

CITY OF
GALESBURG
ILLINOIS

October 19, 2026

City Council Agenda



55 W. TOMPKINS STREET
GALESBURG, IL 61401
ci.galesburg.il.us





City Council Meeting

City Council Chambers
October 19, 2026

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from October 5, 2026

[Public Comment](#)

[Consent Agenda #2026-19](#)

26-2024	Resolution	Motor Fuel Tax Maintenance Resolution for 2027 Material Purchases
26-2025	Resolution	Opt In to PFAS Settlements
26-3034	Bid	State Bid Approval for 2026-27 Bulk Rock Salt
26-4063	Approve	Special Event Application, Lincoln Park Lights
26-8018	Bills & Advance Checks	Approval and Warrants Drawn in Payment of Same

[Passage of Ordinances and Resolutions](#)

26-1018	Ordinance	Designate Robertson Avenue at Michigan Avenue a Yield Intersection (First Reading)
26-2026	Resolution	Public Transportation Application for IL Department of Transportation Statewide Capital Grant
26-2027	Resolution	Landlord Consent to Leasehold Mortgage for National Railroad Hall of Fame Construction Financing at 247 S. Seminary Street
26-2028	Resolution	Grant Agreement with the National Railroad Hall of Fame

Bids, Petitions and Communications

26-3035	Bid	Microsoft Software Assurance Renewal for the Public Safety Building
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City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

Town Business

26-9020	Resolution	Determining the 2026 Township Property Tax Levy
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26-9021	Approve	Bills
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Closing Comments

Adjournment



City Council Meeting

City Manager's Report

October 19, 2026

CONSENT AGENDA #2026-19

Item 26-2024 Motor Fuel Tax Resolution for 2027 Fill Materials

Staff recommend approval of a Motor Fuel Tax (MFT) maintenance resolution for 2027 material purchases. The City has budgeted \$431,000 for road salt, hot mix asphalt, concrete, aggregate, sand, cold patch and high-performance patching mixture. Before the City can begin competitive bidding, the Illinois Department of Transportation requires City Council to approve the resolution, which covers Jan. 1, 2027, through Dec. 31, 2027. Bids for most materials will be opened toward the end of this year, and hot mix asphalt bids will be opened in February or March. Staff will bring all bid results to City Council for award. Salt is purchased through a State of Illinois contract and will be addressed in a separate agenda item. The purchases are funded through the Motor Fuel Tax Fund.

Item 26-2025 Opt-in for PFAS Settlement

Staff recommend approval of a resolution authorizing the City to opt in to settlements with four additional defendants in litigation over elevated levels of per- and polyfluoroalkyl substances (PFAS) in wells at the City's Oquawka water treatment facility. The City began pursuing the litigation in 2021, and earlier settlements were reached with DuPont, 3M and Tyco. The new settlements are with Amerex, Archroma U.S., Carrier Global Corporation and Nation Ford Chemical Company. This is not a new issue, but the next round of settlements in the existing claim. The amount the City will receive has not yet been determined. Any recoveries are intended to help offset the cost of securing new PFAS-free water sources, which the City is already pursuing, with design of two new wells underway.

Item 26-3034 2027 Supply of Bulk Road Salt

Staff recommend approval of the use of the 2026-27 State of Illinois bid for bulk rock salt from Morton Salt, Inc., at \$103.43 per ton. Each year, the City joins the state's volume purchase, which lowers the price and reduces the risk of not getting salt on time. The rate is 21.9% higher than last winter's \$84.88 per ton and reflects current market conditions. Rock salt prices have been volatile, with a similar 29% increase between the 2021-22 and 2022-23 seasons. The contract covers October 2026 through September 2027, and the City must buy at least 1,600 tons, a baseline commitment of \$165,488. The City typically uses 2,000 to

2,500 tons each winter and has about 2,500 tons in storage. The purchase is funded through the Motor Fuel Tax Fund.

Item 26-4063 Special Event – Lincoln Park Lights

Council will consider a special event application for Lincoln Park Lights, a drive-through Christmas light display at Lincoln Park from Nov. 27, 2026, through Dec. 31, 2026. Estimated attendance is 200. The event may include special event nights Monday through Wednesday, with vehicle access Thursday through Sunday. The event holder will charge an admission fee of \$12 per car. There is no budget impact to the City.

Item 26-8017 Bills

Bills and advance checks are submitted for City Council approval. All purchases follow City purchasing policies. Purchases over \$25,000 go through the competitive bid process and are approved individually by City Council.

ORDINANCES AND RESOLUTIONS

Item 26-1018 Designate Robertson Avenue at Michigan Avenue a Yield Intersection (First Reading)

Staff recommend approval of an ordinance designating Robertson Avenue at Michigan Avenue as a yield intersection. A resident asked the City to review the intersection, citing dangerous conditions and near-miss collisions. The Traffic Advisory Committee evaluated the location, considering its layout and sight distance, and recommends installing a yield sign on Robertson Avenue. The sign will cost \$225 to make and install and will be funded through the Gas Tax Fund (Fund 14).

Item 26-2026 Public Transportation Application for IL Department of Transportation Statewide Capital Grant

Staff recommend approval of a resolution authorizing the City to submit a grant application to the Illinois Department of Transportation (IDOT) for capital projects for Galesburg Public Transportation. The projects include expanding the Transit Maintenance Facility to support countywide transportation service, replacing bus cameras with a Tripmaster system that connects to the existing dispatch software, and purchasing other equipment, such as a wheel balancer for the maintenance shop. The grant does not require a local match, so there is no impact on the budget.

Item 26-2027 Landlord Consent to Leasehold Mortgage for National Railroad Hall of Fame Construction Financing at 247 S. Seminary Street

City Council will consider an agreement in which the City, as landlord, consents to the National Railroad Hall of Fame granting a leasehold mortgage to secure a loan from Tompkins State Bank to finance construction of the museum at 247 S. Seminary St. The City's 2025 lease prohibits mortgaging the property without the City's written consent. The Hall of Fame seeks a \$5.5 million line of credit or mortgage with an initial 24-month term and

says it has secured \$7 million in pledges, enough to complete the project and repay the loan. The mortgage would apply only to the tenant's leasehold interest, any successor tenant would remain bound by the lease, and the City is not a borrower, guarantor or surety for the loan. There is no budget impact.

Item 26-2028 Grant Agreement with the National Railroad Hall of Fame

City Council will consider a grant agreement authorizing a \$1 million contribution from the City to the National Railroad Hall of Fame for construction of the museum in Galesburg. Council pledged up to \$1 million in October 2022. Construction is underway, and the museum is expected to open in summer 2027. Before the City pays, the Hall of Fame must have at least \$6 million in other pledges, and the funds may be used only for capital costs related to constructing the museum. If the Hall of Fame ceases operations or changes to a use not allowed by the agreement during the 10-year term, it must repay a prorated share of the contribution. The contribution is funded equally by the Economic Development Fund and the General Fund.

BIDS, PETITIONS AND COMMUNICATIONS

Item 26-3035 Microsoft Software Assurance Renewal for the Public Safety Building

Staff recommend waiving the City's purchasing policy and approving a three-year renewal of Microsoft Software Assurance licensing for the Public Safety Building from JensenIT. The total cost is \$40,859.88, paid in annual installments of \$13,619.96. Microsoft requires the licensing to maintain the backend server software that supports several systems used in the building, and it requires a three-year agreement with a fixed annual price. The City received three quotes, and JensenIT's was the lowest. The purchase is funded through the General Fund.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

TOWN BUSINESS

Item 26-9020 Determine Tax Levy

The Township Supervisor and Township Clerk recommend approval of a resolution stating that the 2026 township property tax levy will not exceed 105% of the 2025 levy extension. Each year, the Township Trustees approve the annual levy, which the county extends on taxable property in the township. Because the levy will not exceed the 5% increase threshold under the state's Truth in Taxation law, a public hearing is not required.

Item 26-9021 Town Bills

Respectfully submitted,

Eric Hanson
City Manager



**Galesburg City Council
Regular Meeting Minutes**

DATE: October 5, 2026, 6:00 p.m.

PLACE: City Council Chambers, 55 West Tompkins Street, Galesburg, IL

COUNCIL MEMBERS PRESENT: Mayor Peter Schwartzman, Council Members Angelica Mangieri, Wendel Hunigan, Charles Reynolds, Dwight White, Heather Acerra, Greg Saul, and Steve Cheesman.

COUNCIL MEMBERS ABSENT: None.

OTHERS PRESENT: City Manager Eric Hanson, City Attorney Dan Alcorn, and City Clerk Kelli Bennewitz.

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, Heather Acerra, Greg Saul, and Steve Cheesman, 8.

Mayor Schwartzman declared a quorum present.

The Pledge of Allegiance was recited.

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

Council Member Saul moved, seconded by Council Member Reynolds, to approve the minutes of the City Council's regular meeting of September 21, 2026.

Roll Call #2:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

PUBLIC COMMENT

Darla Krejci addressed the Council regarding the Walk of the Dead Haunted Trail and invited them to attend the event, providing complimentary tickets, and noted that the trail recently opened for the season. She also noted the event's addition again this year on HauntedIllinois.com, where visitors can vote to support the trail's state ranking. She also emphasized the economic and tourism value of local Halloween attractions, noting their ability to attract regional visitors and foster community engagement. She invited Council Members to see her after the meeting for tickets.

Tom Simkins, Special Projects Coordinator for the City, addressed the Council to express appreciation to city staff, members of the Council, and local volunteers for their contributions to community projects over the summer. Specific recognition was given to Dennis and Marsha Bramlett for their ongoing volunteer efforts in maintaining the flower beds at the Lake Storey pavilion, as well as local Rotarians, including George and Mary Burgland, Lance and Margie Renfroe, Ed Niehus, and Bill Sime, for managing the daily watering of flower plantings at the railroad crossings on Academy, Broad, and Prairie Streets.

Mr. Simkins also raised concerns regarding local signage and suggested that the City issue a reminder to residents and businesses concerning regulations against placing commercial and odd job signage on public terraces and street corners. He also recommended that the City Council consider establishing maximum size limits for political signs and provided examples of regulations adopted by other municipalities in Illinois.

Robert Cain addressed the Council noting many positive developments in the City, such as the tree plantings and various ongoing community activities. However, he raised concerns regarding local contractors, stating that they are violating multiple municipal regulations, and noted a recent conflict with a contractor. He also stated that many residents are mowing grass into the middle of the streets, which causes safety risks for motorcyclists. He feels there needs to be clear, consistently enforced ordinances rather than selective enforcement. He also inquired about upcoming property listings at the end of the month and asked whether the community garden would be included on the list.

Yolanda Nanez addressed the Council regarding the proposed moratorium on data centers, and her concerns over a perceived delay in Council action and questioned why residents were being encouraged to contact state legislators rather than the City Council enacting a total ban or restriction directly. She also raised questions concerning the BlackBerry Solar Project located near County Route 10 and asked about the background and timeline of the 180-day moratorium, specifically asking whether non-disclosure agreements had been issued in relation to the project. She noted that she has conducted extensive research on these subjects and offered to share her findings with the Council following the meeting.

CONSENT AGENDA #2026-18

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

26-2023

Approve Resolution 26-22 ceding the City's 2026 private activity bonding authority to the Quad Cities Regional Economic Development Authority (QCREDAs).

26-8017

Approve bills in the amount of \$523,195.68 and advance checks in the amount of \$872,107.68.

Council Member Saul moved, seconded by Council Member Reynolds, to approve Consent Agenda 2026-18.

Roll Call #3:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

PASSAGE OF ORDINANCES AND RESOLUTIONS

26-1017

Council Member Reynolds moved, seconded by Council Member Saul, to approve Special Ordinance 26-639 on final reading transferring custody of abandoned, lost, or stolen Galesburg Police Department property to the City of Galesburg for proper disposal.

Roll Call #4:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

BIDS, PETITIONS, AND COMMUNICATIONS

26-3031

Council Member Cheesman moved, seconded by Council Member Acerra, to approve the bid from Johnson Trucking & Blacktopping in the amount of \$38,745 to install cart paths at Bunker Links Golf Course.

Roll Call #5:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

26-3032

Council Member Saul moved, seconded by Council Member Acerra, to approve the bid from Mechanical Service of Galesburg, Inc. in the amount of \$694,677 to complete electrical upgrades at the Galesburg Public Safety Building.

Roll Call #6:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

26-3033

Council Member Cheesman moved, seconded by Council Member Reynolds, to approve the bid from MTI Distributing, Inc. in the amount of \$47,698.44, including a trade-in, to purchase a new triplex rotary mower for the Golf Division.

Roll Call 7:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

CITY MANAGER'S REPORT

MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)

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

TOWN BUSINESS

26-9019

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

Fund Title	Amount
Town Fund	\$647.21
General Assistance Fund	\$7,282.46
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	
Audit Fund	

Total	\$7,929.67
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Roll Call #8:

Ayes: Trustees Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

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

CLOSING COMMENTS

Council Member White addressed the comments made by Tom Simkins regarding political signs, noting his specific concern about a large sign on Monmouth Boulevard that obstructs traffic visibility. He clarified that he was not advocating for the removal of the sign but requested that measures be taken to ensure signs don't block sightlines for traffic. He also noted his military background and encouraged those present to research notable historical figures, including attorney Malcolm Allen, father and son duo Brigadier General Benjamin O. Davis Sr., General Benjamin O. Davis Jr., and Lieutenant Henry Ossian Flipper.

Council Member Acerra reported visiting with family members of the original builders of her home, who also brought her a beaver top hat from Webster Hattery and Furrier. She also addressed a constituent's voicemail concerning excessive motorcycle noise near the intersection of Main Street and Henderson Street. She stated that she discussed the matter with the Police Chief, noting that enforcement will increase in the area. Using her own decibel reader, she measured motorcycle noise levels downtown approaching 100 decibels and identified that certain ADA pedestrian crossing signals exceeded standard noise levels as well. She shared these findings with the City Manager, who confirmed that staff will relay the feedback regarding the crossing signals to the state authority responsible for their maintenance.

Council Member Saul reported that he visited Southwind Park in Springfield on Tuesday with his hot air balloon for their festival, and on Friday he attended First Fridays and enjoyed the musical performance by Pippi and Daniel. He also noted the start of the Albuquerque International Balloon Fiesta, noting that several friends were participating. He also gave words of support for the Chicago White Sox.

Council Member Cheesman noted a recent situation involving Public Works Director Aaron Gavin, a local resident, and administrative staff, noting how effectively local government entities collaborated to address a serious and complex issue. He stated his appreciation for the city staff and his colleagues for their ongoing dedication to serving the community. He also recognized the Humane Society for their exceptional service, passion, and care provided to the community and emphasized the importance of supporting local non-profits and remaining aware of their contributions.

Council Member Cheesman also congratulated Budde's, a small downtown business on Main Street, on celebrating its 20th anniversary, and encouraged residents to continue supporting small local businesses throughout Galesburg.

Mayor Schwartzman congratulated Council Member Mangieri on her recent new position as the Executive Director of the FISH Food Pantry.

Council Member Hunigan congratulated the Stone Hayes Center for Independent Living on celebrating 30 years of advocacy for individuals with disabilities. He highlighted that healthy individuals often take their health for granted, emphasizing that a disability can occur instantly and alter a person's life permanently. He explained that Stone Hayes promotes empowerment, equality, awareness, advocacy, and independence, and outlined key services provided by the center, including recruiting personal care assistants for individuals with disabilities, peer counseling, assisting individuals with transitioning from nursing facilities to independent living, and job placement and self-sufficiency support.

Council Member Hunigan noted that keynote speakers spoke about self-advocacy and self-efficacy and gathered feedback from attendees regarding their needs and achievements. He reported that the center serves approximately 200 individuals and is supported through state and federal funding. He shared a personal account with Stone Hayes supporting his brother, John, following a brain tumor diagnosis and a move from Los Angeles to Galesburg. John was later employed as a staff member at Stone Hayes and also thanked Galesburg Transit for providing transportation for his brother to work each day. He commended Executive Director Don Hand and Board President Sara Yemm Witherell for their dedication and outstanding service to the community.

Mayor Schwartzman thanked Tom Simkins and all the volunteers dedicated to planting and caring for local trees, noting that the City is nearing its goal of planting 1,000 trees this year. He encouraged interested community members to volunteer for upcoming Saturday morning planting events. Regarding signage, he acknowledged the political sign information provided and recommended City Council review, agreeing that signs in residential areas should be subject to appropriate size considerations.

Mayor Schwartzman commended local high school athletics, highlighting the Galesburg Silver Streaks football team's recent victory over Quincy, as well as the boys' golf team placing second in regionals with the top golfer tying for first place. He also recognized Ella Herchenroder for achieving the third-best score at the regional tournament hosted at Bunker Links Golf Course. He also promoted the annual Walk of the Dead event, taking place every weekend through the end of the month.

There being no further business, Council Member Saul moved, seconded by Council Member Acerra, to adjourn the regular meeting at 6:34 p.m.

Roll Call #9:

Ayes: Council Members Mangieri, Hunigan, Reynolds, White, Acerra, Saul, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Peter D. Schwartzman, Mayor

Kelli R. Bennewitz, City Clerk



26-2024

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Motor Fuel Tax Maintenance Resolution for 2027 Material Purchases

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Engineer recommend approval of the Motor Fuel Tax (MFT) Maintenance Resolution for 2027 material purchases. The materials include salt, hot mix asphalt, concrete, aggregate, sand, cold patch and high-performance patching mixture.

BACKGROUND: The City has budgeted \$431,000 in MFT funds for 2027 for essential road maintenance materials. These include road salt, hot mix asphalt, concrete, aggregate, sand, cold patch and high-performance patching mixture. Before the City can begin competitive bidding, the Illinois Department of Transportation (IDOT) requires City Council to approve an MFT resolution. This resolution covers Jan. 1, 2027, through Dec. 31, 2027.

Bids for concrete, aggregate, sand, cold patch and high-performance patching mixture will be opened toward the end of this year. Bids for hot mix asphalt will be opened in February or March. Staff will bring all bid results to City Council for award approval.

The City buys salt through a contract with the State of Illinois. That purchase will come before City Council in a separate agenda item for the 2026-27 winter season.

BUDGET IMPACT: Sufficient funds are budgeted for this work in the 2027 budget through the Motor Fuel Tax Fund.

SUPPORTING DOCUMENTS:

1. MFT Resolution





Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
4	Knox		Original	27-00000-00-GM

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Galesburg Illinois that there is hereby appropriated the sum of four hundred
Name of Local Public Agency
thirty-one thousand and 00/100----- Dollars (\$431,000.00)
 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
01/01/27 to 12/31/27 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Galesburg
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kelli Bennewitz City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Galesburg in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Galesburg at a meeting held on 10/19/26 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 19th day of October, 2026 .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation



26-2025

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Resolution Authorizing the City to Opt In to PFAS Settlements

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Attorney recommend approval of a resolution authorizing participation in four additional PFAS litigation settlements. This action reflects new settlements reached in ongoing legal action initiated in 2021, when the City joined class-action litigation against the manufacturers, suppliers, and other defendants responsible for PFAS contamination. This is not indicative of a new issue or litigation, but rather the next round of settlements in the existing claim, generating financial recoveries to support the costs of new well solutions currently underway.

BACKGROUND: On April 19, 2021, City Council approved a legal services agreement with the law firms Baron & Budd P.C. and Cossich, Sumich, Parsiola & Taylor, LLC. The firms filed litigation on the City's behalf against manufacturers, suppliers and other defendants the City alleges are responsible for damages related to elevated PFAS levels in the Oquawka wells.

