

CITY OF  
**GALESBURG**

ILLINOIS

June 17, 2024

**City Council Agenda**



55 W. TOMPKINS STREET  
GALESBURG, IL 61401  
[WWW.CI.GALESBURG.IL.US](http://WWW.CI.GALESBURG.IL.US)



CITY OF  
**GALESBURG**  
ILLINOIS



City Council Meeting Agenda  
City of Galesburg, Illinois  
City Council Chambers  
June 17, 2024

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

6:00 p.m.	Roll Call	Pledge of Allegiance
		Invocation
	Approve	Minutes from June 3, 2024
	Presentation	Galesburg Township – recognition of Dave Natof

Public Comment

Consent Agenda #2024-11

24-2013	Resolution	Bank Signature Authorization
24-2014	Resolution	Pride Month
24-3023	Bid	Pavement Management Services
24-8010	Bills and Advance Checks	Approval and warrants drawn in payment of same

Passage of Ordinances and Resolutions

24-1009	Ordinance	Zoning amendment, NE corner Saluda Rd & Huston St, (R2) Two Family to (R1A) Single Family (Final Reading)
24-1010	Ordinance	Zoning amendment 755 N Henderson St, (B1) Neighborhood Commercial to (B2) General Business (Final Reading)
24-1011	Ordinance	Zoning amendment, nine parcels north of 2135 Grand Ave, (R1A) Single Family to (B2) General Business (Final Reading)
24-1013	Ordinance	Addition of a Class C Liquor License (First Reading)
24-1014	Ordinance	Vacating a section of Victoria Avenue between N. Cedar Street and N. West Street (First Reading)
24-2015	Resolution	Support and providing a local match for a Rebuild Downtowns and Main Streets grant for Simmons Street

Bids, Petitions and Communications

24-3024	Bid	Masonry work at Galesburg Water Plant
24-3025	Bid	Bateman Park Pickleball Court Resurfacing
24-3026	Bid	Sale of City Owned Property
24-3027	Bid	Intermittent Resurfacing

City Manager's Report

Miscellaneous Business (Agreements, Approvals, Etc.)

24-4041	Approve	Illinois Department of Transportation letter of commitment for replacing the structure carrying Lincoln Park Drive over the US 34 bypass
24-4042	Approve	Architectural and Engineering Services for the Cooke Park Development Project

Town Business

24-9012	Bills
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Closing Comments

Adjournment



CITY COUNCIL MEETING  
City Manager's Report  
June 17, 2024

CONSENT AGENDA #2024-11

**Item 24-2013 Bank Signature Authorization**

Staff recommend approval of a bank signature authorization resolution. With the appointment of Jennifer O'Hern as the Director of Finance, new signatures are required designating those authorized to sign checks and transfer funds from the City's various financial institutions where accounts are held.

**Item 22-2014 Pride Month**

Staff recommend approval of a resolution declaring the month of June as LGBTQIA+ Pride Month.

**Item 24-3023 Pavement Management Services**

Staff recommend approval of a proposal submitted by Decision Optimization Technology in the amount of \$100,000.00 to provide Pavement Management Services. The city currently utilizes summer interns to collect pavement data and rate City streets. The pavement management company will collect data using high-resolution imagery and analyze that data using pavement assessment technology. All the data collected will be integrated with the City's GIS and put into asset management software. The asset management software will assist City staff in the decision-making process when selecting maintenance treatments and locations for roadway improvement projects. A request for proposals was sent to firms that provide this service, and Decision Optimization Technology was the sole responder. The total cost of the agreement is \$100,000.00, of which 100% will be reimbursed by a Statewide Planning and Research Grant through the Illinois Department of Transportation (IDOT). It is anticipated that the city will receive all deliverables outlined in the agreement by the end of September 2024.

**Item 24-8010 Bills**

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

ORDINANCES AND RESOLUTIONS

**Item 24-1009 Zoning Amendment, NE Corner Saluda Road & Huston Street (Final Reading)**

The Planning and Zoning (P&Z) Commission recommends approval of a zoning amendment for a parcel located at the northeast corner of Saluda Road and Huston Street from R2, Two Family to R1A, Single Family. The current owner purchased the property in April 2022. They are proposing to grow produce on the property and the proposed R1A zoning district would allow Agriculture. The 2019 Comprehensive Plan indicates this area to be Single Family (R1A).

**Item 24-1010 Zoning Amendment, 755 N. Henderson Street (Final Reading)**

The Planning and Zoning (P&Z) Commission recommends approval of a zoning amendment for 755 N. Henderson Street from B1, Neighborhood Business to B2, General Business. Staff concur with this recommendation. The applicant is proposing to purchase the property and would like to open a tobacco shop. In the B2 zoning district, a Cigar, Cigarette, Tobacco Store is a Permissive Use. The closest B2 zoning district is approximately 640 feet to the north and is currently being developed into a donut/ice cream store. The 2019 Comprehensive Plan indicates this area to be Regional Commercial (B2).

**Item 24-1011 Zoning Amendment, Nine Parcels North of 2135 Grand Avenue (Final Reading)**

The Planning and Zoning (P&Z) Commission recommends approval of a zoning amendment for nine parcels located north of 2135 Grand Avenue from (R1A) Single Family to (B2) General Business. The applicant is proposing to purchase the nine properties, demolish an existing residence and utilize the properties for potential future expansion of Daves Autobody, which is a Permissive Use in the B2 zoning district. The 2019 Comprehensive Plan indicates this area to be Single Family. In 2019 a zoning amendment was approved from R1A to B2 for the northern portion of 2135 Grand Ave for a previous expansion of Daves Autobody.

**Item 24-1013 Addition of Class C Liquor License (First Reading)**

Staff recommend approval of an amendment to Section 113.043(C) regarding Class C-1 liquor licenses. Save More (formerly Save-a-Lot) is requesting a Class C-1 liquor license for the soon to open grocery store. This license allows for the sale of all types of alcoholic liquor for consumption off the premises only (packaged liquor). No gaming will be permitted at this location. This ordinance will increase the number of Class C-1 liquor licenses issued to 31 in the City of Galesburg.

**Item 24-1014 Vacating a Section of Victoria Avenue (First Reading)**

Staff recommend approval of an ordinance vacating Victoria Avenue between N. Cedar Street and N. West Street. This section of Victoria Avenue is 40 feet in width and is unimproved. The unimproved right-of-way is currently private driveways and grass area, which the adjoining property owners have maintained over the years. The City does not intend to install a street on this right-of-way and does not have a use for the property. Galesburg Sanitary District maintains a storm sewer line on the right-of-way. They were notified of the vacation request and approved as long as they are able to continue maintenance of their storm sewer in the future. The ordinance reserves the right for Galesburg Sanitary District to maintain their sewer. Half of the existing alley, or 20 feet, will be vacated to each adjoining property owner.

**Item 24-2015 Rebuild Downtowns & Main Streets Grant for Simmons Street**

Staff recommend approval of a resolution of support and authorizing city matching funds for a State of Illinois Rebuild Downtowns and Main Streets Capital Grant for proposed improvements on Simmons Street, between Cherry Street and Prairie Street and Kellogg Street and Seminary Street. The City was previously awarded a grant for improvements on Simmons Street and the adjacent Parking Lot H, and that project is currently out for bid and scheduled for construction later this summer. Additional improvement to the Simmons Street corridor has been identified as a good candidate for this second round of funding. The scope of proposed improvements in the application will follow the Design Development of Downtown Public Spaces adopted by the

City in 2016 and include street resurfacing, new sidewalk and curb, lighting improvements, landscaping, and streetscape elements. The grant requires a local match of 25% of total project costs. The estimated total project cost, including engineering and construction, is \$1,950,000.00, with the grant funded portion being \$1,462,500.00 (75%) and the City's share being \$487,500.00 (25%), if awarded. As part of the grant application a resolution of support and local share commitment are required. It is anticipated that award announcements will be made in the fall of 2024.

#### BIDS, PETITIONS AND COMMUNICATIONS

##### **Item 24-3024 Masonry Work at Galesburg Water Plant**

Staff recommend approval of the bid from Bi-State Masonry Inc. in the amount of \$57,622.00 for masonry repairs at the Galesburg Water Treatment Plant. The water plant, located at 920 West Main Street, was built in 1927. It has been many years since the building was tuckpointed, and the brick work is now deteriorating and requires various masonry repairs to maintain structural adequacy. The replacement of the exterior sidewalk is also recommended to ensure exterior storm water does not continue to reach the basement walls during storm events. Two bids were received as a result of this request. Bi-State Masonry Inc. submitted the low and best bid meeting the specifications, with a total bid of \$57,662.00, which includes \$39,762.00 for masonry repairs and \$17,860.00 for the replacement of the east sidewalk. There are sufficient funds budgeted in the Water Fund (61).

##### **Item 24-3025 Bateman Park Pickleball Court Resurfacing**

Staff recommend approval of the bid from Provantage Systems Inc. in the amount of \$93,857.00 for resurfacing six outdoor pickleball courts at Bateman Park. The current court surface is a concrete base covered in asphalt and the concrete has started to crack. A modular athletic surfacing system will be installed over the existing surface. Two bids were received with Provantage Systems Inc. submitting the low and best bid. There are sufficient funds budgeted in the Community Improvement/Infrastructure Fund (12) for this project.

##### **Item 24-3026 Sale of City Owned Property**

On May 20, 2024, the bids for the sale of City-owned properties were opened. Ten vacant parcels were offered for sale. Bids were received on eight of the tracts that were offered for sale. There was a total of four parcels with single bids and four parcels with multiple bids. It is recommended that to accept the bids for six of the parcels and decline the bids for two parcels, which did not include sufficient documentation on the proposed project. Based upon the recommended actions, the City would collect \$7,751.00 for the sale of six tracts and would eliminate all yearly maintenance costs associated with these tracts. All funds received from the sale will go into fund 23 Property Redevelopment.

##### **Item 24-3027 Intermittent Resurfacing**

Staff recommend approval of the bid in the amount of \$2,189,342.20 submitted by Brandt Construction Co. for the 2024 intermittent resurfacing project. This contract will require the contractor to mill and resurface areas of deteriorated asphalt surface, replace bad sections of curb, and replace sidewalk and sidewalk curb ramps where necessary. Two bids were received for this project, with Brandt Construction submitting the low and best bid. It is anticipated that the project will begin in July. Chambers Street, from Fifth Street to South Street, was not included

in this bid, as additional engineering work is still being completed due to the size and scope of that project. It is planned to bid the Chambers Street project out separately later this year with construction likely taking place in the spring of 2025.

#### CITY MANAGER'S REPORT

##### MISCELLANEOUS BUSINESS (Agreements, Approvals, Etc.)

##### **Item 24-4041 Letter of Commitment for Lincoln Park Drive Structure Over the US 34 Bypass**

Staff recommend approval of a Letter of Commitment with the Illinois Department of Transportation (IDOT) for replacing the structure carrying Lincoln Park Drive over US 34. The new bridge will have five-foot-wide sidewalks on both sides, which match the sidewalks on the existing bridge. The proposed traffic lanes on the bridge will be wider shared lanes for on-street bike accommodation. The new bridge will include barrier fencing on both sides. IDOT is proposing to pay for all costs associated with the engineering and construction of the bridge, sidewalks and fencing. The City will continue its responsibility for non-structural maintenance of the sidewalk, similar to the agreement currently in place for the existing bridge. The project is tentatively scheduled for a 2026 letting.

##### **Item 24-4042 Cooke School Park Development Project**

Staff recommend approval a proposal submitted by Farnsworth Group in the amount of \$81,000.00 to complete the engineering/architectural work on the Cooke Park development project. The City has been awarded an Open Space and Land Acquisition Development (OSLAD) grant to develop a park at 652 W. 2nd Street. The scope of the work to develop the park includes constructing a shelter, playground, restroom, parking area, trailhead, and walking path. Farnsworth Group will work with City staff to gather public input on the project elements, develop a design for the improvements based on the scope of work in the grant and the public's input, and put together construction documents for bidding the project. Sufficient funds are budgeted for this work, and \$40,500.00 will be paid from the Utility Tax Fund and the remaining \$40,500.00 will be reimbursed by the State from the grant funds awarded. The city also anticipates award of a \$250,000.00 grant for the Cooke School Park project, which will allow for additional amenities. That design work will be added to the scope of work, once plans have been finalized. It is anticipated that the project will be bid out in early 2025 and construction would begin in the spring of 2025.

#### TOWN BUSINESS

##### **Item 24-9012 Town Bills**

Respectfully submitted,  
Eric Hanson  
City Manager

Galesburg City Council Regular Meeting  
City Council Chambers  
55 West Tompkins Street, Galesburg, Illinois  
June 3, 2024  
6:00 p.m.

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

Roll Call #1: Present: Mayor Peter Schwartzman, Council Members Bradley Hix, Wayne Dennis, Evan Miller, Dwight White, Heather Acerra, Sarah Davis, and Steve Cheesman, 8. Also Present: City Manager Eric Hanson, City Attorney Jason Jording, and City Clerk Kelli Bennewitz.

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 Miller moved, seconded by Council Member Dennis, to approve the minutes of the City Council's regular meeting from May 20, 2024.

Roll Call #2:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

### **PUBLIC COMMENT**

Anthony Hutchings, Florence Avenue, addressed the Council and stated that his taxes increased by 47.7% and that he has done nothing to his home. He feels that Galesburg is trying to drive people out of Galesburg and that there are other ways the City could be making money such as the marijuana tax and gaming tax. He wondered if he had any recourse or if he is just supposed to pay the bill even though he is struggling and has a wife and kid.

Mayor Schwartzman thanked him for his comment and noted that this will be addressed later in the meeting.

Dave Selkirk, Golf Commission, addressed the Council with an update on Bunker Links. He noted that this Thursday is the course's Centennial outing, with over 144 players, and invited everyone to come out and enjoy the event, which will also feature music at the end of the tournament. On a side note, he stated that if anyone watched America's Got Talent last night, there was a young lady on the show, and she happens to be married to Richie Hanks Galesburg, the daughter-in-law of Jim and Kay Hanks.



Tom Simkins addressed the Council as a member of Trinity Lutheran Church. He wanted to encourage the Council to support agenda item 24-2012, which is the purchase from the Knox County Trustee. One of the properties is at Kellogg and Ferris, which has been a long time coming. He also wanted to thank Steve Gugliotta for all his continued work on this project and that he thinks with this property, a project that has been discussed could really beautify downtown Galesburg.

### **CONSENT AGENDA #2024-10**

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

#### **24-3020**

Approve the bid from Tiles in Style LLC in the amount of \$23,045.46 for the sealing of Parking Lot A.

#### **24-5005**

Receive the March 31, 2024, Investment Schedule.

#### **24-8009**

Approve bills in the amount of \$1,740,306.50 and advance checks in the amount of \$560,323.46.

Council Member Davis moved, seconded by Council Member Acerra, to approve Consent Agenda 2024-10.

Roll Call #3:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried by omnibus vote.

### **PASSAGE OF ORDINANCES AND RESOLUTIONS**

#### **24-1008**

Council Member Davis moved, seconded by Council Member Miller to approve Ordinance 37-3730 on final reading amending Appendix X of Chapter 77 of the Galesburg Municipal Code by allowing parking on East Ferris Street east of Kellogg Street on Sundays only.

Roll Call #4:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

#### **24-1009**

Ordinance on first reading amending the zoning for the property at the northeast corner of Saluda Road and Huston Street from R2, Tow Family, to R1A, Single Family.

**24-1010**

Ordinance on first reading amending the zoning for the property at 755 North Henderson Street from B1, Neighborhood Business, to B2, General Business.

**24-1011**

Ordinance on first reading amending the zoning for the properties generally located south of First Street and between Pennsylvania Avenue and Michigan Avenue from R1A, Single Family, to B2, General Business.

**24-1012**

Special Ordinance on first reading vacating the alley located between Lincoln Street and Nelson Avenue.

Council Member Dennis moved, seconded by Council Member Hix, to suspend the rules and move agenda item 24-1012 to final reading.

Roll Call #5:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

Council Member Dennis moved, seconded by Council Member White, to approve Special Ordinance 24-623 on final reading vacating the alley located between Lincoln Street and Nelson Avenue.

Roll Call #6:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

**24-2012**

Council Member Davis moved, seconded by Council Member White, to approve Resolution 24-11 authorizing the purchase of 57 North Kellogg Street and 332 East Ferris Street.

Roll Call #7:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

**BIDS, PETITIONS, AND COMMUNICATIONS**

**24-3021**

Council Member Miller moved, seconded by Council Member Davis, to approve the bid from Monroe Truck Equipment in the amount of \$316,845 for the purchase of three dump bodies/snowplows/tailgate salt spreaders, two mid-mount side wing plows and a stainless-steel V-box salt spreader with hydraulic controls for the Public Works Department.

Roll Call #8:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

#### **24-3022**

Council Member Miller moved, seconded by Council Member Dennis, to approve the bid from Mechanical Services of Galesburg, Inc. in the amount of \$26,725 for the replacement of the generator at the Brooks Street Fire Station.

Roll Call #9:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

### **CITY MANAGER'S REPORT**

City Manager Hanson explained that he wanted to be very clear that his comments about the recent property tax bills are reflective of questions that he and others at the City are getting, and not a critique of the job of the Township Assessor's office. He noted that it is a very challenging task, and one that candidly is not usually very well understood. Relative to the tax rate, the City's tax rate this year is the lowest it's been in more than a decade, and declined roughly 8%. The City's overall tax rate has declined every year since 2017. Though the decrease in the rate was 8%, the levy went up slightly, approximately 3.9%, and was more than covered by the growth of the EAV.

The City Manager reported that the total levy for the City represents only 25% of the property tax bill, which also includes the Library. The levy request that Council approved last November was a little over \$10 million, of which 50% went to public safety pensions, and \$2.6 million or 26%, went to the general operations of the City. The Library, of which we are responsible for including in our levy request but not do not manage, was another \$1.8 million or 18%. He also noted that additional funding went to IMRF and Social Security. City Manager Hanson emphasized that this has occurred in each community he has been a part of and it's always a challenging endeavor.

Council Member Miller asked if the City Manager was aware of the property tax breakdown. City Manager Hanson stated that property tax information can be found online and in Knox County, District 205 receives about 50%, with the City at 25%, County at 20%, and then it begins to drop off substantially. He did note that in Illinois, school districts are typically high because one of their sole sources of revenue is property tax compared to other taxing bodies that have

other sources of revenue. He added that the school district in the community where he came from was over 60% of the property tax bill.

Council Member White asked if a person is going to struggle to pay their taxes, is there any assistance they can get. The City Manager stated that while he can't speak to all the agencies that may be out there, obviously there is a process with which to challenge your assessment and try to lower it. He would recommend they contact the Assessor's office for more information.

Council Member Hix stated to that point, there is a timeline for the appeal process for an assessment review, and that time has passed. He has been contacted by several people about their property taxes as well, and noted that next year property owners can fight their assessments during the appeal process. Mayor Schwartzman stated that several months ago when the assessments came out, some were so egregious that he did refer those citizens to Representative Swanson for assistance.

### **MISCELLANEOUS BUSINESS (AGREEMENTS, APPROVALS, ETC.)**

#### **24-4038**

Council Member Miller moved, seconded by Council Member White, to approve a minor plat of the People's Lumber and Coal Company Subdivision.

Roll Call #10:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

#### **24-4039**

Council Member Miller moved, seconded by Council Member Cheesman, to approve an agreement between the City of Galesburg and the American Federation of State, County and Municipal Employees (AFSCME) and the 2024 Classification and Salary Schedule for personnel represented by AFSCME.

Roll Call #11:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

#### **24-4040**

Council Member Miller moved, seconded by Council Member Davis, to approve the purchase of the Electronic Citation and Electronic Crash software and hardware for use with the current records management system with ProPhoenix in the amount of \$102,644.29. This cost is shared with Knox County.

Roll Call #12:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None  
Absent: None  
Chairman declared the motion carried.

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

### TOWN BUSINESS

#### 24-9010

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

Fund Title	Amount
Town Fund	\$4,148.62
General Assistance Fund	\$7,711.15
IMRF Fund	
Social Security/Medicare Fund	
Liability Fund	\$4,718.24
Audit Fund	
<b>Total</b>	<b>\$16,578.01</b>

Roll Call #13:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.  
Nays: None  
Absent: None  
Chairman declared the motion carried.

#### 24-9011

Council member Davis moved, seconded by Council Member Acerra, to approve the Decennial Committee Report.

Roll Call #14:

Ayes: Trustees Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.  
Nays: None  
Absent: None  
Chairman declared the motion carried.

Trustee Davis thanked everyone for their hard work on something that the state mandated to all Townships and appreciates the staff who put together the report.

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

### CLOSING COMMENTS

Council Member Dennis noted the building at Prairie and Main Streets is down and the site is beginning to look good.

Council Member Miller stated that he drove around Ward Three this weekend and was impressed with the upkeep of many of the homes and yards. He stopped and talked to some of his constituents to see what they think needs to be fixed or taken care of in the City and appreciated the input. He wanted to let everyone know that he heard them and will be working with the City leaders to improve things. He is also glad to see the building downtown gone and hopes someone builds something new to help our downtown prosper.

Council Member White thanked everyone who has been involved in getting individuals with PTSD help, especially in light of the fact that this is national PTSD month. He noted that veterans suffer, especially those who have been at war, and he found out that women suffer a lot, as well as African Americans. He asked everyone to be aware that there are people who are struggling and encouraged everyone to look up the seven signs of PTSD.

Council Member Acerra stated that it has been good to get out and see so many homes and has been impressed with people doing a great job with their yards. She also indicated that she is aware of the property tax increases, and while the assessments did come out a while ago, it didn't specify what the dollar amount would actually be in terms of an increase. This has been quite shocking to a lot of people, herself included, and it's going to be rough when people have a fixed income or not. There are many of our neighbors who have houses that need a lot of work, or maybe they're disabled, and that's where she thinks we all have to help each other out and be good neighbors. If you see somebody's home where maybe they haven't mowed their yard or perhaps they're ill, we all have to be supportive of one another.

Council Member Acerra stated that on a positive note, she wanted to say how excited she is that the disc golf course is weeks away from being, especially since she was a big proponent of that. She hopes that we'll get some more people coming to town playing disc golf and feels that it's a great thing to get out and be healthy.

Council Member Davis again thanked the entire group who participated in putting together the Decennial Committee Report. She noted her appreciation of Council Member White bringing up that this is PTSD Awareness Month, which is hugely important and has such a large impact on many lives. She also stated that June is more commonly known as Pride Month. The thoughtfulness of talking about PTSD during this time is deeply impactful because it is also really common in the queer community and a lot of people have experienced incredible levels of horrible treatment. This treatment includes physical violence, all types of abuse, whether physical, emotional, psychological, discrimination in the home, in the workplace, or in schools. She stated that she hears stories about young people who have been kicked out of their homes due to being gay or transgender and really appreciated hearing about PTSD because it is an important conversation to have during this month, too.

Council Member Davis recognized Pride Month by announcing that it was kicked off with a great celebration at Lake Storey park on Sunday. She thanked all the individuals and organizations

who participated and that it was beautiful to see a community come together and to celebrate who they are, regardless of what sorts of trauma they have experienced, but come together, and acknowledge everything that they have overcome and will continue to overcome.

Council Member Cheesman wanted to mention the opposite end of the spectrum that is usually discussed, our seniors. He added that his family was fortunate enough to celebrate his dad's 95th birthday recently and knows that our community has a large contingency of senior citizens and they add a great deal to our city. He feels that their wisdom and experience are priceless and that we should tap into it as often as possible. He added that they bring a tremendous amount to our city, and he's grateful for them and what they offer to us.

Council Member Hix stated that the Township Assessor is in the room tonight and that Mr. Hutchings could possibly talk to her after the meeting. In general, he thinks that taxes are high in Illinois and that's one of the challenges our entire state has, especially with economic development, as well as housing. He stated that as a realtor, he has had clients who were coming in from other states, excited about looking at a house and canceled appointments because they looked at the tax bill. He feels it can be especially difficult for people who get to retirement age even though there is a senior freeze on property taxes. He added that this is why he voted against the sales tax increase that the Council had in front of them several months ago.

Mayor Schwartzman wished a belated happy birthday to Council Member Cheesman's father, as well as Council Member White who recently had a birthday. He thanked the AMVETS, as well as the VFW veterans and American Legion veterans for the honor of letting him march with them in the Memorial Day parade last Monday. He added that the weather cooperated and it ended up being a beautiful day for the parade. He thanked Chief Idle and his staff for being there to celebrate it as well, along with the Firefighters that were in attendance.

The Mayor reiterated that it is PTSD month and a lot of people don't know that it exists, but when he talks to the residents, this is something that comes up often, especially with people concerned about the fireworks, particularly this month, as we approach July 4th. He asked that everyone keep that in mind when they are setting off fireworks at your home, which is illegal regardless. Please be respectful of your neighbors who may have PTSD and know that it is a really serious issue.

He thanked Council Member Davis for bringing up the fact that this month is also Pride Month, which he thinks is very significant. In the past, the City has presented proclamations, which he is proud of since Pride Month has been recognized nationally since 1970. He further explained that the first example of a Gay Pride Week was in June 1970, and 50 years past that particular momentous day, the federal government designated it as Gay and Lesbian Pride Month in 1999, and in 2009 it was LGBT Pride Month. The Mayor indicated that we are celebrating in Galesburg and he is glad there was an event this past weekend to celebrate and asked that everyone keep those individuals in mind whether you're a member of that community or an ally of that community.

There being no further business, Council Member Dennis moved, seconded by Council Member Acerra, to adjourn the regular meeting at 6:53 p.m.

Roll Call #15:

Ayes: Council Members Hix, Dennis, Miller, White, Acerra, Davis, and Cheesman, 7.

Nays: None

Absent: None

Chairman declared the motion carried.

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Peter D. Mayor Schwartzman, Mayor

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Kelli R. Bennewitz, City Clerk



**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Bank Signature Authorization Resolution

**SUMMARY RECOMMENDATION:** The City Manager, Director of Finance and the City Clerk recommend the City Council approve the bank signature authorization resolution.

**BACKGROUND:** With the appointment of Jennifer O’Hern as the Director of Finance, new signatures are required designating those authorized to sign checks and transfer funds from the City’s various financial institutions where accounts are held. Approval is requested from the City Council to authorize the Mayor, City Clerk, and City Treasurer as the signatures on the checking account and for the facsimile signatures. The checks issued by the City of Galesburg for payroll and vendor payments will be by facsimile signatures. Authorization is requested from the City Council to include the Mayor, City Manager, City Clerk, Director of Finance and Assistant Finance Director as the designees to carry out the necessary banking functions.

**BUDGET IMPACT:** None.

**SUPPORTING DOCUMENTATION:**

1. Resolution

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, The City of Galesburg requires all checks to be executed by three signatures, and

**WHEREAS**, The City of Galesburg currently uses a facsimile stamp with three signatures that is honored by our designated financial institution, and

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

Section 1. The City Council authorizes the City’s designated financial institutions to honor any City check showing the actual signature or facsimile stamp with the following names:

- a. Peter Schwartzman, Mayor
- b. Kelli R. Bennewitz, City Clerk
- c. Jennifer O’Hern, City Treasurer

Section 2. The City Council further authorizes the City’s designated financial institutions to honor the signature and transfer of funds to other financial institution(s) for other activities such as investment with two of the following names and to honor the signature and transfer of funds to the City’s designated financial institution with one of the following names:

- a. Peter Schwartzman, Mayor
- b. Kelli R. Bennewitz, City Clerk
- c. Jennifer O’Hern, Director of Finance
- d. Bobbi J. Chockley, Assistant Finance Director
- e. Eric Hanson, City Manager

Approved this \_\_\_\_\_ day of June 2024 by a roll call vote as follows:

Roll Call# \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** A resolution declaring the month of June as LGBTQIA+ Pride Month.

**SUMMARY RECOMMENDATION:** City Administration recommends approval of the Resolution.

**BACKGROUND:** In the past, the City has presented a proclamation observing June as Pride Month and in 2022 and 2023, a Resolution was brought forth for Council approval. This Resolution declares June as LGBTQIA+ Pride Month in the City of Galesburg.

**BUDGET IMPACT:** None

**SUPPORTING DOCUMENTS:**

1. Resolution

**WHEREAS**, the Mayor and Council of the City of Galesburg wish to adopt a written resolution annually declaring June as LGBTQIA+ Pride Month; and

**WHEREAS**, June 28, 2024, marks the 55th anniversary of the Stonewall uprising in New York City, which sparked the gay rights movement, and is the nationwide month to recognize the Lesbian, Gay, Bisexual, Transgender and Queer/Questioning, and Plus (LGBTQ+) community; and

**WHEREAS**, celebrating Pride Month raises awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to become educated, engage in dialogue, strengthen alliances and build understanding; and

**WHEREAS**, while there has been remarkable progress towards acceptance and equality, members of the LGBTQ+ community continue to face discrimination, intolerance, and hate; and

**WHEREAS**, we must commit to supporting and accepting LGBTQ+ individuals, in particular our youth, who compared to their peers are far more likely to experience violence and bullying at school; to suffer from depression; to struggle with substance use; and to have attempted suicide; and

**WHEREAS**, we must remain vigilant in deterring oppression and discrimination against people on the basis of sex, gender identity or expression, or sexual orientation; and

**WHEREAS**, by protecting the rights of every individual, we enhance and strengthen the value of everyone throughout our entire society; and

**WHEREAS**, we affirm our support for LGBTQ+ residents in our community and stand with them to protect their civil rights and their ability to live openly, equally and without fear; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Galesburg City Council on this 17th day of June, 2024, that the Council recognizes and supports the month of June 2024 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, and Plus (LGBTQ+) "Pride Month;" and we urge all residents to celebrate and build a culture of inclusiveness and acceptance – during this month and every month.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by a roll call vote as follows:

Roll Call #: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter D. Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Agreement for Pavement Management Services.

**SUMMARY RECOMMENDATION:** The City Manager, Public Works Director, City Engineer and Purchasing Agent recommend approval of a proposal submitted by Decision Optimization Technology in the amount of \$100,000 to provide Pavement Management Services.

