrees to indemnify and hold KNOXCOHEALTH harmless for any and all claims as a result of their failure to make such payments.

GPT shall have no power to bind KNOXCOHEALTH by contract or otherwise except as provided in this Agreement. GPT would be considered a service provider for KNOXCOHEALTH.

7. Indemnification. KNOXCOHEALTH shall not be responsible for the acts or omissions of GPT, and GPT agrees to indemnify and hold KNOXCOHEALTH harmless from any and all claims and/or liabilities, of whatever nature, caused by any negligent or intentional act or omission of GPT and/or arising from the GPT's performance of services for KNOXCOHEALTH (including any and all claims filed by or on behalf of GPT). GPT shall also indemnify and hold KNOXCOHEALTH harmless from and against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to GPT's performance of this Agreement. The provisions of this Section shall survive the termination of this Agreement for any reason.
8. Confidentiality and Disclosure.
 - 8.1. If GPT will have access to any patient information, data, and/or analytics, including, but not limited to Protected Health information under HIPAA, said information shall also constitute KNOXCOHEALTH's Confidential Information. GPT understands that it is essential to the protection of KNOXCOHEALTH's good will and to the maintenance of KNOXCOHEALTH's competitive position that the Confidential Information be kept secret.
 - 8.2. GPT shall maintain the confidentiality of Confidential Information using at least the degree of care and security as it uses to maintain the confidentiality of its own confidential information. GPT agrees to hold and safeguard the Confidential Information in trust for KNOXCOHEALTH and agrees that GPT will not, without the prior written consent of KNOXCOHEALTH, misappropriate or disclose or make available to anyone for use outside of KNOXCOHEALTH's organization at any time, either during GPT's engagement with KNOXCOHEALTH or following termination of GPT's engagement, for any reason whatsoever, any of the Confidential Information, except as required in the performance of GPT's duties with KNOXCOHEALTH. GPT acknowledges that its disclosure of any of KNOXCOHEALTH's Confidential Information without KNOXCOHEALTH's prior written consent may give rise to continuing irreparable injury to

KNOXCOHEALTH, that, therefore, shall be inadequately compensable in damages at law. Accordingly, KNOXCOHEALTH shall be entitled to obtain immediate injunctive relief against the breach or threatened breach by GPT of any of the foregoing undertakings, in addition to any other legal remedies, which may be available, and GPT hereby consents to the obtaining of such injunctive relief without the necessity of posting a bond.

- 8.3. If required by order of any subpoena or order of any court of competent jurisdiction or other governmental authority, GPT may disclose to such authority date, information, or materials involving or pertaining to Confidential Information to the extent required by such order, provided that GPT shall first have used its best efforts to obtain a protective order reasonably satisfactory to KNOXCOHEALTH sufficient to maintain the confidentiality of such date, information, or materials, and promptly notified KNOXCOHEALTH so as to allow the KNOXCOHEALTH to prevent the disclosure of such information.
- 8.4. Upon termination of GPT's engagement, GPT will deliver to KNOXCOHEALTH copies of any and all reports, records, correspondence, documents and other dates (including, but not limited to, photocopies thereof and/or computer disks, etc.) containing Confidential Information. The provisions of this Section shall survive the termination of this Agreement for any reason.

9. Access to Information. To the extent that the services provided under this Agreement are subject to the provisions of Section 1861 (v)(1)(i) of the Social Security Act and 42 C.F.R., Part 420, Subpart D, entitled "Access to Books, Documents and Records of Subcontractors", GPT shall retain and make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for a period of four years after furnishing services pursuant to this Agreement, this Agreement, and the books, documents and records which are necessary to certify the nature and extent of the costs thereof. If GPT carries out any of their duties under this Agreement through a subcontract, with a value of \$10,000 or more over a twelve month period, with a related organization (as that term is defined in 42 C.F.R. 413.17(1), such subcontract shall contain a clause to the effect that until the expiration of (4) years after the furnish of such service pursuant to such subcontract, the related organization upon written request shall make available, to the Secretary, the Comptroller, or any of their duly authorized representative the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

10. Miscellaneous.

- 10.1. Government Programs. GPT warrants and represents to KNOXCOHEALTH that neither it, nor any of its employees or agents providing performance hereunder, has ever been sanctioned by, suspended, excluded, or barred from participation in any federal or state healthcare program, including without limitation, Medicare, Medicaid, Tricare, and Veterans Health Administration, nor has GPT, its employees or agents providing performance hereunder ever been convicted of a

criminal offense related to healthcare. GPT shall notify KNOXCOHEALTH immediately if any such action is proposed or taken against GPT, its employees or agents, or if GPT, its employees or agents becomes the subject of an investigation that could lead to such action.

- 10.2. Assignment. This agreement and all rights and benefits hereunder are personal to GPT and KNOXCOHEALTH, and neither this Agreement nor any right or interest of GPT or KNOXCOHEALTH herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without the written consent of the other party, which shall not be reasonably withheld, and any attempt at assignment without such consent is void. However, KNOXCOHEALTH may assign its rights hereunder to an affiliate or subsidiary corporation.
- 10.3. Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by KNOXCOHEALTH and by GPT. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against who charged.
- 10.4. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and contains all the Agreements between the parties with respect to the subject matter hereof. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect. GPT and KNOXCOHEALTH acknowledge that in entering into this Agreement, they have relied solely upon the representations and Agreements contained in this Agreement.
- 10.5. Notice. Notices required shall be considered effective when delivered in person or when sent by United States Certified mail, postage prepaid, return receipt requested, and addressed to the address set forth below, or such other address as designated by a party in a notice provided pursuant to this Section 10.5. Either party may change its address for receipt of notice by providing written notice to the other party as provided herein.

KNOXCOHEALTH:
KNOX COUNTY HEALTH DEPARTMENT
1361 West Fremont Street
Galesburg, IL 61401
ATTN: Public Health Administrator

GPT:
City of Galesburg
Galesburg Public Transportation
Kraig Boynton
Transit Manager/PCOM
1025 Monmouth Blvd
Galesburg, IL 61401

- 10.6. Governing Law. This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the

laws of the State of Illinois. Knox county, Illinois shall be the sole and exclusive venue for any proceeding as between the parties in connection with this Agreement.

- 10.7. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof: and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 10.8. Waiver of Breach. The waiver by either part of breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 10.9. Interpretation. This Agreement is a result of negotiations between the parties, none of whom have acted with any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule or law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement is otherwise clearly required, references to the plural include the singular and the singular, the plural. The words "hereof," Herein, " "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

KNOXCOHEALTH:

GPT:



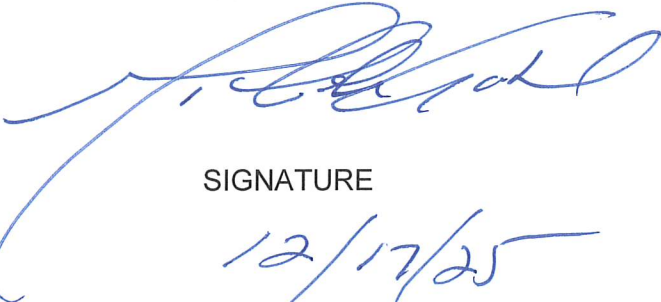
NAME OF REPRESENTATIVE

NAME OF REPRESENTATIVE

Public Health Administrator
CEO

TITLE

TITLE



SIGNATURE

SIGNATURE

DATE

DATE

12/17/25

ATTACHMENT 1**CITY OF GALESBURG
PUBLIC TRANSPORTATION
PARATRANSIT RIDE INFORMATION AND RULES**

Scheduling an Appointment - When scheduling a Paratransit appointment, please give your complete ORIGIN street address and the complete DESTINATION street address. All appointments and/or schedule changes must be called in to the City of Galesburg Transit office. Paratransit drivers do not take any appointments for pickups, or schedule changes aboard the vehicle.

Cancellations - Cancellations should be made as soon as possible by calling the City of Galesburg Transit office at [309/345-3686](tel:3093453686) (Voice/TTY).

Return Trips - Requests for return pickups must be called in before 5:00 p.m. when the office closes unless prior arrangements were made for a late pickup time.

Pick Up Times - The rider must be ready at least 15 minutes prior to the Paratransit pick-up time. If the rider is not ready when the driver arrives, the driver will leave. The driver will not return for passengers who were not ready.

Personal Care Attendants- The Paratransit program does not provide escorts or Personal Care Attendants for riders. Riders needing any assistance must provide their own escort/PCA. Escorts/PCAs must be physically and mentally able to assist the rider. Paratransit clients cannot act as escorts or PCAs for other registered Paratransit clients. One PCA is permitted to travel with a Paratransit rider. The PCA will be treated as a mobility device and will ride without charge.

Paratransit requires that eligible riders indicate the need for a PCA at the time of the certification (or when scheduling ride). A family member or friend is regarded as a person accompanying the eligible rider and not as a PCA unless the individual is acting as a Personal Care Attendant. The person acting as a PCA must be physically and mentally able to assist the rider and be at least 12 years old.

Children Using Paratransit Services - Children using Paratransit services as a registered rider must be accompanied by an adult. Child seats cannot be accommodated aboard the vehicles because of the configuration of the seats and seat belts.

Transportation of Oxygen - Paratransit will only transport oxygen tanks that are secured to the back of a wheelchair or mobility device; or are the personal, portable oxygen units that hang from a strap. When reserving a Paratransit trip, please indicate the type of oxygen equipment you use.

Rider Responsibility - Riders (or escorts) are responsible for their own personal belongings such as, but not limited to, luggage, oxygen tanks, parcels, and support equipment (i.e. walkers). Riders are responsible for their own wheelchairs or mobility devices. The Paratransit program

does not provide wheelchairs for riders. Riders are responsible for maintenance on their wheelchair or mobility device. Drivers do not repair or charge batteries on battery-operated mobility devices.

Riders who exhibit violent or other extreme behavior and threaten the safety of the driver or other passengers will not be tolerated aboard the Paratransit vehicles. If the rider does not leave the vehicle voluntarily, the police will be called and individual will be removed from the vehicle.

Personal Care Attendants and escorts cannot ride without the client present.

Riders and their escorts/PCAs are asked not to smoke, use snuff or smokeless tobacco, drink, or eat aboard the Paratransit vehicle.

Riders are responsible for their own medications and paperwork. Drivers do not administer medications to riders or keep track of a client's paperwork.

Wheelchair or Scooter - Paratransit will transport a wheelchair and its user, as long as the lift can accommodate the size and weight of the passenger and the wheelchair, and there is space for the wheelchair on the vehicle. However, Paratransit is not required to carry a wheelchair if the lift or vehicle is unable to accommodate the wheelchair and its user, consistent with legitimate safety requirements according to the lift manufacturers.

Service Animals - Service animals are defined under DOT regulations as "any guide dog, signal dog, or other animals individually trained to work or perform tasks for an individual with a disability." Service dogs are transported aboard the Paratransit vehicle. Comfort or emotional support animals are also transported aboard Paratransit, however, if there is an objection to the "comfort animal" by either the passengers or the driver the rider may not take their comfort animal aboard. An example of this would be a pet boa constrictor, which others might find disconcerting having to ride on the vehicle with them. For more information call the City of Galesburg Transit at 345-3686 during regular office hours.

No Show Policy - Paratransit service will be suspended for a period of two weeks if an individual misses scheduled appointments 3 times during a 3-month period. This provision does not apply to trips that are missed for reasons that are beyond the individual's control. The rider will receive written notice of any action taken and the basis for the suspension.

Accounts Payable

Transactions by Account



26-8011

Printed: 06/09/2026 - 1:10PM
Batch: 00015.06.2026

Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Baker Tilly US, LLP	FY25 Audit Services - Library	06/09/2026	200.00	0000093305
001-0000-10407-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	77.99	
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	05/31/2026	15.00	
001-0000-10407-00	Stratus Networks, Inc	06/26 Service Acct# 7483	06/09/2026	512.15	
001-0000-10407-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	33.19	
001-0000-10407-00	Police Pension	refund for cancelled IPPFA conference originally paid by CC	06/09/2026	370.55	
001-0000-10407-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	100.13	
001-0000-10701-00	IL Tax Increment Assoc	01/27 - 06/27 - membership	06/09/2026	425.00	
001-0000-10701-00	Mobile Team Training Unit IV	1/27 - 6/27 - dues	06/09/2026	2,295.00	
001-0000-10801-00	Advance Auto Parts	oil filters	05/31/2026	18.08	
001-0000-10801-00	Advance Auto Parts	oil filters	05/31/2026	35.70	
001-0000-10801-00	Advance Auto Parts	solenoid	06/09/2026	43.17	
001-0000-10801-00	Mutual Wheel Co., Inc.	lights, led strobes, light bar	06/09/2026	1,256.00	
001-0000-10801-00	Valley Distribution Corp.	15w40d cust #24096	05/31/2026	977.85	
001-0000-10801-00	Valley Distribution Corp.	motor oil - cust #24096	05/31/2026	861.30	
001-0000-10802-00	Herr Petroleum Corp	5,502 gal reg N/L ETH	05/31/2026	23,459.74	0000093158
001-0000-20101-00	ALFANOS PIZZA	overpayment of late fees	06/09/2026	1.65	
001-0000-20101-00	ALFANOS PIZZA	overpayment of late fees	06/09/2026	10.88	
001-0000-20101-00	ALFANOS PIZZA	overpayment of late fees	06/09/2026	1.57	
001-0000-20101-00	ALFANOS PIZZA	overpayment of late fees	06/09/2026	1.44	
001-0000-20101-00	ALFANOS PIZZA	overpayment of late fees	06/09/2026	1.54	
001-0000-22007-00	Illinois Office of the Attorney Gener	05/26 sex offender registration fund 0958	06/09/2026	90.00	
001-0000-22007-00	Illinois State Police	05/26 offender registration fund	06/09/2026	150.00	
001-0000-22007-00	Treasurer of the State of Illinois	05/26 sex offender registration collections fund 527	06/09/2026	15.00	
001-0000-37900-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	-7.09	
001-0000-37900-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	-12.12	
Subtotal for Divison: 0000				30,933.72	

Account Number	Vendor	Description	Date	Amount	PO No
001-0105-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	7,325.00	0000093305
001-0105-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
001-0105-54000-00	Angelica Mangieri	Cell Phone Allowance	05/31/2026	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	05/31/2026	30.00	
001-0105-54000-00	Heather Acerra	Cell Phone Allowance	05/31/2026	30.00	
001-0105-54000-00	Gregory Saul	Cell Phone Allowance	05/31/2026	30.00	
001-0105-54000-00	Chuck Reynolds	Cell Phone Allowance	05/31/2026	30.00	
001-0105-54000-00	Dwight White	Cell Phone Allowance	05/31/2026	30.00	
Subtotal for Divison: 0105				7,515.15	
001-0110-51000-00	Chandlerthinks LLC	logo files for 9 departments	06/09/2026	750.00	
001-0110-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.48	
001-0110-54000-00	Eric Hanson	Cell Phone Allowance	05/31/2026	30.00	
001-0110-54000-00	Kristin Robinson	Cell Phone Allowance	05/31/2026	30.00	
001-0110-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	27.86	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	05/31/2026	30.00	
001-0110-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	15.21	
001-0110-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	31.28	
Subtotal for Divison: 0110				949.83	
001-0115-51000-00	Knox County Records Office	05/26 Laredo services	06/09/2026	46.80	
001-0115-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	55.50	
001-0115-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	60.93	
001-0115-54000-00	Ericka Gugliotta	Cell Phone Allowance	05/31/2026	30.00	
001-0115-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	05/31/2026	30.00	
001-0115-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	60.82	
001-0115-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	90.99	
Subtotal for Divison: 0115				410.49	
001-0120-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	05/31/2026	30.00	
001-0120-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	15.21	
001-0120-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	31.28	
Subtotal for Divison: 0120				86.64	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	5,116.50	
001-0145-51010-00	Kingery Durree Wakeman & O'Donn	01/26 - 04/26 legal services	06/09/2026	1,600.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0145-51010-00	H. Wayne Statham	05/26 legal services - addended administrative hearing	06/09/2026	300.00	
001-0145-51010-00	H. Wayne Statham	04/26 legal services - addended administrative hearing	06/09/2026	300.00	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	52.50	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	255.50	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	75.25	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	602.00	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	4,355.00	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	15,226.60	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	579.25	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	428.80	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	1,533.00	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	675.50	
001-0145-51010-00	Davis & Campbell LLC	05/26 legal service	06/09/2026	77.50	
001-0145-51010-00	H. Wayne Statham	04/26 legal services - addended administrative hearing	06/09/2026	300.00	
001-0145-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
001-0145-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	15.21	
001-0145-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	31.28	
Subtotal for Divison: 0145				31,534.04	
001-0160-51500-00	USA Today Media Corp	notice to bidders acct #857927	06/09/2026	1,312.52	
001-0160-59516-00	Jeffrey R Cervantez	05/04 AV services	06/09/2026	120.00	
001-0160-59516-00	Jeffrey R Cervantez	05/18 AV services	06/09/2026	120.00	
001-0160-59516-00	Matthew Reed	05/19 AV services	06/09/2026	36.00	
Subtotal for Divison: 0160				1,588.52	
001-0205-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	88.13	
001-0205-54000-00	Jennifer O'hern	Cell Phone Allowance	05/31/2026	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	05/31/2026	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	05/31/2026	30.00	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	05/31/2026	30.00	
001-0205-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	91.43	
001-0205-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	70.89	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	05/31/2026	30.00	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	05/31/2026	30.00	
001-0205-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	121.72	
001-0205-61000-00	Office Specialists, Inc.	receipt paper rolls	06/09/2026	107.69	
001-0205-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	106.68	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0205				766.54	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	05/31/2026	30.00	
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	05/31/2026	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	05/31/2026	30.00	
001-0207-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	435.00	
001-0207-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	30.46	
001-0207-61700-00	Southern Computer Warehouse	keyboards	06/09/2026	139.90	
001-0207-61700-00	Southern Computer Warehouse	UPS cabinet	06/09/2026	1,045.36	
Subtotal for Divison: 0207				1,740.72	
001-0304-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	88.55	
001-0304-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	177.24	
001-0304-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	50.00	
001-0304-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	65.00	
001-0304-65000-00	Office Specialists, Inc.	trash bags, toilet paper	06/09/2026	164.80	
001-0304-65000-00	Office Specialists, Inc.	paper towels	06/09/2026	92.10	
001-0304-65000-00	Office Specialists, Inc.	toilet paper, paper towels	06/09/2026	112.99	
001-0304-65000-00	Office Specialists, Inc.	paper towels	06/09/2026	46.05	
001-0304-65000-00	Office Specialists, Inc.	urinal mats	06/09/2026	45.19	
001-0304-65000-00	Office Specialists, Inc.	urinal mats	06/09/2026	45.19	
Subtotal for Divison: 0304				887.11	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	05/31/2026	30.00	
001-0305-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	35.54	
001-0305-55000-00	IL Tax Increment Assoc	07/26 - 12/26 - membership	06/09/2026	425.00	
001-0305-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	19.47	
001-0305-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	32.49	
Subtotal for Divison: 0305				542.50	
001-0306-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	9.00	
001-0306-51000-00	Knox County Recorders Office	05/26 Laredo services	06/09/2026	46.80	
001-0306-54000-00	Trystin Demott	Cell Phone Allowance	05/31/2026	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	05/31/2026	30.00	
001-0306-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	86.31	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	05/31/2026	30.00	
001-0306-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	05/31/2026	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 258 Pine	06/09/2026	436.13	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 119 Laurel	06/09/2026	2,215.10	
001-0306-55400-00	Werner Restoraton Services, Inc.	emergency board up services - 239 S Cherry St	06/09/2026	693.24	
001-0306-55400-00	Werner Restoraton Services, Inc.	emergency board up services - 119 Laurel Ave	06/09/2026	394.64	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 268 Pine	06/09/2026	7,862.92	
001-0306-55400-00	Kendall Zimmerman	call out fee - 273 N Prairie	06/09/2026	50.00	
001-0306-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	70.55	
001-0306-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	107.23	
Subtotal for Division: 0306				12,127.37	
001-0410-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	9.00	
001-0410-51000-00	Knox County Recorders Office	05/26 Laredo services	06/09/2026	46.80	
001-0410-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	17.72	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	05/31/2026	30.00	
001-0410-54000-00	Megan Heisler	Cell Allowance	05/31/2026	30.00	
001-0410-54000-00	Jamie West	Cell Phone Allowance	05/31/2026	30.00	
001-0410-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	81.24	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	05/31/2026	30.00	
001-0410-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	29.20	
001-0410-62500-00	Advance Auto Parts	battery #250	06/09/2026	150.34	
001-0410-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	48.73	
Subtotal for Division: 0410				503.03	
001-0445-54000-00	Derek Poland	Cell Phone Allowance	05/31/2026	30.00	
001-0445-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
001-0445-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	42.97	
001-0445-55500-00	Valley Distribution Corp.	drum core - cust #24096	05/31/2026	20.00	
001-0445-55500-00	Valley Distribution Corp.	drum core - cust #24096	05/31/2026	20.00	
001-0445-55500-00	Pitstop Shop Towing & Repair LLC	truck test #183	06/09/2026	55.00	
001-0445-55500-00	Valley Distribution Corp.	drum core - cust #24096	05/31/2026	20.00	
001-0445-55500-00	Valley Distribution Corp.	drum core - cust #24096	05/31/2026	20.00	
001-0445-55500-00	Valley Distribution Corp.	drum core credits #537431	06/09/2026	-180.00	
001-0445-57500-00	Vestis	05/26 service	06/09/2026	89.92	
001-0445-57500-00	Vestis	05/26 service	06/09/2026	91.01	
001-0445-62500-00	Napa Auto Parts	terminal #159	06/09/2026	12.49	
001-0445-62500-00	Alta Construction Equipment Illinois	filters #187	06/09/2026	163.78	
001-0445-62500-00	Advance Auto Parts	filter #159	06/09/2026	9.06	

