



AGENDA
CITY OF ROCHELLE
CITY COUNCIL MEETING
Monday, May 13, 2024 at 6:30 PM

City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER:

1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:

1. Rochelle Area Community Foundation Presentation
- [2.](#) Municipal Clerks Week - 5/5/2024 - 5/11/2024
- [3.](#) National Police Week - 5/12/2024 - 5/18/2024
- [4.](#) National Public Works Week - 5/19/2024 - 5/25/2024
5. New Employee Introduction - Khrysta Olson - Human Resources
6. Lifesaving Awards
7. Dispatcher of the Year
8. DUI Enforcement Officer of the Year
9. Traffic Enforcement Officer of the Year

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report
2. Council Members

V. PUBLIC COMMENTARY:

VI. BUSINESS ITEMS:

- [1.](#) CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve City Council Meeting Minutes - 04/22/2024
 - b) Accept and Place on File Planning & Zoning Commission Meeting Minutes - 04/01/2024
 - c) Approve Payroll - 04/01/24-04/14/24, 04/15/24-04/28/24
 - d) Approve Payment Registers - 4/17/24, 4/22/24, 4/29/24, 5/6/24
 - e) Approve Special Event Request - VFW Block Party
- [2.](#) An Ordinance Approving Variance for Lot Coverage at 903 4th Avenue, Parcel 24-24-313-011
- [3.](#) A Resolution Authorizing a Loan Agreement with the Illinois Environmental Protection Agency for the Construction of an Iron Removal Plant at Well 8
- [4.](#) An Ordinance Authorizing the Notice of Intent to Award Construction Contract for an Iron Removal Plant at Well 8 to Larson & Larson Builders, Inc.
- [5.](#) An Ordinance Authorizing the City of Rochelle, Ogle County, Illinois to Borrow Funds from the Public Water Supply Loan Program
- [6.](#) An Ordinance Accepting and Approving the Proposal of Larson & Larson Builders, Inc. Pursuant to the Request for Bids for the Construction of an Iron Filter Plant at Well 8
- [7.](#) A Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Transformers not to Exceed \$525,000
- [8.](#) An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Syndeo Networks, Inc.

- [9.](#) An Ordinance Authorizing the Execution of a Joint Funding Agreement for Federally Funded Construction between the City of Rochelle and Illinois Department of Transportation for the Creston/Caron Road Project (FAU5447) from Caron Road to I-39 and North to 7th Avenue with Section No. 20-00116-00-RS and a Resolution Authorizing up to \$425,000 for the Creston/Caron Road Reconstruction Project (C-92-047-21)
- [10.](#) A Resolution Amending Resolution 24-14 - Water Reclamation Rates
- [11.](#) A Resolution Waiving Competitive Bidding Requirements for The Purchase of One Altec AT40-G Bucket Truck Through Enterprise Fleet Management

VII. DISCUSSION ITEMS:

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

Anyone interested in participating in Public Commentary remotely should contact Rose Hueramo at rhueramo@rochelleil.us or 815-562-6161 to make arrangements.

Council Members may participate in the City Council meeting Remotely as a result of the Governor suspending the requirement for in-person attendance at meetings.

The Council meeting will be broadcast live on YouTube.

File Attachments for Item:

2. Municipal Clerks Week - 5/5/2024 - 5/11/2024

City of Rochelle, Illinois
Office of the Mayor
Proclamation

MUNICIPAL CLERKS WEEK
MAY 5 - 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center for local government and community functions.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Therefore, I, John Bearrows, Mayor of the City of Rochelle, recognize the week of May 5 - 11, 2024, as **Professional Municipal Clerks Week** and further extend appreciation to our Municipal Clerk, RoseMary Huéramo, and Deputy Clerks Rosie Belmonte, Brittany Olszewski, and Jenny Thompson, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 13th day of May 2024

John Bearrows, Mayor

Attest: _____
RoseMary Huéramo, City Clerk



File Attachments for Item:

3. National Police Week - 5/12/2024 - 5/18/2024



City of Rochelle, Illinois

Office of the Mayor
Proclamation

National Police Week May 12 – 18, 2024

To recognize National Police Week 2024 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Rochelle Police Department;

WHEREAS, the members of the Rochelle Police Department play an essential role in safeguarding the rights and freedoms of all members of the community;

WHEREAS, since the first recorded death in 1786, there are currently 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Candlelight Vigil, on the evening of May 13, 2024;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 12-18;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that John Bearrows, Mayor of the City of Rochelle, formally designate May 12-18, 2024, as **National Police Week**, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Rochelle to be affixed on the 13th day of May 2024.

John Bearrows, Mayor

Attest: _____
RoseMary Huéramo, City Clerk



File Attachments for Item:

4. National Public Works Week - 5/19/2024 –5/25/2024



City of Rochelle, Illinois
Office of the Mayor
Proclamation

**National Public Works Week
“Advancing Quality of Life for All”**

WHEREAS, Public Works Professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Rochelle; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works Professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in City of Rochelle to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, John Bearrows, Mayor of the City of Rochelle, do hereby designate the week May 19–25, 2024 as **National Public Works Week**; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rochelle to be affixed on the 13th day of May 2024.

John Bearrows, Mayor

Attest: _____
RoseMary Huéramo, City Clerk



File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:

- a) Approve City Council Meeting Minutes - 04/22/2024
- b) Accept and Place on File Planning & Zoning Commission Meeting Minutes - 04/01/2024
- c) Approve Payroll - 04/01/24-04/14/24, 04/15/24-04/28/24
- d) Approve Payment Registers - 4/17/24, 4/22/24, 4/29/24, 5/6/24
- e) Approve Special Event Request - VFW Block Party



MINUTES
CITY COUNCIL MEETING
Monday, April 22, 2024 at 6:30 PM

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor John Bearrows. Prayer was said by Deputy Clerk Jennifer Thompson.
- II. ROLL CALL:** Present were Councilors T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Valdivieso, and Mayor John Bearrows. A quorum of six was present. Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, **"I move Councilor Arteaga be able to participate remotely due to work travel conflict."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0. Also present are City Manager Jeff Fiegenschuh, Deputy City Clerk Jennifer Thompson, and City Attorney Dominick Lanzito.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:**
1. Motorcycle Awareness Month - May 2024
 2. Lineman Appreciation Day - April 18, 2024
 3. Arbor Day - April 26, 2024 - Street Department received recognition from the Arbor Day Foundation. The City of Rochelle was named 2023 Tree City USA.
Items 4 - 8 were moved to Council Meeting on 5/13
 4. Municipal Clerk's Week - May 5 - 11, 2024
 5. Life-Saving Award - Officer Jim Jakymiw
 6. Traffic Enforcement Officer of the Year - Officer Trevor Owen
 7. DUI Enforcement Officer of the Year - Sergeant Jim Gilliam
 8. Dispatcher of the Year - Alison Owen
 9. Certificate of Achievement for Excellence in Financial Reporting - Chris Cardott & Jessica Rogers
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report: In honor of Arbor Day, Girl Scout Troop 409, Girl Scouts of Southern Ogle Service Unit, and Hidden Timbers Gardens will plant a White Oak tree at the Flag Township Museum on 4/23 at 5:30 pm.
Motion made by Councilor D. McDermott, Seconded by Councilor T. McDermott, **"I move item #6 be removed from the agenda."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
 2. Council Members: Councilor Tom McDermott announced raffle tickets are on sale at the Flag Township Museum and with the purchase of 24 tickets for \$20 receive a free year-long membership to the museum. Councilor Hayes reminded everyone that 4/22 was Earth Day.
- V. PUBLIC COMMENTARY:** None.
- VI. BUSINESS ITEMS:**
1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve Minutes of City Council Meeting - April 8, 2024
 - b) Approve Payroll - 3/18/2024 - 3/31/2024
 - c) Approve Check Register - 210754-210844, 210847-210936
 - d) Accept and Place on File - March Financials
 - e) Approve Special Event Request - Lincoln Highway Heritage FestivalMotion made by Councilor Hayes, Seconded by Councilor Valdivieso, **"I move consent agenda items (a) through (e) be approved by Omnibus vote as recommended."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

2. **Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Elster Gatekeepers from Wesco Distribution.** The City of Rochelle has purchased Elster meters from Wesco distribution since 2007. Our current gatekeepers were deployed in 2007 and are due for replacement. The gatekeepers are responsible for collecting the information from the electric meters and reporting back to the server. Our current gatekeepers have been discontinued with the next generation being unveiled. Due to several communication issues, we've been having, as well as the push to move to the next generation of electric meters we would like to purchase 15 gatekeepers in a one for one replacement of our existing with one spare. The gatekeepers are a crucial part of the metering system. Wesco is the vendor authorized to sell Honeywell equipment in our area and that is the reason we are requesting to waive competitive bidding. Blake Toliver Superintendent of Electric Operations was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Hayes, **"I move Resolution R24-25, a Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Elster Gatekeepers form Wesco Distribution, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
3. **Resolution Accepting the Proposal and Authorizing a Professional Engineering Services Agreement with BHMG Engineers, Inc., for the Downtown Underground Conversion Project.** Rochelle Municipal Utilities would like to engage BHMG Engineers, Inc to provide engineering services to design, assist in procurement, and provide construction administration for the downtown underground conversion. This project will be funded through the downtown and southern gateway TIF Bonds. The project will start at Lincoln Manor and end at 4th Ave. The goal of this project will be to place all existing overhead facilities underground as well as upgrade any services that are in need along the way. BHMG is a trusted partner and has the knowledge and expertise to complete the desired work. Blake Toliver Superintendent of Electric Operations was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Resolution R24-26, a Resolution Accepting the Proposal and Authorizing a Professional Engineering Services Agreement with BHMG Engineers, Inc., for the Downtown Underground Conversion Project, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
4. **Ordinance Amending O21-5297 Waiving Competitive Bidding Requirement and Awarding Altec Industries, Inc., the Purchase Order for a Bucket Truck.** 10-12-21The Electric department received a quote for a new bucket truck under the Sourcwell procurement program. The new bucket truck will replace a 2011 unit. The life expectancy of bucket trucks is about 10 years. Due to supply shortages across all industries, the bucket truck has a 660-day delivery time. The unit is included in the 2022 budget however we would like to order the truck in 2021 to get ahead of the delay time. The unit will be delivered approximately in the spring 2023 and payment will be due upon delivery. 4-22-24 The price increase reflects a cost increase in the chassis of over \$11,000 since 2021. There were also \$1200 worth of changes made to the body to make the truck more functional for the line workers. The original budgeted amount was \$194,805 the new amount is \$207,494. Blake Toliver Superintendent of Electric Operations was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Valdivieso, **"I move Ordinance 24-5472, an Ordinance Amending O21-5297 Waiving Competitive Bidding Requirement and Awarding Altec Industries, Inc the Purchase Order for a Bucket Truck, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
5. **Ordinance Approving a Variance for Lot Coverage at 851 N. 11th Street, Parcel 24-24-155-002.** The petitioner is seeking a variance of lot coverage for a proposed garage and driveway for the property located at 851 N. 11th Street. The property is zoned R3, single family high density residential. Currently, the rear lot is covered approximately 6%. The petitioner is requesting to cover approximately 49%, which is an additional 43% lot coverage with the proposed garage and driveway,

putting the lot over the allowed lot coverage by 9%. The petitioner is requesting a variance to construct a garage and attach it to the existing detached garage for personal storage and states that the large lot size and alley access will allow for this size of a garage. A one-hour rating between the existing garage and the new garage will be required because of the lack of setback between existing garage and house. The lot is 60' x 180'. Sec. 110-111 (1) d. On a single-family lot no more than forty (40%) percent of the rear yard, and thirty-three (33%) percent of the combined front and side yards, may be occupied by accessory buildings or uses. Accessory buildings or uses located in the rear yard do not count toward the maximum lot coverage of thirty-three (33%) percent of the lot. Sec. 110-55 (e). Percentage of required yard occupied. Detached accessory buildings or structures shall not occupy more than 40 percent of the area of a required rear yard or more than 33 percent of all other combined yards. This requirement is in addition to any maximum lot coverage or maximum impervious area coverage requirements that may apply, and under no circumstances shall this requirement lower the minimum established yard setback requirements. On Monday, April 1, 2024, the Planning and Zoning Commission voted 4-1 to approve the variance of code for 815 N. 11th Street. A Report of Findings Fact for the variance of lot coverage was conducted by Director of Community Development Michelle Pease. Motion made by Councilor Valdivieso, Seconded by Councilor D. McDermott, **"I move Ordinance 24-5473, an Ordinance Approving a Variance for Lot Coverage at 851 N. 11th Street, Parcel 24-24-155-002, be approved."** Voting Yea: Valdivieso, Mayor Bearrows. Nays: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga. Motion denied 2-5.

6. **Ordinance Approving a Variance for Height at 851 N. 11th Street, Parcel 24-24-155-002.** Removed from the agenda.
7. **Resolution Waiving Competitive Bidding Requirements and Approving the Proposal of Municipal Well & Pump for Emergency Repairs to Well 10.** Well 10, located on Southview Drive experienced a motor failure on March 28th. The pump and motor were pulled by Municipal Well and Pump on April 9th at which time they determined the motor must be replaced. We have located a replacement motor in Arizona and is in stock. Since Municipal Well and Pump was hired to pull the pump, we are requesting to waive competitive bidding and hire them to perform the remainder of the work. This includes procuring the replacement motor, chemically cleaning, and brushing the well then reinstalling the pump and motor. Our equipment is at their shop so once the motor arrives, they can assemble it then reinstall shortly after. City ordinance allows council to waive competitive bidding when "contracts for emergency services or repairs when the delay in seeking competitive bidding would result in damage or additional cost to the city". The well pump is currently undergoing an inspection by the contractor and due to the urgency of keeping this project moving forward, we are asking for an additional not to exceed amount of \$40,000 to cover the purchase of a new pump. If the contractor determines the pump doesn't need to be replaced, that money will not be spent. Superintendent of Water/Water Reclamation Adam Lanning was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Resolution R24-27, a Resolution Waiving Competitive Bidding Requirements and Approving the Proposal of Municipal Well & Pump for Emergency Repairs to Well 10, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
8. **Ordinance Accepting and Approving the Proposal of AA Construction Concrete, Inc., Pursuant to the Request for Bids for the 2024 Sidewalk Capital Improvement Project.** The annual sidewalk/pedestrian path Capital improvements project, as administered by the Engineering Department, provides for the replacement of existing sidewalks and/or constructs new sidewalks and pedestrian paths and other related items throughout the City. The program provides for improved accessible pedestrian access routes including ramps for the disabled and other users. This is part of an effort to continuously improve our pedestrian network for all users and meet certain ADA and PROWAG standards. The program is primarily funded through the Utility Tax Fund (UTF)

established in 1997 to annually address the needed and required upgrades to the City’s pedestrian sidewalk system, associated curb and gutter replacement, street pavement restoration and landscaping. Since its inception over 1,100,000 square feet of sidewalk and/or other pedestrian paths, concrete curb and gutter, and hundreds of accessibility ramps have been improved through replacement and/or new construction. The UTF has been utilized to supplement new sidewalk, pedestrian path, curb and gutter, and storm sewer and inlet/manhole construction on multiple roadways, bridge, storm sewer and City Street urbanization/reconstruction projects. The project plans and specifications were developed by the City Engineering Department and advertised in the Rochelle News leader and on the City website. Bids were publicly opened and read aloud on April 11th at 1pm for the above referenced project. Four separate bids were received as follows:

- AA Construction Concrete, Inc. submitted a bid for making the entire improvements in the amount of \$658,649.55
- Bruns Construction, Inc. submitted a bid for making the entire improvements in the amount of \$716,417.78
- Triggs Construction, Inc. submitted a bid for making the entire improvements in the amount of \$826,979.25
- Elliott & Wood, Inc. submitted a bid for making the entire improvements in the amount of \$899,928.00

The lowest bid is approximately 7% lower than the Engineer’s estimated costs for the project. The project is funded with UTF administered by the Engineering Department. A transfer from the FY24 UTF #18-00 will be made to the FY 24 CIP fund to cover costs associated with the project. The City will purchase detectable warning plates, storm inlets/manholes, hot mix asphalt, aggregate base course and pavement striping materials for use on the project. These materials will be used by the Street Department crews to provide HMA pavement replacement/ patching restoration along new curb and gutter sections and within the project limits. Furthermore, given the favorable contract unit prices for multiple construction items it is recommended that approval be given to the City Manager and/or the City Engineer to negotiate further change order work, not to exceed \$44,000, within the proposed contract to facilitate other improvements and upgrades to sidewalks and streets adjacent to this project. It is anticipated the construction project will be substantially complete by the end of September 2024. However additional time will be granted for any additional work. Sam Tesreau, City Engineer was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Ordinance 24-5475, an Ordinance Accepting and Approving the Proposal of AA Construction Concrete, Inc., Pursuant to the Request for Bids for the 2024 Sidewalk Capital Improvement Project, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

9. **Resolution Amending “Article B: Drug Free Workplace” of the Personnel Manual.** The City of Rochelle Human Resources Risk Management and Safety department seeks to gain approval for revision of the section of the Employee Handbook noting Article B: Drug-Free Workplace. The reason for this update is to comply with the latest legalities in relation to safety-sensitive positions, reasonable suspicion drug and alcohol testing, and to align the City’s Policy with Department of Transportation (DOT) regulations. HR Risk and Safety Coordinator Brittney Zick was available for question. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Valdivieso, **"I move Resolution R24-28, a Resolution Amending "Article B: Drug Free Workplace" of the Personnel Manual, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

VII. DISCUSSION ITEMS: Rebuild Illinois Downtown & Main Street Capital Grant. January 2022, the City received confirmation we were awarded the Rebuild Illinois Downtowns & Main Street Capital Grant from Illinois Department of Commerce and Economic Opportunity (DCEO). Funds were finally released from the State of Illinois in June 2023. The grant amount is for \$1,151,974 and covers parking lot restoration, the construction of two new lots and public restrooms. A committee

consisting of Mayor Bearrows, Councilperson Rosie Arteaga, City Manager Fiegenschuh, and key staff members was formed to move the project forward. Two new lots will be constructed to increase greater parking options and create more connectivity and walkability to our Downtown. The demolition of the vacant old bank drive-thru on the corner of Lincoln Highway and Lincoln Avenue and the corner of Washington and 2nd Avenue will be the location of the new lots. Seven lots will be reconstructed and repaired. The grant proposed a public restroom structure with 2 separate restrooms. As we continue to enhance our Downtown, the opportunity for a gathering space has always been a direction to move towards. With the destruction of the community gazebo area, the need for replacing the gathering space became important. The project also includes major electrical service improvements including placing all electric lines underground. This grant opportunity, with other funding sources that may be available could allow us to finally achieve this. We are finalizing a plan for future maintenance of the facility, but at this time the plan will be to do it in house. We have also had discussions with some local organizations to contract to book and run the facility, but no decisions have been made at this time. Director of Community Development Michelle Pease, Tom Houck, and Matt Hansen from Willett Hofmann were available for questions.

- VIII. EXECUTIVE SESSION:** At 8:02 P.M. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council recess into executive session to discuss the purchase or lease of real property for City's use. Section (c) (5)."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0. At 8:16 P.M. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Council return to open session."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
- IX. ADJOURNMENT:** At 8:16 P.M. Motion made by Councilor Shaw-Dickey, Seconded by Councilor D. McDermott, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

John Bearrows, Mayor

Jennifer Thompson, Deputy Clerk



MINUTES
CITY OF ROCHELLE
PLANNING & ZONING COMMISSION

Monday, April 01, 2024 at 6:00 PM

City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

- I. CALL TO ORDER:** The meeting was called to order at 6:00 p.m.
1. Introduction of New Commissioners: Patrick Hickey, Lance Charnock and Chris Tenggren, newly appointed Commissioners, introduced themselves.
- II. ROLL CALL:** Present were Commissioners Colwill, Myers, McKibben, Hickey and Wolter. Absent: Swinton and McLachlan. There was a quorum of five. Non-voting Commissioners present were: Charnock and Tenggren. Absent: Barber. Also present were Michelle Pease, Michelle Knight, Geoff Starr and Mayor Bearrows.
- III. APPROVE/ACCEPT MINUTES:** McKibben moved, seconded by Myers, **"I move the minutes of the October 2, 2023 Planning and Zoning Commission meeting as presented be approved."**
 Ayes: Colwill, Hickey, McKibben, Myers and Wolter. Nays: None. Motion carried 5-0.
- IV. PUBLIC COMMENTARY:** None
- V. COMMISSIONER COMMENTS:** None
- VI. BUSINESS ITEMS:**
- PZC-1-24 Petition of Thomas Hartnett for a proposed variance of lot coverage and variance of height for the property located at 851 N. 11th St., parcel number 24-24-155-002.** Pease stated that a notice was published in the paper and mailed to property owners. The petitioner is seeking a variance of lot coverage and a variance of height for a proposed garage and driveway for the property located at 851 N. 11th Street. The property is zoned R3, single family high density residential. Currently, the rear lot is covered approximately 6%. The petitioner is requesting to cover approximately 49%, which is an additional 43% lot coverage with the proposed garage and driveway, putting the lot over the allowed lot coverage by 9%. In addition to the requested lot coverage variance, the petitioner is requesting a variance of height for the proposed garage. The allowed height for a residential garage is 20 feet and the petitioner is requesting a height of 24 feet on the proposed garage, which is a variance of 4 feet over the allowed height. The petitioner is requesting a variance to construct a garage and attach it to the existing detached garage for personal storage and states that the large lot size and alley access will allow for this size of a garage. A one-hour rating between the existing garage and the new garage will be required because of the lack of setback between existing garage and house. The lot is 60' x 180'.
- Sec. 110-111 (1) d.** On a single-family lot no more than forty (40%) percent of the rear yard, and thirty-three (33%) percent of the combined front and side yards, may be occupied by accessory buildings or uses. Accessory buildings or uses located in the rear yard do not count toward the maximum lot coverage of thirty-three (33%) percent of the lot.
- Sec. 110-55 (e).** Percentage of required yard occupied. Detached accessory buildings or structures shall not occupy more than 40 percent of the area of a required rear yard or more than 33 percent of all other combined yards. This requirement is in addition to any maximum lot coverage or maximum impervious area coverage requirements that may apply, and under no circumstances shall this requirement lower the minimum established yard setback requirements.
- Sec. 110-55 (c).** Height limits. All accessory buildings, structures or uses shall comply with the height limits of the zoning district in which they are located. In residential districts, detached garages shall not exceed 20 feet in height and storage sheds shall not exceed 12 feet in height. Motion made by Myers, seconded by Hickey, **"I move the Planning and Zoning Commission open the Public Hearing regarding the proposed variance of lot coverage and variance of height for the property located at 851 N. 11th Street."** Ayes: Colwill, Hickey, McKibben, Myers and Wolter. Nays: None. Motion carried 5-0. Tom Hartnett, the petitioner, was present to answer any questions regarding the requested variances. Motion made by Myers, seconded by McKibben, **"I move the Planning and Zoning**

Commission close the Public Hearing.” Ayes: Colwill, Hickey, McKibben, Myers and Wolter. Nays: None. Motion carried 5-0.

Findings: VARIANCE OF LOT COVERAGE

- 1. Is the proposed variance detrimental or dangerous to public health?
Yes: _____ No: 5
- 2. Will the proposed variance impair property value in the neighborhood?
Yes: 1 No: 4
- 3. Will the proposed variance impede the normal development of the surrounding properties?
Yes: 1 No: 4
- 4. Will the proposed variance:
 - (a) impair light and air to adjacent property;
 - (b) congest public streets;
 - (c) increase the risk of fire;
 - (d) substantially diminish property values within the vicinity; or
 - (e) endanger the public health?
 Yes: _____ No: 5

Based on the findings above, the Planning and Zoning Commission hereby recommends to the Rochelle City Council that: the Petitioner be granted a variance for the Subject Property, without conditions other than the other applicable requirements of the Rochelle Municipal Code. . Motion made by Hickey, seconded by McKibben, **“I move the Planning and Zoning Commission recommend to the City Council that it approve the proposed variance of lot coverage for the property located at 851 N. 11th Street, based on the report of findings.”** Ayes: Hickey, McKibben, Myers and Wolter. Nays: Colwill. Motion carried 4-1.

Findings: VARIANCE OF HEIGHT

- 1. Is the proposed variance detrimental or dangerous to public health?
Yes: _____ No: 5
- 2. Will the proposed variance impair property value in the neighborhood?
Yes: 1 No: 4
- 3. Will the proposed variance impede the normal development of the surrounding properties?
Yes: _____ No: 5
- 4. Will the proposed variance:
 - (a) impair light and air to adjacent property;
 - (b) congest public streets;
 - (c) increase the risk of fire;
 - (d) substantially diminish property values within the vicinity; or
 - (e) endanger the public health?
 Yes: _____ No: 5

Based on the findings above, the Planning and Zoning Commission hereby recommends to the Rochelle City Council that: the Petitioner be granted a variance for the Subject Property, without conditions other than the other applicable requirements of the Rochelle Municipal Code. Motion made by Myers, seconded by Hickey, **“I move the Planning and Zoning Commission recommend to the City Council that it approve the proposed variance of height for the property located at 851 N. 11th Street, based on the report of findings.”** Ayes: Hickey, McKibben, Myers and Wolter. Nays: Colwill. Motion carried 4-1. Naye vote reflects Commissioners comments regarding the consistency of the neighborhood and the proposed structure.

VII. DISCUSSION ITEMS: None

VIII. ADJOURNMENT: Motion made by Myers, seconded by Colwill, **“I move to adjourn the regularly scheduled meeting of the Planning and Zoning Commission of April 1, 2024.”** Ayes: Colwill, Hickey, McKibben, Myers and Wolter. Nays: None. Motion carried 5-0. The Planning and Zoning Commission adjourned at 6:22 p.m.

Michelle Knight
Community Development Specialist



Rochelle, IL

Council Payroll Check Register

Employee Pay Summary

Pay Period: 4/15/2024-4/28/2024

Packet: PYPKT00795 - PPE 04.28.24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	05/03/2024	9554	1,090.27
AJVAZI, SENADA	00408	05/03/2024	9447	1,513.64
ANATRA, NICK	00508	05/03/2024	9549	2,195.10
ANAYA, PEDRO	00592	05/03/2024	9448	1,731.72
ANDERSON, JASON T	00296	05/03/2024	9530	3,803.42
ARTEAGA, ROSAELIA	00536	05/03/2024	1217	168.08
BAKKER, CODY	00539	05/03/2024	9502	144.15
BANESKI, ELVIS	00379	05/03/2024	9449	2,686.43
BEARROWS, JOHN B	00453	05/03/2024	9436	694.41
BECK, CORY	00294	05/03/2024	9450	1,889.73
BECK, JOHN M	00141	05/03/2024	9527	2,730.96
BEERY, RYAN T	00340	05/03/2024	9451	2,551.13
BELMONTE, ROCIO	00423	05/03/2024	9442	1,261.04
BETTNER, DANIELLE	00531	05/03/2024	9571	1,962.13
BINGHAM, NANCY L	00380	05/03/2024	9591	2,808.07
BJORNEBY, JACOB	00469	05/03/2024	9555	2,447.22
BOEHLE, MATTHEW	00444	05/03/2024	9556	1,672.16
BOEHM, MARK	00556	05/03/2024	9592	1,791.27
BRASS, NATHANIEL W	00566	05/03/2024	9452	2,503.91
BRIDGEMAN, KYLE C	00478	05/03/2024	9533	3,386.51
BRUST, PATRICK	00490	05/03/2024	9575	3,349.69
BURDIN, JASON E	00263	05/03/2024	9557	3,210.98
BURFIELD, JEFFERY	00553	05/03/2024	9503	158.29
BURKE, DONALD C	00400	05/03/2024	9573	564.42
CARDOTT, CHRISTINA	00317	05/03/2024	9593	2,433.94
CARLS, TYLER J	00179	05/03/2024	9485	2,788.69
CECH, ERIC T	00393	05/03/2024	9541	1,825.00
CHRISTOPHERSON, TYLER	00483	05/03/2024	9486	2,648.24
CONDON, JILLIAN	00545	05/03/2024	9594	2,482.90
CONE, JUSTIN D	00620	05/03/2024	9453	1,668.99
COX, CHRISTOPHER T	00446	05/03/2024	9558	2,599.66
COX, JOHNATHAN M	00616	05/03/2024	9511	2,366.47
CRAWFORD, ERIK L	00123	05/03/2024	9512	2,373.71
CUNNINGHAM, ANDREW R	00027	05/03/2024	9542	2,774.88
DA COSTA, BENJAMIN	00619	05/03/2024	9576	1,628.37
DAUGHERTY, MICHAEL A	00559	05/03/2024	9513	2,176.58
DICKSON, EVAN	00609	05/03/2024	9454	1,366.24
DICUS, RON	00576	05/03/2024	9580	328.72
DOUGHERTY, KENNETH R	00418	05/03/2024	9487	2,695.46
EDWARDS, BRIAN E	00181	05/03/2024	9488	2,497.81
ELDRED, HANNAH G	00589	05/03/2024	9455	1,147.77
EVANS, BILLY GREGG	00550	05/03/2024	9504	446.49
FABER, CALE	00617	05/03/2024	9514	2,040.78
FENWICK, NATALIE Z	00428	05/03/2024	9581	760.84
FIGENSCHUH, JEFFREY	00463	05/03/2024	9445	3,540.91
FLANAGAN, ROBERT H	00383	05/03/2024	9515	1,353.49
FLORES, ARACELI	00612	05/03/2024	9566	1,368.81
FORE, COLVIN	00549	05/03/2024	9582	522.10
FOWLER, KAYLEE	00554	05/03/2024	9543	1,895.89
FRANKENBERRY, PHILLIP C	00030	05/03/2024	9456	2,405.93
FRIDAY, MARGARET F	00297	05/03/2024	9531	2,448.65

Employee	Employee #	Payment Date	Number	Net
FULGENCIO, MICKAYA	00577	05/03/2024	9567	939.12
GERARD, MATTHEW L	00368	05/03/2024	9457	461.94
GILLIAM, JAMES R	00322	05/03/2024	1218	2,749.29
GILLIS, ANGELA	00192	05/03/2024	9489	1,089.36
GILLIS, AUSTIN	00413	05/03/2024	9505	1,118.71
GOLT, MICHAEL B	00431	05/03/2024	9583	146.31
GOOD, JEREMY M	00334	05/03/2024	9490	3,583.08
HAAN, WILLIAM A	00270	05/03/2024	9458	3,165.51
HAMILTON, MITCH A	00425	05/03/2024	9584	3,025.71
HARDIN, JASON C	00597	05/03/2024	9585	554.60
HARRINGTON, DAMEN	00608	05/03/2024	9459	632.09
HAYES, WILLIAM T	00250	05/03/2024	9437	173.36
HELGREN, CURTIS	00476	05/03/2024	9491	3,115.92
HERNANDEZ, AUTUMN	00557	05/03/2024	9568	2,180.34
HERRING, ANDREW J	00594	05/03/2024	9460	1,644.78
HEUER, CASEY	00552	05/03/2024	9577	2,167.40
HOLDEN, ERIC	00569	05/03/2024	9574	1,653.13
HORN, WENDY E	00058	05/03/2024	9523	1,816.60
HOWARD, CASEY	00555	05/03/2024	9559	2,310.73
HUDETZ, MICHAEL L	00422	05/03/2024	9579	1,663.38
HUERAMO, BIANCA	00572	05/03/2024	9461	894.31
HUERAMO, CRYSTAL	00615	05/03/2024	9569	1,074.72
HUERAMO, ROSE MARY	00415	05/03/2024	9443	2,022.16
ISLEY, TIMOTHY P	00249	05/03/2024	9516	2,892.29
JACKSON, CANDICE	00551	05/03/2024	9462	1,303.67
JACKSON, SYDNEY L	00562	05/03/2024	9463	1,838.13
JAKYMIW, JAMES M	00367	05/03/2024	9464	2,576.77
JOHNSON, MIKAYLA	00623	05/03/2024	9586	214.13
JOHNSON, JARED	00048	05/03/2024	9578	1,873.97
JOHNSON, BENJAMIN C	00166	05/03/2024	9492	2,205.51
JOHNSON, TODD A	00069	05/03/2024	9560	3,880.31
KALTENBACH, JOHN L	00281	05/03/2024	9465	2,802.41
KELLER, DANIEL W	00211	05/03/2024	9534	3,284.40
KEPKA, JASON	00618	05/03/2024	9506	390.49
KNIGHT, ASHLEY	00596	05/03/2024	9587	324.26
KNIGHT, JAMES WALKER	00585	05/03/2024	9550	2,668.11
KNIGHT, MICHELLE	00174	05/03/2024	9524	1,905.57
KNIGHT, NOAH	00600	05/03/2024	9466	1,655.65
KOVACS, RYAN	00384	05/03/2024	9467	2,138.64
LANNING, ADAM	00392	05/03/2024	9535	3,442.64
LEWIS, JOSH R	00338	05/03/2024	9493	2,739.78
LODICO, TREY	00613	05/03/2024	9494	1,696.53
LUXTON, TOD	00535	05/03/2024	9536	2,205.57
MANNING, CASSIDY C	00424	05/03/2024	9561	2,443.58
MCDERMOTT, THOMAS	00063	05/03/2024	9439	165.14
MCDERMOTT, DANIEL W	00038	05/03/2024	9438	118.08
MEDINE, JUSTIN	00487	05/03/2024	9544	1,690.76
MESSER, NOAH	00581	05/03/2024	9507	621.95
MILLER, RYAN	00540	05/03/2024	9545	1,751.10
MILOS, KRISTOFER	00512	05/03/2024	9517	2,141.44
MITCHELL, ANGELA K	00163	05/03/2024	9482	262.24
MORRIS, MANDI R	00168	05/03/2024	9570	1,420.08
MOWRY, TROY	00324	05/03/2024	9562	3,271.36
MUELLER, JESSICA CM	00510	05/03/2024	9546	2,174.15
MULHOLLAND, JAY A	00442	05/03/2024	9537	2,570.58
MUSSELMAN, JEFFREY J	00200	05/03/2024	9547	2,772.09
NAMBO, LUISA	00273	05/03/2024	9468	1,989.45
NEUENKIRCHEN, RYAN J	00590	05/03/2024	9548	1,680.92
OLESON, KHRYSTA	00621	05/03/2024	9595	1,366.00

Employee	Employee #	Payment Date	Number	Net
OLSZEWSKI, ROBIN L	00373	05/03/2024	9469	1,624.42
OLSZEWSKI, BRITTANY	00546	05/03/2024	9444	779.61
OWEN, ALISON	00409	05/03/2024	9470	1,314.57
OWEN, TREVOR D	00399	05/03/2024	9471	3,139.17
PATTERSON, PRISCILLA	00523	05/03/2024	9483	267.53
PAVIA, PETER	00485	05/03/2024	9472	3,274.52
PEARSON, ROGER	00522	05/03/2024	9484	262.24
PEASE, MICHELLE J	00222	05/03/2024	9525	2,097.72
PLAZA, JONATHAN	00524	05/03/2024	9495	2,865.70
POWELL, KORTNEY	00607	05/03/2024	9508	496.94
PREWETT, ZACHARY	00327	05/03/2024	9496	4,469.38
RANGEL, DWAYNE	00455	05/03/2024	9538	1,791.69
RIVERA, ANGEL	00606	05/03/2024	9473	2,020.80
RODABAUGH, AARON C	00213	05/03/2024	9474	2,326.86
ROGDE, ANDREW C	00410	05/03/2024	9563	1,739.63
ROGERS, JESSICA E	00530	05/03/2024	9596	1,797.44
SALINAS, JAVIER	00538	05/03/2024	9497	1,682.54
SAWLSVILLE, DAVID W	00046	05/03/2024	9498	3,539.59
SAWLSVILLE, CHRISTOPHER	00300	05/03/2024	9509	178.29
SCARBROUGH, JAROD	00624	05/03/2024	9588	305.89
SCHABACKER, BRAD J	00348	05/03/2024	9518	1,980.11
SHECK, PHILLIP D	00588	05/03/2024	9551	1,976.44
SESTER, JOSEPH R	00129	05/03/2024	9475	2,742.61
SHAFFER, DUSTIN J	00480	05/03/2024	9552	2,425.04
SHAW-DICKEY, KATHRYN E	00452	05/03/2024	9440	168.08
SILVA, EDGAR Q	00593	05/03/2024	9477	1,873.06
SILVA, BARTOLOME	00586	05/03/2024	9476	2,040.96
SMART, CLIFFORD A	00127	05/03/2024	9539	1,963.10
SMITH, BETH A	00441	05/03/2024	9510	207.29
SPEARS, NICHOLAS J	00362	05/03/2024	9519	2,237.71
STARR, GEOFFREY	00495	05/03/2024	9526	2,304.82
SULLIVAN, JAMEY A	00356	05/03/2024	9564	2,919.65
SUNESON, SARA L	00252	05/03/2024	9572	1,529.88
SWANSON, CARMEN	00541	05/03/2024	9478	1,068.26
TESREAU, SAMUEL C	00276	05/03/2024	9528	3,772.56
THOMPSON, JENNIFER R	00364	05/03/2024	9446	3,367.17
TILTON, ALEC	00583	05/03/2024	9589	587.11
TIMM, NATHAN K	00414	05/03/2024	9520	1,960.83
TOLIVER, BLAKE A	00205	05/03/2024	9565	3,115.50
UNDERWOOD, JASON M	00217	05/03/2024	9499	5,240.37
UTECHT, MICHAEL	00493	05/03/2024	9590	596.09
VALDIVIESO, BENJAMIN	00599	05/03/2024	9441	168.08
VANKIRK, COLTON	00496	05/03/2024	9521	2,176.44
VANVICKLE, ZECHARIAH	00548	05/03/2024	9500	1,871.85
VILLALOBOS, EDDIE V	00560	05/03/2024	9522	2,023.74
WARD, CURTIS W	00331	05/03/2024	9529	2,118.91
WATERS, SHANE A	00430	05/03/2024	9553	1,855.12
WEEKS, JOYCE L	00401	05/03/2024	9532	644.58
WILLIAMS, DAWSON	00517	05/03/2024	9540	2,168.11
WILLIS, JODY T	00051	05/03/2024	9501	1,878.46
WITT, ADAM	00605	05/03/2024	9479	1,835.83
WITTENBERG, MATTHEW E	00282	05/03/2024	9480	2,035.67
WRIGHT, ABBY	00489	05/03/2024	9481	1,684.05
ZAGOREN, MATTHEW	00591	05/03/2024	1219	699.20
ZICK, BRITTNEY	00571	05/03/2024	9597	2,103.08
Totals:			308,876.64	



