



AGENDA
CITY OF ROCHELLE
CITY COUNCIL REGULAR MEETING

Monday, March 10, 2025 at 6:30 PM

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

I. CALL TO ORDER:

1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report
Appoint Chris Cardott - Police & Fire Pension Boards - Term 5/1/25-4/30/27
2. Council Members

V. PUBLIC COMMENTARY:

VI. DISCUSSION ITEMS:

1. Proposed Downtown Mural

VII. BUSINESS ITEMS:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve Minutes of City Council Meeting Minutes - 2/24/25
 - b) Approve Payroll - 2/3/25-2/16/25
 - c) Approve Payment Registers - 2/24/25, 3/3/25, 3/4/25
 - d) Accept & Place on File Minutes of Planning & Zoning Commission Meeting - 11/4/24
2. A Resolution Waiving Competitive Bidding Requirements And Authorizing The Purchase Of Residential Light Poles And Fixtures From Wesco Distribution
3. An Ordinance Amending “Article V – Districts” and “Article XIV – Definitions” of Chapter 110, Zoning, of the Rochelle Municipal Code
4. A Resolution Waiving Competitive Bidding Requirements and Authorizing the Trade-In of One 2015 Elgin Pelican Street Sweeper and the Purchase of One New Schwarze A9 Monsoon Street Sweeper from RNOW Municipal Equipment.
5. An Ordinance Accepting the Bid and Awarding the Contract to National Power Rodding Corporation for the Northwest Area Sanitary Sewer Lining Project
6. A Resolution Waiving Competitive Bidding Requirements and Approving the Proposal of National Power Rodding Corporation for Additional Sanitary Sewer Lining
7. An Ordinance Authorizing the Execution of a Joint Agency Agreement #JN225034JN225034 and the Allocation of \$1,985,000 for the City's Share of the IDOT Route 38 and I-39 Diverging Diamond Interchange Improvements with State Sec. No. 141-HBR-3 & (9,10)R-3 and City Sec. No.25-00120-00-PV; A Resolution Appropriating \$1,985,000, the City of Rochelle's Share of the I-39/Route 38 Interchange Project; and a Resolution Approving Plans and Specifications as Proposed by the State of Illinois, Department of Transportation, For a Joint City-State DDI Reconstruction Project on FAP Route 567 (IL 38) and FAI 39 (I-39)
8. An Ordinance Authorizing the Execution of a Joint Funding Agreement for State and Federally Funded Construction Between the City of Rochelle and the Illinois Department of Transportation for the City of Rochelle Transload Yard/Railroad Extension East of Steward Road and .01 Mile

North of the Ogle/Lee County Line Sec. No. 23-00118-00-RP and a Resolution to Appropriate \$1,727,000 of Local Funds to Match the Required City Funding plus 5% for Change Orders

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

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

The Council meeting will be broadcast live on Facebook and YouTube.

File Attachments for Item:

1. Proposed Downtown Mural

ROCHELLE CITY COUNCIL DISCUSSION ITEM MEMO REGULAR MEETING

SUBJECT: Proposed Downtown Mural

Staff: Michelle Pease

The City shared a request for proposal to attract mural submissions from local and regional artists in 2024. A complete RFP was submitted by the deadline and the Arts Committee began working with the artist.

Several submissions have been shared from the artist. The following submissions are proposed renderings.

The location of the mural will be on the south side of the second story of ALM Fine Cabinetry. This location will enable traffic coming from the south to see the mural.























File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:

- a) Approve Minutes of City Council Meeting Minutes - 2/24/25
- b) Approve Payroll - 2/3/25-2/16/25
- c) Approve Payment Registers - 2/24/25, 3/3/25, 3/4/25
- d) Accept & Place on File Minutes of Planning & Zoning Commission Meeting - 11/4/24



MINUTES
CITY COUNCIL REGULAR MEETING
Monday, February 24, 2025 at 6:30 PM
City of Rochelle Council Chambers – 420 N. 6th Street, Rochelle, IL 61068

- I. CALL TO ORDER:** Pledge to the Flag and prayer were led by Mayor Bearrows.
- II. ROLL CALL:** Present were Councilors T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor John Bearrows. A quorum of seven were present. Also, present City manager Jeff Fiegenschuh and City Clerk Rose Huéramo.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:** None.
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report: Thoughts and prayers to the Graber family following the loss of Sam Graber.
 2. Council Members: None.
- V. PUBLIC COMMENTARY:** None.
- VI. DISCUSSION ITEMS:** None.
- VII. BUSINESS ITEMS:**
1. **CONSENT AGENDA ITEMS BY OMNIUS VOTE** with Recommendations:
 - a) Approve City Council Meeting Minutes - 2/10/25
 - b) Approve Payroll - 1/20/2025-2/02/2025
 - c) Approve Payment Registers - 2/10/25, 2/13/25, 2/17/25
 - d) Accept & Place on File - January FinancialsMotion made by Councilor Valdivieso, Seconded by Councilor D. McDermott, **"I move consent agenda items (a) through (d) be approved by Omnibus vote as recommended."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
 2. **A Motion to Authorize the City Manager to Obtain Proposals for a Passenger Bus.** The City of Rochelle has had previous discussion about purchasing a 12-passenger shuttle bus for community events and tours. I would like City Council's approval to seek at least three-4 competitive quotes for a 12passenger bus. If you approve, I will seek the quotes for a new and/or used bus that his handicapped assessable. Based on input from department directors, this vehicle will be used for the following activities -pop up events at local parks and department facilities -tours for ED visits, chamber functions and citizen's academies -transporting staff to out of town events and trainings (tours of prairie state, IML and IMUA lobby events) -transporting residents during festivals (community fireworks, Lincoln Highway Heritage Festival, Events downtown with limited parking) -Warming space for residents and staff (if needed) The bus can and will be utilized multiple times annually. I will work with staff to obtain the most appropriate vehicle for usage. Based on previous research the following annual maintenance costs should be anticipated:
 - Annual insurance premiums of \$850-\$1150 (all employees using and riding the bus will be covered under the city's general liability insurance. Anyone not considered an employee will be required to sign a waiver and will be covered by the city's general liability insurance.)
 - Annual estimated fuels costs will be \$2,800 based on a 30-gallon tanked filled twice per month at \$3.00 per gallon. This will be split between department usage.
 - Annual maintenance costs of \$1,200 includes oil changes and basic maintenance.
 - If approved the vehicle will be stored at 1030 S 7th.

- The city will utilize staff for usage during regular hours and will hire one or two part-time seasonal staff for potential after hours usage.

To this point total community contributions total \$25,000. GREDO pledged \$15,000 for a downpayment and LCIDA pledged \$10,000. Remaining funds can be allocated as follows: \$18,000 mayor/city council budget, \$25,000 excess proceeds from 2024 auction & \$7,000 RMU community relations. Any additional community contributions raised will cover dollars budgeted from city funds. Total cost is anticipated to be \$80,000-\$95,000. City Manager Jeff Fiegenschuh was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Council Authorize the City Manager to Obtain Proposals for a Passenger bus be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

3. **An Ordinance Waiving Competitive Bidding Requirements and Authorizing the City Manager to Enter into a Subsequent Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc.** The resolution seeks approval to renew the City of Rochelle's ESRI Small Government Enterprise License for \$87,900.00 over three years, billed annually at \$29,300.00 This represents a \$1,050 annual increase from the previous contract due to software updates and inflation. The renewal ensures continued access to ESRI's industry-leading geospatial software, essential for city operations, including mapping utilities, zoning, database management, public-facing applications, and exploring the newest in geospatial innovation to increase overall efficiency and promote the City's strategic plans. ESRI's software supports key city initiatives by enabling efficient management of spatial data and public communication tools, such as maps for events, road closures, utility projects, and asset management software such as VueWorks, OMS, and soon, Daupler. The license benefits all city departments and enhances transparency through publicly accessible GIS tools. Without this renewal, critical GIS functions would cease. The agreement also offers cost-efficiency by providing lower per-unit software costs, reduced administrative burden, and flexibility in software deployment. Approving this resolution locks in the current pricing for the next three years. Pat Brust, Director of Information Systems, and Casey Heuer, GIS Coordinator, were available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Arteaga, **"I move Ordinance 2025-06, an Ordinance Waiving Competitive Bidding Requirements and Authorizing the City Manager to enter into a Subsequent Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc., be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

VIII. **EXECUTIVE SESSION:** At 6:53 PM. Motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council recess into executive session to discuss the (appointment, employment, compensation, discipline, performance and/or dismissal) of specific employee(s), section (c) (1)."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

At 7:47 PM. 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, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

IX. **ADJOURNMENT:** At 7:47 PM. Motion made by Councilor Valdivieso, Seconded by Councilor Arteaga, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

John Bearrows, Mayor

Rose Huéramo, City Clerk



Rochelle, IL

Section VII, Item 1.

Council Payroll Check Register

Employee Pay Summary

Pay Period: 2/3/2025-2/16/2025

Packet: PYPKT01104 - PPE 02.16.25
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	02/21/2025	12882	1,146.62
ANATRA, NICK	00508	02/21/2025	12878	2,709.95
ANAYA, PEDRO	00592	02/21/2025	12775	1,870.18
ARENDT, JACQUELINE	00638	02/21/2025	12831	186.16
ARTEAGA, ROSAELIA	00536	02/21/2025	1269	168.08
BAKKER, CODY	00539	02/21/2025	12832	830.01
BANESKI, ELVIS	00379	02/21/2025	12776	2,653.70
BEARROWS, JOHN B	00453	02/21/2025	12765	694.56
BECK, JOHN M	00141	02/21/2025	12858	3,061.60
BEERY, RYAN T	00340	02/21/2025	12777	2,664.90
BELMONTE, ROCIO	00423	02/21/2025	12770	1,339.68
BERKELEY, REBECCA	00575	02/21/2025	12833	186.16
BETTNER, DANIELLE	00531	02/21/2025	12902	1,798.42
BJORNEBY, JACOB	00469	02/21/2025	12883	3,461.16
BOEHLE, MATTHEW	00444	02/21/2025	12884	1,716.45
BOEHM, MARK	00556	02/21/2025	12911	1,798.95
BRASS, NATHANIEL W	00566	02/21/2025	12778	2,343.35
BRIDGEMAN, KYLE C	00478	02/21/2025	12862	2,429.01
BRUST, PATRICK	00490	02/21/2025	12903	3,470.99
BURDIN, JASON E	00263	02/21/2025	12885	3,196.10
CARDOTT, CHRISTINA	00317	02/21/2025	12912	2,586.07
CARLS, TYLER J	00179	02/21/2025	12812	3,449.39
CASSIDY, ZACHARY	00637	02/21/2025	12863	2,091.18
CECH, ERIC T	00393	02/21/2025	12869	1,880.14
CONDON, JILLIAN	00545	02/21/2025	12913	3,724.72
CONE, JUSTIN D	00620	02/21/2025	12779	1,779.98
COX, CHRISTOPHER T	00446	02/21/2025	12886	2,336.63
COX, JOHNATHAN M	00616	02/21/2025	12843	3,000.86
CRAWFORD, ERIK L	00123	02/21/2025	12844	3,688.68
DA COSTA, BENJAMIN	00619	02/21/2025	12904	1,696.41
DAUGHERTY, MICHAEL A	00559	02/21/2025	12845	2,952.09
DICKSON, EVAN	00609	02/21/2025	12780	1,556.95
DOUGHERTY, KENNETH R	00418	02/21/2025	12813	3,304.60
EDWARDS, BRIAN E	00181	02/21/2025	12814	3,265.14
EVANS, BILLY GREGG	00550	02/21/2025	12834	448.17
FABER, CALE	00617	02/21/2025	12846	2,751.11
FENWICK, NATALIE Z	00428	02/21/2025	12909	94.38
FIEGENSCHUH, JEFFREY	00463	02/21/2025	12773	3,954.07
FLANAGAN, ROBERT H	00383	02/21/2025	12847	1,579.40
FLEMMING, BAILEY H	00639	02/21/2025	12815	1,793.18
FLORES, ARACELI	00612	02/21/2025	12897	1,596.90
FLORESS, HEATHER	00631	02/21/2025	12864	1,135.10
FRANKENBERRY, PHILLIP C	00030	02/21/2025	12781	2,996.15
FULGENCIO, MICKAYA	00577	02/21/2025	12898	1,160.01
GERARD, MATTHEW L	00368	02/21/2025	12782	155.54
GILLIAM, JAMES R	00322	02/21/2025	1271	2,801.40
GILLIS, AUSTIN	00413	02/21/2025	12835	898.84
GILLIS, ANGELA	00192	02/21/2025	12816	1,144.29
GOOD, JEREMY M	00334	02/21/2025	12817	4,600.67
HAAN, WILLIAM A	00270	02/21/2025	12783	3,028.45
HAMILTON, MITCH A	00425	02/21/2025	12910	3,115.46

Employee	Employee #	Payment Date	Number	Net
HARRINGTON, DAMEN	00608	02/21/2025	12784	747.51
HAYES, WILLIAM T	00250	02/21/2025	12766	148.51
HELGREN, CURTIS	00476	02/21/2025	12818	2,143.99
HERNANDEZ, AUTUMN	00557	02/21/2025	12899	2,449.88
HERRING, ANDREW J	00594	02/21/2025	12785	1,792.04
HEUER, CASEY	00552	02/21/2025	12905	2,229.03
HOLDEN, ERIC	00569	02/21/2025	12906	1,733.39
HOWARD, CASEY	00555	02/21/2025	12887	2,447.94
HUDETZ, MICHAEL L	00422	02/21/2025	12908	1,722.64
HUERAMO, ROSE MARY	00415	02/21/2025	12771	2,306.07
HUERAMO, CRYSTAL	00615	02/21/2025	12900	1,221.10
HUERAMO, BIANCA	00572	02/21/2025	12786	1,157.06
ISLEY, TIMOTHY P	00249	02/21/2025	12848	3,130.20
JACKSON, SYDNEY L	00562	02/21/2025	12788	1,285.22
JACKSON, CANDICE	00551	02/21/2025	12787	1,464.24
JAKYMIW, JAMES M	00367	02/21/2025	12789	2,479.04
JIMENEZ, KAYLEE	00554	02/21/2025	12870	2,089.71
JOHNSON, TODD A	00069	02/21/2025	12888	3,153.16
JOHNSON, JARED	00048	02/21/2025	12907	2,204.86
JOHNSON, BENJAMIN C	00166	02/21/2025	12819	2,586.15
JUDAH, CHRISTOPHER M	00439	02/21/2025	12871	173.05
JUDD, CHAD A	00450	02/21/2025	12872	2,101.43
KASS, JACOB R	00641	02/21/2025	12820	1,684.53
KELLER, DANIEL W	00211	02/21/2025	12865	2,364.02
KEPKA, JASON	00618	02/21/2025	12836	406.23
KESSLER, SEAN	00634	02/21/2025	12889	3,004.62
KNIGHT, JAMES WALKER	00585	02/21/2025	12879	2,735.26
KNIGHT, MICHELLE	00174	02/21/2025	12855	1,917.94
KNIGHT, KALEB	00636	02/21/2025	12880	2,189.45
KNIGHT, NOAH	00600	02/21/2025	12790	2,055.72
KOVACS, RYAN	00384	02/21/2025	12791	2,274.50
LAMPHERE, BRIAN	00642	02/21/2025	12792	1,989.35
LANNING, ADAM	00392	02/21/2025	12866	3,779.21
LEWIS, JOSH R	00338	02/21/2025	12821	3,847.29
LODICO, TREY	00613	02/21/2025	12822	2,429.76
LUXTON, TOD	00535	02/21/2025	12867	3,290.64
MANNING, CASSIDY C	00424	02/21/2025	12890	2,055.79
MCDERMOTT, DANIEL W	00038	02/21/2025	12767	118.08
MCDERMOTT, THOMAS	00063	02/21/2025	12768	165.28
MCGILL, MICHAEL	00462	02/21/2025	12837	768.10
MEDINE, JUSTIN	00487	02/21/2025	12873	1,953.30
MESSER, NOAH	00581	02/21/2025	12823	1,793.18
MILLER, RYAN	00540	02/21/2025	12874	1,837.65
MILOS, KRISTOFER	00512	02/21/2025	12849	3,867.58
MITCHELL, ANGELA K	00163	02/21/2025	12810	272.30
MONTERO, DAVID S	00601	02/21/2025	12824	2,490.27
MOREAU, SENADA	00408	02/21/2025	12793	1,539.15
MORRIS, MANDI R	00168	02/21/2025	12901	1,555.30
MOWRY, TROY	00324	02/21/2025	12891	4,141.85
MUELLER, JESSICA CM	00510	02/21/2025	12875	2,332.76
MULHOLLAND, JAY A	00442	02/21/2025	12892	2,640.44
MUSSELMAN, JEFFREY J	00200	02/21/2025	12876	3,088.87
NAMBO, LUISA	00273	02/21/2025	12794	1,820.38
NAY, WELDON	00644	02/21/2025	12838	102.48
NEUENKIRCHEN, RYAN J	00590	02/21/2025	12877	1,765.19
OLESON, KHRYSTA	00621	02/21/2025	12914	1,764.29
OLSZEWSKI, ROBIN L	00373	02/21/2025	12795	1,695.40
OLSZEWSKI, BRITTANY	00546	02/21/2025	12772	1,136.28
OWEN, ALISON	00409	02/21/2025	12796	2,032.62

Employee	Employee #	Payment Date	Number	Net
OWEN, TREVOR D	00399	02/21/2025	12797	2,617.88
PAVIA, PETER	00485	02/21/2025	12798	3,576.06
PEARSON, ROGER	00522	02/21/2025	12811	272.30
PEASE, MICHELLE J	00222	02/21/2025	12856	2,815.30
PLAZA, JONATHAN	00524	02/21/2025	12825	2,584.80
POWELL, KORTNEY	00607	02/21/2025	12839	108.60
PREWETT, ZACHARY	00327	02/21/2025	12826	4,934.66
RANGEL, DWAYNE	00455	02/21/2025	12868	2,753.69
RIVERA, ANGEL	00606	02/21/2025	12799	1,989.43
RODABAUGH, AARON C	00213	02/21/2025	12800	2,946.27
ROGDE, ANDREW C	00410	02/21/2025	12893	1,873.02
ROGERS, JESSICA E	00530	02/21/2025	12915	2,012.53
SALINAS, JAVIER	00538	02/21/2025	12827	2,405.63
SAWLSVILLE, CHRISTOPHER	00300	02/21/2025	12840	201.67
SAWLSVILLE, DAVID W	00046	02/21/2025	12828	3,764.60
SCHABACKER, BRAD J	00348	02/21/2025	12850	2,684.51
SESTER, CORY	00294	02/21/2025	12801	2,065.09
SHAW-DICKEY, KATHRYN E	00452	02/21/2025	12769	168.08
SILVA, BARTOLOME	00586	02/21/2025	12802	1,878.56
SILVA, EDGAR Q	00593	02/21/2025	12803	1,931.73
SIMMONS, NOAH	00633	02/21/2025	12841	17.53
SMITH, BETH A	00441	02/21/2025	12842	354.34
SPEARS, NICHOLAS J	00362	02/21/2025	12851	3,993.76
STARR, GEOFFREY	00495	02/21/2025	12857	2,517.21
SULLIVAN, JAMEY A	00356	02/21/2025	12894	3,998.10
SWANSON, CARMEN	00541	02/21/2025	12804	1,320.05
TESREAU, SAMUEL C	00276	02/21/2025	12859	3,973.71
THOMPSON, JENNIFER R	00364	02/21/2025	12774	3,182.43
TIMM, NATHAN K	00414	02/21/2025	12852	2,601.31
TOLIVER, BLAKE A	00205	02/21/2025	12895	3,300.57
TURCATO, JAMES	00635	02/21/2025	12896	3,196.19
UNDERWOOD, JASON M	00217	02/21/2025	12829	4,924.93
VALDIVIESO, BENJAMIN	00599	02/21/2025	1270	0.00
VANKIRK, COLTON	00496	02/21/2025	12853	2,597.94
VILLALOBOS, EDDIE V	00560	02/21/2025	12854	2,266.56
WARD, CURTIS W	00331	02/21/2025	12860	2,307.08
WATERS, SHANE A	00430	02/21/2025	12881	1,936.96
WEEKS, JOYCE L	00401	02/21/2025	12861	650.48
WILLIS, JODY T	00051	02/21/2025	12830	2,019.55
WINTERTON, RYAN	00627	02/21/2025	12805	1,708.62
WITT, ADAM	00605	02/21/2025	12806	2,017.35
WITTENBERG, MATTHEW E	00282	02/21/2025	12807	2,335.28
WOOLBRIGHT, TYLER	00640	02/21/2025	12808	1,834.87
WRIGHT, ABBY	00489	02/21/2025	12809	1,921.35
ZICK, BRITTNEY	00571	02/21/2025	12916	2,167.09
			Totals:	324,690.94



Rochelle, IL

Section VII, Item 1.

Payment Register

APPKT03937 - Check Run 2/24/25 MB

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
06535	AIRGAS USA, LLC					222.55
Payment Type	Payment Number					Payment Amount
Check	215079					222.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5513749598	Oxygen	01/31/2025	01/31/2025	0.00	222.55	

Vendor Number	Vendor Name					Total Vendor Amount
02443	ALTEC INDUSTRIES, INC.					4,642.52
Payment Type	Payment Number					Payment Amount
Check	215080					4,642.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12841424	Duct Rodder	02/12/2025	02/12/2025	0.00	2,015.82	
12844820	E5 Jib Arm	02/13/2025	02/13/2025	0.00	2,474.04	
12851045	Bucket Pad	02/18/2025	02/18/2025	0.00	152.66	

Vendor Number	Vendor Name					Total Vendor Amount
10663	AMAZON CAPITAL SERVICES					3,316.13
Payment Type	Payment Number					Payment Amount
Check	215081					3,316.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11YL-JXRW-MNP3	Heat Shrink Wire Connectors	02/18/2025	02/18/2025	0.00	79.98	
147V-CQJN-NPY4	Office Supplies	02/14/2025	02/14/2025	0.00	9.73	
14DQ-6TN3-LV9W	Office Supplies	02/18/2025	02/18/2025	0.00	-32.60	
14R1-G9JW-WKN3	6 Count Fiber Cable	02/15/2025	02/15/2025	0.00	766.12	
173T-6V9P-P4KD	Jail Blankets	02/14/2025	02/14/2025	0.00	124.80	
1F9L-XL33-HC7R	Wireless HDMI Transmitter	02/18/2025	02/18/2025	0.00	289.99	
1F9L-XL33-J1TN	Office Supplies	02/18/2025	02/18/2025	0.00	620.92	
1GVM-WWQ3-973K	Office Supplies	02/17/2025	02/17/2025	0.00	99.92	
1GY6-Q1J1-XKRC	Elevator keys & Testing textbook	02/10/2025	02/10/2025	0.00	196.55	
1HX1-NYQP-LLT3	Misc hand Tools/Winter Gloves	02/14/2025	02/14/2025	0.00	384.35	
1J96-749R-JJLX	printer ink	02/14/2025	02/14/2025	0.00	49.98	
1K76-M3FY-667J	Ladder Racks	02/11/2025	02/11/2025	0.00	637.44	
1NTN-Y6RF-9979	UB Office Equipment	02/17/2025	02/17/2025	0.00	88.95	

Vendor Number	Vendor Name					Total Vendor Amount
01850	ANIXTER, INC					131,123.93
Payment Type	Payment Number					Payment Amount
Check	215082					131,123.93
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6227979-06	Material for Centerpointe Sub	02/12/2025	02/12/2025	0.00	129,747.24	
6314495-00	Min Inv # 591/722/1695/1790/1802/1957 Maj inv 2400	02/11/2025	02/11/2025	0.00	1,376.69	

Vendor Number	Vendor Name					Total Vendor Amount
05814	ARC IMAGING RESOURCES					163.80
Payment Type	Payment Number					Payment Amount
Check	215083					163.80
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
B67040	OCE 500 PLOTTER COLOR COPY FEE	02/17/2025	02/17/2025	0.00	163.80	