The City is already well along the path to resolving the root issue—the use of wells with elevated levels of PFAS has been reduced, and the design phase for two new wells is currently underway. This action relates to the litigation the City pursued simultaneously alongside those solutions to hold the original polluters financially responsible for the costs associated with locating new water sources free from PFAS.

Earlier settlements were reached with DuPont, 3M, and Tyco. Settlement agreements have now been reached with four additional defendants: Amerex, Archroma U.S., Carrier Global Corporation and Nation Ford Chemical Company.

The attached resolution authorizes the City to participate in the settlements with the four additional defendants. It also directs the City's legal counsel not to opt out of the settlements and to take all necessary steps to take part in the claims process for each one.

BUDGET IMPACT: The amount the City will receive from the settlements has not yet been determined.

SUPPORTING DOCUMENTS:

1. Resolution



RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF GALESBURG TO PARTICIPATE IN THE PROPOSED CLASS ACTION SETTLEMENTS WITH AMEREX CORPORATION, ARCHROMA U.S., INC., CARRIER GLOBAL CORPORATION, AND NATION FORD CHEMICAL COMPANY IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MULTI-DISTRICT LITIGATION MATTER, IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCT LIABILITY LITIGATION, MDL 2:18-MN-2873-RMG, RELATING TO PFAS CONTAMINATION OF DRINKING WATER; AUTHORIZING THE MAYOR AND CITY CLERK TO COMPLETE ALL DOCUMENTATION AND EXECUTE ALL RELEASES AND AGREEMENTS NECESSARY TO PARTICIPATE IN THE SETTLEMENTS WITH AMEREX CORPORATION, ARCHROMA U.S., INC., CARRIER GLOBAL CORPORATION, AND NATION FORD CHEMICAL COMPANY IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MDL; AND AUTHORIZING OUTSIDE COUNSEL TO CONTINUE TO PURSUE CLAIMS RELATED TO PFAS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 7, 2018, litigation involving the contamination of water and soil by Per- and Polyfluoroalkyl Substances (PFAS) manufactured by various entities was consolidated in the United States District Court of South Carolina as the *In Re: Aqueous Film-Forming Foams Product Liability Litigation*, MDL 2:18-mn-2873-RMG, before the Honorable Richard M. Gergel; and

WHEREAS, settlements have been filed on behalf of manufacturers Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company to compensate public water systems, including the City of Galesburg, for the contamination and remediation of PFAS; and

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

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Authorizes the City of Galesburg to participate in the proposed Class Action Settlements with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company in the Public Water Systems' portion of the multidistrict litigation matter, *In Re: Aqueous Film-Forming Foams Product Liability Litigation*, MDL 2:18-mn-2873-RMG, relating to PFAS contamination of public drinking water (hereinafter, the "MDL").

Section 3. Authorizes Outside Counsel to complete all documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the

MDL, such as Claims Forms, and designates the Mayor and City Clerk to verify claims on behalf of the City of Galesburg.

Section 4. Authorizes the Mayor and City Clerk to: (a) verify and approve documentation required to participate in the Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company Settlements for the Public Water Systems' portion of the MDL, such as Claims Forms, that is completed as authorized in Section 3; and (b) execute all releases and agreements necessary to finalize settlements of the Public Water Systems' portion of the MDL with Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company on behalf of the City of Galesburg.

Section 5. Authorizes Outside Counsel to: (a) continue pursuing the City of Galesburg's claims against the defendants remaining in the Public Water Systems' portion of the MDL; and (b) continue pursuing claims against any and all defendants, including Amerex Corporation, Archroma U.S., Inc., Carrier Global Corporation, and Nation Ford Chemical Company, that may be liable for damages to the City of Galesburg that extend beyond the City of Galesburg's public drinking water.

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

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



26-3034

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: State Bid Approval for 2026-27 Bulk Rock Salt

SUMMARY RECOMMENDATION: The City Manager, director of Public Works, City Engineer and Purchasing Agent recommend that City Council approve the use of the 2026-27 State of Illinois bid for bulk rock salt from Morton Salt, Inc., at \$103.43 per ton.

BACKGROUND: Each year, the City asks to be included in the State of Illinois Central Management Services bid for bulk rock salt. Joining the state bid has two benefits:

1. The City buys salt at a discount because it is part of a volume purchase.
2. The City reduces the risk of not getting salt when it is needed.

Contract pricing is based on the winter season. The rate changes each August based on expected demand for salt. The proposed rate covers October 2026 through September 2027.

The City must buy at least 1,600 tons of salt under this contract. The City typically uses 2,000 to 2,500 tons of salt each winter and has used more during harsh winters. Last winter was milder, so the City used less salt. About 2,500 tons are currently stored in the City's salt building.

Prior year rates, for comparison:

Year	Vendor	Rate
2025-2026	Morton	\$84.88
2024-2025	Compass	\$84.03
2023-2024	Compass	\$96.05
2022-2023	Compass	\$95.12
2021-2022	Compass	\$73.69
2020-2021	Cargill	\$40.63
2019-2020	Compass	\$72.48
2018-2019	Cargill	\$55.98
2017-2018	Cargill	\$50.89
2016-2017	Cargill	\$68.65



While the proposed \$103.43 per ton rate represents a 21.9% increase over the prior year (\$84.88), it is reflective of current market conditions. As illustrated in the historical comparison, rock salt pricing experiences periodic volatility — for example, a similar 29% increase occurred between the 2021–22 and 2022–23 seasons.

BUDGET IMPACT: The City budgets each year for expected bulk salt use through the Motor Fuel Tax Fund. Sufficient funds have been budgeted for the winter season. Under the contractual minimum purchase requirement of 1,600 tons, the City's baseline commitment for this season is \$165,488.

SUPPORTING DOCUMENTS:

1. 2026-27 CMS Rock Salt Contract



Central Management Services

Contract

JPMC Rock Salt, Bulk FY27

27-416CMS-BOSS4-P -100326

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

1. SCOPE OF WORK

1.1. OVERVIEW AND PURPOSE:

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY26-27 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- 1.2.2.1.** Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- 1.2.2.2.** Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.
- 1.2.3.** Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.
 - 1.2.3.1.** Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
 - 1.2.3.2.** Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.
 - 1.2.3.3.** Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
 - 1.2.3.4.** Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
 - 1.2.3.5.** Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated

quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- 1.2.4.1. Weights and Measures:** All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.
- 1.2.4.2.** The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.
- 1.2.4.3.** Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.
- 1.2.4.4.** Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second

independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the initial independent vehicle weight check (IWC1).

- 1.2.4.5. Method of Measurement:** The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = [1.0 - (B - C) / B]; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional

costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

- 1.2.4.6. Deductions:** The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

<u>Moisture Content (%)</u>	<u>Deduction in Price (Per Truckload)</u>
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.5. Ordering

- 1.2.5.1.** Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.
- 1.2.5.2.** Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.
- 1.2.5.3.** Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.5.4.** Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.5.5.** Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an

order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.

- 1.2.5.6.** Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.5.7.** Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.5.8.** Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.
- 1.2.5.9.** Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

1.3. MILESTONES AND DELIVERABLES:

- 1.3.1. Stockpile and Order Status Reports:** Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices:** Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.
- 1.3.3.** The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4.** The Vendor shall provide reporting to Central Management Services, Bureau of Strategic Sourcing (CMS BOSS) if requested. Reporting may include but not limited to, annual veteran hiring, contract usage, and payments to approved subcontractors certified through the State of Illinois' Business Enterprise Program. Information to be submitted in a format designated by CMS BOSS (e.g., Excel spreadsheet, portal). Contract usage reporting must include payments received from all State agencies, governmental units, and qualified not-for-profit agencies, as applicable, to this contract.
- 1.3.5.** Vendor will submit a close-out report within 90 days of contract expiration that covers the same information since the last contract usage report.
- 1.3.6.** Vendor will be expected to participate in performance monitoring that may include, but not limited to required reporting, quality, delivery and value of goods and services, and customer service.

1.4. VENDOR/STAFF SPECIFICATIONS:

- 1.4.1. Vendor Meetings:**
 - 1.4.1.1.** The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
 - 1.4.1.2.** The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

- 1.4.1.3.** The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- 1.4.2.1.** Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

- 1.4.2.2.** STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- 1.4.2.2.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

- 1.4.2.2.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- 1.4.2.3.** STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

- 1.4.3. Safety Data Sheets:** The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Delivery Time:** Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule:** Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations:** All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls:** The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets:** Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. Delivery Requirements:** All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method:** All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures:** Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials:** All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages:** Governmental units reserve the right to take action against Vendor delivery failure as follows:
- 1.5.10.1. Liquidated Damages:** From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is

uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

1.5.10.2. Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

1.6. SUBCONTRACTING:

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: See attached list of subcontractors
- Amount to Be Paid:
- Address:
- Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. If the annual value of any subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

- Location where services will be performed: See attached list of mines and stockpiles.

Value of services performed at this location:

- Location where services will be performed:

Value of services performed at this location:

2. PRICING

- 2.1. TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.
- 2.2. VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order.
 - 2.2.1.** Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.
- 2.3. Government Actions:** A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges shall be added to the invoice as a separate line item.
 - 2.3.1** Verifiable documentation of such changes, including but not limited to invoices, published price lists, official price bulletins, import documents, etc., will be provided with the request for economic adjustment to substantiate any requested change. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.
 - 2.3.2** At the sole discretion of BOSS, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.
- 2.4. MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

- 3.1. TERM OF THIS CONTRACT:** The contract will have an initial term commencing upon October 1, 2026 or the last dated signature of the Parties, whichever is later and ending on September 30, 2027. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in

furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

- 3.2. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.3. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.4. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

4.1.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2. MINORITY CONTRACTOR INITIATIVE: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.

4.1.5. FEDERAL FUNDING: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses

incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2. Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3. SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor

adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

- 4.4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

- 4.8. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or

agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16. APPLICABLE LAW:

4.16.1. PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2. EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4. OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18. CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact

information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

- 4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 4.25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including

without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY26-27 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

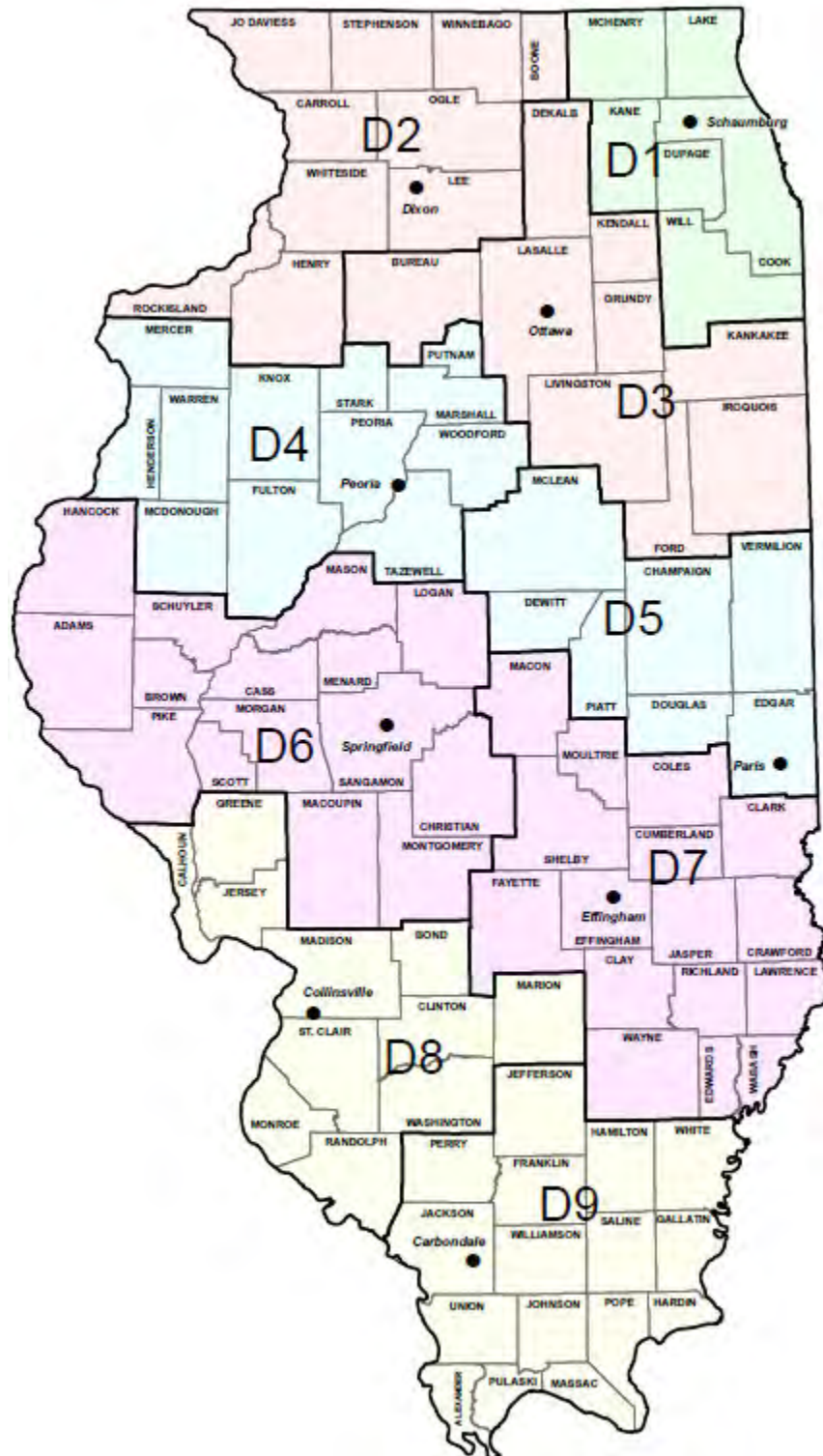
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ☒ Agency Specific Terms and Conditions
 - 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
 - 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
 - 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
 - 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
 - 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
 - 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
 - 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
- ☒ Other (describe)

5.10 Districts are defined as follows:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
COOK	BOONE	BUREAU	FULTON	CHAMPAIGN
DUPAGE	CARROLL	DEKALB	HENDERSON	DEWITT
KANE	HENRY	FORD	KNOX	DOUGLAS
LAKE	JO DAVIESS	GRUNDY	MARSHALL	EDGAR
MCHENRY	LEE	IROQUOIS	MCDONOUGH	MCCLEAN
WILL	OGLE	KANKAKEE	MERCER	PIATT
	ROCK ISLAND	KENDALL	PEORIA	VERMILLION
	STEPHENSON	LASALLE	PUTNAM	
	WHITESIDE	LIVINGSTON	STARK	
	WINNEBAGO		TAZEWELL	
			WARREN	
			WOODFORD	

DISTRICT 6	DISTRICT 7	DISTRICT 8	DISTRICT 9	
ADAM	CLARK	BOND	ALEXANDER	
BROWN	CLAY	CALHOUN	FRANKLIN	
CASS	COLES	CLINTON	GALLATIN	
CHRISTIAN	CRAWFORD	GREEN	HAMILTON	
HANCOCK	CUMBERLAND	JERSEY	HARDIN	
LOGAN	EDWARDS	MADISON	JACKSON	
MACOUPIN	EFFINGHAM	MARION	JEFFERSON	
MASON	FAYETTE	MONROE	JOHNSON	
MENARD	JASPER	RANDOLPH	MASSAC	
MONTGOMERY	LAWRENCE	ST. CLAIR	PERRY	
MORGAN	MACON	WASHINGTON	POPE	
PIKE	MOULTRIE		PULASKI	
SANGAMON	RICHLAND		SALINE	
SCHUYLER	SHELBY		UNION	
SCOTT	WABASH		WHITE	
	WAYNE		WILLIAMSON	

5.11 Illinois District Map



6. ATTACHMENTS

- 6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)**
- 6.2. Business Enterprise Program Utilization Plan**

*Central Management Services**JPMC Rock Salt, Bulk FY27**27-416CMS-BOSS4-P-100326***VENDOR**

Vendor Name: Morton Salt, Inc.	Address (City/State/Zip): Chicago, IL 60606
1 N Franklin St, Suite 400, Chicago, IL 60606	Phone: 312-807-2496
Printed Name: Anthony T. Patton	Email: bids@mortonsalt.com
Title: Senior Director of Government Sales	Date: <u>6-24-2026</u>
Signature: _____	

STATE OF ILLINOIS

Purchasing Agency: Central Management Services	Phone: 217-558-3765
Street Address: 300 West Jefferson Street	
City, State ZIP: Springfield, IL 62702	
Official Signature _____	<u>9/1/26</u>
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Purchasing Officer	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 27-416CMS-BOSS4-R-316474
- Project Title: JPMC Rock Salt, Bulk FY27
- Contract #: 27-416CMS-BOSS4-P-100326
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 27-416CMS-BOSS4-B-52513
- BidBuy / Bulletin Publication Date: 05/18/2026
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?



Subcontractor Work

Subcontractor Name: Matias Trucking, Inc.
Amount to Be Paid: ~\$2,130,000.00
Address: 8755 W 82nd Pl, 2nd Floor, Justice, IL 60458
Description of Work: hauling of bulk road salt

Subcontractor Name: Z Force Transportation, Inc.
Amount to Be Paid: ~\$2,131,000.00
Address: 700 E Joe Orr Rd, Chicago Heights, IL 60411
Description of Work: hauling of bulk rock salt

Subcontractor Name: Zizzo's Trucking Company, Inc.
Amount to Be Paid: ~\$100,000.00
Address: 3000 Sheridan Rd, Kenosha, WI 53140
Description of Work: hauling of bulk rock salt

Subcontractor Name: Portland Trucking, Inc.
Amount to Be Paid: ~\$100,000.00
Address: 2061 Harbor Dr., Milwaukee, WI 53207
Description of Work: hauling of bulk rock salt

Subcontractor Name: Wiesbrock Trucking, Inc.
Amount to Be Paid: ~\$550,000.00
Address: 1748 E 950th Rd, Leonor, IL 61332
Description of Work: hauling of bulk rock salt

Subcontractor Name: 97 Grain & Trucking, LLC
Amount to Be Paid: ~\$490,00.00
Address: PO Box 143, Macomb, IL 61455
Description of Work: hauling of bulk rock salt

Subcontractor Name: All Seasons Trucking
Amount to be Paid: ~\$130,000.00
Address: 7750 Windy Ridge, Dubuque, IA 52003
Description of Work: hauling of bulk road salt

Subcontractor Name: Beelman Logistics, LLC

Address: 1 Racehorse Dr, Venice, IL 62205

Amount to be Paid: ~\$320,000.00

Description of Work: hauling of bulk road salt

WHERE SERVICES ARE TO BE PERFORMED – STOCKPILE & MINE LOCATIONS

Stockpile Locations

Location where services will be performed: Calumet, IL

Value of services performed at this location: ~\$34,000,000.00 OR 68% of contract

Location where services will be performed: Milwaukee, WI

Value of services performed at this location: ~\$1,160,000.00 or 2% of contract

Location where services will be performed: Ottawa, IL

Value of services performed at this location: ~\$6,900,000.00 or 14% of contract

Location where services will be performed: Peoria, IL

Value of services performed at this location: ~\$4,000,000.00 or 8% of contract

Location where services will be performed: Dubuque, IA

Value of services performed at this location: ~\$1,290,000.00 or 3% of contract

Location where services will be performed: Venice, IL

Value of Service to be performed at this location: ~\$2,300,000.00 or 5% of contract

Mine Locations

Ojibway, Ontario Canada

65% of total contract value

New Iberia, LA

16% of total contract value

Chile – South America

19% of total contract value



26-4063

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Special Event Application for Lincoln Park Lights Drive-Through Christmas Light Display

SUMMARY RECOMMENDATION: The City Manager and Director of Parks & Recreation recommend approval of a special event application for Lincoln Park Lights, a drive-through Christmas light display at Lincoln Park, from Nov. 27, 2026, through Dec. 31, 2026.

