

# AGENDA CITY OF ROCHELLE CITY COUNCIL MEETING

Monday, June 13, 2022 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
  - 2. Council Members
  - 3. Check Presentation Rochelle Area Community Foundation

#### V. PUBLIC COMMENTARY:

#### VI. BUSINESS ITEMS:

- 1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
  - a) Approve City Council Meeting Minutes 05/23/2022
  - b) Approve Payroll 05/02/22-05/15/22
  - c) Approve Payment Registers 5/23/22, 5/31/22, 6/6/22 and Exceptions
- 2. Ordinance Waiving the Competitive Bidding Requirements and Authorizing the City Manager to Enter Into a Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc.
- 3. Motion to Approve a Collective Bargaining Agreement Between the City of Rochelle and Internation Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through April 30, 2026
- 4. Resolution establishing City of Rochelle Water Rates, Effective January 1, 2023
- 5. Resolution Authorizing the Execution of a Professional Services Agreement with Baxter Woodman for the Pretreatment Program
- 6. Ordinance Waiving Competitive Bidding Requirements and Authorizing the Purchase of a Pavement Condition Survey and Right-Of-Way Asset Inventory
- 7. Resolution Authorizing Additional Uses for the American Rescue Plan Act Funds
- 8. Ordinance Approving a Redevelopment Agreement- Seldal Properties, LLC
- 9. Resolution Approving the Sale of Surplus Real Property
- 10. Ordinance Approving the Preliminary & Final Plat of Subdivision for the property located at 15<sup>th</sup> Street and 8<sup>th</sup> Avenue, Parcel # 24-23-401-020.
- 11. Ordinance Amending Chapter 110- Zoning of the Rochelle Municipal Code
- VII. DISCUSSION ITEMS:
- VIII. EXECUTIVE SESSION:
- IX. ADJOURNMENT:

Anyone interested in participating in Public Commentary remotely should contact Rose Hueramo at <a href="mailto:rhueramo@rochelleil.us">rhueramo@rochelleil.us</a> or 815-562-6161 to make arrangements.

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

The Council meeting will be broadcast live on YouTube.

#### File Attachments for Item:

- 1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
- a) Approve City Council Meeting Minutes 05/23/2022
- b) Approve Payroll 05/02/22-05/15/22
- c) Approve Payment Registers 5/23/22, 5/31/22, 6/6/22 and Exceptions

Page | **1** 



# MINUTES CITY OF ROCHELLE

#### Monday, May 23, 2022 at 6:30 PM

- I. CALL TO ORDER: Pledge to the Flag was led by John Bearrows. Prayer was said by Pastor Judy Williams.
- **II. ROLL CALL:** Present were Councilors T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga and Mayor Bearrows. A quorum of 7 were present. Also present were City Manager Jeff Fiegenschuh and Deputy City Clerk Jennifer Thompson.
- III. PROCLAMATIONS, COMMENDATIONS, ETC: None.

#### IV. REPORTS AND COMMUNICATIONS:

- 1. Mayor's Report Reminder for Memorial Day Parade being held Monday, May 30th 10:00am at City Hall proceeding to the War Memorial. Thanked everyone involved with Railroad Days making it a success.
- 2. Council Members
- V. PUBLIC COMMENTARY: None.

#### VI. BUSINESS ITEMS:

- CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
  - a) Approve Minutes of City Council Meeting 05/09/2022
  - b) Approve Check Registers
  - c) Approve Payroll 04/18/2022-05/01/2022
  - d) Approve Utility Tax Ordinance
  - e) Approve Special Event Request Museum Cut the Square Event
  - f) Approve Special Event Request Cypress House Outdoor Markets
  - g) Accept and Place on File April Financials

Motion made by Councilor Hayes, Seconded by Councilor T. McDermott, "I move consent agenda items (a) through (g) be approved by Omnibus vote as recommended." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

- 2. A Resolution Approving the Assignment of Industrial Track Agreement for 501 Steward Road. In 2003 a warehouse facility was constructed at 501 Steward Rd. Rochelle IL. On April 6, 2005, an Industrial Track Agreement was executed which provided the terms in which the City of Rochelle Railroad would serve this new building with rail switching services. The building is being sold to Ascendas REIT Chicago 1 LLC and the new owner has requested that the Industrial Track Agreement be assigned to them as the new owner of the building. Motion by Councilor D. McDermott, Seconded by Councilor Hayes, "I move Resolution R22-23, a Resolution Approving the Assignment of Industrial Track Agreement for 501 Steward Road, LLC, be approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
- 3. A Motion Authorizing the City Manager to execute an intergovernmental agreement between the City of Rochelle and the Ogle-Lee Fire Protection District. The current agreement with the district is set to expire on September 30, 2022. The current contract is working well for both

Page | 2

organizations and the only desired change discussed was Sec 7 Compensation. The Fire Chief and City Manager met with a representative from the district and discussed leaving the 3% annual increase in the contract. Attached to this staff report is the total number of calls our department handled in the district, but outside of the City's corporate limits. Under the terms of the new agreement, the district shall pay the City the sum of \$100,277.16 per year at a rate of \$8,356.43 per month for the period of October 1, 2022, to September 30, 2023. There after the amount will increase by 3% annually each October 1 through September 30, 2027. These amounts may be amended by mutual agreement of the parties pursuant to any future recommendations of the Management Board. Motion by Councilor Arteaga, Seconded by Councilor Hayes, "I move Intergovernmental Agreement 22-5347, an Intergovernmental Agreement between the City of Rochelle and the Ogle-Lee Fire Protection District for Fire and Ambulance 5-year Service, be approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

- 4. An Ordinance Amending Rochelle Municipal Code Chapter 6 Adding Liquor License Resort Classification. In 2012, when the liquor code was updated, the Resort classification was deleted as no businesses held a license in that classification. Recent applications from Comfort Inn & Suites Rochelle located at 1133 N. 7th St. and Holiday Inn Express located at 1240 Dement Rd would benefit the addition of a resort liquor license classification. In reviewing the Municipal Code, the businesses do not qualify under our current liquor classification codes. Both businesses plan to sell liquor to their patrons and make it available for meetings and or guests as desired. It is our understanding that Comfort Inn & Suites Rochelle and Holiday Inn Express do not intend to operate a bar. Resort means an establishment designed to attract and accommodate tourists and visitors to resort area or the community, with lodging facilities with at least 25 motel rooms located on the premises, and the primary business of the establishment is not the sale of alcoholic beverages. The Resort Liquor classification will be defined as: Resort. A resort license shall be a license for the sale of alcoholic liquor by a resort, as defined in section 6-2. A resort license shall entitle the licensee to sell alcoholic liquor for consumption on or off the premises in the original package during the hours as specified in section 6-4. The holder of the Class Resort license shall also be allowed to sell alcoholic beverages in the original container to persons who are of the age of 21 years or older who have registered renting a room in the hotel or motel for the purpose of consuming such alcoholic beverages within the hotel or motel room. Further, it is the responsibility of the hotel or motel operator to obtain a written statement from the person who is renting the room that no persons under the age of 21 will consume any alcoholic beverages within the room. Said sales may be made indirectly by the placement of alcoholic beverages within rooms to be occupied by persons over the age of 21 years, with directions that the consumption of such beverage will be charged to the person renting that particular room. Motion by Councilor D. McDermott, Seconded by Councilor Hayes, "I move Ordinance 22-5348, an Ordinance Amending Rochelle Municipal Code Chapter 6 Adding Liquor License Resort Classification be approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-
- 5. A Motion to Approve 2022 Annual Seal Coat Street Maintenance Bids and Resolution of Funds MFT Section#22-00000-00-GM. Various streets and/or alleys were identified to receive a seal coat (A1 & A2) surface treatment this fiscal year (FY) to provide for much needed roadway maintenance and preservation. The areas are shown on the attached exhibit A. Additional areas may be considered by the City Engineer during the construction process as funds allow. The above referenced project was advertised in the Illinois Dept. of Transportation (IDOT) Notice to Contractor's Bulletin 22-13 as well as the Rochelle Newsleader. Bids were publicly opened and read aloud on April 14, 2022 at 10 am for the above referenced project. Two separate bids were received as follows:

<sup>➤</sup> Helm Civil Constructors, Inc. submitted a bid for making the entire improvements in the amount of \$135,560.00

age | **3** 

➤ Porter Brothers submitted a bid for making the entire improvements in the amount of \$208,286.20

The lowest bid is approximately 11% lower than the Engineers estimate of cost. The various streets general maintenance project is funded with Motor Fuel Tax (MFT) funds administered through IDOT. A transfer from the CY 2022 MFT fund 17-00 will be made to the CY 2022 CIP fund 36-00-86092 to cover the Local Agency (LA) costs associated with the General Maintenance project of various streets with Sec#22-00000-00-GM. The City Street Department crews will provide pavement patching, surface preparation and sweeping in advance of seal coat operations. Lastly, the City will be participating in the Ogle County seal coat operations at a cost of approximately \$18,000 along Queens Road adjacent to Flagg Twp. This will also be paid from the City's MFT or STF funds and will be paid to the County once the work is complete. City council approval of resolution (BLR 14220) will allow the City to move forward with providing funding associated with engineering, maintenance and/or construction on the referenced project from the MFT fund. Enclosure (1) uses the standard IDOT resolution to document the requested expenditure. Motion by Councilor T. McDermott, Seconded by Councilor D. McDermott, "I move Resolution R22-24, a Resolution for Maintenance of Street and Highways by Municipality Under the Illinois Highway Code (BLR 14220) - 2022 Annual Seal Coat Street Maintenance, be approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0. Motion by Councilor Shaw-Dickey, Seconded by Councilor Arteaga,"I move Council accept the low bid proposal and award the contract to Helm Civil, Inc. in the amount \$135,560 and reject all other bids received." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

6. **A Motion to Approve Hickory Grove Demolition Change Orders.** The Hickory Grove demolition began in late January and is now substantially complete with the exception of the hotel façade restoration. Willett Hoffmann and Associates has provided engineering services on the project since that time and has documented various items where additional work may have been required or deducted from the contract work. Motion by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "I move Council approve Hickory Grove Demolition Change Order with McDonaugh Demolition, Inc, in an amount not to exceed \$22,443.22, be approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

#### VII. DISCUSSION ITEMS: None.

VIII. EXECUTIVE SESSION: At 6:50 PM, motion made by Councilor Gruben, Seconded by Councilor Shaw-Dickey, "I move the Council recess into Executive Session to discuss the setting of a price for sale or lease of property owned by the City, Section (c) (6)." Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

<b>IX. ADJOURNMENT:</b> At 7:08 PM, Motion by Councilor	D. McDermott, Seconded by Councilor Shaw-
Dickey, "I move to the Council adjourn." Voting Yea: T. Mo	Dermott, Hayes, D. McDermott, Gruben, Shaw-
Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed	d 7-0.
John Bearrows, Mayor	Jenny Thompson, Deputy City Clerk



Pay Period: 5/2/2022-5/15/2022

Packet: PYPKT00104 - PPE 05.15.22 Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
AJVAZI, SENADA	00408	05/20/2022	1708	1,430.79
ALBERS, BRIAN T	00219	05/20/2022	1709	1,893.35
ALDRIDGE, KYLE	00509	05/20/2022	1710	104.88
ANATRA, NICK	00508	05/20/2022	1711	1,733.46
ANDERSON, JASON T	00296	05/20/2022	1712	2,901.86
ARTEAGA, ROSAELIA	00536	05/20/2022	1027	168.08
BAKKER, CODY	00539	05/20/2022	1713	266.51
BANESKI, ELVIS	00379	05/20/2022	1714	2,494.98
BAYLOR, RYAN E	00204	05/20/2022	1715	2,751.79
BEARDIN, JAMES F	00516	05/20/2022	1716	262.2
BEARROWS, JOHN B	00453	05/20/2022	1717	681.44
BECK, CORY	00294	05/20/2022	1718	1,797.91
BECK, JOHN M	00141	05/20/2022	1719	1,998.07
BEERY, RYAN T	00340	05/20/2022	1720	2,400.06
BEGUIN, DAVID F	00426	05/20/2022	1721	330.46
BELMONTE, ROCIO	00423	05/20/2022	1722	1,201.14
BETTNER, DANIELLE	00531	05/20/2022	1723	1,830.20
BINGHAM, NANCY L	00380	05/20/2022	1724	2,336.12
BIRD, JASON	00520	05/20/2022	1725	438.1
BJORNEBY, JACOB	00469	05/20/2022	1726	2,296.24
BOEHLE, MATTHEW	00444	05/20/2022	1727	1,544.57
BOEHM, MARK	00556	05/20/2022	1728	1,200.41
BOLHOUS, LISA	00547	05/20/2022	1729	102.51
BRASS, NATHANIEL W	00566	05/20/2022	1730	1,791.10
BRENNAN, THOMAS	00534	05/20/2022	1731	214.38
BRIDGEMAN, KYLE C	00478	05/20/2022	1732	2,894.91
BROOKS, SARAH	00460	05/20/2022	1733	1,832.78
BRUST, PATRICK	00490	05/20/2022	1734	2,543.42
BURDIN, JASON E	00263	05/20/2022	1735	2,558.96
BURFIELD, JEFFERY	00553	05/20/2022	1736	279.78
CARDOTT, CHRISTINA	00317	05/20/2022	1737	2,046.42
CARLS, TYLER J	00179 00541	05/20/2022	1738	2,853.92
CARR, CARMEN	00541	05/20/2022	1739	1,170.48
CECH, ERIC T	00393	05/20/2022	1740	2,268.95
CONDON JULIAN	00483 00545	05/20/2022 05/20/2022	1741 1742	2,204.61
CONDON, JILLIAN COX, CHRISTOPHER T	00343	05/20/2022	1742	1,636.47 2,460.35
CRAWFORD, ERIK L	00123	05/20/2022	1743 1744	1,947.40
CUNNINGHAM, ANDREW R		05/20/2022	1744	2,027.83
DAUGHERTY, MICHAEL A	00559	05/20/2022	1746	2,013.34
DEVER, TERESA	00025	05/20/2022	1747	1,451.42
DOUGHERTY, KENNETH R	00418	05/20/2022	1748	2,611.48
EDWARDS, BRIAN E	00181	05/20/2022	1749	1,532.74
EVANS, BILLY GREGG	00550	05/20/2022	1750	296.21
FENWICK, NATALIE Z	00428	05/20/2022	1751	136.35
FIEGENSCHUH, JEFFREY	00463	05/20/2022	1752	3,637.11
FLANAGAN, ROBERT H	00383	05/20/2022	1753	1,464.75
FORE, COLVIN	00549	05/20/2022	1754	367.08
FOWLER, KAYLEE	00554	05/20/2022	1755	1,556.44
FRANKENBERRY, PHILLIP C	00030	05/20/2022	1756	2,133.98
FRIESTAD, RYAN D	00456	05/20/2022	1758	446.55
GERARD, MATTHEW L	00368	05/20/2022	1759	2,426.29
GILLIAM, JAMES R	00322	05/20/2022	1028	2,514.74
GILLIS, ANGELA	00192	05/20/2022	1760	1,154.46
GILLIS, AUSTIN	00413	05/20/2022	1761	471.96
GOLEMBIEWSKI, AUSTIN D	00563	05/20/2022	1762	1,571.11
GOLT, MICHAEL B	00431	05/20/2022	1763	424.39

GOOD, JEREMY M	00334	05/20/2022	1764	4,700.53
GRUBEN, JOHN E	00494	05/20/2022	1765	172.7
HAAN, WILLIAM A	00270	05/20/2022	1766	2,522.50
HAMILTON, MITCH A	00425	05/20/2022	1767	2,757.63
HAYES, WILLIAM T	00250	05/20/2022	1768	172.7
HELGREN, CURTIS	00476	05/20/2022	1769	1,844.73
•				· ·
HERNANDEZ, AUTUMN	00557	05/20/2022	1770	1,103.05
HEUER, CASEY	00552	05/20/2022	1771	1,920.43
HIGBY, ERIC M	00105	05/20/2022	1772	2,439.67
HORN, WENDY E	<u>00058</u>	05/20/2022	1773	1,689.32
HOWARD, CASEY	00555	05/20/2022	1774	3,496.39
HUDETZ, MICHAEL L	00422	05/20/2022	1775	1,375.08
HUERAMO, ROSE MARY	00415	05/20/2022	1776	1,574.00
INMAN, TERRENCE L	00148	05/20/2022	1777	2,413.14
ISLEY, TIMOTHY P	00249	05/20/2022	1778	2,345.96
JACKSON, CANDICE	00551	05/20/2022	1779	1,006.04
JACKSON, SYDNEY L	00562	05/20/2022	1780	· ·
•				1,652.25
JAKYMIW, JAMES M	00367	05/20/2022	1781	2,295.34
JOHNSON, TODD A	00069	05/20/2022	1786	2,981.05
JOHNSON, JARED	00048	05/20/2022	1783	1,702.35
JOHNSON, LEVI	00543	05/20/2022	1785	768.88
JOHNSON, BENJAMIN C	00166	05/20/2022	1782	2,099.69
JOHNSON, JEFFREY	00537	05/20/2022	1784	377.58
JONES, HAYDEN C	00567	05/20/2022	1787	194.03
KALTENBACH, JOHN L	00281	05/20/2022	1788	3,604.90
KELLER, DANIEL W	00211	05/20/2022	1789	3,449.87
KNIGHT, MICHELLE	00174	05/20/2022	1790	1,781.39
KOVACS, RYAN		' '		· ·
•	00384	05/20/2022	1791	1,784.17
KRAUSE, SARAH	00513	05/20/2022	1792	507.53
LANNING, ADAM	00392	05/20/2022	1793	3,276.33
LEWIS, JOSH R	00338	05/20/2022	1794	2,748.36
LUXTON, TOD	<u>00535</u>	05/20/2022	1795	2,040.49
MANNING, CASSIDY C	00424	05/20/2022	1796	2,317.16
MARTIN, RANDY L	00090	05/20/2022	1797	1,861.25
MCCOY, SEBASTIAN	00532	05/20/2022	1798	1,841.22
MCDERMOTT, THOMAS	00063	05/20/2022	1800	164.48
MCDERMOTT, DANIEL W	00038	05/20/2022	1799	118.08
MCGEE, LARRY	00565	05/20/2022	1801	256.96
MCGILL, MICHAEL	00462	05/20/2022	1802	104.88
•		' '		
MEDINE, JUSTIN	00487	05/20/2022	1803	2,053.03
MILLER, RYAN	00540	05/20/2022	1804	1,984.41
MILOS, KRISTOFER	00512	05/20/2022	1805	2,298.84
MITCHELL, ANGELA K	00163	05/20/2022	1806	248.93
MORRIS, MANDI R	00168	05/20/2022	1807	811.09
MOWRY, TROY	00324	05/20/2022	1808	3,041.96
MUELLER, JESSICA CM	00510	05/20/2022	1809	2,073.89
MULHOLLAND, JAY A	00442	05/20/2022	1810	2,538.35
MUSSELMAN, JEFFREY J	00200	05/20/2022	1811	2,144.01
NAMBO, LUISA	00273	05/20/2022	1812	1,799.35
OLSZEWSKI, BRITTANY	00546	05/20/2022	1813	654.69
OLSZEWSKI, ROBIN L	00373	05/20/2022	1814	1,502.52
OWEN, ALISON	00409	05/20/2022	1815	1,355.98
PATTERSON, PRISCILLA	00523	05/20/2022	1817	230.32
PAVIA, PETER	<u>00485</u>	05/20/2022	1818	1,853.94
PEARSON, ROGER	00522	05/20/2022	1819	248.93
PEASE, MICHELLE J	00222	05/20/2022	1820	2,480.47
PLAZA, JONATHAN	00524	05/20/2022	1821	2,272.09
PREWETT, ZACHARY	00327	05/20/2022	1822	4,209.20
RANGEL, DWAYNE	00455	05/20/2022	1823	2,274.89
RODABAUGH, AARON C	00213	05/20/2022	1824	2,251.72
ROGDE, ANDREW C	00410	05/20/2022	1825	1,660.74
ROGERS, CASSIE L	00202	05/20/2022	1826	1,901.72
ROGERS, JESSICA E	00530	05/20/2022	1827	1,619.35
SAWLSVILLE, DAVID W	00046	05/20/2022	1828	3,086.12
SCHABACKER, BRAD J	00348	05/20/2022	1829	1,721.58
SEDIG, MOLLY	00568	05/20/2022	1029	741.91
SESTER, JOSEPH R	00129	05/20/2022	1830	2,508.48
SHAFER, DUSTIN J	00480	05/20/2022	1831	2,735.25
SHAW-DICKEY, KATHRYN E		05/20/2022	1832	165.58
SMART, CLIFFORD A	00127	05/20/2022	1833	2,123.91
, JEH 1 JND A	0012/	00, 20, 2022	1000	2,123.31

SMITH, BETH A	00441	05/20/2022	1834	388.25
SMITH, CHESTER III	00234	05/20/2022	1835	2,448.30
SPANDET, BRANDON J	00561	05/20/2022	1836	452.29
SPEARS, NICHOLAS J	00362	05/20/2022	1837	1,777.08
STARR, GEOFFREY	00495	05/20/2022	1838	2,025.22
SULLIVAN, JAMEY A	00356	05/20/2022	1839	3,262.05
SUNESON, SARA L	00252	05/20/2022	1840	1,441.76
TESREAU, SAMUEL C	00276	05/20/2022	1841	3,411.36
THOMPSON, JENNIFER R	00364	05/20/2022	1842	2,521.28
TIMM, NATHAN K	00414	05/20/2022	1843	1,728.97
TOLIVER, BLAKE A	00205	05/20/2022	1844	2,684.60
TYSZKA, TIMOTHY L	00350	05/20/2022	1845	1,748.87
UNDERWOOD, JASON M	00217	05/20/2022	1846	3,528.16
UTECHT, MICHAEL	00493	05/20/2022	1847	525.62
VALDIVIESO, JOSHUA	00318	05/20/2022	1848	104.88
VANKIRK, COLTON	<u>00496</u>	05/20/2022	1849	2,019.82
VANVICKLE, ZECHARIAH	00548	05/20/2022	1850	1,922.79
VILLALOBOS, EDDIE V	00560	05/20/2022	1851	2,137.32
WARD, CURTIS W	00331	05/20/2022	1852	2,243.24
WATERS, SHANE A	00430	05/20/2022	1853	2,120.47
WEEKS, JOYCE L	00401	05/20/2022	1854	541.12
WILLIAMS, DAWSON	00517	05/20/2022	1855	2,464.99
WITTENBERG, MATTHEW E	00282	05/20/2022	1856	1,907.55
YOUNG, ABBY	00489	05/20/2022	1857	1,272.09
ZHE, JOHN W	00164	05/20/2022	1030	2,577.39

267,910.38



APPKT00512 - Exception Checks for RR Days

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

 Vendor Number
 Vendor Name
 Total Vendor Amount

 10252
 BECKER, ELLEN
 200.00

Payment Type Payment Number Payment Amount

Check 201482 05/19/2022 200.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>051022</u> Railroad Days Music 05/10/2022 05/10/2022 0.00 200.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 INC1117
 GITTLESON, SETH
 200.00

Payment Type Payment Number Payment Date Payment Amount

Check 201483 05/19/2022 200.00
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

 Payable Number
 Description
 Payable Date
 Discount Amount
 Payable Date
 Discount Amount
 Payable Amount

 051022
 Railroad Days Music
 05/10/2022
 05/10/2022
 0.00
 200.00

Vendor NumberVendor NameTotal Vendor Amount09565KETTLESON, TONY200.00

Payment Type Payment Number Payment Date Payment Amount

Check 201484
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>051022</u> Railroad Days Music 05/10/2022 05/10/2022 0.00 200.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 INC1119
 LYONS, MARK
 300.00

Payment Type Payment Number Payment Amount

Check <u>201485</u> 05/19/2022 300.00

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount051022Railroad Days Music05/10/202205/10/20220.00300.00

5/19/2022 5:28:34 PM Pi

APPKT00512 - Exce Section VI, Item 1.

# **Payment Summary**

			Payable	Payment		
Bank Code	Туре		Count	Count	Discount	Payment
Allocated Cash	Check		4	4	0.00	900.00
		Packet Totals:	4	4	0.00	900.00

5/19/2022 5:28:34 PM

APPKT00512 - Exce Section VI, Item 1.

# **Cash Fund Summary**

FundNameAmount91Cash Allocation-900.00

Packet Totals: -900.00

5/19/2022 5:28:34 PM



APPKT00513 - Check Run 05/23/22

01 - Vendor Set 01

**Total Vendor Amount** 

Bank: Allocated Cash - Allocated Cash	Bank:	Allocated	Cash -	Allocated	Cas
---------------------------------------	-------	-----------	--------	-----------	-----

**Vendor Name** 

Vendor Number	Vendor Name	Total Vendor Amount
09793	926 CUSTOM EMBROIDERY	310.00

03733	320 COSTON ENIBRODER		310.0
Payment Type	Payment Number	Payment Date	Payment Amount

rayment Type	rayment wan	Dei			rayillelit Date	rayment Amount
Check	201486				05/23/2022	310.00
Pavahle Num	her	Description	Pavable Date	Due Date	Discount Amount	Pavable Amount

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000875	Uniform Allison	05/16/2022	05/16/2022	0.00	84.00
000877	Misc Uniform Alterations	05/16/2022	05/16/2022	0.00	226.00

**Vendor Number Vendor Name Total Vendor Amount** 

ACOSTA, JOAQUIN 450.00 INC1116 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201487 05/23/2022 450.00 **Payable Date Discount Amount Payable Number** Description **Due Date Payable Amount** 

Cinco de Mayo - Mechanical Bull 05/16/2022 05/16/2022 450.00 051622 0.00

**Vendor Name Total Vendor Amount** Vendor Number

ADVANCED TURF SOLUTIONS 3,006.67 09604

**Payment Type Payment Number Payment Date Payment Amount** Check 201488 05/23/2022 3,006.67

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** SO1006700.1 chemicls/fertilizer 05/06/2022 05/06/2022 0.00 2,574.01

SO1006700.2 chemicals/fertilizer 05/06/2022 05/06/2022 432.66 0.00 **Vendor Number** 

06535 AIRGAS USA. LLC 608.39 **Payment Type Payment Number Payment Date Payment Amount** 

05/23/2022 Check 201489 608.39 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

03/12/2022 9122598101 Medical Oxygen 03/12/2022 0.00 462.42 03/31/2022 9987133464 Oxygen Cylinder Rental 03/31/2022 0.00 145.97

**Vendor Number** Vendor Name **Total Vendor Amount** 

ALARM DETECTION SYSTEMS, INC. 02664 134.79 **Payment Date Payment Type Payment Number Payment Amount** 

Check 201490 05/23/2022 134.79

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 05/08/2022 05/08/2022 46312-1048 June/July/Aug Alarm 0.00 134.79

**Vendor Number Vendor Name Total Vendor Amount** ALTORFER INDUSTRIES, INC 10151 2.772.18

**Payment Type Payment Number Payment Date Payment Amount** Check

201491 05/23/2022 2,772.18 **Payable Number Payable Date Due Date Discount Amount** Description **Payable Amount** 

PK620030860 Generator Maintenance- V Belt replace 05/10/2022 05/10/2022 0.00 2,772.18

**Vendor Number Vendor Name Total Vendor Amount** 

10663 AMAZON CAPITAL SERVICES 1,640.75 **Payment Date Payment Type Payment Number Payment Amount** 

Check 201492 05/23/2022 1.640.75 Description **Payable Date Discount Amount Payable Number Due Date Payable Amount** 14VC-3LY4-NWK4 Candy Bars - Railroad Park Resale 05/12/2022 05/12/2022 0.00 49.65 17DH-LGXF-7WMQ ST-LC Singlemode Fiber Patch Cables 05/14/2022 05/14/2022 0.00 20.97

19LD-F9YQ-HJ96 Headset 05/13/2022 05/13/2022 0.00 184.48 1H7N-X13R-W9G7 Sgt. Training Books 05/12/2022 05/12/2022 0.00 600.33

Payment Register					АРРКТ005	Section VI, Item 1.	2
1LFC-G41W-4	<u>FGM</u>	Toner & Check Stock	05/11/2022	05/11/2022	0.00	144.78	
<u>1M1G-L4WR-</u>	PH1K	Pens, Notepads, Webcam, Keyboard/Mouse Combo, Spkr	05/13/2022	05/13/2022	0.00	458.65	
<u>1P1G-CK97-Q</u>	KKG	Timer Light Switch	04/24/2022	04/24/2022	0.00	32.42	
1VC7-9RQN-9	<u>94LN</u>	webcam for Molly	05/11/2022	05/11/2022	0.00	149.47	
Vendor Number	Vendor Name					Total Vendor Amoun	
04452	ANDERSON, JA					185.6	3
Payment Type	Payment Numl	per			Payment Date	Payment Amount	
Check Payable Num	201493 hor	Description	Payable Date	Due Date	05/23/2022 Discount Amount	185.63 Payable Amount	
050322	ibei	Mileage & Parking Reimbursement	05/03/2022	05/03/2022	0.00	185.63	
<u>030322</u>		Willeage & Falking Neimbursement	03/03/2022	03/03/2022	0.00	183.03	
Vendor Number	Vendor Name					Total Vendor Amoun	t
01850	ANIXTER, INC					1,880.3	8
Payment Type	Payment Numl	ber			Payment Date	Payment Amount	
Check	201494				05/23/2022	1,880.38	
Payable Num	ber	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5310976-00		Minor Material Invenetry	05/12/2022 05/16/2022	05/12/2022	0.00 0.00	759.05	
5313859-00		Minor Material Invenotry	03/16/2022	05/16/2022	0.00	1,121.33	
Vendor Number 00124	Vendor Name AUTO ZONE					Total Vendor Amoun	
Payment Type	Payment Numl	her			Payment Date	Payment Amount	-
Check	201495				05/23/2022	324.01	
Payable Num		Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2660516406		Auto Zone Battery	04/08/2022	04/08/2022	0.00	180.59	
2660517620		DEF Fluid	04/10/2022	04/10/2022	0.00	37.18	
2660518654		Auto Zone Washing and Blades	04/13/2022	04/13/2022	0.00	106.24	
Vendor Number	Vendor Name					Total Vendor Amoun	it
00936	BANK OF NEW	YORK				750.0	0
Payment Type	Payment Numl	ber			Payment Date	Payment Amount	
Check	<u>201496</u>				05/23/2022	750.00	
Payable Num	ber	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>252-2468741</u>		Paying Agent Fee Quiet Zone Debt Certificates	05/10/2022	05/10/2022	0.00	750.00	
Vendor Number 09831	Vendor Name BARBECK COM	MUNICATIONS				Total Vendor Amoun	
Payment Type	Payment Numl				Payment Date	Payment Amount	,
Check	201497				05/23/2022	584.00	
Payable Num		Description	Payable Date	Due Date	Discount Amount		
141001184-1		Radio Batteries	05/12/2022	05/12/2022	0.00	584.00	
Vendor Number	Vendor Name					Total Vendor Amoun	
08146	BECK, JOHN	h				191.3	/
Payment Type	Payment Numl	per .			Payment Date	Payment Amount	
Check Payable Num	201498 her	Description	Payable Date	Due Date	05/23/2022 Discount Amount	191.37	
050922	ive!	Mileage / meals	05/09/2022	05/09/2022	0.00	Payable Amount 191.37	
		- ·					
Vendor Number	Vendor Name					Total Vendor Amoun	
08500	BEERY, RYAN					180.6	3
Payment Type	Payment Numl	Der			Payment Date	Payment Amount	
Check	201499				05/23/2022	180.63	

5/23/2022 1:04:39 PM Pag

Payable Date

05/16/2022

**Due Date** 

05/16/2022

Payable Number

051622

Description

Beery Boot Reimbursement

180.63

Discount Amount Payable Amount

0.00

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

178.00

00892 **BIG JOHN** Payment Type **Payment Number** 

**Payment Date** 

**Payment Amount** 

Check 201500

05/23/2022 **Payable Date Due Date** 

05/05/2022

**Due Date** 

04/04/2022

04/11/2022

**Due Date** 

**Due Date** 

**Due Date** 

05/06/2022

05/06/2022

04/30/2022

05/13/2022

05/05/2022

**Payable Date** 

04/04/2022

04/11/2022

**Payable Date** 

05/11/2022

**Payable Date** 

05/13/2022

Payable Date

04/30/2022

178.00

Payable Number Description PS448058 Scheduled Empty/Replace Rental Unit **Discount Amount** 

**Payable Amount** 

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

178.00

06051 **BOUND TREE MEDICAL** 

> **Payment Date Payment Amount**

**Payment Type Payment Number** Check 201501

05/23/2022

0.00

0.00

690.24

690.24

101.81

**Payable Number** Description 84471742 Glucose Gel 84481859 N95 Masks

**Discount Amount Payable Amount** 0.00 20.37

Vendor Number Vendor Name **Total Vendor Amount** 

669.87

10906 BRIDGESTONE GOLF, INC.

**Payment Date Payment Amount** 

**Payment Type Payment Number** Check 201502

05/23/2022 101.81

**Payable Number** Description INV-1003082253 golf balls

**Due Date Discount Amount Payable Amount** 05/11/2022 101.81 0.00

**Vendor Number Vendor Name**  **Total Vendor Amount** 

BRUNS CONSTRUCTION, INC. 04449

1,050.00 **Payment Date Payment Amount** 

**Payment Type Payment Number** 

0.00

Check 201503 05/23/2022

1,050.00

Payable Number Description **Discount Amount** 

**Payable Amount** 

10226 Block removal at Hickory Grove Site 0.00 1,050.00

**Vendor Number Vendor Name**  **Total Vendor Amount** 455.00

**CAMPION, BARROW & ASSOCIATES Payment Type Payment Number** 

**Payment Date Payment Amount** 

Check 201504 05/23/2022 455.00

**Payable Number** Description **Discount Amount Payable Amount** 

031527 Golembiewski Testing

**Vendor Name** 

455.00 **Total Vendor Amount** 

**Vendor Number** CINTAS 09112

372 20

**Payment Number Payment Date Payment Type Payment Amount** Check 201505 05/23/2022 372.20 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 04/25/2022 4117462071 Shop rags/Floor Mats/Mops 04/25/2022 0.00 50.63

4118829019 Shop Rags/Floor Mats/Mops 05/09/2022 05/09/2022 0.00 30.96 4119127685 Rug rental 05/11/2022 05/11/2022 0.00 76.42 4119127801 Floor Mats/lab Coats- water 05/11/2022 05/11/2022 0.00 67.49 411927875 Floor Mats/Shop Towels 05/11/2022 05/11/2022 0.00 146.70

**Vendor Number Vendor Name**  **Total Vendor Amount** 3.682.28

CORE & MAIN LP 09673 **Payment Number Payment Type** 

**Payment Date Payment Amount** 

201506 Check

05/23/2022 3,682.28

**Payable Number** Description Q786229 Gaskits/Fittings for Well 4 **Discount Amount Payable Amount** 0.00 2,757.28

0.00

Q817462 Storm sewer frames

925.00

**Vendor Number Vendor Name** 08705 CRAWFORD, ERIK **Total Vendor Amount** 49.39

**Payment Type Payment Number** 

**Payment Date Payment Amount** 05/23/2022 49.39

**Due Date Discount Amount Payable Amount** 49.39

Check 201507

**Payable Number** 050922

Description Meals

**Payable Date** 05/09/2022 05/09/2022 0.00

**Payable Date** 

05/06/2022

05/06/2022

Section VI, Item 1. APPKT005

05/23/2022

05/23/2022

**Vendor Number Vendor Name** 

CRESCENT ELECTRIC SUPPLY

1,196.47 **Payment Date Payment Amount** 

895.00

7.267.00

6,474.66

**Total Vendor Amount** 

1.196.47

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

6,474.66

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

400.00

0.00

5.365.86

2.000.00

900.00

895.00

00143 **Payment Type Payment Number** 

201508 Check

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** 5" PVC /PVC Cement S510293201.001 05/13/2022 05/13/2022 0.00 1,196.47

**Vendor Number Vendor Name** 

INC1122 DEFENSE TECHNOLOGY, LLC

**Payment Number Payment Date Payment Amount** 

Check 201509

**Payment Type** 

Payable Number Description **Payable Date Due Date Discount Amount Pavable Amount** 05/13/2022 05/13/2022 0.00 895.00

93447 4 day less-lethal training

**Vendor Number** Vendor Name

**DINGES FIRE COMPANY** 04118

**Payment Type Payment Number Payment Date Payment Amount** Check 201510 05/23/2022 7,267.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

27874 Class A Firefighting Foam 04/13/2022 04/13/2022 0.00 950.00 28046 Firefighting Turnout Gear 04/18/2022 04/18/2022 0.00 5,300.00 28100 Firefighting Foam 04/20/2022 04/20/2022 0.00 1,017.00

**Vendor Number Vendor Name** 

10428 **ENTERPRISE FM TRUST** 

> **Payment Date Payment Amount**

**Payment Number Payment Type** Check 201511 05/23/2022

**Due Date Payable Number** Description **Payable Date Discount Amount Payable Amount** 6,474.66 FBN4454850 05/04/2022 05/04/2022 **Enterprise Leasing** 0.00

**Vendor Number Vendor Name** 

**FEDEX** 

**Payment Number Payment Date Payment Amount Payment Type** 05/23/2022 5.90

Check 201512

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Late Fee from Kenzley Title Group 04/27/2022 04/27/2022 9-624-23119 0.00 5.90

Vendor Number **Vendor Name** 

FERGUSON WATERWORKS #2516 03334

**Payment Type Payment Number Payment Date Payment Amount** 05/23/2022 5,365.86

Check 201513

> **Payable Date Payable Number** Description **Due Date Discount Amount Payable Amount** 0419965-4 2 mach 10 cf 10 LL 05/12/2022 05/12/2022 0.00 5,365.86

**Vendor Number Vendor Name** 

FLAGG TWP MUSEUM & HISTORICAL SOCIETY 01775

**Payment Number Payment Date Payment Type Payment Amount** 05/23/2022 2.000.00

Check 201514

**Payable Date Discount Amount Payable Number** Description **Due Date Payable Amount** 

Museum Quarterly Contribution 05/15/2022 05/15/2022 2,000.00 05152022 0.00

**Vendor Number Vendor Name** 

051322

5/23/2022 1:04:39 PM

04147 FLAGG-ROCHELLE PARK DISTRICT **Payment Type Payment Number Payment Date Payment Amount** 

National Night Out and Movie in the Park Deposit

05/23/2022 Check 201515 500.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Community Swim Night 05/17/2022 05/17/2022 500.00 **COMSWIM22-CITY** 0.00

Check 201516

05/23/2022 400.00 Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 

05/13/2022

05/13/2022

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

FRIDAY, MARGARET

**Total Vendor Amount** 

**Total Vendor Amount** 

21.95

**Total Vendor Amount** 

**Total Vendor Amount** 

92.40

**Payment Amount** 

40.00

10163 **Payment Type Payment Number** 

> Check 201517

05/23/2022 40.00

**Payment Date** 

Payable Number

**Discount Amount** Description **Payable Date Due Date Payable Amount** Cel Phone Reimbursement - PFriday 05/16/2022 05/16/2022 0.00 40.00 051622