Rochelle, IL

Council Payroll Check Register

Employee Pay Summary

Pay Period: 4/1/2024-4/14/2024

Packet: PYPKT00784 - PPE 04.14.2024

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	04/19/2024	9395	1,090.27
AJVAZI, SENADA	00408	04/19/2024	9288	1,531.20
ANATRA, NICK	00508	04/19/2024	9390	1,760.55
ANAYA, PEDRO	00592	04/19/2024	9289	1,731.72
ANDERSON, JASON T	00296	04/19/2024	9371	3,803.42
ARTEAGA, ROSAELIA	00536	04/19/2024	1214	168.08
BAKKER, CODY	00539	04/19/2024	9342	191.24
BANESKI, ELVIS	00379	04/19/2024	9290	3,995.46
BEARROWS, JOHN B	00453	04/19/2024	9277	694.41
BECK, JOHN M	00141	04/19/2024	9368	2,462.71
BECK, CORY	00294	04/19/2024	9291	1,849.61
BEERY, RYAN T	00340	04/19/2024	9292	3,194.95
BELMONTE, ROCIO	00423	04/19/2024	9283	1,261.04
BETTNER, DANIELLE	00531	04/19/2024	9412	1,962.13
BINGHAM, NANCY L	00380	04/19/2024	9429	2,808.07
BJORNEBY, JACOB	00469	04/19/2024	9396	2,997.03
BOEHLE, MATTHEW	00444	04/19/2024	9397	1,666.26
BOEHM, MARK	00556	04/19/2024	9430	1,608.96
BRASS, NATHANIEL W	00566	04/19/2024	9293	2,006.78
BRIDGEMAN, KYLE C	00478	04/19/2024	9374	2,312.03
BRUST, PATRICK	00490	04/19/2024	9415	3,349.69
BURDIN, JASON E	00263	04/19/2024	9398	2,455.96
CARDOTT, CHRISTINA	00317	04/19/2024	9431	2,433.94
CARLS, TYLER J	00179	04/19/2024	9325	2,649.52
CECH, ERIC T	00393	04/19/2024	9382	2,390.66
CHRISTOPHERSON, TYLER	00483	04/19/2024	9326	3,331.08
CONDON, JILLIAN	00545	04/19/2024	9432	2,482.90
CONE, JUSTIN D	00620	04/19/2024	9294	1,668.99
COX, CHRISTOPHER T	00446	04/19/2024	9399	2,642.66
COX, JOHNATHAN M	00616	04/19/2024	9352	2,291.29
CRAWFORD, ERIK L	00123	04/19/2024	9353	2,512.76
CUNNINGHAM, ANDREW R	00027	04/19/2024	9383	2,198.43
DA COSTA, BENJAMIN	00619	04/19/2024	9416	1,628.37
DAUGHERTY, MICHAEL A	00559	04/19/2024	9354	2,251.07
DICKSON, EVAN	00609	04/19/2024	9295	1,366.24
DICUS, RON	00576	04/19/2024	9420	200.26
DOUGHERTY, KENNETH R	00418	04/19/2024	9327	2,870.48
EDWARDS, BRIAN E	00181	04/19/2024	9328	2,136.74
ELDRED, HANNAH G	00589	04/19/2024	9296	689.66
EVANS, BILLY GREGG	00550	04/19/2024	9343	446.49
FABER, CALE	00617	04/19/2024	9355	2,309.30
FENWICK, NATALIE Z	00428	04/19/2024	9421	483.61
FIEGENSCHUH, JEFFREY	00463	04/19/2024	9286	3,540.91
FLANAGAN, ROBERT H	00383	04/19/2024	9356	1,375.49
FLORES, ARACELI	00612	04/19/2024	9407	1,368.81
FORE, COLVIN	00549	04/19/2024	9422	281.43
FOWLER, KAYLEE	00554	04/19/2024	9384	2,194.12
FRANKENBERRY, PHILLIP C	00030	04/19/2024	9297	2,495.14
FRIDAY, MARGARET F	00297	04/19/2024	9372	2,448.65
FULGENCIO, MICKAYA	00577	04/19/2024	9408	939.12
GILLIAM, JAMES R	00322	04/19/2024	1215	2,735.00

Employee	Employee #	Payment Date	Number	Net
GILLIS, ANGELA	00192	04/19/2024	9329	1,089.36
GILLIS, AUSTIN	00413	04/19/2024	9344	646.32
GOOD, JEREMY M	00334	04/19/2024	9330	3,239.29
HAAN, WILLIAM A	00270	04/19/2024	9298	3,847.63
HAMILTON, MITCH A	00425	04/19/2024	9423	3,025.71
HARDIN, JASON C	00597	04/19/2024	9424	477.20
HARRINGTON, DAMEN	00608	04/19/2024	9299	632.09
HAYES, WILLIAM T	00250	04/19/2024	9278	173.36
HELGREN, CURTIS	00476	04/19/2024	9331	2,157.01
HERNANDEZ, AUTUMN	00557	04/19/2024	9409	2,180.34
HERRING, ANDREW J	00594	04/19/2024	9300	1,866.67
HEUER, CASEY	00552	04/19/2024	9417	2,167.40
HOLDEN, ERIC	00569	04/19/2024	9414	1,653.13
HORN, WENDY E	00058	04/19/2024	9364	1,816.59
HOWARD, CASEY	00555	04/19/2024	9400	2,353.73
HUDETZ, MICHAEL L	00422	04/19/2024	9419	1,879.21
HUERAMO, CRYSTAL	00615	04/19/2024	9410	1,085.29
HUERAMO, ROSE MARY	00415	04/19/2024	9284	2,022.14
HUERAMO, BIANCA	00572	04/19/2024	9301	914.01
ISLEY, TIMOTHY P	00249	04/19/2024	9357	2,709.58
JACKSON, SYDNEY L	00562	04/19/2024	9303	2,035.03
JACKSON, CANDICE	00551	04/19/2024	9302	1,303.67
JAKYMIW, JAMES M	00367	04/19/2024	9304	2,241.22
JOHNSON, TODD A	00069	04/19/2024	9401	3,064.92
JOHNSON, JARED	00048	04/19/2024	9418	1,873.97
JOHNSON, BENJAMIN C	00166	04/19/2024	9332	2,309.10
KALTENBACH, JOHN L	00281	04/19/2024	9305	2,644.31
KELLER, DANIEL W	00211	04/19/2024	9375	2,225.54
KEPKA, JASON	00618	04/19/2024	9345	574.04
KNIGHT, JAMES WALKER	00585	04/19/2024	9391	2,409.97
KNIGHT, ASHLEY	00596	04/19/2024	9425	208.01
KNIGHT, MICHELLE	00174	04/19/2024	9365	1,905.57
KNIGHT, NOAH	00600	04/19/2024	9306	1,660.55
KOVACS, RYAN	00384	04/19/2024	9307	1,909.69
LANNING, ADAM	00392	04/19/2024	9376	3,442.64
LEWIS, JOSH R	00338	04/19/2024	9333	3,046.80
LODICO, TREY	00613	04/19/2024	9334	2,058.42
LUXTON, TOD	00535	04/19/2024	9377	2,198.54
MANNING, CASSIDY C	00424	04/19/2024	9402	1,972.26
MCDERMOTT, DANIEL W	00038	04/19/2024	9279	118.08
MCDERMOTT, THOMAS	00063	04/19/2024	9280	165.14
MCGILL, MICHAEL	00462	04/19/2024	9346	869.79
MEDINE, JUSTIN	00487	04/19/2024	9385	1,872.17
MESSER, NOAH	00581	04/19/2024	9347	334.30
MILLER, RYAN	00540	04/19/2024	9386	2,312.12
MILOS, KRISTOFER	00512	04/19/2024	9358	2,347.48
MITCHELL, ANGELA K	00163	04/19/2024	9322	238.33
MONTERO, DAVID S	00601	04/19/2024	9348	178.29
MORRIS, MANDI R	00168	04/19/2024	9411	1,420.08
MOWRY, TROY	00324	04/19/2024	9403	4,285.81
MUELLER, JESSICA CM	00510	04/19/2024	9387	2,196.15
MULHOLLAND, JAY A	00442	04/19/2024	9378	2,570.58
MUSSELMAN, JEFFREY J	00200	04/19/2024	9388	2,142.55
NAMBO, LUISA	00273	04/19/2024	9308	1,729.24
NEUENKIRCHEN, RYAN J	00590	04/19/2024	9389	1,702.92
OLESON, KHRYSTA	00621	04/19/2024	9433	703.35
OLSZEWSKI, BRITTANY	00546	04/19/2024	9285	731.62
OLSZEWSKI, ROBIN L	00373	04/19/2024	9309	1,624.42
OWEN, TREVOR D	00399	04/19/2024	9311	4,447.93

Employee	Employee #	Payment Date	Number	Net
OWEN, ALISON	00409	04/19/2024	9310	1,314.57
PATTERSON, PRISCILLA	00523	04/19/2024	9323	243.62
PAVIA, PETER	00485	04/19/2024	9312	3,274.52
PEARSON, ROGER	00522	04/19/2024	9324	238.33
PEASE, MICHELLE J	00222	04/19/2024	9366	2,097.72
PLAZA, JONATHAN	00524	04/19/2024	9335	2,284.22
POWELL, KORTNEY	00607	04/19/2024	9349	700.89
PREWETT, ZACHARY	00327	04/19/2024	9336	5,117.76
RANGEL, DWAYNE	00455	04/19/2024	9379	1,813.69
RIVERA, ANGEL	00606	04/19/2024	9313	2,042.98
RODABAUGH, AARON C	00213	04/19/2024	9314	2,469.18
ROGDE, ANDREW C	00410	04/19/2024	9404	1,761.63
ROGERS, JESSICA E	00530	04/19/2024	9434	1,797.44
SALINAS, JAVIER	00538	04/19/2024	9337	1,295.92
SAWLSVILLE, CHRISTOPHER	00300	04/19/2024	9350	178.29
SAWLSVILLE, DAVID W	00046	04/19/2024	9338	3,539.59
SCHABACKER, BRAD J	00348	04/19/2024	9359	2,002.11
SHECK, PHILLIP D	00588	04/19/2024	9392	1,998.44
SESTER, JOSEPH R	00129	04/19/2024	9315	2,693.65
SHAFER, DUSTIN J	00480	04/19/2024	9393	3,162.40
SHAW-DICKEY, KATHRYN E	00452	04/19/2024	9281	168.08
SILVA, BARTOLOME	00586	04/19/2024	9316	1,987.28
SILVA, EDGAR Q	00593	04/19/2024	9317	1,873.06
SMART, CLIFFORD A	00127	04/19/2024	9380	3,139.82
SMITH, BETH A	00441	04/19/2024	9351	375.06
SPEARS, NICHOLAS J	00362	04/19/2024	9360	2,831.68
STARR, GEOFFREY	00495	04/19/2024	9367	2,304.83
SULLIVAN, JAMEY A	00356	04/19/2024	9405	3,717.00
SUNESON, SARA L	00252	04/19/2024	9413	1,529.88
SWANSON, CARMEN	00541	04/19/2024	9318	1,068.26
TESREAU, SAMUEL C	00276	04/19/2024	9369	3,772.56
THOMPSON, JENNIFER R	00364	04/19/2024	9287	3,367.17
TILTON, ALEC	00583	04/19/2024	9426	391.54
TIMM, NATHAN K	00414	04/19/2024	9361	2,170.70
TOLIVER, BLAKE A	00205	04/19/2024	9406	3,115.50
UNDERWOOD, JASON M	00217	04/19/2024	9339	4,326.19
UTECHT, MICHAEL	00493	04/19/2024	9427	407.76
VALDIVIESO, BENJAMIN	00599	04/19/2024	9282	93.08
VANKIRK, COLTON	00496	04/19/2024	9362	2,092.71
VANVICKLE, ZECHARIAH	00548	04/19/2024	9340	1,947.32
VILLALOBOS, EDDIE V	00560	04/19/2024	9363	2,214.31
WARD, CURTIS W	00331	04/19/2024	9370	2,118.91
WATERS, SHANE A	00430	04/19/2024	9394	2,657.51
WEEKS, JOYCE L	00401	04/19/2024	9373	644.58
WHITEHEAD, ERIN L	00603	04/19/2024	9428	79.54
WILLIAMS, DAWSON	00517	04/19/2024	9381	2,834.25
WILLIS, JODY T	00051	04/19/2024	9341	1,878.46
WITT, ADAM	00605	04/19/2024	9319	1,853.50
WITTENBERG, MATTHEW E	00282	04/19/2024	9320	2,166.52
WRIGHT, ABBY	00489	04/19/2024	9321	1,937.05
ZAGOREN, MATTHEW	00591	04/19/2024	1216	139.84
ZICK, BRITTNEY	00571	04/19/2024	9435	2,103.08
Totals:			309,609.33	



Rochelle, IL

Section VI, Item 1.

Payment Register

APPKT02879 - Exception Check Run Per JF 4/17/24 MB
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
09611	FIGENSCHUH, JEFFREY					428.91
Payment Type	Payment Number			Payment Date		Payment Amount
Check	210950			04/17/2024		428.91
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
041224	ATHENA CONFERENCE	04/12/2024	04/12/2024	0.00		428.91

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	1	1	0.00	428.91
Packet Totals:		1	1	0.00	428.91

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-428.91
Packet Totals:		-428.91



Rochelle, IL

Payment Register

APPKT02881 - Check Run 4/22/24 MB

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name			Total Vendor Amount	
09793	926 CUSTOM EMBROIDERY			220.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210951			04/22/2024	220.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
001323	Embroidery (3) shirts - Araceli	04/11/2024	04/11/2024	0.00	24.00
001324	Fire Dept shirts- Black shift	04/11/2024	04/11/2024	0.00	196.00

Vendor Number	Vendor Name			Total Vendor Amount	
10663	AMAZON CAPITAL SERVICES			1,358.60	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210952			04/22/2024	1,358.60
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14MV-X4RL-4KQQ	Velcro strips	04/10/2024	04/10/2024	0.00	9.95
1999-LYVH-HRFQ	FUSES FOR OLD COMPRESSOR BREAKER BOX	04/12/2024	04/12/2024	0.00	75.90
1D7W-KRX3-L794	Ram Mount Lap Top Mount	04/12/2024	04/12/2024	0.00	346.99
1HKM-LW9F-DCKF	Books - Mgmt Staff	04/11/2024	04/11/2024	0.00	214.56
1HVQ-CVHW-4CWX	Ram Mount Lap Top Mount	04/10/2024	04/10/2024	0.00	293.49
1HVQ-CVHW-KWNX	File folders	04/12/2024	04/12/2024	0.00	29.38
1MTT-NM7T-FJW4	Return of sign holder	04/16/2024	04/16/2024	0.00	-29.99
1RYW-YH4N-JX1H	Dorm desks	04/12/2024	04/12/2024	0.00	538.84
1YC1-RG6C-R1Q6	Ram Mount Lap Top Mount	04/17/2024	04/17/2024	0.00	-280.50
1YC3-GJQF-KNXY	Gym Organizer	04/12/2024	04/12/2024	0.00	159.98

Vendor Number	Vendor Name			Total Vendor Amount	
00040	ANDERSON PLUMBING & HTG, INC			568.50	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210953			04/22/2024	568.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
113658	Replaced Leakin Sink At Shop	04/12/2024	04/12/2024	0.00	568.50

Vendor Number	Vendor Name			Total Vendor Amount	
01850	ANIXTER, INC			557.50	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210954			04/22/2024	557.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6013077-00	Minor Inv #2241/2244	04/10/2024	04/10/2024	0.00	557.50

Vendor Number	Vendor Name			Total Vendor Amount	
INC1219	ARTLIP AND SONS, INC.			720.00	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210955			04/22/2024	720.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
211035	Relocate HVAC supply in Clerk office.	04/11/2024	04/11/2024	0.00	320.00
211036	Repair of breezway furnace.	04/11/2024	04/11/2024	0.00	400.00

Vendor Number	Vendor Name			Total Vendor Amount	
07142	BEARROWS, JOHN			239.14	
Payment Type	Payment Number			Payment Date	Payment Amount
Check	210956			04/22/2024	239.14
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
041824	Mileage, Parking - IML Lobby Day	04/18/2024	04/18/2024	0.00	239.14

Payment Register

Vendor Number 07293	Vendor Name BOARDMAN & CLARK LAW FIRM			Total Vendor Amount 163.50	
Payment Type Check	Payment Number 210957		Payment Date 04/22/2024	Payment Amount 163.50	
Payable Number 282694	Description Audit Request/Response	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 163.50

Vendor Number 04449	Vendor Name BRUNS CONSTRUCTION, INC.			Total Vendor Amount 139,745.57	
Payment Type Check	Payment Number 210958		Payment Date 04/22/2024	Payment Amount 28,134.26	
Payable Number FIRE DEPT REMODEL-PAY AP	Description DORM PAYMENT	Payable Date 03/20/2024	Due Date 03/20/2024	Discount Amount 0.00	Payable Amount 28,134.26
Payment Type Check	Payment Number 210959		Payment Date 04/22/2024	Payment Amount 111,611.31	
Payable Number FIRE DEPT REMODEL-PAY AP	Description Dorm payment	Payable Date 03/20/2024	Due Date 03/20/2024	Discount Amount 0.00	Payable Amount 111,611.31

Vendor Number 10355	Vendor Name BRUST, PATRICK			Total Vendor Amount 142.84	
Payment Type Check	Payment Number 210960		Payment Date 04/22/2024	Payment Amount 142.84	
Payable Number 033124	Description Mileage	Payable Date 03/31/2024	Due Date 03/31/2024	Discount Amount 0.00	Payable Amount 142.84

Vendor Number 05789	Vendor Name C.E.S. INC			Total Vendor Amount 6,652.25	
Payment Type Check	Payment Number 210961		Payment Date 04/22/2024	Payment Amount 6,652.25	
Payable Number S183-23	Description Easement plat for FRPD IL Rte 38/bikepath connect	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 1,472.50
Payable Number S184-23	Description Easement plat for FRPD Flagg Rd/bikepath connect	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 1,821.25
Payable Number S185-23	Description Easement plat for future Rte 251 COR entrance sign	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 1,724.50
Payable Number S186-23	Description Easement plat for potential drainage easement Askv	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 1,634.00

Vendor Number 07323	Vendor Name CAPPEL'S COMPLETE CAR CARE			Total Vendor Amount 248.91	
Payment Type Check	Payment Number 210962		Payment Date 04/22/2024	Payment Amount 248.91	
Payable Number 40847	Description E17 AC Repair	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 248.91

Vendor Number 09112	Vendor Name CINTAS			Total Vendor Amount 656.10	
Payment Type Check	Payment Number 210963		Payment Date 04/22/2024	Payment Amount 656.10	
Payable Number 4189172457	Description Office And Shop Rags & Rugs	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 121.04
Payable Number 4189172529	Description Floor Mats/lab Coats	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 89.22
Payable Number 4189172580	Description Floor Mats/Shop Towels	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 246.25
Payable Number 4189741924	Description MATS AND SHOP RAGS	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 199.59

Vendor Number 03707	Vendor Name CONSERV FS			Total Vendor Amount 346.01	
Payment Type Check	Payment Number 210964		Payment Date 04/22/2024	Payment Amount 346.01	
Payable Number 7263334-033124	Description Fuel hose supplies	Payable Date 03/31/2024	Due Date 03/31/2024	Discount Amount 0.00	Payable Amount 346.01

Payment Register

Vendor Number 09673	Vendor Name CORE & MAIN LP			Total Vendor Amount 4,390.56	
Payment Type Check	Payment Number 210965			Payment Date 04/22/2024	Payment Amount 4,390.56
Payable Number U564383	Description Tube/12" HYD/18" HYD/24" HYD	Payable Date 04/04/2024	Due Date 04/04/2024	Discount Amount 0.00	Payable Amount 4,390.56

Vendor Number INC1350	Vendor Name CRITICAL REACH, INC			Total Vendor Amount 390.00	
Payment Type Check	Payment Number 210966			Payment Date 04/22/2024	Payment Amount 390.00
Payable Number 3479	Description Critical Reach Flyer Membership	Payable Date 12/12/2023	Due Date 12/12/2023	Discount Amount 0.00	Payable Amount 390.00

Vendor Number 02226	Vendor Name CURRAN MATERIALS CO.			Total Vendor Amount 1,937.50	
Payment Type Check	Payment Number 210967			Payment Date 04/22/2024	Payment Amount 1,937.50
Payable Number 29622	Description Curran- 4/11/24	Payable Date 04/11/2024	Due Date 04/11/2024	Discount Amount 0.00	Payable Amount 1,937.50

Vendor Number 09035	Vendor Name CURRIER APPRAISAL SERVICES, LLC			Total Vendor Amount 600.00	
Payment Type Check	Payment Number 210968			Payment Date 04/22/2024	Payment Amount 600.00
Payable Number 24003	Description 310 Cherry Ave. Appraisal	Payable Date 04/11/2024	Due Date 04/11/2024	Discount Amount 0.00	Payable Amount 600.00

Vendor Number 08733	Vendor Name EVERBRIDGE, INC.			Total Vendor Amount 3,500.00	
Payment Type Check	Payment Number 210969			Payment Date 04/22/2024	Payment Amount 3,500.00
Payable Number M81338	Description Annual Subscription	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 3,500.00

Vendor Number 04512	Vendor Name FEHR-GRAHAM & ASSOC.			Total Vendor Amount 23,952.50	
Payment Type Check	Payment Number 210970			Payment Date 04/22/2024	Payment Amount 23,952.50
Payable Number 122268	Description Well 4 Elevated Tank Re-Paint Project	Payable Date 03/29/2024	Due Date 03/29/2024	Discount Amount 0.00	Payable Amount 4,036.50
Payable Number 122405	Description Transload Construction Closeout	Payable Date 03/29/2024	Due Date 03/29/2024	Discount Amount 0.00	Payable Amount 1,536.00
Payable Number 122406	Description IDOT Prelim Engineering	Payable Date 03/29/2024	Due Date 03/29/2024	Discount Amount 0.00	Payable Amount 18,380.00

Vendor Number 05846	Vendor Name FILTRATION CORP OF AMERICA			Total Vendor Amount 439.79	
Payment Type Check	Payment Number 210971			Payment Date 04/22/2024	Payment Amount 439.79
Payable Number 00103463	Description Fuel Pump Filters	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 439.79

Vendor Number 01248	Vendor Name GRAINGER, INC.			Total Vendor Amount 429.24	
Payment Type Check	Payment Number 210972			Payment Date 04/22/2024	Payment Amount 429.24
Payable Number 9074775025	Description Filter/Label/Connectors/Cord Connect	Payable Date 04/03/2024	Due Date 04/03/2024	Discount Amount 0.00	Payable Amount 429.24

Payment Register

Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC					Total Vendor Amount 4,800.00
Payment Type Check	Payment Number 210973		Payment Date 04/22/2024	Payment Amount 4,800.00		
Payable Number 041524	Description Trimmed/Removed Trees Week of April 8th	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 4,800.00	
Vendor Number 07064	Vendor Name HARRINGTON ENVIRONMENTAL SVCS					Total Vendor Amount 210.00
Payment Type Check	Payment Number 210974		Payment Date 04/22/2024	Payment Amount 210.00		
Payable Number 8429	Description Hickory Grove Fertilizer & Crabgrass	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 210.00	
Vendor Number 10256	Vendor Name HAWKINS, INC.					Total Vendor Amount 1,061.00
Payment Type Check	Payment Number 210975		Payment Date 04/22/2024	Payment Amount 1,061.00		
Payable Number 6729177	Description Azone 15 1 LB BLK Mini Bulk	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 1,061.00	
Vendor Number INC1533	Vendor Name HIGHSTAR TRAFFIC					Total Vendor Amount 3,322.10
Payment Type Check	Payment Number 210976		Payment Date 04/22/2024	Payment Amount 3,322.10		
Payable Number 4448	Description Street Signs, Posts & Anchor Supplies	Payable Date 04/02/2024	Due Date 04/02/2024	Discount Amount 0.00	Payable Amount 3,322.10	
Vendor Number 06754	Vendor Name HINCKLEY SPRINGS					Total Vendor Amount 325.52
Payment Type Check	Payment Number 210977		Payment Date 04/22/2024	Payment Amount 325.52		
Payable Number 10164186 041524	Description Water Delivery	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 325.52	
Vendor Number 09953	Vendor Name IKANO DSL					Total Vendor Amount 250.00
Payment Type Check	Payment Number 210978		Payment Date 04/22/2024	Payment Amount 250.00		
Payable Number 17121673	Description Monthly Invoice	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 250.00	
Vendor Number 05282	Vendor Name JOHNSON TRACTOR					Total Vendor Amount 1,869.49
Payment Type Check	Payment Number 210979		Payment Date 04/22/2024	Payment Amount 1,869.49		
Payable Number IR97320	Description Tractor supplies	Payable Date 04/03/2024	Due Date 04/03/2024	Discount Amount 0.00	Payable Amount 278.79	
IR97328	Tractor Supplies	04/03/2024	04/03/2024	0.00	300.75	
IR97384	Tractor Supplies	04/06/2024	04/06/2024	0.00	421.86	
IR97485	Tractor Supplies	04/09/2024	04/09/2024	0.00	26.84	
IR97731	Airport Mower Belt Replacement	04/16/2024	04/16/2024	0.00	93.28	
IR97757	Saw To Replace Broken One	04/16/2024	04/16/2024	0.00	747.97	
Vendor Number 09444	Vendor Name KALEEL'S CLOTHING					Total Vendor Amount 1,284.00
Payment Type Check	Payment Number 210980		Payment Date 04/22/2024	Payment Amount 1,284.00		
Payable Number 040124	Description Worker CLOthing - Andrew C.	Payable Date 04/01/2024	Due Date 04/01/2024	Discount Amount 0.00	Payable Amount 77.00	
040524	Worker Clothing- Dwayne R	04/05/2024	04/05/2024	0.00	216.00	
040524-2	Worker Clothing- Dwayne R	04/05/2024	04/05/2024	0.00	431.00	

Payment Register

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040824	Worker Clothing - Kaylee F	04/08/2024	04/08/2024	0.00	61.00
041124	Worker Clothing - Cliff S	04/11/2024	04/11/2024	0.00	499.00
Vendor Number 07994	Vendor Name KELLER, DANIEL			Total Vendor Amount 50.00	
Payment Type Check	Payment Number 210981			Payment Date 04/22/2024	Payment Amount 50.00
Payable Number 041624	Description Reimbursement- Water Con	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 50.00
Vendor Number 02910	Vendor Name LINCOLN HWY HERITAGE FESTIVAL			Total Vendor Amount 8,000.00	
Payment Type Check	Payment Number 210982			Payment Date 04/22/2024	Payment Amount 8,000.00
Payable Number 041024	Description Annual Contribution	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 8,000.00
Vendor Number 00356	Vendor Name MACKLIN INCORPORATED			Total Vendor Amount 2,653.65	
Payment Type Check	Payment Number 210983			Payment Date 04/22/2024	Payment Amount 2,653.65
Payable Number 53748	Description Road/Pad At Cemetery	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 2,653.65
Vendor Number 00660	Vendor Name MCMASTER-CARR SUPPLY CO			Total Vendor Amount 1,399.58	
Payment Type Check	Payment Number 210984			Payment Date 04/22/2024	Payment Amount 1,399.58
Payable Number 25055659	Description NEW WIRE FOR BACK UP COMPRESSOR	Payable Date 04/08/2024	Due Date 04/08/2024	Discount Amount 0.00	Payable Amount 1,329.38
Payable Number 25231884	Description CONDUIT ADAPTER FOR OLD COMPRESSOR PANEL	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 70.20
Vendor Number 02727	Vendor Name MENARDS - SYCAMORE			Total Vendor Amount 116.07	
Payment Type Check	Payment Number 210985			Payment Date 04/22/2024	Payment Amount 116.07
Payable Number 12231	Description Supplies For Street Department	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 116.07
Vendor Number 02335	Vendor Name MID-CONTINENT SALES			Total Vendor Amount 286.46	
Payment Type Check	Payment Number 210986			Payment Date 04/22/2024	Payment Amount 286.46
Payable Number 34759	Description COPPER GASKETS FOR #1 FUEL INJECTION NOZZEL	Payable Date 04/09/2024	Due Date 04/09/2024	Discount Amount 0.00	Payable Amount 286.46
Vendor Number INC1184	Vendor Name MIDWEST SAFE DRIVER			Total Vendor Amount 8,648.00	
Payment Type Check	Payment Number 210987			Payment Date 04/22/2024	Payment Amount 8,648.00
Payable Number 146	Description CDL FOR WALKER AND BUBBA	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 8,648.00
Vendor Number 00028	Vendor Name MODERN SHOE SHOP			Total Vendor Amount 307.98	
Payment Type Check	Payment Number 210988			Payment Date 04/22/2024	Payment Amount 307.98
Payable Number 014307	Description Work Boots- Cliff S	Payable Date 04/13/2024	Due Date 04/13/2024	Discount Amount 0.00	Payable Amount 307.98

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
06843	MOORE TIRES, INC					2,226.24
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210989			04/22/2024	2,226.24	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2023738	F21 new tires x6	04/17/2024	04/17/2024	0.00	2,226.24	
09077	MULHOLLAND, JAY					225.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210990			04/22/2024	225.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
041024	APPA- Conference	04/10/2024	04/10/2024	0.00	200.00	
041624	Reimbursement Travel	04/16/2024	04/16/2024	0.00	25.00	
00415	NAPA AUTO PARTS ROCHELLE					336.57
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210991			04/22/2024	336.57	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
074557	Jump Starter Kit	04/11/2024	04/11/2024	0.00	179.00	
074617	Bearing/Oil Seal/Blades/Hoses	04/12/2024	04/12/2024	0.00	157.57	
01659	NICOR					640.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210992			04/22/2024	640.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04965710009-040424	FBO Office Heat	04/04/2024	04/04/2024	0.00	97.05	
47219432557-040424	Comm Hangar Heat	04/04/2024	04/04/2024	0.00	543.10	
03302	NORTH EAST MULTI-REGIONAL					50.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210993			04/22/2024	50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
342595	Training Class	12/18/2023	12/18/2023	0.00	50.00	
05859	P.F. PETTIBONE & CO.					19.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210994			04/22/2024	19.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
185700	New officer ID	04/03/2024	04/03/2024	0.00	19.00	
INC1519	PERALTE-CLARK LLC					15,314.66
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210995			04/22/2024	15,314.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IL RT 251 POTHOLE STAKING	Field staking/collection RMU utility conflicts	04/09/2024	04/09/2024	0.00	15,314.66	
INC1110	PEST CONTROL CONSULTANTS ILLINOIS					265.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	210996			04/22/2024	265.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
540799	Pest Spraying	04/11/2024	04/11/2024	0.00	55.00	
541405	Pest Control Substation 1/2	04/11/2024	04/11/2024	0.00	160.00	
543303	Pest Control Office	04/16/2024	04/16/2024	0.00	50.00	

Payment Register

Vendor Number	Vendor Name		Total Vendor Amount
01154	PRESCOTT BROS. FORD		71.23
Payment Type	Payment Number	Payment Date	Payment Amount
Check	210997	04/22/2024	71.23
Payable Number	Description	Payable Date	Due Date
95959	Camera Van- Lube/Oil/filter	04/11/2024	04/11/2024
		Discount Amount	Payable Amount
		0.00	71.23
Vendor Number	Vendor Name		Total Vendor Amount
INC1505	PROSCREENING		72.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	210998	04/22/2024	72.00
Payable Number	Description	Payable Date	Due Date
189500-3	2024 Pre-Employment Screening	04/15/2024	04/15/2024
		Discount Amount	Payable Amount
		0.00	72.00
Vendor Number	Vendor Name		Total Vendor Amount
01642	RAY O'HERRON CO. INC		157.12
Payment Type	Payment Number	Payment Date	Payment Amount
Check	210999	04/22/2024	157.12
Payable Number	Description	Payable Date	Due Date
2336712	New Officer Uniforms	04/15/2024	04/15/2024
2337071	Officer Badge Repair	04/16/2024	04/16/2024
		Discount Amount	Payable Amount
		0.00	122.12
		0.00	35.00
Vendor Number	Vendor Name		Total Vendor Amount
07855	ROCHELLE FIRE DEPT		300.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211000	04/22/2024	300.00
Payable Number	Description	Payable Date	Due Date
041024	Firemen's Ball Table	04/10/2024	04/10/2024
		Discount Amount	Payable Amount
		0.00	300.00
Vendor Number	Vendor Name		Total Vendor Amount
INC1561	ROCHELLE HISPANIC COMMUNITY ASSOCIATION		8,000.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211001	04/22/2024	8,000.00
Payable Number	Description	Payable Date	Due Date
041024	Cinco de Mayo Sponsorship	04/10/2024	04/10/2024
		Discount Amount	Payable Amount
		0.00	8,000.00
Vendor Number	Vendor Name		Total Vendor Amount
00506	ROCHELLE IL CHAMBER OF COMMERCE		1,120.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211002	04/22/2024	1,120.00
Payable Number	Description	Payable Date	Due Date
8878	Annual Dinner	04/17/2024	04/17/2024
8888	Kickball Sponsor	04/17/2024	04/17/2024
		Discount Amount	Payable Amount
		0.00	720.00
		0.00	400.00
Vendor Number	Vendor Name		Total Vendor Amount
02241	ROCHELLE JANITORIAL SUPPLY		580.30
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211003	04/22/2024	580.30
Payable Number	Description	Payable Date	Due Date
041024-10	Paper Towels	04/11/2024	04/11/2024
041024-6	Laundry Soap/paper plates/Napkins/Cutlery/TP	04/11/2024	04/11/2024
		Discount Amount	Payable Amount
		0.00	193.74
		0.00	386.56
Vendor Number	Vendor Name		Total Vendor Amount
00517	ROCHELLE NEWS-LEADER		70.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211004	04/22/2024	70.00
Payable Number	Description	Payable Date	Due Date
INV294473	American Hero Ad	04/10/2024	04/10/2024
		Discount Amount	Payable Amount
		0.00	70.00

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount	
00521	ROGERS READY-MIX & MATERIALS					270.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211005			04/22/2024	270.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
314625	3/8' Chips	04/12/2024	04/12/2024	0.00	270.00		
05512	ROY'S TRANSFER, INC.					325.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211006			04/22/2024	325.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
555	Truck For Elect. Recycling Event Sent To County	04/15/2024	04/15/2024	0.00	325.00		
INC1418	RUNNINGS SUPPLY INC					42.13	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211007			04/22/2024	42.13		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1061091	building supplies	04/11/2024	04/11/2024	0.00	4.99		
1061448	Parts For Airport Mower	04/12/2024	04/12/2024	0.00	37.14		
03910	SAUBER MFG. CO.					315.35	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211008			04/22/2024	315.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
PSJ228117	Tension Adjusting Nut	02/09/2024	02/09/2024	0.00	67.92		
PSJ228118	Lock Nut/Shaft/Spring/Insert	02/09/2024	02/09/2024	0.00	247.43		
00585	SMART, CLIFF					50.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211009			04/22/2024	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
041624	Reimbursement Travel	04/16/2024	04/16/2024	0.00	50.00		
03263	TALLMAN EQUIPMENT COMPANY, INC.					5,124.15	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211010			04/22/2024	5,124.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
3389268	Gear Driven Cable Cutter	04/09/2024	04/09/2024	0.00	2,938.63		
3389706	Linemans Hang Strap	04/12/2024	04/12/2024	0.00	130.51		
3389822	Gear Driven Cable Cutter	04/15/2024	04/15/2024	0.00	2,055.01		
08076	TOLIVER, BLAKE					200.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211011			04/22/2024	200.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
041024	APPA Conference Reimbursement	04/10/2024	04/10/2024	0.00	200.00		
INC1368	TRUCK COUNTRY OF ILLINOIS, INC					496.98	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211012			04/22/2024	496.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
X901136845 01	Parts For Units R155, R156 & R157	04/15/2024	04/15/2024	0.00	496.98		

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount	
08658	TRUGREEN PROCESSING CENTER					77.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211013			04/22/2024	77.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
189962343	Lawn Service	04/08/2024	04/08/2024	0.00	77.00		
04522	TURNER, DEBBIE					1,570.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211014			04/22/2024	1,570.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2745	JANITORIAL SERVICES	04/14/2024	04/14/2024	0.00	1,570.00		
04351	TYNDALE COMPANY, INC.					742.90	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211015			04/22/2024	742.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
3489480	FR CLothing	04/11/2024	04/11/2024	0.00	199.95		
3491863	FR CLothing	04/13/2024	04/13/2024	0.00	542.95		
00991	USA BLUEBOOK					1,131.28	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211016			04/22/2024	1,131.28		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV00332777	Haz Mat Sign 7x10	04/12/2024	04/12/2024	0.00	109.00		
INV00334618	Chlorine/Nitrogen/Pipet/pH Buffer/Ammonia/Wipes	04/15/2024	04/15/2024	0.00	1,022.28		
02643	VFW POST #3878					125.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211017			04/22/2024	125.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
243	American Flag/POW Flag	03/08/2024	03/08/2024	0.00	125.00		
INC1355	WATER SOLUTIONS UNLIMITED, INC					420.48	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211018			04/22/2024	420.48		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
123028	Fluorosilicic Acid 23%	04/12/2024	04/12/2024	0.00	420.48		
00828	WILLETT, HOFMANN & ASSOC., INC					14,488.60	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211019			04/22/2024	14,488.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
35720	Design concepts, rendering, updated cost est.	04/10/2024	04/10/2024	0.00	5,128.60		
35722	Sanitary Sewer Project	04/10/2024	04/10/2024	0.00	9,360.00		
10618	WILLIAMS, DAWSON					50.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	211020			04/22/2024	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
041624	Reimbursement Travel	04/16/2024	04/16/2024	0.00	50.00		

Payment Register

APPKT02881 - Section VI, Item 1. **B**

Vendor Number **Vendor Name**
[01971](#) ZARNOTH BRUSH WORKS, INC

Total Vendor Amount
918.00

Payment Type **Payment Number**

Payment Date **Payment Amount**

Check [211021](#)

04/22/2024 918.00

Payable Number **Description**
[0197642-IN](#) Broom For Sweeper

Payable Date **Due Date** **Discount Amount** **Payable Amount**
04/04/2024 04/04/2024 0.00 918.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	115	71	0.00	277,636.50
Packet Totals:		115	71	0.00	277,636.50

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-277,636.50
Packet Totals:		-277,636.50



Rochelle, IL

Payment Register

APPKT02901 - Check Run 4/29/24 MB

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number 08164	Vendor Name ALTORFER, INC.					Total Vendor Amount 3,431.00
Payment Type Check	Payment Number 211022				Payment Date 04/29/2024	Payment Amount 3,431.00
Payable Number WO430068448	Description CAT #18 SERVICE CONTRACT	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount 3,431.00	

Vendor Number 10663	Vendor Name AMAZON CAPITAL SERVICES					Total Vendor Amount 1,950.73
Payment Type Check	Payment Number 211023				Payment Date 04/29/2024	Payment Amount 1,950.73
Payable Number 17VF-K7CF-9ND6	Description 2024 HR Office Equipment - Scanner	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 249.00	
19CT-LJGF-PY94	Washers/Magent/Markers/Pens/Chalk	04/22/2024	04/22/2024	0.00	105.76	
19KQ-L6HM-RK9X	Dry Erase Calendar	04/17/2024	04/17/2024	0.00	58.79	
1J4G-Y64H-KKF6	Foreign Fire fund	04/24/2024	04/24/2024	0.00	450.95	
1Q3X-VG1W-1NWX	Wasp/Hornet Killer	04/18/2024	04/18/2024	0.00	63.69	
1WWL-CFLW-3LKD	Paper Organizer 72 Compartment	04/22/2024	04/22/2024	0.00	830.84	
1WWL-CFLW-F4NX	Sensor Switch	04/23/2024	04/23/2024	0.00	191.70	

Vendor Number 01850	Vendor Name ANIXTER, INC					Total Vendor Amount 21.06
Payment Type Check	Payment Number 211024				Payment Date 04/29/2024	Payment Amount 21.06
Payable Number 6021709-00	Description Cover Tap for O Die	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 21.06	

Vendor Number 10416	Vendor Name BELMONTE, ROCIO					Total Vendor Amount 48.00
Payment Type Check	Payment Number 211025				Payment Date 04/29/2024	Payment Amount 48.00
Payable Number 042224	Description Rocio Belmonte	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 48.00	

Vendor Number 00073	Vendor Name BLACKBURN MFG. CO.					Total Vendor Amount 704.76
Payment Type Check	Payment Number 211026				Payment Date 04/29/2024	Payment Amount 704.76
Payable Number 0733006-IN	Description For Locates & Construction Work	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 704.76	