BACKGROUND: The attached special event application, submitted by Eric Dooley of Christmas Lights Productions in Carthage, Ill., proposes a drive-through Christmas light display at Lincoln Park from Nov. 27, 2026, through Dec. 31, 2026. Christmas Lights Productions has operated a similar display in Quincy for several years.

The display would be open to vehicle traffic Thursday through Sunday. Admission is \$12 per car, and attendance is estimated at 200 vehicles per week.

The organizer may also hold special event nights Monday through Wednesday. Vehicles would not be allowed on those nights. Special events could include carriage rides, run/walk-through nights and bike rides, among others yet to be announced. Admission for special event nights has not been determined.

The event will use the east half of the park and the parking lot at Bunker Links Golf Course. Amenities in the west half of the park will remain accessible during show times.

BUDGET IMPACT: None.

SUPPORTING DOCUMENTS:

1. Special Events 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

Contact the Recreation office at 309/345-3683 to reserve your location.

Rental Alcohol

Will Alcohol be served at the requested City Property?

☐ Yes

☒ No

Will there be over 50 attendees?

☒ Yes

☐ No

Approximate number of attendees

200

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

☐ Tents - \$40

☐ Music / Voice Amplification

☐ March, Marathon, Parade or Walk

☐ Carnival, Fair, Exhibit - \$40

☐ Recreational Burn/Fire

☐ Bounce House

☒ Public/Private Gathering

Public / Private Gathering

Will you be renting equipment?

Chairs, Tables, etc.

☒ Yes

☐ No

Equipment Description

Please provide where the equipment will be rented and details.

Chairs, Tables, etc

Event Name*

Lincoln Park Lights

Event Information**Type of Event**

- ☐ Car Show
- ☐ Parade
- ☐ Live Music
- ☒ Other
Drive thru light display
- ☐ Carnival
- ☐ Run/Walk
- ☐ Wedding

Event Location

Lincoln Park Lights

Event Description

A drive-thru lighted display. Special Event nights could include carriage rides, run/walk through nights, bike rides and such, yet to be announced. Setup could begin as early as October 1st, display open on November 27th - December 31st. Thursday - Sunday for drive-thru traffic. Admission \$12 per car, details at [LincolnLights.Christmas](#) with special event nights possible Monday - Wednesday. Pick up to begin as early as January 1st - picked up no later than April 1st.

Time Frames

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

Event Start Date*

Events less than 30 days may not be approved

2026-11-27 08:00:00 AM

Contact the Clerks @ ###/###-#### for questions

Event End Date*

2026-12-31 09:00:00 PM

Event Setup Time

2026-10-01 08:00:00 AM

Event Tear down time

2027-01-01 08:00:00 AM

Will Alcohol be served?*

- ☐ Yes
- ☒ No

Will food be served?*

- ☐ Yes
- ☒ No

Contact Information**Contact Name***

Eric Dooley

Organization Name

Christmas Lights Productions

Address

Street Address

721 Questover Dr

Address Line 2

City

Carthage

Postal/Zip Code

62321

State/Province/Region

IL

Country

United States

E-mail *

info@LincolnLights.Christmas

Contact Number

217-357-1412

Website

LincolnLights.Christmas

Supporting Documents

Lights 4.pdf	85.33KB
Lights 3.pdf	91.3KB
Lights 2.pdf	4.88MB
Lights 1.pdf	1.32MB

Accounts Payable

Transactions by Account



26-8018

Printed: 10/13/2026 - 2:04PM
Batch: 00019.10.2026

Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	78.52	
001-0000-10407-00	KnowBe4, Inc	11/2026-10/2029 KnowBe4 Renewal - Township	10/13/2026	998.59	0000093382
001-0000-10407-00	KnowBe4, Inc	11/2026-10/2029 KnowBe4 Renewal - Elections	10/13/2026	221.91	0000093382
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	09/30/2026	15.00	
001-0000-10407-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	100.59	
001-0000-10407-00	Stratus Networks, Inc	10/26 Service Acct# 7483	10/13/2026	531.26	
001-0000-10407-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	33.57	
001-0000-10701-00	Central IL Munic. Clerks	1/27 -9/27 - annual dues - KBennewitz & EGugliotta	10/13/2026	45.00	
001-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - Dispatch	10/13/2026	678.06	0000093382
001-0000-10701-00	KnowBe4, Inc	2028 KnowBe4 Renewal - Dispatch	10/13/2026	813.67	0000093382
001-0000-10701-00	IL Association of Chiefs of Police	2027 membership - Active Large Dept	10/13/2026	325.00	
001-0000-10701-00	KnowBe4, Inc	2027 KnowBe4 Renewal - Dispatch	10/13/2026	813.67	0000093382
001-0000-10801-00	Pomp's Tire Service Inc - Galesburg	tires	09/30/2026	510.00	
001-0000-10801-00	Nextran Corporation	air dryers	09/30/2026	1,014.00	
001-0000-10801-00	Nextran Corporation	dryer cartridges	09/30/2026	360.00	
001-0000-10801-00	Valley Distribution Corp.	motor oil - cust #24096	09/30/2026	2,109.70	
001-0000-10801-00	Nextran Corporation	dryer cartridge	09/30/2026	60.00	
001-0000-10801-00	Nextran Corporation	purge valves	09/30/2026	312.00	
001-0000-10801-00	Nextran Corporation	purge valve	09/30/2026	234.00	
001-0000-10802-00	Herr Petroleum Corp	6,000 gal Reg N/L eth dir load	09/30/2026	22,220.14	0000093158
001-0000-22002-00	BRADLEY MOWEN	reissue UB refund CHK #102056 DTD #12/01/25 066978-001	10/13/2026	58.26	
001-0000-22007-00	Illinois State Police	09/26 offender registration fund	10/13/2026	170.00	
001-0000-22007-00	Illinois Office of the Attorney Gener	09/26 sex offender registration fund 0958	10/13/2026	150.00	
001-0000-22007-00	Treasurer of the State of Illinois	09/26 sex offender registration collections fund 527	10/13/2026	25.00	
001-0000-37900-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	-7.14	
001-0000-37900-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	-12.20	
Subtotal for Divison: 0000				31,858.60	

Account Number	Vendor	Description	Date	Amount	PO No
001-0105-54000-00	Chuck Reynolds	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
001-0105-54000-00	Dwight White	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54000-00	Gregory Saul	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54000-00	Angelica Mangieri	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54000-00	Heather Acerra	Cell Phone Allowance	09/30/2026	30.00	
001-0105-54500-00	Dwight White	meals - IML Conference - Chicago IL - DWhite	10/13/2026	138.49	
001-0105-54500-00	Peter Schwartzman	lunch - IML conference - Chicago IL - PSchwartzman	10/13/2026	37.64	
001-0105-54500-00	Heather Acerra	per diem, uber, mileage - IML Conference - Chicago - HAcerra	10/13/2026	443.94	
Subtotal for Divison: 0105				810.29	
001-0110-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.74	
001-0110-54000-00	Eric Hanson	Cell Phone Allowance	09/30/2026	30.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	09/30/2026	30.00	
001-0110-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	28.04	
001-0110-54000-00	Kristin Robinson	Cell Phone Allowance	09/30/2026	30.00	
001-0110-61000-00	Bridgeway Training Services	09/26 -12/26 - Bday cards w/ envelopes	10/13/2026	111.75	
Subtotal for Divison: 0110				265.53	
001-0115-51500-00	American Legal Publishing Corp.	Sep 2026 - S-12 Editing	10/13/2026	166.44	
001-0115-51500-00	American Legal Publishing Corp.	Sep 2026 - S-12 Online Code Editing	10/13/2026	11.70	
001-0115-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	61.31	
001-0115-54000-00	Ericka Gugliotta	Cell Phone Allowance	09/30/2026	30.00	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	09/30/2026	30.00	
001-0115-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
001-0115-55000-00	Central IL Munic. Clerks	10/26 - 12/26 - annual dues - KBennewitz & EGugliotta	10/13/2026	15.00	
Subtotal for Divison: 0115				350.14	
001-0120-51500-00	Arndt Municipal Support Inc	chemicals services task 2	10/13/2026	4,500.00	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	09/30/2026	30.00	
001-0120-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
Subtotal for Divison: 0120				4,540.22	
001-0145-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
Subtotal for Divison: 0145				10.22	
001-0160-51000-00	Credit Collection Partners	09/26 service	10/13/2026	112.50	

Account Number	Vendor	Description	Date	Amount	PO No
001-0160-51500-00	USA Today Media Corp	notice to bidders - acct #857927	08/31/2026	159.36	
001-0160-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	259.24	
001-0160-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	295.56	
001-0160-59521-00	Knox County Humane Society	10/26 Animal Control Contract as per existing agreement	10/13/2026	19,510.00	0000093191
001-0160-59523-00	Galesburg Downtown Council	2025 property tax levy rec 9/24/26 - Maintenance	10/13/2026	21,941.80	
001-0160-59523-00	Galesburg Downtown Council	2025 property tax levy rec 9/24/26 - Add'l Maintenance	10/13/2026	32,912.71	
Subtotal for Divison: 0160				75,191.17	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	71.37	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Jennifer O'hern	Cell Phone Allowance	09/30/2026	30.00	
001-0205-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	91.94	
Subtotal for Divison: 0205				343.31	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	09/30/2026	30.00	
001-0207-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	435.00	
001-0207-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	30.66	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	09/30/2026	30.00	
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	09/30/2026	30.00	
001-0207-54500-00	Raymundo Martinez	Hotel, mileage - ProPhoenix conference - Wisconsin - RMartinez	10/13/2026	745.88	
001-0207-61700-00	Galesburg Electric, Inc.	plugs	09/29/2026	29.10	
Subtotal for Divison: 0207				1,330.64	
001-0304-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	178.44	
001-0304-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	89.09	
001-0304-55700-00	Lambasio, Inc.	unplugged urinal	10/13/2026	227.00	
001-0304-55700-00	Lambasio, Inc.	repair of urinal	10/13/2026	409.50	
001-0304-55700-00	AMP Companies Inc	repair of A/C	10/13/2026	306.69	
001-0304-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	85.00	
001-0304-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	85.00	
001-0304-65000-00	Office Specialists, Inc.	disinfectant, nitrile gloves	10/13/2026	35.01	
001-0304-66000-00	Galesburg Builders Supply, Inc	Black Rock 1.8 TON	10/13/2026	274.05	
Subtotal for Divison: 0304				1,689.78	

Account Number	Vendor	Description	Date	Amount	PO No
001-0305-51500-00	USA Today Media Corp	notice to bidders - acct #857927	08/31/2026	86.72	
001-0305-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	79.91	
001-0305-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	35.77	
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	09/30/2026	30.00	
Subtotal for Divison: 0305				232.40	
001-0306-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	123.04	
001-0306-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	123.04	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	09/30/2026	30.00	
001-0306-54000-00	Trystin Demott	Cell Phone Allowance	09/30/2026	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	09/30/2026	30.00	
001-0306-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	09/30/2026	30.00	
001-0306-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	86.86	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1582 Beecher	10/13/2026	400.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1616 N Broad	10/13/2026	150.00	
001-0306-55400-00	Kendall Zimmerman	call out fee - 704 N Cherry	10/13/2026	50.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 541 Peck	10/13/2026	620.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1080 E Main	10/13/2026	150.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 618 Michigan	10/13/2026	600.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 739 Peck	10/13/2026	520.00	
001-0306-55400-00	Kendall Zimmerman	call out fee - 211 N Cherry	10/13/2026	50.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 881 E Brooks	10/13/2026	125.00	
001-0306-55400-00	Kendall Zimmerman	call out fee - 1249 Florence	10/13/2026	50.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1354 Losey	10/13/2026	1,600.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 458 E Grove	10/13/2026	3,400.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1500 Morton Ave	10/13/2026	1,100.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 119 Laurel	10/13/2026	550.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 808 N Broad	10/13/2026	100.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 850 Mulberry	10/13/2026	720.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 468 E Fifth	10/13/2026	610.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1275 S Cherry	10/13/2026	4,674.96	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - VL E 343 Kellogg	10/13/2026	2,000.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 156 N Ivan	10/13/2026	600.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 338 W North	10/13/2026	100.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 442 S Chambers	10/13/2026	521.59	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 201 Garfield	10/13/2026	1,800.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 595 W Brooks	10/13/2026	150.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - Vacant lot AVE B & W Frist	10/13/2026	2,808.36	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1551 Edgebrook	10/13/2026	250.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 779 Harrison	10/13/2026	1,500.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 468 E Fifth	10/13/2026	700.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 1247 Willard	10/13/2026	100.00	
001-0306-55400-00	Kendall Zimmerman	removal/disposal yard debris/trash - 535 Monroe	10/13/2026	450.00	
001-0306-55800-00	City Blue Technologies, Llc	09/26 service contract	10/13/2026	131.25	
Subtotal for Divison: 0306				27,069.79	
001-0410-54000-00	Jamie West	Cell Phone Allowance	09/30/2026	30.00	
001-0410-54000-00	Hunter Poorman	Cell Phone Allowance	09/30/2026	30.00	
001-0410-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	81.75	
001-0410-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	17.84	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	09/30/2026	30.00	
001-0410-54000-00	Megan Heisler	Cell Allowance	09/30/2026	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	09/30/2026	30.00	
001-0410-55800-00	City Blue Technologies, Llc	09/26 service contract	10/13/2026	131.25	
Subtotal for Divison: 0410				380.84	
001-0445-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
001-0445-54000-00	Derek Poland	Cell Phone Allowance	09/30/2026	30.00	
001-0445-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	43.23	
001-0445-55500-00	Valley Distribution Corp.	drum cores - cust #24096	09/30/2026	40.00	
001-0445-55500-00	Pitstop Shop Towing & Repair LLC	truck test #157	10/13/2026	57.00	
001-0445-55500-00	Nexttran Corporation	core charge	09/30/2026	121.00	
001-0445-55500-00	Pitstop Shop Towing & Repair LLC	truck test #163	10/13/2026	83.00	
001-0445-55500-00	Pitstop Shop Towing & Repair LLC	truck test #601	10/13/2026	55.00	
001-0445-55500-00	Nexttran Corporation	core chargers	09/30/2026	264.00	
001-0445-55700-00	Okolona Pest Control Inc	09/26 pest service	10/13/2026	40.00	
001-0445-57500-00	Vestis	09/26 service	10/13/2026	92.54	
001-0445-57500-00	Vestis	09/26 service	10/13/2026	93.41	
001-0445-57500-00	Vestis	09/26 service	10/13/2026	92.54	
001-0445-59300-00	Cozadd Diesel Service, Inc	dump bed safety lock for dump trucks	10/13/2026	300.00	
001-0445-62500-00	B&B Truck and Trailer Galesburg	glad hard seals #163	10/13/2026	4.56	
001-0445-62500-00	Advance Auto Parts	filter #183	10/13/2026	4.00	
001-0445-62500-00	Pomp's Tire Service Inc - Galesburg	tires #164	10/13/2026	826.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0445-63000-00	Certified Laboratories	tank tonic	10/13/2026	1,171.60	
001-0445-63000-00	B&B Truck and Trailer Galesburg	grease	10/13/2026	79.90	
001-0445-63000-00	Blue Cardinal Chemical LLC	top dog ultra	10/13/2026	231.81	
001-0445-63000-00	Airgas Mid America Inc	cutting wheels	10/13/2026	21.08	
001-0445-63000-00	Airgas Mid America Inc	propane industrial	10/13/2026	91.24	
001-0445-63000-00	Napa Auto Parts	brake cleaner	10/13/2026	47.16	
001-0445-66000-00	Galesburg Electric, Inc.	defective item return of wall light	10/13/2026	-302.50	
Subtotal for Divison: 0445				3,522.26	
001-0450-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	38.26	
001-0450-54000-00	Dustin Steck	Cell Phone Allowance	09/30/2026	30.00	
001-0450-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
001-0450-54000-00	Robert Kelley	Cell Phone Allowance	09/30/2026	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	09/30/2026	30.00	
001-0450-55500-00	Pomp's Tire Service Inc - Galesburg	tire repair #122	10/13/2026	493.86	
001-0450-55500-00	Pitstop Shop Towing & Repair LLC	truck test #113	10/13/2026	55.00	
001-0450-55500-00	Pitstop Shop Towing & Repair LLC	truck test #111	10/13/2026	55.00	
001-0450-55500-00	Drake Scruggs Equipment, Inc	bucket repair #301	10/13/2026	320.00	
001-0450-55500-00	Midstate Manufacturing, Inc.	rebuild hyd cylinders #122	10/13/2026	962.72	
001-0450-55500-00	Mobile Communications America In	antenna install #117	10/13/2026	180.00	
001-0450-55700-00	Okolona Pest Control Inc	09/26 pest service	10/13/2026	50.00	
001-0450-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	85.00	
001-0450-59300-00	UniFirst First Aid Corp	refill of first aid supplies	10/13/2026	18.10	
001-0450-59300-00	Cozadd Diesel Service, Inc	dump bed safety lock for dump trucks	10/13/2026	600.00	
001-0450-62500-00	Napa Auto Parts	filter #107	10/13/2026	220.58	
001-0450-62500-00	Advance Auto Parts	filters #114	10/13/2026	120.12	
001-0450-62500-00	Advance Auto Parts	filters #130	10/13/2026	103.82	
001-0450-62500-00	Advance Auto Parts	filter #130	10/13/2026	13.64	
001-0450-62500-00	Advance Auto Parts	air filter #130	10/13/2026	124.71	
001-0450-62500-00	Advance Auto Parts	filters #108	10/13/2026	120.12	
001-0450-62500-00	Advance Auto Parts	filters #122	10/13/2026	87.55	
001-0450-62500-00	Advance Auto Parts	filter #122	10/13/2026	39.79	
001-0450-62500-00	Advance Auto Parts	filter #122	10/13/2026	157.68	
001-0450-62500-00	Advance Auto Parts	filter #122	10/13/2026	6.90	
001-0450-62500-00	B&B Truck and Trailer Galesburg	clamp #115	10/13/2026	29.73	
001-0450-62500-00	Midstate Manufacturing, Inc.	plugs #122	10/13/2026	27.05	
001-0450-62500-00	Martin Equipment of Illinois, Inc.	rear steering pins #115	10/13/2026	615.46	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-62500-00	Midstate Manufacturing, Inc.	caps #122	10/13/2026	22.85	
001-0450-68500-00	Michael Todd & Co., Inc.	Misc. chemicals	10/13/2026	1,399.43	
Subtotal for Divison: 0450				6,073.06	
001-0510-54000-00	Magdalene Handzo	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	James Kubis	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Blake Carr	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Allison Buccalo	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	200.86	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	224.56	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Patrick Ruggles	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	09/30/2026	30.00	
001-0510-54500-00	Kyle Jackson	meals - ARIDE training - E.Moline II - KJackson	10/13/2026	24.00	
001-0510-54500-00	Kalob Ross	meals - ARIDE training- E Moline IL - Kross	10/13/2026	24.00	
001-0510-55500-00	Municipal Electronics Inc	replaced power cords & keypad	10/13/2026	488.59	
001-0510-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
001-0510-57500-00	JSLK Management Iowa LLC	10/26 laundry service - Taylor	10/13/2026	3.98	
001-0510-57500-00	JSLK Management Iowa LLC	10/26 laundry service - Taylor	10/13/2026	10.56	
001-0510-59300-00	UniFirst First Aid Corp	refill of first aid supplies	10/13/2026	205.37	
001-0510-61700-00	Office Specialists, Inc.	GPD Shift Meeting Computer	10/13/2026	1,455.04	0000093344
001-0510-61700-00	Office Specialists, Inc.	GPD Training 01 computer replacement (CSO Officers)	10/13/2026	2,216.72	0000093344
001-0510-62500-00	JRR Ford LLC	pulley #022	10/13/2026	151.36	
001-0510-62500-00	JRR Ford LLC	tensioner #022	10/13/2026	130.31	
001-0510-62500-00	Advance Auto Parts	belt #022	10/13/2026	30.95	
001-0510-67500-00	Ray O'Herron Co., Inc.	uniform pants & shirts - Harlan	10/13/2026	1,159.10	
001-0510-67500-00	Ray O'Herron Co., Inc.	armorskin shirts	10/13/2026	217.32	
Subtotal for Divison: 0510				6,977.72	
001-0550-54000-00	Joshua Simons	Cell Phone Allowance	09/30/2026	30.00	
001-0550-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	173.46	
001-0550-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	802.15	