**BACKGROUND:** In 2023, City staff applied for and received a Statewide Planning and Research Grant through the Illinois Department of Transportation (IDOT). The awarded grant provided up to \$100,000 in funding for a pavement condition assessment, roadway asset inventory, and a 3-year license to asset management software. The City currently utilizes summer interns to collect pavement data and rate City streets. The grant funds will allow the City to hire a pavement management company to collect data using high-resolution imagery and analyze that data using pavement assessment technology. Many of the City's other roadways assets such as sidewalks, curb and gutter condition, signage, streetlights, and pavement markings are either not up to date or have never been collected. All the data collected will be integrated with the City's GIS and put into asset management software. The asset management software will assist City staff in the decision-making process when selecting maintenance treatments and locations for roadway improvement projects.

A Request for Proposals (RFP) was sent out to firms that provide pavement and asset management services. One proposal was received from Decision Optimization Technology (DOT). City staff reviewed the proposal and determined that DOT's submittal met all conditions outlined in the grant award and RFP. The total cost of the agreement is \$100,000, of which 100% will be reimbursed by the grant at no cost to the City. It is anticipated that the City will receive all deliverables outlined in the agreement by the end of September 2024. City staff recommend approval of the agreement.

**BUDGET IMPACT:** Sufficient funds are budgeted in the Grant Fund (Fund 13) for this work. The City will be reimbursed for 100% of the associated costs through the grant.

**SUPPORTING DOCUMENTS:**

1. Master Services Agreement

## SAAS AGREEMENT

**This SaaS Agreement (“Agreement”)** is made and effective as of June 7, 2024 (“**Effective Date**”), by and between **Decision Optimization Technology - United States, L.P.** (“**DOTUS**”) and City of Galesburg, Illinois (“**Customer**”). DOTUS and Customer are sometimes referred to jointly as the “**Parties**” or singularly as a “**Party**.”

### RECITALS

**WHEREAS**, Customer desires to obtain access to the Subscription Services with respect to certain of its information technology needs; and DOTUS wishes to provide the Subscription Services to Customer, each on the terms and conditions set forth in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. **Subscription Services**

1.1 Purpose. This Agreement sets forth the terms and conditions under which DOTUS agrees to provide:

(i) certain hosted “software as a service” (“**Subscription Services**”) for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a “**Platform**”) to “**Authorized Users**,” as further set forth on each Subscription Services order form (“**Order Form**”); and

(ii) certain support services provided in connection with the Subscription Services consisting of responses to reports of issues or errors by telephone or e-mail communications in accordance with the Service Level Objectives set forth in **Exhibit A** to this Agreement.

All other implementation services, customization, integration, data import and export, monitoring, training, back-up and recovery, and change management (“**Professional Services**”) related to Customer’s access to, and use of, such Subscription Services and each Platform, if required by Customer, will be as further set forth in a separate Master Services Agreement (“**MSA**”).

1.2 The Subscription Services; Access and Right to Use. Subject to the terms and conditions of this Agreement, during the Term, DOTUS shall provide Customer and Authorized Users access to each Platform in accordance with the terms of “**Platform Availability**” appearing in Exhibit A, attached hereto. Subject to the terms and conditions of this Agreement, during the Term, DOTUS hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, nontransferable, worldwide right to access and use each Platform, solely for internal business purposes as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the terms set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable MSA shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. DOTUS may make changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of DOTUS's products or services to its customers, (b) the competitive strength of, or market for, DOTUS's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

## 2. **Platform Access and Authorized User**

2.1 Authorized Users. Customer may allow Customer's employees and independent contractors ("**Authorized Users**") to use the Platform. Notwithstanding the foregoing, Customer's independent contractors may only become Authorized Users if prior to the first use of the Platform by a relevant independent contractor, Customer obtains the written consent of the DOTUS for such use, which consent may be granted in the reasonable discretion of DOTUS.

2.2 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its DOTUS account, passwords and files. DOTUS will be responsible for improper access to Customer's account(s) to the extent such access was caused by DOTUS's acts or omissions. DOTUS is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords unless arising out of the negligence or intentional conduct of DOTUS.

## 3. **Additional Restrictions and Responsibilities**

3.1 Software Restrictions. Customer will not permit nor encourage any third party to, directly or indirectly:

(i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**");

(ii) modify, translate, or create derivative works based on a Platform or any Software;



(iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party;

(iv) modify, remove or obstruct any proprietary notices or labels; or

(v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Subscription Services, including all user-visible aspects of the Subscription Services, are the Confidential Information of DOTUS, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Subscription Services in full compliance with this Agreement, DOTUS's Acceptable Use Policy, and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed DOTUS's Acceptable Use Policy, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. DOTUS may suspend Customer's account and access to each Platform and performance of the Subscription Services at any time and without notice if DOTUS believes that Customer is in violation of this Agreement. Although DOTUS has no obligation to monitor Customer's use of a Platform, DOTUS may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as DOTUS may reasonably request to enable DOTUS to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing DOTUS with such access to Customer's premises and its information technology infrastructure as is necessary for DOTUS to perform the Subscription Services in accordance with this Agreement.

3.4 Customer Systems. Customer shall be responsible for obtaining and maintaining the functionality and security of any equipment and ancillary services needed to connect to, access, or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking and web servers.

#### 4. **Confidentiality**

4.1 Confidential Information. Each Party receiving Confidential Information from the other Party ("**Receiving Party**") understands that the other Party ("**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of DOTUS includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to DOTUS to enable the provision of access to, and use of, the Subscription Services as well as all content, data and information recorded and stored in each Platform for Customer ("**Customer Data**"). The terms and conditions of this Agreement, including all pricing and related metrics, are Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document: (i) is or becomes generally available to the public, (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-Use and Non-Disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purpose whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

4.6 Other Nondisclosure Agreement. In the event of any discrepancies between this Section 4 and the terms of a separately executed nondisclosure agreement between the Parties, the terms of such nondisclosure agreement shall control.

## 5. **Proprietary Rights**

5.1 Ownership. Customer owns all right, title and interest in and to the Customer Data. DOTUS owns and retains all right, title and interest in and to (i) each Platform, Software and the Subscription Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Subscription Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, “**Services IP**”). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to DOTUS.

5.2 Customer Data License. Customer hereby grants to DOTUS a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit Customer Data to provide the Subscription Services to Customer hereunder and as necessary or useful to monitor and improve the Platforms, Software and the Subscription Services, both during and after the Term. For the avoidance of doubt, DOTUS may use, reproduce and disclose Platform-, Software- and Subscription Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by DOTUS. It is Customer's sole responsibility to back-up Customer Data during the Term, and Customer acknowledges that it will not have access to Customer Data through DOTUS or any Platform following the expiration or termination of this Agreement.

5.3. Disposition of Customer Data. At the end of the Term and on termination of this Agreement, DOTUS will, on the written request of Customer, transfer to Customer the Customer Data in such form and format as may be reasonably determined by DOTUS. The foregoing DOTUS obligation to transfer Customer Data shall terminate three (3) months following the end of the Term or the termination of this Agreement, as applicable. At the end of such three (3) month period, and except as may be required by law, DOTUS will delete or otherwise render unrecoverable all of the Customer Data that remains on any Platform. At the request of Customer at any time during the Term or thereafter, DOTUS will erase, destroy or otherwise make unrecoverable ("**Destruction**") all or, if specified by Customer, any part of the Customer Data in DOTUS's possession. At the written request of Customer, DOTUS will provide Customer with a certificate of Destruction promptly following the Destruction of any Customer Data. Notwithstanding anything in this Agreement to the contrary, DOTUS will have no obligation to delete de-identified or aggregated Customer Data.

5.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

## 6. **Fees and Payment**

6.1 Fees. Except as provided below, during the Initial Term, Customer will pay DOTUS the then-applicable fees described in an Order Form in accordance with the terms set forth therein ("**Fees**"). Unless otherwise specified in an Order Form, the Fees for any Renewal Term shall be those fees that DOTUS then charges to its other customers of similar size to Customer.

6.2 Payment. Unless otherwise specified on the applicable Order Form, full payment for invoices issued in any given month must be received by DOTUS thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of one and 5/10ths percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, DOTUS may suspend Subscription Services in the event of payment delinquency.

6.3 Payment Disputes. If Customer believes that DOTUS has billed Customer incorrectly, Customer must contact DOTUS no later than thirty (30) days after the closing date on

the first billing statement in which the believed error or issue appeared in order to receive an adjustment or credit.

6.4 Taxes. Customer shall pay, and shall be liable for, all taxes relating to DOTUS's provision of the Subscription Services hereunder. DOTUS shall pay, and shall be liable for, taxes based on its net income or capital.

6.5 No Deductions or Setoffs. All amounts payable to DOTUS hereunder shall be paid by Customer to DOTUS in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.6 Subpoena Expenses. If DOTUS has to provide information in response to a subpoena related to Customer's account, then DOTUS may charge Customer for DOTUS's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

## 7. **Term and Termination**

7.1 Agreement Term. This Agreement shall remain in force from the Effective Date until terminated as provided in this Section 7 (the "**Term**"). This Agreement shall automatically terminate ten (10) days after all active Order Forms have expired or been terminated pursuant to this Section 7.

7.2 Order Forms. Unless otherwise specified in an Order Form, the initial term of Customer's Platform subscription, and this Agreement, will be three (3) years ("**Initial Term**"). Each Order Form will automatically renew for successive one-year extensions ("**Renewal Term**") at the Platform subscription fee then in effect, but otherwise on the same terms unless either Party provides the other Party with notice of its intent not to renew an Order Form at least thirty (30) days prior to the end of the then current term.

### 7.3 Termination for Cause.

(i) DOTUS may, upon notice to Customer of Customer's failure to remit properly invoiced Fees, or any other material breach of this Agreement, immediately terminate this Agreement or any applicable Order Form if Customer fails to cure such failure within five (5) days after receiving notice from DOTUS of the failure.

(ii) Customer may terminate any applicable Order Form if DOTUS fails to cure any material breach within thirty (30) days after receiving notice from Customer of the failure.

(iii) Either Party may terminate, in whole or in part, this Agreement, and any applicable Order Forms, or all of the above immediately upon written notice if the other Party hereto experiences a bankruptcy event.

7.4 Termination Fee. If Customer terminates this Agreement for any reason other than as set forth in Section 7.3(ii), Customer agrees to pay to DOTUS the remaining value of the then-current Initial Term or Renewal Term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial Term or Renewal Term. Such Fees will be paid by Customer within ten (10) days of termination.

7.5 Survival. Sections 3.1, 4, 5, 6, 7, 9, 10 and 13 shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

## 8. **Warranty and Disclaimer**

8.1 Warranties. Each Party represents and warrants that it has the legal power to enter into this Agreement. DOTUS warrants that DOTUS has a license to grant the Subscription Services hereunder and access to the Platform. Customer warrants that: (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Subscription Services; and (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Subscription Services does not and shall not violate any Customer's privacy policy, terms of use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN ORDER FORM, DOTUS DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES DOTUS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICES. FURTHER, DOTUS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN DOTUS AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS," AND DOTUS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. **Indemnity**

DOTUS will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Subscription Services, or Customer's use or access thereof in accordance with this Agreement, infringes any intellectual property right of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs

and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Subscription Service: (i) not supplied by DOTUS, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by DOTUS, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Subscription Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by DOTUS to be infringing, DOTUS may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused Fees for such Platform. This Section states Customer's sole and exclusive remedies for claims of infringement.

#### **10. Limitation of Liability**

EXCEPT AS SET FORTH IN SECTIONS 4 AND 9, IN NO EVENT SHALL: (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### **11. Security**

DOTUS will be responsible for establishing and maintaining an information security program that is designed to: (i) protect the security and confidentiality of Customer Data; (ii) protect against any reasonably anticipated threats or hazards to the security or integrity of Customer Data; (iii) protect against unauthorized access to or use of the Customer Data; (iv) provide for the proper disposal of Customer Data; and (v) set forth DOTUS's policy for responding to any security breach.

## 12. **Publicity**

Customer agrees that DOTUS may identify Customer as a customer and use Customer's logo and trademark in DOTUS's promotional materials. Customer may, by providing DOTUS with written notice, require that DOTUS stop such use. Notwithstanding anything herein to the contrary, Customer acknowledges that DOTUS may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

## 13. **Miscellaneous.**

13.1 Force Majeure. Neither Party will be deemed to be in default hereunder for failure to perform any of its non-monetary obligations under this Agreement for any period not to exceed thirty (30) days, provided such failure results from acts or omissions of the other Party or third parties, natural disasters, riots, war, civil disorder, export/import embargo, court order or any other causes beyond that Party's reasonable control and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

13.2 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by an internationally recognized courier service or, if between Parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth on the signature page hereto. All notices under this Agreement that are addressed as provided in this Section: (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail. Either Party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

13.3 Exhibits, Order Forms and Addenda. All exhibits, Order Forms, and addenda that are referenced herein and appended hereto, or are signed by the Parties on or after the date of this Agreement, are hereby incorporated by reference.

13.4 Entire Agreement. This Agreement, which is comprised of the Agreement, exhibits, addenda, attachments, and Order Forms, contains all of the covenants and agreements between the Parties with respect to the rendering of the Subscription Services and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements, whether written or oral, between the Parties with respect to the rendering of such Subscription Services and any other matter hereunder. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any Party. There is no other agreement, statement or promise between the Parties that is not contained in this Agreement, and no changes or modifications to this Agreement, shall be effective unless in writing and signed by both Parties.

13.5 Legal Fees. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

13.6 Waivers. All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation.

13.7 Governing Law; Dispute Resolution. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by internal law, not the law of conflicts, of the State of Illinois. Any suit involving any dispute or matter arising under this Agreement that cannot be resolved by the Parties within a period of thirty (30) days after notice of a dispute has been given by one Party to the other, shall on written request of any Party served on the other, be submitted to binding arbitration before a single arbitrator. Said binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. Such arbitration shall take place in Springfield, Illinois. The foregoing shall not prohibit any Party from seeking injunctive relief in any court of competent jurisdiction.

13.8 Severability. If any provision of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, or if the Securities and Exchange Commission or Federal Trade Commission impose any obligations on either Party that cause any provision of this Agreement to be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby to the extent the benefits conferred upon the Parties by this Agreement remain substantially unimpaired, and each provision of this Agreement will be valid and enforceable to the extent permitted by law. If severability of the provision(s) would materially change the benefits of this Agreement to either Party, the Parties shall modify such provision(s) to obtain legal, enforceable and valid provision and provide benefits to the Parties that most nearly affects the Parties' intent in entering into this Agreement.

13.9 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

13.10 Counterparts; Execution. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



13.11 Assignment. Customer may not assign this Agreement or give or transfer the Subscription Services, or any interest in the Subscription Services, to another individual or entity.

13.12 DOTUS's Role. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. DOTUS is not acting as a "municipal advisor" to Customer as defined under Section 15B of the Securities Exchange Act of 1934.

13.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties duly authorized representatives have executed this SaaS Agreement to become effective as of the Effective Date.

**Decision Optimization Technology –  
United States, L.P.**

**City of Galesburg, Illinois**

By:  \_\_\_\_\_  
D6EC0B537BDA487...

By: \_\_\_\_\_

Name: Kurt N. Bialobreski

Name: Peter Schwartzman

Title: Managing Partner

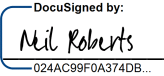
Title: Mayor

Address: 1525 S. Sixth St.

Address: 55 W. Tompkins St.

Springfield, IL 62703

Galesburg, IL 61401

By:  \_\_\_\_\_  
024AC99F0A374DB...

Name: Neil Roberts

Title: Managing Partner

Address: 1525 S. Sixth St.

Springfield, IL 62703

6/10/2024

## ORDER FORM

DOT™ is a web-based software as a service application that will provide the City with decision support as you develop budgets for routine maintenance, repair or reconstruction actions for roadway and stormwater assets. The application to be delivered to the City of Galesburg, Illinois includes:

**Software as a Service Platform:** Decision Optimization Technology (DOT™)

**Module Rights:** Transportation

Modules	License Fee	Hosting Fee	Support Services	Annual Subscription Fee
Module 1–Transportation	\$8,850	\$1,475	\$4,425	\$14,750

Modules	Annual Subscription Fee
Module 1–Transportation	\$14,750
DOT™ Annual Subscription Year 1	\$14,700
DOT™ Annual Subscription Year 2	\$14,750
DOT™ Annual Subscription Year 3	\$14,750

The annual subscription fee includes the software license, Microsoft Azure hosting fees and ongoing software upgrades, updates and maintenance, and support services as described in Exhibit A below.

Year 1 annual subscription fee will be invoiced at notice to proceed. Year 2 annual subscription fee will be billed one year after the notice to proceed. Year 3 annual subscription fee will be billed one year after Year 2 is billed.

**EXHIBIT A**

**SUPPORT SERVICES**

1. Support.
  - a. Issue Reporting.
    - i. Customer will report issues to DOTUS via telephone, fax, or e-mail. The following information will be provided:

1. Platform involved.
2. Steps leading to the error/issue.
3. Whether the issue is duplicable or random.
4. Impact of issue on system.
5. Any other useful information pertaining to the issue.

When each issue is reported, DOTUS will designate a severity level as set forth in the Support Escalation Chart. DOTUS will have a first level technical support person contact Customer within the time frame that is in the “**Response Time**” column. All times are measured from the time Customer first reports the issue to DOTUS.

b. Business Hours. The DOTUS’s hours of availability for support are 9:00 a.m. to 5:00 p.m. Eastern Time, excluding United States national holidays (“**Business Hours**”).

c. Issue Resolution. DOTUS will use its best efforts to respond to a Customer issue within the targets listed in the “**Response Time**” column of the Support Escalation Chart. If the issue is not resolved within the “**Response Time**” time period, the issue will be escalated as indicated in the “**Work-Around or Temporary Fix**” and “**Permanent Resolution**” columns. Upon escalation, DOTUS will notify Customer of the escalation and course of action taken to resolve the issue.

Support Escalation Chart

<b>Error Category</b>	<b>Response Time</b>	<b>Work-Around or Temporary Fix</b>	<b>Permanent Resolution</b>
Priority 1	4 Business Hours	2 Business Hours	1 Business Day
Priority 2	4 Business Hours	5 Business Hours	5 Business Days
Priority 3	4 Business Hours	Next release	N/A

**Error Category** means the relevant category of error (i.e. Priority 1, Priority 2 or Priority 3) specified below.

**Priority 1** means the Platform fails to perform substantially in accordance with the Platform specifications and prevents the Customer from performing necessary business functions using the Platform.

**Priority 2** means the Platform fails to perform substantially in accordance with the Platform specifications such that it imposes limitations or restrictions on the use of important functionality of the Platform affecting the smooth running of the Customer's business but does not prevent the Customer from performing absolutely necessary business functions.

**Priority 3** means an incident or observation in relation to the Platform that is cosmetic in nature and has little or no adverse effect on the Customer's business or where an alternative solution exists or where the problem may be worked around.

**Work-Around or Temporary Fix** means a temporary fix or work-around for the error in accordance with good industry practice and which allows the Customer to use Platform without substantial degradation in performance. A Temporary Fix can include, with the written permission of the Customer, changing back to the previous version of Platform, patch or alternate design approach.

**Permanent Resolution** means the permanent resolution of the error in accordance with good industry practice and which restores the current Platform to full performance.

2. Platform Availability. The DOTUS may need, from time to time, to perform certain maintenance activities on the Platform that could involve disruption to the delivery of the Subscription Services. While the DOTUS seeks to minimize such disruption, it reserves the right to conduct maintenance activities for one year from the date of Agreement execution ("**Maintenance Period**"). Excluding complete or partial unavailability related to these maintenance activities conducted during the stated Maintenance Period, the average monthly Platform availability will be guaranteed to be equal to or greater than 99% measured on a rolling 12-month basis. In the event that the average monthly uptime of 99% is not met, the Customer will, upon written request to DOTUS, receive a Performance Credit on the following month's bill of 5% of the monthly Fee. The Platform is considered available if it is possible to log on and use substantially all of its functionality. The foregoing performance credit is Customer's sole remedy for DOTUS's failure to meet the requirements of this Exhibit A.

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT (“Agreement”)** is made to be effective as of the date last appearing on the signature page hereto (“**Effective Date**”), by and between the entity identified as the “Customer” on the signature page hereto (“**Customer**”) and **Decision Optimization Technology - United States, L.P.**, a Delaware limited partnership (“**DOTUS**”). DOTUS and Customer are sometimes hereinafter referred to as “**Parties**,” or individually as a “**Party**.”

### RECITALS

**A.** DOTUS is engaged in the license of software and the provision of certain services in connection with such software. DOTUS is or remains open to conducting similar tasks or activities for entities other than the Customer and holds itself out to the public as a business entity which performs services.

**B.** Customer desires to engage and contract for the services of DOTUS to perform certain tasks as set forth below. DOTUS desires to enter into this Agreement and perform as an independent contractor for the Customer and is willing to do so on the terms and conditions set forth below.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

**1. Status of DOTUS.** It is the Parties’ intention that DOTUS shall have an independent contractor status and not be an employee for any purpose. DOTUS shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Customer shall not be liable for any obligations incurred by DOTUS unless specifically authorized in writing. DOTUS shall not act as an agent of the Customer, ostensibly or otherwise, nor bind the Customer in any manner, unless specifically authorized to do so in writing.

**2. Tasks, Duties, and Scope of Work.**

**a.** DOTUS agrees to devote as much time, attention, and energy as necessary to complete or achieve the work specified in Exhibit A, attached hereto and incorporated herein by this reference. The work will be referred to in this Agreement as the “**Scope of Work**.” It is expected that DOTUS shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, including but not limited to work already being performed or related change orders. DOTUS shall not be entitled to engage in any activities on behalf of the Customer which are not expressly set forth by this Agreement.

**b.** DOTUS shall be responsible to the management of Customer, but DOTUS will not be required to follow or establish a regular or daily work schedule. DOTUS shall supply

all necessary equipment, materials and supplies to perform the Scope of Work. DOTUS will not rely on the equipment or offices of Customer for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to DOTUS regarding the Scope of Work shall be considered a suggestion only, not an instruction. Customer retains the right to inspect, stop, or alter the work of DOTUS to assure its conformity with this Agreement.

**3. Compensation.** DOTUS shall be entitled to compensation for performing those tasks and duties related to the Scope of Work. Such compensation shall be in the amounts specified in Exhibit B, attached hereto and incorporated herein by this reference. The compensation specified in Exhibit B shall become due and payable to DOTUS at such time or times as set forth in Exhibit B or as may otherwise be reasonably agreed by Customer and DOTUS. Unpaid amounts are subject to a finance charge of one and 5/10ths percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, DOTUS may suspend the performance of the Scope of Work in the event of payment delinquency. If Customer believes that DOTUS has billed Customer incorrectly, Customer must contact DOTUS no later than thirty (30) days after the closing date on the first billing statement in which the believed error or issue appeared in order to receive an adjustment or credit. All amounts payable to DOTUS hereunder shall be paid by Customer to DOTUS in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law. The Parties acknowledge and agree that if the Scope of Work changes and/or the anticipated work required from DOTUS thereunder increases, the compensation payable to DOTUS set forth in Exhibit B may also need to change, and the Parties agree that they will use best efforts to negotiate fair compensation payable to DOTUS for such additional or increased services.

**4. Notice Concerning Withholding of Taxes.** DOTUS recognizes and understands that it will receive an IRS 1099 statement and related tax statements and will be required to file tax returns and to pay taxes in accordance with all provisions of applicable law. DOTUS hereby promises and agrees to indemnify the Customer for any damages or expenses, including attorney's fees, and legal expenses, incurred by the Customer as a result of independent contractor's failure to make such required filings or payments.

**5. Agreement To Waive Rights To Benefits.** DOTUS hereby waives and foregoes the right to receive any benefits given by Customer to its employees. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to DOTUS by virtue of its services to Customer and is effective for the entire duration of DOTUS's agreement with Customer.

**6. Termination.** This Agreement may be terminated prior to the completion or achievement of the Scope of Work by Customer by providing DOTUS with no less than thirty (30) days written notice. Except in the case of a material breach of this Agreement by Customer, DOTUS may not terminate this Agreement. Any such termination shall not prejudice any other remedy to which the terminating Party may be entitled, either by law, in equity, or under this Agreement. On termination, Customer will pay DOTUS on a pro rata basis for the services performed during the month in which the Agreement is terminated, and thereafter, Customer will have no further obligation to DOTUS.

## **7. Confidential Information.**

**a.** Each Party receiving Confidential Information from the other Party (“**Receiving Party**”) understands that the other Party (“**Disclosing Party**”) has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Confidential Information**”). Confidential Information of DOTUS includes non-public information regarding features, functionality and performance of the DOTUS platform and software. Confidential Information of Customer includes non-public data provided by Customer to DOTUS to enable the provision of the Scope of Work (“**Customer Data**”). The terms and conditions of this Agreement, including all pricing and related metrics, are Confidential Information.

**b.** Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document: (i) is or becomes generally available to the public, (ii) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

**c.** With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purpose whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

**d.** Notwithstanding Section 7(c), the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

**e.** The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

**f.** In the event of any discrepancies between this Section 7 and the terms of a separately executed nondisclosure agreement between the Parties, the terms of such nondisclosure agreement shall control.



**8. Return of Property.** On termination of this Agreement, or whenever requested by the Parties, each Party shall immediately deliver to the other Party all property in its possession, or under its care and control, belonging to the other Party to them, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records.

**9. Expense Accounts.** DOTUS and the Customer agree to maintain separate accounts of expenses related to performing the Scope of Work. DOTUS is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by the Customer or by the terms of this Agreement.

**10. Legal Compliance.** DOTUS is required to treat all Customer employees, customers, clients, business partners and other affiliates with respect and responsibility. DOTUS is required to comply with all applicable laws, ethical codes and Customer policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

**11. Workers' Compensation and General Liability Insurance.** Upon request of the Customer, DOTUS agrees to supply the Customer with proof of Workers' Compensation Coverage and General Liability Insurance.

**12. Ownership of Intellectual Property Created While Performing the Scope of Work.** The Parties agree that any and all intellectual property developed by DOTUS in connection with the performance of the Scope of Work will be owned by DOTUS. The Parties agree that no Intellectual Property developed by DOTUS in connection with the performance of the Scope of Work will constitute "works made for hire." DOTUS hereby grants to the Customer a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license under its Intellectual Property rights, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, import and otherwise use and exploit for the Customer's internal business use all or any portion of the Intellectual Property developed by DOTUS in connection with the performance of the Scope of Work. The term "**Intellectual Property**" means all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), Moral Rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law, copyright, mask work, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world), for all media now known or later developed, including without limitation all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "**Moral Rights**" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

**13. Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by an internationally recognized courier service or, if between Parties located in the United States, mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth on the signature page hereto. All notices under this Agreement that are addressed as provided in this Section: (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, or (b) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail. Either Party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

**14. Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

**15. Indemnification.** DOTUS shall indemnify, and hold harmless Customer from any and all damages, expenses or liability resulting from or arising out of any third party claim of negligence or willful misconduct on DOTUS's part in connection with DOTUS's performance of the Scope of Work under this Agreement, or from any third party claim arising from a breach or default of this Agreement which is caused or occasioned by the acts of DOTUS. DOTUS shall insure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

**16. LIMITATION OF LIABILITY.** EXCEPT AS SET FORTH IN SECTIONS 7 AND 15, IN NO EVENT SHALL: (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

**17. Containment of Entire Agreement.** This Agreement, which is comprised of the Agreement, exhibits, addenda, attachments, and order forms, contains all of the covenants and agreements between the Parties with respect to the rendering of the Scope of Work and any other matter hereunder, and supersedes any and all prior negotiations, representations and agreements,

whether written or oral, between the Parties with respect to the rendering of such Scope of Work and any other matter hereunder. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise have been made by any Party. There is no other agreement, statement or promise between the Parties that is not contained in this Agreement, and no changes or modifications to this Agreement shall be effective unless in writing and signed by both Parties.

**18. Representation.** Each Party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party hereto, or anyone acting on behalf of any Party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all Parties hereto.

**19. Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**20. Governing Law; Dispute Resolution.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by internal law, not the law of conflicts, of the State of Illinois. Any suit involving any dispute or matter arising under this Agreement that cannot be resolved by the Parties within a period of thirty (30) days after notice of a dispute has been given by one Party to the other, shall on written request of any Party served on the other, be submitted to binding arbitration before a single arbitrator. Said binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. Such arbitration shall take place in Springfield, Illinois. The foregoing shall not prohibit any Party from seeking injunctive relief in any court of competent jurisdiction.

**21. Additional Documents.** Each of the Parties agrees to execute and deliver, at the request of the other Parties, any and all other documents or other written instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

**22. Counterparts; Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docuSign.com](http://www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**23. DOTUS's Role.** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. DOTUS is not acting as a "municipal advisor" to Customer as defined under Section 15B of the Securities Exchange Act of 1934.

**24. No Third Party Beneficiaries.** This Agreement shall not confer any rights or

remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns.

**25. Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, or if the Securities and Exchange Commission or Federal Trade Commission impose any obligations on either Party that cause any provision of this Agreement to be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby to the extent the benefits conferred upon the Parties by this Agreement remain substantially unimpaired, and each provision of this Agreement will be valid and enforceable to the extent permitted by law. If severability of the provision(s) would materially change the benefits of this Agreement to either Party, the Parties shall modify such provision(s) to obtain legal, enforceable and valid provision and provide benefits to the Parties that most nearly affects the Parties' intent in entering into this Agreement.

**26. Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, DOTUS MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

**27. Force Majeure.** Neither Party will be deemed to be in default hereunder for failure to perform any of its non-monetary obligations under this Agreement for any period not to exceed thirty (30) days, provided such failure results from acts or omissions of the other Party or third parties, natural disasters, riots, war, civil disorder, export/import embargo, court order or any other causes beyond that Party's reasonable control and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts.

**28. Agreement Drafted By All Parties.** This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

The Customer and DOTUS have executed this Agreement to be effective as of the Effective Date.