Account Number	Vendor	Description	Date	Amount	PO No
001-0445-62500-00	Advance Auto Parts	filter #187	06/09/2026	19.97	
001-0445-62500-00	Advance Auto Parts	filter #154	06/09/2026	4.00	
001-0445-62500-00	Advance Auto Parts	battery #160	06/09/2026	135.99	
001-0445-62500-00	Advance Auto Parts	filter #150	06/09/2026	4.52	
001-0445-63000-00	Napa Auto Parts	loom-split	06/09/2026	51.00	
Subtotal for Divison: 0445				645.16	
001-0450-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	38.02	
001-0450-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
001-0450-54000-00	Dustin Steck	Cell Phone Allowance	05/31/2026	30.00	
001-0450-54000-00	Robert Kelley	Cell Phone Allowance	05/31/2026	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	05/31/2026	30.00	
001-0450-55500-00	Pitstop Shop Towing & Repair LLC	truck test #301	06/09/2026	55.00	
001-0450-55500-00	Pitstop Shop Towing & Repair LLC	truck test #108	06/09/2026	55.00	
001-0450-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	75.00	
001-0450-55700-00	Galesburg Electric, Inc.	yearly generator service	06/09/2026	199.95	
001-0450-62500-00	Advance Auto Parts	core credit refund #140	06/09/2026	-10.00	
001-0450-62500-00	Advance Auto Parts	starter #140	06/09/2026	244.44	
001-0450-62500-00	Napa Auto Parts	alternator #117	06/09/2026	367.38	
001-0450-63500-00	Nutrien Ag Solutions Inc	mad dog, salvo, MSO	06/09/2026	480.00	
001-0450-65000-00	Office Specialists, Inc.	paper towels	06/09/2026	276.30	
001-0450-65000-00	Office Specialists, Inc.	trash bags, paper towels	06/09/2026	221.90	
001-0450-65500-00	Valley Distribution Corp.	def fluid - cust #24096	05/31/2026	225.67	
Subtotal for Divison: 0450				2,354.11	
001-0505-51000-00	Stephen L Woody	05/27 (2026) polygraph service	06/09/2026	175.00	
001-0505-51000-00	Stephen L Woody	06/02 polygraph service	06/09/2026	175.00	
Subtotal for Divison: 0505				350.00	
001-0510-51000-00	Bridgeway Training Services	05/26 document destruction 49lbs	06/09/2026	18.13	
001-0510-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	223.16	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Magdalene Handzo	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	James Kubis	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	05/31/2026	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Patrick Ruggles	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Blake Carr	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	199.42	
001-0510-54000-00	Allison Buccalo	Cell Phone Allowance	05/31/2026	30.00	
001-0510-54500-00	Mark McLaughlin	meals - Training ICS 300 & 400 - Rock Island IL - MMcLaughlin	06/09/2026	60.00	
001-0510-54500-00	Patrick Ruggles	meals - ITOA IDE Instructor Course - Elgin IL - PRuggles	06/09/2026	143.00	
001-0510-54500-00	Patrick Ruggles	meals - force science instructor training - Moline IL - PRuggles	06/09/2026	14.00	
001-0510-54500-00	Kyle A Winbigler	meals - NTOA SWAT command - Bloomington IL - KWinbigler	06/09/2026	60.00	
001-0510-54500-00	Sean Hayes	meals - ITOA IDE Instructor Course - Elgin - IL SHayes	06/09/2026	143.00	
001-0510-54500-00	Blake Carr	meals - NTOA SWAT command - Bloomington IL - BCarr	06/09/2026	60.00	
001-0510-55000-00	NAACP	NAACP membership - KLegate	06/09/2026	30.00	
001-0510-55000-00	Mobile Team Training Unit IV	07/26 -12/26 - dues	06/09/2026	2,295.00	
001-0510-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	152.08	
001-0510-62500-00	JRR Ford LLC	exhaust pipe #28	06/09/2026	614.94	
001-0510-62500-00	JRR Ford LLC	return of exhaust #28	06/09/2026	-257.69	
001-0510-62500-00	JRR Ford LLC	exhaust #28	06/09/2026	257.69	
001-0510-62500-00	Advance Auto Parts	battery #49	06/09/2026	135.99	
001-0510-65500-00	Galesburg Electric, Inc.	rab panel	06/09/2026	166.32	
001-0510-67000-00	Blue 360 Media	IL Criminal & Traffic Law Manual 2026 Ed	06/09/2026	102.95	
001-0510-67500-00	Ray O'Herron Co., Inc.	belt system - Harpin/ Rogers	06/09/2026	164.27	
001-0510-67500-00	Ray O'Herron Co., Inc.	pants Torres	06/09/2026	106.18	
001-0510-67500-00	Ray O'Herron Co., Inc.	pants Harpin/Rogers	06/09/2026	98.99	
001-0510-69000-00	Ray O'Herron Co., Inc.	red dot sights	06/09/2026	899.95	
001-0510-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	200.72	
Subtotal for Divison: 0510				6,248.10	
001-0550-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	798.92	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	05/31/2026	15.00	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	05/31/2026	30.00	
001-0550-54000-00	Joshua Simons	Cell Phone Allowance	05/31/2026	30.00	
001-0550-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	172.38	
001-0550-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	334.56	
001-0550-61000-00	Office Specialists, Inc.	copy paper, correction tape	06/09/2026	253.23	
001-0550-61000-00	Office Specialists, Inc.	labels, file folders	06/09/2026	107.92	
001-0550-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	189.62	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Division: 0550				1,931.63	
001-0605-54000-00	James Pendergast	Cell Phone Allowance	05/31/2026	30.00	
001-0605-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	247.93	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	05/31/2026	30.00	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	05/31/2026	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	05/31/2026	30.00	
001-0605-54000-00	Matthew Cain	Cell Phone Allowance	05/31/2026	30.00	
001-0605-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	130.08	
001-0605-55500-00	Alexis Fire Equipment Co., Inc.	#52 - repair of gauges	06/09/2026	441.35	
001-0605-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	243.28	
001-0605-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	55.00	
001-0605-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	55.00	
001-0605-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	55.00	
001-0605-55700-00	Maska Heating and Cooling, LLC	Brooks - disconnect switches	06/09/2026	460.00	
001-0605-61000-00	Office Specialists, Inc.	copy paper	06/09/2026	48.99	
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	#52 Switch	06/09/2026	133.90	
001-0605-65000-00	Galesburg Electric, Inc.	credit for vendor sending incorrect invoice	06/09/2026	-171.62	
001-0605-65500-00	Valley Distribution Corp.	def fluid - cust #24096	05/31/2026	225.67	
001-0605-66000-00	Display Sales	IL flag	06/09/2026	39.95	
001-0605-66000-00	Display Sales	IL flags	06/09/2026	95.90	
001-0605-67500-00	Midwest Uniform Supply, Inc	Hanson - pants	06/09/2026	120.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Clayton - pants	06/09/2026	39.99	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shaw - pants	06/09/2026	58.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Walters - sweatshirts	06/09/2026	173.32	
001-0605-67500-00	Midwest Uniform Supply, Inc	Hanson - pants	06/09/2026	56.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Cain - pants	06/09/2026	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Wells - pants	06/09/2026	120.00	
001-0605-67500-00	Ray O'Herron Co., Inc.	Shaw - Class A supplies	06/09/2026	245.18	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shaw - shirts & hats	06/09/2026	106.61	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shaw - shirt	06/09/2026	86.66	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shaw - shorts	06/09/2026	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Morrissey - Pants	06/09/2026	120.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Nelson, J - shirts & pants	06/09/2026	174.66	
001-0605-67500-00	Midwest Uniform Supply, Inc	Wells - pants	06/09/2026	58.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Lewis - shirt	06/09/2026	86.60	
001-0605-67500-00	Midwest Uniform Supply, Inc	Explorer T-Shirts	06/09/2026	161.91	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Midwest Uniform Supply, Inc	Lehnhausen - hat	06/09/2026	15.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Cain - shirts & hats	06/09/2026	375.82	
001-0605-67500-00	Midwest Uniform Supply, Inc	Morrissey - Pants	06/09/2026	56.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Cervantez - sweatshirt	06/09/2026	173.20	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shaw - pants	06/09/2026	120.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Rogers - Shirt	06/09/2026	86.66	
001-0605-67500-00	Midwest Uniform Supply, Inc	Schmitt - shirts	06/09/2026	144.00	
001-0605-67500-00	Midwest Uniform Supply, Inc	Schmitt - pants	06/09/2026	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Schmitt - shirts	06/09/2026	100.80	
001-0605-68500-00	Linde Gas & Equipment Inc	Misc. chemicals	06/09/2026	804.69	
001-0605-68600-00	Office Specialists, Inc.	nitrile gloves	06/09/2026	80.75	
001-0605-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	146.06	
Subtotal for Divison: 0605				6,280.28	
Subtotal for Fund 001				107,394.94	
011-0000-66000-00	Roanoke Concrete Products Co	2026 Supply of Flowable CLSM Mix 2	06/09/2026	187.50	0000093177
011-0000-66000-00	Roanoke Concrete Products Co	2026 Supply of Portland Cement Concrete, CL SI	06/09/2026	707.63	0000093181
011-0000-66000-00	Roanoke Concrete Products Co	2026 Supply of Flowable CLSM Mix 2	06/09/2026	328.13	0000093177
Subtotal for Divison: 0000				1,223.26	
Subtotal for Fund 011				1,223.26	
012-0000-20103-00	Illinois Civil Contractors, Inc	Retainage Construction 8 Pickleball Courts Rotary Park app 2	06/09/2026	-28,413.56	
012-0000-76000-00	Farnsworth Group, Inc.	Engineering Design, Bidding and Construction Administration Serv	06/09/2026	4,277.08	0000093021
012-0000-76000-00	Illinois Civil Contractors, Inc	Construction of Eight Pickleball Courts in Rotary Park as per bi	06/09/2026	284,135.68	0000093077
Subtotal for Divison: 0000				259,999.20	
Subtotal for Fund 012				259,999.20	
013-0000-61500-00	SpringbrookSoftware LLC	payment pad w/ printer	05/31/2026	750.00	
013-0000-61700-00	Office Specialists, Inc.	pos station supplies - transit	05/31/2026	3,155.00	
013-0000-62500-00	Advance Auto Parts	brake pads	05/31/2026	1,193.80	
013-0000-62500-00	Pomp's Tire Service Inc - Galesburg	tires	05/31/2026	3,364.56	
013-0000-62510-00	Herr Petroleum Corp	98.26 gal unleaded ethanol	05/31/2026	407.28	
Subtotal for Divison: 0000				8,870.64	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 013				<u>8,870.64</u>	
014-0000-55700-00	D & D Pavement Solutions Inc	2026 City Parking Lot Sealcoat	06/09/2026	10,086.93	0000093291
014-0000-64500-00	Sherwin Williams Co.	spray tips & guards	06/09/2026	4,299.51	
014-0000-64500-00	Sherwin Williams Co.	return of spray tips	06/09/2026	-1,345.12	
014-0000-64500-00	Vulcan, Inc.	sign blanks	06/09/2026	406.92	
014-0000-66000-00	Tickle Asphalt Co., Ltd.	2026 Supply of High Performance Patch Mix	06/09/2026	2,695.55	0000093187
014-0000-66000-00	Gierke-Robinson Co	wire ties, expansion joints	06/09/2026	154.84	
014-0000-66000-00	Maxwell Products	polyskin	06/09/2026	4,132.66	
014-0000-66000-00	Grainger Inc	transmitter	06/09/2026	109.29	
014-0000-66000-00	Tickle Asphalt Co., Ltd.	2026 Supply of High Performance Patch Mix	06/09/2026	1,483.35	0000093187
014-0000-66000-00	Galesburg Electric, Inc.	light bulbs	06/09/2026	308.44	
014-0000-66000-00	Tazewell County Asphalt Co, Inc	bituminous surface MPL 7.06 tons	06/09/2026	649.52	
014-0000-66500-00	Galesburg Electric, Inc.	spraylab, drill bits, driver bit	06/09/2026	123.56	
Subtotal for Divison: 0000				<u>23,105.45</u>	
Subtotal for Fund 014				<u>23,105.45</u>	
016-0000-10407-00	Todd Olinger	Cell Phone Allowance -Olinger	05/31/2026	15.00	
016-0000-54000-00	Todd Olinger	Cell Phone Allowance	05/31/2026	15.00	
016-0000-54000-00	Eryn Pearson	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Michael Ingles	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Bryan Anderson	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Jacob Taylor	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Andrew Swanson	Cell Phone Allowance	05/31/2026	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	05/31/2026	30.00	
016-0000-69000-00	Ray O'Herron Co., Inc.	flashbangs	06/09/2026	836.40	
Subtotal for Divison: 0000				<u>1,076.40</u>	
Subtotal for Fund 016				<u>1,076.40</u>	
018-0000-10701-00	Mission Communications, LLC	01/27 - 05/27 - service	06/09/2026	273.00	
018-0000-55500-00	Mission Communications, LLC	06/26 - 12/26 - service	06/09/2026	377.00	
Subtotal for Divison: 0000				<u>650.00</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 018				<u>650.00</u>	
019-1905-51000-00	Amilia Technologies USA Inc.	05/26 service fee for transactions	06/09/2026	829.28	
019-1905-51000-00	Amilia Technologies USA Inc.	04/26 service fee for transactions	06/09/2026	399.06	
019-1905-51500-00	Prairie Fox Media LLC	05/26 newspaper ad	06/09/2026	225.00	
019-1905-54000-00	Don Miles	Cell Phone Allowance	05/31/2026	30.00	
019-1905-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	58.33	
019-1905-54000-00	Danielle Tansel	Cell Phone Allowance	05/31/2026	30.00	
019-1905-54000-00	Luke Bradburn	Cell Phone Allowance	05/31/2026	30.00	
019-1905-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	05/31/2026	30.00	
019-1905-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	63.26	
019-1905-55800-00	Amilia Technologies USA Inc.	05/26 service	06/09/2026	499.00	
019-1905-55800-00	Amilia Technologies USA Inc.	04/26 service	06/09/2026	499.00	
019-1905-55800-00	TimeClock Plus LLC	03/26-12/26 Annual Time Entry Software Maint	06/09/2026	1,687.50	0000093234
019-1905-59511-00	Galesburg Tourism and Visitors Bure	05/26 tourism agreement	06/09/2026	15,833.33	
019-1905-59528-00	Galesburg Community Foundation	04/26 - 2% hotel/motel taxes	06/09/2026	26,740.19	
019-1905-61000-00	Office Specialists, Inc.	rubber bands	06/09/2026	7.34	
019-1905-61000-00	Office Specialists, Inc.	scissors	06/09/2026	12.78	
019-1905-62500-00	Pomp's Tire Service Inc - Galesburg	tire #585	06/09/2026	85.00	
019-1905-62500-00	Pomp's Tire Service Inc - Galesburg	tire #589	06/09/2026	59.50	
019-1905-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	89.51	
Subtotal for Division: 1905				<u>47,243.53</u>	
019-1915-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	35.45	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	05/31/2026	30.00	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	05/31/2026	30.00	
019-1915-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	38.02	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	05/31/2026	14.40	
019-1915-56000-00	Terry Allen, Inc	Peck Park - Toilet Rental - 1 Regular Unit 4/1/26 - 10/31/26	06/09/2026	90.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - Toilet Rental - 1 Handicap Unit.	06/09/2026	95.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Bateman Park - Toilet Rental - 1 Handicap Unit 4/1/26 - 10/31/26	06/09/2026	180.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Bersie Williams Area - Toilet Rental - 1 Regular Unit 4/1/26 - 1	06/09/2026	90.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Bersie Williams Area - Toilet Rental - 1 Regular Unit. One Day R	06/09/2026	70.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - Toilet Rental - 7 Regular Units.	06/09/2026	490.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - 1 Handwashing Station. One Day Re	06/09/2026	70.00	0000093190
019-1915-57500-00	Vestis	06/26 service	06/09/2026	79.44	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-57500-00	Vestis	05/26 service	06/09/2026	79.44	
019-1915-61000-00	Office Specialists, Inc.	printer transfer belt	06/09/2026	145.17	
019-1915-62500-00	Pomp's Tire Service Inc - Galesburg	tire #549	06/09/2026	155.00	
019-1915-62500-00	Birkeys Farm Store, Inc	o-ring #549	06/09/2026	13.36	
019-1915-62500-00	Napa Auto Parts	refund of brakes kit #578	06/09/2026	-21.39	
019-1915-62500-00	Napa Auto Parts	brakes kit #578	06/09/2026	21.39	
019-1915-62500-00	MTI Distributing, Inc	stud #522	06/09/2026	341.20	
019-1915-62500-00	Advance Auto Parts	filter #549	06/09/2026	4.00	
019-1915-62500-00	Birkeys Farm Store, Inc	pipe #549	06/09/2026	122.68	
019-1915-62500-00	Pomp's Tire Service Inc - Galesburg	tire #522	06/09/2026	293.00	
019-1915-62510-00	Herr Petroleum Corp	303.7 gal diesel #2, 217 gal unleaded ethanol	06/09/2026	2,289.95	0000093155
019-1915-62510-00	Herr Petroleum Corp	663.7 gal diesel #2, 745.6 gal unleaded ethanol	06/09/2026	6,697.99	0000093155
019-1915-63500-00	Omega Industrial Supply Inc	herbicide, weed eater spray	06/09/2026	976.00	
019-1915-65000-00	Office Specialists, Inc.	nitrile gloves	06/09/2026	136.92	
019-1915-65000-00	Office Specialists, Inc.	nitrile gloves	06/09/2026	136.91	
019-1915-65000-00	Office Specialists, Inc.	toilet paper	06/09/2026	237.60	
019-1915-65000-00	Omega Industrial Supply Inc	air freshener, odor eliminator for carpet	06/09/2026	1,106.56	
019-1915-66000-00	Xylem Ltd	xylem mat	06/09/2026	2,459.92	
019-1915-66000-00	Beacon Athletics LLC	baseball netting panel	06/09/2026	100.80	
019-1915-66000-00	Galesburg Electric, Inc.	photocontrol, receptacle	06/09/2026	31.92	
019-1915-66000-00	Galesburg Electric, Inc.	flip cover	06/09/2026	22.72	
019-1915-66000-00	Xylem Ltd	xylem mat	06/09/2026	2,536.00	
019-1915-66000-00	Galesburg Electric, Inc.	conduit, adapter, wire, couplings, long rad, sweep	06/09/2026	496.64	
Subtotal for Divison: 1915				19,696.09	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	05/31/2026	30.00	
019-1920-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	27.86	
019-1920-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	26.98	
019-1920-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	60.83	
019-1920-55700-00	AMP Companies Inc	Emergency Replacement of Golf Irrigation Backflow Device	06/09/2026	9,500.00	0000093306
019-1920-57500-00	Vestis	06/26 service	06/09/2026	65.16	
019-1920-57500-00	Vestis	05/26 service	06/09/2026	65.16	
019-1920-62510-00	Herr Petroleum Corp	94 gal diesel #2, 135 gal unleaded ethanol	06/09/2026	973.76	0000093157
019-1920-62510-00	Herr Petroleum Corp	270.8 gal diesel #2, 260.3 unleaded ethanol	06/09/2026	2,550.84	0000093157
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	droplex	06/09/2026	267.50	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	sepcaptain	06/09/2026	498.40	
019-1920-64000-00	Black Clover Enterprises, LLC	hats for resell	06/09/2026	174.67	