Vendor Number 03768	Vendor Name BODY WERKS OF ROCHELLE, INC.					Total Vendor Amount 2,250.00
Payment Type Check	Payment Number 211027				Payment Date 04/29/2024	Payment Amount 2,250.00
Payable Number 5483	Description Body Work- Garrys Truck- Accident	Payable Date 04/05/2024	Due Date 04/05/2024	Discount Amount 0.00	Payable Amount 2,250.00	

Payment Register

Vendor Number 08113	Vendor Name CARUS LLC					Total Vendor Amount 2,957.92
Payment Type Check	Payment Number 211028		Payment Date 04/29/2024	Payment Amount 2,957.92		
Payable Number SLS 10113526	Description Carusol ILMB	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 2,957.92	

Vendor Number 01636	Vendor Name CASEY EQUIPMENT COMPANY, INC					Total Vendor Amount 151.42
Payment Type Check	Payment Number 211029		Payment Date 04/29/2024	Payment Amount 151.42		
Payable Number P01864	Description Parts For Unit R136 Paver	Payable Date 02/23/2024	Due Date 02/23/2024	Discount Amount 0.00	Payable Amount 151.42	

Vendor Number 09112	Vendor Name CINTAS					Total Vendor Amount 622.06
Payment Type Check	Payment Number 211030		Payment Date 04/29/2024	Payment Amount 622.06		
Payable Number 4189899072	Description Floor Mats/Shop Towels	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount 164.97	
4189899073	Floor Mats/lab Coats	04/17/2024	04/17/2024	0.00	84.84	
4190290194	Janitorial Supplies	04/22/2024	04/22/2024	0.00	51.31	
4190290513	Mats	04/22/2024	04/22/2024	0.00	41.98	
4190290525	Lobby Rugs	04/22/2024	04/22/2024	0.00	79.37	
4190457823	MATS AND SHOP RAGS	04/23/2024	04/23/2024	0.00	199.59	

Vendor Number 01651	Vendor Name CLESENS INC.					Total Vendor Amount 2,426.58
Payment Type Check	Payment Number 211031		Payment Date 04/29/2024	Payment Amount 2,426.58		
Payable Number 11941-00	Description fertilzer	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 2,426.58	

Vendor Number 04492	Vendor Name DELL MARKETING L.P.					Total Vendor Amount 2,349.99
Payment Type Check	Payment Number 211032		Payment Date 04/29/2024	Payment Amount 2,349.99		
Payable Number 10744504729	Description Dell Latitude Rugged Laptop- Water Rec	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 2,349.99	

Vendor Number INC1396	Vendor Name DISCOVER DIXON					Total Vendor Amount 3,000.00
Payment Type Check	Payment Number 211033		Payment Date 04/29/2024	Payment Amount 3,000.00		
Payable Number 2024-0381	Description Midwest Leadership Summit	Payable Date 03/11/2024	Due Date 03/11/2024	Discount Amount 0.00	Payable Amount 3,000.00	

Vendor Number 03396	Vendor Name FASTENAL					Total Vendor Amount 44.37
Payment Type Check	Payment Number 211034		Payment Date 04/29/2024	Payment Amount 44.37		
Payable Number ILROH108616	Description Misc Hardware- Bolts/Nuts/Washers	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 44.37	

Vendor Number 04512	Vendor Name FEHR-GRAHAM & ASSOC.					Total Vendor Amount 3,266.50
Payment Type Check	Payment Number 211035		Payment Date 04/29/2024	Payment Amount 3,266.50		
Payable Number 122407	Description Dement Road Extension Prelim Engineering	Payable Date 03/29/2024	Due Date 03/29/2024	Discount Amount 0.00	Payable Amount 3,266.50	

Payment Register

Vendor Number	Vendor Name		Total Vendor Amount
03334	FERGUSON WATERWORKS #2516		524.84
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211036	04/29/2024	524.84
Payable Number	Description	Payable Date	Due Date
0484092-1	N360 Cell Data Plan	04/22/2024	04/22/2024
0487798	1-1/4 Brass Pent Plug	04/18/2024	04/18/2024
		Discount Amount	Payable Amount
		0.00	182.52
		0.00	342.32
Vendor Number	Vendor Name		Total Vendor Amount
07183	FLETCHER & SIPPEL LLC		1,622.50
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211037	04/29/2024	1,622.50
Payable Number	Description	Payable Date	Due Date
54461	ICC Steam Plant Road	04/18/2024	04/18/2024
		Discount Amount	Payable Amount
		0.00	1,622.50
Vendor Number	Vendor Name		Total Vendor Amount
07243	FRONTIER NORTH INC		1,138.06
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211038	04/29/2024	1,138.06
Payable Number	Description	Payable Date	Due Date
6103R953-S-24111	Monthly Collocation Charges Frontier Building	04/20/2024	04/20/2024
		Discount Amount	Payable Amount
		0.00	1,138.06
Vendor Number	Vendor Name		Total Vendor Amount
03782	GASVODA & ASSOCIATES, INC.		1,239.86
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211039	04/29/2024	1,239.86
Payable Number	Description	Payable Date	Due Date
INV24DCF0072CHF	DDA Parts Kit	04/15/2024	04/15/2024
		Discount Amount	Payable Amount
		0.00	1,239.86
Vendor Number	Vendor Name		Total Vendor Amount
01754	GORDON FLESCH CO., INC		137.37
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211040	04/29/2024	137.37
Payable Number	Description	Payable Date	Due Date
IN14647206	Copy Machine Lease	04/15/2024	04/15/2024
		Discount Amount	Payable Amount
		0.00	137.37
Vendor Number	Vendor Name		Total Vendor Amount
01248	GRAINGER, INC.		2,244.63
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211041	04/29/2024	2,244.63
Payable Number	Description	Payable Date	Due Date
9091413410	Warehouse ceiling fans	04/18/2024	04/18/2024
9095414661	Warehouse ceiling fans	04/23/2024	04/23/2024
		Discount Amount	Payable Amount
		0.00	748.21
		0.00	1,496.42
Vendor Number	Vendor Name		Total Vendor Amount
00493	GROVERS SERVICES, LLC		4,800.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211042	04/29/2024	4,800.00
Payable Number	Description	Payable Date	Due Date
042224	Trimmed/Removed Trees Week of April 15th	04/22/2024	04/22/2024
		Discount Amount	Payable Amount
		0.00	4,800.00
Vendor Number	Vendor Name		Total Vendor Amount
10256	HAWKINS, INC.		4,762.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211043	04/29/2024	4,762.00
Payable Number	Description	Payable Date	Due Date
6735951	Azone 15 1 LB BLK Mini Bulk	04/17/2024	04/17/2024
6735998	Azone 15 1 LB BLK Mini Bulk	04/17/2024	04/17/2024
		Discount Amount	Payable Amount
		0.00	2,501.00
		0.00	2,261.00

Payment Register

Vendor Number INC1393	Vendor Name HELM ELECTRIC			Total Vendor Amount 575.00	
Payment Type Check	Payment Number 211044		Payment Date 04/29/2024	Payment Amount 575.00	
Payable Number 53857	Description Well 8 VFD	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 575.00

Vendor Number INC1268	Vendor Name HERNANDEZ, AUTUMN			Total Vendor Amount 17.39	
Payment Type Check	Payment Number 211045		Payment Date 04/29/2024	Payment Amount 17.39	
Payable Number 042224	Description Office supplies	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 17.39

Vendor Number 08060	Vendor Name HEWITT & WAGNER, ATTORNEYS AT LAW			Total Vendor Amount 3,750.00	
Payment Type Check	Payment Number 211046		Payment Date 04/29/2024	Payment Amount 3,750.00	
Payable Number 040124	Description Legal	Payable Date 04/01/2024	Due Date 04/01/2024	Discount Amount 0.00	Payable Amount 3,750.00

Vendor Number 01168	Vendor Name IL DEPT OF PUBLIC HEALTH			Total Vendor Amount 2,728.00	
Payment Type Check	Payment Number 211047		Payment Date 04/29/2024	Payment Amount 1,464.00	
Payable Number 041624	Description Illinois Department of Public Health	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 1,464.00
Payment Type Check	Payment Number 211048		Payment Date 04/29/2024	Payment Amount 1,264.00	
Payable Number 031924	Description Illinois Department of Public Health	Payable Date 03/19/2024	Due Date 03/19/2024	Discount Amount 0.00	Payable Amount 1,264.00

Vendor Number 06186	Vendor Name ILLINOIS OFFICE SUPPLY			Total Vendor Amount 1,974.80	
Payment Type Check	Payment Number 211049		Payment Date 04/29/2024	Payment Amount 1,974.80	
Payable Number 62412	Description Illinois Office Supply	Payable Date 04/15/2024	Due Date 04/15/2024	Discount Amount 0.00	Payable Amount 1,974.80

Vendor Number 07033	Vendor Name KIRBY CABLE SERVICE INC			Total Vendor Amount 2,800.00	
Payment Type Check	Payment Number 211050		Payment Date 04/29/2024	Payment Amount 2,800.00	
Payable Number 8138	Description 103 Quarry Rd- Bored 2" Water	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 2,800.00

Vendor Number 03239	Vendor Name LARGE CAR REBUILDERS, INC.			Total Vendor Amount 1,485.90	
Payment Type Check	Payment Number 211051		Payment Date 04/29/2024	Payment Amount 1,485.90	
Payable Number 17990	Description New Squad Decals	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 1,485.90

Vendor Number 08147	Vendor Name LAUTERBACH & AMEN, LLP			Total Vendor Amount 9,900.00	
Payment Type Check	Payment Number 211052		Payment Date 04/29/2024	Payment Amount 9,900.00	
Payable Number 89760	Description Tax Levy Calculation and GASB 67/68 - Fire	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 4,950.00
Payable Number 89761	Description Tax Levy Calculation and GASB 67/68 - Police	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 4,950.00

Payment Register

Vendor Number 00342	Vendor Name LAWSON PRODUCTS, INC.					Total Vendor Amount 236.64
Payment Type Check	Payment Number 211053				Payment Date 04/29/2024	Payment Amount 236.64
Payable Number 9311471332	Description Supplies For Street Operations	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 236.64	
Vendor Number INC1564	Vendor Name LOCAL GOVERNMENT HISPANIC NETWORK					Total Vendor Amount 750.00
Payment Type Check	Payment Number 211054				Payment Date 04/29/2024	Payment Amount 750.00
Payable Number 5962	Description Local Government Hispanic Network	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount 750.00	
Vendor Number 03507	Vendor Name MARK GILLIS TITLE AND LICENSE					Total Vendor Amount 58.00
Payment Type Check	Payment Number 211055				Payment Date 04/29/2024	Payment Amount 29.00
Payable Number 042224-2	Description Plate Services Fee For 2024 Trailer Purchase	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 29.00	
Payable Number 042224	Description Plate Services Fee For 2023 Trailer Purchase	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 29.00	
Vendor Number 01726	Vendor Name MIDWEST MAILWORKS, INC					Total Vendor Amount 416.51
Payment Type Check	Payment Number 211057				Payment Date 04/29/2024	Payment Amount 416.51
Payable Number 248644	Description Complete mailroom service	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 416.51	
Vendor Number 00018	Vendor Name MUTUAL WHEEL CO					Total Vendor Amount 52.89
Payment Type Check	Payment Number 211058				Payment Date 04/29/2024	Payment Amount 52.89
Payable Number 7818034	Description Brake Parts For Unti R267	Payable Date 03/13/2024	Due Date 03/13/2024	Discount Amount 0.00	Payable Amount 52.89	
Vendor Number 09006	Vendor Name NADLER GOLF					Total Vendor Amount 4,050.00
Payment Type Check	Payment Number 211059				Payment Date 04/29/2024	Payment Amount 4,050.00
Payable Number 3978222	Description cart lease	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 4,050.00	
Vendor Number 00415	Vendor Name NAPA AUTO PARTS ROCHELLE					Total Vendor Amount 308.81
Payment Type Check	Payment Number 211060				Payment Date 04/29/2024	Payment Amount 191.45
Payable Number 075196	Description Oil Filter For Unit R114	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 11.57	
Payable Number 075254	Description Coolant For Trucks	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 179.88	
Payment Type Check	Payment Number 211061				Payment Date 04/29/2024	Payment Amount 117.36
Payable Number 075277	Description BRAKE CLEANER	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 117.36	

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Vendor Number 01659	Vendor Name NICOR					Total Vendor Amount 114.77	
Payment Type Check	Payment Number 211062		Payment Date 04/29/2024			Payment Amount 114.77	
Payable Number 42790561023-041024	Description nicor pro shop	Payable Date 04/10/2024	Due Date 04/10/2024	Discount Amount 0.00	Payable Amount 114.77		

Vendor Number INC1563	Vendor Name OLSZEWSKI, BRITTANY					Total Vendor Amount 26.53	
Payment Type Check	Payment Number 211063		Payment Date 04/29/2024			Payment Amount 26.53	
Payable Number 041824	Description Brittany Olszewski	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 26.53		

Vendor Number INC1110	Vendor Name PEST CONTROL CONSULTANTS ILLINOIS					Total Vendor Amount 635.00	
Payment Type Check	Payment Number 211064		Payment Date 04/29/2024			Payment Amount 635.00	
Payable Number 544626	Description Pest Control	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 50.00		
544705	Pest Control- WasteWater Treatment Plant	04/18/2024	04/18/2024	0.00	65.00		
544707	Pest Control-1030 S 7th St	04/18/2024	04/18/2024	0.00	150.00		
544936	Pest Control RR Park	04/19/2024	04/19/2024	0.00	45.00		
545375	Pest Control- Wells 8/10/11/12	04/19/2024	04/19/2024	0.00	200.00		
546007	Monthly Pest Control Tech Center	04/22/2024	04/22/2024	0.00	125.00		

Vendor Number 09011	Vendor Name PETERSON, JOHNSON & MURRAY					Total Vendor Amount 13,967.00	
Payment Type Check	Payment Number 211065		Payment Date 04/29/2024			Payment Amount 13,967.00	
Payable Number 142372	Description LEGAL SERVICES-GENERAL MUNICIPAL MATTER	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 7,121.00		
142374	LEGAL SERVICES-ELECTRIC	04/19/2024	04/19/2024	0.00	2,835.00		
142375	LEGAL SERVICES-SOLID WASTE (LANDFILL)	04/19/2024	04/19/2024	0.00	45.00		
142376	LEGAL SERVICES-AIRPORT	04/19/2024	04/19/2024	0.00	1,417.50		
142377	LEGAL SERVICES-RAILROAD	04/19/2024	04/19/2024	0.00	675.00		
142378	LEGAL SERVICES-NORTHERN GATEWAY TIF	04/19/2024	04/19/2024	0.00	697.50		
142379	LEGAL SERVICES-GENERAL LABOR & EMPLOYMENT	04/19/2024	04/19/2024	0.00	1,176.00		

Vendor Number INC1541	Vendor Name POSITIVE PROMOTIONS					Total Vendor Amount 191.90	
Payment Type Check	Payment Number 211066		Payment Date 04/29/2024			Payment Amount 191.90	
Payable Number 07362791	Description Event Giveaway for kids	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 191.90		

Vendor Number 00554	Vendor Name PRINTING ETC., INC.					Total Vendor Amount 2,297.10	
Payment Type Check	Payment Number 211067		Payment Date 04/29/2024			Payment Amount 2,297.10	
Payable Number 24-0059	Description Market Tote Bags	Payable Date 04/12/2024	Due Date 04/12/2024	Discount Amount 0.00	Payable Amount 2,297.10		

Vendor Number 06142	Vendor Name QUEENS TRUCKING & CONSTRUCTION					Total Vendor Amount 9,900.75	
Payment Type Check	Payment Number 211068		Payment Date 04/29/2024			Payment Amount 9,900.75	
Payable Number 33635	Description Along 251 Flagg to Jones- Ground Restoration	Payable Date 03/05/2024	Due Date 03/05/2024	Discount Amount 0.00	Payable Amount 7,007.00		
33637	Il Rt 38 Ground Restore- Landscaping	04/18/2024	04/18/2024	0.00	2,893.75		

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Vendor Number 01642	Vendor Name RAY O'HERRON CO. INC					Total Vendor Amount 150.74
Payment Type Check	Payment Number 211069		Payment Date 04/29/2024	Payment Amount 150.74		
Payable Number 2337270	Description New Officer Uniforms	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount 150.74	
Vendor Number 00506	Vendor Name ROCHELLE IL CHAMBER OF COMMERCE					Total Vendor Amount 1,305.00
Payment Type Check	Payment Number 211070		Payment Date 04/29/2024	Payment Amount 1,305.00		
Payable Number 8890	Description Play Day Sponsor	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 1,305.00	
Vendor Number 02241	Vendor Name ROCHELLE JANITORIAL SUPPLY					Total Vendor Amount 186.64
Payment Type Check	Payment Number 211071		Payment Date 04/29/2024	Payment Amount 186.64		
Payable Number 040524-2	Description Paper Towel for Comm Hangar	Payable Date 04/08/2024	Due Date 04/08/2024	Discount Amount 0.00	Payable Amount 43.22	
Payable Number 042224-1	Description Can Liners For Shop	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 143.42	
Vendor Number 00517	Vendor Name ROCHELLE NEWS-LEADER					Total Vendor Amount 524.00
Payment Type Check	Payment Number 211072		Payment Date 04/29/2024	Payment Amount 524.00		
Payable Number INV293956	Description news paper ad	Payable Date 04/07/2024	Due Date 04/07/2024	Discount Amount 0.00	Payable Amount 524.00	
Vendor Number 00521	Vendor Name ROGERS READY-MIX & MATERIALS					Total Vendor Amount 176.00
Payment Type Check	Payment Number 211073		Payment Date 04/29/2024	Payment Amount 176.00		
Payable Number 314969	Description Concrete For Ave C Inlet Repair	Payable Date 04/19/2024	Due Date 04/19/2024	Discount Amount 0.00	Payable Amount 176.00	
Vendor Number INC1418	Vendor Name RUNNINGS SUPPLY INC					Total Vendor Amount 694.98
Payment Type Check	Payment Number 211074		Payment Date 04/29/2024	Payment Amount 694.98		
Payable Number 1063067	Description Chain Saw Bar For Shop	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 55.99	
Payable Number 1063163	Description Credit For Chain Saw Bar Returned	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount -55.99	
Payable Number 1063165	Description New Chain Saw To Replace Broken One	Payable Date 04/17/2024	Due Date 04/17/2024	Discount Amount 0.00	Payable Amount 689.99	
Payable Number 1063399	Description Oil Pan	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 4.99	
Vendor Number 02459	Vendor Name SECRETARY OF STATE					Total Vendor Amount 346.00
Payment Type Check	Payment Number 211075		Payment Date 04/29/2024	Payment Amount 173.00		
Payable Number 042224-2	Description Plate Fee For 2024 Trailer Purchase	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 173.00	
Payment Type Check	Payment Number 211076		Payment Date 04/29/2024	Payment Amount 173.00		
Payable Number 042224	Description Plate Fee For 2023 Trailer Purchase	Payable Date 04/22/2024	Due Date 04/22/2024	Discount Amount 0.00	Payable Amount 173.00	

Payment Register

Vendor Number	Vendor Name						Total Vendor Amount
01324	STANDARD EQUIPMENT COMPANY						862.77
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211077			04/29/2024		862.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
P49551	Adapter-Safety Shutoff/Debris Hose/Gasket- VacTruc	04/22/2024	04/22/2024	0.00	862.77		
INC1095	SWAN ANALYTICAL USA, INC						1,110.75
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211078			04/29/2024		1,110.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
CD10012225	Reagent set Oxycon On-Line DPD 8 Sets	04/23/2024	04/23/2024	0.00	1,110.75		
06558	SYN-TECH SYSTEMS, INC.						51.50
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211079			04/29/2024		51.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
283105	Parts for Fuelmaster	04/05/2024	04/05/2024	0.00	51.50		
05630	THOMPSON, JENNIFER						295.38
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211080			04/29/2024		295.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
041924	Government Social Media Conference - J Thompson	04/19/2024	04/19/2024	0.00	295.38		
08076	TOLIVER, BLAKE						29.90
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211081			04/29/2024		29.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
042324	Postage	04/23/2024	04/23/2024	0.00	29.90		
10489	UNUM LIFE INS CO. OF AMERICA						281.98
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211082			04/29/2024		281.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
042324	2024 May Retiree Premiums	04/23/2024	04/23/2024	0.00	281.98		
00991	USA BLUEBOOK						1,068.81
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211083			04/29/2024		1,068.81	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV00342875	Flipstick Thermometer High Acc	04/23/2024	04/23/2024	0.00	76.35		
INV00343766	Chlorine/Phosphate/inhibitor/nitrogen/Vials	04/23/2024	04/23/2024	0.00	992.46		
03510	UTILITY DYNAMICS CORPORATION						64,430.00
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211084			04/29/2024		64,430.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0401-3209	Willis Ave- Conduit Install	04/05/2024	04/05/2024	0.00	9,740.00		
0402-3209	Willis Ave- Conduit Install	04/05/2024	04/05/2024	0.00	9,480.00		
0403-3209	Willis Ave- Conduit Install	04/05/2024	04/05/2024	0.00	6,480.00		
0404-3209	Willis Ave- Conduit Install	04/05/2024	04/05/2024	0.00	6,820.00		
0405-3209	300 S Main St- 3" Poly/Transformer/Jbox	04/05/2024	04/05/2024	0.00	6,980.00		
0406-3209	300 S Main St- 3" Poly/Transformer/Jbox	04/05/2024	04/05/2024	0.00	7,420.00		
0417-3209	Willis Ave- Conduit Install	04/17/2024	04/17/2024	0.00	7,980.00		

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0418-3209	Willis Ave- 3" Poly/Direc Drill	04/19/2024	04/19/2024	0.00	4,650.00
0419-3209	Caron Rd- 6" Poly/Direc Drill	04/19/2024	04/19/2024	0.00	4,880.00

Vendor Number	Vendor Name	Total Vendor Amount
01104	VERIZON WIRELESS	5,873.73

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211085	04/29/2024	5,873.73
Payable Number	Description	Payable Date	Due Date
9961718319	Monthly cellphones and iPad plans	04/15/2024	04/15/2024
Discount Amount	Payable Amount	0.00	5,873.73

Vendor Number	Vendor Name	Total Vendor Amount
09904	ZOLL MEDICAL CORP	447.86

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211086	04/29/2024	447.86
Payable Number	Description	Payable Date	Due Date
3958194	EMS supplies- life bands	04/22/2024	04/22/2024
Discount Amount	Payable Amount	0.00	447.86

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	106	65	0.00	173,766.68
Packet Totals:		106	65	0.00	173,766.68

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-173,766.68
Packet Totals:		-173,766.68



Rochelle, IL

Section VI, Item 1.

Payment Register

APPKT02923 - Check Run 5/6/24 MB

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount	
	Void	0.00	
Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	211140	05/06/2024	0.00
**Void Check	211145	05/06/2024	0.00

Vendor Number	Vendor Name	Total Vendor Amount			
06535	AIRGAS USA, LLC	314.15			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211093	05/06/2024	314.15		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9148942424	Oxygen	04/16/2024	04/16/2024	0.00	314.15

Vendor Number	Vendor Name	Total Vendor Amount			
02443	ALTEC INDUSTRIES, INC.	104.90			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211094	05/06/2024	104.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12552387	Slope Indicator E17	04/18/2024	04/18/2024	0.00	104.90

Vendor Number	Vendor Name	Total Vendor Amount			
08164	ALTORFER, INC.	6,862.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211095	05/06/2024	6,862.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
WO430068524	SERVICE CONTRACT FOR CAT #14	04/24/2024	04/24/2024	0.00	3,431.00
WO430068581	SERVICE CONTRACT FOR CAT #15	04/29/2024	04/29/2024	0.00	3,431.00

Vendor Number	Vendor Name	Total Vendor Amount			
10663	AMAZON CAPITAL SERVICES	1,505.98			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211096	05/06/2024	1,505.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1193-H3GD-6W3H	Window sign holder, storage box	04/26/2024	04/26/2024	0.00	55.68
17KK-VTQK-1WMR	Toner For Rosie's Printer & Paper Towels For Shop	04/29/2024	04/29/2024	0.00	89.71
1CN3-NDG3-CMLV	NEW LIGHT FOR #9&10 BASEMENT	04/30/2024	04/30/2024	0.00	165.59
1JJM-FG4J-4L3M	Gloves For The Shop	04/26/2024	04/26/2024	0.00	85.42
1LVN-VFRX-73VL	Space Heater	04/26/2024	04/26/2024	0.00	49.99
1QJT-CPP3-L3MN	PANTS FOR BUBBA	04/24/2024	04/24/2024	0.00	359.85
1T9J-DLMT-LTPX	Battery Backups	04/24/2024	04/24/2024	0.00	639.80
1YHR-91C9-1YVP	Nylon Braided Rope for Flag Poles	04/29/2024	04/29/2024	0.00	59.94

Vendor Number	Vendor Name	Total Vendor Amount			
01850	ANIXTER, INC	6,609.19			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211097	05/06/2024	6,609.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6011393-00	ShurLock Couplings 1"/6"/1.25"	04/30/2024	04/30/2024	0.00	710.70
6022502-00	Minor Inv #821	04/29/2024	04/29/2024	0.00	4,329.00
6029744-00	Minor Inv #1374	04/24/2024	04/24/2024	0.00	1,104.69
6036520-00	Maj Inv #942/ Minor Inv # 1972/1973	04/29/2024	04/29/2024	0.00	464.80

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Vendor Number	Vendor Name						Total Vendor Amount
05814	ARC IMAGING RESOURCES						356.61
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211098			05/06/2024		356.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
B52257	OCE COLORWAVE 500 MAINTENENACE AND COPY FEE	04/25/2024	04/25/2024	0.00	356.61		
00936	BANK OF NEW YORK						178,200.00
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211099			05/06/2024		178,200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
ROCHELLE15A-040324	Quiet Zone bond principal and interest	04/03/2024	04/03/2024	0.00	178,200.00		
04115	BEE DESIGNS						45.00
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211100			05/06/2024		45.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
101826	Uniform Allowance	04/26/2024	04/26/2024	0.00	45.00		
10817	BETTNER, DANIELLE						50.00
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211101			05/06/2024		50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
043024	Cel Phone Reimbursement	04/30/2024	04/30/2024	0.00	50.00		
INC1022	BOEHM, MARK						279.14
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211102			05/06/2024		279.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
050224	TIF Conference - M Boehm	05/02/2024	05/02/2024	0.00	279.14		
06051	BOUND TREE MEDICAL						70.44
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211103			05/06/2024		70.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
85295103	EMS supplies	03/28/2024	03/28/2024	0.00	70.44		
02827	CAPITAL ONE - WALMART						387.42
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211104			05/06/2024		387.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1655162657	TC WEEK/BLOOD SCREEN	04/24/2024	04/24/2024	0.00	387.42		
00540	CARDOTT, CHRIS						50.00
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211105			05/06/2024		50.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
043024	Cel Phone Reimbursement	04/30/2024	04/30/2024	0.00	50.00		
09112	CINTAS						587.37
Payment Type	Payment Number			Payment Date		Payment Amount	
Check	211106			05/06/2024		587.37	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
4190612282	Office And Shop Rags & Rugs	04/24/2024	04/24/2024	0.00	107.77		

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4190612341	Floor Mats/Lab Coats	04/24/2024	04/24/2024	0.00	84.84
4190612412	Floor Mats/Shop Towels	04/24/2024	04/24/2024	0.00	164.97
4190612459	Mats - RR Park	04/24/2024	04/24/2024	0.00	30.20
4191091994	MATS AND SHOP TOWELS	04/30/2024	04/30/2024	0.00	199.59

Vendor Number [INC1161](#) **Vendor Name** CIVICPLUS, LLC **Total Vendor Amount** 4,800.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211107	05/06/2024	4,800.00
Payable Number	Description	Payable Date	Due Date
294534	CivicPlus, LLC	05/01/2024	05/01/2024
		Discount Amount	Payable Amount
		0.00	4,800.00

Vendor Number [09522](#) **Vendor Name** CROSSROADS MOBILE MAINTENANCE **Total Vendor Amount** 10,902.14

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211108	05/06/2024	10,902.14
Payable Number	Description	Payable Date	Due Date
203S3286	E48 Lube Oil Filter	04/29/2024	04/29/2024
203S3287	E3 Lube Oil Filter	04/29/2024	04/29/2024
203S3288	E28 - Lube Oil Filter	04/29/2024	04/29/2024
203S3289	E8 Lube Oil Filter	04/29/2024	04/29/2024
203S3290	E14 Lube Oil Filter	04/29/2024	04/29/2024
203S3292	E4 Lube Oil Filter	04/29/2024	04/29/2024
203S3294	Kubota U35 Lube Oil Filter	04/29/2024	04/29/2024
203S3295	Inspection & Dielectric Testing For Unit R114	04/29/2024	04/29/2024
203S3296	Inspection & Dielectric Testing For Unit R118	04/29/2024	04/29/2024
203S3297	Drive Time	04/29/2024	04/29/2024
203S3298	E5 Lube Oil Filter	04/29/2024	04/29/2024
		Discount Amount	Payable Amount
		0.00	797.92
		0.00	649.76
		0.00	452.25
		0.00	570.81
		0.00	571.50
		0.00	666.13
		0.00	984.23
		0.00	1,313.47
		0.00	1,384.44
		0.00	2,802.00
		0.00	709.63

Vendor Number [04492](#) **Vendor Name** DELL MARKETING L.P. **Total Vendor Amount** 14,342.89

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211109	05/06/2024	14,342.89
Payable Number	Description	Payable Date	Due Date
10745416604	New Wims Server	04/27/2024	04/27/2024
		Discount Amount	Payable Amount
		0.00	14,342.89

Vendor Number [07065](#) **Vendor Name** DISH **Total Vendor Amount** 63.11

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211110	05/06/2024	63.11
Payable Number	Description	Payable Date	Due Date
041724	Monthly Dish Services	04/17/2024	04/17/2024
		Discount Amount	Payable Amount
		0.00	63.11

Vendor Number [09108](#) **Vendor Name** FAULKS BROS CONSTRUCTION, INC. **Total Vendor Amount** 974.47

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211111	05/06/2024	974.47
Payable Number	Description	Payable Date	Due Date
401679	sand	04/18/2024	04/18/2024
		Discount Amount	Payable Amount
		0.00	974.47

Vendor Number [00210](#) **Vendor Name** FISCHERS, INC. **Total Vendor Amount** 376.26

Payment Type	Payment Number	Payment Date	Payment Amount
Check	211112	05/06/2024	376.26
Payable Number	Description	Payable Date	Due Date
0750607-001	office supplies	03/21/2024	03/21/2024
0751065-001	City Hall Copier	04/18/2024	04/18/2024
0751084-001	Total Copy Plan	04/18/2024	04/18/2024
0751085-001	Total Copy Plan	04/18/2024	04/18/2024
0751086-001	Total Copy Plan Charge	04/18/2024	04/18/2024
		Discount Amount	Payable Amount
		0.00	29.87
		0.00	40.00
		0.00	166.39
		0.00	41.92
		0.00	98.08

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Vendor Number 10163	Vendor Name FRIDAY, MARGARET			Total Vendor Amount 50.00	
Payment Type Check	Payment Number 211113		Payment Date 05/06/2024	Payment Amount 50.00	
Payable Number 043024	Description Cel Phone Reimbursement	Payable Date 04/30/2024	Due Date 04/30/2024	Discount Amount 0.00	Payable Amount 50.00

Vendor Number 06609	Vendor Name FRONTIER			Total Vendor Amount 1,662.73	
Payment Type Check	Payment Number 211114		Payment Date 05/06/2024	Payment Amount 1,662.73	
Payable Number 041924	Description PHONE/FAX LINES	Payable Date 04/19/2024	Due Date 04/19/2024	Discount Amount 0.00	Payable Amount 1,662.73

Vendor Number 03782	Vendor Name GASVODA & ASSOCIATES, INC.			Total Vendor Amount 7,770.00	
Payment Type Check	Payment Number 211115		Payment Date 05/06/2024	Payment Amount 7,770.00	
Payable Number INV24JTG0009	Description Airport Pump	Payable Date 04/26/2024	Due Date 04/26/2024	Discount Amount 0.00	Payable Amount 7,770.00

Vendor Number 08833	Vendor Name GLOBALSTAR USA			Total Vendor Amount 102.17	
Payment Type Check	Payment Number 211116		Payment Date 05/06/2024	Payment Amount 102.17	
Payable Number 000000068834079	Description Orbit 100 Plan	Payable Date 04/16/2024	Due Date 04/16/2024	Discount Amount 0.00	Payable Amount 102.17

Vendor Number 01248	Vendor Name GRAINGER, INC.			Total Vendor Amount 256.76	
Payment Type Check	Payment Number 211117		Payment Date 05/06/2024	Payment Amount 256.76	
Payable Number 9092804336	Description Conduit/Hubs/Elbow	Payable Date 04/19/2024	Due Date 04/19/2024	Discount Amount 0.00	Payable Amount 256.76

Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC			Total Vendor Amount 4,800.00	
Payment Type Check	Payment Number 211118		Payment Date 05/06/2024	Payment Amount 4,800.00	
Payable Number 042924	Description Trimmed/Removed Trees Week of April 22nd	Payable Date 04/29/2024	Due Date 04/29/2024	Discount Amount 0.00	Payable Amount 4,800.00

Vendor Number 10407	Vendor Name HAAN, WILLIAM			Total Vendor Amount 125.00	
Payment Type Check	Payment Number 211119		Payment Date 05/06/2024	Payment Amount 125.00	
Payable Number 042424	Description Training Reimbursement	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 125.00

Vendor Number 10256	Vendor Name HAWKINS, INC.			Total Vendor Amount 1,451.00	
Payment Type Check	Payment Number 211120		Payment Date 05/06/2024	Payment Amount 1,451.00	
Payable Number 6740872	Description Azone 15 1lb Mini Bulk	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 1,451.00

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Vendor Number 10698	Vendor Name HELM SERVICE			Total Vendor Amount 1,396.42	
Payment Type Check	Payment Number 211121			Payment Date 05/06/2024	Payment Amount 1,396.42
Payable Number FRE149534	Description HVAC Service	Payable Date 04/21/2024	Due Date 04/21/2024	Discount Amount 0.00	Payable Amount 1,396.42

Vendor Number INC1268	Vendor Name HERNANDEZ, AUTUMN			Total Vendor Amount 145.93	
Payment Type Check	Payment Number 211122			Payment Date 05/06/2024	Payment Amount 145.93
Payable Number 042924	Description Employee appreciation	Payable Date 04/29/2024	Due Date 04/29/2024	Discount Amount 0.00	Payable Amount 95.93
Payable Number 043024	Description Cel Phone Reimbursement	Payable Date 04/30/2024	Due Date 04/30/2024	Discount Amount 0.00	Payable Amount 50.00

Vendor Number 06754	Vendor Name HINCKLEY SPRINGS			Total Vendor Amount 314.28	
Payment Type Check	Payment Number 211123			Payment Date 05/06/2024	Payment Amount 314.28
Payable Number 10905047 041824	Description Water Cooler	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 169.88
Payable Number 18137527 042124	Description Water cooler	Payable Date 04/21/2024	Due Date 04/21/2024	Discount Amount 0.00	Payable Amount 144.40

Vendor Number 08989	Vendor Name HUDETZ, MICHAEL			Total Vendor Amount 340.60	
Payment Type Check	Payment Number 211124			Payment Date 05/06/2024	Payment Amount 340.60
Payable Number 041824	Description Reimbursement - Pavement Patch Material	Payable Date 04/18/2024	Due Date 04/18/2024	Discount Amount 0.00	Payable Amount 340.60

Vendor Number 10769	Vendor Name IDEXX DISTRIBUTION, INC			Total Vendor Amount 1,975.93	
Payment Type Check	Payment Number 211125			Payment Date 05/06/2024	Payment Amount 1,975.93
Payable Number 3150598901	Description Comparator/Gamma Irad	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 1,975.93

Vendor Number 03998	Vendor Name IL DEPT OF AGRICULTURE			Total Vendor Amount 120.00	
Payment Type Check	Payment Number 211126			Payment Date 05/06/2024	Payment Amount 120.00
Payable Number 042424	Description Commercial 3 Yr Applicator License For John M Beck	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 120.00

Vendor Number 06089	Vendor Name IP COMMUNICATIONS, INC.			Total Vendor Amount 435.00	
Payment Type Check	Payment Number 211127			Payment Date 05/06/2024	Payment Amount 435.00
Payable Number 19518	Description VOIP Consulting Services	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 310.00
Payable Number 19530	Description VOIP Consulting Services	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 125.00

Vendor Number 04257	Vendor Name ISC, INC			Total Vendor Amount 22,000.00	
Payment Type Check	Payment Number 211128			Payment Date 05/06/2024	Payment Amount 22,000.00
Payable Number INVP0000001256	Description Control Room Services May 2024	Payable Date 04/30/2024	Due Date 04/30/2024	Discount Amount 0.00	Payable Amount 22,000.00

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Vendor Number	Vendor Name		Total Vendor Amount
00342	LAWSON PRODUCTS, INC.		927.95
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211129	05/06/2024	927.95
Payable Number	Description	Payable Date	Due Date
9311484559	BALL VALVES FOR #7 ENGINE	04/24/2024	04/24/2024
9311499808	SHOP SUPPLIES PIPE FITTINGS	04/30/2024	04/30/2024
		Discount Amount	Payable Amount
		0.00	579.89
		0.00	348.06
Vendor Number	Vendor Name		Total Vendor Amount
00660	MCMASTER-CARR SUPPLY CO		275.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211130	05/06/2024	275.00
Payable Number	Description	Payable Date	Due Date
26080638	1/4" BALL VALVES FOR #7 ENGINE	04/25/2024	04/25/2024
26121628	1/4" BALL VALVES FOR #7 ENGINE	04/26/2024	04/26/2024
		Discount Amount	Payable Amount
		0.00	213.92
		0.00	61.08
Vendor Number	Vendor Name		Total Vendor Amount
09077	MULHOLLAND, JAY		150.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211131	05/06/2024	150.00
Payable Number	Description	Payable Date	Due Date
043024	Cel Phone Reimbursement	04/30/2024	04/30/2024
043024-2	Construction Safety Class Travel	04/30/2024	04/30/2024
		Discount Amount	Payable Amount
		0.00	50.00
		0.00	100.00
Vendor Number	Vendor Name		Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE		58.77
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211132	05/06/2024	58.77
Payable Number	Description	Payable Date	Due Date
075780	Taillight/BlueDef Platinum	04/30/2024	04/30/2024
		Discount Amount	Payable Amount
		0.00	58.77
Vendor Number	Vendor Name		Total Vendor Amount
INC1186	NICHOLSON1 COMMUNICATIONS		1,000.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211133	05/06/2024	1,000.00
Payable Number	Description	Payable Date	Due Date
26869	Fire Radio Maintenance Call	04/13/2024	04/13/2024
		Discount Amount	Payable Amount
		0.00	1,000.00
Vendor Number	Vendor Name		Total Vendor Amount
INC1010	PACE ANALYTICAL SERVICES, LLC		1,521.00
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211134	05/06/2024	1,521.00
Payable Number	Description	Payable Date	Due Date
19589472	Ion Chromotography- wastewater Testing	03/31/2024	03/31/2024
19589473	Fluoride by Probe	03/31/2024	03/31/2024
19589474	Water Testing Supplies	03/31/2024	03/31/2024
		Discount Amount	Payable Amount
		0.00	478.30
		0.00	125.00
		0.00	917.70
Vendor Number	Vendor Name		Total Vendor Amount
05102	PETTY CASH - ELEC. OPERATIONS		187.63
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211135	05/06/2024	187.63
Payable Number	Description	Payable Date	Due Date
041824	Petty Cash Refill	04/18/2024	04/18/2024
		Discount Amount	Payable Amount
		0.00	187.63
Vendor Number	Vendor Name		Total Vendor Amount
09882	PHILLIPS, VERONICA		3,250.10
Payment Type	Payment Number	Payment Date	Payment Amount
Check	211136	05/06/2024	3,250.10
Payable Number	Description	Payable Date	Due Date
1109	Janitorial Service	04/26/2024	04/26/2024
		Discount Amount	Payable Amount
		0.00	3,250.10