**Customer:**

City of Galesburg, Illinois  
(Print Name of Customer)

By: \_\_\_\_\_  
(Signature)

Peter Schwartzman, Mayor  
(Print Name and Title)

Date: June 7, 2024

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

**Decision Optimization Technology -  
United States, L.P.**

**By: Decision Optimization Technology -  
United States, LLC, General Partner**

By: DocuSigned by:  
Neil Roberts  
024AC99F0A374DB...  
Neil Roberts, Manager

By: DocuSigned by:  
Kurt Bialobreski  
D6EC0B537BD4487...  
Kurt Bialobreski, Manager

Date: June 7, 2024

Address: 1525 S. Sixth St., Springfield, IL 62703-2886

## EXHIBIT A

### Scope of Work

Responsibilities of the DOTUS team for the Pavement Management Services will include:

- 1. Pavement Evaluation:** Includes high-resolution imagery capture (downward-facing and 360 degrees), AI/machine learning based distress characterization (type/extent/severity, strictly following ASTM 6433), PCI determination via existing shape file sectioning and, in addition, picture-by-picture hyper-granular PCI rating, visualization dashboard of pavement inspection, performed by Tiger Eye Engineering (TEE).

Pavement evaluation deliverables include:

- High resolution images/videos of each street and curb and gutter.
- GIS database and layers for the pavement segments collected including shape files (Esri format) matching the City's existing road segments.
- Assistance with transferring field data into DOT™ software and assistance in updating the City's road infrastructure shape files based on field measurements and observations.
- Pavement Condition Index (PCI) ratings.
- Access via the cloud to TEE's visualization platform, to view PCI data, imagery, curb and gutter ratings, including advanced data analytics filtering and dashboarding.
- A comprehensive summary of pavement results and findings, and recommendations will be provided in a project close out meeting, along with a concise technical report.

- 2. Sidewalk Evaluation:** Includes high-resolution imagery captured via our e-bike w/tow cart fleet (downward-facing and 360 degrees), AI/machine learning based distress characterization (type/extent/severity, strictly following ASTM 6433), PCI determination via existing shape file sectioning and, in addition, picture-by-picture hyper-granular PCI rating, visualization dashboard of sidewalk pavement inspection, performed by TEE. Identification of tripping hazards and assessment of ADA ramps (detector presence and type, slopes, other geometrical data, and overall rating/compliance summary).

Sidewalk evaluation deliverables include:

- High resolution images/videos of each sidewalk.
- GIS database and layers for the sidewalk segments collected including shape files (Esri format).
- Assistance with transferring field data into DOT™ software and assistance in updating the City's sidewalk infrastructure shape files based on field measurements and observations
- Pavement Condition Index (PCI) ratings
- Access via the cloud to TEE's visualization platform, to view sidewalk PCI data, and imagery, including advanced data analytics filtering and dashboarding.
- A comprehensive summary of sidewalk results and findings, and recommendations will be provided in a project close out meeting, along with a concise technical report.

3. **Asset Extraction:** Includes high-resolution imagery capture, AI/machine learning based asset extraction/inventorying/geo-locating, visualization dashboarding, filtering, analytics, and data export to GIS (Esri format), performed by TEE.

Asset extraction deliverables include:

- High resolution images/videos of each sign in the pavement right-of-way.
- GIS database and layers for the assets collected including shape files (Esri format).
- Assistance with transferring field data into DOT™ software and assistance in updating the City's infrastructure shape files based on field measurements and observations.
- Access via the cloud to Tiger Eye's visualization platform, to view assets, including advanced data analytics filtering and dashboarding for all collected assets.

#### 4. Pavement Management Software

**4.1 Data Gathering/Import:** The City/TEE will provide DOTUS with the segmented pavement data, sidewalk data, and asset data in Excel or a GIS Shapefile for the City's full network. The data, at a minimum, will include asset ID, pavement and sidewalk PCI, start/end position for pavement and sidewalks or points for assets, roadway functional class, surface type, AADT, length, width, and pavement and sidewalk installation year. DOTUS will import this data into the Transportation module.

**4.2 ArcGIS Integration:** DOTUS's work includes up to two 1-hour meetings for API configuration to the City's ArcGIS system for the DOT™ Transportation module with data mapping.

**4.3 Engineering Models, Decision Trees and Treatment Configuration:** DOTUS will configure family class categories, engineering models, decision trees, treatment methods, treatment costs and repair histories into the Transportation module. If detailed information is provided by the City, DOTUS will customized family class categories, engineering models, decision trees, treatment methods and treatment costs to match the City's unique requirements.

**4.4 Base Scenario Building:** DOTUS will work with the City to determine their objectives for criticality, risk, socio-economic factors, and level of service goals to use in the scenario building and produce four (4) base case scenarios. The scenarios will include a do-nothing approach, no budget limit, maintain current PCI and set budget limit.

**4.5 Training:** DOTUS will lead the training sessions for the City which will include webinar sessions with the intent of using the software to view and visualize data and generate results through scenario building. The effort includes two 2-hour training sessions and four 1-hour weekly office hours.

**4.6 Client Coordination:** DOTUS will communicate progress to the City throughout the implementation process. This effort includes 2 one-hour progress meetings and a 1 one-hour final review meeting with the City.

Upon receiving notice to proceed, we anticipate needing 3 months to complete the above scope of work. We propose to begin the project on July 1, 2024, with a target completion date of September 30, 2024.



## **EXHIBIT B**

### **DOTUS Compensation**

Charges for services performed by the DOTUS team for the Scope of Work will be made on the basis of lump sum payments per the tasks/milestones below. The invoice for the pavement management software implementation services will be issued at notice to proceed. All other tasks will be billed after substantial completion.

**Pavement Evaluation:** \$17,000

**Sidewalk Evaluation:** \$17,000

**Asset Extraction:** \$7,000

**Pavement Management Software:** \$14,750 (billed at notice to proceed)



# Accounts Payable

## Transactions by Account

User: shelms  
 Printed: 06/11/2024 - 10:08AM  
 Batch: 00017.06.2024

Account Number	Vendor	Description	Date	Amount	PO No
001-0000-10407-00	Amanda Jennings	Cell Phone Allowance - AJennings	05/31/2024	15.00	
001-0000-10407-00	Stratus Networks, Inc	06/24 Service Acct# 7483	06/11/2024	487.84	
001-0000-10407-00	Stoneleaf Nursery	Misc Trees/Bushes - Llibrary	06/11/2024	1,506.39	
001-0000-10701-00	Supreme Radio Communications, In	Annual Enterprise video license fee 27 body cameras and 2 in car	06/11/2024	966.86	0000092725
001-0000-10801-00	Map Automotive of Peoria	Batteries	06/11/2024	369.00	
001-0000-10801-00	Napa Auto Parts	Lens	06/11/2024	13.78	
001-0000-10801-00	Valley Distribution Corp.	Engine Oil	05/31/2024	876.70	
001-0000-10802-00	Herr Petroleum Corp	5800 Gal Reg N/L ETH	06/11/2024	16,330.32	0000092634
001-0000-20102-00	Brightspeed	05/24 Service Acct#304035525	06/11/2024	1,566.88	
001-0000-20102-00	Stratus Networks, Inc	06/24 Service Acct# 7382	06/11/2024	1,204.45	
001-0000-22007-00	Illinois State Police	05/24 - Offender Registration Fund	06/11/2024	20.00	
Subtotal for Divison: 0000				23,357.22	
001-0105-54000-00	Dwight White	Cell Phone Allowance	05/31/2024	30.00	
001-0105-54000-00	Bradley Hix	Cell Phone Allowance	05/31/2024	30.00	
001-0105-54000-00	Heather Acerra	Cell Phone Allowance	05/31/2024	30.00	
001-0105-54000-00	Steve Cheesman	Cell Phone Allowance	05/31/2024	30.00	
001-0105-61000-00	Office Specialists, Inc.	Markers, Paper, Easel Display	06/11/2024	205.54	
001-0105-61000-00	Office Specialists, Inc.	Flip Chart Marker	06/11/2024	11.60	
001-0105-61000-00	Office Specialists, Inc.	Easel Paper	06/11/2024	94.08	
Subtotal for Divison: 0105				431.22	
001-0110-54000-00	Eric Hanson	Cell Phone Allowance	05/31/2024	30.00	
001-0110-54000-00	Kristin Robinson	Cell Phone Allowance	05/31/2024	30.00	
001-0110-54000-00	Cathy St George	Cell Phone Allowance	05/31/2024	30.00	
Subtotal for Divison: 0110				90.00	
001-0115-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	55.50	
001-0115-54000-00	Kelli Bennewitz	Cell Phone Allowance	05/31/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
				Subtotal for Divison: 0115	85.50
001-0120-54000-00	Janet Lytle	Cell Phone Allowance	05/31/2024	30.00	
001-0120-54000-00	Jessica Pease	Cell Phone Allowance	05/31/2024	30.00	
				Subtotal for Divison: 0120	60.00
001-0205-51000-00	US Sterling Capital Corp., Inc.	American Metro Bank	06/11/2024	122.30	
001-0205-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	87.13	
001-0205-51000-00	Great Eastern Mgmt., Inc.	Newbank	06/11/2024	59.18	
001-0205-54000-00	Denise Hensley	Cell Phone Allowance	05/31/2024	30.00	
001-0205-54000-00	Tifani Miller	Cell Phone Allowance	05/31/2024	30.00	
001-0205-54000-00	Tanya Billeter	Cell Phone Allowance	05/31/2024	30.00	
001-0205-54000-00	Sharon Heiden	Cell Phone Allowance	05/31/2024	30.00	
001-0205-54000-00	Bobbi Chockley	Cell Phone Allowance	05/31/2024	30.00	
001-0205-61000-00	Allegra Print & Imaging	Security Checks	06/11/2024	395.32	
				Subtotal for Divison: 0205	813.93
001-0207-54000-00	Cameron Lemaster	Cell Phone Allowance	05/31/2024	30.00	
001-0207-54000-00	Orlando Lucero	Cell Phone Allowance	05/31/2024	30.00	
001-0207-54000-00	Kerzi Peterson	Cell Phone Allowance	05/31/2024	30.00	
				Subtotal for Divison: 0207	90.00
001-0305-54000-00	Stephen Gugliotta	Cell Phone Allowance	05/31/2024	30.00	
				Subtotal for Divison: 0305	30.00
001-0306-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	7.50	
001-0306-54000-00	Robert Elsbury	Cell Phone Allowance	05/31/2024	30.00	
001-0306-54000-00	Eric Heiden	Cell Phone Allowance	05/31/2024	30.00	
001-0306-54000-00	Tammera Matejewski	Cell Phone Allowance	05/31/2024	30.00	
001-0306-54000-00	Daniel Koerner	Cell Phone Allowance	05/31/2024	30.00	
001-0306-54000-00	Richard Slagel	Cell Phone Allowance	05/31/2024	30.00	
001-0306-54500-00	ILLOWA	ILLOWA Training & Lunch - EHeiden, RSlagel, RSpeidel, RElsbury	06/11/2024	80.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 1049-1055 Grand Ave	06/11/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 206 Cottage Ave	06/11/2024	120.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 70 Phillips St	06/11/2024	70.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 212 Cottage Ave	06/11/2024	100.00	
001-0306-55400-00	Kendall Zimmerman	Mowing Fee - 3115 winchester Circle	06/11/2024	100.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 515 Day St	06/11/2024	70.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 450 Maple Ave	06/11/2024	100.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 1519 Bateman St	06/11/2024	100.00	
001-0306-55400-00	Kendall Zimmerman	Call Out Fee - 269 N Seminary St	06/11/2024	50.00	
001-0306-55400-00	Kendall Zimmerman	Removal/Disposal Debris/Trash - 1054 S Academy St	06/11/2024	100.00	
		Subtotal for Divison: 0306		<u>1,097.50</u>	
001-0410-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	7.50	
001-0410-54000-00	Jamie West	Cell Phone Allowance	05/31/2024	30.00	
001-0410-54000-00	Matthew Kirgan	Cell Phone Allowance	05/31/2024	30.00	
001-0410-54000-00	Aaron Gavin	Cell Phone Allowance	05/31/2024	30.00	
001-0410-54000-00	Michael Doi	Cell Phone Allowance	05/31/2024	30.00	
001-0410-61000-00	Office Specialists, Inc.	Folders, Stick It Notes, Binder Clips, Pens	06/11/2024	30.69	
		Subtotal for Divison: 0410		<u>158.19</u>	
001-0445-54000-00	Myron Miller	Cell Phone Allowance	05/31/2024	30.00	
001-0445-55500-00	Heritage-Crystal Clean, LLC	Used Oil Pickup	06/11/2024	50.00	
001-0445-55500-00	Supreme Radio Communications, In	Installation of Antenna #600	06/11/2024	151.93	
001-0445-55500-00	Valley Distribution Corp.	Oil Core Charge	05/31/2024	20.00	
001-0445-55500-00	Valley Distribution Corp.	Def Fluid Core Charge	05/31/2024	20.00	
001-0445-55700-00	Royal Cleaning Services	06/24 Janitorial Services	06/11/2024	292.00	
001-0445-57500-00	Vestis	05/24 Service	06/11/2024	85.68	
001-0445-57500-00	Vestis	06/24 Service	06/11/2024	85.68	
001-0445-57500-00	Vestis	05/24 Service	06/11/2024	85.68	
001-0445-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	90.88	
001-0445-61000-00	Office Specialists, Inc.	Toner	06/11/2024	80.99	
001-0445-61000-00	Office Specialists, Inc.	Toner	06/11/2024	171.35	
001-0445-62500-00	Ford of Galesburg	Impact Liner #600	06/11/2024	211.65	
001-0445-62500-00	Alta Construction Equipment Illinois	Filter Kit #187	06/11/2024	442.61	
001-0445-62500-00	Advance Auto Parts	Filter Kit #170	06/11/2024	65.24	
001-0445-62500-00	Advance Auto Parts	Stud Kit #600	06/11/2024	5.19	
001-0445-62500-00	Advance Auto Parts	Oil Filter #163	06/11/2024	18.54	
001-0445-62500-00	Nichols Diesel Service, Inc	Oil Filter #163	06/11/2024	21.13	
001-0445-62500-00	PAFCO Truck Bodies Inc	Bracket #600	06/11/2024	149.23	
001-0445-62500-00	PAFCO Truck Bodies Inc	Mounting Kit #600	06/11/2024	234.00	
001-0445-63000-00	Batterton Auto Supply	Pail Pump	06/11/2024	134.95	
		Subtotal for Divison: 0445		<u>2,446.73</u>	
001-0450-54000-00	Marc McMahan	Cell Phone Allowance	05/31/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0450-54000-00	JR Knaack	Cell Phone Allowance	05/31/2024	30.00	
001-0450-54000-00	Justin McNaught	Cell Phone Allowance	05/31/2024	30.00	
001-0450-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	40.00	
001-0450-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	75.00	
001-0450-55700-00	Galesburg Electric, Inc.	Generators	06/11/2024	199.95	
001-0450-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	146.80	
001-0450-62500-00	Mutual Wheel Co., Inc.	Rear Spring #130	06/11/2024	655.23	
001-0450-62500-00	Napa Auto Parts	License Lamp #140	06/11/2024	8.19	
001-0450-62500-00	Mutual Wheel Co., Inc.	U Bolt #130	06/11/2024	106.24	
001-0450-62500-00	Advance Auto Parts	Filter Kit #140	06/11/2024	115.82	
001-0450-62500-00	Advance Auto Parts	Brake Pads #140	06/11/2024	37.69	
001-0450-62500-00	Advance Auto Parts	Mudflaps #101	06/11/2024	28.48	
001-0450-62500-00	Advance Auto Parts	Oil Filter #130	06/11/2024	32.54	
001-0450-63500-00	Stoneleaf Nursery	Misc Trees/Bushes - Llibrary	06/11/2024	1,818.57	
001-0450-63500-00	Martenson Turf Products, Inc.	Mix MTP24-301	06/11/2024	945.00	
001-0450-65000-00	Office Specialists, Inc.	Towels	06/11/2024	143.02	
001-0450-65500-00	Martin Equipment of Illinois, Inc.	2 new wheels for street equipment	06/11/2024	1,605.22	0000092740
001-0450-65500-00	Martin Equipment of Illinois, Inc.	2 new wheels for street equipment	06/11/2024	4,148.42	0000092740
001-0450-65500-00	Galesburg Welding, Inc	18x30x1/8 Alum for Bucket Truck	06/11/2024	77.38	
001-0450-66000-00	FlagsUSA	Flags	06/11/2024	71.62	
Subtotal for Divison: 0450				10,345.17	
001-0505-51000-00	Stephen L Woody	05/24 Polygraph Service	06/11/2024	150.00	
Subtotal for Divison: 0505				150.00	
001-0510-52300-00	West Central FS, Inc	LP 72.4 Gal	06/11/2024	144.08	
001-0510-54000-00	Kyle A Winbigler	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Ryne Sage	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Patrick Kisler	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Anthony Oligney-Estill	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Jason Shaw	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Magdalene Semington	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Steffanie Cromien	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Bryan Anderson	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Russell Idle	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Christopher Hootman	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Kevin Legate	Cell Phone Allowance	05/31/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0510-54000-00	Mark McLaughlin	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54000-00	Lane Mings	Cell Phone Allowance	05/31/2024	30.00	
001-0510-54500-00	Cameron Woodbury	Meals - MCTC HWY Drug Investigation -Johnston IA- CWoodbury	06/11/2024	123.00	
001-0510-55800-00	Supreme Radio Communications, Inc	Annual Enterprise video license fee 27 body cameras and 2 in car	06/11/2024	4,834.30	0000092725
001-0510-61000-00	Office Specialists, Inc.	Toner	06/11/2024	109.17	
001-0510-62500-00	Ford of Galesburg	Shock Absorbers #22	06/11/2024	238.90	
001-0510-62500-00	Advance Auto Parts	Brake Pads #29	06/11/2024	51.99	
001-0510-85053-00	J.P. Benbow, Inc.	IT Room AC Switch Repaired	06/11/2024	112.00	
Subtotal for Divison: 0510				6,003.44	
001-0525-54700-00	Grant Morris	05/24 - Mileage Reimbursement - GMorris	06/11/2024	102.18	
Subtotal for Divison: 0525				102.18	
001-0550-54000-00	Amanda Jennings	Cell Phone Allowance	05/31/2024	15.00	
001-0550-54000-00	Joshua Simons	Cell Phone Allowance	05/31/2024	30.00	
001-0550-54000-00	Raymundo Martinez	Cell Phone Allowance	05/31/2024	30.00	
001-0550-67500-00	Midwest Uniform Supply, Inc	Shirts - ETerrill	06/11/2024	120.72	
Subtotal for Divison: 0550				195.72	
001-0605-51000-00	David McIntyre	Numbering 53 & 61	06/11/2024	450.00	
001-0605-54000-00	Randy Hovind	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54000-00	Jennifer Moser	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54000-00	Donald Brackett	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54000-00	David Farrell	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54000-00	John Seitz	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54000-00	Derek Perry	Cell Phone Allowance	05/31/2024	30.00	
001-0605-54500-00	University of Illinois	Class - Adv Technician FF/NFPA FF II - Champaign II - KMcGee	06/11/2024	900.00	
001-0605-54500-00	University of Illinois	Class - Adv Technician FF/NFPA FF II - Champaign II - TYocum	06/11/2024	900.00	
001-0605-54500-00	University of Illinois	Class - Adv Technician FF/NFPA FF II - Champaign II - DWells	06/11/2024	900.00	
001-0605-54500-00	University of Illinois	Class - Adv Technician FF/NFPA FF II - Champaign II - DCertified	06/11/2024	900.00	
001-0605-54500-00	University of Illinois	Class - Adv Technician FF/NFPA FF II - Champaign II - NMorrissey	06/11/2024	900.00	
001-0605-54500-00	University of Illinois	Class - Fire Dept Incident Safety Officer - Kewanee II - DPerry	06/11/2024	700.00	
001-0605-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	55.00	
001-0605-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	55.00	
001-0605-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	55.00	
001-0605-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	55.00	
001-0605-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	50.00	
001-0605-62500-00	Legacy Fire Apparatus	Repair of Turnbuckle	06/11/2024	315.00	

Account Number	Vendor	Description	Date	Amount	PO No
001-0605-62500-00	Alexis Fire Equipment Co., Inc.	Bulb	06/11/2024	33.34	
001-0605-65000-00	Office Specialists, Inc.	Dryer Sheets	06/11/2024	17.16	
001-0605-65000-00	Office Specialists, Inc.	Spray Bottles, Triggers, Paper Towles, Disinfectant Wipes	06/11/2024	96.69	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	06/11/2024	73.76	
001-0605-65000-00	Office Specialists, Inc.	Toilet Cleaner, Dish Soap	06/11/2024	109.89	
001-0605-65000-00	Office Specialists, Inc.	Paper Towels	06/11/2024	47.51	
001-0605-65000-00	Office Specialists, Inc.	Laundry Detergent	06/11/2024	148.13	
001-0605-66000-00	Howe Overhead Doors, Inc.	Serviced Door & Operator, Replaced Receiver & Remotes	06/11/2024	445.00	
001-0605-66000-00	FlagsUSA	Flags	06/11/2024	1,118.69	
001-0605-66500-00	Alexis Fire Equipment Co., Inc.	Pac Handlelok, Jumbo Lok	06/11/2024	1,059.24	
001-0605-66500-00	Galesburg Electric, Inc.	Power Supply	06/11/2024	101.48	
001-0605-66500-00	Galesburg Electric, Inc.	Tool Kit	06/11/2024	807.88	
001-0605-66500-00	Witmer Public Safety Group	Hydrant Bag	06/11/2024	183.30	
001-0605-66500-00	Sub-Aquatics Inc	Wrench	06/11/2024	128.34	
001-0605-67500-00	Midwest Uniform Supply, Inc	Shirts, Hat - JSaathoff	06/11/2024	215.20	
001-0605-67500-00	Municipal Emergency Services, Inc	Bunker Boot	06/11/2024	650.00	
001-0605-68500-00	Linde Gas & Equipment Inc	Oxygen Delivery	06/11/2024	330.26	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	06/11/2024	131.00	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	06/11/2024	137.46	
001-0605-68600-00	Office Specialists, Inc.	Nitrile Gloves	06/11/2024	65.50	
Subtotal for Divison: 0605				12,314.83	
Subtotal for Fund 001				57,771.63	
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	370.13	0000092616
011-0000-66000-00	Tickle Asphalt Co., Ltd.	2024 Supply of Asphalt	06/11/2024	677.25	0000092611
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	1,662.00	0000092616
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	1,281.13	0000092616
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	1,869.75	0000092616
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	1,800.50	0000092616
011-0000-66000-00	Tickle Asphalt Co., Ltd.	2024 Supply of Asphalt	06/11/2024	762.00	0000092611
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	969.50	0000092616
011-0000-66000-00	Roanoke Concrete Products Co	2024 Supply of Concrete	06/11/2024	1,315.75	0000092616
Subtotal for Divison: 0000				10,708.01	
Subtotal for Fund 011				10,708.01	

Account Number	Vendor	Description	Date	Amount	PO No
013-0000-55500-00	Springfield Mass Transit District	Engine repairs to fixed route bus 470	05/31/2024	7,378.53	0000092743
013-0000-76000-00	Farnsworth Group, Inc.	Construction Admin Services - HT Custer Park Renovations	06/11/2024	5,776.33	0000092502
013-0000-76000-00	Brandt Construction Co	Lancaster Park Renovations	06/11/2024	78,365.00	0000092646
		Subtotal for Divison: 0000		<u>91,519.86</u>	
		Subtotal for Fund 013		<u>91,519.86</u>	
014-0000-55700-00	Liqui-Green Lawn & Tree Care	Prepay Spring/Summer/Fall Applications Cust # 7987	06/11/2024	427.50	
014-0000-64500-00	Grainger, Inc.	Relay	06/11/2024	11.24	
014-0000-64500-00	Ennis-Flint Inc	White Build, Yellow Hi Build	06/11/2024	310.00	
014-0000-64500-00	Davies Imperial Coatings, Inc	Yellow traffic paint for Traffic Division 2024	06/11/2024	3,811.50	0000092713
014-0000-64500-00	Davies Imperial Coatings, Inc	White traffic paint for Traffic Division 2024	06/11/2024	15,048.00	0000092713
014-0000-64500-00	Vulcan, Inc.	Street Marker Blanks	06/11/2024	2,373.50	
014-0000-66000-00	Galesburg Electric, Inc.	Lights	06/11/2024	390.00	
014-0000-66000-00	Galesburg Builders Supply, Inc	Reinf Bars	06/11/2024	70.00	
014-0000-66000-00	Tazewell County Asphalt Co, Inc	Bituminous Surface MPL	06/11/2024	2,679.04	
		Subtotal for Divison: 0000		<u>25,120.78</u>	
		Subtotal for Fund 014		<u>25,120.78</u>	
016-0000-54000-00	Andrew Swanson	Cell Phone Allowance	05/31/2024	30.00	
016-0000-54000-00	Travis Smith	Cell Phone Allowance	05/31/2024	30.00	
016-0000-54000-00	Timothy Spitzer	Cell Phone Allowance	05/31/2024	30.00	
016-0000-54000-00	Paul Vannaken	Cell Phone Allowance	05/31/2024	30.00	
016-0000-54000-00	Michael Ingles	Cell Phone Allowance	05/31/2024	30.00	
016-0000-54000-00	Allison Buccalo	Cell Phone Allowance	05/31/2024	30.00	
		Subtotal for Divison: 0000		<u>180.00</u>	
		Subtotal for Fund 016		<u>180.00</u>	
018-0000-10701-00	Mission Communications, LLC	01/25 - 06/25 Service Package	06/11/2024	313.00	
018-0000-55500-00	Mission Communications, LLC	06/24 - 12/24 Service Package	06/11/2024	313.00	
018-0000-55500-00	Ratliff Brothers & Co., Inc.	Pull Pump	06/11/2024	880.00	
018-0000-65500-00	Zarnoth Brush Works, Inc	Poly Tube K Broom, Gutter Brooms	06/11/2024	2,478.00	
		Subtotal for Divison: 0000		<u>3,984.00</u>	
		Subtotal for Fund 018		<u>3,984.00</u>	



Account Number	Vendor	Description	Date	Amount	PO No
019-0000-20102-00	Stratus Networks, Inc	06/24 Service Acct# 7382	06/11/2024	278.30	
019-0000-20102-00	Brightspeed	05/24 Service Acct#304035525	06/11/2024	530.40	
		Subtotal for Divison: 0000		<u>808.70</u>	
019-1905-51000-00	Amilia Technologies USA Inc.	05/24 Subscription	06/11/2024	682.99	
019-1905-54000-00	Angela Buchen	Cell Phone Allowance	05/31/2024	30.00	
019-1905-54000-00	Hannah Johnson	Cell Phone Allowance	05/31/2024	30.00	
019-1905-54000-00	Don Miles	Cell Phone Allowance	05/31/2024	30.00	
019-1905-55000-00	Leif Erickson	CDL Renewal Reimbursement - ELeif	06/11/2024	30.00	
019-1905-55800-00	Amilia Technologies USA Inc.	05/24 Subscription	06/11/2024	499.00	
019-1905-59511-00	Galesburg Tourism Fund	05/24 Tourism Agreement	06/11/2024	15,833.33	
019-1905-59511-00	Galesburg Tourism Fund	06/24 - Marketing Payment	06/11/2024	2,500.00	
019-1905-59528-00	Galesburg Community Foundation	04/24 2% Hotel/Motel Taxes	06/11/2024	27,594.77	
019-1905-61700-00	Galesburg Electric, Inc.	Conduit Installation Supplies	06/11/2024	155.52	
		Subtotal for Divison: 1905		<u>47,385.61</u>	
019-1910-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	50.00	
019-1910-55700-00	First Glass, Inc.	Removal of Sneeze Guards	06/11/2024	375.00	
019-1910-55700-00	Galesburg Electric, Inc.	Lights, Connectors	06/11/2024	22.56	
019-1910-65000-00	Office Specialists, Inc.	Degreaser	06/11/2024	23.83	
019-1910-66000-00	Sherwin Williams Co.	Paint, Misc Paint Supplies	06/11/2024	62.48	
019-1910-66000-00	FlagsUSA	Flags	06/11/2024	57.98	
		Subtotal for Divison: 1910		<u>591.85</u>	
019-1911-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	65.00	
019-1911-57500-00	Vestis	05/24 Service	06/11/2024	26.70	
019-1911-57500-00	Vestis	05/24 Service	06/11/2024	26.70	
019-1911-57500-00	Vestis	06/24 Service	06/11/2024	26.70	
019-1911-65000-00	Office Specialists, Inc.	Paper Towles	06/11/2024	144.52	
019-1911-65000-00	Office Specialists, Inc.	Toilet Paper	06/11/2024	61.47	
019-1911-65000-00	Office Specialists, Inc.	Urinal Mat	06/11/2024	47.00	
019-1911-65000-00	Office Specialists, Inc.	Paper Towels	06/11/2024	82.40	
019-1911-66000-00	FlagsUSA	Flags	06/11/2024	136.42	
		Subtotal for Divison: 1911		<u>616.91</u>	
019-1915-54000-00	Michael Markley	Cell Phone Allowance	05/31/2024	30.00	
019-1915-54000-00	Aaron Young	Cell Phone Allowance	05/31/2024	30.00	
019-1915-54000-00	Jason Asbury	Cell Phone Allowance	05/31/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-55500-00	Martin, Inc	Freight for TCA21759 #539	06/11/2024	35.00	
019-1915-55700-00	Liqui-Green Lawn & Tree Care	Prepay Spring/Summer/Fall Applications Cust # 7986	06/11/2024	897.75	
019-1915-55700-00	Liqui-Green Lawn & Tree Care	Prepay Spring/Summer/Fall Applications Cust # 8367	06/11/2024	2,012.10	
019-1915-55700-00	Liqui-Green Lawn & Tree Care	Prepay Spring/Summer/Fall Applications Cust # 8349	06/11/2024	111.15	
019-1915-55700-00	Lambasio, Inc.	Installation of Locking Toilet Paper Dispenser, Screws	06/11/2024	344.30	
019-1915-55700-00	Johnson Controls Security Solutions	Service Credit Cust# 01300 115404891	06/11/2024	-126.34	
019-1915-55700-00	Lambasio, Inc.	Repair of Urinal	06/11/2024	110.00	
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - 1 Handwashing Station. One Day R	06/11/2024	65.00	0000092636
019-1915-56000-00	Terry Allen, Inc	Bersie Williams Area - Toilet Rental - 1 Regular Unit. One Day	06/11/2024	65.00	0000092636
019-1915-56000-00	Terry Allen, Inc	Peck Park - Toilet Rental - 1 Regular Unit 4/1/24-10/31/24	06/11/2024	120.00	0000092636
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - Toilet Rental - 7 Regular Units.	06/11/2024	455.00	0000092636
019-1915-56000-00	Terry Allen, Inc	Fishing Derby - Lincoln Park - Toilet Rental - 1 Handicapped Uni	06/11/2024	90.00	0000092636
019-1915-57500-00	Vestis	06/24 Service	06/11/2024	74.86	
019-1915-57500-00	Vestis	05/24 Service	06/11/2024	74.86	
019-1915-57500-00	Vestis	05/24 Service	06/11/2024	74.86	
019-1915-61000-00	Office Specialists, Inc.	Rubberbands	06/11/2024	9.70	
019-1915-61000-00	Office Specialists, Inc.	Return Copy Paper	06/11/2024	-60.95	
019-1915-62500-00	Scott Equipment, LLC	2 Cycle Oil	06/11/2024	66.00	
019-1915-62500-00	Martin, Inc	CapScrews #515	06/11/2024	17.90	
019-1915-62500-00	Pomp's Tire - Galesburg	Tire #522	06/11/2024	127.50	
019-1915-62500-00	Martin, Inc	Blades #541	06/11/2024	242.37	
019-1915-62500-00	Napa Auto Parts	Hydraulic Filter #541	06/11/2024	19.19	
019-1915-62500-00	Martin, Inc	Seal #541	06/11/2024	16.10	
019-1915-62500-00	Martin, Inc	Temp Switch #515	06/11/2024	131.47	
019-1915-62500-00	Midstate Manufacturing, Inc.	Hose #525	06/11/2024	72.42	
019-1915-62500-00	Martin, Inc	Spindles, Solenoid #541	06/11/2024	812.15	
019-1915-62510-00	Herr Petroleum Corp	664.1 Gal Diesel #2, 753.1 Gal Unleaded Ethanol	06/11/2024	4,198.33	0000092628
019-1915-65000-00	Office Specialists, Inc.	Hand Soap	06/11/2024	143.02	
019-1915-65000-00	Office Specialists, Inc.	Rubber bands, Soap	06/11/2024	237.49	
019-1915-66000-00	Galesburg Electric, Inc.	Lights, Recycle Lights	06/11/2024	88.10	
019-1915-66000-00	Galesburg Electric, Inc.	Lights, Batteries, Tape, Lamp	06/11/2024	276.22	
019-1915-66000-00	Galesburg Electric, Inc.	Lights, Wires, Test Lead DMM Set	06/11/2024	1,253.54	
019-1915-66000-00	Galesburg Electric, Inc.	Lights	06/11/2024	145.19	
019-1915-66000-00	Galesburg Electric, Inc.	Breakers, Covers	06/11/2024	50.91	
019-1915-66000-00	FlagsUSA	Flags	06/11/2024	767.39	
019-1915-66500-00	Scott Equipment, LLC	Cordless Blower	06/11/2024	300.00	
019-1915-66500-00	ULINE	55 Gal Steel Drum Dolly	06/11/2024	96.83	