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Vendor Number	Vendor Name					Total Vendor Amount
INC1219	ARTLIP AND SONS, INC.					498.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215084	02/24/2025	498.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
213823	Eliminate thermostat in PD locker rooms	02/07/2025	02/07/2025	0.00	498.00	
Vendor Number	Vendor Name					Total Vendor Amount
07142	BEARROWS, JOHN					4,122.81
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215085	02/24/2025	4,122.81			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011925	Washington DC Trip	01/19/2025	01/19/2025	0.00	4,122.81	
Vendor Number	Vendor Name					Total Vendor Amount
06051	BOUND TREE MEDICAL					926.85
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215086	02/24/2025	926.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
85647704	EMS Supplies	02/03/2025	02/03/2025	0.00	341.91	
85647705	EMS Supplies	02/03/2025	02/03/2025	0.00	95.81	
85649699	EMS Supplies	02/04/2025	02/04/2025	0.00	489.13	
Vendor Number	Vendor Name					Total Vendor Amount
04449	BRUNS CONSTRUCTION, INC.					275.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215087	02/24/2025	275.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11380	Fence Panel Repair Caron Rd Sub	02/12/2025	02/12/2025	0.00	275.00	
Vendor Number	Vendor Name					Total Vendor Amount
07323	CAPPEL'S COMPLETE CAR CARE					453.40
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215088	02/24/2025	453.40			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
40318	Battery/Fire Extinguisher/Flare Kit	02/13/2024	02/13/2024	0.00	274.40	
983965	E5 Safety Lane Inspection	02/12/2025	02/12/2025	0.00	51.00	
983966	E8 E37 E40 Safety Lane inspections	02/12/2025	02/12/2025	0.00	128.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1477	CARQUEST OF MENDOTA					316.29
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215089	02/24/2025	316.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
16022-20905	Filters For Unit R101	01/08/2025	01/08/2025	0.00	316.29	
Vendor Number	Vendor Name					Total Vendor Amount
09112	CINTAS					799.10
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215090	02/24/2025	799.10			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4220597568	Janitorial Supplies	02/10/2025	02/10/2025	0.00	41.63	
4220777311	MATS AND SHOP RAGS	02/11/2025	02/11/2025	0.00	208.35	
4220931124	Office And Shop Rags & Rugs	02/12/2025	02/12/2025	0.00	79.10	
4220931231	Floor Mats/Shop Towels/ Air Freshner	02/12/2025	02/12/2025	0.00	173.56	
4220931235	Mats, Lab Coats, Scraper, Towels	02/12/2025	02/12/2025	0.00	88.11	
4221489993	MATS AND SHOP RAGS	02/18/2025	02/18/2025	0.00	208.35	

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Vendor Number	Vendor Name					Total Vendor Amount
00759	CITY OF ROCHELLE					5,376.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215091			02/24/2025	5,376.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV02109	January Sludge	02/13/2025	02/13/2025	0.00	5,376.25	
Vendor Number	Vendor Name					Total Vendor Amount
00143	CRESCENT ELECTRIC SUPPLY					16,050.27
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215092			02/24/2025	16,050.27	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S513047156.001	12 Sol Tracer Wire	02/12/2025	02/12/2025	0.00	401.50	
S513048028.001	Milbank Meter bases	02/11/2025	02/11/2025	0.00	14,682.98	
S513053602.001	3M Super 88 Tape	02/13/2025	02/13/2025	0.00	965.79	
Vendor Number	Vendor Name					Total Vendor Amount
01720	CUMMINS SALES & SERVICE					3,517.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215093			02/24/2025	3,517.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
F2-250298898	E14 DEF Header	02/13/2025	02/13/2025	0.00	3,517.59	
Vendor Number	Vendor Name					Total Vendor Amount
04492	DELL MARKETING L.P.					1,762.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215094			02/24/2025	1,762.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10796050481	Dell Marketing L.P.	01/24/2025	01/24/2025	0.00	1,762.35	
Vendor Number	Vendor Name					Total Vendor Amount
00678	EDWARDS, BRIAN					92.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215095			02/24/2025	92.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
021025	Building supplies for bunker locker project	02/10/2025	02/10/2025	0.00	92.73	
Vendor Number	Vendor Name					Total Vendor Amount
04512	FEHR-GRAHAM & ASSOC.					3,650.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215096			02/24/2025	3,650.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
128600	SAFETY PROGRAMS	01/24/2025	01/24/2025	0.00	3,650.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1472	FIREGROUND SUPPLY					588.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215097			02/24/2025	588.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
32412	Kass Duty Polos	02/05/2025	02/05/2025	0.00	173.97	
32413	Edwards Duty Pants	02/05/2025	02/05/2025	0.00	148.97	
32414	Flemming Duty JS & Polos	02/05/2025	02/05/2025	0.00	265.96	
Vendor Number	Vendor Name					Total Vendor Amount
01775	FLAGG TWP MUSEUM & HISTORICAL SOCIETY					12,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215098			02/24/2025	12,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2025.01	Annual Contribution	02/14/2025	02/14/2025	0.00	12,000.00	

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Vendor Number	Vendor Name					Total Vendor Amount
INC1708	FLEMMING, BAILEY					250.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215099	02/24/2025	250.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011025	Flemming Academy Meals	01/10/2025	01/10/2025	0.00	125.00	
011725	Flemming Academy Meals	01/17/2025	01/17/2025	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
01248	GRAINGER, INC.					139.49
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215100	02/24/2025	139.49			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9401309845	Antifatigue Runner	02/10/2025	02/10/2025	0.00	139.49	
Vendor Number	Vendor Name					Total Vendor Amount
00493	GROVERS SERVICES, LLC					4,800.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215101	02/24/2025	4,800.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
021725	Trimmed/Removed Trees Week of Feb 10th	02/17/2025	02/17/2025	0.00	4,800.00	
Vendor Number	Vendor Name					Total Vendor Amount
10256	HAWKINS, INC.					1,739.60
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215102	02/24/2025	1,739.60			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6982499	Azone 15, Hydrofluosilicic	02/11/2025	02/11/2025	0.00	1,679.60	
6986279	Chlorine Cylinders	02/15/2025	02/15/2025	0.00	60.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1296	HELM TRUCK AND EQUIPMENT					1,953.95
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215103	02/24/2025	1,953.95			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
01P21457	Parts For Unit R122	02/18/2025	02/18/2025	0.00	1,953.95	
Vendor Number	Vendor Name					Total Vendor Amount
06754	HINCKLEY SPRINGS					252.40
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215104	02/24/2025	252.40			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10164186 021525	Water Delivery	02/15/2025	02/15/2025	0.00	252.40	
Vendor Number	Vendor Name					Total Vendor Amount
09762	IL PUBLIC RISK FUND					25,235.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215105	02/24/2025	25,235.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
96674	IPRF MONTHLY PREMIUM	02/15/2025	02/15/2025	0.00	25,235.00	
Vendor Number	Vendor Name					Total Vendor Amount
03285	IL STATE POLICE					27.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215106	02/24/2025	27.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20250106073	Illinois State Police	01/31/2025	01/31/2025	0.00	27.00	

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Vendor Number	Vendor Name					Total Vendor Amount
10720	ILLINOIS TOLLWAY					19.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215107			02/24/2025	19.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
VN5307432989	IPASS	02/05/2025	02/05/2025	0.00	19.80	
Vendor Number	Vendor Name					Total Vendor Amount
06784	J.F. AHERN CO.					1,128.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215108			02/24/2025	1,128.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
712807	City Hall/PD fire alarm inspection	02/12/2025	02/12/2025	0.00	1,128.00	
Vendor Number	Vendor Name					Total Vendor Amount
09918	JG UNIFORMS					436.29
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215109			02/24/2025	436.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
142860	Officer Uniforms	02/12/2025	02/12/2025	0.00	436.29	
Vendor Number	Vendor Name					Total Vendor Amount
05282	JOHNSON TRACTOR					416.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215110			02/24/2025	416.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IR05985	Hoses & Fittings For Unit R107	02/14/2025	02/14/2025	0.00	416.74	
Vendor Number	Vendor Name					Total Vendor Amount
09444	KALEEL'S CLOTHING					1,349.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215111			02/24/2025	1,349.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011725	Work Clothing & Boots For John Cox	01/17/2025	01/17/2025	0.00	735.00	
011725-2	Work Clothing For Michael Daugherty	01/17/2025	01/17/2025	0.00	575.00	
020525	Chad Judd - Uniform Allowance	02/05/2025	02/05/2025	0.00	39.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1709	KASS, JACOB					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215112			02/24/2025	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011025	Kass Academy Meals	01/10/2025	01/10/2025	0.00	125.00	
011725	Kass Academy Meals	01/17/2025	01/17/2025	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
01280	KOMLINE-SANDERSON					326.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215113			02/24/2025	326.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
42062362	Keyway, oil filter, urethane	02/12/2025	02/12/2025	0.00	326.32	
Vendor Number	Vendor Name					Total Vendor Amount
06833	LAKESIDE INTERNATIONAL, LLC					412.19
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215114			02/24/2025	412.19	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7281714P	Parts For Unit R122	02/14/2025	02/14/2025	0.00	412.19	

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Vendor Number	Vendor Name					Total Vendor Amount
08702	LEE COUNTY INDUSTRIAL DEVELOPMENT					8,500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215115			02/24/2025	8,500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2502	Economic Development Agreement	02/01/2025	02/01/2025	0.00	8,500.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1592	LEGACY FIRE APPARATUS					605.77
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215116			02/24/2025	605.77	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV-20066	Repair Air leak E3	01/31/2025	01/31/2025	0.00	605.77	
Vendor Number	Vendor Name					Total Vendor Amount
08125	LIEBOVICH STEEL & ALUMINUM CO					136.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215117			02/24/2025	136.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9733394	Steel Plates for old sub transformers	02/14/2025	02/14/2025	0.00	68.04	
9734618	Steel Plates for old sub transformers	02/17/2025	02/17/2025	0.00	68.04	
Vendor Number	Vendor Name					Total Vendor Amount
INC1653	MESSER, NOAH					250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215118			02/24/2025	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
011025	Messer Academy Meals	01/10/2025	01/10/2025	0.00	125.00	
011725	Messer Academy Meals	01/17/2025	01/17/2025	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
04287	MILTON PROPANE					238.58
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215119			02/24/2025	238.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
U0128572	Propane Cylinder restock	02/12/2025	02/12/2025	0.00	97.77	
U0128573	Propane Cylinder restock	02/12/2025	02/12/2025	0.00	140.81	
Vendor Number	Vendor Name					Total Vendor Amount
00384	MONROE TRUCK EQUIPMENT					442.48
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215120			02/24/2025	442.48	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
47527	Wing Parts For Units R155 & R156	02/14/2025	02/14/2025	0.00	264.05	
47529	Wing Parts For Units R155 & R156	02/14/2025	02/14/2025	0.00	178.43	
Vendor Number	Vendor Name					Total Vendor Amount
04021	MORTON SALT					40,850.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215121			02/24/2025	40,850.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5403352349	Salt Stock	02/11/2025	02/11/2025	0.00	19,509.19	
5403355075	Salt Stock	02/12/2025	02/12/2025	0.00	19,395.17	
5403357717	Salt Stock	02/13/2025	02/13/2025	0.00	1,945.75	
Vendor Number	Vendor Name					Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE					369.95
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215122			02/24/2025	181.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
094123	Brake Cleaner	02/17/2025	02/17/2025	0.00	117.36	
094150	Break Away Switch	02/17/2025	02/17/2025	0.00	48.38	

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094151	Tubing /Butt Connector	02/17/2025	02/17/2025	0.00	15.78
Check 215123				02/24/2025	25.85
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
094275	grease fittings	02/19/2025	02/19/2025	0.00	25.85
Check 215124				02/24/2025	162.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
093212	Battery Generator For Unit R164	01/31/2025	01/31/2025	0.00	178.39
093226	Core Refund For Battery On Unit R164	01/31/2025	01/31/2025	0.00	-18.00
094032	Part For Unit R122	02/14/2025	02/14/2025	0.00	2.19
Vendor Number	Vendor Name				Total Vendor Amount
01659	NICOR				466.99
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215125				02/24/2025	466.99
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00874710007-021725	NICOR GAS MAIN PLANT FOR ENGINES	02/17/2025	02/17/2025	0.00	263.27
42790561023-021125	nicor pro shop	02/11/2025	02/11/2025	0.00	203.72
Vendor Number	Vendor Name				Total Vendor Amount
07379	NORTHERN ILLINOIS DISPOSAL SVCS				55.94
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215126				02/24/2025	55.94
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23587522T086	Garbage pick up	02/01/2025	02/01/2025	0.00	55.94
Vendor Number	Vendor Name				Total Vendor Amount
09986	N-TRAK				34,020.00
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215127				02/24/2025	34,020.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
PARKING LOT IMPROVEMEN	PARKING LOT IMPROVEMENTS-PAY REQUEST #1	02/03/2025	02/03/2025	0.00	34,020.00
Vendor Number	Vendor Name				Total Vendor Amount
INC1175	OMNISITE				266.16
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215128				02/24/2025	266.16
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
99968	Sewer Meter Subscription	01/31/2025	01/31/2025	0.00	266.16
Vendor Number	Vendor Name				Total Vendor Amount
INC1110	PEST CONTROL CONSULTANTS ILLINOIS				283.55
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215129				02/24/2025	283.55
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
665408	Pest Control Spraying	02/13/2025	02/13/2025	0.00	58.85
665603	Pest Control Substations	02/13/2025	02/13/2025	0.00	171.20
666959	Pest Control	02/18/2025	02/18/2025	0.00	53.50
Vendor Number	Vendor Name				Total Vendor Amount
01603	PITNEY BOWES				2,000.00
Payment Type	Payment Number			Payment Date	Payment Amount
Check 215130				02/24/2025	2,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
021025	UB Postage Prepayment	02/10/2025	02/10/2025	0.00	2,000.00

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Vendor Number	Vendor Name					Total Vendor Amount
INC1552	PLANO METAL SPECIALTIES INC					144.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215131	02/24/2025	144.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
15802	Officer Awards	02/13/2025	02/13/2025	0.00	144.00	
Vendor Number	Vendor Name					Total Vendor Amount
00517	ROCHELLE NEWS-LEADER					70.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215132	02/24/2025	70.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV338609	Advertising	02/12/2025	02/12/2025	0.00	70.00	
Vendor Number	Vendor Name					Total Vendor Amount
00918	ROCKFORD RIGGING, INC					1,608.19
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215133	02/24/2025	1,608.19			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0648897-IN	Various Safety Supplies	02/12/2025	02/12/2025	0.00	1,608.19	
Vendor Number	Vendor Name					Total Vendor Amount
INC1418	RUNNINGS SUPPLY INC					532.39
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215134	02/24/2025	532.39			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1149373	Coffee, Can Opener, Cadet	02/10/2025	02/10/2025	0.00	28.97	
1149489	Boxes Steel Square	02/11/2025	02/11/2025	0.00	7.17	
1149949	12V Socket/5 outlet dash mount	02/13/2025	02/13/2025	0.00	63.03	
1150204	Air blower /Air Hose/Coupler/Hose	02/14/2025	02/14/2025	0.00	232.40	
1150911	Pliers/Wrench/Sawzall Blades	02/17/2025	02/17/2025	0.00	110.83	
1151018	vac for trucks structures and office water cleanup	02/17/2025	02/17/2025	0.00	89.99	
Vendor Number	Vendor Name					Total Vendor Amount
INC1547	SPARTAN ARMOR SYSTEMS					1,259.91
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215135	02/24/2025	1,259.91			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S26398	Officer Body Armor	02/04/2025	02/04/2025	0.00	1,259.91	
Vendor Number	Vendor Name					Total Vendor Amount
10903	STUDIO GWA					9,335.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215136	02/24/2025	9,335.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
24-1713-003	517 W 4th Ave- Pocket Park	02/15/2025	02/15/2025	0.00	9,335.00	
Vendor Number	Vendor Name					Total Vendor Amount
08023	SYNDEO NETWORKS, INC.					697.79
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215137	02/24/2025	697.79			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SN024284	Admin Phone Lines	02/01/2025	02/01/2025	0.00	697.79	
Vendor Number	Vendor Name					Total Vendor Amount
03263	TALLMAN EQUIPMENT COMPANY, INC.					7,760.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215138	02/24/2025	7,760.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3419993	Rope/2 Pocket Tool Holder	02/12/2025	02/12/2025	0.00	234.55	
3420076	Milwaukee Crimpers	02/12/2025	02/12/2025	0.00	4,253.38	
3420419	Gear Driven Cable Cutter	02/14/2025	02/14/2025	0.00	2,686.06	

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3420422	No 2 Phillips Screwdriver 10 inch	02/14/2025	02/14/2025	0.00	27.57
3420529	7 Hole Jib Extension	02/14/2025	02/14/2025	0.00	558.94
Vendor Number	Vendor Name	Total Vendor Amount			
04522	TURNER, DEBBIE	1,740.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215139	02/24/2025	1,740.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2811	JANITORIAL SERVICES	02/16/2025	02/16/2025	0.00	1,740.00
Vendor Number	Vendor Name	Total Vendor Amount			
04351	TYNDALE COMPANY, INC.	473.65			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215140	02/24/2025	473.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3836994	FR Clothing	02/12/2025	02/12/2025	0.00	180.70
3839280	FR Clothing	02/13/2025	02/13/2025	0.00	292.95
Vendor Number	Vendor Name	Total Vendor Amount			
00991	USA BLUEBOOK	298.91			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215141	02/24/2025	298.91		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV00625565	Hach Free Chlorine Chemkey	02/17/2025	02/17/2025	0.00	298.91
Vendor Number	Vendor Name	Total Vendor Amount			
00663	WESCO RECEIVABLES CORP	1,331.92			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215142	02/24/2025	1,331.92		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000342	Hiline SAD 2	02/05/2025	02/05/2025	0.00	1,331.92

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	120	64	0.00	342,372.12
Packet Totals:		120	64	0.00	342,372.12

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-342,372.12
Packet Totals:		-342,372.12



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APPKT03960 - Exception Check Run per TI 3/4/25 MB
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount			
01659	NICOR	13,060.32			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215219	03/04/2025	13,060.32		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
030425	RELOCATING GAS SERVICE FOR HANGAR F	03/04/2025	03/04/2025	0.00	13,060.32

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	1	1	0.00	13,060.32
Packet Totals:		1	1	0.00	13,060.32

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-13,060.32
Packet Totals:		-13,060.32



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APPKT03958 - Check Run 3/3/25 MB

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount	
	Void	0.00	
Payment Type	Payment Number	Payment Date	Payment Amount
**Void Check	215146	03/03/2025	0.00
**Void Check	215199	03/03/2025	0.00
**Void Check	215215	03/03/2025	0.00

Vendor Number	Vendor Name					Total Vendor Amount
06620	AIR ONE EQUIPMENT, INC.					165.00
Payment Type	Payment Number	Payment Date				Payment Amount
Check	215143	03/03/2025				165.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
217680	Air quality test	02/25/2025	02/25/2025	0.00	165.00	

Vendor Number	Vendor Name					Total Vendor Amount
02443	ALTEC INDUSTRIES, INC.					13,332.57
Payment Type	Payment Number				Payment Date	Payment Amount
Check	215144				03/03/2025	13,332.57
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12853452	Altec Bin Dividers	02/19/2025	02/19/2025	0.00	554.40	
12855722	E5 Strobe Lights	02/20/2025	02/20/2025	0.00	534.89	
51608510	E3 Repair/parts	02/21/2025	02/21/2025	0.00	12,243.28	

Vendor Number	Vendor Name	Total Vendor Amount				
10663	AMAZON CAPITAL SERVICES	4,024.14				
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215145			03/03/2025	4,024.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13RN-L6KX-HCJM	Hard Hat- jay	02/21/2025	02/21/2025	0.00	27.49	
144H-N6MJ-7TJ9	Office Supplies	02/24/2025	02/24/2025	0.00	62.99	
146Q-Q7YV-Y3GT	Office Supplies	02/24/2025	02/24/2025	0.00	58.71	
14DQ-6TN3-QQ9P	ink cartridges	02/19/2025	02/19/2025	0.00	165.00	
16NG-XJVL-4CGJ	Desktop Calendars	02/20/2025	02/20/2025	0.00	19.99	
16NG-XJVL-91L4	Shower Curtain Rod	02/20/2025	02/20/2025	0.00	170.94	
197F-1GP7-4TDP	DOT Compliance Vehicle Kits	02/20/2025	02/20/2025	0.00	554.70	
19N3-V4QK-39YJ	Fire Ext Signs for Trucks	02/26/2025	02/26/2025	0.00	7.94	
1CYP-RFTM-GW1H	Batteries, Exit Sign	02/24/2025	02/24/2025	0.00	189.11	
1DQC-VJHT-RCFR	UB Office Supplies	02/19/2025	02/19/2025	0.00	58.95	
1F7P-W63F-L911	New batteries for fire alarm panel at City Hall/PD	02/24/2025	02/24/2025	0.00	82.12	
1FPW-1RLN-3PMY	Folgers Coffee	02/26/2025	02/26/2025	0.00	39.97	
1FWP-749R-W3F6	Fiber Cables Bundles	02/19/2025	02/19/2025	0.00	593.56	
1GG9-43NF-4KGH	Upgrade desk phone fro Mayor	02/25/2025	02/25/2025	0.00	97.95	
1HCD-T6FK-MH7X	Rolling Tool Chest	02/21/2025	02/21/2025	0.00	219.99	
1JHP-THMD-KFMX	Amazon Credit	02/24/2025	02/24/2025	0.00	-90.51	
1LXH-RWDF-VXHG	Ipad Case	02/19/2025	02/19/2025	0.00	119.99	
1NJ3-7VPT-6YNM	First-Aid Refill, Dishwasher Basket, Blender	02/25/2025	02/25/2025	0.00	240.37	
1NLM-16HN-494L	Amazon Capital Services	02/20/2025	02/20/2025	0.00	616.00	
1QRQ-QXQ4-LPJH	Microtick Switch	02/21/2025	02/21/2025	0.00	397.85	
1RQ9-39MC-LWQG	Amazon Credit	02/17/2025	02/17/2025	0.00	-99.92	
1RWJ-N71F-64DD	FR Clothing	02/20/2025	02/20/2025	0.00	177.22	
1XQL-PM1H-GM73	Office Supplies	02/21/2025	02/21/2025	0.00	13.98	
1YWH-RGNH-RJL4	Headlamps	02/19/2025	02/19/2025	0.00	299.75	

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Vendor Number	Vendor Name					Total Vendor Amount
00040	ANDERSON PLUMBING & HTG, INC					2,847.89
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215147	03/03/2025	2,847.89			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
117947	Rod Sewer Line- 1030 front restroom	02/18/2025	02/18/2025	0.00	400.00	
118095	Valve Replacment in back	02/20/2025	02/20/2025	0.00	537.00	
118099	Cemetery Water System Repairs	02/20/2025	02/20/2025	0.00	529.00	
118112	Removing Street Dept Building Water Lines	02/21/2025	02/21/2025	0.00	139.37	
118133	Backflow Repair	02/24/2025	02/24/2025	0.00	1,242.52	
Vendor Number	Vendor Name					Total Vendor Amount
01850	ANIXTER, INC					918.92
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215148	03/03/2025	918.92			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6329823-00	Maj inv #942/1214- Min Inv # 1169	02/25/2025	02/25/2025	0.00	918.92	
Vendor Number	Vendor Name					Total Vendor Amount
04794	AREA MECHANICAL					1,587.24
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215149	03/03/2025	1,587.24			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
W10803	MAU repair	02/18/2025	02/18/2025	0.00	1,587.24	
Vendor Number	Vendor Name					Total Vendor Amount
10817	BETTNER, DANIELLE					75.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215150	03/03/2025	75.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	75.00	
Vendor Number	Vendor Name					Total Vendor Amount
09297	BLACKHAWK HILLS REGIONAL COUNCIL					29,843.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215151	03/03/2025	29,843.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2025-7	Administration Fee	02/18/2025	02/18/2025	0.00	29,843.00	
Vendor Number	Vendor Name					Total Vendor Amount
07977	BLUE CROSS BLUE SHIELD OF IL					58.35
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215152	03/03/2025	58.35			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
021925	Ambulance Refund - B Rak	02/19/2025	02/19/2025	0.00	58.35	
Vendor Number	Vendor Name					Total Vendor Amount
00843	BONNELL INDUSTRIES INC.					307.86
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215153	03/03/2025	307.86			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0220378-IN	Plow Parts For Unit R123	02/19/2025	02/19/2025	0.00	253.41	
0220528-IN	Hydraulic Line For Unit R119	02/25/2025	02/25/2025	0.00	54.45	
Vendor Number	Vendor Name					Total Vendor Amount
06051	BOUND TREE MEDICAL					139.93
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	215154	03/03/2025	139.93			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
85638634	EMS supplies	01/27/2025	01/27/2025	0.00	139.93	