Account Number	Vendor	Description	Date	Amount	PO No
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	09/30/2026	30.00	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	09/30/2026	15.00	
001-0550-55800-00	ProPhoenix Corporation	E-citation / E-crash Interface	10/13/2026	20,000.00	0000093381
001-0550-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - Dispatch	10/13/2026	135.61	0000093382
001-0550-61000-00	Office Specialists, Inc.	toner cartridges, copy paper, file folders, notepads, pen refill	10/13/2026	1,172.93	
001-0550-61700-00	Office Specialists, Inc.	GPD SexOReg computer replacement (Ashley Aldridge)	10/13/2026	406.00	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 2 computer replacement (Ericka Sloan)	10/13/2026	2,227.92	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 4 computer replacement (Tyra Vanderford)	10/13/2026	3,820.91	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 5 computer replacement (Kay Noland)	10/13/2026	406.00	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 3 computer replacement (not assigned)	10/13/2026	406.00	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 1 computer replacement (not assigned)	10/13/2026	406.00	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 4 computer replacement (Tyra Vanderford)	10/13/2026	406.00	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 5 computer replacement (Kay Noland)	10/13/2026	2,227.92	0000093344
001-0550-61700-00	Office Specialists, Inc.	GPD SexOReg computer replacement (Ashley Aldridge)	10/13/2026	2,227.93	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 1 computer replacement (not assigned)	10/13/2026	2,227.92	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 3 computer replacement (not assigned)	10/13/2026	2,227.92	0000093344
001-0550-61700-00	Office Specialists, Inc.	GPD iTouch computer (Ashley Aldridge)	10/13/2026	2,074.72	0000093344
001-0550-61700-00	Office Specialists, Inc.	Records 2 computer replacement (Ericka Sloan)	10/13/2026	406.00	0000093344
Subtotal for Divison: 0550				41,830.39	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	09/30/2026	30.00	
001-0605-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	130.80	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	09/30/2026	30.00	
001-0605-54000-00	Matthew Cain	Cell Phone Allowance	09/30/2026	30.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	09/30/2026	30.00	
001-0605-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	249.45	
001-0605-54000-00	James Pendergast	Cell Phone Allowance	09/30/2026	30.00	
001-0605-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
001-0605-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
001-0605-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
001-0605-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
001-0605-62500-00	Cozadd Diesel Service, Inc	#052 filters #052	10/13/2026	101.33	
001-0605-62500-00	Cozadd Diesel Service, Inc	#053 filters #053	10/13/2026	101.33	
001-0605-62500-00	B&B Truck and Trailer Galesburg	#052 filters #052	10/13/2026	262.33	
001-0605-62500-00	B&B Truck and Trailer Galesburg	#053 filters #053	10/13/2026	262.33	
001-0605-62500-00	Advance Auto Parts	battery #053	10/13/2026	35.25	
001-0605-65500-00	Galesburg Electric, Inc.	plug	09/29/2026	5.82	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-67500-00	Midwest Uniform Supply, Inc	Harms - shirts & hats	10/13/2026	268.92	
001-0605-67500-00	Midwest Uniform Supply, Inc	Helvey - pants	10/13/2026	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Harms - pants	10/13/2026	119.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Nelson, A - pants	10/13/2026	99.98	
001-0605-67500-00	Midwest Uniform Supply, Inc	Helvey - shirts, shorts	10/13/2026	345.28	
001-0605-67500-00	Ray O'Herron Co., Inc.	Brignall - badge	10/13/2026	157.61	
001-0605-67500-00	Kyle Sampier	safety toe shoes/boots	10/13/2026	218.52	
001-0605-67500-00	Ray O'Herron Co., Inc.	Pedigo - badge	10/13/2026	106.31	
Subtotal for Division: 0605				<u>3,035.22</u>	
Subtotal for Fund 001				<u><u>205,511.58</u></u>	
011-0000-55700-00	Brandt Construction Co	2026 Intermittent Resurfacing Project	10/13/2026	107,794.30	0000093356
011-0000-55700-00	Gunther Construction Co., a div. of U	2026 City Street Sealcoat Project	10/13/2026	250,781.70	0000093292
011-0000-66000-00	Roanoke Concrete Products Co	Add'l 2026 Supply of Portland Cement Concrete, CL SI	10/13/2026	1,493.88	0000093181
011-0000-66000-00	Roanoke Concrete Products Co	Add'l 2026 Supply of Portland Cement Concrete, CL SI	10/13/2026	786.25	0000093181
011-0000-66000-00	Roanoke Concrete Products Co	2026 Supply of Flowable CLSM Mix 2	10/13/2026	562.50	0000093177
011-0000-66000-00	Roanoke Concrete Products Co	Add'l 2026 Supply of Portland Cement Concrete, CL SI	10/13/2026	550.38	0000093181
011-0000-66000-00	River City Supply, Inc.	2026 Supply of Hot Mix Asphalt	10/13/2026	282.24	0000093175
Subtotal for Division: 0000				<u>362,251.25</u>	
Subtotal for Fund 011				<u><u>362,251.25</u></u>	
012-0000-71000-00	Motorola Solutions, Inc	starcom radios	10/13/2026	37.33	
Subtotal for Division: 0000				<u>37.33</u>	
Subtotal for Fund 012				<u><u>37.33</u></u>	
013-0000-51000-00	Hanson Professional Services, Inc	Airport Master Plan Update	10/13/2026	14,025.13	0000093039
013-0000-51500-00	Davenport Printing Co	printing of EDDM postcards	09/30/2026	4,537.98	
013-0000-76000-00	Roanoke Concrete Products Co	SI/PV 3.25 CY - Cook Park	10/13/2026	511.06	
Subtotal for Division: 0000				<u>19,074.17</u>	
Subtotal for Fund 013				<u><u>19,074.17</u></u>	
014-0000-64500-00	Sign Solutions USA LLC	sheeting for street markers	10/13/2026	1,182.12	
014-0000-66000-00	Slavish, Inc.	grade ring	10/13/2026	2,412.00	
014-0000-66000-00	Galesburg Electric, Inc.	circuit breaker	10/13/2026	111.15	

Account Number	Vendor	Description	Date	Amount	PO No
014-0000-66000-00	Galesburg Electric, Inc.	conduit & wire	10/13/2026	438.96	
014-0000-66000-00	Galesburg Electric, Inc.	light bulbs	10/13/2026	93.62	
014-0000-66000-00	Galesburg Lumber & Construcion S	misc. lumber	10/13/2026	53.68	
Subtotal for Divison: 0000				4,291.53	
Subtotal for Fund 014				4,291.53	
016-0000-10407-00	Todd Olinger	Cell Phone Allowance -Olinger	09/30/2026	15.00	
016-0000-10407-00	Amber Schlomer	Cell Allowance -Schlomer	09/30/2026	15.00	
016-0000-54000-00	Bryan Anderson	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Michael Ingles	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Amber Schlomer	Cell Allowance	09/30/2026	15.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Eryn Pearson	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Todd Olinger	Cell Phone Allowance	09/30/2026	15.00	
016-0000-54000-00	Jacob Taylor	Cell Phone Allowance	09/30/2026	30.00	
016-0000-54000-00	Andrew Swanson	Cell Phone Allowance	09/30/2026	30.00	
016-0000-71000-00	Motorola Solutions, Inc	starcom radios	10/13/2026	37.33	
Subtotal for Divison: 0000				307.33	
Subtotal for Fund 016				307.33	
018-0000-51000-00	Great Eastern Mgmt., Inc.	Nexbank	10/13/2026	240.00	
018-0000-55500-00	Key Equipment & Supply Co	Strip Broom & Broom Attachment	10/13/2026	1,642.02	
018-0000-55500-00	Key Equipment & Supply Co	Street sweeper repairs and maintenance	10/13/2026	13,966.56	0000093348
018-0000-55500-00	Key Equipment & Supply Co	Street sweeper repairs and maintenance - add'l work	10/13/2026	1,413.26	0000093348
018-0000-62500-00	Advance Auto Parts	filters #112	10/13/2026	120.12	
Subtotal for Divison: 0000				17,381.96	
Subtotal for Fund 018				17,381.96	
019-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - Parks & Rec	10/13/2026	431.49	0000093382
019-0000-10701-00	IL Park & Recreation Association	2027 IPRA membership	10/13/2026	262.00	
019-0000-10701-00	KnowBe4, Inc	01/2028-12/2028 KnowBe4 Renewal - Parks & Rec	10/13/2026	517.79	0000093382
019-0000-10701-00	KnowBe4, Inc	01/2027-12/2027 KnowBe4 Renewal - Parks & Rec	10/13/2026	517.79	0000093382
019-0000-33317-00	Go Van Gogh's	embroidery for provided shirts	10/13/2026	60.00	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 0000				1,789.07	
019-1905-51000-00	Amilia Technologies USA Inc.	09/26 service fee for transactions	10/13/2026	407.44	
019-1905-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	141.20	
019-1905-51500-00	USA Today Media Corp	notice to bidders - acct #857927	10/13/2026	104.88	
019-1905-51500-00	Prairieland Communications LLC	09/26 radio ads	10/13/2026	265.00	
019-1905-51500-00	Prairie Fox Media LLC	09/26 newspaper ad	10/13/2026	225.00	
019-1905-51500-00	USA Today Media Corp	notice to bidders - acct #857927	08/31/2026	159.36	
019-1905-51500-00	WGIL/WAAG/WLSR, Inc.	09/26 radio ads	10/13/2026	583.00	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	09/30/2026	30.00	
019-1905-54000-00	Don Miles	Cell Phone Allowance	09/30/2026	30.00	
019-1905-54000-00	Luke Bradburn	Cell Phone Allowance	09/30/2026	30.00	
019-1905-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
019-1905-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	58.69	
019-1905-54000-00	Danielle Tansel	Cell Phone Allowance	09/30/2026	30.00	
019-1905-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - Parks & Rec	10/13/2026	86.30	0000093382
019-1905-55800-00	Amilia Technologies USA Inc.	09/26 service	10/13/2026	499.00	
019-1905-59511-00	Galesburg Tourism and Visitors Bure	09/26 tourism agreement	10/13/2026	15,833.33	
019-1905-59537-00	Knox Civic Center Authority	4th Qtr tourism agreement	10/13/2026	25,000.00	
Subtotal for Divison: 1905				43,518.89	
019-1915-54000-00	David Vandermeer	Cell Phone Allowance	09/30/2026	30.00	
019-1915-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	38.26	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	09/30/2026	30.00	
019-1915-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	35.69	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	09/30/2026	30.00	
019-1915-54000-00	Joshua Derry	Cell Phone Allowance	09/30/2026	30.00	
019-1915-55500-00	Pitstop Shop Towing & Repair LLC	truck test #509	10/13/2026	55.00	
019-1915-55500-00	Galesburg Welding, Inc	repair mower deck #523B	10/13/2026	1,162.48	
019-1915-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
019-1915-55700-00	AMP Companies Inc	repair of ice machine	10/13/2026	1,123.30	
019-1915-55700-00	Lacky Monument LLC	engraving for plaque for Kelley Family Legacy	10/13/2026	450.00	
019-1915-56000-00	Terry Allen, Inc	Bateman Park - Toilet Rental - 1 Handicap Unit 4/1/26 - 10/31/26	10/13/2026	180.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Bersie Williams Area - Toilet Rental - 1 Regular Unit 4/1/26 - 1	10/13/2026	90.00	0000093190
019-1915-56000-00	Terry Allen, Inc	Peck Park - Toilet Rental - 1 Regular Unit 4/1/26 - 10/31/26	10/13/2026	90.00	0000093190
019-1915-57500-00	Vestis	10/26 service	10/13/2026	89.88	
019-1915-57500-00	Vestis	09/26 service	10/13/2026	89.88	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-59300-00	Cozadd Diesel Service, Inc	dump bed safety lock for dump trucks	10/13/2026	300.00	
019-1915-62500-00	Pomp's Tire Service Inc - Galesburg	tires #523B	10/13/2026	173.00	
019-1915-62500-00	Pomp's Tire Service Inc - Galesburg	tires #525	10/13/2026	324.48	
019-1915-62500-00	Pomp's Tire Service Inc - Galesburg	tires #522	10/13/2026	269.00	
019-1915-62500-00	Birkeys Farm Store, Inc	spring/cable #576	10/13/2026	193.12	
019-1915-62500-00	Birkeys Farm Store, Inc	frame #520	10/13/2026	433.19	
019-1915-62500-00	Advance Auto Parts	filter #541	10/13/2026	13.45	
019-1915-62500-00	MTI Distributing, Inc	filter #522	10/13/2026	214.81	
019-1915-65500-00	Pomp's Tire Service Inc - Galesburg	Inner Tubes	10/13/2026	36.00	
019-1915-65500-00	Certified Laboratories	tank tonic	10/13/2026	651.30	
019-1915-66000-00	Galesburg Electric, Inc.	light bulbs	10/13/2026	110.64	
019-1915-68500-00	Tri-State Water	Misc. chemicals	10/13/2026	49.45	
Subtotal for Divison: 1915				6,367.93	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	09/30/2026	30.00	
019-1920-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	27.22	
019-1920-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	28.04	
019-1920-55700-00	LTL Partners, Inc	aerifying	10/13/2026	2,325.00	
019-1920-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
019-1920-57500-00	Vestis	10/26 service	10/13/2026	66.88	
019-1920-57500-00	Vestis	09/26 service	10/13/2026	66.88	
019-1920-61000-00	Office Specialists, Inc.	monthly deskpad	10/13/2026	3.90	
019-1920-61000-00	Office Specialists, Inc.	tape	10/13/2026	41.98	
019-1920-61000-00	Office Specialists, Inc.	name badge	10/13/2026	13.95	
019-1920-62510-00	Herr Petroleum Corp	116.3 gal diesel #2, 148.4 gal unleaded ethanol	10/13/2026	1,181.77	0000093157
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	turf seed	10/13/2026	1,645.95	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	turf seed	10/13/2026	1,154.25	
019-1920-64125-00	Butch's Pizza Inc.	Pizzas	10/13/2026	100.75	
019-1920-64125-00	Atlantic Coca-Cola	Misc. concessions	10/13/2026	547.10	
019-1920-64125-00	Smithfield Direct, LLC	Misc. concessions	10/13/2026	85.80	
019-1920-65000-00	Office Specialists, Inc.	trash bags	10/13/2026	55.08	
019-1920-66000-00	Faulks Bros. Construcion, Inc.	non dried lacon	10/13/2026	1,944.53	
Subtotal for Divison: 1920				9,394.08	
019-1925-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
019-1925-56000-00	Terry Allen, Inc	Campground - Toilet Rental - 4 Regular Units 4/09/26 to 10/12/26	10/13/2026	360.00	0000093190
019-1925-66000-00	Galesburg Electric, Inc.	breakers, GFCI receptacles	10/13/2026	1,268.54	

Account Number	Vendor	Description	Date	Amount	PO No
019-1925-66000-00	Galesburg Electric, Inc.	return outlets	09/29/2026	-75.10	
019-1925-66500-00	MTI Distributing, Inc	2021 Toro Workman GTX EFI w/canopy, windshield, electric dump l	10/13/2026	6,499.00	0000093369
Subtotal for Divison: 1925				8,062.66	
019-1935-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	94.10	
019-1935-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	40.88	
019-1935-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	85.00	
019-1935-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	80.00	
019-1935-57500-00	Vestis	10/26 service	10/13/2026	486.29	
019-1935-57500-00	Vestis	09/26 service	10/13/2026	486.29	
019-1935-65000-00	Office Specialists, Inc.	paper towels	10/13/2026	32.53	
Subtotal for Divison: 1935				1,305.09	
019-1945-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	95.00	
019-1945-55700-00	Okolona Pest Control Inc	09/26 pest service	10/13/2026	95.00	
019-1945-65000-00	Office Specialists, Inc.	urinal screen, trash bags, toilet paper, hand soap	10/13/2026	352.19	
019-1945-66000-00	Galesburg Electric, Inc.	mounting arm	10/13/2026	23.55	
019-1945-66000-00	Galesburg Electric, Inc.	light bulb	10/13/2026	207.01	
Subtotal for Divison: 1945				772.75	
019-1950-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
019-1950-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
Subtotal for Divison: 1950				85.22	
019-1955-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
019-1955-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	40.00	
019-1955-64000-00	Heritage Pool Supply Group Inc	wibit zigzag modular inflatable	10/13/2026	4,999.00	
Subtotal for Divison: 1955				5,049.22	
019-1960-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
019-1960-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	60.00	
019-1960-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	40.00	
019-1960-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
019-1960-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
Subtotal for Divison: 1960				325.00	
019-1965-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
019-1965-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1965-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
019-1965-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	50.00	
019-1965-55700-00	Okolona Pest Control Inc	10/26 pest service	10/13/2026	50.00	
019-1965-55700-00	AMP Companies Inc	repair of ice machine	10/13/2026	602.30	
019-1965-57500-00	Vestis	10/26 service	10/13/2026	51.15	
019-1965-57500-00	Vestis	09/26 service	10/13/2026	51.15	
019-1965-62500-00	MTI Distributing, Inc	belt #588	10/13/2026	124.23	
019-1965-62510-00	Herr Petroleum Corp	211.6 gal diesel #2	10/13/2026	1,037.75	0000093156
019-1965-65500-00	MTI Distributing, Inc	belt	10/13/2026	183.48	
Subtotal for Divison: 1965				<u>2,310.28</u>	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	09/30/2026	30.00	
019-1975-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
019-1975-54000-00	Brandon Phillips	Cell Phone Allowance	09/30/2026	30.00	
019-1975-55500-00	Pitstop Shop Towing & Repair LLC	truck test #147	10/13/2026	55.00	
019-1975-62500-00	Advance Auto Parts	filter #103	10/13/2026	10.61	
019-1975-62500-00	Advance Auto Parts	filter #103	10/13/2026	62.90	
019-1975-62500-00	Advance Auto Parts	filter #103	10/13/2026	13.64	
019-1975-62500-00	Advance Auto Parts	adhesive #103	10/13/2026	139.08	
019-1975-62500-00	Advance Auto Parts	applicator #103	10/13/2026	106.59	
019-1975-62500-00	Advance Auto Parts	filter #103	10/13/2026	57.60	
019-1975-62500-00	Napa Auto Parts	filter #103	10/13/2026	348.23	
019-1975-62500-00	Pomp's Tire Service Inc - Galesburg	tires #147	10/13/2026	413.00	
019-1975-62500-00	Napa Auto Parts	return of filter parts #103	10/13/2026	-252.74	
Subtotal for Divison: 1975				<u>1,024.13</u>	
Subtotal for Fund 019				<u><u>80,004.32</u></u>	
020-0000-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	71.38	
020-0000-55700-00	Bailey Excavating, Inc	cleaned sewer from cleanout, hydrovaccated area	10/13/2026	2,470.94	
020-0000-62500-00	Napa Auto Parts	bearing #360	10/13/2026	8.79	
020-0000-62500-00	Advance Auto Parts	filter #351	10/13/2026	44.73	
020-0000-62500-00	Birkeys Farm Store, Inc	wheel seal #360	10/13/2026	19.20	
020-0000-66000-00	Galesburg Electric, Inc.	conduit, couplings, adapters	10/13/2026	696.19	
Subtotal for Divison: 0000				<u>3,311.23</u>	
Subtotal for Fund 020				<u><u>3,311.23</u></u>	

