



**AGENDA**  
**CITY OF ROCHELLE**  
**CITY COUNCIL MEETING**  
**Monday, March 13, 2023 at 6:30 PM**

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

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**I. CALL TO ORDER:**

1. Pledge to the Flag
2. Prayer

**II. ROLL CALL:**

**III. PROCLAMATIONS, COMMENDATIONS, ETC:**

1. Good News Awards - Ice Storm
2. Good News - Tree City USA Award
3. City Manager Retiree Recognition - Eric Higby, Chief of Police
4. Irish-American Month

**IV. REPORTS AND COMMUNICATIONS:**

1. Mayor's Report
2. Council Members
3. Swearing-In Ceremony: Pete Pavia - Interim Police Chief

**V. PUBLIC COMMENTARY:**

**VI. DISCUSSION ITEMS:**

1. Electric Rate Study
2. Rain Barrels

**VII. BUSINESS ITEMS:**

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
  - a) Approve Minutes of City Council Meeting - 2/27/23
  - b) Approve Check Registers: #205257-205319, #205320-205412
  - c) Approve Payroll - 2/19/23
2. An Ordinance Authorizing the Issuance of Electric Revenue Bonds of the City in an Amount not to Exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an amount not to exceed \$5,200,000, for the Purpose of Paying the Costs of Improving the City's Electric System
3. Public Hearing concerning the intent of the Council to issue General Obligation Bonds (Electric System Alternate Revenue Source) of the City in an amount not to exceed \$5,200,000 for the purpose of paying the costs of improving the City's electric system
4. A Resolution Authorizing the City Manager to Enter Into a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Sales Tax
5. A Resolution Authorizing the City Manager to Enter Into a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Telecommunications Tax
6. A Motion to Approve a One-Year Contract with V&C Cleaning for the City Hall and Police Department Facilities and Authorize the City Manager to Extend the Contract for Two Subsequent Years

- [7.](#) A Resolution to Amend the City of Rochelle Handbook (Personnel Policies Manual) - Travel and Meal Expense Control Act Policy
- [8.](#) An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Digital Network Access Communications, Inc.
- [9.](#) An Ordinance Amending Article IV, Section 2-264 of the Municipal Code to "An Early Separation Incentive Program for Certain Employees of the City of Rochelle"
- [10.](#) An Ordinance Waiving Competitive Bidding for a Power Purchase Agreement

**VIII. EXECUTIVE SESSION:**

**IX. ADJOURNMENT:**

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Anyone interested in participating in Public Commentary remotely should contact Rose Hueramo at [rhueramo@rochelleil.us](mailto: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:**

4. Irish-American Month

CITY OF ROCHELLE, ILLINOIS  
OFFICE OF THE MAYOR  
PROCLAMATION**IRISH AMERICAN HERITAGE MONTH**

The vibrant culture and rich heritage of the Irish people shaped many of the earliest chapters of America's story. Our common values and shared vision for the future laid the foundation for an eternal friendship between Ireland and the United States, and today, daughters and sons of Erin continue to enrich our Nation. This month, we reaffirm the bonds of affection between our two great countries, and we honor the courage and perseverance of the Irish American community.

From ethereal green shores, generations of Irishmen and women set out across an ocean to seek a new life in the New World. Often without family or funds, these brave souls put their faith in the ideas at the heart of our democracy -- that we make our own destiny, and if we work hard and live responsibly, we can build a better future for our children and grandchildren. Early immigrants from Ireland shaped our founding documents, and in the decades and centuries since, Irish American heroes -- like the courageous members of the Fighting 69th -- have fought and died to protect a Government of, by, and for the people.

Today, tens of millions of Americans proudly trace their heritage to the Emerald Isle. They are descendants of our Founding Fathers, heirs to a resilient spirit forged during the Great Hunger and painful periods of discrimination, and the latest in a long line of Irish Americans who have poured their energy and passion into perfecting our Union. With grit and determination, they have enhanced our communities, bolstered our economy, and strengthened our Nation. And their brogue continues to ring out from our halls of government and every place people strive to make our society more free, fairer, and more just.

The Irish story is one of hope and resolve -- in it Americans see our own dreams and aspirations. Our pasts are bound by blood and belief, by culture and commerce, and our futures are equally, inextricably linked. During Irish American Heritage Month, let us celebrate the people-to-people ties between our nations and continue together our work to forge a brighter tomorrow for every American and Irish child.

NOW, THEREFORE, I, John Bearrows, Mayor of the City of Rochelle, do hereby proclaim March 2023 as **IRISH AMERICAN HERITAGE MONTH** in honor of the men and women whose hope and resolve helped to shape our community.

In Witness whereof, I have hereunto set my hand and caused the Seal of the City of Rochelle to be affixed.  
Dated this 13<sup>th</sup> day of March 2023.

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John Bearrows, Mayor

Attest: \_\_\_\_\_

RoseMary Huéramo, City Clerk



**File Attachments for Item:**

1. Electric Rate Study

# Rochelle Municipal Utilities

Electric Financial Projection

Mark Beauchamp

President, Utility Financial Solutions, LLC

# Presentation Objectives

- Financial Projection & Targets
  - Debt Coverage Ratios
  - Minimum Cash Reserves
  - Target Operating Income
- Previous Cost of Service Results
  - Cost to service each class of customers
  - Monthly Customer Charges
- Next Steps
  - Rate Design

# Assumptions

Section VI, Item 1.

Fiscal Year	Inflation	Growth	Purchase Power Change	Investment Income	Capital Improvements Plan
2023	5.0%	0.5%	12.9%	0.5%	6,908,833
2024	3.0%	0.5%	3.0%	0.5%	6,893,563
2025	3.0%	0.5%	3.0%	0.5%	6,794,849
2026	3.0%	0.5%	3.0%	0.5%	1,156,186
2027	3.0%	0.5%	3.0%	0.5%	2,035,493



# Financial Projection

## *Current Rates*

Fiscal Year	Debt Coverage Ratio	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash
2023	2.49	2,466,914	2,509,774	16,844,139	11,666,229
2024	2.35	2,017,841	2,752,349	11,610,392	11,923,893
2025	2.20	1,556,338	2,981,836	6,588,391	12,178,061
2026	2.04	1,194,237	2,967,405	6,967,826	12,326,265
2027	1.88	911,317	2,992,605	6,238,371	13,782,415

# Financial Projection

## *Debt Coverage Ratio*

Description	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027
Debt Coverage Ratio					
Net Income	\$ (162,623)	\$ (616,863)	\$ (1,080,090)	\$ (1,436,339)	\$ (1,684,755)
Add Depreciation/Amortization Expense	3,338,122	3,614,170	3,887,938	4,046,959	4,110,793
Add Interest Expense	512,200	482,725	447,100	404,900	361,000
Cash Generated from Operations	\$ 3,687,699	\$ 3,480,033	\$ 3,254,948	\$ 3,015,520	\$ 2,787,038
Debt Principal and Interest	\$ 1,482,200	\$ 1,477,725	\$ 1,482,100	\$ 1,479,900	\$ 1,481,000
<b>Projected Debt Coverage Ratio (Covenants)</b>	<b>2.49</b>	<b>2.35</b>	<b>2.20</b>	<b>2.04</b>	<b>1.88</b>
<b>Minimum Debt Coverage Ratio</b>	<b>1.4</b>	<b>1.4</b>	<b>1.4</b>	<b>1.4</b>	<b>1.4</b>

# Financial Projection

## Minimum Cash Determination

Description	Projected 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation	12.3%	12.3%	12.3%	12.3%	12.3%
Purchase Power Expense	9.3%	9.3%	9.3%	9.3%	9.3%
Historical Rate Base	2%	2%	2%	2%	3%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of bor	20%	20%	20%	20%	20%
% Plant Depreciated	50%	50%	51%	53%	56%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation	\$ 952,200	\$ 980,766	\$ 1,010,189	\$ 1,040,495	\$ 1,071,710
Purchase Power Expense	2,492,043	2,579,638	2,670,313	2,764,174	2,861,335
Historical Rate Base	2,237,690	2,375,561	2,511,458	2,534,582	3,862,937
Current Portion of Debt Service Reserve	1,226,512	1,230,143	1,228,317	1,229,230	1,228,649
Five Year Capital Improvements - Net of bor	4,757,785	4,757,785	4,757,785	4,757,785	4,757,785
<b>Minimum Cash Reserve Levels</b>	<b>\$ 11,666,229</b>	<b>\$ 11,923,893</b>	<b>\$ 12,178,061</b>	<b>\$ 12,326,265</b>	<b>\$ 13,782,415</b>
<b>Projected Cash Reserves</b>	<b>\$ 16,844,139</b>	<b>\$ 11,610,392</b>	<b>\$ 6,588,391</b>	<b>\$ 6,967,826</b>	<b>\$ 6,238,371</b>

# Financial Projection

## Operating Income

Description	Projected 2023		Projected 2024		Projected 2025		Projected 2026		Projected 2027	
Target Operating Income Determinants										
Net Book Value/Working Capital	\$	55,686,842	\$	58,966,235	\$	61,873,146	\$	58,982,373	\$	56,907,073
Outstanding Principal on Debt		23,615,000		22,620,000		21,585,000		20,510,000		19,390,000
System Equity	\$	32,071,842	\$	36,346,235	\$	40,288,146	\$	38,472,373	\$	37,517,073
Debt:Equity Ratio		42%		38%		35%		35%		34%
Target Operating Income Allocation										
Interest on Debt		2.17%		2.13%		2.07%		1.97%		1.86%
System Equity		6.23%		6.24%		6.29%		6.66%		7.01%
Target Operating Income										
Interest on Debt	\$	512,200	\$	482,725	\$	447,100	\$	404,900	\$	361,000
System Equity	\$	1,997,574	\$	2,269,624	\$	2,534,736	\$	2,562,505	\$	2,631,605
Target Operating Income	\$	2,509,774	\$	2,752,349	\$	2,981,836	\$	2,967,405	\$	2,992,605
Projected Operating Income	\$	2,466,914	\$	2,017,841	\$	1,556,338	\$	1,194,237	\$	911,317
Rate of Return in %		4.5%		4.7%		4.8%		5.0%		5.3%

# Financial Projection

## *Projected Rate Track 1 – No Debt*

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash
2023	1.8%	2.91	3,137,975	2,509,774	17,475,149	11,666,229
2024	1.8%	3.22	3,378,815	2,752,349	13,524,303	11,923,893
2025	1.8%	3.52	3,626,525	2,981,836	10,458,503	12,178,061
2026	0.0%	3.37	3,274,775	2,967,405	12,813,652	12,326,265
2027	0.0%	3.23	3,002,257	2,992,605	14,079,572	13,782,415

# Financial Projection

Section VI, Item 1.

## *Projected Rate Track 2 – \$5M 2024 Debt Issuance (20 year, 5%)*

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash
2023	1.0%	2.72	2,839,726	2,509,774	17,194,700	11,343,500
2024	1.0%	2.23	2,770,940	2,699,569	17,269,645	11,729,147
2025	1.0%	2.31	2,697,321	2,929,202	12,947,611	12,127,958
2026	0.0%	2.19	2,340,924	2,900,625	14,035,878	11,659,272
2027	0.0%	2.08	2,063,737	2,913,766	14,024,191	13,115,422

# Cost of Service

# Electric Cost of Service Results (2020 study)

Customer Class	Cost of Service	Projected Rate Revenue	% Change
Residential (110)	\$ 5,387,245	\$ 5,251,080	2.6%
Residential Heat (120)	713,409	682,769	4.5%
Residential TOU (115)	156,213	134,165	16.4%
Small General Service (130)	2,621,876	2,974,429	-11.9%
Municipal	21,163	21,211	-0.2%
Exempt	56,934	58,814	-3.2%
Security Lighting (Secl)	96,002	88,820	8.1%
Street Lighting (SL)	202,608	143,867	40.8%
Small General Service (Demand) (140SGS)	2,376,673	2,548,898	-6.8%
Large General Service (150LGS)	8,194,935	8,499,181	-3.6%
Large General Service Int (151LGS)	686,774	697,520	-1.5%
Large General Service TOU (160LGST)	4,962,903	4,971,041	-0.2%
Large General Service Data (163LGSD)	2,629,823	2,704,032	-2.7%
Large General Service >5MW (165LGS)	5,572,689	5,554,413	0.3%
Hydroponic Agriculture Farming (167)	1,643,325	1,457,319	12.8%
Total	\$ 35,322,572	\$ 35,787,558	-1.3%



# Monthly Charge (2020 Study)

Section VI, Item 1.

Customer Class	COS Customer Charge	Current Average Customer Charge
Residential (110)	\$ 22.75	\$ 9.00
Residential Heat (120)	22.75	9.00
Residential TOU (115)	24.82	9.00
Small General Service (130)	39.35	20.00
Small General Service (Demand) (140SGS)	134.67	100.00
Large General Service (150LGS)	184.47	150.00
Large General Service Int (151LGS)	270.27	225.00
Large General Service TOU (160LGST)	270.27	260.00
Large General Service Data (163LGSD)	282.35	260.00
Large General Service >5MW (165LGS)	339.04	250.00
Hydroponic Agriculture Farming (167)	414.34	260.00

130 subsequent rate design reduced energy and raised customer charge to \$23  
(8.2% Reduction overall)

# Next Steps

- Other Scenarios?
- Rate Design – move toward cost of service
- PCA rebalance base

**File Attachments for Item:**

2. Rain Barrels

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

**SUBJECT:** Rain barrels are an effective tool for capturing roof runoff to be later used for landscaping purposes. This reduces stormwater pollution and conserves water.

The City of Rochelle would like to offer its residents the opportunity to purchase rain barrels from a sustainable source at a reduced cost by working with UpCycle Products Inc.

Residents can purchase rain barrels from the Rochelle 2023 Home Delivery Rain Barrel event page at [Upcycle-products.com](https://upcycle-products.com), starting in mid-March, at a reduced cost of between \$40 and \$70 per barrel, and will include home delivery.

The reduced cost rate will apply to residents who are up to date on their city utility bills, with a limit of one subsidized rain barrel per calendar year per household. The City of Rochelle will subsidize up to 100 rain barrels on a first come, first served basis. The total estimated cost for the City of Rochelle is approximately \$5,000 and will be provided by the storm water fund.

**File Attachments for Item:**

**1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:**

- a) Approve Minutes of City Council Meeting - 2/27/23
- b) Approve Check Registers: #205257-205319, #205320-205412
- c) Approve Payroll - 2/19/23



**MINUTES**  
**CITY COUNCIL MEETING**  
**Monday, February 27, 2023 at 6:30 PM**

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor Bearrows. Prayer was said by Ed Rice.
- II. ROLL CALL:** Present were Councilor T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Also present were City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo and City Attorney Dominick Lanzito.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:** None
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report – Announced the State of the Community Address March 2 at 6 P.M. The Job Fair will be March 10 at RTHS, having 40 + businesses attending.
  2. Council Members – Councilor Arteaga congratulated RTHS wrestler Dempsey Atkinson attending IHSA Girls Wrestling Championship.
- V. PUBLIC COMMENTARY:** None.
- VI. BUSINESS ITEMS:**
1. **CONSENT AGENDA ITEMS BY OMNIUS VOTE** with Recommendations:
    - a) Approve Minutes of City Council Meeting - 2/13/2023
    - b) Approve Check Registers - 205171-205242, 205078-205169, 205170
    - c) Approve Payroll - 01/23/2023-02/05/2023
    - d) Approve Request from VFW Auxiliary for 2023 Garden Plots
    - e) Approve 2022 Zoning Map Resolution
    - f) Approve Special Event Request - Lucky Hub Dash

Motion made by Councilor Hayes, Seconded by Councilor D. McDermott, "**I move consent agenda items (a) through (f) be approved by Omnibus vote as recommended.**" Yea: T. McDermott, Hayes, D. McDermott, Gruben, Councilor Shaw-Dickey, Arteaga, Mayor Bearrows. Motion passed 7-0.
  2. **2024 Façade Grant Program Revisions.** As the Façade Improvement Grant Program begins to grow, the application process continues to expand to reach more businesses within our community. The following changes are proposed to allow more businesses the opportunity to apply: Under Eligible Properties and Applicants:
 

Any business, either wholly or partially owned by an individual or group of individuals whose received money in the past 5 years will not be eligible for funds for up to 3 years. The program defines owner as any common ownership if it is a corporation or limited liability company. Under Section 4 of the "Agreement":

By November 1st of the current budget year, documentation must be submitted to receive reimbursement. Michelle Pease, Community Development Director was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "**I move Council approve the 2024 Façade Grant Program Revisions.**" Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Motion passed 7-0.

**VII. DISCUSSION ITEMS: Comprehensive Plan Update.** The City of Rochelle adopted its first Comprehensive Plan in 1973, with the most recent update in 2016 by Teska & Associates. The Comprehensive Plan is intended to provide a framework for future development and revitalization based on existing conditions, trends, goals, and objectives. In order to be an effective tool, the Plan should be updated every 5-7 years. In keeping with this guideline, the City has hired Teska & Associates to assist with a revision to the 2016 plan. Teska and Associates has worked closely with the City over the years to update the Plan. The total estimated fee is approximately \$9,560. This fee will include 4 workshops, 1 public hearing and all required text revisions identified within the Plan. The funding source is Community Development- Other Professional Services. \$15,000 was budgeted. Michelle Pease was available for questions.

**Facade Improvement Grant Review.** Michelle Knight Community Development Specialist presented an overview to Council for the 2019-2022 Façade Improvement Grant. Both Michelle Knight and Michelle Pease were available to answer questions.

**VIII. EXECUTIVE SESSION:** At 6:53 P.M., motion made by Councilor T. McDermott, Seconded by Councilor Arteaga, **"I move the Council recess into executive session to discuss the (appointment, employment, compensation, discipline, performance and/or dismissal) of specific employees(s). Section (C) (1) and to discuss pending or imminent litigation. Section (c) (11)."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Motion passed 7-0.

At 7:40 P.M., Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council return to open session."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Motion passed 7-0.

**IX. ADJOURNMENT:** At 7:41 P.M., motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Motion passed 7-0.

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John Bearrows, Mayor

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City Clerk, Rose Huéramo



Rochelle, IL

Section VII, Item 1.