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Vendor Number		Vendor Name		Total Vendor Amount	
10554		CAMPLIN ENVIRONMENTAL SERVICES, INC.		1,500.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215155		03/03/2025	1,500.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
22417	503 N Main Street- asbestos abatement	02/21/2025	02/21/2025	0.00	1,500.00
Vendor Number		Vendor Name		Total Vendor Amount	
07323		CAPPEL'S COMPLETE CAR CARE		1,704.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215156		03/03/2025	1,704.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
43688	E5 Steer Tires & Install	02/20/2025	02/20/2025	0.00	1,575.00
983973	Test Lane Inspections E23/33/37	02/19/2025	02/19/2025	0.00	78.00
983977	E4 Safety Lane Inspection	02/20/2025	02/20/2025	0.00	51.00
Vendor Number		Vendor Name		Total Vendor Amount	
00540		CARDOTT, CHRIS		40.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215157		03/03/2025	40.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	40.00
Vendor Number		Vendor Name		Total Vendor Amount	
00208		CENTRAL BANK OF ILLINOIS		709,926.12	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215158		03/03/2025	655,378.19
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022625-2	CD reinvestment	02/26/2025	02/26/2025	0.00	655,378.19
Check		215159		03/03/2025	54,547.93
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022625	CD reinvestment	02/26/2025	02/26/2025	0.00	54,547.93
Vendor Number		Vendor Name		Total Vendor Amount	
09112		CINTAS		721.28	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215160		03/03/2025	721.28
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4221652401	Office And Shop Rags & Rugs	02/19/2025	02/19/2025	0.00	79.10
4221652461	Mats, Lab Coats, Towels	02/19/2025	02/19/2025	0.00	88.11
4221652508	Floor Mats/Shop Towels	02/19/2025	02/19/2025	0.00	89.55
4222054816	Janitorial Supplies	02/24/2025	02/24/2025	0.00	57.18
4222055086	Lobby Rug Cleaning	02/24/2025	02/24/2025	0.00	81.75
4222055117	City Hall Mats	02/24/2025	02/24/2025	0.00	43.24
4222203552	MATS AND SHOP RAGS	02/25/2025	02/25/2025	0.00	282.35
Vendor Number		Vendor Name		Total Vendor Amount	
10949		CONDON, JILLIAN		75.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215161		03/03/2025	75.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	75.00
Vendor Number		Vendor Name		Total Vendor Amount	
10102		DATA VOICE INTERNATIONAL, INC.		473.00	
Payment Type		Payment Number		Payment Date	Payment Amount
Check		215162		03/03/2025	473.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DVMN0001124	Customer Facing Mobile App/Lineman App	02/24/2025	02/24/2025	0.00	473.00

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Vendor Number 04492	Vendor Name DELL MARKETING L.P.					Total Vendor Amount 2,506.41
Payment Type Check	Payment Number 215163		Payment Date 03/03/2025	Payment Amount 2,506.41		
Payable Number 10799974194	Description Engineering Department computer and IPAD upgrades	Payable Date 02/17/2025	Due Date 02/17/2025	Discount Amount 0.00	Payable Amount 2,506.41	
Vendor Number 07065	Vendor Name DISH					Total Vendor Amount 66.74
Payment Type Check	Payment Number 215164		Payment Date 03/03/2025	Payment Amount 66.74		
Payable Number 021725	Description Monthly Dish Services	Payable Date 02/17/2025	Due Date 02/17/2025	Discount Amount 0.00	Payable Amount 66.74	
Vendor Number 03334	Vendor Name FERGUSON WATERWORKS #2516					Total Vendor Amount 367.92
Payment Type Check	Payment Number 215165		Payment Date 03/03/2025	Payment Amount 367.92		
Payable Number 0513629-1	Description Valve Box	Payable Date 02/20/2025	Due Date 02/20/2025	Discount Amount 0.00	Payable Amount 367.92	
Vendor Number 09611	Vendor Name FIEGENSCHUH, JEFFREY					Total Vendor Amount 23.38
Payment Type Check	Payment Number 215166		Payment Date 03/03/2025	Payment Amount 23.38		
Payable Number 021125	Description Mileage - Meeting in DeKalb	Payable Date 02/11/2025	Due Date 02/11/2025	Discount Amount 0.00	Payable Amount 23.38	
Vendor Number 05846	Vendor Name FILTRATION CORP OF AMERICA					Total Vendor Amount 505.07
Payment Type Check	Payment Number 215167		Payment Date 03/03/2025	Payment Amount 505.07		
Payable Number 00106066	Description Jet and 100LL filters	Payable Date 02/25/2025	Due Date 02/25/2025	Discount Amount 0.00	Payable Amount 505.07	
Vendor Number INC1472	Vendor Name FIREGROUND SUPPLY					Total Vendor Amount 232.97
Payment Type Check	Payment Number 215168		Payment Date 03/03/2025	Payment Amount 232.97		
Payable Number 32753	Description Flemming high Vis Coat	Payable Date 02/20/2025	Due Date 02/20/2025	Discount Amount 0.00	Payable Amount 109.99	
Payable Number 32754	Description Kass High Vis coat	Payable Date 02/20/2025	Due Date 02/20/2025	Discount Amount 0.00	Payable Amount 122.98	
Vendor Number 00210	Vendor Name FISCHERS, INC.					Total Vendor Amount 3,995.29
Payment Type Check	Payment Number 215169		Payment Date 03/03/2025	Payment Amount 3,995.29		
Payable Number 0755355-001	Description Printer INK	Payable Date 02/19/2025	Due Date 02/19/2025	Discount Amount 0.00	Payable Amount 3,605.00	
Payable Number 0755794-001	Description City Hall Copier Contract	Payable Date 02/21/2025	Due Date 02/21/2025	Discount Amount 0.00	Payable Amount 40.00	
Payable Number 0755812-001	Description UB Total Copy Plan	Payable Date 02/21/2025	Due Date 02/21/2025	Discount Amount 0.00	Payable Amount 123.89	
Payable Number 0755813-001	Description Copier Plan	Payable Date 02/21/2025	Due Date 02/21/2025	Discount Amount 0.00	Payable Amount 73.49	
Payable Number 0755814-001	Description Total Copy Plan Charge	Payable Date 02/21/2025	Due Date 02/21/2025	Discount Amount 0.00	Payable Amount 152.91	
Vendor Number INC1559	Vendor Name FLORES, ARACELI					Total Vendor Amount 54.84
Payment Type Check	Payment Number 215170		Payment Date 03/03/2025	Payment Amount 54.84		
Payable Number 022525	Description UB Feb Staff Lunch	Payable Date 02/25/2025	Due Date 02/25/2025	Discount Amount 0.00	Payable Amount 54.84	

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Vendor Number 10791	Vendor Name FOUNDATION FOR FOCUS HOUSE					Total Vendor Amount 500.00
Payment Type Check	Payment Number 215171				Payment Date 03/03/2025	Payment Amount 500.00
Payable Number 022625	Description Spaghetti Supper	Payable Date 02/26/2025	Due Date 02/26/2025	Discount Amount 0.00	Payable Amount 500.00	
Vendor Number 10531	Vendor Name FS.COM INC.					Total Vendor Amount 426.00
Payment Type Check	Payment Number 215172				Payment Date 03/03/2025	Payment Amount 426.00
Payable Number IN102502250366	Description Ethernet Patch Cables	Payable Date 02/25/2025	Due Date 02/25/2025	Discount Amount 0.00	Payable Amount 426.00	
Vendor Number 08833	Vendor Name GLOBALSTAR USA					Total Vendor Amount 0.17
Payment Type Check	Payment Number 215173				Payment Date 03/03/2025	Payment Amount 0.17
Payable Number 000000084351877	Description Orbit 100 Plan	Payable Date 01/16/2025	Due Date 01/16/2025	Discount Amount 0.00	Payable Amount 0.17	
Vendor Number 01754	Vendor Name GORDON FLESCH CO., INC					Total Vendor Amount 203.99
Payment Type Check	Payment Number 215174				Payment Date 03/03/2025	Payment Amount 203.99
Payable Number IN15044261	Description Copy Machine Lease	Payable Date 02/15/2025	Due Date 02/15/2025	Discount Amount 0.00	Payable Amount 203.99	
Vendor Number INC1688	Vendor Name GREATER ILLINOIS VEHICLE UPFITTERS LLC					Total Vendor Amount 655.00
Payment Type Check	Payment Number 215175				Payment Date 03/03/2025	Payment Amount 655.00
Payable Number 103038	Description New Bed Liner	Payable Date 02/25/2025	Due Date 02/25/2025	Discount Amount 0.00	Payable Amount 655.00	
Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC					Total Vendor Amount 4,800.00
Payment Type Check	Payment Number 215176				Payment Date 03/03/2025	Payment Amount 4,800.00
Payable Number 022425	Description Trimmed/Removed Trees Week of Feb 17th	Payable Date 02/24/2025	Due Date 02/24/2025	Discount Amount 0.00	Payable Amount 4,800.00	
Vendor Number 00246	Vendor Name HACH COMPANY					Total Vendor Amount 7,696.00
Payment Type Check	Payment Number 215177				Payment Date 03/03/2025	Payment Amount 7,696.00
Payable Number 14384109	Description Bench Plus	Payable Date 02/22/2025	Due Date 02/22/2025	Discount Amount 0.00	Payable Amount 7,696.00	
Vendor Number 10256	Vendor Name HAWKINS, INC.					Total Vendor Amount 2,555.05
Payment Type Check	Payment Number 215178				Payment Date 03/03/2025	Payment Amount 2,555.05
Payable Number 6989830	Description Sodium Hypochlorite, Azone 15	Payable Date 02/19/2025	Due Date 02/19/2025	Discount Amount 0.00	Payable Amount 2,555.05	

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Vendor Number	Vendor Name					Total Vendor Amount
INC1268	HERNANDEZ, AUTUMN					48.67
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215179			03/03/2025	48.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	48.67	
Vendor Number	Vendor Name					Total Vendor Amount
07208	JAMES G. AHLBERG					105.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215180			03/03/2025	105.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2941	Legal	02/18/2025	02/18/2025	0.00	105.00	
Vendor Number	Vendor Name					Total Vendor Amount
10015	JOHNSON CONTROLS FIRE PROTECTION LP					220.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215181			03/03/2025	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
52711916	Inspect Fire Extinguishers/Portables	02/18/2025	02/18/2025	0.00	220.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1710	KELLEY WILLIAMSON COMPANY					1,334.79
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215182			03/03/2025	1,334.79	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN-358415	Hydraulic Oil & Windshield Washer Fluid	02/21/2025	02/21/2025	0.00	1,334.79	
Vendor Number	Vendor Name					Total Vendor Amount
08125	LIEBOVICH STEEL & ALUMINUM CO					116.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215183			03/03/2025	116.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9741212	1/4x7x7 Saw Cut Sheets	02/24/2025	02/24/2025	0.00	116.64	
Vendor Number	Vendor Name					Total Vendor Amount
10563	MEDICARE PART B					228.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215184			03/03/2025	228.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
021925	Ambulance Refund - B Rak	02/19/2025	02/19/2025	0.00	228.73	
Vendor Number	Vendor Name					Total Vendor Amount
09877	MICHLIG ENERGY, LTD.					127.27
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215185			03/03/2025	127.27	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1706585	OIL FOR #3 GENERATOR BEARING	01/27/2025	01/27/2025	0.00	127.27	
Vendor Number	Vendor Name					Total Vendor Amount
01726	MIDWEST MAILWORKS, INC					429.21
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215186			03/03/2025	429.21	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
253784	UB Complete Mailroom Service	02/15/2025	02/15/2025	0.00	429.21	
Vendor Number	Vendor Name					Total Vendor Amount
09077	MULHOLLAND, JAY					411.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	215187			03/03/2025	411.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
022725	APPA LEGISLATIVE RALLY-WASHINGTON DC	02/27/2025	02/27/2025	0.00	350.00	

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022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	61.90
Vendor Number	Vendor Name			Total Vendor Amount	
00415	NAPA AUTO PARTS ROCHELLE			345.69	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215188	03/03/2025	145.12		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
094298	Breakaway Switch/Wire/Socket/Terminal	02/19/2025	02/19/2025	0.00	145.12
Check	215189	03/03/2025	200.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
094355	Battery for borrowed city truck	02/20/2025	02/20/2025	0.00	176.59
094516	Battery Core	02/24/2025	02/24/2025	0.00	-18.00
094608	anti-freeze	02/25/2025	02/25/2025	0.00	41.98
Vendor Number	Vendor Name			Total Vendor Amount	
07319	O'DONNELL CRANE SERVICE			6,250.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215190	03/03/2025	6,250.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
23332	Crane Rental- Willis Ave Transformer Swap	02/19/2025	02/19/2025	0.00	6,250.00
Vendor Number	Vendor Name			Total Vendor Amount	
INC1110	PEST CONTROL CONSULTANTS ILLINOIS			729.80	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215191	03/03/2025	729.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
667875	Pest Control- 1030 S 7th St	02/20/2025	02/20/2025	0.00	160.50
667884	Pest Control	02/20/2025	02/20/2025	0.00	69.55
668017	Pest Control	02/20/2025	02/20/2025	0.00	53.50
668053	Pest Control	02/20/2025	02/20/2025	0.00	214.00
668260	Pest Control - RR Park	02/21/2025	02/21/2025	0.00	45.00
669034	Comm Hangar mouse control	02/24/2025	02/24/2025	0.00	53.50
669215	Monthly Pest Control Tech Center	02/24/2025	02/24/2025	0.00	133.75
Vendor Number	Vendor Name			Total Vendor Amount	
09011	PETERSON, JOHNSON & MURRAY			14,467.50	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215192	03/03/2025	14,467.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
144211	LEGAL SERVICES-GENERAL MUNICIPAL MATTER	02/19/2025	02/19/2025	0.00	8,967.50
144212	LEGAL SERVICES-WATER	02/19/2025	02/19/2025	0.00	925.00
144213	LEGAL SERVICES-ELECTRIC	02/19/2025	02/19/2025	0.00	3,525.00
144214	LEGAL SERVICES-DOWNTOWN TIF	02/19/2025	02/19/2025	0.00	450.00
144215	LEGAL SERVICES-NORTHERN GATEWAY TIF	02/19/2025	02/19/2025	0.00	275.00
144216	LEGAL SERVICES-ROCHELLE DEVELOPMENT	02/19/2025	02/19/2025	0.00	325.00
Vendor Number	Vendor Name			Total Vendor Amount	
00214	POLYDYNE INC.			11,385.00	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215193	03/03/2025	11,385.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1904803	Clarifloc	02/20/2025	02/20/2025	0.00	11,385.00
Vendor Number	Vendor Name			Total Vendor Amount	
01154	PRESCOTT BROS. FORD			970.01	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215194	03/03/2025	970.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1251	F20 Vacuum pump	02/20/2025	02/20/2025	0.00	970.01

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Vendor Number	Vendor Name						Total Vendor Amount
00554	PRINTING ETC., INC.						1,700.02
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215195					03/03/2025	1,700.02
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
25-0041	UB Promotional Items- Flashlights & Hand Sanitizer	02/26/2025	02/26/2025	0.00	1,700.02		
Vendor Number	Vendor Name						Total Vendor Amount
01642	RAY O'HERRON CO. INC						333.97
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215196					03/03/2025	333.97
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
2393994	Uniform Credit	02/12/2025	02/12/2025	0.00	-166.45		
2394037	Uniform Pants	02/12/2025	02/12/2025	0.00	93.59		
2395630	Officer Uniform Allowance	02/20/2025	02/20/2025	0.00	252.68		
2395884	Officer Uniform Allowance	02/21/2025	02/21/2025	0.00	154.15		
Vendor Number	Vendor Name						Total Vendor Amount
05517	REINDERS, INC.						1,028.41
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215197					03/03/2025	1,028.41
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
6066919-00	tire/rims for ventrac	02/19/2025	02/19/2025	0.00	1,028.41		
Vendor Number	Vendor Name						Total Vendor Amount
00596	ROCHELLE MUNICIPAL UTILITIES						52,942.51
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215198					03/03/2025	52,942.51
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
022825	Utilities	02/28/2025	02/28/2025	0.00	52,942.51		
Vendor Number	Vendor Name						Total Vendor Amount
00517	ROCHELLE NEWS-LEADER						559.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215200					03/03/2025	559.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV339775	Getaway Guide - Golf Ad	02/23/2025	02/23/2025	0.00	559.00		
Vendor Number	Vendor Name						Total Vendor Amount
09888	ROCKFORD INDUSTRIAL EQUIPMENT, INC						536.00
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215201					03/03/2025	536.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
27182	Floor Sweeper Repair	02/20/2025	02/20/2025	0.00	536.00		
Vendor Number	Vendor Name						Total Vendor Amount
00918	ROCKFORD RIGGING, INC						206.21
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215202					03/03/2025	206.21
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
0649283-IN	Harness	02/16/2025	02/16/2025	0.00	206.21		
Vendor Number	Vendor Name						Total Vendor Amount
INC1418	RUNNINGS SUPPLY INC						543.79
Payment Type	Payment Number					Payment Date	Payment Amount
Check	215203					03/03/2025	543.79
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1143943	Hitch pin for rescue 8	01/18/2025	01/18/2025	0.00	20.97		
1151274	Snap Ring Pliers	02/18/2025	02/18/2025	0.00	31.95		
1151354	Mink Oil Paste /Leather Conditioner	02/19/2025	02/19/2025	0.00	22.46		
1151365	Belt/Oil/ Guage/Pressure Switch	02/19/2025	02/19/2025	0.00	103.76		
1151396	Street Dept Building Repairs	02/19/2025	02/19/2025	0.00	35.46		

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1151562	Auto Battery /Ratchet Strap	02/20/2025	02/20/2025	0.00	199.95
1151581	Storage Tote/ChainSaw Chain/Chain Saw Oil	02/20/2025	02/20/2025	0.00	129.24
Vendor Number	Vendor Name	Total Vendor Amount			
09833	STAPLES BUSINESS CREDIT	636.85			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215204	03/03/2025	636.85		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6025211544	Paper	02/25/2025	02/25/2025	0.00	29.29
6025211545	HP 952XL	02/25/2025	02/25/2025	0.00	98.90
6025211546	Office Supplies	02/25/2025	02/25/2025	0.00	23.99
6025211547	Office Supplies	02/25/2025	02/25/2025	0.00	130.93
6025211548	Soap, Kleenex, Can Liners, Cleaning Supplies	02/25/2025	02/25/2025	0.00	215.00
6025211549	Office Supplies	02/25/2025	02/25/2025	0.00	20.72
6025211550	Paper, Envelopes, Coffee, Cups	02/25/2025	02/25/2025	0.00	92.25
6025211551	Office Supplies	02/25/2025	02/25/2025	0.00	25.77
Vendor Number	Vendor Name	Total Vendor Amount			
03263	TALLMAN EQUIPMENT COMPANY, INC.	1,734.77			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215205	03/03/2025	1,734.77		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3421389	6 ft Gripall	02/24/2025	02/24/2025	0.00	384.46
3421585	6" Square Shank Screw Driver	02/25/2025	02/25/2025	0.00	41.48
3421740	Huskie Tool Repair	02/25/2025	02/25/2025	0.00	1,308.83
Vendor Number	Vendor Name	Total Vendor Amount			
04062	TESREAU, SAMUEL	75.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215206	03/03/2025	75.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	75.00
Vendor Number	Vendor Name	Total Vendor Amount			
08076	TOLIVER, BLAKE	452.35			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215207	03/03/2025	452.35		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
022725	APPA LEGISLATIVE RALLY-WASHINGTON DC	02/27/2025	02/27/2025	0.00	377.35
022825	Cel Phone Reimbursement	02/28/2025	02/28/2025	0.00	75.00
Vendor Number	Vendor Name	Total Vendor Amount			
10445	TRI-CITY ELECTRIC COMPANY OF IOWA	577.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215208	03/03/2025	577.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
119982	Streaming Service - Labor	02/24/2025	02/24/2025	0.00	577.50
Vendor Number	Vendor Name	Total Vendor Amount			
00624	UNITED PARCEL SERVICE	23.34			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215209	03/03/2025	23.34		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00004E260F085	Postage	02/22/2025	02/22/2025	0.00	23.34
Vendor Number	Vendor Name	Total Vendor Amount			
00991	USA BLUEBOOK	1,288.82			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215210	03/03/2025	1,288.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV00632258	PVC, Ball Check Valve, Confined Space Signs	02/24/2025	02/24/2025	0.00	360.69
INV00633544	Lab Supplies	02/25/2025	02/25/2025	0.00	867.98

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INV00633722	Lab Supplies	02/25/2025	02/25/2025	0.00	60.15
Vendor Number	Vendor Name	Total Vendor Amount			
03510	UTILITY DYNAMICS CORPORATION	156,712.90			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215211	03/03/2025	13,810.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0220-3356	Boring Lineage Logistics	02/20/2025	02/20/2025	0.00	8,870.00
1213-3343	1015 S Caron Rd Boring	12/13/2024	12/13/2024	0.00	4,940.00
Check	215212	03/03/2025	142,902.90		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
FLAGG AND 20TH 2025-PAY	Flagg and 20th St RMU Electric utility relocation	02/20/2025	02/20/2025	0.00	142,902.90
Vendor Number	Vendor Name	Total Vendor Amount			
10166	VAN BUREN CONSULTING GROUP, LLC	5,000.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215213	03/03/2025	5,000.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2025-0231	Prairie State Legal	02/25/2025	02/25/2025	0.00	5,000.00
Vendor Number	Vendor Name	Total Vendor Amount			
01104	VERIZON WIRELESS	5,294.40			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215214	03/03/2025	5,294.40		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6106095418	Monthly cellphones and iPad charges	02/15/2025	02/15/2025	0.00	5,294.40
Vendor Number	Vendor Name	Total Vendor Amount			
00663	WESCO RECEIVABLES CORP	3,190.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215216	03/03/2025	3,190.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
005201	Burndy Cu Butt Splice	02/07/2025	02/07/2025	0.00	2,130.00
013674	Hapco Shims	02/12/2025	02/12/2025	0.00	1,060.00
Vendor Number	Vendor Name	Total Vendor Amount			
10553	WEX BANK	12,011.59			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215217	03/03/2025	12,011.59		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
FEB25-ADMIN	Credit	02/23/2025	02/23/2025	0.00	-139.31
FEB25-ELECTRIC DIST	Vehicle Fuel	02/23/2025	02/23/2025	0.00	2,219.12
FEB25-ELECTRIC GEN	FUEL FOR D3 TRUCK	02/23/2025	02/23/2025	0.00	129.63
FEB25-ENGINEERING	Fuel Engineering Vehicles	02/23/2025	02/23/2025	0.00	83.24
FEB25-FIRE	Fuel	02/23/2025	02/23/2025	0.00	2,138.63
FEB25-POLICE	Squad Fuel	02/23/2025	02/23/2025	0.00	4,796.94
FEB25-WATER	Water - WEX	02/23/2025	02/23/2025	0.00	1,318.01
FEB25-WR	Water Rec - WEX	02/23/2025	02/23/2025	0.00	1,465.33
Vendor Number	Vendor Name	Total Vendor Amount			
INC1375	WHITE CAP L.P.	359.61			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	215218	03/03/2025	359.61		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
50030041947	Replacement Blade For Ring Saw	02/03/2025	02/03/2025	0.00	359.61

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	43	20	0.00	219,729.38
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	107	44	0.00	129,118.23
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	10	9	0.00	725,857.77
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Packet Totals:		160	76	0.00	1,074,705.38

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-1,074,705.38
Packet Totals:		-1,074,705.38



MINUTES
CITY OF ROCHELLE
PLANNING & ZONING COMMISSION
MEETING

Section VII, Item 1.

Monday, November 04, 2024 at 6:00 PM

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

- I. CALL TO ORDER:** The meeting was called to order at 6:02 p.m.
- II. ROLL CALL:** Present were Commissioners Colwill, Hickey, McKibben, Myers, Swinton and Wolter. Absent: None. There was a quorum of six. Non-voting Commissioners present were: Charnock, Tenggren and Bowerman. Absent: Barber. Also present were Michelle Knight and Geoff Starr. Michelle Pease attended the second half of the training.
- III. APPROVE/ACCEPT MINUTES:** Swinton moved, seconded by McKibben, **"I move the minutes of the May 6, 2024 Planning and Zoning Commission meeting as presented be approved."** Ayes: Colwill, Hickey, McKibben, Myers, Swinton and Wolter. Nays: None. Motion carried 6-0.
- IV. PUBLIC COMMENTARY:** New at-large member Tim Bowerman was introduced and welcomed.
- V. COMMISSIONER COMMENTS:** None
- VI. BUSINESS ITEMS:** None
- VII. DISCUSSION ITEMS:** Tom Farace with the American Planning Association along with Megan Mack, Attorney with Ancel Glink facilitated a training for the Planning and Zoning Commissioners. Topics covered were: roles in the process, responsibilities of commission, findings of fact, the fine print, tools of the trade and resources for Commissioners.
- VIII. ADJOURNMENT:** Motion made by Swinton, seconded by McKibben, **"I move to adjourn the regularly scheduled meeting of the Planning and Zoning Commission of November 4, 2024."** Ayes: Colwill, Hickey, McKibben, Myers, Swinton and Wolter. Nays: None. Motion carried 6-0. The Planning and Zoning Commission adjourned at 8:24 p.m.