Account Number	Vendor	Description	Date	Amount	PO No
023-0000-55420-00	N.E. Finch Co	Demolition of 1786 Bateman St	10/13/2026	17,200.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 1217 S Pearl St	10/13/2026	21,164.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 794 E Berrien St	10/13/2026	16,380.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 714 Mulberry St	10/13/2026	34,216.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 46 N Pearl St	10/13/2026	20,148.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 1149 McClure St	10/13/2026	16,520.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 362 N Broad St	10/13/2026	26,962.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 874 S Seminary St	10/13/2026	13,554.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 862 S Seminary St	10/13/2026	26,752.00	0000093299
023-0000-55420-00	N.E. Finch Co	Demolition of 99 N Elm St	10/13/2026	21,344.00	0000093299
Subtotal for Divison: 0000				214,240.00	
Subtotal for Fund 023				214,240.00	
026-0000-10701-00	Western Illinois Regional Council	FY27 WIRC annual Membership	10/13/2026	7,998.60	0000093395
026-0000-55000-00	Western Illinois Regional Council	FY26 WIRC annual Membership	10/13/2026	7,998.60	0000093395
Subtotal for Divison: 0000				15,997.20	
Subtotal for Fund 026				15,997.20	
030-0000-10701-00	Mid-West Truckers Association, Inc.	2027 yearly charge - 28 people random drug & alcohol service	10/13/2026	1,300.00	
030-0000-10701-00	KnowBe4, Inc	2028 KnowBe4 Renewal - ParaTransit	10/13/2026	147.94	0000093382
030-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - ParaTransit	10/13/2026	123.28	0000093382
030-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - Fixed Route Transit	10/13/2026	154.10	0000093382
030-0000-10701-00	KnowBe4, Inc	2027 KnowBe4 Renewal - ParaTransit	10/13/2026	147.94	0000093382
030-0000-10701-00	KnowBe4, Inc	2028 KnowBe4 Renewal - Fixed Route Transit	10/13/2026	184.92	0000093382
030-0000-10701-00	KnowBe4, Inc	2027 KnowBe4 Renewal - Fixed Route Transit	10/13/2026	184.92	0000093382
030-0000-10701-00	Mid-West Truckers Association, Inc.	2027 yearly charge - 28 people random drug & alcohol service	10/13/2026	1,500.00	
Subtotal for Divison: 0000				3,743.10	
030-0320-51000-00	Mid-West Truckers Association, Inc.	09/26 drug & alcohol services	09/30/2026	180.00	
030-0320-51000-00	OSF Occupational Medicine	pre employment exam	09/30/2026	200.00	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	09/26 radio ads	09/30/2026	200.00	
030-0320-51500-00	USA Today Media Corp	notice to bidders - acct #857927	08/31/2026	120.54	
030-0320-54000-00	Dedra Mannon	Cell Phone Allowance	09/30/2026	30.00	
030-0320-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	32.65	
030-0320-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	35.64	
030-0320-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - ParaTransit	10/13/2026	24.66	0000093382

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-55800-00	Foxster Opco LLC	10/26 usage	10/13/2026	446.22	
030-0320-61000-00	Office Specialists, Inc.	pens	09/30/2026	49.74	
030-0320-61000-00	Office Specialists, Inc.	pens	09/30/2026	31.12	
030-0320-61000-00	Office Specialists, Inc.	calendars, planner, notepads	10/13/2026	129.98	
030-0320-62500-00	Eastern Iowa Tire	tires	09/30/2026	1,372.20	
030-0320-62500-00	Napa Auto Parts	fleet pads, brake cleaner #463	08/31/2026	149.49	
030-0320-62510-00	Herr Petroleum Corp	221.5 gal unleaded ethanol	10/13/2026	858.83	0000093163
030-0320-62510-00	Herr Petroleum Corp	204.4 gal unleaded ethanol	09/30/2026	834.95	0000093163
030-0320-62510-00	Herr Petroleum Corp	335.3 Gal unleaded ethanol	09/30/2026	1,369.66	0000093163
Subtotal for Division: 0320				<u>6,065.68</u>	
030-0370-51000-00	OSF Occupational Medicine	pre employment exam	09/30/2026	150.00	
030-0370-51000-00	OSF Occupational Medicine	pre employment exam	09/30/2026	165.00	
030-0370-51500-00	USA Today Media Corp	notice to bidders - acct #857927	08/31/2026	120.54	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	09/26 radio ads	09/30/2026	200.00	
030-0370-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	86.47	
030-0370-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	134.60	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	09/30/2026	30.00	
030-0370-55700-00	Okolona Pest Control Inc	09/26 pest service	09/30/2026	65.00	
030-0370-55700-00	Okolona Pest Control Inc	termite inspection service	09/30/2026	85.00	
030-0370-55700-00	Heritage-Crystal Clean, LLC	used oil pickup	09/30/2026	1,499.94	
030-0370-55700-00	Cintas, Inc	09/26 service	09/30/2026	287.72	
030-0370-55700-00	Cintas, Inc	09/26 service	10/13/2026	401.64	
030-0370-55700-00	Howe Overhead Doors Inc	serviced commercial door & operator	09/30/2026	413.00	
030-0370-55800-00	Foxster Opco LLC	10/26 usage	10/13/2026	446.22	
030-0370-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - Fixed Route Transit	10/13/2026	30.82	0000093382
030-0370-62510-00	Herr Petroleum Corp	304.40 gal Diesel #2	10/13/2026	1,650.39	0000093163
030-0370-62510-00	Herr Petroleum Corp	790.3 gal diesel #2	09/30/2026	5,358.61	0000093163
030-0370-62510-00	Herr Petroleum Corp	235.3 gal diesel #2	09/30/2026	1,595.51	0000093163
030-0370-65000-00	Office Specialists, Inc.	facial tissue, paper towels, toilet paper	10/13/2026	284.60	
Subtotal for Division: 0370				<u>13,005.06</u>	
Subtotal for Fund 030				<u><u>22,813.84</u></u>	
054-0000-51000-00	US Sterling Capital Corp., Inc.	First Central Bank	10/13/2026	241.32	
054-0000-63500-00	D.A. Hoerr & Sons, Inc.	Tulip Tree	10/13/2026	189.00	
054-0000-63500-00	D.A. Hoerr & Sons, Inc.	warranty return of trees	10/13/2026	-327.00	

Account Number	Vendor	Description	Date	Amount	PO No
054-0000-63500-00	D.A. Hoerr & Sons, Inc.	Misc trees	10/13/2026	2,134.00	
054-0000-63500-00	Timanda Landscaping & Garden Cer	trees	10/13/2026	679.80	
054-0000-63500-00	Stoneleaf Nursery	59 Misc Trees	10/13/2026	11,031.00	0000093385
Subtotal for Divison: 0000				13,948.12	
Subtotal for Fund 054				13,948.12	
058-0000-51000-00	US Sterling Capital Corp., Inc.	First National Bank	10/13/2026	241.32	
058-0000-51000-00	US Sterling Capital Corp., Inc.	First State Bank	10/13/2026	241.32	
Subtotal for Divison: 0000				482.64	
Subtotal for Fund 058				482.64	
059-0000-51000-00	US Sterling Capital Corp., Inc.	Gateway First Bank	10/13/2026	245.00	
059-0000-55700-00	Gunther Construction Co., a div. of U	2026 Parks Sealcoat	10/13/2026	56,141.77	0000093293
059-0000-71000-00	Motorola Solutions, Inc	starcom radios	10/13/2026	37.34	
Subtotal for Divison: 0000				56,424.11	
Subtotal for Fund 059				56,424.11	
061-0000-10701-00	KnowBe4, Inc	01/2027-12/2027 KnowBe4 Renewal - Water	10/13/2026	406.83	0000093382
061-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - Water	10/13/2026	339.03	0000093382
061-0000-10701-00	KnowBe4, Inc	01/2028-12/2028 KnowBe4 Renewal - Water	10/13/2026	406.83	0000093382
061-0000-10704-00	Sebis Postage	10/26 postage for UB bills	10/13/2026	7,500.00	
061-0000-20101-00	NANCY CUENO	Refund Check 060911-000, 2172 SANDEEP DR	10/07/2026	43.03	
061-0000-20101-00	MICHAEL MEDINA	Refund Check 019675-003, 571 W BROOKS ST	10/01/2026	160.61	
061-0000-20101-00	JOSEPH GENISIO	Refund Check 008859-011, 1631 ROCK ISLAND AVE	10/01/2026	69.22	
061-0000-20101-00	JEANNETTE ESTERS	Refund Check 060406-005, 945 S CHAMBERS ST	10/07/2026	96.14	
061-0000-20101-00	BRANDON MATLOCK	Refund Check 069909-000, 1119 HAWKINSON AVE 11	10/07/2026	112.62	
061-0000-20101-00	DYLAN INNESS	Refund Check 056914-001, 1025 LINCOLN ST	10/07/2026	92.14	
061-0000-20101-00	JAMES DROKE	Refund Check 018661-003, 1796 E MAIN ST	10/07/2026	117.14	
061-0000-20101-00	PHILIP EDAT	Refund Check 065152-000, 715 E THIRD ST	10/01/2026	73.20	
061-0000-20101-00	LEONA GERMAN	Refund Check 060108-000, 390 N FARNHAM ST	10/07/2026	10.48	
061-0000-20101-00	RICHARD MOORE	Refund Check 055510-000, 456 N PLEASANT AVE	10/07/2026	44.92	
061-0000-20101-00	CRYSTAL MONTEL	Refund Check 070510-000, 1347 GARDEN LN	10/01/2026	114.68	
061-0000-20101-00	BALEIGH MOREY	Refund Check 067676-001, 1315 N CEDAR ST	10/07/2026	31.16	
061-0000-20101-00	DARLENE FISHER ESTATE	Refund Check 023062-000, 345 ILLINOIS AVE	10/07/2026	15.87	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	FAITH GEORGE	Refund Check 070234-000, 15 CHESTNUT ST	10/01/2026	34.35	
061-0000-20101-00	DEBORAH FISCHER	Refund Check 068689-002, 1021 E BROOKS ST	09/29/2026	108.63	
061-0000-20101-00	KYLE JACKSON	Refund Check 067325-000, 283 E LOSEY ST	10/01/2026	68.13	
061-0000-20101-00	LARRY JUSTICE JR	Refund Check 060035-000, 22 LORRAINE DR	10/07/2026	71.49	
061-0000-20101-00	ANNETTE LINK	Refund Check 054648-000, 99 CIRCLE DR	10/01/2026	70.56	
061-0000-20101-00	TERESA INNESS	Refund Check 048031-030, 1385 CLARK ST	10/01/2026	110.56	
061-0000-20101-00	SHAUN CLARK	Refund Check 009277-000, 1485 MEADOW DR	10/07/2026	26.15	
061-0000-20101-00	GALESBURG WAREHOUSE LLC	Refund Check 061306-000, 888 S LAKE STOREY RD	10/06/2026	53.24	
061-0000-20101-00	SIOBHAN CASHEN	Refund Check 070390-000, 940 N PRAIRIE ST	10/01/2026	119.47	
061-0000-20101-00	LINDSAY CATION	Refund Check 049165-004, 768 S HENDERSON ST	10/07/2026	147.64	
061-0000-20101-00	ALFRED GONZALEZ	Refund Check 059357-000, 1536 DEE ANN DR	10/07/2026	35.84	
061-0000-20101-00	CONNIE BRADEN	Refund Check 060909-000, 1959 NEWCOMER DR	10/01/2026	41.11	
061-0000-20101-00	KIMBERLY BAKER	Refund Check 053757-000, 897 E FREMONT ST	10/07/2026	4.22	
061-0000-20101-00	LOUIS ASHBY	Refund Check 065445-000, 386 JUSTIN DR	10/01/2026	65.09	
061-0000-20101-00	MATTHEW ROGAN	Refund Check 066545-002, 229 N PEARL ST 1	10/06/2026	81.97	
061-0000-20101-00	CHRISTEN RIGG	Refund Check 061206-000, 100 SILVER ST	10/01/2026	33.14	
061-0000-20101-00	CHRISTOPHER ZOBRIST	Refund Check 065228-000, 576 MAPLE AVE 2	10/01/2026	34.73	
061-0000-20101-00	TODD WOLLRAB	Refund Check 022763-028, 1850 BAIRD AVE	10/07/2026	110.56	
061-0000-20101-00	WILLIAM VAN AUTREVE	Refund Check 011816-001, 1232 N WEST ST	10/01/2026	100.56	
061-0000-20101-00	JOHN & CHERI SIEBKEN	Refund Check 016704-000, 1426 W LOSEY ST	10/07/2026	27.64	
061-0000-20101-00	DIANE WALLER	Refund Check 021020-001, 323 S PEARL ST	10/01/2026	11.62	
061-0000-20101-00	MATTHEW SPRINKLE	Refund Check 069754-000, 1421 LINDSAY LN	10/01/2026	90.09	
061-0000-20101-00	ISABEL PEREZ	Refund Check 066489-000, 966 LOCUST ST	10/01/2026	62.09	
061-0000-20101-00	DEBRA SMITH	Refund Check 018719-001, 1455 E MAIN ST	10/01/2026	8.29	
061-0000-20101-00	MEGHYN SMITH	Refund Check 069454-000, 237 LINNEUS AVE	10/07/2026	55.48	
061-0000-20101-00	MARSHALL SILK	Refund Check 055051-000, 1883 CORNELIA RD	10/07/2026	50.96	
061-0000-20101-00	BRIAN PETERSON	Refund Check 052891-008, 281 E LOSEY ST	10/01/2026	84.06	
061-0000-20101-00	BRADLEY OBERHAUS	Refund Check 046019-001, 1751 WILLARD ST	10/01/2026	41.62	
061-0000-20101-00	TUCKER VANDEWOSTINE	Refund Check 070446-000, 778 E FOURTH ST	10/01/2026	49.57	
061-0000-20101-00	BRIAN PETERSON	Refund Check 052891-009, 283 E LOSEY ST	10/07/2026	145.58	
061-0000-51000-00	Credit Collection Partners	09/26 service	10/13/2026	29.61	
061-0000-51000-00	SpringbrookSoftware LLC	09/26 CivicPay transaction fee	10/13/2026	784.84	
061-0000-51000-00	Tri-City Electric Company of Iowa I	2026 MAINTENANCE ASSISTANCE FOR THE WATER DIVISIO	10/13/2026	1,627.26	0000093200
061-0000-51000-00	Oberlander Electric, Inc	ARCH FLASH STUDY FOR GALESBURG AND OQUAWKA WA	10/13/2026	24,895.00	0000092947
061-0000-51500-00	Sebis Direct Inc	City of Galesburg EPA Mailing -09/26	10/13/2026	3,204.60	
061-0000-52000-00	OnSite Partners ProjectCo LLC	09/26 service	09/30/2026	7,986.16	
061-0000-54000-00	Roger Mettler	Cell Phone Allowance	09/30/2026	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	09/30/2026	30.00	
061-0000-54000-00	Derrick Chick	Cell Phone Allowance	09/30/2026	30.00	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	09/30/2026	30.00	
061-0000-54000-00	Brightspeed	09/26 Service Acct #304035525	09/30/2026	124.91	
061-0000-54000-00	Francis Rutledge	Cell Phone Allowance	09/30/2026	30.00	
061-0000-54000-00	Scott Seiberlich	Cell Phone Allowance	09/30/2026	30.00	
061-0000-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	127.61	
061-0000-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	75.00	
061-0000-55700-00	Okolona Pest Control Inc	termite inspection service	10/13/2026	85.00	
061-0000-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - Water	10/13/2026	67.81	0000093382
061-0000-65000-00	Office Specialists, Inc.	return paper towels, cleaner	10/13/2026	-145.02	
061-0000-65000-00	Office Specialists, Inc.	paper towels, cleaner	10/13/2026	145.02	
061-0000-65000-00	Office Specialists, Inc.	cleanser	10/13/2026	28.76	
061-0000-66000-00	Core & Main	curb box repair section	10/13/2026	301.84	
061-0000-66000-00	Core & Main	curb box repair section	10/13/2026	27.44	
061-0000-66000-00	Life Technologies Corporation	quick disconnect kit	10/13/2026	191.90	
061-0000-66000-00	Core & Main	offsets	10/13/2026	713.41	
061-0000-66000-00	Core & Main	wedge, grip rings	10/13/2026	1,270.00	
061-0000-66000-00	Core & Main	circular chart recorder paper	10/13/2026	124.82	
061-0000-66000-00	Core & Main	curb box plugs	10/13/2026	156.60	
061-0000-66500-00	USA Bluebook, Inc.	set screw extractor	10/13/2026	75.80	
061-0000-66500-00	USA Bluebook, Inc.	set screw extractor	10/13/2026	61.95	
061-0000-66700-00	Core & Main	2026 Misc Meter Needs (Blanket PO. Will order as needed)	10/13/2026	19,754.48	0000093197
061-0000-67500-00	Go Van Gogh's	hi-vis sweatshirts	10/13/2026	482.00	
061-0000-68500-00	General Laboratory Products	misc. chemicals	10/13/2026	85.76	
061-0000-68500-00	IDEXX Distribution Inc.	misc. chemicals	10/13/2026	349.60	
061-0000-68500-00	IDEXX Distribution Inc.	Misc. chemicals	10/13/2026	2,032.02	
061-0000-68500-00	IDEXX Distribution Inc.	misc. chemicals	10/13/2026	1,290.08	
061-0000-68500-00	Alexander Chemical Corp	2026 Annual Supply of Gas Chlorine (as per bid specification).	10/13/2026	5,130.00	0000093205
061-0000-68500-00	USA Bluebook, Inc.	Misc. chemicals	10/13/2026	352.36	
061-0000-68700-00	Core & Main	2026 Large Water Meters for Resale (Blanket PO. Will order as ne	10/13/2026	3,768.00	0000093196
061-0000-68700-00	Core & Main	2026 Large Water Meters for Resale (Blanket PO. Will order as ne	10/13/2026	3,460.00	0000093196
061-0000-68700-00	Core & Main	2026 Large Water Meters for Resale (Blanket PO. Will order as ne	10/13/2026	3,768.00	0000093196
Subtotal for Division: 0000				94,190.96	
Subtotal for Fund 061				94,190.96	