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Vendor Number	Vendor Name					Total Vendor Amount
01603	PITNEY BOWES					908.25
Payment Type	Payment Number					Payment Date Payment Amount
Check	211137					05/06/2024 908.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
042524	Postage	04/25/2024	04/25/2024	0.00	908.25	
Vendor Number	Vendor Name					Total Vendor Amount
10562	PRIME FOCUS LLC					5,000.00
Payment Type	Payment Number					Payment Date Payment Amount
Check	211138					05/06/2024 5,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1-042524	Grant Preparation Freight Rail	04/25/2024	04/25/2024	0.00	5,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
10207	ROCHELLE ACE HARDWARE					1,933.03
Payment Type	Payment Number					Payment Date Payment Amount
Check	211139					05/06/2024 1,884.46
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
043024-CEMETERY	Toilet Paper & Tools For Cemetery	04/30/2024	04/30/2024	0.00	64.76	
043024-ELECTRIC DIST	Op Supplies/Grounds Maint/Tools/Bldg Sup/Equip Sup	04/30/2024	04/30/2024	0.00	191.05	
043024-ELECTRIC GEN	SHOP SUPPLIES	04/30/2024	04/30/2024	0.00	216.28	
043024-FIRE2	Building supplies	04/30/2024	04/30/2024	0.00	11.49	
043024-GOLF	misc. supplies	04/30/2024	04/30/2024	0.00	225.13	
043024-STREETS	Office, Bldg, Equip. Vehicle, & Other Supplies	04/30/2024	04/30/2024	0.00	378.59	
043024-WWR	Bldg Supplies/Misc Tools/Operating Supplies	04/30/2024	04/30/2024	0.00	797.16	
Check	211141					05/06/2024 48.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
043024-FIRE	Building supplies	04/30/2024	04/30/2024	0.00	48.57	
Vendor Number	Vendor Name					Total Vendor Amount
04469	ROCHELLE FIRE PENSION FUND					16,197.22
Payment Type	Payment Number					Payment Date Payment Amount
Check	211142					05/06/2024 16,197.22
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
050124	50% Video Gaming Tax	05/01/2024	05/01/2024	0.00	16,197.22	
Vendor Number	Vendor Name					Total Vendor Amount
02241	ROCHELLE JANITORIAL SUPPLY					142.65
Payment Type	Payment Number					Payment Date Payment Amount
Check	211143					05/06/2024 142.65
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
042424-7	Toilet paper, Soap	04/24/2024	04/24/2024	0.00	142.65	
Vendor Number	Vendor Name					Total Vendor Amount
00596	ROCHELLE MUNICIPAL UTILITIES					71,508.16
Payment Type	Payment Number					Payment Date Payment Amount
Check	211144					05/06/2024 71,508.16
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
042924	Utilities	04/29/2024	04/29/2024	0.00	71,508.16	
Vendor Number	Vendor Name					Total Vendor Amount
04470	ROCHELLE POLICE PENSION FUND					16,197.22
Payment Type	Payment Number					Payment Date Payment Amount
Check	211146					05/06/2024 16,197.22
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
050124	50% Video Gaming Tax	05/01/2024	05/01/2024	0.00	16,197.22	

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Vendor Number INC1565	Vendor Name ROCK VALLEY CONCRETE CUTTING LLC					Total Vendor Amount 1,233.00
Payment Type Check	Payment Number 211147		Payment Date 05/06/2024	Payment Amount 1,233.00		
Payable Number 06245	Description Concrete Cutting/ 4x4 pieces	Payable Date 04/24/2024	Due Date 04/24/2024	Discount Amount 0.00	Payable Amount 1,233.00	

Vendor Number 10798	Vendor Name ROGERS, JESSICA					Total Vendor Amount 371.32
Payment Type Check	Payment Number 211148		Payment Date 05/06/2024	Payment Amount 371.32		
Payable Number 043024	Description Cel Phone Reimbursement	Payable Date 04/30/2024	Due Date 04/30/2024	Discount Amount 0.00	Payable Amount 50.00	
050224	TIF Conference - J Rogers	05/02/2024	05/02/2024	0.00	321.32	

Vendor Number 11047	Vendor Name ROSS ELECTRIC, INC.					Total Vendor Amount 11,285.62
Payment Type Check	Payment Number 211149		Payment Date 05/06/2024	Payment Amount 11,285.62		
Payable Number 28935	Description 333 electric work invoice balance	Payable Date 01/25/2024	Due Date 01/25/2024	Discount Amount 0.00	Payable Amount 1,325.00	
28986	PD electric panel replacement.	03/15/2024	03/15/2024	0.00	1,618.70	
29033	PD generator replacement electric change order.	04/24/2024	04/24/2024	0.00	8,341.92	

Vendor Number INC1418	Vendor Name RUNNINGS SUPPLY INC					Total Vendor Amount 264.20
Payment Type Check	Payment Number 211150		Payment Date 05/06/2024	Payment Amount 264.20		
Payable Number 1065284	Description Tube Mount Jack	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount 59.99	
1065833	Small Engine Supplies	04/25/2024	04/25/2024	0.00	55.73	
1065988	BALL VALVES FOR #7 ENGINE	04/26/2024	04/26/2024	0.00	124.54	
1066053	LATEX GLOVES	04/26/2024	04/26/2024	0.00	23.94	

Vendor Number INC1401	Vendor Name SCHMIDT CERTIFIED CRANE SERVICES					Total Vendor Amount 908.00
Payment Type Check	Payment Number 211151		Payment Date 05/06/2024	Payment Amount 908.00		
Payable Number 24014	Description Inspection & Repair Shop Overhead Crane	Payable Date 04/26/2024	Due Date 04/26/2024	Discount Amount 0.00	Payable Amount 908.00	

Vendor Number INC1566	Vendor Name SEPS					Total Vendor Amount 2,045.25
Payment Type Check	Payment Number 211152		Payment Date 05/06/2024	Payment Amount 2,045.25		
Payable Number 277632	Description PD dispatch UPS battery shutdown and maintenance.	Payable Date 04/25/2024	Due Date 04/25/2024	Discount Amount 0.00	Payable Amount 2,045.25	

Vendor Number INC1053	Vendor Name STANDARD & ASSOCIATES, INC.					Total Vendor Amount 1,800.00
Payment Type Check	Payment Number 211153		Payment Date 05/06/2024	Payment Amount 1,800.00		
Payable Number SA000057797	Description New Officer Testing	Payable Date 04/30/2024	Due Date 04/30/2024	Discount Amount 0.00	Payable Amount 1,800.00	

Vendor Number 09833	Vendor Name STAPLES BUSINESS CREDIT					Total Vendor Amount 692.88
Payment Type Check	Payment Number 211154		Payment Date 05/06/2024	Payment Amount 692.88		
Payable Number 6001558335	Description Office Supply	Payable Date 04/25/2024	Due Date 04/25/2024	Discount Amount 0.00	Payable Amount 74.89	
6001558337	Building Supplies	04/25/2024	04/25/2024	0.00	197.91	

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6001558339	Building Supplies	04/25/2024	04/25/2024	0.00	36.74
6001558340	Trash Bags	04/25/2024	04/25/2024	0.00	45.50
6001558341	Office Supply Credit	04/25/2024	04/25/2024	0.00	-1.27
6001558342	Office Supply	04/25/2024	04/25/2024	0.00	119.39
6001558344	Office supplies	04/25/2024	04/25/2024	0.00	150.21
6001558346	Copier Paper	04/25/2024	04/25/2024	0.00	73.10
6001558349	Office supply return	04/25/2024	04/25/2024	0.00	-2.10
6001558353	Office supply return	04/25/2024	04/25/2024	0.00	-1.49

Vendor Number	Vendor Name				Total Vendor Amount
03428	TESKA ASSOCIATES, INC.				4,270.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211155	05/06/2024	4,270.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
14220	Rte. 38 TIF & BD Research & Draft Document	04/26/2024	04/26/2024	0.00	4,270.00

Vendor Number	Vendor Name				Total Vendor Amount
04062	TESREAU, SAMUEL				50.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211156	05/06/2024	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
043024	Cel Phone Reimbursement	04/30/2024	04/30/2024	0.00	50.00

Vendor Number	Vendor Name				Total Vendor Amount
INC1567	THE CTK GROUP				500.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211157	05/06/2024	500.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3392	Officer Training.	04/30/2024	04/30/2024	0.00	500.00

Vendor Number	Vendor Name				Total Vendor Amount
08076	TOLIVER, BLAKE				50.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211158	05/06/2024	50.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
043024	Cel Phone Reimbursement	04/30/2024	04/30/2024	0.00	50.00

Vendor Number	Vendor Name				Total Vendor Amount
INC1368	TRUCK COUNTRY OF ILLINOIS, INC				603.91
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211159	05/06/2024	603.91		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
X901138268 01	Brake Repair Kit	04/24/2024	04/24/2024	0.00	603.91

Vendor Number	Vendor Name				Total Vendor Amount
04522	TURNER, DEBBIE				1,570.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211160	05/06/2024	1,570.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2746	JANITORIAL SERVICES	04/28/2024	04/28/2024	0.00	1,570.00

Vendor Number	Vendor Name				Total Vendor Amount
06560	US BANK				28,237.50
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	211161	05/06/2024	28,237.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2556590	TIF bond principal and interest	04/11/2024	04/11/2024	0.00	28,237.50

Payment Register

Vendor Number INC1550	Vendor Name US FLEET TRACKING			Total Vendor Amount 29.95	
Payment Type Check	Payment Number 211162			Payment Date 05/06/2024	Payment Amount 29.95
Payable Number 469637	Description GPS Tracking Monthly	Payable Date 05/01/2024	Due Date 05/01/2024	Discount Amount 0.00	Payable Amount 29.95

Vendor Number 01104	Vendor Name VERIZON WIRELESS			Total Vendor Amount 79.04	
Payment Type Check	Payment Number 211163			Payment Date 05/06/2024	Payment Amount 79.04
Payable Number 9962136736	Description phone	Payable Date 04/20/2024	Due Date 04/20/2024	Discount Amount 0.00	Payable Amount 79.04

Vendor Number INC1355	Vendor Name WATER SOLUTIONS UNLIMITED, INC			Total Vendor Amount 1,496.00	
Payment Type Check	Payment Number 211164			Payment Date 05/06/2024	Payment Amount 1,496.00
Payable Number 123516	Description Sodium Bisulfite	Payable Date 04/26/2024	Due Date 04/26/2024	Discount Amount 0.00	Payable Amount 1,496.00

Vendor Number 06232	Vendor Name WELCH BROS., INC			Total Vendor Amount 2,351.88	
Payment Type Check	Payment Number 211165			Payment Date 05/06/2024	Payment Amount 2,351.88
Payable Number 3270233	Description Storm sewer and manhole materials for Caron Ct.	Payable Date 04/25/2024	Due Date 04/25/2024	Discount Amount 0.00	Payable Amount 2,351.88

Vendor Number 10553	Vendor Name WEX BANK			Total Vendor Amount 13,990.83	
Payment Type Check	Payment Number 211166			Payment Date 05/06/2024	Payment Amount 13,990.83
Payable Number APRIL24-ADMIN	Description Rebate	Payable Date 04/23/2024	Due Date 04/23/2024	Discount Amount 0.00	Payable Amount -118.80
APRIL24-COMM DEV	Gas for Comm. Dev. Trucks	04/23/2024	04/23/2024	0.00	51.50
APRIL24-ELECTRIC DIST	Vehicle Fuel	04/23/2024	04/23/2024	0.00	3,217.91
APRIL24-ELECTRIC GEN	FUEL FOR D1 TRUCK	04/23/2024	04/23/2024	0.00	112.04
APRIL24-ENGINEERING	Fuel Engineering vehicles	04/23/2024	04/23/2024	0.00	169.44
APRIL24-FIRE	Fuel	04/23/2024	04/23/2024	0.00	1,539.34
APRIL24-POLICE	Squad Fuel	04/23/2024	04/23/2024	0.00	6,824.75
APRIL24-STREETS	Fuel For Cemetery Operations	04/23/2024	04/23/2024	0.00	150.98
APRIL24-WATER	Vehicle Fuel- Water	04/23/2024	04/23/2024	0.00	691.32
APRIL24-WR	Vehicle Fuel- Water Rec	04/23/2024	04/23/2024	0.00	1,352.35

Vendor Number 00828	Vendor Name WILLETT, HOFMANN & ASSOC., INC			Total Vendor Amount 3,892.20	
Payment Type Check	Payment Number 211167			Payment Date 05/06/2024	Payment Amount 3,892.20
Payable Number 35922	Description Lighting for Flag /20th St-Engineering	Payable Date 04/25/2024	Due Date 04/25/2024	Discount Amount 0.00	Payable Amount 3,892.20

Vendor Number INC1194	Vendor Name ZICK, BRITTNEY			Total Vendor Amount 55.07	
Payment Type Check	Payment Number 211168			Payment Date 05/06/2024	Payment Amount 55.07
Payable Number 042524	Description 2024 HR Travel to Conference	Payable Date 04/25/2024	Due Date 04/25/2024	Discount Amount 0.00	Payable Amount 55.07

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	120	65	0.00	359,968.70
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	21	9	0.00	104,891.82
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Packet Totals:		141	76	0.00	464,860.52

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-464,860.52
Packet Totals:		-464,860.52

Special Event Council Request

Event Type: Check all that apply

Community Event

Fireworks

Parade

Festival

Fundraiser

Other:

Event Name:

VFW BLOCK PARTY

Event Date & Time

July 3, 2024 2-9pm

Location/Route:

318 4th Ave

Contact Name & Organization:

Robin Gounaris Floyd J Tilton Post 3878

Contact Phone:

847-322-0366

Contact E-Mail:

vfwpost3878@gmail.com

Alcoholic Beverages

To serve alcoholic beverages at an event, a one-day license must be obtained from the City of Rochelle AND the State of Illinois.

[Special Event Liquor Checklist](#)

Will alcoholic beverages be served or sold at the event? *

Served/Sold

Neither

Name of business/organization providing alcohol:

Floyd J Tilton Post 3878

How will area where alcohol is served be contained and what security and ID measures will be taken?

Area where alcohol will be consumed will be fenced in and bracelets available to people over the age of 21 No outside bar..Just want to allow guests to take their drink outside to watch entertainment

If serving alcohol off premises of an establishment, complete required special event application for liquor sales and submit fee separately.

Water & Electricity

Electricity is available for Downtown Events at the Gazebo or Page Park. Please indicate if you intend to use:

- Page Park
- Gazebo
- Electricity not required/Utilizing different location

A water connection is available at the Downtown Gazebo. Would you like water available for the event?

- Yes
- No

Street & Parking Lot Closures

Are parking lot closures requested?

- Yes
- No

Downtown Parking Lots

Downtown Parking Lot Options



Available Parking Lots

Coordinate System: NAD 1983 State plane Illinois
 West FIPS 1202 (US Feet)
 Projection: Transverse Mercator
 Source: City of Rochelle & Rochelle Municipal
 Utilities
 Basemap: Ogle County 2020 Aerial
 Created By: CSH 04252023

If so, which parking lots?

- Spirited Square - Lot 1
- Spirited Square - Lot 2
- Spirited Square - Lot 3
- Spirited Square - Lot 4
- Downtown Lot - Cherry & Main Street (gravel lot)
- Downtown Lot - Lincoln Highway & Cherry Avenue (RMU)
- Downtown Lot - 4th Avenue & North Sixth Street - Lot 1
- Downtown Lot - 4th Avenue & North Sixth Street - Lot 2
- Downtown Lot - 4th Avenue & Museum Alley
- Downtown Lot - 300 Block of North 6th Street
- Downtown Lot - 5th Avenue & 6th Street


Is a street closure requested?

- Yes
- No

What intersections and/or streets are requested to be closed?

Main street and 4th ave

Please upload a site drawing. Include barricade and street closure locations. *

 block layout - VF...

Event Coordinators must agree to the following:

Please agree to the following: *



- Agree to display Human Trafficking Victim Information Sheet as required by State law



- Event coordinators are responsible for cleanup and trash disposal after events. I agree that a cleaning fee of \$500 may be assessed if extensive cleanup is required.

Insurance

****REQUIRED**** Please upload Certificate of Insurance. Events on City property (including streets, parking lots, etc.) require a Certificate of Insurance for approval. Copy of Proof of Insurance naming the "City of Rochelle" as an additional insured including name and date of the event in the amount of \$1,000,000.00 in general liability, and if alcoholic liquor will be served/sold, liquor liability in the amount of \$1,000,000.00.

*

For Carnivals Only: Upload a Certificate of insurance showing proof of worker's comp and one with general liability

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Google Forms

File Attachments for Item:

2. An Ordinance Approving Variance for Lot Coverage at 903 4th Avenue, Parcel 24-24-313-011

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING**

SUBJECT: Ordinance Approving Variance for Lot Coverage at 903 4th Avenue, Parcel 24-24-313-011

Staff Contact: Michelle Pease, Community Development Director, Michelle Knight, Community Development Specialist & Geoff Starr, Building Official

Summary: The petitioner, Felipe Monroy, is seeking a variance of lot coverage for a proposed garage and potential driveway reconfiguration for the property located at 903 4th Avenue. The property is zoned R3, single family high density residential. Currently, the property is covered approximately 43%. The petitioner is requesting to cover approximately 50%, which is an additional 7% lot coverage with the proposed garage and potential driveway reconfiguration, putting the lot over the allowed lot coverage by 17%.

The requested variance of lot coverage for a garage is for personal use on his property which is approximately 124' x 66'. There is an existing detached small one car garage which is not positioned properly on the property to add onto. The small corner lot inhibits the petitioner from additional garage space without a variance of lot coverage.

Sec. 110-111 (1) d. On a single-family lot no more than forty (40%) percent of the rear yard, and thirty-three (33%) percent of the combined front and side yards, may be occupied by accessory buildings or uses. Accessory buildings or uses located in the rear yard do not count toward the maximum lot coverage of thirty-three (33%) percent of the lot.

Sec. 110-55 (e). Percentage of required yard occupied. Detached accessory buildings or structures shall not occupy more than 40 percent of the area of a required rear yard or more than 33 percent of all other combined yards. This requirement is in addition to any maximum lot coverage or maximum impervious area coverage requirements that may apply, and under no circumstances shall this requirement lower the minimum established yard setback requirements.

Sec. 110-29 (f). Standards for a granting a variance. The planning and zoning commission shall not recommend, and the city council shall not grant, a variance from the regulations of the zoning ordinance unless it makes findings based on evidence presented to it in each specific case that: (1) The variance is in harmony with the general purpose and intent of the zoning ordinance; (2) The plight of the owner is due to unique circumstances (65 ILCS 5/11-13-4) and thus strict enforcement of the zoning ordinance would result in practical difficulties, or impose exceptional hardships, due to the special and unusual conditions that are not generally found on other properties in the same zoning district; (3) The property cannot yield a reasonable return if permitted only under the conditions allowed by the zoning ordinance; and (4) The variance, if granted, will not alter the essential character of the locality, and will not be a substantial detriment to adjacent property.

Sec. 110-29 (g). Burden of proof. In each case of a requested variance, the applicant must satisfy the proof that the proposed variance meets the standards of subsection (f) of this section, even if there is no testimony or other evidence opposing or rebutting the requested variance.

On Monday, May 6, 2024, the Planning and Zoning Commission voted 5-0 to approve the variance of code for 903 4th Avenue, Parcel 24-24-313-01.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Community Engagement and Inclusivity.



THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

AN ORDINANCE APPROVING A VARIANCE FOR LOT COVERAGE AT 903 4th
AVENUE, PARCEL 24-24-313-011

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. ____

**AN ORDINANCE APPROVING A VARIANCE FOR LOT COVERAGE AT 903 4th
AVENUE, PARCEL 24-24-313-011**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, Felipe Monroy, (“Petitioner”) is seeking a variance for lot coverage for a proposed garage and potential driveway reconfiguration for the property located at 903 4th Avenue, “Subject Property,” (the legal description of which is attached herein as Exhibit A); and

WHEREAS, The property is zoned R3, single family high density residential. Currently, the property is covered approximately 43%. The Petitioner is requesting to cover approximately 50%, which is an additional 7% lot coverage with the proposed garage and potential driveway reconfiguration, putting the lot over the allowed lot coverage by 17%; and

WHEREAS, the requested variance of lot coverage is to add onto an existing small one car garage which is not properly positioned on the lot. The garage is currently approximately 124’ x 66’ and will only be used for personal use. The small corner lot inhibits the petitioner from additional garage space without a variance of lot coverage; and

WHEREAS, pursuant to the public notice published in a newspaper of general circulation within the City as required by Sec. 110-32 of the Code of the City of Rochelle, the Planning and Zoning Commission held a public hearing on the Petition for Variances on Monday, May 6, 2024; and

WHEREAS, after holding the public hearing and reviewing the Petitioner’s request, the Planning and Zoning Commission, determined that the Petitioner has met the standards for the

variances as specified under Sec 110-29(f) of the Code of Rochelle and voted 5-0 to recommend approval of the variances; and

NOW THEREFORE BE IT ORDAINED by the Mayor and City Council of the City of Rochelle, Ogle County, Illinois, as follows:

SECTION ONE: The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Ordinance as if fully set forth in this Section One.

SECTION TWO: The City hereby grants a Variance to allow for 50% total lot coverage for the property located at 903 4th Avenue, Rochelle, Illinois.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 13th day of May, 2024.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13th day of May, 2024.

CITY MAYOR

ATTEST:

CITY CLERK

EXHIBIT A – LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 40, NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 66 FEET WEST OF THE SOUTHWEST CORNER OF BLOCK 2 IN ROSS ADDITION, TO THE CITY OF ROCHELLE (BEING ON THE WEST LINE OF GRANT STREET), THENCE NORTH 66 FEET; THENCE WEST 123 FEET 9 INCHES; THENCE SOUTH 66 FEET AND THENCE EAST 123 FEET 9 INCHES TO THE POINT OF BEGINNING, BEING PART OF A TRACT DESCRIBED AS LOT 7 ON THE ASSESSOR’S PLAT OF SAID SOUTHWEST ¼, RECORDED IN BOOK “A” OF PLATS PAGE 256 IN OGLE COUNTY, ILLINOIS SITUATED IN THE COUNTY OF OGLE, STATE OF ILLINOIS.

PIN: 24-24-313-011

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE APPROVING A VARIANCE FOR LOT COVERAGE AT 903 4th AVENUE, PARCEL 24-24-313-011” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May, 2024.

CITY CLERK

File Attachments for Item:

3. A Resolution Authorizing a Loan Agreement with the Illinois Environmental Protection Agency for the Construction of an Iron Removal Plant at Well 8

**ROCHELLE CITY COUNCIL
REGULAR MEETING 5/13/18
AGENDA ITEM NO. 2**

SUBJECT: Approval for an authorizing ordinance to borrow funds from the Illinois EPA low interest loan program.

Staff Contact: Adam Lanning

Summary: Fehr Graham has completed the design to construct an iron filter plant for well 8. In order to proceed with funding the project as planned, it is necessary to adopt an ordinance authorizing a loan agreement between the City of Rochelle and the Illinois EPA. This ordinance will authorize the City of Rochelle to borrow funds from the Illinois EPA in the aggregate principal amount of \$10,000,000.00 to provide funds to pay the costs of the project.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Illinois EPA Loan		\$10,000,000

Recommendation: Adopt an ordinance to authorize the City of Rochelle to borrow funds from the Illinois EPA in the amount not to exceed \$10,000,000.

Supporting Documents:

- Document Link 1
- Document Link 2
- Document Link 3

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE CONSTRUCTION OF AN IRON REMOVAL PLANT AT WELL 8

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE CONSTRUCTION OF AN IRON REMOVAL PLANT AT WELL 8

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City provides utility services including electric, water, sewer, wastewater treatment, and advanced communications to the greater Rochelle Community through the Utility Department, which is commonly referred to as Rochelle Municipal Utilities (RMU); and

WHEREAS, the Illinois Environmental Protection Agency (“IEPA”) has a Public Water Supply Loan Program as part of the State Revolving Fund (“SRF”) that provides low interest and partially forgivable loans for water treatment plant improvements; and

WHEREAS, construction for an iron removal plant at Well 8 was bid out a cost of \$6,700,000 and

WHEREAS, a three percent (3%) contingency of that expense is \$201,000; and

WHEREAS, engineering costs for the project are \$519,500; and

WHEREAS, therefore the total estimated cost of the construction of an iron removal plant at Well 8 is \$7,420,500; and

WHEREAS, in order to obtain a low interest loan with partial forgiveness for the construction of an iron removal plant at Well 8, the City needs to enter into a loan agreement with the Illinois Environmental Protection Agency; and

WHEREAS, the IEPA is offering a loan for twenty (20) years at an interest rate of 1.36%;

and

WHEREAS, the City is seeking approval to enter into an IEPA loan agreement for \$7,420,500; \$3,356,625 to be forgiven, \$2,356,600 from an EDA grant; and \$589,000 to be paid by the City for the EDA Grant Match. With the loan agreement a total of \$1,707,275 will be repaid by the City; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to approve a loan agreement with the Illinois Environmental Protection Agency for the construction of an iron removal plant at Well 8.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorize the City Manager and/or his designee to execute a loan agreement with the Illinois Environmental Protection Agency in an amount not to exceed \$7,420,500, for the construction of an iron removal plant at Well 8, subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 13th day of May 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR THE CONSTRUCTION OF AN IRON REMOVAL PLANT AT WELL 8” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

File Attachments for Item:

4. An Ordinance Authorizing the Notice of Intent to Award Construction Contract for an Iron Removal Plant at Well 8 to Larson & Larson Builders, Inc.

**ROCHELLE CITY COUNCIL
REGULAR MEETING 5/13/24
AGENDA ITEM NO. 2**

SUBJECT: Approve an Ordinance for the Well 8 Iron Filter Plant notice of intent to award.

Staff Contact: Adam Lanning

Summary: The city held a bid opening on May 6th, 2024 for the well 8 iron filter plant and received 3 proposals. Each bid was opened and read aloud with base bids ranging from \$6,700,000 to \$7,045,000. The engineering cost estimate was \$7,130,863 with the base bid 6% under that estimate from the low bidder Larson and Larson Construction. This project will be financed through the IEPA State Revolving Fund program and currently includes a cap of \$3.4 million in principal forgiveness and a 20 year term at 1.36%. In addition, the City received an EDA grant in the amount of \$2.3 million. The first step in project approval is to sign a notice of intent to award the project contingent on the IEPA issuing the loan agreement.

Timeline for project:
Bids Advertisement - Complete
Pre-bid meeting - Complete
Bid Opening - Complete
Bid Award – May 13th 2024
Loan Agreement Obtained - June 30th 2024
Preconstruction Meeting - July 2024
Construction Start - August 2024
Final – December, 2025

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A		N/A

Recommendation: Approve an ordinance authorizing the City Manager to sign a notice of intent to award to Larson and Larson contingent upon IEPA loan approval.

Supporting Documents:

- Document Link 1
- Document Link 2
- Document Link 3

May 6, 2024

Mr. Adam Lanning, Superintendent of Water & Water Reclamation
Rochelle Municipal Utilities
333 Lincoln Highway
P. O. Box 456
Rochelle, IL 61068

Re: Letter of Recommendation: Well No. 8 Water Treatment Facility – RE-BID

Dear Mr. Lanning,

In compliance with the Advertisement For Bids for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 1:00 p.m. today. Seventeen companies held bid packages, seven were identified as prime bidders, and three bids were received for the opening at City Hall.

Our office has completed a review of the bids submitted and the low bid (EDA Eligible Scope and Non-EDA Eligible Scope) was submitted by **Larson & Larson Builders, Inc., 5612 Industrial Ave., Loves Park, IL 61111** with the necessary forms included in their submittal. A summary of the bid results is as follows:


	ENGINEER'S ESTIMATE	Larson & Larson Builders, Inc.	Sjostrom & Sons, Inc.	Stenstrom Construction Group
EDA Eligible Scope, Sub-Total (As Calculated)	\$3,097,863.00	\$2,945,000.00	\$2,822,380.00	\$2,993,000.00
Non EDA Eligible, Sub-Total (As Calculated)	\$4,033,000.00	\$3,755,000.00	\$3,944,093.00	\$4,052,000.00
TOTAL	\$7,130,863.00	\$6,700,000.00	\$6,766,473.00	\$7,045,000.00

The low total bid submitted by Larson & Larson Builders, Inc. of \$6,700,000.00 is approximately 6% lower than the Engineer’s Estimate. A bid tabulation is enclosed for your review.

Fehr Graham recommends the total bid amount for the **Well No. 8 Water Treatment Facility – RE-BID** project be awarded to **Larson & Larson Builders, Inc. in the amount of \$6,700,000.00.**

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this Base Bid work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,



Jason T. Stoll, PE
Principal

JTS:bm

Enclosure

O:\Rochelle Municipal Utilities\22-263 - Well 8 Treatment Facility\PA Final\22-263 RMU 2024-03-15 Well 8 TF Ltr of Rec RE-BID A. Lanning.docx

Bid Tabulation
WELL NO. 8 WATER TREATMENT FACILITY - RE-BID PROJECT, CITY OF ROCHELLE, ROCHELLE, IL
 Project No. 22-263

CONTRACTOR AND ADDRESS:				ENGINEER'S ESTIMATE		Larson & Larson Builders, Inc. 5612 Industrial Ave. Loves Park, IL 61111		Sjostrom & Sons, Inc. 1129 Harrison Avenue Rockford, IL 61104		Stenstrom Construction, Inc. dba Stenstrom Construction Group 2420 20th St., Rockford, IL 61104		
No.	Code	Description	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1		Water Treatment Building (Shell Only, A & S sheets)	1	LS	\$2,047,863.00	\$ 2,047,863.00	\$1,395,000.00	\$ 1,395,000.00	\$1,190,751.00	\$ 1,190,751.00	\$1,473,000.00	\$ 1,473,000.00
2		Horizontal Pressure Filter Equipment (Install & Equipment)	1	LS	\$1,050,000.00	\$ 1,050,000.00	\$1,550,000.00	\$ 1,550,000.00	\$1,631,629.00	\$ 1,631,629.00	\$1,520,000.00	\$ 1,520,000.00
EDA Eligible Scope, Sub-Total					\$3,097,863.00		\$2,945,000.00		\$2,822,380.00		\$2,993,000.00	
3		Site Civil Improvements (G and C Sheets)	1	LS	\$750,000.00	\$ 750,000.00	\$858,000.00	\$ 858,000.00	\$1,116,498.00	\$ 1,116,498.00	\$915,000.00	\$ 915,000.00
4		Process Piping & Chemical Treatment Equipment (W Sheets)	1	LS	\$1,118,000.00	\$ 1,118,000.00	\$838,000.00	\$ 838,000.00	\$885,033.00	\$ 885,033.00	\$865,000.00	\$ 865,000.00
5		Mechanical & HVAC Equipment (M Sheets)	1	LS	\$173,000.00	\$ 173,000.00	\$143,000.00	\$ 143,000.00	\$150,699.00	\$ 150,699.00	\$147,000.00	\$ 147,000.00
6		Electrical Equipment (E Sheets)	1	LS	\$1,088,000.00	\$ 1,088,000.00	\$992,000.00	\$ 992,000.00	\$1,020,796.00	\$ 1,020,796.00	\$1,079,000.00	\$ 1,079,000.00
7		Backwash Tank (100,000 gallon)	1	LS	\$188,000.00	\$ 188,000.00	\$371,000.00	\$ 371,000.00	\$178,101.00	\$ 178,101.00	\$380,000.00	\$ 380,000.00
8		Water Sales Equipment	1	LS	\$45,000.00	\$ 45,000.00	\$64,000.00	\$ 64,000.00	\$67,284.00	\$ 67,284.00	\$66,000.00	\$ 66,000.00
9		Well No. 8 Improvements	1	LS	\$75,000.00	\$ 75,000.00	\$104,000.00	\$ 104,000.00	\$99,689.00	\$ 99,689.00	\$129,000.00	\$ 129,000.00
10		Generator	1	LS	\$240,000.00	\$ 240,000.00	\$154,000.00	\$ 154,000.00	\$203,831.00	\$ 203,831.00	\$188,000.00	\$ 188,000.00
11		Controls	1	LS	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00
12		Mobilization/Demobilization	1	LS	\$120,000.00	\$ 120,000.00	\$30,000.00	\$ 30,000.00	\$25,000.00	\$ 25,000.00	\$65,000.00	\$ 65,000.00
13		Bonds and Insurance	1	LS	\$90,000.00	\$ 90,000.00	\$55,000.00	\$ 55,000.00	\$51,162.00	\$ 51,162.00	\$72,000.00	\$ 72,000.00
Non EDA Eligible, Sub-Total					\$4,033,000.00		\$3,755,000.00		\$3,944,093.00		\$4,052,000.00	
Addendum No. 1 (Yes / No)							Yes / Acknowledged		Yes / Acknowledged		Acknowledged	
Bid Security							Bid Bond /5%		Bid Bond / 5%		Bid Bond - 5%	
TOTAL LUMP SUM BID AMOUNT (As Calculated)					\$7,130,863.00		\$6,700,000.00		\$6,766,473.00		\$7,045,000.00	
TOTAL LUMP SUM BID AMOUNT (As Read)							\$6,700,000.00		\$6,766,473.00		\$7,045,000.00	

I certify that the above tabulation is true and correct.


 Jason Stoll, PE
FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

SECTION 00 51 00.01

NOTICE OF INTENT TO AWARD

TO: Larson & Larson Builders, Inc.
5612 Industrial Avenue
Loves Park, IL 61111

Project Name: City of Rochelle
WELL NO. 8 WATER TREATMENT FACILITY

The Owner has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated April 02, 2024 and Information for Bidders.

You are hereby notified that your Bid will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$6,700,000.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required Contractor’s Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this 6th day of May, 2024.

CITY OF ROCHELLE
(Owner)

BY: _____
City Manager

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD
CONSTRUCTION CONTRACT FOR AN IRON REMOVAL PLANT AT WELL 8 TO
LARSON & LARSON BUILDERS, INC.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD
CONSTRUCTION CONTRACT FOR AN IRON REMOVAL PLANT AT WELL 8 TO
LARSON & LARSON BUILDERS, INC.**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City provides utility services including electric, water, sewer, wastewater treatment, and advanced communications to the greater Rochelle Community through the Utility Department, which is commonly referred to as Rochelle Municipal Utilities (RMU); and

WHEREAS, RMU’s plans to construct an iron removal plant at Well 8 began in 2022; and

WHEREAS, RMU published a request for bids in the Rockford Register Star on April 2, 2024; and

WHEREAS, the City held a bid opening on May 6, 2024, for the project; and

WHEREAS, in accordance with the request for bids, on May 6, 2024, the City properly opened the three (3) bids it received, a summary of the three bids is attached as Exhibit A; and

WHEREAS, the lowest bid was from Larson & Larson Builders, Inc., and was in the amount of \$6,700,000; and

WHEREAS, the lowest bid is under the Engineer’s Cost Estimate of \$7,130,863 and the proposal meets the City’s specifications for the project; and

WHEREAS, in order to proceed with the construction of an iron removal plant at Well 8, the City should execute the Notice of Intent to Award (attached herein as Exhibit B); and

WHEREAS, whereas the Notice of Intent to Award specifies that the acceptance of the bid is contingent upon the Illinois Environmental Protection Agency’s (“IEPA”) issuance of a loan agreement; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City to execute the Notice of Intent to Award.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: Contingent upon the IEPA’s issuance of a loan agreement, the Mayor and City Council hereby accept and approve Larson & Larson Builders, Inc., proposal for the construction of an iron removal plant at Well 8 in the amount of \$6,700,000 and therefore authorize the City Manager or his designee to execute the Notice of Intent to Award (attached as Exhibit B).

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 13th day of May 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A (Summary of Bids)



May 6, 2024

Mr. Adam Lanning, Superintendent of Water & Water Reclamation
Rochelle Municipal Utilities
333 Lincoln Highway
P. O. Box 456
Rochelle, IL 61068

Re: Letter of Recommendation: Well No. 8 Water Treatment Facility – RE-BID

Dear Mr. Lanning,

In compliance with the Advertisement For Bids for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 1:00 p.m. today. Seventeen companies held bid packages, seven were identified as prime bidders, and three bids were received for the opening at City Hall.

Our office has completed a review of the bids submitted and the low bid (EDA Eligible Scope and Non-EDA Eligible Scope) was submitted by **Larson & Larson Builders, Inc., 5612 Industrial Ave., Loves Park, IL 61111** with the necessary forms included in their submittal. A summary of the bid results is as follows:


	ENGINEER'S ESTIMATE	Larson & Larson Builders, Inc.	Sjostrom & Sons, Inc.	Stenstrom Construction Group
EDA Eligible Scope, Sub-Total (As Calculated)	\$3,097,863.00	\$2,945,000.00	\$2,822,380.00	\$2,993,000.00
Non EDA Eligible, Sub-Total (As Calculated)	\$4,033,000.00	\$3,755,000.00	\$3,944,093.00	\$4,052,000.00
TOTAL	\$7,130,863.00	\$6,700,000.00	\$6,766,473.00	\$7,045,000.00

The low total bid submitted by Larson & Larson Builders, Inc. of \$6,700,000.00 is approximately 6% lower than the Engineer's Estimate. A bid tabulation is enclosed for your review.