Account Number	Vendor	Description	Date	Amount	PO No
019-1915-66500-00	Batterton Auto Supply	Tire Patch Supplies	06/11/2024	116.54	
019-1915-68500-00	Hawkins, Inc	Misc Chemicals	06/11/2024	2,352.44	
Subtotal for Divison: 1915				<u>15,973.39</u>	
019-1920-54000-00	Bryan Luedtke	Cell Phone Allowance	05/31/2024	30.00	
019-1920-55500-00	M&M Golf Cars, LLC	Replaced Bent A-Plate, Aligned Steering	06/11/2024	203.09	
019-1920-55700-00	Johnson Controls Security Solutions	06/24 - 08/24 - Quarterly Billing Cust# 01300 115406615	06/11/2024	900.67	
019-1920-55700-00	Meyer Landscape & Design Inc	Design and installation of new entrance sign and landscaping at	06/11/2024	21,158.68	0000092731
019-1920-55700-00	Johnson Controls Security Solutions	Duplicate Credit Repayment - Cust# 01300 115404891	06/11/2024	320.53	
019-1920-57500-00	Vestis	05/24 Service	06/11/2024	58.23	
019-1920-57500-00	Vestis	05/24 Service	06/11/2024	58.23	
019-1920-57500-00	Vestis	06/24 Service	06/11/2024	58.23	
019-1920-62510-00	Herr Petroleum Corp	201.9 Gal Diesel #2, 236.8 Gal Unleaded Ethanol	06/11/2024	1,299.61	0000092629
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Rebate	06/11/2024	-49.99	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Winpro, Algaecide	06/11/2024	907.48	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Fall 22 Early Order Program	06/11/2024	-349.20	
019-1920-63500-00	HERITAGE LANDSCAPE SUPPLY	Trimec Bent Grass	06/11/2024	146.35	
019-1920-64000-00	Proud Company LLC	Shirts	06/11/2024	638.90	
019-1920-64000-00	HORNUNG'S GOLF PRODUCTS, I	Gloves, Grips	06/11/2024	1,091.70	
019-1920-64125-00	Butch's Pizza Inc.	Misc Pizzas	06/11/2024	66.00	
019-1920-64125-00	Butch's Pizza Inc.	Misc Pizzas	06/11/2024	60.50	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	06/11/2024	1,103.00	
019-1920-64125-00	Atlantic Coca-Cola	Misc Concessions	06/11/2024	696.40	
019-1920-64125-00	SCNS SPORTS FOODS	Misc Concessions	06/11/2024	137.60	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	06/11/2024	119.60	
019-1920-64125-00	Smithfield Direct, LLC	Misc Concessions	06/11/2024	128.70	
019-1920-66000-00	Lacky Monument Co.	Bunker Links Pavers 5 Names	06/11/2024	200.00	
019-1920-76000-00	Sinacola LLC	Bunker Links Hole 15 Bridge Replacement	06/11/2024	22,155.00	0000092650
019-1920-88300-00	M&M Golf Cars, LLC	04/24 Lease Payment	06/11/2024	533.34	
Subtotal for Divison: 1920				<u>51,672.65</u>	
019-1925-56000-00	Terry Allen, Inc	Campground - Toilet Rental - 4 Regular Units 4/11/24 - 10/14/24.	06/11/2024	240.00	0000092636
019-1925-64000-00	Baxter's Firewood & Mulch	Firewood Bundles	06/11/2024	1,500.00	
Subtotal for Divison: 1925				<u>1,740.00</u>	
019-1930-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	85.20	
019-1930-64125-00	Atlantic Coca-Cola	Misc Concessions	06/11/2024	94.20	
019-1930-65000-00	Office Specialists, Inc.	Toilet Cleaner	06/11/2024	46.13	

Account Number	Vendor	Description	Date	Amount	PO No
Subtotal for Divison: 1930				225.53	
019-1935-55700-00	Johnson Controls Security Solutions	Annual Service Charge Cust# 01300 115405550	06/11/2024	669.47	
019-1935-55700-00	Johnson Controls Security Solutions	Credit - Annual Service Charge Cust# 01300 115405550	06/11/2024	-550.45	
019-1935-57500-00	Vestis	05/24 Service	06/11/2024	454.48	
019-1935-57500-00	Vestis	06/24 Service	06/11/2024	454.48	
019-1935-57500-00	Vestis	05/24 Service	06/11/2024	454.48	
019-1935-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	86.89	
Subtotal for Divison: 1935				1,569.35	
019-1940-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	55.89	
019-1940-61000-00	Office Specialists, Inc.	Copy Paper, Clips, Paper	06/11/2024	65.28	
Subtotal for Divison: 1940				121.17	
019-1950-55700-00	J.P. Benbow, Inc.	Install new high tensel strength concrete pad as per quote	06/11/2024	3,370.00	0000092686
019-1950-55700-00	J.P. Benbow, Inc.	Remove and Replace Filtration Pump and Motor at Lakeside Pool as	06/11/2024	51,094.00	0000092686
019-1950-59300-00	UniFirst First Aid Corp	Refill of First Aid Supplies	06/11/2024	277.67	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions Supplies	06/11/2024	76.95	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions Supplies	06/11/2024	3,454.04	
019-1950-64125-00	Gold Medal - Central Illinois, LLC	Misc Concessions Supplies	06/11/2024	1,400.00	
019-1950-65000-00	Office Specialists, Inc.	Disinfectant Cleaner	06/11/2024	60.89	
019-1950-66000-00	Galesburg Builders Supply, Inc	Caulk	06/11/2024	406.80	
019-1950-68500-00	Hawkins, Inc	Misc Chemicals	06/11/2024	1,679.99	
Subtotal for Divison: 1950				61,820.34	
019-1965-51000-00	Lacky Monument Co.	Date of Passing - 2 People	06/11/2024	400.00	
019-1965-54000-00	Roger Darst	Cell Phone Allowance	05/31/2024	30.00	
019-1965-57500-00	Vestis	05/24 Service	06/11/2024	39.44	
019-1965-57500-00	Vestis	06/24 Service	06/11/2024	39.44	
019-1965-57500-00	Vestis	05/24 Service	06/11/2024	39.44	
019-1965-61000-00	Office Specialists, Inc.	Copy Paper	06/11/2024	46.99	
019-1965-62500-00	Midstate Manufacturing, Inc.	Hose #588	06/11/2024	108.89	
019-1965-62500-00	Scott Equipment, LLC	Tire Assy #585	06/11/2024	332.00	
019-1965-62510-00	Herr Petroleum Corp	179.1 Gal Diesel #2	06/11/2024	511.59	0000092630
019-1965-66000-00	FlagsUSA	Flags	06/11/2024	467.25	
Subtotal for Divison: 1965				2,015.04	
019-1975-54000-00	Cris Fones	Cell Phone Allowance	05/31/2024	30.00	

Account Number	Vendor	Description	Date	Amount	PO No
019-1975-62500-00	Advance Auto Parts	Filter Kit #144	06/11/2024	95.35	
019-1975-63500-00	Martenson Turf Products, Inc.	Mix MTP24-301	06/11/2024	472.50	
		Subtotal for Divison: 1975		<u>597.85</u>	
		Subtotal for Fund 019		<u><u>185,138.39</u></u>	
020-0000-20102-00	Brightspeed	05/24 Service Acct#304035525	06/11/2024	65.75	
020-0000-37100-00	EAA Chapter 1643	Reimbursement for Overpayment on AED for Airport	06/11/2024	149.00	
020-0000-55500-00	Alta Construction Equipment Illinois	Changed Service Interval #507	06/11/2024	987.47	
020-0000-55500-00	Alta Construction Equipment Illinois	Update Service Pack, Changed Service Interval #357	06/11/2024	872.23	
020-0000-55700-00	Howe Overhead Doors, Inc.	Serviced Door & Operator Replaced Cable & Fittings	06/11/2024	722.00	
020-0000-62500-00	Valley Distribution Corp.	Def Fluid	05/31/2024	335.50	
020-0000-62510-00	Herr Petroleum Corp	625.9 Gal Diesel	06/11/2024	1,787.87	0000092631
020-0000-64500-00	Davies Imperial Coatings, Inc	Yellow traffic paint for Airport Division 2024	06/11/2024	15,246.00	0000092713
020-0000-66500-00	ULINE	55 Gal Steel Drum Dolly	06/11/2024	96.83	
		Subtotal for Divison: 0000		<u>20,262.65</u>	
		Subtotal for Fund 020		<u><u>20,262.65</u></u>	
021-0000-54500-00	Kyle Bumphrey	Tuition -Incident Safety Officer-Champaign Il- 24-17- KBumphrey	06/11/2024	500.00	
021-0000-68600-00	Municipal Emergency Services, Inc	Lifting Straps & Case 24-08	06/11/2024	200.09	
		Subtotal for Divison: 0000		<u>700.09</u>	
		Subtotal for Fund 021		<u><u>700.09</u></u>	
024-0000-83100-00	Larson Family Real Estate, LLLP	01/24 - 03/24 - Sales Tax Rebate	06/11/2024	5,900.73	
		Subtotal for Divison: 0000		<u>5,900.73</u>	
		Subtotal for Fund 024		<u><u>5,900.73</u></u>	
030-0000-20102-00	Brightspeed	05/24 Service Acct#304035525	06/11/2024	191.83	
030-0000-20102-00	Stratus Networks, Inc	06/24 Service Acct# 7382	06/11/2024	119.10	
		Subtotal for Divison: 0000		<u>310.93</u>	
030-0320-51500-00	WGIL/WAAG/WLSR, Inc.	05/24 Radio Ads	05/31/2024	200.00	
030-0320-54500-00	Kraig Boynton	Mileage - Monthly HSTP Meeting for PCOM's - KBoynton	06/11/2024	34.17	
030-0320-55500-00	J F Ahern	Annual Sprinkler Inspection	05/31/2024	127.64	
030-0320-55500-00	J F Ahern	Annual Fire Alarm Inspection	05/31/2024	294.75	

Account Number	Vendor	Description	Date	Amount	PO No
030-0320-55700-00	Howe Overhead Doors, Inc.	West End Door - Installation of Operator & Rail	05/31/2024	1,100.00	
030-0320-55800-00	K COM Technologies, Inc	Replaced & Installed Camera Wall Mounts	06/11/2024	1,065.00	
030-0320-62500-00	Napa Auto Parts	Return Belt	05/31/2024	-8.70	
030-0320-62500-00	Napa Auto Parts	Belt	05/31/2024	82.29	
030-0320-62500-00	Napa Auto Parts	Tensioner Assy, Pulley, Belt	05/31/2024	101.77	
030-0320-62500-00	Napa Auto Parts	Electrical Connector, Capsules	06/11/2024	72.87	
030-0320-62500-00	Napa Auto Parts	Bar Frame Bushing, Sway Bar Link, Shock Absorber	05/31/2024	153.95	
030-0320-62510-00	Herr Petroleum Corp	273 Gal Unleaded Ethanol	06/11/2024	751.17	0000092627
030-0320-62510-00	Herr Petroleum Corp	277 Gal Unleaded Ethanol	05/31/2024	779.92	0000092627
030-0320-62510-00	Herr Petroleum Corp	264.5 Gal Unleaded Ethanol	05/31/2024	783.33	0000092627
030-0320-62510-00	Herr Petroleum Corp	246.4 Gal Unleaded Ethanol	05/31/2024	693.77	0000092627
030-0320-62510-00	Herr Petroleum Corp	316 Gal Unleaded Ethanol	05/31/2024	935.86	0000092627
030-0320-65500-00	Napa Auto Parts	Thermometer Oversized Dial	05/31/2024	10.93	
030-0320-65500-00	Batterton Auto Supply	Balancing Beads	06/11/2024	139.20	
Subtotal for Divison: 0320				7,317.92	
030-0370-51500-00	WGIL/WAAG/WLSR, Inc.	05/24 Radio Ads	05/31/2024	200.00	
030-0370-54000-00	Kraig Boynton	Cell Phone Allowance	05/31/2024	30.00	
030-0370-54500-00	Kraig Boynton	Mileage - Monthly HSTP Meeting for PCOM's - KBoynnton	06/11/2024	34.17	
030-0370-55500-00	Nichols Diesel Service, Inc	State & Fed Tests #2003	05/31/2024	58.50	
030-0370-55500-00	J F Ahern	Annual Sprinkler Inspection	05/31/2024	127.64	
030-0370-55500-00	J F Ahern	Annual Fire Alarm Inspection	05/31/2024	294.75	
030-0370-55700-00	American Pest Control Inc	05/24 Pest Service	05/31/2024	65.00	
030-0370-55700-00	American Pest Control Inc	05/24 Pest Service	05/31/2024	65.00	
030-0370-55800-00	K COM Technologies, Inc	Replaced & Installed Camera Wall Mounts	06/11/2024	1,065.00	
030-0370-57500-00	Cintas, Inc	05/24 Service	05/31/2024	155.32	
030-0370-57500-00	Cintas, Inc	05/24 Service	05/31/2024	274.29	
030-0370-61000-00	Office Specialists, Inc.	Correction Tape, Pens	05/31/2024	35.93	
030-0370-62500-00	Eastern Iowa Tire	Tires	05/31/2024	439.68	
030-0370-62500-00	O'Reilly Auto Parts	Gas Cylinders	05/31/2024	31.98	
030-0370-62500-00	Napa Auto Parts	Fuel Filter, Oil Filter	06/11/2024	154.90	
030-0370-62500-00	Eastern Iowa Tire	Tires	05/31/2024	677.55	
030-0370-62500-00	Napa Auto Parts	Blower Motor Resistor, Blower Mtr Assy Flan	06/11/2024	103.68	
030-0370-62510-00	Herr Petroleum Corp	590.2 Gal Diesel #2	05/31/2024	1,748.99	0000092627
030-0370-65500-00	Batterton Auto Supply	Balancing Beads	06/11/2024	139.20	
030-0370-65500-00	Advance Auto Parts	Lube, Fuel Filter	05/31/2024	8.56	
030-0370-65500-00	Advance Auto Parts	Retrun Fuel Filter	05/31/2024	-2.09	

Account Number	Vendor	Description	Date	Amount	PO No
030-0370-65500-00	Napa Auto Parts	Fitting	05/31/2024	2.39	
030-0370-65500-00	Napa Auto Parts	Coated Glass Tire	05/31/2024	116.72	
030-0370-65500-00	Napa Auto Parts	Meguiars Ult Compound	06/11/2024	29.98	
030-0370-65500-00	Napa Auto Parts	Compound	06/11/2024	7.99	
030-0370-65500-00	Napa Auto Parts	Electronic Cleaner	05/31/2024	14.49	
030-0370-65500-00	Napa Auto Parts	Purple Power	05/31/2024	38.99	
030-0370-65500-00	Napa Auto Parts	Fittings	05/31/2024	9.28	
030-0370-65500-00	Napa Auto Parts	Mandrel Set, Surface Cond Pad	06/11/2024	32.03	
030-0370-66500-00	Napa Auto Parts	Impact Socket	05/31/2024	21.81	
030-0370-66500-00	Napa Auto Parts	Grease Cart	05/31/2024	131.80	
030-0370-66500-00	Napa Auto Parts	Wheel Dolly	06/11/2024	150.99	
030-0370-66500-00	Napa Auto Parts	Air Hose	05/31/2024	39.99	
		Subtotal for Divison: 0370		<u>6,304.51</u>	
		Subtotal for Fund 030		<u><u>13,933.36</u></u>	
051-0000-66000-00	Liqui-Green Lawn & Tree Care	Prepay Spring/Summer/Fall Applications Cust # 8350	06/11/2024	1,282.50	
		Subtotal for Divison: 0000		<u>1,282.50</u>	
		Subtotal for Fund 051		<u><u>1,282.50</u></u>	
053-0000-55700-00	J.P. Benbow, Inc.	Remove and replace two 1.2M BTU outdoor pool heaters per bid spe	06/11/2024	51,743.00	0000092719
		Subtotal for Divison: 0000		<u>51,743.00</u>	
		Subtotal for Fund 053		<u><u>51,743.00</u></u>	
054-0000-63500-00	Stoneleaf Nursery	Misc Trees/Bushes	06/11/2024	542.04	
054-0000-83100-00	Lipanda Foudation	Urban Agriculture Incentive Lipanda Foundation	06/11/2024	4,409.85	0000092704
054-0000-83100-00	Greenlords Pharms LLC	Urban Agriculture Incentive - Greenlords Pharms	06/11/2024	1,147.58	0000092493
		Subtotal for Divison: 0000		<u>6,099.47</u>	
		Subtotal for Fund 054		<u><u>6,099.47</u></u>	
057-0000-61700-00	Southern Computer Warehouse	Computer	06/11/2024	719.54	
057-0000-61700-00	Southern Computer Warehouse	Computers	06/11/2024	1,474.70	
		Subtotal for Divison: 0000		<u>2,194.24</u>	

Account Number	Vendor	Description	Date	Amount	PO No
		Subtotal for Fund 057		<u>2,194.24</u>	
058-0000-66500-00	Birkeys Farm Store, Inc	Purchase of a Cub Cadet PROZ 972SDL Mower with trade in of old	06/11/2024	18,981.00	0000092741
		Subtotal for Divison: 0000		<u>18,981.00</u>	
		Subtotal for Fund 058		<u>18,981.00</u>	
059-0000-55700-00	Gunther Construction Co., a div. of U	Lake Storey Trail Widening & Resurfacing	06/11/2024	45,033.66	0000092714
		Subtotal for Divison: 0000		<u>45,033.66</u>	
		Subtotal for Fund 059		<u>45,033.66</u>	
061-0000-10701-00	IL Rural Water Assn.	01/25 - 07/25 - Membership	06/11/2024	231.25	
061-0000-20101-00	GROVER FUGATE	Refund Check 021821-000, 874 DAY ST	06/05/2024	6.34	
061-0000-20101-00	JUDY FULTON	Refund Check 065864-000, 945 DAYTON DR 3	05/30/2024	91.00	
061-0000-20101-00	DONALD GARRETT	Refund Check 066568-000, 1521 E NORTH ST	06/05/2024	64.08	
061-0000-20101-00	ERIN HARDIGAN	Refund Check 065153-000, 893 N PRAIRIE ST 4	06/05/2024	71.76	
061-0000-20101-00	LYNN CASTELLANO	Refund Check 009428-001, 268 N IVAN AVE	06/05/2024	20.40	
061-0000-20101-00	JUDITH GORHAM	Refund Check 051329-005, 412 N HENDERSON ST	05/30/2024	136.90	
061-0000-20101-00	JOSE GUTIERREZ	Refund Check 060759-001, 1183 S HENDERSON ST	06/05/2024	97.27	
061-0000-20101-00	ERIN GREEN	Refund Check 058846-000, 827 FLORENCE AVE	05/30/2024	69.21	
061-0000-20101-00	JONATHAN HANK	Refund Check 064168-000, 1425 W LOSEY ST	06/05/2024	37.77	
061-0000-20101-00	ELIZABETH BIRD	Refund Check 049964-000, 1798 WILLARD ST	06/05/2024	63.24	
061-0000-20101-00	EDMUND BETTS	Refund Check 067655-000, 1132 N CEDAR ST	06/05/2024	55.61	
061-0000-20101-00	VIKKI BECK	Refund Check 046162-001, 619 OHIO AVE	06/05/2024	35.46	
061-0000-20101-00	ANASTASIA BEETLER	Refund Check 060992-001, 682 BEECHER AVE LOWER	05/30/2024	36.79	
061-0000-20101-00	JAMARE BRITTON	Refund Check 066067-001, 2502 DANIEL DR SOUTH	05/30/2024	84.48	
061-0000-20101-00	MCS REAL ESTATE LLC	Refund Check 005091-193, 52 SILVER ST	05/30/2024	102.32	
061-0000-20101-00	LUIS MENDEZ	Refund Check 064863-001, 805 S FARNHAM ST	05/30/2024	77.06	
061-0000-20101-00	ANGELICA GAMEZ	Refund Check 059069-000, 386 HAWKINSON AVE	05/30/2024	67.37	
061-0000-20101-00	LOIS HALL	Refund Check 067496-000, 365 S WHITESBORO ST	06/05/2024	142.37	
061-0000-20101-00	CHAD GALYEAN	Refund Check 007256-002, 470 E THIRD ST	05/30/2024	40.41	
061-0000-20101-00	MARY KARLOVICH	Refund Check 011146-000, 506 JANICE LN	06/05/2024	23.24	
061-0000-20101-00	VICTORIA MECUM	Refund Check 062858-000, 2381 DANIEL DR SOUTH	05/30/2024	1.26	
061-0000-20101-00	WALTER JIMENEZ	Refund Check 059390-008, 1540 BATEMAN ST	05/31/2024	119.21	
061-0000-20101-00	PHILLIP MONTGOMERY	Refund Check 009525-001, 359 E THIRD ST	06/05/2024	54.13	
061-0000-20101-00	DEMARKIUS MEDLEY	Refund Check 012628-000, 532 W LOSEY ST	05/30/2024	59.21	



Account Number	Vendor	Description	Date	Amount	PO No
061-0000-20101-00	JEREMY MUNSON	Refund Check 067793-000, 1228 GARDEN LN	06/05/2024	137.10	
061-0000-20101-00	JAMES STREBECK	Refund Check 067239-000, 513 N SEMINARY ST	06/05/2024	57.55	
061-0000-20101-00	STACY STAMBAUGH	Refund Check 008353-000, 1575 FLORENCE AVE	06/11/2024	21.46	
061-0000-20101-00	SABRINA SACKFIELD	Refund Check 058136-000, 461 IOWA AVE	06/05/2024	169.61	
061-0000-20101-00	Melissa Wooldridge	Refund Check 062459-000, 147 S PLEASANT AVE	06/05/2024	43.57	
061-0000-20101-00	AMANDA VEST	Refund Check 013882-000, 911 PARK VIEW RD	06/05/2024	19.17	
061-0000-20101-00	ANNE MILLER	Refund Check 057863-002, 938 ARNOLD ST	05/30/2024	82.37	
061-0000-20101-00	MARK MARTIN	Refund Check 005097-072, 253 N CHAMBERS ST UPPER	06/05/2024	94.39	
061-0000-20101-00	TYLER LEIHENSEDER	Refund Check 065532-000, 59 N SOANGETAHA RD	06/05/2024	48.87	
061-0000-20101-00	PAULA HEVLAND	Refund Check 065506-000, 1742 BAIRD AVE	06/05/2024	49.08	
061-0000-20102-00	Brightspeed	05/24 Service Acct#304035525	06/11/2024	261.85	
061-0000-20102-00	Stratus Networks, Inc	06/24 Service Acct# 7382	06/11/2024	114.45	
061-0000-51000-00	ARMARC/MunicipalH20	Monthly Maintance Fee	06/11/2024	350.00	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	06/11/2024	285.00	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	06/11/2024	35.00	
061-0000-51000-00	US Sterling Capital Corp., Inc.	Reliance Bank	06/11/2024	240.00	
061-0000-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	174.24	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	06/11/2024	4,572.40	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	06/11/2024	14.50	
061-0000-51000-00	Pace Analytical Services LLC	Water Testing	06/11/2024	25.00	
061-0000-54000-00	Frontier	06/24 Service Acct# 309-867-2701-033099-2	06/11/2024	454.69	
061-0000-54000-00	Jerami Brown	Cell Phone Allowance	05/31/2024	30.00	
061-0000-54000-00	Michael Mackey	Cell Phone Allowance	05/31/2024	30.00	
061-0000-54000-00	Mark Schwieter	Cell Phone Allowance	05/31/2024	30.00	
061-0000-54000-00	Scott Seiberlich	Cell Phone Allowance	05/31/2024	30.00	
061-0000-54000-00	Roger Mettler	Cell Phone Allowance	05/31/2024	30.00	
061-0000-55000-00	IL Rural Water Assn.	07/24 - 12/24 - Membership	06/11/2024	323.75	
061-0000-55700-00	Gunther Construction Co., a div. of U	W Main St Water Plant Parking Lot Resurfacing	06/11/2024	85,278.84	0000092751
061-0000-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	55.00	
061-0000-55700-00	American Pest Control Inc	05/24 Pest Service	06/11/2024	40.00	
061-0000-55700-00	Royal Cleaning Services	06/24 Janitorial Services	06/11/2024	536.00	
061-0000-65500-00	Office Specialists, Inc.	Vehicle Wash	06/11/2024	80.24	
061-0000-66000-00	Core & Main	SS Tap	06/11/2024	1,733.80	
061-0000-66000-00	FlagsUSA	Flags	06/11/2024	272.85	
061-0000-66000-00	Core & Main	1" FEMALE FLARE X 1" COMP 90 SOLID BEND (FORD)	06/11/2024	596.40	0000092554
061-0000-66000-00	Roanoke Concrete Products Co	PORTLAND CEMENT CONCRETE, CL PP2 - DELIVERED	06/11/2024	239.63	0000092607
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	06/11/2024	329.00	0000092607

Account Number	Vendor	Description	Date	Amount	PO No
061-0000-66000-00	USA Bluebook, Inc.	Transfer Pipets	06/11/2024	85.65	
061-0000-66000-00	Roanoke Concrete Products Co	CONTROLLED LOW STRENGTH MATERIAL (CLSM) - DELIVE	06/11/2024	185.06	0000092607
061-0000-68500-00	USA Bluebook, Inc.	Misc Chemicals	06/11/2024	31.40	
061-0000-68500-00	USA Bluebook, Inc.	Misc Chemicals	06/11/2024	397.74	
		Subtotal for Divison: 0000		<u>99,373.80</u>	
		Subtotal for Fund 061		<u><u>99,373.80</u></u>	
067-0000-51000-00	SpringbrookSoftware LLC	05/24 Paypad Transactions	05/31/2024	87.13	
067-0000-56000-00	Terry Allen, Inc	Pickard Road - Toilet Rental - 1 Regular Unit 3/15/24-11/17/24	06/11/2024	120.00	0000092636
		Subtotal for Divison: 0000		<u>207.13</u>	
		Subtotal for Fund 067		<u><u>207.13</u></u>	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	198.00	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	990.00	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	148.50	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	06/11/2024	411.02	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	16.50	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	2,858.00	
078-0000-56535-00	OSF Occupational Medicine	DOS 05/28/24 - Pat Acct#0020397900	06/11/2024	160.64	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	1,145.50	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	775.50	
078-0000-56535-00	Midwest Orthopaedic Center	Workers Comp - DOS 05/21/24 Pat Acct# 245474	06/11/2024	117.66	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	06/11/2024	1,254.00	
078-0000-56535-00	OSF St Mary Medical Center	Workers Comp - DOS - 02/15/24 -02/29/24 - ID# WC2023-014	06/11/2024	121.26	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	49.50	
078-0000-56535-00	OSF St Mary Medical Center	Workers Comp - DOS - 03/04/24 -03/14/24 - ID# WC2023-014	06/11/2024	135.80	
078-0000-56535-00	James M Kelly, Attorney	02/24 Legal Services	06/11/2024	644.56	
078-0000-56535-00	James M Kelly, Attorney	03/24 Legal Services	06/11/2024	660.00	
078-0000-56597-00	Foremost Industrial Technologies	Soft Starter, Remote Keypad Kit	06/11/2024	4,637.23	
		Subtotal for Divison: 0000		<u>14,323.67</u>	
		Subtotal for Fund 078		<u><u>14,323.67</u></u>	
091-0000-20102-00	Galesburg Sanitary Dist.	04/24 Credit Card Processing Fees	06/11/2024	-2,895.58	
091-0000-20102-00	Galesburg Sanitary Dist.	04/24 Postage for Liens	06/11/2024	-9.71	