Account Number	Vendor	Description	Date	Amount	PO No
019-1920-64125-00	Smithfield Direct, LLC	Misc. concessions	06/09/2026	171.60	
019-1920-64125-00	Butch's Pizza Inc.	pizzas	06/09/2026	100.75	
019-1920-64125-00	Atlantic Coca-Cola	Misc. concessions	06/09/2026	721.88	
019-1920-64125-00	SCNS SPORTS FOODS	Misc. concessions	06/09/2026	77.64	
019-1920-65500-00	Napa Auto Parts	filters	06/09/2026	107.43	
019-1920-66000-00	Lacky Monument LLC	memorial golf bricks - Pheiffer, Foster	06/09/2026	80.00	
019-1920-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	21.05	
Subtotal for Divison: 1920				15,521.51	
019-1925-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
019-1925-56000-00	Terry Allen, Inc	Campground - Toilet Rental - 4 Regular Units 4/09/26 to 10/12/26	06/09/2026	360.00	0000093190
019-1925-65000-00	Office Specialists, Inc.	toilet paper	06/09/2026	237.60	
019-1925-65000-00	Office Specialists, Inc.	toilet paper	06/09/2026	238.80	
019-1925-66000-00	Galesburg Electric, Inc.	breaker	06/09/2026	25.23	
Subtotal for Divison: 1925				871.78	
019-1930-64000-00	Heritage Pool Supply Group Inc	rope	06/09/2026	336.45	
019-1930-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/09/2026	497.06	
019-1930-64125-00	Atlantic Coca-Cola	Misc. concessions	06/09/2026	248.57	
019-1930-65000-00	Office Specialists, Inc.	hand soap	06/09/2026	25.04	
019-1930-65000-00	Office Specialists, Inc.	toilet paper, paper towels, toilet cleaner, trash bags	06/09/2026	220.00	
Subtotal for Divison: 1930				1,327.12	
019-1935-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	93.62	
019-1935-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	40.62	
019-1935-57500-00	Vestis	06/26 service	06/09/2026	473.80	
019-1935-57500-00	Vestis	05/26 service	06/09/2026	473.80	
Subtotal for Divison: 1935				1,081.84	
019-1940-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/09/2026	287.71	
019-1940-66000-00	Galesburg Electric, Inc.	light bulbs	06/09/2026	516.70	
Subtotal for Divison: 1940				804.41	
019-1945-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	95.00	
Subtotal for Divison: 1945				95.00	
019-1950-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/09/2026	1,004.39	

Account Number	Vendor	Description	Date	Amount	PO No
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/09/2026	92.85	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc concessions	06/09/2026	3,216.42	
019-1950-64125-00	Butch's Pizza Inc.	pizzas	06/09/2026	639.90	
019-1950-64125-00	Atlantic Coca-Cola	Misc. concessions	06/09/2026	399.57	
019-1950-64125-00	Atlantic Coca-Cola	Misc. concessions	06/09/2026	672.64	
019-1950-65000-00	Office Specialists, Inc.	cleaner, nitrile gloves	06/09/2026	105.65	
019-1950-65000-00	Office Specialists, Inc.	toilet paper, paper towels, toilet cleaner, trash bags	06/09/2026	225.20	
019-1950-65000-00	Office Specialists, Inc.	hand soap	06/09/2026	25.04	
019-1950-65500-00	Heritage Pool Supply Group Inc	filter bags, ladder tread steps, bungees	06/09/2026	553.33	
019-1950-68500-00	Hawkins, Inc	Misc. chemicals	06/09/2026	1,030.68	
019-1950-68500-00	Hawkins, Inc	Misc. chemicals	06/09/2026	1,016.94	
Subtotal for Division: 1950				<u>8,992.76</u>	
019-1955-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
019-1955-65500-00	Heritage Pool Supply Group Inc	filter bags, ladder tread steps, bungees	06/09/2026	1,029.01	
Subtotal for Division: 1955				<u>1,039.16</u>	
019-1965-54000-00	David Vandermeer	Cell Phone Allowance	05/31/2026	30.00	
019-1965-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
019-1965-57500-00	Vestis	06/26 service	06/09/2026	49.83	
019-1965-57500-00	Vestis	05/26 service	06/09/2026	49.83	
019-1965-65500-00	Scott Equipment, LLC	belt, spool with line, engine oil mixer	06/09/2026	136.00	
Subtotal for Division: 1965				<u>275.81</u>	
019-1975-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
019-1975-54000-00	Brandon Phillips	Cell Phone Allowance	05/31/2026	30.00	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	05/31/2026	30.00	
019-1975-61000-00	Office Specialists, Inc.	ink cartridge	06/09/2026	203.49	
Subtotal for Division: 1975				<u>273.64</u>	
Subtotal for Fund 019				<u><u>97,222.65</u></u>	
020-0000-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	70.90	
020-0000-62500-00	Birkeys Farm Store, Inc	belt/filters #356	06/09/2026	247.05	
020-0000-62500-00	Birkeys Farm Store, Inc	driveshaft #360	06/09/2026	562.56	
020-0000-65500-00	Napa Auto Parts	dispensing pump	06/09/2026	63.87	
020-0000-66000-00	Galesburg Electric, Inc.	light bulbs, sockets	06/09/2026	67.98	
020-0000-66000-00	Roanoke Concrete Products Co	flowable fill CLSM1 2.00 C/Y	06/09/2026	187.50	

Account Number	Vendor	Description	Date	Amount	PO No
020-0000-66000-00	Grainger Inc	relay, ballast kits	06/09/2026	412.83	
		Subtotal for Divison: 0000		<u>1,612.69</u>	
		Subtotal for Fund 020		<u><u>1,612.69</u></u>	
021-0000-54500-00	Jacob Pedigo	#26 -13 lodging - trench rescue technician - Joliet IL - JPedig	06/09/2026	500.00	
021-0000-66500-00	Heritage Tractor LLC	2026 John Deere 54" Zero turn mower	06/09/2026	6,000.00	0000093290
021-0000-66500-00	Witmer Public Safety Group	Ramfan EX50Li Light Kit	06/09/2026	9,188.26	0000093243
		Subtotal for Divison: 0000		<u>15,688.26</u>	
		Subtotal for Fund 021		<u><u>15,688.26</u></u>	
023-0000-83100-00	Quality Roofing Pro Inc	HRAP roof repair - 230 Pine St	06/09/2026	652.50	
023-0000-83100-00	Quality Roofing Pro Inc	HRAP roof repair - 230 Pine St	06/09/2026	1,247.50	
023-0000-83100-00	JB & D Siding & Windows Co Inc	Local HRAP grant for replacement windows at 745 E Fremont St	06/09/2026	5,000.00	0000093309
023-0000-83100-00	M.K. Groom Construction, Inc.	Local HRAP for porch repairs at 717 W First St	06/09/2026	472.00	
023-0000-83100-00	Mangieri Electric, Inc	install AC unit, disconnect w/ outlet, circuit - 458 E First St	06/09/2026	484.50	
023-0000-83100-00	Paul Holman	remove/replace/wrap windows - 861 Frank St	06/09/2026	4,649.30	
023-0000-83100-00	Doug Miller Heating & Cooling LLC	AC Installation - 695 Lincoln St	06/09/2026	775.00	
023-0000-83100-00	Mechanical Service Inc	installation of AC - 835 Avenue A	06/09/2026	248.75	
023-0000-83100-00	JB & D Siding & Windows Co Inc	Local HRAP grant for replacement windows at 745 E Fremont St	06/09/2026	1,000.00	
023-0000-83100-00	M.K. Groom Construction, Inc.	HRAP Grant for Wheelchair Ramp at 1285 S Cherry St	06/09/2026	1,000.00	
023-0000-83100-00	M.K. Groom Construction, Inc.	removed porch & post, installed stairs & posts - 315 S Pearl	06/09/2026	681.00	
023-0000-83100-00	Quality Roofing Pro Inc	HRAP roof repair - 220 Pine St	06/09/2026	1,000.00	
		Subtotal for Divison: 0000		<u>17,210.55</u>	
		Subtotal for Fund 023		<u><u>17,210.55</u></u>	
024-0000-20102-00	Larson Family Real Estate, LLLP	01/26 - 03/26 - slumberland sales tax rebate	06/09/2026	7,643.41	
024-0000-83100-00	National Stearman Flyin NFP, Inc.	community event sponsorship - National Stearman Fly-In	06/09/2026	10,000.00	
		Subtotal for Divison: 0000		<u>17,643.41</u>	
		Subtotal for Fund 024		<u><u>17,643.41</u></u>	
026-0000-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	125.00	0000093305
		Subtotal for Divison: 0000		<u>125.00</u>	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 026				125.00	
030-0320-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	200.00	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	02/26 radio ads	04/30/2026	200.00	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	05/26 radio ads	05/31/2026	200.00	
030-0320-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	32.51	
030-0320-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	35.42	
030-0320-54000-00	Dedra Mannon	Cell Phone Allowance	05/31/2026	30.00	
030-0320-55500-00	A-L-L Equipment	service call, oil sample kit, filter elements	05/31/2026	712.63	
030-0320-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	30.43	
030-0320-55500-00	Eastern Iowa Tire	disposal of tires	05/31/2026	91.00	
030-0320-55500-00	JRR Ford LLC	repair of seat recliner #2507	04/30/2026	437.50	
030-0320-55800-00	Foxster Opco LLC	06/26 usage passio go	06/09/2026	446.22	
030-0320-62500-00	JRR Ford LLC	evaporator #463	05/31/2026	299.64	
030-0320-62500-00	Napa Auto Parts	vacuum tank, check valve #463	05/31/2026	56.78	
030-0320-62500-00	Napa Auto Parts	oil filters	05/31/2026	111.48	
030-0320-62500-00	Napa Auto Parts	filter drier #2504	05/31/2026	62.73	
030-0320-62500-00	Napa Auto Parts	fleet pads #467	05/31/2026	86.89	
030-0320-62500-00	Interstate Battery Systems of Central	mip-65hd battery	05/31/2026	319.90	
030-0320-62500-00	Napa Auto Parts	heater connector #463	05/31/2026	33.78	
030-0320-62510-00	Herr Petroleum Corp	316 diesel #2	05/31/2026	1,717.65	0000093163
030-0320-62510-00	Herr Petroleum Corp	109.84 gal unleaded ethanol	05/31/2026	455.26	0000093163
030-0320-63000-00	Napa Auto Parts	refrigerant oil	05/31/2026	29.99	
030-0320-63000-00	Napa Auto Parts	electrical tape	05/31/2026	17.67	
030-0320-66500-00	Napa Auto Parts	couplers	05/31/2026	115.18	
030-0320-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	29.27	
Subtotal for Divison: 0320				5,751.93	
030-0370-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	160.00	
030-0370-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	350.00	0000093305
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	02/26 radio ads	04/30/2026	200.00	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	05/26 radio ads	05/31/2026	200.00	
030-0370-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	85.95	
030-0370-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	134.02	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	05/31/2026	30.00	
030-0370-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	30.42	
030-0370-55500-00	A-L-L Equipment	service call, oil sample kit, filter elements	05/31/2026	712.62	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-55700-00	First Glass, Inc.	replacement of glass in bus shelter	05/31/2026	661.00	
030-0370-55800-00	Foxster Opco LLC	06/26 usage passio go	06/09/2026	446.22	
030-0370-57500-00	Cintas, Inc	05/26 service	05/31/2026	325.71	
030-0370-57500-00	Cintas, Inc	05/26 service	05/31/2026	180.58	
030-0370-62500-00	Napa Auto Parts	hose #2005	05/31/2026	17.99	
030-0370-62500-00	Napa Auto Parts	turn signal #2002	05/31/2026	103.39	
030-0370-62500-00	Napa Auto Parts	fuel module	04/30/2026	392.19	
030-0370-62500-00	Napa Auto Parts	return engine oil filter #2002	04/30/2026	-15.59	
030-0370-62500-00	Napa Auto Parts	pressure switch #2002	06/09/2026	26.51	
030-0370-62500-00	Interstate Battery Systems of Central	31-mhd battery	05/31/2026	293.90	
030-0370-62500-00	Napa Auto Parts	alarm #2006	05/31/2026	31.59	
030-0370-62500-00	Napa Auto Parts	hoses	05/31/2026	48.57	
030-0370-62500-00	Napa Auto Parts	refrigerant	05/31/2026	359.99	
030-0370-62500-00	Napa Auto Parts	climate control #2002	06/09/2026	195.39	
030-0370-62500-00	Napa Auto Parts	relay #2002	05/31/2026	25.89	
030-0370-62500-00	Napa Auto Parts	return of fuel module	04/30/2026	-392.19	
030-0370-62500-00	Napa Auto Parts	filter #1702	05/31/2026	20.69	
030-0370-62500-00	Eastern Iowa Tire	tires #2006	05/31/2026	1,928.16	
030-0370-62510-00	Herr Petroleum Corp	313.2 gal unleaded ethanol	05/31/2026	1,298.18	0000093163
030-0370-63000-00	Napa Auto Parts	battery	05/31/2026	11.39	
030-0370-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	29.28	
Subtotal for Divison: 0370				7,891.85	
Subtotal for Fund 030				13,643.78	
049-0000-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	50.00	0000093305
049-0000-83100-00	Jing Jie Wang	TIF tRedevelopment Agreement for improvements to Judy's Kitchen	06/09/2026	17,781.40	0000093284
Subtotal for Divison: 0000				17,831.40	
Subtotal for Fund 049				17,831.40	
054-0000-55700-00	AMP Companies Inc	Replace Electrical Service at Airport	06/09/2026	24,850.00	0000093239
054-0000-63500-00	Stoneleaf Nursery	Misc. trees	06/09/2026	4,618.00	
054-0000-63500-00	Stoneleaf Nursery	Misc. trees	06/09/2026	4,608.00	
Subtotal for Divison: 0000				34,076.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Fund 054				<u>34,076.00</u>	
058-0000-51000-00	Great Eastern Mgmt., Inc.	Sentry Bank	06/09/2026	240.00	
Subtotal for Divison: 0000				<u>240.00</u>	
Subtotal for Fund 058				<u>240.00</u>	
059-0000-55700-00	D & D Pavement Solutions Inc	2026 Parks Parking Lot Sealcoat	06/09/2026	9,902.25	0000093291
Subtotal for Divison: 0000				<u>9,902.25</u>	
Subtotal for Fund 059				<u>9,902.25</u>	
061-0000-20101-00	LANCE ATEN	Refund Check 057964-000, 144 N BROAD ST	05/27/2026	107.16	
061-0000-20101-00	ANN ABEL	Refund Check 054686-002, 696 ARNOLD ST	05/27/2026	130.69	
061-0000-20101-00	CYNTHIA MOORE	Refund Check 025460-004, 1265 W LOSEY ST	06/03/2026	55.61	
061-0000-20101-00	KIERA FULMER	Refund Check 069319-000, 240 CEDAR AVE	06/03/2026	55.75	
061-0000-20101-00	JERRI FRIEND	Refund Check 024173-001, 455 W SANBORN ST	06/03/2026	104.27	
061-0000-20101-00	ROGER HAGERTY	Refund Check 007167-079, 484 LAWRENCE AVE	06/03/2026	94.07	
061-0000-20101-00	THOMAS MUMMEY	Refund Check 057746-000, 440 FRANKLIN AVE	06/03/2026	74.38	
061-0000-20101-00	FOLLMER SUHOMSKI INVESTM	Refund Check 062167-013, 745 E GROVE ST	06/03/2026	106.43	
061-0000-20101-00	GARY GEBO	Refund Check 044932-003, 100 OREN LN	06/03/2026	22.60	
061-0000-20101-00	ELIZABETH EGGLESTON	Refund Check 068193-000, 324 COUNTRY ELMS EST	05/27/2026	116.24	
061-0000-20101-00	SARAH HAYFORD	Refund Check 061660-000, 345 E DAYTON ST	06/03/2026	10.61	
061-0000-20101-00	MARSHA MEDINA	Refund Check 008622-001, 602 YATES ST	06/03/2026	61.43	
061-0000-20101-00	CHRIS MENDES	Refund Check 047366-002, 2502 MONMOUTH BLVD	06/03/2026	58.03	
061-0000-20101-00	RENEE GALVIN	Refund Check 070265-000, 452 JEFFERSON ST	06/03/2026	55.35	
061-0000-20101-00	CLAUDE NTOTSHI	Refund Check 069203-000, 447 MAPLE AVE	06/03/2026	69.75	
061-0000-20101-00	MIKKO PALANTERA	Refund Check 070333-000, 57 SELDEN ST	06/03/2026	72.02	
061-0000-20101-00	JO DEL NELSON	Refund Check 054295-001, 1292 N CEDAR ST	06/03/2026	13.70	
061-0000-20101-00	CANDANCE REED	Refund Check 052939-001, 463 IOWA AVE	06/03/2026	4.39	
061-0000-20101-00	JOHN SHEA	Refund Check 063510-000, 1073 JEFFERSON ST	06/03/2026	30.90	
061-0000-20101-00	SHEEHY CONSTRUCTION	refund of hydrant meter deposit	06/09/2026	244.85	
061-0000-20101-00	JOSE RODRIGUEZ	Refund Check 068811-003, 1398 N CHERRY ST	06/03/2026	115.95	
061-0000-20101-00	AARON SKINNER	Refund Check 012635-008, 1866 INDIANA DR	05/27/2026	83.50	
061-0000-20101-00	COLTON SEXTON	Refund Check 050418-009, 568 W KNOX ST	05/27/2026	37.74	
061-0000-20101-00	NATOMI SIMS	Refund Check 065320-001, 925 N BROAD ST	06/03/2026	108.32	
061-0000-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	1,425.00	0000093305

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-51000-00	Knox County Records Office	05/26 Laredo services	06/09/2026	46.80	
061-0000-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	950.36	
061-0000-51500-00	USA Today Media Corp	notice to bidders acct #857927	06/09/2026	113.96	
061-0000-51500-00	USA Today Media Corp	notice to bidders acct #857927	06/09/2026	113.96	
061-0000-54000-00	Derrick Chick	Cell Phone Allowance	05/31/2026	10.56	
061-0000-54000-00	Brightspeed	05/26 Service Acct #304035525	05/31/2026	124.07	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	05/31/2026	30.00	
061-0000-54000-00	Roger Mettler	Cell Phone Allowance	05/31/2026	30.00	
061-0000-54000-00	Justin McDonald	Cell Phone Allowance	05/31/2026	4.80	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	05/31/2026	30.00	
061-0000-54000-00	Francis Rutledge	Cell Phone Allowance	05/31/2026	30.00	
061-0000-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	126.81	
061-0000-54000-00	Scott Seiberlich	Cell Phone Allowance	05/31/2026	30.00	
061-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	163.03	
061-0000-55700-00	Okolona Pest Control Inc	05/26 pest service	06/09/2026	55.00	
061-0000-65000-00	Office Specialists, Inc.	hand cleaner	06/09/2026	96.16	
061-0000-65000-00	Office Specialists, Inc.	hand soap, paper towels, hand cleaner	06/09/2026	182.37	
061-0000-66000-00	Core & Main	tap flanges	06/09/2026	1,247.41	
061-0000-66000-00	Core & Main	brass caps	06/09/2026	705.00	
061-0000-66000-00	Quad Cities Winwater Co	seat ring	06/09/2026	518.30	
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	06/09/2026	562.50	0000093168
061-0000-66000-00	USA Bluebook, Inc.	lockout/tagout station	06/09/2026	243.73	
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE (CL SI) - DELIVERED	06/09/2026	471.75	0000093168
061-0000-66700-00	Core & Main	2026 Misc Meter Needs (Blanket PO. Will order as needed)	06/09/2026	3,200.00	0000093197
061-0000-66700-00	Core & Main	2026 Misc Meter Needs (Blanket PO. Will order as needed)	06/09/2026	25,200.00	0000093197
061-0000-66700-00	Core & Main	2026 Misc Meter Needs (Blanket PO. Will order as needed)	06/09/2026	2,912.00	0000093197
061-0000-66700-00	Core & Main	2026 Misc Meter Needs (Blanket PO. Will order as needed)	06/09/2026	26,800.00	0000093197
061-0000-66700-00	Core & Main	Return of 2026 Misc Meter Needs	06/09/2026	-3,200.00	0000093197
061-0000-66900-00	Core & Main	4FT 6IN HYDRANT - SAFETY YELLOW	06/09/2026	6,750.00	0000093256
061-0000-68500-00	IDEXX Distribution Inc.	Misc. chemicals	06/09/2026	2,029.46	
061-0000-68500-00	Hawkins, Inc	2026 Phosphate Inibitor as per bid. Will order as needed	06/09/2026	32,141.80	0000093206
061-0000-68500-00	USA Bluebook, Inc.	Misc. chemicals	06/09/2026	449.93	
061-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	124.64	
Subtotal for Division: 0000				105,553.14	
Subtotal for Fund 061				105,553.14	