Account Number	Vendor	Description	Date	Amount	PO No
067-0000-20101-00	MICHAEL MEDINA	Refund Check 019675-003, 571 W BROOKS ST	10/01/2026	0.92	
067-0000-51000-00	SpringbrookSoftware LLC	09/26 CivicPay transaction fee	10/13/2026	386.56	
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/20/26 to 11/15/2	10/13/2026	90.00	0000093190
		Subtotal for Division: 0000		477.48	
		Subtotal for Fund 067		477.48	
074-0000-54000-00	Amanda Willett	Cell Phone Allowance	09/30/2026	30.00	
074-0000-54000-00	Stratus Networks, Inc	10/26 Service Acct# 7382	10/13/2026	10.22	
		Subtotal for Division: 0000		40.22	
		Subtotal for Fund 074		40.22	
078-0000-10701-00	KnowBe4, Inc	01/2029-10/2029 KnowBe4 Renewal - City Hall	10/13/2026	7,181.24	0000093382
078-0000-10701-00	KnowBe4, Inc	2028 KnowBe4 Renewal - City Hall	10/13/2026	8,617.49	0000093382
078-0000-10701-00	KnowBe4, Inc	2027 KnowBe4 Renewal - City Hall	10/13/2026	8,617.49	0000093382
078-0000-10701-00	Mid-West Truckers Association, Inc.	2027 yearly charge - 50 people random drug & alcohol service	10/13/2026	4,750.00	
078-0000-51000-00	OSF Occupational Medicine	pre employment exam	09/30/2026	65.00	
078-0000-55800-00	KnowBe4, Inc	11/2026-12/2026 KnowBe4 Renewal - City Hall	10/13/2026	1,436.26	0000093382
078-0000-56535-00	OSF Occupational Medicine	workers comp - dos 09/15/26 - pat acct #0026426300	10/13/2026	169.44	
078-0000-56535-00	Jording Law PLLC	09/26 legal service	10/13/2026	450.00	
078-0000-56535-00	Jording Law PLLC	09/26 legal service	10/13/2026	437.50	
078-0000-56535-00	Jording Law PLLC	09/26 legal service	10/13/2026	525.00	
078-0000-56535-00	Jording Law PLLC	09/26 legal service	10/13/2026	1,348.60	
078-0000-56597-00	Galesburg Electric, Inc.	light pole base	10/13/2026	2,298.75	
		Subtotal for Division: 0000		35,896.77	
		Subtotal for Fund 078		35,896.77	
091-0000-20101-00	MICHAEL MEDINA	Refund Check 019675-003, 571 W BROOKS ST	10/01/2026	0.53	
091-0000-20102-00	Galesburg Sanitary Dist.	09/26 credit card processing fees	10/13/2026	-5,276.82	
091-0000-20102-00	Galesburg Sanitary Dist.	10/26 sanitary district fees - less 3% collection fee	10/13/2026	-18,710.40	
091-0000-22003-00	Galesburg Sanitary Dist.	10/26 sanitary district fees	10/13/2026	623,680.04	
		Subtotal for Division: 0000		599,693.35	
		Subtotal for Fund 091		599,693.35	

Account Number	Vendor	Description	Date	Amount	PO No
Report Total:				<u><u>1,746,375.39</u></u>	

Advance Checks and ACH Payments as of 10/19/2026

Check Date	Check #	Vendor Name	Description	Account #	Amount
10/1/2026	0	Chuck Humes	09/29 - umped softball - 2 games	019-1940-51400	80.00
10/1/2026	103231	Cornfield and Feldman LLP & Richard Neal	work comp settlement - Case #25WC011363	078-0000-56535	4,276.14
10/1/2026	0	Galesburg Sanitary Dist.	2019 Vactor 2100 Plus Jet Vack Truck	058-0000-71000	150,000.00
10/1/2026	0	Hutchison Engineering, Inc	Lake Storey Path - Phase II Engineering	013-0000-76000	8,868.34
10/1/2026	103232	Hy-Vee Food Store	ERC Employee Luncheon 2026	001-0120-58500	1,500.00
10/1/2026	103233	J & P BROTHERS INC	Reissue BT duplicate payment 05/22 chk #97964 dtd 4/17/	001-0000-22002	637.66
10/1/2026	103234	Knox County Records Office	file 41 weed/trash/demo liens	001-0160-51300	363.00
10/1/2026	103235	MC Squared	08/26 service	030-0000-20102	931.89
10/1/2026	103235	MC Squared	08/26 service	001-0000-20102	4,638.89
10/1/2026	103235	MC Squared	08/26 service	019-0000-20102	5,244.22
10/1/2026	103235	MC Squared	08/26 service	061-0000-20102	674.39
10/1/2026	103235	MC Squared	08/26 service	018-0000-20102	120.57
10/1/2026	103235	MC Squared	08/26 service	020-0000-20102	222.97
10/1/2026	0	Michael Martin	Downtown Facade Grant incentive for 221-223 E Main St.	049-0000-83100	18,000.00
10/1/2026	103236	Terra Engineering, Ltd.	Engineering for E Main Street Improvement Project	013-0000-78010	41,759.22
10/1/2026	10033	Western Illinois Regional Council	CO#1 Rehab Administration Inspections - DCEO Single Fa	013-0000-51000	1,656.85
10/1/2026	10033	Western Illinois Regional Council	Rehab Administration Inspections - DCEO Single Family C	013-0000-51000	4,250.00
10/1/2026	10033	Western Illinois Regional Council	Rehab Administration - DCEO Single Family Owner Occu	013-0000-51000	8,000.00
10/1/2026	0	Xavier M Crowell	Internship Research Project - 2nd Installment	001-0110-51000	1,250.00
10/2/2026	0	Andrew Nelson	Black Belt	001-0605-67500	314.98
10/2/2026	0	Kyle Harms	Non Safety Toe Boots	001-0605-67500	128.00
10/2/2026	0	Matthew Cain	Non Safety Toe Boots	001-0605-67500	132.22
10/2/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	500.00
10/2/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	3,000.00
10/2/2026	0	Tyler Burris	Pants Reimbursement	001-0550-67500	75.00
10/2/2026	0	UMR	Employee health insurance claims	074-0000-56503	54,129.51
10/2/2026	0	UMR	Retiree health insurance claims	073-0000-56503	9,100.51
10/5/2026	103237	RUSSELL IDLE	COBRA health insurance 10/26 premium collected in error	073-0000-20101	2,090.02
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	030-0320-51000	5.04
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	061-0000-51000	1,590.25
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	001-0410-51000	23.07
10/8/2026	0	Bluefin Payment Systems	09/26 UB Webpayment credit card processing fee	061-0000-51000	7,367.65
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	030-0370-51000	5.04
10/8/2026	0	Bluefin Payment Systems	09/26 UB Webpayment credit card processing fee	067-0000-51000	3,683.83
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	067-0000-51000	795.15
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	001-0115-51000	84.24
10/8/2026	0	Bluefin Payment Systems	09/26 Paypad processing fees	001-0306-51000	23.07
10/8/2026	0	Breakthru Beverage Illinois, LLC	liquor for golf concessions	019-1920-64125	171.40
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1930-51000	22.56
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1955-51000	219.66
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1925-51000	416.94
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1960-51000	13.83

Check Date	Check #	Vendor Name	Description	Account #	Amount
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1905-51000	250.24
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1945-51000	39.42
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1950-51000	35.77
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	019-1935-51000	92.86
10/8/2026	0	Cardconnect	09/26 Card Connect Credit card fees	051-0000-51000	0.40
10/8/2026	0	Chuck Humes	10/06 umped softball- 2 games	019-1940-51400	80.00
10/8/2026	0	Euclid Beverage	liquor for golf concessoins	019-1920-64125	413.75
10/8/2026	0	G & M Distributors	liquor for golf concessions	019-1920-64125	401.80
10/8/2026	0	ILPEA Industries Inc	development agreement 26-4053	024-0000-83100	100,000.00
10/8/2026	103285	Knox County Recorders Office	recording fee	001-0160-51300	63.00
10/8/2026	0	Oneida Network Services, Inc	10/26 internet - acct #1101994 - Kerzi	001-0207-54000	80.00
10/8/2026	0	Quadient Leasing USA, Inc	postage for machine	061-0000-10702	1,050.00
10/8/2026	0	Quilt	09/26 Credit card fees	019-1920-51000	1,152.58
10/8/2026	103287	Secretary of State	municipal plate	061-0000-51000	8.00
10/8/2026	103286	Secretary of State	title & registration	061-0000-51000	165.00
10/8/2026	103288	Treasurer of the State of Illinois	Unclaimed property from 07/01/22 -06/30/23	001-0000-22002	2,106.15
10/8/2026	0	UMR	Employee admin fee	074-0000-56501	11,446.32
10/8/2026	0	UMR	Employee stop loss	074-0000-56502	56,370.30
10/8/2026	0	UMR	Retiree stop loss	073-0000-56502	9,905.70
10/8/2026	0	UMR	Employee health insurance claims	074-0000-56503	52,477.82
10/8/2026	0	UMR	Employee prescription claims	074-0000-56505	29,002.41
10/8/2026	0	UMR	Employee dental/vision premium	074-0000-56507	20,392.46
10/8/2026	0	UMR	Retiree admin fee	073-0000-56501	2,556.64
10/8/2026	0	UMR	Retiree health insurance claims	073-0000-56503	3,117.91
10/8/2026	0	UMR	Retiree prescription claims	073-0000-56505	3,021.24
10/8/2026	0	UMR	Retiree dental/vision premium	073-0000-56507	2,931.08
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	020-0000-47500	11.10
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	030-0370-47500	72.15
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	014-0000-47500	88.80
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	078-0000-47500	11.10
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0550-47500	108.78
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0510-47500	632.92
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	030-0320-47500	72.15
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	061-0000-47500	309.14
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	067-0000-47500	11.10
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	023-0000-47500	6.66
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	019-1905-47500	213.12
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0605-47500	249.96
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0115-47500	88.80
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	024-0000-47500	62.71
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	019-1920-47500	88.80
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0306-47500	115.44
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0305-47500	46.62

Check Date	Check #	Vendor Name	Description	Account #	Amount
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0207-47500	79.92
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	018-0000-47500	53.28
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0410-47500	155.40
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	017-0000-47500	22.20
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0120-47500	59.94
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0450-47500	73.26
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0205-47500	257.52
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	019-1975-47500	44.40
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	074-0000-47500	17.76
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0110-47500	139.31
10/8/2026	103289	United Healthcare	10/26 Monthly Life Insurance Premiums	001-0445-47500	35.52
10/8/2026	0	Waste Management, Inc.	09/26 service cust #5-33430-33004	067-0000-59502	226,545.47
10/8/2026	0	Waste Management, Inc.	09/26 service cust #63842-03000	019-1915-55700	552.58
10/8/2026	0	Waste Management, Inc.	30 oversize stickers	067-0000-10701	600.00
				Grand Total	\$ 864,352.87



26-1018

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Ordinance Designating Robertson Avenue at Michigan Avenue as a Yield Intersection

SUMMARY RECOMMENDATION: The City Manager, Director of Public Works and City Engineer recommend approval of an ordinance designating Robertson Avenue at Michigan Avenue as a yield intersection.

BACKGROUND: A resident asked the City to consider installing a yield sign at Robertson Avenue and Michigan Avenue, citing dangerous conditions and near-miss collisions at the intersection.

The Traffic Advisory Committee evaluated whether a yield sign should be installed. The committee recommends installing a yield sign on Robertson Avenue. In making its recommendation, the committee considered the layout of the intersection and how far drivers can see in each direction. The sign will cost \$225 to make and install.

BUDGET IMPACT: Sufficient funds are budgeted in the Gas Tax Fund (Fund 14) for traffic control work.

SUPPORTING DOCUMENTS:

1. Ordinance



ORDINANCE NO. _____

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

SECTION ONE: Appendix F of Chapter 76 of the City of Galesburg Code of Ordinances shall be, and is hereby amended by adding the following language:

- Robertson Avenue at Michigan Avenue

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

SECTION THREE: This ordinance shall be in full force and effect following its passage, approval and publication as required 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



26-2026

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Resolution Authorizing Grant Application for Galesburg Public Transportation Capital Projects

SUMMARY RECOMMENDATION: The City Manager, director of Community Development and transit manager recommend approval of a resolution authorizing the City to submit a grant application to the Illinois Department of Transportation (IDOT) for capital projects for Galesburg Public Transportation.

BACKGROUND: City administration is asking City Council to consider applying for statewide capital funding from IDOT. The projects include:

- Expanding the Transit Maintenance Facility to support countywide transportation service.
- Replacing bus cameras with a camera system from Tripmaster that connects to the existing dispatch software.
- Other items, such as a wheel balancer for the maintenance shop.

The attached resolution authorizes the City to submit the required grant application.

BUDGET IMPACT: None. The grant does not require a local match.

SUPPORTING DOCUMENTS:

1. Resolution for State Capital Assistance



RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPLICATION FOR A PUBLIC TRANSPORTATION CAPITAL ASSISTANCE GRANT UNDER THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S GENERAL AUTHORITY TO MAKE SUCH GRANTS.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said assets will impose certain obligations upon the recipient.

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

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois (the Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation capital costs of the City of Galesburg.

Section 2. That the Mayor of the City of Galesburg is hereby authorized and directed to sign and submit such application on behalf of the City of Galesburg.

Section 3. That the Director of Community Development or the Transit Manager of the City of Galesburg is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the Mayor of the City of Galesburg is hereby authorized and directed to execute and file on behalf of the City of Galesburg all required Grant Agreements or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the Director of Community Development or Transit Manager of the City of Galesburg is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PASSED: _____

APPROVED: _____

Approved this 19th day of October, 2026, by a roll call vote as follows:

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk



26-2027

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Landlord Consent to Leasehold Mortgage for National Railroad Hall of Fame Construction at 247 S. Seminary St.

SUMMARY RECOMMENDATION: Provided for council consideration is an agreement in which the City, as landlord, consents to the National Railroad Hall of Fame, as tenant, granting a leasehold mortgage to secure a loan from Tompkins State Bank to finance construction of the facility.

BACKGROUND: On July 7, 2025, City Council approved a lease agreement between the City and the National Railroad Hall of Fame (NRRHOF) for City-owned property at 247 S. Seminary St. The lease allows the property to be used only to construct and operate the National Railroad Hall of Fame. The lease also prohibits the NRRHOF from mortgaging or otherwise encumbering the property without the City's prior written consent.

The NRRHOF now wishes to obtain a \$5.5 million line of credit or mortgage with an initial term of 24 months. Any balance remaining after that would be refinanced one year at a time. NRRHOF representatives say the loan will be repaid as pledges are collected and that the pledges total \$7 million. To provide the financing, Tompkins State Bank requires a mortgage on the building under construction, which requires City Council approval.

By approving the consent agreement, City Council consents to a mortgage that applies only to the tenant's leasehold interest under the lease. Any successor tenant, including the bank, would take the property subject to all lease terms, including the restrictions on how the property may be used. The City is not a borrower, guarantor or surety for the loan and has no obligation to pay or perform any part of it. The NRRHOF has indicated that this line of credit is necessary to bring the project to fruition, and that it has successfully obtained sufficient pledges to complete the project and pay off the mortgage.

BUDGET IMPACT: None.

SUPPORTING DOCUMENTS:

1. Resolution Authorizing Landlord's Consent to Leasehold Mortgage
2. Landlord's Consent to Leasehold Mortgage



RESOLUTION NO. 26-____**A RESOLUTION AUTHORIZING THE EXECUTION OF A LANDLORD’S CONSENT TO LEASEHOLD MORTGAGE BY THE NATIONAL RAILROAD HALL OF FAME, INC. IN FAVOR OF TOMPKINS STATE BANK (247 S. SEMINARY STREET)**

WHEREAS, the City of Galesburg, Knox County, Illinois (the “City”) is a home rule unit of local government under Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, as landlord, and the National Railroad Hall of Fame, Inc., an Illinois not-for-profit corporation (the “Tenant”), are parties to a Lease Agreement dated as of July 7, 2025, approved by Resolution/Ordinance No.25-3755 (the “Lease”), under which the City leased to the Tenant, for a term of 99 years, the real estate commonly known as 247 S. Seminary Street, Galesburg, Illinois, being part of Parcel ID 99-14-104-006 and legally described in Exhibit A to the Lease (the “Premises”), for the construction and operation of a museum for the National Railroad Hall of Fame; and

WHEREAS, Section 8 of the Lease provides that the Tenant shall not, without the prior written consent of the City, which may be withheld at the City’s sole discretion, mortgage, encumber or hypothecate the Lease or any interest therein; and

WHEREAS, the Tenant has requested the City’s consent to the Tenant’s execution and delivery of a Mortgage dated October 5, 2026 (the “Mortgage”) in favor of Tompkins State Bank (the “Lender”), encumbering the Tenant’s leasehold interest in the Premises and securing a promissory note in the original principal amount of \$5,500,000.00, the proceeds of which will be used for construction and construction-related expenses; and

WHEREAS, a Landlord’s Consent to Leasehold Mortgage (the “Consent”) has been prepared, a copy of which is attached to this Resolution as Exhibit A, under which the City would consent to the Mortgage on the condition, among others, that the Mortgage encumbers only the Tenant’s leasehold interest and does not encumber or subordinate the City’s fee title to or reversionary interest in the Premises; and

WHEREAS, the City Council finds that granting the Consent on the terms stated in it will support the Tenant’s development of the National Railroad Hall of Fame museum on the Premises and is in the best interests of the City and its residents.

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

SECTION 1. Recitals. The foregoing recitals are found to be true and correct and are incorporated into this Resolution as if fully set forth in this Section 1.

SECTION 2. Consent Approved. The City Council approves the Consent substantially in the form attached as Exhibit A, and consents, under Section 8 of the Lease, to the Tenant’s execution and delivery of the Mortgage on the terms and conditions stated in the Consent.

SECTION 3. Authorization to Execute. The Mayor is authorized and directed to execute the Consent on behalf of the City, and the City Clerk is authorized and directed to attest the Mayor's signature and affix the seal of the City. The Consent may be executed with such changes as the Mayor, on the advice of the City Attorney, approves as necessary or appropriate, the Mayor's execution being conclusive evidence of that approval; provided that no change shall (a) subject the City's fee title to or reversionary interest in the Premises to the lien of the Mortgage, (b) subordinate any right of the City under the Lease, (c) impose any monetary obligation or liability on the City, or (d) increase the maximum principal amount secured by the Mortgage.

SECTION 4. Further Acts. The Mayor, the City Clerk, the City Manager, the City Attorney and the other officers of the City are authorized to take such further actions and to execute and deliver such further documents as are necessary or appropriate to carry out the intent of this Resolution, including the recording of the executed Consent with the Knox County Recorder.

SECTION 5. No Other Modification. Nothing in this Resolution amends, modifies or waives any provision of the Lease. Any further mortgage, any amendment of the Mortgage that increases the amount secured, and any assignment of the Lease or sublease of the Premises shall require the separate written consent of the City under Section 8 of the Lease.

SECTION 6. Severability. If any section, paragraph, clause or provision of this Resolution is held invalid or unenforceable, that holding shall not affect any other provision of this Resolution.

SECTION 7. Repealer. All ordinances, resolutions and parts thereof in conflict with this Resolution are repealed to the extent of the conflict.

SECTION 8. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the City Council of the City of Galesburg, Illinois, this ____ day of _____, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this ____ day of _____, 2026.