Account Number	Vendor	Description	Date	Amount	PO No
091-0000-20102-00	Galesburg Sanitary Dist.	04/24 Lien & Collection Fees	06/11/2024	-84.66	
091-0000-20102-00	Galesburg Sanitary Dist.	06/24 Sanitary District Fees - Less 3% Collection Fee	06/11/2024	-15,717.27	
091-0000-22003-00	Galesburg Sanitary Dist.	06/24 Sanitary District Fees	06/11/2024	523,909.26	
		Subtotal for Divison: 0000		<u>505,202.04</u>	
		Subtotal for Fund 091		<u>505,202.04</u>	
		Report Total:		<u><u>1,159,660.01</u></u>	

**Advance Checks and ACH Payments as of 6/11/2024**

<b>Check Date</b>	<b>Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Account #</b>	<b>Amount</b>
5/30/2024	0	Chuck Humes	05/28 - Umped Softball - 3 Games	019-1940-51400	120.00
5/30/2024	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	651.80
5/30/2024	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	499.10
5/30/2024	0	J. Andrew O'Daniel	Additional Roundtrip Mileage - St Louis Mo - Meals	078-0000-56535	66.74
5/30/2024	0	Mechanical Service Inc.	Furnace Replacement - 1660 Baird Ave	023-0000-83100	3,857.00
5/30/2024	99591	NIU Outreach	ILCMA 2024 Summer Conference (19938) Order #705580 -EHanson	001-0110-54500	250.00
5/30/2024	0	Quadient Leasing USA, Inc	Postage for Machine	061-0000-10702	500.00
6/6/2024	0	Chuck Humes	06/04 - Umped Softball - 3 Games	019-1940-51400	120.00
6/6/2024	0	Drew Brown	06/04 - Umped Softball - 3 games	019-1940-51400	120.00
6/6/2024	99642	Knox County Collector	Property Tax - 90-19-100-001 NW Sec 19 lyg SW I-74 & lyg NE RR	024-0000-84500	8,255.12
6/6/2024	99642	Knox County Collector	Property Tax - 90-20-300-013 - SW Sec 20 lyg S I-74 & NW FA400 &	024-0000-84500	2,091.28
6/6/2024	99642	Knox County Collector	Property Tax - 90-19-300-003 - Lot 1 SW Sec 19 (Ex Pts for Rd)	024-0000-84500	1,120.30
6/6/2024	99642	Knox County Collector	Property Tax - 90-19-200-002 - PT lot 6 Commissioners Sub lyg SW	024-0000-84500	227.10
6/6/2024	99642	Knox County Collector	Property Tax - 90-18-300-005 - 13.38 Acs lyg S & W of I-74 S1/2	024-0000-84500	959.36
6/6/2024	99642	Knox County Collector	Property Tax - 90-19-200-005- W 1/2 NE Sec 19 lyg S I-74 & pt Lo	024-0000-84500	2,280.82
6/6/2024	99642	Knox County Collector	Property Tax - 90-19-401-002 - SE Sec 19 lyg N RR & lyg S I-74	024-0000-84500	11,823.44
6/6/2024	99641	Knox County Recorders Office	Release 1 Property Maint Liens	001-0160-51300	63.00
6/6/2024	99641	Knox County Recorders Office	2 Water/Sewer/Refuse Lien Filed	061-0000-51000	63.00
6/6/2024	0	Nathaniel Clark	05/28/24 - Umped Softball - 3 Games	019-1940-51400	120.00
6/6/2024	0	OSF St Mary Medical Center	Workers Comp - Pat# 11187207101 DOS 10/28/23	078-0000-56535	797.47
6/11/2024	0	Bluefin Payment Systems	05/24 Pay Pad Processing Fee	001-0115-51000	293.57
6/11/2024	0	Bluefin Payment Systems	05/24 Pay Pad Processing Fee	001-0306-51000	257.92
6/11/2024	0	Bluefin Payment Systems	05/24 UB Webpayment Credit Card Processing Fee	061-0000-51000	3,793.20
6/11/2024	0	Bluefin Payment Systems	05/24 Pay Pad Processing Fee	001-0410-51000	257.93
6/11/2024	0	Bluefin Payment Systems	05/24 Pay Pad Processing Fee	061-0000-51000	1,294.36
6/11/2024	0	Bluefin Payment Systems	05/24 UB Webpayment Credit Card Processing Fee	067-0000-51000	1,896.60
6/11/2024	0	Bluefin Payment Systems	05/24 Pay Pad Processing Fee	067-0000-51000	647.20
6/11/2024	0	Breakthru Beverage Illinois, LLC	Liquor for Golf Concessions	019-1920-64125	380.00
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1930-51000	73.10
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1960-51000	3.34
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1905-51000	486.68
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1935-51000	80.72
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1950-51000	300.34
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1955-51000	25.57
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1945-51000	65.83
6/11/2024	0	Cardconnect	05/24 Credit Connect Charges	019-1925-51000	628.52
6/11/2024	0	Euclid Beverage	Liquor for Golf Concessions	019-1920-64125	899.35
6/11/2024	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	644.60
6/11/2024	0	G & M Distributors	Liquor for Golf Concessions	019-1920-64125	198.90
6/11/2024	0	Wells Fargo Merchant Services	05/24 Credit Card Fees	019-1920-51000	3,630.89
				<b>Grand Total</b>	<b>\$ 49,844.15</b>

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Zoning Amendment, R2, Two Family to R1A, Single Family for parcel identification number 99-22-251-007, at the northeast corner of Saluda Rd and Huston St.

**SUMMARY RECOMMENDATION:** The Planning and Zoning (P&Z) Commission held the required public hearing during their May 21, 2024 meeting. On a vote of 8 ayes (Members Cochrane, Johnson, Lee, Markwart, McKelvie, Paulsgrove, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Zoning Amendment. The City Manager and Director of Community Development concur with the P&Z’s recommendation.

**BACKGROUND:** The current owner purchased the property in April 2022. They are proposing to grow produce on the property and the proposed R1A zoning district would allow Agriculture.

<b>KNOX COUNTY Zoning</b>		<b>Land Use</b>
North	M2, Heavy Industrial	Railroad
West	M2, Heavy Industrial	Railroad
East	R2, Two Family & R3A Multi Family	Residential
South	R2-Two Family	Residential

The 2019 Comprehensive Plan indicates this area to be Single Family (which is R1A).

It should be noted that the (AG) Agricultural district requires a minimum of 10 acres and is intended for larger farming operations. The R1A zoning district does allow Agriculture as a Permissive Use and would meet the needs of the applicant to move forward with their proposed project.

The city ordinance defines Agriculture as the growing of farm crops, truck garden crops, animal and poultry husbandry, apiculture, aquaculture, dairying, floriculture, horticulture, nurseries, tree farms, sod farms, pasturage, viticulture, wholesale greenhouses and the growing, developing, processing, conditioning, or selling of hybrid seed corn, seed beans, seed oats or other farm seeds. In interpreting the foregoing definition, it is the intent of this chapter to make the definition of Agriculture as used herein identical to the definition of Agriculture used in ILCS Ch. 55, Act 5, § 5-12001, as amended from time to time.

**BUDGET IMPACT:** There would be no anticipated impact upon the budget if the zoning amendment is approved.

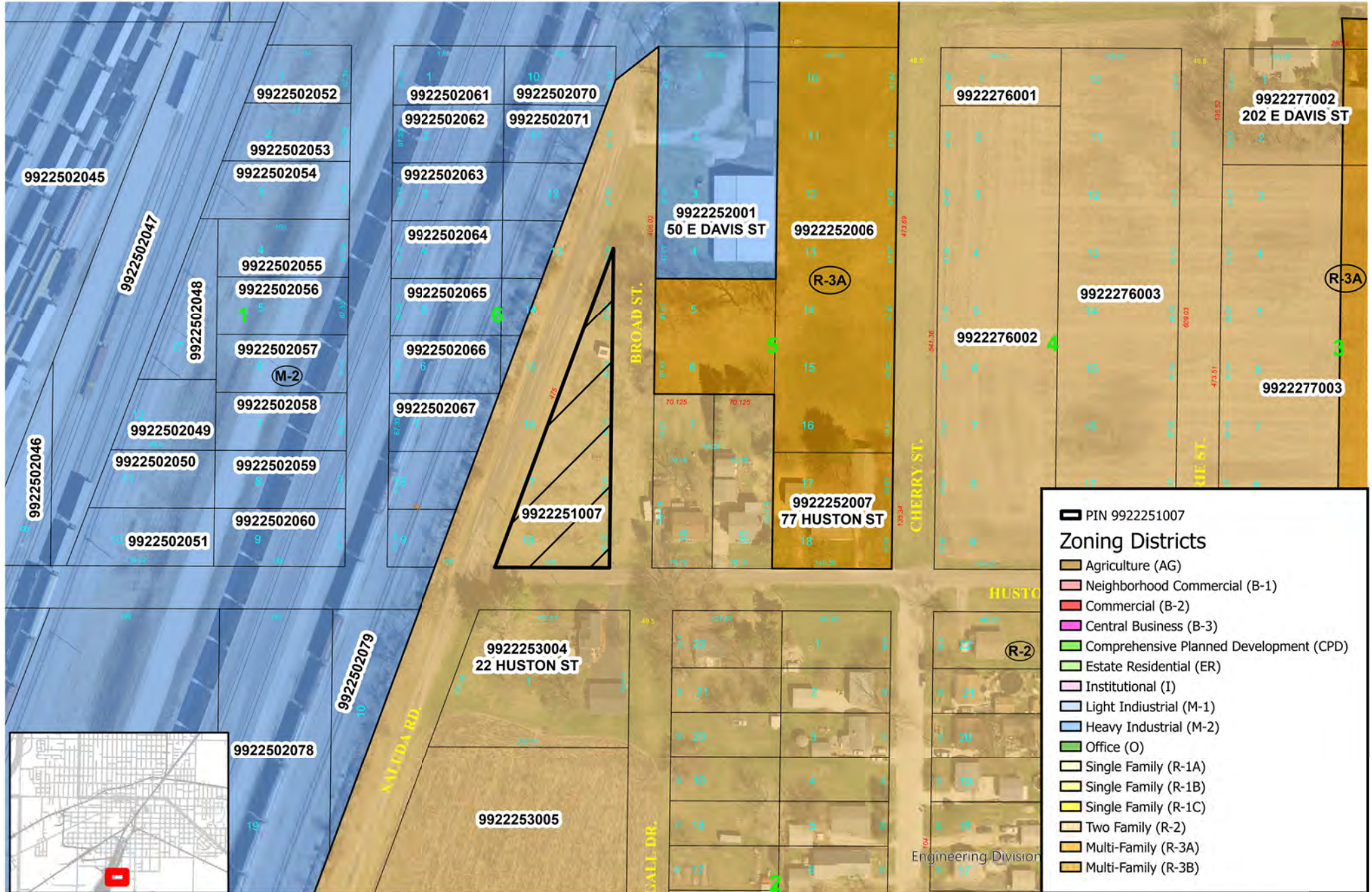
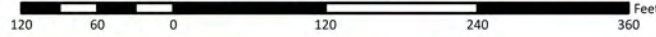
**SUPPORTING DOCUMENTS:**

1. Aerial map – General location
2. Zoning amendment ordinance



# NE corner Saluda Rd & Huston St

## Zoning amendment request, R2 Two Family to R1A Single Family



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

ORDINANCE NO. \_\_\_\_\_

**WHEREAS**, pursuant to a public hearing duly held as required by law, the Planning and Zoning Commission to the City of Galesburg, Illinois, has reported on a proposition to amend the Zoning Map of said City as hereinafter set forth;

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

**SECTION ONE:** The following described real estate shall be, and the same hereby is, rezoned from R2, Two-Family to R1A, Single Family District:

All that portion of Lots 12 through 18, inclusive, Block 6 of Spaulding's Addition to the City of Galesburg, Knox County, Illinois, Described as follows: Beginning at the intersection of the north line of Huston Street with the west line of Broad Street, according to said recorded plat thereof, thence westerly along said Huston Street for a Distance of 160.0 feet more or less, to intersection with a line drawn parallel with and distant 85.0 feet easterly of, as measure at right angles form the Burlington Northern and Santy Fe Railway Company (Formerly Chicago, Burlington and Quincy Railroad Company) main track centerline, now located and constructed upon, over and across said Block 6 of Spaulding's addition; thence northeasterly along said paralleled line 475 feet more or less, to intersection with said west line of said Broad Street; thence southerly along said west line of said Borad Street 445.0 feet, more or less, to the point of beginning.

Parcel Identification Numbers (PINs): portion of 99-22-251-007

Commonly known as: VL at the northeast corner of Saluda Rd & Huston St, Galesburg, IL

**SECTION TWO:** The Zoning Map of the City of Galesburg shall be, and the same hereby is, changed in accordance with the provisions hereof.

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

**SECTION 3** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this \_\_\_ day of \_\_\_\_\_, 2024, by a roll call vote as follows:

Roll Call #:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peter Schwartzman, Mayor

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk



**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Zoning Amendment, B1, Neighborhood Business to B2, General Business 755 N Henderson St.

**SUMMARY RECOMMENDATION:** The Planning and Zoning (P&Z) Commission held the required public hearing during their May 21, 2024 meeting. On a vote of 8 ayes (Members Cochrane, Johnson, Lee, Markwart, McKelvie, Paulsgrove, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Zoning Amendment. The City Manager and Director of Community Development concur with the P&Z’s recommendation.

**BACKGROUND:** The applicant is proposing to purchase the property and would like to open a tobacco shop. In the B2 zoning district, a Cigar, Cigarette, Tobacco Store is a Permissive Use.

The purpose of the B2 District is to provide for a wide range of businesses and services relying upon the patronage from areas beyond the immediate neighborhood in which they may be located.

<b>KNOX COUNTY Zoning</b>		<b>Land Use</b>
North	B1, Neighborhood Business	Office
West	B1, Neighborhood Business	Office/Retail
East	R1B, Single Family	Residential
South	B1, Neighborhood Business	Restaurant (Domino’s)

The closest B2 zoning district is approximately 640 feet to the north and is the property currently being developed into a donut/ice cream store. The 2019 Comprehensive Plan indicates this area to be Regional Commercial (which is B2).

**BUDGET IMPACT:** There would be no anticipated impact upon the budget if the zoning amendment is approved.

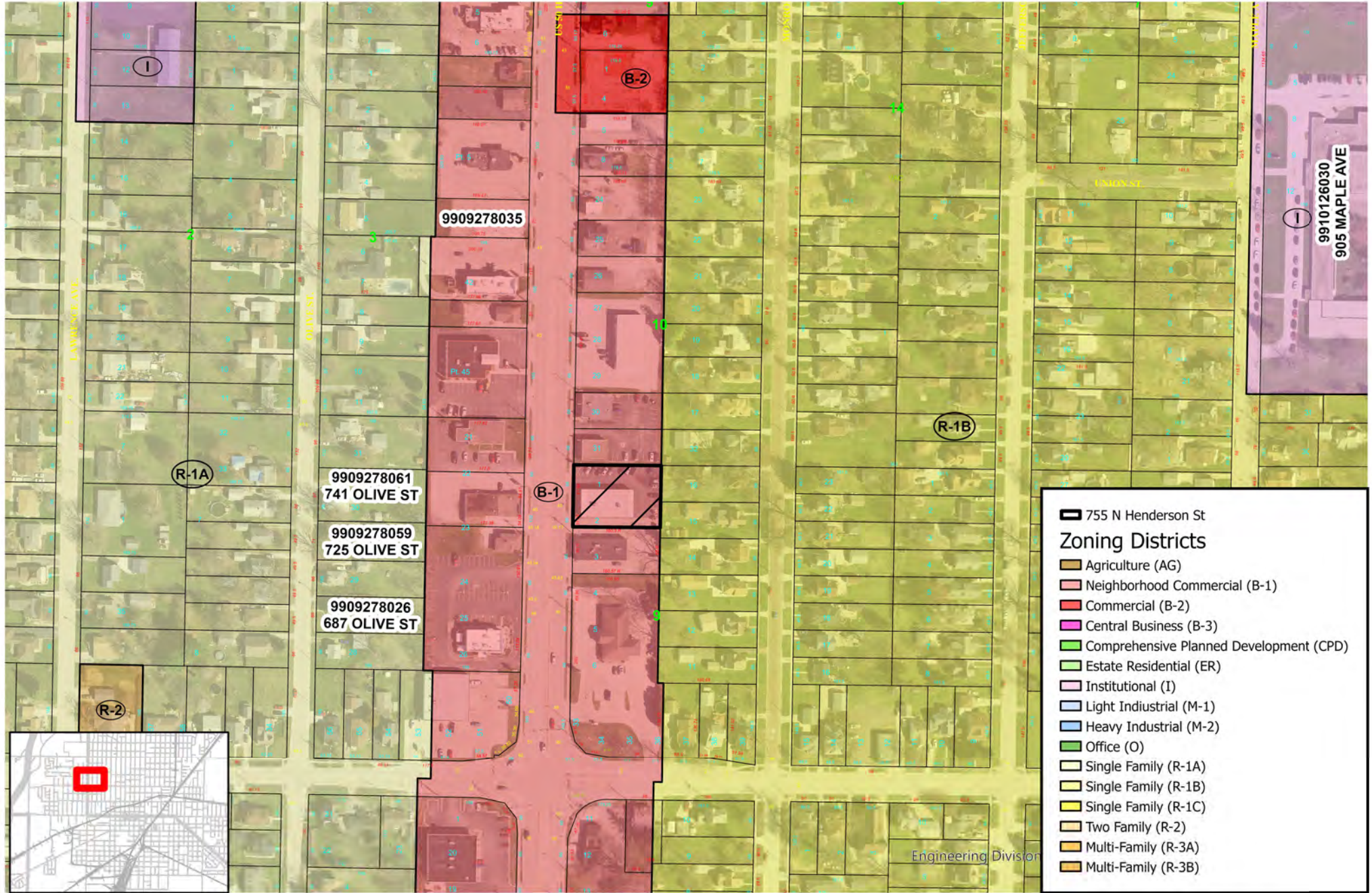
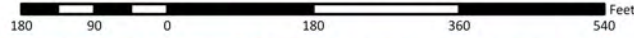
**SUPPORTING DOCUMENTS:**

1. Aerial map – General location
2. Zoning amendment ordinance



# 755 N Henderson St

Zoning amendment request, B1 Neighborhood Business to B2, General Business



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

ORDINANCE NO. \_\_\_\_\_

**WHEREAS**, pursuant to a public hearing duly held as required by law, the Planning and Zoning Commission to the City of Galesburg, Illinois, has reported on a proposition to amend the Zoning Map of said City as hereinafter set forth;

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

**SECTION ONE:** The following described real estate shall be, and the same hereby is, rezoned from B1, Neighborhood Business to B2, General Business:

Lots 1 and 2 in C.H. Mathew Subdivision of the West Half of Block 9 of the Finch Addition to the City of Galesburg, Knox County, Illinois, EXCEPT the South 191 feet of said Lot 2 and EXCEPT those portions previously conveyed or taken away for highway purposes.

Parcel Identification Numbers (PINs): portion of 99-10-151-051  
Commonly known as: 755 N Henderson St, Galesburg, IL

**SECTION TWO:** The Zoning Map of the City of Galesburg shall be, and the same hereby is, changed in accordance with the provisions hereof.

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

**SECTION 3** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024, by a roll call vote as follows:

Roll Call #:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peter Schwartzman, Mayor

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Zoning Amendment of Parcel Identification Numbers: 99-13-331-003, 99-13-331-004, 99-13-331-005, 99-13-331-030, 99-13-331-010, 99-13-331-011, 99-13-331-012, 99-13-331-013, and 99-13-331-014, generally located south of First St and between Pennsylvania Ave and Michigan Ave. from (R1A) Single Family to (B2) General Business.

**SUMMARY RECOMMENDATION:** The Planning and Zoning (P&Z) Commission held the required public hearing during their May 21, 2024 meeting. On a vote of 8 ayes (Members Cochrane, Johnson, Lee, Markwart, McKelvie, Paulsgrove, Uhlmann), zero nays and zero abstentions, the P&Z recommended approval of the Zoning Amendment. The City Manager and Director of Community Development concur with the P&Z’s recommendation.

**BACKGROUND:** The applicant is proposing to purchase the nine properties, demolish an existing residence and retain the properties for potential future expansion of Daves Autobody, which is a Permissive Use in the B2 zoning district.

The purpose of the B2 District is to provide for a wide range of businesses and services relying upon the patronage from areas beyond the immediate neighborhood in which they may be located.

<b>KNOX COUNTY Zoning</b>		<b>Land Use</b>
North	R1A, Single Family	Residential
West	R3A, Multi-Family & B2 General Business	Residential & vacant lot
East	R1A, Single Family	Residential & vacant lot
South	B2, General Business	Daves Autobody

The 2019 Comprehensive Plan indicates this area to be Single Family. In 2019 a zoning amendment was approved from R1A to B2 for the northern portion of 2135 Grand Ave for a previous expansion of Daves Autobody.

**BUDGET IMPACT:** There would be no anticipated impact upon the budget if the zoning amendment is approved.

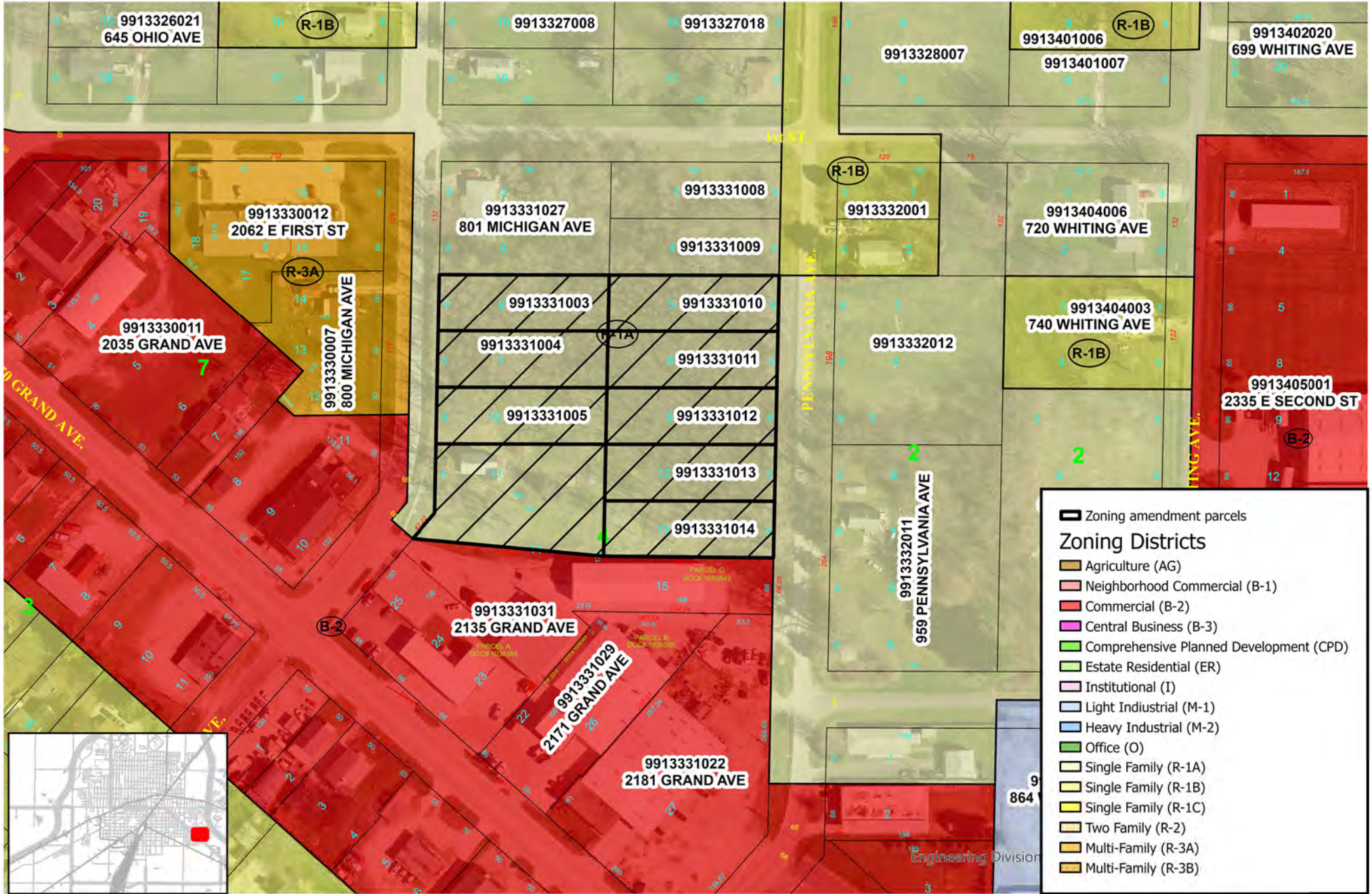
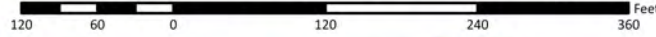
**SUPPORTING DOCUMENTS:**

1. Aerial map – General location
2. Zoning amendment ordinance



# Properties north of 2135 Grand Ave

## Zoning amendment from (R1A) Single Family to (B2) General Business



**Zoning amendment parcels**

**Zoning Districts**

- Agriculture (AG)
- Neighborhood Commercial (B-1)
- Commercial (B-2)
- Central Business (B-3)
- Comprehensive Planned Development (CPD)
- Estate Residential (ER)
- Institutional (I)
- Light Industrial (M-1)
- Heavy Industrial (M-2)
- Office (O)
- Single Family (R-1A)
- Single Family (R-1B)
- Single Family (R-1C)
- Two Family (R-2)
- Multi-Family (R-3A)
- Multi-Family (R-3B)



**WHEREAS**, pursuant to a public hearing duly held as required by law, the Planning and Zoning Commission to the City of Galesburg, Illinois, has reported on a proposition to amend the Zoning Map of said City as hereinafter set forth;

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

**SECTION ONE:** The following described real estate shall be, and the same hereby is, rezoned from R1A, Single Family to B2, General Business:

Parcel 1:

Williams Addition Lot 6, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-003

Parcel 2:

Williams Addition Lot 7, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-004

Parcel 3:

Williams Addition Lot 10, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-005

Parcel 4:

Williams Addition Lot 11 and parts of Lots 14, 24 and 25, beginning at the Northwest Corner of Lot 11, East 198' S 131.74' Northwesterly 223.59' Northeasterly 42.22' North to the Point of Beginning.

Parcel 5:

Williams Addition Lot 5, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-010

Parcel 6:

Williams Addition Lot 8, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-011

Parcel 7:

Williams Addition Lot 9, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-012

Parcel 8:

Williams Addition Lot 12, Block 4, City of Galesburg, Knox County, Illinois.  
Parcel Identification Number: 99-13-331-013

Parcel 9:

Williams Addition Lot 13, Block 4, City of Galesburg, Knox County, Illinois.

Parcel Identification Number: 99-13-331-014

**SECTION TWO:** The Zoning Map of the City of Galesburg shall be, and the same hereby is, changed in accordance with the provisions hereof.

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

**SECTION 3** This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024, by a roll call vote as follows:

Roll Call #:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peter Schwartzman, Mayor

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

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

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

**BACKGROUND:** Save More (formerly Save-a-Lot) is requesting a Class C-1 liquor license for their soon to open grocery store. This license allows for the sale of all types of alcoholic liquor for consumption off the premises only (packaged liquor). No gaming will be permitted at this location.

This ordinance will increase the number of Class C-1 liquor licenses issued to 31 in the City of Galesburg.

**BUDGET IMPACT:** Annual liquor license fee of \$2,450.

**SUPPORTING DOCUMENTS:**

1. Ordinance



ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**(B)** No more than 31 Class C-1 licenses shall be issued.

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by a roll call vote as follows:

Roll Call #: \_\_\_\_\_

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

\_\_\_\_\_  
Peter D. Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Ordinance vacating Victoria Avenue between N. Cedar Street and N. West Street.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Public Works and City Engineer recommend approval of an ordinance vacating Victoria Avenue between N. Cedar Street and N. West Street.

**BACKGROUND:** The City was petitioned to vacate a portion of Victoria Avenue located between N. Cedar Street and N. West Street by an adjacent property owner. This section of Victoria Avenue is 40 feet in width and is unimproved. The unimproved right-of-way is currently private driveways and grass area, which the adjoining property owners have maintained over the years. The City does not intend on installing a street on this right-of-way and does not have a use for the property. Galesburg Sanitary District maintains a storm sewer line on the right-of-way. They were notified of the vacation request and approved of the vacation so long as they were able to continue maintenance of their storm sewer in the future. The ordinance reserves the right for Galesburg Sanitary District to maintain their sewer.

A notice was provided to the property owners adjacent to this section of right-of-way advising them of the proposed vacation. Half of the existing alley, or 20 feet, would be vacated to each adjoining property owner. City staff recommend approval of the vacation ordinance.