Account Number	Vendor	Description	Date	Amount	PO No
067-0000-51000-00	SpringbrookSoftware LLC	05/26 CivicPay transaction fees	06/09/2026	469.41	
067-0000-51000-00	Knox County Records Office	05/26 Laredo services	06/09/2026	46.80	
067-0000-51000-00	Baker Tilly US, LLP	FY25 Audit Services	06/09/2026	525.00	0000093305
067-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	19.48	
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/20/26 to 11/15/2	06/09/2026	90.00	0000093190
067-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	16.63	
Subtotal for Divison: 0000				1,167.32	
Subtotal for Fund 067				1,167.32	
074-0000-54000-00	Stratus Networks, Inc	06/26 Service Acct# 7382	06/09/2026	10.15	
074-0000-54000-00	Amanda Willett	Cell Phone Allowance	05/31/2026	30.00	
Subtotal for Divison: 0000				40.15	
Subtotal for Fund 074				40.15	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	

Account Number	Vendor	Description	Date	Amount	PO No
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	06/09/2026	65.00	
078-0000-55500-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	15.22	
078-0000-56535-00	OSF Medical Group, Inc.	workers comp - dos 4/29/26 - pat #P692194160	06/09/2026	325.10	
078-0000-56535-00	OSF St Mary Medical Center	workers comp - dos 12/01/25 - pat #15080060501	06/09/2026	288.34	
078-0000-56535-00	Proctor Hospital	reissue workers comp dos 5/29/25 check#101967 dtd 11/17/25	06/09/2026	247.29	
078-0000-56535-00	OSF Medical Group, Inc.	workers comp - dos 3/24/26 - pat #P690432540	06/09/2026	325.10	
078-0000-56535-00	OSF St Mary Medical Center	workers comp - dos 03/24/26 - pat #15696368201	06/09/2026	4,684.12	
078-0000-56535-00	Proctor Hospital	reissue workers comp dos 5/29/25 check#101967 dtd 11/17/25	06/09/2026	69.19	
078-0000-56535-00	Jording Law PLLC	05/26 legal service	06/09/2026	1,112.50	
078-0000-56535-00	Jording Law PLLC	05/26 legal service	06/09/2026	1,395.78	
078-0000-56535-00	Jording Law PLLC	05/26 legal service	06/09/2026	650.00	
078-0000-56535-00	OSF St Mary Medical Center	workers comp - dos 04/29/26 - pat #15918211602	06/09/2026	5,186.73	
078-0000-56535-00	Proctor Hospital	reissue workers comp dos 5/29/25 check#101967 dtd 11/17/25	06/09/2026	82.05	
078-0000-56535-00	Jording Law PLLC	05/26 legal service	06/09/2026	50.00	
078-0000-56535-00	OSF St Mary Medical Center	workers comp - dos 04/29/26 - pat #15918218101	06/09/2026	902.41	
078-0000-56535-00	Adco Billings Solutions	workers comp - dos 03/05/26 - pat #MU4R6RWCA8	06/09/2026	5,347.62	
078-0000-56535-00	Adco Billings Solutions	workers comp - dos 03/05/26 - pat #MU4R6RWCA8	06/09/2026	3,444.36	
078-0000-56535-00	Jording Law PLLC	05/26 legal service	06/09/2026	50.00	
078-0000-56535-00	OSF Medical Group, Inc.	workers comp - dos 12/01/25 - pat #P666997051	06/09/2026	465.24	
078-0000-88300-00	Advanced Business Systems Inc	Monthly Copier Service	06/09/2026	31.28	
Subtotal for Division: 0000				<u>26,102.33</u>	
Subtotal for Fund 078				<u><u>26,102.33</u></u>	
091-0000-20102-00	Galesburg Sanitary Dist.	05/26 credit card processing fees	06/09/2026	-4,741.55	
091-0000-20102-00	Galesburg Sanitary Dist.	04/26 postage for liens	06/09/2026	-3.65	
091-0000-20102-00	Galesburg Sanitary Dist.	06/26 sanitary district fees - less 3% collection fee	06/09/2026	-18,410.49	
091-0000-20102-00	Galesburg Sanitary Dist.	04/26 lien & collection fees	06/09/2026	-88.00	
091-0000-22003-00	Galesburg Sanitary Dist.	06/26 sanitary district fees	06/09/2026	613,682.88	
Subtotal for Division: 0000				<u>590,439.19</u>	
Subtotal for Fund 091				<u><u>590,439.19</u></u>	
Report Total:				<u><u><u>1,350,818.01</u></u></u>	

Advance Checks and ACH Payments as of 6/15/2026

Check Date	Check #	Vendor Name	Description	Account #	Amount
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	020-0000-20102	538.45
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	024-0000-20102	77.85
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	018-0000-20102	146.00
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	001-0000-20102	25,655.00
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	019-0000-20102	5,169.30
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	001-0000-20102	123.00
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	030-0000-20102	167.51
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	030-0000-20102	450.80
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	024-0000-20102	96.63
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	061-0000-20102	23,752.26
5/28/2026	102743	Ameren Illinois	04/26 service acct #01147-55694	061-0000-20102	258.67
5/28/2026	0	Chuck Humes	05/26 umped softball - 2 games	019-1940-51400	80.00
5/28/2026	0	G & M Distributors	liquor for golf concessions	019-1920-64125	383.60
5/28/2026	0	Jack Henry & Associates	01/27 - 06/27 annual license fee	061-0000-10701	952.72
5/28/2026	0	Jack Henry & Associates	07/26 - 12/26 annual license fee	061-0000-55800	952.72
5/28/2026	102746	Joshua J Smith	05/29 - ERC music trivia night vendor payment	001-0120-58500	260.00
5/28/2026	102744	Knox County Records Office	total of 4 water/sewer/refuse lien filed	061-0000-51000	63.00
5/28/2026	102745	Marsh USA Inc	insurance for RR crossing repairs - account #2812100000	014-0000-55700	419.56
5/28/2026	0	Nathaniel Clark	05/26 - umped softball - 2 games	019-1940-51400	80.00
5/28/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00
5/28/2026	102742	Terra Engineering, Ltd.	Engineering for E Main Street Improvement Project	013-0000-78010	29,776.58
5/28/2026	0	UMR	Retiree prescription claims	073-0000-56505	6,463.93
5/28/2026	0	UMR	Employee health insurance claims	074-0000-56503	63,999.51
5/28/2026	0	UMR	Retiree health insurance claims	073-0000-56503	3,451.27
5/28/2026	0	UMR	Employee prescription claims	074-0000-56505	33,218.92
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	067-0000-51000	672.48
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	001-0410-51000	33.44
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	061-0000-51000	6,363.67
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	067-0000-51000	3,181.83
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	001-0306-51000	33.44
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	061-0000-51000	1,344.91
6/4/2026	0	Bluefin Payment Systems	05/26 UB Webpayment credit card processing fee	001-0115-51000	285.50
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1960-51000	10.67
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1945-51000	99.38
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1930-51000	5.33
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1955-51000	303.38
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1950-51000	520.03
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1925-51000	535.63
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1935-51000	88.27
6/4/2026	0	Cardconnect	05/26 Card Connect Credit card fees	019-1905-51000	651.04
6/4/2026	0	Chuck Humes	06/02 - softball umped - 2 games	019-1940-51400	80.00

Check Date	Check #	Vendor Name	Description	Account #	Amount
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	7,205.50
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	5,098.80
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	75.25
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	800.50
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	752.50
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	1,050.00
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	1,535.25
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	376.25
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	337.75
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	150.50
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	451.50
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	75.25
6/4/2026	0	Davis & Campbell LLC	05/26 legal service	001-0145-51010	1,648.50
6/4/2026	102796	Estate of David Pruett	05/30/26 - returned paychecks	001-0000-20102	8,294.36
6/4/2026	102796	Estate of David Pruett	05/15/26 - returned paychecks	001-0000-20102	2,131.93
6/4/2026	0	Euclid Beverage	liquor for golf concessions	019-1920-64125	312.70
6/4/2026	0	Farmers & Mechanics Bank	05/26 CBI Bank Trust fees	019-1920-51000	138.97
6/4/2026	0	G & M Distributors	liquor for golf concessions	019-1920-64125	321.40
6/4/2026	0	G & M Distributors	liquor for golf concessions	019-1920-64125	94.00
6/4/2026	102793	J & M Displays Inc	Event Sponsorship - Fireworks - Galesburg Lion Club	024-0000-83100	19,000.00
6/4/2026	102794	Knox County Collector	property taxes - VL former 10 Public Sq - pin - 99-10-460-004	024-0000-84500	170.58
6/4/2026	102794	Knox County Collector	property taxes - VL former 1786 Bateman St - pin - 99-02-301-016	024-0000-84500	595.62
6/4/2026	102794	Knox County Collector	property taxes - Leasehold Exempt Land - pin - 99-18-200-038	020-0000-84500	30,478.84
6/4/2026	102794	Knox County Collector	property taxes - 153 Fulton St - pin - 99-11-381-016	024-0000-84500	891.12
6/4/2026	102794	Knox County Collector	property taxes -W 1/2 NE sec 19 lyg S-I-74 - Pin 90-19-200-005	024-0000-84500	2,691.72
6/4/2026	102794	Knox County Collector	property taxes -VL NE Broad/Public Sq - pin - 99-10-460-002	024-0000-84500	790.50
6/4/2026	102794	Knox County Collector	property taxes -VL former 16 Public Sq - pin - 99-10-460-003	024-0000-84500	1,023.40
6/4/2026	102794	Knox County Collector	property taxes - Lot 1 SW sec 19 - Pin -90-19-300-003	024-0000-84500	1,316.08
6/4/2026	102794	Knox County Collector	property taxes - 794 E Berrien St- pin - 99-14-178-006	024-0000-84500	741.98
6/4/2026	102794	Knox County Collector	property taxes -VL former 46 N Pearl St - pin - 99-11-378-002	024-0000-84500	682.70
6/4/2026	102794	Knox County Collector	property taxes - SW sec 20 lyg S I-74 & NW - Pin - 90-20-300-013	024-0000-84500	2,538.16
6/4/2026	102794	Knox County Collector	property taxes - SE sec 19 lyg N RR & - Pin - 90-19-401-002	024-0000-84500	8,181.28
6/4/2026	102794	Knox County Collector	property taxes - 99 N Elm St - pin - 99-12-378-013	024-0000-84500	177.86
6/4/2026	102794	Knox County Collector	property taxes - 470 W South St - pin - 99-15-154-015	024-0000-84500	233.44
6/4/2026	102794	Knox County Collector	property taxes - VL former 1970 E Main St - pin - 99-13-104-009	024-0000-84500	1,033.78
6/4/2026	102794	Knox County Collector	property taxes - 721 Peck St - pin - 99-11-329-001	024-0000-84500	207.50
6/4/2026	102794	Knox County Collector	property taxes - VL former 363 E South St - pin - 99-15-235-033	024-0000-84500	1,935.08
6/4/2026	102794	Knox County Collector	property taxes - 946 S Seminary St - pin - 99-15-477-011	024-0000-84500	593.78
6/4/2026	102794	Knox County Collector	property taxes - VL former 175 N Cherry St - pin - 99-10-478-003	024-0000-84500	207.50
6/4/2026	102794	Knox County Collector	property taxes -VL former 85 N Broad st - pin - 99-10-460-001	024-0000-84500	1,098.68
6/4/2026	102794	Knox County Collector	property taxes -NW sec 19 lyg SW I-74 - Pin90-19-100-001	024-0000-84500	6,900.56
6/4/2026	102794	Knox County Collector	property taxes - 362 N Broad St - pin - 99-10-403-043	024-0000-84500	445.56

Check Date	Check #	Vendor Name	Description	Account #	Amount
6/4/2026	102794	Knox County Collector	property taxes - Leasehold Exempt Land - pin - 99-16-101-004	020-0000-84500	623.42
6/4/2026	102794	Knox County Collector	property taxes - PT lot 6 commissioners sub- Pin 90-19-200-002	024-0000-84500	269.00
6/4/2026	102794	Knox County Collector	property taxes - 123 Phillips St - pin - 99-11-480-002	024-0000-84500	2,776.91
6/4/2026	102794	Knox County Collector	property taxes - 714 Mulberry St - pin - 99-14-128-001	024-0000-84500	246.40
6/4/2026	102794	Knox County Collector	property taxes - VL former 193 N Cherry St - pin - 99-10-478-014	024-0000-84500	922.62
6/4/2026	102794	Knox County Collector	property taxes -3400 block Nhenderson - pin - 05-34-101-002	024-0000-84500	258.20
6/4/2026	102794	Knox County Collector	property taxes - 13.38 Acs lyg S & W of I74 - Pin 90-18-300-005	024-0000-84500	1,121.56
6/4/2026	102794	Knox County Collector	property taxes - VL former 2069 Windish Dr - pin - 99-02-152-004	024-0000-84500	328.84
6/4/2026	102794	Knox County Collector	property taxes - 826 S Seminary St - pin - 99-15-428-013	024-0000-84500	356.64
6/4/2026	102794	Knox County Collector	property taxes - 203 Pine St - pin - 99-14-204-027	024-0000-84500	144.52
6/4/2026	102795	Knox County Records Office	recording fee	001-0160-51000	62.00
6/4/2026	0	Nathaniel Clark	06/02 - umped softball - 2 games	019-1940-51400	80.00
6/4/2026	0	Oneida Network Services, Inc	06/26 internet - Kerzi acct #1101994	001-0207-54000	80.00
6/4/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00
6/4/2026	0	Quilt	05/26 Credit Card fees	019-1920-51000	1,869.32
6/4/2026	0	Sebis Postage	06/26 postage for UB Bills	061-0000-10704	7,500.00
6/4/2026	0	UMR	Employee health insurance claims	074-0000-56503	74,680.99
6/4/2026	0	UMR	Retiree prescription claims	073-0000-56505	2,471.58
6/4/2026	0	UMR	Retiree health insurance claims	073-0000-56503	26,449.49
6/4/2026	0	UMR	Employee prescription claims	074-0000-56505	11,373.65
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0305-47500	46.62
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	074-0000-47500	17.76
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0120-47500	59.94
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	017-0000-47500	22.20
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	017-0000-47500	22.20
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0605-47500	249.96
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0120-47500	59.94
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	024-0000-47500	62.71
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	019-1905-47500	257.52
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	019-1920-47500	88.80
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	078-0000-47500	11.10
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	030-0370-47500	72.15
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	061-0000-47500	359.64
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	019-1905-47500	213.12
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	030-0320-47500	72.15
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0510-47500	616.25
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	074-0000-47500	17.76
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0410-47500	155.40
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	018-0000-47500	53.28
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0205-47500	257.52
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0450-47500	73.26
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	014-0000-47500	88.80

Check Date	Check #	Vendor Name	Description	Account #	Amount
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	014-0000-47500	88.80
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0110-47500	143.74
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	078-0000-47500	11.10
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	023-0000-47500	6.66
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	067-0000-47500	11.10
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	020-0000-47500	11.10
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	030-0370-47500	72.15
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0445-47500	35.52
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0550-47500	108.78
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	024-0000-47500	117.66
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0115-47500	88.80
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0207-47500	79.92
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	023-0000-47500	6.66
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0305-47500	46.62
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	019-1975-47500	44.40
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0605-47500	205.56
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	019-1975-47500	44.40
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0115-47500	88.80
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	020-0000-47500	11.10
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0306-47500	204.24
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0306-47500	204.24
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	018-0000-47500	53.28
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	019-1920-47500	88.80
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0550-47500	108.78
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0110-47500	308.60
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	061-0000-47500	260.30
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0205-47500	257.52
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	067-0000-47500	11.10
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	030-0320-47500	72.15
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0510-47500	535.78
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0410-47500	155.40
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0450-47500	73.26
6/4/2026	102797	United Healthcare	06/26 Monthly Life Insurance Premiums	001-0207-47500	79.92
6/4/2026	102797	United Healthcare	05/26 Monthly Life Insurance Premiums	001-0445-47500	35.52
				Grand Total	\$ 462,697.89



26-1011

City Council Meeting

Agenda Item Overview

June 1, 2026

AGENDA ITEM: Ordinance to annex the property adjacent to Lincoln Park and Bunker Links Golf course, Property Identification Number 05-34-101-002.

SUMMARY RECOMMENDATION: The City Manager and Director of Community Development recommend the City Council approve the ordinance annexing property.

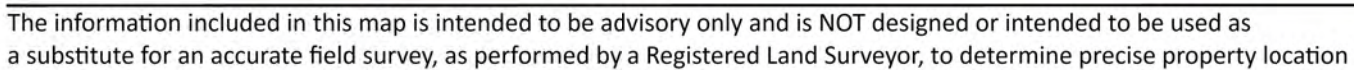
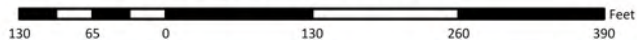
BACKGROUND: At the June 2, 2025 meeting, the City Council approved the purchase of this lot from the previous owner. The property consists of approximately 6.76 acres of vacant land that is currently being farmed. The lot is adjacent to both Bunker Links Golf Course and Lincoln Park. While there are no immediate plans for the property, the parcel provides strategic value for future municipal purposes or development.

The parcel proposed for annexation is currently zoned C, Conservation, in the County. Per City ordinance, land annexed into the City is automatically placed in the zoning district most closely corresponding to the County zoning classification, which in this case will be AG, Agricultural District.

BUDGET IMPACT: There is no impact on the budget if the annexation ordinance is approved.

SUPPORTING DOCUMENTS:

1. Aerial map – General location
2. Annexation ordinance
3. Exhibit A legal description
4. Exhibit B annexation plat



ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY
TO THE CITY OF GALESBURG, KNOX COUNTY, ILLINOIS:**

WHEREAS, a petition, signed by the legal owner or owners of record of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Galesburg, Knox County, Illinois, requesting that said territory be annexed to the City of Galesburg; and

WHEREAS, there are not electors residing within the said territory; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Galesburg; and,

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and,

WHEREAS, it is in the best interests of the City of Galesburg that said territory be annexed thereto.

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

SECTION ONE: That the following described territory, as described in EXHIBIT A, attached hereto and indicated on an accurate map of the annexed territory, (which is marked "EXHIBIT B", and is appended to and made a part of this Ordinance) is hereby annexed to the City of Galesburg, Knox County, Illinois.

SECTION TWO: That the City Clerk is hereby directed to record with the Knox County Recorder and to file with the Knox County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to said Ordinance.

SECTION THREE: That the City Clerk is hereby directed to record with the Knox County Recorder an affidavit showing that service of legal notice regarding the intention of the City to annex said territory was duly made on all public bodies required to receive notice by State Statute.

SECTION FOUR: That all ordinances or parts of ordinances, in conflict herewith, are to the extent of such conflict hereby repealed.