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

(SEAL)

EXHIBIT A
LANDLORD’S CONSENT TO LEASEHOLD MORTGAGE
(attached)

This instrument prepared by and
after recording return to:
Daniel S. Alcorn, Corporation Counsel
City of Galesburg
55 W. Tompkins Street
Galesburg, Illinois 61401

PIN: 99-14-104-006

Common Address: 247 S. Seminary Street, Galesburg, Illinois 61401

(Space above for Recorder's use)

LANDLORD'S CONSENT TO LEASEHOLD MORTGAGE

This Landlord's Consent to Leasehold Mortgage (this "Consent") is made as of the ____ day of _____, 2026, by the CITY OF GALESBURG, an Illinois home rule municipal corporation (the "City"), and is acknowledged and agreed to by the NATIONAL RAILROAD HALL OF FAME, INC., an Illinois not-for-profit corporation (the "Tenant"), and TOMPKINS STATE BANK (the "Lender").

RECITALS

A. The City, as landlord, and the Tenant, as lessee, are parties to a Lease Agreement dated as of July 7, 2025 (the "Lease"), under which the City leased to the Tenant the real estate legally described in Exhibit A to this Consent (the "Premises").

B. Section 8 of the Lease provides that the Tenant shall not mortgage, encumber or hypothecate the Lease or any interest in it without the prior written consent of the City, which may be withheld at the City's sole discretion.

C. The Tenant has executed or proposes to execute a Mortgage, attached as Exhibit B, dated October 5, 2026 in favor of the Lender (the "Mortgage"), securing a promissory note dated October 5, 2026 in the original principal amount of \$5,500,000.00 (the "Note"), and has requested the City's consent to the Mortgage.

D. The City Council of the City approved this Consent by Resolution No. 26-____, passed _____, 2026.

NOW, THEREFORE, the City consents to the Mortgage on the following terms and conditions, and the Tenant and the Lender, by signing below, agree to them:

1. Consent. Under Section 8 of the Lease, the City consents to the Tenant's execution, delivery and recording of the Mortgage, encumbering the Tenant's leasehold interest under the Lease and the Tenant's interest in the improvements on the Premises, to secure the Note in a principal amount not to exceed \$5,500,000.00 (plus sums advanced by the Lender to protect the security of the Mortgage as provided in it).

2. Leasehold Only; City's Fee Not Encumbered. The Mortgage encumbers only the Tenant's leasehold estate under the Lease. The City's fee simple title to the Premises, its reversionary interest, and its rights under the Lease are not encumbered by, and are not and shall not be subordinate to, the Mortgage. Any provision of the Mortgage that purports to extend its lien to fee title later acquired by the Tenant, or to any interest of the City, is without effect as against the City. The City is not liable for the Note or any indebtedness secured by the Mortgage.

3. Lease Controls; No Amendment. The Mortgage is subject and subordinate to the Lease and to all rights of the City under it, including the automatic termination and reversion provided in Section 1 and the right of termination provided in Section 9. Nothing in this Consent or the Mortgage amends, modifies or waives any provision of the Lease. Provisions of the Mortgage concerning the Lease (including those addressing amendment or surrender of the Lease, merger of estates, and the Lender's appointment as the Tenant's attorney-in-fact) bind only the Tenant and the Lender and do not bind the City.

4. Foreclosure and Transfer. Any person acquiring the Tenant's leasehold estate through foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise (a "Successor") takes it subject to all terms of the Lease, including the use restriction in Section 1, and shall assume the Tenant's obligations under the Lease arising from and after the date of acquisition. Except for the vesting of the leasehold in the Lender or a Successor through foreclosure or deed in lieu of foreclosure, which the City consents to by this Consent, any further assignment of the Lease or sublease of the Premises requires the City's prior written consent under Section 8 of the Lease.

5. Notice to Lender. The City will endeavor to send the Lender, at the address below, a copy of any written notice of default the City gives the Tenant under Section 9 of the Lease. The Lender may, but need not, cure the default within the cure period available to the Tenant under the Lease, and the City will accept a cure by the Lender as if made by the Tenant. No additional or extended cure period is granted. The City's failure to send a copy shall not invalidate any notice to the Tenant or create any liability of the City. This Section does not apply to the automatic termination provided in Section 1 of the Lease.

6. Limited Consent. This Consent applies only to the Mortgage in the form presented to the City. The City's separate prior written consent is required for (a) any amendment of the Mortgage or the Note that increases the maximum principal amount secured, (b) any additional mortgage, assignment or encumbrance of the Lease, and (c) any replacement or refinancing mortgage. This Consent is not a waiver of the City's right to withhold consent to any future request.

7. Insurance and Condemnation. Nothing in the Mortgage affects the Tenant's obligation under Section 11 of the Lease to name the City as an additional insured, or any right of the City to compensation for the taking or damage of its fee interest in the Premises by eminent domain.

8. Status of Lease. To the City's actual knowledge, as of the date of this Consent, the Lease is in full force and effect and the City has not given the Tenant a written notice of default under the Lease that remains uncured. This statement is made without investigation and creates no liability of the City.

9. Indemnity and Costs. The Tenant shall indemnify, defend and hold the City harmless from all claims, liabilities and costs, including reasonable attorneys' fees, arising from the Mortgage or the indebtedness it secures. The Tenant shall reimburse the City for its reasonable attorneys' fees and recording costs incurred in connection with this Consent.

10. Notices. Notices under this Consent shall be given as provided in Section 24 of the Lease. Notices to the Lender shall be sent to: Tompkins State Bank, Galesburg Branch, 1380 North Henderson Street, Galesburg, Illinois 61401, Attention: Christopher Rennau.

11. Miscellaneous. This Consent is governed by Illinois law. Venue for any action relating to it shall lie exclusively in the Circuit Court of the Ninth Judicial Circuit, Knox County, Illinois. This Consent binds and benefits the City, the Tenant, the Lender and their respective successors and permitted assigns. It may be executed in counterparts and may be recorded with the Knox County Recorder.

[Signature page follows]

IN WITNESS WHEREOF, the City has executed this Consent, and the Tenant and the Lender have acknowledged and agreed to it, as of the date first written above.

CITY:

CITY OF GALESBURG, an Illinois home rule municipal corporation

By: _____
Peter Schwartzman, Mayor

ATTEST: _____
Kelli R. Bennewitz, City Clerk

TENANT:

NATIONAL RAILROAD HALL OF FAME, INC., an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

LENDER:

TOMPKINS STATE BANK

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF KNOX)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that Peter Schwartzman and Kelli R. Bennewitz, personally known to me to be the Mayor and City Clerk, respectively, of the City of Galesburg, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their free and voluntary act, and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KNOX)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be the _____ of the National Railroad Hall of Fame, Inc., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the instrument as his or her free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My commission expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KNOX)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be the _____ of Tompkins State Bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered the instrument as his or her free and voluntary act, and as the free and voluntary act of the bank, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public
My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES
FOR LEASEHOLD INTEREST**

LOTS 11, 12 AND 13 IN BLOCK 61, IN THE CITY OF GALESBURG, GALESBURG TOWNSHIP, KNOX COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF BLOCK 61; THENCE SOUTH 330.0 FEET ALONG THE WEST LINE OF BLOCK 61 TO THE NORTHWEST CORNER OF LOT 11 AND THE POINT OF BEGINNING; THENCE EAST 100.0 FEET ALONG THE NORTH LINE OF LOT 11; THENCE SOUTH 66.0 FEET TO A POINT ON THE SOUTH LINE OF LOT 11, ALSO BEING THE NORTH LINE OF LOT 12; THENCE SOUTHEASTERLY 89.7 FEET TO A POINT ON THE PRESENTLY EXISTING NORTHWEST RIGHT-OF-WAY LINE OF THE BNSF RAILWAY; THENCE SOUTHWESTERLY 97.6 FEET ALONG THE PRESENTLY EXISTING NORTHWEST RIGHT-OF-WAY LINE OF THE BNSF RAILWAY TO A POINT ON THE SOUTH LINE OF LOT 13; THENCE WEST 113.4 FEET ALONG THE SOUTH LINE OF LOT 13 TO THE WEST LINE OF BLOCK 61; THENCE NORTH 198.0 FEET ALONG THE WEST LINE OF BLOCK 61 TO THE POINT OF BEGINNING, CONTAINING 0.58 ACRES MORE OR LESS OR 25,066 SQUARE FEET MORE OR LESS AND BEING SUBJECT TO EASEMENTS, AGREEMENTS OR RESTRICTIONS OF RECORD.

Parcel ID: 99-14-104-006 (Part)

Common Address: 247 S. Seminary Street, Galesburg, Illinois 61401

EXHIBIT B

RECORDATION REQUESTED BY:

Tompkins State Bank
Galesburg Branch
1380 North Henderson Street
Galesburg, IL 61401

WHEN RECORDED MAIL TO:

Tompkins State Bank
Galesburg Branch
1380 North Henderson Street
Galesburg, IL 61401

FOR RECORDER'S USE ONLY**This Mortgage prepared by:**

Tompkins State Bank
1380 North Henderson Street
Galesburg, IL 61401



#####074510262026

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the Credit Limit of \$5,500,000.00.

THIS MORTGAGE dated October 26, 2026, is made and executed between National Railroad Hall of Fame, Inc., an Illinois not-for-profit corporation (as to Leasehold interest) , whose address is 161 S Cherry Ste 207, Galesburg , IL 61401 (referred to below as "Grantor") and Tompkins State Bank, whose address is 1380 North Henderson Street, Galesburg, IL 61401 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Knox County, State of Illinois:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 247 S Seminary Street, Galesburg, IL 61401. The Real Property tax identification number is 99-14-104-006 (Part). **cs**

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related

MORTGAGE (Continued)

Page 2

or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of

**MORTGAGE
(Continued)****Page 3**

Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

Compliance with Lease. Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain

**MORTGAGE
(Continued)****Page 4**

separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

Option to Cure Lease Default. Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

MORTGAGE (Continued)

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Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related

MORTGAGE (Continued)

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Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in

MORTGAGE (Continued)

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addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby

MORTGAGE (Continued)

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irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not

MORTGAGE (Continued)

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apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Lease Default. Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. If permitted by law, employment by Lender shall not disqualify a person from serving as receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

MORTGAGE (Continued)

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Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish

**MORTGAGE
(Continued)**

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to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to personal jurisdiction of the state courts having jurisdiction over Knox County, State of Illinois or, if there is federal subject matter jurisdiction, in the federal court in the federal judicial district in which Knox County, State of Illinois is located. Grantor also agrees Lender may bring any action to enforce Lender's rights with respect to any of the collateral securing the Note including, without limitation, to foreclose Lender's security interest in such collateral, in any state court or, if there is federal subject matter jurisdiction, in the federal court in any federal judicial district in which any such collateral may be found, and Grantor submits to the personal jurisdiction of any such court. Grantor waives any claim of inconvenient forum or that venue is otherwise improper in any court designated in this provision.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this

MORTGAGE (Continued)

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Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means National Railroad Hall of Fame, Inc., an Illinois not-for-profit corporation (as to Leasehold interest) and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means National Railroad Hall of Fame, Inc., an Illinois not-for-profit corporation (as to Leasehold interest) .

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lease. The word "Lease" means the lease of the Property dated October 26, 2026, between City of Galesburg, Landlord and Grantor.

Lender. The word "Lender" means Tompkins State Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 26, 2026, in the original principal amount of **\$5,500,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 6.150% based on a year of 360 days. The maturity date of the Note is August 31, 2028.

**MORTGAGE
(Continued)**

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Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

**NATIONAL RAILROAD HALL OF FAME, INC., AN ILLINOIS
NOT-FOR-PROFIT CORPORATION (AS TO LEASEHOLD INTEREST)**

By: _____
Julie A King, Executive Director of National Railroad Hall of
Fame, Inc., an Illinois not-for-profit corporation (as to Leasehold
interest)

By: _____
David M Schramm, Treasurer of National Railroad Hall of Fame,
Inc., an Illinois not-for-profit corporation (as to Leasehold
interest)



26-2028

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Grant Agreement with the National Railroad Hall of Fame

SUMMARY RECOMMENDATION: A grant agreement is provided for City Council consideration, which authorizes a \$1 million donation from the City of Galesburg to the National Railroad Hall of Fame for the purpose of construction of the National Railroad Hall of Fame.

BACKGROUND: In October 2022, City Council approved a resolution pledging up to \$1 million toward the construction and development of the National Railroad Hall of Fame (NRRHOF). Construction is now underway, and the NRRHOF expects to open in summer 2027.

The attached grant agreement authorizes the City's \$1 million contribution. Under the agreement:

- The NRRHOF must have at least \$6 million in other pledges before the City makes its payment, to help ensure the project is sustainable.
- The funds may be used only for capital costs related to constructing the museum.
- If the NRRHOF ceases operations or changes to a use not allowed by the agreement during the 10-year term, it must repay the City a prorated share of the contribution.

Congress designated Galesburg as the home of the National Railroad Hall of Fame in 2003. NRRHOF leaders have worked for many years toward creating the museum in Galesburg.

BUDGET IMPACT: Sufficient funds are budgeted for this contribution. Half is funded from the Economic Development Fund and half from the General Fund.

SUPPORTING DOCUMENTS:

1. Resolution
2. Capital Campaign Gift Agreement



RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CAPITAL CAMPAIGN GIFT AGREEMENT

WHEREAS, the City of Galesburg, Knox County, Illinois (the "City") is a home rule unit of local government under Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, in 2003 the US Senate and House of Representatives recognized the National Railroad Hall of Fame (NRRHOF), and designated Galesburg as its home; and

WHEREAS, the NRRHOF is conducting a capital campaign to finance the development of the National Railroad Hall of Fame, which is now under construction; and

WHEREAS, the project is expected to provide substantial educational, cultural, recreational, charitable, civic, economic-development, tourism, and other public benefits to residents of the City; and

WHEREAS, the Galesburg City Council has determined that the project and the City's financial support of the project serve a valid municipal and public purpose and wishes to promote the development of the project;

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

Section 1. The foregoing recitals are hereby incorporated in this Resolution as though fully set forth herein.

Section 2. The City Council approves the Capital Campaign Gift Agreement, attached as Exhibit A.

Section 3. That the Mayor and City Clerk on behalf of the City are authorized to execute such documents and all other documents necessary for the carrying out of said agreement.

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

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

Roll Call #: _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Peter Schwartzman, Mayor

ATTEST:

Kelli R. Bennewitz, City Clerk

CAPITAL CAMPAIGN GIFT AGREEMENT

“Engines of Freedom”

This Capital Campaign Gift Agreement ("Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between THE CITY OF GALESBURG, ILLINOIS, an Illinois home rule municipality (the "City"), and NATIONAL RAILROAD HALL OF FAME, INC., an Illinois not-for-profit corporation recognized as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (the "Organization" or “NRRHOF”). The City and the Organization may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

- A. The Organization is conducting a capital campaign (*“Engines of Freedom”*) to finance the construction, renovation, expansion, furnishing, or improvement of its leasehold interest in the real estate located at 247 S. Seminary St., Galesburg, Illinois 61401 (the "Project").
- B. The Project is expected to provide substantial educational, cultural, recreational, charitable, civic, economic-development, health, safety, or other public benefits to residents of the City, including the following specific benefits: tourism, cultural, museum, and educational benefits.
- C. The City Council has determined that the Project and the City's financial support of the Project serve a valid municipal and public purpose and that the public benefits expected from the Project justify the Gift described below.
- D. The City is a home rule unit under Article VII, Section 6 of the Illinois Constitution of 1970 and may exercise any power and perform any function pertaining to its government and affairs, except as limited by law.
- E. Article VIII, Section 1 of the Illinois Constitution of 1970 requires public funds, property, and credit to be used only for public purposes and requires obligations and payments from public funds to be authorized by law or ordinance.
- F. By Ordinance/Resolution No. _____, adopted on _____, 20__ (the "Authorizing Action"), the City Council approved this Agreement, found that the Gift serves a public purpose, and authorized the appropriate City officials to execute and administer this Agreement.
- G. The Parties intend the Gift to be a restricted charitable contribution supporting the Project and not payment for goods or services furnished to the City.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement, and the mutual promises stated below, the Parties agree as follows:

1. Gift and Nature of Transaction

1.1 Gift. Subject to this Agreement, the City pledges a total contribution of \$1,000,000.00 (the "Gift") to the Organization.

1.2 Restricted Charitable Contribution. The Gift is a restricted charitable contribution. It is not consideration for goods or services, does not create a procurement relationship, and does not entitle the City to receive any private return or profit.

1.3 Voluntary Commitment; No Precedent. The Organization acknowledges that the Gift is voluntary, is made solely for the Project, creates no entitlement to any additional City funding, and does not establish a precedent for funding the Organization or any other person.

2. Public Purpose and Public Benefit

2.1 Public-Purpose Finding. The City confirms the legislative findings stated in the Authorizing Action. The Organization shall operate and use the Project in a manner reasonably consistent with those findings and the public benefits described in Recital B.

2.2 No Private Inurement. No part of the Gift shall inure to the benefit of, or be distributed to, any director, officer, member, employee, or other private person except as reasonable compensation or reimbursement for goods or services actually provided to the Project.

3. Permitted Use of Gift

3.1 Permitted Costs. The Organization shall use the Gift solely for Project costs, which may include land acquisition; construction and renovation; demolition and site improvements; architectural, engineering, and other professional services; permits; permanent fixtures; furnishings; equipment; and other capital expenditures directly and reasonably related to the Project.

3.2 Prohibited Uses. Without the City's prior written approval, the Gift shall not be used for general operating expenses, fundraising expenses, debt unrelated to the Project, political or campaign activity, lobbying, religious worship or proselytization, fines or penalties, distributions to insiders, or any purpose materially inconsistent with this Agreement.

3.3 Segregated Accounting. The Organization need not maintain the Gift in a separate bank account, but shall maintain accounting records that separately identify receipt and expenditure of the Gift.

4. Matching-Funds Condition

4.1 Required Match. The City shall have no obligation to make its first payment until the Organization has received pledges for at least \$6,000,000.00 in cash contributions from sources other than the City ("Qualifying Matching Funds").

4.2 Evidence. The Organization shall certify satisfaction of the matching requirement and, upon request, provide reasonable supporting documentation. The City may exclude in-kind contributions, loans, and contributions restricted to purposes outside the Project.

4.3 Waiver. The City may waive or modify the matching requirement only by a written instrument approved in the manner required by the Authorizing Action and applicable law.

5. Payment Schedule and Conditions

5.1 Schedule. The City shall pay the Gift in the installments stated in Exhibit A. If Exhibit A is not completed, the Gift shall be payable in one installment after all conditions precedent have been satisfied.

5.2 Conditions Precedent. Each payment is subject to: (a) a lawful appropriation of sufficient funds; (b) the Organization's material compliance with this Agreement and the Lease to Organization by the City of the subject premises for the Project; (c) satisfaction of the matching-funds requirement, if any; (d) reasonable evidence of continued progress toward completion of the Project; (e) continued good standing of the Organization under Illinois law and continued recognition under Section 501(c)(3); and (f) delivery of any report then due.

5.3 Withholding. The City may withhold a payment while a condition precedent remains unsatisfied or while a material breach remains uncured. Withholding under this Section is not a default by the City.

5.4 Payments. Pledge installments are payable to the National Railroad Hall of Fame, in care of the Executive Director at 161 South Cherry Street, Suite 207, Galesburg, Illinois, 61401.

6. Appropriation; No Debt or Pledge of Credit

6.1 Appropriation. Every City payment obligation extending beyond the current fiscal year is expressly subject to appropriation by the City Council. Nothing in this Agreement obligates a future City Council to appropriate funds.