Fehr Graham recommends the total bid amount for the **Well No. 8 Water Treatment Facility – RE-BID** project be awarded to **Larson & Larson Builders, Inc. in the amount of \$6,700,000.00.**

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this Base Bid work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,


Jason T. Stoll, PE
Principal

JTS:bm

Enclosure

O:\Rochelle Municipal Utilities\22-263 - Well 8 Treatment Facility\PA Final\22-263 RMU 2024-03-15 Well 8 TF Ltr of Rec RE-BID A. Lanning.docx

Bid Tabulation
WELL NO. 8 WATER TREATMENT FACILITY - RE-BID PROJECT, CITY OF ROCHELLE, ROCHELLE, IL
 Project No. 22-263

CONTRACTOR AND ADDRESS:			ENGINEER'S ESTIMATE		Larson & Larson Builders, Inc. 5612 Industrial Ave. Loves Park, IL 61111	Sjostrom & Sons, Inc. 1129 Harrison Avenue Rockford, IL 61104	Stenstrom Construction, Inc. dba Stenstrom Construction Group 2420 20th St., Rockford, IL 61104			
No.	Code	Description	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total
1		Water Treatment Building (Shell Only, A & S sheets)	1	LS	\$2,047,863.00	\$ 2,047,863.00	\$1,395,000.00	\$ 1,395,000.00	\$1,190,751.00	\$ 1,190,751.00
2		Horizontal Pressure Filter Equipment (Install & Equipment)	1	LS	\$1,050,000.00	\$ 1,050,000.00	\$1,550,000.00	\$ 1,550,000.00	\$1,631,629.00	\$ 1,631,629.00
EDA Eligible Scope, Sub-Total					\$3,097,863.00		\$2,945,000.00		\$2,822,380.00	
3		Site Civil Improvements (O and C sheets)	1	LS	\$750,000.00	\$ 750,000.00	\$858,000.00	\$ 858,000.00	\$1,116,498.00	\$ 1,116,498.00
4		Process Piping & Chemical Treatment Equipment (W Sheets)	1	LS	\$1,118,000.00	\$ 1,118,000.00	\$838,000.00	\$ 838,000.00	\$885,033.00	\$ 885,033.00
5		Mechanical & HVAC Equipment (M Sheets)	1	LS	\$173,000.00	\$ 173,000.00	\$143,000.00	\$ 143,000.00	\$150,699.00	\$ 150,699.00
6		Electrical Equipment (E Sheets)	1	LS	\$1,088,000.00	\$ 1,088,000.00	\$992,000.00	\$ 992,000.00	\$1,020,796.00	\$ 1,020,796.00
7		Backwash Tank (100,000 gallon)	1	LS	\$188,000.00	\$ 188,000.00	\$374,000.00	\$ 374,000.00	\$178,101.00	\$ 178,101.00
8		Water Sales Equipment	1	LS	\$45,000.00	\$ 45,000.00	\$64,000.00	\$ 64,000.00	\$67,284.00	\$ 67,284.00
9		Well No. 8 Improvements	1	LS	\$75,000.00	\$ 75,000.00	\$104,000.00	\$ 104,000.00	\$99,689.00	\$ 99,689.00
10		Generator	1	LS	\$240,000.00	\$ 240,000.00	\$154,000.00	\$ 154,000.00	\$203,831.00	\$ 203,831.00
11		Controls	1	LS	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00
12		Mobilization/Demobilization	1	LS	\$120,000.00	\$ 120,000.00	\$30,000.00	\$ 30,000.00	\$25,000.00	\$ 25,000.00
13		Bonds and Insurance	1	LS	\$90,000.00	\$ 90,000.00	\$55,000.00	\$ 55,000.00	\$51,162.00	\$ 51,162.00
Non EDA Eligible, Sub-Total					\$4,033,000.00		\$3,755,000.00		\$3,944,093.00	
Addendum No. 1 (Yes / No)										
Bid Security										
					Yes / Acknowledged	Yes / Acknowledged	Yes / Acknowledged	Acknowledged		
					Bid Bond / 5%	Bid Bond / 5%	Bid Bond / 5%	Bid Bond - 5%		
TOTAL LUMP SUM BID AMOUNT (As Calculated)					\$7,130,863.00		\$6,700,000.00		\$6,766,473.00	
TOTAL LUMP SUM BID AMOUNT (As Read)							\$6,700,000.00		\$6,766,473.00	

I certify that the above tabulation is true and correct.

Jason Stoll, PE
FEHR GRAHAM
 ENGINEERING & PHOTOGRAPHY

EXHIBIT B (Intent to Award)

SECTION 00 51 00.01

NOTICE OF INTENT TO AWARD

TO: Larson & Larson Builders, Inc.
5612 Industrial Avenue
Loves Park, IL 61111

Project Name: City of Rochelle
WELL NO. 8 WATER TREATMENT FACILITY

The Owner has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated April 02, 2024 and Information for Bidders.

You are hereby notified that your Bid will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$6,700,000.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this 6th day of May, 2024.

CITY OF ROCHELLE
(Owner)

BY: _____
City Manager

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD CONSTRUCTION CONTRACT FOR AN IRON REMOVAL PLANT AT WELL 8 TO LARSON & LARSON BUILDERS, INC.” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

File Attachments for Item:

5. An Ordinance Authorizing the City of Rochelle, Ogle County, Illinois to Borrow Funds from the Public Water Supply Loan Program

**ROCHELLE CITY COUNCIL
REGULAR MEETING 5/13/24
AGENDA ITEM NO. 2**

SUBJECT: Resolution authorizing the IEPA loan agreement for Well 8 Iron Filter Plant.

Staff Contact: Adam Lanning

Summary: After authorizing a notice of intent, the City must approve a Water Pollution Control Revolving Fund loan agreement with the Illinois EPA to secure funding for the Well 8 Project. The total project costs are as follows:

- Construction \$6,700,000 for the low bid.
- Contingency (3%) \$201,000 per IEPA loan guidelines
- Engineering \$519,500
- Total Cost \$7,420,500
- Principal Forgiveness \$3,356,625
- EDA Grant \$2,356,600
- EDA Grant Match from City \$589,000
- Total Amount to Repay \$1,707,275

The annual repayment after principal forgiveness will be approximately \$80,000 and the City will not begin repayment until the project is complete. The term of the loan is 20 years at 1.36% and we anticipate IEPA final approval of the loan in June 2024.

Funding Sources:

Source:	Budgeted Amount (2024):	Proposed Expenditure:
IEPA WPCRF Loan	\$7,200,000	\$7,420,500

Recommendation: Approve a resolution authorizing the Mayor to sign a WPCRF loan agreement with the IEPA in the amount of \$7,420,500.

Supporting Documents:

- Document Link 1
- Document Link 2
- Document Link 3

**PUBLIC WATER SUPPLY LOAN PROGRAM ORDINANCE AUTHORIZING
LOAN AGREEMENT NON-HOME RULE CITY OF ROCHELLE – CITY OF
ROCHELLE**

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS
TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM**

WHEREAS, the City of Rochelle, Ogle County, Illinois operates its public water supply system (“the System”) and in accordance with the provisions of the Public Water Supply Operations Act, 415 ILCS 45/0.01 et. seq. and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

WHEREAS, the MAYOR AND CITY COUNCIL of the City of Rochelle (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to improve the System, including the following:

Construct iron removal plant at Well No. 8

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City of Rochelle; which Project has a useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is nearly \$7,500,00 and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 30 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Rochelle from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Rochelle is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$7,420,500 to provide funds to pay the costs of the Project;

WHEREAS, the loan to the City of Rochelle shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City of Rochelle and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Rochelle, Ogle County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Rochelle to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provision of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Rochelle in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$10,000,000.

SECTION 3. PUBLICATION

This Ordinance, together with a Notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in the Rochelle News Leader, a newspaper published and of general circulation in the City of Rochelle, and if no petition, signed by electors numbering 10% or more of the registered voters in the City of Rochelle (505 electors) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City of Rochelle, is filed with the City of Rochelle Clerk within 30 days after the date of publication of this Ordinance and notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City of Rochelle Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES

If no petition meeting the requirements of the Act and other applicable laws is filed during the 30-day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the system, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Rochelle may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Rochelle to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF CITY OF ROCHELLE

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Rochelle pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Rochelle within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN

The City Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. OUTSTANDING BONDS

The City of Rochelle has no outstanding bonds that are payable from revenues of the system.

SECTION 9. AUTHORIZATION OF CITY MANAGER TO EXECUTE LOAN AGREEMENT

The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the City Manager for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PASSED by the Corporate Authorities

On May 13, 2024.

Approved _____, 2024.

City Manager
City of Rochelle
Ogle County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 2024.

RECORDED in the CITY OF ROCHELLE Records on _____, 2024.

ATTEST:

City Clerk
City of Rochelle
Ogle County, Illinois

Exhibit A

**NOTICE OF INTENT TO BORROW FUNDS
AND RIGHT TO FILE PETITION**

NOTICE IS HEREBY GIVEN that, pursuant to Ordinance Number_____, adopted on May 13, 2024, the City of Rochelle, Ogle County, Illinois (the “CITY OF ROCHELLE”), intends to enter into a Loan Agreement with the Illinois Environmental Protection Agency in an aggregate principal amount not to exceed \$10,000,000 and bearing annual interest at an amount not to exceed the maximum rate authorized by law at the time of execution of the Loan Agreement, for the purpose of paying the cost of certain improvement to the public water supply system of the City of Rochelle. A complete copy of the Ordinance accompanies this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by [505] or more electors of the City (being equal to 10% of the registered voters in the City), requesting that the question of improving the public water supply system and entering into the Loan Agreement is submitted to the City Clerk within 30 days after the publication of this Notice, the question of improving the public water supply system of the City of Rochelle as provided in the Ordinance and Loan Agreement shall be submitted to the electors of the City of Rochelle at the next election to be held under general election law on November 5, 2024. A petition form is available from the office of the City Clerk.

City Clerk
City of Rochelle
Ogle County, Illinois

CERTIFICATION

I, Rose Huéramo, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Rochelle. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as AN ORDINANCE AUTHORIZING THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM, passed by the City Council of the CITY OF ROCHELLE of 13th day of May, 2024 and approved by the Mayor of the CITY OF ROCHELLE on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Rochelle.

Dated this 13th day of May, 2024.

NO REFERENDUM CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified, and acting CITY OF ROCHELLE Clerk of the CITY OF ROCHELLE of Ogle County, Illinois and as such officer I am the keeper of the books, records, files and journal of proceedings of the CITY OF ROCHELLE and of the MAYOR and CITY COUNCIL of the CITY OF ROCHELLE.

I do further certify that Ordinance Number _____, being the Ordinance entitled: AN ORDINANCE AUTHORIZING THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS TO BORROW FUNDS FROM THE PUBLIC WATER SUPPLY LOAN PROGRAM (the Ordinance) was presented to and passed by the Mayor and City Council of the CITY OF ROCHELLE at its legally convened meeting held on the 13th day of May, 2024 and signed by the Mayor of the CITY OF ROCHELLE on said day.

I do further certify that the Ordinance was duly and properly published in the Rochelle News Leader, a newspaper published and of general circulation within the CITY OF ROCHELLE, on the ____ day May 2024, being a date within ten days from the date of passage of the Ordinance.

I do further certify that publication of the Ordinance was accompanied by a separate publication of notice of (1) the specific number of voters required to sign the petition requesting the question of constructing improvements to the public water supply system as provided in the Ordinance; (2) the time in which such petition must have been filed; and (3) the date of the prospective referendum.

I do further certify that I did make available and provide to any individual so requesting a petition form, which petition form provided for submission to the electors of the CITY OF ROCHELLE of the question as set forth therein. Such petition forms were available from me continuously from _____, _____, 2024, up to and including _____, _____, 2024.

I do further certify that no Petition has been filed in my office within ____ days after publication of the Ordinance or as of the time of the signing hereof as provided by statute asking that the question of improving the public water supply system as provided in the Ordinance and the Loan Agreement therefore be submitted to the electors of the CITY OF ROCHELLE.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the corporate seal of the CITY OF ROCHELLE of Ogle County, Illinois, this _____ day of _____ 2024.

CITY OF ROCHELLE Clerk
CITY OF ROCHELLE
Ogle County, Illinois

(SEAL)

File Attachments for Item:

6. An Ordinance Accepting and Approving the Proposal of Larson & Larson Builders, Inc. Pursuant to the Request for Bids for the Construction of an Iron Filter Plant at Well 8

**ROCHELLE CITY COUNCIL
REGULAR MEETING 5/13/24
AGENDA ITEM NO. 2**

SUBJECT: Ordinance approving and accepting construction contract for well 8 iron filter plant contingent upon IEPA loan approval.

Staff Contact: Adam Lanning

Summary: After authorizing a notice of intent and approval of a loan agreement with the IEPA to secure funding for the well 8 filter plant, the final step for project approval is a construction contract with Larson and Larson Builders in the amount of \$6,700,000 for the base bid. Approval of this contract is contingent upon final approval and acceptance of a loan agreement with IEPA that will cover design, construction, and contingency for the project.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
IEPA SRF Loan	\$7,200,000	\$6,700,000
Contingency (3%)		

Recommendation: Approve an ordinance authorizing the City Manager to sign a contract with Larson and Larson Builders accepting the base bid plus contingency of \$6,700,000 and reject all other bids.

Supporting Documents:

- Document Link 1
- Document Link 2
- Document Link 3

**THE CITY OF ROCHELLE
Ogle County, Illinois**

**ORDINANCE
NO. _____**

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF LARSON &
LARSON BUILDERS, INC., PURSUANT TO THE REQUEST FOR BIDS FOR THE
CONSTRUCTION OF AN IRON FILTER PLANT AT WELL 8**

**JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk**

**TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council**

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Law Offices of Peterson, Johnson, & Murray, LLC – City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

ORDINANCE NO: _____

AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF LARSON & LARSON BUILDERS, INC., PURSUANT TO THE REQUEST FOR BIDS FOR THE CONSTRUCTION OF AN IRON FILTER PLANT AT WELL 8

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City provides utility services including electric, water, sewer, wastewater treatment, and advanced communications to the greater Rochelle Community through the Utility Department, which is commonly referred to as Rochelle Municipal Utilities (RMU); and

WHEARAS, the plans for construction improvements to Well 8 started in 2022; and

WHEARAS, RMU published a request for bids in the Rockford Register Star on April 2, 2024; and

WHEARAS, the City held a bid opening on May 6, 2024 for the project; and

WHEREAS, in accordance with the request for bids, on May 6, 2024, the City properly opened the three (3) bids it received, a summary of the three bids is attached as Exhibit A; and

WHEREAS, the lowest bid was from Larson & Larson Builders, Inc., and was in the amount of \$6,700,000 (a copy of the Proposal is attached as Exhibit A); and

WHEREAS, the bid is under the Engineer’s Cost Estimate of \$7,130,863 and the proposal meets the City’s specifications for the project; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to accept and approve the proposal from Larson & Larson Builders, Inc., in the amount of \$6,700,000 contingent on IEPA’s issuance of a loan agreement.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: Contingent on the Illinois Environmental Protection Agency’s issuance of a loan agreement, the Mayor and City Council hereby accept and approve the proposal of Larson & Larson Builder Inc., for construction of an iron filtration plant at Well 8 in the amount of \$6,700,000 and authorize the City Manager or his designee to execute any and all necessary agreements to memorialize the terms of said proposal (summarized in Exhibit A) in a form to be reviewed by the City Attorney.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED this 13th day of May 2024.

ATTEST:

City Clerk

Mayor

EXHIBIT A



May 6, 2024

Mr. Adam Lanning, Superintendent of Water & Water Reclamation
Rochelle Municipal Utilities
333 Lincoln Highway
P. O. Box 456
Rochelle, IL 61068

Re: Letter of Recommendation: Well No. 8 Water Treatment Facility – RE-BID

Dear Mr. Lanning,

In compliance with the Advertisement For Bids for the above-referenced project, bid packages were available through QuestCDN.com and our office with bids due by 1:00 p.m. today. Seventeen companies held bid packages, seven were identified as prime bidders, and three bids were received for the opening at City Hall.

Our office has completed a review of the bids submitted and the low bid (EDA Eligible Scope and Non-EDA Eligible Scope) was submitted by Larson & Larson Builders, Inc., 5612 Industrial Ave., Loves Park, IL 61111 with the necessary forms included in their submittal. A summary of the bid results is as follows:


	ENGINEER'S ESTIMATE	Larson & Larson Builders, Inc.	Sjostrom & Sons, Inc.	Stenstrom Construction Group
EDA Eligible Scope, Sub-Total (As Calculated)	\$3,097,863.00	\$2,943,000.00	\$2,822,380.00	\$2,993,000.00
Non EDA Eligible, Sub-Total (As Calculated)	\$4,033,000.00	\$3,735,000.00	\$3,944,093.00	\$4,052,000.00
TOTAL	\$7,130,863.00	\$6,700,000.00	\$6,766,473.00	\$7,045,000.00

The low total bid submitted by Larson & Larson Builders, Inc. of \$6,700,000.00 is approximately 6% lower than the Engineer's Estimate. A bid tabulation is enclosed for your review.

Fehr Graham recommends the total bid amount for the Well No. 8 Water Treatment Facility – RE-BID project be awarded to Larson & Larson Builders, Inc. in the amount of \$6,700,000.00.

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this Base Bid work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,


Jason T. Stoll, PE
Principal

JTS:bm

Enclosure

O:\Rochelle Municipal Utilities\22-263 - Well 8 Treatment Facility\PA Final\22-263 RMU 2024-03-15 Well 8 TF Ltr of Rec RE-BID A. Lanning.docx

Bid Tabulation
WELL NO. 8 WATER TREATMENT FACILITY - RE-BID PROJECT, CITY OF ROCHELLE, ROCHELLE, IL
 Project No. 22-263

CONTRACTOR AND ADDRESS:				ENGINEER'S ESTIMATE		Larson & Larson Builders, Inc. 5612 Industrial Ave. Loves Park, IL 61111		Sjostrom & Sons, Inc. 1129 Harrison Avenue Rockford, IL 61104		Stenstrom Construction, Inc. dba Stenstrom Construction Group 2420 20th St., Rockford, IL 61104		
No.	Code	Description	Quantity	Unit	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1		Water Treatment Building (Shell Only, A & S sheets)	1	LS	\$2,047,863.00	\$ 2,047,863.00	\$1,395,000.00	\$ 1,395,000.00	\$1,190,751.00	\$ 1,190,751.00	\$1,473,000.00	\$ 1,473,000.00
2		Horizontal Pressure Filter Equipment (Install & Equipment)	1	LS	\$1,050,000.00	\$ 1,050,000.00	\$1,550,000.00	\$ 1,550,000.00	\$1,631,629.00	\$ 1,631,629.00	\$1,520,000.00	\$ 1,520,000.00
EDA Eligible Scope, Sub-Total					\$3,097,863.00		\$2,945,000.00		\$2,822,380.00		\$2,993,000.00	
3		Site Civil Improvements (G and C Sheets)	1	LS	\$750,000.00	\$ 750,000.00	\$858,000.00	\$ 858,000.00	\$1,116,498.00	\$ 1,116,498.00	\$915,000.00	\$ 915,000.00
4		Process Piping & Chemical Treatment Equipment (W Sheets)	1	LS	\$1,118,000.00	\$ 1,118,000.00	\$838,000.00	\$ 838,000.00	\$885,033.00	\$ 885,033.00	\$865,000.00	\$ 865,000.00
5		Mechanical & HVAC Equipment (M Sheets)	1	LS	\$173,000.00	\$ 173,000.00	\$143,000.00	\$ 143,000.00	\$150,699.00	\$ 150,699.00	\$147,000.00	\$ 147,000.00
6		Electrical Equipment (E Sheets)	1	LS	\$1,088,000.00	\$ 1,088,000.00	\$992,000.00	\$ 992,000.00	\$1,020,796.00	\$ 1,020,796.00	\$1,079,000.00	\$ 1,079,000.00
7		Backwash Tank (100,000 gallon)	1	LS	\$188,000.00	\$ 188,000.00	\$371,000.00	\$ 371,000.00	\$178,101.00	\$ 178,101.00	\$380,000.00	\$ 380,000.00
8		Water Sales Equipment	1	LS	\$45,000.00	\$ 45,000.00	\$64,000.00	\$ 64,000.00	\$67,284.00	\$ 67,284.00	\$66,000.00	\$ 66,000.00
9		Well No. 8 Improvements	1	LS	\$75,000.00	\$ 75,000.00	\$104,000.00	\$ 104,000.00	\$99,689.00	\$ 99,689.00	\$129,000.00	\$ 129,000.00
10		Generator	1	LS	\$240,000.00	\$ 240,000.00	\$154,000.00	\$ 154,000.00	\$203,831.00	\$ 203,831.00	\$188,000.00	\$ 188,000.00
11		Controls	1	LS	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00	\$146,000.00	\$ 146,000.00
12		Mobilization/Demobilization	1	LS	\$120,000.00	\$ 120,000.00	\$30,000.00	\$ 30,000.00	\$25,000.00	\$ 25,000.00	\$65,000.00	\$ 65,000.00
13		Bonds and insurance	1	LS	\$90,000.00	\$ 90,000.00	\$55,000.00	\$ 55,000.00	\$51,162.00	\$ 51,162.00	\$72,000.00	\$ 72,000.00
Non EDA Eligible, Sub-Total					\$4,033,000.00		\$3,755,000.00		\$3,944,093.00		\$4,052,000.00	
Addendum No. 1 (Yes / No)							Yes / Acknowledged		Yes / Acknowledged		Acknowledged	
Bid Security							Bid Bond / 5%		Bid Bond / 5%		Bid Bond - 5%	
TOTAL LUMP SUM BID AMOUNT (As Calculated)					\$7,130,863.00		\$6,700,000.00		\$6,766,473.00		\$7,045,000.00	
TOTAL LUMP SUM BID AMOUNT (As Read)					\$7,130,863.00		\$6,700,000.00		\$6,766,473.00		\$7,045,000.00	

I certify that the above tabulation is true and correct.


 Jason Stoll, PE
FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF LARSON & LARSON BUILDERS, INC., PURSUANT TO THE REQUEST FOR BIDS FOR THE CONSTRUCTION OF AN IRON FILTER PLANT AT WELL 8” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

File Attachments for Item:

7. A Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Transformers not to Exceed \$525,000

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING**

SUBJECT: Ordinance Waiving Competitive Bidding Requirements and Authorizing the Purchase of Transformers not to Exceed \$525,000

Staff Contact: Blake Toliver, Superintendent of Electric Operations

Summary: With availability issues and pricing fluctuations we have been holding off on purchasing transformers in hopes the market would even out. The market does not seem to be returning to normal currently. We have been operating on our reserve inventory of 3 phase pad mounted transformers over the past few years and are now at the point where we need to replenish our supply for replacements and new installations. Transformers are particularly hard to procure currently with lead times out over a year on both new and rebuilt units. We are asking to waive competitive bidding requirements to secure transformers at the best price and lead time when they come available. Transformer manufacturers and rebuilders have slots that open up and you must act in short order to order the equipment needed. These production slots do not allow for the time to act on the formal bidding process. To continue with stable operations and a supply cushion it is our recommendation to allow the utility to take advantage of these production slots when available. We are looking for 3 750 KVA, 6 1000 KVA, 6 1500 KVA, 1 2500 KVA, and 2 37.5 KVA of various low side voltages.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$11,900,000	\$525,000

Strategic Plan Goal Application: Infrastructure Effectiveness & Improvement.

Recommendation: Approve an Ordinance Waiving Competitive Bidding Requirements and Authorizing the Purchase of Transformers not to Exceed \$525,000.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF 18 TRANSFORMERS NOT TO EXCEED \$525,000**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF 18 TRANSFORMERS NOT TO EXCEED \$525,000**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City of Rochelle (“City”) operates an electrical division which provides electrical service to local businesses and residents as part of Rochelle Municipal Utilities (“RMU”); and

WHEREAS, the RMU electrical division is in need of transformers, but has held off on purchasing them with hopes that the market would stabilize; and

WHEREAS, the market has not stabilized and RMU has been operating on their reserve inventory of three (3) phase pad mounted transformers for the last few years, which now need to be replaced; and

WHEREAS, it would be impossible and impractical to obtain transformers through the formal bidding process as the demand for transformers is high and the supply is low with lead times out over a year; and

WHEREAS, the only way to currently obtain transformers in the current market is through acting quickly when transformer manufacturers and rebuilders have available slots; and

WHEREAS, RMU electric is requesting the authority to procure sixteen (16) transformers (three (3) 750 KVA, six (6) 1000 KVA, six (6) 1500 KVA, one (1) 2500 KVA, and two (2) 37.5 KVA of various low side voltages) in a total amount not to exceed \$525,000; and

WHEREAS, the City may waive competitive bidding requirements by a two-thirds vote of the City Council pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code and Section 2-371 of the Rochelle Municipal Code; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive the competitive bidding requirements and grant RMU electric the authority to purchase sixteen (16) transformers (three (3) 750 KVA, six (6) 1000 KVA, six (6) 1500 KVA, one (1) 2500 KVA, and two (2) 37.5 KVA of various low side voltages) in a total amount not to exceed \$525,000.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and authorize the City Manager and/or his designee the authority to purchase of fifteen (16) transformers (three (3) 750 KVA, six (6) 1000 KVA, six (6) 1500 KVA, one (1) 2500 KVA, and two (2) 37.5 KVA of various low side voltages) for a total amount not to exceed \$525,000. Any purchase contracts shall be subject to review and revision as to form and substance by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 13th day of May 2024

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



Date: April 24, 2024
Change Order: No | Revision: 0
Project:

Andy Rogde
Rochelle Municipal Utilities
arogde@rmu.net

Dana Allen
Inside Sales
dana.allen@sunbeltsolomon.com | +1 4235068823

PRODUCT	QTY	EACH
Three Phase Pad Mount 1000 KVA KVA: 1000 KVA @ 65°C | 60Hz | Impedance: Standard HV: 13800GrdY/7970 (125 KV BIL) | Loop Feed | LV: 480Y/277 (30 KV BIL) Primary Taps: 2-2.5% FCAN & BN 200 A Dead Front Wells & 25 kV Inserts HV Bushings 6-Hole Spade LV Bushings Bayonet Fusing w/ Drip Shield Liquid Temperature Gauge Liquid Level Gauge Pressure Vacuum Gauge Drain Valve + Sampler Pressure Relief Valve Non-PCB Mineral Oil	1	\$41,281

PRODUCT	QTY	EACH
Three Phase Pad Mount 1500 KVA KVA: 1500 KVA @ 65°C | 60Hz | Impedance: Standard HV: 13800GrdY/7970 (125 KV BIL) | Loop Feed | LV: 480Y/277 (30 KV BIL) Primary Taps: 2-2.5% FCAN & BN 200 A Dead Front Wells & 25 kV Inserts HV Bushings 6-Hole Spade LV Bushings Bayonet Fusing w/ Drip Shield Liquid Temperature Gauge Liquid Level Gauge Pressure Vacuum Gauge Drain Valve + Sampler Pressure Relief Valve Non-PCB Mineral Oil	1	\$52,994


All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed
Shipment: 15-17 Weeks | **Warranty:** 3 Years | **Terms:** Net 30 with approved credit.


Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ("Supplier") will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and

 1922 S. MLK Jr. Drive
Temple, TX 76504

 +01 800.433.3128

 info@sunbeltsolomon.com
sunbeltsolomon.com

Transformer Quotes

750 KVA – Reconditioned

VENDOR	PRICE ea./ PRICE Total	Lead Time
UUSCO (v1)	\$59,680 / \$179,040	2 @20weeks / 2@30weeks / 2@40weeks
UUSCO (V2)	\$42,200 / \$126,600	60 - 64 Weeks
UUSCO (V3)	\$52,645 / \$157,935	16 - 18 Weeks
Solomon	\$36,057 / \$108,171	52 - 54 Weeks
Maddox	\$35,049 / \$105,147	2 - 4 Weeks
Anixter	\$40,560 / \$121,680	4 - 6 Weeks

1000 KVA – Reconditioned

VENDOR	PRICE ea./ PRICE Total	Lead Time
UUSCO (V1)	\$72,910 / \$218,730	2 @20weeks / 2@30weeks / 2@40weeks
UUSCO (V2)	\$55,665 / \$166,995	60 - 64 Weeks
UUSCO (V3)	\$63,035 / \$189,105	16 – 18 Weeks
Solomon	\$43,161 / \$129,483	52 – 54 Weeks
Maddox	\$43,988 / \$131,964	3 – 5 Weeks
Anixter	\$48,082 / \$144,246	1 week

750 KVA – NEW

VENDOR	PRICE ea./ PRICE Total	Lead Time
Maddox	\$69,290 / \$207,871	42 Weeks
Anixter	\$79,888 / \$239,664	1 Week

1000 KVA – NEW

VENDOR	PRICE ea./ PRICE Total	Lead Time
Maddox	\$106,185 / \$318,555	12-14 Weeks
Anixter	\$75,702 / \$227,107	42 Weeks

- Ordering Qty: 3 of each size

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE OF 18 TRANSFORMERS NOT TO EXCEED \$525,000” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

File Attachments for Item:

8. An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Sydeo Networks, Inc.

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING**

SUBJECT: An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Syndeo Networks, Inc.

Staff Contact: Blake Toliver Superintendent of Electric Operations

Summary: Syndeo Networks, INC. recently approached the city asking for a pole attachment agreement. Our attorney drafted this agreement and it has been excepted by Syndeo. Once approved this will allow Syndeo to attach their network cables to Rochelle Municipal Utilities poles. This agreement allows Syndeo up to 2 feet of space on each pole for \$25 per year. If the pole is overloaded or doesn't have enough space for Syndeo's attachment they are required to pay for the pole replacement. The agreement lasts for 10 years. This agreement will allow Syndeo to better serve their customers. Syndeo currently supplies bandwidth to the city and is looking to expand their portfolio into other areas.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A	N/A	N/A

Strategic Plan Goal Application: Core Service Delivery

Recommendation: Approve An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement with Syndeo Networks, Inc.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE
ATTACHMENT AGREEMENT WITH SYNDEO NETWORKS, INC.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

ORDINANCE NO: _____
Date Passed: May 13, 2024

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE ATTACHMENT AGREEMENT WITH SYNDEO NETWORKS, INC.

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 511-1, et seq.; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, the City provides utility services including electric, water, sewer, wastewater treatment, and advanced communications to the greater Rochelle community through the Utility Department, which is commonly referred to as Rochelle Municipal Utilities (“RMU”); and

WHEREAS, the RMU currently has distribution assets and poles for its electrical distribution system.; and

WHEREAS, Syndeo Networks, Inc., desires to enter into a Pole Attachment Agreement to place its communications infrastructure on RMU distribution poles; and

WHEREAS, the Mayor and City Council finds that it is in the best interest of the City, the RMU, its residents and businesses to execute a Pole Attachment Agreement with Syndeo Networks, Inc.; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the City of Rochelle as follows:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Ordinance as if fully set forth herein.

SECTION TWO: The Mayor and City Council authorize the City Manager to execute the attached Pole Attachment Agreement with Syndeo Networks, Inc., (attached hereto as Exhibit 1), in a form to be reviewed by the City Attorney.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Ordinance are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION FIVE: The City Clerk shall publish this Ordinance in pamphlet form.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED 13th day of May 2024.

ATTEST:

City Clerk

Mayor

EXHIBIT 1
(not the execution copy)

POLE ATTACHMENT LICENSING AGREEMENT
BETWEEN
THE CITY OF ROCHELLE d/b/a Rochelle Municipal Utilities
AND
SYNDEO NETWORKS, INC.

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POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment Licensing Agreement (the “Agreement”) dated this ____ day of _____, 2024 (“Effective Date”) is made by and between the City of Rochelle, an Illinois municipal corporation d/b/a Rochelle Municipal Utilities (hereinafter referred to as “RMU”), and Syndeo Networks, Inc., incorporated in the State of Illinois and authorized to do business in the State of Illinois, (hereinafter referred to as “Licensee”).

RECITALS

- A. Whereas, Licensee proposes to install and maintain Communications Facilities and associated communications equipment on RMU's Poles to provide Communications Services; and
- B. Whereas, RMU is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on RMU’s Poles, provided that RMU may refuse, on a non-discriminatory basis, to issue a Permit where there is insufficient Capacity or for reasons relating to safety, reliability, generally applicable engineering purposes, and/or any other Applicable Standard; and
- C. Whereas, the parties intend that this Agreement replace all previous pole attachment Agreements on their termination;

Therefore, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. When consistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Affiliate: when used in relation to an Attaching Entity, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with such Attaching Entity.
- B. Applicable Standards: means all applicable engineering and safety rules and regulations governing the installation, maintenance, and operation of broadband communications facilities and the performance of all work in or around electric RMU Facilities and includes the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the

Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of RMU or other federal, state or local authority with jurisdiction over RMU Facilities.

- C. Assigned Space: means space on RMU 's Poles that are usable, as defined by the Applicable Standards, for the attachment of Communications Facilities for the provision of Communications Service.
- D. Attaching Entity: means any public or private entity, including Licensee that places an Attachment on RMU’s Pole, in accordance with a License Agreement, to provide Communications Service.
- E. Attachment(s): means Communications Facilities that are utilized to provide Communications Service and that are placed directly on RMU's Poles or over lashed onto an existing Attachment, but does not include a service drop attached to a single Pole where the Licensee has an existing Attachment on such Pole. Multiple attachments within 12 inches of a through bolt shall be deemed a single Attachment.
- F. Capacity: means the ability of a Pole to accommodate an additional Attachment based on Applicable Standards, including space and loading considerations.
- G. Climbing Space: means that portion of a Pole’s surface and surrounding space that is free from encumbrances to enable RMU employees and contractors to safely climb, access and work on RMU Facilities and equipment.
- H. Common Space: means space on RMU's Poles not used for the placement of wires or cables, but which jointly benefits all users of the Poles by supporting the underlying structure and/or providing safety clearance between attaching entities and RMU Facilities.
- I. Communications Facilities: means wire or cable facilities including but not limited to fiber optic, copper and/or coaxial cables or wires utilized to provide Communications Service including all associated equipment.
- J. Communications Service: means the transmission or receipt of broadband signals or other forms of digital or analog signals over Communications Facilities. Communications Services includes without limitation, broadband communications and all other services Licensee is authorized to provide.
- K. Make-Ready Work: means all work, as reasonably determined by RMU, required to accommodate the attachment of Licensee’s Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of RMU Facilities or existing Attachments, inspections, engineering work, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole replacement and construction, but does not include Licensee's routine maintenance.

- L. Occupancy: means the use or specific reservation of Assigned Space for Attachments on the same RMU Pole.
- M. Overlash: means to place an additional wire or cable Communications Facility onto an existing Attachment.
- N. Pedestals/Vaults/Enclosures: means above- or below-ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices and/or provide a service connection point and that shall not be attached to RMU Poles (see Appendix D-Specifications).
- O. Permit: means written or electronic authorization (see Appendix C) of RMU for Licensee to make or maintain Attachments to specific RMU Poles pursuant to the requirements of this Agreement. Licensee's attachments made prior to the Effective Date and authorized by RMU ("Existing Attachments") shall be deemed Permitted Attachments hereunder.
- P. Permitted Attachments: means Attachments that have been authorized by Permit.
- Q. Pole: means a pole owned by RMU used for the distribution of electricity and/or Communications Service that is capable of supporting Attachments for Communications Facilities.
- R. Pre-Permit Survey: means all work or operations required by Applicable Standards and/or RMU to determine the potential Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection and administrative processing. Pre-Permit Survey shall be arranged with RMU and include the Licensee's professional engineer.
- S. Post-Installation Survey: means all work and inspections required by RMU to determine and verify that Licensee has made attachments in accordance with Applicable Standards and the Permit.
- T. Riser: means metallic, fiberglass, or plastic encasement materials placed vertically to guide and protect communications or RMU wires and cables.
- U. Service Drop: means the cable or wire that runs from the serving terminal located on a pole to the network interface device located at a customer's premises.
- V. Substantial Construction or Modification: means construction activity on a pole that will have an appreciable impact on loading and/or tension and does not include routine maintenance activities.
- W. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by RMU and/or applicable federal, state, or local regulations that will readily identify the owner of the Attachment (e.g., cable TV, telephone, high-speed broadband data, or public safety).

- X. RMU Facilities; means all personal property and real property owned or controlled by RMU, including Poles.

II. SCOPE OF AGREEMENT

- A. Grant of License. Subject to the provisions of this Agreement, RMU hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Permitted Attachments to RMU 's Poles.
- B. Parties Bound by Agreement. Licensee and RMU hereby bind themselves by all provisions of this Agreement and the provisions of any Permit(s) issued pursuant to and consistent with the terms of this Agreement.
- C. Permit Issuance Conditions. RMU will issue a Permit(s) to Licensee when RMU reasonably determines, on a non-discriminatory basis, that (i) it has sufficient Capacity to accommodate the requested Attachment(s), (ii) Licensee meets all requirements set forth in this Agreement, and (iii) such Permit(s) comply with all Applicable Standards. Permits will be returned in a timely manner not to exceed thirty (30) days, provided that in no instance shall Licensee make Attachments absent the grant of a permit required hereunder.
- D. Reserved Capacity. RMU will grant access to Assigned Space on RMU Poles to Licensee with the understanding that certain RMU Poles may be subject to reserve Capacity for future electric service use. At the time of Permit issuance RMU shall notify Licensee if capacity on particular poles is being reserved for future electric use within the next five years pursuant to a bona fide development plan. For Attachments made with notice of such a bona fide plan, on giving Licensee at least sixty (60) calendar days prior notice, RMU may reclaim such reserved Capacity at any time during the five-year period following the installation of Licensee's Attachment if required for RMU's future electric service use. If reclaimed for RMU's electric service use, RMU may at such time also install associated facilities, including the attachment of communications lines for internal RMU operational or governmental communications requirements. RMU shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any Make-Ready Work needed to expand Capacity for core electric service requirements, so that Licensee can maintain its Attachment on the affected Pole(s). The allocation of the cost of any such Make-Ready Work (including the transfer, rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article IX. In all other cases, Licensee shall not be required to bear any of the costs or rearranging or replacing its Attachment, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any other entity (including RMU).
- E. No Interest in Property. No use, however lengthy, of any RMU Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any

portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of RMU's rights to the RMU Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a licensee only.

- F. Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall grant Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel RMU to grant Licensee the right to make an Attachment to any specific Pole.
- G. Necessity of Authorizations. Licensee is obligated to obtain all necessary certification, permitting, and franchising from federal, state, and local authorities prior to making any Attachments.
- H. RMU's Rights over Poles. The parties agree that this Agreement does not limit RMU's right to locate, operate, and maintain its Poles in the manner that will best enable it to fulfill its service requirements.
- I. Expansion of Capacity. RMU will take reasonable steps to expand Pole Capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall require RMU to install, retain, extend or maintain any Pole for use when RMU does not need such Pole for its service requirements.
- J. Other Agreements. Except as provided expressly herein, nothing in this Agreement shall limit, restrict or prohibit RMU from fulfilling any agreement or arrangement regarding Poles into which RMU has previously entered, or may enter in the future, with others not party to this Agreement.
- K. Permitted Uses. This Agreement is limited to the uses specifically stated in the Recitals and Licensee shall not have any other use without RMU's express written consent to such use. Nothing in this Agreement requires RMU to allow Licensee to use RMU's Poles after the termination of this Agreement.
- L. Overlapping. The following provisions will apply to Overlapping:
 - 1. Overlapping after the Effective Date, other than for maintenance is subject to the permitting requirements of Article VI.
 - 2. Overlapping performed pursuant to this Article II, Paragraph L.2 shall not increase the Annual Attachment Fee paid by Licensee pursuant to Appendix A, Item I. Licensee or Licensee's Affiliate, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlapped Attachment.
 - 3. If Overlapping is required to accommodate facilities of a third party, not affiliated with Licensee, such third party must enter into a License

Agreement with RMU, obtain Permits and pay a separate Attachment Fee (Appendix A, Item I) as well as the costs of all necessary Make-Ready Work required to accommodate the Overlashing. RMU shall not grant such Permits to third parties allowing Overlashing of Licensee's Communications Facilities without Licensee's consent. Overlashing performed under this Article II, Paragraph L.3 shall not increase the fees and charges paid by Licensee pursuant to Appendix A, Item I. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlashing third party to defray fees and charges paid by Licensee.

- 4. Make-Ready Work procedures set forth in Article VII shall apply, as necessary, to all Overlashing.

- M. Enclosures. Licensee agrees to take reasonable steps as identified by both parties to not place any above-ground pedestals, enclosures or cabinets at the base of any Pole associated with such ground mounted facilities. The parties agree to cooperate in resolving climbing safety issues identified by RMU related to the placement of ground mounted facilities at the base of specific Poles. All such installations shall be per the Specifications in Appendix D of this Agreement. Further, Licensee agrees to move any such above- ground enclosures in order to provide sufficient space for RMU to set a replacement Pole.

III. FEES AND CHARGES

- A. Payment of Fees and Charges. Licensee shall pay to RMU the fees and charges specified in Appendix A and shall comply with the terms and conditions specified herein.