**BUDGET IMPACT:** None

**SUPPORTING DOCUMENTS:**

1. Ordinance
2. Plat of Vacation (Exhibit A)
3. Location Map

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING STREET RIGHT OF WAY  
(Victoria Avenue between N. Cedar Street and N. West Street)**

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that the corporate authorities of a municipality may by ordinance vacate any street or alley, or part thereof, within their jurisdiction after determining that the public interest will be subserved by said vacation; and

WHEREAS, Section 11-91-2 of the Illinois Municipal code (65 ILCS 5/11-91-2) provides that upon the vacation of a street or alley, or any part thereof, by virtue of any ordinance of any municipality, title to the land included therein will vest in the then owners of the land abutting thereon, except in cases where the deed, or other instrument, dedicating a street or alley, or part thereof, has expressly provided for a specific devolution of the title thereto upon the abandonment or vacation thereof; and

WHEREAS, said vacation will not materially impair access to any property owner; and

WHEREAS, the City Council finds that the street right-of-way is of no further use to the City, except as hereinafter provided; and

WHEREAS, certain public service facilities are situated in the street right-of-way; and

WHEREAS, the City Council further finds that the public interest is best served by the City's retention of a permanent easement in the street right-of-way for the maintenance, renewal, and reconstruction of those facilities; and

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

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

**SECTION TWO:** The City Council of the City of Galesburg, Illinois, hereby vacates, subject to the terms set forth in this Ordinance, the street right-of-way of Victoria Avenue between N. Cedar Street and N. West Street, being more particularly described as follows:

Street right of way 40 feet in width running east and west located between North Cedar Street and North West Street from the western right-of-way line of North Cedar Street to 165 feet west of the western right-of-way line of North Cedar Street in the City of Galesburg, Knox County, Illinois.

Said tract containing 0.16 acres, more or less, all situated in the City of Galesburg, Knox County, Illinois.

**SECTION THREE:** That the common addresses and permanent index numbers of the particular parcels acquiring title to property vacated pursuant to this ordinance are as follows:

124 Victoria Avenue    9903404014  
125 Victoria Avenue    9903402012

**SECTION FOUR:** The vacation of the above described alley shall be subject to the following conditions:

- (A) A perpetual easement upon said vacated street right-of-way is hereby reserved for and granted to the City of Galesburg, Illinois, or others or any public utilities, their successors or assigns, to operate, maintain, renew, and reconstruct their facilities as now existing on, over, or under that part of the street right-of-way; and
- (B) A perpetual 10-foot-wide easement for storm sewer, centered over the existing storm sewer and extending 5 feet to either side upon said vacated street right-of-way is hereby reserved for and granted to the City of Galesburg, Illinois, or others or any public utilities, their successors or assigns, to operate, maintain, renew, and reconstruct their facilities as now existing on, over, or under that part of the street right of way; and

**SECTION FIVE:** The Mayor of the City of Galesburg, Illinois is hereby authorized to execute and deliver, and the City Clerk of the City of Galesburg, Illinois is hereby authorized to attest to said execution of a Plat of Vacation for the vacated street right-of-way, in substantially the form of the copy of said Plat attached hereto and hereby incorporated by reference, as so authorized and approved for and on behalf of the City of Galesburg, Illinois.

**SECTION SIX:** The City Clerk is directed to record a certified copy of this Ordinance with the Knox County Office of the Recorder of Deeds after passage of this Ordinance.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by roll call vote as follows:

Roll Call #:

Ayes: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

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ATTEST:

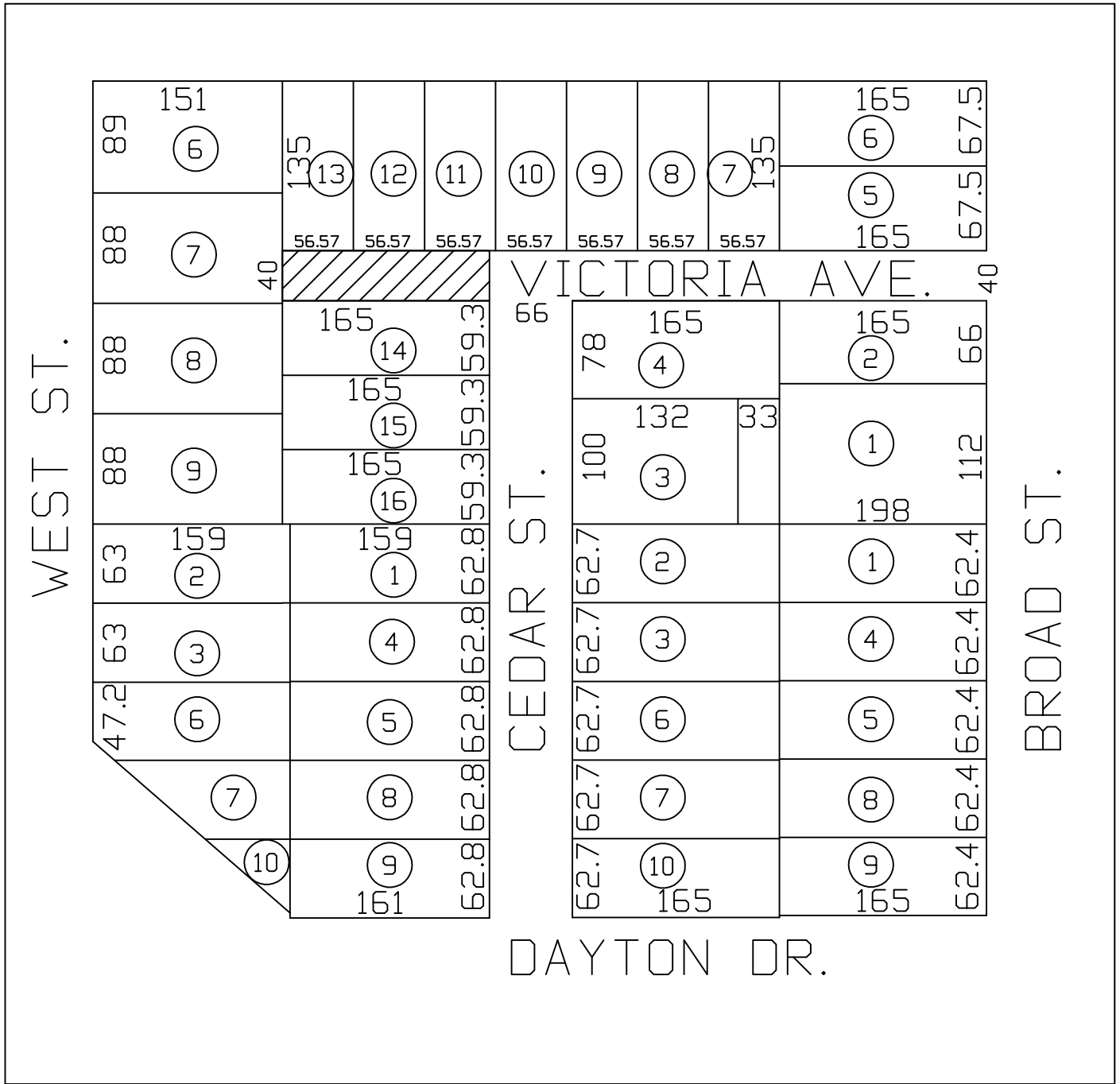
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Peter Schwartzman, Mayor

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Kelli R. Bennewitz, City Clerk

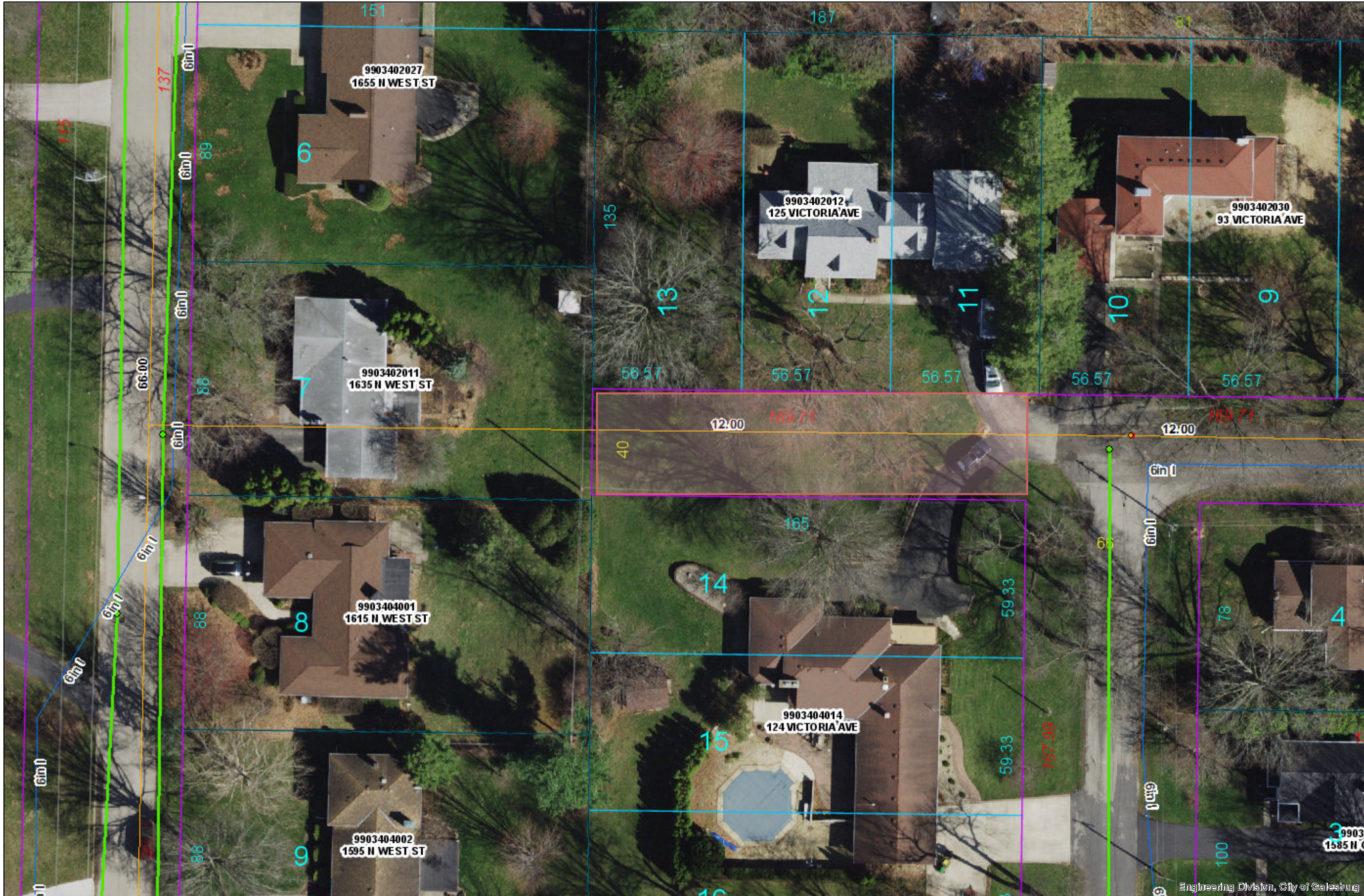
# PLAT OF VACATION



  
 N  
 SCALE: 1" = 150'

NOTE:  
 1. INDICATES PORTION OF STREET TO BE VACATED 

SPECIAL ORDINANCE NO. \_\_\_\_\_  
 DATE OF VACATION \_\_\_\_\_



**Areas**

- Vacate Area

**Water - Mains**

- City Main

**Storm - Catch Basins**

- City of Galesburg

**Storm - Private Catch Basins**

- City of Galesburg

**Storm - GSD Mains**

- Storm - GSD Mains

**Sanitary - Manholes**

- Sanitary - Manholes

**Sanitary - Mains**

- Sanitary - Mains

The determination of fitness of use of this map is solely the responsibility of the user. The user must bear responsibility for the appropriate use of the information with respect to possible errors, original map scale, collection methodology, currency of data and other conditions specific to certain data.



**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Resolution of support and commitment for the State of Illinois Rebuild Downtowns and Main Streets Capital Grant for proposed improvements on Simmons Street between Cherry Street and Prairie Street and between Kellogg Street and Seminary Street.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Public Works and City Engineer recommend approval of the resolution supporting the City's application and authorizing city funds as a match for the grant application.

**BACKGROUND:** The City was previously awarded a State of Illinois Rebuild Downtowns and Main Streets Capital Grant (RDMS) for improvements on Simmons Street between Prairie Street and Kellogg Street and the adjacent Parking Lot H. That project is currently out for bid and scheduled for construction later this summer. The State of Illinois recently posted a Notice of Funding Opportunity (NOFO) to request applications for a second round of RDMS funding. Additional improvement to the Simmons Street corridor has been identified as a good candidate for this second round of funding. In addition to the current project between Prairie Street and Kellogg Street, improvements have been made to Park Plaza and Parking Lot E in 2020. Two blocks of Simmons Street, Cherry Street to Prairie Street and Kellogg Street to Seminary Street, are remaining blocks in need of streetscape improvements. The scope of proposed improvements in the application will follow the Design Development of Downtown Public Spaces adopted by the City in 2016 and include street resurfacing, new sidewalk and curb, lighting improvements, landscaping, and streetscape elements.

The RDMS grant requires a local match of 25% of total project costs. The estimated total project cost, including engineering and construction, is \$1,950,000, with the grant funded portion being \$1,462,500 (75%) and the City's share being \$487,500 (25%). As part of the grant application a resolution of support and local share commitment is required. It is anticipated that award announcements will be made in the fall of 2024.

**BUDGET IMPACT:** If the project is selected for the grant, the city's share of the project, estimated at \$487,500, is planned to be funded through the City Gas Tax fund (Fund 14) and Utility Tax Fund (Fund 59).

**SUPPORTING DOCUMENTS:**

1. Funding Resolution

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the corporate authorities of the City of Galesburg, Illinois believe that the Simmons Street Corridor Rebuild Downtowns and Main Streets project is in the interest of the citizens of Galesburg; and

**WHEREAS**, City of Galesburg, Illinois is eligible to apply for a Rebuild Downtowns and Main Streets Grant from the State of Illinois for the purpose of renovating Simmons Street from Cherry Street to Prairie Street and Simmons Street from Kellogg Street to Seminary Street; and

**WHEREAS**, the preliminary estimate of the total cost of the project is \$1,950,000; and

**WHEREAS**, the City of Galesburg's share of the total cost of the project is estimated to be \$487,500;

**NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF GALESBURG, ILLINOIS:**

The City of Galesburg supports the application by the City of Galesburg for the Rebuild Downtowns and Main Streets Capital Grant referred to above and will contribute its share to the project in the event the grant application is approved.

Approved this 17th day of June, 2024, by a roll call vote as follows:

Roll Call #: \_\_\_\_\_

Ayes: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Peter Schwartzman, Mayor

ATTEST:

\_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Bid recommendation, masonry repairs at the Galesburg Water Treatment Plant building.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Public Works, Water Superintendent and Purchasing Agent recommend approval of the bid from Bi-State Masonry Inc (Rock Island, IL) in the amount of \$57,622.00 for the masonry repairs at the Galesburg Water Treatment Plant.

**BACKGROUND:** The water plant located at 920 West Main Street was built in 1927. It has been many years since the building was tuckpointed, and the brick work is now deteriorating and requires various masonry repairs in many areas of the building to maintain structural adequacy. In 2020, Bruner, Cooper & Zuck performed an inspection on the building and recommended tuckpointing should be done on the interior and the exterior of the building. They also stated that replacement of the exterior sidewalk should be considered after the tuckpointing is completed to ensure exterior storm water does not continue to reach the basement walls during storm events.

Based on the information provided, a bid request was developed and advertised in the local paper, made available on the city website and emailed to vendors known to perform this type of work. Two bids were received as a result of this request. Bi-State Masonry Inc (Rock Island, IL) submitted the low and best bid meeting the specifications of the bid request in the amount of \$39,762.00 for the various masonry repairs and \$17,860.00 for the replacement of the east sidewalk totaling \$57,622.00. References were contacted and acknowledged the company is capable of both new construction and restoration work, and their project managers are very knowledgeable and responsive. City staff recommend approval of this project.

**BUDGET IMPACT:** There are sufficient funds budgeted in the Water Fund (61).

**SUPPORTING DOCUMENTS:**

1. Bid Tabulation

# City of Galesburg

Bid Tab - Masonry Repairs at Galesburg Water Treatment Plant

Date: 06/05/2024

Attended by: T.Miller/ M.Doi/ A.Gavin/ D.Miles

<b>Company</b>	<b>Otto Baum Company Inc</b>	<b>Bi-State Masonry Inc</b>	
<b>City, State</b>	<b>Morton, IL</b>	<b>Rock Island, IL</b>	
<b>Masonry Repairs</b>	49,920.00	39,762.00	
<b>Remove and Replace East Sidewalk</b>	22,185.00	17,860.00	
<b>Total Project Cost</b>	<b>\$ 72,105.00</b>	<b>\$ 57,622.00</b>	
<b>Project Start Date</b>	8/12/2024	8/1/2024	
<b>Completion Date</b>	10/1/2024	10/1/2024	
<b>Estimated Days to Complete</b>	30 Days	30 Days	
<b>Bid Security</b>	Bid Bond	Bid Bond	

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

**AGENDA ITEM:** Bid recommendation, resurfacing of six outside pickleball courts at Bateman Park.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Park and Recreation, and Purchasing Agent recommend approval of the bid from Provantage Systems Inc (St Charles, IL) in the amount of \$93,857.00 for resurfacing of six outside pickleball courts at Bateman Park.

**BACKGROUND:** There are six outside pickleball courts located in Bateman Park. The pickleball courts were converted from two tennis courts in 2021. The current court surface is a concrete base covered in asphalt and the concrete has started to crack compromising the asphalt surface of the pickleball courts rendering play difficult. A modular athletic surfacing system will be installed over the existing surface. The system includes an interlocking high-impact polypropylene tile with a multi-point positive locking system and a grid top design including a shock absorbing support understructure. The system comes with a fifteen year warranty with minimal maintenance requirements and the expense is significantly less than rebuilding the current courts with concrete.

Based on the information provided, a bid request was developed and advertised in the local paper, made available on the city website and emailed to vendors known to perform this type of work. Two bids were received as a result of this request. Provantage Systems Inc (St Charles, IL) submitted the low and best bid meeting the specifications of the bid request in the amount of \$93,857.00. References were contacted and acknowledged the court surface installed has been well received by the avid pickleball players, and the installation process was quick and efficient. City staff recommend approval of this project.

**BUDGET IMPACT:** There are sufficient funds budgeted in the Community Improvement/ Infrastructure Fund (12) for this project.

**SUPPORTING DOCUMENTS:**

1. Bid Tabulation

# City of Galesburg

Bid Tab - Bateman Park Pickleball Court Resurfacing

Date: 06/05/2024

Attended by: T.Miller/D.Miles/ A.Gavin/ M.Do

<b>Company</b>	<b>Provantage Systems Inc</b>	<b>Sport Court Midwest</b>	
<b>City, State</b>	<b>St Charles, IL</b>	<b>Elmhurst, IL</b>	
<b>Resurfacing of Six Exterior Pickleball Courts</b>	<b>\$ 93,857.00</b>	<b>\$ 119,660.00</b>	
<b>Addendum No. 1 Acknowledged</b>	X	X	
<b>Project Start Date</b>	4-6 weeks from approval	7/22/2024	
<b>Completion Date</b>	Approx 7 weeks from approval	8/2/2024	
<b>Estimated Days to Complete</b>	2-4 business days	4-5 days, weather permitting	
<b>Bid Security</b>	Cashiers Check	Bid Bond	

**COUNCIL LETTER  
CITY OF GALESBURG  
JUNE 17, 2024**

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

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

**ACCEPT SOLE BID:**

Tract 2: Flaco Family Farms LLC for \$589.

Tract 9: John Stipp for \$150

Tract 10: Mark Rasmussen for \$201.

**ACCEPT HIGH BID:**

Tract 4: Andrew Ahlberg for \$6000.

Tract 5: Robert Henness for \$610.

**ACCEPT BEST BID:**

Tract 7: Mark Rasmussen for \$201. (There was a higher bid placed by Celia BoFio, however no documentation for the proposed project was submitted)

**DECLINE BIDS:**

Tract 6: A lone bid was submitted by Joyce Matuasilua. However, no documentation for the proposed project was submitted.

Tract 8: Two bids were submitted by Celia BoFio and Joyce Matuasilua. However, no documentation for the proposed projects were submitted.

**BACKGROUND:** On May 20, 2024, the bids for the sale of City-owned properties were opened. Ten vacant parcels were offered for sale. Bids were received on eight of the tracts that were offered for sale. There was a total of four parcels with single bids and four parcels with multiple bids.

Attached for the City Council's review is Exhibit A that provides a review of each bid received. Information is also provided for each tract including the location of the tract, the current zoning for that tract, and staff recommendations for each bid.

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

**BUDGET IMPACT:** Based upon the recommended actions, the City would collect \$7,751 for the sale of six tracts and would eliminate all yearly maintenance costs associated with these tracts. All funds received from the sale will go into fund 23 Property Redevelopment.

**SUPPORTING DOCUMENTS:**

1. Exhibit A City-Owned Properties for Sale 2024.
2. Location Map of City-Owned Properties.



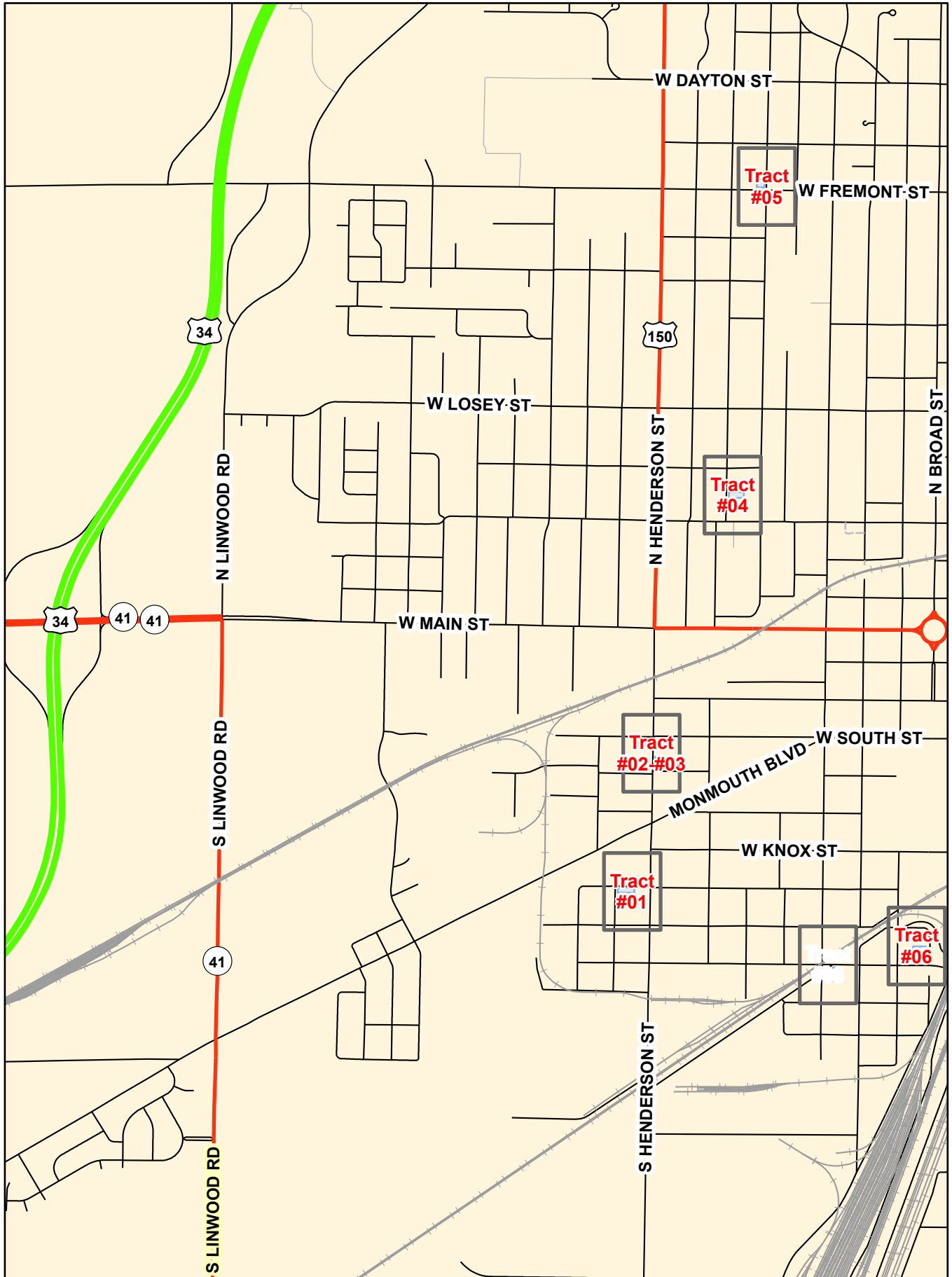
<b>Tract Number</b>	<b>Parcel Number/ Location</b>	<b>Bidders Name</b>	<b>Bid Amount</b>	<b>Description</b>	<b>Zoning</b>	<b>Recommendation</b>	<b>Nuisance Issues</b>
2	9916279017 VL Formerly 324 S Henderson	Flaco Family Farms LLC	589.00	DPB Expansion of Yard	R-2 Two Family	Staff recommends lone bid	None
4	9910306005 VL Formerly 383 Jefferson	Patrick Hathaway	1500.00	DPB Garden??	R-1B Single Family	Not High Bid	None
4	9910306005 VL Formerly 383 Jefferson	Andrew Ahlberg	6000.00	DPB Expansion of yard	R-1B Single Family	Staff recommends high bid	None
4	9910306005 VL Formerly 383 Jefferson	Mark Rasmussen	351.00	NDPB	R-1B Single Family	Not High bid	None
4	9910306005 VL Formerly 383 Jefferson	Joyce Matuasilua	150.00	DPB Build a New House	R-1B Single Family	Staff recommends denial for lack of documentation.	None
5	9903356019 VL Formerly 1212 Maple	Robert Heness	610.00	DPB Expansion of yard	R-1A Single Family	Staff recommends high bid	2 complied issues since 2022
5	9903356019 VL Formerly 1212 Maple	Mark Rasmussen	451.00	NDPB	R-1A Single Family	Not High Bid	None
5	9903356019 VL Formerly 1212 Maple	Joyce Matuasilua	300.00	DPB New Rental House	R-1A Single Family	Staff recommends denial for lack of documentation	None

5	9903356019 VL Formerly 1212 Maple	Celia BoFio	300.00	DPB New Business home	R-1A Single Family	Staff recommends denial for lack of documentation	None
6	9915407010 VL South of 40 W Second	Joyce Matuasilua	200.00	DPB New House	R-1B Single Family	Staff recommends denial for lack of documentation	None
7	9915407010 VL South of 40 W Second	Mark Rasmussen	201.00	NDPB	R-1B Single Family	Staff recommends best bid	None
7	9911379007 VL Formerly 772 Ella	Celia BoFio	500.00	DPB New House	R-2 Two Family	Staff recommends denial for lack of documentation	None
8	9911380009 VL Formerly 179 Lincoln	Celia BoFio	500.00	DPB New Rental House	R-1B Single Family	Staff recommends denial for lack of documentation	None
8	9911380009 VL Formerly 179 Lincoln	Joyce Matuasilua	500.00	DPB New Home for Business Furniture	R-1B Single Family	Staff recommends denial for lack of documentation	None
9	9914176036 VL Formerly 372 Day	John Stipp	150.00	DPB Expansion of yard	R-2 Two Family	Staff recommends lone bid	Yes
10	9914176036 VL Formerly 372 Day	Mark Rasmussen	351.00	NDPB	R-2 Two Family	Staff recommends lone bid.	None



Community Development Department  
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# Available City-Owned Properties West of Broad Street



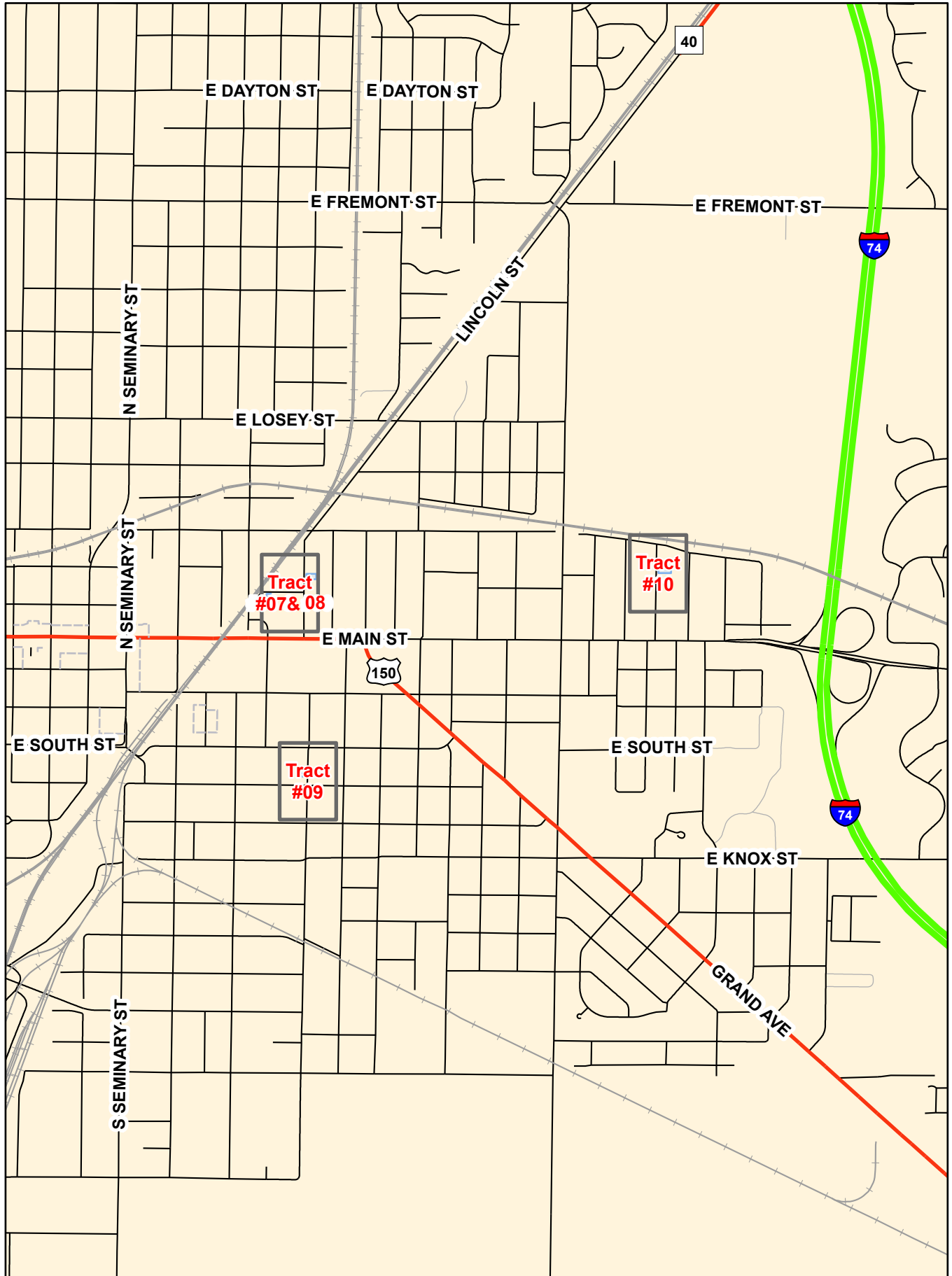
The information included in this map is intended to be advisory only and is NOT designed or intended to be used as a substitute for an accurate field survey, as performed by a Registered Land Surveyor, to determine precise property location