Michelle Knight
Community Development Specialist

File Attachments for Item:

2. A Resolution Waiving Competitive Bidding Requirements And Authorizing The Purchase Of Residential Light Poles And Fixtures From Wesco Distribution

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: An Ordinance Waiving Competitive Bidding Requirements And Authorizing The Purchase Of Residential Poles And Fixtures From Wesco Distribution

Staff Contact: Blake Toliver Superintendent of Electric Operations

Summary: The City of Rochelle has purchased streetlights from Wesco under the Sourcewell contract for several years. We wish to purchase 47 residential streetlights and 14 light heads to continue replacing deteriorating infrastructure. These lights will replace the existing lighting throughout the Lake Lida area and the Brookside Subdivision. This is a continuation of the work we’ve started on removing the old infrastructure. This quote was provided under the Sourcewell contract for streetlighting. We are asking to waive competitive bidding because Sourcewell completes the RFP process for their members.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$180,000	\$142,028

Strategic Plan Goal Application: Infrastructure Effectiveness and Improvement

Recommendation: Approve an Ordinance Waiving Competitive Bidding Requirements And Authorizing The Purchase Of Residential Poles And Fixtures From Wesco Distribution in the amount of \$142,028



WOODRIDGE, IL (7628)
200 E. Lies Rd.
Carol Stream, IL 60188

Job Name: Rochelle Holophane Residential Standard

Quote Date: Feb 28, 2025

Expires: Mar 30, 2025

To: CITY OF ROCHELLE
Attn: BLAKE TOLIVER
Ph: 815-561-2034
Email: btoliver@rmu.net

From: Christine Rodriguez
Ph:
Email: CRodriguez@wescodist.com

SUPPLIER LINE #	QTY	TYPE	MFR	PART NUMBER	UNIT PRICE	U/M	EXT. PRICE
	22		HOLOPHANE	AUCL3 P40 40K MVOLT FC5 BK SK CLGL PR7 Utility Arlington Full Cutoff LED 3, P40 performance package, 4000K, 120-277V, Full cutoff, type V, Black, Spike finial, Clear tempered glass lens, 7 pin NEMA dimmable photocontrol receptacle	\$1,330.00		\$29,260.00
	22		HOLOPHANE	CHA 14 F4J 12 3BOLT C03 BK RFD323309 Charleston aluminum pole, 14 feet, Shaft, 4" diameter fluted, .25 wall, 12" Base, WITH A MODIFIED 3-BOLT PATTERN TO MATCH EXISTING, Tenon, 3.00 O.D. x 3" tall, Black, LESS ANCHOR BOLTS	\$1,234.00		\$27,148.00
	25		HOLOPHANE	AUCL3 P40 40K MVOLT FC5 BK SK CLGL PR7 Utility Arlington Full Cutoff LED 3, P40 performance package, 4000K, 120-277V, Full cutoff, type V, Black, Spike finial, Clear tempered glass lens, 7 pin NEMA dimmable photocontrol receptacle	\$1,330.00		\$33,250.00
	25		HOLOPHANE	CHA 14 F4J 16M9 MOD C03 BK RFD332134 CHARLESTON ALUMINUM POLE, 14' TALL, 4" DIAMETER STRAIGHT FLUTED SHAFT, .25" WALL, 3"X3" TENON, 16" BASE MODIFIED TO ACCEPT AN EXISTING 9" BOLT CIRCLE ON A 3-BOLT PATTERN. HOLOPHANE BLACK LESS ANCHOR BOLTS	\$1,350.00		\$33,750.00



WOODRIDGE, IL (7628)
200 E. Lies Rd.
Carol Stream, IL 60188

Job Name: Rochelle Holophane Residential Standard

Quote Date: Feb 28, 2025

Expires: Mar 30, 2025

SUPPLIER LINE #	QTY	TYPE	MFR	PART NUMBER	UNIT PRICE	U/M	EXT. PRICE
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				Estimated Lead Time: 7 to 9 Weeks			
GRAND TOTAL							\$142,028.00

Pricing & Estimated Ship Dates (ESD) and Lead Times provided for all manufacturers are subject to change without notice.

Prices do not include sales tax

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

WESCO MAY CHARGE YOU STORAGE AND TRANSPORTATION FEES IF YOU DO NOT TAKE POSSESSION OR ACCEPT DELIVERY OF THE ABOVE PRODUCTS WITHIN NINETY (90) DAYS OR AGREED UPON TIME FROM SUCH PRODUCTS BEING AVAILABLE FOR DELIVERY OR PICK-UP. WESCO MAY ALSO UPDATE THIS QUOTE OR ABOVE PRICING DUE TO DUTIES, FREIGHT, TARIFFS, SUPPLIER PRICING, SURCHARGES, OR EXCHANGE RATE FLUCTUATIONS.

Christine Rodriguez
Wesco Distribution, Inc.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE
PURCHASE OF RESIDENTIAL LIGHT POLES AND FIXTURES FROM WESCO
DISTRIBUTION**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE
PURCHASE OF RESIDENTIAL LIGHT POLES AND FIXTURES FROM WESCO
DISTRIBUTION**

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

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

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

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

WHEREAS, the RMU is seeking to purchase and replace forty-seven (47) residential streetlight poles and fourteen (14) light heads to continue replacing deteriorating infrastructure; and

WHEREAS, attached herein as Exhibit A is a quote from Wesco in the amount of \$142,028 obtained through the City’s Sourcewell contract which ensures the City is obtaining competitive pricing; and

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

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive competitive bidding and approve the purchase of street lights poles and light heads from Wesco.

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

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as

if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive competitive bidding, and approve the purchase of residential street light poles and light head fixtures from Wesco in the amount of \$142,028 under the terms as stated in Exhibit A.

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

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

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

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

PASSED THIS 10th day of March 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of March 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



WOODRIDGE, IL (7628)
200 E. Lies Rd.
Carol Stream, IL 60188

Quote
WES-011425-409-1-1

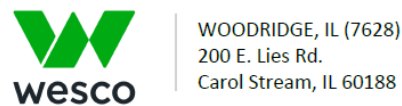
Job Name: Rochelle Holophane Residential Standard

Quote Date: Feb 28, 2025
Expires: Mar 30, 2025

To: CITY OF ROCHELLE
Attn: BLAKE TOLIVER
Ph: 815-561-2034
Email: btoliver@rmu.net

From: Christine Rodriguez
Ph:
Email: CRodriguez@wescodist.com

SUPPLIER LINE #	QTY	TYPE	MFR	PART NUMBER	UNIT PRICE	U/M	EXT. PRICE
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Quote
WES-011425-409-1-1

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Christine Rodriguez
Wesco Distribution, Inc.

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 WAIVING COMPETITIVE BIDDING AND APPROVING
THE PURCHASE OF RESIDENTIAL LIGHT POLES AND FIXTURES FROM WESCO
DISTRIBUTION” which was adopted by the Mayor and City Council of the City of Rochelle on
March 10th, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

3. An Ordinance Amending “Article V – Districts” and “Article XIV – Definitions” of Chapter 110, Zoning, of the Rochelle Municipal Code

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Ordinance Amending “Article V – Districts” and “Article XIV – Definitions” of Chapter 110, Zoning, of the Rochelle Municipal Code

Staff Contact: Michelle Pease, Community Development Director

Summary: As data warehousing becomes more prevalent, the City would like to be proactive in our zoning usage and requirements.

The City of Rochelle is proposing two zoning text amendments to allow for data centers in the city. The amendment will add to the City of Rochelle Zoning Ordinance, Chapter 110, Article V, Division 7 (District Use Classifications), Sec. 110-160 data centers as a “permissible” use in an I-1 light industry, I-2 general industry and I-3 heavy industry zoning district.

The second proposed amendment is to the City of Rochelle Zoning Ordinance, Chapter 110, Article XIV (Definitions), Sec. 110-600, and defines data centers as “a physical facility which primary purpose is to store, process and distribute data and applications. To ensure adequate infrastructure, data centers must be located within one-half (1/2) mile of an electrical substation, or any location approved by the City Manager.

On Monday, March 3, 2025, the Planning and Zoning Commission voted 7-0 to approve the text amendments.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Economic and Business Development.

Recommendation: Approve the ordinance allowing for a text amendments to “Article V – Districts” and “Article XIV – Definitions” of Chapter 110, Zoning, of the Rochelle Municipal Code.

DIVISION 7. DISTRICT USE CLASSIFICATIONS

Sec. 110-160. District use classification list.

In the following list of uses, a "P" means that the use is permitted in the zoning district subject to the general provisions of this chapter; an "S" means that the use will be permitted only if a special use permit (section 110-31, special uses) is granted by the city council. For uses not included on this list, application shall be made to the planning and zoning commission for interpretation.

Land Use	A	RD	R-1	R-2	R-3	R-4	R-5	RO	B-1	B-2	B-3	I-1	I-2	I-3
RESIDENTIAL USES														
Dwelling, single-family detached		P	P	P										
Dwelling, single-family attached					P	P								
Dwelling, multi-family						P	P							
Daycare home		P	P	P	P									
Mobile home park						S								
Group community residence		P	P	P	P	P								
Senior independent living						S				S				
Assisted living/memory care						S				S				
COMMERCIAL USES														
Arts studio, workspace or teaching									P	P	S	S	S	
Automobile and/or truck rental										P		P	P	S
Automobile and/or truck sales (new and used)										P				
Automobile and/or truck repair									S	P		P	P	S
Automobile oil change/repair facility									S	P		P	P	
Bakery/coffee shop	S								P	P	S			
Banks and financial institutions									P	P	P			
Banquet hall	S								S	P	S	S		
Bar	S								P	P				
Bed and breakfast			S	S	S	S	S		P	P				
Brew pub (restaurants)	S								S	S	S	S	S	
Car wash										S		S	S	
Currency exchange									S	P				

Daycare centers									S	S	S			
Drive thru, as part of a permitted or primary use									S	P	S	P	P	
Funeral homes									S	S	S	S		
Gas/fueling stations										P		P	S	
Home/garden stores									S	P				
Hotel/motel									S	P		P		
Indoor retail sales of goods									P	P	P	S		
Kennel										S		P	P	
Liquor stores									P	P				
Medical cannabis dispensary										S				
Medical and dental clinics									P	P	P			
Offices, professional and business								P	P	P	P	P	P	P
Personal services									P	P	S			
Pet day care									S	S				
Pet stores									S	S				
Pet supply stores									P	P				
Restaurants	S								P	P	P			
Storage (outdoor)										P	P	P	P	P
Storage (enclosed)									P	P	P	P	P	P
Tattooing									S	S	S	S		
Veterinary clinics										S		S		
Video gaming café									S	S				
INSTITUTIONAL USES														
Assembly/meeting halls	S								S	S	S	S	S	
Country club		S	S	S										
<u>Data Center</u>												<u>P</u>	<u>P</u>	<u>P</u>
Dog park		S	S	S					S					
Golf course		S	S	S										
Government buildings and facilities		S	S	S	S	S			P	P	P	S	S	
Hospitals										S	S			
Indoor athletic facilities										S	S	S		
Indoor entertainment and amusement facilities									S	S	S			
Lighted sports fields		S	S	S	S	S			S	S				
Miniature golf course									S	S				
Museum or cultural facility		S	S	S	S				P	P				

Public recreational facilities	S	S	S	S	S	S								
Public park		S	S	S	S	S			S					
Religious Institutions		S	S	S	S	S			S	S	S			
Schools (public, non-profit or private)		S	S	S	S	S								
Emergency shelter						S			S	S	S			
Community swimming pool		S	S	S	S	S				S				
Rehabilitation facilities						S				S	S			
INDUSTRIAL USES														
Adult-use cannabis craft grower												S	S	S
Adult-use cannabis cultivation center												S	S	S
Adult-use cannabis dispensing organization												S	S	S
Adult-use cannabis infuser organization or infuser												S	S	S
Greenhouses										S		P	P	P
Manufacturing, general												P	P	P
Manufacturing, light												P	P	P
Medical cannabis cultivation center												S	S	S
Microbrewery								S	S	S	S	S	S	
Micro-distillery								S	S	S	S	S	S	
Micro-winery								S	S	S	S	S	S	
Recycling center												S	S	S
Research and development facilities											S	S	S	S
Warehousing									S			P	P	P
MISCELLANEOUS USES														
Adult regulated use												S	S	S
Cemeteries			S	S	S	S								
Off-street parking lot, public								S	S	S	S	P	P	
Planned developments		S	S	S	S	S			S	S	S	S	S	S
Utilities		S	S	S	S	S			S	S	S	S	S	S
Personal wireless services		S	S	S	S	S			S	S	S	S	S	S
Small cell facilities		S	S	S	S	S			S	S	P	P	P	P
Transloading facilities														P

(Ord. No. 21-5231 , § 2, 4-12-2021; Ord. No. 22-5323 , § 2, 1-10-2022; Ord. No. 22-5354 , § 2, 6-13-2022)

Secs. 110-161—110-199. Reserved

ARTICLE XIV. DEFINITIONS

Sec. 110-600. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or use.

- (1) The term "accessory building or use" means a subordinate building or use which is located on the same lot on which the main building or use is situated and which is reasonably necessary and incidental to the conduct of the primary use of such building or main use, when permitted by district regulations.
- (2) An "accessory use" includes, but is not limited to, the following:
 - a. A child's playhouse, garden house and private greenhouse;
 - b. A garage, shed or building for domestic storage;
 - c. Storage of merchandise normally carried in stock on the same lot with any retail service or business use, unless such storage is excluded by the district regulations;
 - d. Storage of goods used in or produced by manufacturing activities on the same lot or parcel of ground with such activities, unless such storage is excluded by the district regulations;
 - e. Off-street motor vehicle parking areas, and loading and unloading facilities;
 - f. Signs as permitted and regulated in each district incorporated in this chapter;
 - g. Fences and walls;
 - h. Satellite antenna and/or a satellite receiving station;
 - i. Decks whether attached or not to the principal building.

Acreage means any tract or parcel of land which has not been subdivided and platted.

Adult arcade means a place to which the public is permitted or invited wherein coin-operated, slug-operated, electronically, electrically or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by the depicting or describing of specified sexual activities or specified anatomical areas.

Adult bookstore means an establishment which advertises, sells, rents, or offers for sale or rent adult material, which is not open to the public generally, and which excludes any minor by reason of age. The provisions of this subsection are not intended to apply if the presumption is rebutted by evidence that establishes that at the establishment:

- (1) Admission is not restricted to adults only; and
- (2) All adult material is accessible only by employees; and
- (3) The gross income from the sale and/or rental of adult material comprises less than ten percent of the gross income from the sale and rental of the goods or services at the establishment, and the individual items of adult material offered for sale and/or rent comprise less than 25 percent of the total individual new items publicly displayed as stock in trade in any of the following categories: books, magazines,

periodicals, or other printed matter, or photographs, films, motion pictures, videotapes, slides, or other visual representations, or recordings or other audio matter, or less than 25 percent of the individual used items publicly displayed at the establishment as stock in trade in the same categories set out above.

Adult club means any establishment wherein admission is limited to members of the establishment and their guests, and facilities are maintained and used for the engagement of members and guests of the club in specified sexual activities or the exhibition of specified anatomical areas, or for the exhibition to members and guests of the club of specified sexual activities or specified anatomical areas.

Adult material means any one or more of the following, regardless of whether it is new or used:

- (1) Books, magazines, periodicals, or other printed matter, paintings, drawings or other publications or graphic media, or photographs, films, motion pictures, video cassettes or disks, slides, or other visual representations, or recordings, or other audio matter, which have as their primary or dominant theme matter depicting, illustrating, describing, or relating to a specified sexual activity or specified anatomical area; or
- (2) Instruments, novelties, devices, or paraphernalia which are designed for use in connection with specified sexual activities.

Adult photographic or modeling studios means any business establishment which offers or advertises as its primary business stock in trade the use of its premises for the purpose of photographing or exhibiting specified sexual activities or specified anatomical areas or the modeling of apparel that exhibits specified anatomical areas.

Adult theater means an enclosed building, or an enclosed space within a building, or an open-air area used for presenting either filmed or live plays, dances, or other performances, either by individuals or groups, distinguished or characterized by an emphasis on material depicting, describing, or relating to specified sexual activities or specified anatomical areas for observation by patrons therein. An establishment which has an adult arcade is considered to be an adult theater.

Agricultural use includes farming, dairying, pasturage, agriculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing, treating, or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary to that of the normal agricultural activities.

Alley means a public way, not more than 30 feet wide, which affords only a secondary means of access to abutting property.

Alteration and *alter* mean to change size, shape, materials or painting. The change of sign copy shall be considered alteration.

Antenna means a device in the form of a metal rod, wire panel or dish for transmitting or receiving radio, television, telephone or other telecommunication signals including any supporting tower, pole, mast or building to which it is affixed.

Antenna height means the height of an antenna or satellite dish shall be measured vertically from the highest point of the signal receiving/transmitting apparatus, when positioned for operation, to the bottom of the base, which supports the antenna.

Apartment means a room or suite of rooms in a multifamily structure, which is arranged, designed, used or intended to be used as a single housekeeping unit. Individual bathrooms and complete kitchen facilities, permanently installed, must always be included for each apartment.

Automobile repair, major means engine rebuilding or major reconditioning of worn or damaged motor vehicles or trailers; collision service, including body, frame or fender straightening or repair; and overall painting of vehicles.

Automobile repair, minor means incidental repairs, replacement of parts, and motor service of automobiles, but not including any operation specified under the term "automobile repair, major."

Automobile service station means a place where gasoline stored only in underground tanks, kerosene, and lubricating oil or grease for operation of automobiles are offered for sale directly to the public on the premises, including minor accessories and services for automobiles, and including automobile repairs, and washing of automobiles. When the dispensing, sale or offering for sale of motor fuels or oils is incidental to the conduct of a public garage, the premises shall be classified as a public garage, or auto wash.

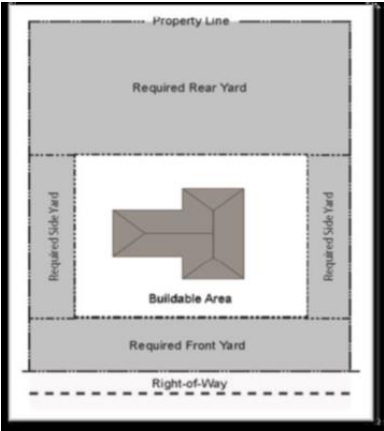
Auto wrecking means any place where two or more motor vehicles not in running condition, or parts thereof, are stored in the open and are not being restored to operation, or any land, building or structure used for wrecking or storing of such motor vehicles or parts thereof; and includes any farm vehicles or farm machinery, or parts thereof, stored in the open and not being restored to operating condition.

Basement means a story partly or wholly underground where more than one-half of its height is above established curb level or above the average level of the adjoining ground where curb level has not been established.

Billboard means any structure or portion thereof upon which signs or advertisements are used as an outdoor display. This definition does not include any bulletin board used to display official court or public notices, or signs advertising the sale or lease of the premises on which the sign is located.

Boardinghouse means a building, other than a hotel or restaurant, where meals and lodging are provided for compensation for four or more persons who are not members of the keeper's family.

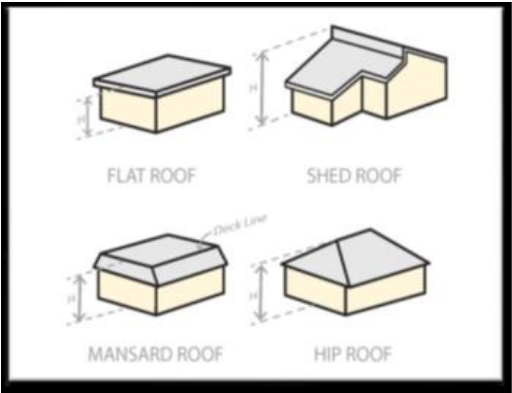
Block means a tract of land bounded by streets or, in lieu of a street, by public parks, cemeteries, railroad rights-of-way or a corporate boundary line of the city.



Buildable area means the space remaining after the minimum open space requirements of this chapter have been complied with.

Building means any structure with substantial walls and roof, securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are no communicating doors, windows or openings; and which is designed or intended for shelter, enclosure or protection of persons, animals or chattels. Any structure with interior areas not normally accessible for human use, such as gasholders, oil tanks, water tanks, grain elevators, coalbunkers, oil cracking towers and other similar structures, are not considered as buildings.

Building code means the building code as adopted by the city.



Building height means the vertical distance from the grade to the top of the highest roof beams of a flat roof, or to the mean level of the highest gable or slope of a hip roof. When a building faces on more than one street, the height shall be measured from the average of the grades at the center of each street front.

Bus lot means any lot or land area used for the storage or layover of passenger buses or motor coaches used in public transportation.

Carport means a structure attached to or made a part of the main structure, and which is open to the weather on at least two sides, intended for the use of sheltering not more than two motor-driven passenger vehicles.

Cartage, local means pickup and delivery of parcels, packages and freight by motor truck within the city area.

Cellar means a story, partly or wholly underground, where more than one-half of its height is below the established curb level or above the average level of the adjoining ground where curb level has not been established.

Collocation means the placement of two or more antenna systems or platforms by separate FCC license holders on the same structure, building, water tank, or utility pole.

Copy means any message or thought reduced to printed or visible form, including words, numbers, shapes, trademarks, names, symbols and pictures.

Court means the vertical distance from the lowest level of the court to the mean height of the top of the enclosing walls.

Curb level means the level of the established curb in front of the building, measured at the center of such front. Where a building faces on more than one street, the curb level shall be the average of the levels of the curbs at the center of the front on each street. Where no curb elevation has been established, the mean level of the land immediately adjacent to the building shall be considered the curb level.

Day care home means family home which receives more than three and up to a maximum of 12 children for less than 24 hours per day, including the family's adopted or natural children and all other persons under the age of 12 years, excluding facilities which received only children from a single household, that is licensed by the state under 225 ILCS 10/1 et seq., the Child Care Act of 1969.

Day nursery and *nursery school* mean premises operated for the care and education of young children below the age of six.

Data center means a physical facility which primary purpose is to store, process, and distribute data and applications. To ensure adequate infrastructure, data centers must be located within one-half (1/2) mile of an electrical substation, or any location approved by the City Manager.

Density means number of living units per acre allowable under the schedule of district regulations.

Detached structure means a structure surrounded by an open space on the same lot.

Dwelling means a building or portion thereof, but not an automobile house trailer, designed exclusively for residential occupancy, including one-family dwelling units, two-family dwelling units and multiple-family dwelling units, but not including hotels, boardinghouses or lodginghouses.

Dwelling group means two or more one-family or multiple-family dwellings located on one zoning lot, but not including tourist courts, lodginghouses or boardinghouses.

Dwelling, multiple family means a building, or portion thereof, designed for occupancy by three or more families living independently of each other.

Dwelling, one-family means a building designed exclusively for use and occupancy by one family, entirely separated by space from any other building.

Dwelling, row (party-wall) means a row of two to eight attached, one-family, party-wall dwellings, not more than two and one-half stories in height.

Dwelling, two-family means a building designed exclusively for occupancy by two families.

Dwelling unit means one or more rooms in a residential structure, designed for living and sleeping purposes and limited in occupancy to one family. Individual bathrooms and complete kitchen facilities, permanently installed, must always be included for each dwelling unit.

Efficiency unit means a dwelling unit consisting of one principal room for living and sleeping purposes, exclusive of bathroom, kitchen, hallway, closets or dining alcove directly off the principal room, providing such dining alcove does not exceed 125 square feet in area.

Enforcement official means the building official of the city, or his/her representative.

Erect means to build, construct, attach, hang, place, suspend or affix.

Family means one or more persons related by blood, marriage or adoption, or a group of not more than five persons (excluding servants) who need not be related by blood, marriage or adoption, living together and maintaining a common household, but not including sororities, fraternities, or other similar organizations.

Fixed canopy and *fixed awning* mean any hood, canopy or awning made of cloth, metal or wood, attached to a building, and/or carried by a frame supported by the ground or sidewalk.

Floor area means area in square feet of all floors in all buildings, including elevators and stairways, measured from outside of exterior wall to outside of exterior wall and multiplied by the number of floors. The term "floor area" includes basements which are used in the primary function of the building.

Floor area ratio means the square footage of floor area on all floors for each square foot of lot area.

Frontage.

- (1) When referring to a building, the term "frontage" means the side of a building oriented toward an open space containing the entrance used by general public.
- (2) When referring to land, the term "frontage" means the length which the land shares a common border with a public highway or street.

Garage, bus means any building used or intended to be used for the storage of three or more passenger motorbuses, or motor coaches used in public transportation, including school buses.

Garage, bus or truck means a building which is used or intended to be used for the storage of motor trucks, truck trailers, tractors and commercial vehicles.