**Payable Date** 

04/27/2022

04/27/2022

**Payable Date** 

**Payable Date** 

05/16/2022

**Due Date** 

04/27/2022

04/27/2022

**Due Date** 

**Due Date** 

05/16/2022

**Vendor Number Vendor Name** 

09020 **GOLF MAX Payment Type Payment Number** 

521.61 **Payment Date Payment Amount** 

Check 201518

> **Payable Number** Description SI-340469 golf grips SI-340470 regripping solution

05/23/2022 521.61 **Discount Amount Payable Amount** 0.00 499.66

0.00

05/23/2022

**Payment Date** 

05/23/2022

**Discount Amount** 

05/23/2022

Vendor Number Vendor Name

INC1124 GRIFFIN, GERALD

92.40 **Payment Date Payment Amount** 

**Payment Type Payment Number** Check 201519

> **Payable Date Due Date Discount Amount Payable Amount** 05/10/2022 05/10/2022 0.00

**Payable Number** Description

051022 Ambulance Refund - G Griffin 92.40

**Vendor Number Vendor Name** 

00493 **GROVERS SERVICES, LLC** 

5,340.00 **Payment Date Payment Amount** 

**Payment Type Payment Number** Check 201520

Payable Number

Description

05/23/2022 5,340.00 **Discount Amount Payable Amount** 

051622 Tree Trimming week of May 9th/ landscaping 05/16/2022 05/16/2022 0.00 5,340.00

**Vendor Number Vendor Name HELM SERVICE** 10698

**Total Vendor Amount** 1,314.63 **Payment Amount** 

1,314.63

3,750.00

**Payment Number Payment Type** 

Check

05/23/2022 Description **Payable Date Due Date Discount Amount Payable Amount** 

**Payable Number** FRE133430 City Hall HVAC 05/01/2022 05/01/2022 0.00

1,314.63 **Total Vendor Amount** 

**Vendor Number** Vendor Name

**HEWITT & WAGNER, ATTORNEYS AT LAW** 08060

3.750.00 **Payment Date Payment Amount** 

**Payment Number Payment Type** Check 201522

> **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 050122 Legal 05/01/2022 05/01/2022 0.00 3,750.00

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

00837 HIGBY, ERIC

40.00 **Payment Type Payment Number Payment Date Payment Amount** 201523 Check 05/23/2022 40.00

Payable Number Description Cel Phone Reimbursement - Higby 051622

0.00 40.00

**Payable Amount** 

**Vendor Number Vendor Name** 

01089 **HUB-REMSEN PRINT GROUP Payment Type Payment Number** 

296.37 **Payment Date Payment Amount** 

**Total Vendor Amount** 

296.37

201524 Check

Payable Number **Payable Date Due Date Discount Amount** Description **Payable Amount** 7014 **Substation Event Banner** 05/12/2022 05/12/2022 0.00 75.00 7052 **Community Cash Tickets** 05/17/2022 05/17/2022 0.00 221.37

5/23/2022 1:04:39 PM

17

**Vendor Number** 

09953

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

250.00

Payment Type **Payment Number**  **Payment Date** 05/23/2022

0.00

**Payment Amount** 

201525 Check Payable Number

**Payable Date Due Date** 05/01/2022 05/01/2022 **Discount Amount Payable Amount** 

250.00

250.00

Monthly Invoice 16735347

**Vendor Number Vendor Name** 

02878 IL CITY/COUNTY MANAGEMENT ASSOC **Payment Number** 

**Vendor Name** 

IKANO DSL

**Payment Date Payment Amount** 

Check

**Payment Type** 

051622

05/23/2022

0.00

**Total Vendor Amount** 

232.25

201526

232.25

**Payable Date Due Date Discount Amount**  **Payable Amount** 

Payable Number

Description **ILCMA Membership - JTHOMPSON** 05/16/2022

232.25

**Vendor Number** 09762

Vendor Name IL PUBLIC RISK FUND

**Payment Date** 

**Total Vendor Amount** 21.414.00

**Payment Type** 

**Payment Number** 

**Payment Amount** 

Check 201527

**Payable Date** 

04/30/2022

05/16/2022

05/23/2022 21,414.00

**Payable Number** 

Description

Description

**Due Date** 

**Discount Amount Payable Amount** 

75486

July 2022 IPRF Monthly

05/13/2022 05/13/2022 0.00 21,414.00

**Vendor Number** 

03285

**Vendor Name** IL STATE POLICE

0.00

**Total Vendor Amount** 28.25 **Payment Amount** 

**Payment Type** 

**Payment Number** 

**Payment Date** 

28.25

Check

201528

**Payable Date Due Date** 

04/30/2022

05/09/2022

05/09/2022

05/12/2022

05/17/2022

05/23/2022 **Discount Amount Payable Amount** 

**Payable Number** 043022

Per-Employment Screening

Description

28.25

**Vendor Number** 

**Vendor Name** 

**Total Vendor Amount** 2,092.17

10400

ISLEY, TIM **Payment Number** 

**Payment Date** 

**Payment Amount** 

**Payment Type** 

201529

05/23/2022

2,092.17

Check Payable Number

**Payable Date Due Date Discount Amount** 05/09/2022 05/09/2022

05/09/2022

05/09/2022

**Payable Amount** 

050922 050922-1 Description Reimbursement - Landfill Course

Reimbursement - Travel

0.00

0.00

1,103.01 989.16

**Vendor Number** 

Vendor Name

**Total Vendor Amount** 

07208

JAMES G. AHLBERG

**Payment Date** 

105.00

**Payment Type** 

**Payment Number** 

**Payment Amount** 

Check

Description

05/23/2022

105.00

**Payable Number** 

2797

201530

**Payable Date Due Date**  **Discount Amount** 

0.00

**Payable Amount** 105.00

Court Hearings, Review Police Reports

**Vendor Number** 

**Vendor Name** 

**Total Vendor Amount** 

05282

JOHNSON TRACTOR

**Payment Date** 

153.27

**Payment Type** 

**Payment Number** 

05/23/2022 Discount Amount **Payment Amount** 

Check

201531

153.27

IR78423

Description Primer bulb for partner saw **Payable Date Due Date** 05/11/2022 05/11/2022

05/12/2022

05/17/2022

**Payable Amount** 9.89

103.38

40.00

IR78510 IR78871

**Vendor Name** 

**Total Vendor Amount** 

**Vendor Number** 

KARA COMPANY, INC. **Payment Number** 

**Payment Date** 

0.00

0.00

0.00

0.00

1,520.00 **Payment Amount** 

**Payment Type** Check

201532

**Due Date** 

05/23/2022 **Discount Amount**  1,520.00

Payable Number

Payable Number

Description

GIS/GPS software for Casey's collector

Oil / filter for new exmark mower

**Payable Date** 05/09/2022 05/09/2022

**Payable Amount** 1,520.00

5/23/2022 1:04:39 PM

366880

EZ reach grabber

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

LAUTERBACH & AMEN, LLP

**Total Vendor Amount** 

5,240.00

08147 **Payment Type Payment Number** 

**Payment Date Payment Amount** Check 201533 05/23/2022 5.240.00

Payable Number **Due Date Discount Amount Payable Amount** Description **Payable Date** 66603 OPEB report for audit 05/10/2022 05/10/2022 0.00 900.00 05/10/2022 66604 Police Pension Actuary Report 05/10/2022 0.00 2,170.00 66605 Fire Pension Actuary Report 05/10/2022 05/10/2022 0.00 2,170.00

**Vendor Number** Vendor Name

LEE JENSEN SALES CO INC 02285

**Total Vendor Amount** 

Payment Type **Payment Number Payment Date Payment Amount** Check 201534 05/23/2022 400.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

0007249-02 3 Cyd Stone Saver 36x48x92 05/11/2022 05/11/2022 0.00 400.00

**Vendor Number Vendor Name** 

LEXISNEXIS RISK DATA MANAGEMENT INC. 03434

**Total Vendor Amount** 150.00

**Total Vendor Amount** 

**Total Vendor Amount** 

**Payment Type Payment Number Payment Date Payment Amount** Check 201535 05/23/2022 150.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

04/30/2022 1026473-20220430 **Lexis Nexis Access** 04/30/2022 0.00 150.00

**Vendor Number Vendor Name Total Vendor Amount** 2,000.00

02910 LINCOLN HWY HERITAGE FESTIVAL **Payment Number** 

**Payment Date Payment Amount** 

Check 201536 05/23/2022 2,000.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

2,000.00 0.00

Heritage Festival RMU Sponsorship 05/18/2022 05/18/2022 051822

**Vendor Number Vendor Name** 10269

**Payment Type** 

MARCO 103.79

**Payment Number Payment Date Payment Amount Payment Type** Check 201537 05/23/2022 103.79

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Copier Rental 04/04/2022 04/04/2022 103.79 31383389 0.00

**Vendor Name Vendor Number** 

MCDONAGH DEMOLITION INC1013

46,188.00 **Payment Date Payment Amount** 

**Payment Type Payment Number** Check 201538 05/23/2022 46,188.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

22007.4 Demo of Hickory Grove 04/28/2022 04/28/2022 0.00 46,188.00

**Vendor Number Vendor Name Total Vendor Amount** 01726 MIDWEST MAILWORKS. INC 124.72

**Payment Number Payment Date Payment Type Payment Amount** 

201539 05/23/2022 Check 124.72 Description **Payable Date Due Date Discount Amount Payable Number Payable Amount** 

0.00 236534 05/12/2022 05/12/2022 complete mailroom services 124.72

**Vendor Number Vendor Name Total Vendor Amount MOTOROLA SOLUTIONS - STARCOM** 01641 1,088.00

**Payment Type Payment Number Payment Date Payment Amount** Check

05/23/2022 201540 1,088.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

Motoroa Starcom Dues 6515520220401 05/01/2022 05/01/2022 0.00 1,088.00

**Vendor Name** 

201548

**Payment Number** 

**OSF ST ANTHONY MEDICAL CENTER** 

Description

ACLS/PALS Recert

Vendor Number

Check

**Payment Type** 

**Payable Number** 

10300-22-3169

Section VI, Item 1. **Payment Register** APPKT005 **Vendor Number Vendor Name Total Vendor Amount** 00415 NAPA AUTO PARTS ROCHELLE 530.78 **Payment Type Payment Number Payment Date Payment Amount** 201541 Check 05/23/2022 285.78 **Payable Number** Description **Discount Amount Payable Date Due Date Payable Amount** Oil Dry 04/07/2022 04/07/2022 0.00 233.80 26937 27955 **DEF Fluid** 04/21/2022 04/21/2022 0.00 51.98 Check 201542 05/23/2022 245.00 **Payable Number** Description **Pavable Date Due Date Discount Amount Pavable Amount** 029198 Jump Starter 05/10/2022 05/10/2022 0.00 245.00 Vendor Name **Total Vendor Amount** Vendor Number 3,535.49 NEENAH FOUNDRY COMPANY INFRASTRUCTURE 00424 **Payment Date Payment Type Payment Number Payment Amount** Check 201543 05/23/2022 3,535.49 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Frame/Lid manhole covers 05/05/2022 05/05/2022 3,535.49 452353 0.00 **Vendor Number Vendor Name Total Vendor Amount** NICOR 01659 153.55 **Payment Number Payment Date Payment Amount Payment Type** Check 201544 05/23/2022 153.55 **Payable Date Discount Amount Payable Number** Description **Due Date Payable Amount** 05/12/2022 05/12/2022 42790561023-051222 pro shop nicor 0.00 153.55 **Vendor Number Vendor Name Total Vendor Amount** 08102 NORTHERN IL AMBULANCE BILLING, INC. 6,902.72 **Payment Number Payment Date Payment Amount Payment Type** 05/23/2022 6,902.72 Check 201545 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 05/01/2022 20122-04 April ambulance billing charges 05/01/2022 0.00 6,902.72 Vendor Number Vendor Name Total Vendor Amount NORTHERN ILLINOIS DISPOSAL SVCS 38.879.51 07379 **Payment Type Payment Number Payment Date Payment Amount** Check 201546 05/23/2022 38,879.51 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 05/01/2022 05/01/2022 0.00 34,725.94 21360771T086 Disposal Service 20 yd Dumpster empty/replace - waste water 05/01/2022 05/01/2022 0.00 3,200.00 21360860T086 21360862T086 1015 S Caron Rd- Dumpster empty/replace 05/01/2022 05/01/2022 0.00 196.60 700 2nd ave- Dumpster empty/replace 05/01/2022 05/01/2022 0.00 263.91 21361346T086 20 yd Dumpster empty/replace - water 05/01/2022 05/01/2022 0.00 284.16 21363073T086 700 2nd ave- Dumpster empty/replace 05/01/2022 05/01/2022 0.00 70.91 21363074T086 Street dept. recycle 05/01/2022 05/01/2022 0.00 34.55 21363076T086 21363077T086 City Hall Recycling 05/01/2022 05/01/2022 0.00 51.72 Monthly Trash Collection Tech Center #450872-012 05/01/2022 05/01/2022 0.00 21363078T086 51.72 **Vendor Number Vendor Name Total Vendor Amount** INC1111 **OGLE COUNTY** 9,268.00 **Payment Date Payment Type Payment Number Payment Amount** Check 201547 05/23/2022 9,268.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 050322 Central Square CAD Contract 05/03/2022 05/03/2022 0.00 9,268.00

**Payable Date** 

04/22/2022

**Due Date** 

04/22/2022

5/23/2022 1:04:39 PM

**Total Vendor Amount** 

100.00

**Payment Amount** 

100.00

**Payable Amount** 

**Payment Date** 

0.00

05/23/2022

**Discount Amount** 

100.00

APPKT005 Section VI, Item 1.

**Total Vendor Amount** 

**Total Vendor Amount** 

38.00

Vendor Number Vendor Name
05859 P.F. PETTIBONE 8

P.F. PETTIBONE & CO.

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201549
 05/23/2022
 38.00

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount182133Pettibone Uniform04/27/202204/27/20220.0038.00

Vendor Number Vendor Name

136539

INC1010 PACE ANALYTICAL SERVICES, LLC 276.44

Payment Type Payment Number Payment Date Payment Amount

Check <u>201550</u> 05/23/2022 276.44

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount19511572Total Phosphate/Total Nitrogen05/17/202205/17/20220.00276.44

Vendor Number Vendor Name Total Vendor Amount

INC1110 PEST CONTROL CONSULTANTS ILLINOIS 105.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201551
 05/23/2022
 105.00

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

 370885
 Pest Control Fire Station
 04/28/2022
 04/28/2022
 0.00
 50.00

 370900
 PD Pest Control
 04/28/2022
 04/28/2022
 0.00
 55.00

Vendor Number Vendor Name Total Vendor Amount

 09011
 PETERSON, JOHNSON & MURRAY
 14,042.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check 201552 05/23/2022 14.042.00 **Payable Number Payable Date Due Date Discount Amount** Description **Payable Amount** 136532 GENERAL MUNICIPAL MATTER LEGAL SERVICES 05/16/2022 05/16/2022 0.00 2,856.00 **ELECTRIC LEGAL SERVICES** 0.00 136533 05/16/2022 05/16/2022 1,282.50 136534 AIRPORT LEGAL SERVICES 05/16/2022 05/16/2022 0.00 1,192.50 136535 RAILROAD LEGAL SERVICES 05/16/2022 05/16/2022 0.00 225.00 DOWNTOWN TIF LEGAL SERVICES 05/16/2022 05/16/2022 810.00 136536 0.00 NORTHERN GATEWAY TIF LEGAL SERVICES 05/16/2022 05/16/2022 742.50 136537 0.00 136538 SOLAR PROJECT LEGAL SERVICES 05/16/2022 05/16/2022 0.00 147.00

05/16/2022

05/16/2022

0.00

6,786.50

Vendor Number Vendor Name Total Vendor Amount

**GENERAL LABOR & EMPLOYMENT LEGAL EXPENSES** 

 00693
 PETTY CASH - POLICE DEPT
 56.58

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check 201553 05/23/2022 56.58

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount050922Lunches during uniform fittings05/09/202205/09/20220.0056.58

Vendor Number Vendor Name Total Vendor Amount

01154 PRESCOTT BROS. FORD 166.54

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201554
 05/23/2022
 166.54

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

Payable Number Description Payable Date Due Date Discount Amount Payable Amount 83692 Oil/Filter Change 1F20 04/21/2022 04/21/2022 0.00 166.54

Vendor Number Vendor Name Total Vendor Amount

 INC1120
 PYROTECNICO FIREWORKS INC
 19,000.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

201555 05/23/2022 19,000.00 Check **Payable Date Due Date Discount Amount Payable Amount Payable Number** Description 051322 Annual Fireworks Display 05/13/2022 05/13/2022 0.00 19,000.00

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

150.60

**Vendor Number Vendor Name** 

08908 R&R PRODUCTS, INC. **Payment Type** 

**Payment Number Payment Date Payment Amount** 201556 05/23/2022

Check 150.60 Payable Number **Payable Date Due Date Discount Amount** Description **Payable Amount** 05/09/2022 05/09/2022 0.00 150.60 CD2671588 tee towels

**Vendor Number Vendor Name Total Vendor Amount** 

01642 RAY O'HERRON CO. INC 1,429.17

**Payment Type Payment Number Payment Date Payment Amount** 05/23/2022 Check 201557 1,429.17

Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 2193342 Jackson Uniforms OHerron 05/07/2022 05/07/2022 0.00 147.98 2194005 Rodabaugh Uniform 05/11/2022 05/11/2022 0.00 1.029.01

Jackson Uniforms 0.00 2194937 05/16/2022 05/16/2022 252.18

**Vendor Number Vendor Name Total Vendor Amount** 

RK DIXON CO. 00496 262.90 **Payment Type Payment Number Payment Date Payment Amount** Check 201558 05/23/2022 262.90

**Payable Number Payable Date Due Date Discount Amount Payable Amount** Description 05/03/2022 05/03/2022 IN3561653 **RK Dixon Copier Contract** 0.00 97.60

05/11/2022 05/11/2022 IN3578683 City Hall Copier Contract 0.00 165.30

Vendor Number **Vendor Name Total Vendor Amount** 10207 ROCHELLE ACE HARDWARE 387.24

**Payment Number Payment Date Payment Type Payment Amount** Check 05/23/2022 20.36

Description **Payable Number Payable Date Due Date Discount Amount Payable Amount** 043022-FIRE2 **Building Maint. Supplies** 04/30/2022 04/30/2022 0.00 20.36 366.88 Check 05/23/2022

201560 **Payable Number** Description **Payable Date Due Date** Discount Amount **Payable Amount** 

043022-FIRE Building and Lawn Maint. Supplies 04/30/2022 04/30/2022 0.00366.88

**Vendor Number Vendor Name Total Vendor Amount** 00294 SECURITY LOCK INC. 8.036.00

**Payment Type Payment Number Payment Date Payment Amount** 

201561 05/23/2022 8,036.00 Check **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

13289 trilogy Key pad Locks - Johnson Tractor Bldg 05/17/2022 05/17/2022 0.00 8,036.00

**Vendor Number Vendor Name Total Vendor Amount** 

08820 SESTER, JOSEPH 29.92 **Payment Date Payment Type Payment Number Payment Amount** 

Check 201562 05/23/2022 29.92

Payable Number **Discount Amount Payable Date Due Date Payable Amount** Description

05/03/2022 05/03/2022 29.92 Joe Sester Uniform Reimbursement 0.00 050322

**Vendor Number Vendor Name Total Vendor Amount** SPEARS, NICHOLAS 07854 148.86

**Payment Type Payment Number Payment Date Payment Amount** 05/23/2022 Check 201563 148.86

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Meals 05/09/2022 05/09/2022 0.00 148.86 050922

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name Total Vendor Amount** 683.40

INC1061 SUNBELT SOLOMON SERVICES, LLC

**Payment Type Payment Number Payment Date Payment Amount** Check 201564 05/23/2022 683.40

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** Tar Filled Bushings 05/10/2022 05/10/2022 0.00 683.40 360127

**Vendor Number Vendor Name** 

**Total Vendor Amount** 10977 SUNBELT TRANSFORMER, LTD 22,000.00

**Payment Type Payment Number Payment Date Payment Amount** 

05/23/2022 Check 201565 22,000.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 10 MVA Substation Transformer Rental 22,000.00 CD970083667 05/13/2022 05/13/2022 0.00

**Vendor Number** Vendor Name **Total Vendor Amount** 

TESTING SERVICE CORPORATION 1.263.00 05370 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201566 05/23/2022 1,263.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** IN123179 Engineering service for materials testing14th St 04/30/2022 04/30/2022 0.00 1,263.00

**Vendor Number Vendor Name Total Vendor Amount** 

THOMPSON, JENNIFER 05630 224.35 **Payment Type Payment Number Payment Date Payment Amount** 

05/23/2022 Check 201567 224.35 **Payable Number Payable Date Due Date Discount Amount** 

Description **Payable Amount** Mileage J Thompson - Muni Mgmt Asst Conference 05/11/2022 05/11/2022 0.00 051122 64.35 051122-1 Cellphone Reimb - J Thompson 05/11/2022 05/11/2022 0.00 160.00

**Vendor Number Vendor Name Total Vendor Amount** 

TURNER, DEBBIE 1,340.00 **Payment Date Payment Type Payment Number Payment Amount** 

Check 201568 05/23/2022 1,340.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

2584 JANITORIAL SERVICES 05/15/2022 05/15/2022 0.00 1,340.00

**Vendor Number Vendor Name Total Vendor Amount** UNIFORM DEN EAST, INC. 954 39 05320

**Payment Number Payment Date Payment Type Payment Amount** 

Check 201569 05/23/2022 954.39

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 79298 Sester Uniforms 05/11/2022 05/11/2022 0.00 954.39

**Vendor Number Vendor Name Total Vendor Amount** 00991 **USA BLUEBOOK** 382.90

**Payment Number Payment Date Payment Amount Payment Type** 201570 Check 05/23/2022 382.90 **Discount Amount Payable Number** Description **Payable Date Due Date Payable Amount** 

05/10/2022 05/10/2022 0.00 352.16 973743 Hach Dissolved Iron Chem Key 973830 Hach Dissolved Iron Chem Key 05/10/2022 05/10/2022 0.00 30.74

**Vendor Number Vendor Name Total Vendor Amount** 

01104 **VERIZON WIRELESS** 79.10 **Payment Type Payment Number Payment Date Payment Amount** Check 201571 05/23/2022 79.10

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 9904614935 Verizon 04/20/2022 04/20/2022 0.00 79.10

**Payment Type** 

Section VI, Item 1.

APPKT005 **Total Vendor Amount** 

**Vendor Number Vendor Name** 

00635 VIKING CHEMICAL COMPANY

**Payment Number** 

**Payment Date Payment Amount** 05/23/2022 79.75

**Payment Date** 

**Payment Date** 

05/23/2022

Check 201572

Payable Number	Description	Payable Date	Due Date	<b>Discount Amount</b>	Payable Amount
128479	Sodium Hypochlorite	05/11/2022	05/11/2022	0.00	550.00
128480	Sodium Hypochlorite	05/11/2022	05/11/2022	0.00	420.00
<u>128481</u>	Sodium Hypochlorite	05/11/2022	05/11/2022	0.00	550.00
128722	Chlorine	05/16/2022	05/16/2022	0.00	-1.440.25

Vendor Number **Vendor Name** 

00663 WESCO RECEIVABLES CORP **Total Vendor Amount** 1,664.00

**Total Vendor Amount** 

**Payment Amount** 

79.75

**Payment Type Payment Number** 

Check 201573

05/23/2022 1,664.00 **Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date** 05/11/2022 Salisbury Gloves 05/11/2022 208.00 520293 0.00 520294 Salisbury Gloves/sleeves 05/11/2022 05/11/2022 0.00 1,456.00

**Vendor Number Vendor Name** 

10553 **WEX BANK** 

1,716.28 **Payment Date Payment Amount** 

**Payment Type Payment Number** 

Check 201574

05/23/2022 1,716.28 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** APRIL22-FIRE 04/23/2022 04/23/2022 Fuel 0.00 1,716.28

**Vendor Number** Vendor Name

10385 WHITTAKER CONSTRUCTION & EXCAVATING

**Total Vendor Amount** 311,425.83 **Payment Amount** 

311,425.83

**Payment Number Payment Type** 

Check 201575

**Payable Date Payable Number** Description **Due Date Discount Amount** 04/30/2022 04/30/2022

2031K004-PAYREQUEST#12 Ritchie Rd Sub Milestone Completions

**Payable Amount** 0.00 311,425.83

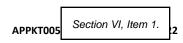
**Vendor Number Vendor Name** 

00828 WILLETT, HOFMANN & ASSOC., INC **Total Vendor Amount** 6,667.31

**Payment Type Payment Number** 

Check 201576 **Payment Date Payment Amount** 05/23/2022 6,667.31

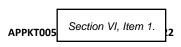
Description **Payable Date Due Date Discount Amount Payable Number Payable Amount** Hickory Grove Demo 05/04/2022 05/04/2022 0.00 6,667.31 31276



# **Payment Summary**

			Payable	Payment		
Bank Code	Туре		Count	Count	Discount	Payment
Allocated Cash	Check		145	91	0.00	588,166.68
		Packet Totals:	145	91	0.00	588,166.68

5/23/2022 1:04:39 PM Page



# **Cash Fund Summary**

FundNameAmount91Cash Allocation-588,166.68

Packet Totals: -588,166.68

5/23/2022 1:04:39 PM Page



APPKT00532 - Check Run 05/31/22

01 - Vendor Set 01

**Total Vendor Amount** 

39.15

3.319.89

**Bank:** Allocated Cash - Allocated Cash

 Vendor Number
 Vendor Name
 Total Vendor Amount

 09293
 AIRCRAFT DYNAMICS CORPORATION
 244.91

Payment Type Payment Number Payment Amount

Payment Type Payment Number Payment Date Payment Amount
Check 201577 05/31/2022 244.91

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

123446 Barracuda Drill Bits 18x13/16 05/18/2022 05/18/2022 0.00 244.91

Vendor Number Vendor Name

10663 AMAZON CAPITAL SERVICES 3,171.45

 Payment Type
 Payment Number
 Payment Amount

 Check
 201578
 05/31/2022
 3,171.45

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

11LF-J1LP-VWL6 Fiber Patch Cables for Substation 05/18/2022 05/18/2022 0.00 13.98 1C6P-K4X4-TFNK Adhesive Wallet 3 Pack for Line Trucks 05/18/2022 05/18/2022 0.00 28.35 05/24/2022 05/24/2022 0.00 568.06 Bistro tables for downtown 1DDX-9374-CN6Y FR Clothing 05/23/2022 05/23/2022 0.00 299.90 1FMK-44MD-FYQ6 SSD Hard Drives for Pc builds 05/22/2022 05/22/2022 1JRW-QXLK-9KNX 0.00 139.98 1N1P-6FLP-3YM4 FR Clothing 05/17/2022 05/17/2022 0.00 149.95 1QV4-7WHR-XG3G Dual monitor stand 05/18/2022 05/18/2022 0.00 49.98 1W9X-HXVH-KR16 PDU strips for power 05/20/2022 05/20/2022 0.00 1,642.14 05/20/2022 05/20/2022 239.96 1WCL-TTQF-D1TP 4 Webcams 0.00

05/24/2022

05/24/2022

<u>1WJQ-3QDL-6HFC</u> Carpet Pro 2 Vacuum Bags

ANIXTER, INC

diesel fuel

01850

414463

5/31/2022 12:20:41 PM

 Vendor Number
 Vendor Name
 Total Vendor Amount

 00002
 AMERICAN PUBLIC POWER ASSOCIATION
 2.650.00

2,030.00

0.00

0.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201579
 05/31/2022
 2,650.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

000134483 APPA Conference 05/06/2022 05/06/2022 0.00 2,650.00

Vendor Number Vendor Name Total Vendor Amount

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201580
 05/31/2022
 3,319.89

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount5241523-008 ft Galvanized Steel St Light Arm05/18/202205/18/20220.001,935.00

5321549-00 Major and Minor Material 05/23/2022 05/23/2022 0.00 1,384.89

 Vendor Number
 Vendor Name
 Total Vendor Amount

 02616
 BAXTER & WOODMAN, INC.
 4,027.50

Payment Type Payment Number Payment Date Payment Amount

Check 201581 05/31/2022 4,027.50
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>0234789</u> Discharge Permits 05/23/2022 05/23/2022 0.00 4,027.50

 Vendor Number
 Vendor Name
 Total Vendor Amount

 07557
 BLAKE OIL COMPANY
 1,256.18

Payment Type Payment Number Payment Date Payment Amount

05/13/2022

05/13/2022

 Check
 201582
 05/31/2022
 1,256.18

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

 405453
 gas
 05/13/2022
 05/13/2022
 0.00
 640.60

615.58

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

10906 BRIDGESTONE GOLF, INC. **Total Vendor Amount** 203.62

**Total Vendor Amount** 

**Total Vendor Amount** 

82.27

40.00

**Payment Type Payment Number Payment Date Payment Amount** 201583 05/31/2022 203.62 Check

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** INV-1003085721 golf balls 05/20/2022 05/20/2022 0.00 203.62

**Vendor Number Vendor Name** 

04449 BRUNS CONSTRUCTION, INC. 720.00

**Payment Type Payment Number Payment Date Payment Amount** 

05/31/2022 Check 201584 720.00

Payable Number Description **Payable Date Due Date Discount Amount Pavable Amount** 

10234 Hydrant & Water main Open Cut Street 2nd ave 05/19/2022 05/19/2022 0.00 720.00

**Vendor Number** Vendor Name

**BURRIS EQUIPMENT** 07332

CARDOTT, CHRIS

00540

**Payment Type Payment Number Payment Date Payment Amount** Check 82.27

201585 05/31/2022

**Payable Number** Description **Payable Date Due Date Discount Amount** Payable Amount PS3008432-1 bearings 05/18/2022 05/18/2022 0.00 82.27

**Total Vendor Amount** 89,500.00

**Vendor Number Vendor Name** 09111 C.C.S. GOLF, LLC

**Payment Type Payment Number Payment Date Payment Amount** 

201586 05/31/2022 Check 89.500.00 **Payable Date Due Date Discount Amount Payable Number** Description **Pavable Amount** 

060122 C.C.S. GOLF TIF DISBURSEMENT 05/26/2022 05/26/2022 89,500.00 0.00

**Vendor Number Vendor Name Total Vendor Amount** 10554 CAMPLIN ENVIRONMENTAL SERVICES, INC. 3,500.00

**Payment Type Payment Number Payment Date Payment Amount** 

05/31/2022 Check 3,500.00 **Payable Date Due Date Discount Amount Payable Number** Description **Payable Amount** 

Asbestos inspection for DeLos 05/13/2022 05/13/2022 0.00 3,500.00 22002

**Vendor Number** Vendor Name Total Vendor Amount

**Payment Date Payment Type Payment Number Payment Amount** 

05/31/2022 40.00 Check 201588

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 052322 Cel Phone Reimbursement - Cardott 05/23/2022 05/23/2022 0.00 40.00

**Vendor Number Vendor Name Total Vendor Amount** 

09112 CINTAS 474.49 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201589 05/31/2022 30.40 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

Monthly Fist Aid Service 04/05/2022 04/05/2022 0.00 30.40 5102643739

Check 05/31/2022 444.09 **Payable Number Discount Amount** Description **Payable Date Due Date Payable Amount** 

4119679582 Floor mats Weekly Swap 05/17/2022 05/17/2022 0.00 59.73 4119774116 Floor Mats/Lab Coats Water 05/18/2022 05/18/2022 0.00 67.49 Floor Mats/ Towels Water Rec 05/18/2022 05/18/2022 0.00 146.70 4119774156 0.00 75.87 4120192230 Mats 05/23/2022 05/23/2022 0.00 4120192274 City Hall Mats 05/23/2022 05/23/2022 31.36 4120310238 Floor mats/terry towels Weekly Swap 05/24/2022 05/24/2022 0.00 62.94

5/31/2022 12:20:41 PM

**Payment Type** 

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name**  **Total Vendor Amount** 

00143 CRESCENT ELECTRIC SUPPLY

**Payment Number** 

**Payment Date** 

0.00

**Payment Amount** 

178.03

57.08

Check 201591 05/31/2022

Payable Number S510326346.001

**Payable Date Due Date** 05/18/2022

**Discount Amount** 

178.03 **Payable Amount** 

**Vendor Number Vendor Name**  **Total Vendor Amount** 

178.03

07065 DISH

**Payment Date** 

**Payment Amount** 

**Payment Type Payment Number** 

05/31/2022

05/18/2022

57.08

Check 201592 Payable Number

Description **Payable Date Due Date**  **Discount Amount Payable Amount** 

051722

Monthly Dish Services

Description

Convertible Main Breaker

05/17/2022 05/17/2022 0.00 57.08

**Vendor Number** Vendor Name **ENGEL ELECTRIC CO** 03912

**Total Vendor Amount** 1.405.50

**Payment Type Payment Number** 

**Payment Date** 

**Payment Amount** 

Check 201593 05/31/2022

1,405.50

**Payable Number** 

**Payable Date Due Date**  **Discount Amount** 

**Payable Amount** 

32751

Description 100 AMP Meter base with Breaker/Disconnect

Description

28" Safety Cones

04/27/2022 04/27/2022

0.00

1,405.50

**Vendor Name** 

**Total Vendor Amount** 

340.00

05567 **Payment Type** 

**Vendor Number** 

**FARWEST LINE SPECIALTIES** 

**Payment Date** 05/31/2022

**Payment Amount** 

Check

**Payment Number** 

340.00

340.00

**Payable Number** 

**Payable Date Due Date** 02/01/2022 02/01/2022 **Discount Amount Payable Amount** 0.00

350966 **Vendor Number** 

DragonWear FR Cold Weather Balaclava

**Total Vendor Amount** 

03396

**FASTENAL Payment Number** 201595

**Vendor Name** 

201594

130.97

**Payment Date Payment Amount** 

130.97

**Payment Type** Check

Description

FERGUSON WATERWORKS #2516

05/31/2022

0.00

Payable Number

ILROH98644

**Payable Date Due Date** 05/11/2022 05/11/2022 **Discount Amount** 

**Payable Amount** 

130.97

**Vendor Number** Vendor Name

03334

2,006.12

**Payment Type Payment Number** 

**Payable Number** 

0419974

0428254

**Payment Date** 

**Payment Amount** 

Total Vendor Amount

201596 Check

05/31/2022

2,006.12

**Payable Date Due Date Discount Amount Payable Amount** Meter Accessories (gaskets & Fittings) 05/18/2022 05/18/2022 0.00 736.16

05/19/2022

05/19/2022

**Vendor Name** 

**Payment Number** 

201597

**Total Vendor Amount** 

1,269.96

01754 **Payment Type** 

**Vendor Number** 

Check

GORDON FLESCH CO., INC

**Payment Date** 

169.90

**Payment Amount** 

05/31/2022

169.90

**Payable Number** IN13749604

Description

Description

Pipe & Fittings

**Payable Date Due Date** 05/15/2022 05/15/2022 **Discount Amount** 0.00

0.00

**Payable Amount** 169.90

**Vendor Number** 

**Vendor Name** 

**Total Vendor Amount** 

1,500.00

**INC1125** 

GOROCHELLE.COM MEDIA LLC **Payment Number** 

**Payment Date** 

**Payment Amount** 1,500.00

**Payment Type** Check

201598 Description

**Due Date Payable Date** 

05/31/2022 **Discount Amount** 

**Payable Amount** 

**Payable Number** 

RET-20220001

CONSULT RETAINER - FIBEROPTIC OPERATIONS & MARKETI

Charge for additional copies over base package

05/19/2022 05/19/2022 0.00

1,500.00

5/31/2022 12:20:41 PM

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name**  **Total Vendor Amount** 

791.39

01248 GRAINGER, INC.

**Payment Date** 

**Payment Amount** 

Payment Type **Payment Number** 

05/31/2022

Check 201599

**Discount Amount** 

791.39

9309712710

Payable Number Description 36" Industrial Fan- Floor

**Payable Date Due Date** 05/12/2022 05/12/2022 **Payable Amount** 791.39

**Vendor Number Vendor Name**  **Total Vendor Amount** 

00493 **GROVERS SERVICES, LLC Payment Number** 

3,780.00 **Payment Date Payment Amount** 

**Payment Type** Check 201600

05/31/2022

0.00

3,780.00

Payable Number

**Payable Date Due Date**  **Discount Amount** 0.00

**Payable Amount** 

052322

Description Trimmed Treees Week of May 16th

05/23/2022 05/23/2022

3,780.00

**Vendor Number** 00246

Vendor Name HACH COMPANY

**Payment Date** 

**Total Vendor Amount** 200.75

**Payment Type** 

**Payment Number** 

**Payment Amount** 200.75

Check 201601

05/31/2022

**Payable Number** 13046997

Description Reactive Phosphate, Dissolved Iron, Total Chlorine **Due Date** 

**Discount Amount** 

Payable Amount

05/19/2022 05/19/2022

**Payable Date** 

0.00

200.75

**Vendor Number** 

**Vendor Name** 

**Total Vendor Amount** 7,771.80

10256

HAWKINS, INC.