# Payment Register

APPKT01416 - Check Run 02/27/23

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">03429</a>	ADVANCE AUTO PARTS			1,598.66
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">205257</a>	02/27/2023	1,598.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">6632-332608</a>	Hydraulic Supplies For Units R142 & R119	12/28/2022	12/28/2022	0.00 33.78
<a href="#">6632-332869</a>	Service Supplies For Unit R143	01/04/2023	01/04/2023	0.00 162.62
<a href="#">6632-332884</a>	Service Supplies For Unit R142	01/04/2023	01/04/2023	0.00 162.62
<a href="#">6632-332886</a>	Gas Cap For Unit R107	01/04/2023	01/04/2023	0.00 12.89
<a href="#">6632-332927</a>	Service Supplies For Unit R122	01/05/2023	01/05/2023	0.00 230.51
<a href="#">6632-332968</a>	Service Supplies For Unit R119	01/06/2023	01/06/2023	0.00 138.03
<a href="#">6632-333043</a>	Service Supplies For Unit R123	01/09/2023	01/09/2023	0.00 230.51
<a href="#">6632-333971</a>	Hydraulic Supplies For Units R143 & R155	02/01/2023	02/01/2023	0.00 386.44
<a href="#">6632-334118</a>	Hydraulic Supplies For Units R143, R155 & R156	02/06/2023	02/06/2023	0.00 299.24
<a href="#">6632-334137</a>	Credit For Electrical Supplies Units R143 & R155	02/06/2023	02/06/2023	0.00 -57.98

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">06535</a>	AIRGAS USA, LLC			190.13
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">205258</a>	02/27/2023	190.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">9134692737</a>	Gas For Shop Torch	02/06/2023	02/06/2023	0.00 190.13

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">10663</a>	AMAZON CAPITAL SERVICES			739.97
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">205259</a>	02/27/2023	739.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">116F-Q3D7-GGY4</a>	Hardware for Cherry Ave project	02/16/2023	02/16/2023	0.00 237.33
<a href="#">16NG-LRXQ-KD34</a>	File Folders	02/19/2023	02/19/2023	0.00 14.13
<a href="#">1TXY-G76D-FPD1</a>	3 hole punch/sharpies/white board/clock/file cab	02/18/2023	02/18/2023	0.00 488.51

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">00040</a>	ANDERSON PLUMBING & HTG, INC			765.59
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">205260</a>	02/27/2023	765.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">108038</a>	404/405 Lincoln Hwy- Water leak/Replace shutoff	02/13/2023	02/13/2023	0.00 465.59
<a href="#">108109</a>	Well 12 Test Backflow Preventers	02/17/2023	02/17/2023	0.00 300.00

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">01850</a>	ANIXTER, INC			372.10
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">205261</a>	02/27/2023	372.10	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">5569736-05</a>	Major/Minor Inventory #955/2125/1852/1880/1135	02/21/2023	02/21/2023	0.00 190.50
<a href="#">5592395-01</a>	Alum Service Clamp	02/21/2023	02/21/2023	0.00 181.60



# Payment Register

APPKT014

Section VII, Item 1.

3

<b>Vendor Number</b> <a href="#">09297</a>	<b>Vendor Name</b> BLACKHAWK HILLS REGIONAL COUNCIL					<b>Total Vendor Amount</b> 27,017.88
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205262</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 27,017.88
<b>Payable Number</b> <a href="#">2023-7</a>	<b>Description</b> 2023 LEE OGLE ENTERPRISE ZONE ADMIN FEE	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 27,017.88	
<b>Vendor Number</b> <a href="#">INC1022</a>	<b>Vendor Name</b> BOEHM, MARK					<b>Total Vendor Amount</b> 38.65
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205263</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 38.65
<b>Payable Number</b> <a href="#">022123</a>	<b>Description</b> Mileage for IGFOA luncheon	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 38.65	
<b>Vendor Number</b> <a href="#">04449</a>	<b>Vendor Name</b> BRUNS CONSTRUCTION, INC.					<b>Total Vendor Amount</b> 330.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205264</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 330.00
<b>Payable Number</b> <a href="#">10592</a>	<b>Description</b> Snow Removal 1030 s 7th st	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 330.00	
<b>Vendor Number</b> <a href="#">08756</a>	<b>Vendor Name</b> BUSINESS RADIO LICENSING					<b>Total Vendor Amount</b> 110.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205265</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 110.00
<b>Payable Number</b> <a href="#">WPAJ714-2023</a>	<b>Description</b> FCC License Renewal	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 110.00	
<b>Vendor Number</b> <a href="#">03046</a>	<b>Vendor Name</b> C.S.R. BOBCAT, INC					<b>Total Vendor Amount</b> 3.35
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205266</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 3.35
<b>Payable Number</b> <a href="#">01-10981</a>	<b>Description</b> Plug For Unit R132	<b>Payable Date</b> 02/10/2023	<b>Due Date</b> 02/10/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3.35	
<b>Vendor Number</b> <a href="#">00540</a>	<b>Vendor Name</b> CARDOTT, CHRIS					<b>Total Vendor Amount</b> 390.58
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205267</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 390.58
<b>Payable Number</b> <a href="#">022023</a>	<b>Description</b> IGFOA Conference Reimbursement	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 390.58	
<b>Vendor Number</b> <a href="#">08113</a>	<b>Vendor Name</b> CARUS LLC					<b>Total Vendor Amount</b> 5,705.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205268</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 5,705.00
<b>Payable Number</b> <a href="#">SLS 10106126</a>	<b>Description</b> Aquadene MP	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5,705.00	
<b>Vendor Number</b> <a href="#">08642</a>	<b>Vendor Name</b> CHARLES PRODUCTS, LLC.					<b>Total Vendor Amount</b> 131.76
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205269</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 131.76
<b>Payable Number</b> <a href="#">PSI-130330</a>	<b>Description</b> RR Park Merch for Resale	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 131.76	
<b>Vendor Number</b> <a href="#">09112</a>	<b>Vendor Name</b> CINTAS					<b>Total Vendor Amount</b> 493.45
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205270</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 493.45
<b>Payable Number</b> <a href="#">4146646494</a>	<b>Description</b> Rags & Rug Services	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 76.42	

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<a href="#">4146646596</a>	Floor Mats/lab Coats	02/15/2023	02/15/2023	0.00	67.49
<a href="#">4146646650</a>	Floor Mats/Shop Towels	02/15/2023	02/15/2023	0.00	166.21
<a href="#">4147198737</a>	MATS AND TOWELS	02/21/2023	02/21/2023	0.00	183.33
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10315</a>	CIT TRUCKS	313.21			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205271</a>	02/27/2023	313.21		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">109P186495</a>	Coolant Sensor For Unit 143	02/09/2023	02/09/2023	0.00	313.21
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">09770</a>	COMPASS MINERALS AMERICA	25,307.13			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205272</a>	02/27/2023	25,307.13		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">1140922</a>	Road Salt For Operations	02/20/2023	02/20/2023	0.00	25,307.13
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">INC1029</a>	CORDOGAN CLARK & ASSOCIATES, INC.	3,000.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205273</a>	02/27/2023	3,000.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">26099</a>	333 Counter Engineering	02/15/2023	02/15/2023	0.00	3,000.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">00143</a>	CRESCENT ELECTRIC SUPPLY	242.41			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205274</a>	02/27/2023	242.41		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">S511149565.001</a>	3" & 5" PVC Couplings	02/17/2023	02/17/2023	0.00	242.41
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">05884</a>	DENNIS W. MARTINEZ	261.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205275</a>	02/27/2023	261.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">745</a>	Shovel & Salt Page Park	02/12/2023	02/12/2023	0.00	261.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">03396</a>	FASTENAL	521.82			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205276</a>	02/27/2023	521.82		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">ILROH101218</a>	HCS 3/4-10x3.5 & 3/4-10 Hardware	02/06/2023	02/06/2023	0.00	58.44
<a href="#">ILROH101229</a>	Shop Supplies	02/07/2023	02/07/2023	0.00	75.78
<a href="#">ILROH101245</a>	Shop Supplies	02/08/2023	02/08/2023	0.00	195.89
<a href="#">ILROH101246</a>	Eyewear	02/08/2023	02/08/2023	0.00	103.14
<a href="#">ILROH101251</a>	28" Safety Cone	02/09/2023	02/09/2023	0.00	60.03
<a href="#">ILROH101252</a>	14.5" Cable Ties	02/09/2023	02/09/2023	0.00	28.54
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">07183</a>	FLETCHER & SIPPEL LLC	2,138.50			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">205277</a>	02/27/2023	2,138.50		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">50709</a>	GENERAL RAILROAD MATTERS	11/16/2022	11/16/2022	0.00	1,017.50
<a href="#">51156</a>	ICC STEAM PLANT ROAD LEGAL MATTERS	02/16/2023	02/16/2023	0.00	1,121.00

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">07243</a>	FRONTIER NORTH INC					3,468.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205278</a>			02/27/2023	3,468.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">6103R953-S-22354</a>	Monthly Collocation Charges Frontier Building	12/20/2022	12/20/2022	0.00	1,160.89	
<a href="#">6103R953-S-23020</a>	Monthly Collocation Charges Frontier Building	01/20/2023	01/20/2023	0.00	1,169.20	
<a href="#">6103R953-S-23051</a>	Monthly Collocation Charges Frontier Building	02/20/2023	02/20/2023	0.00	1,138.06	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10531</a>	FS.COM INC.					240.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205279</a>			02/27/2023	240.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">IN102302160656</a>	Hardware for Fiber project for Cherry Ave	02/16/2023	02/16/2023	0.00	240.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01248</a>	GRAINGER, INC.					77.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205280</a>			02/27/2023	77.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9611191512</a>	Male Adapter 3/4" PVC	02/16/2023	02/16/2023	0.00	29.10	
<a href="#">9611543498</a>	Male Adapter 3/4" PVC	02/16/2023	02/16/2023	0.00	48.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00493</a>	GROVERS SERVICES, LLC					4,800.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205281</a>			02/27/2023	4,800.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022023</a>	Trimmed/Removed Trees Week of Feb 13th	02/20/2023	02/20/2023	0.00	4,800.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">11029</a>	HACKBARTH TRUCK & EQUIPMENT LLC					2,301.04
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205282</a>			02/27/2023	2,301.04	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">522</a>	Brake & Wheel Bearing Repair For Unit 107	02/02/2023	02/02/2023	0.00	2,301.04	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10256</a>	HAWKINS, INC.					1,492.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205283</a>			02/27/2023	1,492.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">6405253</a>	Azone 15 1lb mini-bulk	02/15/2023	02/15/2023	0.00	1,492.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10769</a>	IDEXX DISTRIBUTION, INC					2,099.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205284</a>			02/27/2023	2,099.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3122965162</a>	200Vessels/Gamma IRAD colilert/Comparator	02/09/2023	02/09/2023	0.00	2,099.11	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03285</a>	IL STATE POLICE					232.88
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205285</a>			02/27/2023	232.88	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022023</a>	Monthly 911 Voip Charges	02/20/2023	02/20/2023	0.00	232.88	

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<b>Vendor Number</b> <a href="#">07208</a>	<b>Vendor Name</b> JAMES G. AHLBERG					<b>Total Vendor Amount</b> 150.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205286</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 150.00	
<b>Payable Number</b> <a href="#">2852</a>	<b>Description</b> Legal Service	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00	
<b>Vendor Number</b> <a href="#">08198</a>	<b>Vendor Name</b> JSN CONTRACTORS SUPPLY					<b>Total Vendor Amount</b> 663.60
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205287</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 663.60	
<b>Payable Number</b> <a href="#">86034</a>	<b>Description</b> Face shield/Masks/Gloves/Rain Gear	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 663.60	
<b>Vendor Number</b> <a href="#">09764</a>	<b>Vendor Name</b> KIMBALL MIDWEST					<b>Total Vendor Amount</b> 170.88
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205288</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 170.88	
<b>Payable Number</b> <a href="#">100755999</a>	<b>Description</b> Paint For The Shop	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 170.88	
<b>Vendor Number</b> <a href="#">00342</a>	<b>Vendor Name</b> LAWSON PRODUCTS, INC.					<b>Total Vendor Amount</b> 2,245.64
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205289</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 2,245.64	
<b>Payable Number</b> <a href="#">9310353400</a>	<b>Description</b> Gloves/Flap Disc/Cut off wheel/zip ties/lube	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,118.48	
<b>Payable Number</b> <a href="#">9310355783</a>	<b>Description</b> 1/2" Hex Nut/1/2" Cap Screw	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 261.41	
<b>Payable Number</b> <a href="#">9310361631</a>	<b>Description</b> SHOP SUPPLIES	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 865.75	
<b>Vendor Number</b> <a href="#">00356</a>	<b>Vendor Name</b> MACKLIN INCORPORATED					<b>Total Vendor Amount</b> 301.16
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205290</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 301.16	
<b>Payable Number</b> <a href="#">51996</a>	<b>Description</b> CA16 3/8" Chips	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 301.16	
<b>Vendor Number</b> <a href="#">03507</a>	<b>Vendor Name</b> MARK GILLIS TITLE AND LICENSE					<b>Total Vendor Amount</b> 87.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205291</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 87.00	
<b>Payable Number</b> <a href="#">022423</a>	<b>Description</b> FEE FOR TITLE SERVICES FOR 3 COR VEHLICES	<b>Payable Date</b> 02/24/2023	<b>Due Date</b> 02/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 87.00	
<b>Vendor Number</b> <a href="#">02727</a>	<b>Vendor Name</b> MENARDS - SYCAMORE					<b>Total Vendor Amount</b> 250.25
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205292</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 250.25	
<b>Payable Number</b> <a href="#">84606</a>	<b>Description</b> 1/2" 4x8 Plywood Sheets	<b>Payable Date</b> 02/06/2023	<b>Due Date</b> 02/06/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 250.25	
<b>Vendor Number</b> <a href="#">00028</a>	<b>Vendor Name</b> MODERN SHOE SHOP					<b>Total Vendor Amount</b> 233.99
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205293</a>			<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 233.99	
<b>Payable Number</b> <a href="#">013881</a>	<b>Description</b> Steel Toe Work Boots For Brad Schabacker	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 233.99	

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<b>Vendor Number</b> <a href="#">00415</a>	<b>Vendor Name</b> NAPA AUTO PARTS ROCHELLE					<b>Total Vendor Amount</b> 31.98
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205294</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 31.98
<b>Payable Number</b> <a href="#">047673</a>	<b>Description</b> Windshield Repair Kit For Unit 119	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 31.98	
<b>Vendor Number</b> <a href="#">08102</a>	<b>Vendor Name</b> NORTHERN IL AMBULANCE BILLING, INC.					<b>Total Vendor Amount</b> 7,652.68
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205295</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 7,652.68
<b>Payable Number</b> <a href="#">20123-01</a>	<b>Description</b> Ambulance Fees - January	<b>Payable Date</b> 02/01/2023	<b>Due Date</b> 02/01/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 7,652.68	
<b>Vendor Number</b> <a href="#">04897</a>	<b>Vendor Name</b> NPFLRA					<b>Total Vendor Amount</b> 191.67
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205296</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 191.67
<b>Payable Number</b> <a href="#">4209</a>	<b>Description</b> 2023 Membership Dues	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 191.67	
<b>Vendor Number</b> <a href="#">INC1010</a>	<b>Vendor Name</b> PACE ANALYTICAL SERVICES, LLC					<b>Total Vendor Amount</b> 709.25
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205297</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 709.25
<b>Payable Number</b> <a href="#">19544972</a>	<b>Description</b> Rochelle 503 land App- Chemicals	<b>Payable Date</b> 01/31/2023	<b>Due Date</b> 01/31/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 709.25	
<b>Vendor Number</b> <a href="#">INC1110</a>	<b>Vendor Name</b> PEST CONTROL CONSULTANTS ILLINOIS					<b>Total Vendor Amount</b> 465.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205298</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 465.00
<b>Payable Number</b> <a href="#">420316</a>	<b>Description</b> 1030 S 7th St Pest Control	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 150.00	
<b>Payable Number</b> <a href="#">420324</a>	<b>Description</b> RMU Wells 8,10,11,12	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 200.00	
<b>Payable Number</b> <a href="#">420344</a>	<b>Description</b> Pest Control- Waste Water	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 65.00	
<b>Payable Number</b> <a href="#">420814</a>	<b>Description</b> 1030 S 7th St Pest Control	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 50.00	
<b>Vendor Number</b> <a href="#">01154</a>	<b>Vendor Name</b> PRESCOTT BROS. FORD					<b>Total Vendor Amount</b> 1,524.57
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205299</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 1,524.57
<b>Payable Number</b> <a href="#">88057</a>	<b>Description</b> E8 EGR repair/Brake Lights out	<b>Payable Date</b> 12/20/2022	<b>Due Date</b> 12/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,524.57	
<b>Vendor Number</b> <a href="#">08908</a>	<b>Vendor Name</b> R&R PRODUCTS, INC.					<b>Total Vendor Amount</b> 930.05
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205300</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 930.05
<b>Payable Number</b> <a href="#">CD2755881</a>	<b>Description</b> reel	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 269.35	
<b>Payable Number</b> <a href="#">CD2755930</a>	<b>Description</b> bedknives	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 660.70	
<b>Vendor Number</b> <a href="#">10839</a>	<b>Vendor Name</b> R.N.O.W., INC.					<b>Total Vendor Amount</b> 243,645.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205301</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 243,645.00
<b>Payable Number</b> <a href="#">2023-65128</a>	<b>Description</b> Ford Camera Van	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 243,645.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1155</a>	R.P. HOME & HARVEST					272.89
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205302</a>			02/27/2023	272.89	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2731162</a>	CHOP SAW	02/17/2023	02/17/2023	0.00	237.97	
<a href="#">2744253</a>	Putty Knife/Grease Gun/Parts Cleaner	02/20/2023	02/20/2023	0.00	34.92	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1344</a>	R.P. LUMBER					3,575.68
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205303</a>			02/27/2023	3,575.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">763149</a>	Cabinets 1030 S 7th St- Kitchen/Work Station	02/15/2023	02/15/2023	0.00	3,575.68	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01642</a>	RAY O'HERRON CO. INC					179.95
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205304</a>			02/27/2023	179.95	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2253353</a>	Officer Pavia vest carrier	02/20/2023	02/20/2023	0.00	179.95	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10178</a>	RIGGS CONSTRUCTION & REMODELING					300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205305</a>			02/27/2023	300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">021923</a>	Snow Removal - RR Park	02/19/2023	02/19/2023	0.00	300.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02241</a>	ROCHELLE JANITORIAL SUPPLY					621.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205306</a>			02/27/2023	621.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">021423-2</a>	Paper Towels	02/15/2023	02/15/2023	0.00	226.55	
<a href="#">021523-1</a>	Janitorial Supplies	02/15/2023	02/15/2023	0.00	243.47	
<a href="#">021523-2</a>	Paper Towels	02/15/2023	02/15/2023	0.00	35.91	
<a href="#">021523-5</a>	PAPER PLATES AND TRASH BAGS	02/15/2023	02/15/2023	0.00	115.97	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02459</a>	SECRETARY OF STATE					489.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205307</a>			02/27/2023	163.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022423-3</a>	TITLE TO COR & MUNICIPAL PLATES	02/24/2023	02/24/2023	0.00	163.00	
Check	<a href="#">205308</a>			02/27/2023	163.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022423-1</a>	TITLE TO COR & MUNICIPAL PLATES	02/24/2023	02/24/2023	0.00	163.00	
Check	<a href="#">205309</a>			02/27/2023	163.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022423-2</a>	TITLE TO COR & MUNICIPAL PLATES	02/24/2023	02/24/2023	0.00	163.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09833</a>	STAPLES BUSINESS CREDIT					115.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205310</a>			02/27/2023	115.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">7373611912-0-1</a>	Printer Ink	02/13/2023	02/13/2023	0.00	45.50	
<a href="#">7373677286-0-1</a>	Batteries AA / D	02/14/2023	02/14/2023	0.00	69.58	