Garage, private means a detached accessory building or portion of the main building designed, arranged, used or intended to be used for the storage of passenger automobiles of the occupants of the premises.

Garage, public means a building, other than a private garage, used for the care, incidental servicing and sale of automobile supplies, or where motor vehicles are parked or stored for remuneration, hire or sale within the structure, but not including trucks, tractors, truck trailers and commercial vehicles.

Group day care home means a family home which receives more than three and up to a maximum of 16 children for less than 24 hours per day, including the family's adopted or natural children and all other persons under the age of 12 years, that is licensed by the state under 225 ILCS 10/1 et seq., the Child Care Act of 1969.

Highly toxic substance means a chemical or substance that is listed as an extremely hazardous substance by the Environmental Protection Agency (EPA), as may be amended from time to time.

Holiday decorations means signs in the nature of decorations, customarily associated with any national, local or religious holiday. Such decorations shall be displayed for not more than 60 days in any calendar year and shall not be used for advertising purposes.

Home occupation means a gainful occupation conducted by members of the family only within their place of residence.

Hospital and *sanatorium* mean an institution open to the public in which or injured persons are given medical or surgical care; or for the care of contagious diseases or incurable patients.

Hotel, apartment means a building containing dwelling units or individual guestrooms, the majority of which are not for transients. Maid and janitor services are provided, but kitchen facilities are not necessarily included.

Hotel, transient means a building in which 50 percent or more of the rooms or suites are reserved to provide living and sleeping accommodations for transient guests who are lodged with or without meals, and in which no provisions are made for cooking in any individual room or suite.

Householder means the occupant of a dwelling unit, who is either the owner or lessee thereof.

Junkyard means open area where waste, scrap, iron, paper, rags or similar materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, but excluding similar uses taking place entirely within a completely enclosed building.

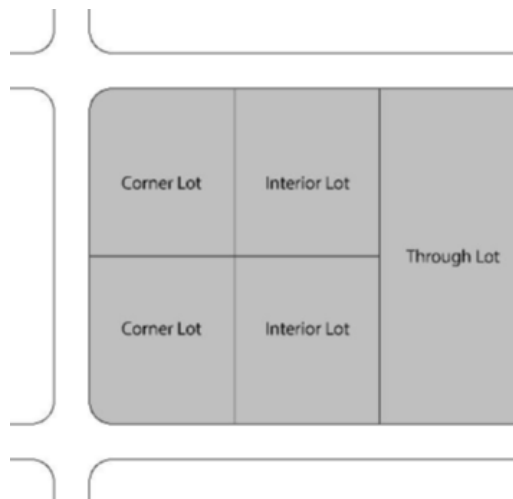
Kennel, commercial means any lot or premises on which two or more dogs, at least four months of age, are kept, boarded for compensation, or kept or bred for sale.

Laboratory, commercial means a place devoted to experimental study, such as testing and analyzing. Manufacturing, assembly or packaging of products is not to be permitted within this definition.

Living space ratio means the square footage of open space, less the space used for vehicular movement, that exists for each square foot of building floor area.

Loading space and *unloading space (off-street)* means a hard-surfaced area other than a street or a public way, the principal use of which is for the standing, loading and unloading of motor trucks, tractors and trailers, to avoid undue interference with the public use of streets and alleys. Such space shall not be less than ten feet in width, 45 feet in length, and 14 feet in height, exclusive of access aisles and maneuvering space.

Lodginghouse means a building with not more than five guestrooms where lodging is provided for compensation pursuant to previous arrangements, but not open to the public or transients.



Lot, corner means a parcel of land situated at the intersection of two or more streets or adjoining a curved street at the end of a block.

Lot depth means the horizontal distance between the front and rear lot lines measured in the mean direction of the side lot lines.

Lot frontage means that boundary of a lot along a public street; for a corner lot, the owner may elect either street line as the front lot line provided, however, that the yards parallel to a duplex party wall shall be side yards as defined in this section.

Lot, interior means a lot other than a corner lot.

Lot line, rear means the lot line most nearly parallel to the front line. Other lot lines are side lot lines.

Lot, nonconforming means any lot containing less than the required square footage, or other requirements as specified in this chapter.

Lot, through means a lot having frontage on two parallel or approximately parallel streets, and which is not a corner lot.

Lot width means the horizontal distance between the side lot lines measured at right angles to the lot depth at the setback line.

Lot, zoning means a plot of ground, made up of one or more parcels, which is or may be occupied by a building, including the open spaces required by this chapter.

Mobile home means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location, or subsequent location, at which it is intended to be a permanent home and designed to permit the occupancy thereof as a dwelling place for one or more persons.

Motor freight terminal means a building in which freight brought to such building by motor truck is assembled and sorted for routing in intrastate and interstate shipment by motor truck.

Motor truck repair shop means a premises where motor trucks, trailers, truck trailers and industrial and commercial vehicles, or their bodies, are overhauled, built, rebuilt or repaired.

Nameplate means a sign which is affixed to the side of a building and contains the name, occupation, hour of business, address and/or telephone number of the occupant.

Nonconforming use means any building, structure or land lawfully occupied by a use or lawfully established at the time of the passage of the ordinance from which this chapter is derived or amendments thereto, which does not conform after the passage of this chapter or amendments thereto with the use regulations of this chapter.

Nonconforming sign means any sign that does not conform to this chapter but was in conformance with provisions of whichever ordinance existed at the time it was erected.

Nursing home and *rest home* mean a private home for the care of children or the aged or infirmed, or a place of rest for those suffering bodily disorders, but not including facilities for the treatment of sickness or injuries or for surgical care.

Open space means total area in square feet of all uncovered open space of the land area within the site to be developed, plus one-half of covered open spaces such as park shelters and carports.

Open space ratio means the square footage of site "open space" provided for each foot of building floor area.

Parcel delivery station means a building in which commodities, sold at retail within the city area and packaged by the retailer, are assembled, sold and routed for delivery to retail customers located within the city area.

Parking area means an open, hard-surfaced area of land, other than a street of public way, the principal use of which is for the storage (parking) of passenger automobiles or commercial vehicles under three-ton capacity by the public, whether for compensation or not, or as an accommodation to clients or customers.

Parking area, private means an open, hard-surfaced area of land, other than a street or public way, designed, arranged and made available for the storage or private passenger automobiles only of occupants of the building or buildings for which the parking area is developed and is accessory.

Parking area, public means an open, hard-surfaced area, other than a street or public way, intended to be used for the storage of passenger automobiles and commercial vehicles under three-ton capacity, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

Parking space, automobile means space within a parking area or a building of not less than 180 square feet (nine feet by 20 feet minimum) exclusive of access drives or aisles, ramps, columns or office and work areas for the storage of one passenger automobile or commercial vehicle under three-ton capacity.

Pawnshop means any place of business that is regulated by the Illinois Pawnbroker Regulation Act which defines a pawnbroker as every individual or business entity which lends money on the deposit or pledge of physically delivered personal property, other than property the ownership of which is subject to a legal dispute, securities, printed evidence of indebtedness or printed evidence of ownership of the personal property, or who deals in the purchase of such property on the condition of selling the property back again at a stipulated price, shall be held and is hereby declared and defined to be a pawnbroker. The business of a pawnbroker does not include the lending of money on deposit or pledge of title to property. Any change in the definition in the Illinois Pawnbrokers Act will constitute a change in the definition of a pawnshop.

Pennant means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

Person means any natural person, partnership, trust, corporation or association. The term "person," as applied to partnerships or associations, means the partners or members thereof, and as applied to trusts or corporations, shall mean the trustees or officers thereof.

Philanthropic institution means a nonprofit charitable institution devoted to the housing, training and care of children, or of aged, indigent, handicapped or underprivileged persons, but not including the following:

- (1) Office buildings, except as accessory to and located on the same lot with an institutional activity, as listed above;

- (2) Hospitals, clinics or sanitariums;
- (3) Correctional institutions;
- (4) Institutions or homes for the insane or those of unsound mind;
- (5) Lodginghouse or dormitories providing temporary quarters for transient unemployed persons;
- (6) Organizations devoted to collecting and salvaging new or used materials; or
- (7) Organizations devoted principally to distributing food, clothing or supplies on a charitable basis.

Porch means a roofed-over structure projecting out from the wall or walls of a main structure and commonly open to the weather in part.

Principal building means the building on a lot in which is conducted the principal use as permitted on such lot by the regulations of the district in which it is located.

Public utility means any person, firm, corporation or municipal department, duly authorized to furnish under municipal regulation to the public, electricity, gas, steam, telephone, telegraph, transportation or water.

Publicly owned property means property in any district owned, leased, or otherwise controlled by a governmental entity.

Railroad hub facility means intermodal rail yards and facilities; marshalling yards; transload facilities; automotive loading, unloading and parking; railroad storage, switching or classification yards; locomotive, railroad car, crane, container and/or intermodal equipment repair, washing, fueling and cleaning facilities; off-street public and private parking (including trucks and truck trailers); offices and office buildings; indoor and/or outdoor storage, including without limitation trailer, material storage and container storage facilities; antennae and antennae towers, dishes and appurtenances thereto (including without limitation microwave, cell radio, TV or other transmission and reception); crew and employee change, housing and dining facilities; employee training facilities; gate stations, lighting standards and towers; cross dock facilities; warehouse; motel; restaurant; gas and oil station; truck and automotive repair facilities. In addition to the foregoing: (1) the outdoor conduct of any permitted use is expressly allowed; and (2) nothing contained in this chapter, including without limitation section 110-209, toxic substances, shall be deemed to prohibit or regulate the type of material contained in locomotives, trains, train cars, intermodal containers, trucks or any other type of containers or vehicles.

Railroad right-of-way means a strip of land with tracks and auxiliary facilities for truck operation, but not including depots, loading platforms, stations, train sheds, warehouses, car shops, car yards, locomotive shops or water towers.

Recreation space means total area in square feet which is countable as open space, but is not paved in streets, walks or driveways and is suitable for recreation pursuits. That part of a recreation area having a dimension of less than 20 feet shall not be included as countable recreation space. In addition, countable recreation space must be at least 20 feet away from any residential wall containing a window on the ground floor.

Recreation space ratio means the square footage of space for active recreation provided for each square foot of building area.

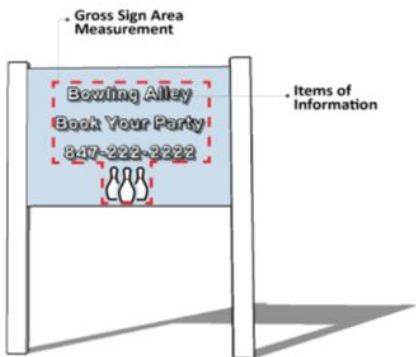
Seasonal banner means any sign of lightweight fabric or similar material that is temporarily mounted to a pole or a building by a permanent or temporary frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business are not banners within the meaning of this definition.

Satellite signal receiving antenna and satellite dish mean a device designed for the purpose of receiving and converting earth orbiting satellite communications signals. It may be a solid, open mesh or bar configured structure typically in the shape of a shallow dish or parabola. Said antennas of this type are hereinafter referred to as "satellite dishes."

Setback means a minimum horizontal distance between the street line (right-of-way) and the nearest point of a building or any projection thereto.

Sexually-oriented land use means adult arcades, adult bookstores, adult clubs, adult photographic or modeling studios, adult theaters, special cabarets, and any other proposed use that is substantially similar in nature to those set forth herein.

Sign means any display, device, notice, figure, painting, drawing, message, placard, poster, symbol, letter, word, numeral, emblem, trademark, banner, pennant or other thing which is designed, intended or used to advertise, inform or direct attention, which is visible to the general public from a street, highway, alley, sidewalk or other public way, whether such sign is placed out of doors or in windows.



Sign area means the total exposed surface devoted to the sign's message (i.e., a ten-foot by ten-foot freestanding sign with copy on both sides would have a total area of 200 square feet). The area shall be measured by the smallest area which encloses the entire message, including any air space between portions of the sign. The supporting structure which does not contain a message shall not be used in determining a sign's area. The area of a sign composed of characters or words attached directly to a building surface shall be the smallest rectangle which encloses the whole group.

Sign, banner means any sign of lightweight fabric or similar material that is permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institution or business are not banners within the meaning of this definition.

Sign, building means any sign attached to any part of a building as contrasted to a free standing sign.

Sign, canopy means a sign meant to be suspended beneath a canopy, or on the canopy material, over a public walkway.

Sign, community event/special group means a sign advertising an event of public interest (e.g., church fairs, concerts, community dinners).

Sign, electronic message means a sign that displays its message electronically, as opposed to physically.

Sign, existing means any permanently mounted, attached or painted sign in existence at the time of passage of this chapter, if said sign has been registered with the building division of the city.

Sign, feather means a flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and which is used for the primary purpose of advertising or attention-getting

Sign, flashing means any directly or indirectly illuminated sign (other than an electronic message sign as defined in this section), either stationary or animated, which exhibits changing natural or artificial light or color by any means whatsoever.

Sign, ground means any sign supported by uprights or braces placed in the ground and not attached to any building.

Sign, illegal means signs installed, erected, painted or altered without permit, whether or not it is conforming to locations allowed in this chapter.

Sign, illuminated means any sign which has characters, letters, figures, designs or outline illuminated by owner.

Sign, information means any sign directing and guiding automotive or pedestrian traffic or parking. Including signs identifying restrooms, public telephones, walkways and similar features or facilities.

Sign, interior means any sign located in the interior of any building, or within an enclosed mall or court, which are designed and located to be viewed exclusively by patrons of such use or uses.

Sign, memorial means tablets, names of buildings and the date of erection, cut into any masonry surface or constructed of metal and affixed flat against a structure.

Sign, moving or rotating means any sign or other advertising structure which physically moves in any manner whatsoever.

Sign, off-premises means a sign, the copy thereon not necessarily related to activities, goods or services conducted or available on the premises whereon the sign is located.

Sign, on-premises means a sign, the copy thereon relating to activities, goods or services, conducted or available on the premises whereon the sign is located.

Sign, portable means any sign, upon which the copy can be changed by movable or removable letters, numbers or symbols, not permanently affixed to a building or the ground and designed to be moved from place to place.

Sign, prohibited means any sign prohibited by this chapter.

Sign, projecting means any sign affixed to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Sign, public utility means signs indicating danger or which serve as an aid to public safety or which show the location of underground facilities.

Sign, real estate means signs which advertise the sale or rental of the real property upon which said sign is located.

Sign, roof means any sign erected, constructed, placed or maintained in whole or in part upon or over the roof of a building.

Sign, temporary means a sign which is not permanently affixed to the ground or a structure and which is designed to promote or advertise a particular event or purpose.

Sign, wall means any flat signs mounted, attached to or painted, in a professional manner, on the exterior wall of a building or structure. Wall signs shall not project more than 12 inches from the wall to which they are affixed.

Sign, window means any flat signs mounted, attached to or painted, in a professional manner, on the interior window surface of a building or structure. Window signs shall not project more than six inches from the window to which they are affixed. A window sign shall not cover more than 50 percent of the window area. The area of window signage shall be included in the total signage area allowed by this chapter.

Special cabaret means any bar, dance hall, restaurant, or other place of business which features dancers, go-go dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers, or waiters or waitresses that engage in specified sexual activities or display specified anatomical areas, or any such business

establishment the advertising, sign, or signs, for which use the words "adult," "topless," "nude," "bottomless," or other words of similar import.

Specified sexual activities means the following are specified sexual activities, regardless of whether the activity is actual or simulated:

- (1) Showing of human genitals in a state of sexual stimulation or arousal;
- (2) Acts of masturbation, sexual intercourse, sodomy, bestiality, necrophilia, sadomasochistic abuse, fellatio, cunnilingus, or excretory functions; or
- (3) Fondling or erotic touching of human genitals, pubic region, anus, buttocks, or female breasts.

Specified anatomical areas means the following are specified anatomical areas:

- (1) Less than completely and opaquely covered human genitals, pubic region, or cleavage of the nates of the buttock.
- (2) Human male genitalia in a discernible turgid state, even if completely and opaquely covered.
- (3) That portion of the human female breast directly or laterally below a point immediately above the top of the areola, which shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by dress, blouse, shirt, leotard, bathing suit, or other wearing apparel, provided that the areola is not so exposed.
- (4) Any covering, tape, plastic, latex spray, paint, or other device which simulates or otherwise gives the appearance of the display or exposure of any of the specified anatomical areas listed above.

Special use means a use of land, water or building which is allowable only after the issuance of a special permit by the city council under conditions specified in this chapter.

Stable, livery means any building, other than a private stable, designed, arranged, used or intended to be used for the storage of horses or horse-drawn vehicles or both.

Story.

- (1) "Story" means that portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof.
- (2) For purposes of building height measurement, the term "story" means the vertical distance from top to top of two successive tiers of beams or finished floor surfaces; and, for the topmost story, from the top of the floor finish to the top of the ceiling joists, or, where there is not a ceiling, to the top of the roof rafters.

Street means a public way other than an alley.

Street line means a line separating an abutting lot, piece or parcel of land from a street.

Structural alterations mean any change made to any load bearing member of a structure, including but not limited to drilling, notching, replacing, or repairing said load bearing member.

Structure means anything constructed or erected which requires location on the ground or is attached to something having location on the ground.

Terrace, open means a level and rather narrow plane, or platform, which, for the purposes of this chapter, is located adjacent to one or more faces of the main structures, and which is constructed not more than four feet in height above the average level of the adjoining ground.

Tourist court, motor lodge and motel mean a group of attached or detached buildings containing individual sleeping or living units designed for or used temporarily by automobile tourists or transients, with garage attached or parking space conveniently located to each unit, including auto courts, motels, motor lodges or other similar facilities.

Tourist home means a dwelling in which accommodations are provided or offered for transient guests.

Toxic substance means any gas, liquid, solid, semisolid substance or mixture of substances, which if discharged into the environment could, alone or in combination with other substances is likely to be present in the environment, cause or threaten to cause bodily injury, illness or death to members of the general public through ingestion, inhalation, or absorption through any bodily surface. In addition, substances which are corrosive, irritants, strong sensitizers, or radioactive substances (other than highly toxic radioactive substances) shall be considered toxic substances for the purposes of this regulation.

Transloading means the process of transferring a shipment from one mode of transportation to another, such as railcar to truck (and vice-versa). It is most commonly employed when one mode cannot be used for the entire trip, as for instance when goods must be shipped internationally from one inland point to another. An "intermodal" facility is a form of transloading, even though in this case the product typically does not change containers.

Truck parking area means any land used or intended to be used for the storage or parking of trucks, tractors, truck trailers and commercial vehicles, while not loading or unloading, and which exceed three tons in capacity.

Usable satellite signal means a satellite signal which, when converted and viewed on a conventional television set, is at least equal in picture quality to that received from local commercial television stations or by way of cable television.

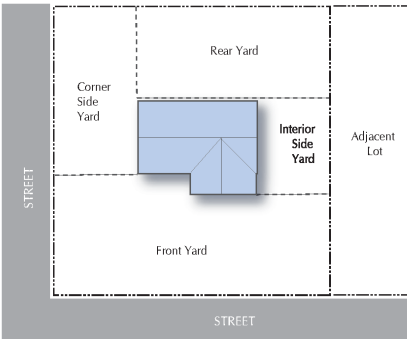
Use means the purpose for which land or a building thereon is designed, arranged or intended, or for which it is occupied or maintained, let or leased.

Used car lot means a zoning lot on which used cars or trucks are displayed for sale or trade.

Vision clearance triangle means an unoccupied triangular space at either:

- (1) The corner lot which is bounded by the street right-of-way lines; or
- (2) The intersection of the street line and either side of the line of a private driveway at an egress point facing the public right-of-way which consists of the street lines or street and driveway lines, as the case may be, and a setback line connecting points determined by measurements from intersection of the street and driveway lines.

Wall, for purposes of building height measurement, means the vertical distance of such wall to the top of the wall.



Yard means any open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except as otherwise provided in this chapter.

Yard, front means a yard extending the full width of the lot between the front lot line and the nearest part of the main building.

Yard, rear means a yard extending the full width of the lot, being the minimum horizontal distance between the rear lot line and the nearest part of the building.

Yard, side means a yard extending from the front yard to the rear yard, being the minimum horizontal distance between a building and the side lot line.

Zoning map means the maps incorporated into this chapter as a part hereof.

Zoning ordinance means this chapter.

(Ord. No. 21-5231 , § 2, 4-12-2021)

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AMENDING “ARTICLE V – DISTRICTS” AND “ARTICLE XIV –
DEFINITIONS” OF CHAPTER 110, ZONING, OF THE ROCHELLE MUNICIPAL
CODE**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

ORDINANCE NO: _____
Date Passed:

AN ORDINANCE AMENDING “ARTICLE V – DISTRICTS” AND “ARTICLE XIV – DEFINITIONS” OF CHAPTER 110, ZONING, OF THE ROCHELLE MUNICIPAL CODE

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

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

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

WHEREAS, the City’s Zoning Ordinance does not currently allow for data centers; and

WHEREAS, with the continued development and use of information technology there is a growing need for data centers; and

WHEREAS, data centers are beneficial to communities as they can attract other technological businesses and encourage local economic development; and

WHEREAS, amending “Article XIV – Definitions,” to include a definition of “data centers,” and “Article V – Districts,” to permit them in industrial districts, would allow for the development of local data centers in the community; and

WHEREAS, proposed amendments to “Article V – Districts,” are attached herein as Exhibit A; and

WHEREAS, proposed amendments to “Article XIV – Definitions,” are attached herein as Exhibit B; and

WHEREAS, pursuant to the public notice published in a newspaper of general circulation within the City as required by Sec. 110-32 of the Code of the City of Rochelle, the Planning and Zoning Commission held a public hearing on the proposed Zoning amendments on March 3, 2025; and

WHEREAS, after holding the public hearing and reviewing the proposed amendments, the Planning and Zoning Commission determined that the proposed amendments meet the standards as specified under Sec 110-309(e) of the Code of Rochelle and voted 7-0 to adopt the proposed amendments to Article V and Article XIV of Chapter 110; and

WHEREAS, the Mayor and the City Council find that it is in the best interest of the City and its residents to update and amend Articles V and XIV of the Zoning Ordinance to allow for “data centers,” within the City of Rochelle.

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 City Council hereby adopts the Planning and Zoning Commissions’ Findings of Fact as made on March 3, 2025. Furthermore, “Article V – Districts,” of Chapter 110, ZONING shall be amended by adding the red underlined language as reflected in the attached Exhibit A; and that “Article XIV – Definitions,” of Chapter 110, ZONING shall be amended by adding the red underlined language as reflected in the attached Exhibit B.

SECTION THREE: If any provision of this Ordinance 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 10th day of March 2025.

ATTEST:

City Clerk

Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“An Ordinance Amending ‘Article V – Districts’ and ‘Article XIV – Definitions’ of Chapter 110,
Zoning, of the Rochelle Municipal Code,” which was adopted by the Mayor and City Council of
the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

4. A Resolution Waiving Competitive Bidding Requirements and Authorizing the Trade-In of One 2015 Elgin Pelican Street Sweeper and the Purchase of One New Schwarze A9 Monsoon Street Sweeper from RNOW Municipal Equipment.

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Resolution Waiving Local Competitive Bidding Requirements and Authorizing the Trade-In of One 2015 Elgin Pelican Street Sweeper and Authorizing the Purchase of One New Schwarze A9 Monsoon Street Sweeper from RNOW Municipal Equipment.

Staff Contact: Tim Isley

Summary: Street sweeping is a vital maintenance practice aimed at achieving multiple objectives that benefit our community. Street sweeping significantly enhances the overall cleanliness and appearance of our neighborhoods and commercial areas creating a positive impression on residents and visitors. Street sweeping removes litter and debris, such as broken glass and nails from our roadways eliminating these potential hazards and increasing safety for pedestrians, cyclists, and motorists.

Street sweeping plays an important role in our environment as well as it reduces air and stormwater pollution. Street sweeping improves air quality by reducing dust and particulate matter that accumulates on the road and is sent airborne from passing vehicles. Maintaining clean streets also reduces the number of pollutants that can easily migrate off our roads and into our stormwater drains and sewers, which lead directly to our ponds and rivers.

Over the last two years, Public Works staff have demonstrated several types, makes, and models of street sweepers. There are three main types of street sweepers, mechanical, vacuum, and regenerative air. After inspecting, testing, and operating these different street sweepers it became clear the Schwarze A9 Monsoon regenerative air street sweeper would be the most beneficial to our community.

Upgrading to a regenerative air street sweeper will provide significant benefits to our community. Unlike our current mechanical street sweeper that relies on brooms to remove debris, regenerative air sweepers use a high-velocity air system to lift and remove fine dust, debris, and pollutants. This technology ensures a more thorough cleaning, reducing the number of harmful particulates left behind.