**Payment Date** 

**Payment Amount** 

**Payment Type** 

**Payment Number** 

05/31/2022

Check

201602 **Payable Number** Description

**Payable Date Due Date**  **Discount Amount** 

7.771.80

6193804

**Wasterwater Chemicals** 

05/23/2022 05/23/2022

**Payable Amount** 7,771.80 0.00

**Vendor Name** 

**Total Vendor Amount** 

**Vendor Number** 02093

HAYES, CINDY

**Payment Date** 

**Payment Amount** 

67.30

**Payment Type** 

**Payment Number** 

05/31/2022

0.00

0.00

0.00

67.30

Check Payable Number

**Payable Date Due Date** 04/27/2022

**Discount Amount Payable Amount** 

042722

051922

10164186 051522

City Band postage City Band postcards

Description

Description

Description

**Business Cards - Officers** 

**Bottled Water** 

44.80

**Vendor Number** 

Vendor Name

**Total Vendor Amount** 

06754

HINCKLEY SPRINGS

323.67

**Payment Type** 

**Payment Number** 

**Payment Date** 

**Payment Amount** 

Check

05/31/2022

323.67

**Payable Number** 

201604

**Payable Date** 

05/15/2022

05/18/2022

05/19/2022

**Due Date** 05/15/2022

05/18/2022

04/27/2022

05/19/2022

**Discount Amount** 

**Payable Amount** 323.67

**Vendor Name** 

**Vendor Number** 01089

**HUB-REMSEN PRINT GROUP** 

**Total Vendor Amount** 589.56

**Payment Type** 

**Payment Number** 201605

**Payment Date** 05/31/2022

**Payment Amount** 

Check **Payable Number** 

**Payable Date Due Date**  **Discount Amount** 0.00

589.56 **Payable Amount** 589.56

**Vendor Name** 

**Total Vendor Amount** 2,146.22

**Vendor Number** 10769

Check

IDEXX DISTRIBUTION, INC **Payment Number** 

**Payment Date** 05/31/2022

**Payment Amount** 

**Payment Type** 

6987

201606

Description

**Payable Date Due Date**  **Discount Amount** 

2,146.22 **Payable Amount** 

**Payable Number** 3106658591 3106658592

Gamma IRAD Colilert/Vessels W/SB Coliform and E. Coli

05/16/2022 05/16/2022 05/16/2022 05/16/2022

0.00 0.00 1,876.05 270.17

5/31/2022 12:20:41 PM

30

**Vendor Number** 

Section VI, Item 1. APPKT005

**Payment Date** 

**Payment Date** 

05/31/2022

05/31/2022

**Payment Date** 

**Payment Date** 

**Payment Date** 

05/31/2022

05/31/2022

**Discount Amount** 

0.00

0.00

05/31/2022

**Discount Amount** 

0.00

**Vendor Number Vendor Name** 03285

IL STATE POLICE

**Total Vendor Amount** 

232.88

**Payment Type Payment Number** 

Check 201607

> Payable Number Description

> > **Vendor Name**

05/31/2022 **Discount Amount Payable Date Due Date** 

05/23/2022

**Payment Amount** 232.88

232.88

**Total Vendor Amount** 

**Total Vendor Amount** 

8,060.00

**Total Vendor Amount** 

**Total Vendor Amount** 

134.96

461.20

850.00

461 20

850.00

465.00

**Payment Amount** 

134.96

82.50

**Payment Amount** 

50.98

911 Voip Charges 052322

05282 JOHNSON TRACTOR

> **Payment Date Payment Amount**

**Payment Type Payment Number** Check

201608 Payable Number

05/31/2022 50.98 Description **Payable Date Due Date Discount Amount Payable Amount Sthil Chainsaw Parts** 05/23/2022 05/23/2022 0.00 50.98

05/23/2022

**Vendor Number** Vendor Name

IR79148

MARTIN & CO EXCAVATING 02095

8.060.00

**Payable Amount** 

**Payment Type Payment Number** 

Check 201609

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

20115089 Force Main Re-Route at Treatment Plant 05/19/2022 05/19/2022 0.00 8,060.00

**Vendor Number Vendor Name** 

**MENARDS - CHERRY VALLEY** 01167

82.50 **Payment Date Payment Amount** 

**Payment Type Payment Number** 

Check 201610

Description **Payable Date Due Date Discount Amount Payable Number Payable Amount** 20 amp GFCI 05/05/2022 05/05/2022 4742 0.00 82.50

**Vendor Number Vendor Name** 

MIDWEST MAILWORKS, INC 01726

134.96

**Payable Amount** 

**Payable Amount** 

**Payment Type Payment Number** 

Check

Payable Number Description

236635 complete mailroom service

Total Vendor Amount **Vendor Number** Vendor Name

**Payable Date** 

**Payable Date** 

05/20/2022

05/12/2022

**Due Date** 

**Due Date** 

05/20/2022

05/12/2022

P.F. PETTIBONE & CO. 05859

**Payment Number Payment Type** 

Check 201612

**Payable Number** Description

182218 Retirement badges for 213, 301 and 302

**Total Vendor Amount** 

461.20

**Payment Amount** 

**Vendor Number Vendor Name** 

INC1010 PACE ANALYTICAL SERVICES, LLC **Payment Type** 

**Payment Number Payment Date Payment Amount** 05/31/2022

Check 201613

**Discount Amount Payable Number** Description **Payable Date Due Date Payable Amount** Fluoride by Probe 05/18/2022 05/18/2022 0.00 90.00 19511719 Guard Dog Program Mgmt Fee 05/19/2022 05/19/2022 0.00 250.00 19511964 19512632 Gross Alpha-Subcontracted/Radium 226-228 05/25/2022 0.00 510.00 05/25/2022

**Vendor Number Vendor Name**  **Total Vendor Amount** 

**Payment Amount** 

465.00

**INC1110** PEST CONTROL CONSULTANTS ILLINOIS **Payment Type Payment Number** 

Check 201614

Payable Number Description Payable Date **Due Date Discount Amount Payable Amount** 374872 RMU Johnson Tractor bldg Pest Control 05/18/2022 05/18/2022 150.00 0.00 05/19/2022 05/19/2022 0.00 200.00 375201 Pest Control Wells 8.10.11.12 Pest Control Waste Water Plant 05/20/2022 05/20/2022 0.00 65.00 375519 05/20/2022 375525 RMU Office pest Control 05/20/2022 0.00 50.00

5/31/2022 12:20:41 PM

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

PETTY CASH - POLICE DEPT

00693 **Payment Type Payment Number** 

Check 201615

Payable Number Description

051922 National Police Week activites

**Vendor Number Vendor Name** 

09882 PHILLIPS, VERONICA

> **Payment Type Payment Number**

Check 201616

> Payable Number Description 880 City Hall Janitorial

**Vendor Name Vendor Number** 

POWER SYSTEM ENGINEERING, INC. 08461

**Payment Type Payment Number** 

Check 201617

> **Payable Number** Description

9041788 **RF & NERC Compliance** 

**Vendor Number Vendor Name** 

PRINTING ETC., INC. 00554

**Payment Type Payment Number** 

201618 Check

> **Payable Number** Description

22-0117 billing stock and window envelopes

**Vendor Number** Vendor Name

06142 QUEENS TRUCKING & CONSTRUCTION

**Payment Type Payment Number** 

Check 201619

> Description **Payable Number**

28551 Cherry & 2nd Swapped Hydrant 28584 Cherry & 2nd Swapped Hydrant

**Vendor Number** Vendor Name

ROCHELLE IL CHAMBER OF COMMERCE 00506

**Payment Number Payment Type** 

Check 201620

**Payable Number** Description

8310 **Rochelle Chamber Dues** 

**Vendor Number Vendor Name** 

**ROCHELLE JANITORIAL SUPPLY** 02241

**Payment Number Payment Type** 

201621 Check

Payable Number Description

16oz Paper hot Cups 1000per box 052322-5

**Vendor Number Vendor Name** 

10895 ROCHELLE KIWANIS GOLDEN K

**Payment Type Payment Number** 

201622 Check

> Payable Number Description

051922 SOUND THE ALARM HOT DOG DONATION

**Total Vendor Amount** 58.47

**Payment Date Payment Amount** 58.47

05/31/2022

**Payable Date** 

05/19/2022

**Payable Date** 

05/19/2022

05/24/2022

05/19/2022

05/03/2022

04/18/2022

05/19/2022

05/25/2022

**Due Date** 

05/19/2022

05/24/2022

05/19/2022

05/03/2022

04/18/2022

05/19/2022

05/25/2022

05/19/2022

**Discount Amount Payable Amount** 

> 0.00 58.47

> > **Total Vendor Amount**

2,550.00 **Payment Date Payment Amount** 

2,550.00

05/31/2022 **Payable Amount** 

**Discount Amount** 2,550.00 0.00

**Total Vendor Amount** 

470.00

**Payment Date Payment Amount** 

05/31/2022 470.00

**Discount Amount** Payable Amount

0.00 470.00

**Total Vendor Amount** 

4,386.54

**Payment Date Payment Amount** 

05/31/2022 4.386.54

**Discount Amount Payable Amount** 

4,386.54 0.00

**Total Vendor Amount** 9,605.75

**Payment Date Payment Amount** 

05/31/2022 9,605.75

**Discount Amount Payable Amount** 

> 0.00 5,113.75

05/06/2022 05/06/2022 0.00 4,492.00

8.500.00

**Total Vendor Amount** 

**Payment Date Payment Amount** 

05/31/2022 8,500.00

**Discount Amount Payable Amount** 

0.00 8,500.00

**Total Vendor Amount** 

72.31

**Payment Date Payment Amount** 

05/31/2022 72.31

**Discount Amount Payable Amount** 

0.00 72.31

**Total Vendor Amount** 

300.00

**Payment Date Payment Amount** 

05/31/2022 300.00

**Discount Amount Payable Amount** 

0.00 300.00

5/31/2022 12:20:41 PM

32

ROCB-050222

**Payable Number** 

ROC8-050222

201630

Check

2017 Airport Bond payment

2018 Infrastrure Bond payment

Description

Section VI, Item 1.

**Payment Register** APPKT005 **Vendor Number Vendor Name Total Vendor Amount** 00517 **ROCHELLE NEWS-LEADER** 474.00 **Payment Type Payment Number Payment Date Payment Amount** 201623 05/31/2022 474.00 Check **Discount Amount Payable Number** Description **Payable Date Due Date Payable Amount** advertising 04/03/2022 04/03/2022 0.00 399.00 INV131128 04/03/2022 INV131129 advertising 04/03/2022 0.00 75.00 **Vendor Number Vendor Name Total Vendor Amount** 09741 **ROCKFORD ART DELI** 394.64 Payment Date **Payment Type Payment Number Payment Amount** Check 201624 05/31/2022 394.64 **Payable Number Due Date** Description **Payable Date Discount Amount Payable Amount** 4366 Railroad Park Merchandise for Resale 05/23/2022 05/23/2022 0.00 394.64 Vendor Number Vendor Name **Total Vendor Amount** INC1083 SERVPRO OF WHEATON GLEN ELLYN LISLE 4,691.71 **Payment Date Payment Type Payment Number Payment Amount** Check 201625 05/31/2022 4,691.71 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Water Restoration 926 n 7th St 05/16/2022 05/16/2022 4,691.71 14538 0.00 **Vendor Number Vendor Name Total Vendor Amount** 01324 STANDARD EQUIPMENT COMPANY 3,980.28 **Payment Date Payment Type Payment Number Payment Amount** Check 05/31/2022 3,980.28 201626 Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** P36338 Telescopic Boom 05/19/2022 05/19/2022 0.00 3.980.28 **Vendor Number Vendor Name Total Vendor Amount** TALLMAN EQUIPMENT COMPANY, INC. 5,339.95 **Payment Date Payment Type Payment Number Payment Amount** Check 05/31/2022 5,339.95 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 3320770 11/16 & 13/16 Drill Bits 05/18/2022 05/18/2022 0.00 217.15 Milwaukee Chainsaw Kit/ 7/16" High Torque Impact 05/19/2022 05/19/2022 0.00 1.068.44 3320867 05/20/2022 Milwaukee 12 Ton Crimper tool Kit 05/20/2022 4,054.36 3321054 0.00 Vendor Name **Vendor Number Total Vendor Amount** 07262 TOTAL WATER TREATMENT SYSTEMS 737.50 **Payment Type Payment Number Payment Date Payment Amount** 05/31/2022 Check 201628 737.50 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 0964078 DI Service 2/1/22 to 2/28/22 01/28/2022 01/28/2022 0.00 32.00 0969254 DI Service 3/1/22 to 3/31/22 02/25/2022 02/25/2022 0.00 32.00 9: Cation/anion & 9" mixed Bed 03/30/2022 03/30/2022 0.00 609.50 0973584 DI Service 4/1/22 to 4/30/22 03/30/2022 03/30/2022 0.00 32.00 0974552 DI service 5/1/22 to 5/31/22 04/27/2022 04/27/2022 0.00 0979926 32.00 **Vendor Name Total Vendor Amount Vendor Number** 09891 **UMB BANK NA** 65.096.88 **Payment Type Payment Number Payment Date Payment Amount** Check 201629 05/31/2022 5,696.88 Payable Number **Payable Date Due Date Discount Amount Payable Amount** Description 05/02/2022 5,696.88

5/31/2022 12:20:41 PM

05/02/2022

**Due Date** 

05/02/2022

**Payable Date** 

05/02/2022

0.00

0.00

05/31/2022

**Discount Amount** 

59,400.00

**Payable Amount** 

59,400.00

052022

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

10489 UNUM LIFE INS CO. OF AMERICA **Total Vendor Amount** 487.55

Payment Type **Payment Number** 

Check 201631 **Payment Date** 

0.00

**Payment Amount** 

Payable Number **Due Date Payable Date** Description

05/31/2022 **Discount Amount Payable Amount** 

487.55

**Vendor Number Vendor Name** 

00991 **USA BLUEBOOK**  **Total Vendor Amount** 

487.55

**Payment Type Payment Number** 

Check 201632 **Payment Date** 05/31/2022

**Payment Amount** 

Payable Number Description

17.38 **Payable Amount** 

**Total Vendor Amount** 

987447 **Bung Adapter** 

June 2022 Retiree/Other

**Due Date Discount Amount** 05/23/2022 0.00

17.38

17.38

**Vendor Number** Vendor Name

VIKING CHEMICAL COMPANY 00635

1.487.10

**Payment Type Payment Number** Check 201633

**Payment Date** 05/31/2022

0.00

0.00

**Payment Amount** 1,487.10

**Payable Number** 

Description Hydrofluosilic Acid, Sodium Hypochlorite

Sodium Hypochlorite

Sodium Hypochlorite Well 10

**Due Date Discount Amount Payable Amount** 05/18/2022 0.00

707.10 520.00

**Vendor Number Vendor Name**  **Total Vendor Amount** 

260.00

19.08

INC1058

128843

128844

128845

**Payment Number Payment Type** 

**Payment Date** 

**Payment Amount** 

Check 201634

05/18/2022

05/18/2022

19.08

**Payable Number** 

**Payable Date Due Date** 05/25/2022 05/25/2022

05/20/2022

**Payable Date** 

**Payable Date** 

05/18/2022

05/18/2022

05/18/2022

05/23/2022

05/20/2022

05/31/2022 **Discount Amount Payable Amount** 

052522

June 2022 Retiree/Other Premium

Description

Description

19.08

**Vendor Number** 

**Vendor Name** 

WESCO RECEIVABLES CORP

21,072.00

**Payment Amount** 

**Payment Type** 

**Payment Number** 201635

**Payment Date** 05/31/2022

**Total Vendor Amount** 

Check

535330

**Discount Amount** 

0.00

21,072.00

**Payable Number** 523425

Salisbury Line Gloves Pad Mount Fuse Gear

Rochelle Water Division Rate Study

RT 38 Connection to Lagoon

**ENGINEERING SERVICES FOR HICKORY GROVE DEMO** 

**Payable Amount** 208.00 0.00 20,864.00 0.00

**Vendor Number** 

Vendor Name

**Total Vendor Amount** 

00828

WILLETT, HOFMANN & ASSOC., INC

54,002.85

**Payment Type** 

**Payment Number** 

**Payment Date** 

0.00

0.00

**Payment Amount** 

Check

31287

**Due Date** 

**Due Date** 

05/12/2022

05/18/2022

54,002.85

201636 **Payable Number** 

05/31/2022 **Discount Amount** 

**Payable Amount** 

6,596.40

33,516.00

31285 31286

05/19/2022 05/19/2022 05/19/2022

05/19/2022

05/19/2022

**Payable Date** 

**Payable Date** 

05/12/2022

05/18/2022

05/19/2022 05/19/2022 05/19/2022 05/19/2022

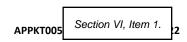
05/19/2022

0.00 1,324.70 0.00 1.225.75 0.00 11,340.00

31289 Sanitary Sewer Lining Project Design Phase 31290 Water Rec Plant Phase 2 improvements

Description

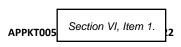
5/31/2022 12:20:41 PM



# **Payment Summary**

			Payable	Payment		
Bank Code	Туре		Count	Count	Discount	Payment
Allocated Cash	Check		99	60	0.00	324,730.11
		Packet Totals:	99	60	0.00	324,730.11

5/31/2022 12:20:41 PM Pag



# **Cash Fund Summary**

FundNameAmount91Cash Allocation-324,730.11

Packet Totals: -324,730.11

5/31/2022 12:20:41 PM Pag



Section VI, Item 1. Payment register

APPKT00558 - Check Run 06/06/22

Bank: Allocated Cash - Allocated Cash

1RV1-4FMQ-314W

**Payment Type** 

**Payment Number** 

**Vendor Number Vendor Name Total Vendor Amount** \*\*Void\*\* 0.00

> **Payment Number Payment Date**

**Payment Type Payment Amount** \*\*Void Check 06/06/2022 0.00 201749

Vendor Number Vendor Name **Total Vendor Amount** 

926 CUSTOM EMBROIDERY 09793 55.00

**Payment Type Payment Number Payment Date Payment Amount** 

06/06/2022 Check 201646

Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 000880 **Uniform Shirt** 05/17/2022 05/17/2022 0.00 55.00

**Vendor Name** Vendor Number **Total Vendor Amount** AJ HOMES LLC INC1131 16.13

**Payment Date Payment Number Payment Type Payment Amount** 

201647 06/06/2022 Check 16.13

**Payable Number** Description **Payable Date Discount Amount Due Date** Payable Amount 052722 customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 16.13

**Vendor Number Vendor Name Total Vendor Amount** 10663 AMAZON CAPITAL SERVICES 1,045.21

Payment Date **Payment Type Payment Number Payment Amount** Check 201648 06/06/2022 1,045.21 **Payable Number Payable Date Discount Amount** Description **Due Date Payable Amount** 

Bevrage Dispenser for Rehab 05/23/2022 05/23/2022 0.00 69.99 1GGQ-N674-C7C7 1HC9-XLDX-41RC Dry Erase Board 05/27/2022 05/27/2022 0.0011 98 Fiber Jumper for BroadPath Fiber installment 1JJ3-XL6F-3D19 05/25/2022 05/25/2022 0.00 91.99 1PJ7-HHTH-FQXQ Pens, Gloves, Battery Backups, Calculator 05/27/2022 05/27/2022 0.00 679.33 1R7Y-FM9P-C4GD Kim Wipes Task Wipes 05/31/2022 05/31/2022 0.00 78.85

3 Tablet Mounts for Ambulances

**Vendor Number Vendor Name Total Vendor Amount** 

05/11/2022

05/11/2022

0.00

**Payment Date** 

113.07

ANDERSON PLUMBING & HTG, INC 00040

**Payment Date Payment Type Payment Number Payment Amount** 

Check 201649 06/06/2022 427.35 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

104607 603 2nd Ave- Sewer Repair 05/25/2022 05/25/2022 0.00 427.35

**Vendor Number Vendor Name Total Vendor Amount** ANDERSON, HAILEY INC1132 54.31

**Payment Type Payment Number Payment Date Payment Amount** 

Check 201650 06/06/2022 54.31

Payable Number **Payable Date Due Date Discount Amount** Description **Payable Amount** 

customer final bill overpayment refund 05/27/2022 05/27/2022

052722 0.00 54.31

**Vendor Number Vendor Name Total Vendor Amount** 

05814 ARC IMAGING RESOURCES 164.49

06/06/2022 Check 201651 164.49

Description **Payable Date Discount Amount Payable Number Due Date Payable Amount** 

B15022 Plotter maintenance and copy fee 05/17/2022 05/17/2022 0.00 164.49

6/6/2022 12:57:08 PM 37

**Payment Amount** 

**Payment Register** 

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

AREA MECHANICAL

**Total Vendor Amount** 

2,271.21

79.63

04794 **Payment Type Payment Number** 

**Payment Date** 

**Payment Amount** 

Check 201652

W29036

06/06/2022

Payable Number

Description **Payable Date Due Date** Chiller repair/parts/labor 05/26/2022 05/26/2022 **Discount Amount Payable Amount** 

0.00

2.271.21

**Vendor Number Vendor Name** 

2,271.21 **Total Vendor Amount** 

INC1133 BENAVIDES, ARNULFO

**Payment Date** 

**Payment Type Payment Number** 

06/06/2022

**Payment Amount** 

Check 201653

**Discount Amount** 

0.00

79.63

79.63

**Total Vendor Amount** 

Payable Number

**Payable Date Due Date**  **Payable Amount** 

052722

05/27/2022 05/27/2022

**Vendor Number** Vendor Name **BLAKE OIL COMPANY** 07557

1,160.11

**Payment Type Payment Number**  **Payment Date Payment Amount** 06/06/2022

1,160.11

Check 201654 **Payable Number** 

**Due Date Discount Amount** 

Description 405456 gas diesel fuel 414678

**Payable Date Payable Amount** 05/24/2022 05/24/2022 0.00 483.75 05/24/2022 05/24/2022 0.00

676.36

**Vendor Number** Vendor Name

BLUE CROSS BLUE SHIELD OF IL 07977

980.00

**Payment Type Payment Number**  **Payment Date** 

0.00

**Payment Amount** 980.00

**Total Vendor Amount** 

Check 201655 06/06/2022

Payable Number

**Payable Date Due Date** 05/26/2022 05/26/2022 **Discount Amount Payable Amount** 980.00

052622 Ambulance Refund - A Orozco

Description

Description

customer final bill overpayment refund

**Total Vendor Amount** 

**Vendor Number Vendor Name** 

BRIDGESTONE GOLF, INC. **Payment Number Payment Type** 

**Payment Date Payment Amount** 

Check 201656

453.46

**Payable Number** Description **Payable Date Due Date** 05/27/2022 05/27/2022

06/06/2022 453.46 **Discount Amount Payable Amount** 

INV-1003089556 golf balls

0.00 453.46

Vendor Name Vendor Number BROOKS, SARAH 09639

**Total Vendor Amount** 40 00

**Payment Date Payment Amount** 

Check 201657

**Payment Type** 

06/06/2022

40.00

**Payable Number** Description

**Payment Number** 

**Discount Amount** 

**Payable Amount** 40.00

052722 Cel Phone Reimbursement - Brooks

**Total Vendor Amount** 

**Vendor Number** INC1134

10906

**BULIAN, CATHERINE** 

**Vendor Name** 

42.09

**Payment Type** 

**Payment Number** 

**Payment Date** 

**Payment Amount** 

Check

201658

06/06/2022

0.00

Payable Number

Description

**Discount Amount** 

42.09 **Payable Amount** 

052722

customer final bill overpayment refund

0.00 42.09

> **Total Vendor Amount** 440.50

**Vendor Number** 02827

**Vendor Name CAPITAL ONE - WALMART** 

**Payment Date** 

**Payment Amount** 

**Payment Type** 

**Payment Number** 

06/06/2022

201659 Check

**Payable Date** 

**Due Date** 

**Due Date** 

**Due Date** 

05/27/2022

05/27/2022

**Discount Amount Payable Amount** 

440.50

**Payable Number** Description 052422

Wellness Supplies, Etc for Blood Screening April22

05/24/2022

**Payable Date** 

**Payable Date** 

05/27/2022

05/27/2022

05/24/2022

0.00

440.50

6/6/2022 12:57:08 PM

Section VI, Item 1. **Payment Register** APPKT005 **Vendor Number Vendor Name Total Vendor Amount** 08113 **CARUS LLC** 5,730.62 **Payment Type Payment Number Payment Date Payment Amount** Check 201660 06/06/2022 5.730.62 **Payable Date Due Date Discount Amount Payable Amount Payable Number** Description 05/20/2022 Caruso/ Carus Mn S 05/20/2022 0.00 2,263.12 SLS 10100605 SLS 10100674 Carusol 05/24/2022 05/24/2022 0.00 3,467.50 **Vendor Number Vendor Name Total Vendor Amount** 10707 CEANTAR SIORALAINN INC. 202.00 Payment Date **Payment Type Payment Number Payment Amount** Check 201661 06/06/2022 202.00 **Payable Number Due Date** Description **Payable Date Discount Amount Payable Amount** 1018 Cleaning for jail blankets and jail shoes 05/15/2022 05/15/2022 0.00 202.00 Vendor Number Vendor Name Total Vendor Amount INC1136 CHEEK, JAMES 28.16 **Payment Date Payment Type Payment Number Payment Amount** Check 201662 06/06/2022 28.16 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 052722 28.16 **Vendor Number Vendor Name Total Vendor Amount** 09112 **CINTAS** 650.41 **Payment Number Payment Date Payment Type Payment Amount** Check 06/06/2022 650.41 201663 **Payable Date Due Date Discount Amount Payable Number** Description **Payable Amount** 4119679476 MATS AND TOWELS 05/17/2022 05/17/2022 0.00 182.47 0.00 4120191825 Dus Mops/Floor Mats 05/23/2022 05/23/2022 40.73 4120310121 MATS AND TOWELS 05/24/2022 05/24/2022 0.00 181.39 RR Park Mats 05/25/2022 05/25/2022 0.00 31.63 4120457354 05/25/2022 4120457396 Mats/Lab Coats 05/25/2022 0.00 67.49 05/25/2022 146.70 4120457426 Mats/Towels 05/25/2022 0.00 Vendor Number **Vendor Name Total Vendor Amount** CITY OF ROCHELLE 8.825.00 **Payment Date Payment Type Payment Number Payment Amount** 

00759

06/06/2022 Check 201664 8,825.00

**Payable Number** Description **Payable Date** Due Date **Discount Amount Payable Amount** Solid Waste Charges INV00003 05/25/2022 05/25/2022 0.00 8,825.00

**Vendor Number Vendor Name Total Vendor Amount** 00431 COLUMBIA PIPE & SUPPLY CO.

**Payment Type Payment Number Payment Date Payment Amount** Check 201665 06/06/2022 655.27

**Payable Number Payable Date Due Date** Discount Amount **Pavable Amount** Description 3859443 PIPE FOR #7 ENGINE WATER RETURN 05/17/2022 05/17/2022 0.00 655.27

Vendor Name **Total Vendor Amount** Vendor Number

09673 CORE & MAIN LP 5.922.56

**Payment Date Payment Type Payment Number Payment Amount** 201666 06/06/2022 5,922.56 Check

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 12x6 mj tee c153 05/17/2022 05/17/2022 0.00 1,891.02 Q871344 DI Pipe/ Rubber Gasket 05/19/2022 Q876049 05/19/2022 0.00 1,103.00 Pipe/Adapter/DMV Tee/90hxh/Standard Sweep 05/19/2022 05/19/2022 0.00 759.62 Q897287 2,168.92 12 MJ 45 C153 USA 05/24/2022 05/24/2022 0.00 Q920907

6/6/2022 12:57:08 PM

655.27

**Payment Register** 

03377

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

285.00

2 197 82

**Vendor Number Vendor Name** 

10102 DATA VOICE INTERNATIONAL, INC.

> **Payment Number Payment Date**

**Payment Type Payment Amount** Check 201667 06/06/2022 285.00

**Payable Number Discount Amount** Description **Payable Date Due Date Payable Amount** MN00003592 Customer Facing mobile App/ Lineman App 05/31/2022 05/31/2022 0.00 285.00

**Vendor Number Vendor Name Total Vendor Amount** 

INC1137 DEAN, MARIANNE 10.67

**Payment Type Payment Number Payment Date Payment Amount** 06/06/2022 Check 201668 10.67

Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 

customer final bill overpayment refund 052722 05/27/2022 05/27/2022 0.00 10.67

**Vendor Number** Vendor Name **Total Vendor Amount** DELL MARKETING L.P. 04492 5.174.68

**Payment Type Payment Number Payment Date Payment Amount** Check 201669 06/06/2022 229.44

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 10586582392 QUAD PORT FOR SCADA 05/25/2022 05/25/2022 0.00 229.44 06/06/2022 4.945.24 Check

201670 **Payable Date Payable Number** Description Due Date **Discount Amount Payable Amount** 

10586221970 05/24/2022 05/24/2022 Laptop & Accessories for Sust Coord & Util Oper 4,945.24 0.00

**Vendor Number Vendor Name Total Vendor Amount** 11015 ENVIRONMENTAL LEVERAGE INC. 150.00

**Payment Type Payment Number Payment Date Payment Amount** 

06/06/2022 Check 201671 150.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

9329 Wastewater Microbiology/M002 Higher Life Forms 05/25/2022 05/25/2022 0.00 150.00

**Vendor Number Vendor Name Total Vendor Amount FAIRBANKS MORSE ENGINE** 

**Payment Number Payment Type Payment Date Payment Amount** Check 201672 06/06/2022 2,197.82

**Payable Number** Description **Payable Date Due Date Discount Amount Pavable Amount** 05/11/2022 343670 PEAKER #1 AIR COOLER GASKET 05/11/2022 0.00 105.55 343819 **BALL CHECK FOR PEAKER#1** 05/17/2022 05/17/2022 0.00 2,092.27

**Vendor Number Vendor Name Total Vendor Amount** 03396 **FASTENAL** 55.05

**Payment Type Payment Number Payment Date Payment Amount** 

Check 201673 06/06/2022 55.05 Payable Number Description **Payable Date** Due Date **Discount Amount Payable Amount** 

ILROH98727 05/20/2022 1/2-13x3 1/2 HCS hardware 05/20/2022 0.00 55.05

**Vendor Number Vendor Name Total Vendor Amount** 

03334 FERGUSON WATERWORKS #2516 285.00 **Payment Type Payment Number Payment Date Payment Amount** 

06/06/2022 Check 201674 285.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

4 Fitting 45 Bend 05/24/2022 0428910 05/24/2022 0.00 285.00

Vendor Number Vendor Name **Total Vendor Amount** FIEGENSCHUH, JEFFREY 201 24 09611

**Payment Date Payment Type Payment Number Payment Amount** Check 201675 06/06/2022 201.24

**Payable Number Payable Date Due Date Discount Amount Payable Amount** 060222 MILEAGE REIMBURSEMENT FOR IMUA/IMEA CONFERENCE 06/02/2022 06/02/2022 0.00 201.24

6/6/2022 12:57:08 PM

**Vendor Number** 

053022

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

**Total Vendor Amount** 

**Payment Amount** 

491.94

**Vendor Number Vendor Name** 

05846 FILTRATION CORP OF AMERICA

**Vendor Name** 

345.01 Payment Type **Payment Number Payment Date Payment Amount** 201676 06/06/2022 345.01 Check

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** 

Aviation fuel Pump parts 04/25/2022 04/25/2022 0.00 345.01 00097565

00210 FISCHERS, INC. **Payment Type Payment Number Payment Date** 

06/06/2022 Check 201677 491.94 Description **Payable Date Due Date Discount Amount Payable Amount Payable Number** 05/23/2022 0739103-001 Copy Plan 05/23/2022 0.00 51.90 0739120-001 monthly copier charges 05/23/2022 05/23/2022 0.00 320.04 40.00 0739121-001 **Total Copy Plan** 05/23/2022 05/23/2022 0.00

05/23/2022 0.00 80.00 0739122-001 **Total Copy Plan** 05/23/2022 **Vendor Number** Vendor Name **Total Vendor Amount** 

07243 FRONTIER NORTH INC 1,138.06 **Payment Type Payment Number Payment Date Payment Amount** 06/06/2022 Check 201678 1,138.06

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

6103R953-S-22140 Monthly Collocation Charges Frontier Building 05/20/2022 05/20/2022 0.00 1,138.06

Vendor Number **Vendor Name Total Vendor Amount** GARCIA, NELY 101.86 INC1138 **Payment Number Payment Date Payment Type Payment Amount** 

Check 201679 06/06/2022 101.86 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 101.86

**Vendor Name Total Vendor Amount Vendor Number GLOBALSTAR USA** 

**Payment Type Payment Number** Payment Date **Payment Amount** 

Check 201680 06/06/2022 87.50 **Discount Amount Payable Number** Description **Payable Date** Due Date **Payable Amount** 

SATELLITE PHONE 000000032239678 05/16/2022 05/16/2022 0.00 87.50

Vendor Name **Vendor Number Total Vendor Amount** 01248 GRAINGER, INC. 658.70

**Payment Type Payment Number Payment Date Payment Amount** Check 06/06/2022 123.39

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 9313831548 FLOAT FOR #9 DAY TANK 05/16/2022 05/16/2022 0.00 123.39

Check 201682 06/06/2022 535.31 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

1" IMPACT SOCKET ADAPTER 05/17/2022 05/17/2022 9314999047 0.00 125.56 9316633727 IEC Magnetic Contactor 480 VAC 05/18/2022 05/18/2022 0.00 305.41 9324632042 FR Clothing 05/25/2022 05/25/2022 0.00 104.34

**Vendor Number Vendor Name Total Vendor Amount GROVERS SERVICES, LLC** 00493

3,780.00 **Payment Number Payment Date Payment Type Payment Amount** 

201683 06/06/2022 Check 3.780.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

05/30/2022

05/30/2022

0.00

Tree Trimming week of May 23rd

6/6/2022 12:57:08 PM

3.780.00

**Payment Register Vendor Number** 

00246

10354

Section VI, Item 1.

APPKT005

**Total Vendor Amount** 

164.11

Payment Type **Payment Number** 

**Payable Date** 

05/23/2022

**Payable Date** 

**Payable Date** 

**Payable Date** 

**Payable Date** 

**Payable Date** 

05/31/2022

05/27/2022

05/20/2022

05/23/2022

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

05/27/2022

05/20/2022

05/23/2022

05/23/2022

**Payment Date Payment Amount** 

201684 Check

06/06/2022 0.00

Payable Number Description

**Vendor Name** 

HACH COMPANY

164.11

13053379 Nutrient BFR Soln/ PAN IND SOLN **Discount Amount** 

**Payable Amount** 

**Vendor Number Vendor Name**  **Total Vendor Amount** 

164.11

HAGEMANN HORTICULTURE LLC

**Payment Number** 

1,125.00 **Payment Date Payment Amount** 

Check 201685

**Payment Type** 

06/06/2022

1,125.00

Payable Number Description 339 Hanging Flower Basket Install **Discount Amount Payable Amount** 1,125.00 0.00

**Vendor Number** Vendor Name **Total Vendor Amount** 

497.22

HANSON PROFESSIONAL SERVICES 02713 **Payment Type Payment Number** 

**Payment Date Payment Amount** 

Check 201686 06/06/2022

**Payable Number** Description

497.22 **Payable Amount** 

052022 Pass through payment for Engineering **Discount Amount** 0.00 497.22

**Vendor Number Vendor Name** 06754 HINCKLEY SPRINGS

280.13

**Total Vendor Amount** 

Payment Type **Payment Number** Check

**Payment Date Payment Amount** 

201687 **Payable Number** Description 10905047 051922

06/06/2022 280.13 **Discount Amount Payable Amount** 

**Bottled Water** 18137527 052222 WATER COOLER RENTAL & WATER 05/19/2022 05/19/2022 0.00 121.82 05/22/2022 05/22/2022 0.00 158.31

**Vendor Number Vendor Name** HOGUE, JAMES INC1139

**Total Vendor Amount** 47.47

**Payment Number Payment Type** 

**Payment Date** 

**Payment Amount** 

Check 201688

06/06/2022

**Payable Number** Description 052722 customer final bill overpayment refund

**Vendor Name** 

ISC, INC

**Discount Amount Payable Amount** 0.00 47.47

Rochelle Control room Services May 2022

**Total Vendor Amount** 

21,200.00

**Payment Date Payment Amount** 

**Payment Type Payment Number** Check 201689

**Vendor Number** 

04257

06/06/2022

21,200.00

**Payable Number** Description **Discount Amount Payable Amount** 

05/31/2022 0.00 21,200.00

**Vendor Number Vendor Name** 

INVP0000000741

**Total Vendor Amount** 

05282 JOHNSON TRACTOR 665.67

**Payment Number Payment Date Payment Amount Payment Type** 665.67

201690 06/06/2022 Check **Discount Amount Payable Number** Description **Payable Date Due Date Payable Amount** 0.00

Blade, Belts, Spinner Knob 05/31/2022 05/31/2022 554.60 IR78085 IR79020 mower supplies 05/19/2022 05/19/2022 0.00 111.07

**Vendor Number Vendor Name** INC1140 KAIN, THERESA **Total Vendor Amount** 113.29

**Payment Type Payment Number** 

**Payment Date Payment Amount** 06/06/2022 113.29

Check 201691

6/6/2022 12:57:08 PM

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 05/27/2022 customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 113.29

**Payment Register** 

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name** 

KARA COMPANY, INC.

Description

Description

Description

Description

Description

Description

Description

Description

17-05-02-100-008

01-06-05-300-006

01-06-05-100-006

LARSON & LARSON BUILDERS, INC.