- B. Payment Period. Any Attachment that Licensee makes prior to June 30 of a given year shall be calculated at the full yearly attachment rate. Any Attachment made on or after July 1 shall be calculated at half of the yearly attachment rate.

- C. Billing. RMU shall invoice Licensee for the payments annually. RMU will submit to the Licensee an invoice for the annual rental period no later than December 1st of each year. The annual rental period shall commence as of January 1, 2024 and conclude on December 31, 2029. The invoice shall set forth the total number of RMU's Poles for which RMU issued the license and/or Licensee holds a Permit(s) for Attachments during such annual rental period, including any previously authorized and valid Permits. Licensee shall pay the undisputed portion of each such invoice within thirty (30) calendar days after RMU's issuance thereof.

- D. Refunds. RMU will not owe or refund any fees and charges specified in Appendix A because of any surrender of a Permit granted hereunder. Notwithstanding the forgoing, however, RMU shall not continue to charge rent going forward for any permit surrendered in the previous calendar year, and Licensee shall be entitled to a refund upon discovery of such a billing error.

- E. **Inventory.** A joint inventory of all Attachments may be made once every two (2) years by RMU and Licensee, unless both parties agree to a new inventory schedule. The cost of the inventory shall be paid in accordance with Article XIII, Paragraph A.2. At the expiration of three (3) years from the completion of any inventory, Licensee or RMU may request an inventory of attachments, in writing, at least six months prior to the end of the calendar year preceding the year the inventory is to commence. Licensee shall be afforded the opportunity to participate in any such inventories.
- F. **Late Charge.** If RMU does not receive payment for any fee or other amount owed within thirty (30) calendar days after it becomes due, Licensee, upon receipt of thirty (30) calendar days written notice, shall pay interest to RMU, at the rate of one and a half (1.5%) per month, on the amount due. The above provision notwithstanding, no such interest shall accrue if Licensee provides written notice within thirty (30) calendar days of RMU's notice of late payment, indicating that Licensee is making a good faith dispute of the fee or amount owed. In such event, Licensee shall pay all fees that are not in dispute.
- G. **Payment for Make-Ready Work.** Except as otherwise provided herein. Licensee will be responsible for payment to RMU for all Make-Ready Work required to accommodate Licensee's attachment of Communications Facilities except as provided in Article II, Paragraph L above regarding Overlapping.
- H. **Advance Payment.** At the discretion of RMU, Licensee may be required to pay in advance all reasonable costs, including but not limited to administrative, construction, inspections, and Make-Ready Work expenses, in connection with the initial installation or rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles VI and VII below, that are not otherwise recovered in annual attachment fees.
- I. **Determination of Charges.** Wherever this Agreement requires Licensee to pay for work done or contracted by RMU, the charge for such work shall include all actual and reasonable material, labor, and engineering, and administrative costs and applicable overhead costs that are not otherwise recovered in the annual attachment fee. RMU shall bill its services based upon actual costs, and such costs will be determined in accordance with RMU's cost accounting systems used for recording capital and expense activities. RMU's invoice shall contain sufficient detail for Licensee to verify the charges.
- J. **Work Performed by RMU.** Wherever this Agreement requires RMU to perform any work, Licensee acknowledges and agrees that RMU, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.
- K. **True Up.** Wherever RMU, at its discretion, requires advance payment of estimated expenses prior to undertaking an activity on behalf of the Licensee or Licensee's

Affiliate and the actual cost of activity exceeds the advance payment of estimated expenses, Licensee agrees to pay RMU for the difference in cost provided that such cost is documented with sufficient detail to enable Licensee to verify the charges and provided that such costs do not exceed 110% of the estimated costs, unless first approved in writing by Licensee. To the extent that the actual cost of the activity is less than the estimated cost, RMU agrees to refund the savings.

- L. Default for Nonpayment. Nonpayment of any undisputed amount due under this Agreement beyond ninety (90) days written notice of nonpayment, shall constitute a default of this Agreement.

IV. SPECIFICATIONS

- A. Installation/Maintenance of Communications Facilities. When RMU issues a Permit pursuant to this Agreement, Licensee shall install and maintain its Communications Facilities in accordance with the requirements and specifications of Appendix D. All of Licensee’s Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards.
- B. Tagging. Licensee shall Tag all of its new Communications Facilities in accordance with applicable law in a manner to allow RMU, or its contractors, to readily identify Licensee's ownership of such Facilities.
- C. Interference. Licensee shall not allow its Communications Facilities to impair the ability of RMU or any third party to use RMU’s Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any RMU Facilities.
- D. Protective Equipment. Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall install protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor at its own expense.
- E. Violation of Specifications. If Licensee installs, uses, or maintains Communications Facilities, or any part thereof, in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from RMU, RMU at its option, may correct said conditions. RMU will attempt to notify Licensee in writing prior to performing such work whenever practicable. When RMU believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of RMU’s service obligations, or pose an immediate threat to the physical integrity of RMU Facilities, RMU may perform such work and/or take such action, as it deems necessary without first giving written notice to Licensee.

As soon as practicable thereafter, RMU will advise Licensee of the work performed or the action taken. Licensee shall be responsible for all actual and reasonable costs incurred by the RMU in taking action pursuant to this subsection.

- F. Restoration of RMU Service. RMU's service restoration requirements shall take precedence over all work operations of Licensee on RMU's Poles.
- G. Effect of Failure to Exercise Access Rights. If licensee does not exercise any access right granted pursuant to this Agreement and/or applicable Permit(s) within ninety (90) calendar days of the effective date of such right and any extension thereof, which shall not be unreasonably denied, RMU may use the space scheduled for Licensee's Attachment(s), for its own needs and/or other Attaching Entities. In such instances, RMU shall endeavor to make other space available to Licensee, upon written application per Article VI, as soon as reasonably possible and subject to all requirements of this Agreement, including the Make-Ready Work provisions. For purposes of this paragraph, any right shall not be deemed effective until any necessary make ready work is performed.

V. PRIVATE AND REGULATORY COMPLIANCE

- A. Necessary Authorizations. RMU grants Licensee nondiscriminatory access to Poles and associated public and private rights of way where RMU has the right to authorize the occupancy of Licensee's facilities. Licensee shall be responsible for obtaining from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate, and/or maintain its Communications Facilities on public and/or private property before it occupies any portion of RMU's Poles. RMU retains the right to require evidence that Licensee has obtained such authorizations before RMU issues any Permit to Licensee. Licensee's obligations under this Article V include, but are not limited to, its obligation to obtain all necessary approvals to occupy public/private rights-of-way and to pay all costs associated therewith. Licensee shall defend, indemnify and reimburse RMU for all loss and expense, including reasonable attorneys' fees, that RMU may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on RMU's Poles. Where RMU does not have the right to authorize the occupancy of Licensee's facilities, RMU shall reasonably cooperate with Licensee to permit Licensee to obtain a right of occupancy for Licensee's Facilities. Upon reasonable request by Licensee, RMU will provide any documentation that is not confidential or privileged in its possession supporting a claim that it owns or has authority to grant access to a given Pole, or right of way. For purposes of this subparagraph V.A, RMU shall indemnify Licensee with respect to any claim to the extent arising from RMU's failure to obtain any required permit or authorization to locate a pole where situated.

- B. Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable federal, state, and local laws.
- C. Forfeiture of RMU's Rights. No Permit granted under this Agreement shall extend to any Pole on which the Attachment of Licensee's Communications Facilities would result in a forfeiture of RMU's rights. Any Permit, which on its face would cover Attachments that would result in forfeiture of RMU's rights, is invalid. Further, if any of Licensee's existing Communications Facilities, whether installed pursuant to a valid Permit or not, would cause such forfeiture, Licensee shall promptly remove its Facilities upon receipt of written notice from RMU. Notwithstanding the forgoing, Licensee shall have the right to contest any such forfeiture before any of its rights are terminated under the Agreement provided that Licensee shall indemnify RMU for any actual damages that may result during Licensee's challenge. RMU will perform such removal at Licensee's expense no sooner than the expiration of thirty (30) calendar days from RMU's issuance of the written notice.
- D. Effect of Consent to Construction/Maintenance. Consent by RMU to the construction or maintenance of any Attachments by Licensee shall not be deemed consent, authorization or an acknowledgment that Licensee has the authority to construct or maintain any other such Attachments. It is Licensee's responsibility to obtain all necessary approvals for each Attachment from all appropriate parties or agencies.

VI. PERMIT APPLICATION PROCEDURES

- A. Permit Required. Licensee shall not install any new Attachments, Overlash existing Attachments or perform Substantial Construction or Modification on any Pole without first applying for and obtaining a Permit pursuant to the applicable requirements of Appendix B. No Permit shall be required for prior existing authorized Attachments, Overlashing or Service Drops. No Permit shall be required for routine maintenance or installing Service Drops from Poles with existing authorized Attachments. Attachments to or rights to occupy Utility Facilities not covered by this Agreement, including ducts or conduits must be separately negotiated.
- B. Permits for Overlashing. As set out in Article II, Paragraph L, Permits are required for any Overlashing other than for maintenance allowed under this Agreement and Licensee, Licensee's Affiliate or third party, as applicable, shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- C. RMU Review of Permit Application. Upon receipt of a properly executed Application for Permit (Appendix C), RMU will review the Permit Application and discuss any issues with Licensee, including engineering or Make-Ready Work requirements associated with the Permit Application. RMU acceptance of the

submitted design documents does not relieve the certifying professional engineer and Licensee of full responsibility for any errors and/or omissions in the engineering analysis.

- D. Review Period. RMU shall review and respond to “Minor” Permit Applications-less than ten (10) Attachments/Poles-within thirty (30) days of receipt. RMU shall review and respond to “Major” Permit Applications-ten (10) or more Attachments/Poles-within sixty (60) days of receipt.
- E. Expedited Review.
 - 1. In instances where Licensee notifies RMU of an immediate need to make new Attachments, Overlash existing Attachments or perform Substantial Construction or Modification, and provides information as to the need for an expedited review process, RMU will review and either authorize the activity or indicate the Make-Ready work necessary for such activity within fifteen (15) calendar days of RMU’s receipt. RMU reserves the rights to charge Licensee for any overtime or other applicable costs that it incurs in meeting a request for an expedited review.
 - 2. In the event that RMU does not respond within fifteen (15) calendar days of receipt of the request for expedited review with respect to Overlashing existing Attachments, the Licensee shall be allowed to perform Overlashing activity at its sole risk, and by doing so agrees to indemnify RMU for any and all liability stemming from such Overlashing activity. The above notwithstanding, any such Overlashing activity shall be subject to subsequent review by RMU.
 - 3. Provided, however, that all such requests for expedited review shall apply to no more than fifty (50) Poles, and only one request for an expedited review may be pending at any particular time. If Licensee has a near term need to work on more than fifty (50) Poles both parties agree to work in good faith to process those portions of the application that can, and need to be immediately addressed, while mutually agreeing to a reasonable extension of the review process for other portions of the proposed project.
- F. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee’s Attachments, RMU or its contractors shall perform such work pursuant to Article VII.
- G. Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, RMU will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s).

VII. MAKE-READY WORK/INSTALLATION

- A. Estimate for Make-Ready Work. In the event RMU determines that it can accommodate Licensee's request for Attachment(s), including Overlashing of an existing Attachment, it will advise, upon request, Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- B. Payment of Make-Ready Work. RMU, at its discretion, may require payment in advance for Make-Ready Work based upon the estimated cost of such work. Upon completion, Licensee shall pay RMU 's actual cost of Make-Ready Work. The cost of Make-Ready Work shall not include the cost to RMU of correcting any existing safety or clearance issues that are detected in the process of performing Make-Ready Work for Licensee's Attachments to the extent such issues are not directly related to Licensee's Communication's Facilities.
- C. Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by RMU and/or a contractor authorized by RMU to perform such work. If RMU cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within thirty (30) calendar days of Licensee's request for Attachments, Licensee may notify RMU in writing of its intent to employ a qualified contractor to perform such work, and shall specify when such work shall be performed. In all instances all "qualified contractors" must be pre-approved by RMU for such work on an annual basis.
- D. Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, RMU will endeavor to include such work in its normal work schedule. In the event Licensee requests that RMU perform the Make-Ready Work on a priority basis or outside of RMU's normal work hours, Licensee agrees to pay any resulting increased costs. RMU is not hereby required to perform Licensee's work before other scheduled work or RMU service restoration.
- E. Submission of Installation Plans Required. Before commencing any installation of its Communications Facilities on RMU's Poles, including Overlashing of existing Attachments, Licensee shall provide a copy of Licensee's plans for installation, which shall accompany the Permit application, including the name of the party (Licensee and/or contractor) performing such work and the approximate date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XVIII.
- F. Licensee's Installation/Removal/Maintenance Work.
 - 1. Licensee shall perform all installation, removal, and maintenance work at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely affect the structural integrity of RMU's Poles or

Facilities or any other Attaching Entity’s facilities or equipment attached thereto.

- 2. All of Licensee’s installation, removal, and maintenance work performed on RMU's Poles or near or in other RMU Facilities, either by its employees or contractors, shall comply with all applicable regulations specified in Article IV, Paragraph A. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is fully qualified and familiar with all Applicable Standards, the provisions of Article XVII, and the Minimum Design Specifications contained in Appendix D.

VIII. TRANSFERS

- A. Required Transfers of Licensee's Communications Facilities. If RMU reasonably determines that a transfer of Licensee's Communications Facilities is necessary, subject to the terms of this Agreement, Licensee agrees to allow such transfer. In such instances, RMU will, at its option, either perform the transfer using its personnel, and/or contractors and/or require Licensee to perform such transfer within thirty (30) calendar days after receiving notice from RMU; provided that such 30 day period shall be extended as necessary, if under then existing circumstances (e.g., multiple requests pending at the same time), transfer cannot be reasonably accomplished within said 30 day period. The costs of such transfers shall be apportioned as specified under Article IX. If Licensee fails to transfer its Facilities within thirty (30) calendar days (or extended period, as applicable) after receiving such notice from RMU, RMU shall have the right to transfer Licensee's Facilities using its personnel and/or contractors at Licensee's expense. RMU shall not be liable for damage to Licensee's Facilities except to the extent provided in Article XVI, Paragraph A.

IX. POLE MODIFICATIONS AND/OR REPLACEMENTS

- A. Licensee’s Action Requiring Modification/Replacement. If any Pole to which Licensee desires to make Attachment(s) is unable to support or accommodate the additional facilities in accordance with all Applicable Specifications, RMU will notify Licensee of the necessary Make-Ready Work, and associated costs, to provide an adequate Pole, including but not limited to replacement of the Pole and rearrangement or transfer of RMU’s Facilities. Licensee shall be responsible for separately entering into an agreement with other Attaching Entities concerning the allocation of costs for the relocation or rearrangement of such entities’ existing Attachments. If Licensee elects to go forward with the necessary changes, Licensee shall pay to RMU the actual cost of the Make-Ready Work, performed by RMU, per Article III, Paragraph I. RMU, at its discretion, may require advance payment.
- B. Treatment of Multiple Requests for Same Pole. If RMU receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) calendar days of the initial request, and accommodating their respective

requests would require modification or replacement of the Pole, RMU will allocate among such licensees the applicable costs associated with such modification or replacement. Such allocation applies only to those Attachments involving cable/wire and not Risers and/or Other Equipment.

- C. Guying. If use of guying to accommodate Licensee's Attachments is required, Licensee shall provide the same, at the expense of Licensee, and to the satisfaction of RMU as specified in Appendix D. Licensee shall not make new attachments of its guy wires to RMU's anchors without prior written permission of the RMU.
- D. Allocation of Costs. RMU shall allocate the costs for any rearrangement or transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of RMU's cables or wires) to RMU and/or Licensee and/or other Attaching Entity on the following basis:
 - 1. If RMU intends to modify or replace a Pole solely for its own requirements, it shall be responsible for the costs related to the modification/replacement of the Pole. Licensee, shall not be responsible for costs associated with the rearrangement or transfer of Licensee's Communications Facilities, except and to the extent necessary in connection with RMU's core electric service requirements. Prior to any such modification or replacement, RMU shall provide Licensee written notification of its intent in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. Should Licensee so elect, it must seek RMU's written permission per the Agreement. The notification requirement of this Paragraph D. I shall not apply to routine maintenance or emergency situations. If Licensee elects to add to or modify its Communications Facilities, Licensee shall bear the incremental costs incurred by RMU in making the space on the Poles accessible to Licensee.
 - 2. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than RMU or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement, as well as the costs for rearranging or transferring Licensee's Communications Facilities. Licensee shall cooperate with such third-party Attaching Entity to determine the costs of moving Licensee's facilities.
 - 3. If RMU must modify or replace the pole for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), RMU shall pay the costs of such modification or replacement, provided however, that Licensee shall be responsible for the costs of rearranging or transferring its Communications Facilities. In the event such pole

modification or replacement is necessitated by a road widening or similar project and RMU receives compensation therefor, RMU shall reimburse Licensee its pro-rata costs of rearranging its facilities from said amount.

- E. No provision of this Agreement shall be construed to require RMU to relocate its Attachments or modify/replace its Poles for the benefit of Licensee, provided, however, any denial by RMU for modification of the pole is based on nondiscriminatory standards of general applicability.

X. ABANDONMENT OR REMOVAL OF RMU FACILITIES

- A. Notice of Abandonment or Removal of RMU Facilities. If RMU desires at any time to abandon or remove any RMU Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect at least sixty (60) calendar days prior to the date on which it intends to abandon or remove such RMU Facilities. Notice may be limited to thirty (30) calendar days if RMU is required to remove or abandon its RMU Facilities as the result of the action of a third party and the greater notice period is not practical. Such notice shall indicate whether RMU is offering Licensee an option to purchase the Pole(s). If, following the expiration of said period, Licensee has not yet removed and/or transferred all of its Communications Facilities therefrom or, if applicable, has not entered into an agreement to purchase the RMU Facilities pursuant to Paragraph B of this Article, RMU shall have the right, subject to any applicable laws and regulations, to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense. RMU shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.
- B. Option to Purchase Abandoned Poles. Should RMU desire to abandon any Pole, RMU, in its sole discretion, may grant Licensee the option of purchasing such Pole at a reasonable rate, taking into consideration the depreciated value of the pole, negotiated with RMU. Licensee must notify RMU in writing within thirty (30) calendar days of the date of RMU's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals and easements allowing Licensee to independently own and access the Pole within forty-five (45) calendar days. Should Licensee fail to secure the necessary governmental approvals, or should RMU and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) calendar days, Licensee must remove its Attachments as required under Paragraph A of this Article X.

XI. REMOVAL OF LICENSEE'S FACILITIES

Removal on Expiration/Termination. At the expiration or other termination of this License Agreement or individual Permit(s), Licensee shall remove its Communications Facilities from the affected Poles at its own expense within 120 calendar days of written notice of termination. If Licensee fails to remove such facilities within one hundred twenty (120) calendar days of

expiration or termination or some greater period as allowed by RMU, RMU shall have the right to have such facilities removed at Licensee's expense.

XII. TERMINATION OF PERMIT

- A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole(s) covered by the Permit. Notwithstanding the forgoing, Licensee shall have the right to contest any such expiration or denial of authority before any of its rights are terminated under the Agreement provided that Licensee shall indemnify RMU for any actual damages that may result during Licensee's challenge.
- B. Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal Licensee must notify RMU in writing of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XVIII. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the provisions of this Article, but fails to remove its Attachments from RMU's Poles within thirty (30) calendar days thereafter, RMU shall have the right to remove Licensee's Attachments at Licensee's expense. Following removal of its facilities, Licensee shall not thereafter owe any further amounts for such attachments, except for amounts accruing up to the date of removal.

XIII. INSPECTION OF LICENSEE'S FACILITIES

- A. Inspection.
 - 1. Initial Inspection. Within the first year of this Agreement, RMU reserves the right to inspect all of Licensee's existing Attachments, utilizing RMU's employees, or contractors at RMU's expense.
 - 2. Subsequent Inspections. Thereafter, RMU shall have the right at any time (but no more often than one time every five (5) years) to make periodic inspections of Licensee's Communications Facilities, utilizing its employees and/or contractors. In the event such inspection shows 5% or greater deviation between authorized attachments and actual attachments, Licensee shall reimburse RMU its reasonable costs of the audit (equitably apportioned among all attachers).
- B. Notice. RMU will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until Licensee has receive written notice. RMU shall afford Licensee the opportunity to participate in such audits and

shall develop a detailed report of the findings uncovered in such inspections and shall share such report with Licensee.

- C. Duty of Full Compliance. Licensee agrees to bring its Attachments into full compliance with this Agreement promptly after receipt of notice in the event that any inspection determines that Licensee does not comply with this Agreement.
- D. No Liability. The making of any inspections under this Article XIII, or the failure to do so, shall not operate to impose upon RMU any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations, or liability, whether Licensee assumes under this Agreement, or otherwise existing.

XIV. UNAUTHORIZED OCCUPANCY OR ACCESS

- A. Penalty Fee. If any of Licensee’s Attachments are found occupying any Pole for which no Permit has been issued and for which an Annual Attachment fee is owed and not paid hereunder, RMU, without prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Access Penalty Fee as specified in Appendix A, Item 3.
- B. No Ratification of Unlicensed Use. No act or failure to act by RMU with regard to said unlicensed use shall ratify the unlicensed use. If any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by RMU of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement in regards to said unauthorized use from its inception.

XV. ADVANCEPAYMENT

RMU holds the right to require, at its sole discretion, that Licensee furnish Advance Payment for each new Attachment in the amount of the first Annual Attachment Fee as specified in Appendix A, Item 1 plus any estimated Make-Ready Work expenses.

XVI. LIABILITY AND INDEMNIFICATION

- A. Liability. RMU reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its service requirements. Licensee agrees to use RMU’s Poles at Licensee's sole risk. Notwithstanding the foregoing, RMU shall exercise reasonable precaution to avoid damaging Licensee’s Communications Facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents or contractors. Subject to Article XVI, Paragraph F, RMU agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of such facilities damaged by the gross negligence or willful misconduct of RMU. However, the aggregate liability of RMU, to Licensee, in any fiscal year, for any other fines, penalties, claims or damages stemming from interruption of Licensee’s service or interference with the operation of Licensee's

Communications Facilities shall not exceed the amount of the total Annual Pole Attachment Fees paid by Licensee to RMU for that year as calculated based on the number of Attachments under Permit at the time of the damage per Appendix A, Item 1.

B. Indemnification. Licensee shall defend, indemnify and hold harmless RMU and its officials, officers, board members, council members, commissioners, representatives, employees, agents, attorneys and contractors, against any and all third party liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by RMU under any Workers' Compensation Laws or under any plan for employees' disability and death benefits), and expenses (including reasonable attorney fees of RMU and all other costs and expenses of litigation) ("Covered Claims") arising in any way, including any act, omission, failure, negligence or willful misconduct, in connection with the construction, maintenance, repair, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, and employees, agents and contractors of Licensee's Communications Facilities, except to the extent of RMU's gross negligence or willful misconduct giving rise to such Covered Claims. Such Covered Claims include, but are not limited to, the following:

1. Intellectual property infringement, libel, and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
2. Cost of work performed by RMU that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents and contractors to install, maintain, use, transfer or remove Licensee's Communications Facilities in accordance with the requirements and specifications of this Agreement, or from any other work this Agreement authorizes RMU to perform on Licensee's behalf;
3. Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, and contractors pursuant to this Agreement;
4. Liabilities incurred as a result of Licensee's and Licensee's officers, directors, employees, agents, and contractors violation, of any law, rule, or regulation of the United States, the State of Illinois or any other governmental entity or administrative agency.

Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages.

C. Procedure for Indemnification.

1. RMU shall give notice promptly to the Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against RMU, the notice shall be given to Licensee by RMU no later than ten (10) calendar days after written notice of the action, suit or proceeding was received by RMU.
2. Failure to give timely notice will not relieve the Licensee from its obligation to indemnify RMU, unless the Licensee is materially prejudiced by such failure.
3. The Licensee will have the right at any time, by notice to the RMU, to participate in or assume control of the defense of the claim with counsel of its choice. The RMU agrees to cooperate fully with the Licensee. If the Licensee assumes control of the defense of any third-party claim, RMU shall have the right to participate in the defense at its own expense. If the Licensee does not so assume control or otherwise participate in the defense of any third-party claim, the results obtained by the RMU with respect to the claim shall bind Licensee.
4. If the Licensee assumes the defense of a third-party claim as described above, RMU will not admit any liability with respect to, or settle, compromise or discharge, any third-party claim without the Licensee's prior written consent. RMU will agree to any settlement, compromise, or discharge of any third-party claim that the Licensee may recommend which releases the RMU completely from such claim.

D. Environmental Hazards. Licensee represents and warrants that, except for batteries, its use of RMU's Poles will not generate any hazardous substances and that it will not store or dispose any hazardous substances on or about RMU's Poles. Licensee will not transport any hazardous material to RMU's Poles and Licensee warrants that Licensee's Communications Facilities will not constitute or contain and/or generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect including any amendments. "Hazardous substance" means any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous, toxic, or radioactive substance, or other similar term by any federal, state, or local laws, regulations, or rules now or hereafter in effect including any amendments. The meaning of 'hazardous substance' shall be given its broadest possible meaning. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Licensee, and its agents, contractors and subcontractors, shall defend, indemnify and hold harmless RMU and its respective officials, officers, board members, council members,

commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to RMU 's Poles attributable to Licensee's use of RMU's Poles.

- E. Hazardous Waste. Should RMU's Poles be declared hazardous waste, except to the extent caused by Licensee (for which Licensee shall be responsible), RMU shall be solely responsible for the cost of disposal of said Poles. If the source or presence of the hazardous substance is attributable to particular parties, such costs shall be proportionately borne by said parties.
- F. Municipal Liability Limits. No provision of this Agreement shall be a waiver for any purpose by RMU of any applicable State limits on municipal liability. No indemnification provision contained in this Agreement under which Licensee indemnifies RMU shall limit any other indemnification provision contained in this Agreement.

XVII. DUTIES, RESPONSIBILITIES, AND EXCULPATION

- A. Duty to Inspect. Licensee acknowledges and agrees that RMU does not warrant the condition or safety of RMU's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect RMU's Poles and/or premises surrounding the Poles, prior to commencing any work on RMU's Poles or entering the premises surrounding the Poles.
- B. Knowledge of Work Conditions. By executing this Agreement, Licensee warrants that it has acquainted, or will fully acquaint, itself and its employees and/or contractors and agents with the conditions relating to the work that Licensee will undertake under this Agreement and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.
- C. **DISCLAIMER. RMU MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO RMU'S POLES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS, ALL OF WHICH RMU DISCLAIMS, AND RMU MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN THIS AGREEMENT.**
- D. Duty to Competent Supervision and Performance. The parties agree, that Licensee and its agents, servants, employees, contractors and subcontractors will work, pursuant to this agreement, near electrically energized lines, transformers, or other RMU Facilities. The parties agree that Licensee will not interrupt energy therein during the continuance of this Agreement, except in an emergency endangering life,

grave personal injury, or property. Licensee shall ensure that its employees, servants, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of RMU, and the public, from harm or injury while performing work permitted pursuant to this Agreement. In addition, Licensee shall furnish its employees with competent supervision and sufficient and adequate tools and equipment to perform their work in a safe manner. Licensee agrees that in emergency situations in which it may be necessary to de-energize any part of RMU's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

- E. Requests to De-energize. In the event RMU de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse to RMU for all costs and expenses incurred, in accordance with Article III, Paragraph I. Before RMU de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses RMU will incur in accommodating Licensee's request.
- F. Interruption of Service. In the event that Licensee causes an interruption of service by damaging or interfering with any equipment of RMU, Licensee shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting therefrom at its expense and shall notify RMU immediately.
- G. Duty to Inform. Licensee further warrants that it understands the imminent dangers (INCLUDING SERIOUS BODILY INJURY OR DEATH FROM ELECTROCUTION) inherent in the work necessary to make installations on RMU's Poles by Licensee's employees, servants, agents, contractors or subcontractors. Licensee accepts as its duty and sole responsibility to notify and inform Licensee's employees, servants, agents, contractors, or subcontractors of such dangers, and to keep them informed regarding the same.

XVIII. INSURANCE

- A. Policies Required. At all times during the term of this Agreement, Licensee shall keep in force and effect all insurance policies as described below:
 - 1. Worker's Compensation and Employers' Liability Insurance. Statutory worker's compensation benefits and employers' liability insurance with a limit of liability no less than that required by Illinois law at the time of the application of this provision for each accident. This policy shall waive subrogation in favor of RMU. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor’s coverage with Limits of liability not less than \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.
 3. Automobile Liability Insurance. Business automobile policy shall cover all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability shall be not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.
 4. Umbrella Liability Insurance. Coverage is to be in excess of the sum employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability shall be not less than \$4,000,000 each occurrence, \$4,000,000 aggregate.
 5. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and RMU structures, fencing, or support systems that may be placed on, within, or around RMU Facilities to fully protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as “extended coverage” insurance or self-insure such exposures.
- B. Qualification: Priority: Contractors’ Coverage. All insurers providing coverage pursuant to this agreement must be authorized to do business under the laws of the State of Illinois and have a “B+” or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry, in full force and effect, worker’s compensation, and employer's liability, comprehensive general liability and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.
- C. Certificate of Insurance: Other Requirements. Upon request, Licensee will furnish RMU with a copy of a Certificate of Insurance. The Certificate shall reference this Agreement and worker's compensation and property insurance waivers of subrogation required by this Agreement. RMU, its City Council members, officers, officials, employees and representatives of RMU (collectively, “Additional Insureds”) shall be named as Additional Insureds under all of the policies, except worker's compensation, which shall be so stated on the Certificate of Insurance. All policies, other than worker's compensation, shall insure on an occurrence and not on a claims-made basis. Licensee shall defend, indemnify, and hold harmless RMU and Additional Insureds from and against payment of any deductible and payment

of any premium on any policy required under this Article. Licensee shall obtain Certificates of Insurance and provide a copy to RMU upon request.

- D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party. Said increases or decreases shall occur in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Licensee's exposure to risk.
- E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions (1) that exclude coverage of liability assumed by this Agreement with RMU except as to infringement of patents or copyrights or for libel and slander in program material, (2) that exclude coverage of liability arising from excavating, collapse, or underground work, (3) that exclude coverage for injuries to RMU's employees or agents, or (4) that exclude coverage of liability for injuries or damages caused by Licensee's contractors or contractor's employees, servants or agents. This list of prohibited provisions shall not be exclusive.
- F. Deductible/Self-insurance Retention Amounts. Licensee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

XIX. AUTHORIZATION NOT EXCLUSIVE

RMU shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use RMU Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

XX. ASSIGNMENT

- A. Limitations on Assignment. Licensee shall not assign its rights or obligations or any part of such rights or obligations, under this Agreement, without the prior written consent of RMU, and RMU shall not withhold said consent without good reason. Notwithstanding the foregoing, Licensee may assign or transfer its interest in this Agreement to Licensee's Affiliate or to any person acquiring all or substantially all of Licensee's assets or stock, without RMU's consent, if RMU is given prior written notice of such transfer.
- B. Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article XX shall be effective until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish RMU with prior written notice of the transfer or assignment, together with the name and address of the transferee or

assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under this Agreement and shall be responsible for performing any of the terms, covenants, or conditions of this Agreement, up to the date of assignment, unless RMU gives its express written consent to the release of Licensee.

- C. Sub-licensing. Without RMU's prior written consent, Licensee shall not sub-license to a non-affiliated third party, including but not limited to allowing third parties to place Attachments on RMU's Poles, including Over lashing, or to place Attachments for the benefit of such third parties on RMU 's Poles. Any such action shall constitute a material breach of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to the provisions of this Article XX, Paragraph C.

XXI. FAILURE TO ENFORCE

Failure of RMU or Licensee to act to enforce compliance with any of the terms or conditions of this Agreement or to give notice that this Agreement or any authorization granted hereunder is terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement. This agreement shall be and remain at all times in full force and effect until terminated, in accordance with the Agreement.

XXII. TERMINATION OF AGREEMENT

- A. Notwithstanding Licensee's rights under Article XII, RMU shall have the right, pursuant to the procedure set out in Article XXII, Paragraph B, to terminate this entire Agreement, or any Permit issued hereunder, whenever Licensee is in default of any term or condition of this Agreement, including but not limited to the following circumstances:
 - 1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
 - 2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority; or
 - 3. Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article XVIII.
- B. RMU will notify Licensee in writing within thirty (30) calendar days, or as soon as reasonably practicable, of any condition(s) applicable to Paragraph A. above. Licensee shall take immediate corrective action to eliminate any such condition(s) within sixty (60) calendar days, or such longer period mutually agreed to by the parties, and shall confirm in writing to RMU that the cited condition(s) has (have) ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) and/or fails to give the required confirmation, RMU may immediately

terminate this Agreement or any Permit(s). In the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, RMU may remove Licensee's Communications Facilities pursuant to the terms of Article XI. Licensee shall be liable for and pay all fees and charges pursuant to terms of this Agreement to RMU until removal of Licensee's Communications Facilities.

XXIII. TERM OF AGREEMENT

- A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years. Either party may terminate this Agreement at the end of the five (5) year term by giving to the other party written notice of an intention to terminate the Agreement at least ninety (90) calendar days prior to the end of the said term. If no such notice
- B. is given the Agreement shall automatically be extended for an additional five (5) year term. Either party may terminate the Agreement at the end of the second five (5) year term by giving to the other party written notice of an intention to terminate the Agreement at least ninety (90) calendar days prior to the end of the said second term. Upon failure to give such notice, this Agreement shall automatically continue in force until terminated by either party after ninety (90) calendar days written notice.
- B. Even after the termination of this Agreement, Licensee's responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's Communications Facilities as provided for in Article XVI.

XXIV. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

XXV. NOTICES

- A. Wherever this Agreement requires notice to be given by either party to the other, such notice shall be in writing and shall be effective when personally delivered to, or when mailed by certified mail, return receipt requested, with postage prepaid, and, except where specifically provided for elsewhere, properly addressed as follows:

If to RMU, to:

City Manager
Rochelle Municipal Utilities
420 N. 6th Street
Rochelle, IL 61068

With a copy to:

Dominick L. Lanzito
Peterson, Johnson & Murray – Chicago LLC
200 West Adams – Ste. 2125
Chicago, IL 60606
Phone: (312) 782-7150
dlanzito@pjmlaw.com

IF to Licensee, to:

Syndeo Networks, Inc.
Attn: Amit Patel
PO Box 833
St. Charles, Illinois 60174

with required written copy to:

Alternatively, notice may be given to such other person and/or address as either party, from time to time, may give the other party in writing.

- B. Licensee shall maintain a staffed 24-hour emergency telephone number, not available to the public, where RMU can contact Licensee to report damage to Licensee's facilities

XXVI. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between RMU and Licensee for placement and maintenance of Licensee's Communications Facilities on RMU's Poles within the RMU's geographical service area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

XXVII. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of the Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is

the intent of the parties that the Agreement be administered as if not containing the invalid provision.

XXVIII. GOVERNING LAW

The validity, performance and all matters relating to the effect of this Agreement and any amendment hereto shall be governed by the laws (without reference to choice of law) of the State of Illinois.

XXIX. INCORPORATION OF RECITALS AND APPENDICES

The parties hereby incorporate in this Agreement all the Recitals stated above and all appendices to the Agreement and the same constitute a part of this Agreement.

XXX. PERFORMANCE BONDS

On execution of this Agreement, Licensee shall provide to RMU a performance bond for Fifty Thousand Dollars (\$50,000.00). The bond shall be with an entity and in a form acceptable to RMU. The purpose of the bond is to ensure Licensee’s performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to RMU that arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about RMU’s Poles.

XXXI. LOCATION OF APPROVED ATTACHMENTS

RMU hereby authorizes Licensee to attach Communications Facilities to RMU Poles in the locations shown on Exhibit E. All such Attachments shall be made in accordance with the specifications on Exhibit D, and shall be deemed Permitted Attachments. All subsequent Attachments shall be made only upon issuance of a Permit in accordance with the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

City of Rochelle, by
Rochelle Municipal Utilities,
one of its departments
(ELECTRIC UTILITY)

Syndeo Networks, Inc.

(COMMUNICATIONS UTILITY)

BY: _____

BY: _____

TITLE: City Manager

TITLE:

APPENDIX A
ATTACHMENT FEES AND CHARGES

Effective Date: March 1, 2024

1. Annual Pole Rental Fee:

The annual pole rental fee for Attachments by Licensee to RMU-owned poles is \$25.00 per pole. The pole space utilized by Licensee is typically 2 feet or a portion thereof, measured from above the lowest point on the pole on which attachments can be made. The attachment fee is based on the average space, and Licensee will not be subject to additional fees for the isolated occurrences where Licensee attachments exceed the 2 feet of space.

2. Periodic Rental Fee Review/Adjustment

After this Agreement's initial five-year term, and at the end of every subsequent five-year period, the annual rental fee per pole may be adjusted. To request a rental fee adjustment, a party must send notice under Article XXV to the other party 180 days before the end of the applicable five-year period. The new annual rental fee will apply effective the annual billing after the parties mutually agree to the new rental fee amount.

3. Unauthorized Attachment Penalty Fee, per pole:

Three (3) times the annual pole rental fee.

APPENDIX B**POLE ATTACHMENT PERMIT APPLICATION PROCESS**

The following procedure is to be followed by Licensee when seeking to make or remove Attachments on or from RMU's Poles. Note that no entity may make any Attachments to RMU's Poles without having first entered into a binding Pole Attachment Licensing Agreement.

1. Licensee shall submit a properly executed Application for Permit (Appendix C), including the Pre-Permit Survey.
2. Following the Pre-Permit Survey, RMU will review the Permit Application and discuss any issues with Licensee including engineering or Make-Ready Work requirements associated with the Permit Application.
3. Upon receipt of written authorization, RMU will proceed with Make-Ready Work according to the specific agreed upon installation plans and the terms of the Agreement, including if necessary, payment for the Make-Ready Work charges as set out by RMU and agreed to by the Licensee.
4. RMU will sign and return the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed upon installation plans.

SUBMITTED:

Attaching Utility _____

By _____

Name: _____

Title _____

Date _____

APPROVED:

Owner Utility _____

By _____

Name: _____

Title _____

Date _____

APPENDIX D

SPECIFICATIONS FOR JOINT-USE POLE AGREEMENT

- A. Applicable Standards. Each party will comply with all applicable engineering and safety standards governing the installation, maintenance and operation of Facilities and the performance of all work in or around Electric Facilities, including the most current versions of National Electric Safety Code (“NESC”), the National Electrical Code (“NEC”), The Blue Book Manual of Construction Procedures (Telcordia Technologies SR-1421), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of Utility or other federal, state or local authority with jurisdiction over Utility Facilities. In all instances of conflict between standards the stricter standard shall be applied unless specifically waived in writing by the RMU.
- B. Pre-Existing Attachments. [Omitted].
- C. Clearances
 - 1. Attachment and Cable Clearances: Attachments on poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the NESC.
 - 2. Service Drop Clearance: The parallel minimum separation between Electric Utility Service Drops and Communications Utility Service Drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches.
 - 3. Sag and Mid-Span Clearances: Licensee will leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span.
 - 4. Vertical Risers: All Risers, including those for power feed for equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead attached to the pole. A two-inch (2”) clearance in any direction from cable, bolts clamps, metal supports and other equipment shall be maintained.
 - 5. Climbing Space: A clear Climbing Space must be maintained at all times on the quarter face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the quarter face of the pole. Attachments shall be placed on the same side of the Pole as those of other licensees. In general, all other Attachments and Risers should be placed on Pole quarter faces.