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<b>Vendor Number</b> <a href="#">INC1345</a>	<b>Vendor Name</b> SYCAMORE STATE THEATER					<b>Total Vendor Amount</b> 594.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205311</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 594.00
<b>Payable Number</b> <a href="#">1003</a>	<b>Description</b> 2023 Employee Engagement - Movie Night	<b>Payable Date</b> 02/18/2023	<b>Due Date</b> 02/18/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 594.00	
<b>Vendor Number</b> <a href="#">03263</a>	<b>Vendor Name</b> TALLMAN EQUIPMENT COMPANY, INC.					<b>Total Vendor Amount</b> 1,225.52
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205312</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 1,225.52
<b>Payable Number</b> <a href="#">3347724</a>	<b>Description</b> Speedy Sharp Knife Sharpner	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 97.33	
<b>Payable Number</b> <a href="#">3347753</a>	<b>Description</b> Milwaukee Search Lights/ Batteries/Chargers	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,128.19	
<b>Vendor Number</b> <a href="#">10445</a>	<b>Vendor Name</b> TRI-CITY ELECTRIC COMPANY OF IOWA					<b>Total Vendor Amount</b> 6,421.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205313</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 6,421.00
<b>Payable Number</b> <a href="#">284470</a>	<b>Description</b> Power Plant Gen 9 Controls	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 6,421.00	
<b>Vendor Number</b> <a href="#">04522</a>	<b>Vendor Name</b> TURNER, DEBBIE					<b>Total Vendor Amount</b> 1,470.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205314</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 1,470.00
<b>Payable Number</b> <a href="#">2653</a>	<b>Description</b> JANITORIAL SERVICES	<b>Payable Date</b> 02/19/2023	<b>Due Date</b> 02/19/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,470.00	
<b>Vendor Number</b> <a href="#">INC1238</a>	<b>Vendor Name</b> TWO DOE CONSTRUCTION SERVICES					<b>Total Vendor Amount</b> 7,520.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205315</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 7,520.00
<b>Payable Number</b> <a href="#">PARTIAL INV #2-COMFORT INI</a>	<b>Description</b> Hickory Grove Demo Project Comfort Inn Restoration	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 7,520.00	
<b>Vendor Number</b> <a href="#">10785</a>	<b>Vendor Name</b> TYLER TECHNOLOGIES, INC					<b>Total Vendor Amount</b> 97.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205316</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 97.50
<b>Payable Number</b> <a href="#">025-412837</a>	<b>Description</b> Assistance for Pension Accounting in Incode	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 97.50	
<b>Vendor Number</b> <a href="#">03986</a>	<b>Vendor Name</b> UNIVERSAL UTILITY SUPPLY CO					<b>Total Vendor Amount</b> 1,583.25
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205317</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 1,583.25
<b>Payable Number</b> <a href="#">3039335</a>	<b>Description</b> 750 MCM Compression Splice	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 71.25	
<b>Payable Number</b> <a href="#">3039346</a>	<b>Description</b> SMU20 175e Fuses	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,512.00	
<b>Vendor Number</b> <a href="#">00991</a>	<b>Vendor Name</b> USA BLUEBOOK					<b>Total Vendor Amount</b> 1,823.45
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205318</a>				<b>Payment Date</b> 02/27/2023	<b>Payment Amount</b> 1,823.45
<b>Payable Number</b> <a href="#">270525</a>	<b>Description</b> KOPkit/Foot Valve Strainer/injection Valve/PVC tub	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 837.20	
<b>Payable Number</b> <a href="#">273490</a>	<b>Description</b> Hach Total Phosphate/pocket pro pH/Chlorine/log	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 986.25	

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Vendor Number		Vendor Name		Total Vendor Amount	
<a href="#">00663</a>		WESCO RECEIVABLES CORP		237.25	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		<a href="#">205319</a>		02/27/2023	237.25
Payable Number		Description		Payable Date	Due Date
<a href="#">206165</a>		YS 36 Butt Splice		02/03/2023	02/03/2023
				Discount Amount	Payable Amount
				0.00	237.25



Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	102	63	0.00	370,161.16
Packet Totals:		102	63	0.00	370,161.16

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-370,161.16
Packet Totals:		-370,161.16



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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	<a href="#">205383</a>			03/06/2023	0.00	
**Void Check	<a href="#">205406</a>			03/06/2023	0.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09793</a>	926 CUSTOM EMBROIDERY					91.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205320</a>			03/06/2023	91.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">001059</a>	Patches added to uniform	02/24/2023	02/24/2023	0.00	27.00	
<a href="#">001061</a>	Officer Hats	02/24/2023	02/24/2023	0.00	64.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06620</a>	AIR ONE EQUIPMENT, INC.					225.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205321</a>			03/06/2023	225.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">190635</a>	Meter Calibration Gas	02/22/2023	02/22/2023	0.00	225.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06535</a>	AIRGAS USA, LLC					2,730.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205322</a>			03/06/2023	2,730.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9135211398</a>	PLASMA CUTTER	02/21/2023	02/21/2023	0.00	2,683.24	
<a href="#">9135211399</a>	TORCH TANK GUAGES	02/21/2023	02/21/2023	0.00	47.32	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02443</a>	ALTEC INDUSTRIES, INC.					426.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205323</a>			03/06/2023	426.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">12216467</a>	Hot Stick Wiping Cloth	02/15/2023	02/15/2023	0.00	426.19	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10663</a>	AMAZON CAPITAL SERVICES					204.93
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205324</a>			03/06/2023	204.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">16TK-7QJY-1P9R</a>	office equipment	02/28/2023	02/28/2023	0.00	69.98	
<a href="#">1LWN-VH37-7GRH</a>	White Cotton Work Gloves	02/23/2023	02/23/2023	0.00	22.99	
<a href="#">1Y7K-97YX-RWXJ</a>	Garage Door Openers	02/26/2023	02/26/2023	0.00	111.96	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00040</a>	ANDERSON PLUMBING & HTG, INC					3,603.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205325</a>			03/06/2023	3,603.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">108124</a>	1017 N 7thSt Jet Sewer Line	02/21/2023	02/21/2023	0.00	545.50	
<a href="#">108210</a>	Heater For Street Bldg Due To Crack Heat Exchanger	02/22/2023	02/22/2023	0.00	3,058.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01850</a>	ANIXTER, INC					7,048.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205326</a>			03/06/2023	7,048.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">5569736-06</a>	Minor Inv # 2125	02/28/2023	02/28/2023	0.00	117.44	
<a href="#">5569736-07</a>	Galv Cable Clamp	02/23/2023	02/23/2023	0.00	334.20	
<a href="#">5592395-00</a>	Alum Service Clamp	02/23/2023	02/23/2023	0.00	272.40	
<a href="#">5598619-00</a>	Major Inventory #1413	02/22/2023	02/22/2023	0.00	3,943.00	
<a href="#">5599551-00</a>	Maj/Min Inventory #515,641,814,1214,1957	02/22/2023	02/22/2023	0.00	2,185.19	
<a href="#">5605909-00</a>	Maj/Min Inv #1410/1973	02/28/2023	02/28/2023	0.00	196.36	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05814</a>	ARC IMAGING RESOURCES					185.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205327</a>			03/06/2023	185.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">B30583</a>	OCE COLORWAVE 500 MAINTENANCE AND COPY FEE	02/27/2023	02/27/2023	0.00	185.28	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02616</a>	BAXTER & WOODMAN, INC.					1,810.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205328</a>			03/06/2023	1,810.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0243687</a>	Sewer Use and Pretreatment Ordinance	02/20/2023	02/20/2023	0.00	1,810.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1022</a>	BOEHM, MARK					3.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205329</a>			03/06/2023	3.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022423</a>	Postage	02/24/2023	02/24/2023	0.00	3.35	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10906</a>	BRIDGESTONE GOLF, INC.					1,988.12
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205330</a>			03/06/2023	1,988.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">INV-1003147439</a>	golf balls	02/28/2023	02/28/2023	0.00	1,988.12	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05789</a>	C.E.S. INC					253.75
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205331</a>			03/06/2023	253.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">S115-23</a>	staking /surveying of City easement	02/20/2023	02/20/2023	0.00	253.75	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08113</a>	CARUS LLC					3,415.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205332</a>			03/06/2023	3,415.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">SLS 10106292</a>	Carus ILMB	02/24/2023	02/24/2023	0.00	3,415.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10707</a>	CEANTAR SIORALAINN INC.					247.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205333</a>			03/06/2023	247.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">1023</a>	Jail blanket laundry service	02/21/2023	02/21/2023	0.00	247.00	

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<b>Vendor Number</b> <a href="#">09112</a>	<b>Vendor Name</b> CINTAS					<b>Total Vendor Amount</b> 527.52
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205334</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">4147346646</a>	<b>Description</b> Floor Mats/Lab Coats	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 67.49	
<a href="#">4147346673</a>	Floor Mats/Shop Towels	02/22/2023	02/22/2023	0.00	166.21	
<a href="#">4147807821</a>	City Hall Mats	02/27/2023	02/27/2023	0.00	31.36	
<a href="#">4147807913</a>	Floor Mats	02/27/2023	02/27/2023	0.00	75.87	
<a href="#">4147962207</a>	MATS AND TOWELS	02/28/2023	02/28/2023	0.00	186.59	
<b>Vendor Number</b> <a href="#">00759</a>	<b>Vendor Name</b> CITY OF ROCHELLE					<b>Total Vendor Amount</b> 5,950.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205335</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">INV00769</a>	<b>Description</b> Jan 23- Sludge solid waste charge	<b>Payable Date</b> 02/23/2023	<b>Due Date</b> 02/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5,950.00	
<b>Vendor Number</b> <a href="#">00143</a>	<b>Vendor Name</b> CRESCENT ELECTRIC SUPPLY					<b>Total Vendor Amount</b> 234.33
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205336</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">S511177496.001</a>	<b>Description</b> Square D Contactor	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 234.33	
<b>Vendor Number</b> <a href="#">10102</a>	<b>Vendor Name</b> DATA VOICE INTERNATIONAL, INC.					<b>Total Vendor Amount</b> 430.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205337</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">MNO0004174</a>	<b>Description</b> Customer Facing Mobile App/Lineman App	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 430.00	
<b>Vendor Number</b> <a href="#">04492</a>	<b>Vendor Name</b> DELL MARKETING L.P.					<b>Total Vendor Amount</b> 7,049.73
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205338</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">10646740097</a>	<b>Description</b> Pat's laptop upgrade	<b>Payable Date</b> 01/23/2023	<b>Due Date</b> 01/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,449.75	
<b>Check</b> <a href="#">205339</a>	<b>Description</b> Laptops - J Rogers & C Cardott	<b>Payable Date</b> 01/17/2023	<b>Due Date</b> 01/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,599.98	
<b>Vendor Number</b> <a href="#">07065</a>	<b>Vendor Name</b> DISH					<b>Total Vendor Amount</b> 61.10
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205340</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">021723</a>	<b>Description</b> Monthly Dish Bill	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 61.10	
<b>Vendor Number</b> <a href="#">09421</a>	<b>Vendor Name</b> EVOQUA WATER TECHNOLOGIES LLC					<b>Total Vendor Amount</b> 652.94
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205341</a>					<b>Payment Date</b> 03/06/2023
<b>Payable Number</b> <a href="#">905725001</a>	<b>Description</b> Membrane uf qd max temp	<b>Payable Date</b> 02/13/2023	<b>Due Date</b> 02/13/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 652.94	

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<b>Vendor Number</b> <a href="#">03396</a>	<b>Vendor Name</b> FASTENAL					<b>Total Vendor Amount</b> 267.47
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205342</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 267.47	
<b>Payable Number</b> <a href="#">ILROH101267</a>	<b>Description</b> Shop Supplies	<b>Payable Date</b> 02/13/2023	<b>Due Date</b> 02/13/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 267.47	
<b>Vendor Number</b> <a href="#">03334</a>	<b>Vendor Name</b> FERGUSON WATERWORKS #2516					<b>Total Vendor Amount</b> 1,105.07
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205343</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,105.07	
<b>Payable Number</b> <a href="#">0453918</a>	<b>Description</b> 22/4 Meter Wire 500ft	<b>Payable Date</b> 02/27/2023	<b>Due Date</b> 02/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,105.07	
<b>Vendor Number</b> <a href="#">00210</a>	<b>Vendor Name</b> FISCHERS, INC.					<b>Total Vendor Amount</b> 1,868.23
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205344</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,868.23	
<b>Payable Number</b> <a href="#">0743394-001</a>	<b>Description</b> Printer Toner	<b>Payable Date</b> 01/23/2023	<b>Due Date</b> 01/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 431.97	
<b>Payable Number</b> <a href="#">0743456-001</a>	<b>Description</b> Black Office Chair	<b>Payable Date</b> 01/27/2023	<b>Due Date</b> 01/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 734.50	
<b>Payable Number</b> <a href="#">0743883-001</a>	<b>Description</b> Total Copy Plan Charge	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 63.77	
<b>Payable Number</b> <a href="#">0743903-001</a>	<b>Description</b> total copy plan monthly charge	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 436.06	
<b>Payable Number</b> <a href="#">0743904-001</a>	<b>Description</b> Total Copy Plan Charge	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 63.67	
<b>Payable Number</b> <a href="#">0743905-001</a>	<b>Description</b> Total Copy Plan Charge	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 138.26	
<b>Vendor Number</b> <a href="#">00212</a>	<b>Vendor Name</b> FISHER SCIENTIFIC					<b>Total Vendor Amount</b> 402.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205345</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 402.00	
<b>Payable Number</b> <a href="#">0654302</a>	<b>Description</b> petri Dish Rack	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 402.00	
<b>Vendor Number</b> <a href="#">06609</a>	<b>Vendor Name</b> FRONTIER					<b>Total Vendor Amount</b> 1,466.48
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205346</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,466.48	
<b>Payable Number</b> <a href="#">021923</a>	<b>Description</b> PHONE/FAX LINES	<b>Payable Date</b> 02/19/2023	<b>Due Date</b> 02/19/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,466.48	
<b>Vendor Number</b> <a href="#">06501</a>	<b>Vendor Name</b> GLOBAL INDUSTRIAL					<b>Total Vendor Amount</b> 985.23
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205347</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 985.23	
<b>Payable Number</b> <a href="#">120142355</a>	<b>Description</b> Frameless Glass Showcase- Jay	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 985.23	
<b>Vendor Number</b> <a href="#">08833</a>	<b>Vendor Name</b> GLOBALSTAR USA					<b>Total Vendor Amount</b> 101.68
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205348</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 101.68	
<b>Payable Number</b> <a href="#">000000046175232</a>	<b>Description</b> Orbit 100 Plan	<b>Payable Date</b> 02/16/2023	<b>Due Date</b> 02/16/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 101.68	
<b>Vendor Number</b> <a href="#">01754</a>	<b>Vendor Name</b> GORDON FLESCH CO., INC					<b>Total Vendor Amount</b> 210.56
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205349</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 210.56	
<b>Payable Number</b> <a href="#">IN14091052</a>	<b>Description</b> Upstairs printer repairs	<b>Payable Date</b> 02/25/2023	<b>Due Date</b> 02/25/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 210.56	

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<b>Vendor Number</b> <a href="#">01248</a>	<b>Vendor Name</b> GRAINGER, INC.					<b>Total Vendor Amount</b> 119.89
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205350</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 119.89
<b>Payable Number</b> <a href="#">9618734413</a>	<b>Description</b> EMERGENCY LIGHTS FOR THE PLANT	<b>Payable Date</b> 02/23/2023	<b>Due Date</b> 02/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 119.89	
<b>Vendor Number</b> <a href="#">00493</a>	<b>Vendor Name</b> GROVERS SERVICES, LLC					<b>Total Vendor Amount</b> 5,600.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205351</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 5,600.00
<b>Payable Number</b> <a href="#">022723</a>	<b>Description</b> Trimmed /Removed Trees week of Feb 20th	<b>Payable Date</b> 02/27/2023	<b>Due Date</b> 02/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5,600.00	
<b>Vendor Number</b> <a href="#">00246</a>	<b>Vendor Name</b> HACH COMPANY					<b>Total Vendor Amount</b> 10,246.22
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205352</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 10,246.22
<b>Payable Number</b> <a href="#">13476052</a>	<b>Description</b> Lab Equipment Servicing	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 9,857.00	
<b>Payable Number</b> <a href="#">13479571</a>	<b>Description</b> Recycling Program Chem Key	<b>Payable Date</b> 02/23/2023	<b>Due Date</b> 02/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 389.22	
<b>Vendor Number</b> <a href="#">10256</a>	<b>Vendor Name</b> HAWKINS, INC.					<b>Total Vendor Amount</b> 1,837.63
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205353</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,837.63
<b>Payable Number</b> <a href="#">6408921</a>	<b>Description</b> Azone 15 1lb Mini-Bulk/Hydrofluosilicic Acid	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,837.63	
<b>Vendor Number</b> <a href="#">06754</a>	<b>Vendor Name</b> HINCKLEY SPRINGS					<b>Total Vendor Amount</b> 341.49
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205354</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 341.49
<b>Payable Number</b> <a href="#">10164186 021523</a>	<b>Description</b> Bottled Water	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 341.49	
<b>Vendor Number</b> <a href="#">06221</a>	<b>Vendor Name</b> HUMANA HEALTH CARE PLANS					<b>Total Vendor Amount</b> 124.24
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205355</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 124.24
<b>Payable Number</b> <a href="#">020123</a>	<b>Description</b> Ambulance Refund - T Bowers	<b>Payable Date</b> 02/01/2023	<b>Due Date</b> 02/01/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 124.24	
<b>Vendor Number</b> <a href="#">02784</a>	<b>Vendor Name</b> IGFOA					<b>Total Vendor Amount</b> 120.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205356</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 120.00
<b>Payable Number</b> <a href="#">022823</a>	<b>Description</b> Pension Institute Webinar - C Cardott	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 120.00	
<b>Vendor Number</b> <a href="#">01706</a>	<b>Vendor Name</b> IL ASSOC OF CHIEFS OF POLICE					<b>Total Vendor Amount</b> 132.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205357</a>				<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 132.00
<b>Payable Number</b> <a href="#">12845</a>	<b>Description</b> New hire testing materials	<b>Payable Date</b> 02/02/2023	<b>Due Date</b> 02/02/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 132.00	