SECTION FIVE: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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

Roll Call #: _____

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

EXHIBIT A

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:

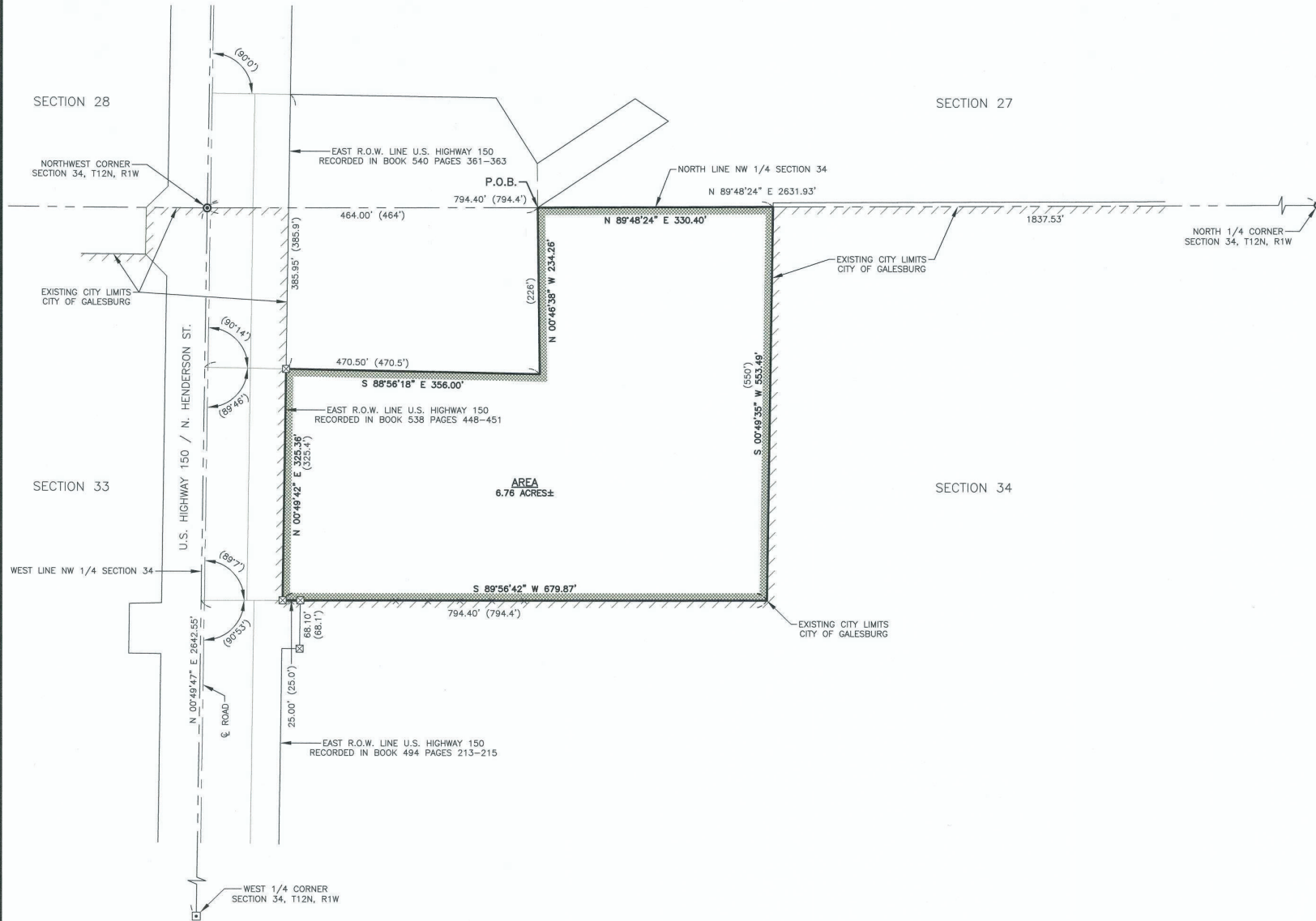
(B) A tract of land described as follows: beginning at the Northwest corner of the Northwest Quarter of said Section 34, running thence East along the North line of said Northwest Quarter of Section 34 a distance of 464 feet, thence South $2^{\circ}10'$ East 226 feet, thence Westerly 470.5 feet to a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

Total area annexed: 6.76 $\pm$ acres

Property Identification Numbers: 05-34-101-002

PLAT OF ANNEXATION

PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS.



DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER CORNER OF SECTION 34; THENCE NORTH 89°48'24" EAST, A DISTANCE OF 464.00 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°48'24" EAST, A DISTANCE OF 330.40 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00°49'35" WEST, A DISTANCE OF 553.49 FEET; THENCE SOUTH 89°56'42" WEST, A DISTANCE OF 679.87 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 150 / NORTH HENDERSON STREET; THENCE NORTH 00°49'42" EAST, A DISTANCE OF 323.36 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 150 / NORTH HENDERSON STREET; THENCE SOUTH 88°56'18" EAST, A DISTANCE OF 356.00 FEET; THENCE NORTH 00°46'38" WEST, A DISTANCE OF 234.28 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 6.76 ACRES MORE OR LESS AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

NOTES:

1. [Symbol] INDICATES CONCRETE RIGHT-OF-WAY MARKER FOUND IN PLACE.
2. [Symbol] INDICATES BRASS DISK FOUND IN PLACE.
3. [Symbol] INDICATES 2" MAG. NAIL SET THIS SURVEY.
4. [Symbol] INDICATES 5/8" X 36" REBAR WITH PLASTIC CAP STAMPED "BCZ INC." SET THIS SURVEY.
5. BEARINGS AND DISTANCES IN PARENTHESIS ARE THOSE OF RECORD; ALL OTHERS ARE FIELD MEASUREMENTS.
6. BEARINGS ARE BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE 1202.
7. TOTAL SURVEYED AREA IS 6.76 ACRES±.
8. DATE OF COMPLETION OF FIELD WORK: 04/20/2026.
9. FIELD BOOK: 26-02 PAGES 10 & 15.
10. SURVEYS IN THE NW 1/4 OF SECTION 34 BY KNOX CO. SURVEYOR, A.L. RICHEY, DATED 02/22/1906 & 06/09/1914.
11. SURVEYS IN THE SW 1/4 OF SECTION 27 BY KNOX CO. SURVEYOR, S.S. SCOTT, DATED 01/11/1951.
12. PLAT OF SURVEY BY JOHN H. PAPPMERER RECORDED AS DOC. NO. 580124 IN BOOK 654 PAGE 329.
13. PLAT OF SURVEY BY MELVIN G. ROSS RECORDED AS DOC. NO. 672675 IN PLAT BOOK 20 PAGE 50.



I DO HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, OF THE ABOVE DESCRIBED PROPERTY. I FURTHER STATE THAT A PORTION THE ABOVE DESCRIBED PROPERTY IS SITUATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEMA COMMUNITY PANEL NUMBERS 17095C0260E DATED AUGUST 2, 2011

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS.

BY: Kevin J. Cooper DATE: 4/23/26
KEVAN J. COOPER
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3716
LICENSE RENEWAL DATE: 11/30/2026

CLIENT: CITY OF GALESBURG

Bruner, Cooper & Zuck, Inc.

Civil Engineers • Structural Engineers • Architects • Land Surveyors
Professional Design Firm LS/ARC/PE/SE Corp. 184-002633-0015
bcz@bczengineering.com www.bczengineering.com

188 East Simmons St. Galesburg, Illinois 61401 309.343.9282	308 North 3rd Street Burlington, Iowa 52601 319.752.9282	835 Golden Valley Drive Bettendorf, Iowa 52722 563.355.1850
JOB NO. 2026089	DATE: 04/23/2026	
DRAWN: PJM	CHECKED: ERW	APPROVED: KJC



26-1012

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Donation of decommissioned police vehicle to Galesburg Area Vocational Center (GAVC).

SUMMARY RECOMMENDATION: The City Manager and Police Chief recommend approval of an ordinance authorizing the sale of a decommissioned 2013 Ford Explorer to GAVC for \$1 to utilize as a component of their law enforcement curriculum.

BACKGROUND: GAVC provides career and technical education programs for Galesburg CUSD 205 students and students from surrounding school districts. The program helps develop a skilled workforce and prepares students for future careers through hands-on technical education in a variety of fields, including manufacturing, food service, childhood development, health services, construction, automotive technology, information technology, and public safety.

GAVC currently utilizes a retired squad vehicle for hands-on training in its law enforcement courses, allowing students to gain practical experience with specialized equipment and traffic stop procedures. The City previously donated a vehicle in 2012, which has served the program well but has now exceeded its useful life.

The City currently owns a decommissioned 2013 Ford Explorer Police Squad Vehicle that has completed its service life as a patrol vehicle. It is proposed that this retired vehicle be sold to GAVC for \$1 for use in hands-on law enforcement training. The vehicle will be housed at Galesburg High School and maintained by the School District. It will be used solely for training purposes, with all instruction taking place on school property. All Galesburg Police Department markings will be removed prior to transferring possession of the vehicle.

GAVC provides valuable training opportunities for local students interested in pursuing careers in law enforcement. Providing this retired vehicle in support of that mission represents an investment in local youth and the future workforce of local and regional law enforcement agencies.

BUDGET IMPACT: Sale of the retired police squad vehicle for \$1 will forego the revenue that would have been generated through a public auction, which is estimated at \$2,000 - \$4,000.

SUPPORTING DOCUMENTS:

1. Vehicle Donation Special Ordinance

SPECIAL ORDINANCE NO. _____

WHEREAS, the City of Galesburg (“City”) is a home rule municipality in accordance with the 1970 Constitution of the State of Illinois; and

WHEREAS, Article VII, Section 6 (a) of the Illinois Constitution grants a home rule authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City owns a 2013 Ford Explorer Police Squad unit that is no longer in service; and

WHEREAS, the City would like to sell the decommissioned 2013 Ford Explorer Squad to Galesburg Area Vocational Center for \$1 to be utilized for training purposes; and

WHEREAS, the City Council finds that it is appropriate and in the best interests of the City of Galesburg to exercise its authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Illinois Constitution to sell the vehicle by the passage of this ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GALESBURG, ILLINOIS, A MUNICIPAL CORPORATION, AS FOLLOWS:

SECTION ONE: The statements in the preamble are true in substance and in fact and are incorporated herein as findings by the City Council.

SECTION TWO: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, any documents necessary to effectuate the sale of the 2013 Ford Explorer Police Squad, VIN 1FM5K8AR9DGB20903, for \$1 to Galesburg Area Vocational Center.

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

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

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



26-2012

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Ameren Illinois Easement to connect to the airport solar project

SUMMARY RECOMMENDATION: The City Manager and Public Works Director recommend approval of an easement agreement with Ameren Illinois to facilitate the connection of the proposed airport solar project to the electrical grid.

BACKGROUND: In February 2019, the City Council approved the lease of land at the Harrel W. Timmons Galesburg Regional Airport for the development of a solar array project. The energy generated by the solar facility must be connected to the electrical grid through Ameren Illinois. As a result, Ameren has requested a perpetual easement from the City of Galesburg to construct the infrastructure necessary to serve the project.

The proposed easement will be approximately 20 feet wide and 110 feet long and will be located within the existing farm field near the end of Pickard Road.

BUDGET IMPACT: Ameren will compensate the City \$1.00 for the easement.

SUPPORTING DOCUMENTS:

1. Resolution
2. Easement Agreement

Resolution No. _____

**A RESOLUTION AUTHORIZING A PERPETUAL EASEMENT
WITH AMEREN ILLINOIS**

WHEREAS, on February 7, 2019, the City Council approved leasing land on airport property for the purposes of establishing a new solar array project; and

WHEREAS, the energy generated from this solar project needs to be connected to the electrical grid via Ameren Illinois; and

WHEREAS, Ameren Illinois is desirous of a perpetual easement from the City of Galesburg to construct the necessary infrastructure to connect to the solar project; and

WHEREAS, the easement is located on the following property:

That part of the East Half of the Southeast Quarter of Section 18 (E ½ SE 18), Township 11 North, Range 1 East of the Fourth Principal Meridian, Knox County, Illinois.

Part of PIN: 99-18-300-003; and

WHEREAS, a description of the easement is as follows:

That part of the Southeast Quarter of Section 18, Township 11 North, Range 1 East of the Fourth Principal Meridian, Knox County, Illinois, described as: Commencing at the Northeast corner of the Southeast Quarter of said Section 18; thence South 00°36'41" West on the East line of the Southeast Quarter of said Section 18 a distance of 44.00 feet; thence North 89°23'19" West 46.43 feet to the point of the beginning of the easement herein described: Thence South 00°10'24" West 20.00 feet; thence North 89°49'36" West 110.00 feet; thence North 00°10'24" East 20.00 feet; thence South 89°49'36" East 110.00 feet to the point of beginning. Containing 2200.00 Sq. Ft. or 0.051 acres, more or less; and

WHEREAS, the City Council finds that providing Ameren Illinois with an easement is in the best interests of the citizens of Galesburg.

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

SECTION 1: The foregoing recitals are found to be true and correct and are hereby incorporated in this Resolution as though fully set forth herein.

SECTION 2: The Mayor and/or the City Manager is authorized and directed to enter into the Easement Agreement with Ameren Illinois in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

SECTION 3: The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor and/or City Manager.

SECTION 4: This Resolution shall be in full force and effect from and after its approval and passage as provided by law.

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

Roll Call #:

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

REMS INFORMATION

Agreement ID: AIC-202604-63795

Project ID: 82947

EASEMENT

(Electric)

PIN: 99-18-300-003

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 20____, that **THE CITY OF GALESBURG, ILLINOIS a Municipal Corporation**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, inspect, protect, repair, relocate, modify, add to the number of and remove electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, appliances and other appurtenances thereto, including transformers, cabinets, and pedestals (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 18, Township 11 North, Range 01 East, of the 4th Principal Meridian, in Knox County, State of Illinois, to-wit:

Property Description - from Warranty Deed recorded in the Knox County Recorder's Office:
The East half of the Southeast Quarter of Section Eighteen (E ½ SE 18) in Township 11 North, Range 1 East of the 4th Principal Meridian.

Easement Description, (hereinafter "Easement Area"):

Easement Area described and shown on Exhibit A, attached hereto and made a part hereof.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same

deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of the Facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

THE CITY OF GALESBURG, ILLINOIS

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF _____ } SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as 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.

Capacity Claimed By Signator(s)			
☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

My Commission Expires

Notary Public

Affix Notary Stamp Below

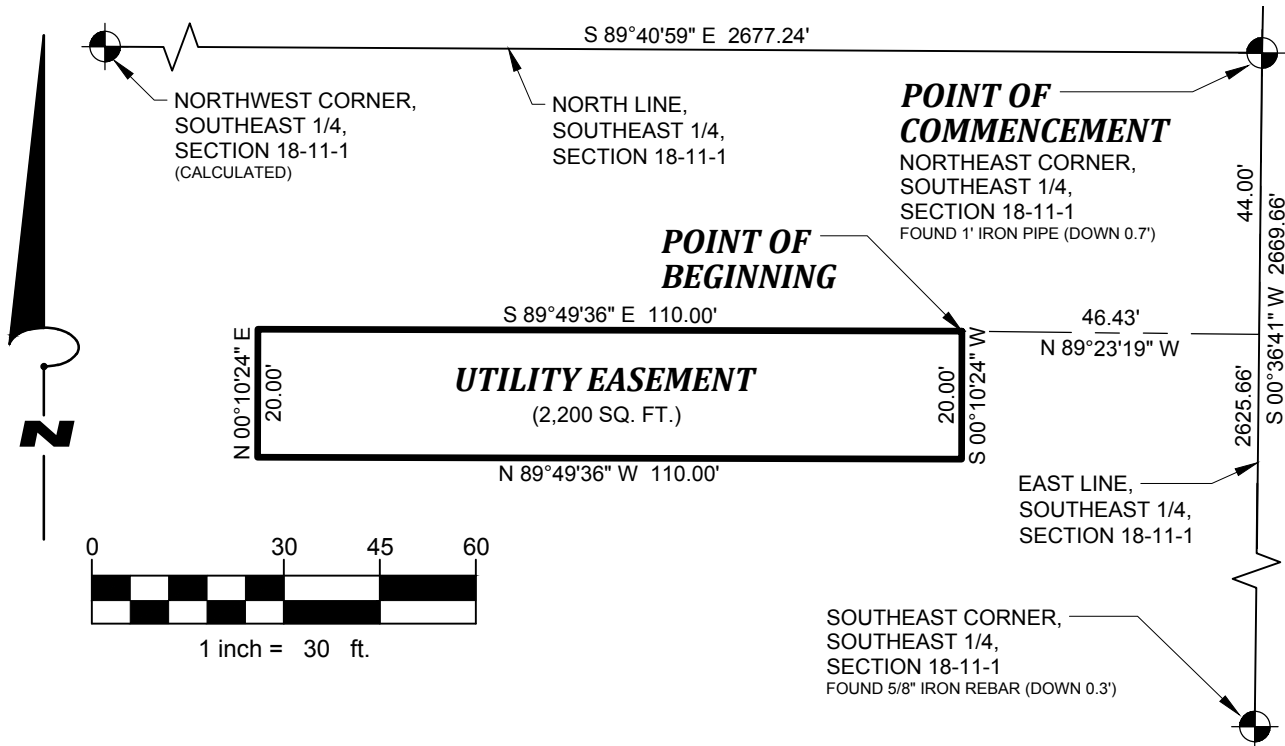
Prepared By: Shawnee Professional Services
104 S. 4th Street
Vienna, IL 62995

Return To: Shawnee Professional Services
Attn: Kirsten Clark
PO Box 125
Vienna, IL 62995

WR#: IA50574
40.939674, -90.423123
05/08/2026

EXHIBIT A

IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS



1670 LINCOLN RD. ALLEGAN, MI. 49010
269.673.8465
www.gowightman.com

CLIENT: COMMUNITY POWER GROUP
PROJECT: GALESBURG AIR SOLAR

JOB No: 252595
DATE: APRIL 17, 2026
SCALE: 1" = 30'



26-3021

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Bid recommendation for the purchase of an acoustic water leak detection system.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, Water Superintendent, and Purchasing Agent recommend that the City Council approve the proposal from Core and Main, in partnership with Orbis Intelligent Systems, in the amount of \$39,375.00 for the purchase of an acoustic water leak detection system.

BACKGROUND: The City of Galesburg Water Division recently determined that aging infrastructure has resulted in a non-revenue water (NRW) rate of approximately 40%. NRW refers to water that is treated and pumped into the distribution system but does not reach utility customers, primarily due to leaks and water main breaks. Addressing this issue requires the systematic identification and repair of leaks. Traditional leak detection methods are often labor-intensive, less accurate, and reliant on outdated technology.

During a recent trial of an above-ground leak detection system using Orbis SmartCap devices installed on various hydrants, the Water Division successfully identified and repaired multiple leaks. This proactive approach enables the Division to pinpoint emerging small-scale leaks within a six- to eight-foot radius, helping to reduce catastrophic water main breaks that can cause property damage and service disruptions.

The request for proposals was advertised in the Galesburg Register-Mail, posted on the City's website, and distributed by email to all known service providers. Two vendors submitted proposals: Ferguson Waterworks and Core and Main. Ferguson Waterworks, in partnership with Aquarius Spectrum (AQS), proposed an acoustic sensor system; however, its base pricing did not include software and data costs. Core and Main, partnering with Orbis Intelligent Systems, submitted the lowest and most comprehensive proposal in the amount of \$39,375, including hardware, software, and data services.

Following a thorough review, City staff determined that Core and Main met all RFP requirements and offers the most advantageous solution for the City. The Water Division expects to have the system installed and operational later this summer.

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

SUPPORTING DOCUMENTS: None



26-3022

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Bid recommendation for replacement of squad car, Unit #21

SUMMARY RECOMMENDATION: The City Manager, Police Chief, Director of Human Resources and Purchasing Agent recommend that the City Council approve the bid from Vogler Motor Company Inc (Carbondale, IL) in the amount of \$49,768.00 for the replacement of former Unit #21.

BACKGROUND: A City of Galesburg Police Department squad car was involved in an accident on October 13, 2025. Following inspection of the vehicle, it was determined to be a total loss, and the City received insurance proceeds totaling \$38,710 for the claim. Because this unit is essential to daily operations, the department requested a replacement vehicle. Bid specifications were developed for a new Ford Police Interceptor Utility AWD. Due to ongoing issues with the City's current hybrid police interceptors, a gasoline-powered model was specified for this purchase.

The request for bids was advertised in the Galesburg Register-Mail, posted on the City's website, and distributed by email to all known Ford dealers on file. Four dealers submitted bids. Vogler Ford submitted the lowest responsive bid in the amount of \$49,768.00 for a 2027 Ford Police Interceptor Utility AWD. City staff confirmed that the vehicle meets all bid specifications. The gasoline-powered models are part of the final production run, with delivery expected in October 2026.

City staff recommend approval of this purchase.

BUDGET IMPACT: The purchase of this unit would be covered by insurance proceeds and available funds in the Vehicle Replacement Fund.

SUPPORTING DOCUMENTS: Bid Tabulation

CITY OF GALESBURG

Finance Department

Bid Tabulation: 2027 Ford Police Interceptor #21

Bids Due: 6/3/2026

Attended by: T.Miller/ D.Poland/ R.Sage / K.Legate

Company City, State	Vogler Motor Company Inc Carbondale, IL	Bob Maxey Ford Inc Detroit, MI	Bob Ridings Inc Taylorville, IL	Victory Lane Ford Litchfield, IL
Cost of New Unit #21:	49,768.00	50,955.00	49,893.00	53,436.00
Make & Model of Unit Offered:	2027 Ford Police Interceptor Utility AWD - Gas Model	2027 Ford Police Interceptor Utility	2027 Ford Police Interceptor AWD Utility	2027 Ford Police Interceptor AWD Utility - Hybrid Model
Delivery Date:	October 2026	September 2026	September/October 2026 if ordered by 6/15/26	90-120 days
Warranty Information:	Bumper to Bumper 3 year / 36,000 mi Powertrain 5 year / 100,000 mi	Bumper to Bumper 3 year / 36,000 mi Powertrain 5 year / 100,000 mi	Bumper to Bumper 3 year / 36,000 mi Powertrain 5 year / 100,000 mi	Bumper to Bumper 3 year / 36,000 mi Powertrain 5 year / 60,000 mi Roadside Assistance 5 year / 60,000 mi Additional: Powertrain Quoted 5 year /100,000 mi

****Low and Best Bid**



26-3023

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Consider bids on the sale of City-owned properties.