Surveying Equipment

**Total Vendor Amount** 

865.97

330.60

00713 **Payment Type Payment Number** 

**Payment Date** 

**Payment Amount** 

Check 201692

367425

10032

06/06/2022

**Payable Number** 

**Discount Amount Payable Date Due Date** 05/25/2022 05/25/2022 0.00

**Due Date** 

Due Date

**Due Date** 

**Due Date** 

Due Date

**Due Date** 

**Due Date** 

06/01/2022

06/01/2022

**Due Date** 

05/23/2022

06/01/2022

06/01/2022

06/01/2022

06/01/2022

06/01/2022

05/27/2022

**Payable Date** 

**Payable Date** 

**Payable Date** 

Payable Date

06/01/2022

**Payable Date** 

**Payable Date** 

**Payable Date** 

06/01/2022

**Payable Date** 

**Pavable Date** 

**Payable Date** 

05/23/2022

06/01/2022

06/01/2022

06/01/2022

06/01/2022

06/01/2022

06/02/2022

05/27/2022

865.97 **Payable Amount** 

**Vendor Number Vendor Name**  **Total Vendor Amount** 

865.97

03239 LARGE CAR REBUILDERS, INC.

**Payment Type Payment Number**  **Payment Date Payment Amount** 06/06/2022 330.60

Check 201693

Payable Number

**Discount Amount Pavable Amount** 

17436 Install Logo & equip Id on Waste water vehicles 0.00 330.60

**Vendor Number** Vendor Name **Total Vendor Amount** 455,528.82

**Payment Type Payment Number**  **Payment Date Payment Amount** 

Check 201694 06/06/2022 455,528.82

**Payable Number** Description **Due Date Discount Amount Payable Amount** 06/02/2022 0.00 455,528.82

PAY EST #7-WELL4 WELL #4 PAYMENT 7 FOR WORK COMPLETED TO 4/25/22

**Total Vendor Amount** 

**Vendor Number Vendor Name** LEE COUNTY COLLECTOR 04604

875.02

**Payment Number Payment Type** 

**Payment Date Payment Amount** 

Check 201695 06/06/2022 8.22

**Pavable Number** 010605100006-2021 **Discount Amount Payable Amount** 

0.00 8.22

201696

06/06/2022 396.62

**Payable Number** Description 010604100005-2021 01-06-04-100-005 **Discount Amount Payable Amount** 

Check 201697

0.00 396.62 06/06/2022 10.60

**Payable Number** 

**Discount Amount** 

06/06/2022

**Payable Amount** 

7.30

010605300006-2021 Check 201698 0.00 10.60

**Payable Number** 

**Discount Amount Payable Amount** 

01-06-05-100-007 010605100007-2021

0.00 7.30

201699

06/06/2022 27.80

**Payable Number** 170502100008-2021 **Discount Amount Payable Amount** 

0.00 27.80

201700 Check

06/06/2022 138.90

**Payable Number** Description **Discount Amount Payable Amount** 

010617200003-2021 01-06-17-200-003 0.00 138.90

Check 201701

06/06/2022 285.58 **Due Date** 

**Pavable Number** Description 010608100002-2021 01-06-08-100-002

**Pavable Amount Discount Amount** 0.00 285.58

Vendor Name Vendor Number

**Total Vendor Amount** 

1.200.00

46.56

02285 **Payment Type**  LEE JENSEN SALES CO INC **Payment Number** 

**Payment Date Payment Amount** 

201702

06/06/2022 1,200.00

**Payable Number** 

**Discount Amount Payable Amount** 

0007249-03

0.00 1,200.00

**Vendor Number Vendor Name**  **Total Vendor Amount** 

LEWIS, RONALD INC1141

**Payment Date Payment Amount** 

Payment Type **Payment Number** Check 201703

06/06/2022 46.56

**Discount Amount** 

**Payable Number** 

**Payable Date Due Date**  **Payable Amount** 

customer final bill overpayment refund

6x24x4 Trench Box Double Wall

05/27/2022 05/27/2022 0.00

46.56

6/6/2022 12:57:08 PM

052722

**Payment Register Vendor Number** 

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

99.69

**Payment Amount** 

99.69

INC1143 LOY, TODD

**Vendor Name** 

Payment Type

**Payment Number Payment Date** 06/06/2022

Check 201704

> Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 052722 99.69

**Vendor Number Vendor Name** 

INC1144 MANCILLA, DOMINGO

**Payment Type Payment Number Payment Date Payment Amount** 

Check 201705

> Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 05/27/2022 05/27/2022

customer final bill overpayment refund 052722

**Vendor Number** Vendor Name

10117 MARS

> **Payment Type Payment Number Payment Date Payment Amount**

Check 201706

> **Payable Number** Description **Payable Date Due Date Discount Amount** Payable Amount

> 050922 MARS Conference Registration 05/09/2022 05/09/2022 0.00 325.00

**Vendor Number Vendor Name** 

MARTIN & CO EXCAVATING 02095

Payment Type **Payment Number** 

Check 201707

**Payable Number** Description

20115091 14th Street inlet and 6" DIP install only 05/19/2022 05/19/2022 1,750.00 0.00

**Payable Date** 

**Payable Date** 

**Payable Date** 

05/27/2022

**Payable Date** 

05/19/2022

**Payable Date** 

05/25/2022

05/26/2022

05/20/2022

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

05/25/2022

05/26/2022

05/19/2022

05/27/2022

05/20/2022

**Vendor Number** Vendor Name

00660 MCMASTER-CARR SUPPLY CO

**Payment Type Payment Number** 

Check 201708

Payable Number Description

78536168 CERAMIC WRAP FOR EXHAUST ON PEAKER

**Vendor Number** Vendor Name

MICHLIG ENERGY, LTD. 09877

**Payment Type Payment Number** 

Check 201709

**Payable Date Payable Number** Description **Due Date** 3251820 40W OIL FOR # 3 ENGINE 05/10/2022 05/10/2022

05/10/2022 8860370 ANIFREEZE FOR PEAKER ENGINES 05/10/2022 0.00 1,263.90

**Vendor Number Vendor Name** 

01726 MIDWEST MAILWORKS, INC

**Payment Number Payment Type** 

201710 Check

**Payable Number** Description

prepayment for utility bill mailing 052722

Check 201711

**Payable Number** Description

236741 complete mailroom service

**Vendor Name** Vendor Number 09006 NADLER GOLF

**Payment Type Payment Number** 

Check 201712

**Payable Number** Description 3955849 cart repair

3955877 cart lease 78.05

78.05

**Total Vendor Amount** 

06/06/2022

0.00 78.05

**Total Vendor Amount** 

325.00

06/06/2022 325.00

**Total Vendor Amount** 1,750.00

**Payment Date Payment Amount** 

06/06/2022 1.750.00

**Payable Amount** 

**Discount Amount** 

**Total Vendor Amount** 

1,039.13

**Payment Date Payment Amount** 

06/06/2022 1,039.13

**Discount Amount** 

**Payable Amount** 

0.00 1,039.13

Total Vendor Amount

18,258.10

**Payment Amount** 

**Payment Date** 

06/06/2022 18,258.10

**Discount Amount** 

**Payable Amount** 

0.00 16,994.20

**Payment Date** 

06/06/2022

**Payment Date** 

06/06/2022

**Discount Amount** 

0.00

**Discount Amount** 

**Total Vendor Amount** 

5,228.55

**Payment Amount** 

5,000.00

06/06/2022 **Discount Amount Payable Amount** 

5,000.00 0.00

228.55

**Payable Amount** 

228.55 **Total Vendor Amount** 

4.314.73

**Payment Amount** 

4.314.73

**Payable Amount** 

264.73

0.00 0.00 4,050.00

6/6/2022 12:57:08 PM

**Payment Type** 

052322

Payable Number

Check

**Payment Number** 

Description

Petty Cash Refill

201719

Section VI, Item 1. **Payment Register** APPKT005 **Vendor Number Vendor Name Total Vendor Amount** 00415 NAPA AUTO PARTS ROCHELLE 140.42 **Payment Type Payment Number Payment Date Payment Amount** Check 06/06/2022 140.42 201713 Payable Number **Due Date Discount Amount** Description **Payable Date Payable Amount BRAKE CLEANER** 05/11/2022 05/11/2022 0.00 100.36 029313 030227 **FUEL LINE FOR PEAKER #1** 05/23/2022 05/23/2022 0.00 40.06 **Vendor Number Vendor Name Total Vendor Amount INC1127 NELSON SYSTEMS INCORPORATED** 345.00 Payment Date **Payment Type Payment Number Payment Amount** Check 201714 06/06/2022 345.00 **Payable Number Due Date** Description **Payable Date Discount Amount Payable Amount** 14818 School Radio and Admin Phone updates - Recording 05/27/2022 05/27/2022 0.00 345.00 **Total Vendor Amount** Vendor Number Vendor Name NORTHERN ILLINOIS DISPOSAL SVCS 07379 210.83 **Payment Date Payment Type Payment Number Payment Amount** Check 201715 06/06/2022 210.83 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** Trash removal 05/01/2022 05/01/2022 0.00 21363075T086 57.06 05/01/2022 21363079T086 Dumpster 05/01/2022 0.00 51.72 0.00 21403917T086 2nd Ave Dumpster Empty/Replace 06/01/2022 06/01/2022 102.05 Vendor Number **Vendor Name Total Vendor Amount** NORTHERN ILLINOIS SERVICE CO 462,900.75 04729 **Payment Date Payment Type Payment Number Payment Amount** Check 06/06/2022 462.900.75 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 2021-PAYEST#2 & PARTIAL 4th Ave Storm sewer Pay estimate 2 and partial 05/27/2022 05/27/2022 0.00 462,900.75 **Vendor Name Total Vendor Amount Vendor Number** PARKER FABRICATION, INC. 07766 51.252.05 **Payment Type Payment Number Payment Date Payment Amount** Check 201717 06/06/2022 51.252.05 Payable Number **Discount Amount** Description **Payable Date** Due Date **Payable Amount** Peaker #1 ROOF TAKEN OFF AND REINSTALLED 04/28/2022 04/28/2022 138700 0.00 45,920.45 PLUMB UP FILTER CANISTER AND HEATER FOR #10 ENGINE 05/06/2022 05/06/2022 138844 0.00 4,634.26 **EXHAUST GASKETS FOR PEAKER #1** 05/06/2022 05/06/2022 0.00 151.17 138858 05/13/2022 138994 16"SPACER FOR PEAKER #1 SCAVAGING AIR 05/13/2022 0.00 546.17 **Vendor Number Vendor Name Total Vendor Amount** INC1110 PEST CONTROL CONSULTANTS ILLINOIS 105.00 **Payment Type Payment Number Payment Date Payment Amount** Check 201718 06/06/2022 105.00 **Payable Number** Description **Payable Date Due Date** Discount Amount **Pavable Amount** 376436 **Routine Pest Control Spraying** 05/26/2022 05/26/2022 0.00 55.00 376448 Pest Control 05/26/2022 05/26/2022 0.00 50.00 Vendor Number **Vendor Name Total Vendor Amount** PETTY CASH - WATER/WATER REC 01817 90.06

6/6/2022 12:57:08 PM 45

**Payable Date** 

05/23/2022

**Due Date** 

05/23/2022

**Payment Amount** 

90.06

**Payable Amount** 

90.06

**Payment Date** 

0.00

06/06/2022

**Discount Amount** 

**Payment Register** 

**Vendor Name** 

01603

Section VI, Item 1. APPKT005

**Vendor Number Vendor Name Total Vendor Amount** PITNEY BOWES

503.50

Payment Type **Payment Number Payment Date Payment Amount** Check 201720 06/06/2022 503.50

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** 052522 postage refill 05/25/2022 05/25/2022 0.00 503.50

**Vendor Number Vendor Name Total Vendor Amount** 

00214 POLYDYNE INC. 11,385.00

**Payment Type Payment Number Payment Date Payment Amount** 06/06/2022 Check 201721 11,385.00

Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** 1644602 Clarifloc 05/26/2022 05/26/2022 0.00 11,385.00

**Vendor Number** Vendor Name **Total Vendor Amount** 

PRESCOTT BROS. FORD 01154 150.02 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201722 06/06/2022 150.02

**Payable Number** Description **Payable Date Due Date Discount Amount** Payable Amount 84264 Brake Repair Squad 4 05/23/2022 05/23/2022 0.00 150.02

**Vendor Number Vendor Name Total Vendor Amount** 

QUIGG ENGINEERING INC. 10184 171,486.09 Payment Type **Payment Number Payment Date Payment Amount** 

201723 06/06/2022 171,486.09 Check **Payable Date Due Date Discount Amount** Payable Amount **Payable Number** Description

051022 Pass Through Payment for Engineering 05/10/2022 05/10/2022 0.00 171,486.09

**Vendor Number Total Vendor Amount** 01642 RAY O'HERRON CO. INC 71.69

**Payment Type Payment Number Payment Date Payment Amount** 06/06/2022 Check 201724 71.69

Payable Number **Payable Date Due Date Discount Amount** Description **Payable Amount** 

2196800 New uniform name plates Higby & Wittenberg 05/25/2022 05/25/2022 0.00 71.69

Total Vendor Amount **Vendor Number** Vendor Name **RESIDENTIAL ALTERNATIVES OF ILLINOIS** 10421 727.28

**Payment Date Payment Type Payment Number Payment Amount** 

Check 06/06/2022 727.28 201725

**Payable Date Discount Amount Payable Number** Description **Due Date Payable Amount** 052422 Ambulance Refund - B Jones 05/24/2022 05/24/2022 0.00 727.28

**Vendor Number Vendor Name Total Vendor Amount** INC1145 ROBERTS JR., CLARENCE 55.27

**Payment Type Payment Number Payment Date Payment Amount** 

Check 201726 06/06/2022 55.27 **Payable Amount Payable Number** Description **Payable Date Due Date Discount Amount** 

customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 55.27 052722

Vendor Number **Vendor Name Total Vendor Amount ROCHELLE JANITORIAL SUPPLY** 02241 83.62

**Payment Type Payment Number Payment Date Payment Amount** 

Check 201727 06/06/2022 83.62

Payable Number Description **Payable Date Due Date Discount Amount Payable Amount** LAUNDRY DETERGENT 05/31/2022 053122-1 05/31/2022 0.00 83.62

6/6/2022 12:57:08 PM

APPKT005 Section VI, Item 1.

Vendor Number Vendor Name

00596 ROCHELLE MUNICIPAL UTILITIES

59,660.70

**Total Vendor Amount** 

**Total Vendor Amount** 

Payment Type Payment Number Payment Date

**Payment Date Payment Amount** 06/06/2022 59,660.70

Check <u>201728</u>

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount060222Utilities06/02/202206/02/20220.0059,660.70

Vendor Number Vendor Name

09788 ROCHELLE RESCUE MISSION INC 2,500.00

Payment Date Payment Amount

Payment Type Payment Number
Check 201729

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

060122 Rescue Mission Donation 06/01/2022 06/01/2022 0.00 2,500.00

 Vendor Number
 Vendor Name

 INC1146
 ROSS HARRY

Total Vendor Amount

INC1146 ROSS, HARRY

SLATE ROCK FR

10894

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 201730
 06/06/2022
 56.01

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

Payable Number Description Payable Date Due Date Discount Amount Payable Amount 052722 customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 56.01

Vendor Number Vendor Name Total Vendor Amount

INC1148 SANDERSON, MARGARET 129.14

Payment Type Payment Number Payment Amount

Check 201731
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

052722 customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 129.14

SSETE COSTONIC INICIDENT CONTROL CONTR

Vendor Number Vendor Name Total Vendor Amount

 INC1149
 SCHULTZ, RAE ANNE
 131.35

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check <u>201732</u> 06/06/2022 131.35

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>052722</u> customer final bill overpayment refund 05/27/2022 05/27/2022 0.00 131.35

Vendor Number Vendor Name Total Vendor Amount

Payment Type Payment Number Payment Amount

Check 201733 06/06/2022 903.01
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

 52496
 FR Clothing
 05/26/2022
 05/26/2022
 0.00
 376.24

 52554
 FR Clothing
 05/27/2022
 05/27/2022
 0.00
 526.77

<u>52.557</u> IN Clothing 05/21/2022 05/21/2022 0.00 520.77

 Vendor Number
 Vendor Name
 Total Vendor Amount

 01324
 STANDARD EQUIPMENT COMPANY
 4,036.31

Payment TypePayment NumberPayment DatePayment AmountCheck20173406/06/20224,036.31

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>P36428</u> Hose,plugs/comp joint/gasket/bolt/seals 05/25/2022 05/25/2022 0.00 4,036.31

Vendor Number Vendor Name Total Vendor Amount

 09833
 STAPLES BUSINESS CREDIT
 2,500.47

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

06/06/2022 2,500.47 Check 201735 **Payable Date Due Date Discount Amount Payable Number** Description **Payable Amount** Staples Credit 05/05/2022 05/05/2022 0.00 -8.50 7355347300-1-1 05/10/2022 05/10/2022 0.00 102.47 office supplies 7356444523-0-1 Chair Ball 05/16/2022 0.00 05/16/2022 24.24 7356449850-0-2 **Council Chambers Chairs** 05/20/2022 05/20/2022 0.00 1,499.87 7356449850-0-5 0.00

Copier Paper 05/11/2022 05/11/2022 148.98 7356568026-0-1 7356796591-0-1 Dry Erase Board and misc Ofc supplies 05/13/2022 05/13/2022 0.00 351.64 7356796591-2-1 Dry Erase Board for Investigations Div. 05/23/2022 05/23/2022 0.00 195.99

6/6/2022 12:57:08 PM Pag

903.01

					-	
Payment Register					АРРКТ005	Section VI, Item 1.
7356881157	'-0-1	Office Supplies	05/16/2022	05/16/2022	0.00	150.62
7357650615		office supplies	05/26/2022	05/26/2022	0.00	35.16
7007000020		omee supplies	03/20/2022	03/ 20/ 2022	0.00	33.20
Vendor Number	Vendor Nam	ne e				<b>Total Vendor Amount</b>
INC1150	STEED, SHELI	BY				20.48
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check	201736				06/06/2022	20.48
Payable Nur	nber	Description	Payable Date	<b>Due Date</b>	<b>Discount Amount</b>	Payable Amount
052722		customer final bill overpayment refund	05/27/2022	05/27/2022	0.00	20.48
Vendor Number	Vendor Nam	ne				Total Vendor Amount
08892	TIPPETT, DAV	VID				101.00
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check	201737				06/06/2022	101.00
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
052722		customer final bill overpayment refund	05/27/2022	05/27/2022	0.00	101.00
Vendor Number	Vendor Nam	e				<b>Total Vendor Amount</b>
07262	TOTAL WATE	ER TREATMENT SYSTEMS				32.00
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check	201738				06/06/2022	32.00
Payable Nur	nber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0985341		DI Service 6/1/22 to 6/30/22	05/27/2022	05/27/2022	0.00	32.00
Vendor Number	Vendor Nam	ne				<b>Total Vendor Amount</b>
08658	TRUGREEN P	PROCESSING CENTER				592.49
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check	201739				06/06/2022	592.49
Payable Nur	mber	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>157041837</u>		Lawn treatment at airport rental house	05/05/2022	05/05/2022	0.00	77.56
<u>157057980</u>		Lawn treatment at airport	05/05/2022	05/05/2022	0.00	514.93
Vendor Number	Vendor Nam					<b>Total Vendor Amount</b>
04522	TURNER, DE					1,340.00
Payment Type	Payment Nu	mber			Payment Date	Payment Amount
Check	201740				06/06/2022	1,340.00
Payable Nur <u>2589</u>	nber	<b>Description</b> JANITORIAL SERVICES	<b>Payable Date</b> 05/29/2022	<b>Due Date</b> 05/29/2022	Discount Amount 0.00	1,340.00
Vendor Number	Vendor Nam	ne.				Total Vendor Amount
04351	TYNDALE CO					880.95
Payment Type	Payment Nu				Payment Date	Payment Amount
Check	201741	<del></del>			06/06/2022	880.95
Payable Nur		Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2701479</u>	-	FR Clothing	05/24/2022	05/24/2022	0.00	880.95
Vendor Number	Vendor Nam	ne				Total Vendor Amount
07180	ULINE					109.25

<u>2701479</u>		FR Clothing	05/24/2022	05/24/2022	0.00	880.95
Vendor Number	Vendor Name					Total Vendor Amount
<u>07180</u>	ULINE					109.25
Payment Type	Payment Num	ber			Payment Date	<b>Payment Amount</b>
Check	201742				06/06/2022	109.25
Payable Number Description		Payable Date	Due Date	<b>Discount Amount</b>	Payable Amount	
149149483		2' Fiberglass ladder	05/19/2022	05/19/2022	0.00	109.25
Vendor Number	Vendor Name					Total Vendor Amount
03986	UNIVERSAL UT	ILITY SUPPLY CO				147.88
Payment Type	Payment Num	ber			Payment Date	Payment Amount
Check	201743				06/06/2022	147.88
Payable Num	ber	Description	Payable Date	Due Date	<b>Discount Amount</b>	Payable Amount
3037566		Double Eye Support Grips	05/26/2022	05/26/2022	0.00	147.88

**Payment Register** 

**Vendor Number** 

Section VI, Item 1. APPKT005

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

848.36

00991 **USA BLUEBOOK** 

**Payment Type Payment Number** 

**Vendor Name** 

**Payment Date Payment Amount** 201744 06/06/2022 848.36 Check

**Discount Amount Payable Number** Description **Payable Date Due Date Payable Amount** 

993847 05/27/2022 05/27/2022 0.00 848.36 Lead Gate Valve/Stainless Steel Probe

**Vendor Number Vendor Name** 

INC1130 VALLEY SECURITY COMPANY 710.00

**Payment Type Payment Number Payment Date Payment Amount** 

06/06/2022 Check 201745 710.00

Payable Number Description **Payable Date Due Date Discount Amount Pavable Amount** 

282 Repair of a detention door hinge iin PD 05/25/2022 05/25/2022 0.00 710.00

**Vendor Name Vendor Number** 

**VALU PROS INC1115** 1.800.00 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201746 06/06/2022 1,800.00

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 051022 Large Car property appraisal 05/10/2022 05/10/2022 0.00 1,800.00

**Total Vendor Amount** 01104 **VERIZON WIRELESS** 4,398.10

**Vendor Number Vendor Name** 

Payment Type **Payment Number Payment Date Payment Amount** 06/06/2022 Check 201747 79.06

**Payable Date Due Date Discount Amount Pavable Number** Description **Payable Amount** 9906958839 Verizon DataLine 05/20/2022 05/20/2022 0.00 79.06

06/06/2022 4,319.04 201748 Payable Number Payable Date Description **Due Date Discount Amount Payable Amount** 

9906564092 Cellphone & iPad Charges 05/15/2022 05/15/2022 0.00 4,319.04

**Vendor Number Vendor Name Total Vendor Amount** 

00635 VIKING CHEMICAL COMPANY 2 382 20 **Payment Type Payment Number Payment Date Payment Amount** 

Check 201750 06/06/2022 2,382.20 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 129208 Hydrofluosilcic Acid/ Sodium Hypochlorite Solution 05/25/2022 05/25/2022 0.00 721.55 129209 Hydrofluosilcic Acid/ Sodium Hypochlorite Solution 05/25/2022 05/25/2022 0.00 772.10

Hydrofluosilcic Acid/ Sodium Hypochlorite Solution 05/25/2022 05/25/2022 0.00 1.068.55 129210 129211 Deposit Return 05/25/2022 05/25/2022 0.00 -180.00

**Vendor Number Vendor Name Total Vendor Amount** 

00663 WESCO RECEIVABLES CORP 13,316.00 **Payment Number Payment Amount** 

**Payment Type Payment Date** Check 201751 06/06/2022 13,316.00

Payable Number **Discount Amount** Description **Payable Date Due Date Payable Amount** 13,316.00 **Hubbell Switchgear** 05/20/2022 05/20/2022 541736 0.00

**Vendor Number Vendor Name Total Vendor Amount** 

WESTMORELAND, RANDALL INC1152 26.92 **Payment Type Payment Number Payment Date Payment Amount** 

06/06/2022 Check 201752 26.92

Description **Payable Date Due Date Discount Amount Payable Amount Payable Number** 05/27/2022 05/27/2022 0.00 customer final bill overpayment refund 26.92 052722

Vendor Name Vendor Number **Total Vendor Amount** <u>10553</u> WFX BANK 14.110.54

**Payment Date Payment Type Payment Number Payment Amount** 

Check 06/06/2022 14,110.54

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** MAY22-ADMIN Admin Fees 05/23/2022 05/23/2022 0.00 -159.19

6/6/2022 12:57:08 PM 49

				Г		٦
Payment Register				АРРКТ005	Section VI, Item 1.	2
MAY22-ADVCOMM	Gas For the Work Truck	05/23/2022	05/23/2022	0.00	82.39	
MAY22-DISTRIBUTION	Vehicle Fuel	05/23/2022	05/23/2022	0.00	3,844.04	
MAY22-ENGINEERING	Engineering fuel	05/23/2022	05/23/2022	0.00	178.76	
MAY22-FIRE	Fire Department Fuel	05/23/2022	05/23/2022	0.00	1,685.45	
MAY22-GENERATION	D1 TRUCK FUEL	05/23/2022	05/23/2022	0.00	115.91	
MAY22-POLICE	Squad Fuel	05/23/2022	05/23/2022	0.00	5,684.17	
MAY22-WATER	Fuel for Water Vehicles	05/23/2022	05/23/2022	0.00	1,287.97	

05/23/2022

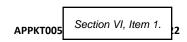
05/23/2022

0.00

1,391.04

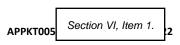
MAY22-WATERREC

Fuel for Water Rec Vehicles



#### **Payment Summary**

		Payable	Payment		
Bank Code	Туре	Count	Count	Discount	Payment
Allocated Cash	Check	160	107	0.00	1,368,478.89
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
	Packet Totals:	160	108	0.00	1,368,478.89



#### **Cash Fund Summary**

FundNameAmount91Cash Allocation-1,368,478.89

Packet Totals: -1,368,478.89

#### **File Attachments for Item:**

2. Ordinance Waiving the Competitive Bidding Requirements and Authorizing the City Manager to Enter Into a Small Municipal and County Government Enterprise Agreement with Environmental Systems Research Institute, Inc.

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND

AUTHORIZING THE CITY MANAGER TO ENTER INTO A SMALL MUNICIPAL

AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT WITH

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

**Staff Contact:** Casey Heuer, GIS Coordinator

The resolution presented is to approve the expenditure of \$84,750 split over three years per **Summary:** the terms of ESRI Small Municipal and County Government Enterprise Agreement. This agreement allows the City of Rochelle to maintain its already existing ESRI Small Government Enterprise License at \$28,250 per year, a \$3,250 increase from \$25,000 the previous year which accounts for tracker licenses and software inflation. The \$28,250 will be billed in June of each year for the next three years per the agreement and the cost will be divided up between the City departments. ESRI is the leading Geographic Information Systems (GIS) software company in the world, controlling the largest market of GIS globally and is seen as the industry standard. The ESRI Small Government Enterprise License provides the city (and entire RMU service area) support of the City's strategic initiatives with the software and capabilities to administer and manage historic and future spatial data and databases, and create maps and applications needed for everyday city use publicly and internally. Additionally, the ESRI Small Government Enterprise License/GIS is used for every department within the City whether it be by mapping utility locations, zoning, database administration, or the integration of VUEWorks. The GIS created using this license is also utilized to increase public awareness and foster transparency and visual clarity to the residents. Such examples include the maps made for the Sound the Alarm event that just happened, parade routes, road closures, public events, or any utility work that may affect our residents (some applications and data sharing services are still in production). Without this license, those functions cannot continue. The City of Rochelle has been using ESRI software for many years and this agreement and purchase is to lock in the current price (\$28,250) to be billed annually for the next three years. This agreement will also provide for additional benefits like lower cost per unit for licensed software, reduced administrative and procurement expenses, and complete flexibility to deploy software products when and where deemed necessary.

#### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Network Admin and divided between all departments (2022-2023)		\$28,250
Network Admin and divided between all departments (2023-2024)		\$28,250
Network Admin and divided between all departments (2024-2025)		\$28,250

<u>Strategic Plan Goal Application:</u> Long-Term Complex-7 Explore projects that focus on improving the quality of life in Rochelle. Long-Term Routine-4 Incorporate dynamic planning and evaluation (review and revise) in City-wide planning efforts. Short-Term Routine-2 Continue to enhance use of technology in the City.

**Recommendation:** To approve the resolution and authorize the City Manager to sign the three-year agreement for the ESRI Small Government Enterprise Agreement and License.

# Esri Use Only: Cust. Name Cust. # PO # Esri Agreement #



#### SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

**ArcGIS Monitor** 

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

#### **Enterprise Additional Capability Servers**

ArcGIS Image Server

#### **Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Tracker for ArcGIS Enterprise

5 ArcGIS Tracker for ArcGIS Online

2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

2 ArcGIS Utility Network User Type Extensions (Enterprise)

2 ArcGIS Trace Network User Type Extensions (Enterprise)

#### **OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	2	
Number of Tier 1 Help Desk individuals authorized to call Esri	2	
Maximum number of sets of backup media, if requested*	2	
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri		
facilities purchased outside this Agreement		

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

Page 1 of 6 August 31, 2021

56

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

agreed to by the parties ("Effective Date").	
Term of Agreement: Three (3) years	
This Agreement supersedes any previous agreements arrangements between the parties relating to the licen Product Updates, no modifications can be made to this	sing of the Products. Except as provided in Article 4—
Accepted and Agreed:	
(Customer)	
By:Authorized Signature	
Printed Name:	
Title:	
Date:	
CUSTOMER COM	NTACT INFORMATION
Contact:	Telephone:
Address:	Fax:
City, State, Postal Code:	E-mail:
Country:	

Quotation Number (if applicable):

Page 2 of 6 August 31, 2021

#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- 1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

Page 4 of 6 August 31, 2021

- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE
  PROCEDURES, DELIVERY, AND
  DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

Page 5 of 6 August 31, 2021

### 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Page 6 of 6 August 31, 2021

61



March 28, 2022

Mr. Douglas Lynch City of Rochelle 333 Lincoln Hwy Rochelle, IL 61068-1641

#### Dear Doug,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

• Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

- 2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
- 3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
- 4. Send the purchase order and agreement to the address, email or fax noted below:

Esri e-mail: service@esri.com

Attn: Customer Service SG-EA fax documents to: 909-307-3083

380 New York Street Redlands, CA 92373-8100

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angela Bramer





Environmental Systems Research Institute, Inc. 380 New York St

Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 3/22/2022 To: 6/20/2022

#### **Quotation # Q-447402**

Date: March 28, 2022

Customer # 474983 Contract # ENTERPRISE

**AGREEMENT** 

City of Rochelle Engineering Department 333 Lincoln Hwy Rochelle, IL 61068-1641

ATTENTION: Douglas Lynch PHONE: 5136001316

EMAIL: dlynch@cultivategeospatial.com

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations	s of 0 to 2	5,000 Small Government Term Enterprise License Agreement		
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations	s of 0 to 2	5,000 Small Government Term Enterprise License Agreement		
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations	s of 0 to 2	5,000 Small Government Term Enterprise License Agreement		
167922	25		\$30.00	\$750.00
ArcGIS Tra	icker for A	rcGIS Online Term License- Year 1		
167922	25		\$30.00	\$750.00
ArcGIS Tra	icker for A	rcGIS Online Term License- Year 2		
167922	25		\$30.00	\$750.00
ArcGIS Tra	cker for A	rcGIS Online Term License- Year 3		

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:Email:Phone:Angela Bramerabramer@esri.com(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information may not be given to outside parties or used for any other purpose with consent from Esri. Delivery is FOB Origin.



Environmental Systems Research Institute, Inc.

380 New York St Redlands, CA 92373-8100

Phone: (909) 793-2853 Fax: (909) 307-3049 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 3/22/2022 To: 6/20/2022

#### **Quotation # Q-447402**

Section VI. Item 2.

Date: March 28, 2022

Customer # 474983 Contract # ENTERPRISE

**AGREEMENT** 

City of Rochelle Engineering Department 333 Lincoln Hwy Rochelle, IL 61068-1641

ATTENTION: Douglas Lynch PHONE: 5136001316

EMAIL: dlynch@cultivategeospatial.com

Subtotal: \$84,750.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$84,750.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Email:

For questions contact:

Angela Bramer abramer@esri.com

Phone:

(909) 793-2853 x8378

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information may not be given to outside parties or used for any other purpose with consent from Esri. Delivery is FOB Origin.

# Esri Use Only: Cust. Name Cust. # PO # Esri Agreement # \_\_\_\_\_\_



#### SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise and Workgroup

(Advanced and Standard)

**ArcGIS Monitor** 

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager

#### **Enterprise Additional Capability Servers**

**ArcGIS Image Server** 

#### **Developer Tools**

ArcGIS Engine

ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS

Spatial Analyst, ArcGIS Engine Geodatabase Update,

ArcGIS Network Analyst, ArcGIS Schematics

ArcGIS Runtime (Standard)

ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Tracker for ArcGIS Enterprise

5 ArcGIS Tracker for ArcGIS Online

2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

2 ArcGIS Utility Network User Type Extensions (Enterprise)

2 ArcGIS Trace Network User Type Extensions (Enterprise)

#### **OTHER BENEFITS**

Number of Esri User Conference registrations provided annually	2	
Number of Tier 1 Help Desk individuals authorized to call Esri	2	
Maximum number of sets of backup media, if requested*	2	
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement		

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

Page 1 of 6 August 31, 2021

66

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years	
This Agreement supersedes any previous agreement arrangements between the parties relating to the licer Product Updates, no modifications can be made to the	nsing of the Products. Except as provided in Article 4—
Accepted and Agreed:	
(Customer)	
By:Authorized Signature	
Authorized Signature	
Printed Name:	
Title:	
Date:	
CUSTOMER CO	NTACT INFORMATION
Contact:	Telephone:
Address:	Fax:
City, State, Postal Code:	E-mail:
Country:	

Quotation Number (if applicable):

Page 2 of 6 August 31, 2021

#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- 3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE
  PROCEDURES, DELIVERY, AND
  DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

Page 5 of 6 August 31, 2021

### 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Page 6 of 6 August 31, 2021

71

## THE CITY OF ROCHELLE Ogle County, Illinois

## ORDINANCE NO. \_\_

AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

# CITY OF ROCHELLE Ogle County, Illinois

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

# AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SMALL MUNICIPAL AND COUNTY GOVERNMENT ENTERPRISE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

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

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

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

**WHEREAS**, the City of Rochelle ("City") operates various utilities the Rochelle Municipal Utilities ("RMU"), one of its departments; and

**WHEREAS**, the City, the various utilities of the RMU, and other City Departments utilize Geographic Information Systems (GIS) software; and

**WHEREAS**, Environmental Systems Research Institute, Inc. ("ESRI") is the leading GIS software company in the world and is the City's current GIS software provider; and

**WHEREAS**, the City seeks to extend its GIS software contract with ESRI for an additional three years; and

**WHEREAS**, the City's staff has concluded that the GIS software is necessary to the operation of the RMU, the City's various department, and meets the City's needs and requirements for its GIS-related daily business and program management; and

**WHEREAS**, ESRI's GIS software would continue to serve the City's various department and the RMU's multiple utilities GIS needs; and

**WHEREAS**, the City desires to waive competitive bidding requirements and authorize the City Manager to execute an agreement with ESRI for a three-year software agreement not to exceed \$28,250.00 annually; 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 requirements and authorize the City Manager to execute a Small Municipal and County Government Enterprise Agreement with ESRI (Exhibit 1) not to exceed \$28,250.00 annually; and

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

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

<u>SECTION TWO</u>: The Mayor and City Council of the City of Rochelle hereby to waive the competitive bidding requirements and authorize the City Manager to execute a Small Municipal and County Government Enterprise Agreement with ESRI (Exhibit 1), for a three-year term, not to exceed \$28,250.00, subject to the review and revision as to the form and substance by the City Attorney.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: 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.

<u>SECTION FIVE</u>: The City Clerk shall publish this Ordinance in pamphlet form.

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

PASSED THIS 13th day of June, 2022.		
AYES:		
NAYS:		
ABSENT:		
APPROVED THIS 13th day of June, 2022.		
	MAYOR	
ATTEST:		

CITY CLERK

STATE OF ILLINOIS	) ) SS.			
COUNTY OF OGLE	) 55.			
	CERTI	FICATE		
I, Rose Hueramo, City	Clerk of the City	of Rochelle, Coun	aty of Ogle and Sta	ate of Illinois
DO HEREBY CERTIFY that	the foregoing is a	a true and correct	copy of Ordinanc	e No
"AN ORDINANCE WAIVI	NG THE COMP	ETITIVE BIDDI	NG REQUIREM	ENTS ANI
AUTHORIZING THE CITY	MANAGER TO	ENTER INTO A	SMALL MUNIO	CIPAL ANI
COUNTY GOVERNMENT	ENTERPRISE	AGREEMENT	WITH ENVIRO	ONMENTAI
SYSTEMS RESEARCH INST	ГІТUTE, INC.", w	hich was adopted	by the Mayor and	City Counci
of the City of Rochelle on Jun	e 13, 2022.			
IN WITNESS WHER	EOF, I have hereur	nto set my hand ar	nd affixed the corp	orate seal of
the City of Rochelle this 13th	day of June, 2022.			

CITY CLERK

# **File Attachments for Item:**

3. Motion to Approve a Collective Bargaining Agreement Between the City of Rochelle and Internation Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through April 30, 2026

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Collective Bargaining Agreement Between the City of Rochelle and International

Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through

April 30, 2026

# **Staff Contact:**

Nancy Bingham

# **Summary:**

The current collective bargaining agreement with the IBEW Division of Streets and Cemetery expired on April 30, 2022. Our team met with their group over the course of a couple of in-person meetings to negotiate a new agreement. Our teams reached a tentative agreement for the entire package April 18<sup>th</sup>, due to scheduling, the IBEW Streets and Cemetery union met and ratified the collective bargaining agreement on May 19, 2022.

The proposal represents a good compromise, where both sides gave and received concessions.

Attached is the redlined tentative agreement with the new provisions. Most of the provisions from the previous agreement carried over to the new one. Below is a brief summary of the major changes to the new proposed agreement Effective May 1, 2022. Some minor corrections to position titles were included in the changes.

**Term of Contract**: 4 Years – May 1, 2022 – April 30, 2026

**Jury Duty**: An employee called for jury duty shall be paid his or her straight time hourly rate for scheduled hours and retain any payment for such jury duty.

**Holidays**: Martin Luther King Jr. Day was added to the calendar.

**Work on a Holiday:** An employee who works on an observed holiday shall receive two (2) times the employee's regular rate of pay for all hours worked increase from one and half times (1.5)

**Group Insurance:** Employee premium percentage changes as follows:

From: Employee Only to 16% and Family to 19%

To: 01/01/23 thru 12/31/2024 Employee Only to 18% and Family to 20%

On or after April 30, 2024, the City and Union will meet to negotiate for limited purpose of determining existing employees, Employee Only and Family insurance contributions for 2025 and 2026.

### Normal Work Day/Work Week:

Updated to current hours 6:30 a.m. to 3:00 p.m.

Day of week changed for street sweeping to Mondays or as designated day selected may be changed with notice from Director of Public Works.

**Standby:** Changed from a flat rate to 1 hour at 1.5 times the regular rate of pay, Monday-Friday. 1 hour at 2 times the regular rate of pay, Weekends and Holidays.

# **New Certification Incentive Program:**

The city will provide and pay for training opportunities for employees to gain skills which are beneficial for both the employee and the City. Each year, the Director of Public Works will provide a list of training/skills classes as well as the designated annual incentive for completion of said classes. All employees will be permitted to attend trainings based on budget and staffing. Employees will be eligible to receive the designated incentive pay in December of each year provided the employee is still employed with the City of the date the incentive are paid. Employees will be eligible for payment of all incentives for each year they maintain certifications for the skill/training.

The list of certifications in the program and the incentive amounts:

Work Zone Temporary Traffic Control Technician: Annual Incentive \$50

Signs & Pavement Markings Technician Level 1: \$250

Signs Technician Level II: \$500

Pavement Markings Technician Level II: Annual Incentive \$750

Traffic Signal Technician: Annual Incentive \$500

Traffic Signal Field Technician Level II: Annual Incentive \$750

Traffic Signal Inspector: Annual Incentive \$750 ISA Certified Arborist: Annual Incentive \$750

Municipal Separate Storm Sewer System (MS\$) Bundle: Annual Incentive \$500

Fleet Certification Program Choices:

Certified Automotive Fleet Specialist program: Annual Incentive \$500

Certified Automotive Fleet Manager certification program: Annual Incentive \$750

Illinois Pesticide Act Licensing:

Mosquito Control: Annual Incentive \$250

Ornamental Pest Control: Annual Incentive \$250 Right-of-way Pest Control: Annual Incentive \$250

# Wages: Exhibit A

Effective on the fiscal basis as previous agreement.

January 1, 2023 - 3%

January 1, 2024 – 3%

January 1, 2025 – 3%

January 1. 2026 – 3%

# **Lead Person:**

Effective 1/1/2023 \$1.75 over Top Operator Effective 1/1/2024 \$2.50 over Top Operator

## Foreman:

Effective 1/1/2023 \$4.00 over Top Operator Effective 1/1/2024 \$5.00 over Top Operator

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

# **Strategic Plan Goal Application:**

**Recommendation:** Approve the Collective Bargaining Agreement Between the City of Rochelle and International Brotherhood of Electrical Workers Local 196 with the term of May 1, 2022 through April 30, 2026

# AGREEMENT

Between

# CITY OF ROCHELLE

Divisions of Street and Cemetery

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 196

May 1,  $20\underline{22}\underline{19}$  through April 30,  $20\underline{26}\underline{22}$ 

TABLE OF CONTENTS	Page
Agreement	3
Preamble	3
Article 1 Recognition	3
Article 2 Management Rights.	4
Article 3 Union Recognition.	5
Article 4 No Strikes or Lockouts.	6
Article 5 Dues Deduction6	
Article 6 Grievance Procedure and Arbitration	6
Article 7 Residency	8
Article 8 Seniority	8
Article 9 Job Posting and Bidding	9
Article 10 Layoff and Recall	10
Article 11 Paid Leave of Absence.	11
Article 12 Unpaid Leave of Absence.	12
Article 13 Sick Leave	13
Article 14 Non Discrimination.	14
Article 15 Discipline	14
Article 16 Safety	15
Article 17 Unit Work	15
Article 18 Holidays	15
Article 19 Vacations	16
Article 20 Group Insurance.	18
Article 21 Retirement	19
Article 22 Hours of Work and Overtime	19
Article 23 Wages	20
Article 24 Savings Clause	20
Article 25 Complete Agreement	21
Article 26 Duration and Termination.	22
Exhibit A Wage Schedule	23

#### **AGREEMENT**

This Agreement is entered into between the City of Rochelle, an Illinois municipal corporation (hereinafter "Employer") for its Divisions of Street and Cemetery and Local Union No. 196, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Local Union 196" or "Union").