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<b>Vendor Number</b> <a href="#">01798</a>	<b>Vendor Name</b> IN THE LINE OF DUTY					<b>Total Vendor Amount</b> 595.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205358</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 595.00	
<b>Payable Number</b> <a href="#">1425-R5-D</a>	<b>Description</b> Line of Duty Subscription	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 595.00	
<b>Vendor Number</b> <a href="#">00342</a>	<b>Vendor Name</b> LAWSON PRODUCTS, INC.					<b>Total Vendor Amount</b> 161.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205359</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 161.50	
<b>Payable Number</b> <a href="#">9310373508</a>	<b>Description</b> SHOP SUPPLIES	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 95.02	
<b>Payable Number</b> <a href="#">9310373509</a>	<b>Description</b> SHOP SUPPLIES	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 66.48	
<b>Vendor Number</b> <a href="#">02285</a>	<b>Vendor Name</b> LEE JENSEN SALES CO INC					<b>Total Vendor Amount</b> 142.59
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205360</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 142.59	
<b>Payable Number</b> <a href="#">0020156-00</a>	<b>Description</b> Radio Detection TX-5 Transmitter	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 142.59	
<b>Vendor Number</b> <a href="#">INC1346</a>	<b>Vendor Name</b> MARTELLE WATER TREATMENT					<b>Total Vendor Amount</b> 4,318.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205361</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 4,318.00	
<b>Payable Number</b> <a href="#">24752</a>	<b>Description</b> Carusol 20 Bulk	<b>Payable Date</b> 03/24/2023	<b>Due Date</b> 03/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 4,318.00	
<b>Vendor Number</b> <a href="#">00660</a>	<b>Vendor Name</b> MCMASTER-CARR SUPPLY CO					<b>Total Vendor Amount</b> 229.02
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205362</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 229.02	
<b>Payable Number</b> <a href="#">93041620</a>	<b>Description</b> Standard Welded Pipe/Underground PVC 4"	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 229.02	
<b>Vendor Number</b> <a href="#">10563</a>	<b>Vendor Name</b> MEDICARE PART B					<b>Total Vendor Amount</b> 306.91
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205363</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 306.91	
<b>Payable Number</b> <a href="#">022223</a>	<b>Description</b> Ambulance Refund - C Petry	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 306.91	
<b>Vendor Number</b> <a href="#">02727</a>	<b>Vendor Name</b> MENARDS - SYCAMORE					<b>Total Vendor Amount</b> 750.10
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205364</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 750.10	
<b>Payable Number</b> <a href="#">85112</a>	<b>Description</b> Steel Doors & Operating Supplies	<b>Payable Date</b> 02/14/2023	<b>Due Date</b> 02/14/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 750.10	
<b>Vendor Number</b> <a href="#">INC1347</a>	<b>Vendor Name</b> MIDWEST BIOSOLIDS ASSOCIATION					<b>Total Vendor Amount</b> 325.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205365</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 325.00	
<b>Payable Number</b> <a href="#">17</a>	<b>Description</b> Membership Dues- Generator/Processor Annual Produc	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 325.00	



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<b>Vendor Number</b> <a href="#">01726</a>	<b>Vendor Name</b> MIDWEST MAILWORKS, INC					<b>Total Vendor Amount</b> 448.23
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205366</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 448.23	
<b>Payable Number</b> <a href="#">241360</a>	<b>Description</b> complete mailroom services	<b>Payable Date</b> 02/19/2023	<b>Due Date</b> 02/19/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 448.23	
<b>Vendor Number</b> <a href="#">02887</a>	<b>Vendor Name</b> MUNICIPAL CLERKS OF ILLINOIS					<b>Total Vendor Amount</b> 55.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205367</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 55.00	
<b>Payable Number</b> <a href="#">022223</a>	<b>Description</b> Municipal Clerks of IL - MCI	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 55.00	
<b>Vendor Number</b> <a href="#">00415</a>	<b>Vendor Name</b> NAPA AUTO PARTS ROCHELLE					<b>Total Vendor Amount</b> 205.35
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205368</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 174.90	
<b>Payable Number</b> <a href="#">048447</a>	<b>Description</b> bearings	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 174.90	
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205369</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 30.45	
<b>Payable Number</b> <a href="#">048471</a>	<b>Description</b> Ring Terminal/Butt Connectors	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 30.45	
<b>Vendor Number</b> <a href="#">00627</a>	<b>Vendor Name</b> NIMCA					<b>Total Vendor Amount</b> 25.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205370</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 25.00	
<b>Payable Number</b> <a href="#">022223</a>	<b>Description</b> Northwestern IL Municipal Clerks Association NIMCA	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 25.00	
<b>Vendor Number</b> <a href="#">INC1060</a>	<b>Vendor Name</b> ORBIS SOLUTIONS, INC.					<b>Total Vendor Amount</b> 4,320.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205371</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 4,320.00	
<b>Payable Number</b> <a href="#">5574305</a>	<b>Description</b> Hardware Installation for Security upgrades	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 4,320.00	
<b>Vendor Number</b> <a href="#">INC1348</a>	<b>Vendor Name</b> PATNODE, NAOMI					<b>Total Vendor Amount</b> 90.95
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205372</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 90.95	
<b>Payable Number</b> <a href="#">021023</a>	<b>Description</b> Ambulance Refund - N Patnode	<b>Payable Date</b> 02/10/2023	<b>Due Date</b> 02/10/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 90.95	
<b>Vendor Number</b> <a href="#">INC1110</a>	<b>Vendor Name</b> PEST CONTROL CONSULTANTS ILLINOIS					<b>Total Vendor Amount</b> 175.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205373</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 175.00	
<b>Payable Number</b> <a href="#">421480</a>	<b>Description</b> Pest Control - Comm Hangar	<b>Payable Date</b> 02/27/2023	<b>Due Date</b> 02/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 50.00	
<b>Payable Number</b> <a href="#">421532</a>	<b>Description</b> Pest Control Bill	<b>Payable Date</b> 02/27/2023	<b>Due Date</b> 02/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 125.00	
<b>Vendor Number</b> <a href="#">09011</a>	<b>Vendor Name</b> PETERSON, JOHNSON & MURRAY					<b>Total Vendor Amount</b> 10,074.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205374</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 10,074.50	
<b>Payable Number</b> <a href="#">138953</a>	<b>Description</b> LEGAL EXPENSES - GENERAL LABOR & EMPLOYMENT	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,568.00	
<b>Payable Number</b> <a href="#">138958</a>	<b>Description</b> LEGAL SERVICES - TECH CENTER	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 112.50	
<b>Payable Number</b> <a href="#">138959</a>	<b>Description</b> LEGAL SERVICES - AIRPORT	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 382.50	

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<a href="#">138960</a>	LEGAL SERVICES - RAILROAD	02/21/2023	02/21/2023	0.00	540.00
<a href="#">138961</a>	LEGAL SERVICES - DOWNTOWN TIF	02/21/2023	02/21/2023	0.00	2,764.50
<a href="#">138962</a>	LEGAL EXPENSES - SOLAR PROJECT	02/21/2023	02/21/2023	0.00	135.00
<a href="#">138965</a>	LEGAL SERVICES - GENERAL MUNICIPAL MATTER	02/21/2023	02/21/2023	0.00	3,087.00
<a href="#">138966</a>	LEGAL SERVICES - WATER	02/21/2023	02/21/2023	0.00	360.00
<a href="#">138967</a>	LEGAL SERVICES - ELECTRIC	02/21/2023	02/21/2023	0.00	1,125.00

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">00693</a>	PETTY CASH - POLICE DEPT					60.13
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205375</a>	03/06/2023	60.13			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">022023</a>	Postage	02/20/2023	02/20/2023	0.00	52.13	
<a href="#">022723</a>	K9 Supplies	02/27/2023	02/27/2023	0.00	8.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">09882</a>	PHILLIPS, VERONICA					3,161.25
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205376</a>	03/06/2023	3,161.25			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">960</a>	Janitorial Service - City Hall/PD	02/24/2023	02/24/2023	0.00	3,161.25	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">01603</a>	PITNEY BOWES					1,008.50
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205377</a>	03/06/2023	1,008.50			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">022623</a>	postage	02/26/2023	02/26/2023	0.00	1,008.50	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">00554</a>	PRINTING ETC., INC.					59.44
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205378</a>	03/06/2023	59.44			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">23-0033</a>	SELF INKING STAMPS FOR CITY CLERK & MAYOR	02/16/2023	02/16/2023	0.00	59.44	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">INC1155</a>	R.P. HOME & HARVEST					101.25
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205379</a>	03/06/2023	101.25			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2752235</a>	SHOP SUPPLIES	02/22/2023	02/22/2023	0.00	24.99	
<a href="#">2754344</a>	Oil/WD40/14" Bar	02/23/2023	02/23/2023	0.00	56.27	
<a href="#">2754432</a>	SHOP SUPPLIES	02/23/2023	02/23/2023	0.00	19.99	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">09523</a>	RALFIE'S BBQ					1,435.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205380</a>	03/06/2023	1,435.00			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">000346</a>	Hiring Expo Lunch Sponsored by Rochelle Foods	02/28/2023	02/28/2023	0.00	1,435.00	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
<a href="#">01642</a>	RAY O'HERRON CO. INC					172.68
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>			
Check	<a href="#">205381</a>	03/06/2023	172.68			
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
<a href="#">2253846</a>	Uniform Boots - Chief Higby	02/22/2023	02/22/2023	0.00	137.68	
<a href="#">2255090</a>	Badge Repair - 303	02/28/2023	02/28/2023	0.00	35.00	

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<b>Vendor Number</b> <a href="#">00596</a>	<b>Vendor Name</b> ROCHELLE MUNICIPAL UTILITIES					<b>Total Vendor Amount</b> 69,013.72
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205382</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 69,013.72	
<b>Payable Number</b> <a href="#">022823</a>	<b>Description</b> Utilities	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 69,013.72	
<b>Vendor Number</b> <a href="#">00517</a>	<b>Vendor Name</b> ROCHELLE NEWS-LEADER					<b>Total Vendor Amount</b> 508.99
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205384</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 139.99	
<b>Payable Number</b> <a href="#">139.99</a>	<b>Description</b> Newspaper Subscription Renewal	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 139.99	
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205385</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 369.00	
<b>Payable Number</b> <a href="#">INV218379</a>	<b>Description</b> Getaway Guide	<b>Payable Date</b> 02/26/2023	<b>Due Date</b> 02/26/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 369.00	
<b>Vendor Number</b> <a href="#">03838</a>	<b>Vendor Name</b> RON'S TOWING					<b>Total Vendor Amount</b> 65.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205386</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 65.00	
<b>Payable Number</b> <a href="#">022223</a>	<b>Description</b> Towing 2003 Chevy Truck	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 65.00	
<b>Vendor Number</b> <a href="#">00294</a>	<b>Vendor Name</b> SECURITY LOCK INC.					<b>Total Vendor Amount</b> 1,990.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205387</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,990.00	
<b>Payable Number</b> <a href="#">14366</a>	<b>Description</b> New Key pads For Cemetery Bathroom Doors	<b>Payable Date</b> 02/23/2023	<b>Due Date</b> 02/23/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,990.00	
<b>Vendor Number</b> <a href="#">07322</a>	<b>Vendor Name</b> SERVICE CONCEPTS, INC.					<b>Total Vendor Amount</b> 4,230.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205388</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 4,230.50	
<b>Payable Number</b> <a href="#">30864</a>	<b>Description</b> Quaterly Mantaince for Data center	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,735.00	
<b>Payable Number</b> <a href="#">30865</a>	<b>Description</b> Maintance on Crac Units and Tech Center	<b>Payable Date</b> 02/21/2023	<b>Due Date</b> 02/21/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,495.50	
<b>Vendor Number</b> <a href="#">06600</a>	<b>Vendor Name</b> SIKICH LLP					<b>Total Vendor Amount</b> 5,000.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205389</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 5,000.00	
<b>Payable Number</b> <a href="#">7894</a>	<b>Description</b> 2022 Audit Progress Billing	<b>Payable Date</b> 02/27/2023	<b>Due Date</b> 02/27/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 5,000.00	
<b>Vendor Number</b> <a href="#">INC1349</a>	<b>Vendor Name</b> SILAC					<b>Total Vendor Amount</b> 77.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205390</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 77.50	
<b>Payable Number</b> <a href="#">022223</a>	<b>Description</b> Ambulance Refund - C Petry	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 77.50	
<b>Vendor Number</b> <a href="#">00572</a>	<b>Vendor Name</b> SMITH ECOLOGICAL SYSTEMS CO.					<b>Total Vendor Amount</b> 6,490.64
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205391</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 6,490.64	
<b>Payable Number</b> <a href="#">24170</a>	<b>Description</b> Peristaltic Pump with Housing	<b>Payable Date</b> 02/24/2023	<b>Due Date</b> 02/24/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 6,490.64	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09833</a>	STAPLES BUSINESS CREDIT					292.54
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205392</a>			03/06/2023	292.54	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">7374123535-0-1</a>	Office supplies - RW DVDs	02/23/2023	02/23/2023	0.00	211.92	
<a href="#">7605348403-0-1</a>	Labels	02/21/2023	02/21/2023	0.00	22.49	
<a href="#">7605388511-0-1</a>	Miscellaneous Office Supplies	02/21/2023	02/21/2023	0.00	58.13	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10413</a>	STARR, GEOFFREY					90.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205393</a>			03/06/2023	90.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">022823</a>	Cont. Ed Geoff Starr for Plumbing License	02/28/2023	02/28/2023	0.00	90.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10443</a>	THEODORE POLYGRAPH SERVICES INC.					200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205394</a>			03/06/2023	200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">8109</a>	New hire polygraph examinations	02/26/2023	02/26/2023	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09526</a>	TIMBERMEN TREE SERVICE					15,802.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205395</a>			03/06/2023	15,802.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">020623</a>	tree trimming 2023	02/06/2023	02/06/2023	0.00	2,000.00	
<a href="#">021023</a>	tree removal 2023	02/10/2023	02/10/2023	0.00	13,802.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">07262</a>	TOTAL WATER TREATMENT SYSTEMS					32.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205396</a>			03/06/2023	32.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">1034284</a>	DI Service 3/1-3/31	02/27/2023	02/27/2023	0.00	32.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10785</a>	TYLER TECHNOLOGIES, INC					80.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205397</a>			03/06/2023	80.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">025-414019</a>	Incode Assistance for HR	02/22/2023	02/22/2023	0.00	80.60	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">04351</a>	TYNDALE COMPANY, INC.					251.95
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205398</a>			03/06/2023	251.95	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2987500</a>	FR Clothing	02/22/2023	02/22/2023	0.00	251.95	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03986</a>	UNIVERSAL UTILITY SUPPLY CO					1,152.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">205399</a>			03/06/2023	1,152.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3039384</a>	2" Bus Tape Heat Shrink	02/27/2023	02/27/2023	0.00	779.92	
<a href="#">3039388</a>	1 Amp Standard Fues Link	02/28/2023	02/28/2023	0.00	120.33	
<a href="#">3039395</a>	2" Bus Tape Heat Shrink	02/28/2023	02/28/2023	0.00	252.00	