SUMMARY RECOMMENDATION: The City Manager, Director of Community Development, Code Compliance Supervisor, and Purchasing Agent recommend the following actions for the twelve tracts on which bids were received:

ACCEPT HIGH BID:

- Tract 1: Christopher A'Hearn for \$2,750
- Tract 2: Galesburg Christian School Association for \$251.01
- Tract 3: Lomac Payton for \$400
- Tract 4: Asencion Duran for \$150
- Tract 6: Mark Rasmussen for \$351
- Tract 8: Marc Bailey for \$2,000
- Tract 9: Jason Ericson for \$2,000
- Tract 10: iRentals, Inc. for \$1,399
- Tract 11: Cashton Hillery for \$500
- Tract 13: Eiker's Outdoor Creations for \$1,000

ACCEPT SOLE BID:

- Tract 7: No Limb it Landscaping LLC for \$100



ACCEPT BEST BID:

Tract 5: Griselda Gandarilla for \$100.

There was an equal bid submitted by No Limb It Landscaping, LLC; however, staff considered that Ms. Gandarilla owns the adjoining property and submitted a Development Plan bid to expand that property.

BACKGROUND: On June 1, 2026, bids for the sale of City-owned properties were opened. Thirteen vacant parcels were offered for sale. Bids were received on twelve of the tracts offered. One parcel received a single bid, while eleven parcels received multiple bids.

Attached as Exhibit A for City Council review is a summary of each bid received. Information is also provided for each tract, including its location, current zoning classification, and staff recommendation.

Please note that a three-fourths majority vote is required to approve a bid. A simple majority vote is required to reject a bid.

BUDGET IMPACT: Based on the recommended actions, the City would receive \$11,001.01 from the sale of twelve tracts. The City would also eliminate the annual maintenance costs associated with these properties. All proceeds from the sales will be deposited into Fund 23 – Property Redevelopment.

SUPPORTING DOCUMENTS:

1. Exhibit A Staff Recommendations on 2026 City-owned Property Sale.
2. Location Map of City-Owned Properties.

Tract Number	Parcel Number/ Location	Bidders Name	Bid Amount	Description	Zoning	Recommendation	Nuisance Issues
1	9915380003 VL Formerly 362 W Fourth St	Christopher A'Hearn	\$2,750	DPB Yard expansion	M-2 Heavy Industrial	Staff Recommends high bid	All issues have been complied.
1	9915380003 VL Formerly 362 W Fourth St	No Limb it Landscaping LLC	\$100	NDPB	M-2 Heavy Industrial	Not high bid	None
1	9915380003 VL Formerly 362 W Fourth St	Michael Holeman	\$300	DPB Yard expansion	M-2 Heavy Industrial	Not high bid	None
2	9915177002 VL Formerly 404 W Brooks St	No Limb it Landscaping LLC	\$100	NDPB	R-1B Single Family	Not high bid	None
2	9915177002 VL Formerly 404 W Brooks St	Galesburg Christian School Association	\$251.01	DPB Yard Expansion	R-1B Single Family	Staff Recommends high bid	None
3	9915154058 VL Formerly 526 W South St	No Limb it Landscaping LLC	\$100.00	NDPB	R-2 Two Family	Not high bid	None
3	9915154058 VL Formerly 526 W South St	Lomac Payton	\$400	NDPB	R-2 Two Family	Staff Recommends high bid	All issues have been complied

4	9910326029 VL Formerly 494 Clark St	Shannon Scott	\$100.00	NDPB	R-2 Two Family	Not high bid	None
4	9910326029 VL Formerly 494 Clark St	No Limb it Landscaping LLC	\$100.00	NDPB	R-2 Two Family	Not high bid	None
4	9910326029 VL Formerly 494 Clark St	Asencion Duran	\$150.00	DPB Yard expansion	R-2 Two Family	Staff Recommends high bid	All issues have been complied
5	9914352012 VL Formerly 946 S Pearl St	No Limb it Landscaping LLC	\$100.00	NDPB	R-1B Single Family	Not best bid	None
5	9914352012 VL Formerly 946 S Pearl St	Griselda Gandarilla	\$100.00	DPB Yard expansion	R-1B Single Family	Staff Recommends best bid for use of the property.	None
6	9914305006 VL Formerly 793 S Seminary St	No Limb it Landscaping LLC	\$100	NDPB	R-1B Single Family	Not high bid	None
6	9914305006 VL Formerly 793 S Seminary St	Mark Rasmussen	\$351	NDPB	R-1B Single Family	Staff Recommends high bid	All issues have been complied
7	9914153002 VL Formerly 325 S Chambers St	No Limb it Landscaping LLC	\$100.00	NDPB	R-3A Multi- Family	Staff Recommends sole bid	None

8	9913327009 VL Formerly 751 Michigan Ave	No Limb it Landscaping LLC	\$100	NDPB	R-1A Single Family	Not high bid	None
8	9913327009 VL Formerly 751 Michigan Ave	Marc Bailey	\$2,000	DPB Yard Expansion	R-1A Single Family	Staff Recommends high bid	All issues have been complied
8	9913327009 VL Formerly 751 Michigan Ave	Mark Rasmussen	\$351	NDPB	R-1A Single Family	Not high bid	All issues have been complied
9	9914226027 VL Formerly 84 Division St	No Limb it Landscaping LLC	\$100.00	NDPB	R-2 Two Family	Not high bid	None
9	9914226027 VL Formerly 84 Division St	Jason Ericson	\$2,000	DPB Yard Expansion	R-2 Two Family	Staff Recommends high bid	None
10	9912354037 VL Formerly 1911 E Main St	No Limb it Landscaping LLC	\$100	NDPB	R-1B Single Family	Not high bid	None
10	9912354037 VL Formerly 1911 E Main St	Mark Rasmussen	\$251	NDPB	R-1B Single Family	Not high bid	All issues have been complied

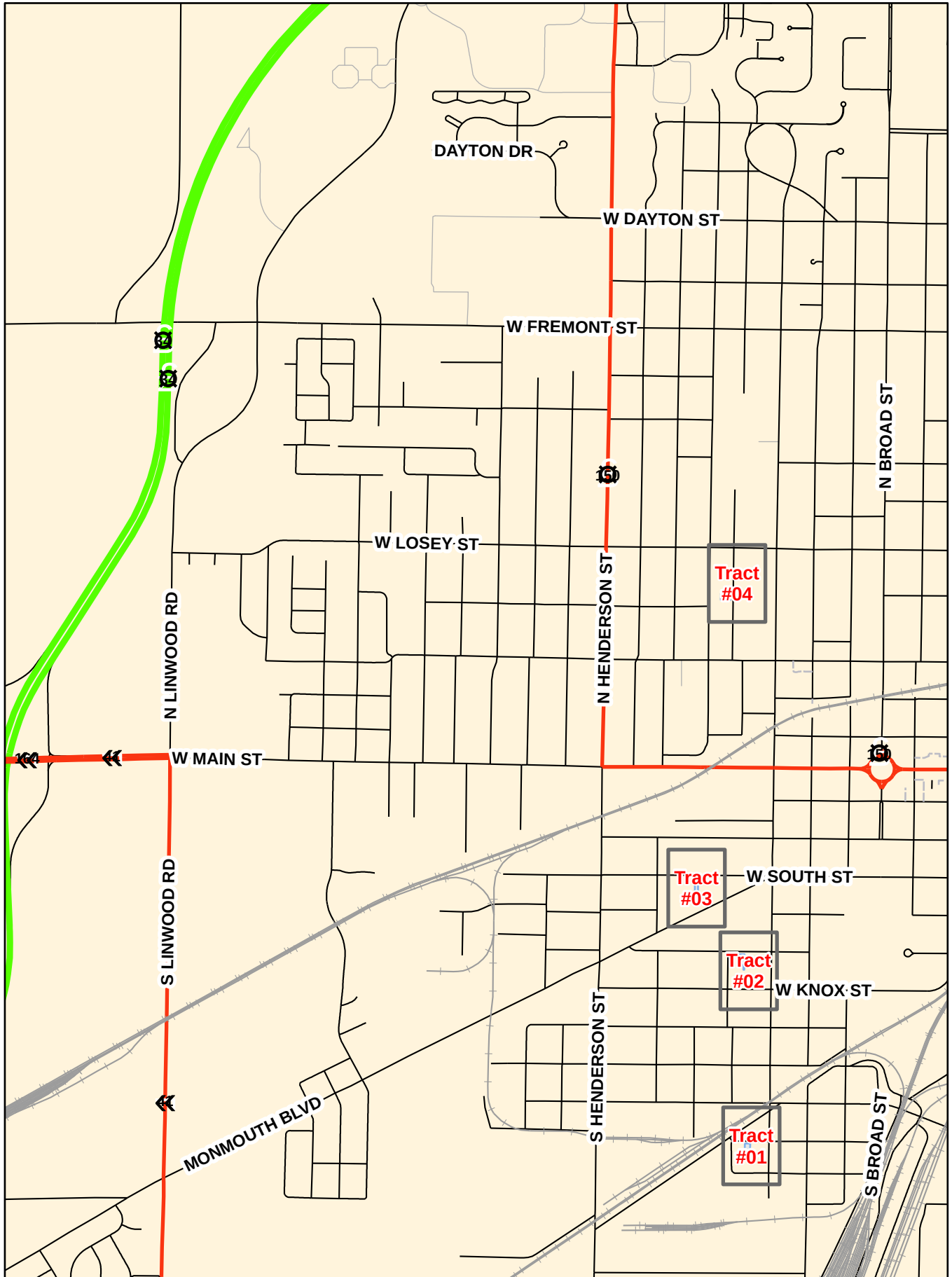
10	9912354037 VL Formerly 1911 E Main St	iRentals, Inc.	\$1,399	DPB Yard Expansion	R-1B Single Family	Staff Recommends high bid	All issues have been complied
11	9911380023 VL Formerly 286 Fulton St	No Limb it Landscaping LLC	\$100	NDPB	R-2 Two Family	Not high bid	None
11	9911380023 VL Formerly 286 Fulton St	Cashton Hillery	\$500	DPB Yard Expansion	R-2 Two Family	Staff Recommends high bid	None
11	9911380023 VL Formerly 286 Fulton St	Mark Rasmussen	\$351	NDPB	R-2 Two Family	Not high bid	All issues have been complied
13	9019477005 VL Formerly 694 US Hwy 150 E	No Limb it Landscaping LLC	\$100	NDBP	B-2 General Business	Not high bid	None
13	9019477005 VL Formerly 694 US Hwy 150 E	Eiker's Outdoor Creations	\$1,000	DPB Construction building & display area for United Metal Buildings	B-2 General Business	Staff Recommends high bid	None



Community Development Department
Operating Under Council-Manager Government Since 1957

Available City-Owned Properties West of Broad Street

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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

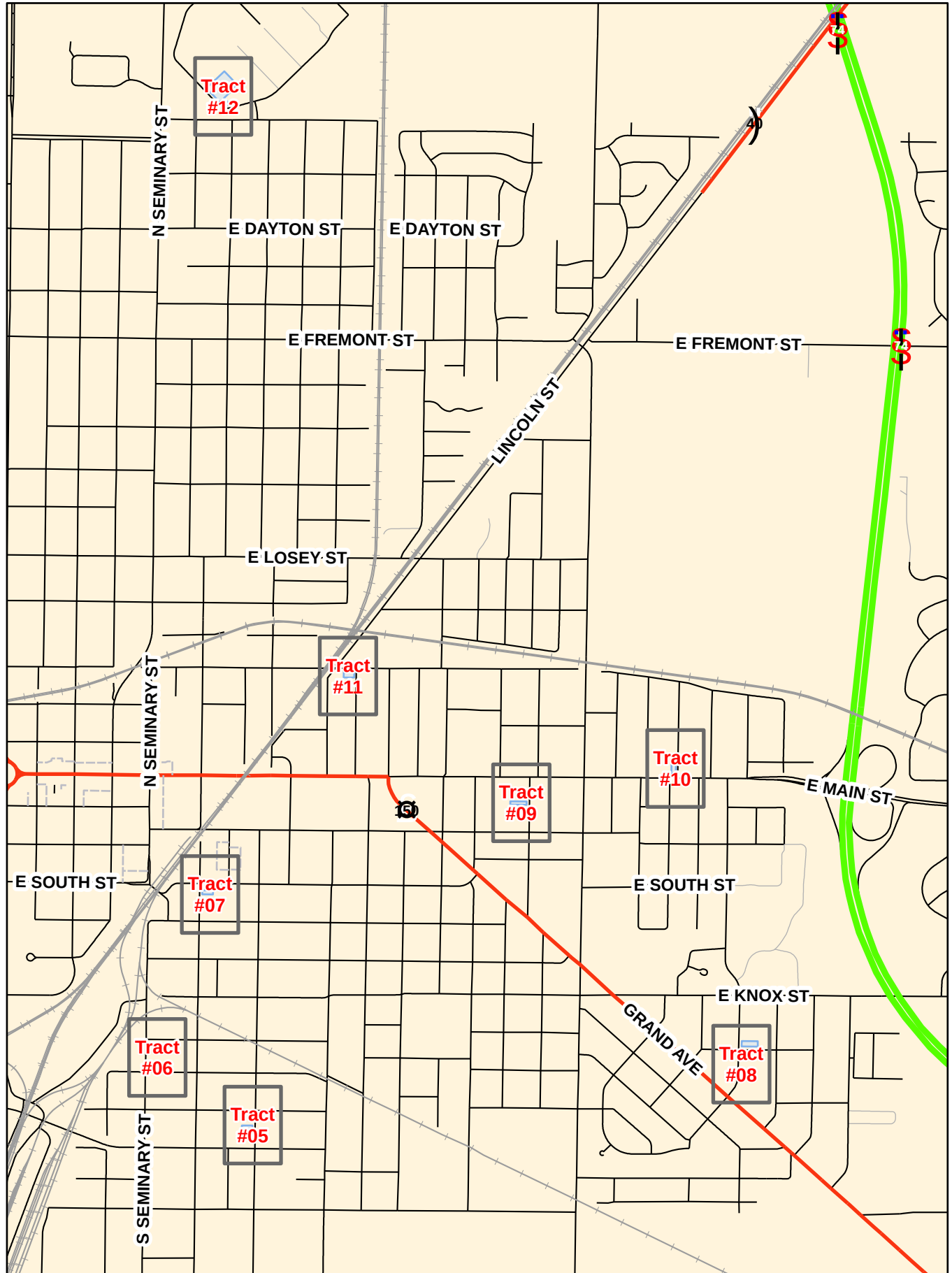
March 17, 2026



Community Development Department
Operating Under Council-Manager Government Since 1957

Available City-Owned Properties East of Broad Street

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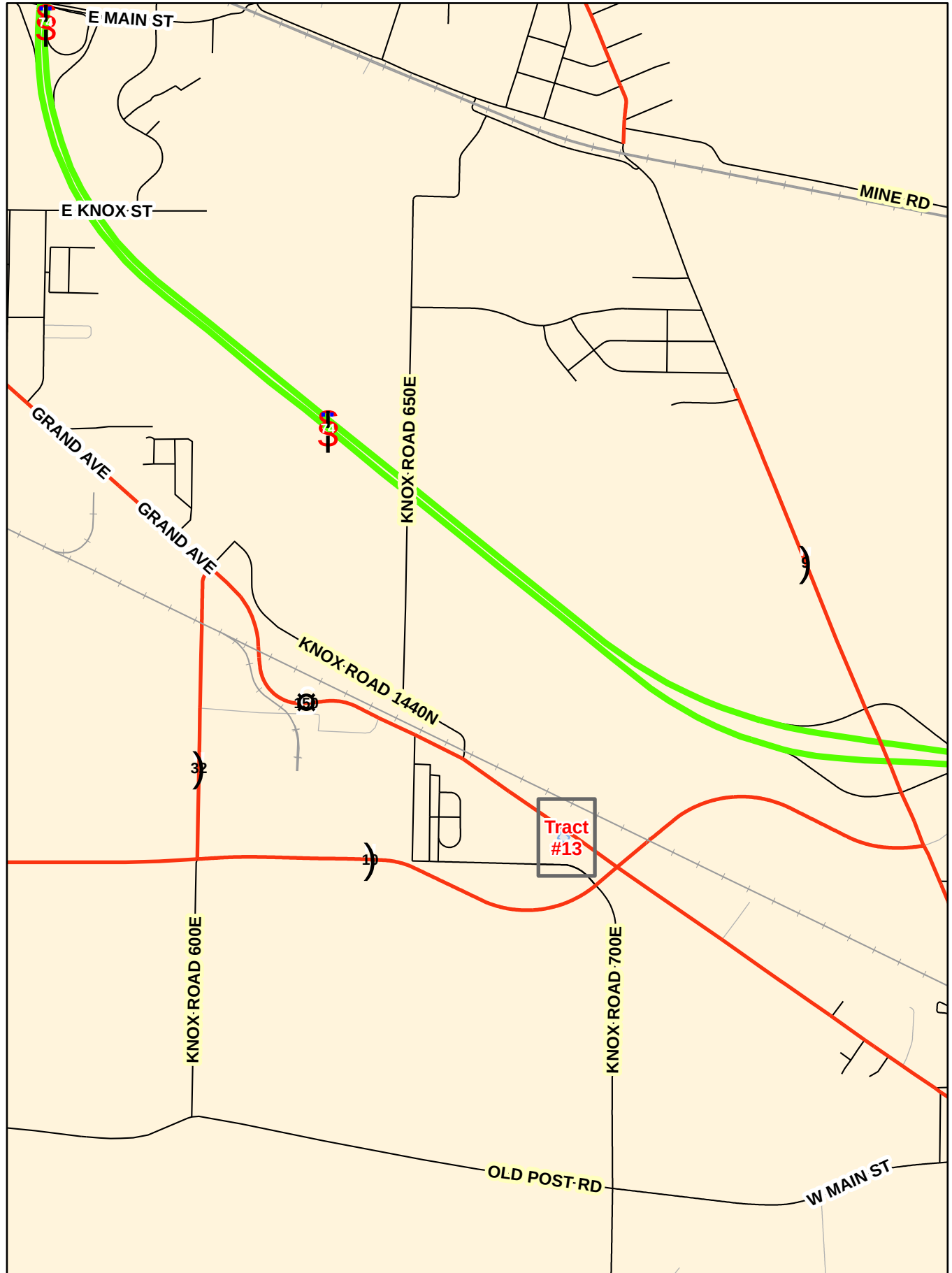
March 17, 2026



Community Development Department
Operating Under Council-Manager Government Since 1957