#### **PREAMBLE**

The purpose of this Agreement and the intent of the parties is to establish harmonious understandings and relationships between and among Employer, Union and employees covered; to promote efficiency and effectiveness in the provision of services to residents of the City of Rochelle; and to establish rates of pay, wages, hours of work, and other conditions of employment for the employees covered. Therefore, the parties agree, by their duly authorized agents, to comply with the terms set forth in this Agreement for the term thereof.

#### ARTICLE 1 - RECOGNITION

Section 1.1 Recognition of Union Pursuant to certification of the Illinois State Labor Relations Board dated March 25, 1993 in Case No. S-RC-93-61, Employer recognizes the Union as the exclusive bargaining agent for all employees in the unit set forth below for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as defined in the Illinois Public Relations Act (the "Act").

Scope of Union All regular full-time and regular part-time employees of the Divisions of Street and Cemetery of the City of Rochelle, but excluding all supervisors, confidential employees, and managerial employees as defined by the Act, and all other employees of the City of Rochelle.

<u>Composition of Unit</u> The current unit job classifications are: Foreman, Leadperson, Mechanic, Operator, Grounds Maintenance and Minor Maintenance.

Section 1.2 <u>Definition of Employees and Employer</u> Whenever used in the Agreement, "employees" shall mean all regular full-time and regular part-time employees (defined in Section 1.3 and 1.4 of this Article) employed within the Scope of Unit (defined in Section 1.1 of this Article) by Employer. "Employee" shall mean anyone of the employees.

<u>Section 1.3</u> <u>Definition of Regular Full-time Employees</u> Those employees who are normally scheduled to work 40 hours per week and have completed a 6-month probationary period.

Section 1.4 Definition of Regular Part-time Employees Those employees who are normally scheduled to work not more than 32 hours per week (1,664 hours per calendar year) in an established job classification, and have completed a 6-month probationary period. The scheduling of regular part-time employees shall not result in the loss of regular employment for regular full-time employees, or affect the status of or impede the promotional opportunities of regular full-time employees. All benefits provided for in this Agreement shall, unless stated as being for or applicable to regular part-time employees, be provided only to regular full-time employees.

<u>Section 1.5</u> <u>Definition of Probationary Employee</u> An employee (including an employee rehired after termination of seniority) shall be in "probationary" status for the first 6 months of his/her employment or reemployment. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement, nor shall such employee have recourse to the grievance procedures and arbitration provisions of this Agreement.

Section 1.6 Definition of Short-Term Employees Those employees who are employed for less than 2 consecutive calendar quarters during the calendar year without a reasonable expectation of being rehired in a subsequent calendar year. The employer may rehire a short-term employee in a subsequent calendar year if the short-term employee performed satisfactorily in a previous calendar year. Short-term employees shall not be members of the bargaining unit or covered by this Agreement except as provided for in this Section. Short-term employees maybe assigned to seasonal work such as grass cutting, snow shoveling, light maintenance and other similar work, except that there shall be no overtime for short-term employees unless all regular full-time employees are employed and such overtime does not cause the lay off of any regular full-time employee.

Section 1.7 Job Classifications In the event any current unit job classification is changed or a new classification is added, such changed or new classification shall become a part of this unit. Employer shall give the Union Steward and Local 196 office notice of such changed or new classification and of the duties associated with such classification. If the changed or new classification involves significantly changed or new duties, within 10 calendar days of such notice Employer shall meet with the Union, if timely requested by the Union, to negotiate an appropriate pay level for the changed or new classification. If agreement cannot be reached after a reasonable period of negotiation, Union has recourse to Article 6, Grievance Procedures and Arbitration.

<u>Section 1.8</u> <u>No Guarantee</u> This Article is not meant to be nor shall it be construed as a guarantee by Employer of hours of work per week or per year for any employee, or that any current unit job classifications (or any changed or new unit job classifications) shall be maintained or filled by Employer.

# ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 Retention of Managerial Prerogatives All rights, powers, functions, and authority of management (including those which the Employer had prior to the signing of this Agreement, whether or not exercised) which are not limited by the express language of this Agreement, are exclusively vested in and retained by the Employer, including but not limited to the right to determine the means, methods, and place of operations; to schedule and assign work and overtime to employees; to decide what work or services shall be performed by employees; to hire, discipline or discharge employees for cause; to transfer, promote or relieve employees from duty because of lack of work or funds or for other legitimate reasons; to maintain discipline, order and efficiency, to make and enforce reasonable work rules; to introduce new and improved methods, materials, equipment or facilities; provided that management, prerogatives will not be exercised for purposes of discrimination against any employee's membership in the Union.

#### ARTICLE 3 - UNION RECOGNITION

# Section 3.1 Union Steward

- (a) <u>Recognition of Steward/Alternate</u> From among the employees of Employer, the Union may designate and Employer will recognize a Steward to serve as the Union's agent in the representation of employees and an alternate who will serve only in the Steward's absence. To be eligible to serve or continue to serve as a Steward or alternate, the employee shall be a regular full-time employee of Employer. Employer shall not be required to recognize any employee as a Steward or alternate unless the Union has informed Employer, in writing, of the employee's name and designation as a Steward or alternate.
- (b) <u>Compensation of Steward/Alternate While Engaged in Union Activity</u> Employer will pay the Steward or alternate at the applicable straight-time rate for up to 4 work hours in the aggregate lost per calendar month investigating and processing grievances. The Steward shall be released for such activity upon prior approval of the <u>Superintendent of StreetsDirector of Public Works</u> pursuant to Section 3.3 of this Article.
- <u>Section 3.2</u> <u>Bulletin Board for Union Literature</u> Employer agrees that Union may use a bulletin board in the Street Division Garage break room to post notices concerning matters of official union business. Employer reserves the right to remove materials that are defamatory, derogatory, or which have no reasonable relationship to the permitted communications identified in this Section.

#### Section 3.3 Union Activity

- (a) <u>Grievance Processing</u> Should it be necessary that the Steward or alternate be temporarily released from duty in connection with grievance investigation or processing, or that an employee be temporarily released from duty to attend a grievance step meeting, the <u>Superintendent of StreetsDirector of Public Works</u> shall so be notified by the Steward or alternate. As much advance notice as possible shall be given since work scheduling problems may exist, and release shall not be unreasonably withheld by the Employer.
- (b) <u>Routine Union Business</u> Except as stipulated in Section 3.1 of this Article, no employee shall engage in Union activity including contacting the Steward, except in a case of emergency.
- Section 3.4 <u>Union Business Leave</u> Employer agrees to grant a leave of absence of not more than 5 consecutive working days per contract year without pay to the Steward for Steward training by the Union. The <u>Superintendent of StreetsDirector of Public Works</u> shall be notified in writing as to the scheduled date of such training. At least 2 weeks advance notice shall be given. Employer may refuse to grant unpaid leave for the Steward to attend Union-sponsored conventions and seminars if, in the judgment of the <u>Superintendent of StreetsDirector of Public Works</u>, the Steward's absence would adversely impact the operations of Employer.
- Section 3.5 Union Visitation Duly authorized representatives of Union shall be permitted at reasonable times during regular business hours to enter Employer's premises for the purpose of processing grievances or to discuss matters of mutual interest. Permission to enter the premises shall be obtained in advance. Such Union representatives shall be identified to Employer and on each occasion shall notify Employer of the time, place and reason for entering Employer's premises so as not to interfere with Employer's operations.

#### ARTICLE 4 - NO STRIKES OR LOCKOUTS

<u>Section 4.1</u> <u>No Strikes</u> There shall be no picketing, boycott, cessation of work, slowdown, strike, observance of any picket line, interference with the business of Employer or other disruptive activities by employees or Union during the term of this Agreement or any extension thereof.

<u>Section 4.2</u> <u>No Lockouts</u> There shall be no lockout of employees by Employer during the term of this Agreement or any extension thereof.

<u>Section 4.3 Union Cooperation</u> In the event of any action by employees prohibited by Section 4.1 of this Article, Union agrees to use its best efforts to have employees promptly return to their assigned work and resume normal duties.

<u>Section 4.4</u> <u>Discipline for Violation of Section 4.1</u> Any employee violating Section 4.1 shall be subject to immediate discharge.

<u>Section 4.5</u> <u>Employer Rights and Remedies</u> In the event of any action by employees or Union prohibited by Section 4.1 of this Article, Employer shall have the right to apply for and enforce any and all legal or equitable rights and remedies.

#### ARTICLE 5 - DUES DEDUCTION AND FAIR SHARE

Section 5.1 <u>Dues Deduction</u> For each employee in the bargaining unit who has filed with Employer a voluntary, effective check off authorization in the form attached as Exhibit B, Employer will deduct from such employee's wages once each month for a mutually determined pay period the regular monthly union dues assessed by Local Union 196. Employer shall forward said amount to Local 196 on the 10th day of the month following the month in which the deduction is made. If a conflict exists between the authorization form and this Article, the terms of this Article shall control.

If an employee has no earnings due for the pay period, the Union shall be responsible for collection of dues. Local Union 196 agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. Local Union 196 may change the fixed uniform percentage or dollar amount which will be considered the regular union dues no more than two (2) times each contract year during the term of this Agreement. Local Union 196 will give Employer 30 days notice of any such change in the amount of uniform dues to be deducted.

(b) Termination of Checkoff. Any bargaining unit member may terminate the due check-off by following the conditions set forth on the Union Dues Authorization form on file with Employer and Union.

#### ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

# Section 6.1 Purpose

(a) Exclusive Method It is the intent of the parties to this Agreement to use their individual and collective best efforts to minimize disputes and to promote and encourage prompt adjustment of employee grievances. The procedures set forth in this Article shall be the exclusive method for resolution of such grievances.

(b) <u>Informal Resolution</u> Employee disputes shall, within 5 working days of the occurrence of facts first giving rise to the dispute, be discussed by the employee and Steward with the <u>Superintendent of StreetsDirector of Public Works</u> at a time agreed to by the parties in an attempt to settle the matter promptly and without resort to the formal steps in this Article. If no resolution is reached at this meeting, the matter shall be processed in accordance with Section 6.3 of this Article.

### Section 6.2 Definitions

- (a) <u>Grievance Defined</u> A grievance shall mean a written complaint raised by an employee or employees as to the meaning, interpretation or application of the provisions of this Agreement, which is not informally resolved pursuant to Section 6.1(b).
- (b) <u>Grievant Defined</u> A grievant shall mean any employee or employees who files or file a grievance pursuant to Section 6.3 of this Article.
- (c) <u>Written Grievance</u> Grievant and the Union shall be bound by the facts, provisions of the Agreement and relief requested as presented in writing at Step 1.
- <u>Section 6.3</u> <u>Processing Steps</u> The following steps and time limits shall be adhered to in processing a grievance under this Agreement:
- (a) Step 1 Within 5 working days after the date of the informal resolution meeting, grievant shall present sufficient facts in writing of the matter which gave rise to the grievance, including the provisions of this Agreement that are involved and the relief requested, to the Superintendent of StreetsDirector of Public Works. Within 5 working days after receipt of the written grievance, the Superintendent of StreetsDirector of Public Works shall meet with grievant and Steward at a time agreed to by the parties to discuss the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from duty without loss of straight-time pay to attend the Step 1 meeting if such meeting is held during the grievant's normal work day.
- (b) <u>Step 2</u> If the grievance is not resolved at Step 1, grievant shall file a copy of the grievance with the City Manager within 5 working days after receipt of the Step 1 response. The City Manager and <u>Superintendent of StreetsDirector of Public Works</u> shall meet with the grievant and Union within 5 working days after receipt of the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from his or her regular duties without loss of straight-time pay to attend the Step 2 meeting if such meeting is held during the grievant's normal work `day.
- (c) Arbitration If the grievance is not resolved at Step 2, the grievance may be referred to arbitration upon written request of the Union made within 10 calendar working days after receipt of the Step 2 response. When arbitration is timely requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within 10 calendar days from the date on which arbitration is requested, the Union shall, within the following 5 calendar days, request the Federal Mediation and Conciliation Service to submit a panel of 7 arbitrators and shall provide Employer with a copy of such request. Within 5 working days after receipt of the panel, the Union shall strike 3 names and then Employer shall strike 3 names and the person whose name remains shall be the Arbitrator.

- (d) <u>Expenses</u> The expenses of the Arbitrator, including the cost of a court reporter and hearing room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, attendance of witnesses, representation by counsel, and a transcript of the proceedings.
- (e) <u>Arbitrator's Authority</u> The Arbitrator's decision shall be in writing and address only the specific issue(s) placed in dispute by the Step 1 grievance without recommendation on other matters. The Arbitrator shall have no authority to ignore, add to, take from or modify any of the provisions of the Agreement, or to limit or interfere with the powers, duties and responsibilities of Employer mandated by law or applicable judicial authority. The decision of the Arbitrator rendered within his authority shall be final and binding on the parties.

<u>Section 6.4</u> <u>Grievance Processing Representation</u> An employee may process a grievance with or without Union representative through Steps 1 and 2 of the grievance procedure provided the Union Representative is afforded the opportunity to be present at such steps and that any settlement made shall not be inconsistent with the terms of this Agreement.

#### Section 6.5 Time Limits

- (a) <u>Failure to Process Timely</u> If an employee, a grievant or the Union fails to seek informal dispute resolution, process a grievance, or pursue arbitration within the requisite time limits, the dispute or grievance shall be deemed resolved on the basis of the last response given by Employer.
- (b) <u>Withdrawal/Settlement</u> A grievance may be settled or withdrawn at any step of the grievance procedure. Union agrees it will not reprocess any settled or withdrawn grievance. Grievance settlements shall be in writing and shall be non-precedent setting unless expressly stated otherwise.
- (c) <u>Extensions</u> Any of the requisite time limits set forth in this Article may be extended by written agreement of the parties. Extensions will not be unreasonably withheld by either party.

# ARTICLE 7 - RESIDENCY

Section 7.1 Residency Requirement All employees of Employer shall reside within a 45-minute response time, of the Rochelle city limits; provided, however, that any employee who, on the effective date of this Agreement, resides outside the defined area may continue to reside outside that area so long as the employee does not move to another residence. Each employee hired after the effective date of this Agreement must establish residency within area defined above within one year from date of hire. An employee may apply to Employer for time extensions in special circumstances. An employee may be relieved from this residency requirement where, in the Employer's exclusive judgment, special circumstances exist justifying residence outside the defined area.

<u>Section 7.2</u> <u>Failure to Comply</u> If an employee fails to comply with the residency requirement, such noncompliance will constitute cause for disciplinary action up to and including discharge.

# ARTICLE 8 - SENIORITY

Section 8.1 Definition Of Seniority Seniority shall be an employee's length of service in

continuous employment within the bargaining unit from the date of most recent hire. Seniority shall accumulate unless terminated as provided below.

<u>Section 8.2</u> <u>Termination of Seniority</u> Seniority and employment shall be terminated when an employee:

- (a) is laid off for a period of 2 years or the employee's seniority at the beginning of layoff, whichever is lesser;
  - (b) resigns or retires from employment with Employer;
- (c) fails to report to work on the first scheduled work day after expiration of a leave of absence granted under Articles 11 or 12 of this Agreement;
- (d) fails to report to work within 7 calendar days after personal notice is given to the employee, or written notice is sent by certified mail, return receipt requested, to the employee's last known address, of recall from layoff;
- (e) is absent from work on 3 successive work days without notifying Employer during such period, and without showing just cause for being absent;
  - (f) is discharged for cause and not reinstated; or
- (g) during a leave of absence granted under Article 12, seeks or accepts other employment for monetary compensation.
- (h) medical inability to perform essential functions of the job, even with requested reasonable accommodation.
- <u>Section 8.3 Transfer Outside Bargaining Unit</u> Seniority shall be terminated when an employee is transferred to a position outside the bargaining unit after serving in such position for 6 months.
- <u>Section 8.4 Completion of Probationary Status</u> Upon completion of the probationary status defined in Section 1.5 of this Agreement, an employee shall be given seniority credit retroactive to the date of most recent hire.
- <u>Section 8.5</u> <u>Seniority List</u> An up-to-date seniority list for all employees in the bargaining unit shall be posted on the bulletin board and a copy shall be provided to the Steward.

#### ARTICLE 9 - JOB POSTING AND BIDDING

- <u>Section 9.1 Posting</u> Whenever a vacancy occurs in a bargaining unit job which Employer determines to fill or a new bargaining unit job classification is created, the job will be posted for bidding on the bulletin board for a period of 10 calendar days and a copy of the posting will be provided to the Steward. The posting shall briefly describe the job requirements and rate of pay.
- <u>Section 9.2</u> <u>Bidding</u> Regular full-time employees may bid on the posted job during the posting period. Bids shall be submitted to the Human Resources <u>Coordinator Director</u> in writing. The Steward may timely submit a bid on behalf of any active employee absent from work during the

posting period.

Section 9.3 Filling the Posted Job The job shall be awarded to a bidding employee who has the skill, ability and physical fitness perform the work. Where two or more employees bid for the job with substantially equal skill, ability and physical fitness to perform the work, seniority shall prevail. Employer may temporarily assign an employee to fill the job until it determines whether there are any such qualified bidders. If there are bidders but none is qualified, or if there are no bidders, Employer may offer the job to a qualified employee who did not bid, or may hire a new employee qualified to perform the job.

Section 9.4 <u>Trial Period</u> The employee filling a posted job shall complete a trial period of at least ninety (90) days but not more than one hundred twenty (120) days in order to become oriented to the job and confirm Employer's determination that he or she has the skill, ability and physical fitness to perform the work, and shall be returned to his prior job if he or she fails to so qualify.

<u>Section 9.5</u> <u>Limitation on Bidding</u> An employee awarded a posted job, or who declines a posted job award after bidding, shall not be entitled to bid again on a posted job for a period of one year, unless waived by the employer.

<u>Section 9.6</u> <u>Determination of Qualifications</u> Final determination of any employee's skill, ability and physical fitness to perform work shall be made by Employer, provided that any dispute over such determination shall be subject to resolution pursuant to the grievance and arbitration provisions of Article 6 of this Agreement.

#### ARTICLE 10 - LAYOFF AND RECALL

<u>Section 10.1</u> <u>Divisions</u> For purposes of this Article, Employer's operations shall consist of 2 divisions: Street and Cemetery. This Section shall not restrict Employer's right to assign employees to any other division.

Section 10.2 <u>Layoff</u> When in Employer's discretion, it becomes necessary to reduce the workforce of any division, employees shall be laid off as follows:

- (a) Short-term employees and then employees in probationary status shall be laid off first;
- (b) If further reductions are necessary, regular part-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;
- (c) If further reductions are necessary, regular full-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;
- (d) Any regular full-time employee laid off from a job in one division may exercise seniority to displace a junior employee in the same division or, if such displacement is not available, in another division, provided the employee exercising that right currently possesses the skill, ability and physical fitness to perform the work of the employee to be displaced.

Section 10.3 Recall When, in Employer's discretion, it becomes necessary to increase the workforce

of any division at a time when employees are on layoff from their regular jobs in that division, such employees shall be recalled in seniority order as follows:

- (a) If at the time of recall the employee is employed by Employer in another job, the employee may elect recall or remain in the job in which employed, provided such election is made within 24 hours of being offered recall. If the employee elects to remain in the job in which employed, the employee shall not thereafter be subject to recall from the preceding layoff. Failure to make a timely election shall be treated as an election to remain in the job in which employed;
- (b) If at the time of recall the employee is unemployed by Employer and has seniority, the employee shall be given notice of recall in person or by certified mail, return receipt requested, sent to the employee's last address shown on the records of the City HR Department. It is the responsibility of each employee eligible for such recall to notify the City HR Department of his or her current address. The employee shall have 7 calendar days from the date of such notice to accept recall and report to work. Employer may require the employee to pass a physical examination, conducted at Employer's expense by an Employer-designated doctor, as a prerequisite to returning to work.
- (c) Workforce increases not filled by recall pursuant to this Article shall be filled by the procedures set forth in Article 9 of this Agreement.

<u>Section 10.4</u> <u>Notice of Layoff</u> Employer shall give the Steward and affected employees notice of layoff not less than 14 calendar days prior to the effective date thereof, unless unusual circumstances prevent the giving of such notice.

<u>Section 10.5</u> <u>Determination of Qualifications</u> Final determination of an employee's skill, ability and physical fitness to perform work shall be made by Employer, provided that any dispute over such determination shall be subject to resolution pursuant to the grievance and arbitration procedures of Article 6 of this Agreement.

<u>Section 10.6</u> <u>Alternatives to Layoff</u> Nothing in this Article 10 shall prevent the Union and Employer from meeting and mutually agreeing to an alternative that would avoid the need for a layoff.

# ARTICLE 11 - PAID LEAVE OF ABSENCE

<u>Section 11.1 Jury Duty</u> An employee called for jury duty shall be paid the difference between the amount received for each day's jury service and his or her straight time hourly rate for scheduled hours, not to exceed 8 hours per day or 40 hours per week when participating in jury duty. The employee shall notify the <u>Superintendent of Streets Director of Public Works</u> as soon as possible after receiving a jury summons, and shall receive payment by Employer after presenting evidence of the days of jury service and the amount received.

Section 11.2 Military Leave An employee who is a member of a reserve military force of the United States or the State of Illinois and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois shall be granted a paid leave of absence during the period of such activity not to exceed 2 calendar weeks in any calendar year. Pay shall be the straight-time compensation that would have been received by the employee from Employer for scheduled hours during the two (2) week period, not to exceed eight (8) hours per day or forty (40) hours per week. The employee shall turn over to Employer his or her military pay for the two (2) week period. Federal law may require an extension of such leave under

unusual circumstances, and such extension shall be granted without pay.

Section 11.3 Bereavement Leave When there is a death in an employee's immediate family, the employee shall be granted up to 3 working days off with pay during the period commencing on the date of death and ending on the day of funeral. Pay shall be the employee's straight time hourly rate for scheduled hours lost due to arranging or attending the funeral, not to exceed 8 hours per day. To receive pay, the employee must have attended the funeral. For purposes of this Section 11.3, immediate family means the employee's spouse, child or stepchild, parent or step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, or any relative who at the time of death resided in the employee's household.

Unpaid time off may be granted upon reasonable request for an employee to attend the funeral of a relative outside the immediate family. An employee may be granted up to 4 hours with pay for work time lost serving as pallbearer on the day of the funeral of a non-relative.

<u>Section 11.4 Voting Leave</u> Employees wishing to vote in any primary election, general election or in relation to any public ballot are expected to do so prior to or subsequent to their normal working hours. Time off to vote may be done at the discretion of the Department head or supervisor if an employee's work schedule precludes him or her from voting.

<u>Section 11.5</u> <u>Falsification</u> False statements made to secure or support a leave, or any extension thereof, may result in discharge.

#### ARTICLE 12 - UNPAID LEAVES OF ABSENCE

<u>Section 12.1</u> <u>General</u> An unpaid leave of absence may be granted to a requesting employee who has at least 1 year of seniority. Such leave shall not exceed 6 consecutive months unless extended for up to an additional 6 consecutive months upon Employer's determination that special circumstances justify an extension. Seniority shall accumulate during the period of leave.

Section 12.2 Leave in Excess of Two Weeks Except as is otherwise provided in Section 12.4 of this Article, an employee granted unpaid leave of more than 2 consecutive weeks shall not be entitled to any pay or benefits from Employer during the period of leave, but may continue to participate in Employer's group insurance plan by timely payment of the applicable monthly premium; vacation and sick leave benefits accrued prior to the leave shall be granted after the employee returns to work.

Section 12.3 Reinstatement At the expiration of any leave of 30 calendar days or less, the employee shall be reinstated to his or her job and rate of pay. Except as is otherwise provided in Sections 12.4 and 12.5 of this Article, if the leave exceeds 30 calendar days, the employee is not guaranteed reinstatement to his or her job, and may be permanently replaced at Employer's discretion; however, at the expiration of such leave, Employer shall attempt to reinstate the employee to his or her job or one that is similar, if possible, depending on the employee's qualifications and job availability. Employer may require the employee to pass a physical examination, conducted at Employer's expense by an Employer-designated doctor, as a prerequisite to reinstatement.

# Section 12.4 FMLA

Both parties agree to follow the Family and Medical Leave Act with applicable law and policy in effect at time of execution.

<u>Section 12.5</u> <u>Military Leave</u> An employee who enlists into full-time active military service of the United States shall have such re-employment rights as are provided for under applicable federal law in effect at the time.

<u>Section 12.6 Falsification</u> False statements made to secure or support a leave, or any extension thereof, may result in discharge.

#### ARTICLE 13 - SICK LEAVE

Section 13.1 Sick Leave A regular full-time employee may accumulate sick leave up to 97.5 hours per year at a rate of three and three-quarters (3.75) hours per pay period. An eligible employee who has completed the probationary period shall be entitled to paid sick leave for an injury or illness which prevents the employee from working, and with respect to which the employee is not entitled to compensation under Workers Compensation/Occupational Insurance Benefits. An employee may accumulate unused sick leave up to a maximum of 1768 hours. Paid sick leave hours used by an employee shall be subtracted from the employees accumulated total. An employee will not be paid for unused sick leave upon termination of employment. During employee's use of sick leave, the employee shall continue to accrue benefits.

<u>Section 13.2</u> Sick leave may be used for the purpose of permitting an employee to be relieved of his/her duties during the critical illness of a spouse or child. Critical illness means an illness or injury requiring hospitalization and reasonable recovery time at home following a hospital stay. Additionally, sick leave may be used for Doctor's appointments for an employee, spouse, or child. Doctor's appointments can be for wellness care, illness, or injury.

<u>Section 13.3</u> Effective May 1, 1998, an employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended for any reason.

<u>Section 13.4 Sick Leave Incentive</u> An employee that uses less than 3 days sick leave, based on his or her regularly scheduled day (8 or 10-hour day) for a period of 1 year, shall receive an incentive award at his or her anniversary date based on the following schedule:

- A. Zero (0) days used \$350
- B. One (1) day used \$250
- C. Two (2) days used \$150

An employee using more than two (2) days during the 12 months immediately prior to his/her anniversary date is ineligible for a sick leave incentive award.

An employee shall be able to use up to 8 hours of sick leave, in 2 hour increments, for wellness care for himself or immediate family without affecting his sick leave incentive award. Employee may be required to provide a Doctor's Note or proof of appointment to have sick leave time count toward wellness care.

<u>Section 13.5 FMLA</u> In keeping with the provisions of Section 12.4 above, employees shall be required to use their accrued sick time and other paid leave in substitution for an otherwise unpaid FMLA leave. The use of such paid leave time for FMLA purposes shall otherwise be subject to the terms and conditions set forth in Section 12.4 above.

#### ARTICLE 14 - NON - DISCRIMINATION

<u>Section 14.1 Practices and Policies</u> The parties agree that in their respective practices and policies, and with regard application of any provisions of this Agreement, they shall comply with applicable and valid state and federal laws regarding non-discrimination and equal employment opportunity including the ADA which may require the Employer to implement a reasonable accommodation otherwise inconsistent herewith.

<u>Section 14.2 Union Activity</u> Neither the Union nor Employer shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activity, including membership or other proper activity on behalf of the Union, or to refrain from engaging in such activity.

<u>Section 14.3 Alleged Violations</u> Alleged violations of this Article shall not be subject to resolution under Article 6 of this Agreement.

Section 14.4 Nepotism Policy No employee shall hold a position where the employee supervises, checks, or audits the work of another employee within the employee's immediate family, nor shall an employee hold a position where the employee's work is checked or audited by a member of the employee's immediate family. However, if an established employee is inconsistent with this language in their current job assignment, which has been historically allowed by the City, they shall be "grandfathered" (i.e. excluded) from this language. The City shall seek reasonable accommodation of existing relationships which are currently inconsistent with the Section by alternative reporting for purposes of supervision or audit, provided qualified alternatives are available.

# ARTICLE 15 - DISCIPLINE

<u>Section 15.1</u> <u>Progression</u> No employee covered by this Agreement shall be disciplined without just cause. Employer agrees to utilize progressive discipline as follows:

- a. Oral warning confirmed in writing
- b. Written reprimand
- c. Suspension without pay
- d. Discharge

However, employer may impose more severe discipline commensurate with the severity of the offense, up to and including immediate discharge. Employer shall, upon request, provide an employee with a copy of any oral warning confirmed in writing or written reprimand issued to the employee.

<u>Section 15.2 Investigation</u> Discipline shall be imposed as soon as practicable after Employer learns of the occurrence giving rise to the need for disciplinary action and has a reasonable opportunity to investigate the facts, and may include suspension without pay pending completion of Employer's investigation.

<u>Section 15.3 Sequence</u> An oral warning and a written reprimand shall remain in the sequence of progressive discipline for a twelve (12)-month period from the date thereof. A suspension shall remain in such sequence for a twenty-four (24)-month period from the beginning of the suspension. Disciplinary action shall remain in an employee's file for background purposes.

<u>Section 15.4</u> <u>Representation</u> When Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request or waive representation at such interview from the Steward.

<u>Section 15.5</u> <u>Review and Appeal</u> Review and appeal of disciplinary matters shall be exclusively through Article 6 of this Agreement.

#### ARTICLE 16 - SAFETY

<u>Section 16.1</u> <u>Working Conditions, Equipment and Machinery</u> Employer shall reasonably provide safe working conditions for the employees covered by this Agreement. Equipment and machinery provided by Employer shall be in good working order.

<u>Section 16.2 Rules, Regulations, Practices and Safeguards</u> The employees will follow all reasonable safety rules, regulations and practices established by Employer, and will use all safeguards furnished or required by Employer. Employees will report to the <u>Superintendent of StreetsDirector of Public Works</u> any condition that appears to be unsafe, and may suggest improved safety practices to the <u>Superintendent of StreetsDirector of Public Works</u>.

<u>Section 16.3</u> Extreme Inclement Weather Employer will not require employees covered by this Agreement to work unprotected out of doors continuously during extreme inclement weather unless such work is necessary to protect life or property or to provide essential services for the City of Rochelle. Employees not required to work under this Section may be assigned to other available work or relieved from duty without pay.

## ARTICLE 17 - UNIT WORK

<u>Section 17.1</u> <u>Definition</u> "Unit work" means work of the type customarily assigned to regular full-time employees.

Section 17.2 Supervisors Supervisors and/or other management personnel of Employer may perform unit work (1) in case of emergency situations (as defined herein) and/or a weather emergency, (2) to instruct, train or assist an employee; (3) to test or demonstrate new or existing equipment, methods or processes; or (4) whenever an employee qualified to perform the work is unavailable. For purposes of this Section 17.2, an "emergency situation" shall include emergency situations as such may be listed by the Federal Emergency Management Agency (as that list may be amended from time-to-time) including the following: earthquakes; extreme heat; fires; floods; hurricanes; thunderstorms; wind storms; tornadoes; wildfires; winter storms and/or extreme cold; and man-made disasters.

<u>Section 17.3</u> <u>Contractors</u> Employer may contract out unit work if it does not cause the layoff or part-timing of any regular full-time employee.

# ARTICLE 18 - HOLIDAYS

Section 18.1 Holidays The following days shall be observed as holidays:

New Year's Day Martin Luther King Jr. Veterans' Day Thanksgiving Day Good Friday Memorial Day Independence Day Labor Day Columbus Day Day after Thanksgiving Day Christmas Eve Day Christmas Eve New Year's Eve Day

Section 18.2 Eligibility An eligible regular full-time employee shall receive 8 hours pay at his regular hourly wage rate in effect on the holiday. To be eligible, the employee must have worked the last regularly scheduled workday before and the first regularly scheduled workday after the holiday or have been on an approved leave. However, an employee scheduled to work on a holiday who fails to report shall not be eligible for pay for the holiday.

<u>Section 18.3</u> <u>Work on a Holiday</u> An employee who works on an observed holiday shall receive <del>one and one half two</del> times the employee's regular rate of pay for all hours worked on that holiday plus (8) hours holiday pay at the employee's regular rate of pay.

Section 18.4 Observance When a holiday falls on a Saturday, it will be observed on the preceding Friday. When Christmas Eve Day and New Year's Eve Day fall on a Friday, they shall be observed on the preceding Thursday. When a holiday falls on a Sunday, it will be observed on the following Monday, except that when Christmas Eve Day and New Year's Eve Day fall on a Sunday, they will be observed on the following Monday and Christmas Day and New Year's Day will be observed on Tuesday.

<u>Section 18.5</u> <u>Holiday During Vacation Period</u> When a holiday falls within an employee's previously scheduled vacation, the employee if otherwise eligible may, with prior approval of Employer, extend the vacation an additional day or select an additional day of vacation to be scheduled later by agreement with Employer.

### ARTICLE 19 - VACATIONS

Section 19.1 Eligibility Vacation with pay shall be granted to each regular full-time employee. New hires shall be granted 40 hours vacation time upon hiring. All other employees will be provided vacation time on their anniversary date in accordance with Section 19.3 below provided the employee who has worked at least 1040 straight-time hours during the previous anniversary year of employment (based on most recent hire date).

Section 19.2 Accumulation and Use of Vacation. Except as herein otherwise provided vacation must be taken during the twelve (12) month period following the date of accrual. An employee may accumulate and carry over an aggregate maximum of ten (10) days of unused vacation from one anniversary year to the next. If an employee has excessive unused accrued vacation remaining in the thirty (30) days preceding the employee's next date of accrual the Employer, in its discretion, may require the employee to take the vacation during that thirty (30) day period or require the employee to forfeit the vacation and to then receive vacation pay. An employee will not accumulate vacation during any leave of absence exceeding fifteen (15) days duration.

Notwithstanding the above, a regular full time employee shall be entitled to take up to 40 hours of said employee's first year's vacation allotment and shall be entitled to additional vacation time in accordance with Section 19.3 on said employee's anniversary date.

Section 19.3 <u>Vacation Table</u> The vacation table is as follows:

Start of Employment*	40 hours
1 3	
After 1 year of employment	80 hours
After 2 years	96 hours
After 5 years	120 hours
After 10 years	160 hours
After 15 years	200 hours
After 20 years	216 hours
After 25 years	240 hours

\*If an employee terminates employment with in the first year, the amount of used unearned vacation leave will be reimbursed to the City. This amount would be calculated as months worked (beginning with start date) times 1/12<sup>th</sup> of year's vacation allotment.

<u>Section 19.4 Vacation Pay</u> Vacation pay shall be based on the employee's regular hourly wage rate in effect at the time the vacation is taken.

Section 19.5 Scheduling An employee shall be expected to take his/her full vacation in the year following the anniversary date on which it accrues. Not less than eight hours or not more than 15 working days vacation leave may be taken consecutively except up to 2 days of such vacation may be taken in increments of 2 or more consecutive hours upon as much advance notice to Employer as is possible in the circumstances. Except in case of emergency, employees are expected to request vacation as far in advance as possible but at least 2 weeks in advance of the beginning date of the proposed vacation. The Superintendent of StreetsDirector of Public Works shall schedule vacation giving due consideration to the request of employees in the order of their seniority and so as to cause minimal disruption to the work of each division. The Superintendent of StreetsDirector of Public Works may deny a request if he determines the employee's absence would disrupt operations. In the event of a scheduling conflict, preference for vacation shall be determined by the seniority of employees within each division. Unless approved in advance by Employer, not more than one employee in the Street Department division assigned to seal coating (road maintenance) may schedule a vacation during any of the weeks such work is scheduled.

Section 19.6 Termination Upon termination of employment, an eligible employee will be paid for any vacation earned during the previous anniversary year but not yet taken and not waived. If on the date of termination such employee has worked at least 1040 hours during the current anniversary year, the employee also will be paid 1/12 of vacation for each month worked during the current anniversary year. Fifteen or more days worked during the final month of employment will be credited as a month worked; less than 15 days worked shall result in no credit for that month.

<u>Section 19.7 Personal Day</u> The Employer agrees to two (2) personal days per contract year that may be used in no less than 2 hour increments. The eligible employee may be granted and not unreasonably be denied a request to use a personal day provided the employee submits a request to the <u>Superintendent of StreetsDirector of Public Works</u> at least 24 hours notice in advance for approval. Personal days that are not used during a contract year are lost and shall not be carried over to the following year.

<u>Section 19.8 Compensatory Time</u> Employees may accumulate compensatory (comp) time in lieu of overtime. Hours worked at time and one half shall accumulate at a rate of 1.5 hours of comp time per

hour worked. Hours worked at the double-time rate shall accumulate at 2 hours of comp time per hour worked. Comp time may be accumulated up to a maximum of twenty-four (24) hours used per calendar year. Any remaining hours of compensatory time not used prior to December 31 of each year shall be paid out the first whole pay period after January 1 of each year at the rate at which it was earned.

Requests to take comp time off shall normally be made to the <u>Superintendent of streetsDirector of Public Works</u> five days prior to date desired. However, at the discretion of the Superintendent compensatory time may be used with less than 5 days' notice. The Superintendent's decision to approve or deny requests for compensatory time off shall be reasonable and final.

#### ARTICLE 20 - GROUP INSURANCE

<u>Section 20.1 Group Insurance Benefit</u> Subject to the provisions of this Article, Employer shall provide health insurance coverage for each regular full-time employee (and where properly elected by the employee, for the employee's dependents) beginning the first of the month following the first 30 days of continuous employment.

Employees shall pay a percentage of the total premium for the chosen level of health coverage according to the following schedule:

Coverage Level	<del>01-01-20</del>	01-01-21	-01-01-22	01-01-23 and 01-01-24
Employee Only	<del>15%</del>	<del>-15%</del>	16%	18%
Family*	<del>18%</del>	<del>18%</del>	19%	20%

[\* "Family" is defined as "Employee plus Eligible Dependents"]

On or after April 30, 2024, the City and Union will meet and negotiate for the limited purpose of determining existing employee Employee Only and Family insurance contributions for 2025 and 2026.

The following percentages of total premium costs to be shared by the Employee will be in effect for any new employee covered by the collective bargaining agreement hired after May 1, 2019.

Coverage Level	05-01-19	1-01-20	1-01-21	1-01-22
Employee Only:	17%	18%	20%	20%
Family:	20%	21%	25%	25%

The employee's portion of the premium for dependent coverage shall be paid either:

- (a) if the employee is on the active payroll by withholding the appropriate amount from the employee's pay check, in equal installments; or
- (b) if the employee is not on the active payroll by prepayment of the appropriate amount by the employee no later than the 15th day of the month preceding the month for which such coverage is provided.

Except as otherwise specifically provided in this Agreement or by law, Employer's obligation to pay any premium and provide coverage shall terminate at the end of any month in which an employee

Formatted: Left

ceases active employment.

<u>Section 20.2</u> <u>Benefit Change</u> Health insurance coverage shall be the same for employees covered by this Agreement as it is for the other employees of the City of Rochelle. Employer shall provide Union written notice of any change in coverage or carrier and the reason(s) therefore at least thirty (30) days prior to the implementation of such change(s).

The Employer may offer, on a voluntary basis, alternate health care coverage. Employees may change their coverage in accordance with the City of Rochelle's Summary Plan Description(s) for the coverage(s).