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<b>Vendor Number</b> <a href="#">00849</a>	<b>Vendor Name</b> UNIVERSITY OF ILLINOIS					<b>Total Vendor Amount</b> 220.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205400</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 220.00	
<b>Payable Number</b> <a href="#">022823</a>	<b>Description</b> T.H.E. conference 2023	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 220.00	
<b>Vendor Number</b> <a href="#">10489</a>	<b>Vendor Name</b> UNUM LIFE INS CO. OF AMERICA					<b>Total Vendor Amount</b> 393.74
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205401</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 393.74	
<b>Payable Number</b> <a href="#">022823</a>	<b>Description</b> 2023 March Retiree Premium and Adj	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 393.74	
<b>Vendor Number</b> <a href="#">00991</a>	<b>Vendor Name</b> USA BLUEBOOK					<b>Total Vendor Amount</b> 2,435.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205402</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 2,435.00	
<b>Payable Number</b> <a href="#">276383</a>	<b>Description</b> Pipe Descaler 3'-12' pipe	<b>Payable Date</b> 02/22/2023	<b>Due Date</b> 02/22/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 591.84	
<a href="#">279618</a>	Secondary Standards Fluoride Spec Check	02/24/2023	02/24/2023	0.00	283.45	
<a href="#">279747</a>	YSI Pro20i DO Meter Cable	02/24/2023	02/24/2023	0.00	1,057.96	
<a href="#">279801</a>	Phosphorus/Manganese/Polyseed BOD	02/24/2023	02/24/2023	0.00	452.63	
<a href="#">280021</a>	Manganese STD	02/24/2023	02/24/2023	0.00	49.12	
<b>Vendor Number</b> <a href="#">03510</a>	<b>Vendor Name</b> UTILITY DYNAMICS CORPORATION					<b>Total Vendor Amount</b> 46,250.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205403</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 46,250.00	
<b>Payable Number</b> <a href="#">0203-2971</a>	<b>Description</b> RT 38 Lighting	<b>Payable Date</b> 02/03/2023	<b>Due Date</b> 02/03/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 46,250.00	
<b>Vendor Number</b> <a href="#">04350</a>	<b>Vendor Name</b> UTILITY FINANCIAL SOLUTIONS, LLC					<b>Total Vendor Amount</b> 13,480.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205404</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 13,480.00	
<b>Payable Number</b> <a href="#">14683UFS</a>	<b>Description</b> Rate Study	<b>Payable Date</b> 02/20/2023	<b>Due Date</b> 02/20/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 13,480.00	
<b>Vendor Number</b> <a href="#">01104</a>	<b>Vendor Name</b> VERIZON WIRELESS					<b>Total Vendor Amount</b> 4,199.15
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205405</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 4,199.15	
<b>Payable Number</b> <a href="#">9927777427</a>	<b>Description</b> Cellphone and iPad Charges	<b>Payable Date</b> 02/15/2023	<b>Due Date</b> 02/15/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 4,199.15	
<b>Vendor Number</b> <a href="#">INC1058</a>	<b>Vendor Name</b> VSP					<b>Total Vendor Amount</b> 41.40
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205407</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 41.40	
<b>Payable Number</b> <a href="#">022823</a>	<b>Description</b> 2023 March Retiree Premium and Adj	<b>Payable Date</b> 02/28/2023	<b>Due Date</b> 02/28/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 41.40	
<b>Vendor Number</b> <a href="#">00663</a>	<b>Vendor Name</b> WESCO RECEIVABLES CORP					<b>Total Vendor Amount</b> 1,338.62
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">205408</a>			<b>Payment Date</b> 03/06/2023	<b>Payment Amount</b> 1,338.62	
<b>Payable Number</b> <a href="#">244101</a>	<b>Description</b> Freight Charges	<b>Payable Date</b> 02/17/2023	<b>Due Date</b> 02/17/2023	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 301.62	
<a href="#">244709</a>	Hi-Line Sleeves	02/17/2023	02/17/2023	0.00	712.00	
<a href="#">244710</a>	Hi-Line Expedite Fee	02/17/2023	02/17/2023	0.00	325.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10553</a>	WEX BANK					10,322.28
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">205409</a>	03/06/2023	10,322.28			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">FEB23-ADMIN</a>	WEX Credit	02/23/2023	02/23/2023	0.00	-152.23	
<a href="#">FEB23-COMM DEV</a>	Fuel for Comm. Dev. Trucks	02/23/2023	02/23/2023	0.00	131.25	
<a href="#">FEB23-ELECTRIC DIST</a>	Vehicle Fuel Charges	02/23/2023	02/23/2023	0.00	2,660.99	
<a href="#">FEB23-ENGINEERING</a>	Fuel Engineering Vehicles	02/23/2023	02/23/2023	0.00	64.90	
<a href="#">FEB23-POLICE</a>	Squad Fuel	02/23/2023	02/23/2023	0.00	4,597.25	
<a href="#">FEB23-STREETS</a>	Fuel For Cemetery Truck	02/23/2023	02/23/2023	0.00	136.24	
<a href="#">FEB23-TECH</a>	Monthly Gas	02/23/2023	02/23/2023	0.00	54.18	
<a href="#">FEB23-WATER</a>	Water - Fuel	02/23/2023	02/23/2023	0.00	1,551.11	
<a href="#">FEB23-WR</a>	Water rec fuel	02/23/2023	02/23/2023	0.00	1,278.59	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02437</a>	WHEELER WORLD, INC.					8,755.85
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">205410</a>	03/06/2023	8,755.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">13448</a>	#9 CYLINDER HEAD REPLACEMENT	02/28/2023	02/28/2023	0.00	8,755.85	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01160</a>	WILKENS-ANDERSON CO					684.96
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">205411</a>	03/06/2023	684.96			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">\$1203760.001</a>	33476-59 WACO AH3700 934 AH Cut 3.7cm	02/22/2023	02/22/2023	0.00	684.96	

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08933</a>	XPO LOGISTICS LTL					605.54
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">205412</a>	03/06/2023	605.54			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">331-021375</a>	CAM BEARINGS #3 ENGINE	02/14/2023	02/14/2023	0.00	410.34	
<a href="#">331-169156</a>	TRUCKING FOR JACKET WATER PUMP REBUILD	02/15/2023	02/15/2023	0.00	195.20	

Payment Register

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	82	45	0.00	131,068.12
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	64	46	0.00	153,222.59
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Packet Totals:		146	93	0.00	284,290.71

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-284,290.71
Packet Totals:		-284,290.71



Full Name	Payment Date	Check / DD#	Net Pay
ADAMS, GARRY	02/24/2023	4810	\$ 1,153.00
AJVAZI, SENADA	02/24/2023	4708	\$ 1,485.97
ALDRIDGE, KYLE	02/24/2023	4752	\$ 59.42
ANATRA, NICK	02/24/2023	4805	\$ 2,059.49
ANDERSON, JASON	02/24/2023	4785	\$ 3,715.33
ARTEAGA, ROSAELIA	02/24/2023	1110	\$ 168.08
BAKKER, CODY	02/24/2023	4753	\$ 317.07
BANESKI, ELVIS	02/24/2023	4709	\$ 2,715.69
BAYLOR, RYAN	02/24/2023	4739	\$ 2,795.38
BEARROWS, JOHN	02/24/2023	4697	\$ 688.74
BECK, CORY	02/24/2023	4710	\$ 1,830.21
BECK, JOHN	02/24/2023	4782	\$ 2,561.48
BEERY, RYAN	02/24/2023	4711	\$ 3,225.14
BELMONTE, ROCIO	02/24/2023	4703	\$ 1,228.58
BERKELEY, REBECCA	02/24/2023	4754	\$ 183.53
BETTNER, DANIELLE	02/24/2023	4822	\$ 2,114.77
BINGHAM, NANCY	02/24/2023	4836	\$ 2,377.78
BIRD, JASON	02/24/2023	4828	\$ 1,366.75
BJORNEBY, JACOB	02/24/2023	4811	\$ 2,470.94
BOEHLE, MATTHEW	02/24/2023	4812	\$ 1,576.76
BOEHM, MARK	02/24/2023	4837	\$ 1,302.45
BRASS, NATHANIEL	02/24/2023	4712	\$ 2,057.88
BRAUHN, MICHAEL	02/24/2023	4806	\$ 2,449.67
BRIDGEMAN, KYLE	02/24/2023	4788	\$ 2,132.20
BROOKS, SARAH	02/24/2023	4823	\$ 2,558.06
BRUST, PATRICK	02/24/2023	4831	\$ 3,604.31
BURDIN, JASON	02/24/2023	4813	\$ 3,705.37
BURFIELD, JEFFERY	02/24/2023	4755	\$ 158.29
CARDOTT, CHRISTINA	02/24/2023	4838	\$ 2,126.81
CARLS, TYLER	02/24/2023	4740	\$ 2,710.33
CARR, CARMEN	02/24/2023	4713	\$ 1,163.19
CECH, ERIC	02/24/2023	4797	\$ 1,806.13
CHRISTOPHERSON, TYLER	02/24/2023	4741	\$ 2,273.65
CONDON, JILLIAN	02/24/2023	4839	\$ 1,629.07
COX, CHRISTOPHER	02/24/2023	4814	\$ 2,656.16
CRAWFORD, ERIK	02/24/2023	4766	\$ 2,861.98
CUNNINGHAM, ANDREW	02/24/2023	4798	\$ 2,031.65
DAUGHERTY, MICHAEL	02/24/2023	4767	\$ 2,667.87
DOUGHERTY, KENNETH	02/24/2023	4742	\$ 2,512.10
EDWARDS, BRIAN	02/24/2023	4743	\$ 1,701.36
ELDRED, HANNAH	02/24/2023	4714	\$ 252.69
EVANS, BILLY	02/24/2023	4756	\$ 485.76
FIEGENSCHUH, JEFFREY	02/24/2023	4706	\$ 3,489.42
FLANAGAN, ROBERT	02/24/2023	4768	\$ 1,516.61
FOWLER, KAYLEE	02/24/2023	4799	\$ 2,116.63

FRANKENBERRY, PHILLIP	02/24/2023	4715	\$ 2,205.32
FRIDAY, MARGARET	02/24/2023	4786	\$ 2,485.05
FULGENCIO, MICKAYA	02/24/2023	4824	\$ 1,248.70
GILLIAM, JAMES	02/24/2023	1111	\$ 3,072.03
GILLIS, ANGELA	02/24/2023	4757	\$ 1,251.91
GILLIS, AUSTIN	02/24/2023	4758	\$ 96.58
GOOD, JEREMY	02/24/2023	4744	\$ 3,903.97
GRUBEN, JOHN	02/24/2023	4698	\$ 173.08
HAAN, WILLIAM	02/24/2023	4716	\$ 2,820.75
HAMILTON, MITCH	02/24/2023	4835	\$ 2,856.41
HAYES, WILLIAM	02/24/2023	4699	\$ 173.08
HELGREN, CURTIS	02/24/2023	4745	\$ 1,949.70
HERNANDEZ, AUTUMN	02/24/2023	4825	\$ 1,241.98
HEUER, CASEY	02/24/2023	4832	\$ 1,958.91
HIGBY, ERIC	02/24/2023	4717	\$ 2,549.26
HOLDEN, ERIC	02/24/2023	4829	\$ 1,588.05
HORN, WENDY	02/24/2023	4777	\$ 1,742.25
HOWARD, CASEY	02/24/2023	4815	\$ 3,592.24
HUDETZ, MICHAEL	02/24/2023	4834	\$ 1,432.44
HUERAMO, BIANCA	02/24/2023	4718	\$ 857.74
HUERAMO, ROSE	02/24/2023	4704	\$ 1,640.70
INMAN, TERRENCE	02/24/2023	4719	\$ 2,500.12
ISLEY, TIMOTHY	02/24/2023	4769	\$ 2,408.18
JACKSON, CANDICE	02/24/2023	4720	\$ 1,490.44
JACKSON, SYDNEY	02/24/2023	4721	\$ 1,887.09
JAKYMIW, JAMES	02/24/2023	4722	\$ 2,406.40
JOHNSON, BENJAMIN	02/24/2023	4746	\$ 2,182.35
JOHNSON, JARED	02/24/2023	4833	\$ 1,761.45
JOHNSON, LEVI	02/24/2023	4759	\$ 622.34
JOHNSON, TODD	02/24/2023	4816	\$ 2,976.92
KALTENBACH, JOHN	02/24/2023	4723	\$ 3,032.78
KELLER, DANIEL	02/24/2023	4789	\$ 2,368.44
KNIGHT, JAMES	02/24/2023	4807	\$ 2,682.19
KNIGHT, MICHELLE	02/24/2023	4778	\$ 1,823.41
KOVACS, RYAN	02/24/2023	4724	\$ 2,151.29
LANNING, ADAM	02/24/2023	4790	\$ 3,299.23
LEWIS, JOSH	02/24/2023	4747	\$ 2,003.14
LUXTON, TOD	02/24/2023	4791	\$ 1,923.72
MANNING, CASSIDY	02/24/2023	4817	\$ 1,883.32
MARTIN, RANDY	02/24/2023	4770	\$ 1,984.78
MCDERMOTT, DANIEL	02/24/2023	4700	\$ 118.08
MCDERMOTT, THOMAS	02/24/2023	4701	\$ 164.86
MCGILL, MICHAEL	02/24/2023	4760	\$ 421.50
MEDINE, JUSTIN	02/24/2023	4800	\$ 1,655.14
MESSER, NOAH	02/24/2023	4761	\$ 297.16
MILLER, RYAN	02/24/2023	4801	\$ 2,826.40
MILOS, KRISTOFER	02/24/2023	4771	\$ 2,612.08

MITCHELL, ANGELA	02/24/2023	4736	\$ 259.35
MORRIS, MANDI	02/24/2023	4826	\$ 682.64
MOWRY, TROY	02/24/2023	4818	\$ 5,115.68
MUELLER, JESSICA	02/24/2023	4802	\$ 2,106.43
MULHOLLAND, JAY	02/24/2023	4792	\$ 2,786.05
MUSSELMAN, JEFFREY	02/24/2023	4803	\$ 2,084.67
NAMBO, LUISA	02/24/2023	4725	\$ 1,660.54
OLSZEWSKI, BRITTANY	02/24/2023	4705	\$ 677.16
OLSZEWSKI, ROBIN	02/24/2023	4726	\$ 1,985.26
OWEN, ALISON	02/24/2023	4727	\$ 1,448.09
OWEN, TREVOR	02/24/2023	4728	\$ 3,086.05
PATTERSON, PRISCILLA	02/24/2023	4737	\$ 264.35
PAVIA, PETER	02/24/2023	4729	\$ 2,006.62
PEARSON, ROGER	02/24/2023	4738	\$ 259.35
PEASE, MICHELLE	02/24/2023	4779	\$ 2,645.68
PREWETT, ZACHARY	02/24/2023	4748	\$ 3,898.33
QUINCER, JAKOB	02/24/2023	4762	\$ 319.64
RANGEL, DWAYNE	02/24/2023	4793	\$ 1,756.82
RODABAUGH, AARON	02/24/2023	4730	\$ 2,860.91
ROGDE, ANDREW	02/24/2023	4819	\$ 1,712.49
ROGERS, CASSIE	02/24/2023	4731	\$ 2,114.67
ROGERS, JESSICA	02/24/2023	4840	\$ 2,092.97
SALINAS, JAVIER	02/24/2023	4763	\$ 297.21
SARABIA, JASMINE	02/24/2023	4764	\$ 903.29
SAWLSVILLE, DAVID	02/24/2023	4749	\$ 3,135.87
SCHABACKER, BRAD	02/24/2023	4772	\$ 2,186.16
SCHECK, PHILLIP	02/24/2023	4804	\$ 1,771.47
SEDIG, MOLLY	02/24/2023	4780	\$ 1,940.11
SESTER, JOSEPH	02/24/2023	4732	\$ 2,664.52
SHAFER, DUSTIN	02/24/2023	4808	\$ 2,663.55
SHAW-DICKEY, KATHRYN	02/24/2023	4702	\$ 158.08
SILVA, BARTOLOME	02/24/2023	4733	\$ 1,567.51
SMART, CLIFFORD	02/24/2023	4794	\$ 2,714.19
SPEARS, NICHOLAS	02/24/2023	4773	\$ 2,222.82
STARR, GEOFFREY	02/24/2023	4781	\$ 2,098.49
STEFFENS, SUSAN	02/24/2023	4795	\$ 1,337.99
SULLIVAN, JAMEY	02/24/2023	4820	\$ 2,885.96
SUNESON, SARA	02/24/2023	4827	\$ 1,414.22
TESREAU, SAMUEL	02/24/2023	4783	\$ 3,502.44
THOMPSON, JENNIFER	02/24/2023	4707	\$ 2,470.25
TIMM, NATHAN	02/24/2023	4774	\$ 2,149.92
TOLIVER, BLAKE	02/24/2023	4821	\$ 3,011.81
TYSZKA, TIMOTHY	02/24/2023	4830	\$ 1,790.24
UNDERWOOD, JASON	02/24/2023	4750	\$ 2,662.57
VALDIVIESO, JOSHUA	02/24/2023	4765	\$ 66.86
VANKIRK, COLTON	02/24/2023	4775	\$ 1,872.98
VANVICKLE, ZECHARIAH	02/24/2023	4751	\$ 1,735.91

VILLALOBOS, EDDIE	02/24/2023	4776	\$ 1,925.85
WARD, CURTIS	02/24/2023	4784	\$ 2,004.76
WATERS, SHANE	02/24/2023	4809	\$ 2,087.38
WEEKS, JOYCE	02/24/2023	4787	\$ 433.86
WILLIAMS, DAWSON	02/24/2023	4796	\$ 5,691.12
WITTENBERG, MATTHEW	02/24/2023	4734	\$ 2,956.42
YOUNG, ABBY	02/24/2023	4735	\$ 1,547.63
ZICK, BRITTNEY	02/24/2023	4841	\$ 1,690.18
			283,772.08

**File Attachments for Item:**

2. An Ordinance Authorizing the Issuance of Electric Revenue Bonds of the City in an Amount not to Exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an amount not to exceed \$5,200,000, for the Purpose of Paying the Costs of Improving the City's Electric System

MINUTES of a regular public meeting of the Council of the City of Rochelle, Ogle and Lee Counties, Illinois, held in the Council Chambers at City Hall in said City, located at 420 North 6th Street, Rochelle, Illinois, at 6:30 p.m., on the 13th day of March, 2023.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, John Bearrows, the Mayor, and the following Council Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Council Members were allowed by a majority of the Council Members in accordance with and to the extent allowed by rules adopted by the Council to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Council Member was not permitted to attend the meeting by video or audio conference.

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

The Mayor announced that in order pay the costs of improving the electric system and related expenses, it would be necessary for the City to issue revenue bonds or, in lieu thereof, alternate bonds and that the Council would consider the adoption of an ordinance authorizing the issuance of such bonds.

The City Clerk presented the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

**NOTICE OF INTENT TO ISSUE BONDS  
AND RIGHT TO FILE A PETITION**

NOTICE IS HEREBY GIVEN that pursuant to Ordinance No. \_\_\_\_\_, duly adopted by the Council of the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), on March 13, 2023, the City intends to issue its Electric Revenue Bonds or, in lieu thereof, its General Obligation Bonds (Electric System Alternate Revenue Source) (the “*Alternate Bonds*”) in an aggregate principal amount not to exceed \$5,200,000, and bearing interest per annum at not to exceed the maximum rate authorized by law at the time of the sale thereof, for the purpose of improving the electric system of the City (the “*Electric System*”). The revenue source that will be pledged to the payment of the principal of and interest on the Alternate Bonds will be the net revenues of the Electric System. If such revenue source is insufficient to pay the principal of and interest on the Alternate Bonds, ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds. A complete copy of the Ordinance follows this notice.

NOTICE IS HEREBY FURTHER GIVEN that if a petition signed by 374 or more electors of the City (being equal to the greater of (i) 7.5% of the registered voters in the City or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Alternate Bonds be submitted to referendum is filed with the City Clerk within thirty (30) days after the date of publication of this notice, an election on the proposition to issue the Bonds shall be held on the 24th day of March, 2024. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed within said thirty (30) day period, then the City shall thereafter be authorized to issue the Alternate Bonds for the purposes hereinabove provided.

The forms of petition are available to any individual requesting one from the office of the City Clerk.

By order of the Council of the City.

Dated this 13th day of March, 2023.

/s/ Rose Huéramo  
\_\_\_\_\_  
City Clerk,  
City of Rochelle,  
Ogle and Lee Counties, Illinois

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

AN ORDINANCE authorizing the issuance of Electric Revenue Bonds of the City of Rochelle, Ogle and Lee Counties, Illinois, in an aggregate principal amount not to exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an aggregate principal amount not to exceed \$5,200,000 for the purpose of paying the costs of improving the electric system of the City.