March 14, 2024



Community Development Department  
 Operating Under Council-Manager Government Since 1957

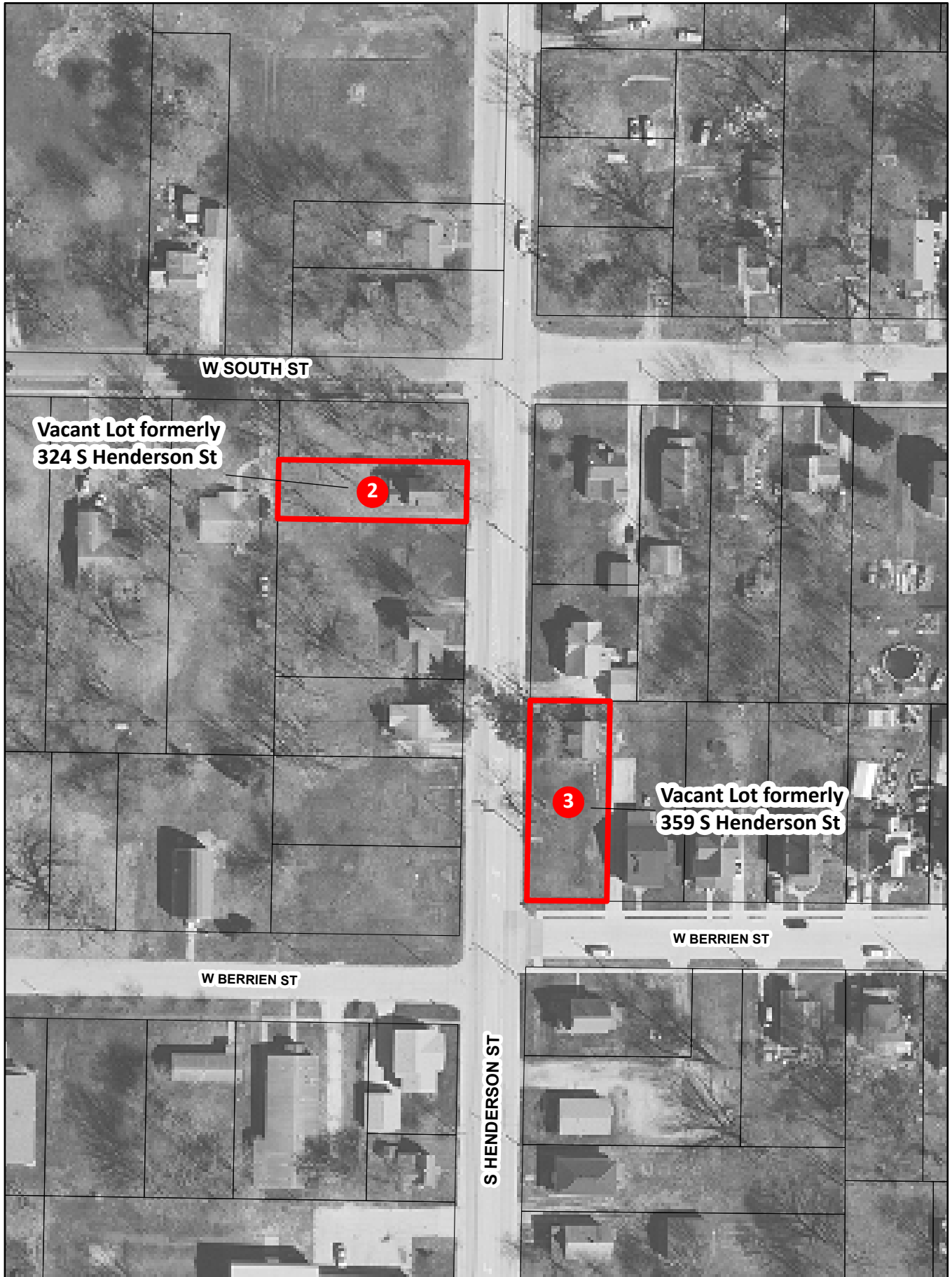
# Available City-Owned Properties East of Broad Street



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

# Tract #01



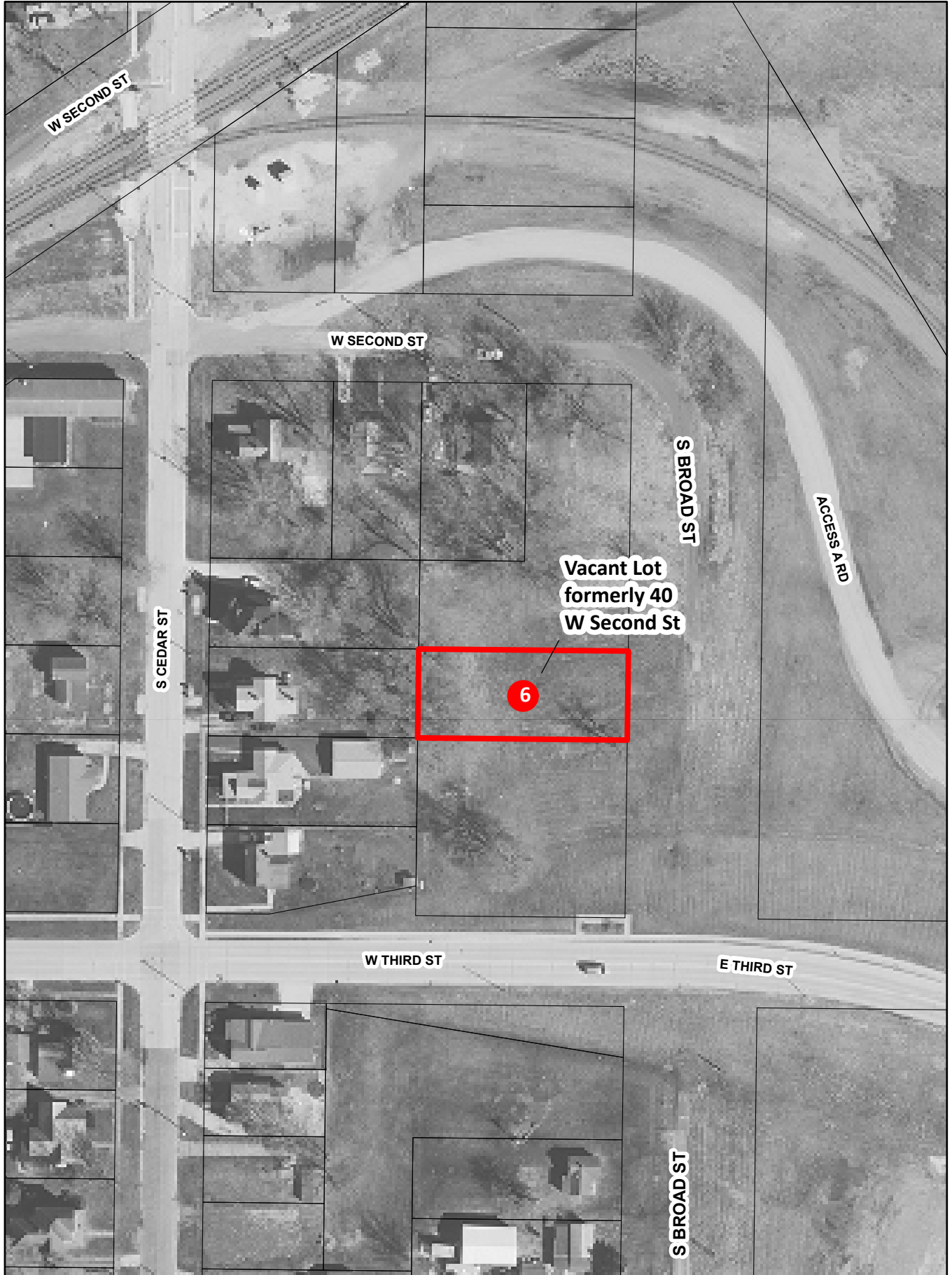


# Tract #04

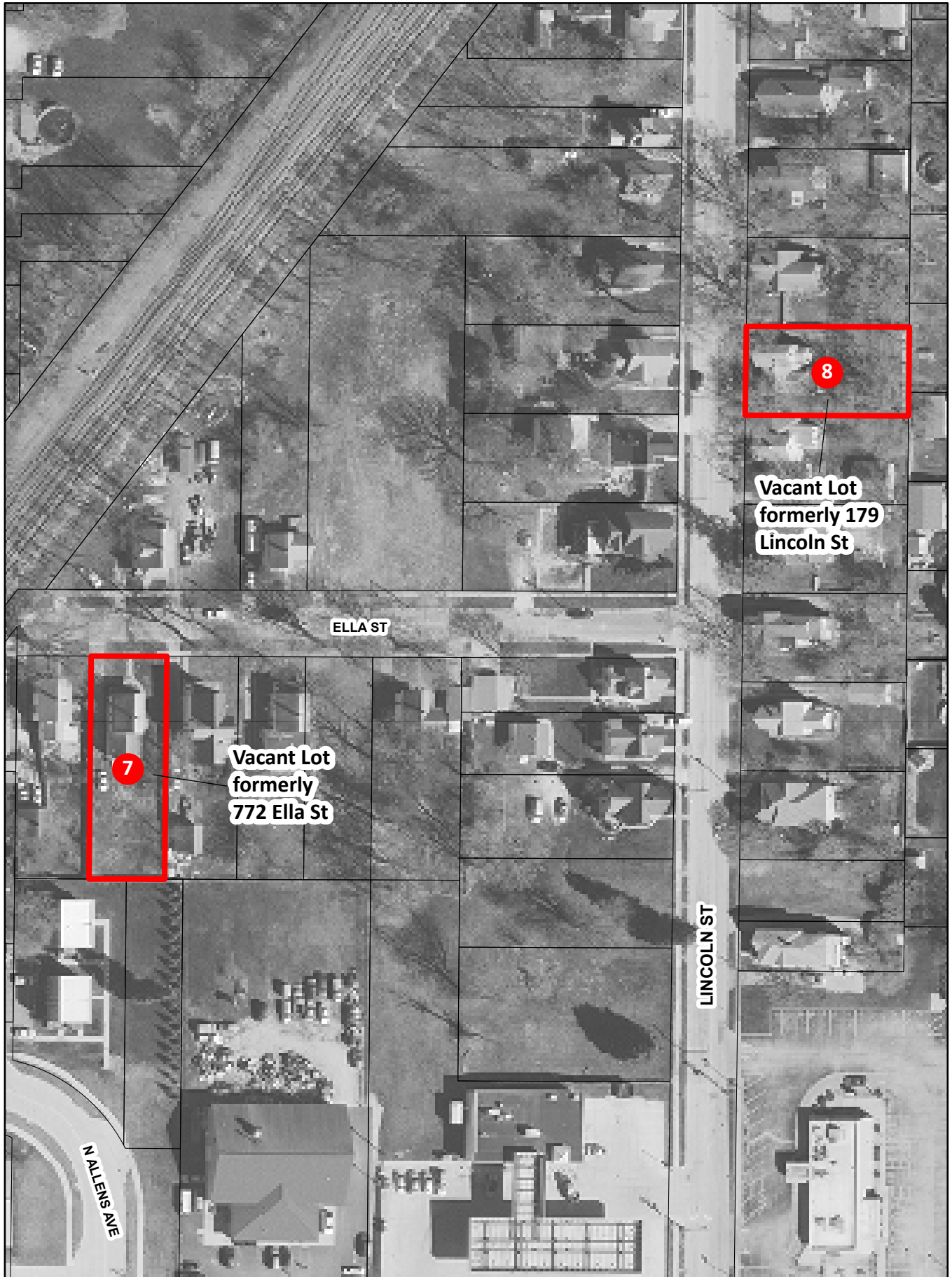








# Tract #07 & #08





# Tract #10



**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Bids for the 2024 Intermittent Resurfacing project.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Public Works, City Engineer, and Purchasing Agent recommend approval of the bid in the amount of \$2,189,342.20 submitted by Brandt Construction Co. of Milan, IL.

**BACKGROUND:** This contract will require the contractor to mill and resurface areas of deteriorated asphalt surface, replace bad sections of curb, and replace sidewalk and sidewalk curb ramps where necessary. The locations included in this project are as follows:

- Losey Street from Broad Street to Seminary Street
- Isle Royale Road from North Street to Losey Street
- Losey Street from Florence Avenue to Farnham Street
- Meadow Lark Drive from 250 feet east of Oriole Drive to Bluebird Drive
- Bluebird Drive from Farnham Street to Dead End
- Flamingo Drive from Farnham Street to Oriole Drive
- Robin Court from Oriole Drive to Dead End
- Cardinal Drive from Oriole Drive to Meadow Lark Drive
- South Street from Academy Street to Kellogg Street
- Canterbury Ct. from Winchester Circle to Dead End
- Buckingham Road from S. Lake Storey Road to Dead End
- Buckingham Road from Whitehaven Circle to Dead End
- Whitehaven Circle from Buckingham Road to Winchester Circle

Another location, Chambers Street from Fifth Street to South Street, was not included in this bid. Due to the size and scope of that project, additional engineering work is still being completed on the project. It is planned to bid this project out separately later this year with construction likely taking place in the spring of 2025.

The project was advertised in the IDOT Contractor Bulletin, the Register Mail and on the city website. Eight (8) bid proposals were sent out to Contractors that typically perform this work and two (2) bids were received. Brandt Construction submitted the low bid in the amount of \$2,189,342.20. The bid is within the estimated amount anticipated for this work and City staff recommend approval of the bid. It is anticipated that the project will begin in July.

**BUDGET IMPACT:** There are sufficient funds budgeted for the work in 2024 in the 2023 GO Bond Fund (Fund 52).

**SUPPORTING DOCUMENTS:**

1. List of Bidders
2. Bid Tabulation

**BIDS SENT TO:**

Gunther Construction Co., Galesburg, IL  
Brandt Construction Co., Milan, IL  
McCarthy Improvement, Davenport, IA  
DMS Contracting Inc., Mascoutah, IL  
Valley Construction Co., Rock Island, IL  
Advanced Asphalt, Princeton, IL  
Beniach Construction, Tuscola, IL  
Helm Civil, Freeport, IL

**CITY OF GALESBURG**

**Public Works Department Memo**

Operating Under Council- Manager Government Since 1957

Intermittent Resurfacing for 2024

Project: 24-01003-65-RS

Bid Date: 6/5/2024

Attended by: Miller/Gavin

<b>BIDDER NAME:</b>	Brandt Construction	Gunther Construction
<b>BIDDER ADDRESS:</b>	700 4th St. W	816 N. Henderson St.
<b>CITY/STATE/ZIP:</b>	Milan, IL 61264	Galesburg, IL 61401

QTY	UNIT	ITEM	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
57	SY	TOPSOIL F & P 6	\$45.00	\$2,565.00	\$51.45	\$2,932.65
536	SY	AGG BASE CSE B 6	\$80.00	\$42,880.00	\$62.12	\$33,296.32
110	SY	PCC BASE CSE 8	\$110.00	\$12,100.00	\$115.42	\$12,696.20
43604	POUND	P BIT MATLS TACK CT	\$1.00	\$43,604.00	\$0.77	\$33,575.08
3	TON	P HMA BC (HM) N50	\$500.00	\$1,500.00	\$638.75	\$1,916.25
564	SY	TEMP RAMP (DRIVEWAY)	\$20.00	\$11,280.00	\$10.59	\$5,972.76
6815	TON	P HMA SC "D" N50	\$140.00	\$954,100.00	\$145.26	\$989,946.90
6841	SF	PC CONC SIDEWALK 4	\$16.50	\$112,876.50	\$18.90	\$129,294.90
123	SF	PC CONC SIDEWALK 6	\$22.00	\$2,706.00	\$20.49	\$2,520.27
2251	SF	PC CONC SIDEWALK 8	\$28.00	\$63,028.00	\$22.18	\$49,927.18
742	SF	DETECTABLE WARNINGS	\$35.00	\$25,970.00	\$26.63	\$19,759.46
110	SY	PAVEMENT REM	\$35.00	\$3,850.00	\$55.08	\$6,058.80
60468	SY	HMA SURF REM 2	\$4.50	\$272,106.00	\$5.24	\$316,852.32
193	FT	CURB REM	\$28.00	\$5,404.00	\$10.43	\$2,012.99
2505	FT	COMB CURB GUTTER REM	\$28.00	\$70,140.00	\$39.03	\$97,770.15
9297	SF	SIDEWALK REM	\$4.00	\$37,188.00	\$6.18	\$57,455.46
3	FT	STORM SEWER REM 6	\$225.00	\$675.00	\$478.44	\$1,435.32
6	FT	STORM SEWER REM 12	\$225.00	\$1,350.00	\$298.40	\$1,790.40
2	EA	MAN TA 4 DIA	\$4,435.00	\$8,870.00	\$9,267.56	\$18,535.12
4	EA	INLETS TA T3F&G	\$3,300.00	\$13,200.00	\$5,090.42	\$20,361.68
1	EA	INLETS TB T3F&G	\$3,500.00	\$3,500.00	\$6,805.78	\$6,805.78
1	EA	INLETS, TB	\$3,600.00	\$3,600.00	\$6,300.78	\$6,300.78
83	EA	MAN ADJUST	\$1,350.00	\$112,050.00	\$1,957.55	\$162,476.65
3	EA	INLETS ADJ NEW T3F&G	\$2,650.00	\$7,950.00	\$2,117.59	\$6,352.77
21	EA	VALVE BOX ADJ	\$1,000.00	\$21,000.00	\$846.56	\$17,777.76
1	EA	REMOV MANHOLES	\$750.00	\$750.00	\$3,753.62	\$3,753.62
4	EA	REMOV INLETS	\$750.00	\$3,000.00	\$2,238.88	\$8,955.52
2454	FT	COMB CC&G TB6.12 AEP	\$65.00	\$159,510.00	\$67.09	\$164,638.86
31	FT	COMB CC&G TB6.24 AEP	\$80.00	\$2,480.00	\$75.13	\$2,329.03
1	L SUM	MOBILIZATION	\$35,000.00	\$35,000.00	\$39,572.40	\$39,572.40
624	FT	SHORT TERM PAVT MK	\$2.75	\$1,716.00	\$10.81	\$6,745.44
209	FT	SHORT TERM PAVT MK REM	\$6.00	\$1,254.00	\$0.01	\$2.09
838	SF	THPL PVT MK LTR & SYM	\$6.00	\$5,028.00	\$7.35	\$6,159.30
13304	FT	THPL PVT MK LINE 4	\$1.00	\$13,304.00	\$1.32	\$17,561.28
2089	FT	THPL PVT MK LINE 6	\$1.50	\$3,133.50	\$1.99	\$4,157.11
1663	FT	THPL PVT MK LINE 8	\$2.00	\$3,326.00	\$2.66	\$4,423.58
692	FT	THPL PVT MK LINE 12	\$3.00	\$2,076.00	\$3.99	\$2,761.08
834	FT	THPL PVT MK LINE 24	\$6.00	\$5,004.00	\$8.40	\$7,005.60
6	FT	STORM SEW CL B 2 12	\$410.00	\$2,460.00	\$585.72	\$3,514.32
1468	SF	BRICK SIDEWALK REM	\$1.65	\$2,422.20	\$6.18	\$9,072.24
129	SF	REM & REIN BRIC PAVER	\$40.00	\$5,160.00	\$21.04	\$2,714.16
10	CY	TRENCH BACKFILL SPL	\$300.00	\$3,000.00	\$138.99	\$1,389.90
1111	SY	TEMPORARY RAMP SPL	\$20.00	\$22,220.00	\$8.96	\$9,954.56
21	FT	CONC GUTTER TB SPL	\$75.00	\$1,575.00	\$134.70	\$2,828.70
1	L SUM	TRAF CONT & PROT SPL	\$16,000.00	\$16,000.00	\$34,543.43	\$34,543.43
1	EA	JUNCTION BOX TO BE ADJUSTED	\$1,350.00	\$1,350.00	\$0.01	\$0.01
1	L SUM	RR PROT LIABILITY INS	\$2,500.00	\$2,500.00	\$6,110.96	\$6,110.96
10408	SF	AGG BASE CSE B 2 (SPL)	\$4.00	\$41,632.00	\$2.77	\$28,830.16
1	EA	CASTINGS TO BE REMOVED	\$475.00	\$475.00	\$885.20	\$885.20
1193	SF	PC CONC SIDEWALK, 4" (SPL)	\$18.00	\$21,474.00	\$23.18	\$27,653.74

**TOTAL COST**

**\$2,189,342.20**

**\$2,399,386.24**

**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Letter of Commitment with the Illinois Department of Transportation (IDOT) for replacing the structure carrying Lincoln Park Drive over US 34.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Public Works, and City Engineer recommend approval of the Letter of Commitment.

**BACKGROUND:** IDOT is planning to replace the structure on Lincoln Park Drive over the US 34 bypass in Galesburg. They are in the preliminary design phase of the project and have determined that bicycle and pedestrian accommodations are warranted to be included with the new bridge. The new bridge will have 5' wide sidewalks on both sides, which match the sidewalks on the existing bridge. The proposed traffic lanes on the bridge will be wider shared lanes for on-street bike accommodation. The new bridge will include barrier fencing on both sides.

IDOT is proposing to pay for all costs associated with the engineering and construction of the bridge, sidewalks and fencing. The City will continue its responsibility for non-structural maintenance of the sidewalk, similar to the agreement currently in place for the existing bridge. Prior to moving forward in the design process, IDOT has requested approval of a Letter of Commitment from the City agreeing to assume future responsibility for maintenance. As the project gets closer to construction, a Letter of Understanding will be brought to Council with final details concerning maintenance and jurisdictional responsibilities. The project is tentatively scheduled for a 2026 letting. City staff recommend approval of the Letter of Commitment.

**BUDGET IMPACT:** None

**SUPPORTING DOCUMENTS:**

1. Letter of Commitment
2. Exhibit



FAP Route 313 (US 34/IL110)  
Section: (21-HB-1,2)BR  
Knox County  
Location: Lincoln Park Drive over US 34/IL  
110 in Galesburg  
Job No. C-94-072-21  
Contract No. 68G51  
Catalog No.: 036359-02D

## LETTER OF COMMITMENT

This Letter of Commitment, entered into this \_\_\_ day of \_\_\_\_\_ A.D., 2024, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF GALESBURG, of the State of Illinois, hereinafter called the CITY.

### WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of replacing the existing structure (S.N. 048-0068) carrying Lincoln Park Drive over FAP Route 313 (US 34/IL 110) in GALESBURG; and

WHEREAS, the scope of work includes removal of the existing structure (S.N. 048-0068) and construction of a new structure (S.N. 048-0108) with bicycle and pedestrian accommodations, and reconstruction of adjacent roadway approaches to match the new bridge widths and elevations (see Exhibit); and

WHEREAS, the STATE is in the preliminary design phase for the project and has determined that the warrants for bicycle and pedestrian accommodation have been met, thereby creating a requirement to consider bicycle and pedestrian accommodations as part of the project; and

WHEREAS, the existing bridge deck of S.N. 048-0065 (NB and SB) have sidewalk along both sides of the bridge deck; and

WHEREAS, the STATE has developed a proposed pedestrian accommodation consisting of 5' wide sidewalk along the east and west side of the structure and proposed 17'-6" shared lanes for bicycle accommodations; and

WHEREAS, it is necessary to define responsibilities and commitments of both parties to ensure project scheduling and timeliness; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction, and cause the sidewalk and all appurtenances to be built in accordance with plans, specifications, and contract.
2. The STATE agrees to pay for all right-of-way, construction, and engineering costs for the project, and other appurtenances constructed as part of this project to accommodate the installation of the sidewalk.
3. The CITY agrees to continue its existing responsibility for the non-structural maintenance of the sidewalk constructed as part of this project.
4. Final details concerning maintenance and jurisdictional responsibilities, and any required ordinance/resolutions shall be addressed in a Letter of Understanding as the proposed improvement's plans and contract are developed.

This LETTER OF COMMITMENT shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

CITY OF GALESBURG

By: \_\_\_\_\_  
Kensil A. Garnett, P.E.  
Region Three Engineer

By: \_\_\_\_\_  
Peter Schwartzman, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Kelli R. Bennewitz, City Clerk

# LOCATION MAP

FAP Route 313 (US 34/IL110)