The Employer shall form a city wide Health Plan Committee that shall include at least one employee from each bargaining unit and from each non-bargaining unit. The bargaining unit employee shall be appointed by the Union. The committee shall be advisory in nature and will work with the Employer in developing cost containment strategies for health insurance. The Employer shall provide the Chief Steward and the Union a copy of the insurance plan's financial status.

Section 20.3 Limitation on Liability Employer shall be relieved of any liability to any employee or beneficiary other than to maintain its portion of premium payments as above specified for the duration of this Agreement. The failure of the insurance carrier to provide any of the benefits for which it has contracted shall result in no liability of Employer and shall not be considered a breach by Employer of any of the obligations under law or this Agreement. However, nothing herein contained shall be construed to relieve the carrier from any liability which it may have to Employer or to any employee or beneficiary.

<u>Section 20.4</u> <u>Life Insurance</u> Employer shall provide each regular full-time employee with a life insurance benefit in the amount of \$2050,000 at no cost to the employee.

### ARTICLE 21 - RETIREMENT

<u>Section 21.1 IMRF</u> The retirement program for employees shall be the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 et seq.

#### ARTICLE 22 - HOURS OF WORK AND OVERTIME

<u>Section 22.1</u> <u>Normal Work Day/Work Week</u> The normal work day shall be 8 hours (<u>currently 6:30 a.m. to 3:00 p.m.7:00 a.m. to 3:30 p.m.</u>) exclusive of a one-half hour lunch period, except that:

- (a) 1 day of each work week, normally Fridaycurrently Mondays, unless it is an observed holiday, and when weather conditions permit, the normal work day shall be 8 hours, commencing as early as 2:00 A.M. inclusive of a paid lunch period to be taken on the run, for the employee assigned to street sweeping on that day. The designated day selected for street sweeping may be changed with notice from the Director of Public Works.
- (b) Subject to Employer's right to modify and expand the schedule, except as provided in (a) above, Employer should provide at least four calendar days notice of a scheduling change for an additional non-emergency related street sweeping.
- (c) Subject to the "no-pyramiding" provisions of this agreement, all hours that the Employer

requires an employee to work outside of his/her normal work day (unless the normal work day has been modified and/or expanded by the Employer in keeping with the other provisions of this Agreement) shall be paid at time and one-half the involved employee's regular straight-time hourly rate of pay. The above provisions notwithstanding, nothing in this Section 22.1.c shall entitle an employee to such premium pay if the employee's work outside of his/her normal work day is for reasons attributable to the involved employee and/or does not otherwise result from the Employer's specific direction to the employee to work outside of his/her normally-scheduled work day.

Section 22.2 Overtime Time and one-half an employee's regular hourly wage rate shall be paid for all hours worked by an employee over 8 in a day or over 40 in a week. There shall be no pyramiding of overtime. Hours paid but not worked for a holiday or vacation shall count as hours worked under this Section. Employer retains the right to require employees to work overtime, but no employee shall work overtime without Employer's prior approval. All hours worked on Sunday shall be paid at double the straight time hourly rate.

Employees who have worked 16 consecutive hours shall be released from work for a rest period of at least 8 hours. When an employee is released during his/her normal work schedule, he/she shall be given the option to cover his/her remaining work schedule with vacation leave or take it off as unpaid leave.

Section 22.3 Rest Periods Employees will be permitted two paid 20-minute rest periods during each normal work day, the first at approximately the mid-point of the first 4 hours of work, and the second at approximately the mid-point of the last 4 hours of work. Employees are expected to take their rest periods so as not to interrupt unnecessarily the provision of services to the City of Rochelle. An employee who elects to take a rest period away from his work location must depart from and return to his work location within the allotted 20-minute period.

<u>Section 22.4 Standby</u> An employee assigned to stand by (on a weekly or daily basis) shall receive the following pay:

Standby pay as of 5/1/2019 will be \$40.00/day, Monday Friday, \$45.00/day, Weekends and Holidays Standby pay as of 1/1/2021 will be \$41.00/day, Monday Friday, \$46.00/day, Weekends and Holidays Standby pay as of 1/1/2022 will be \$42.00/day, Monday Friday, \$47.00/day, Weekends and Holidays 1 hour at 1.5 times the regular rate of pay, Monday-Friday. 1 hour at 2 times the regular rate of pay, Weekends and Holidays.

Section 22.5 Non-Standby Call Outs An employee not on standby called out to work outside of his normal work day or normal work week shall receive a minimum of 2 hours' pay at the applicable rate for such call-out. An employee may be assigned to work scheduled overtime upon twenty-four (24) hours notice by the Superintendent of Streets Director of Public Works. Said overtime is not subject to call-out pay.

Section 22.6 <u>Call-Out Assignments</u> An employee called out under Section 22.5 or 22.6 above may be assigned work to fill out the period for which minimum pay is received.

Section 22.7 Certification Incentive <u>Program</u> The City will provide and pay for training opportunities for employees to gain skills which are beneficial for both the employee and the City. Each year, the Director of Public Works will provide a list of training/skills classes as well as the

Formatted: No underline

designated annual incentive for completion of said classes. All employees will be permitted to attend trainings based on budget and staffing. Employees will be eligible to receive the designated incentive pay in December of each year provided the employee is still employed with the City on the date the incentives are paid. Employees will be eligible for payment of all incentives for each year they maintain certification for the skill/training. For example, in year 1, employee attends a class and completes a certification for a skill which only requires re-testing or training every 2 years. Employee would receive the designated incentive in both year 1 and year 2. In year 3, the employee would need to complete any re-training or re-testing to continue receiving the incentive pay.

#### ARTICLE 23 - WAGES

#### Section 23.1 Wages

- (a) Wages shall be computed on the hourly rates shown on Exhibit A.
- (b) New employees hired on or after May 1, 2003 shall be paid the lowest hourly rate for his/her job classification shown on Exhibit A.

#### ARTICLE 24 - SAVINGS CLAUSE

<u>Section 24.1 Separability</u> If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by existing or subsequently enacted Federal or State legislation, or by Executive Order or final action of any Federal or State board or agency, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for any provision or application thereof rendered or declared unlawful, invalid, or unenforceable.

<u>Section 24.2 Meals</u> An employee who is required to work emergency hours shall after five (5) hours of continuous work be provided a 20 minute meal period and be eligible for a meal at the Employer's cost which shall not exceed \$10.00.

<u>Section 24.3 Tools</u> Employer will furnish all necessary tools required by the City and replace tools when broken or worn out as a result of an employees work effort.

Section 24.4 <u>Damage to Personal Tools</u> Employees whose personal tools are damaged while performing work duties shall report the damage immediately to the Foreman or <u>Superintendent of StreetsDirector of Public Works</u>. A statement as to the cost of repairs shall be submitted to the <u>Superintendent of StreetsDirector of Public Works</u> along with the Foreman's recommendation for payment. Employees are to exercise prudent judgment regarding use of personal tools in the work place.

#### ARTICLE 25 - COMPLETE AGREEMENT

Section 25.1 Acknowledgment and Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or manner not removed by law form the area of collective bargaining, and that each party did make proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity

are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part, and that such withdrawal is as much a consideration for the Agreement as is the incorporation herein of matters agreed upon. Therefore, the Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any change in any subject or referred to or covered in this Agreement, or with respect to other subjects or matter not specifically referred to or covered in this Agreement, or with respect to other subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 25.2 Amendment or Modification This Agreement may, by mutual agreement, be amended or modified from time to time in writing, and such amendment or modification shall become a part of this Agreement when attached to this Agreement and signed by the respective parties; provided, however, that neither party shall be required to bargain collectively over or agree to any proposal of the other concerning any such amendment or modification.

# ARTICLE 26 - DURATION AND TERMINATION

Section 26.1 Term and Notice This Agreement and shall remain in full force and effect until midicontinue in full force and effect from year to year or modify this Agreement is given by either party marked at least ninety (90) days and no more than aforesaid termination date or automatically continuation Agreement shall terminate as of April 30, 202622	night of April 30, 202622 and shall automatically thereafter unless written notice of desire to terminate to the other in writing by registered mail postnoen behavior one hundred twenty (120) days prior to the nued termination date. If such notice is given, the
Executed this day of	, 20 <u>2219</u> .
CITY OF ROCHELLE	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 196
City Manager	Business Manager

EFFECTIVE 5/1/2019	2.25%	1.0225				
		6 Mos.	1 Year	2 Year	3 Year	4 Year
Job Title						
Grounds/Maintenance		14.00	14.50	15.00	15.50	16.00
Minor Maintenance		26.39	26.89	27.39	27.89	28.39
Operator		32.20	32.70	33.20	33.70	34.20
Mechanic		32.95	33.45	33.95	34.45	34.95
Lead Person		-	-	-	-	35.20
Foreman		-	-	-	-	37.20
EFFECTIVE 1/1/2020	2.25%	1.0225				
		6 Mos.	1 Year	2 Year	3 Year	4 Year
Job Title						
Grounds/Maintenance		17.50	18.00	18.50	19.00	19.50
Minor Maintenance		27.97	28.47	28.97	29.47	29.97
Operator		32.97	33.47	33.97	34.47	34.97
Mechanic		33.72	34.22	34.72	35.22	35.72
Lead Person		-	-	-	-	35.97
Foreman		-	-	-	-	37.97
EFFECTIVE 1/1/2021	2.75%	1.0275				
211 2011 17 27 2022	2.7370	6 Mos.	1 Year	2 Year	3 Year	4 Year
Job Title		O IVIOS.	Treat	2 Teal	3 Teal	4 1001
Grounds/Maintenance	-	21.00	21.50	22.00	22.50	23.00
Minor Maintenance		28.93	29.43	29.93	30.43	30.93
Operator		33.93	34.43	34.93	35.43	35.93
Mechanic		34.68	35.18	35.68	36.18	36.68
Lead Person		-	-	-	-	36.93
Foreman		-	-	-	-	38.93
EFFECTIVE 1/1/2022	2.75%	1.0275				
		6 Mos.	1 Year	2 Year	3 Year	4 Year
Job Title					1	
Grounds/Maintenance		24.92	25.42	25.92	26.42	26.92
Minor Maintenance		29.92	30.42	30.92	31.42	31.92
Operator		34.92	35.42	35.92	36.42	36.92
Mechanic		35.67	36.17	36.67	37.17	37.67
Lead Person		-	-	-	-	37.92
Foreman		-	-	-	-	39.92

<sup>\*\*</sup> Lead Person: 0-6 months in class \$.50 per hour above Top Operator rate.

Over 6 months in class \$1.00 per hour above Top Operator rate.

<sup>\*\*\*</sup> Foreman: 0-6 months in class \$1.50 per hour above Top Operator rate.

Over 6 months in class \$3.00 per hour above Top Operator rate.

EFFECTIVE 1/1/2023	3.00%	1.03							Formatted
	Start	6 Mos.	1 Year	2 Year	3 Year	4 Year	Used as a ba	ise for the 2023 Annual Increase	Torridate
Job Title							1/1/2022		
Grounds/Maintenance	25.23	25.73	26.23	26.73	27.23	27.73	26.92	% increase over previous year	
/linor Maintenance	30.53	31.03	31.53	32.03	32.53	33.03	31.92	\$5.00 less than Operator	
Operator	35.53	36.03	36.53	37.03	37.53	38.03	36.92	% increase over previous year	
Mechanic	36.28	36.78	37.28	37.78	38.28	38.78	37.67	\$.75 over Operator	
Lead Person		-	-	-	-	39.78	37.92	\$1.75 over Top Operator - Increase to \$2.50 in	1 2024
Foreman		-	-	-	-	42.03	39.92	\$4.00 over Top Operator- Increase to \$5.00 in	2024
FFECTIVE 1/1/2024	3.00%	1.03							+
	Start	6 Mos.	1 Year	2 Year	3 Year	4 Year			
Job Title									
Grounds/Maintenance	26.06	26.56	27.06	27.56	28.06	28.56		% increase over previous year	
Minor Maintenance	31.67	32.17	32.67	33.17	33.67	34.17		\$5.00 less than Operator	
Operator	36.67	37.17	37.67	38.17	38.67	39.17		% increase over previous year	
Mechanic	37.42	37.92	38.42	38.92	39.42	39.92		\$.75 over Operator	
Lead Person		-	-	-	-	41.67		\$2.50 over Top Operator - Increase to \$2.50 in	2024
Foreman		-	-	-	-	44.17		\$5.00 over Top Operator - Increase to \$5.00 in	2024
								*	
EFFECTIVE 1/1/2025	3.00%	1.03							
	Start	6 Mos.	1 Year	2 Year	3 Year	4 Year			
Job Title									
Grounds/Maintenance	26.92	27.42	27.92	28.42	28.92	29.42		% increase over previous year	
Minor Maintenance	32.84	33.34	33.84	34.34	34.84	35.34		\$5.00 less than Operator	
Operator	37.84	38.34	38.84	39.34	39.84	40.34		% increase over previous year	
Mechanic	38.59	39.09	39.59	40.09	40.59	41.09		\$.75 over Operator	
Lead Person		-	-	-	-	42.84		\$2.50 over Top Operator	
Foreman		-	-	-	-	45.34		\$5.00 over Top Operator	
EFFECTIVE 1/1/2026	3.00%	1.03							
,-,	Start	6 Mos.	1 Year	2 Year	3 Year	4 Year			
Job Title									
Grounds/Maintenance	27.80	28.30	28.80	29.30	29.80	30.30		% increase over previous year	
Minor Maintenance	34.05	34.55	35.05	35.55	36.05	36.55		\$5.00 less than Operator	
Operator	39.05	39.55	40.05	40.55	41.05	41.55		% increase over previous year	
Mechanic	39.80	40.30	40.80	41.30	41.80	42.30		\$.75 over Operator	
Lead Person		-	-	-		44.05		\$2.50 over Top Operator	
Foreman			_			46.55		\$5.00 over Top Operator	

# File Attachments for Item:

4. Resolution establishing City of Rochelle Water Rates, Effective January 1, 2023

# ROCHELLE CITY COUNCIL

# **AGENDA ITEM MEMO**

# **REGULAR MEETING**

**SUBJECT:** Resolution establishing City of Rochelle Water Rates, Effective January 1, 2023

**Staff Contact:** Adam Lanning

<u>Summary:</u> Since 2015, the City has made significant improvements to the water supply and distribution system. These improvements were much needed and critical to maintaining a reliable water supply to the City. Improvements include constructing a new wellhouse and elevated storage tank, 2 radium removal plants and recently a new wellhouse set to startup on June 1<sup>st</sup>. In addition well 8 is currently under design for the construction of an iron removal plant since that well has essentially been unusable since the 1990's.

The current rate structure was established on January 1, 2020 after a rate analysis was conducted by Willett Hofmann & Associate's in 2019. Recently, Willett Hofmann was hired again to conduct a thorough rate analysis which entailed evaluating expenses, revenues, outstanding debt, and future infrastructure investments for the next 5 years.

The findings for this rate study resulted in an average rate increase per year for the next 5 years as follows: residential - 4.9%, commercial - 5.4%, industrial - 2.8%. In addition, a recommended fee schedule is included for establishing outside lab testing services. The recommended rate increase will take effect January 1, 2023 through 2027 and will insure a continued investment in the City water system.

## **Funding Sources:**

2022 Budgeted Amount:	Proposed Expenditure:
N/A	N/A
	Amount:

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

**Recommendation:** To Approve a Resolution Authorizing the adoption of a 5-year rate schedule for water.

# PROJECT REPORT

**FOR** 

ROCHELLE MUNICIPAL UTILITIES, **CITY OF ROCHELLE OGLE COUNTY, ILLINOIS** WATER DIVISION

Water Rate Report May 2022



ENGINEERING ARCHITECTURE LAND SURVEYING

809 EAST 2ND STREET, DIXON, IL 61021-0367 T: 815-284-3381 DESIGN FIRM: #184-000918

George M. Hansen, P.E.

Illinois Licensed Professional Engineer

License No. 062-050717

Expires: 11/30/2023 WHA # 1098D22



# TABLE OF CONTENTS

	Page
Purpose	1
Water Division Rate Schedule	2
Current Expenditures and Revenues	3
Water Division Budget	4
A. Fixed Charge	4
B. Basic User Expenses	5
C. Equipment Replacement	8
D. Non-Debt Funded Projects	9
E. Capital Recovery – Debt Service	12
Water Rate Modifications	13
A. Existing Users and Water Usage	13
B. Fixed Charge	14
C. Basic User Rate	15
D. Equipment Replacement	18
E. Non-Debt Funded Projects	19
F. Capital Recovery – Debt Service	20
G. Cost Impact for Users	22
Conclusions and Recommendations	25
Water Division Rates Schedule	29
A. Residential	29
B. General Service	30
C. Industrial	32
D. Lawn Irrigation	34
E. General Service Bulk Purchase	35
F. Fire Protection	36
EXHIBITS	
Water Division Expenses and Revenues Summary	A
Equipment Replacement Budget	В
Non-Debt Funded Projects Budget	C

Water Division Water Rate Report

#### **PURPOSE**

The purpose of this Water Rate Report is to provide Rochelle Municipal Utilities (RMU) Water Division with the following analysis:

- 1. Evaluate the current expenses and revenues.
- 2. Develop future budgets based on the Water Division needs.

The water rate modifications evaluated and recommended in this report will provide the Water Division the necessary revenue to be self-sufficient and not be subsidized by any utility division within RMU.

Section VI, Item 4.

#### WATER DIVISION RATE SCHEDULE

The Water Division rate schedule consists of the following components:

- 1. Fixed Charge: Includes all contractual service administrative expenses. These services include Network Administration, Financial Administrative Services, Insurance, Customer Accounting and Collection, Administrative Expenses, Laboratory Services and GIS.
- Basic User Rate: Includes all the operation and maintenance expenses of the system such as personnel salaries and benefits, purchase power, chemicals, materials and supplies, and the general fund transfer.
- 3. Equipment Replacement: Includes the replacement costs for the well pumps, pump VFDs, SCADA RTUs, chemical feed equipment, standby generators and the water treatment plant equipment and media. This fund sets the money aside to draw on when the equipment or media has to be upgraded and/or replaced.
- 4. Non-Debt Funded Projects: The Non-Debt Funded Projects are the less expensive capital improvements that do not require bonding or loans to complete. They include the elevated water storage tank painting, water distribution main replacement, water transmission main improvements, meter, hydrant and valve replacements, and vehicle and smaller equipment replacement.
- 5. Capital Recovery Rate: Includes the payment of bonds and/or loans to finance large water system improvement projects.

#### **CURRENT EXPENDITURES AND REVENUES**

The Water Division had a net loss of \$342,012 in CY 2019, a net loss of \$300,204 in CY 2020, and a net loss of \$321,404 in CY 2021. The contractual services (Fixed Charge) expenses dropped slightly in CY 2020 and CY 2021 because the WRD Office/Lab Retail expense was eliminated. The Basic User Charge expenses have stayed steady over the last three (3) calendar years. The Non-Debt Funded Projects (Capital Outlay) expenses have been high over the last three (3) calendar years as the Water Department has made major investments in the Well #10 well building, the Well #12 radium treatment plant, and the Well #4 well building.

The Water Division water sales revenues increased in CY 2020 when the water rate was last increased. The major non-water sale revenue sources include the fire protection fee for customers who have a private fire protection connection to the water system and the water tower lease for allowing antennas to be placed on the towers for wireless providers. The non-water sale revenue was higher in CY 2019 and CY 2020 due to the IEPA grant and loan reimbursements for the Well #12 radium treatment plant project.

A detailed analysis of the Water Division expenditures and revenues is included in Exhibit A. A summary of the expenditures and revenues is detailed in the Table 1 below.

**TABLE 1**Water Division Expenditures and Revenues

		Calendar Year (CY)	
	CY 2019	CY 2020	CY 2021
Expenditures			
Fixed Charge Expenses	\$ 448,295	\$ 396,390	\$ 426,163
Basic User Expenses	\$1,765,959	\$1,891,330	\$1,841,868
Equipment Replacement Expenses	Included	in Non-Debt Funde	d Projects
Non-Debt Funded Projects Expenses	\$1,939,134	\$2,380,105	\$1,149,786
Capital Recovery Expenses – Debt Service	\$ 343,290	\$ 379,321	\$ 431,816
Total Expenditures	\$4,496,678	\$5,047,146	\$3,849,633
Revenues			
Water Sales	\$2,535,411	\$3,029,906	\$3,116,197
Other Revenue	\$1,742,032	\$1,717,036	\$ 412,032
Total Revenue	\$4,277,443	\$4,746,942	\$3,528,229
Net Income/(Loss)	(\$ 219,235)	(\$ 300,204)	(\$ 321,404)

#### WATER DIVISION BUDGET

#### A. FIXED CHARGE

The Fixed Charge includes the contractual services provided to the Water Division by City Administrative Services and RMU Customer Service. The services provided include meter reading and billing, scheduling appointments, answering and dispatching service calls, human resources, purchase order processing and payments, and invoicing customers for services. Also included is support for the network and computer software and hardware used to monitor the wells and distribution system.

If the WRD Office/Lab Rental expense is excluded, the Fixed Charge expenses have increased by 3.0% annually from CY 2019 to CY 2021. The WRD Office/Lab Rental expense was eliminated in CY 2020 and has been eliminated from our projected budgets.

TABLE 2 Fixed Charge - Contractual Services Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Network Administration	\$ 27,000	\$ 27,810	\$ 28,644	\$ 29,504	\$ 30,389	\$ 31,300
Administrative Services	\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158	\$ 75,353
Telephone	\$ 5,500	\$ 5,665	\$ 5,835	\$ 6,010	\$ 6,190	\$ 6,376
Property and Liability Insurance	\$ 26,000	\$ 26,780	\$ 27,583	\$ 28,411	\$ 29,263	\$ 30,141
Engineering	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Customer Accounting and Collection	\$105,000	\$108,150	\$111,395	\$114,736	\$118,178	\$121,724
Legal	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Contractual Services - Laboratory	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371
WRD Office/Lab Rental	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contractual Services - Other	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418	\$ 90,041	\$ 92,742
GIS	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 13,911
Transportation	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964
Uncollectible Accounts	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Miscellaneous Expenses	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Total Contractual Services	\$429,500	\$442,385	\$455,658	\$469,325	\$483,405	\$497,909

#### B. BASIC USER EXPENSES

The Basic User Expenses include all the operation and maintenance expenses of the system such as personnel expenses, purchase power, chemicals, materials and supplies, and the general fund transfer.

The Water Department staff includes the equivalent of 7.83 full-time personnel. The staff includes the following positions.

#### **Superintendent**

This person is responsible for overseeing the operation of the entire Water Division. This same person is also responsible for overseeing the operation of the Water Reclamation Division. The prorated salary of the superintendent is 50% water and 50% water reclamation (Personnel Equivalent: 0.5).

#### Assistant Superintendent

This person is responsible for assisting the superintendent in overseeing the operation of the entire Water Division. This same person is also responsible for overseeing the operation of the Water Reclamation Division and assisting the Electrical Division. The prorated salary of the superintendent is 33.3% water, 33.3% water reclamation, and 33.3% electrical. (Personnel Equivalent: 0.33).

#### **Chief Operator**

Under the supervision of the Superintendent, the Lead Operator is responsible for directing the operations and maintenance of the water system. The Lead Operator oversees the field work in the distribution system and assigns and directs the work of the Water Division Operators (Personnel Equivalent: 1.0).

#### Operations/Maintenance B, C and D

Under the supervision of the Lead Operator, four water operators operate the water wells, water treatment, water storage and distribution system and perform the maintenance required to keep the system operating efficiently (Personnel Equivalent: 4.0).

#### Laboratory Manager

Under the supervision of the Superintendent, the Laboratory Manager oversees the Laboratory Technicians in analyzing the well and distribution samples and maintaining backflow prevention inspection records (Personnel Equivalent: 0.5).

#### **Laboratory Technician**

One (1) full-time permanent lab technician analyzes well and distribution samples and assists in maintaining backflow records (Personnel Equivalent: 0.5).

#### Meter Reader

This person is responsible for reading the water and electrical meters for billing purposes. The prorated salary of the Meter Reader is 50% water and 50% water reclamation (Personnel Equivalent: 0.5).

#### Administrative Assistant (Full-Time)

This position is currently vacant and there are no immediate plans to fill this position.

#### Administrative Assistant (Part-Time)

This person is responsible for providing administrative duties for the Water Division. The prorated salary of the part-time Administrative Assistant is 50% water and 50% water reclamation (Personnel Equivalent: 0.5).

The recommended budgets over the next 5 calendar years include a 3.0% annual salary and benefits increase each year as summarized in Table 3 below.

**TABLE 3**Personnel Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Salaries	\$638,000	\$ 657,140	\$ 676,854	\$ 697,160	\$ 718,075	\$ 739,617
Salaries Part Time	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Salaries OT/Pager Pay	\$ 72,000	\$ 74,160	\$ 76,385	\$ 78,676	\$ 81,037	\$ 83,468
Social Security Taxes	\$ 55,500	\$ 57,165	\$ 58,880	\$ 60,646	\$ 62,466	\$ 64,340
Retirement	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703
Health Insurance	\$132,000	\$ 135,960	\$ 140,039	\$ 144,240	\$ 148,567	\$ 153,024
Other Employee Benefits	\$ 24,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012	\$ 27,823
Workmen's Compensation	\$ 15,300	\$ 15,759	\$ 16,232	\$ 16,719	\$ 17,220	\$ 17,737
Total Personnel	\$988,300	\$1,017,949	\$1,048,488	\$1,079,941	\$1,112,341	\$1,145,712

The purchase power expense is a function of the volume of water pumped and electrical rates. RMU has a set electrical rate so the electrical expense is just a function of volume pumped. The "Jackpot" project will be completed in 2022 and the projected water usage increase will be 100,000 gallon per day. This will increase the electrical expenses by approximately 50,000 per year starting in CY 2023. The recommended Purchase Power budgets are summarized in Table 4 below.

**TABLE 4** Purchase Power Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Purchase Power	\$260,000	\$310,000	\$310,000	\$310,000	\$310,000	\$310,000

The Water Department supplies include chemicals, materials and supplies for the operation of the water system. The Chemicals cost is for the chlorine, fluoride and phosphate chemicals, which are added to the raw water prior to distribution of the water to its customers. Also, hydrous manganese oxide (HMO) is added at the Well #11 and Well #12 water treatment plants for radium removal. RMU is planning to construction an iron removal water treatment plant for Well #8. Well #8 will require additional pre-filter chlorine to oxidize the iron in the raw water so it can be filter out. Lastly, RMU is constructing a new well building for Well #4. RMU is converting the existing gas chlorine system to a liquid chlorine which will increase the chemical expenses.

Section VI, Item 4.

Material and Supplies are a variety of items that are required for the normal operation and maintenance of the system. The Material and Supplies has varied significantly over the last 3 years.

The recommended budgets are detailed in Table 5 below.

**TABLE 5** Supplies Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Chemicals	\$170,000	\$175,100	\$180,353	\$195,000	\$200,850	\$206,876
Material and Supplies	\$400,000	\$420,300	\$432,909	\$445,896	\$459,273	\$473,051
Total Supplies	\$570,000	\$595,400	\$613,262	\$640,896	\$660,123	\$679,927

The transfer expenditure to the General Fund is based on Water Division revenue. The transfer amount to the General Fund is equal to 4.5% of the prior year's audited revenue.

**TABLE 6** Transfer-General Fund Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
General Fund	\$150,847	\$150,477	\$162,458	\$169,910	\$177,275	\$184,880

The Basic User Rate expenses are summarized in the Table 7 below.

TABLE 7 Basic User Rate Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Personnel	\$ 988,300	\$1,017,949	\$1,048,488	\$1,079,941	\$1,112,341	\$1,145,712
Purchase Power	\$ 260,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
Supplies	\$ 570,000	\$ 595,400	\$ 613,262	\$ 640,896	\$ 660,123	\$ 679,927
Transfers - General Fund	\$ 150,847	\$ 150,477	\$ 162,458	\$ 169,910	\$ 177,275	\$ 184,880
Total Basic User Expenses	\$1,969,147	\$2,073,826	\$2,134,208	\$2,200,747	\$2,259,739	\$2,320,519

#### C. EQUIPMENT REPLACEMENT

The Equipment Replacement expenses will include replacement of the well pumps, pump VFD and sine wave filters, chemical feed equipment, the filter equipment and media, and standby generators. The Well #8 filter equipment and generator has been added to the Equipment Replacement Budget. The recommended annual budget for equipment replacement is summarized in Table 8 below and detailed on Exhibit B.

**TABLE 8** Equipment Replacement Expenses

Equipment Items	Annual Budget
Well Pumps	\$ 69,750
Chemical Feed Equipment	\$ 12,500
Well #8 Filter Equipment	\$ 13,200
Well #11 Filter Equipment	\$ 13,200
Well #12 Filter Equipment	\$ 13,200
Pump VFD/Sine Wave Filter	\$ 8,750
Standby Generators	\$ 27,500
Total Equipment Replacement	\$158,100

#### D. NON-DEBT FUNDED PROJECTS

The Non-Debt Funded Projects are capital improvements to the water system that do not require bonding or loans to fund. The Non-Debt Funded Projects budget has been developed for the next five (5) calendar years, and specific projects have been identified for the budget. The detailed Non-Debt Funded Projects budget is included as Exhibit C and is described and summarized below.

#### 1. Wells

The Well #4 pump is being rehabilitated as part of the new Well #4 well building project. Well #11 pump and Well #12 pump will not be schedule for maintenance until after the Well #8 water treatment plant is completed. Well #11 pump is tentatively scheduled for maintenance in CY 2028 and Well #12 is tentatively scheduled for maintenance in CY 2029. The well pump replacement/rehabilitation expenses are included in the Equipment Replacement budget and rate calculation.

#### 2. Well Buildings/Water Treatment

The new Well #4 well building is almost completed and RMU is using some cash reserves to fund the project. The Well #8 water treatment plant will be funded with a USEDA grant and an IEPA Public Water Supply Revolving Fund Loan and will not be included in the Non-Debt Funded Projects rate calculation.

#### 3. Elevated Water Storage Tanks

RMU owns and operates three (3) – 500,000 gallon elevated water storage tanks and one (1) 750,000 gallon elevated water storage tank. The three (3) – 500,000 gallon elevated water storage tanks are located next to Wells #4, #8 and #11. The Well #8 (Caron Road) tower was painted in 1999, the Well #4 (Second Avenue) tower was painted in 2000 and the Well #11 (Rochelle High School) tower was painted in 2005. The 750,000 gallon elevated water storage tank is located next to Well #12 on Hayes Road and was constructed and painted in 2017. AWWA recommends repainting tanks every 20 - 25 years.

The budget includes performing tank inspections in CY 2024. The Well #4 elevated water storage tank will be rehabilitated and painted in CY 2023. The City intends to use American Recovery and Reinvestment Act (ARRA) funds to pay for the Well #4 elevated water storage tank rehabilitation and painting.

### 4. Water Distribution Improvements – Watermain Replacement

RMU continues to replace undersized 4" diameter watermain and aging watermains that have a history of breaks. When the watermains are replaced, new water service lines are installed from the main to the shut-off box at the property line. The budget includes performing water main replacement projects in CY 2023 through CY 2027.

Section VI, Item 4.

#### 5. Water Distribution Improvements – Transmission Mains

The water distribution transmission mains are the 12" and 16" watermains that loop the perimeter of the distribution system and connect the wells and elevated water storage tanks together. Several of the water transmission mains were constructed in conjunction with various developments and have been part of the development cost, and not a capital cost to the Water Division. However, there are several water transmission main improvement projects that should be completed that are within the existing water distribution system. No water transmission mains are being planned at this time.

#### 6. Replacement Items

The Water Division replaces a certain number of fire hydrants, valves, service lines and customer water meters on an annual basis. The water meter replacement project will be completed in CY 2022. The recommended Replacement Item budget for CY 2022 is 400,000 and \$175,000 per year for CY 2023 – CY 2027.

#### 7. Vehicles and Equipment

The Water Division uses the following vehicles and equipment to make daily inspections of the water system facilities and to make water system repairs when necessary. No vehicle or equipment replacement is being planned at this time.

Pickup Truck, 3/4 Ton – 5 Each (2003, 2004, 2009, 2011, 2016 models) Dump Truck – 1 Each (2006 model) Backhoe – 2 Each (1991 and 2006 models) Construction Truck – 1 Each (1988 model) Cargo Trailers – 2 Each (2009, 2010 models)

The recommended Non-Debt Funded Projects Budget is detailed in Exhibit C and is summarized in the Table 9 below.

TABLE 9
Non-Debt Funded Projects Budget

	CY 2022		(	CY 2023		CY 2024		CY 2025		CY 2026		CY 2027	
Wells	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	
Well Bldg/Water Treatment	\$	900,000	\$3	3,450,000	\$3	3,450,000	\$	0	\$	0	\$	0	
Elevated Water Storage Tank	\$	0	\$	750,000	\$	45,000	\$	0	\$	0	\$	0	
Water Main Replacement	\$	0	\$	310,000	\$	360,000	\$30	00,000	\$41	0,000	\$500	0,000	
Water Transmission Mains	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	
Replacement Items	\$	400,000	\$	175,000	\$	175,000	\$1'	75,000	\$17	5,000	\$175	5,000	
Vehicles and Equipment	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0	
Subtotal	\$1	1,300,000	\$4	1,685,000	\$4	1,030,000	\$4	75,000	\$58	5,000	\$675	5,000	

Water Division Water Rate Report

Other Funding Sources (1)	\$ 300,000	\$4,200,000	\$3,450,000	\$ 0	\$ 0	\$ 0
Non-Debt Funded Projects Budget	\$1,000,000	\$ 485,000	\$ 580,000	\$475,000	\$585,000	\$675,000

<sup>(1)</sup> Other funding sources include USEDA grant, IEPA PWSRF loan funds, and American Recovery and Reinvestment Act funds.

#### E. CAPITAL RECOVERY – DEBT SERVICE

The Capital Recovery charge is for water system improvements that the City has determined are necessary and has made the decision to secure long term bonding or loan financing to complete the work. The existing Capital Recovery expense includes the IEPA PWSRF loan for the Well #12 and elevated water storage tank project completed 2017, the IEPA PWSRF loan for the Well #11 radium treatment plant completed in 2018, and the IEPA PWSRF loan for the Well #12 radium treatment plant complete in 2020.

Well #8 is used as an emergency well because of the high iron concentration in the raw water. The City is planning to construct a water treatment plant for Well #8 and will fund the project with a USEDA grant and an IEPA PWSRF loan.

The recommended Capital Recovery budget is detailed in Table 10 below.

**TABLE 10**Capital Recovery Budget

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
IEPA PWSRFL–Well #12/Water Tower	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584
IEPA PWSRFL–Well #11 WTP	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128
IEPA PWSRFL–Well #12 WTP	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420
IEPA PWSRFL–Well #8 WTP	\$ 0	\$ 0	\$ 0	\$178,000	\$178,000	\$178,000
Capital Recovery Budget	\$441,132	\$441,132	\$441,132	\$619,132	\$619,132	\$619,132

#### WATER RATE MODIFICATIONS

#### A. EXISTING USERS AND WATER USAGE

The Water Division revenues are based on the number of customers and the volume of water used, as measured through the meter. The current fixed rate charge structure is based on the same fixed charge for all customer classifications. Table 11 below details the number of users in each customer classification.

**TABLE 11**Water Division Customers

Classification	# of Customers
Residential	3,100
General Service	595
Industrial	2
Industrial (New)	1
Lawn Irrigation	224
Total	3,922

The usage charges are based on the billable volume of water in each category of user. The total billable volume for the CY 2021 was 123,211,925 cubic feet as detailed in Table 12 below. The two industrial customers use 66.0% of the total billable water volume.

**TABLE 12**Water Division - Billed Volume CY 2021

	Volume Billed (cf)	% of Total Volume Billed
Residential	17,607,388	14.3%
General Service	23,383,365	19.0%
Industrial	81,295,390	66.0%
Lawn Irrigation	925,782	0.7%
Total	123,211,925	100%
Industrial (New)	4,879,700	
Projected 2023 Volume	128,091,625	

# Water Division Water Rate Report

#### **B. FIXED CHARGE**

The Fixed Charge component of the water rate schedule generates revenue to cover the expenditures that are not dependent upon the quantity of water a customer uses. The Fixed Charge will cover the cost for the contractual services that support the Water Division. The total Fixed Charge expenses are summarized in Table 13 below.

**TABLE 13** Fixed Charge Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Fixed Charge Budget	\$429,500	\$442,385	\$455,658	\$469,325	\$483,405	\$497,909

The Fixed Charge is calculated by taking the total annual Fixed Charge expenses and dividing it by the total customer bills per year to get a cost per user per month charge. The total number of customers' bills per year is 45,048 as calculated below.

Number of Customer Bills: (3,698 Customers x 12 Bills/Yr) + (224 Lawn Irrigation Bills x 3 Bills/Yr) = 45,048 Bills/Yr

#### CY 2023

Fixed Charge:  $$442,385/Yr \div 45,048$  Customer Bills/Yr = \$9.82/User/Month

#### CY 2024

Fixed Charge:  $$455,653/Yr \div 45,048$  Customer Bills/Yr = \$10.12/User/Month

Fixed Charge:  $$469,325/Yr \div 45,048$  Customer Bills/Yr = \$10.42/User/Month

Fixed Charge:  $$483,405/Yr \div 45,048$  Customer Bills/Yr = \$10.74/User/Month

Fixed Charge:  $$497,909/Yr \div 45,048$  Customer Bills/Yr = \$11.06/User/Month

**TABLE 14** Recommended Fixed Charge Schedule

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Fixed Charge (Per User/Month)	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06

#### C. BASIC USER RATE

The Basic User Rate component of the water rate schedule generates revenue to cover the expenditures that are dependent upon the volume of water a customer uses. The Basic User Rate will cover the cost of the Personnel, Purchase Power, Supplies, and Transfers to the General Fund.

**TABLE 15**Basic User Rate Expenses

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Personnel	\$ 988,300	\$1,017,949	\$1,048,488	\$1,079,941	\$1,112,341	\$1,145,712
Purchase Power	\$ 260,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
Supplies	\$ 570,000	\$ 595,400	\$ 613,262	\$ 640,896	\$ 660,123	\$ 679,927
Transfers - General Fund	\$ 150,847	\$ 150,477	\$ 162,458	\$ 169,910	\$ 177,275	\$ 184,880
Total Basic User Expenses	\$1,969,147	\$2,073,826	\$2,134,208	\$2,200,747	\$2,259,739	\$2,320,519
Other Revenue	(\$ 147,500)	(\$ 197,260)	(\$ 201,690)	(\$ 206,298)	(\$ 211,090)	(\$ 216,074)
Personnel Expenses Included in Colilert Testing Fees	\$ 0	(\$ 6,882)	(\$ 7,088)	(\$ 7,301)	(\$ 7,520)	(\$ 7,746)
Colilert Testing Supplies Included in Colilert Testing Fees	\$ 0	(\$ 8,300)	(\$ 8,549)	(\$ 8,805)	(\$ 9,070)	(\$ 9,342)
Net Basic User Expenses	\$1,821,647	\$1,861,384	\$1,916,881	\$1,978,343	\$2,032,059	\$2,087,357

The current basic user rate schedule is a two tier rate system. The second tier rate reduces the rate charge per cubic foot of water used once a customer exceeds a defined threshold. The first tier rate is for all usage less than 100,000 c.f. per month, which is all of the Residential, General Service and Industrial customers. The second tier is for all usage over 100,000 c.f. per month and is used by the two Industrial customers and one new Industrial customer which will be connected to the water system at the end of 2022.