Available City-Owned Properties US 150 Area

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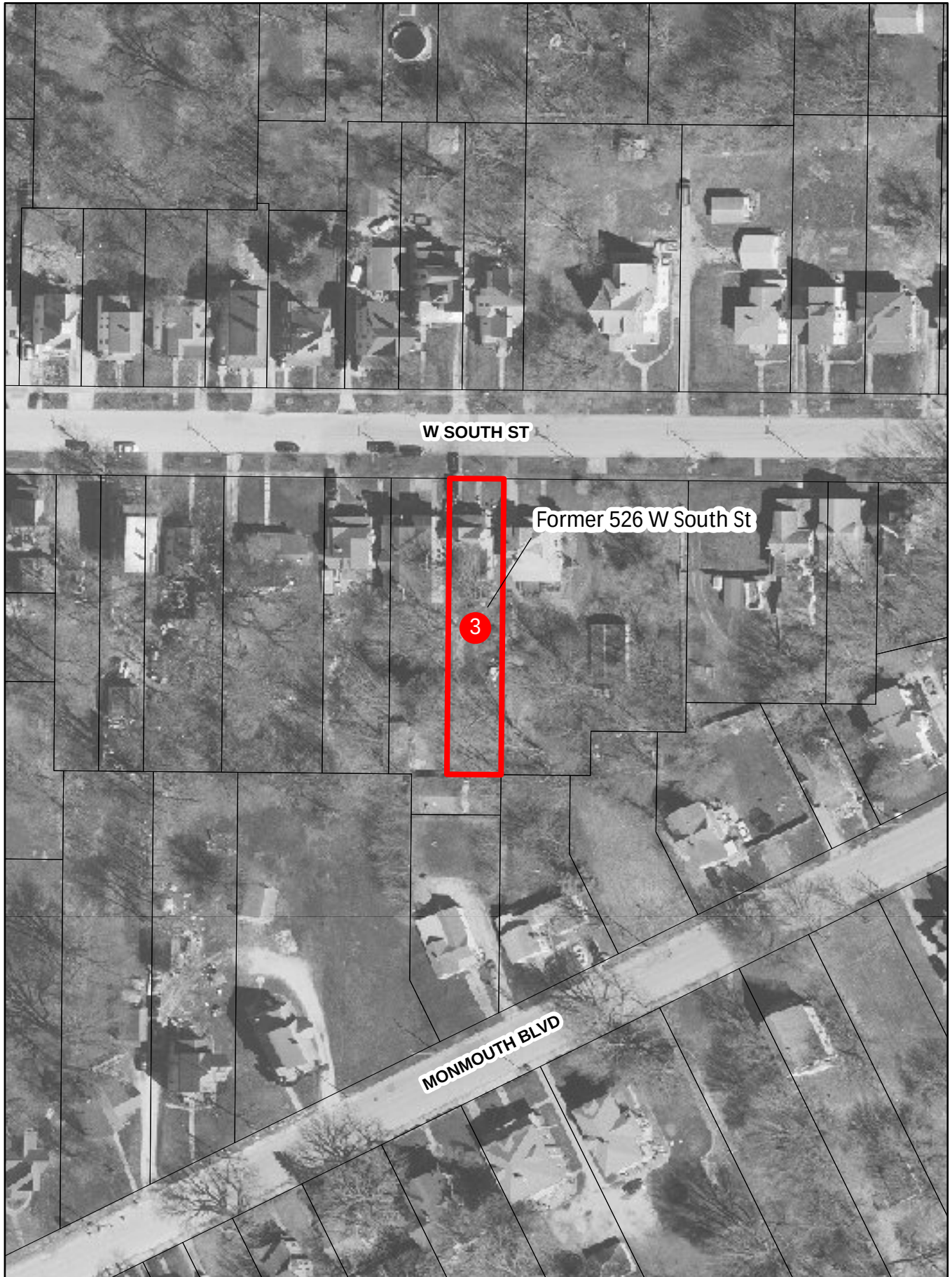
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March 17, 2026



Tract #02





Tract #04

100 50 0 100 200 Feet

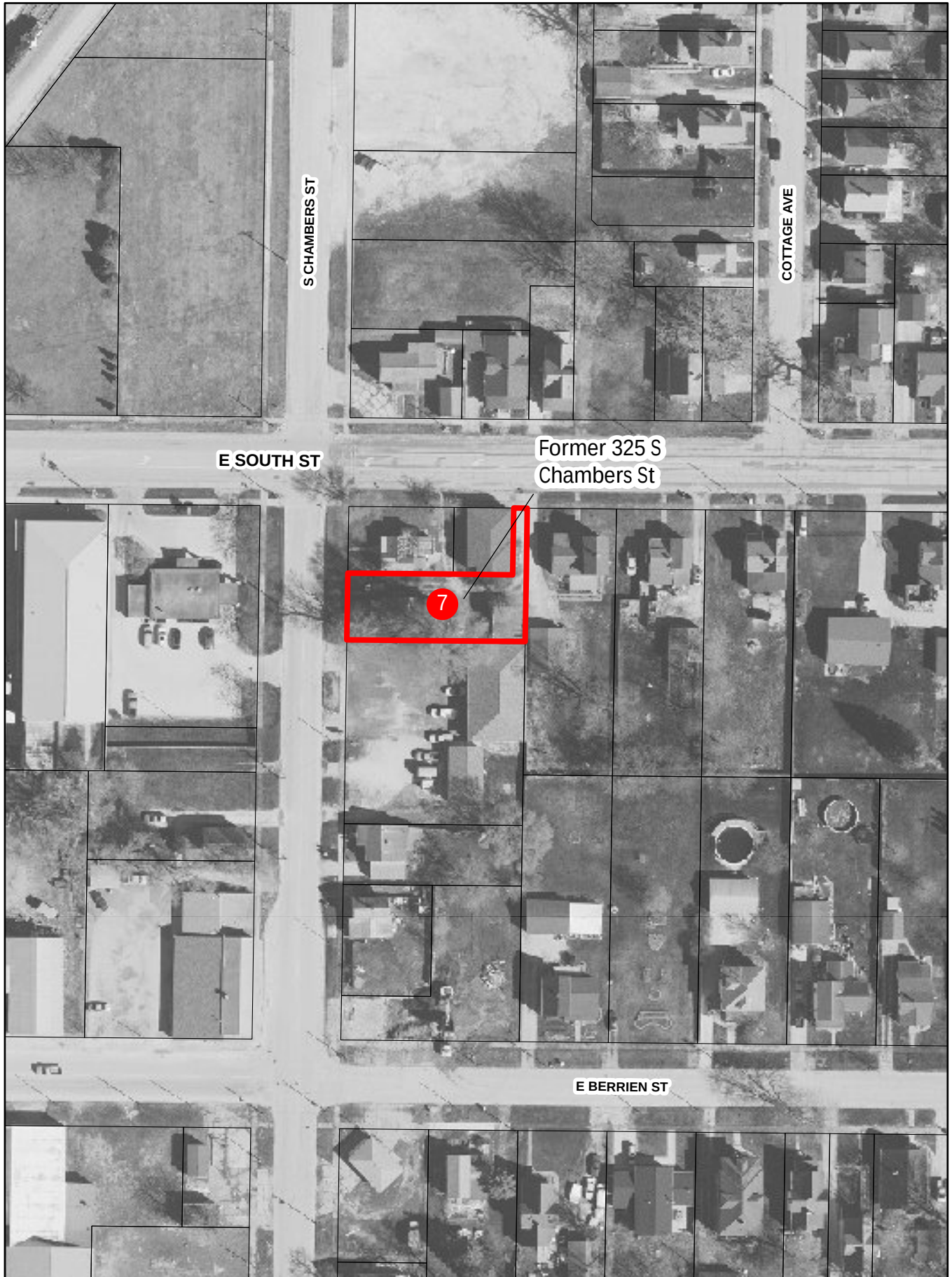




Tract #06

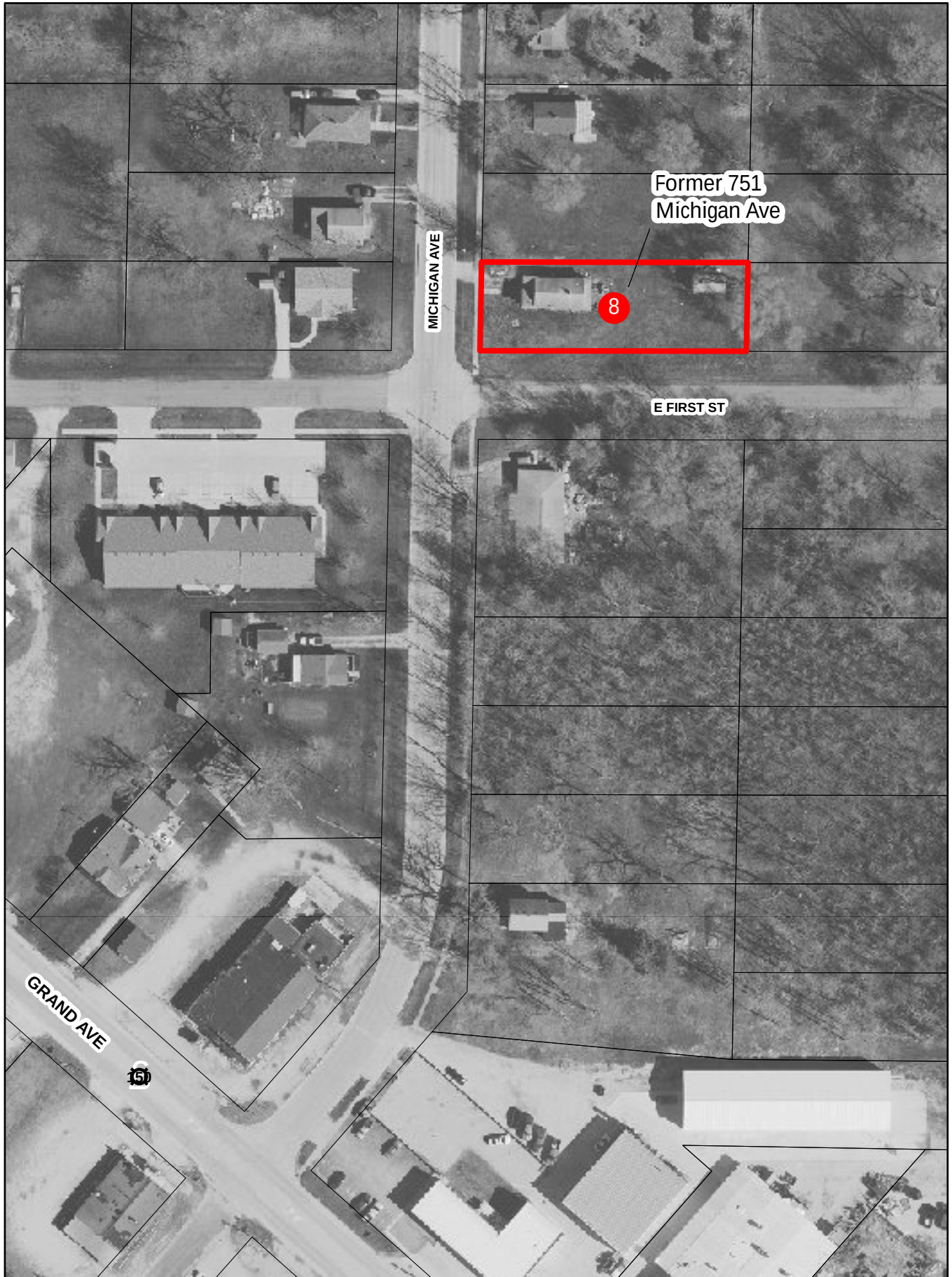


Tract #07



Tract #08

100 50 0 100 200 Feet



Tract #09

100 50 0 100 200 Feet



Tract #10



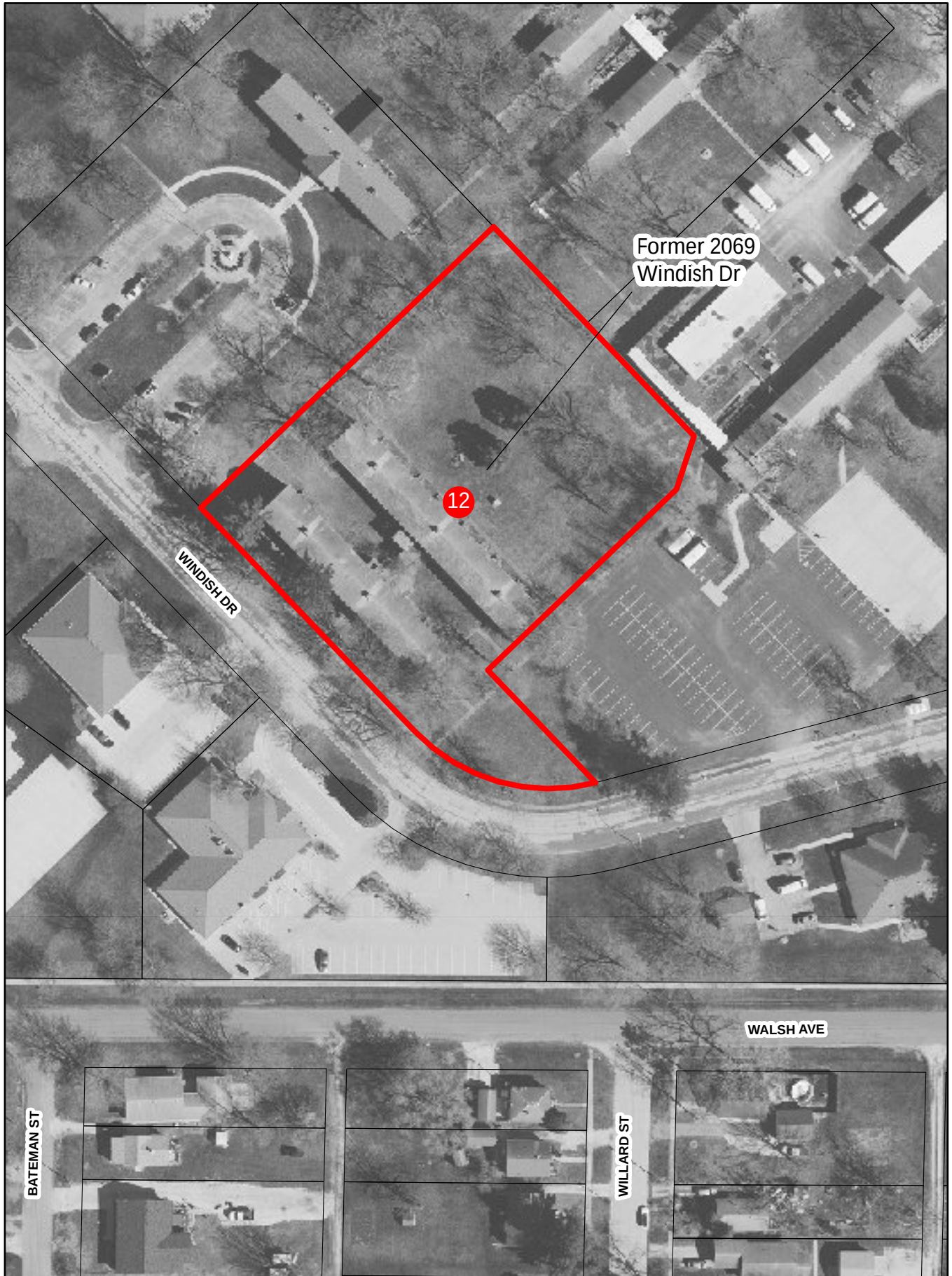
Tract #11

100 50 0 100 200 Feet



Tract #12

100 50 0 100 200 Feet





Community Development Department
Operating Under Council-Manager Government Since 1957

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Tract #13



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March 17, 2026
Imagery: March 2020



26-4039

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Approval of Community Power Group (CPG) third 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 third 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 at the Logistics Park and one at the Airport. The City Council subsequently approved a lease agreement with CPG in February 2019 for the airport site. CPG plans to install a 2.0-megawatt solar array on the leased airport property. Upon commencement of power generation, the annual lease amount will be \$1,200 per leased acre, with a 1.5% annual escalator. The proposed lease amount is nearly five times greater than the previous rent amount. It is estimated that approximately 12.2 acres will be leased at this location.

The original lease term was 25 years, with the option for up to two consecutive five-year extensions upon mutual agreement of the parties. The project has been delayed due to the Ameren and FAA approvals required for the site. The two previous lease amendments extended the required construction start date established in the original agreement.

The third amendment primarily incorporates language resulting from the FAA's review and CPG's financing requirements. The amendment includes the following changes to the lease agreement:

- Establishes the final lease area based on the approved project design.
- Waives the City's right to receive a one-time upfront lump-sum payment of a lesser amount.
- Defines a laydown area for project construction.
- Requires the lessee to provide final civil and electrical drawings, as well as an ALTA survey, upon project completion.
- Reserves the City's perpetual right of flight over the premises for airport operations.
- Adds permanent restrictions on the premises to prevent interference with airport operations.
- Removes duplicate language regarding the City's right to inspect the facility that is addressed elsewhere in the agreement.

It is anticipated that this will be the final amendment to the lease agreement. Construction of the solar facility is expected to begin later this year.



BUDGET IMPACT: None

SUPPORTING DOCUMENTS:

1. Original Lease Agreement
2. Third 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.

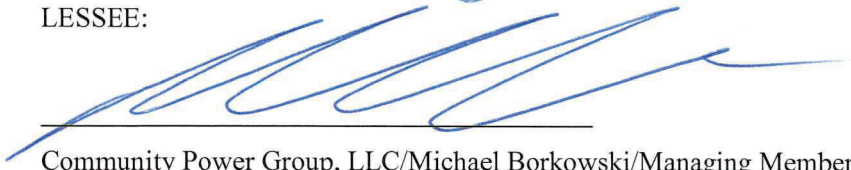
K.15. Nuisance At all times during the Lease Term and such further time as Lessee occupies the Premises, Lessee agrees not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise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

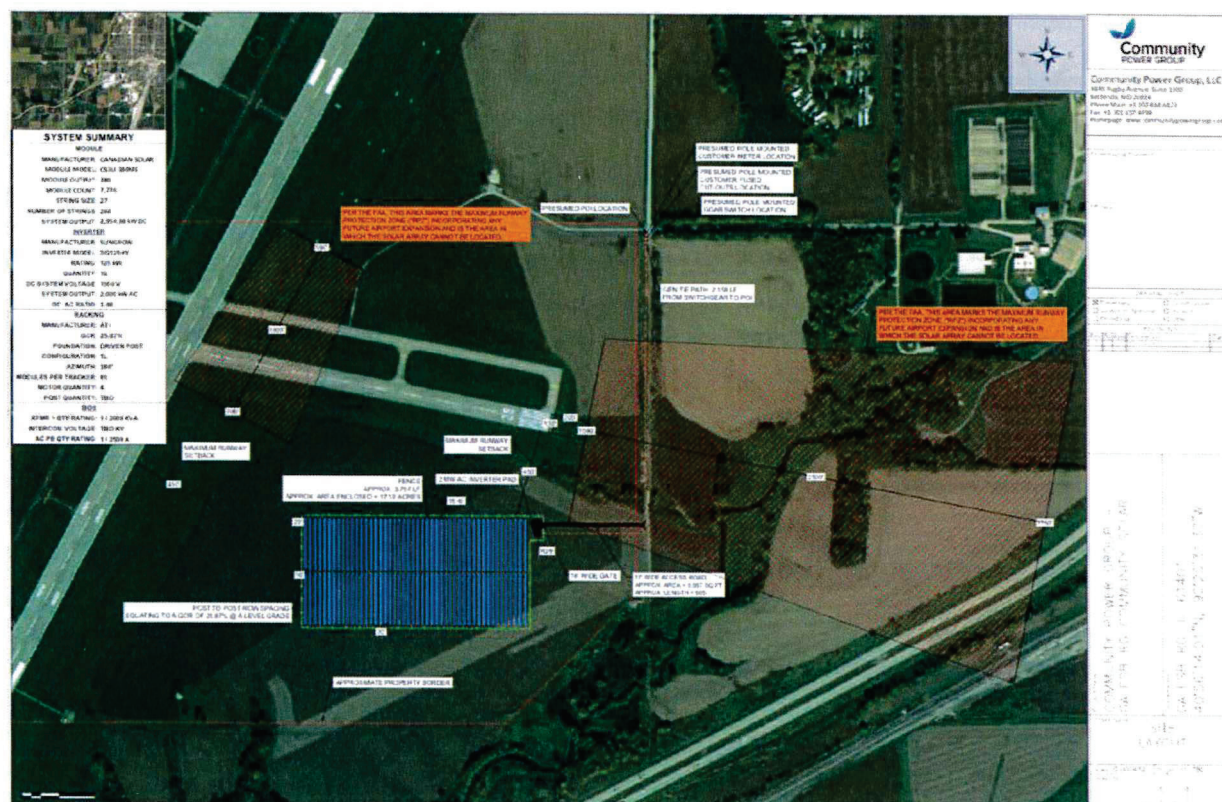


City of Galesburg

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

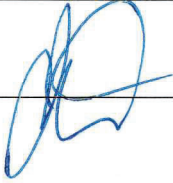
NICHOLAS J MENTO
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires
December 11, 2021

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



THIRD AMENDMENT TO SOLAR FACILITY SITE LEASE AGREEMENT

This Third Amendment to Solar Facility Site Lease Agreement (this “**Amendment**”) is entered into this _____ day of _____ 2026, by and between City of Galesburg (“**Lessor**”) and Galesburg Air Solar 1 LLC (“**Lessee**”). Lessor and Lessee are collectively referred to herein as the “**Parties**”.