\* \* \*

WHEREAS, the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the “Code”), and for many years has owned and operated a municipally-owned electric system (the “Electric System”) pursuant to the provisions of Division 117 of Article 11 of the Code as set forth in Division 119 of Article 11 of the Code; and

WHEREAS, the Council of the City (the “Council”) has heretofore determined and does hereby determine that it is advisable, necessary and in the best interests of the public health, safety and welfare to improve the Electric System of the City, and including, in connection with said improvements, all land or rights in land, mechanical, electrical and other services necessary, useful or advisable to the improvements, and, incidental to such improvements, to pay bond discount, bond interest, bond reserve account funding, legal, financing, and administrative expense (all of which may be referred to as the “Project”), all in accordance with the plans and specifications and estimates of costs heretofore approved by the Council and now on file in the office of the City Clerk; and

WHEREAS, the total estimated costs of the Project, as defined, will not exceed \$5,200,000, and there are insufficient funds on hand and lawfully available to pay such costs; and



WHEREAS, it is necessary and for the best interests of the City that the Project be undertaken and, in order to finance the cost of the Project it will be necessary for the City to issue up to \$5,200,000 bonds payable from the revenues derived from the operation of the Electric System as authorized to be issued at this time pursuant to Division 119 of Article 11 of the Code (the “*Revenue Bonds*”), or in lieu thereof, up to \$5,200,000 alternate bonds (the “*Alternate Bonds*”) being bonds payable from the net revenues of the Electric System (the “*Pledged Revenues*”) as authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Act*”); and

WHEREAS, if the above-mentioned revenue source is insufficient to pay the Alternate Bonds, ad valorem property taxes upon all taxable property in the City without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds:

NOW THEREFORE It Is Hereby Ordained by the Council of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

*Section 1. Incorporation of Preambles.* The Council hereby finds that all of the recitals contained in the preambles to this ordinance are true, correct and complete and does incorporate them into this ordinance by this reference.

*Section 2. Declaration of Intent.* The Council hereby declares its intention to avail of the provisions of the Code and the Act and to issue Alternate Bonds in the aggregate amount of not to exceed \$5,200,000 for the purpose of paying the costs of the Project.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the estimate of costs as hereinabove described, and that for such purpose, there are hereby authorized to be issued and sold the Revenue Bonds in an aggregate principal amount not to exceed

\$5,200,000 or in lieu thereof, the Alternate Bonds in an aggregate principal amount not to exceed \$5,200,000.

*Section 4. Publication.* This Ordinance, together with a notice in the statutory form (the “Notice”), shall be published once within ten (10) days after passage hereof by the Council in the *Rochelle News-Leader*, being a newspaper of general circulation in the City, and if not petition signed by 374 electors of the City (being equal to the greater of (i) 7.5% of the registered voters in the City or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less) asking that the issuance of the Alternate Bonds be submitted to referendum is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued.

*Section 5. Additional Ordinances.* If no petition with respect to the issue of the Alternate Bonds and meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the Council may adopt additional ordinances or proceedings supplementing or amending this ordinance providing for the issuance and sale of the Alternate Bonds, and prescribing all the details of such Alternate Bonds, so long as the maximum aggregate principal amount of the Alternate Bonds as set forth in this ordinance is not exceeded, and there is no material change in the Project. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the City to issue the Revenue Bonds, or, in lieu thereof, the Alternate Bonds, under applicable law.

*Section 6. Reimbursement.* None of the proceeds of the Revenue Bonds or the Alternate Bonds issued in lieu thereof will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the City prior to the date hereof except architectural or engineering costs incurred prior to commencement of the Project or expenditures for which an

intent to reimburse it as properly declared under Treasury Regulations Section 1.103-18. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.103-18 as to all costs of the Project paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Revenue Bonds or, in lieu thereof, the Alternate Bonds.

*Section 7. Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 8. *Superseder and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby superseded, and this Ordinance shall be in full force and effect forthwith upon its adoption and approval, as provided by law.

Passed by the Council on March 13, 2023.

Adopted and Approved March 13, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

[SEAL]

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

RECORDED in the City Records on March 13, 2023.

Council Member \_\_\_\_\_ moved and Council Member \_\_\_\_\_ seconded the motion that said ordinance as presented and read by title by the City Clerk be adopted.

After a full and complete discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance as read by title.

Upon the roll being called, the following Council Members voted AYE: \_\_\_\_\_  
\_\_\_\_\_.  
NAY: \_\_\_\_\_

Whereupon the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the City Clerk to record the same in full in the records of the Council of the City of Rochelle, Ogle and Lee Counties, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

\_\_\_\_\_  
City Clerk

STATE OF ILLINOIS                                 )  
  ) SS  
COUNTY OF OGLE                                 )

**CERTIFICATION OF ORDINANCE AND MINUTES**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the Council thereof (the “Council”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 13th day of March, 2023, insofar as same relates to the adoption of Ordinance No. \_\_\_\_\_ entitled:

AN ORDINANCE authorizing the issuance of Electric Revenue Bonds of the City of Rochelle, Ogle and Lee Counties, Illinois, in an aggregate principal amount not to exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an aggregate principal amount not to exceed \$5,200,000 for the purpose of paying the costs of improving the electric system of the City.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was conducted openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted being attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, the Open Meetings Act of the State of Illinois, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and that the Council has complied with all of the applicable provisions of said Code and said Acts and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this  
13th day of March, 2023.

[SEAL]

\_\_\_\_\_  
City Clerk, City of Rochelle, Ogle and  
Lee Counties, Illinois

PETITION

To the City Clerk of the City of Rochelle, Ogle and Lee Counties, Illinois:

We, the undersigned, being electors of the City of Rochelle, Ogle and Lee Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of \_\_\_\_\_, Illinois, and submitted to the electors of said City at the General Primary Election to be held on the 24th day of March, 2024:

“Shall the City of Rochelle, Ogle and Lee Counties, Illinois, pay the costs of improving the electric system within said City, as provided for by Ordinance No. \_\_\_\_\_, and issue its general obligation alternate bonds to the amount of not to exceed \$5,200,000 (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from the net revenues of the electric system of said City) for the purpose of paying the costs thereof?”

NAME	ADDRESS
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois
_____	_____, Rochelle, _____ County, Illinois

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City, Village or Town), \_\_\_\_\_ County, \_\_\_\_\_ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said City and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Illinois Notary Public  
My commission expires \_\_\_\_\_  
(NOTARY SEAL)



ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** Consideration and action on an ordinance authorizing the issuance of Electric Revenue Bonds of the City in an amount not to exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an amount not to exceed \$5,200,000, for the purpose of paying the costs of improving the City’s electric system

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** Staff has identified several infrastructure projects including but not limited to the Centerpoint substation, the diesel plant feeder exits, and several residential underground projects that will be necessary in the next few years in the electric department. Rather than deplete cash reserves, staff recommends taking advantage of the low interest rate environment and issue bonds. The debt service payments will be paid out of operating revenues. This will reduce the percentage of rate increases to our customers. The authorizing ordinance is the first step in the process of determining if this option is feasible for the City of Rochelle.

The City’s financial advisors anticipate rates in the 3.60% range and the debt service term will be 15 years. The anticipated debt service payments will be approximately \$450,000 annually.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Reduce/Re-evaluate Debt – Long Term Complex, Maintain Fiscal Stability & Balanced Budget – Short Term Routine, Create a 20 Year Capital Improvement Plan – Short-Term Routine & Long-Term Complex

**Recommendation:** Approve an ordinance authorizing the issuance of Electric Revenue Bonds of the City in an amount not to exceed \$5,200,000, or in lieu thereof, General Obligation Bonds (Electric System Alternate Revenue Source) in an amount not to exceed \$5,200,000, for the purpose of paying the costs of improving the City’s electric system

**File Attachments for Item:**

3. Public Hearing concerning the intent of the Council to issue General Obligation Bonds (Electric System Alternate Revenue Source) of the City in an amount not to exceed \$5,200,000 for the purpose of paying the costs of improving the City's electric system

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** Public Hearing concerning the intent of the Council to issue General Obligation Bonds (Electric System Alternate Revenue Source) of the City in an amount not to exceed \$5,200,000 for the purpose of paying the costs of improving the City’s electric system

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** The purpose of the hearing will be to receive public comments on the proposal to sell bonds of the City in an amount not to exceed \$5,200,000 to finance infrastructure improvements in the City’s electric system including but not limited to the Centerpoint substation, the diesel plant feeder exits, and several residential underground projects that will be necessary in the next few years. Rather than deplete the cash reserves, staff recommends taking advantage of the low interest rate environment and issue bonds. The debt service payments will be paid out of operating revenues. This will reduce the percentage of rate increases to our customers.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Reduce/Re-evaluate Debt – Long Term Complex, Maintain Fiscal Stability & Balanced Budget – Short Term Routine, Create a 20 Year Capital Improvement Plan – Short-Term Routine & Long-Term Complex

**Recommendation:**

ORDER calling a public hearing concerning the intent of the Council of the City of Rochelle, Ogle and Lee Counties, Illinois, to sell \$5,200,000 General Obligation Bonds (Electric System Alternate Revenue Source).

\* \* \*

WHEREAS, the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended; and

WHEREAS, the Council of the City (the “Council”) intends to sell general obligation alternate bonds to pay the costs of improving the electric system of the City in the amount of not to exceed \$5,200,000 (the “Bonds”); and

WHEREAS, the Bond Issue Notification Act of the State of Illinois, as amended, requires the Council to hold a public hearing concerning the Council’s intent to sell the Bonds before adopting an ordinance providing for the sale of the Bonds:

NOW, THEREFORE, Be It and It is Hereby Ordered by the undersigned Mayor of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

1. I hereby call a public hearing to be held at 6:30 o’clock P.M. on the 13th day of March, 2023, in the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois, in the City, concerning the Council’s intent to sell the Bonds and to receive public comments regarding the proposal to sell the Bonds (the “Hearing”).
2. I hereby direct that the City Clerk of the City (the “City Clerk”) shall (i) publish notice of the Hearing at least once in the *Rochelle News Leader*, being a newspaper of general circulation in the City, not less than 7 nor more than 30 days before the date of the Hearing and

(ii) post at least 72 hours before the Hearing a copy of said notice at the principal office of the Council.

3. Notice of the Hearing shall appear above the name of the City Clerk and shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE COUNCIL OF THE  
CITY OF ROCHELLE, OGLE AND LEE COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$5,200,000 GENERAL OBLIGATION BONDS  
(ELECTRIC SYSTEM ALTERNATE REVENUE SOURCE)**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), will hold a public hearing on the 13th day of March, 2023, at 6:30 o’clock P.M. The hearing will be held in the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell General Obligation Alternate Bonds (Electric System Alternate Revenue Source) in the amount of \$5,200,000 to pay the costs of improving the electric system of the City.

By order of the Mayor of the City of Rochelle, Ogle and Lee Counties, Illinois.

DATED the 1st day of March, 2023.

Rose Huéramo  
\_\_\_\_\_  
City Clerk,  
City of Rochelle, Ogle and Lee Counties,  
Illinois

4. At the Hearing the Council shall explain the reasons for the proposed bond issue and permit persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits. The Council shall not adopt an ordinance selling any series of the Bonds for a period of seven (7) days after the final adjournment of the Hearing.

Ordered this 1st day of March, 2023.

\_\_\_\_\_  
Mayor, City of Rochelle, Ogle and Lee  
Counties, Illinois

MINUTES of a regular public meeting of the Mayor and Council of the City of Rochelle, Ogle and Lee Counties, Illinois, held in the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois, in said City at 6:30 o'clock P.M., on the 13th day of March, 2023.

\* \* \*

The meeting was called to order by the Mayor, and upon the roll being called, John Bearrows, the Mayor, and the following Council Members were physically present at said location: \_\_\_\_\_

\_\_\_\_\_

The following Council Members were allowed by a majority of the Council Members in accordance with and to the extent allowed by rules adopted by the Council to attend the meeting by video or audio conference: \_\_\_\_\_

\_\_\_\_\_

No Council Member was not permitted to attend the meeting by video or audio conference.

The following Council Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

\_\_\_\_\_

At \_\_\_\_ o'clock P.M., the Mayor announced that the next agenda item for the Council was a public hearing (the "*Hearing*") to receive public comments on the proposal to sell not to exceed \$5,200,000 General Obligation Bonds (Electric System Alternate Revenue Source) to pay the costs of improving the electric system of the City (the "*Bonds*"), and explained that all persons desiring to be heard would have an opportunity to present written or oral testimony with respect thereto.



The Mayor opened the discussion and explained that the reasons for the proposed issuance of the Bonds is to \_\_\_\_\_

\_\_\_\_\_.

Whereupon the Mayor asked for additional comments from the Council Members. Additional comments were made by the following:

(If no additional statements were made,  
please so indicate with the word “none.”)

Written testimony concerning the proposed issuance of the Bonds was read into the record by the City Clerk and is attached hereto as *Exhibit I*.

(If no written testimony was received,  
please so indicate with the word “none.”)

Whereupon the Mayor asked for oral testimony or any public comments concerning the proposed issuance of the Bonds. Statements were made by the following:

(If no additional statements were made,  
please so indicate with the word “none.”)

The Mayor then announced that all persons desiring to be heard had been given an opportunity to present oral and written testimony with respect to the proposed issuance of the Bonds.

Council Member \_\_\_\_\_ moved and Council Member \_\_\_\_\_ seconded the motion that the Hearing be finally adjourned.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion.

Upon the roll being called, the following Council Members voted:

AYE: \_\_\_\_\_  
\_\_\_\_\_

NAY: \_\_\_\_\_

Whereupon the Mayor declared the motion carried and the Hearing was finally adjourned.

Other business not pertinent to the conduct of the Hearing was duly transacted at said meeting.

Upon motion duly made, seconded and carried, the meeting was finally adjourned.

\_\_\_\_\_  
City Clerk,  
City of Rochelle, Ogle and Lee Counties,  
Illinois

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF OGLE            )

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), and as such official I am the keeper of the records and files of the Council of the City (the “Council”).

I do further certify that the foregoing constitute a full, true and complete transcript of the minutes of the meeting of the Council held on the 13th day of March, 2023, insofar as the same relates to a public hearing concerning the intent of the Council to sell not to exceed \$5,200,000 General Obligation Bonds (Electric System Alternate Revenue Source).

I do further certify that the deliberations of the Council at said meeting were conducted openly, that all votes taken at said meeting were taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, the Illinois Municipal Code, as amended, and the Bond Issue Notification Act of the State of Illinois, as amended, and that the Council has complied with all of the provisions of said Acts and said Code and with all of the procedural rules of the Council in the conduct of said meeting.

I do further certify that notice of said public hearing was posted at least 72 hours before said public hearing at the principal office of the Council and that attached hereto as *Exhibit B* is a true, correct and complete copy of said notice as so posted.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 13th day of March, 2023.

\_\_\_\_\_  
City Clerk,  
City of Rochelle, Ogle and Lee Counties,  
Illinois

[SEAL]

[TO BE POSTED AT THE PRINCIPAL OFFICE OF THE COUNCIL ]

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE COUNCIL OF THE  
CITY OF ROCHELLE, OGLE AND LEE COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$5,200,000 GENERAL OBLIGATION BONDS  
(ELECTRIC SYSTEM ALTERNATE REVENUE SOURCE)**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), will hold a public hearing on the 13th day of March, 2023, at 6:30 o’clock P.M. The hearing will be held in the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell General Obligation Alternate Bonds (Electric System Alternate Revenue Source) in the amount of \$5,200,000 to pay the costs of improving the electric system of the City.

By order of the Mayor of the City of Rochelle, Ogle and Lee Counties, Illinois.

DATED the 1st day of March, 2023.

Rose Huéramo  
\_\_\_\_\_  
City Clerk,  
City of Rochelle, Ogle and Lee Counties,  
Illinois

**EXHIBIT B**

**NOTICE OF PUBLIC HEARING CONCERNING THE INTENT OF  
THE COUNCIL OF THE  
CITY OF ROCHELLE, OGLE AND LEE COUNTIES, ILLINOIS  
TO SELL NOT TO EXCEED \$5,200,000 GENERAL OBLIGATION BONDS  
(ELECTRIC SYSTEM ALTERNATE REVENUE SOURCE)**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Rochelle, Ogle and Lee Counties, Illinois (the “City”), will hold a public hearing on the 13th day of March, 2023, at 6:30 o’clock P.M. The hearing will be held in the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois. The purpose of the hearing will be to receive public comments on the proposal to sell General Obligation Alternate Bonds (Electric System Alternate Revenue Source) in the amount of \$5,200,000 to pay the costs of improving the electric system of the City.

By order of the Mayor of the City of Rochelle, Ogle and Lee Counties, Illinois.

DATED the 1st day of March, 2023.

Rose Huéramo  
\_\_\_\_\_  
City Clerk,  
City of Rochelle, Ogle and Lee Counties,  
Illinois

**File Attachments for Item:**

4. A Resolution Authorizing the City Manager to Enter Into a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Sales Tax

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Sales Tax

**Staff Contact:** Chris Cardott, Finance Director

**Summary:** The City of Rochelle receives sales tax each month from the State of Illinois. Staff can view the categories of sales tax on the Illinois Department of Revenue website. The categories are: General Merchandise, Food, Drinking and Eating Places, Apparel, Furniture/Household/Radio, Lumber/Building/Hardware, Automotive/Filling Stations, Drugs/Miscellaneous Retail, Agriculture/All Others, and Manufacturers. By signing the Reciprocal Agreement, it will allow staff to view sales tax for specific retailers. The Agreement includes a confidentiality clause so the information received will not be shared outside the organization. Staff will be able to analyze the data and have a better understanding of the sales tax receipts.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine, Cre

**Recommendation:** Authorize the City Manager to execute a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Sales Tax

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION WITH THE  
ILLINOIS DEPARTMENT OF REVENUE FOR SALES TAX**

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

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**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—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606



**RESOLUTION NO. \_\_\_\_\_**  
**Date Passed: March 13, 2023**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION WITH THE  
ILLINOIS DEPARTMENT OF REVENUE FOR SALES TAX**

**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 (“City”), 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 Illinois Department of Revenue (“IDOR”) is an agency of the State of Illinois; and

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Department of Revenue has sensitive and confidential taxpayer data which would be of significant value to City in operation and management of the City’s business and affairs; and

**WHEREAS**, Public Acts 99-517 and 100-201 has made changes to the statute regarding the furnishing of confidential taxpayer information to local governments, which as a result thereof, requires the Illinois Department of Revenue and the City to enter into an intergovernmental agreement which contains the terms in conditions in substantially the form of the Exhibit 1, attached hereto; and

**WHEREAS**, the Mayor and City Council after consideration, find that it is in the best interests of the residents of the City of Rochelle to authorize the City Manager to execute the Reciprocal Agreement on Exchange of Information between the City of Rochelle and the Illinois Department of Revenue for sales tax, attached hereto as Exhibit 1; and

**NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth in this Section One.

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby to authorize the City Manager to execute Reciprocal Agreement on Exchange of Information between the City of Rochelle and the Illinois Department of Revenue for sales tax, attached hereto as Exhibit 1, 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 by Resolution 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.