Additionally, the Schwarze A9 Monsoon is a multipurpose regenerative air street sweeper and is capable of hydro excavating and vacuuming stormwater inlets and manholes, which are two essential job functions that our current mechanical street sweeper is unable to perform.

The 2025 Solid Waste budget includes funds to replace our current 2015 Elgin Pelican street sweeper. This mechanical sweeper has over 6,500 hours and is requiring more costly repairs to stay operational. Replacing this machine with a new regenerative air street sweeper will increase our street sweeping efficiency with faster travel speeds, much larger debris compartment, reduced downtime and maintenance costs, and improved cleaning abilities that will reduce re-sweeps and negative environmental impacts.

Funding Sources:

Source:	Budgeted Amount:	Sourcewell Member Price offered:	Trade-in offer Elgin Pelican:	Proposed Expenditure:
53-00-83000	\$375,000.00	\$367,718.00	\$45,000.00	\$322,718.00

Strategic Plan Goal Application: Short term routine – replacing infrastructure/assets

Recommendation: Consider approving a resolution waiving local competitive bidding requirements and authorizing the trade-in of one 2015 Elgin Pelican street sweeper, coinciding with the purchase of one new Schwarze A9 Monsoon street sweeper from RNOW Municipal Equipment, for a total purchase price of \$322,718.00 as quoted through Sourcewell Contract No. 093021-SWZ, meeting all State of Illinois competitive bidding requirements.

Supporting Documents:



01/28/2025

A9TE SWEEPER UNIT - SOURCEWELL CONTRACT NO 093021-SWZ

Customer: CITY OF ROCHELLE

Location: ILLINOIS

Description	Amount
Schwarze Model A9 Monsoon TIER IV Street Sweeper 134 HP John Deere Auxiliary engine unit with <u>all standard equipment</u>	
Freightliner M2 Plus, 184" WB, Non Carb, Left hand steering *Special Order Chassis	
Body mounting on chassis	
Standard sweeping head with rubber blast orifice	
Sweep head deluge	
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).	
Dual gutter broom hydraulic tilt	
Dual GEO gutter broom	
Standby, Full with throttle ramp	
Variable speed gutter brooms	
Hopper with Remote DD Screens	
Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~	
Hopper sound suppression	
Hopper dump assist shaker	
Hand hose 8" power boom HD with extend	
Four hand hose extension, 4ft long, rear mount	
Hopper deluge conical spray	

Description	Section VII, Item 4.
Hopper up alarm and indicator	
Hopper auxiliary engine screen cover	
Water tank capacity shall not be less than 600 gallons and be constructed of polyethylene for strength and corrosion resistance	
Water tank sight gauge side of tank	
Water tank low level alarm & indicator	
Spray bar, front	
Hopper spray bar with 4 additional nozzles	
High pressure wash down with 50ft hose reel	
Strobe light LED rear mounted with guard	
Grill mounted strobes 4, conventional cab	
10 point grease manifold	
Auxiliary engine air filter restriction indicator in cab	
Low hydraulic level indicator in cab	
Paint Standard	
Decal Kit	
12" parabolic mirrors	
Chassis air filter restriction indicator in cab	
Brigade camera three camera system with larger monitor	
Camera 2 mounted facing front of pick up head	
Camera 3 mounted curbside front fender facing gutter broom / curblin	
Operator training - 8 hours at customer location	
Mechanics training - 2 day training session for one mechanic at Schwarze Industries in Huntsville, AL. Includes airfare, hotel, and per diem	
Ripsaw 8.0 Green HD nozzle	
Extension, 30" x .50" with couplers	

Description	Amount
Extension, 60" x .50" with couplers	
Vertical / Straight Hydro-Gun handle	
One Year or 1200 Hour Warranty	
Local dealer pre delivery inspection	
Delivery	
Illinois title fees	
PRICE OFFERED TO SOURCEWELL MEMBER	\$415,178.10
Additional discount offered by local dealer	(\$47,460.10)
PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT	\$367,718.00
Trade in Elgin Pelican	(\$45,000.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT and TRADE IN	\$322,718.00

Sourcewell Contract NO 093021-SWZ

Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811

PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc.

Contact: M.J. DuBois Email: sourcewell@schwarze.com Phone:410-924-1004



A9 Monsoon™

Multi-Purpose Regenerative Air Sweeper

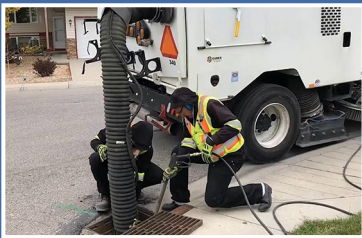


*Sweepers shown with optional equipment

NON-STRUCTURAL BEST MANAGEMENT PRACTICES:



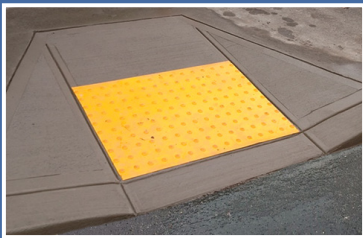
VACUUM AND BRUSH
REMOVAL OF DEBRIS



CATCH BASIN CLEANING
OF DEBRIS AND POLLUTANTS



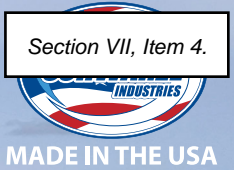
POWERFUL MAGNET TO
COLLECT FERROUS MATERIAL



HIGH PRESSURE WASHDOWN
TO CLEAN ADA RAMP

Your Schwarze Dealer.

Street sweeping is a best management practice (BMP) that can serve the entire community. With catch basin cleaner equipped you can go to work immediately after purchase as opposed to structural BMPs like storm ponds that only serve a dedicated area and require engineering and construction. This makes sweeping the most cost effective BMP per impervious acre treated [King, Hagen, 2011]

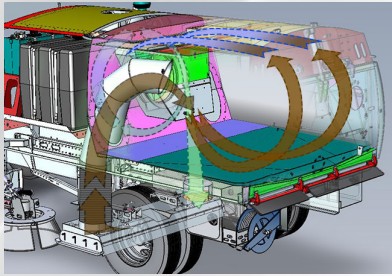


A9 Monsoon™

9.6 Cubic Yard Multi-Purpose Regenerative Air Sweeper

Effective January of 2017, the EPA Final MS4 General Permit Remand Rule requires “clear, specific, and measurable permitting” conditions for measuring BMP implementation. In addition, MS4s that discharge to impaired waters must develop a total maximum discharge limit (TMDL) strategy and plan to reduce sediment, phosphorous, and nitrogen discharged into protected watersheds. The new ruling also requires greater public participation in the NPDES permitting process.

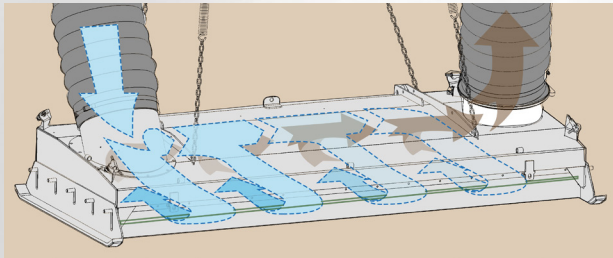
Schwarze regenerative air technology makes use of both positive pressure and vacuum airflow, this maintains the compressed air in a sealed loop and is not returned to the atmosphere like traditional vacuum sweepers.



Regenerative Air Technology

Regenerative air sweepers generally only need 100KW to do the same amount of work as pure vacuum sweepers with 200KW.

The blast and recovery cycle continues indefinitely with no air leakage.



Pressurized air is forced across an “air knife” approximately 2.5 meters wide across the sweeping head. This scrapes the roadway surface with a sheet of pressurized air, lifting dirt and debris off the pavement.

Schwarze and its global dealer network understands your challenges and helps stormwater managers meet these conditions while being good stewards of taxpayer dollars.



We make sure the correct features are included to optimize municipal sweeping programs such as:

- Reducing trips to the landfill so you can continue working and keep earning credits.
- Catch basin suction hoses with high pressure water.
- Telematics for integration with your GIS system to document work for compliance and show citizens that their streets and catch basins have been cleaned.

A9 Monsoon™ Multi-Purpose Regenerative Air Sweeper



Up to 144" Sweep Width

90" Pickup Head



Large Saw-Tooth Increased Hopper Screen Design



Powerful Height Adjustable, Cab Controlled Self-Dumping Front Magnet

High Pressure Water Spraygun



CAN-Bus Control Panel with Backlit Switches, Text and Icons



44" Recessed Gutter Brooms with Shielded Broom Motor



Heavy Duty Catch Basin Vacuum Hose with Hand Controls

Backup Camera

Bolt-On Tubes

Sweepers are also a great traveling billboard. We work with your program to design wraps that promote "clean streets, clean stream" initiatives, or our popular "only rain in the storm drain" promotion.



Sweeper shown with optional equipment.

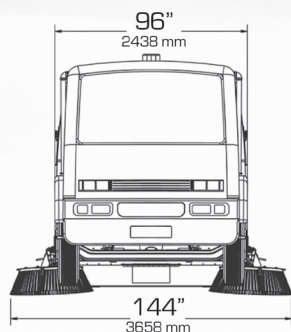
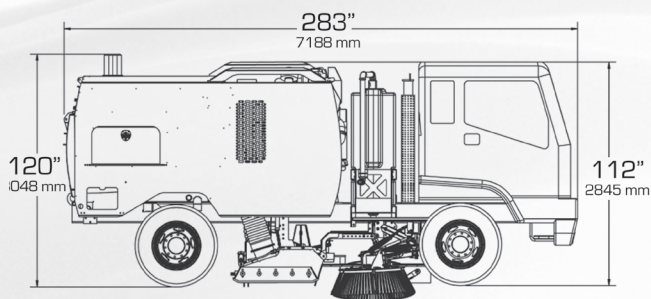


Additional Available Regenerative Air Sweepers:



*Ask us about our optional:





*TYPICAL MEASUREMENTS SHOWN, EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

SWEEPING PATH

Pickup head only	90 in (2286 mm)
Head and 1 broom	117 in (2972 mm)
Head and 2 brooms	144 in (3658 mm)

CHASSIS

Mounts on various chassis to meet requirements

SWEEPER BODY

Construction	Welded 10-gauge stainless steel plate
Safety props	Lift spacers

STANDARD ENGINE

Model/type	4045T in-line 4 cylinder
Aspiration	Tier 4 Final turbo-charged diesel
Manufacturer	John Deere
Displacement	275 cu. in. (4.5 L)
Brake horsepower	134 hp (100 kw) @ 2400 rpm
Torque	398 ft lb (540 Nm) @ 1600 rpm
Air cleaner	Centrifugal precleaner; dry type with safety element and restriction indicator
Oil filter	Full-flow/spin-on
Stroke	5 in (127 mm)
Bore	4.20 in (106 mm)
Compression ratio	19 to 1
Safety shutdown	Three-point automatic
Throttle control	Electronic

SWEEPER ELECTRICAL SYSTEM

Voltage	12 V
Engine alternator	90 amp

DUST CONTROL SYSTEM

Type	Run dry diaphragm
Capacity	250 gallon (946 L)
Tank construction	Polyethylene filter; 50 mesh; cleanable
Fill diameter	2.5 in (63.5 mm)
Fill hose	25 ft (7620 mm)
Controls	Electric; in-cab
Nozzles	2 on each broom; 5 around suction head; 2 inside suction nozzle; 2 on front axle; 4 inside hopper
Water level gauge	In-cab

INSTRUMENTATION

Auxiliary engine	Flat panel display; tachometer; hourmeter; voltmeter; temperature gauge; oil pressure gauge; warning icons
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FAN SYSTEM

Type	Closed-face radial
Drive	Direct via 5 groove; banded power belt
Construction	Hardox steel
Balance	1.5 grams on 2 sides
Diameter	32.75 in (832 mm)
Housing lining	Bolt-in corded rubber
Mounting	2 regreaseable sealed bearings
Vacuum enhancer	For heavy/light material; in-cab indicator

PICKUP HEAD

Type	Dual chambered full-width blast orifice
Operating direction	Forward and reverse
Suspension	Adjustable spring balanced
Length	90 in (2286 mm)
Pressure hose diam	14 in (355.6 mm)
Suction hose diam	14 in (355.6 mm)
Hose construction	3/8" (9.5 mm) wire-reinforced molded rubber
Head area	3240 sq in (20903 sq cm)
Controls	Hydraulic raise and lower
Skids	Double wide tungsten carbide
Construction	Abrasion-resistant steel inlet and outlet transitions.

SIDE BROOMS

Type	Vertical steel digger
Location	Right; left; forward of pickup head
Diameter	44 in (1118 mm)
Drive	Hydraulic
Suspension	Torque-sensing spring
Wear adjustment	Automatic
Pressure	Manual
Speed	Variable; non-reversing
Segments	5 each side; disposable
Tilt angle adjustment	In-cab controls

DEBRIS HOPPER

Volumetric capacity	9.6 cu yd (7.3 cu m)
Usable Capacity	8.0 cu yd (6.1 cu m)
Dump angle	53 degrees
Floor angle	3 degrees
Lifting	Twin hydraulic cylinders
Hopper dump door	hydraulic open, close, lock
Inspection doors	1 on each side, pressure vessel lock
Hopper dump height	33 in (838 mm)
Screens	Sawtooth drop down

HYDRAULIC SYSTEM

Type	Dual output 2 section
Pump capacity	8 gpm @ 1800 rpm (30 lpm) per section for 16 gpm total
Drive	Direct gear
Maximum pressure	2750 psi (190 bar)
Reservoir	25 gal (94 L)
Filter	10 micron; spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic

AUXILIARY HYDRAULIC SYSTEM

Type	Gear type; driven by electric motor
Function	Lower hopper; open/close hopper door; raise brooms and pickup head

PAINT

One coat of sealer/primer and two coats of in standard white color.	
Paint	White; Sherwin Williams Genesis G2 #100268977

OPTIONAL SWEEPER EQUIPMENT

Special Paint
Front Mounted Magnet Bar
Amber Beacon
Strobe Light Kit
Arrowboard Kit
Additional Flood Lights
Hopper Hand Hose
Remote Drop Down Screens
Hopper Dump Assist Shaker
12-volt Auxiliary Hydraulic System
Dual Steeling and Controls
Extra Water
High Pressure Front Spraybar
High Pressure Wash Dow
Side Air Blast Head
Hopper Deluge
Head Drain
Dual Outside Hopper Controls
Lifetime Hopper Warranty
Short Wheelbase Chassis

Note: Design and specifications subject to change without notice.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE TRADE-IN OF ONE 2015 ELGIN PELICAN STREET SWEEPER
AND THE PURCHASE OF ONE NEW SCHWARZE A9 MONSOON STREET
SWEEPER FROM RNOW MUNICIPAL EQUIPMENT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

**TOM
MCDERMOTT BIL
HAYES
KATE SHAW-
DICKY DAN
McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO**

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE TRADE-IN OF ONE 2015 ELGIN PELICAN STREET SWEEPER
AND THE PURCHASE OF ONE NEW SCHWARZE A9 MONSOON STREET
SWEEPER FROM RNOW MUNICIPAL EQUIPMENT**

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, Public Works has been planning for the replacement of its current 2015 Elgin Pelican street sweeper and has included funds in the 2025 Solid Waste budget to replace it; and

WHEREAS, over the last two years, Public Works staff has researched several types, makes, and models of street sweepers. After inspecting, testing, and operating the different street sweepers Public Works has determined that the Schwarze A9 Monsoon regenerative air street sweeper would be the most beneficial to the community; and

WHEREAS, Public Works obtained a quote through the City’s Sourcewell Competitive Purchasing Contract No. 093021-SWZ for a discounted price of \$367,718.00 (attached herein as Exhibit A); and

WHEREAS, RNOW Public Municipal Equipment will also provide a \$45,000 credit for the trade-in of the City’s 2015 Elgin Pelican street sweeper; and

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

WHEREAS, the City’s Sourcewell Competitive Purchasing Contract No. 093021-SWZ ensures that the City is obtaining a competitive rate for the purchase of the Schwarze A9 Monsoon regenerative air street sweeper; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive competitive bidding and authorize the trade-in of the City’s 2015 Elgin Pelican street sweeper and the purchase of a Schwarze A9 Monsoon regenerative air street sweeper.

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive competitive bidding requirements and approve the trade-in of the City’s 2015 Elgin Pelican street sweeper and the purchase of one Schwarze A9 Monsoon regenerative air street sweeper for a total cost of \$322,718.00 as set forth in the quote attached hereto as Exhibit A. The City Manager is hereby authorized to execute said purchase orders, subject to review and revision as to form by the City Attorney.

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

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

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

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

APPROVED THIS 10th day of March 2025

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



01/28/2025

A9TE SWEEPER UNIT - SOURCEWELL CONTRACT NO 093021-SWZ

Customer:	CITY OF ROCHELLE	Location:	ILLINOIS
Description		Amount	
Schwarze Model A9 Monsoon TIER IV Street Sweeper 134 HP John Deere Auxiliary engine unit with <u>all standard equipment</u>			
Freightliner M2 Plus, 184" WB, Non Carb, Left hand steering *Special Order Chassis			
Body mounting on chassis			
Standard sweeping head with rubber blast orifice			
Sweep head deluge			
Dual gutter brooms shall be 44" minimum diameter each and provide a minimum of 144" sweeping path (including suction head).			
Dual gutter broom hydraulic tilt			
Dual GEO gutter broom			
Standby, Full with throttle ramp			
Variable speed gutter brooms			
Hopper with Remote DD Screens			
Hopper, High Strength Stainless Steel ~LIFETIME WARRANTY~			
Hopper sound suppression			
Hopper dump assist shaker			
Hand hose 8" power boom HD with extend			
Four hand hose extension, 4ft long, rear mount			
Hopper deluge conical spray			

Description	Amount
Hopper up alarm and indicator	
Hopper auxiliary engine screen cover	
Water tank capacity shall not be less than 600 gallons and be constructed of polyethylene for strength and corrosion resistance	
Water tank sight gauge side of tank	
Water tank low level alarm & indicator	
Spray bar, front	
Hopper spray bar with 4 additional nozzles	
High pressure wash down with 50ft hose reel	
Strobe light LED rear mounted with guard	
Grill mounted strobes 4, conventional cab	
10 point grease manifold	
Auxiliary engine air filter restriction indicator in cab	
Low hydraulic level indicator in cab	
Paint Standard	
Decal Kit	
12" parabolic mirrors	
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Camera 3 mounted curbside front fender facing gutter broom / curblane	
Operator training - 8 hours at customer location	
Mechanics training - 2 day training session for one mechanic at Schwarze Industries in Huntsville, AL. Includes airfare, hotel, and per diem	
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Extension, 30" x .50" with couplers	

Description	Amount
Extension, 60" x .50" with couplers	
Vertical / Straight Hydro-Gun handle	
One Year or 1200 Hour Warranty	
Local dealer pre delivery inspection	
Delivery	
Illinois title fees	
PRICE OFFERED TO SOURCEWELL MEMBER	\$415,178.10
Additional discount offered by local dealer	(\$47,460.10)
PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT	\$367,718.00
Trade in Elgin Pelican	(\$45,000.00)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER with ADDITIONAL DISCOUNT and TRADE IN	\$322,718.00

Sourcewell Contract NO 093021-SWZ
Vendor/Contract Holder Schwarze Industries Inc. 1055 Jordan Road, Huntsville, AL 35811
PURCHASE ORDER TO BE MADE TO: Schwarze Industries, Inc.
Contact: M.J. DuBois Email: sourcewell@schwarze.com Phone:410-924-1004

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No._____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE TRADE-IN OF ONE 2015 ELGIN PELICAN STREET SWEEPER AND THE PURCHASE OF ONE NEW SCHWARZE A9 MONSOON STREET SWEEPER FROM RNOW MUNICIPAL EQUIPMENT” which was adopted by the Mayor and City Council of the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

5. An Ordinance Accepting the Bid and Awarding the Contract to National Power Rodding Corporation for the Northwest Area Sanitary Sewer Lining Project

ROCHELLE CITY COUNCIL
REGULAR MEETING 3/10/25
AGENDA ITEM NO. ?

SUBJECT: Approve a resolution to accept bid for Northeast Sewer Lining Project for grant work and non-grant work

Staff Contact: Adam Lanning

Summary: On January 15, 2025, a bid opening for the Northeast Area Sanitary Sewer Lining Project was held and a total of 4 proposals were received. The low bidder was National Power Rodding Corp., with a low bid of \$893,829.00 and was 24.0% under the engineers cost estimate. The City is requesting that National Power Rodding Corporation line an additional 2128 feet at the unit prices which they bid for the grant. A breakdown of the costs are as follows:
Grant Amount - \$ 718,102.22
Base Bid Amount – \$ 893,829.00
Additional Lining of approximately 2128 ft. – \$224,704.00
Allowance – \$49,285.27
Proposed expenditure - \$1,118,533.00
Total cost to the City – \$400,430.78

While we did receive a \$1,000,000 grant, the grant requires the city to match a portion of the grant. The grant requirements limited what could be included in the bid. To ensure we only have one contractor completing the project, we bid this job to line the 14,665 feet that met grant requirements. We asked the contractor to provide us with a bid for the grant project and include the extra 2128 feet. This allows us to complete the project with one contractor and ensure we had the lowest bidder.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Capital fund	\$638,000.00	\$400,430.78
DCEO Grant	\$718,102.22	\$718,102.22
Total	\$1,356,102.22	\$1,118,533

Strategic Plan Goal Application: Develop and implement a plan to replace/repair infrastructure to work in concert with the CIP

Recommendation: Approve a resolution authorizing the execution of an agreement with National Power Rodding Corp in the amount of \$1,118,533.00.

Supporting Documents:

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



January 20, 2025

Mr. Adam Lanning, Water/WRP Superintendent
Rochelle Municipal Utilities
P.O. Box 456
Rochelle, Illinois 61068

Re: Southeast Area Sanitary Sewer Lining
Bid Summary and Award
Grant No. 19-242040
WHA No. 1607D22

Dear Adam:

Proposals for the Northeast Area Sanitary Sewer Lining project were received and opened on January 15, 2025 at 11:00 A.M. at the Rochelle City Council chambers. A total of four (4) proposals were received.

There were four (4) Addenda issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

Bidding Irregularities

The Insituform Technologies USA, LLC bid packet included the Certification of Bidder Regarding Section 3 and Segregated Facilities form but did not complete it. The Statement of Bidders Qualifications form was also not included in the bid packet.

Summary of Bids

The low bid of \$893,829.00 was \$282,486.00 and 24.0% under our Engineer's Estimate based on the completed construction drawings of \$1,176,315.00, and it was \$30,318.20 below the 2nd bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Bid Tabulation

CONTRACTOR	BID	\$ Over/Under Estimate	% Over/Under Estimate
National Power Rodding Corp. Chicago, IL	\$ 893,829.00	\$ 282,486.00 ↓	24.0% ↓
Hoerr Construction Inc. Goodfield, IL	\$ 924,147.20	\$ 252,167.80 ↓	21.4% ↓
Insituform Technologies USA, LLC Chesterfield, MO	\$ 964,527.25	\$ 211,787.75 ↓	18.0% ↓
Visu-Sewer of Illinois, LLC Bridgeview, IL	\$ 1,051,507.20	\$ 124,807.80 ↓	10.6% ↓

Project Award

National Power Rodding Corp. was the low bidder, and their bid was 24.0% below our Engineer's cost estimate and \$30,318.20 below the 2nd bidder. The City may award the contract to National Power Rodding Corp. 2500 West Arthington Street, Chicago, IL 60612 for their low, responsive, responsible bid of \$893,829.00.

Enclosed are three (3) copies of the Notice of Award for National Power Rodding Corp. The City Manager will need to sign the Notice of Award after the City awards the project. Please return all executed copies of the Notice of Award to Willett, Hofmann & Associates, Inc.

Project Cost Summary

The City received a DCEO Public Infrastructure Grant for the sanitary sewer lining project. The post-bidding project cost summary and DCEO Grant financing are summarized in the table below:

Project Cost Summary

	Post-Bidding Project Cost
Construction	\$ 893,829.00
Contingency (3%)	\$ 26,814.87
Engineering Design	\$ 78,000.00
Engineering Construction	\$ 72,000.00
Grant Administration	\$ 30,000.00
Total Project Cost	\$ 1,100,643.87
Project Financing	
DCEO Grant Amount	\$ 718,102.22
Cost to City of Rochelle	\$ 382,541.65

Mr. Adam Lanning
Rochelle Municipal Utilities
January 20, 2025
Page 3

Section VII, Item 5.

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY _____
Mike Long, P.E.