- D. **Tagging Attachments.** For an Attachment placed after this Agreement's effective date, a party will place an identification tag on the pole or Attachment. The parties acknowledge that an Attachment placed prior to this Agreement's effective date may not have an identifying pole tag. But if a party performs work on a joint-use pole or Attachment, it will tag the pole or Attachment. If Licensee removes all of its Attachments from a joint-use pole, it also will remove all of its identifying tags.
- E. **Tagging Poles.** RMU will place an ownership identification tag on its poles placed after this Agreement's effective date. The parties acknowledge that a pole placed prior to this Agreement's effective date may not have an identifying pole tag. If a party performs work on a pole or Attachment, it will tag the pole.
- F. **Notice.** If either party becomes aware that the other party is not complying with the specifications in this Appendix, that party must send notice under Article XXV to the other party identifying each known noncompliance. The other party must remedy the noncompliance within 90 days of its receipt of the notice or within the time mutually agreed by the parties in writing.
- G. **Joint Use Contacts.** Within ten days of the effective date of this Agreement, each party will provide the other with a list of persons who will serve as joint use contacts for this Agreement. Each party will endeavor to keep this list of contacts current by sending the other party updated information promptly after a contact changes.

APPENDIX E
LOCATION OF APPROVED ATTACHMENTS
(TO BE INSERTED)

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE ATTACHMENT AGREEMENT WITH SYNDEO NETWORKS, INC.” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May, 2024.

CITY CLERK

File Attachments for Item:

9. An Ordinance Authorizing the Execution of a Joint Funding Agreement for Federally Funded Construction between the City of Rochelle and Illinois Department of Transportation for the Creston/Caron Road Project (FAU5447) from Caron Road to I-39 and North to 7th Avenue with Section No. 20-00116-00-RS and a Resolution Authorizing up to \$425,000 for the Creston/Caron Road Reconstruction Project (C-92-047-21)

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING 5/13/2024**

SUBJECT: Local Agency Agreement for federal participation for STU Funds for the project known as Creston/Caron Rd (FAU 5447) from Caron Rd to I-39 and north to 7th Ave with Sec No. 20-00116-00-RS

Staff Contact: Sam Tesreau, City Engineer

Summary: Creston Road and Caron Rd have been identified in the 5 year CIP plan as a transportation infrastructure requiring significant rehabilitation due to the increase in ADT and 80k # truck traffic since it's reconstruction in 2001. The project was contemplated to be funded solely through available MFT funds. However, the City Engineering Department staff applied for potential/available funds from the IDOT Federal STU program in early 2023. That same year the department notified the City Engineer that the project met the criteria for the IDOT LAFO program and could be funded in part with or whole based upon cost and available grant funding.

After developing project scope and estimates of cost nearly \$1.3M in STU and COVID relief funds were approved for the project. This Federal participation will leave the City with approximately \$312,000 for its share of the project pending final bids and award of the project (refer to Division of Cost schedule#1). The project is over 2 miles in length, primarily consisting of significant HMA base and surface removal and replacement along with new HMA shoulders, and will extend along Creston Road from the I-39 overpass to Caron Road and north along Caron Rd to the UPRR. The project is expected to bid in June, on the IDOT letting, and begin construction by end of August 2024.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
CIP 36-00	\$425,000 (LA share)	Estimated \$312,000 (LA share) Resolution appropriation \$425,000

Strategic Plan Goal Application:

infrastructure effectiveness and improvement short term complex

Recommendation:

- Consider approval for the Joint Funding Agreement for Federally Funded Construction (BLR05310C) for the Creston and Caron Rd project from I-39 overpass to Caron Rd to 7th Avenue and that the agreement be executed by City officials as identified in the agreement.

- Consider a Resolution, in the general form as identified in the agreement, to appropriate funds to match the required funding to complete the improvement or pass a supplemental resolution to appropriate additional funds for the completion of the project.

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Rochelle		Ogle	20-00116-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU, STATE	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-92-047-21	V0FE(671)

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Caron Rd	FAU 5458	0.51	01.02	01.53
Location Termini 7TH AVE to 0.1 MI S of Creston RD				
Current Jurisdiction		Existing Structure Number(s)		
Rochelle				
		<input type="button" value="Remove"/>		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Creston RD	FAU 5447	01.61	00.99	02.60
Location Termini 0.1 MI W of Caron RD to I-39 Overpass				
Current Jurisdiction		Existing Structure Number(s)		
Rochelle				
		<input type="button" value="Remove"/>		

PROJECT DESCRIPTION

HMA surface removal and replacement with minor patching areas, and associated pavement striping.

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

I. GENERAL

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

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

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

II. REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

III. AUDIT AND RECORD RETENTION

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

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

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

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

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

IV. LPA FISCAL RESPONSIBILITIES

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

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

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

V. THE LPA AGREES

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

VI. THE STATE AGREES

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

Local Public Agency

Section Number

State Job Number

Project

Section VI, Item 9.

City of Rochelle

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C9204721

V0FE(671)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

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

Local Public Agency	Section Number	State Job Number	Project
City of Rochelle	20-00116-00-RS	C9204721	V0FE(671)

AGREEMENT SIGNATURES EXECUTION

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Bearrows

Title of Official

Mayor

Signature

Date

--	--

The above signature certifies the agency's TIN number is

366006075 conducting business as a Governmental Entity.

DUNS Number 010231009

UEI JW8MLB1DN8L4

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

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

Date

--	--

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

Date

--	--

Michael Prater, Acting Chief Counsel

Date

--	--

Vicki Wilson, Chief Fiscal Officer

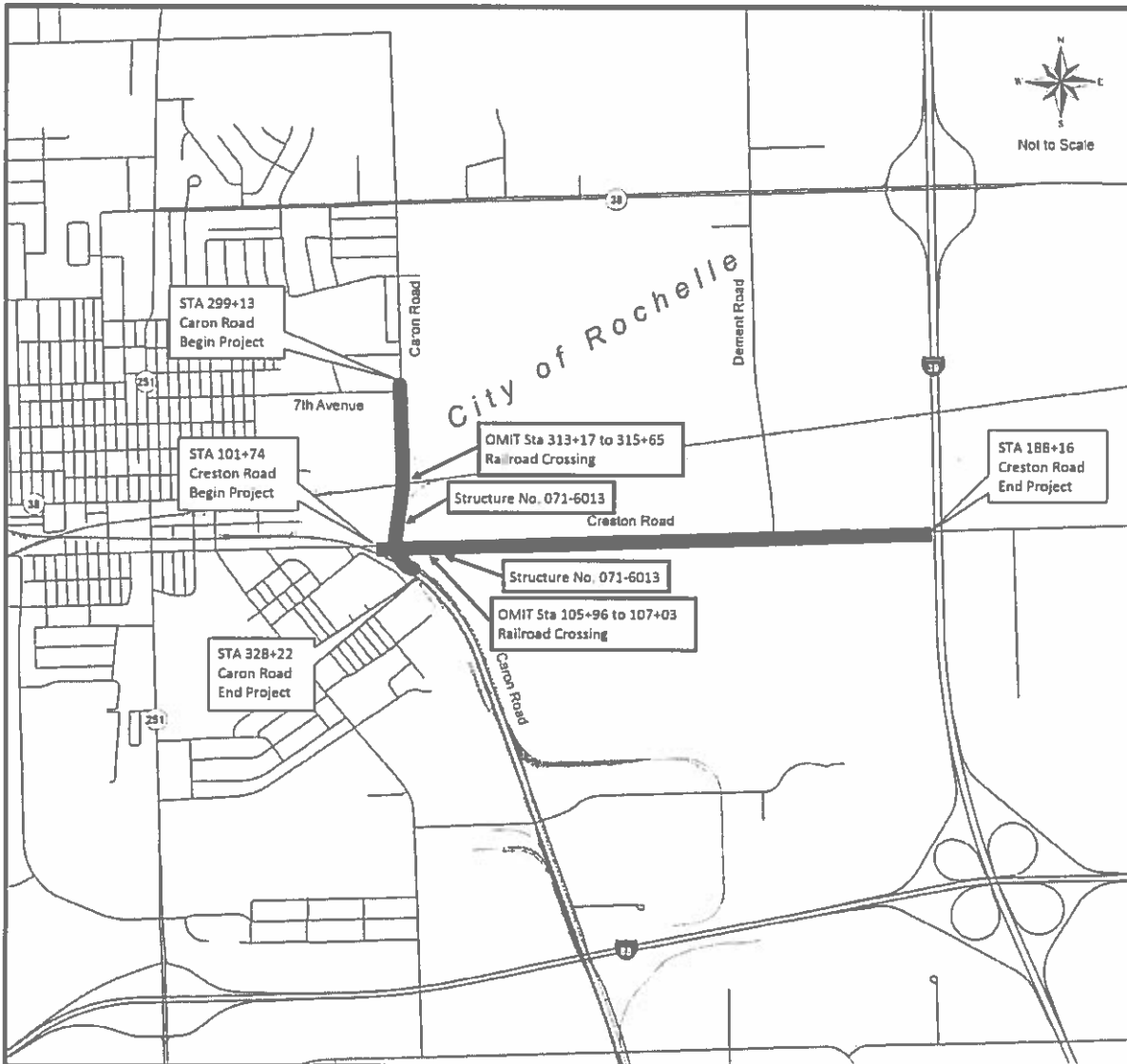
Date

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

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

LOCATION MAP
STREET RESURFACING PROJECT
FAU 5458 (CARON ROAD) - CRESTON RD. TO 7TH AVE
FAU 5447 (CRESTON RD) - CARON RD TO I-39
SECTION: 20-00116-00-RS
PROJECT: V0FE(671)
JOB NO: C-92-047-21
CITY OF ROCHELLE
OGLE COUNTY
CONTRACT NO: xxxxx



Schedule 2
Location Map
C-92-047-21
Page 1 of 1



City of Rochelle
Engineering Department
1030 S. 7th Street
Rochelle, IL 61068

SCHEDULE NUMBER 3

Local Public Agency: **City of Rochelle** Section Number: **20-00116-00-RS** County: **Ogle** State Job Number: _____ Project Number: _____

LRS Federal Funds RISK ASSESSMENT

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

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

180

District Review Signature & Date Tyler M Gould Digitally signed by Tyler M Gould Date: 2024.03.15 12:34:50 -05'00'	Central Office Review Signature & Date Teresa Cline Digitally signed by Teresa Cline Date: 2024.03.27 14:30:35 -05'00'
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Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
City of Rochelle	20-00116-00-RS	C9204721	V0FE(671)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

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

Yes No

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

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

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

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

Yes No

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

Yes No

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

Yes No

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

Name	Title	LPA
Chris Carrott	Finance Director	City of Rochelle

Signature & Date

Chris Carrott 3/13/24

City of Rochelle

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Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

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

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

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

WHEREAS, the improvement requires matching funds; and

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

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

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

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

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

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

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

(seal)

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Rochelle		Ogle	20-00116-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU, STATE	N/A	N/A	N/A

Construction

State Job Number	Project Number
C-92-047-21	V0FE(671)

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Caron Rd	FAU 5458	0.51	01.02	01.53
Location Termini				
7TH AVE to 0.1 MI S of Creston RD				
Current Jurisdiction		Existing Structure Number(s)		
Rochelle				
		<input type="button" value="Remove"/>		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Creston RD	FAU 5447	01.61	00.99	02.60
Location Termini				
0.1 MI W of Caron RD to I-39 Overpass				
Current Jurisdiction		Existing Structure Number(s)		
Rochelle				
		<input type="button" value="Remove"/>		

PROJECT DESCRIPTION

HMA surface removal and replacement with minor patching areas, and associated pavement striping.

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

I. GENERAL

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

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

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

II. REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

III. AUDIT AND RECORD RETENTION

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

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

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

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

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

IV. LPA FISCAL RESPONSIBILITIES

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

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

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

V. THE LPA AGREES

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

VI. THE STATE AGREES

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

Local Public Agency

Section Number

State Job Number

Project

Section VI, Item 9.

City of Rochelle

20-00116-00-RS

C9204721

V0FE(671)

6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

- a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
- b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

SCHEDULES

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

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

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

Local Public Agency	Section Number	State Job Number	Project
City of Rochelle	20-00116-00-RS	C9204721	V0FE(671)

AGREEMENT SIGNATURES EXECUTION

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Bearrows

Title of Official

Mayor

Signature

[Signature box]

Date

[Date box]

The above signature certifies the agency's TIN number is 366006075 conducting business as a Governmental Entity.

DUNS Number 010231009

UEI JW8MLB1DN8L4

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature box]

Date

[Date box]

By:

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

[Signature box]

Date

[Date box]

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

[Signature box]

Date

[Date box]

Michael Prater, Acting Chief Counsel

[Signature box]

Date

[Date box]

Vicki Wilson, Chief Fiscal Officer

[Signature box]

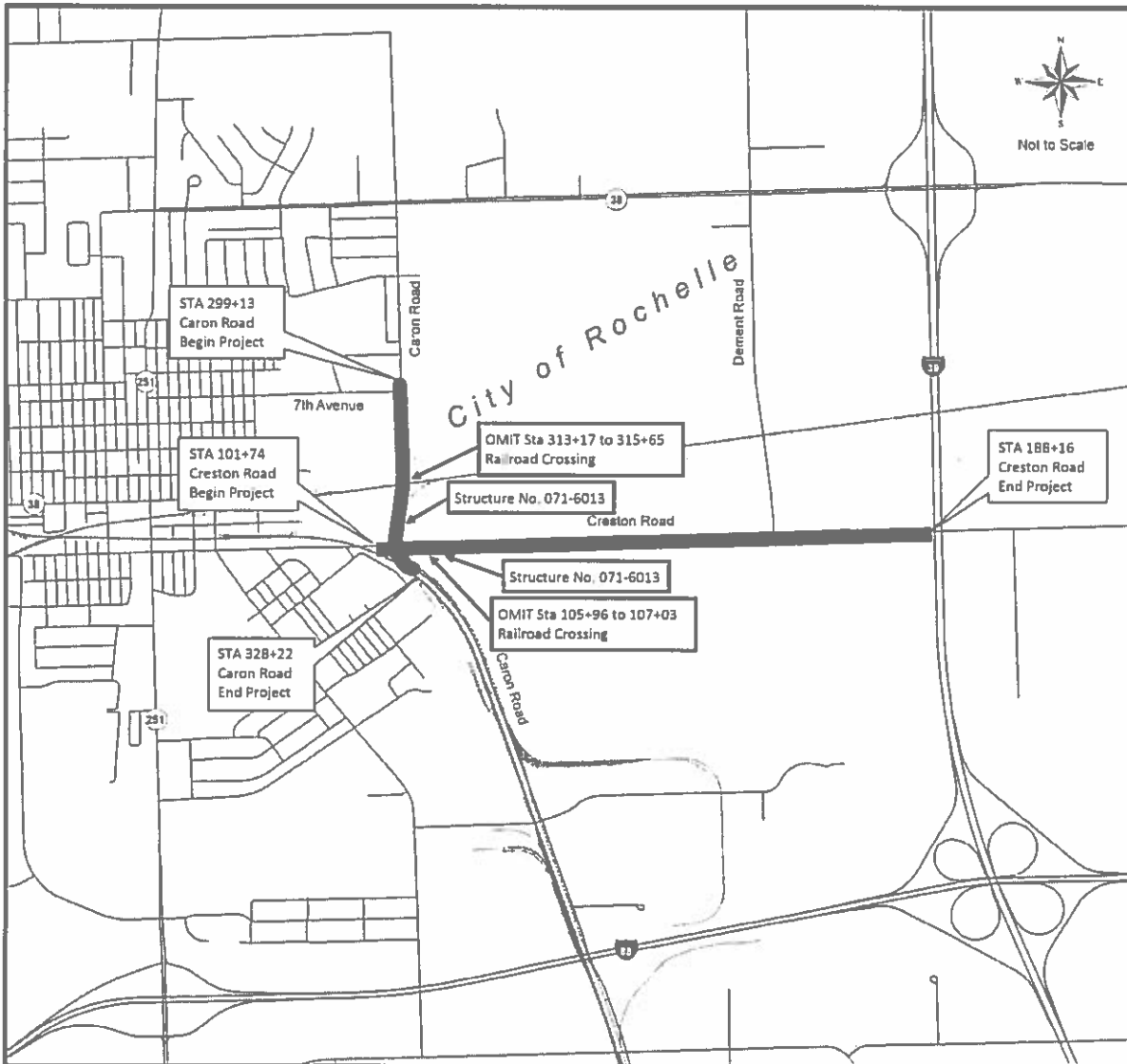
Date

[Date box]

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

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

LOCATION MAP
STREET RESURFACING PROJECT
FAU 5458 (CARON ROAD) - CRESTON RD. TO 7TH AVE
FAU 5447 (CRESTON RD) - CARON RD TO I-39
SECTION: 20-00116-00-RS
PROJECT: V0FE(671)
JOB NO: C-92-047-21
CITY OF ROCHELLE
OGLE COUNTY
CONTRACT NO: xxxxx



Schedule 2
Location Map
C-92-047-21
Page 1 of 1



City of Rochelle
Engineering Department
1030 S. 7th Street
Rochelle, IL 61068

SCHEDULE NUMBER 3

Local Public Agency: **City of Rochelle** Section Number: **20-00116-00-RS** County: **Ogle** State Job Number: _____ Project Number: _____

LRS Federal Funds RISK ASSESSMENT

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

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

District Review Signature & Date Tyler M Gould Digitally signed by Tyler M Gould Date: 2024.03.15 12:34:50 -05'00'	Central Office Review Signature & Date Teresa Cline Digitally signed by Teresa Cline Date: 2024.03.27 14:30:35 -05'00'
--	--

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
City of Rochelle	20-00116-00-RS	C9204721	V0FE(671)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

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

Yes No

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

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

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

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

Yes No

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

Yes No

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

Yes No

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

Name	Title	LPA
Chris Carrott	Finance Director	City of Rochelle

Signature & Date

Chris Carrott 3/13/24

City of Rochelle

20-00116-00-RS

C9204721

V0FE(671)

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

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

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

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

WHEREAS, the improvement requires matching funds; and

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

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

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

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

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

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

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

(seal)

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING UP TO \$425,000 FOR THE CRESTON-CARON ROAD
RECONSTRUCTION PROJECT WITH SEC#20-00116-00-RS (C-92-047-21)**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING UP TO \$425,000 FOR THE CRESTON-CARON ROAD RECONSTRUCTION PROJECT WITH SEC#20-00116-00-RS (C-92-047-21)

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City of Rochelle has been planning in it’s CIP to upgrade Creston Road and Caron Roads as traffic has greatly increased on these roads since 2001; and

WHEREAS, the cost of upgrading these roads is estimated to be nearly \$1.6 million dollars and was originally planned to be solely funded through motor tax fuel funds; and

WHEREAS, after developing the project scope and estimates of cost, the City has applied for and qualified for Federal Surface Transportation – Urban funds and State Covid Relief funds; and

WHEREAS, with the use of federal and state funding the City’s estimated contribution is \$312,000, (a copy of the Joint Funding Agreement is attached herein as Exhibit A); and

WHEREAS, in order to account for any change orders or extension of work, the City Engineering Dept. is asking for an additional \$113,000 in contingency funds; and

WHEREAS, the City Engineering Dept. is requesting an amount not to exceed \$425,000 to be appropriated to fund the City’s portion of the Creston-Caron reconstruction project with Sec#20-00116-00-RS (C-92-047-21); and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to approve funding in an amount not to exceed \$425,000 for the Creston-Caron Road Project.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorizes and appropriates \$425,000, or as much as may be needed, to match the required funding to complete the proposed improvements from motor fuel tax or other local funds and furthermore agrees to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the Creston-Caron Road Project with Sec# 20-00116-00-RS (C-92-047-21).

SECTION THREE: The Rochelle Mayor is hereby authorized to execute an Agreement with IDOT for the above-mentioned project.

SECTION FOUR: This Resolution will become Attachment 3 of the Agreement.

SECTION FIVE: The City Clerk of the City of Rochelle is directed to transmit three (3) copies of the Agreement and Resolution to IDOT District 2 Bureau of Local Records and Streets.

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

APPROVED THIS 13th day of May 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING UP TO \$425,000 FOR THE CRESTON-CARON ROAD RECONSTRUCTION PROJECT WITH SEC# 20-00116-00-RS (C-92-047-21)” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

SURFACE TRANSPORTATION – URBAN, ORDINANCE AUTHORIZING A JOINT FUNDING AGREEMENT NON-HOME RULE CITY OF ROCHELLE – CITY OF ROCHELLE

ORDINANCE NUMBER _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION BETWEEN THE CITY OF ROCHELLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CRESTON/CARON ROAD PROJECT (FAU 5447) FROM CARON ROAD TO I-39 AN NORTH TO 7TH AVENUE WITH SECTION NO. 20-00116-00-RS

WHEREAS, the City of Rochelle, Ogle County, Illinois has been planning to restore Creston Road and Caron Road as traffic has greatly increased on these roads since 2001; and

WHEREAS, the project qualifies for both Federal STU funding and State Covid Relief funds; and

WHEREAS, the use of City funds and State and Federal Funds requires a local agency agreement; and The MAYOR AND CITY COUNCIL of the City of Rochelle (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to enter into a Joint Funding Agreement for the Creston/Caron Road Project.

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Rochelle, Ogle County, Illinois, as follows:

Section 1. That the Agreement provides for \$1,249,000 in Federal – Surface Transportation – Urban Funds; a copy of which agreement is attached hereto and incorporated herein as Exhibit A”.

Section 2. That the Agreement provides for \$38,873.88 in State “Covid Relief Funds.”

Section 3. That the Agreement provides for the City of Rochelle to provide \$312,000 towards the project and a Resolution appropriating such funds will be approved for such minimum amount or as may be necessary for completion of the project

Section 4. That the form and substance of said Agreement (the “Agreement”), between the City

of Rochelle (the “Local Agency” or “LA”) and the Illinois Department of Transportation (the “State”) for road resurfacing and upgrades on Creston and Caron Roads as attached herein as Exhibit A is hereby approved.

Section 5. That the City Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute the agreement attached herein as Exhibit A.

Section 6. That the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement.

Section 7. That the City Clerk is directed to transmit three (3) copies of the Agreement and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

Section 8. That all ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Section 9. That this Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED by the Corporate Authorities

On May 13, 2024.

Approved _____, 2024.

City Manager,
City of Rochelle, Ogle County, Illinois

AYES: _____ NAYS: _____ ABSENT: _____

ATTEST:

City Clerk
City of Rochelle, Ogle County, Illinois

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AUTHORIZING THE EXECUTION OF A JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION BETWEEN THE CITY OF ROCHELLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CRESTON/CARON ROAD PROJECT (FAU 5447) FROM CARON ROAD TO I-39 AN NORTH TO 7TH AVENUE WITH SECTION NO. 20-00116-00-RS” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

File Attachments for Item:

10. A Resolution Amending Resolution 24-14 - Water Reclamation Rates

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Amendment to Resolution 24-14 Water Reclamation Rates

Staff Contact: Autumn Hernandez/ Adam Lanning

Summary: The Resolution 24-14 Water Reclamation Rates and Price Schedule of Utility Charges was passed on February 26th, 2024, but contained an error in Section 1-A Residential Summer Sewer Rates. The rate should read: For the purpose of calculating sewer charges for Residential Class Water customers during the summer months, not more than 125% of the Customer’s Basic Cubic Feet usage shall be used to calculate the volume sewer charge for monthly billing in April, May, June, July, August, and September. For the purposes hereof a Customer’s Base Cubic Feet Usage shall be the cubic feet of water used during the monthly billing period with an ending meter reading date on or after **March 1** of the billing year. If there is no cubic feet usage during the base period, the customer base will be 600 cubic feet.”

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A	N/A	N/A

Strategic Plan Goal Application: Core Service Delivery

Recommendation: To approve Resolution to Amend Resolution 24-14.

PRICE SCHEDULE OF UTILITY CHARGES AND RATES FOR SANITARY SEWERAGE AND WASTEWATER TREATMENT (RATES EFFECTIVE AUGUST 1, 2024)

Pursuant to Section 98-4 of the Rochelle Municipal Code, this Price Schedule provides user charges and rates for sanitary sewerage and wastewater treatment and replaces and supersedes those charges and rates previously established.

SECTION 1: Residential, Commercial and Minor Industrial

A. Residential, commercial, and minor industrial sewage which is primarily domestic in nature shall be charged the following rates:

August 1, 2024:

Rate Component Residential, Commercial, Minor Industrial Customers

Fixed Charge

Water Meter Only \$9.08 per month

Water and Sewer Meter \$90.20 per month

Basic User Rate \$3.09 per 100 Cubic Feet (748 Gallons)

IEPA Replacement \$0.45 per 100 Cubic Feet (748 Gallons)

Non-Debt Funded Projects \$1.65 per 100 Cubic Feet (748 Gallons)

Capital Recovery \$0.70 per 100 Cubic Feet (748 Gallons)

TOTAL: \$5.89 per 100 Cubic Feet (748 Gallons)

B. All wastewater discharged into the city sewerage system shall comply with Chapter 98, Article IV (Sewers and Sewage Disposal) of the Rochelle Municipal Code. Residential, commercial, and minor industrial customers with wastewater characteristics which exceed domestic sewage characteristics shall be charged an additional surcharge rate in accordance with Section 3 below.

C. If sewage is shown to be other than characteristic of normal domestic sewage, it shall be subject to the charges associated for the entire group and as stated in this Price Schedule.

D. Residential Summer Sewer Rates. For the purpose of calculating sewer charges for Residential Class Water customers during the summer months, not more than 125% of the Customer’s Basic Cubic Feet usage shall be used to calculate the volume sewer charge for monthly billing in April, May, June, July, August and September. For the purposes hereof a

Customer’s Base Cubic Feet Usage shall be the cubic feet of water use during the monthly billing period with an ending meter reading date on or after March 1 of the billing year. If there is no cubic feet usage during the base period, the customer base will be 600 cubic feet.

SECTION 2: Major Industrial Customers

A. Major industrial customers (MIC) are those customers that discharge, on average more than 200,000 gallons of process wastewater per day, to the City’s anaerobic lagoon. A MIC must discharge at least 6,000,000 gallons (802,139 cubic feet) of wastewater per month for eleven out of twelve months.

August 1, 2024 MIC Category I
Fixed Charge \$90.20/month
Basic User Rate \$3.22/per 100 Cubic Feet
IEPA Replacement \$0.66/per 100 Cubic Feet
Non-debt Projects \$0.09/per 100 Cubic Feet
Capital Recovery \$1.26/per 100 Cubic Feet
TOTAL: \$5.23/per 100 Cubic Feet

B. The City of Rochelle at its discretion may agree to enter into a separate contract for wastewater pretreatment and/or treatment with a MIC. Any contract entered into shall be based on the cost of wastewater treatment, capital recovery, and associated costs of the total wastewater plant and system. If no contract is entered into, the MIC customer shall be charged in accordance with this Price Schedule.

SECTION 3: Villages of Creston and Hillcrest

A. Rochelle Municipal Utilities provides wastewater treatment for the Villages of Creston and Hillcrest per agreements between the City and the Villages

B. The volume of billed wastewater is recorded by a sanitary sewer flow meter on the sanitary forcemain or gravity sewer line that connects the Village sanitary sewer system to the Rochelle Municipal Utilities sanitary sewer system.

C. The rates of charge for the Village of Creston are as follows:

August 1, 2024 Village of Creston
Fixed Charge \$90.20/month
Basic User Rate \$2.08/per 100 Cubic Feet
IEPA Replacement \$0.30/per 100 Cubic Feet
Non-debt Projects \$0.00/per 100 Cubic Feet
Capital Recovery \$0.40/per 100 Cubic Feet
TOTAL: \$2.78/per 100 Cubic Feet

D. The rates of charge for the Village of Hillcrest are as follows:

August 1, 2024 Village of Hillcrest
 Fixed Charge \$90.20/month
 Basic User Rate \$2.08/per 100 Cubic Feet
 IEPA Replacement \$0.30/per 100 Cubic Feet
 Non-debt Projects \$0.00/per 100 Cubic Feet
 Capital Recovery \$0.40/per 100 Cubic Feet
TOTAL: \$2.78/per 100 Cubic Feet

SECTION 4: Surcharges

A. A surcharge shall be charged to those users who discharge wastewater into the treatment facilities with pollutant concentrations in excess of 250 mg/l of Biochemical Oxygen Demand (BOD) and 300 mg/l of Total Suspended Solids (TSS).

B. The rates of surcharge for BOD, TSS and Ammonia shall be as follows:

BOD: \$0.17/lb
 TSS: \$0.25/lb
 Ammonia: \$0.78/lb

C. Computation of Surcharge: The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City and shall be binding as a basis for surcharges.

BOD: $\text{Flow (MGD)} \times B \times 8.34 \times BC = CS$
 where $B = \text{BOD concentration} - 250 \text{ mg/l}$

$BC = \$0.17/\text{lb BOD}$
 $CS = \text{Amount of Surcharge}$

TSS: $\text{Flow (MGD)} \times S \times 8.34 \times SC = CS$
 where $S = \text{TSS concentration} - 300 \text{ mg/l}$

$SC = \$0.25/\text{lb Suspended Solids}$
 $CS = \text{Amount of Surcharge}$

Ammonia: $\text{Flow (MGD)} \times A \times 8.34 \times AC = CA$
 where $A = \text{Ammonia concentration} - 35 \text{ mg/l}$

AC = \$0.78/lb Ammonia
CA = Amount of Surcharge

SECTION 5: Sewer Connection Charge:

The sewer connection charge is based on population equivalents (PE) as stated by the Illinois Recommended Standards for Sewage Works.

A. Residential	PE	Charge
Single family dwelling	3.5	\$700
Apartment or multifamily dwelling		
Efficiency or Studio	1.0	\$200
1 bedroom	1.5	\$300
2 bedrooms	3.0	\$600
3 bedrooms	3.0	\$600

B. Commercial

Based on PE from IEPA connection permit at rate of \$200 per PE, but not less than the single family dwelling charge in effect.

C. Industrial

Based on flow and PE from IEPA connection permit at rate of \$200 per PE, but not less than the single family dwelling charge in effect. Charges for flow will be based on impacts the industry has to system. D. In the event a commercial or industrial customer is granted an increase in their Illinois Environmental Protection Agency (IEPA) approved PE then they shall pay a connection fee equal to the amount of the increased PE.

E. The City Council may grant an exemption of all or a portion of the sewer connection charge to units of government.

F. Existing commercial or industrial customers which construct new connections to the City's sewer system would receive a credit in an amount equal to the projected PE reduction from their previous sewer connection.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION AMENDING RESOLUTION 24-14

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 24-14

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, on February 26, 2024 the City approved Resolution 24-14, “A Resolution Amending Water Reclamation Rates and Price Schedule of Utility Charges:” and

WHEREAS, Paragraph D of Section 1, of Attachment A, “Residential, Commercial and Minor Industrial” should have indicated that a Customer’s Base Cubic Feet usage shall be the cubic feet of water during the monthly billing period with an ending meter reading date on or after *March 1*, of the billing year (emphasis added); and

WHEREAS, a correct and amended version of Exhibit A from Resolution 24-14 is attached herein as “Exhibit A – revised 5.13.24”; and

WHEREAS, in order to accurately reflect the intent of the amendments to the price schedule of utility charges and rates for sanitary sewerage and wastewater treatment, it is necessary to amend Resolution 24-14, by replacing Exhibit A with the attached “Exhibit A – revised 5.13.24”; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to amend Resolution 24-14 by replacing Exhibit A with the attached “Exhibit A – revised 5.13.24.”

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council hereby amend Resolution 24-14 by replacing Exhibit A with “Exhibit A – revised 5.13.24” attached herein.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 13th day of May 2024

MAYOR

ATTEST:

CITY CLERK

Exhibit A – revised 5.13.24
Amended Water Reclamation Rate, Price Schedule of Utility Charges and Rates

**PRICE SCHEDULE OF UTILITY CHARGES AND RATES FOR SANITARY SEWERAGE
AND WASTEWATER TREATMENT (RATES EFFECTIVE AUGUST 1, 2024)**

Pursuant to Section 98-4 of the Rochelle Municipal Code, this Price Schedule provides user charges and rates for sanitary sewerage and wastewater treatment and replaces and supersedes those charges and rates previously established.

SECTION 1: Residential, Commercial and Minor Industrial

A. Residential, commercial, and minor industrial sewage which is primarily domestic in nature shall be charged the following rates:

August 1, 2024:

Rate Component Residential, Commercial, Minor Industrial Customers

Fixed Charge

Water Meter Only \$9.08 per month

Water and Sewer Meter \$90.20 per month

Basic User Rate \$3.09 per 100 Cubic Feet (748 Gallons)

IEPA Replacement \$0.45 per 100 Cubic Feet (748 Gallons)

Non-Debt Funded Projects \$1.65 per 100 Cubic Feet (748 Gallons)

Capital Recovery \$0.70 per 100 Cubic Feet (748 Gallons)

TOTAL: \$5.89 per 100 Cubic Feet (748 Gallons)

B. All wastewater discharged into the city sewerage system shall comply with Chapter 98, Article IV (Sewers and Sewage Disposal) of the Rochelle Municipal Code. Residential, commercial, and minor industrial customers with wastewater characteristics which exceed domestic sewage characteristics shall be charged an additional surcharge rate in accordance with Section 3 below.

C. If sewage is shown to be other than characteristic of normal domestic sewage, it shall be subject to the charges associated for the entire group and as stated in this Price Schedule.

D. Residential Summer Sewer Rates. For the purpose of calculating sewer charges for Residential Class Water customers during the summer months, not more than 125% of the Customer's Basic Cubic Feet usage shall be used to calculate the volume sewer charge for monthly billing in April, May, June, July, August and September. For the purposes hereof a

Customer's Base Cubic Feet Usage shall be the cubic feet of water use during the monthly billing period with an ending meter reading date on or after March 1 of the billing year. If there is no cubic feet usage during the base period, the customer base will be 600 cubic feet.

SECTION 2: Major Industrial Customers

A. Major industrial customers (MIC) are those customers that discharge, on average more than 200,000 gallons of process wastewater per day, to the City's anaerobic lagoon. A MIC must discharge at least 6,000,000 gallons (802,139 cubic feet) of wastewater per month for eleven out of twelve months.

August 1, 2024 MIC Category I
Fixed Charge \$90.20/month
Basic User Rate \$3.22/per 100 Cubic Feet
IEPA Replacement \$0.66/per 100 Cubic Feet
Non-debt Projects \$0.09/per 100 Cubic Feet
Capital Recovery \$1.26/per 100 Cubic Feet
TOTAL: \$5.23/per 100 Cubic Feet

B. The City of Rochelle at its discretion may agree to enter into a separate contract for wastewater pretreatment and/or treatment with a MIC. Any contract entered into shall be based on the cost of wastewater treatment, capital recovery, and associated costs of the total wastewater plant and system. If no contract is entered into, the MIC customer shall be charged in accordance with this Price Schedule.

SECTION 3: Villages of Creston and Hillcrest

A. Rochelle Municipal Utilities provides wastewater treatment for the Villages of Creston and Hillcrest per agreements between the City and the Villages

B. The volume of billed wastewater is recorded by a sanitary sewer flow meter on the sanitary forcemain or gravity sewer line that connects the Village sanitary sewer system to the Rochelle Municipal Utilities sanitary sewer system.

C. The rates of charge for the Village of Creston are as follows:

August 1, 2024 Village of Creston
Fixed Charge \$90.20/month
Basic User Rate \$2.08/per 100 Cubic Feet
IEPA Replacement \$0.30/per 100 Cubic Feet
Non-debt Projects \$0.00/per 100 Cubic Feet
Capital Recovery \$0.40/per 100 Cubic Feet
TOTAL: \$2.78/per 100 Cubic Feet

D. The rates of charge for the Village of Hillcrest are as follows:

- August 1, 2024 Village of Hillcrest
- Fixed Charge \$90.20/month
- Basic User Rate \$2.08/per 100 Cubic Feet
- IEPA Replacement \$0.30/per 100 Cubic Feet
- Non-debt Projects \$0.00/per 100 Cubic Feet
- Capital Recovery \$0.40/per 100 Cubic Feet
- TOTAL: \$2.78/per 100 Cubic Feet**

SECTION 4: Surcharges

A. A surcharge shall be charged to those users who discharge wastewater into the treatment facilities with pollutant concentrations in excess of 250 mg/l of Biochemical Oxygen Demand (BOD) and 300 mg/l of Total Suspended Solids (TSS).

B. The rates of surcharge for BOD, TSS and Ammonia shall be as follows:

- BOD: \$0.17/lb
- TSS: \$0.25/lb
- Ammonia: \$0.78/lb

C. Computation of Surcharge: The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the City and shall be binding as a basis for surcharges.

BOD: $\text{Flow (MGD)} \times B \times 8.34 \times BC = CS$
 where $B = \text{BOD concentration} - 250 \text{ mg/l}$
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Ammonia: $\text{Flow (MGD)} \times A \times 8.34 \times AC = CA$
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SECTION 5: Sewer Connection Charge:

The sewer connection charge is based on population equivalents (PE) as stated by the Illinois Recommended Standards for Sewage Works.

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B. Commercial

Based on PE from IEPA connection permit at rate of \$200 per PE, but not less than the single family dwelling charge in effect.

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Based on flow and PE from IEPA connection permit at rate of \$200 per PE, but not less than the single family dwelling charge in effect. Charges for flow will be based on impacts the industry has to system. D. In the event a commercial or industrial customer is granted an increase in their Illinois Environmental Protection Agency (IEPA) approved PE then they shall pay a connection fee equal to the amount of the increased PE.

E. The City Council may grant an exemption of all or a portion of the sewer connection charge to units of government.

F. Existing commercial or industrial customers which construct new connections to the City's sewer system would receive a credit in an amount equal to the projected PE reduction from their previous sewer connection.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AMENDING RESOLUTION 24-” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May, 2024.

CITY CLERK

File Attachments for Item:

11. A Resolution Waiving Competitive Bidding Requirements for The Purchase of One Altec AT40-G Bucket Truck Through Enterprise Fleet Management

**ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING**

SUBJECT: Resolution Waiving Competitive Bidding Requirement for The Purchase of One Altec AT40-G Bucket Truck Through Enterprise Fleet Management.

Staff Contact: Tim Isley

Summary: Public Works 2024 budget includes \$90,000 for the purchase of one used bucket truck. Bucket trucks are used in the Public Works Department to complete a multitude of different elevated tasks throughout the City in a safe and efficient manner. Some of these tasks include hanging flags and banners, setting up the City’s Christmas Tree and downtown decor, maintenance and repair of City buildings, airport hangar doors, beacon, windsock. Main uses include maintenance and repair of traffic signals, installation and maintenance of traffic signs, tree removals, tree inspections and pruning for clearance, visibility, and health concerns. Also, emergency storm damage work is a critical operation requiring a safe and reliable bucket truck.

Currently, the Public Works Department has two bucket trucks. One is a 1996 Ford cab and chassis with a 55’ Teco lift. Our Second Bucket truck is a 2000 Chevy cab and chassis with a 1987 Altec 28’ lift. Both trucks require frequent repair and finding parts to make these repairs is difficult if we can find them at all. Both bucket trucks must also pass an annual inspection and dielectric testing, this too has become more difficult and expensive to pass each year, and usually results in at least one truck being down while necessary repairs are being made.

Staff have researched used bucket trucks to replace both existing bucket trucks with one bucket truck. During our search it quickly became clear the used bucket truck market is strong and 3–5-year-old bucket trucks with low miles and hours are selling for well above \$90,000 without factory warranties. A bucket truck that is 1-2 years old with some warranty remaining costs nearly the same as a new bucket truck with Sourcewell pricing.