PASSED and APPROVED this 13th day of March, 2023.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Exhibit 1**

September 1, 2016 and after

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE [TOWN][CITY][VILLAGE][COUNTY]  
OF Rochele  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the [Town][City][Village][County] of Rochele (the ["Municipality"] ["County"]) financial information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the "Tax Acts"). For purposes of this Reciprocal Agreement, "financial information" means the following information for each retailer or serviceman in the [Municipality][County]: (1) the business name; (2) the business address; (3) the standard classification number assigned to the business; (4) net revenue distributed to the requesting [municipality][county] that is directly related to the requesting [municipality's][county's] local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act distributed from the Local Government Tax Fund, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (5) a listing of all businesses within the requesting [municipality][county] by account identification number and address.

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the [Municipality][County] and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to this Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The [Municipality][County] agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information," which is incorporated into this Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] signs Attachment A.

It is agreed that only the chief executive officer of the [Municipality][County] will initiate a Reciprocal Agreement with the Department. Information provided to the [Municipality][County] under this Reciprocal Agreement may be shared with or viewed by only persons who are directly involved in the financial operations of the [Municipality][County], including [Municipal][County] employees, and persons, such as attorneys or accountants, retained by the [Municipality][County]. The information provided shall not, however, be shared with or viewed by any person who is compensated by the [Municipality][County] for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence. The chief executive officer shall provide the Department with a list of names and official titles of persons designated by him or her as persons exclusively authorized to request, view, or receive financial information on his or her behalf. The list shall be on [Municipal][County] letterhead and shall be signed by the chief executive officer. The information provided by the Department shall not be viewed by or shared with anyone who

September 1, 2016 and after

is not on the list. Each person designated to request, view, or receive financial information must acknowledge to the Department that he or she received and reviewed this Reciprocal Agreement and understands the legal and contractual obligation to maintain the confidentiality of this information by signing and returning Attachment B, which attachment shall be incorporated into this Reciprocal Agreement. The Department agrees to provide the [Municipality][County] with a written list showing the names and official titles of Department employees designated by it to request, view, or receive financial information from the [Municipality][County]. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under this Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the [Municipality][County] unless and until the [Municipality][County] provides:

- a signed copy of this Reciprocal Agreement;
- a signed copy of Attachment A;
- a list of names and official titles of persons exclusively authorized to request, view, or receive financial information on [Municipal][County] letterhead, signed by the chief executive officer; and
- a completed and signed Attachment B for each person designated by the chief executive officer of the [Municipality][County] as authorized to request, view, or receive financial information.

It is further agreed that either party for administrative reasons may refuse to share information.

This Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure (verbally, in writing, or by any other means) of confidential financial information obtained pursuant to this Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such confidential financial information.

Illinois Department of Revenue

Rochelle  
[Municipality][County]

Director

[Signature]  
Chief Executive of the [Municipality][County]

Date

Rosemary Hejama  
Clerk of the [Municipality][County]

2/3/2023  
Date

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF OGLE        )

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 Resolution No. \_\_\_\_\_, “A  
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RECIPROCAL  
AGREEMENT ON EXCHANGE OF INFORMATION WITH THE ILLINOIS DEPARTMENT OF  
REVENUE FOR SALES TAX,” which was adopted by the Mayor and City Council of the City of  
Rochelle on March 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 13th day of March, 2023.

\_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

5. A Resolution Authorizing the City Manager to Enter Into a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Telecommunications Tax

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Telecommunications Tax

**Staff Contact:** Chris Cardott, Finance Director

**Summary:** The City of Rochelle receives telecommunications tax each month from the State of Illinois. The tax is imposed intrastate messages as well as interstate messages (i.e. those that originate or terminate in Illinois and are billed to a service address in Illinois). The types of telecommunications which are taxable include but are not limited to, messages or information transmitted through use of local, toll, or wide area telephone services; private line services; channel services; telegraph services; teletypewriter; computer exchange services; cellular mobile telecommunication services; specialized mobile radio; stationary two-way radio; paging services; any other form of mobile and portable one-way or two-way communications; and any other transmission of messages or information by electronic or similar means. By signing the Reciprocal Agreement, it will allow staff to view telecommunications tax for specific retailers. The Agreement includes a confidentiality clause so the information received will not be shared outside the organization. Staff will be able to analyze the data and have a better understanding of the telecommunications tax receipts.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine, Cre

**Recommendation:** Authorize the City Manager to execute a Reciprocal Agreement on Exchange of Information with the Illinois Department of Revenue for Telecommunications Tax

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION WITH THE  
ILLINOIS DEPARTMENT OF REVENUE TELECOMMUNICATIONS TAX**

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

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**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—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606



**RESOLUTION NO. \_\_\_\_\_**  
**Date Passed: March 13, 2023**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION WITH THE  
ILLINOIS DEPARTMENT OF REVENUE FOR TELECOMMUNICATIONS TAX**

**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 (“City”), 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 Illinois Department of Revenue (“IDOR”) is an agency of the State of Illinois; and

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the Illinois Department of Revenue has sensitive and confidential taxpayer data which would be of significant value to City in operation and management of the City’s business and affairs; and

**WHEREAS**, Public Acts 99-517 and 100-201 has made changes to the statute regarding the furnishing of confidential taxpayer information to local governments, which as a result thereof, requires the Illinois Department of Revenue and the City to enter into an intergovernmental agreement which contains the terms in conditions in substantially the form of the Exhibit 1, attached hereto; and

**WHEREAS**, the Mayor and City Council after consideration, find that it is in the best interests of the residents of the City of Rochelle to authorize the City Manager to execute the Reciprocal Agreement on Exchange of Information between the City of Rochelle and the Illinois Department of Revenue for telecommunications tax, attached hereto as Exhibit 1; and

**NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth in this Section One.

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby to authorize the City Manager to execute Reciprocal Agreement on Exchange of Information between the City of Rochelle and the Illinois Department of Revenue for telecommunications tax, attached hereto as Exhibit 1, 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 by Resolution 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.

PASSED and APPROVED this 13th day of March, 2023.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**Exhibit 1**

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION  
BETWEEN THE City of Rochelle  
AND THE  
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the "Department"), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the "Reciprocal Agreement") with the City/Village of Rochelle (the "Municipality") returns and return information obtained pursuant to the Simplified Municipal Telecommunications Tax Act (the "Act").

The Municipality agrees to share with the Department tax returns and return information for the taxes that it imposes under the Act.

It is further agreed that all returns and return information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Act. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to the Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in "Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information", which is incorporated into the Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under the Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive of the Municipality may request information, inspect returns, or receive related information from the Department. The chief executive of the Municipality will provide the Department with a list of names and official titles of personnel designated by him or her to request information, inspect returns, or receive related information on his or her behalf. The Department agrees to provide the Municipality with a written list showing the names and official titles of personnel designated by it to request information, inspect returns, or receive related information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under the Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.


It is further agreed that either party for administrative reasons may refuse to share information.

The Reciprocal Agreement may be cancelled by either party at any time and will be cancelled in the event of any unauthorized use or disclosure of State tax return information obtained pursuant to the Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such returns or return information.

Illinois Department of Revenue

City of Rochelle  
Municipality

Director, Illinois Department of Revenue

  
Chief Executive of the Municipality

Date \_\_\_\_\_

Rosemary Higuera  
Clerk of the Municipality

2-3-23  
Date

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF OGLE         )

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 Resolution No. \_\_\_\_\_, “A  
RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RECIPROCAL  
AGREEMENT ON EXCHANGE OF INFORMATION WITH THE ILLINOIS DEPARTMENT OF  
REVENUE FOR TELECOMMUNICATIONS TAX,” which was adopted by the Mayor and City  
Council of the City of Rochelle on March 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 13th day of March, 2023.

\_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

6. A Motion to Approve a One-Year Contract with V&C Cleaning for the City Hall and Police Department Facilities and Authorize the City Manager to Extend the Contract for Two Subsequent Years

V&C Cleaning Service

Service Contract Agreement

Date: 02-09-2023  
City of Rochelle

To fulfill this contract V&C cleaning service will clean from 4 to 6 hours daily, four days weekly at Rochelle City Hall and the Rochelle Police Station located at 420 North 6th St. Rochelle, IL 61068 for the amount of \$592.25 weekly with a 3% raise yearly on contract renewal date. Cleaning supplies will be provided by the Rochelle City Hall. V&C cleaning services is insured and a copy of proof of insurance has been provided.

This contract will be effective March 1st, 2023 to March 1st, 2024

Client Signature and Date

\_\_\_\_\_

Contractor Signature and Date

\_\_\_\_\_

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** A Motion to Approve a One-Year Contract with V&C Cleaning for the City Hall and Police Department Facilities and Authorize the City Manager to Extend the Contract for Two Subsequent Years

**Staff Contact:** Jenny Thompson

**Summary:** V&C Cleaning has provided cleaning services at City Hall and the Police Department for several years and staff is satisfied with the level of service provided. V&C will provide services 4-6 hours per day, four days per week at a rate of \$592.25 per week with a 3% increase annually.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Municipal Building		

**Strategic Plan Goal Application:** Core Service Delivery

**Recommendation:** Approve a Motion to Approve a One-Year Contract with V&C Cleaning for the City Hall and Police Department Facilities and Authorize the City Manager to Extend the Contract for Two Subsequent Years



**File Attachments for Item:**

7. A Resolution to Amend the City of Rochelle Handbook (Personnel Policies Manual) - Travel and Meal Expense Control Act Policy

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** a Resolution to Amend the City of Rochelle Handbook (Personnel Policies Manual) - Travel and Meal Expense Control Act Policy

**Staff Contact:** Nancy Bingham, HR Director

**Summary:** Request to Approve a Resolution to Amend the City of Rochelle Handbook (Personnel Policies Manual)

The last Travel and Meal Expense Control Act Policy was approved in August 2017 and in 2018 was adopted into the Employee Handbook; Chapter 5 Other, Article S Travel & Meal Expense Control Act Policy.

The current policy has been reviewed by Chris Cardott, Finance Director.

The limits for the following were as follows: \$10 for breakfast, \$15 for lunch, and \$25 for dinner plus a 15% tip for overnight travel. Staff recommends changing the policy to a per diem of \$50 for whole days and \$25 on days for travel. Reimbursement for meals without overnight travel will be a per diem of \$25.

This will reduce the burden on staff to retain receipts and for accounts payable for verifying all the expenses.

Staff also recommends adding Valet Parking as an expense is non-reimbursable.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine, Cre

**Recommendation:** Approve a Resolution to Amend the City of Rochelle Handbook (Personnel Policies Manual)

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

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

**A RESOLUTION APPROVING AN AMENDMENT TO THE  
PERSONNEL MANUAL RELATED TO TRAVEL AND MEAL EXPENSES**

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

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**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—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606

CITY OF ROCHELLE  
Ogle County, Illinois

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

**A RESOLUTION APPROVING AN AMENDMENT TO THE  
PERSONNEL MANUAL RELATED TO TRAVEL AND MEAL EXPENSES**

**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**, previously the City has adopted a policies and procedures manual for employees and elected officials (“Personnel Policies Manual”) setting forth the policies and procedures in current force and effect for City employees and elected officials; and

**WHEREAS**, by its nature, the Personnel Policies Manual, otherwise referred to as the Employee Handbook is in constant need of review and revision to be consistent with all applicable laws and best practices; and

**WHEREAS**, the City staff and legal counsel have identified a need to amend the Personnel Policies Manual and specifically Chapter 5, Article S: Travel and Meal Control Act Policy; and

**NOW, THEREFORE**, be it Resolved by the corporate authorities of the City of Rochelle the following:

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

**SECTION TWO**: The City hereby amends Chapter 5, Article S: Travel and Meal Control Act Policy of the Personnel Policies Manual, as set forth in Exhibit 1 attached hereto, subject to final review and revisions by the City Attorney.

SECTION THREE: All prior Ordinances, Resolutions and Personnel Policies in conflict or inconsistent herewith are hereby expressly repealed but only to the extent of such conflict or inconsistency.

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

PASSED THIS 13<sup>th</sup> day of March, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

EXHIBIT 1

City of Rochelle

CATEGORY: FINANCE PAGE: 1 of 3

TITLE: CITY OF ROCHELLE TRAVEL & MEAL EXPENSE  
CONTROL ACT POLICY

EFFECTIVE: 03/14/2023 SUPERSEDES: 1/1/2017

Purpose and Scope:

The purpose of this policy is to establish procedures for permission to attend and to obtain reimbursement for City financed functions (meetings, seminars, conferences, education courses, or any event that advances your job knowledge). This policy is applicable to all City Employees, including Department Chiefs, Superintendents, Directors, Supervisors, the City Attorney, City Clerk and City Treasurer.

1. Generally attendance at a one-day meeting, seminar, education course or other similar function does not require Supervisor approval, provided there is sufficient budget funds available to cover the cost of the event and/or reimbursement of expenses incurred therefore. *(Proof of sufficient funds must be submitted at time of request.)*
2. Supervisor approval is required for a two or more day seminar, conference, educational course or similar function. *Written request for approval must be submitted prior to an expense for travel, meals or lodging* on the City of Rochelle Travel Request and Approval form together with a copy of the function announcement and the estimated costs of travel, meals, lodging, registration fees, date(s) and nature of the reason for travel. Sufficient budget funds must be available to cover the cost of attending the function.
3. There will be no cash advancements.
4. Any request for reimbursement of allowable expenses associated with your attendance at a function must be submitted on the City of Rochelle Employee Expense Report form to the Supervisor’s office for review and approval within thirty (30) days of the function. *Original Receipts must be submitted to support the request for reimbursement.*
5. Reimbursement for meals **that includes Overnight Lodging** shall be limited to a per diem of \$50 for full days, \$25 for day of departure, and \$25 for day of return.
- 6a. Reimbursement for meals **without** Overnight Lodging may be reimbursed by the City subject to the following limits/rules: The purpose of the meal shall be part of attending a business or job related conference, workshop or training or to engage in a “working” meeting. A “working” meeting must serve a legitimate business purpose, involve at least one other person and the reimbursement must include:

1. The subject or purpose of the meal/meeting.
2. A list of all persons attending the meal/meeting.

The meal reimbursement shall be limited to a per diem of \$25. Reimbursement is for the City employee only.

6b. Meals/refreshments off-premise where the purpose is to discuss a business topic that could be discussed in an office setting is not eligible for reimbursement.

6c. Deviations from the meal reimbursement policy must be approved by the City Manager in advance.

7. For special events or meetings at a City owned facility for City related business, lunch or light refreshments such as snacks and non-alcoholic beverages may be provided.

8. Reimbursement for mileage must include a printed MapQuest verification. When an individual reports directly to an approved training or meeting site, mileage shall be reimbursed the lesser of the following:

a. The mileage between the “official work station” and the approved reporting site  
**OR**

b. The mileage between the “official residence” and the approved reporting site.

9. Reimbursement for tollway charges must include a receipt or a printout of the online toll calculator (***no exceptions***).

10. Air travel will be allowed at the discretion of the Supervisor. Companion tickets may not be purchased using City-issued credit cards. If an individual is accompanying you on a City approved trip, you must purchase airfare on your own credit card and then request reimbursement of the City approved portion.

11. The following expenses are considered personal/entertainment and are therefore non-reimbursable:

- a. Entertainment expenses, included but not limited to, video rentals, shows, amusements, theaters, sporting events and other items of similar nature.
- b. Taxi fares, vehicle rental and other transportation costs to or from places of entertainment. In addition, **transportation expenses between an individual's official residence and official workplace are not allowed.**
- c. Costs of personal trip insurance and medical and hospital services.
- d. Alcoholic beverages.

- e. Valet Parking
- f. The City will not “pick-up the tab” for group business meals.

12. Any City Employee, including Department Chiefs, Superintendents, Directors, Supervisors, the City Attorney, City Clerk and City Treasurer that *exceeds the maximum allowed* under the regulations adopted under Section 10 of Public Act 099-0604; or any member of the governing board of the City of Rochelle, may only be approved by roll call vote at an open meeting of the Rochelle City Council.

Prepared by:

Chris Cardott

Finance Director

Date

Approved by:

Jeff Fiegenschuh

City Manager

Date

**Attachment A – City of Rochelle Travel Request and Approval Form**  
**Attachment B – City of Rochelle Employee Expense Report**  
**Attachment C – Illinois Public Act 099-0604**



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 Resolution No. \_\_\_\_\_,  
“A RESOLUTION APPROVING AN AMENDMENT TO THE PERSONNEL MANUAL  
RELATED TO TRAVEL AND MEAL EXPENSES” which was adopted by the Mayor and City  
Council of the City of Rochelle on March 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 13th day of March, 2023.

\_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

8. An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Digital Network Access Communications, Inc.

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** An Ordinance Authorizing The City Manager To Execute A Pole Attachment Agreement With Digital Network Access Communications, Inc.

**Staff Contact:** Jeff Fiegenschuh City Manager, Blake Toliver Superintendent of Electric Operations

**Summary:** DNA ( Digital Network Access) Communications recently approached the city asking for a pole attachment agreement. After several meetings determining exactly, what was needed for attachments our attorney drafted this agreement and it has been excepted by DNA. Once approved this will allow DNA to attach their network cables to Rochelle Municipal Utilities poles. This agreement allows DNA 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 DNA’s attachment they are required to pay for the pole replacement. The agreement lasts for 10 years. This agreement will allow DNA to better serve their customers. We currently supply DNA with dark fiber within the city.

**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 Digital Network Access Communications, Inc.

THE CITY OF ROCHELLE  
Ogle County, Illinois

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

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE  
ATTACHMENT AGREEMENT WITH DIGITAL NETWORK ACCESS  
COMMUNICATIONS, INC.

JOHN BEARROWS, Mayor  
ROSE HUERAMO, City Clerk

TOM MCDERMOTT  
BIL HAYES  
DAN MCDERMOTT  
KATE SHAW-DICKEY  
JOHN GRUBEN  
ROSAELIA ARTEAGE  
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—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606

**ORDINANCE NO: \_\_\_\_\_**  
**Date Passed: March 13, 2023**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A POLE ATTACHMENT AGREEMENT WITH DIGITAL NETWORK ACCESS COMMUNICATIONS, 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**, Digital Network Access Communications, 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 Digital Network Access Communications, 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 Digital Network Access Communications, 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.