WHEREAS, Lessor and Community Power Group LLC (“**CPG**”) entered into that certain Solar Facility Site Lease Agreement dated February 8, 2019, as evidenced by that certain Memorandum of Solar Facility Site Lease Agreement between Lessor and CPG dated February 8, 2019 and recorded on May 19th, 2026 in the Land Records of Knox County, Illinois as Document 1105639, First Amendment to Solar Facility Site Lease Agreement dated as of March 4, 2024, Second Amendment to Solar Facility Site Lease Agreement dated as of February 7, 2026 and as assigned by CPG to Lessee pursuant to that certain Assignment and Assumption Agreement dated January 28, 2026 (collectively, the “**Lease**”); and

WHEREAS, the Parties desire to amend the Lease to, among other things, modify the legal description of the Premises by replacing Exhibit B to the Lease with Exhibit B attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

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

1. Exhibit B to the Lease is hereby deleted and replaced with Exhibit B attached hereto and made a part hereof.

2. Term. Section A.4 is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

“A.4 Term. The term of this Lease (“Term”) shall commence on the Effective Date and shall expire on the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date; provided, however, Lessee shall have the right, upon the giving of written notice to Lessor at least 180 days prior to the expiration of the Term of this Lease to extend the Term for up to two (2) consecutive periods of five (5) years each, unless the Lease is terminated earlier in accordance with the terms and provisions set forth herein.

3. Lessor Prepayment Option. Lessor, by that certain email dated February 11, 2026 from Lessor to Lessee, waived its right to receive the first year’s Annual Operating Rent payments plus 50% of the next 10 years of Annual Operating Rent payments in one upfront payment pursuant to Section A.3.3 of the Lease. Accordingly, effective as of February 11, 2026, the provisions of Section A.3.3 are no longer in full force and effect.

4. Access to Premises. Section A.8 is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

“A.8 Access to Premises. Lessor shall provide Lessee with access to portions of the Lessor’s land located outside of the Premises as reasonably necessary to allow Lessee to access, 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. Lessee shall have the right to use space on Lessor’s land adjacent to the Premises necessary for the 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 reasonably necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility or any portion thereof (the “Laydown Area”). The Laydown Area is shown on Exhibit D attached hereto and made a part hereof. “

5. Right of Inspection. Section A.12 is hereby deleted in its entirety.

6. Coordination of Construction. Section A.13 is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

“A.13. Coordination of Construction.

Prior to the Operating Rent Commencement Date:

Lessee shall cooperate and coordinate with the Lessor and its planners, designers, architects, and engineers in the construction and installation of the Facility and Site Improvements on the Premises and comply with the approved plans and specifications for the Facility in accordance with the Building Code. Lessor recognizes that during the Construction Period, construction may also occur in adjacent areas surrounding the Premises, and Lessee agrees to monitor construction, scheduling and construction staging occurring in adjacent areas;

Lessee’s construction or installation of the Facility at the Premises shall not unreasonably interfere with Lessor’s operation of the Airport, including travelers’ use of the Airport, and such other businesses operating at and incidental to the operation of the Airport;

Lessee shall be responsible for all utilities needed during construction; and

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 and Lessee shall remove and dispose any construction debris and waste materials from the Premises in accordance with applicable law.

Prior to the Construction Rent Commencement Date:

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 until 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.”

7. As-Built Drawings. Section A.14 is hereby deleted in its entirety and the following shall be substituted in lieu thereof:

“A.14. Drawings. Not later than sixty (60) days after final completion of all work for the Facility and any other Improvements, Lessee shall provide the Lessor with a complete set of the final civil and electrical drawings of the Facility and an ALTA survey of the Premises.”

8. Continuing Right of Flight. A new Section B.8 shall be added to the Lease:

“B.8. Continuing Right of Flight. This is hereby reserved to City of Galesburg, Illinois, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent to the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Galesburg Regional Airport.”

9. Continuing Restrictions. A new Section C.5. shall be added to the Lease:

Section C.5. Continuing Restrictions. The following continuing restrictions shall remain on the Premises during the full term of this agreement, including any options to extend which are exercised:

A. No structures shall be erected nor no natural objects shall grow such that would constitute an obstruction to air navigation.

B. No activity shall take place on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the airport, or that interferes with air navigation and communication facilities serving the airport. These restrictions are set forth in the instrument of release as provided by the FAA for this project.

10. Except as specifically provided for herein, the terms and provisions of the Lease are reaffirmed and continue in full force and effect. This Amendment shall be binding upon and

inure to the benefit of the Parties, their respective heirs, personal representatives, successors and assigns. This Amendment may be executed in two or more counterparts and by the parties on separate counterparts, all of which shall be considered one and the same Amendment and each of which shall be deemed an original.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals on the dates below, effective the day and year first above written.

LESSOR:

CITY OF GALESBURG

By: _____

Name:

Title:

LESSEE:

GALESBURG AIR SOLAR 1 LLC,
a Delaware limited liability company

By: _____

Name: Michael Borkowski

Title: Managing Member

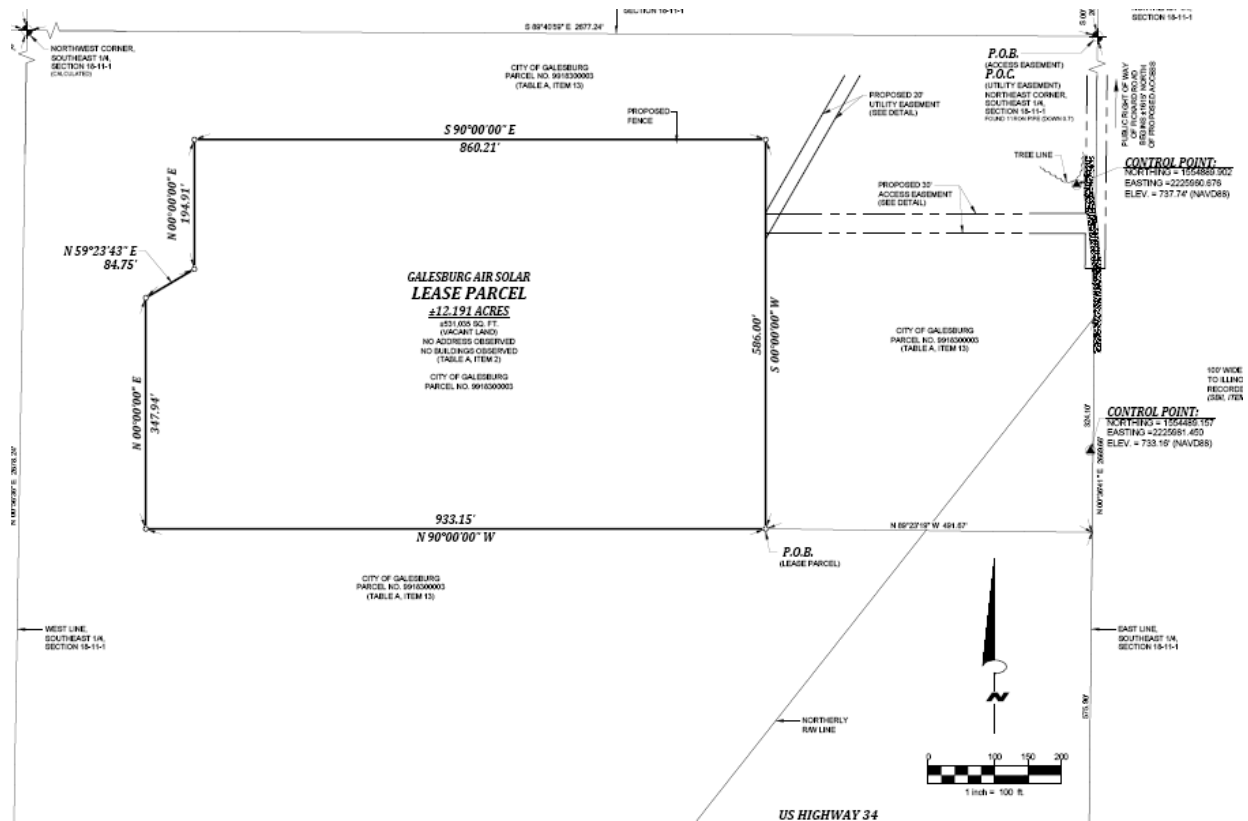
EXHIBIT B

Final Facility Design and Leased Premises

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE FOURTH PRINCIPAL MERIDIAN, KNOX COUNTY, ILLINOIS, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH $00^{\circ}36'41''$ EAST ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 A DISTANCE OF 575.90 FEET; THENCE NORTH $89^{\circ}23'19''$ WEST 491.67 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED: THENCE NORTH $90^{\circ}00'00''$ WEST 933.15 FEET; THENCE NORTH $00^{\circ}00'00''$ EAST 347.94 FEET; THENCE NORTH $59^{\circ}23'43''$ EAST 84.75 FEET; THENCE NORTH $00^{\circ}00'00''$ EAST 194.91 FEET; THENCE SOUTH $90^{\circ}00'00''$ EAST 860.21 FEET; THENCE SOUTH $00^{\circ}00'00''$ WEST 586.00 FEET TO THE POINT OF BEGINNING. CONTAINING 12.191 ACRES (531,035 SQUARE FEET), MORE OR LESS.

BEARINGS ARE RELATED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE.

Depiction of Leased Premises:





26-4040

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Burlington Northern Sante Fe (BNSF) Agreement for crossing work at 1st Street and Pearl Street on the BNSF Peoria Subdivision.

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works, and City Engineer recommend approval of the BNSF Agreement.

BACKGROUND: At the May 18, 2026, meeting, the City Council rejected bids for improvements to the BNSF Peoria Subdivision because the project costs were higher than anticipated. The proposed project is a partnership between the City, Illinois Commerce Commission (ICC), and BNSF and includes the installation of gate arms at the crossings and new warning circuitry. The City is responsible for the necessary modifications to adjacent sidewalks and curbs, as well as the end-of-road treatments at the closed crossing on E. 1st Street. In return, the ICC is providing Grade Crossing Protection Funds (GCPF) to help fund the project.

City staff are modifying the scope of work to be bid to contractors in an effort to reduce costs, including removing some work that can be completed by City forces. It was determined that the work required at the closed crossing on E. 1st Street near S. Pearl Street could be completed in-house. This work includes removal of the existing sealcoat pavement, construction of curb and sidewalk improvements, and landscaping.

To allow City staff to perform work within the railroad right-of-way, BNSF requires the City to enter into a "C-1" Agreement that outlines the requirements for working on railroad property. If approved, City staff will complete the work at E. 1st Street. The remaining project work will be bid to contractors and brought back to the City Council for approval later this summer.

City staff recommend approval of the agreement with BNSF.

BUDGET IMPACT: The City will receive \$170,000 in crossing closure incentives to fund the cost of the work.

SUPPORTING DOCUMENTS:

1. BNSF Agreement



Contract Number: BF-20630353

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

- A.** The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of improvements at Pearl St (DOT 062991U, LS 108, MP 0.288) and the closure of 1st St (DOT 062990M, LS 108, MP 0.275).
- B.** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C.** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D.** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify the City of Galesburg's City Engineer and Railway's Manager Public Projects (kara.brockamp@bnsf.com) at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20630353.
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.



Contract Number: BF-20630353

- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Project Engineer Nick Monaldi at nicholas.monaldi@bnsf.com and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts



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- D. Upon completion of construction, the following clearances shall be maintained:
- 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City of Galesburg and must not be undertaken until approved in writing by the Railway, and until the City of Galesburg has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the City of Galesburg for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.



Contract Number: BF-20630353

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
 - i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



Contract Number: BF-20630353

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A.** The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B.** Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C.** Flagging services will be performed by qualified Railway flaggers.
 - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



Contract Number: BF-20630353

- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne as outlined in the Construction & Maintenance Agreement and the Job Special Provisions and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is 2 freight trains per 24-hour period at a timetable speed 40 MPH and 0 passenger trains at a timetable speed of N/A MPH.

6) Contractor General Safety Requirements

- A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.



Contract Number: BF-20630353

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**



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- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Nick Monaldi (nicholas.monaldi@bnsf.com)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.



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- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.
- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the



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term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now



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or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- | | |
|---|--|
| ☐ Passenger on train (C) | ☐ Non-employee (N)
<i>(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)</i> |
| ☐ Contractor/safety | ☐ Contractor/non-safety sensitive (G) |
| ☐ Volunteer/safety sensitive (H) | ☐ Volunteer/other non-safety sensitive (I) |
| ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates | |
| ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates | |
| ☐ Non-trespasser (J) - Off railroad property | |

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
 Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____	_____	_____
(Name)	(Employee No.)	(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT....." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"

Agreement Between BNSF RAILWAY COMPANY and the CONTRACTOR

Railway File: BF-20630353

Agency Project: SA 2356

The City of Galesburg, (hereinafter called "Contractor"), is self-performing work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR**



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CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D.** In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- E.** It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

- A.** This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.



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3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to



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apply to employees of the policy holder and shall not apply to **Railway** employees.

- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be



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indicated on the certificate of insurance:

- (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.



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- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



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- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES



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- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided, however*, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.



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5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of Contractor to investigate, remediate, respond to or otherwise cure a release or violation.
- iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

- iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

- v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency



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shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal,



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state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.



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- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E. Contractor and its subcontractors must give Railway's representative Nick Monaldi (nicholas.monaldi@bnsf.com) six (6) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20630353

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

CITY OF GALESBURG

BNSF RAILWAY COMPANY

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: Kara Brockamp

Date: _____

Date: _____

Accepted and effective _____.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____



26-4041

City Council Meeting

Agenda Item Overview

June 15, 2026

AGENDA ITEM: Memorandum of Understanding (MOU) with Burlington Junction Railway

SUMMARY RECOMMENDATION: The City Manager recommends approval of an MOU with Burlington Junction Railway to evaluate development feasibility for the available acreage at the Galesburg Business Park.

BACKGROUND: The Galesburg Business Park is a City-owned, rail-served industrial site. The City of Galesburg is currently developing an approximately 231-acre portion of the park in partnership with The DeLong Company, Inc. As previously announced, the project utilizes U.S. Department of Transportation BUILD funds and private investment from The DeLong Company to establish a large containerized agricultural terminal that will enhance the site's rail access.

To maximize the potential of the remaining 98 acres, the City has partnered with Burlington Junction Railway to evaluate the feasibility of additional rail-served industrial development. This Memorandum of Understanding carries no cost to the City, and the City retains full authority to accept or reject any future development proposals.

BUDGET IMPACT: There is no cost associated with the MOU.

SUPPORTING DOCUMENTS:

1. Memorandum of Understanding between Galesburg, IL and Burlington Junction Railway

Memorandum of Understanding between Galesburg, Illinois and Burlington Junction Railway

1. Parties Involved

This Memorandum of Understanding (MoU) is made between:

City of Galesburg, IL (CITY)

Address: 55 West Tompkins St., Galesburg, IL 61401

Contact: Eric Hanson, City Manager

Email: ehanson@ci.galesburg.il.us

Phone: (309)345-3628

Burlington Junction Railway (BJRY)

Address: 1510 Bluff Rd., Burlington, IA 52601

Contact: A.J. Martin, General Manager

Email: ajmartin@bjryrail.com

Phone: (319)753-6157

2. Purpose

The purpose of this MoU is to establish and govern a collaborative relationship between City of Galesburg, IL, and Burlington Junction Railway to determine the feasibility of developing the remaining acreage in the Galesburg Business Park, a rail-served industrial park within the boundaries of property owned by the City of Galesburg.

This effort aims to enhance economic growth in the Galesburg area by providing new industrial and transportation infrastructure to expanding companies. The City of Galesburg reserves the right to accept or reject any and all proposals. Any accepted proposal shall be subject to a development agreement approved by the Galesburg City Council.

3. Scope of Work

The City of Galesburg agrees to provide data on relevant properties including:

- Ownership
- Applicable building and zoning regulations
- Public utility, road plans
- Rail access plans
- Potential users of industrial park

Burlington Junction Railway agrees to provide the following regarding The Park:

- Advice regarding rail engineering plans and drawings provided by firms contracted by the City of Galesburg
- Business development assistance in the form of contacting and recruiting potential new rail users
- Coordination with BNSF Railway
- Research grant and loan opportunities to support development of The Park, including grant writing, submittal assistance, administration and oversight.

4. Duration

This MoU shall commence on July 1, 2026, and will remain in effect until March 31, 2029. The MoU may be renewed upon mutual agreement of both parties.

5. Resources

Both parties will provide staff and information resources.

6. Confidentiality

Both parties agree to maintain confidentiality regarding any sensitive information shared during the collaboration and will not disclose such information to third parties without prior consent.

7. Dispute Resolution

In the event of a disagreement arising from this MoU, both parties will attempt to resolve the issue through negotiation. If a resolution cannot be reached, the dispute will be referred to mediation before pursuing any legal remedies. Illinois law (except its conflicts of law provisions) shall govern this MoU, and the venue for any litigation concerning or arising out of this MoU shall be a court of competent jurisdiction in Knox County, Illinois (for state court actions) and the United States District Court for the Central District of Illinois (for federal court actions).

8. Non-Binding Agreement

This MoU is non-binding and does not create any legal or financial obligations by either party. This MoU is not intended to provide BJRY with an exclusive right to market the remaining Galesburg Business Park property or any other rail served property owned by the City of Galesburg. The parties do not hereby intend to create a partnership or joint venture or any employment or agency relationship.

In Witness Whereof, the parties have executed this Agreement on this __ day of June 2026.

Burlington Shortline Railroad, Inc.
d/b/a Burlington Junction Railway

City of Galesburg, IL

By: _____
A.J. Martin
General Manager

By: _____

26-9012

TOWN OF THE CITY OF GALESBURG

Date: June 15, 2026

Agenda Number: 26-9012

TOWN FUND	<u>\$10,761.75</u>
GENERAL ASSISTANCE FUND	<u>\$3,050.41</u>
IMRF FUND	<u></u>
SOCIAL SECURITY & MEDICARE FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$13,812.16</u>

11:53 AM

06/08/26

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
May 26 2026 - June 8 2026

	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
No item					
	05/27/2026	26481	LL Day Anthony and Rhonda		1,000.00
	05/27/2026	26482	LL Vanguard Properties, LLC		456.00
	05/27/2026	26483	LL Justin Moore		200.00
	06/01/2026	26484	LL Mary Allen West		20.00
	06/01/2026	26485	LL River Oaks Trails		745.50
	06/01/2026	26486	LL Mary Allen West		20.00
	06/01/2026	26487	City WATER Galesburg		69.91
	06/01/2026	26488	LL KCHA Laundry		20.00
	06/01/2026	26489	LL KCHA		32.00
	06/01/2026	26490	LL KCHA Laundry		20.00
	06/01/2026	26491	LL KCHA		11.00
	06/01/2026	26492	LL Finzel, Paul		456.00
Total no item					3,050.41
TOTAL					<u><u>-3,050.41</u></u>

11:50 AM

06/08/26

Accrual Basis

TOWN of the City of Galesburg - TOWN
Advance Pay Vendor Summary by Month
May 26 2026 - June 26 2026

	May 26 - 31, 26	Jun 1 - 8, 26	TOTAL
Ameren Illinois	0.00	334.31	334.31
CityGalesburg EXPENSES	0.00	150.60	150.60
CityGalesburg GROUP INS	0.00	8,452.29	8,452.29
Expense Ledbetter, Haylee	0.00	273.10	273.10
F&M Credit Card	76.24	0.00	76.24
OSI	0.00	60.03	60.03
Royal Cleaning	0.00	452.00	452.00
TOI - Dues	963.18	0.00	963.18
TOTAL	1,039.42	9,722.33	10,761.75

12:00 PM

06/08/26

TOWN of the City of Galesburg - TOWN
Payroll Summary
May 2026

	May 26
Employee Wages, Taxes and Adjustments	
Gross Pay	
Salary - Assessor	7,953.00
Salary - Assessors Office Staff	14,845.28
Salary - Caseworker/GA	3,742.20
Salary - GA Office Staff	2,886.82
Salary - Office Manager/TOWN	4,004.00
Salary - Supervisor	333.33
Salary - Town Clerk	200.00
Salary - Trustee	160.00
Hourly General Assistance Offic	39.00
Total Gross Pay	34,163.63
Deductions from Gross Pay	
FSA (pre-tax)	-208.34
Health Insurance (pre-tax)	-843.32
HSA Employee (Pretax)	-810.00
IMRF 457b Plan Emp.	-1,504.40
IMRF VAC 457b Plan Emp.	-601.26
Total Deductions from Gross Pay	-3,967.32
Adjusted Gross Pay	30,196.31
Taxes Withheld	
Federal Withholding	-2,230.00
Medicare Employee	-468.38
Social Security Employee	-2,002.70
IL - Withholding	-1,465.56
Medicare Employee Addl Tax	0.00
Total Taxes Withheld	-6,166.64
Deductions from Net Pay	
Life Insurance NCPERS	-96.00
Total Deductions from Net Pay	-96.00
Net Pay	23,933.67
Employer Taxes and Contributions	
Federal Unemployment	0.24
Medicare Company	468.38
Social Security Company	2,002.70
IL - Unemployment	77.45
IMRF 457b Plan Co. Match	2,032.62
Total Employer Taxes and Contributions	4,581.39