6.2 No Debt. This Agreement does not constitute indebtedness of the City, a pledge of the City's full faith and credit, or a pledge or lien upon any City tax, revenue, property, or fund. The Organization shall have no right to compel an appropriation.

6.3 No Continuing Funding Obligation. After payment of the Gift, the City has no obligation to fund Project completion, cost overruns, maintenance, repair, staffing, programming, or operations.

7. Project Completion and Material Changes

7.1 Completion. The Organization shall use commercially reasonable efforts to complete the Project substantially in accordance with the capital campaign materials presented to the City by May, 2027, subject to delays beyond its reasonable control.

7.2 Notice of Material Change. The Organization shall promptly notify the City of any material change in Project scope, location, ownership, budget, financing, construction schedule, intended use, or anticipated public benefit, and of any decision to abandon or indefinitely suspend the Project.

7.3 City Approval. Before using any unexpended Gift funds after a material change, the Organization shall obtain the City's written approval. Approval may be conditioned upon an amendment to this Agreement or return of funds.

8. Reports, Records, and Audit

8.1 Final Report. Within ninety (90) days after final expenditure of the Gift or substantial completion of the Project, whichever occurs later, the Organization shall provide a final accounting and narrative report.

8.2 Records and Inspection. The Organization shall retain records supporting use of the Gift for at least five (5) years after the final expenditure. Upon reasonable notice, the City may inspect and copy records reasonably related to the Gift and the Organization's compliance with this Agreement.

8.3 Public Records. The Organization understands that records delivered to the City may be subject to disclosure under the Illinois Freedom of Information Act. The City does not promise confidential treatment of any submitted record.

9. Donor Recognition and Naming Rights

9.1 Recognition. Subject to Section 10, the Organization shall recognize the City as a major donor in a manner reasonably comparable to other donors contributing a similar amount.

9.2 Naming. The following naming or recognition right is granted to the City: See Exhibit B. Unless a specific duration is stated here, recognition shall continue for the useful life of the named space or feature, subject to renovation, demolition, legal requirements, and reasonable uniform donor-recognition policies.

9.3 No Endorsement. Recognition of the Gift does not constitute City endorsement of the Organization, its fundraising campaign, its programs, or any other donor.

10. Use of City Name, Seal, and Marks

10.1 Prior Approval. The Organization shall not use the City's name, seal, logo, trademarks, elected or appointed officials' names or likenesses, or any statement implying City sponsorship or endorsement in fundraising, advertising, press releases, social media, or other public communications without the City's prior written approval in each instance, except for factual identification of the City as a donor after the Gift is publicly approved.

10.2 Required Form. The Organization shall comply with reasonable City brand and attribution guidelines and shall promptly discontinue or correct any unauthorized or misleading use.

11. Restricted-Use Period; Sale, Transfer, or Change of Use

11.1 Restricted-Use Period. For ten (10) years after the date the Project is first placed in service ("Restricted-Use Period"), the Organization shall cause the Project to be owned, operated, and used substantially for the Project purpose and public benefits described in this Agreement.

11.2 Triggering Event. During the Restricted-Use Period, the Organization shall not, without the City's prior written consent: (a) sell, transfer, lease substantially all of, or otherwise dispose of the Project; (b) cease Project operations for more than twelve consecutive months, other than for casualty restoration or circumstances beyond reasonable control; (c) convert the Project to a materially different use; or (d) transfer control of the Project to a for-profit person.

11.3 Repayment. If a Triggering Event occurs without City consent, the Organization shall repay an amount equal to the Gift multiplied by a fraction whose numerator is the number of full months remaining in the Restricted-Use Period and whose denominator is 120. Repayment is due within sixty (60) days after the Triggering Event.

11.4 Permitted Successor. The City may consent to a transfer without repayment if the transferee is a governmental unit or tax-exempt charitable organization, assumes this Agreement in writing, and continues the required public use for the remainder of the Restricted-Use Period.

11.5 Separate Security Instrument. This Agreement alone does not create a mortgage, lien, deed restriction, or ownership interest in favor of the City. If the Authorizing Action requires a recorded covenant, mortgage, or other security, the Organization shall execute that instrument before the first payment.

12. Return of Funds and Remedies

12.1 Return Events. The City may require return of all unexpended Gift funds and any amount knowingly used for an unauthorized purpose if: (a) the Project is abandoned; (b) the Organization dissolves or loses its Section 501(c)(3) status before final expenditure; (c) the Organization materially misrepresents a fact in seeking or administering the Gift; (d) Gift funds are materially misapplied; or (e) the Organization materially breaches this Agreement and fails to cure as provided below.

12.2 Notice and Cure. Except for abandonment, dissolution, fraud, unauthorized transfer, or a breach not reasonably susceptible to cure, the City shall give written notice and thirty (30) days to cure. If cure reasonably requires more than thirty days, the City may allow additional time if the Organization begins cure promptly and diligently pursues completion.

12.3 Remedies. The City's remedies are cumulative and include withholding unpaid installments, recovery of amounts due, specific performance, and other relief available at law or in equity. The Organization shall reimburse the City for reasonable attorneys' fees and costs incurred to recover funds after an uncured material breach.

13. Construction; Liens; Compliance with Law

13.1 Responsibility. The Organization is solely responsible for planning, financing, permitting, contracting, constructing, equipping, completing, and operating the Project and for all Project costs in excess of the Gift.

13.2 Compliance. The Organization shall comply with all federal, state, and local laws applicable to the Project and use of the Gift, including building, zoning, accessibility, environmental, employment, civil-rights, nondiscrimination, and tax laws. If the Illinois Prevailing Wage Act or another public-construction requirement applies because of the Project's funding or structure, the Organization shall comply and require its contractors to comply.

13.3 Liens. The Organization shall promptly address mechanics' liens and other claims arising from its Project contracts. No contractor or claimant shall acquire any lien or claim against City property or City funds other than an unpaid installment properly due under this Agreement.

14. Insurance

14.1 Required Coverage. From commencement of construction through substantial completion, and thereafter as applicable to Project operations, the Organization shall maintain, at its expense: (a) commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) automobile liability insurance of not less than \$1,000,000 combined single limit if vehicles are used in connection with the Project; (c) workers' compensation as required by law and employers' liability of not less than \$500,000; (d) umbrella or excess liability insurance of not less than \$2,000,000; and (e) builder's risk or property coverage sufficient to protect the completed value of the Project, to the extent the Organization bears that risk.

14.2 Policy Terms. Liability policies shall name the City and its elected and appointed officials, officers, employees, and agents as additional insureds for claims arising from the Organization's acts or omissions, on a primary and noncontributory basis to the extent commercially available. Policies shall be issued by insurers authorized to do business in Illinois and reasonably acceptable to the City.

14.3 Evidence. Before the first payment and upon renewal, the Organization shall provide certificates of insurance and, upon request, relevant endorsements. The Organization shall require its contractors to maintain insurance appropriate to their work.

15. Indemnification

15.1 Organization Indemnity. To the fullest extent permitted by law, the Organization shall defend, indemnify, and hold harmless the City and its elected and appointed officials, officers, employees, and agents from claims, damages, losses, liabilities, judgments, penalties, and reasonable attorneys' fees arising out of or relating to: (a) the Organization's or its contractors' negligent acts or omissions or willful misconduct; (b) construction, ownership, operation, or use of the Project;

(c) bodily injury, death, or property damage caused by the Organization or its contractors; or (d) the Organization's material breach of this Agreement.

15.2 Exclusions and Procedure. The Organization has no obligation to indemnify a City indemnitee to the extent a claim is finally determined to have resulted from that indemnitee's own negligence or willful misconduct. The City shall give reasonably prompt notice and may participate in the defense. No settlement admitting City fault or imposing a nonmonetary obligation on the City may be entered without the City's written consent.

15.3 No Waiver. Nothing in this Agreement waives any defense, immunity, or limitation of liability available to the City or its officials, officers, employees, or agents under the Local Governmental and Governmental Employees Tort Immunity Act or other law.

16. Organization Representations

16.1 Status and Authority. The Organization represents that it is duly organized, validly existing, and in good standing under Illinois law; is recognized as exempt under Section 501(c)(3); has authority to enter this Agreement; and has duly authorized its execution.

16.2 Accuracy; No Conflict. Information materially relied upon by the City in approving the Gift is accurate to the Organization's knowledge. Execution and performance do not violate the Organization's governing documents or any binding agreement.

16.3 Notice of Status Change. The Organization shall promptly notify the City of loss of good standing, suspension or revocation of tax-exempt status, insolvency, dissolution proceedings, material litigation affecting the Project, or any governmental investigation concerning misuse of charitable funds.

17. Independent Entity; No City Control

17.1 Independent Status. The Organization is an independent entity. Nothing creates a partnership, joint venture, agency, employment, fiduciary, or principal-contractor relationship between the Parties.

17.2 No Ownership or Governance Rights. Except for the contractual restrictions and remedies expressly stated here, the City receives no ownership, leasehold, security, governance, voting, management, or operational rights in the Organization or Project.

17.3 No Authority to Bind. Neither Party may bind or incur liability for the other. The Organization shall not represent that it is acting on behalf of the City.

18. Assignment

18.1 Organization Assignment. The Organization shall not assign this Agreement or delegate its material obligations without the City's prior written consent. An unauthorized assignment is void.

18.2 City Assignment. The City may assign its enforcement rights to a governmental successor responsible for the public purpose supported by the Gift.

19. Notices

19.1 Method. Notices shall be in writing and delivered personally, by nationally recognized overnight carrier, or by certified U.S. mail, return receipt requested. Notice is effective upon receipt or documented refusal.

19.2 Addresses. Notices shall be sent to the addresses below, or to a replacement address designated by notice.

If to City:	If to Organization:
City of Galesburg, Illinois City Clerk (with copy to City Manager) 55 W. Tompkins St. Galesburg, IL 61401	National Railroad Hall of Fame, Inc., Executive Director 161 Cherry St., Suite 206 Galesburg, IL 61401
	Copy to: Brian Peterson, Esq, 246 E. Main St., Suite 201 Galesburg, IL 61401

20. Default; Force Majeure

20.1 Default. A Party defaults by materially breaching this Agreement and failing to cure within any applicable cure period. The City's nonappropriation or lawful exercise of discretion expressly reserved by this Agreement is not a default.

20.2 Force Majeure. Neither Party is liable for delay caused by events beyond its reasonable control, but force majeure does not excuse restrictions on use of the Gift, reporting reasonably possible under the circumstances, insurance obligations, or return of funds after a return event.

21. No Third-Party Beneficiaries

This Agreement is solely for the benefit of the Parties. No donor, contractor, resident, user of the Project, or other person is an intended third-party beneficiary.

22. Governing Law; Venue

Illinois law governs this Agreement without regard to conflict-of-laws principles. Exclusive venue for any action concerning this Agreement lies in the Circuit Court of Knox County, Illinois, unless federal jurisdiction is exclusive.

23. Entire Agreement; Amendment; Waiver

23.1 Entire Agreement. This Agreement, the Authorizing Action, and attached exhibits constitute the entire agreement concerning the Gift and supersede prior oral or written statements concerning it.

23.2 Amendment. An amendment must be in writing, signed by authorized representatives of both Parties, and approved by the City Council if required by the Authorizing Action or applicable law.

23.3 Waiver. A waiver must be written and applies only to the specific instance stated. Delay in enforcement is not a waiver.

24. Severability; Construction

24.1 Severability. If a provision is held invalid or unenforceable, the remainder remains effective to the fullest extent consistent with the Parties' intent and the public purpose of the Gift.

24.2 Headings and Interpretation. Headings are for convenience only. "Including" means "including without limitation." This Agreement shall be construed as mutually drafted, without a presumption against either Party.

25. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which is deemed an original and all of which constitute one instrument. Signatures transmitted electronically or in PDF form are effective to the extent permitted by law.

26. Warranty of Authority. The undersigned represent and warrant that he or she has full legal authority to execute and deliver this Agreement on behalf of the party identified below and to bind that party to all of the terms and obligations contained herein. The undersigned further represent and warrant that all necessary approvals, authorizations, and actions required to authorize the execution and performance of this Agreement have been duly obtained.

27. Survival

Sections concerning restricted use, repayment, records, indemnification, remedies, public records, governing law, and any obligation that by its nature extends beyond termination survive expiration, termination, or final payment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Date: _____

CITY: CITY OF GALESBURG, ILLINOIS,
An Illinois Municipal Corporation

By: _____

Peter Schwartzman, Mayor

NRRHOF: NATIONAL RAILROAD HALL
OF FAME, INC., an Illinois not-for-profit
corporation

By: _____

Brian A. Peterson, Chairman of the Board of
Directors for National Railroad Hall of Fame

Attest: _____

Kelli R. Bennewitz, City Clerk

EXHIBIT A
PAYMENT SCHEDULE AND PROJECT MILESTONES

Total Gift: \$1,000,000.00

No.	Payment Date	Condition / Milestone	Amount
1	On or after 8/1/2026	successful placement of the building structure at the project location	\$500,000.00
2	After 1/31/2027	Issuance of Certificate of Occupancy	\$500,000.00

EXHIBIT B

In recognition and appreciation of the gift, the NRRHOF and the City have agreed that the City will have right of first refusal on any naming right, consistent with the level of gift being made, that will be created for major gift recognition. The NRRHOF will share the menu of naming rights with the City prior to such naming opportunities being shared with any other donor(s). The City and NRRHOF will make a timely decision regarding the City's selection.



26-3035

City Council Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Microsoft Software Assurance Renewal for the Public Safety Building

SUMMARY RECOMMENDATION: The City Manager, information technology director and purchasing agent recommend waiving the City's purchasing policy and approving a three-year renewal of Microsoft Software Assurance licensing from JensenIT. The total cost is \$40,859.88, paid in annual installments of \$13,619.96.

BACKGROUND: The Information Technology Department manages the Microsoft Software Assurance licensing for the Public Safety Building. Microsoft requires a three-year agreement with a fixed annual price.

The licensing is for an enterprise data management system, that serves as the central repository or database that securely stores, processes, and retrieves digital information when other software applications request it. It is necessary to provide the backbone for the business operations of the Public Safety Building, including records, reporting, and 911 software systems. It sits behind the applications utilized to ensure that as users interact with the shared programs simultaneously, data remains accurate, secure, and instantly retrievable.

The City received three quotes for the renewal:

Vendor	Annual cost	Three-year total
JensenIT	\$13,619.96	\$40,859.88
Titanium	\$14,010.48	\$42,031.44
CDWg	\$24,834.76	\$74,504.28

BUDGET IMPACT: Funds are available in the General Fund for this renewal.

SUPPORTING DOCUMENTS:

1. None





26-9020

Township Trustee Meeting

Agenda Item Overview

October 19, 2026

AGENDA ITEM: Resolution Determining the 2026 Township Property Tax Levy

SUMMARY RECOMMENDATION: The Township Supervisor and Township Clerk recommend approval of a resolution stating that the 2026 township property tax levy will not exceed 105% of the 2025 levy extension.

BACKGROUND: Each year, the Township Trustees approve the annual property tax levy, which the county extends on taxable property in the township.

Before approving the levy, the trustees must state whether they intend to exceed a 5% increase over the prior year's extension. Exceeding that threshold requires a public hearing under the state's Truth in Taxation law. This resolution states the trustees' intent not to exceed 105% of the 2025 extension, so a public hearing is not required.

BUDGET IMPACT: Revenue from the 2026 property tax levy will be budgeted for calendar year 2026.

SUPPORTING DOCUMENTS:

1. Resolution to determine the 2026 Property Tax Levy



RESOLUTION NO. _____

RESOLUTION TO DETERMINE ESTIMATED 2026 TAX LEVY

WHEREAS, the Township Trustees of the Town of the City of Galesburg, Knox County, Illinois, herein referred to as Trustees wish to comply with the Truth in Taxation Act, Illinois Compiled Statutes 2006, 35 ILCS (Revenue) 200/18-55 through 18-60; and

WHEREAS, the Trustees have deliberated on the estimate of the annual aggregate levy; and

NOW, THEREFORE, BE IT RESOLVED THAT: The Corporate Authorities determined the amount of money exclusive of any portion of that levy attainable to the cost of conducting an election required by Election Law, estimated to be necessary to be raised by taxation for the 2026 levy is approximately \$531,000, which is not more than 105% of the aggregate extension for the 2025 tax levy.

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

Roll Call # : _____

Ayes: _____

Nays: _____

Absent: _____

Abstain: _____

Kimberly A. Thierry, Township Supervisor

Peter D. Schwartzman, Township Trustee
Mayor, City of Galesburg

ATTEST:

Kelli Bennewitz, Township Clerk

TOWN OF THE CITY OF GALESBURG

Date: October 19, 2026

Agenda Number: 26-9021

TOWN FUND	<u>\$9,699.10</u>
GENERAL ASSISTANCE FUND	<u>\$5,863.39</u>
IMRF FUND	<u></u>
SOCIAL SECURITY/MEDICARE FUND	<u></u>
LIABILITY FUND	<u></u>
AUDIT FUND	<u></u>
TOTAL	<u>\$15,562.49</u>

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10/09/26

Accrual Basis

TOWN of the City of Galesburg - TOWN
Advance Pay Vendor Summary by Month
July 28 2026 - Aug 10 2026

	Sep 29 - 30, 26	Oct 1 - 12, 26	TOTAL
Ameren Illinois	501.36	0.00	501.36
CityGalesburg EXPENSES	0.00	100.59	100.59
CityGalesburg GROUP INS	0.00	8,452.29	8,452.29
F&M Credit Card	76.68	0.00	76.68
IDOR	0.00	16.18	16.18
Loretta Perryman Socktober	0.00	100.00	100.00
Royal Cleaning	0.00	452.00	452.00
TOTAL	578.04	9,121.06	9,699.10

3:21 PM

10/09/26

Cash Basis

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Advance Payment Report
Sept 15 2026 - Sept 28 2026

	Date	Num	Name	Memo	Paid Amount
No item					
	09/29/2026	26635	LL Bridlecreek / Rural Rentals		337.50
	10/01/2026	26638	LL Mary Allen West		20.00
	10/01/2026	26639	Purple Hanger		20.00
	10/05/2026	26640	LL Bright Star- West Central...		456.00
	10/05/2026	G20839	Purple Hanger		20.00
	10/05/2026	G20824	Purple Hanger		50.00
	10/05/2026	26642	LL Justin Moore		200.00
	10/07/2026	26643	AMEREN ILLINOIS		51.74
	10/07/2026	26644	LL Mary Allen West		20.00
	10/07/2026	26645	AMEREN PLEDGE		1,000.00
	10/07/2026	26646	LL Finzel, Paul		456.00
	10/07/2026	26647	City WATER Galesburg		464.56
	10/07/2026	26648	LL Jeffrey Woolsey		900.00
	10/08/2026	26649	City WATER Galesburg		398.66
	10/09/2026	26650	LL Wilcox Properties		850.00
	10/09/2026	26651	LL KCHA		500.00
	10/09/2026	26652	Salvation Army Thrift Store		48.93
Total no item					5,793.39
TOTAL					-5,793.39

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10/09/26

TOWN OF THE CITY OF GALESBURG - GA
General Assistance Payment Due Report
Sept 15 2026 - Sept 28 2026

Type	Name	Num	Date	Memo	Amount
Sep 29 - Oct 12, 26					
Bill	Purple Hanger	G20839	10/05/2026		20.00
Bill	Purple Hanger	G20824	10/05/2026		50.00
Sep 29 - Oct 12, 26					<u>70.00</u>