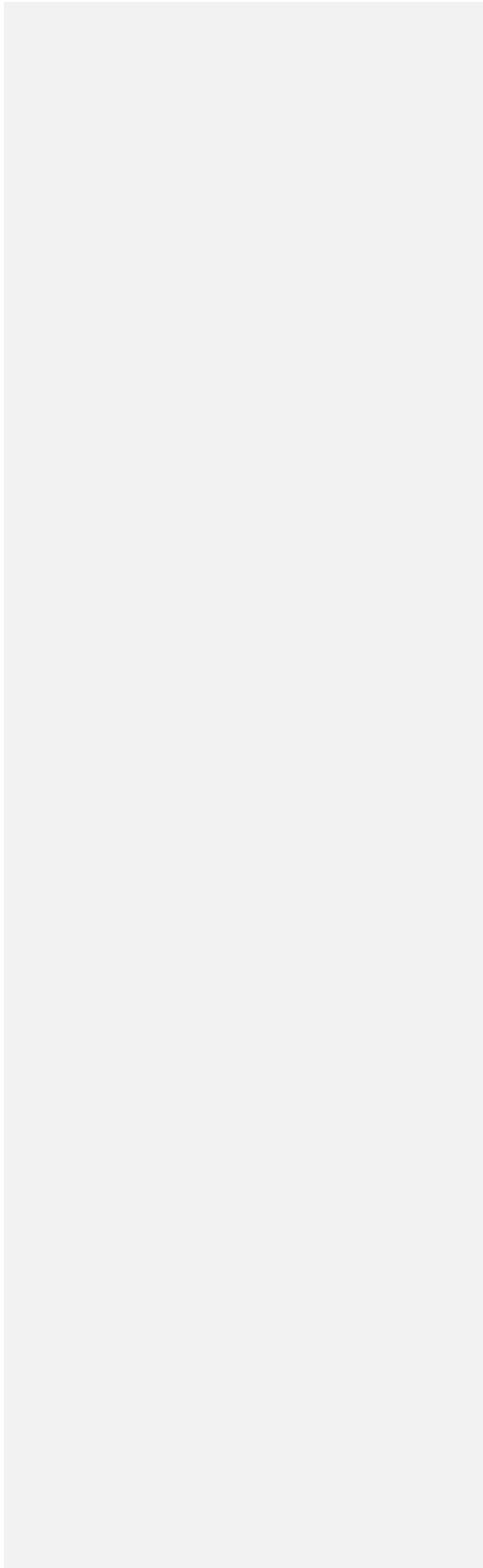
PASSED AND APPROVED this 13th day of March, 2023.

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**  
**DIGITAL NETWORK ACCESS COMMUNICATIONS, INC.**



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**APPENDICES**

A	ATTACHMENT FEES AND CHARGES
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C	PERMIT APPLICATION/REMOVAL NOTICE
D	SPECIFICATIONS FOR JOINT-USE POLE AGREEMENT
E	LOCATION OF APPROVED ATTACHMENTS

**POLE ATTACHMENT LICENSE AGREEMENT**

This Pole Attachment Licensing Agreement (the “Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2023 (“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 Digital Network Access Communications, 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. Overlashing. The following provisions will apply to Overlashing:
  - 1. Overlashing after the Effective Date, other than for maintenance is subject to the permitting requirements of Article VI.
  - 2. Overlashing 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 Overlashing. Licensee shall not have to pay a separate Annual Attachment Fee for such Overlashed Attachment.
  - 3. If Overlashing 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, 2023 and conclude on December 31, 2028. 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.

Commented [DL1]: This can change depending upon approval of the agreement.

- 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 Overlashing.
- 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 Overlapping existing Attachments, the Licensee shall be allowed to perform Overlapping activity at its sole risk, and by doing so agrees to indemnify RMU for any and all liability stemming from such Overlapping activity. The above notwithstanding, any such Overlapping 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 received 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. 6<sup>th</sup> 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:

Digital Network Access Communications, Inc.  
Attn: Michael C. Hammett  
601 First Avenue  
Rochelle, Illinois 61068  
PH: 815-562-4290  
FX: 866-334-9985

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)

Digital Network Access Communications,  
Communications, Inc.

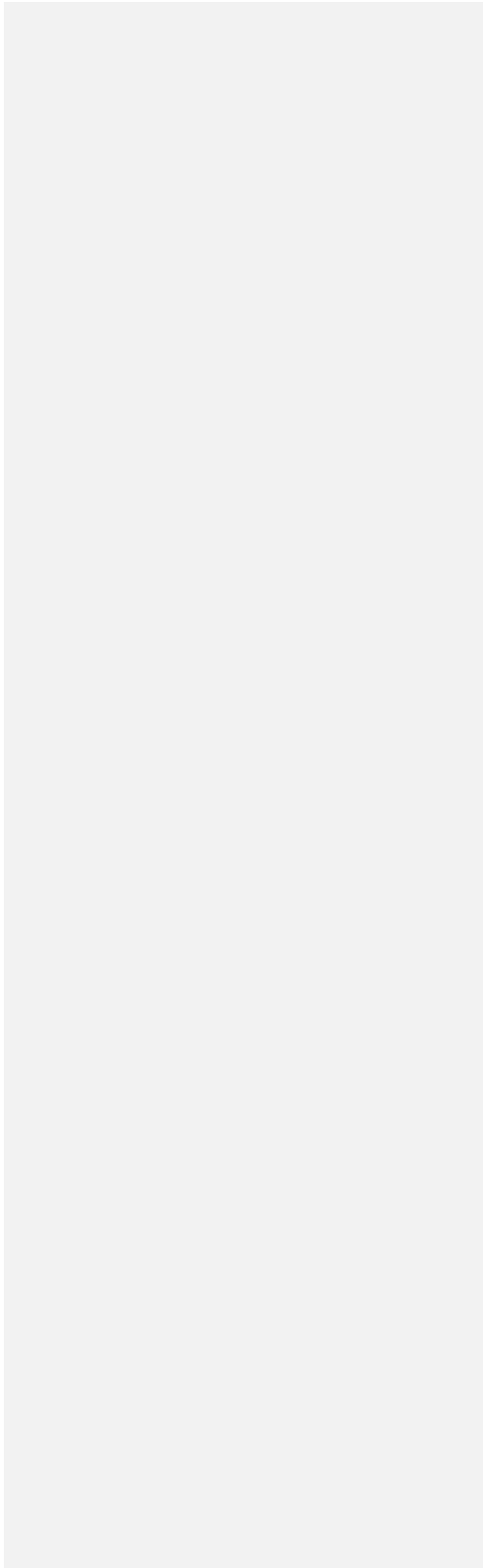
(COMMUNICATIONS UTILITY)

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

TITLE: City Manager

TITLE:



APPENDIX A

ATTACHMENT FEES AND CHARGES

Effective Date: March 1, 2023

**Commented [DL2]:** Effective date dependent upon approval.

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.

APPENDIX C  
PERMIT APPLICATION/REMOVAL NOTICE

Application Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Sheet 1 of \_\_\_\_

To: [Insert Address of Utility Permitting Department]

Desire to: Attach to Utility Pole(s)    Remove Attachment from Utility Pole(s)

Permit No. \_\_\_\_\_ Superseded Permit No. \_\_\_\_\_

No. of Poles this permit: \_\_\_\_\_ Total Poles in Use: \_\_\_\_\_

Licensee Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

RMU Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No. \_\_\_\_\_

Narrative Description of proposed activity:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the terms and conditions of the Joint-Use Pole Agreement dated \_\_\_\_\_, application is hereby made for a Permit to attach to Pole(s) in the locations detailed on the attached Route Map(s) and/or Notice is hereby given to vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is hereby granted to Attaching Utility to attach to pole(s) listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Owner Utility and agreed to by the Attaching Utility, and/or acknowledgement is hereby made of the vacating of pole(s) listed on the attached Field Data Summary Sheets.



SUBMITTED:

Attaching Utility \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED:

Owner Utility \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

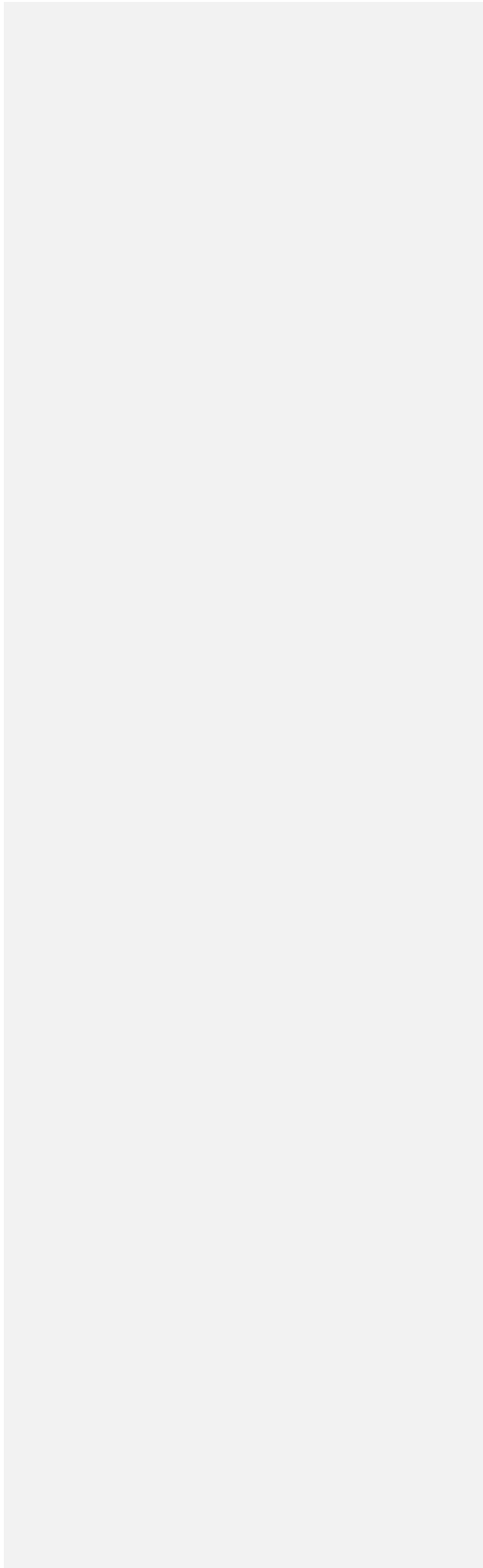
## APPENDIX D

### 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        )  
                                      )       SS.  
COUNTY OF OGLE        )

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 DIGITAL NETWORK ACCESS  
COMMUNICATIONS, INC.” which was adopted by the Mayor and City Council of the City of  
Rochelle on March 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 13th day of March, 2023.

\_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

9. An Ordinance Amending Article IV, Section 2-264 of the Municipal Code to "An Early Separation Incentive Program for Certain Employees of the City of Rochelle"

ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING

**SUBJECT:** Early Separation Incentive

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** Since 2017 the City has offered early separation incentives as a cost-saving measure. Since the last plan was approved, the City/RMU has had 14 eligible employees participate. Of the 14 open positions, 5 have been replaced at new pay rates and insurance tiers. When the insurance subsidy for the last employee to separate ends the City/RMU will notice a savings of over \$1.7 million dollars.

I would like to offer this program once again to generate further savings for the city. All participating employees who are either age 50 or over with 15 years of service OR age 60 or over and vested in their respective pension fund will receive two years of paid insurance from the city at their current level of coverage. Employees must enter into the agreement between March 14 and October 1, 2023, with a separation date of no later than December 31, 2024.

Those qualifying positions left open by a separation will be consolidated into other positions, replaced with part-time personnel or replaced in full after 2 years. Several positions will need to be replaced immediately, but those will be done at a lower rate of pay and at the new 2nd tier insurance levels. The approximate savings for the 1st year, could be more than \$225,000, depending upon who participates and when. The estimate considers the early separation payment along with the insurance.

Employees may exhaust or receive payment for any allowable accrued and unused vacation, personal or sick time.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Core Service Delivery

**Recommendation:** Approve an Ordinance Amending Article IV, Section 2-264 of the Municipal Code to An Early Separation Incentive Program for Certain Employees of the City of Rochelle

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

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

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**AN ORDINANCE AMENDING ARTICLE IV, SECTION 2-264 OF THE MUNICIPAL  
CODE TO “AN EARLY SEPARATION INCENTIVE PROGRAM FOR CERTAIN  
EMPLOYEES OF THE CITY OF ROCHELLE”**

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

**TOM McDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN McDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**

**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle  
Law Offices of Peterson, Johnson, & Murray—Chicago, City Attorneys  
200 W. Adams, Ste. 2125, Chicago, IL 60606



CITY OF ROCHELLE  
Ogle County, Illinois

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

**AN ORDINANCE AMENDING ARTICLE IV, SECTION 2-264 OF THE MUNICIPAL CODE TO “AN EARLY SEPARATION INCENTIVE PROGRAM FOR CERTAIN EMPLOYEES OF THE CITY OF ROCHELLE”**

**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 seeks costs savings by amending its early separation incentive program and extending the timeframe for certain employees who have accumulated many years of credible service to elect an early separation; and

**WHEREAS**, the amendment of the early separation incentive program will provide the City with an additional way to reduce payroll costs to meet the goal of cost savings for the City; and

**WHEREAS**, the Mayor and City Council find that it is best interest of the City and its residents to adopt a new early separation incentive program; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, AS FOLLOWS:**

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Ordinance as fully as if completely repeated at length herein.

**Section 2:** That City of Rochelle Municipal Code Section 2-264 of Article IV- Personnel Policies entitled “Early Separation Incentive Program” is hereby amended by striking the following language and adding the underlined language below:

Early Separation Incentive Program

Any employee, who, upon attaining the age of fifty-five (550) and having accumulated fifteen (15) years of service with the City of Rochelle or is sixty (60) years of age and is vested in the employee’s respective pension as of the date of separation/retirement, shall be eligible for an early separation incentive as offered by the City from time to time. Eligible employees must notify the City of intent

to accept the early separation incentive offer no earlier or later than the enrollment date designated by the City Council.

The City Council has determined that it will authorize an early separation incentive program with an enrollment period effective from ~~February 29, 2020~~ March 14, 2023 through, ~~February 14, 2022~~ October 1, 2023. The date of any employee's separation under this program must be no later than ~~February 28, 2022~~ December 31, 2024.

In exchange for accepting the City's early separation incentive program, the City shall provide 100% health insurance premium coverage for the employee and currently enrolled family members, as of the date of the passage of the authorizing ordinance by the City Council, at the current level of enrollment for two (2) years from and after the employee's ~~actual date of separation~~ elected date of separation/retirement.

Enrolled employees ~~must agree to~~ may utilize and exhaust any accrued and unused vacation time ~~prior to separation, such that no employee may receive payment for any vacation or other accrued time~~ or employee may receive payment for any vacation or other accrued time.

~~In addition, employees who complete a written separation agreement with the City on or before May 1, 2021 designating a separation date on or before December 31, 2021, and who complete the separation on or prior to December 31, 2021, shall be entitled to an early separation salary increase as set forth below. Employees will be eligible for a salary increase of up to 3% which shall be calculated by adding 3% to the employee's base salary as determined on the date he or she signs the separation agreement with the City.~~

~~Base salary for purposes of this separation salary increase shall not include any call out pay, previously earned overtime, differentials, any prior bonus payments, any anticipated future bonuses or any form of additional compensation. Notwithstanding anything to the contrary, no employee who qualifies for the early separation salary increase and who enrolls in this program before December 31, 2020 shall be permitted to receive a total 2020 annual salary in excess of one hundred and six (6) percent (106%) of his or her 2019 total base compensation. Further, any employee who qualifies for the early separation salary increase and who enrolls in this program after January 1, 2021, but before December 31, 2021, shall be permitted to receive a total 2021 annual salary in excess of one hundred and six (6) percent (106%) of his or her 2020 total base compensation.~~

~~Payment of the salary increase described in this Ordinance shall be in a single lump sum payment with all taxes and any preferred elected withholding withheld. Payment of the salary incentive payment described in~~

~~this Ordinance shall be made on the final date of the employee's employment with the City. Any employee who designates a separation from employment under this Ordinance, and who fails to separate in the timeframe designated herein shall forfeit any right to any salary increase herein defined.~~

**Section 3:** Any policy, resolution, or ordinance of the City that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**Section 4:** That this Ordinance shall be in full force and effect from and after its adoption and approval.

**Section 5:** The City Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form.

**ADOPTED** this 13th day of March, 2023, by the Mayor and City Council of the City of Rochelle on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

STATE OF ILLINOIS            )  
  )       SS.  
COUNTY OF OGLE            )

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 AMENDING ARTICLE IV, SECTION 2-264 OF THE MUNICIPAL CODE  
TO “AN EARLY SEPARATION INCENTIVE PROGRAM FOR CERTAIN EMPLOYEES OF  
THE CITY OF ROCHELLE” which was adopted by the Mayor and City Council of the City of  
Rochelle on March 13, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 13th day of March, 2020.

\_\_\_\_\_  
CITY CLERK

**File Attachments for Item:**

10. An Ordinance Waiving Competitive Bidding for a Power Purchase Agreement

## ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance waiving competitive bidding for a power purchase agreement.

**Staff Contact:** Jeff Fiegenschuh City Manager, Blake Toliver Supt. Of Electric Operations

**Summary:** Based on discussion and recommendations from our marketing firm IMPA, Rochelle has a 7x24 5MW need for June of 2023. With current long-term pricing uncertainties, a short-term contract is recommended. We would like to procure this contract to provide pricing stability for our rate payers. This authorization will have a not to exceed cost of \$45 per mWh.

### Current Market Pricing

Month	Product	Market		MW	Hrs	Total \$'s
Jun-23	7x24	\$ 34.64		5	720	\$ 124,701
Nov-23	7x24	\$ 33.84		5	720	\$ 121,827
Dec-23	7x24	\$ 43.59		5	744	\$ 162,163
Jan-24	Wrap	\$ 59.54		5	392	\$ 116,701
Feb-24	Wrap	\$ 54.03		5	360	\$ 97,260
						\$ 622,652

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Admin Funds	26,779,746.00	\$162,000

**Strategic Plan Goal Application:** Core Service Delivery

**Recommendation:** Approve an Ordinance waiving competitive bidding and authorizing the city manager to enter into a power purchase agreement.