ML:kw
Encl.
cc: File

CITY OF ROCHELLE, ILLINOIS
SEWER SYSTEM IMPROVEMENTS
GRANT NO. 19-242040
SE AREA SANITARY SEWER LINING
WHA No. 1607D22

TABULATION OF BIDS

BID OPENING: Jan. 15, 2025
11:00 A.M.
City Hall

CONTRACTOR						Engineer's Estimate		National Power Rodding Chicago, IL		Hoerr Construction, Inc. Goodfield, IL		Visu-Sewer of Illinois, LLC Bridgeview, IL		Insituform Technologies USA, LLC Chesterfield, MO			
ADDENDA NOS.						1		✓		✓		✓		✓			
SIGNATURE PAGE						Page 18		✓		✓		✓		✓			
BID BOND						Page 19		✓		✓		✓		✓			
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY						Page 35		✓		✓		✓		✓			
INTENT TO COMPLY WITH SECTION 3						Page 37		✓		✓		✓		✓			
CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES						Page 39		✓		✓		✓		*			
NON -COLLUSION AFFIDAVIT OF PRIME BIDDER						Page 47		✓		✓		✓		✓			
STATEMENT OF BIDDER'S QUALIFICATIONS						Page 12		✓		✓		✓		**			
ITEM						QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	Cured-in-place Lining, 15" Dia.					1455	L.F.	\$ 75.00	\$ 109,125.00	\$ 80.00	\$ 116,400.00	\$ 69.00	\$ 100,395.00	\$ 75.00	\$ 109,125.00	\$ 54.81	\$ 79,748.55
2	Cured-in-place Lining, 10" Dia.					659	L.F.	\$ 50.00	\$ 32,950.00	\$ 37.00	\$ 24,383.00	\$ 48.00	\$ 31,632.00	\$ 43.50	\$ 28,666.50	\$ 40.09	\$ 26,419.31
3	Cured-in-place Lining, 8" Dia.					12551	L.F.	\$ 40.00	\$ 502,040.00	\$ 31.00	\$ 389,081.00	\$ 32.20	\$ 404,142.20	\$ 38.25	\$ 480,075.75	\$ 35.90	\$ 450,580.90
4	Lateral Service Reinstatement					272	Each	\$ 200.00	\$ 54,400.00	\$ 125.00	\$ 34,000.00	\$ 100.00	\$ 27,200.00	\$ 175.00	\$ 47,600.00	\$ 65.00	\$ 17,680.00
5	Lateral Service Grouting					272	Each	\$ 825.00	\$ 224,400.00	\$ 400.00	\$ 108,800.00	\$ 760.00	\$ 206,720.00	\$ 365.00	\$ 99,280.00	\$ 1,076.00	\$ 292,672.00
6	Sanitary Manhole Lining					94	V.F.	\$ 850.00	\$ 79,900.00	\$ 850.00	\$ 79,900.00	\$ 672.00	\$ 63,168.00	\$ 1,175.00	\$ 110,450.00	\$ 670.76	\$ 63,051.44
7	Manhole Adjustment Rings and Casting Replacement					27	Each	\$ 4,500.00	\$ 121,500.00	\$ 4,025.00	\$ 108,675.00	\$ 3,070.00	\$ 82,890.00	\$ 3,015.00	\$ 81,405.00	\$ 4,010.00	\$ 108,270.00
8	Fillet Replacement					1	Each	\$ 4,500.00	\$ 4,500.00	\$ 2,090.00	\$ 2,090.00	\$ 4,880.00	\$ 4,880.00	\$ 4,800.00	\$ 4,800.00	\$ 2,090.00	\$ 2,090.00
9	Manhole Step Removal					1	Each	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 620.00	\$ 620.00	\$ 625.00	\$ 625.00	\$ 495.00	\$ 495.00
10	Traffic Control					1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,500.00	\$ 10,500.00
TOTAL BID PROPOSAL									\$ 1,176,315.00		\$ 893,829.00		\$ 924,147.20		\$ 964,527.25		\$ 1,051,507.20

* The Certification of Bidder Regarding Section 3 and Segregated Facilities form was included, but not completed in the Insituform Technologies USA, LLC bid packet.

** The Statement of Bidders Qualifications form was not included in the Insituform Technologies USA, LLC bid packet.

NOTICE OF AWARD

To: National Power Rodding Corp.
2500 West Arthington Street
Chicago, IL 60612

Project Description: Southeast Area Sanitary Sewer Lining

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Invitation for Bids dated January 15, 2025

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$ 893,829.00 or at the Proposal Unit Prices.

You are required by the Invitation for Bids to execute the CONTRACT and furnish the required CONTRACTOR'S PERFORMANCE AND PAYMENT Bonds and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bonds within fifteen (15) calendar days from this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____th day of _____, 202 ____.

City of Rochelle, Illinois
OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 20 ____

By _____

Title _____

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE ACCEPTING THE BID AND AWARDING THE CONTRACT TO
NATIONAL POWER RODDING CORPORATION FOR THE NORTHEAST AREA
SANITARY SEWER LINING PROJECT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. ____

**AN ORDINANCE ACCEPTING THE BID AND AWARDING THE CONTRACT TO
NATIONAL POWER RODDING CORPORATION FOR THE NORTHEAST AREA
SANITARY SEWER LINING PROJECT**

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

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

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

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

WHEREAS, as part of RMU’s Southeast Area Sanitary Sewer Lining Project, RMU published an invitation for bids in Rockford Register Star on December 15, 2024; and

WHEREAS, the City opened bids for the project on January 15, 2025, at 11:00 a.m.; and

WHEREAS, the City received four (4) proposals, a summary of the bids is attached as Exhibit A; and

WHEREAS, the lowest bid was from National Power Rodding Corporation, and was in the amount of \$893,829; and

WHEREAS, the lowest bid is under the Engineer’s Cost Estimate of \$1,176,315.00 and the proposal meets the City’s specifications for the project; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City to accept the bid and award the contract to National Power Rodding Corporation for the Southeast Area Sanitary Sewer Lining Project.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF

ROCHELLE, ILLINOIS:

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

SECTION TWO: The Mayor and City Council hereby accept and approve the proposal from National Power Rodding Corporation for the Southeast Area Sanitary Sewer Lining project in the amount of \$893,829 and authorize the City Manager or his designee to execute the Notice of Award (a copy of which is attached as Exhibit B) as well as any other documents necessary to carry out the intent of this Resolution, subject to review and revision by the City attorney.

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

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

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

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

APPROVED THIS 10th day of March 2025.

ATTEST:

MAYOR

CITY CLERK

EXHIBIT A (Summary of Bids)



January 20, 2025

Mr. Adam Lanning, Water/WRP Superintendent
Rochelle Municipal Utilities
P.O. Box 456
Rochelle, Illinois 61068

Re: Southeast Area Sanitary Sewer Lining
Bid Summary and Award
Grant No. 19-242040
WHA No. 1607D22

Dear Adam:

Proposals for the Northeast Area Sanitary Sewer Lining project were received and opened on January 15, 2025 at 11:00 A.M. at the Rochelle City Council chambers. A total of four (4) proposals were received.

There were four (4) Addenda issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

Bidding Irregularities

The Insituform Technologies USA, LLC bid packet included the Certification of Bidder Regarding Section 3 and Segregated Facilities form but did not complete it. The Statement of Bidders Qualifications form was also not included in the bid packet.

Summary of Bids

The low bid of \$893,829.00 was \$282,486.00 and 24.0% under our Engineer's Estimate based on the completed construction drawings of \$1,176,315.00, and it was \$30,318.20 below the 2nd bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Mr. Adam Lanning
Rochelle Municipal Utilities
January 20, 2025
Page 2

Bid Tabulation

CONTRACTOR	BID	\$ Over/Under Estimate	% Over/Under Estimate
National Power Rodding Corp. Chicago, IL	\$ 893,829.00	\$ 282,486.00 ↓	24.0% ↓
Hoerr Construction Inc. Goodfield, IL	\$ 924,147.20	\$ 252,167.80 ↓	21.4% ↓
Insituform Technologies USA, LLC Chesterfield, MO	\$ 964,527.25	\$ 211,787.75 ↓	18.0% ↓
Visu-Sewer of Illinois, LLC Bridgeview, IL	\$ 1,051,507.20	\$ 124,807.80 ↓	10.6% ↓

Project Award

National Power Rodding Corp. was the low bidder, and their bid was 24.0% below our Engineer’s cost estimate and \$30,318.20 below the 2nd bidder. The City may award the contract to National Power Rodding Corp. 2500 West Arthington Street, Chicago, IL 60612 for their low, responsive, responsible bid of \$893,829.00.

Enclosed are three (3) copies of the Notice of Award for National Power Rodding Corp. The City Manager will need to sign the Notice of Award after the City awards the project. Please return all executed copies of the Notice of Award to Willett, Hofmann & Associates, Inc.

Project Cost Summary

The City received a DCEO Public Infrastructure Grant for the sanitary sewer lining project. The post-bidding project cost summary and DCEO Grant financing are summarized in the table below:

Project Cost Summary

	Post-Bidding Project Cost
Construction	\$ 893,829.00
Contingency (3%)	\$ 26,814.87
Engineering Design	\$ 78,000.00
Engineering Construction	\$ 72,000.00
Grant Administration	\$ 30,000.00
Total Project Cost	\$ 1,100,643.87
Project Financing	
DCEO Grant Amount	\$ 718,102.22
Cost to City of Rochelle	\$ 382,541.65

Mr. Adam Lanning
Rochelle Municipal Utilities
January 20, 2025
Page 3

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 
Mike Long, P.E.

ML:kw
Encl.
cc: File

CITY OF ROCHELLE, ILLINOIS
SEWER SYSTEM IMPROVEMENTS
GRANT NO. 19-242040
SE AREA SANITARY SEWER LINING
WHA No. 1607D22

TABULATION OF BIDS

BID OPENING: Jan. 15, 2025
11:00 A.M.
City Hall

CONTRACTOR		Engineer's Estimate		National Power Rodding Chicago, IL		Hoerr Construction, Inc. Goodfield, IL		Visu-Sewer of Illinois, LLC Bridgeview, IL		Insituform Technologies USA, LLC Chesterfield, MO		
ADDENDA NOS.	1			✓		✓		✓		✓		
SIGNATURE PAGE	Page 18			✓		✓		✓		✓		
BID BOND	Page 19			✓		✓		✓		✓		
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY	Page 35			✓		✓		✓		✓		
INTENT TO COMPLY WITH SECTION 3	Page 37			✓		✓		✓		✓		
CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES	Page 39			✓		✓		✓		*		
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	Page 47			✓		✓		✓				
STATEMENT OF BIDDER'S QUALIFICATIONS	Page 12			✓		✓		✓		**		
ITEM												
	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 Cured-in-place Lining, 15" Dia.	1455	L.F.	\$ 75.00	\$ 109,125.00	\$ 80.00	\$ 116,400.00	\$ 69.00	\$ 100,395.00	\$ 75.00	\$ 109,125.00	\$ 54.61	\$ 79,748.55
2 Cured-in-place Lining, 10" Dia.	659	L.F.	\$ 50.00	\$ 32,950.00	\$ 37.00	\$ 24,383.00	\$ 48.00	\$ 31,632.00	\$ 43.50	\$ 28,666.50	\$ 40.09	\$ 26,419.31
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4 Lateral Service Reinstatement	272	Each	\$ 200.00	\$ 54,400.00	\$ 125.00	\$ 34,000.00	\$ 100.00	\$ 27,200.00	\$ 175.00	\$ 47,600.00	\$ 65.00	\$ 17,680.00
5 Lateral Service Grouting	272	Each	\$ 825.00	\$ 224,400.00	\$ 400.00	\$ 108,800.00	\$ 760.00	\$ 206,720.00	\$ 365.00	\$ 99,280.00	\$ 1,076.00	\$ 292,672.00
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8 Fillet Replacement	1	Each	\$ 4,500.00	\$ 4,500.00	\$ 2,090.00	\$ 2,090.00	\$ 4,880.00	\$ 4,880.00	\$ 4,800.00	\$ 4,800.00	\$ 2,090.00	\$ 2,090.00
9 Manhole Step Removal	1	Each	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 620.00	\$ 620.00	\$ 625.00	\$ 625.00	\$ 495.00	\$ 495.00
10 Traffic Control	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00	\$ 30,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,500.00	\$ 10,500.00
TOTAL BID PROPOSAL				\$ 1,176,315.00		\$ 893,629.00		\$ 924,147.20		\$ 964,527.25		\$ 1,051,507.20

* The Certification of Bidder Regarding Section 3 and Segregated Facilities form was included, but not completed in the Insituform Technologies USA, LLC bid packet.

** The Statement of Bidders Qualifications form was not included in the Insituform Technologies USA, LLC bid packet.

EXHIBIT B (Notice of Award)

NOTICE OF AWARD

To: National Power Rodding Corp.
2500 West Arthington Street
Chicago, IL 60612

Project Description: Southeast Area Sanitary Sewer Lining

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Invitation for Bids dated January 15, 2025

You are hereby notified that your Proposal (Bid) has been accepted for items in the amount of \$ 893,829.00 or at the Proposal Unit Prices.

You are required by the Invitation for Bids to execute the CONTRACT and furnish the required CONTRACTOR'S PERFORMANCE AND PAYMENT Bonds and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bonds within fifteen (15) calendar days from this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____th day of _____, 202__ .

City of Rochelle, Illinois
OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 20 ____

By _____

Title _____

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE ACCEPTING THE BID AND AWARDING THE CONTRACT TO
NATIONAL POWER RODDING CORPORATION FOR THE NORTHEAST AREA
SANITARY SEWER LINING PROJECT” which was adopted by the Mayor and City Council of
the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

6. A Resolution Waiving Competitive Bidding Requirements and Approving the Proposal of National Power Rodding Corporation for Additional Sanitary Sewer Lining

ROCHELLE CITY COUNCIL
REGULAR MEETING 3/10/25
AGENDA ITEM NO. ?

SUBJECT: Approve a resolution to accept bid for Northeast Sewer Lining Project for grant work and non-grant work

Staff Contact: Adam Lanning

Summary: On January 15, 2025, a bid opening for the Northeast Area Sanitary Sewer Lining Project was held and a total of 4 proposals were received. The low bidder was National Power Rodding Corp., with a low bid of \$893,829.00 and was 24.0% under the engineers cost estimate. The City is requesting that National Power Rodding Corporation line an additional 2128 feet at the unit prices which they bid for the grant. A breakdown of the costs are as follows:
Grant Amount - \$ 718,102.22
Base Bid Amount – \$ 893,829.00
Additional Lining of approximately 2128 ft. – \$224,704.00
Allowance – \$49,285.27
Proposed expenditure - \$1,118,533.00
Total cost to the City – \$400,430.78

While we did receive a \$1,000,000 grant, the grant requires the city to match a portion of the grant. The grant requirements limited what could be included in the bid. To ensure we only have one contractor completing the project, we bid this job to line the 14,665 feet that met grant requirements. We asked the contractor to provide us with a bid for the grant project and include the extra 2128 feet. This allows us to complete the project with one contractor and ensure we had the lowest bidder.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Capital fund	\$638,000.00	\$400,430.78
DCEO Grant	\$718,102.22	\$718,102.22
Total	\$1,356,102.22	\$1,118,533

Strategic Plan Goal Application: Develop and implement a plan to replace/repair infrastructure to work in concert with the CIP

Recommendation: Approve a resolution authorizing the execution of an agreement with National Power Rodding Corp in the amount of \$1,118,533.00.

Supporting Documents:

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



NATIONAL POWER RODDING

A Carylton Company

Section VII, Item 6.

2500 West Arthington
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-0748
www.nationalpowerrodding.com

TO:	Rochelle Municipal Utilities	ATTN:	Adam
	333 Lincoln Highway	DATE:	28-Jan-25
	Rochelle, IL 61068	EMAIL:	alanning@rmu.net
PH.:	815-562-4155	RE:	SE Area Lining- Non Grant Items

National Power Rodding Corp. is pleased to provide you with estimated pricing for this project. For this project, we propose to provide the necessary labor, equipment, material, and supervision to perform the following scope of work on the above referenced project. Estimated pricing for this work is as follows:

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	ESTIMATED TOTAL
	Precleaning and Televising of Sewer Line	LF	2128	\$ 7.00	\$ 14,896.00
	Heavy Cleaning	HR	40	\$ 500.00	\$ 20,000.00
	Cured-in-Place Lining, 8" Dia.	LF	2128	\$ 31.00	\$ 65,968.00
	Lateral Service Reinstatement	EA	46	\$ 125.00	\$ 5,750.00
	Lateral Service Grouting	EA	15	\$ 400.00	\$ 6,000.00
	Sanitary Manhole Lining	VF	56.9	\$ 850.00	\$ 48,365.00
	Manhole Adjustment Rings and Casting Replacement	EA	9	\$ 4,025.00	\$ 36,225.00
	Inside Drop Repair	EA	1	\$ 7,500.00	\$ 7,500.00
	Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
ESTIMATED TOTAL:					\$ 224,704.00

General Contactor shall furnish the following:

- 2.) Water from hydrant
- 4.) Any special permits or fees
- 5.) Accessibility to all manholes, catch basins, etc.

This pricing is submitted under the assumption that the job will be completed in whole. We reserve the right to modify this proposal if the jobsite conditions vary widely. Subject to the attached Terms & Conditions on Page 2. Pricing is good for 30 days from the date of this proposal. If this proposal is satisfactory, please sign below, initial second page and return.

Thank you for the opportunity to work with you on this project.

Respectfully Submitted,
National Power Rodding Corp.

Reid W. Ruprecht, Vice President

Accepted:

Name: _____

Company: _____

Signature: _____

Date: _____

AP Contact: _____

AP Email: _____

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Non-Solicitation of National Power Rodding (NPR) Personnel: At no time while this Agreement is in effect nor within one (1) year immediately following completion of the Work shall Customer solicit directly or indirectly any employee or former employee of NPR who performed or supervised the Work, provided that Customer shall not be prevented from soliciting such employees through general advertisements not targeted at such employees.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
APPROVE THE PROPOSAL OF NATIONAL POWER RODDING CORPORATION FOR
ADDITIONAL SANITARY SEWER LINING**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
APPROVE THE PROPOSAL OF NATIONAL POWER RODDING CORPORATION FOR
ADDITIONAL SANITARY SEWER LINING**

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 regulation 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 statue expressly permit. A local ordinance may impose more rigorous or definite regulation in addition to those enacted by the state legislature so long as they do not conflict with the statue.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

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

WHEREAS, as part of RMU’s Southeast Area Sanitary Sewer Lining Project, RMU published a request for bids in the Rockford Register Star on December 15, 2024; and

WHEREAS, the lowest bid was from National Power Rodding Corporation, and was in the amount of \$893,829; and

WHEARAS, the has been awarded City a one-million-dollar grant for the project, which requires the City to match a portion of the grant;

WHEREAS, the grant money will be used to pay for the portion of the project that was put out to bid, but the City is also seeking additional sanitary sewer lining work that is not grant-eligible to be done, which will be paid for by the City’s funds; and

WHEREAS, RMU asked the lowest bidder (National Power Rodding Corporation) to provide a proposal to line an additional 2,128 feet of sanitary sewer at the same rates as their bid proposal and a copy of that proposal is attached herein as Exhibit A; and

WHEREAS, National Power Rodding Corporations proposal to line an additional 2,128 feet of sanitary sewer is in the amount of \$224,704.00; and

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

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive the competitive bidding requirements and approve the proposal of National Power Rodding Corporation in the amount of \$224,704, for additional sewer lining.

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and authorize the City Manager and/or his designee to execute the Proposal attached as Exhibit A in the amount of \$224,704 for additional sewer lining.

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

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

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

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

APPROVED THIS 10th day of March 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



NATIONAL POWER RODDING
A Carylon Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-0748
www.nationalpowerrodding.com

TO:	Rochelle Municipal Utilities	ATTN:	Adam
	333 Lincoln Highway	DATE:	28-Jan-25
	Rochelle, IL 61068	EMAIL:	alanning@rmu.net
PH.:	815-562-4155	RE:	SE Area Lining- Non Grant Items

National Power Rodding Corp. is pleased to provide you with estimated pricing for this project. For this project, we propose to provide the necessary labor, equipment, material, and supervision to perform the following scope of work on the above referenced project. Estimated pricing for this work is as follows:

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	ESTIMATED TOTAL
	Precleaning and Televising of Sewer Line	LF	2128	\$ 7.00	\$ 14,896.00
	Heavy Cleaning	HR	40	\$ 500.00	\$ 20,000.00
	Cured-in-Place Lining, 8" Dia.	LF	2128	\$ 31.00	\$ 65,968.00
	Lateral Service Reinstatement	EA	46	\$ 125.00	\$ 5,750.00
	Lateral Service Grouting	EA	15	\$ 400.00	\$ 6,000.00
	Sanitary Manhole Lining	VF	56.9	\$ 850.00	\$ 48,365.00
	Manhole Adjustment Rings and Casting Replacement	EA	9	\$ 4,025.00	\$ 36,225.00
	Inside Drop Repair	EA	1	\$ 7,500.00	\$ 7,500.00
	Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
ESTIMATED TOTAL:					\$ 224,704.00

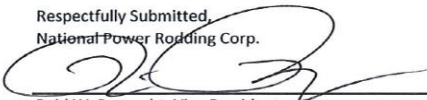
General Contactor shall furnish the following:

- 2.) Water from hydrant
- 4.) Any special permits or fees
- 5.) Accessibility to all manholes, catch basins, etc.

This pricing is submitted under the assumption that the job will be completed in whole. We reserve the right to modify this proposal if the jobsite conditions vary widely. Subject to the attached Terms & Conditions on Page 2. Pricing is good for 30 days from the date of this proposal. If this proposal is satisfactory, please sign below, initial second page and return.

Thank you for the opportunity to work with you on this project.

Respectfully Submitted,
National Power Rodding Corp.


Reid W. Ruprecht, Vice President

Accepted:
Name: _____
Company: _____
Signature: _____
Date: _____
AP Contact: _____
AP Email: _____

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Non-Solicitation of National Power Rodding (NPR) Personnel: At no time while this Agreement is in effect nor within one (1) year immediately following completion of the Work shall Customer solicit directly or indirectly any employee or former employee of NPR who performed or supervised the Work, provided that Customer shall not be prevented from soliciting such employees through general advertisements not targeted at such employees.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

4.991 Initial:_____ Date: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND APPROVE THE PROPOSAL OF NATIONAL POWER RODDING CORPORATION FOR ADDITIONAL SANITARY SEWER LINING” which was adopted by the Mayor and City Council of the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

7. An Ordinance Authorizing the Execution of a Joint Agency Agreement #JN225034JN225034 and the Allocation of \$1,985,000 for the City's Share of the IDOT Route 38 and I-39 Diverging Diamond Interchange Improvements with State Sec. No. 141-HBR-3 & (9,10)R-3 and City Sec. No.25-00120-00-PV; A Resolution Appropriating \$1,985,000, the City of Rochelle's Share of the I-39/Route 38 Interchange Project; and a Resolution Approving Plans and Specifications as Proposed by the State of Illinois, Department of Transportation, For a Joint City-State DDI Reconstruction Project on FAP Route 567 (IL 38) and FAI 39 (I-39)

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING 3/10/2025

SUBJECT: Joint Agency Agreement #JN225034 for the IDOT IL Rte 38 and I-39 Diverging Diamond Interchange (DDI) improvements with State Sec No. 141-1HBR-3 &(9,10)R-3
AND City Sec No. 25-00120-00-PV

Staff Contact: Sam Tesreau, City Engineer

Summary: The IDOT notified the City that they intend to begin Design Engineering for the IL Rte 38 and I-39 DDI in Fall 2024. As the project progressed City staff met with IDOT, and their consultants, to discuss the incorporation of a pedestrian shared used path (SUP) through the project limits, additional roadway lighting beyond the interchange lighting and signalization upgrades at the Dement Road intersection.

The project limits extend along IL Rte 38 from west of Dement Road to east of the Pilot Travel Center and along portion of the I39 on and off ramps. IDOT is reconstructing portions of the current interchange and redeveloping as a Diverging Diamond Interchange with new signals at the on/off ramps as well as at Dement Road. In addition, a shared use path for pedestrians will be constructed along the north side of Rte 38 from Dement Road to the existing Pilot Travel Center SUP on the east side of I-39. The project is expected to bid in May, on the IDOT letting, and begin construction by July 2025.