The Personnel and a portion of the supplies expenses will be recovered by the first tier rate for all usage less than 100,000 c.f. The Purchase Power, a portion of the Supplies, and the Transfer to the General Fund is a function of all water usage, so it will be recovered equally by the first and second tier rate customers. The first and second tier Basic User Rates for each Calendar Year are calculated below.

#### CY 2023

First Tier Rate: (Personnel + a portion of the Supplies) – Colilert Personnel and Material expenses

$$(\$1,882,394 - \$15,182) \div 455,165 \text{ HCF} = \$2.34/\text{HCF}$$

First and Second Tier Rate: (Purchase Power + a portion of the Supplies + Transfers to General Fund)
- Other Revenue)

$$($991,4288 - $197,260) \div 1,280,916 \text{ HCF} = $0.62/\text{HCF}$$

Water Rate Report

#### CY 2024

First Tier Rate: (Personnel + a portion of the Supplies) – Colilert Personnel and Material expenses

$$(\$1,100,199 - \$15,637) \div 455,165 \text{ HCF} = \$2.38/\text{HCF}$$

First and Second Tier Rate: (Purchase Power + a portion of the Supplies + Transfers to General Fund) - Other Revenue)

$$(\$1,034,009 - \$201,690) \div 1,280,490 \text{ HCF} = \$0.65/\text{HCF}$$

#### CY 2025

First Tier Rate: (Personnel + a portion of the Supplies) - Colilert Personnel and Material expenses

$$(\$1,136,521 - \$16,106) \div 455,165 \text{ HCF} = \$2.46/\text{HCF}$$

First and Second Tier Rate: (Purchase Power + a portion of the Supplies + Transfers to General Fund) - Other Revenue)

$$(\$1,064,226 - \$206,298) \div 1,280,490 \text{ HCF} = \$0.67/\text{HCF}$$

#### CY 2026

First Tier Rate: (Personnel + a portion of the Supplies)

$$(\$1,165,111 - \$6,394) \div 455,165 \text{ HCF} = \$2.56/\text{HCF}$$

First and Second Tier Rate: (Purchase Power + a portion of the Supplies + Transfers to General Fund) - Other Revenue)

$$(\$1,094,628 - \$211,090) \div 1,280,490 \text{ HCF} = \$0.69/\text{HCF}$$

#### CY 2027

First Tier Rate: (Personnel + a portion of the Supplies)

First and Second Tier Rate: (Purchase Power + a portion of the Supplies + Transfers to General Fund) - Other Revenue)

$$(\$1,138,027 - \$216,074) \div 1,280,490 \text{ HCF} = \$0.72/\text{HCF}$$

The  $1^{st}$  tier rate has been adjusted slightly from our calculations above to smooth out the annual rate increase for customers.

TABLE 16
Basic User Rate
First and Second Tier Rates

	CY	2022	CY 2023		
	1st Tier Rate	2 <sup>nd</sup> Tier Rate	1st Tier Rate	2 <sup>nd</sup> Tier Rate	
Personnel	\$1.63/HCF	\$0.00/HCF	\$2.07/HCF (1)	\$0.00/HCF	
Purchase Power/Supplies/Transfers - GF	\$0.59/HCF	\$0.59/HCF	\$0.62/HCF	\$0.62/HCF	
Totals	\$2.22/HCF	\$0.59HCF	\$2.69/HCF	\$0.62/HCF	

(1) Rate has been adjusted from the calculation above.

**TABLE 17**Basic User Rate
First and Second Tier Rates

	CY	2024	CY 2025		
	1st Tier Rate	2 <sup>nd</sup> Tier Rate	1st Tier Rate	2 <sup>nd</sup> Tier Rate	
Personnel	\$2.31/HCF (1)	\$0.00/HCF	\$2.37/HCF (1)	\$0.00/HCF	
Purchase Power/Supplies/Transfers - GF	\$0.65/HCF	\$0.65/HCF	\$0.67/HCF	\$0.67/HCF	
Totals	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	

(1) Rate has been adjusted from the calculation above.

**TABLE 18**Basic User Rate
First and Second Tier Rates

	CY	2026	CY 2027		
	1st Tier Rate	2 <sup>nd</sup> Tier Rate	1st Tier Rate	2 <sup>nd</sup> Tier Rate	
Personnel	\$2.56/HCF (1)	\$0.00/HCF	\$2.60/HCF	\$0.00/HCF	
Purchase Power/Supplies/Transfers - GF	\$0.69/HCF	\$0.69/HCF	\$0.72/HCF	\$0.72/HCF	
Totals	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	

(1) Rate has been adjusted from the calculation above.

#### D. EQUIPMENT REPLACEMENT

The Equipment Replacement Expenses will include replacement of the well pumps, pump VFD and sine wave filters, chemical feed equipment, filter equipment and media, and standby generators. The water filter equipment and the standby generator replacement for Well #8 has been included in the Equipment Replacement budget. The recommended budget for equipment replacement is summarized in Table 19 below and detailed on Exhibit B.

**TABLE 19** Equipment Replacement Expenses

Equipment Items	Annual Budget
Well Pumps	\$ 69,750
Chemical Feed Equipment	\$ 12,500
Well #8 Filter Equipment	\$ 13,200
Well #11 Filter Equipment	\$ 13,200
Well #12 Filter Equipment	\$ 13,200
Pump VFD/Sine Wave Filter	\$ 8,750
Standby Generators	\$ 27,500
Total Equipment Replacement	\$158,100

The Equipment Replacement expense will be shared equally by the First and Second Tier Rate customers. The First and Second Tier Equipment Replacement Rate is calculated below.

First and Second Tier Rate: \$158,100 ÷ 1,280,916 HCF = \$0.12/HCF

#### E. NON-DEBT FUNDED PROJECTS

The Non-Debt Funded Projects will include well rehabilitation; elevated water storage tank inspection and painting; water distribution main replacement; and meter, hydrant and valve replacements. The Non-Debt Funded Projects are capital improvements that do not require bonding or loans to complete.

The Non-Debt Funded Projects Budget lists all the Capital projects to be funded each year and is detailed in Exhibit C and is summarized in the Table 20 below. Some of the Capital projects listed will be funded with other revenue sources such as a USEDA grant and IEPA PWSRF loans. The Non-Debt Funded Projects rate calculation will be based on the Non-Debt Funded Projects Budget minus the other funding sources amount.

**TABLE 20**Non-Debt Funded Projects Budget

	(	CY 2022	(	CY 2023	(	CY 2024	CY	2025	CY	2026	CY	2027
Wells	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Well Bldg/Water Treatment	\$	900,000	\$3	3,450,000	\$3	3,450,000	\$	0	\$	0	\$	0
Elevated Water Storage Tank	\$	0	\$	750,000	\$	45,000	\$	0	\$	0	\$	0
Water Main Replacement	\$	0	\$	310,000	\$	360,000	\$30	00,000	\$410	0,000	\$500	0,000
Water Transmission Mains	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Replacement Items	\$	400,000	\$	175,000	\$	175,000	\$17	75,000	\$175	5,000	\$175	5,000
Vehicles and Equipment	\$	0	\$	0	\$	0	\$	0	\$	0	\$	0
Subtotal	\$1	,300,000	\$4	1,685,000	\$4	1,030,000	\$47	75,000	\$585	5,000	\$675	5,000
Other Funding Sources (1)	\$	300,000	\$4	1,200,000	\$3	3,450,000	\$	0	\$	0	\$	0
Non-Debt Funded Projects Budget	\$1	,000,000	\$	485,000	\$	580,000	\$47	75,000	\$585	5,000	\$675	5,000

The Non-Debt Funded Projects rates have been adjusted for CY 2023 – CY 2027 to meet to the total capital outlay expenses during this time period. The recommended Non-Debt Funded Projects rates for CY 2022 – CY 2027 and the projected annual revenue is detailed in the Table 21 below.

TABLE 21

Non-Debt Funded Projects

First and Second Tier Rate Schedule and Annual Revenue

Calendar Year	First Tier Rate	Second Tier Rate	Annual Revenue
CY 2022	\$1.35/HCF	\$0.07/HCF	\$656,200
CY 2023 – CY 2025	\$1.11/HCF	\$0.07/HCF	\$551,936
CY 2026	\$1.17/HCF	\$0.07/HCF	\$590,345
CY 2027	\$1.30/HCF	\$0.07/HCF	\$681,378

#### F. CAPITAL RECOVERY – DEBT SERVICE

The Water Division currently has two (2) IEPA PWSRF loans for the construction of Well #12, the well building, the elevated water storage tank and the connecting water transmission main and for the construction of the Well #11 water treatment plant, and for the construction of the Well #12 water treatment plant.

Well #8 is used as an emergency well because of the high iron concentration in the raw water. The long-range plan is to construct a water treatment plant for Well #8 but it is not included in the Capital Recovery budget at this time.

The debt service for the water system improvements over the next five (5) calendar year budgets is detailed in Table 22 below.

**TABLE 22**Capital Recovery Budget

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
IEPA PWSRFL–Well #12/Water Tower	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584
IEPA PWSRFL–Well #11 WTP	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128
IEPA PWSRFL–Well #12 WTP	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420
IEPA PWSRFL–Well #8 WTP	\$ 0	\$ 0	\$ 0	\$178,000	\$178,000	\$178,000
Capital Recovery Budget	\$441,132	\$441,132	\$441,132	\$619,132	\$619,132	\$619,132

The current capital recovery rate is adequate to meet the existing debt obligation of the Water Division. The capital recovery rate will need to be adjusted in CY 2025 when the repayment of the IEPA PWSRF loan for the Well #8 water treatment plant will begin.

The cost allocation for the water system improvements debt detailed above is based on the peak daily demand of the system for CY 2021. The capital recovery rate calculations for CY 2025 – CY 2027 are on the following page.

<u>CY 2025 – CY 2027</u>

TABLE 23
CY 2025 and CY 2027
Cost Allocation for Capital Recovery Based on Peak Demand

Usage	Average Daily Demand	Peak Demand Factor	Peak Demand	% of Peak Demand	Annual P&I Payment
Residential/General Service (0 - 100,000 cf/month)	114,840 cf/d	2.45	281,358 cf/d	52.0%	\$321,862
Industrial (Over 100,000 c.f/month)	236,096 cf/d	1.10	259,706 cf/d	48.0%	\$297,270
Total	350,936 cf/d		541,064 cf/d	100%	\$619,132

First Tier Rate (0 - 100,000 cf/Month)

\$321,862 ÷ 455,165 HCF = \$0.71/HCF

Second Tier Rate (Over 100,000 cf/Month)

\$297,270 ÷ 825,751 HCF = \$0.36/HCF

The recommended Capital Recovery Rates for each calendar year are summarized in the Table 24 below.

**TABLE 24**Capital Recovery Rate

Calendar Year	First Tier Rate	Second Tier Rate
CY 2022	\$0.52/HCF	\$0.34/HCF
CY 2023	\$0.52/HCF	\$0.34/HCF
CY 2024	\$0.52/HCF	\$0.35/HCF
CY 2025	\$0.71/HCF	\$0.36/HCF
CY 2026	\$0.71/HCF	\$0.37/HCF
CY 2027	\$0.71/HCF	\$0.37/HCF

#### G. COST IMPACT FOR USERS

The current and recommended Water Division Fixed Charges are summarized in the Table 25 below.

**TABLE 25**Water Division - Fixed Charge

Customer Classification	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Residential	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06
General Service	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06
Industrial	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06
Lawn Irrigation	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06
General Service Bulk Purchase	*	*	*	*	*	*

<sup>\*</sup> See Water Division Rate Schedule

The current and recommended usage rates for the Water Division are summarized in Tables 26-28 below.

**TABLE 26**Water Division - Usage Rates

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

**TABLE 27**Water Division - Usage Rates

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

**TABLE 28**Water Division - Usage Rates

	CY	2026	CY 2027		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF	
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF	

The cost impact to the customers will vary based on their water usage. The tables below summarize the current water bill amount, the water bill amount for the recommended rate modifications and the dollar and percentage increase for a typical residential user, a small and large general service user and the two (2) industrial users.

### 1. Residential User (Based on Usage of 500 c.f./month)

	Fixed Charge	Usage Charges	Total	(\$) Change	(%) Change
2022	\$ 9.35	\$21.05	\$30.40		
2023	\$ 9.82	\$22.20	\$32.02	\$1.62	5.3%
2024	\$10.12	\$23.55	\$33.67	\$1.65	5.2%
2025	\$10.42	\$24.90	\$35.32	\$1.65	4.9%
2026	\$10.74	\$26.25	\$36.99	\$1.67	4.7%
2027	\$11.06	\$27.60	\$38.66	\$1.67	4.5%

### 2. General Service (Based on Usage of 3,300 c.f./month)

	Fixed Charge	Usage Charges	Total	(\$) Change	(%) Change
2022	\$ 9.35	\$138.93	\$148.28		
2023	\$ 9.82	\$146.52	\$156.34	\$8.06	5.4%
2024	\$10.12	\$155.43	\$165.55	\$9.21	5.9%
2025	\$10.42	\$164.34	\$174.76	\$9.21	5.6%
2026	\$10.74	\$173.25	\$183.99	\$9.23	5.3%
2027	\$11.06	\$182.16	\$193.22	\$9.23	5.0%

3. Industrial User (Based on Usage of 2,482,200 c.f./month)

	Fixed Charge	Usage Charges	Total	(\$) Change	(%) Change
2022	\$ 9.35	\$30,890.64	\$30,899.99		
2023	\$ 9.82	\$31,835.30	\$31,845.12	\$945.13	3.1%
2024	\$10.12	\$32,819.96	\$32,830.08	\$984.96	3.1%
2025	\$10.42	\$33,804.62	\$33,815.04	\$984.96	3.0%
2026	\$10.74	\$34,789.28	\$34,800.02	\$984.98	2.9%
2027	\$11.06	\$35,773.94	\$35,785.00	\$984.98	2.8%

4. Industrial User (Based on Usage of 4,292,000 c.f./month) and two (2) – 8" Private Fire Protection Connections)

	Fixed Charge	Usage Charges	Fire Protection	Total	(\$) Change	(%) Change
2022	\$ 9.35	\$51,160.40	\$181.86	\$51,351.61		
2023	\$ 9.82	\$52,648.00	\$181.86	\$52,839.68	\$1,488.07	2.9%
2024	\$10.12	\$54,175.60	\$181.86	\$54,367.58	\$1,527.90	2.9%
2025	\$10.42	\$55,703.20	\$181.86	\$55,895.48	\$1,527.90	2.8%
2026	\$10.74	\$57,230.80	\$181.86	\$57,423.40	\$1,527.92	2.7%
2027	\$11.06	\$58,758.40	\$181.86	\$58,951.32	\$1,527.92	2.7%

#### CONCLUSIONS AND RECOMMENDATIONS

1. Water Division Expenditures and Revenues

The Water Division's expenditures and revenues are based on the recommended budget and rates for calendar years 2022 – 2027 and are summarized in the Table 29 below. The detailed budget expenditures and revenues are shown on Exhibit A. The Non-Debt Funded Projects (Capital Outlay) expense are higher in CY 2023 and CY 2024 for the construction of the Well #8 water treatment plant. The Well #8 water treatment plant project will be funded with a USEDA grant and IEPA PWSRF loan. The Capital Recovery expense increases in CY 2025 when the City starts repaying the IEPA loan for the Well #8 water treatment plant project.

**TABLE 29**Water Division Expenditures and Revenues

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Expenditures						
Fixed Charge Expenses	\$ 429,500	\$ 442,385	\$ 455,657	\$ 469,326	\$ 483,406	\$ 497,908
Basic User Expenses	\$1,969,147	\$2,073,826	\$2,134,207	\$2,200,749	\$2,259,738	\$2,320,518
Equipment Replacement Expenses	\$ 0	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100
Non-Debt Funded Projects Expenses	\$1,300,000	\$4,685,000	\$4,030,000	\$ 475,000	\$ 585,000	\$ 675,000
Capital Recovery Expenses – Debt Service	\$ 441,132	\$ 441,132	\$ 441,132	\$ 619,132	\$ 619,132	\$ 619,132
Total Expenditures	\$4,139,779	\$7,800,443	\$7,219,096	\$3,922,307	\$4,105,376	\$4,270,658
Revenues						
Water Sales	\$3,170,439	\$3,412,916	\$3,574,098	\$3,733,137	\$3,897,362	\$4,059,444
Other Revenue	\$ 173,500	\$ 197,260	\$ 201,690	\$ 206,298	\$ 211,090	\$ 216,074
IEPA Loan Reimbursements/Grants	\$ 300,000	\$4,200,000	\$3,450,000	\$ 0	\$ 0	\$ 0
Total Revenue	\$3,643,939	\$7,810,176	\$7,225,788	\$3,939,435	\$4,108,452	\$4,275,518
Net Income/(Loss)	(\$ 495,841)	\$ 9,733	\$ 6,692	\$ 17,128	\$ 3,076	\$ 4,860

2. The Water Reclamation Division Office/Lab rental expense of \$48,000 per year was eliminated in CY 2020. The remainder of the recommended budget for the Fixed Charge expenses shows a normal annual increase based on historical trends. The recommended Fixed Charge for CY 2022 – CY 2027 are summarized in Table 30 below.

**TABLE 30**Recommended Fixed Charge Rates

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Fixed Charge (Per User/Month)	\$9.35	\$9.82	\$10.12	\$10.42	\$10.74	\$11.06

3. The Basic User Charge expenses have been increasing at a steady rate due to the salaries and benefit increases and chemical cost increases. The recommended Basic User Charge budget includes annual increases for the personnel expenses and the chemical cost increase in CY 2025 is for the Well #8 prefilter chemicals needed to oxidize the iron to so it can be removed in the filter. The recommended Basic User Rates for CY 2022 - CY 2027 are summarized in Table 31 below.

**TABLE 31** Recommended Basic User Rates

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
0-100,000 CF	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF
Over 100,000 CF	\$0.59/HCF	\$0.62/HCF	\$0.65/HCF	\$0.67/HCF	\$0.69/HCF	\$0.72/HCF

- The Equipment Replacement budget was increased to include the replacement of the filter media, valves, and blower equipment and the standby generator for the Well #8 water treatment plant project. The recommended Equipment Replacement Rate is \$0.12/HCF.
- 5. The recommended Non-Debt Funded Projects budget over the next five (5) years will fund the rehabilitation and painting of the Well #4 tower, water main replacements and replacement items such as water meters, valves and fire hydrants. The budget will vary from year to year but the recommended rates will generate enough revenue over the next five (5) year period to pay for all the planned capital outlay projects. The recommended Non-Debt Funded Project rates are summarized in Table 32 below.

TABLE 32 Recommended Non-Debt Funded Project Rates

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
0-100,000 CF	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Over 100,000 CF	\$0.07/HCF	\$0.07/HCF	\$0.07/HCF	\$0.07/HCF	\$0.07/HCF	\$0.07/HCF

6. The Water Division needs to make a major improvement to the water system, which will be funded with a USEDA grant and an IEPA Public Water Supply Revolving Fund Loan. The water system improvement project includes the construction of an iron removal treatment plant for Well #8 which will be completed in CY 2024. The capital recovery budget for CY 2022 - CY 2027 is summarized in Table 33 on the following page.

**TABLE 33**Capital Recovery Budget

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
IEPA PWSRFL–Well #12/Water Tower	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584	\$225,584
IEPA PWSRFL–Well #11 WTP	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128	\$124,128
IEPA PWSRFL–Well #12 WTP	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420	\$ 91,420
IEPA PWSRFL–Well #8 WTP	\$ 0	\$ 0	\$ 0	\$178,000	\$178,000	\$178,000
Capital Recovery Budget	\$441,132	\$441,132	\$441,132	\$619,132	\$619,132	\$619,132

The Capital Recovery Rates for each calendar year are summarized in the Table 34 below.

**TABLE 34**Capital Recovery Rate

Calendar Year	First Tier Rate	Second Tier Rate
CY 2022	\$0.52/HCF	\$0.34/HCF
CY 2023	\$0.52/HCF	\$0.34/HCF
CY 2024	\$0.52/HCF	\$0.34/HCF
CY 2025	\$0.71/HCF	\$0.35/HCF
CY 2026	\$0.71/HCF	\$0.36/HCF
CY 2027	\$0.71/HCF	\$0.36/HCF

7. The recommended usage rates for CY 2022 – CY 2027 is summarized in Table 35 below.

**TABLE 35** Recommended Usage Rates

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
0-100,000 CF	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/HCF
Over 100,000 CF	\$1.12/HCF	\$1.15/HCF	\$1.18/HCF	\$1.21/HCF	\$1.24/HCF	\$1.27/HCF

- 8. No changes are being recommended to the fire protection rate. The fire protection rate will be charged to all customers that have a private connection that feeds a fire suppression system, and the charge will be based on the size of the fire protection main connection.
- 9. The bulk water rate from a fire hydrant will be increased based on the new usage rate. The recommended bulk water usage charge is \$0.015 per gallon.

10. The recommended rate increase will have the following cost impact on various types of users.

**TABLE 36** Cost Impact for Users

	Residentia	ıl User (1)	General Service (2)		
	Monthly Bill	% Increase	Monthly Bill	% Increase	
CY 2022	\$30.40		\$148.28		
CY 2023	\$32.02	5.3%	\$156.34	5.4%	
CY 2024	\$33.67	5.2%	\$165.55	5.9%	
CY 2025	\$35.32	4.9%	\$174.76	5.6%	
CY 2026	\$36.99	4.7%	\$183.99	5.3%	
CY 2027	\$38.66	4.5%	\$193.22	5.0%	

- Based on Usage of 500 c.f./month
- Based on Usage of 3,300 c.f./month

**TABLE 37** Cost Impact for Users

	Industr	ial <sup>(1)</sup>	Industrial (2)		
	Monthly Bill	% Increase	Monthly Bill	% Increase	
CY 2021	\$30,899.99		\$51,351.61		
CY 2022	\$31,845.12	3.1%	\$52,839.68	2.9%	
CY 2023	\$32,830.08	3.1%	\$54,367.58	2.9%	
CY 2024	\$33,815.04	3.0%	\$55,895.48	2.8%	
CY 2025	\$34,800.02	2.9%	\$57,423.40	2.7%	
CY 2026	\$35,785.00	2.8%	\$58,951.32	2.7%	

- Based on Usage of 2,482,200 c.f./month
- Based on Usage of 4,292,000 c.f./month and (2) 8" Fire Connections

#### WATER DIVISION RATES SCHEDULE

There are five (5) water user categories for billing water. The water user categories are Residential, General Service, Industrial, Lawn Irrigation and General Service Bulk Purchase. The definition of each user category and the current and recommended rate structure are detailed below.

#### A. RESIDENTIAL

#### 1. Definition

The Residential rate is available to customers residing in a metered one-family dwelling unit, usually physically separate. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is the same charge regardless of customer classification or meter size and is a fixed dollar amount charge per month per user. The current and recommended fixed charges are detailed below.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and recommended basic user charges are summarized below.

#### **Usage Charge Rates**

Charge	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Basic User Rate	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Capital Recovery Rate	\$0.52/HCF	\$0.52/HCF	\$0.52/HCF	\$0.71/HCF	\$0.71/HCF	\$0.71/HCF
Total	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/HCF

#### B. GENERAL SERVICE

#### 1. Definition

The General Service rate is available to customers not qualifying as Residential rate and having a monthly usage less than 500,000 cubic feet (3,740,000 gallons) during the current month or in any of the previous 11 billing months. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is the same charge regardless of customer classification or meter size and is a fixed dollar amount charge per month per user. The current and recommended fixed charges are detailed below and the following page.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and recommended basic user charge is summarized below.

#### **Usage Charge Rates**

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

# <u>Usage Charge Rates</u>

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

# <u>Usage Charge Rates</u>

	CY	2026	CY 2027		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF	
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF	

#### C. INDUSTRIAL

#### 1. Definition

The Industrial rate is available to Industrial water customers that have a monthly usage of 500,000 cubic feet (3,740,000 gallons) during the current billing month or in any of the previous 11 billing months. The variable charge is based on the higher of the current billing month's usage or 40% of the highest usage recorded in the previous 11 billing months. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is the same charge regardless of customer classification or meter size and is a fixed dollar amount charge per month per user. The current and recommended fixed charges are detailed below and the following page.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.	

The variable charge is based on the metered volume used. The current and recommended basic user charge is summarized below.

#### **Usage Charge Rates**

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

## Water Division Water Rate Report

# <u>Usage Charge Rates</u>

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

# <u>Usage Charge Rates</u>

	CY	2026	CY 2027		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF	
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF	

#### D. LAWN IRRIGATION

#### 1. Definition

The Lawn Irrigation rate is available to customers who install a separate meter with a shut-off valve and check valve for the inlet side, installed by a licensed plumber and approved by the Rochelle Water Division. This rate may be used only for non-sanitary sewer related uses, i.e. lawn irrigation. The usage registered on this meter will not be subject to sewer charges. Abuse may result in the termination of application of this rate to the customer.

The Rochelle Water Division reserves the right to periodically inspect plumbing whenever it deems it necessary and appropriate to do so.

The fixed charge is applicable only to bills for meter readings on or after June 30 until and including September 30 (usage during the months of June, July and August).

Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The current fixed charge is based on the water meter size and is a fixed dollar amount charge per month per user. The current fixed charge is the same charge regardless of customer classification or meter size and is a fixed dollar amount charge per month per user. The current and recommended fixed charges are detailed below.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027	
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.	

The variable charge is based on the metered volume used. The current and recommended basic user charges are summarized below.

#### <u>Usage Charge Rates</u>

Charge	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Basic User Rate	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Capital Recovery Rate	\$0.52/HCF	\$0.52/HCF	\$0.52/HCF	\$0.71/HCF	\$0.71/HCF	\$0.71/HCF
Total	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/HCF

#### E. GENERAL SERVICE BULK PURCHASE

#### 1. Definition

The General Service Bulk Purchase rate is available to customers for temporary or short-term purchases from the WRP or a fire hydrant meter. The customer is required to obtain a temporary meter and backflow preventer from the Water Division.

The Rochelle Water Division reserves the right to periodically inspect attachments and proper meter readings. Water misuse or bypassing the meter may result in discontinuing water service to the customer or prosecution.

#### Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The fixed charge is for all or a portion of the month.

#### Bulk Water at WRP

**Usage Charge Rates** 

	Rate
First 5,000 Gallons	\$0.030/Gallon
Over 5,000 Gallons	\$0.015/Gallon

If the customer wants to be billed, then there is a \$35.00 processing fee.

#### b. Bulk Water From Hydrant

Fixed Charges

	Rates
Meter Deposit	\$500.00
Meter and RPZ Deposit	\$1,000.00
Hydrant Meter Handling Fee	\$75.00
Hydrant Meter Rental Fee	\$35.00/Month
Hydrant Meter and RPZ Rental Fee	\$60.00/Month

Usage Charge Rate: \$0.015/Gallon

#### F. FIRE PROTECTION

#### 1. Definition

The private fire protection connection rate was established in June 2011 and was not changed in the current revisions. A private fire protection rate is charged to all users that have a private connection that feeds a fire protection system inside a building or a fire loop around a building. The charge will be based on the size of the fire protection main connection. The user will be charged for each private fire protection line connection to the system if there is more than one connection. There is no rate charge for the volume of water used during a fire event.

#### 2. Rate Schedule

The Private Fire Protection charge is a fixed monthly charge for any user with a fire protection connection to the water system. The fixed monthly charge is based on the size of the fire protection line connection. A Private Fire Protection user must also pay the Public Fire Protection charge below.

#### Private Fire Protection Charge

Fire Protection Line Connection Size	Rate
2"	\$4.27/Connection/Month
3"	\$6.89/Connection/Month
4"	\$14.69/Connection/Month
6"	\$42.67/Connection/Month
8"	\$90.93/Connection/Month
10"	\$163.52/Connection/Month

#### RMU Water Division Expenses and Revenue Summary and Recommended Budgets

	Past F	xpenses and Re	venues			Projected	d Budgets		
	2019	2020	2021	2022	2023	2024	2025	2026	2027
FIXED CHARGE									
CONTRACTUAL SERVICES									
Network Administration	\$ 26,935	\$ 26,935	\$ 26,935	\$ 27,000	\$ 27,810	\$ 28,644	\$ 29,504	\$ 30,389	\$ 31,300
Administrative Services	\$ 54,215	\$ 55,450	\$ 65,701	1	\$ 66,950	\$ 68,959		\$ 73,158	\$ 75,353
Telephone	\$ 4,577	\$ 5,387	\$ 5,179		\$ 5,665		,	\$ 6,190	\$ 6,376
Property and Liability Insurance	\$ 16,627	\$ 18,124	\$ 25,343		\$ 26,780	\$ 27,583		\$ 29,263	\$ 30,141
Engineering	\$ 25,495	\$ -	\$ -	\$ 2,000	\$ 2,060	\$ 2,122			\$ 2,319
Customer Accounting and Collection	\$ 105,000	\$ 105,000	\$ 105,000	\$ 105,000	\$ 108,150	\$ 111,395	\$ 114,736	\$ 118,178	\$ 121,724
Legal	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Contractual Services - Laboratory	\$ 18,583	\$ 43,837	\$ 34,389	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020	\$ 46,371
WRD Office/Lab Rental	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractural Services - Other	\$ 84,795	\$ 74,718	\$ 78,705	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418	\$ 90,041	\$ 92,742
GIS	\$ 15,649	\$ 9,911	\$ 11,695	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506	\$ 13,911
Transporatation	\$ 40,753	\$ 42,989	\$ 59,465	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964
Uncollectable Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Expense	\$ 7,666	\$ 14,039	\$ 13,751	\$ 15,000	\$ 15,450	\$ 15,914	\$ 16,391	\$ 16,883	\$ 17,389
Total	\$ 448,295	\$ 396,390	\$ 426,163	\$ 429,500	\$ 442,385	\$ 455,657	\$ 469,326	\$ 483,406	\$ 497,908
BASIC USER CHARGE									
PERSONNEL									
Salaries	\$ 484,886	\$ 477,107	\$ 585,461	\$ 638,000	\$ 657,140	\$ 676,854	\$ 697,160	\$ 718,075	\$ 739,617
Salaries Part Time	\$ 5,153	\$ 96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Salaries OT/Pager Pay	\$ 49,616	\$ 64,568	\$ 68,985	\$ 72,000	\$ 74,160	\$ 76,385	\$ 78,676	\$ 81,037	\$ 83,468
Social Security Taxes	\$ 38,335	\$ 38,693	\$ 46,485	\$ 55,500	\$ 57,165	\$ 58,880	\$ 60,646	\$ 62,466	\$ 64,340
Retirement	\$ 57,877	\$ 64,466	\$ 91,538	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,964	\$ 59,703
Health Insurance	\$ 89,174	\$ 83,008	\$ 109,970	\$ 132,000	\$ 135,960	\$ 140,039	\$ 144,240	\$ 148,567	\$ 153,024
Other Employee Benefits	\$ 20,252	\$ 28,231	\$ 22,514	\$ 24,000	\$ 24,720	\$ 25,462	\$ 26,225	\$ 27,012	\$ 27,823
Workmen's Compensation	\$ 11,450	\$ 15,995	\$ 14,265	\$ 15,300	\$ 15,759	\$ 16,232	\$ 16,719	\$ 17,220	\$ 17,737
CONTRACTUAL SERVICES - Purchase Power	\$ 277,885	\$ 257,103	\$ 252,875	\$ 260,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
SUPPLIES									
Chemicals	\$ 123,596	\$ 130,294	\$ 158,659	\$ 170,000	\$ 175,100	\$ 180,353	\$ 195,000	\$ 200,850	\$ 206,876
Materials & Supplies	\$ 476,859	\$ 583,982	\$ 342,299	\$ 400,000	\$ 420,300	\$ 432,909	\$ 445,896	\$ 459,273	\$ 473,051
TRANSFERS - GENERAL FUND	\$ 130,876	\$ 147,787	\$ 148,817		\$ 150,477	\$ 162,458		\$ 177,275	\$ 184,880
Total	\$ 1,765,959	\$ 1,891,330	\$ 1,841,868	\$ 1,969,147	\$ 2,073,826			\$ 2,259,738	\$ 2,320,518
EQUIPMENT REPLACEMENT	\$ -	\$ -	\$ -	\$ -	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100
NON-DEBT FUNDED PROJECTS	\$ 1,939,134	\$ 2,380,105	\$ 1,149,786	\$ 1,300,000	\$ 4,685,000	\$ 4,030,000	\$ 475,000	\$ 585,000	\$ 675,000
CAPITAL RECOVERY EXPENSE									
IEPA Revolving Fund Loan (Well No. 12/Tower)	\$ 225,584	\$ 225,584	\$ 225,584		†	\$ 225,584			\$ 225,584
IEPA PWSRF Loan (Well No. 12 Radium Treatment)	\$ -	\$ 29,609	\$ 82,104		†				
IEPA PWSRF Loan (Well No. 11 Radium Treatment)	\$ 117,706	\$ 124,128	\$ 124,128	1	\$ 124,128			\$ 124,128	\$ 124,128
IEPA PWSRF Loan Loan (Well No. 8 Iron Treatment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 178,000	\$ 178,000	
Total TOTAL EXPENDITURES	\$ 343,290 \$ 4,496,678	\$ 379,321 \$ 5,047,146	\$ 431,816 \$ 3,849,633	\$ 441,132 \$ 4,139,779	\$ 441,132 \$ 7,800,443				\$ 619,132 \$ 4,270,658
	\$ 4,496,676	\$ 3,047,146	\$ 3,049,033	\$ 4,139,779	\$ 7,800,443	\$ 7,219,096	\$ 3,922,307	\$ 4,105,376	\$ 4,270,638
REVENUES WATER SALES									
Residential	\$ 961,306	\$ 1,178,181	\$ 1,147,903	\$ 1,134,351	\$ 1,194,777	\$ 1,256,178	\$ 1,317,580	\$ 1,379,738	\$ 1,441,897
Commercial	\$ 961,306 \$ 732,308	\$ 1,178,181			\$ 1,194,777 \$ 1,108,333				\$ 1,441,897 \$ 1,369,727
Industrial	\$ 732,308 \$ 841,797	\$ 914,700			\$ 1,108,333	<del>                                     </del>			\$ 1,369,727 \$ 1,247,821
Total	\$ 2,535,411	\$ 3,029,906	\$ 3,116,197		\$ 3,412,916	<del>                                     </del>		\$ 3,897,362	\$ 4,059,444
OTHER	Ψ 2,000,411	Ψ 0,027,900	Ψ 0,110,197	ψ 5,170,437	ψ 5,712,710	Ψ 0,07 ±,090	ψ 5,755,157	Ψ 5,071,302	Ψ 1,007,114
Water Tower Lease	\$ 94,820	\$ 98,487	\$ 102,391	\$ 106,500	\$ 110,760	\$ 115,190	\$ 119,798	\$ 124,590	\$ 129,574
Fire Protection Fee	\$ 41,412	\$ 41,167	\$ 40,784	1	\$ 41,000			\$ 41,000	\$ 41,000
Laboratory Colilert Testing	\$ -	\$ -	\$ -	\$ -	\$ 19,500	<del>                                     </del>		\$ 19,500	\$ 19,500
Miscellaneous	\$ 17,254	\$ 4,466	\$ 77,233		\$ 6,000	<del>                                     </del>		\$ 6,000	\$ 6,000
Penalties	\$ 18,011	\$ 6,079	\$ -	\$ 10,000	\$ 10,000	<del>                                     </del>		\$ 10,000	\$ 10,000
Interest Income	\$ 43,924	\$ 23,044	\$ 15,555	*	\$ 10,000			\$ 10,000	\$ 10,000
Grants	\$ -	\$ -	\$ -	\$ 300,000	\$ 2,475,000			\$ -	\$ -
IEPA Loan	\$ 1,526,611	\$ 1,543,793		,,	\$ 1,725,000	\$ 1,725,000		\$ -	\$ -
Construction Contribution - Developers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,742,032	\$ 1,717,036	\$ 412,032		\$ 4,397,260	\$ 3,651,690		\$ 211,090	\$ 216,074
TOTAL REVENUES	\$ 4,277,443	\$ 4,746,942	\$ 3,528,229		\$ 7,810,176	. , ,	,,	<u> </u>	\$ 4,275,518
TO THE REVERCES									
NET INCOME/LOSS	\$ (219,235)	\$ (300,204)	\$ (321,404)	\$ (495,841)	\$ 9,733	\$ 6,692	\$ 17,128	\$ 3,076	\$ 4,860

#### RMU Water Division Equipment Replacement Budget

	Т	otal Cost	Schedule	Cost	Per Year
WELL PUMPS					
Well #4 (Serviced in 2015)	\$	110,000	8 Yrs	\$	13,750
Well #8 (Serviced in 2000)	\$	110,000	10 Yrs	\$	11,000
Well #10 (Serviced in 2006)	\$	110,000	8 Yrs	\$	13,750
Well #11 (Serviced in 2015)	\$	140,000	8 Yrs	\$	17,500
Well #12 (New In 2016)	\$	110,000	8 Yrs	\$	13,750
Total	\$	580,000		\$	69,750
CHEMICAL FEED EQUIPMENT					
Well #4	\$	25,000	10 Yrs	\$	2,500
Well #8	\$	25,000	10 Yrs	\$	2,500
Well #10	\$	25,000	10 Yrs	\$	2,500
Well #11	\$	25,000	10 Yrs	\$	2,500
Well #12	\$	25,000	10 Yrs	\$	2,500
Total				\$	12,500
Well #8 Filter Equipment					
Media	\$	30,000	15 Yrs	\$	2,000
Valve and Actuators	\$	84,000	20 Yrs	\$	4,200
Blower	\$	20,000	20 Yrs	\$	1,000
HMO Equipment	\$	30,000	5 Yrs	\$	6,000
Total				\$	13,200
Well #11 Filter Equipment					
Media	\$	30,000	15 Yrs	\$	2,000
Valve and Actuators	\$	84,000	20 Yrs	\$	4,200
Blower	\$	20,000	20 Yrs	\$	1,000
HMO Equipment	\$	30,000	5 Yrs	\$	6,000
Total				\$	13,200
Well #12 Filter Equipment					
Media	\$	30,000	15 Yrs	\$	2,000
Valve and Actuators	\$	84,000	20 Yrs	\$	4,200
Blower	\$	20,000	20 Yrs	\$	1,000
HMO Equipment	\$	30,000	5 Yrs	\$	6,000
Total				\$	13,200
VFD/Sine Wave Filter					
Well #4	\$	35,000	20 Yrs	\$	1,750
Well #8	\$	35,000	20 Yrs	\$	1,750
Well #10	\$	35,000	20 Yrs	\$	1,750
Well #11	\$	35,000	20 Yrs	\$	1,750
Well #12	\$	35,000	20 Yrs	\$	1,750
Total				\$	8,750
WELL STANDBY POWER					
Portable Generator (Wells #8 and #10) (Purchased in 2007)	\$	110,000	20 Yrs	\$	5,500
Well #4 (New In 2020)	\$	110,000	20 Yrs	\$	5,500
Well #8	\$	110,000	20 Yrs	\$	5,500
Well #11 (New In 2018)	\$	110,000	20 Yrs	\$	5,500
Well #12 (New In 2015)	\$	110,000	20 Yrs	\$	5,500
Total	\$	550,000		\$	27,500
TOTAL EQUIPMENT REPLACEMENT				\$	158,100

#### RMU Water Division Non-Debt Funded Projects Budget

PROJECT	CALENDAR YEAR										
		2022		2023		2024	2025	2026		2027	
WELL PUMPS											
Well #4	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #8	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #10	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #11	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #12	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
WELL BUILDING/WATER TREATMENT											
Well #4	\$	600,000	\$	-	\$	-	\$ -	\$	-	\$	-
Well #8	\$	300,000	\$	3,450,000	\$	3,450,000	\$ -	\$	-	\$	-
Well #10	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #11	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #12	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
ELEVATED WATER STORAGE TANKS											
Tank Inspections	\$	-	\$	-	\$	45,000	\$ -	\$	-	\$	-
Well #4	\$	-	\$	750,000	\$	-	\$ -	\$	-	\$	-
Well #8	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #11	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Well #12	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
WATER MAIN REPLACEMENT	\$	-	\$	310,000	\$	360,000	\$ 300,000	\$	410,000	\$	500,000
WATER TRANSMISSION MAINS	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
REPLACEMENT ITEMS											
Distribution Meters	\$	250,000	\$	25,000	\$	25,000	\$ 25,000	\$	25,000	\$	25,000
Water Maintenance Blanklet	\$	150,000	\$	150,000	\$	150,000	\$ 150,000	\$	150,000	\$	150,000
VEHICLES AND EQUIPMENT											
Pickup Truck - 3/4 Ton (4 Each)	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Dump Truck (2 Each)	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Backhoe (2)	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Skid Loader	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
Construction Truck	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-
TOTAL	\$	1,300,000	\$	4,685,000	\$	4,030,000	\$ 475,000	\$	585,000	\$	675,000
OTHER FUNDING SOURCES	\$	300,000	\$	4,200,000	\$	3,450,000	\$ -	\$	-	\$	-
NON-DEBT FUNDED PROJECTS	\$	1,000,000	\$	485,000	\$	580,000	\$ 475,000	\$	585,000	\$	675,000

# Drinking Water Rate Study Findings

Adam Lanning



### System Overview

- Five supply wells w/capacity of 9.6 MGD
- Four elevated storage tanks w/2.25 MG's of storage
- Approximately 100 miles of underground water mains.
- 900 fire hydrants
- 1600 system valves
- Supply 1 billion gallons water per year
- 3700 customers
- 6 operators, 2 lab techs and 2 administrative staff

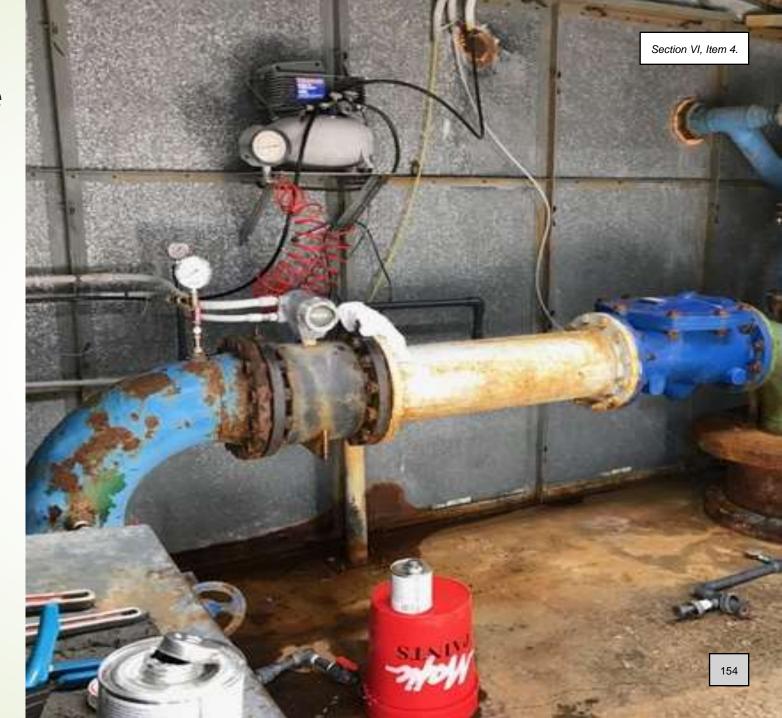


### Capital Projects 2015-Today

- 750,000 gallon elevated storage tank.
- 1400 gal/min wellhouse (well 12)
- 1400 gal/min radium removal plant (well 11)
- 1300 gal/min wellhouse (well 10)
- 1400 gal/min radium removal plant (well 12)
- 1200 gal/min wellhouse (well 4)
- After 2022, will have replaced over 4,000 meters.
- Certified bacteriological lab



Well 10: Before





Well 10: Before

Section VI, Item 4.