During our search, a sales rep from Altec informed us of a new 2024 Ford F550 with an Altec AT40-G coming off the build line for Altec’s Rental Department. Altec agreed to sell this new bucket truck with full factory warranties and Sourcewell pricing to the City of Rochelle. This truck can be purchased through the City’s Enterprise Fleet Management program in the amount of \$168,649.16. The 2024 budgeted amount of \$90,000 will be applied to the capitalized vehicle price and the remaining balance of \$78,649.16 will be applied to the Enterprise Fleet Management program. Public Works 2024 budget includes funds to replace two vehicles through the Enterprise Fleet Management Program and this Bucket truck will be one of the replaced vehicles.

Investing in a new bucket truck for the Public Works Department helps maintain critical City infrastructure, promotes worker safety, and ensures efficient and reliable services to Rochelle’s residents. While the initial purchase of new bucket truck is high, it can be cost effective in the long run by reducing maintenance and repair cost as well as improving productivity for many years to come.

Due to current demand and pricing in the used bucket truck market and the minimal cost difference between a new and lightly used bucket truck I believe it’s in the best interest of the City to purchase one new bucket truck.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
01-41-84000	\$90,000.00	\$90,000.00
01-41-59400	Enterprise Fleet Management monthly lease program	\$78,649.16
		\$168,649.16

Strategic Plan Goal Application: Short term routine – replacing infrastructure/assets.

Recommendation: Consider approving a resolution waiving competitive bidding requirement and approving the purchase of one new 2024 Altec AT40-G bucket truck through Enterprise Fleet Management.

Job #: 92302096

Plant #: 057

Unit: AT40G

Customer: GLOBAL RENTAL CO INC

Rear View



Street-Side Front Corner View



Front View



Curb-Side Rear Corner View



Street-Side Rear Corner View



Street-Side View (Compartments Closed)



Curb-Side View (Compartments Closed)



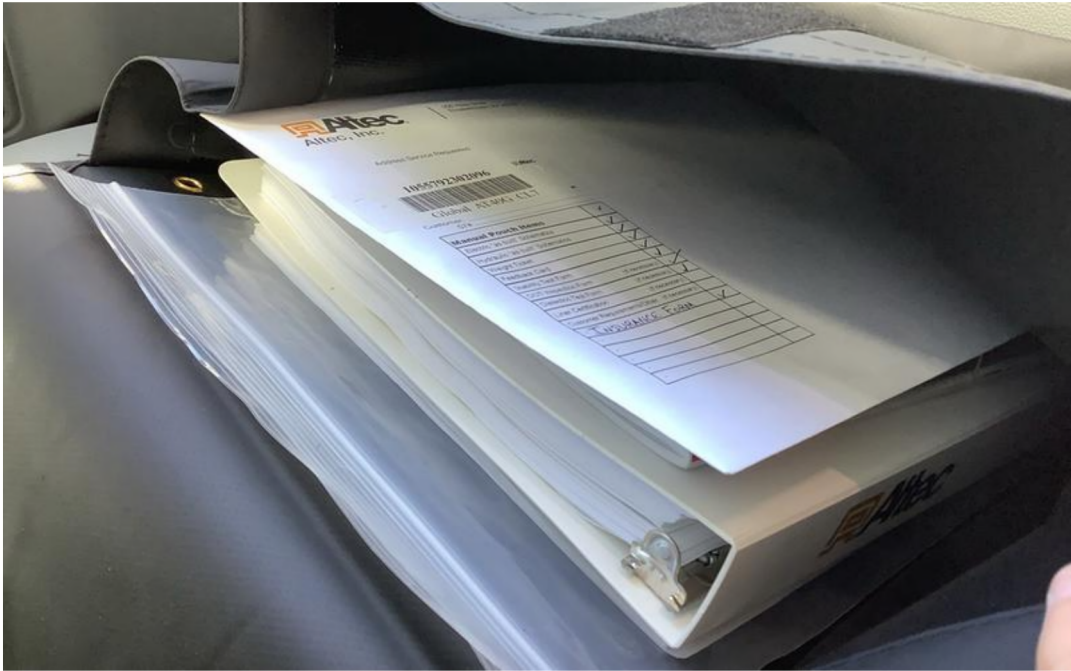
Job Number



Street-Side Driver's Seat



Manuals



Street-Side Door (Door Open)



Curb-Side Front Corner View



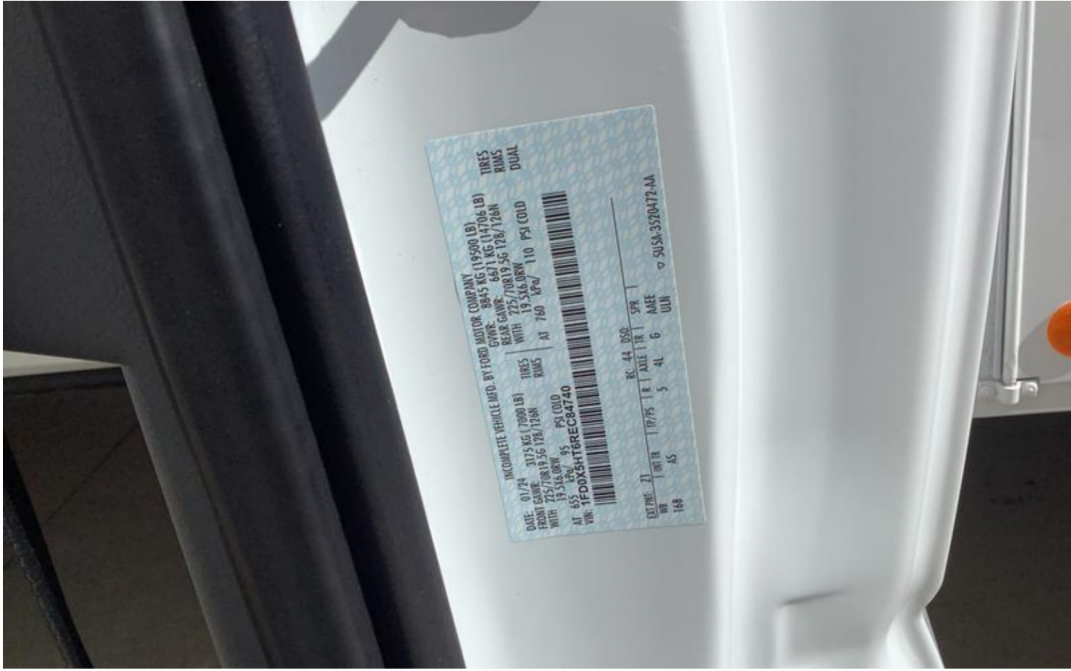
Street-Side Both Seats



Shifter



White Door Jamb Label



Custom Switches



Street-Side View (Compartments Open)



Ride-Height Label



Street-Side Gap Between Cab and Body



PDM



Curb-Side View (Compartments Open)



Curb-Side Gap Between Cab and Body



Curb-Side Tailshelf



Rear Tailshelf



Street-Side Tailshelf



Street-Side Compartments



Street-Side Compartments



Street-Side Compartments



Curb-Side Compartments



Curb-Side Compartments



Body Serial Number Placard



Curb-Side Compartments



Inner Body Serial Number Placard



Unit Serial Number Placard



Rear Cab



Pedestal



Reservoir



Bucket Controls



Lower Controls



Hazard Labels



Hazard Labels



Hazard Labels



Hazard Labels



Hazard Labels



Emissions Label (take multiple photos)



Emissions Label (take multiple photos)



VIN Plate



THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF AN ALTEC AT40-G BUCKET TRUCK
THROUGH ENTERPRISE FLEET MANAGEMENT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

**TOM
MCDERMOTT BIL
HAYES
KATE SHAW-
DICKEY DAN
McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO**

City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE PURCHASE OF AN ALTEC AT40-G BUCKET TRUCK
THROUGH ENTERPRISE FLEET MANAGEMENT**

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permits . . . A local ordinance may impose more rigorous or definite regulations in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City, through the Public Works Department maintains various assets and provides services to City residents; and

WHEREAS, the Public Works Department utilizes bucket trucks to perform a significant amount of its day-to-day operations; and

WHEREAS, the Public Works Department has utilized a Telco 55’ bucket truck and a Altec 28’ bucket truck for its operations since 1996 and 2000, respectively, and both trucks have reached the end of their useful life; and

WHEREAS, the Telco 55’ bucket truck and a Altec 28’ bucket trucks can be used for trade-in value to reduce the overall purchase price on a new bucket truck; and

WHEREAS, Public Works Department staff was recently advised that newly ordered bucket trucks may not be delivered until sometime in 2026, without a guarantee of delivery; and

WHEREAS, Altec has one new Altec AT40-G bucket truck in stock and available for immediate purchase through the Enterprise Fleet Management Program for \$168,649.16, which includes full factory warranty (a copy of the quote is attached herein as Exhibit A); and

WHEREAS, the City may waive competitive bidding requirements by a two-thirds vote of the City Council pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code and Section 2-371 of the Rochelle Municipal Code; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive competitive bidding and approve the purchase of one Altec AT40-G bucket truck through Enterprise Fleet Management, as set forth in the quote attached hereto as Exhibit A.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and approve the purchase of one Altec AT40-G Bucket Truck through Enterprise Fleet Management, as set forth in the quote attached hereto as Exhibit A. The City Manager is hereby authorized to execute said purchase orders, subject to review and revision as to form by the City Attorney.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 13th day of May 2024

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



Quote Number: 1100386 - 2
Altec, Inc.

March 13, 2024
 Our 95th Year

Ship To:
 GLOBAL RENTAL CO INC
 33 INVERNESS CENTER PKWY STE 250
 (DO NOT MAIL INVOICES)
 BIRMINGHAM, AL 35242
 US

Bill To:
 GLOBAL RENTAL CO INC
 33 INVERNESS CENTER PKWY STE 250
 (DO NOT MAIL INVOICES)
 BIRMINGHAM, AL 35242
 US

Attn:
 Phone: 816-676-4098
 Email:

Altec Sales Order: 6625455
Altec Quotation Number: 1100386 - 2
Run Number: 1416926
Account Manager: Jared E. Braswell
Technical Sales Rep: Leslie J Handley
Reference WO: Start From-84969973
Customer Inspection:
Customer Truck Number:

X7 Discrete Job: 92302096
X7 Configured Item: 970150000-20620101
Quantity: 1
X4 Discrete Job: 92348115
X4 Configured Item: 970149508-20620091
System Engineer: Madison Swan
Structural Engineer: Marc Czulewicz
Line Set Date: 06/09/2023

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT40G Unit Model	1
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1
4.	Post style pedestal mounting	1
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds, Control panel on platform dashboard provides controls for auxilliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1
6.	Platform Leveling At Lower Controls. AT40-G	1
7.	Two (2) Platform Steps	1
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
9.	Platform liner for a 24 x 30 x 42 inch platform	1
10.	4-Function Single Handle Fiber-Optic Controller.	1
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1



Quote Number: 1100386 - 2
Altec, Inc.

Item	Description	Qty
13.	Powder coat unit Altec White.	1
<u>Unit and Hydraulic Acc.</u>		
14.	HVI-22 Hydraulic Oil (Standard).	9
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1
	<p>A. Basic body fabricated from A40 grade 100% zinc alloy coated steel</p> <p>B. All doors are full, double paneled, self-sealed with built-in drainage.</p> <p>C. Stainless steel hinge rods extend full length of door.</p> <p>D. Door hinges are zinc alloy material attached with rivets</p> <p>E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.</p> <p>F. Heavy-gauge welded steel frame construction with smooth galvaneal floor.</p> <p>G. Possible contact edges are folded for safety.</p> <p>H. Door header drip rail at top for maximum weather protection.</p> <p>I. Neoprene or rolled fenders on wheel fender panels.</p> <p>J. Steel treated for improved primer bond and rust resistance.</p> <p>K. Automotive underseal applied to body.</p> <p>L. Automotive type non-porous door seals fastened to the door facing.</p> <p>M. 108 Inch Body Length</p> <p>N. 40 Inch Body Height (Standard)</p> <p>O. 94 Inch Body Width (Standard)</p> <p>P. 20 Inch Body Compartment Depth (Standard)</p> <p>Q. 8 Inch Body crossmembers (Standard)</p> <p>R. No Treadplate On Compartment Tops</p> <p>S. 6 Inch tall wooden tailboard installed at the rear of body cargo area</p> <p>T. Stainless Steel Rotary Paddle Latch With Lock (Standard)</p> <p>U. Master Body Locking System (Standard)</p> <p>V. One (1) wheel chock holder installed in fender panel on each side of body.</p> <p>W. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)</p> <p>X. Chains On Horizontal Doors</p> <p>Y. Hotstick shelf extending full length of body on Curbside.</p> <p>Z. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)</p> <p>AA. Two (2) Hot Stick Brackets</p> <p>AB. 1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers</p> <p>AC. 1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers</p> <p>AD. Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks</p> <p>AE. 1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall</p> <p>AF. 1st Horizontal Curbside (RH) - Vacant</p> <p>AG. Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers</p> <p>AH. One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments</p> <p>AI. 38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body, Includes One (1) U-Shaped Grab Handle.</p>	

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 2 of 7



Quote Number: 1100386 - 2
Altec, Inc.

Item	Description	Qty
<u>Body and Chassis Accessories</u>		
18.	ICC Underride Protection	1
19.	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
21.	Rear Torsion Bar Installed On Chassis	1
22.	Appropriate counterweight added for stability.	1
23.	Platform Rest, Rigid with Rubber Tube	1
24.	Platform to be side stowed	1
25.	Boom Rest for a Telescopic Unit	1
26.	Mud Flaps With Altec Logo (Pair)	1
27.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
28.	U-Shaped Grab Handle	1
29.	Small Grab Handle Installed At Rear	1
30.	Slope Indicator Assembly For Machine Without Outriggers	1
31.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
<p><u>Sales Text:</u> Shipped loose Last Updated By: Leslie J Handley on 03-JAN-2023 11:33</p>		
32.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
<p><u>Sales Text:</u> inside cab Last Updated By: Leslie J Handley on 03-JAN-2023 11:33</p>		
33.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS-0042	1
34.	Vinyl manual pouch for storage of all operator and parts manuals	1
35.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1
<u>Electrical Accessories</u>		
36.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
37.	Altec Standard Amber LED Strobe Light with Brush Guard	1
<p><u>Sales Text:</u> Post mounted on the streetside front of the body visible above the chassis cab with master switch in cab. Last Updated By: Leslie J Handley on 03-JAN-2023 11:33</p>		

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Quote Number: 1100386 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
38.	Strobe Lights Wired Battery Hot	1
39.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
40.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
41.	Ford Upfitter Switches (Supplied with Chassis)	1
42.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
43.	Install secondary stowage system.	1
44.	PTO Indicator Light Installed In Cab	1
<u>Finishing Details</u>		
45.	Powder Coat Unit Altec White	1
46.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
47.	Apply Non-Skid Coating to all walking surfaces	1
48.	Apply Non-Skid Coating to Curbside Compartment Top for use as a Non-Walking Surface	1
49.	Apply Non-Skid Coating to Streetside Compartment Top for use as a Non-Walking Surface	1
50.	English Safety And Instructional Decals	1
51.	Vehicle Height Placard - Installed In Cab	1
52.	Globalization includes Unit Condition Report and Placards	1
53.	Placard, HVI-22 Hydraulic Oil	1
54.	Dielectric test unit according to ANSI requirements.	1
55.	DOT Certification Required	1
<p><u>Sales Text: 33 Inverness Center Parkway</u> <u>Birmingham AL 35242</u> <u>Last Updated By: Leslie J Handley on 03-JAN-2023 11:33</u></p>		
56.	Stability test unit according to ANSI requirements.	1
57.	Focus Factory Build	1
58.	Delivery Of Completed Unit	1
59.	Globalized Per Global Rental's Specification To Include Following:	1

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Quote Number: 1100386 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	A. Global Key Rings Installed on Keys	
	B. Global Decal Kit	
	C. Full Discrete Job Numbers Located on Front Streetside and Curbside Rear of Vehicle	
	D. Fuse Kit in the Manual Pouch	
	E. Completed Service Sticker Located Next to the DOT Sticker	
	F. Weight Slip	
	G. Signed/Dated Dielectric and Stability Test	
	H. Completed Unit Condition Reports	
	I. Four (4) Pictures Showing the Front, Rear, Curbside and Streetside of the Full Truck	
	J. Temp Tag	
60.	Inbound Freight	1
61.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1
62.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1
63.	AT40G FA Installation	1
	<u>Chassis</u>	
64.	Altec Supplied Chassis	1
65.	Chassis	1
66.	2024 Model Year	1
67.	Ford F550	1
68.	Dual Rear Wheel	1
69.	4x4	1
70.	Chassis Cab	1
71.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1
72.	Chassis Color - White	1
73.	AM/FM Radio	1
74.	Block Heater	1
75.	Air Conditioning	1
76.	Cruise Control	1
77.	60 Clear CA (Round To Next Whole Number)	1
78.	Chassis Wheelbase Length - 168 inch	1
79.	GVWR 19,500 LBS	1

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Quote Number: 1100386 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
80.	7,000 LBS Front GAWR	1
81.	14,706 LBS Rear GAWR	1
82.	Spring Suspension	1
83.	Ford 6.7L Power Stroke Diesel	1
84.	Diesel	1
85.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	1
86.	Ford 40 Gallon Fuel Tank (Rear)	1
87.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1
88.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
89.	No Clean Idle Certification Required	1
90.	EPA Emissions	1
91.	No Idle Engine Shut-Down Required	1
92.	225/70R19,5 Front Tire (Traction)	1
93.	225/70R19.5 Rear Tire (Traction)	1
94.	Hydraulic Brakes	1
95.	Park Brake In Rear Wheels	1
96.	98R - Operator Commanded Regeneration (OCR)	1
97.	Vinyl Split Bench Seat	1
Additional Pricing		
98.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Leslie J Handley , Technical Sales Representative

<u>Item Number</u>	<u>Description</u>	<u>Unselected Items</u>
970763958-	2023 Model Year	

Unselected By: Leslie J Handley on 08-FEB-2024 08:58

<u>Item Number</u>	<u>Description</u>	<u>New Selected Items</u>
970763959-	2024 Model Year	

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Quote Number: 1100386 - 2
Altec, Inc.

Created By: Leslie J Handley on 08-FEB-2024 08:58

Notes:

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You
UTILITY EQUIPMENT AND BODIES SINCE 1929

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STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No._____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE PURCHASE OF AN ALTEC AT40-G BUCKET TRUCK THROUGH ENTERPRISE FLEET MANAGEMENT” which was adopted by the Mayor and City Council of the City of Rochelle on May 13, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 13th day of May 2024.

CITY CLERK

Section VI, Item 11.

Prepared For: City of Rochelle, IL
Zick, Brittney

Date: 05/08/2024
AE/AM: J01/DG

Unit #

Year: 2024 **Make:** Ford **Model:** F-550 Chassis
Series: XL 4x4 SD Super Cab 168 in. WB DRW

Vehicle Order Type: In-Stock **Term:** 60 **State:** IL **Customer#:** 584527

\$ 167,508.58	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges State IL
\$ 251.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: (See Page 2)
\$ 54,684.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Public Works
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 S
Lic. Plate Type	Unknown
GVWR	0

\$ 112,824.58	Total Capitalized Amount (Delivered Price)
\$ 1,410.31	Depreciation Reserve @ <u>1.2500%</u>
\$ 745.32	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 2,155.63	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 0.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>25,000</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

Comp/Coll Deductible	<u>0 / 0</u>
OverMileage Charge	<u>\$ 0.0648</u> Per Mile
# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% **State .**

\$ 2,155.63 Total Monthly Rental Including Additional Services

\$ 28,205.98	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE City of Rochelle, IL

BY _____ **TITLE**

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Boom/Bucket	C	\$ 109,339.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 109,339.00
Aftermarket Equipment Total		\$ 109,339.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 160.00
Pricing Plan Delivery Charge	B	\$ 210.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 370.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 370.00

VEHICLE INFORMATION:

2024 Ford F-550 Chassis XL 4x4 SD Super Cab 168 in. WB DRW - US

Series ID: X5H

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$56,174	\$59,130.00
Total Options	\$11,472.00	\$12,605.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$69,641.00	\$73,730.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
153	Front License Plate Bracket	NC	NC
168WB	168" Wheelbase	STD	STD
18Y	Ford Pro Upfit Integration System Removal (DISC)	\$-364.00	\$-400.00
41H	Engine Block Heater	\$173.00	\$190.00
41P	Transfer Case Skid Plates	\$91.00	\$100.00
425	50-State Emissions System	STD	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included	Included
535	High Capacity Trailer Tow Package	\$528.00	\$580.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included	Included
660A	Order Code 660A	NC	NC
67A	350 Amp Dual Alternators	NC	NC
67X	Extra Heavy-Service Suspension Package	\$114.00	\$125.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,051.00	\$1,155.00
86K	Programmable Engine Idle Shutdown Timer	\$228.00	\$250.00
86M	Dual 68 AH/65 AGM Battery	Included	Included
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,096.00	\$9,995.00
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included	Included
SYNC4	SYNC 4 Communications & Entertainment System	Included	Included
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)	\$195.00	\$215.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X4L	Limited Slip w/4.30 Axle Ratio	\$360.00	\$395.00
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

Section VI, Item 11.

Body Exterior Features:

Number Of Doors: 4
Rear Driver Door: reverse opening rear passenger doors
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Front Mud Flaps: front and rear mud flaps
Body Material: aluminum body material
: trailering with harness, brake controller
Fender Flares: black fender flares
Grille: black grille
Upfitter Switches: upfitter switches

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector halogen headlamps
Cab Clearance Lights: cab clearance lights
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Compass: compass
 Exterior Temp: outside-temperature display
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Turbo/Supercharger Boost Gauge: turbo/supercharger boost gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Traction Control: driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: vinyl front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 330-hp, 6.7-liter V-8 (diesel)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420

Client Proposal

Prepared by:

KACI SCHNEIDER

Office: 816-901-4841

Email: Kaci.schneider@altec.com

Quote ID: 240013

Date: 08/22/2023



Prepared by: KACI SCHNEIDER
08/22/2023

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

As Configured Vehicle

Code	Description
Base Vehicle	
X5H	Base Vehicle Price (X5H)
Packages	
660A	<p>Order Code 660A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.
Powertrain	
99T	<p>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</p> <p><i>Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Dual 68 AH/65 AGM Battery
44G	<p>Transmission: TorqShift 10-Speed Automatic</p> <p><i>10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.</i></p>
X4L	Limited Slip w/4.30 Axle Ratio
68M	<p>GVWR: 19,500 lb Payload Plus Upgrade Package</p> <p><i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i></p>
Wheels & Tires	
TGK	<p>Tires: 225/70Rx19.5G BSW Traction (TGK)</p> <p><i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.</i></p>
64Z	<p>Wheels: 19.5" x 6" Argent Painted Steel</p> <p><i>Hub covers/center ornaments not included.</i></p>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: KACI SCHNEIDER
08/22/2023

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

As Configured Vehicle (cont'd)

Code	Description
Seats & Seat Trim	
A	<p>HD Vinyl 40/20/40 Split Bench Seat</p> <p><i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i></p>
Other Options	
PAINT	Monotone Paint Application
168WB	168" Wheelbase
STDRD	<p>Radio: AM/FM Stereo w/MP3 Player</p> <p><i>Includes 6 speakers.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
67X	<p>Extra Heavy-Service Suspension Package</p> <p><i>Includes pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: May result in a deterioration of ride quality. Note 2: Vehicle ride height will increase with the addition of this package.</i></p>
535	<p>High Capacity Trailer Tow Package</p> <p><i>Includes trailer brake wiring kit and upgraded rear axle. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i></p>
41H	Engine Block Heater
86K	<p>Programmable Engine Idle Shutdown Timer</p> <p><i>Selection of this option enables the driver to select a time period between 1 to 30 minutes before the engine will shut off after idling. There will not be an option to override this timing. Customers needing to idle their vehicles for longer periods should not select this option.</i></p>
41P	Transfer Case Skid Plates
18Y	Ford Pro Upfit Integration System Removal
86M	Dual 68 AH/65 AGM Battery
67A	<p>350 Amp Dual Alternators</p> <p><i>Includes 190 Amp + 160 Amp.</i></p>
153	Front License Plate Bracket

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: KACI SCHNEIDER
08/22/2023

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

As Configured Vehicle (cont'd)

Code	Description
	Standard in states requiring 2 license plates and optional to all others.
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
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Emissions

425	50-State Emissions System
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Exterior Color

Z1_01	Oxford White
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat
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Prepared by: KACI SCHNEIDER
08/22/2023

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,500 lbs.**
- Vehicle body length: 253.3"
- Vehicle body height: 81.8"
- Front track: 74.8"
- Vehicle turning radius: 24.0'
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 146.3"
- Rear brake diameter: 15.8"
- Max interior rear cargo volume: 31.6 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,600 lbs.**
- Vehicle body width: 80.0"
- Wheelbase: 168.0"
- Rear track: 74.0"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Front brake diameter: 15.4"
- Interior rear cargo volume with seats folded: 31.6 cu.ft.
- Total passenger volume: 116.0 cu.ft.
- Headroom second-row: 40.3"
- Leg room second-row: 33.5"
- Shoulder room second-row: 65.8"
- Hip room second-row: 64.7"

Powertrain

- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Compression ignition system**
- * **Torque: 950 lb.-ft. @ 1800 RPM**
- Radiator
- * **Engine retarder system**
- Part-time 4WD
- * **Recommended fuel: diesel**
- Driveline managed traction control
- Electronic transfer case shift
- Engine cylinders: V-8
- * **Horsepower: 330 HP @ 2200 RPM**
- * **Engine block heater**
- Auxiliary power take-off
- 10-speed automatic
- Four-wheel drive
- * **Mechanical limited slip differential**
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

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2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Reverse opening left rear passenger door
- * **LT225/70RS19.5 AT BSW front and rear tires**
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Reverse opening right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated front door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

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2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- * **Turbo/supercharger boost gauge**
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- * **Diesel exhaust fluid (def) gauge**
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

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Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning

Dimensions

General Weights

* Curb weight	8,061 lbs.	* Rear curb weight	3,685 lbs.
* GVWR	19,500 lbs.	* Payload	11,420 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,500 lbs.	* Gooseneck towing capacity	33,600 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,376 lbs.	* GAWR front	7,000 lbs.
Axle capacity front	7,000 lbs.	* Spring rating front	7,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance 8.3"

Exterior Measurements

Vehicle body length	253.3"	Vehicle body width	80.0"
Vehicle body height	81.8"	Wheelbase	168.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.5"	Rear frame height unloaded	34.3"

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Price Level: 420 | Quote ID: 240013

Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.0'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	146.3"		

Interior Measurements

Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.
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Interior Volume

Total passenger volume 116.0 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.3"
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Legroom

Leg room first-row	43.9"	Leg room second-row	33.5"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.8"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain

Engine

* Engine Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders V-8	Engine location	Front mounted engine
* Ignition Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power

* Horsepower	330 HP @ 2200 RPM	* Torque	950 lb.-ft. @ 1800 RPM
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Alternator

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Selected Equip & Specs (cont'd)

* Alternator amps 190A
* Alternator rating 160A

* Alternator type Dual alternator

Battery

* Battery amps 68Ah
Battery rating 750CCA

* Battery type Dual lead acid battery
Battery run down protection Battery run down protection

Engine Extras

* Block heater Engine block heater
Auxiliary power take-off Auxiliary power take-off

Radiator Radiator
* Engine retarder Engine retarder system

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission
First gear ratio 4.615
Third gear ratio 2.132
Fifth gear ratio 1.519
Reverse gear ratio 4.695
Eighth gear ratio 0.851
Tenth gear ratio 0.632
Selectable mode transmission Selectable mode transmission
Transmission oil cooler Transmission oil cooler

Transmission electronic control Transmission electronic control
Lock-up transmission Lock-up transmission
Second gear ratio 2.919
Fourth gear ratio 1.773
Sixth gear ratio 1.277
Seventh gear ratio 1
Ninth gear ratio 0.687
Stall ratio 1.97
Sequential shift control SelectShift Sequential shift control
PTO transmission provision PTO transmission provision

Drive Type

4WD type Part-time 4WD

Drive type Four-wheel drive

Drivetrain

* Axle ratio 4.3

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

* Fuel type diesel

Fuel Tank

* DEF capacity 7.20 gal.

Fuel tank capacity 40.00 gal.

Drive Feature

* Limited slip differential Mechanical limited slip differential

Traction control Driveline managed traction control

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Selected Equip & Specs (cont'd)

Locking hub control Auto locking hub control
Transfer case Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

* Secondary fuel type Diesel secondary fuel type

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Firm ride suspension
Rear shock absorbers Heavy-duty rear shock absorbers
Front shock absorbers Heavy-duty front shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes
ABS brakes Four channel ABS brakes
Ventilated brakes Front and rear ventilated disc brakes
ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist
Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar
Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

* HD front springs Heavy-duty front springs
Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs
Rear springs Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar
Suspension type rear Leaf spring rear suspension
* Suspension ride type rear Rigid axle rear suspension

Steering

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Selected Equip & Specs (cont'd)

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"
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Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"
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Front And Rear Wheels

Appearance	argent	Material	steel
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Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Front wheel - RPM	645

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Rear wheel - RPM	645

Body Exterior

Trailerling

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* Skid plate	1 underbody skid plate
Front splash guards	Front splash guards	* License plate front bracket	Front license plate bracket

Body

Body panels Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Selected Equip & Specs (cont'd)

Tires

Front tires LT load rating G Rear tires LT load rating G

Wheels

Dual rear wheels Dual rear wheels

Convenience

Door Locks

Door locks Power door locks with 2 stage unlocking Keyfob door locks ... Keyfob activated front door locks
All-in-one keyAll-in-one remote fob and ignition key

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets * 120V AC power outlets 1 120V AC power outlet

Rear Windshield

Rear windshield Fixed rear windshield

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Selected Equip & Specs (cont'd)

Storage

Number of beverage holders... 8 beverage holders
Beverage holders rear... Rear beverage holders
Illuminated glove box... Illuminated glove box

Dashboard storage... Dashboard storage

Beverage holders... Front beverage holders
Glove box... Illuminated locking glove box
Instrument panel storage... Instrument panel covered bin

Windows Feature

One-touch up window... Driver and passenger one-touch up windows

One-touch down window... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows... Power second-row windows

Miscellaneous

Trip computer... Trip computer
Upfitter switches... Upfitter switches
Over the air updates... Over the air updates

PRND in IP... PRND in IP
Accessory power... Retained accessory power

Comfort

Climate Control

Climate control... Manual climate control
Rear under seat ducts... Rear under seat climate control ducts

Cabin air filter... Cabin air filter

Headliner

Headliner material... Cloth headliner material

Headliner coverage... Full headliner coverage

Floor Trim

Floor covering... Full vinyl floor covering

Floor coverage... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery... Vinyl rear seat upholstery

Rear seatback upholstery... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic... Manual telescopic steering wheel
Steering wheel tilt... Manual tilting steering wheel

Steering wheel material... Urethane steering wheel

Seats and Trim

Seat Capacity

Seating capacity... 6

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Selected Equip & Specs (cont'd)

Front Seats

- Front seat type Split-bench front seat
- Driver seat fore/aft control Manual driver seat fore/aft control
- Split front seats 40-20-40 split-bench front seat
- Passenger seat fore/aft control Manual passenger seat fore/aft control
- Front head restraint control Manual front seat head restraint control
- Armrests front storage Front seat armrest storage
- Driver seat direction Driver seat with 4-way directional controls
- Passenger seat direction Front passenger seat with 4-way directional controls
- Reclining passenger seat Manual reclining passenger seat
- Front head restraints Height adjustable front seat head restraints
- Armrests front center Front seat center armrest
- Reclining driver seat Manual reclining driver seat

Rear Seats

- Bench seats Split-bench rear seat
- Folding second-row seats 60-40 folding rear seats
- Rear seat folding position Fold-up rear seat cushion
- Rear head restraint control Manual rear seat head restraint control
- Rear seats fixed or removable Fixed rear seats
- Rear seat direction Front facing rear seat
- Rear head restraints Height adjustable rear seat head restraints
- Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

- Driver lumbar Manual driver seat lumbar

Front Seat Trim

- Front seat upholstery Vinyl front seat upholstery
- Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

- Interior accents Chrome interior accents

Gearshifter Material

- Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

- Primary touchscreen display Primary touchscreen display
- LCD primary display size 8 inch primary LCD display
- Number of first-row LCD displays 2 total number of 1st row displays

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Selected Equip & Specs (cont'd)

Radio Features

External memory control	Seek scan
..... SYNC 4 external memory control	..... Seek scan

Speakers

Speakers	Speakers number
..... Standard grade speakers	..... 6

Audio Features

Steering mounted audio control	Speed sensitive volume
..... Steering wheel mounted audio controls	..... Speed sensitive volume
Voice activated audio	Wireless streaming
..... SYNC 4 voice activated audio controls	..... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer	Instrumentation display
..... Trip odometer	..... Digital/analog instrumentation display
Configurable instrumentation gauges	
..... Configurable instrumentation gauges	

Instrumentation Displays

Temperature display	Driver information center
..... Exterior temperature display	..... Driver information center
Clock	Compass
..... In-radio display clock	..... Compass

Instrumentation Gauges

Tachometer	Transmission temperature gauge
..... Tachometer	..... Transmission fluid temperature gauge
* Turbo gauge	Engine/electric motor temperature gauge
..... Turbo/supercharger boost gauge	..... Engine/electric motor temperature gauge
Gauge cluster display size (inches)	Engine hour meter
..... 4.20	..... Engine hour meter
* DEF fluid gauge	
..... Diesel exhaust fluid (def) gauge	

Instrumentation Warnings

Engine temperature warning	Oil pressure warning
..... Engine temperature warning	..... Oil pressure warning
Low fuel warning	Low brake fluid warning
..... Low fuel warning	..... Low brake fluid warning
Battery charge warning	Headlights on reminder
..... Battery charge warning	..... Headlights on reminder
Key in vehicle warning	Door ajar warning
..... Key in vehicle warning	..... Door ajar warning
Service interval warning	* Low diesel exhaust fluid (DEF) warning
..... Service interval indicator Low diesel exhaust fluid (DEF) warning

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Selected Equip & Specs (cont'd)

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Auto headlights. Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

Headlight type Aero-composite headlights

Multiple headlights. Multiple enclosed headlights

DRL preference setting ... DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

Clearance lights Cab clearance lights

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree. SYNC 4 handsfree wireless device connectivity

Smart device integration. AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access... FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver Driver front impact airbag

Number of airbags 6 airbags

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08/22/2023

Valley Ford of Huron, Inc. | 55 Cleveland Rd. E Huron Ohio | 448391744

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 420 | Quote ID: 240013

Selected Equip & Specs (cont'd)

Front impact airbag passenger... Cancellable front passenger air bag
Front side impact airbag passenger... Seat mounted side impact front passenger airbag

Front side impact airbag driver... Seat mounted side impact driver airbag
Overhead airbags... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts... Front height adjustable seatbelts

Security System

Immobilizer... SecuriLock immobilizer

Remote panic alarm... Remote panic alarm

Active Driving Assistance

Lane departure... Lane Departure Warning

Forward collision warning... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Prepared by: KACI SCHNEIDER
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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty 60 months/100,000 miles

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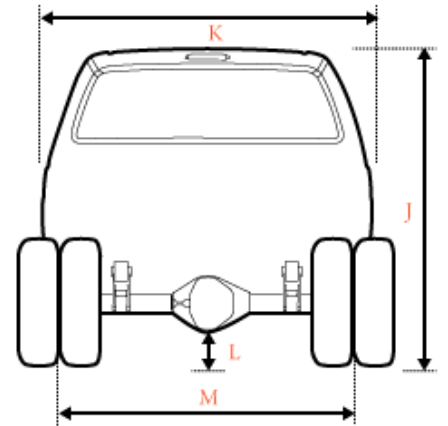
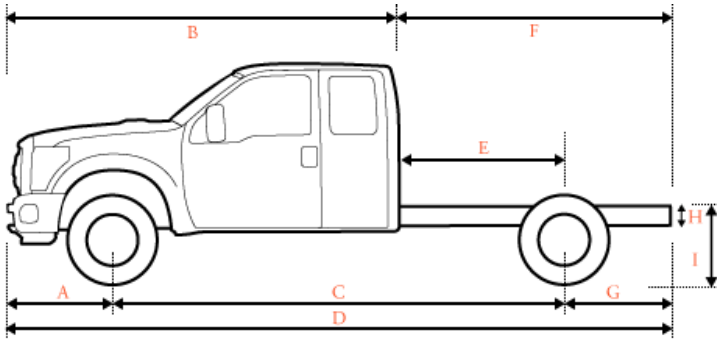
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	146.30 in.
C	Wheelbase (WB)	168.00 in.
D	Overall Length (OAL)	253.30 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.30 in.
I	Rear Frame Height Loaded	28.50 in.
J	Cab Height	81.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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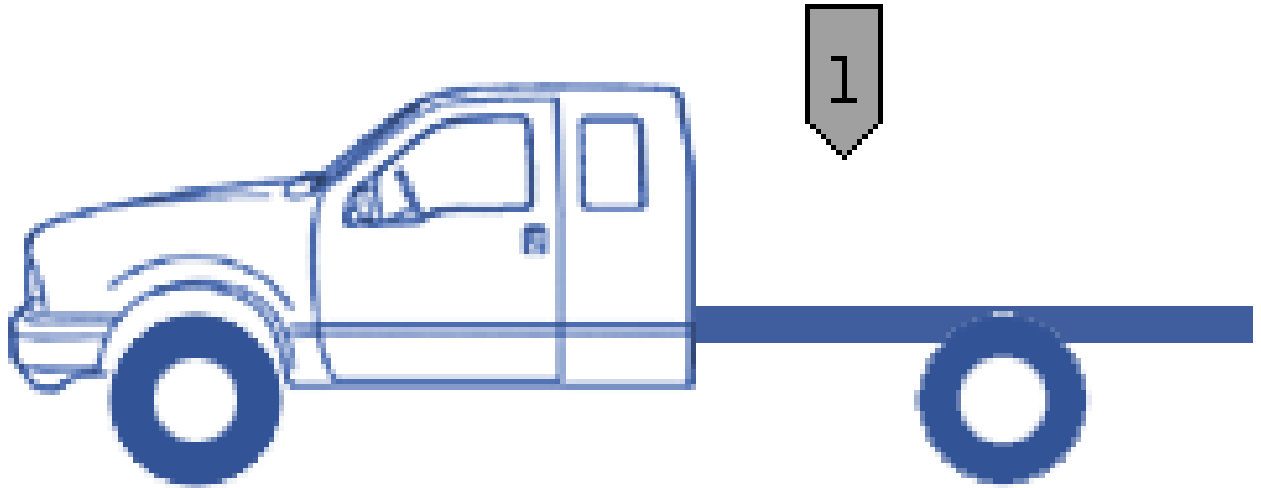
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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,376 lbs	3,685 lbs	8,061 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	2,024 lbs	8,515 lbs	10,539 lbs
TOTAL	7,000 lbs	12,500 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,000 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	90 mph
<i>To meet your requirement you need a maximum axle ratio of 5.18</i>		
Top Speed on 3% grade	55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>		
Cruise Speed	60 mph	79 mph
Engine RPM at desired cruise speed		1,753 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (645 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (645 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.44 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius 24.05 ft