The IDOT DDI project is estimated at nearly \$24M of which \$1.9M will be City related expenses. Subsequently an agreement was developed to define the scope of the project, Division of Costs between the City (LA) and State, maintenance responsibility of completed items within said project limits, signal improvements, utility relocations, and other relative items. The City’s cost is defined on page 2 and is estimated at \$1,874,000 for its share of the project pending final bids and award of the project. The City’s portion, for said project expenses, will be taken from various funds including RMU Electric Distribution Capital Fund, Landfill Fund, General Fund and the Capital Improvements Fund. Per the agreement the initial 80% payment will be deferred until January 2026 and will be budgeted for during the budget process.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
City and RMU funds	Budgeted in 2026	Estimated \$1,874,000 (City/LA share) Resolution appropriation \$1,985,000

Strategic Plan Goal Application: infrastructure effectiveness and improvement short term complex

Recommendation:

- Consider approval of the Joint Agency Agreement #JN225034 for the IDOT IL Rte 38 and I-39 Diverging Diamond Interchange (DDI) improvements with State Sec No. 141-1HBR-3 &(9,10)R-3 AND City Sec No. 25-00120-00-PV. Furthermore, said agreement shall be executed by City officials as identified in said agreement.
- Consider a Resolution, in the general form as identified in the agreement, to appropriate funds to match the required City (LA) funding plus 6% for change orders or actual work completed. This resolution appropriates funds necessary to complete the improvement or obligation to pass a supplemental resolution to appropriate additional funds for the completion of the project.

City of Rochelle
 FAP Route 567 (IL 38)
 State Section 141-1HBR-3 & (9,10)R-3
 City Section 25-00120-00-PV
 Project No. D3PO(364)
 Job No. C-92-042-23
 Ogle County
 Contract No. 64N98
 Agreement No. JN225034

AGREEMENT

This agreement, entered into this ____ day of _____, A.D., 20____, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and City of Rochelle, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and continue to ensure safety to the motoring public, is desirous of reconstructing the interchange of IL 38 and I-39 from the current diamond interchange design to a Diverging Diamond Interchange, hereinafter called ("DDI"), from a point approximately 500-feet west of North/South Dement Road to a point approximately 1500-feet east of the center point of the interchange by reconstructing the IL 38 traffic through lanes with 10 ¼ -inches of Portland cement concrete (PCC) pavement, 4-inches of hot-mix asphalt stabilized subbase, and 12-inches of aggregate subgrade improvement, providing for two 12-foot and various width traffic through lanes, right and left turn lanes, on/off ramps to and/or from I-39 to and/or from IL 38, 4-foot and variable width shoulders, updated median areas, new curb and gutters, upgraded storm sewers and/or drainage elements, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, FAP Route 567 (IL 38), STATE Section 141-1HBR-3 & (9,10)R-3, CITY Section 25-00120-00-PV hereinafter called the "PROJECT"; and

- A. I-39 on and off ramps will be reconstructed with 10 ¼ -inches of Portland cement concrete (PCC) pavement, 4-inches of hot-mis asphalt stabilized subbase, and 12-inches of aggregate subgrade improvement, providing for a 17-foot and various width on/off ramps to and/or from I-39 to and/or from IL 38, new variable width shoulders, upgraded drainage and striping; and
- B. Traffic Signal upgrades at IL 38 and Dement Road, new installation of traffic signals at the DDI interchanges; and
- C. Constructing a Shared Use Path ("SUP") along the north side of IL 38 starting at the northeast side of Dement Road and IL 38, then continues east transversing through the middle of the DDI, thence continuing along the north side of IL 38 to connect to the existing SUP located near a point approximately 500-feet west of the Pilot Gas station entrance, being constructed with 6-inches of Portland cement concrete sidewalk, 4-inches of aggregate base coarse, providing for a 10-foot wide SUP, includes upgrades to the curb ramps to meet the Americans with Disabilities Act (ADA); and
- D. Installing both standard highway lighting and additional decorative street lighting; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

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

1. The STATE agrees to make the surveys, acquire all necessary right-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. The STATE has included utility adjustment credits to the cost share chart below, due to relocations costs for watermain items that are in conflict with the STATE's project.
4. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	Federal Cost	%	State Cost	%	City of Rochelle Cost	%	Total
All Construction Costs	\$14,643,332	80%	\$3,660,833	20%			\$18,304,165
Traffic Signals at Dement Road & IL 38	\$503,748	80%	\$62,969	10%	\$62,969	10%	\$629,685
Highway Lighting					\$1,564,650	100%	\$1,564,650
Relocate Fire Hydrant					\$1,500	100%	\$1,500
Sub-total	\$15,147,080		\$3,723,802		\$1,629,119		\$20,500,000
P&C Engineering 15%	\$2,272,062		\$558,570		\$244,368		\$3,075,000
Total	\$17,419,142		\$4,282,372		\$1,873,486		\$23,575,000

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

5. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon award of this project, from any funds allotted to the CITY, the amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs. *****The 80% payment shall not be billed out until January 1, 2026*****
6. The CITY agrees to enforce the existing parking ordinance on IL 38 within the limits of this improvement in the City of Rochelle, the CITY's ordinances can be found on the CITY's website.
7. The CITY agrees to enforce an existing ordinance prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which can be found in the CITY's ordinances which can be found on the CITY's website.

8. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.

The CITY shall continue to enforce an existing ordinance, relative to the disposition of encroachments within the limits of the improvements, a copy of which is on file at the STATE's district office.

9. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto IL 38, within the limits of this improvement without the concurrence of the Department of Transportation
10. Prior to construction, to the extent the CITY has a franchise right to require utilities to be relocated at the expense of the utility, then the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE. To the extent the CITY does not have such franchise right, the costs of any such utility relocation shall not be the responsibility of the CITY.
11. The CITY agrees to cause its utilities located on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted at no expense to the STATE.
12. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
13. Upon final field inspection of the improvement the STATE agrees to maintain or cause to be maintained their portion of IL 38, which is under their jurisdiction, through the I-39/IL38 DDI interchange; the four traffic through lanes respectively, turn lanes, concrete medians, grass medians, painted pavement markings, concrete barrier walls, curb and gutter and/or shoulders adjacent to said through traffic lanes. The STATE shall accept maintenance responsibilities for the standard highway lighting which includes standard light poles, at and through the DDI ramp intersections. The STATE shall continue its maintenance responsibilities to the on/off ramps to and/or from I-39 to and/or from IL 38. The STATE shall also maintain a portion of the Shared Use Path ("SUP") located on the structure, abutment to abutment only, and the safety barrier wall along the SUP located on IL 38.
14. Upon final field inspection of the improvement, the CITY agrees to maintain their portions of the improvement which are not maintained by the STATE, including sidewalks which includes ADA ramps, parkways, crosswalks and transverse pavement markings, CITY owned utilities including the appurtenances thereto, CITY highway lighting and/or decorative highway lighting, including furnishing the electrical energy therefore, and the following items which are not to be maintained by the STATE including:
 - A. The 10-foot-wide Shared Use Path ("SUP") along the north side of IL 38 and through the DDI, to the Pilot Gas station connection, responsibilities include but are not limited to, appurtenances, mowing within 6-feet adjacent to the SUP, weeding, snow removal, trash removal, bollards, striping, maintenance and/or repairs; and

- B. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all turn lanes, up to the edge of pavement of IL 38 through traffic lanes.
15. The CITY further agrees that, if in the future, the CITY wishes to modify and/or add any elements to the SUP, including but not limited to the addition of cameras, trash cans, benches, or decorative elements, the CITY shall seek either a utility or an access permit whichever fits the scenario, and follow any guidelines provided by the STATE.
16. The CITY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the shared use path not otherwise carried on State structures. The CITY further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the construction and/or operation of the shared use path.
16. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

Type of Work	STATE		CITY	
	Maintenance %	Electrical Energy %	Maintenance %	Electrical Energy %
Traffic Signals at the intersection of; IL 38 at DDI interchanges	100%	100%	0%	0%

It is mutually agreed that the actual traffic signal maintenance will be performed by the CITY, either with its own forces or through an ongoing contractual agreement. It is further mutually agreed that the traffic signals shall be maintained to the standard described in the 2009 Edition of the Illinois Manual of Uniform Traffic Control Devices, Part 4, Section 4D.02 a copy of which is on file at the STATE's district office and made a part hereof.

17. Upon acceptance by the STATE of the traffic signal work at Dement Road included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on April 16, 2021.
18. The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to City owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the City limits, shall remain unchanged.
19. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, attached as Exhibit B.
20. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

21. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.
22. This agreement No. JN225034 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF ROCHELLE

By: _____
Rose Hueramo
City Clerk

By: _____
John Bearrows
Mayor

Date: _____, 20__

Date: _____, 20__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Trisha Thompson, P.E.
Region Two Engineer

Date: _____, 20__

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EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE DDI RECONSTRUCTION PROJECT ON FAP ROUTE 567 (IL 38) and FAI 39 (I-39), STATE SECTION 141-1HBR-3 & (9,10)R-3, IN THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

WHEREAS be it hereby resolved by the City Council of the City of Rochelle that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the reconstruction of FAP Route 567 (IL 38), State Section 141-1HBR-3 & (9,10)R-3, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Rochelle, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

The CITY OF ROCHELLE certifies that:

1. The number shown on this form is the CITY'S correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY'S person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:

36-6006075

Social Security Number

Or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name the name of the business and the owners SSN or EIN. For all other entities enter the name of the entity as used to apply for the entity EIN and the EIN.)

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE DDI RECONSTRUCTION PROJECT ON FAP ROUTE 567 (IL 38) and FAI 39 (I-39), STATE SECTION 141-1HBR-3 & (9,10)R-3, IN THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

WHEREAS be it hereby resolved by the City Council of the City of Rochelle that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the reconstruction of FAP Route 567 (IL 38), State Section 141-1HBR-3 & (9,10)R-3, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Rochelle, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

The CITY OF ROCHELLE certifies that:

1. The number shown on this form is the CITY'S correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY'S person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:

36-6006075

Social Security Number

Or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name the name of the business and the owners SSN or EIN. For all other entities enter the name of the entity as used to apply for the entity EIN and the EIN.)

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF JOINT AGENCY
AGREEMENT #JN225034JN225034 AND THE ALLOCATION OF \$1,985,000.00 FOR THE
CITY’S SHARE OF THE IDOT IL ROUTE 38 AND I-39 DIVERGING DIAMOND
INTERCHANGE IMPROVEMENTS WITH STATE SEC. NO. 141-HBR-3 & (9,10)R-3 AND
CITY SEC. NO. 25-00120-00-PV**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF JOINT AGENCY AGREEMENT
#JN225034JN225034 AND THE ALLOCATION OF \$1,985,000.00 FOR THE CITY’S SHARE
OF THE IDOT IL ROUTE 38 AND I-39 DIVERGING DIAMOND INTERCHANGE
IMPROVEMENTS WITH STATE SEC. NO. 141-HBR-3 & (9,10)R-3 AND CITY SEC.
NO. 25-00120-00-PV**

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 regulation 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 permit. A local ordinance may impose more rigorous or definite regulation 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, in fall of 2024, the Illinois Department of Transportation (IDOT) notified the City of their intent to begin design for the IL Route 38 and I-39 Diverging Diamond Interchange (DDI). The City’s staff has been with IDOT and their consultants, to discuss the incorporation of a pedestrian shared used path (SUP) through the project limits, additional roadway lighting beyond the interchange lighting and signalization upgrades at the Dement Road intersection; and

WHEREAS, the DDI project is estimated to cost nearly twenty-four million dollars (\$24,000,000); and

WHEREAS, the City’s contribution toward the project is estimated to be nearly 1.9 million dollars (\$1,900,000); and

WHEREAS, in order to proceed with the project, IDOT has requested that the City enter into a Local Agency Agreement (a copy of which is attached herein as Exhibit 1) to define the scope of the project, maintenance responsibilities and division of costs; and

WHEREAS, the City’s estimated contribution is \$1,874,000;

WHEREAS, the City engineer is requesting a six percent (6%) contingency for change orders or

unexpected expenditures, for a total of \$1,985,000; and

WHEREAS, the DDI project will be a significant benefit to the City along its entrance corridor; and

WHEREAS, the MAYOR AND CITY COUNCIL of the City of Rochelle (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to enter into the Joint Agency Agreement for the IDOT DDI Project.

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Rochelle, Ogle County, Illinois, 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 of the City of Rochelle hereby authorize the Village Manager’s Designee (the Mayor) to execute the Local Agency Agreement attached herein as Exhibit 1. Furthermore, the Mayor and the City Council authorize the allocation of \$1,985,000.00 for the City’s share of the IDOT Illinois Route 38 and I-39 Diverging Diamond Interchange Improvements.

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

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

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

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

APPROVED THIS 10th day of March 2025.

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
Authorizing the Execution of Joint Agency Agreement #JN225034JN225034 and the Allocation of
\$1,985,000.00 for the City’s Share of the IDOT Illinois Route 38 and I-39 Diverging Diamond Interchange
Improvements with State Sec. No. 141-HBR-3 & (9,10)R-3 and City Sec. No. 25-00120-00-PV” which was
adopted by the Mayor and City Council of the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 10th day of March 2025.

CITY CLERK

File Attachments for Item:

8. An Ordinance Authorizing the Execution of a Joint Funding Agreement for State and Federally Funded Construction Between the City of Rochelle and the Illinois Department of Transportation for the City of Rochelle Transload Yard/Railroad Extension East of Steward Road and .01 Mile North of the Ogle/Lee County Line Sec. No. 23-00118-00-RP and a Resolution to Appropriate \$1,727,000 of Local Funds to Match the Required City Funding plus 5% for Change Orders

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING 3/10/2025

SUBJECT: Joint Funding Agreement for Federally funded Construction participation utilizing IDOT/NHFP Funds for the project known as City of Rochelle transload yard/RR extension east of Steward Road and 0.1 mile north of the Ogle/Lee County line. with Sec No. 23-00118-00-RP

Staff Contact: Sam Tesreau, City Engineer

Summary: The City RR transload yard and extension have been identified in the 5 year CIRR plan as a rail freight improvement. In mid-2023 the City Manager was notified that that the project met the criteria for the IDOT Competitive Rail Freight program and could be funded in part with available grant funding.

Fehr Graham and Associates, the project consulting Engineers, along with the City RR manager developed project engineering fees, scope and construction estimates of cost for nearly \$6.8M. Subsequently IDOT NHFP funds were approved for the project in an amount not to exceed \$5,205,570. This Federal participation will leave the City (LA) with approximately \$1,644,000 for its share of the project pending final bids and award of the project (refer to Division of Cost schedule#1). The City’s portion will be taken from the Railroad fund #58-00.

The project is over 0.4 miles in length, primarily consisting of significant HMA/PCC pavement expansion for transload operations, extension of new rail east, a new low height multi cell box culvert and mass grading excavation for stormwater management/compensatory storage area. The project is expected to bid in May, on the IDOT letting, and begin construction by end of June 2025.

<u>Funding Sources:</u>		
Source:	Budgeted Amount:	Proposed Expenditure:
City RR fund #58-00-89330	\$6,000,000 (Includes \$5,205,570 NHFP funds)	Estimated \$1,644,000 (LA share) Resolution appropriation \$1,727,000

Strategic Plan Goal Application: infrastructure effectiveness and improvement short term complex

- Recommendation:**
- Consider approval for the Joint Funding Agreement for Federally funded Construction participation utilizing IDOT/NHFP Funds for the project known as City of Rochelle transload yard/RR extension east of Steward Road and 0.1 mile north of the Ogle/Lee County line. The project is assigned with Sec No. 23-00118-00-RP and that the agreement be executed by City officials as identified in said agreement.
 - Consider a Resolution, in the general form as identified in the agreement, to appropriate funds to match the required City (LA) funding plus 5% for change orders. This resolution appropriates funds necessary to complete the improvement or obligation to pass a supplemental resolution to appropriate additional funds for the completion of the project.



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of Rochelle	Ogle	23-00118-00-RP	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
NHFP			

Construction

State Job Number	Project Number
C-92-010-24	9WN2(669)

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	From	To
Steward RD	FAU 5450	0.01 mile		02.38	02.39

Location Termini

BNSF RR to 0.1 mile N of Lee County Line

Current Jurisdiction	Existing Structure Number(s)	
City of Rochelle		Remove

PROJECT DESCRIPTION

Transload yard/Railroad extension, east of Steward Rd, on the City of Rochelle Railroad

Local Public Agency	Section Number	State Job Number	Proj	Section VII, Item 8.
City of Rochelle	23-00118-00-RP	C9201024	9WN2(669)	

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

I. GENERAL

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

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

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

II. REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

III. AUDIT AND RECORD RETENTION

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

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

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

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

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

IV. LPA FISCAL RESPONSIBILITIES

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

Local Public Agency	Section Number	State Job Number	Project Number	Section VII, Item 8.
City of Rochelle	23-00118-00-RP	C9201024	9WN2(669)	

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

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

V. THE LPA AGREES

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

VI. THE STATE AGREES

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

Local Public Agency

Section Number

State Job Number

Project

Section VII, Item 8.

City of Rochelle

23-00118-00-RP

C9201024

9WN2(669)

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

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

SCHEDULES

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

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

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

Local Public Agency

Section Number

State Job Number

Proj

Section VII, Item 8.

City of Rochelle

23-00118-00-RP

C9201024

9WN2(669)

AGREEMENT SIGNATURES EXECUTION

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Bearrows

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366006075 conducting business as a Governmental Entity.

DUNS Number 010231009

UEI JW8MLB1DN8L4

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

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

Date

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

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

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

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

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Rochelle	Ogle	23-00118-00-RP	C-92-010-24	9WN2(669)

DIVISION OF COST

[illegible]

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* NHFP funding 80% NTE \$5,205,569.76 (Construction Engineering portion 80% NTE \$455,569.76)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☒ METHOD A - Lump Sum (80% of LPA Obligation) Balance _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☐ METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating contractors). Payment made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of Rochelle	23-00118-00-RP	Ogle		

LRS Federal Funds RISK ASSESSMENT

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

Summary of Risk		District Review Signature & Date Paul Schindwein Digitally signed by Paul Schindwein Date: 2025.01.22 07:46:00 -06'00'		Central Office Review Signature & Date Teresa Cline Digitally signed by Teresa Cline Date: 2025.01.27 08:51:18 -06'00'	
General History of Performance	1				
Financial Controls	0				
Audits	4				
Total	5				

Additional Requirements? ☐ Yes ☒ No

Local Public Agency	Section Number	State Job Number	Project Number
City of Rochelle	23-00118-00-RP	C9201024	9WN2(669)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did City of Rochelle LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?
☒ Yes ☐ No
2. Does the City of Rochelle LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of Rochelle LPA fiscal year?
☒ Yes ☐ No


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

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.
- a. Has the City of Rochelle LPA performed a single audit for their previous fiscal year?
☐ Yes ☒ No
i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?
☐ Yes ☐ No
- b. For the current fiscal year, does the City of Rochelle LPA intend to comply with Subpart F of 2 CFR 200?
☒ Yes ☐ No

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

Name	Title	LPA
Jeff Fiegenschuh	City Manager	City of Rochelle

Signature & Date

 1/16/25



XX 0 XX XX XX FEET

NTS

LOCATION MAP

OGLE COUNTY

ROCHELLE TRANSLOAD

YARD EXPANSION

ROCHELLE, ILLINOIS

9/5/24

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

City of Rochelle

23-00118-00-RP

C9201024

9WN2(669)

Sample Resolution

RESOLUTION No: _____

A Resolution for:

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the {city, village, town, county} of _____ is proposing to
_____.

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

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

WHEREAS, the improvement requires matching funds; and

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

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

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

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

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

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

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

(seal)

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A JOINT FUNDING
AGREEMENT FOR STATE AND FEDERALLY FUNDED CONSTRUCTION BETWEEN
THE CITY OF ROCHELLE AND THE ILLINOIS DEPARTMENT OF
TRANSPORTATION FOR THE CITY OF ROCHELLE TRANSLOAD YARD/RAILROAD
EXTENSION EAST OF STEWARD ROAD AND .01 MILE NORTH OF THE OGLE/LEE
COUNTY LINE SEC NO. 23-00118-00-RP**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

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

ORDINANCE NUMBER _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A JOINT FUNDING AGREEMENT
FOR STATE AND FEDERALLY FUNDED CONSTRUCTION BETWEEN THE CITY OF
ROCHELLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE CITY
OF ROCHELLE TRANSLOAD YARD/RAILROAD EXTENSION EAST OF STEWARD ROAD
AND .01 MILE NORTH OF THE OGLE/LEE COUNTY LINE WITH SEC NO. 23-00118-00-RP**

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 regulation 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 statue expressly permit. A local ordinance may impose more rigorous or definite regulation in addition to those enacted by the state legislature so long as they do not conflict with the statue.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City of Rochelle, Ogle County, Illinois has been planning to make improvements to the City’s Railroad transload yard and extension; and

WHEREAS, the Engineering project estimate, which includes Engineering fees, scope of

improvements and construction is over 6.8 million dollars (\$6,849,569.76); and

WHEREAS, the project has been approved for Illinois Department of Transportation (IDOT) and National Highway Freight Program (NHFP) funds in an amount not to exceed \$5,205,569.76; and

WHEREAS, with State and Federal funds, the City’s financial share of the project will be approximately \$1,644,000; and

WHEREAS, the City Engineer is requesting a five percent (5%) contingency for change orders or unexpected expenditures, for a total of \$1,727,000; and

WHEREAS, the use of City funds and State and Federal Funds requires a joint funding agreement (a copy of which is attached herein as Exhibit 1); and

WHEREAS, the transload yard/railway extension improvements will be a significant benefit to the City of Rochelle; and

WHEREAS, the Mayor and City Council of the City of Rochelle (“the Corporate Authorities”) have determined that it is advisable, necessary and in the best interests of public health, safety and welfare to enter into a Joint Funding Agreement for the improvements to the transload yard and railroad extension and authorize the allocation of up to \$1,727,000 for the project.

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

SECTION 1. The City hereby allocates up to \$1,727,000 for its contribution toward the Rochelle Transload Yard/Railroad Extension project.

SECTION 2. That the form and substance of said Agreement (the “Agreement”), between the City of Rochelle (the “Local Agency” or “LA”) and the Illinois Department of Transportation (the “State”) for the City of Rochelle Transload Yard/Railroad Extension as attached herein as Exhibit 1 is hereby

approved. Furthermore, the City Manager’s Designee (the Mayor) and City Clerk are hereby respectively authorized and directed to and on behalf of the City to execute the Joint Funding Agreement attached herein as Exhibit 1, and that this Resolution shall become Attachment 3 of said Joint Funding Agreement.

SECTION 3. That the proper officials, agents and employees of the City are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the City in accordance with the provisions of the Agreement.

SECTION 4. That the City Clerk is directed to transmit three (3) copies of the Agreement and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

SECTION 5. That all ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. That this Ordinance shall be in full force and effect from and after its passage as provided by law.

PASSED by the Corporate Authorities

On March 10, 2025.

Approved _____, 2025.

Mayor John Bearrows,
City of Rochelle, Ogle County, Illinois

AYES: _____ NAYS: _____ ABSENT: _____

ATTEST:

City Clerk
City of Rochelle, Ogle County, Illinois

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 Execution of a Joint Funding Agreement for the State and Federally Funded Construction
Between the City of Rochelle and the Illinois Department of Transportation for the City of Rochelle
Transload Yard/Railroad Extension East of Steward Road and .01 Mile North of the Ogle/Lee County
Line with Sec No. 23-00118-00-RP” which was adopted by the Mayor and City Council of the City of
Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle on this 10th day of March 2025.

CITY CLERK

EXHIBIT A
RESOLUTION No. _____

**A RESOLUTION APPROPRIATING FUNDS FOR THE CONSTRUCTION AND COST
PARTIPATION OF THE CITY OF ROCHELLE TRANSLOAD YARD AND RAILROAD
EXTENSION EAST OF STEWARD ROAD AND 0.1 MILE NORTH OF THE OGLE/LEE
COUNTY LINE WITH CITY SEC. NO. 23-00118-00-RP AND STATE JOB NO. C-92-010-24**

WHEREAS, the City of Rochelle is proposing to construct a Transload yard and Railroad extension east of Steward Road and 0.1 mile north of the Ogle/Lee County line with City Sec. No. 23-00118-00-RP.

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

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

WHEREAS, in compliance with the aforementioned agreement it is necessary for the CITY to appropriate funds to pay its share of the cost of said improvement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council, that there is hereby appropriated the sum of ONE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,727,000.00), or so much thereof as may be necessary, from any funds now or hereafter allotted to the CITY through its Railroad fund, to pay its share of the cost of this improvement as provided in the agreement; and,

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement project, the CITY agrees to pay to the State of Illinois Department of Transportation within thirty (30) calendar days of billing, from any funds allotted through its Railroad fund, an amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said State the remainder of its obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs and invoicing.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover said final cost of the improvement.

BE IT FURTHER RESOLVED that the CITY CLERK is directed to transmit three (3) copies of the AGREEMENT and RESOLUTION to IDOT District 2 Bureau of Local Roads and Streets.

I, _____, City Clerk in and for the City of Rochelle, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this ____ day of _____, 20 ____.

City Clerk