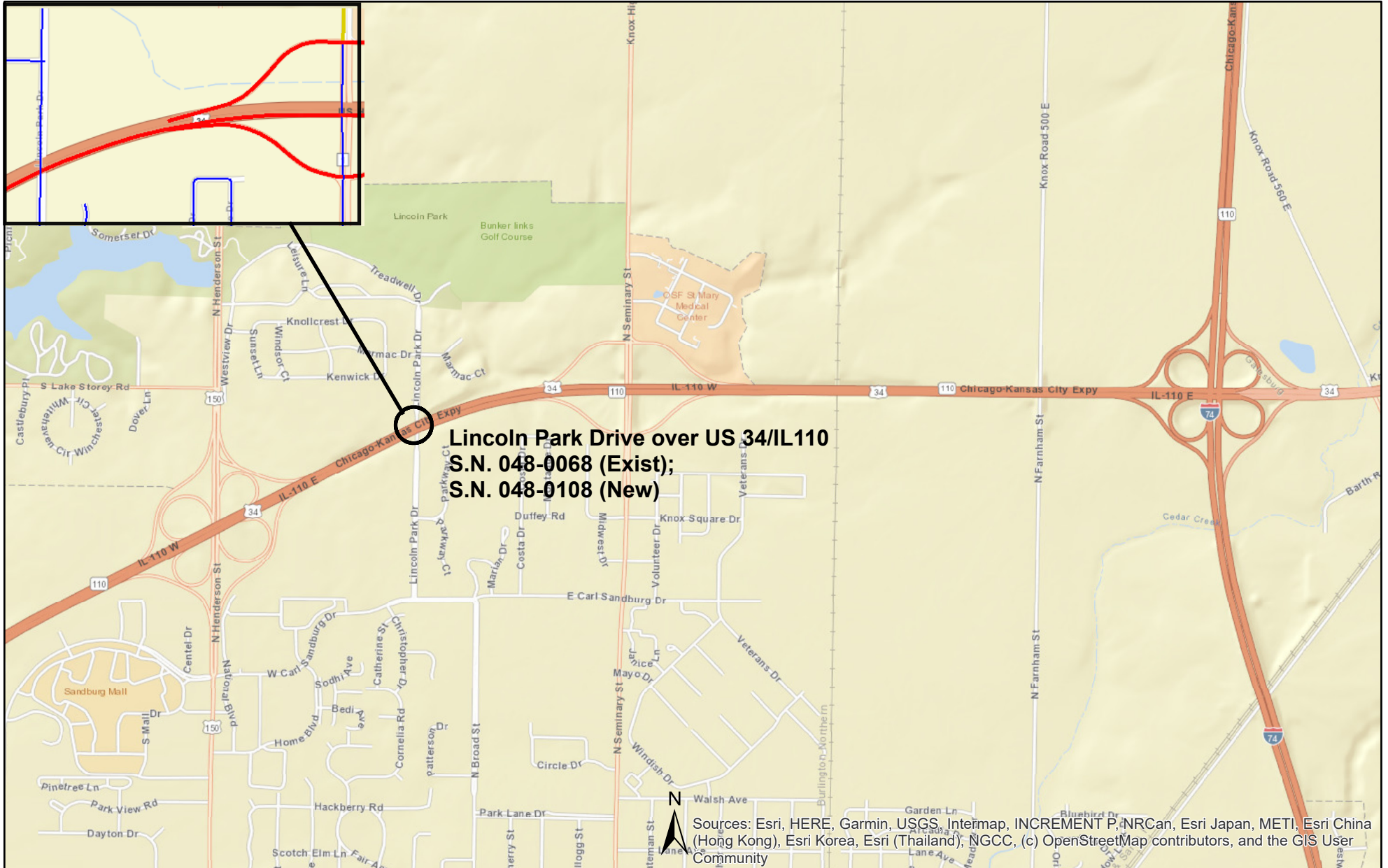
Section: (21-HB-1,2)BR

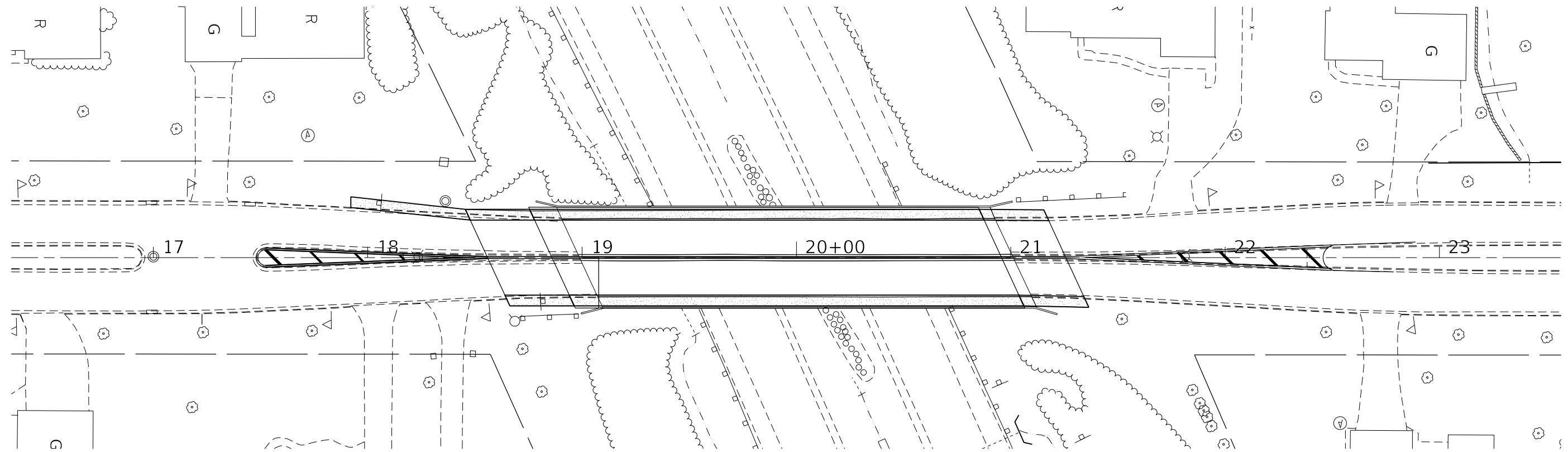
Knox County

Location: Lincoln Park Drive over US 34/IL 110 in Galesburg

Job No. C-94-072-21

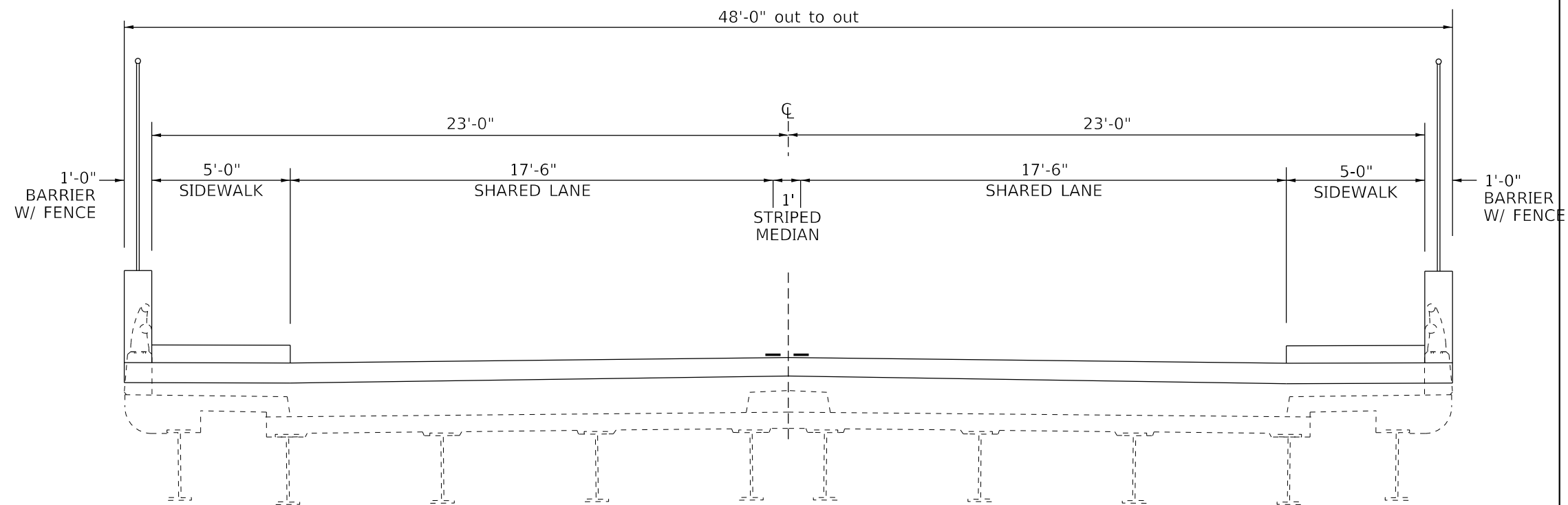
Contract No. 68G51





**NOTES:**

1. WEST SIDE: 5' SIDEWALK TO MATCH EXISTING CONDITIONS & 17'-6" SHARED LANE FOR BIKE ACCOMODATIONS.  
EAST SIDE: 5' SIDEWALK TO PROVIDE & 17'-6" SHARED LANE BIKE ACCOMODATIONS.  
BOTH SIDES: PROPOSED BARRIER WITH FENCE
2. 1 FT STRIPED MEDIAN TO REPLACE RAISED MEDIAN



MODEL: Default  
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 PLOT DATE = 3/11/2024

USER NAME = anna.devine	DESIGNED - _____	REVISED - _____
DRAWN - _____	REVISOR - _____	REVISOR - _____
CHECKED - _____	REVISOR - _____	REVISOR - _____
DATE - _____	REVISOR - _____	REVISOR - _____

**STATE OF ILLINOIS**  
**DEPARTMENT OF TRANSPORTATION**

**IDOT PROPOSED TEMPLATE**

SCALE: \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS STA. \_\_\_\_\_ TO STA. \_\_\_\_\_

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
_____	_____	_____	_____	_____
CONTRACT NO.			_____	_____
ILLINOIS FED. AID PROJECT				

**CITY OF GALESBURG  
COUNCIL LETTER  
JUNE 17, 2024**

**AGENDA ITEM:** Proposal recommendation for architectural/engineering services for the Cooke Park development project.

**SUMMARY RECOMMENDATION:** The City Manager, Director of Parks and Recreation and City Engineer recommend approval of a proposal submitted by Farnsworth Group in the amount of \$81,000 to complete the engineering/architectural work on the Cooke Park development project.

**BACKGROUND:** The City has been awarded an Open Space and Land Acquisition Development (OSLAD) grant to develop a park at 652 W. 2<sup>nd</sup> Street. The grant award includes funds for architectural/engineering services to complete the design development, construction documents, and bidding services for the project. The scope of the work in the OSLAD grant to develop the park includes constructing a shelter, playground, restroom, parking area, trailhead, and walking path. The engineering/architectural firm will work with City staff to gather public input on the project elements, develop a design for the improvements based on the scope of work in the grant and the public's input, and put together construction documents for bidding the project. The project budget submitted in the OSLAD application was \$1,000,000 with 50% or \$500,000 being paid for by OSLAD grant funds. The City also anticipates receiving a \$250,000 grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) towards this project. These funds will be applied to the project in addition to the \$1,000,000 budgeted in the OSLAD grant. This will allow for additional amenities to be included in the project and design work will be added to the architectural and engineering agreement once the scope of the additional amenities has been finalized.

Farnsworth Group provided a proposal for their services based on the scope of work for the project. Farnsworth Group has experience working on park development projects, and specifically projects awarded OSLAD funding. City staff have also worked with Farnsworth Group recently on the two successful OSLAD grant projects at H.T. Custer Park and Lancaster Park. City staff recommend approval of the proposal from Farnsworth Group in the amount of \$81,000 for engineering/architectural services for the Cooke Park development project. It is anticipated that the project will be bid out in early 2025 and construction would begin in the spring of 2025.

**BUDGET IMPACT:** Sufficient funds are budgeted for this work in the 2024 budget in the Utility Tax Fund (Fund 59) and Grant Fund (Fund 13). The grant requires a 50% local match. \$40,500 will be paid from the Utility Tax Fund and the remaining \$40,500 will be reimbursed by the State from the grant funds awarded.

**SUPPORTING DOCUMENTS:**

1. Architectural/engineering services proposal
2. Preliminary site development plan



PROJECT SERVICES AGREEMENT

# Cooke Park

City of Galesburg

May 21, 2024

May 21, 2024

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

RE: Project Services Agreement for Cooke Park

Dear Aaron:

Congratulations again to the City and the Parks and Recreation Department in securing an OSLAD grant to develop the Cooke property into a neighborhood park! We are excited to help you utilize that funding and put a plan into action so those improvements can be realized and enjoyed by the community through a similar process as done with HT Custer and Lancaster Parks. Farnsworth Group, Inc. ("Farnsworth Group") is pleased to present this Project Services Agreement ("Agreement") to City of Galesburg ("Client") to provide landscape architectural and engineering design services for Cooke Park located in Galesburg, Illinois. We have prepared this Agreement to match the scope of the work as we understand it, and identified as follows:

- Provide design services to develop the Cooke property into a park as outlined in the FY24 OSLAD Grant Application submitted by the City of Galesburg, including: walking path with trailhead, a playground, a covered picnic shelter, restroom, site furnishings and landscape plantings.

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

Sincerely,

FARNSWORTH GROUP, INC.



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



## PROJECT OVERVIEW /

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

- OSLAD Grant Application and exhibits for “Cooke Property Development”
- Communication from City Engineer on 4/17:
  - \$1M total budget
  - Design phase shall occur in 2024 with bidding & construction administration services to follow in 2025

## SCOPE OF PROFESSIONAL SERVICES /

### SCOPE OF WORK

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

#### Task 1: Project Kick-Off

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

#### Task 2: Information Gathering

**Task 2.1** Farnsworth Group shall review existing documents and data available for the Cooke property including OSLAD application and exhibits, site history, GIS and utilities information. One site visit to perform site analysis and gather additional pertinent information for park design is included.

**Task 2.2** Complete topographic survey of the park site. Farnsworth will provide CAD file to the City upon completion for their future use.

#### Task 2.3 Public Engagement

- Public Design Workshop to be held at City-selected location preferably near or within the Cooke property neighborhood to solicit additional feedback regarding proposed recreational components and site layout. Farnsworth shall design and provide an informational flier to advertise the event. The City is responsible for postings and/or mailings for public notification.
- Conduct Key Stakeholder Interviews, ½ hour sessions either by phone or in-person, maximum 6 people. List to be developed by City with assistance from Farnsworth Group.
- Provide summary of the above events to the City.

#### Task 3: Design Development

**Task 3.1** Conduct in-person Design Workshop with City staff to:

- Review input from public engagement sessions.
- Gather feedback regarding recreational amenities, shelter and restroom design, site

furnishings, and City-preferred vendors for various site amenities.

- Create a conceptual overall sketch for park improvements and circulation.

#### **Task 3.2** 50% Design Development Documents

- Utilizing the information from previous Tasks 2 and 3.1, a site plan will be developed and submitted for City approval.
- Creation of Design Development Drawing Set to include cover page, existing conditions and demolition, overall site plan and enlargements as needed, site grading and utilities, preliminary planting, and details necessary for costing.
- Submit electronic pdf set of drawings to City for review.

#### **Task 3.3** 100% Design Development Documents

- Complete Design Development Drawing Set incorporating any comments from City at 50% review.
- Farnsworth shall develop an Opinion of Probable Construction Cost.
- Create Project Manual Outline indicating necessary Technical Specification Sections.
- Submit electronic pdf set of drawings and Opinion of Probable Construction Cost to City for review.
- Conduct Meeting with the City to review the Design Development Documents.
- Create a rendered overall site plan with graphic legend for presentation purposes.

### **Task 4: Construction Documents**

#### **Task 4.1** 90% Construction Documents

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

#### **Task 4.2** 100% Construction Documents

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

## Task 5: Bidding

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

**Task 5.2** Attend pre-bid meeting at project site.

**Task 5.3** Attend bid opening at City Hall.

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

## DELIVERABLES

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

- Information Gathering
  - Electronic CAD file of Topographic Survey
  - Public Engagement Summaries
- Design Phases
  - Conceptual site plan
  - 50% Design Development Submittal
  - 100% Design Development Submittal
  - Opinion of Probable Cost
  - Rendered Site Plan
  - 90% Construction Document Submittal with Project Manual
  - 100% Construction Documents with Project Manual
- Bidding Phase
  - Pre-Bid Meeting Sign-In
  - Contractor Questions Response
  - Addenda
  - Bid Summary & Recommendation

## MAIN POINT OF CONTACT /

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

Amy Wilson, PLA|ASLA  
Sr. Project Landscape Architect  
[awilson@f-w.com](mailto:awilson@f-w.com)  
D 309.429.6676  
C 309.202.9658

## DESIGN TEAM

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

Principal:	Caius Jennison	Farnsworth Group, Inc.
Landscape Architectural Manager:	Bruce Brown	Farnsworth Group, Inc.
Landscape Architect:	Amy Wilson	Farnsworth Group, Inc.
Land Survey Manager:	Ken Silverthorn	Farnsworth Group, Inc.
Civil Engineering Manager:	Laura Tobben	Farnsworth Group, Inc.
Civil Engineering:	Trevor Alexander	Farnsworth Group, Inc.
Electrical Engineering Manager:	Warren Kohm	Farnsworth Group, Inc.
Electrical Engineering:	Ben Sammis	Farnsworth Group, Inc.

## PROFESSIONAL FEES /

Farnsworth Group proposes to provide the described services for a fixed fee of **\$81,000.00 (Eighty-one thousand dollars)**. Below is a breakdown of the total sum by service category:

Survey	\$ 4,000.00
Public Engagement	\$ 6,000.00
Design	\$ 65,000.00
Bidding	\$ 4,500.00
Reimbursables (mileage, postage, and presentation printing)	\$ 1,500.00

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

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

## PROJECT TIMELINE /

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

- Project Award June 18, 2024
- External Kickoff July 17, 2024
- Public Engagement August/September 2024
- Topographic Survey August 30, 2024
- Design Workshop October 1, 2024
- Design Development October 2024
- Construction Documents November/December 2024
- Bidding December/January 2025
- Construction Start February 2025
- Substantial Completion October 31, 2025
- Final Completion November 26, 2025

## ASSUMPTIONS AND CLARIFICATIONS /

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

1. Design Milestone Expectations: Significant rework of deliverables post associated % completion/milestones may require additional services and fees for rework.
2. The number of meetings, site visits or travel included in this proposal are mentioned in the

scope of services section. Additional meetings, site visits or travel may be requested on an hourly basis.

3. Design revisions required as a result of code changes adopted after delivery of 100% construction documents are not included.
4. Taxes or government fees are not included in the fee but are payable as provided in the General Conditions.
5. This work is expected to commence in July 2024. Significant delays in start date may require reassessing necessary services, schedule, and fees.
6. Permitting services are not included in the fee.
7. As-built drawings are not included; nor are As-Built drawing revisions and reformatting based on contractor provided as-built markups.
8. Detailed construction schedule is not included in the scope.
9. Readily available access to the project site will be provided.
10. Revisions caused by Client, Tenants, Authority Having Jurisdiction (AHJ), other governmental review agencies or any other entity that causes work already performed to be revised is excluded.
11. Construction staking services is not included.
12. Construction administration services, including but not limited to construction observation and project record set for OSLAD IDNR closeout submittal, are excluded in this proposal.
13. Grant administration requirements for IDNR per the OSLAD contract terms shall be provided by the City.

### ADDITIONAL SERVICES /

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

- Multiple revisions and changes of scope both during and after each phase of service.
- Preparation of plans or specifications not specifically defined by this agreement.
- Meetings and/or hearings with Planning and Zoning or City Council.
- Attendance at additional meetings or site visits requested by the CLIENT.
- Assistance with Material Testing.
- Assistance with special inspections.
- Construction Staking.
- 3D Renderings or special presentation graphics.
- Design of signage.
- Postings, notifications, and other related services are not included in the proposed scope of work. Farnsworth Group can provide these services as an additional service upon request.

### CLIENT RESPONSIBILITIES /

The following services or items are required to be provided by you to allow Farnsworth to complete the

scope of services outlined above.

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

**AGREEMENT /**

FARNSWORTH GROUP, INC.



Signature

Bruce A. Brown

Typed Name

Sr. Landscape Architectural Manager

Title

May 21, 2024

Date

CITY OF GALESBURG

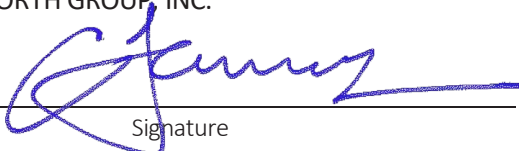
Signature

Typed Name

Title

Date

FARNSWORTH GROUP, INC.



Signature

Caius Jennison

Typed Name

Principal

Title

May 21, 2024

Date



Date: May 21, 2024  
Client: City of Galesburg  
Project: Cooke Park

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

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

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

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

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

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

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

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

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

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

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

If to Client:  
City of Galesburg  
Attn: Aaron Gavin, City Engineer  
55 W. Tompkins St.  
Galesburg, IL 61401  
E-mail: [agavin@ci.galesburg.il.us](mailto:agavin@ci.galesburg.il.us)

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

With a copy (which will not constitute notice) to:  
Farnsworth Group, Inc.  
Attn: Ryan Perras  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111  
E-mail: rperras@f-w.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Electronic Files Transfer.**

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



(b) Upon request, Farnsworth Group will supply Project Files to Client upon the express terms and conditions set forth herein:

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

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

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

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

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

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

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

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

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

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

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

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

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

**Environmental Site Assessments:** No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group is not be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment Report are provided at the discretion of the environmental professional for the benefit of Client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of Client. Farnsworth

Group does not intend, without its written consent, for the Phase 1 Environmental Site Assessment Report to be disseminated to anyone beside Client, or to be used or relied upon by anyone beside Client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.

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

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

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

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

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

SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO FARNSWORTH GROUP BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST FARNSWORTH GROUP, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF FARNSWORTH GROUP IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, FARNSWORTH GROUP WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF FARNSWORTH GROUP UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, FARNSWORTH GROUP'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS FARNSWORTH GROUP, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO FARNSWORTH GROUP PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

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

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

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

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

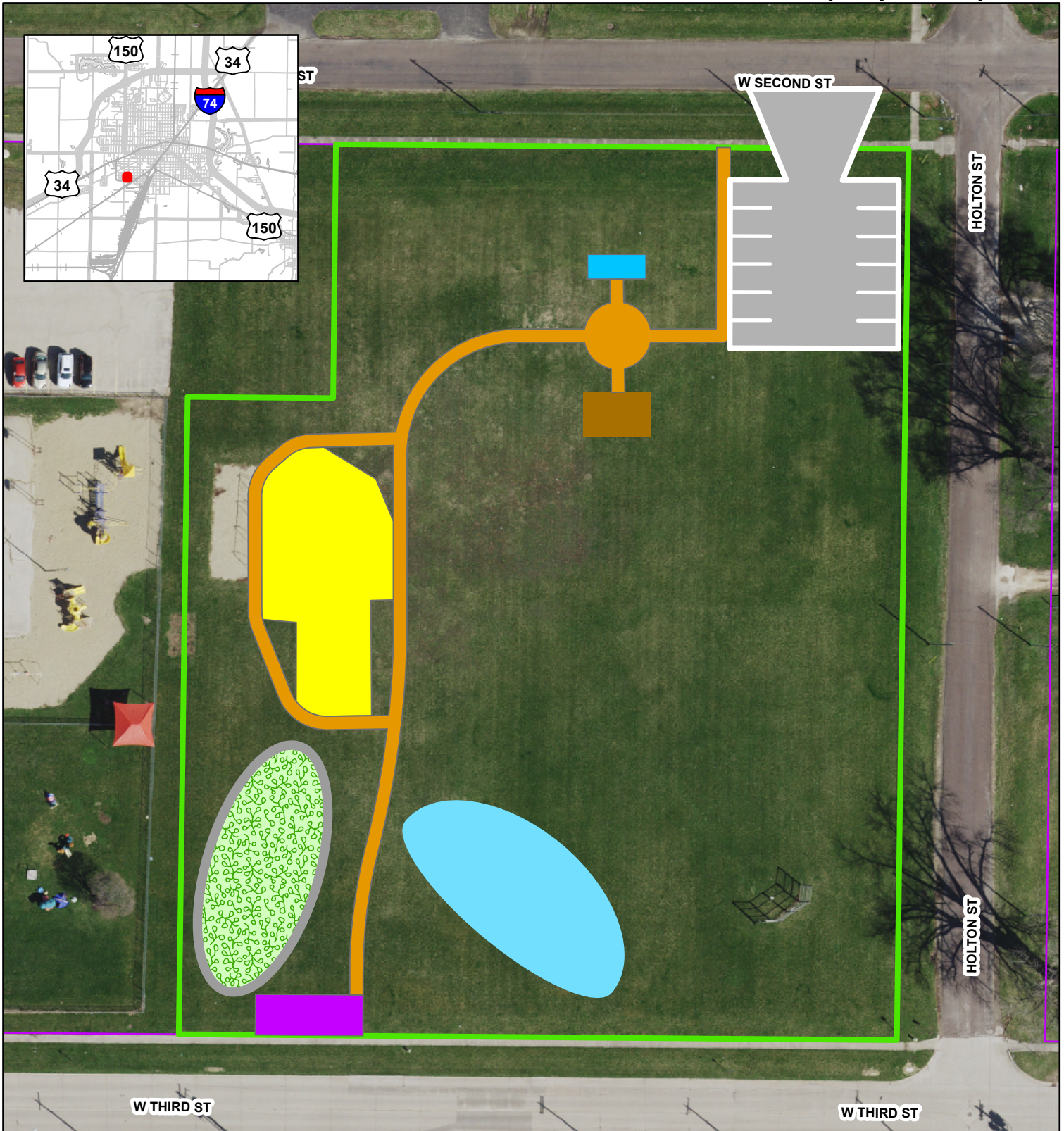
**Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

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

118-995



# Attachment A-3 Development Plan City of Galesburg Cooke Property Development



<b>Proposed Facilities</b>	Restroom	Trailhead
Playground	Shelter	Future Berm (Donation)
Walking Path	Parking Lot	Future Pollinator Garden (Donation)

TOWN OF THE CITY OF GALESBURG

Date: June 17, 2024

Agenda Number: 24-9012

TOWN FUND	<u>\$7,445.93</u>
GENERAL ASSISTANCE FUND	<u>\$9,990.31</u>
IMRF FUND	<u>                    </u>
SOCIAL SECURITY/MEDICARE FUND	<u>\$1,500.00</u>
LIABILITY FUND	<u>\$4,177.58</u>
AUDIT FUND	<u>                    </u>
TOTAL	<u>\$23,113.82</u>

8:58 AM

06/11/24

Accrual Basis

**TOWN of the City of Galesburg - TOWN**  
**Advance Pay Vendor Summary by Month**  
**May 28 through June 10, 2024**

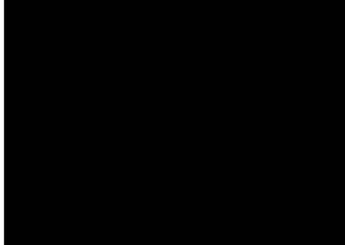
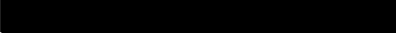
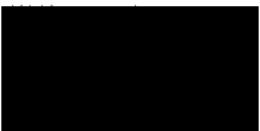


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	<u>May 28 - 31, 24</u>	<u>Jun 1 - 10, 24</u>	<u>TOTAL</u>
ABC Fire Extinguisher	0.00	79.90	79.90
Ameren Illinois	0.00	288.83	288.83
CityGalesburg EXPENSES	0.00	142.83	142.83
CityGalesburg GROUP INS	0.00	6,165.27	6,165.27
F&M Credit Card	0.00	70.58	70.58
OSI	53.52	0.00	53.52
Petty Crew, LLC	225.00	0.00	225.00
Royal Cleaning	0.00	420.00	420.00
<b>TOTAL</b>	<b><u>278.52</u></b>	<b><u>7,167.41</u></b>	<b><u>7,445.93</u></b>

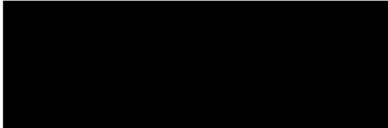
## TOWN OF THE CITY OF GALESBURG - GA

### General Assistance Advance Payment Report

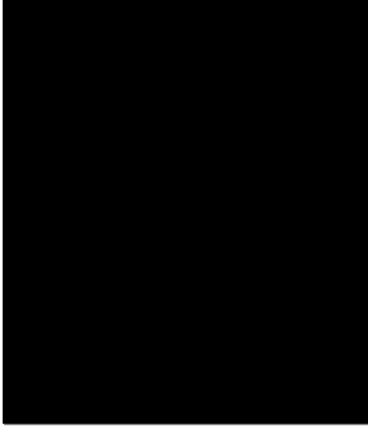
May 28 2024 - June 10 2024

Date	Num	Name	Memo	Paid Amount
<b>Expense</b>				
<b>439 - Office Supplies &amp; Service</b>				
06/03/2024	25070	OSI	10254 INV 1159723-1 1161959-0 after credit ...	22.75
Total 439 - Office Supplies & Service				22.75
<b>602 - Gen Assistance - Rent</b>				
05/28/2024	25060	LL Vanguard Properties, LLC		425.00
05/28/2024	25061	LL KCHA		11.00
05/29/2024	25063	LL Hagerly, Roger		425.00
05/29/2024	25064	LL Sandburg Lake Estates		425.00
06/03/2024	25065	LL KCHA		50.00
06/03/2024	25065	LL KCHA		11.00
06/03/2024	25067	Oakbrook Corp/Mary Allen ...		50.00
06/03/2024	25068	LL LW Oison LLC		350.00
06/03/2024	25073	LL KCHA		25.00
06/03/2024	25074	LL Finzel, Paul		425.00
Total 602 - Gen Assistance - Rent				2,197.00
<b>603 - Gen Assistance - Utilities</b>				
05/28/2024	25059	City WATER Galesburg		78.51
Total 603 - Gen Assistance - Utilities				78.51
<b>605 - Gen Assistance - P &amp; H</b>				
06/03/2024	25069	Shoe Sensation		70.11
06/03/2024	25069	Shoe Sensation		62.98
06/03/2024	25069	Shoe Sensation		52.14
06/03/2024	25069	Shoe Sensation		44.99
06/10/2024	25084	Purple Hangar		23.00
Total 605 - Gen Assistance - P & H				253.22
<b>612 - Gen Assistance - Misc/Lndry/Tra</b>				
05/28/2024	25062	LL KCHA Laundry		12.00
06/03/2024	25072	LL KCHA		12.00
06/06/2024	25076	Oakbrook Corp/Mary Allen ...		12.00
Total 612 - Gen Assistance - Misc/Lndry/Tra				36.00
<b>613 - Emergency Assistance - Rent</b>				
06/03/2024	25066	LL Bridlecreek / Rural Rentals		425.00
06/06/2024	25079	LL KCHA		1,000.00
06/06/2024	25080	LL Carter, Zan		425.00
Total 613 - Emergency Assistance - Rent				1,850.00

TOWN OF THE CITY OF GALESBURG - GA  
**General Assistance Advance Payment Report**  
May 28 2024 - June 10 2024

Date	Num	Name	Memo	Paid Amount
<b>614 - Emergency Assistance - Utility</b>				
06/03/2024	25075	AMEREN PLEDGE		556.67
06/06/2024	25077	AMEREN PLEDGE		1,000.00
06/06/2024	25078	AMEREN PLEDGE		1,000.00
06/10/2024	25085	AMEREN PLEDGE		993.97
06/10/2024	25086	AMEREN PLEDGE		503.64
Total 614 - Emergency Assistance - Utility				4,054.28
Total Expense				8,491.76
<b>Net Income</b>				<b>-8,491.76</b>

**TOWN OF THE CITY OF GALESBURG - GA**  
**General Assistance Payment Due Report**  
 May 28 2024 - June 10 2024

Type	Name	Num	Date	Memo	Amount	
<b>May 28 - Jun 10, 24</b>						
Bill	Big Lots	51624	06/06/2024		98.05	
Bill	Big Lots	5282024	06/06/2024		48.90	
Bill	Big Lots	3100027969	06/06/2024		99.49	
Bill	Big Lots	3100027970	06/06/2024		50.00	
Bill	Big Lots	3100027967	06/06/2024		73.38	
Bill	F & M Credit Card	4798510218749568	06/03/2024		442.58	
Bill	Hy-Vee Main St # 1216	52824	06/03/2024		98.78	
Bill	Hy-Vee Main St # 1216	52824	06/03/2024		24.94	
Bill	Hy-Vee Main St # 1216	5282024	06/03/2024		48.85	
Bill	Hy-Vee Main St # 1216	52024	06/03/2024		91.78	
Bill	Hy-Vee Main St # 1216	52224	06/03/2024		97.94	
Bill	Hy-Vee Main St # 1216	5222024	06/03/2024		99.09	
Bill	Hy-Vee Main St # 1216	52224	06/03/2024		100.00	
Bill	Salvation Army Thrift Store	050224	06/10/2024		44.43	
Bill	Salvation Army Thrift Store	050124	06/10/2024		46.42	
Bill	Salvation Army Thrift Store	050924	06/10/2024		22.44	
Bill	Salvation Army Thrift Store	52024	06/10/2024		11.48	
<b>May 28 - Jun 10, 24</b>					<b>1,498.55</b>	



**SSMC FUND**  
**SSMC Transactions**  
**May 28,2024 - June 10 2024**

Type	Date	Name	Memo	Split	Amount
108 · Cash - CBI F&M SSMC FUND Transfer	05/29/2024		Funds Transfer 2nd Mayy PP transfer to pay ta...	107 · Cash - CBI F&M IMRF FUND	1,500.00
Total 108 · Cash - CBI F&M SSMC FUND					1,500.00
<b>TOTAL</b>					<b>1,500.00</b>

**TOWN of the City of Galesburg - LIAB**  
**LIABILTY FUND PAYMENT DUE REPORT**  
 May 28 2024 - June 10 2024

Type	Date	Num	Name	Memo	Split	Amount
<b>109 - Cash - CBI F&amp;M LIAB FUND</b>						
Liability ...	06/03/2024	33017905	FEDERAL TAX_IRS	37-6006998 5/31/2...	-SPLIT-	-3,466.18
Liability ...	06/07/2024	2108181808	Illinois Dept. of Revenue	37-6006998 000	211 - State Payroll Ta...	-711.40
Total 109 - Cash - CBI F&M LIAB FUND						-4,177.58
<b>TOTAL</b>						<b>-4,177.58</b>