New Well 10



Well 11 Before

Section VI, Item 4.



Well 11 After

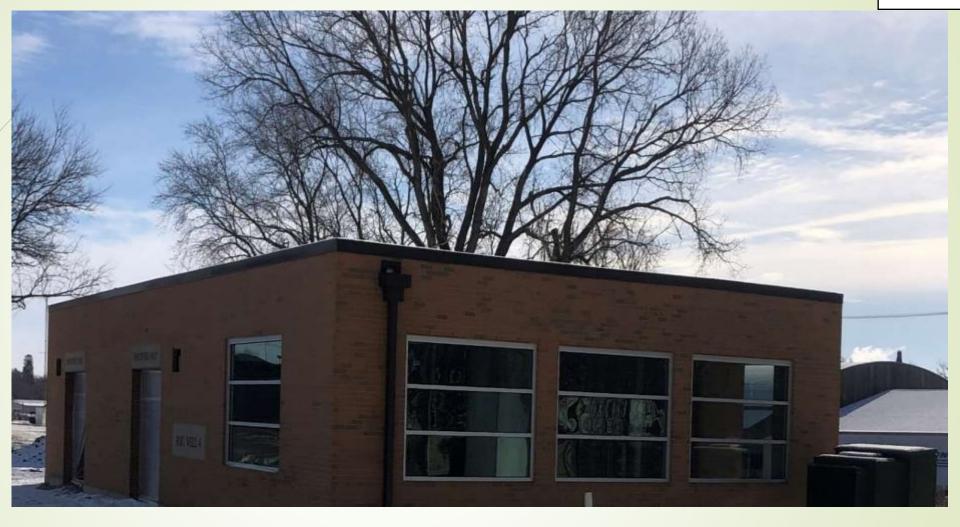


Well 12 and Tower

Section VI, Item 4.



Well 4 Old Wellhouse



Well 4 New Wellhouse

### Capital Investment Since 2015

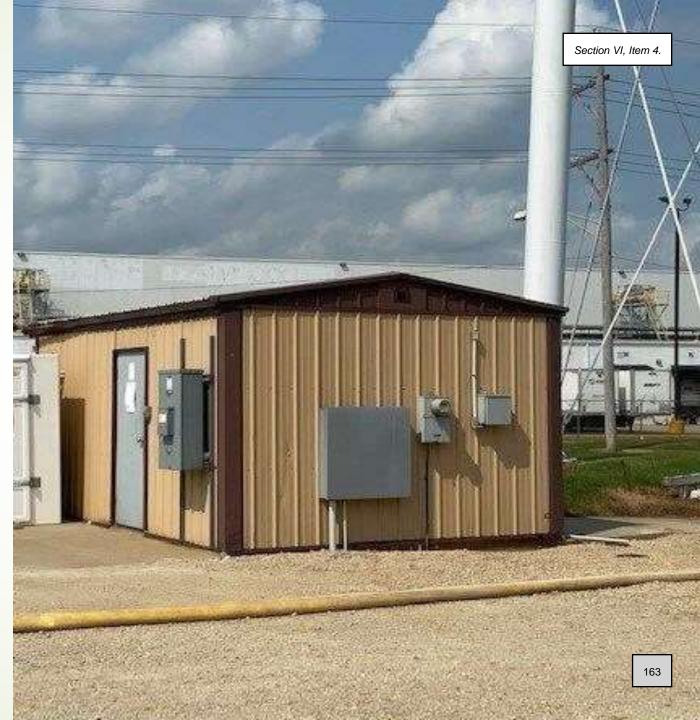


■\$13 Million

\$2 Million Principal Forgiveness

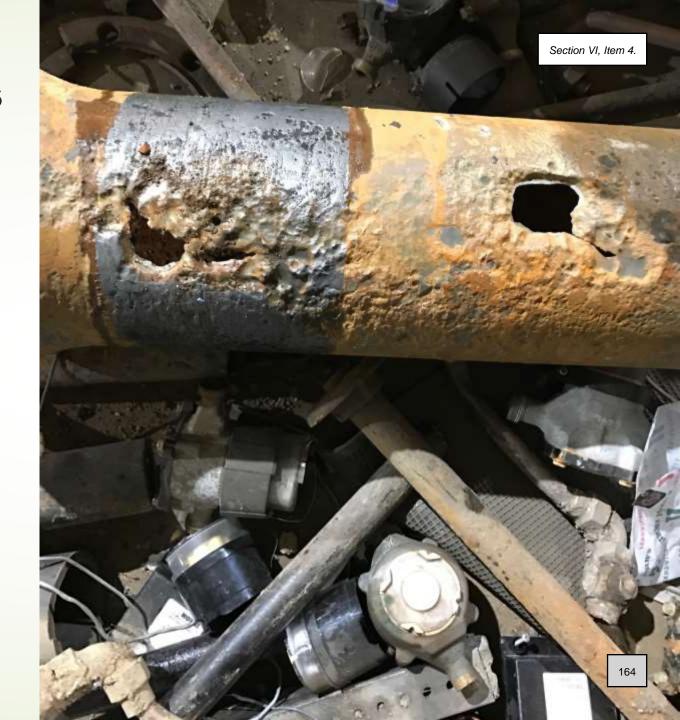
### **Upcoming Projects**

Well 8 Iron Removal Plant –Estimated cost \$7.2 million



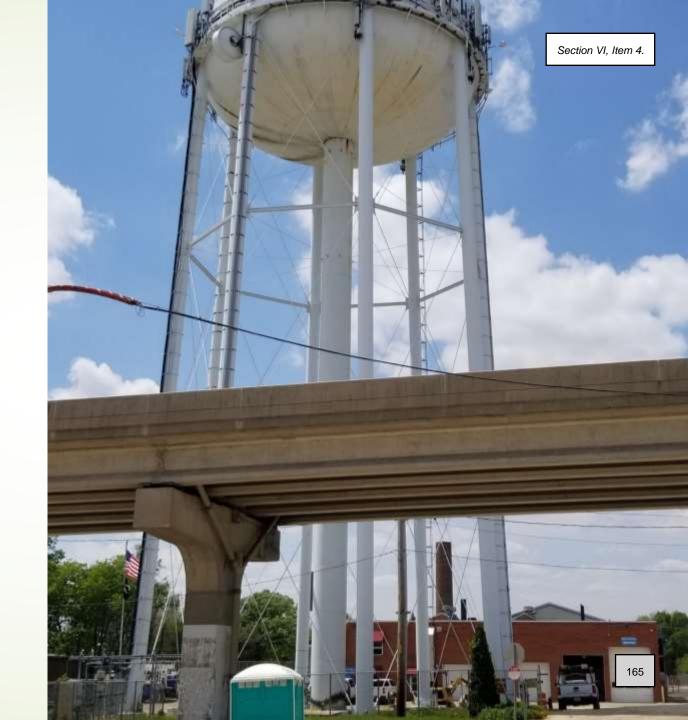
### **Upcoming Projects**

Watermain Replacement
 Ongoing Project to replace
 2500 – 5000 feet per year



## **Upcoming Projects**

Painting and Rehab of Water TowerCost Estimate \$1 million



### Water Budget Projection

	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Expenditures						
Fixed Charge Expenses	\$ 429,500	\$ 442,385	\$ 455,657	\$ 469,326	\$ 483,406	\$ 497,908
Basic User Expenses	\$1,969,147	\$2,073,826	\$2,134,207	\$2,200,749	\$2,259,738	\$2,320,518
Equipment Replacement Expenses	\$ 0	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100	\$ 158,100
Non-Debt Funded Projects Expenses	\$1,300,000	\$4,685,000	\$4,030,000	\$ 475,000	\$ 585,000	\$ 675,000
Capital Recovery Expenses – Debt Service	\$ 441,132	\$ 441,132	\$ 441,132	\$ 619,132	\$ 619,132	\$ 619,132
Total Expenditures	\$4,139,779	\$7,800,443	\$7,219,096	\$3,922,307	\$4,105,376	\$4,270,658
Revenues						
Water Sales	\$3,170,439	\$3,412,916	\$3,574,098	\$3,733,137	\$3,897,362	\$4,059,444
Other Revenue	\$ 173,500	\$ 197,260	\$ 201,690	\$ 206,298	\$ 211,090	\$ 216,074
IEPA Loan Reimbursements/Grants	\$ 300,000	\$4,200,000	\$3,450,000	\$ 0	\$ 0	\$ 0
Total Revenue	\$3,643,939	\$7,810,176	\$7,225,788	\$3,939,435	\$4,108,452	\$4,275,518
Net Income/(Loss)	(\$ 495,841)	\$ 9,733	\$ 6,692	\$ 17,128	\$ 3,076	\$ 4,860

### Proposed Residential Rates

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

Charge	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Basic User Rate	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Capital Recovery Rate	\$0.52/HCF	\$0.52/HCF	\$0.52/HCF	\$0.71/HCF	\$0.71/HCF	\$0.71/HCF
Total	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/H <sub>167</sub>

### Proposed General Service/Industrial Rates

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

	CY	′ 2026	CY 2027		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF	
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF	

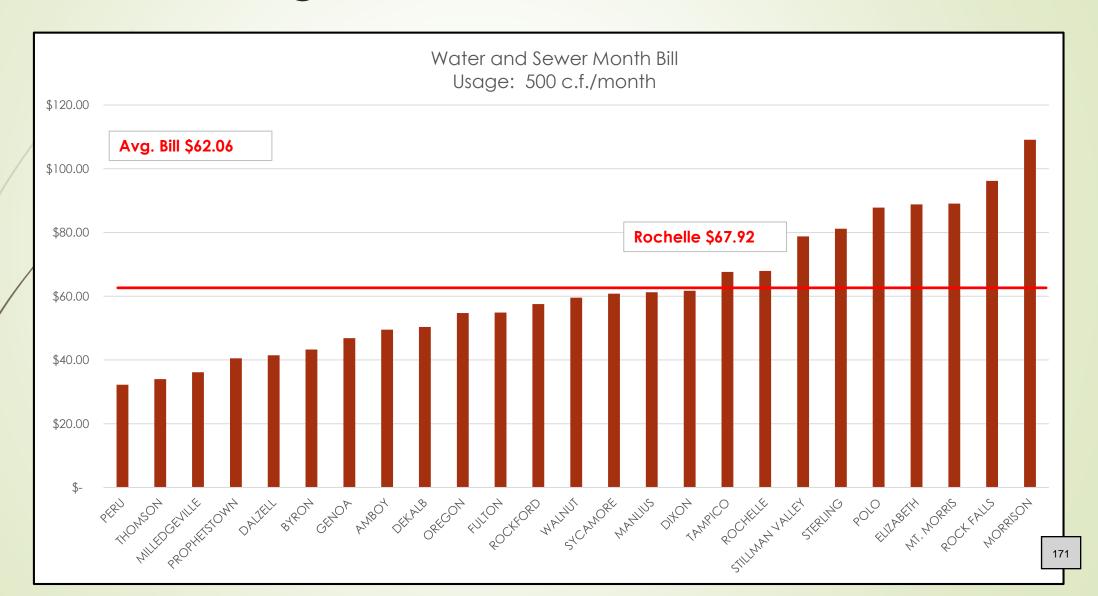
### Industrial Rate Impact

	Industric	al (1)	Industrial <sup>(2)</sup>		
	Monthly Bill	% Increase	Monthly Bill	% Increase	
CY 2022	\$30,899.99		\$51,351.61		
CY 2023	\$31,845.12	3.1%	\$52,839.68	2.9%	
CY 2024	\$32,830.08	3.1%	\$54,367.58	2.9%	
CY 2025	\$33,815.04	3.0%	\$55,895.48	2.8%	
CY 2026	\$34,800.02	2.9%	\$57,423.40	2.7%	
CY 2027	\$35,785.00	2.8%	\$58,951.32	2.7%	

### Residential Rate Impact

	Residential User (1)		General Service (2)		
	Monthly Bill	% Increase	Monthly Bill	% Increase	
CY 2022	\$30.40		\$148.28		
CY 2023	\$32.02	5.3%	\$156.34	5.4%	
CY 2024	\$33.67	5.2%	\$165.55	5.9%	
CY 2025	\$35.32	4.9%	\$174.76	5.6%	
CY 2026	\$36.99	4.7%	\$183.99	5.3%	
CY 2027	\$38.66	4.5%	\$193.22	5.0%	

### Surrounding Communities



#### THE CITY OF ROCHELLE

**Ogle County, Illinois** 

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

RESOLUTION ESTABLISHING WATER RATES, EFFECTIVE JANUARY 1, 2023

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

#### **RESOLUTION ESTABLISHING WATER RATES, EFFECTIVE JANUARY 1, 2023**

#### June 13, 2022

RESOLUTION NO.
----------------

**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**, 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**, Section 98-4 of the Rochelle Municipal Code provides that charges and rates for utility services provided by the utility department, including water, shall be established and modified from time to time by City Council resolution; and

**WHEREAS**, RMU has had Willett-Hofmann Associates, Inc. perform a water rate study and the findings of the review have been presented to the City Council; and

WHEREAS, the Mayor and City Council find that a modification in the water rates will ensure that the Water Department can meet its obligations, continue to provide reliable service to its customers that includes an efficient rate structure for infrastructure improvements, and that it is appropriate that water rates be modified, effective January 1, 2023, in accordance with Willett-Hofmann Associates, Inc.'s analysis City of Rochelle Water Rate schedules for Residential General Service and Industrial Customers attached hereto as Exhibit 1; and

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

<u>SECTION ONE.</u> The foregoing Recitals are not mere preparatory language but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

<u>SECTION TWO.</u> The Mayor and City Council hereby adopted the Water Rate Schedule for Residential, General Service and Industrial Customers in accordance with Willett Hofmann Associates, Inc.'s analysis, attached hereto as Exhibit 1. The City Manager is further authorized to set fees for laboratory water testing services attached hereto as Exhibit 2, and for services not specifically listed in the pricing schedule referenced herein.

<u>SECTION THREE.</u> The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or unenforceable,

said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

<u>SECTION FOUR.</u> This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

<u>SECTION FIVE.</u> That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

PASSED THIS 13th day of Jun	ne, 2022.		
AYES:			
NAYS:			
ABSENT:			
APPROVED THIS 13th day of	f June, 2022.		
_			
		MAYOR	
ATTEST:			
CITY CI FRK		_	
CITY CLERK			

#### **EXHIBIT 1 (Water Rate Schedule)**

#### PRICE SCHEDULE OF UTILITY CHARGES AND RATES FOR WATER

Pursuant to Section 98-4 of the Rochelle Municipal Code, this Price Schedule provides user charges and rates for water and replaces and supersedes those charges and rates previously established. There are five (5) water user categories for billing water. These categories are Residential, General Service, Industrial, Lawn Irrigation, and General Service Bulk Purchase. The definition of each user category and the current and recommended rate structure are detailed below.

#### A. RESIDENTIAL

#### 1. Definition

Residential rate is available to customers residing in a metered one-family dwelling unit, usually physically separate. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is based on the water meter size and is a fixed dollar amount charge per month per user. The recommended fixed charge is a fixed dollar amount charge per month per user for all meter sizes. The current and future fixed charges are detailed below.

#### Residential

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and future basic user charges are summarized below.

#### Usage Charge Rates

Charge	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Basic User Rate	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF

Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Capital Recovery Rate	\$0.52/HCF	\$0.52/HCF	\$0.52/HCF	\$0.71/HCF	\$0.71/HCF	\$0.71/HCF
Total	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/HCF

#### B. GENERAL SERVICE

#### 1. Definition

General Service rate is available to customers not qualifying as Residential rate and having a monthly usage less than 500,000 cubic feet (3,740,000 gallons) during the current month or in any of the previous 11 billing months. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is based on the water meter size and is a fixed dollar amount charge per month per user. The recommended fixed charge is a fixed dollar amount charge per month per user for all meter sizes. The current and future fixed charges are detailed below.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and future basic user charge is summarized below.

#### **Usage Charge Rates**

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

#### **Usage Charge Rates**

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

#### **Usage Charge Rates**

	CY	2026	CY 2027	
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF

#### C. INDUSTRIAL

#### 1. Definition

Industrial rate is available to Industrial water customers that have a monthly usage of 500,000 cubic feet (3,740,000 gallons) during the current billing month or in any of the previous 11 billing months. The variable charge is based on the higher of the current billing month's usage or 40% of the highest usage recorded in the previous 11 billing months. Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The current fixed charge is based on the water meter size and is a fixed dollar amount charge per month per user. The

recommended fixed charge is a fixed dollar amount charge per month per user for all meter sizes. The current and future fixed charges are detailed below.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and future basic user charge is summarized below.

#### **Usage Charge Rates**

	CY	2022	CY 2023		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.22/HCF	\$0.59/HCF	\$2.69/HCF	\$0.62/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.35/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.52/HCF	\$0.34/HCF	
Total	\$4.21/HCF	\$1.12/HCF	\$4.44/HCF	\$1.15/HCF	

#### Usage Charge Rates

	CY	2024	CY 2025		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$2.96/HCF	\$0.65/HCF	\$3.04/HCF	\$0.67/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.11/HCF	\$0.07/HCF	\$1.11/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.52/HCF	\$0.34/HCF	\$0.71/HCF	\$0.35/HCF	
Total	\$4.71/HCF	\$1.18/HCF	\$4.98/HCF	\$1.21/HCF	

#### **Usage Charge Rates**

	CY	2026	CY 2027		
Charge	0-100,000 CF	Over 100,000 CF	0-100,000 CF	Over 100,000 CF	
Basic User Rate	\$3.25/HCF	\$0.69/HCF	\$3.32/HCF	\$0.72/HCF	
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	
Non-Debt Funded Projects Rate	\$1.17/HCF	\$0.07/HCF	\$1.37/HCF	\$0.07/HCF	
Capital Recovery Rate	\$0.71/HCF	\$0.36/HCF	\$0.71/HCF	\$0.36/HCF	
Total	\$5.25/HCF	\$1.24/HCF	\$5.52/HCF	\$1.27/HCF	

#### D. LAWN IRRIGATION

#### 1. Definition

Lawn Irrigation rate is available to customers who install a separate meter with a shut-off valve and check valve for the inlet side, installed by a licensed plumber and approved by the Rochelle Water Division. This rate may be used only for non-sanitary sewer related uses, i.e. lawn irrigation. The usage registered on this meter will not be subject to sewer charges. Abuse may result in the termination of application of this rate to the customer.

The Rochelle Water Division reserves the right to periodically inspect plumbing whenever it deems it necessary and appropriate to do so.

The fixed charge is applicable only to bills for meter readings on or after June 30 until and including September 30 (usage during the months of June, July and August).

Customers outside the Rochelle City corporate boundaries will be charged two times the charges.

#### 2. Rate Schedule

The current fixed charge is based on the water meter size and is a fixed dollar amount charge per month per user. The recommended fixed charge is a fixed dollar amount charge per month per user for all meter sizes. The current and future fixed charges are detailed below.

#### Fixed Charge

CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
\$9.35/User/Mo.	\$9.82/User/Mo.	\$10.12/User/Mo.	\$10.42/User/Mo.	\$10.74/User/Mo.	\$11.06/User/Mo.

The variable charge is based on the metered volume used. The current and future basic user charges are summarized below.

#### **Usage Charge Rates**

Charge	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	CY 2027
Basic User Rate	\$2.22/HCF	\$2.69/HCF	\$2.96/HCF	\$3.04/HCF	\$3.25/HCF	\$3.32/HCF
Equipment Replacement Rate	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF	\$0.12/HCF
Non-Debt Funded Projects Rate	\$1.35/HCF	\$1.11/HCF	\$1.11/HCF	\$1.11/HCF	\$1.17/HCF	\$1.37/HCF
Capital Recovery Rate	\$0.52/HCF	\$0.52/HCF	\$0.52/HCF	\$0.71/HCF	\$0.71/HCF	\$0.71/HCF
Total	\$4.21/HCF	\$4.44/HCF	\$4.71/HCF	\$4.98/HCF	\$5.25/HCF	\$5.52/HCF

#### E. GENERAL SERVICE BULK PURCHASE

#### 1. Definition

General Service Bulk Purchase rate is available to customers for temporary or short-term purchases from the WRP or a fire hydrant meter. The customer is required to obtain a temporary meter and backflow preventer from the Water Division.

The Rochelle Water Division reserves the right to periodically inspect attachments and proper meter readings. Water misuse or bypassing the meter may result in discontinuing water service to the customer or prosecution.

#### 2. Rate Schedule

The rate charge has a fixed charge and a variable usage charge component. The fixed charge is for all or a portion of the month.

#### a. Bulk Water at WRP Usage Charge Rates:

	Effective January 1, 2023
First 5,000 Gallons	\$0.030/Gallon
Over 5,000 Gallons	\$0.015/Gallon

Note: If customer wants to be billed, then there is a \$35.00 processing fee.

#### b. Bulk Water From Hydrant Fixed Charges:

	Effective January 1, 2023
Meter Deposit	\$500.00
Meter and RPZ Deposit	\$1,000.00
Hydrant Meter Handling Fee	\$75.00
Hydrant Meter Rental Fee	\$35.00/Month
Hydrant Meter and RPZ Rental Fee	\$60.00/Month

Usage Charge Rate: \$0.015/Gallon

#### F. FIRE PROTECTION

#### 1. Definition

The private fire protection connection rate was established in June 2011 and was not changed in the current revisions. A private fire protection rate is charged to all users that have a private connection that feeds a fire protection system inside a building or a fire loop around a building and the charge will be based on the size of the fire protection main connection. The user will be charged for each private fire protection line connection to the system if there is more than one connection. There is no rate charge for the volume of water used during a fire event.

#### 2. Rate Schedule

The Private Fire Protection charge is a fixed monthly charge for any user with a fire protection connection to the water system. The fixed monthly charge is based on the size of the fire protection line connection. A Private Fire Protection user must also pay the Public Fire Protection charge above.

#### Private Fire Protection Charge:

Fire Protection Line Connection Size	Effective July 1, 2023
2"	\$4.27/Connection/Month
3"	\$6.89/Connection/Month
4"	\$14.69/Connection/Month
6"	\$42.67/Connection/Month
8"	\$90.93/Connection/Month
10"	\$163.52/Connection/Month

## **EXHIBIT 2** (Laboratory Testing Fee Schedule)

#### **Water Division**

Colilert Test: \$25.00 Fluoride: \$14.00 Hardness: \$4.00 Iron: \$9.00

#### **Water Reclamation Division**

Ammonia: \$17.00 Fecal Coliform: \$21.00

Nitrates: \$8.00

Total Dissolved Solids: \$5.00

Total Phosphorus/Total Phosphate: \$15.00

Total Suspended Solids: \$12.00

STATE OF ILLINOIS	)	SS.
COUNTY OF OGLE	)	55.
CERTIFICATE		
I, Rose Hueramo, C	ity Cler	rk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY th	at the f	foregoing is a true and correct copy of Resolution No, "
RESOLUTION ESTABLIS	HING V	WATER RATES, EFFECTIVE JANUARY 1, 2023" which was
adopted by the Mayor and C	City Co	ouncil of the City of Rochelle on June 13, 2022.
IN WITNESS WHE	REOF,	, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13	<sup>th</sup> day o	of June, 2022.
		CITY CLERK

#### File Attachments for Item:

**5**. Resolution Authorizing the Execution of a Professional Services Agreement with Baxter Woodman for the Pretreatment Program

#### ROCHELLE CITY COUNCIL REGULAR MEETING 6/13/22 AGENDA ITEM NO. ?

**SUBJECT:** Approve contract with Baxter Woodman Inc. for Pretreatment Program Update.

**Staff Contact:** Adam Lanning

Summary: The City of Rochelle currently manages an industrial pretreatment program and is enforced through the City's Municipal Code. The ordinance was adopted in the 1990's and has not been updated since. As the City's industrial loading to our water reclamation plant continues to increase, it is in our best interest to ensure the plant is protected from industrial waste loads. By updating the existing ordinance, we will have the flexibility to provide enforcement of both state and federal standards. In addition, the update will include language regarding the fats oil and grease (FOG) program, which the current ordinance is lacking enforcement capabilities.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:
Capital fund – Cash Reserve	\$75,000	\$26,200

**<u>Strategic Plan Goal Application:</u>** 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 Baxter Woodman and Associate's in the amount of \$26,200.

#### **Supporting Documents:**

Document Link 1

Document Link 2

Document Link 3



8678 Ridgefield Road, Crystal Lake, IL 60012 \* 815.459.1260 \* baxterwoodman.com

March 29, 2022

Mr. Adam Lanning City of Rochelle 420 North 6<sup>th</sup> Street Rochelle, IL 61068

Subject: City of Rochelle - Pretreatment and Sewer Use Ordinance Update

Dear Mr. Lanning:

Thank you for discussing your interest and the benefits of updating your sewer use ordinance to reinforce industrial pretreatment language. As you have an informal industrial pretreatment program, and the last update of the sewer use and pretreatment ordinance was 1996, it is important to bring your ordinance up to current standards to protect your newly upgraded wastewater treatment plant.

#### PROJECT UNDERSTANDING

An update to the City's existing Ordinance will strengthen the control mechanisms necessary to permit and regulate the wastewater discharges from industrial users in your service area. Modifications to the Ordinance will also include an upgrade with the current federal pretreatment streamlining regulations that provide more flexibility, reflect current conditions in the facility planning area, and include language and legal authority to regulate sources of non-domestic wastewater.

Baxter & Woodman will coordinate modifications with existing ordinance legacy sections and the City's Building Department criteria.

Specifically, we will provide the following services to modify the Sewer Use and Pretreatment Ordinance:

1. Conduct kick-off meeting with City to discuss Sewer Use and Pretreatment Ordinance objectives and needs. Confirm hierarchy and titles of City Staff that will be identified in the document and clarify which staff are responsible for various program operations. Review the USEPA optional streamlining ordinance provisions, food service (FOG) program language, and other optional provisions such as hauled waste. Determine which optional provisions the City wishes to include.



- 2. Use USEPA's 2007 model ordinance as the basis for the new ordinance. Prepare a draft Sewer Use & Pretreatment Ordinance.
- 3. Complete USEPA legal checklist for City records and use to demonstrate the Ordinance is complete (submittal to USEPA is not required at this time because the City does not have a USEPA Federally Approved Pretreatment Program).
- 4. Submit draft Ordinance to City. Hold three (3) separate in-person meetings (with the option to switch to virtual meetings), up to two (2) hours each, with City Staff to walk through the draft Ordinance to explain its purpose and strengths, identify decisions to be made by the City, obtain comments from City, and determine numbering structure of Ordinance so that it fits into the City's existing code of ordinances. Any other requested meetings beyond three (3) (virtual or in person) for the Ordinance will be billed at the Engineer's standard billing rates and travel rates after approval from the City.
- 5. Make revisions to the draft Ordinance based on meetings with City Staff.
- 6. Submit revised draft Ordinance to the City for review and comment. Our proposed fee includes four (4) hours to incorporate staff's review comments and another four (4) hours to incorporate the City Attorney's comments. Time beyond that will be billed at standard rates once approval is received from the City.
- 7. Submit final Ordinance to City for adoption.
- 8. Assist City with Ordinance adoption (OPTIONAL). Attend City Council Meeting to present Ordinance updates and answer questions from City Council regarding ordinance updates. Time and expenses have been in included in the fee for this option.

#### **ENGINEERING FEE**

The Owner shall pay the Engineer for the services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, an amount not-to-exceed \$26,200.



We look forward to working with you on this important compliance project. If this proposal is acceptable, **please sign below return one copy for our files.** The attached standard terms and conditions apply to this proposal. Please contact Ms. Nichole Schaeffer at 815-444-3372 if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN, INC. CONSULTING ENGINEERS

Sean E. O'Dell, PE Vice President Nichole Schaeffer, PE, BCEE Environmental Department Manager

CITY OF ROCHELLE, ILLINOIS

ACCEPTED BY:	
TITLE:	
DATE:	

P:\ROCHC\220673-PT Ordinance\Contracts\Work\220673.30\_Proposal\_Ordinance.docx

#### STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT".

Owner's Responsibility – Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

<u>Schedule for Rendering Services</u> - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractors' work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW shall not provide advice or have any responsibility for municipal financial products or securities; (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

<u>Insurance</u> - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation: Statutory Limits Excess Umbrella Liability: \$10 million per claim and aggregate

General Liability: \$1 million per claim Professional Liability: \$5 million per claim

\$2 million aggregate \$5 million aggregate

Automobile Liability: \$1 million combined single limit

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.



Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

<u>Use of Documents</u> – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Owner shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BW's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BW to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

<u>Dispute Resolution</u> - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall if affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



		Y OF ROCHE County, Illinois		
	RE	SOLUTION		
	1	NO		

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

PROGRAM UPDATE

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

## RESOLUTION AUTHORIZING THE RETENTION OF BAXTER & WOODMAN, INC. FOR PROFESSIONAL SERVICES RELATED TO THE PRETREATMENT PROGRAM UPDATE

RESOLUTION NO.	
----------------	--

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

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

**WHEREAS**, the City operates a water and water reclamation utilities through the Rochelle Municipal Utilities ("RMU"), one of its departments; and

**WHEREAS**, the City currently manages an industrial pretreatment program, which is enforced through the City's Municipal Code; and

**WHEREAS**, the City's Municipal Code has not been updated since its adoption over twenty years ago; and

**WHEREAS**, as the City's industrial loading to our water reclamation plant increases, it is in the best interest to ensure the plant is protected from industrial waste loads; and

**WHEREAS**, the updates to the City's Municipal Code will provide a mechanism for the enforcement of both state and federal standards; and

**WHEREAS**, RMU staff has determined that Baxter & Woodman, Inc.'s has expertise in this area, institutional knowledge of the RMU's water reclamation system and provided a proposal (attached hereto as Exhibit 1) that will best serve the City's needs; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to approve a professional services agreement with Baxter & Woodman, Inc.'s for professional engineering services related to the update of the pretreatment program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS as follows:

<u>SECTION ONE</u>: The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

<u>SECTION TWO</u>: The City Manager is authorized to execute a professional services agreement with Baxter & Woodman, Inc.'s for professional engineering services related the pretreatment program update, as set forth in Baxter & Woodman, Inc.'s proposal, attached as Exhibit 1 hereto, and execute all necessary ancillary agreements, in a form subject to review and revision as to form by the City Attorney.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: 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.

<u>SECTION FIVE</u>: The City Clerk shall publish this Resolution in pamphlet form.

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

CITY CLERK		
ATTEST:		
	MAYOR	
APPROVED THIS 13th day of June 2022.		
ADDDOVED THIS 12th day of June 2022		
ABSENT:		
NAYS:		
AYES:		
PASSED THIS 13th day of June 2022.		

STATE OF ILLINOIS	)	0.0			
COUNTY OF OGLE	)	SS.			
		CERTIFI	ICATE		
I, Rose Hueramo, Ci	ity Clerk	c of the City of	f Rochelle, Co	ounty of Ogle and St	ate of Illinois,
DO HEREBY CERTIFY th	nat the fo	oregoing is a t	true and correc	ct copy of Resolution	on No,
"RESOLUTION AUTHOR	IZING T	ΓΗΕ RETENT	ION OF BAX	TER & WOODMA	N, INC. FOR
PROFESSIONAL SERV	VICES	RELATED	TO THE	PRETREATMENT	PROGRAM
UPDATE" which was adop	ted by th	ne Mayor and (	City Council o	of the City of Rochel	le on June 13,
2022.					
IN WITNESS WHE	REOF,	I have hereunt	o set my hand	and affixed the cor	porate seal of
the City of Rochelle this 13	th day o	f June 2022.			
				CITY CLERK	

#### **File Attachments for Item:**

6. Ordinance Waiving Competitive Bidding Requirements and Authorizing the Purchase of a Pavement Condition Survey and Right-Of-Way Asset Inventory

## THE CITY OF ROCHELLE Ogle County, Illinois

# ORDINANCE NO.

AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL OF ROADWAY ASSET SERVICES, LLC FOR A PAVEMENT CONDITION SURVEY AND RIGHT-OF-WAY ASSET INVENTORY

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

#### CITY OF ROCHELLE Ogle County, Illinois

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

# AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL OF ROADWAY ASSET SERVICES, LLC FOR A PAVEMENT CONDITION SURVEY AND RIGHT-OF-WAY ASSET INVENTORY

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

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

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

- **WHEREAS**, the City of Rochelle ("City") maintains roads and right of way inside of its corporate limits; and
- **WHEREAS**, in January 2021, the City of Rochelle began implementing VueWorks software, which is a web-enabled integrated GIS, enterprise asset management solution; and
- **WHEREAS**, VueWorks allows the City's various departments to track the condition, minimize failure risk, optimize expenditures and service the City's physical assets; and
- **WHEREAS**, to fully utilize VueWorks asset management software, the City must have the most accurate and up-to-date GIS data for VueWorks; and
- **WHEREAS**, City staff has met with multiple vendors who provide pavement condition surveys and right-of-way ("ROW") asset inventory services; and
- **WHEREAS**, City staff received four proposals from pavement condition survey and ROW asset inventory vendors; and
- WHEREAS, City staff has reviewed the proposals with the City's GIS team, VueWorks consultants, and City consultants and City staff has determined that Roadway Asset Services,

LLC's proposal (attached hereto as Exhibit 1) is the best proposal to complete the City's pavement condition survey and ROW asset inventory; and

**WHEREAS**, the City desires to waive competitive bidding requirements and authorize the City Manager to accept the proposal of Roadway Asset Services, LLC for the City's pavement condition survey and ROW asset inventory assessment, in an amount not to exceed \$71,910.00; 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 competitive bidding requirements and authorize the City Manager to accept Roadway Asset Services, LLC's proposal (Exhibit 1) for the City's pavement condition survey and ROW asset inventory assessment, in an amount not to exceed \$71,910.00; and

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

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

<u>SECTION TWO</u>: The Mayor and City Council of the City of Rochelle hereby to waive the competitive bidding requirements and authorize the City Manager to accept Roadway Asset Services, LLC's proposal (Exhibit 1) for the City's pavement condition survey and ROW asset inventory assessment, in an amount not to exceed \$71,910.00, and to execute all necessary agreements for said proposal, subject to the review and revision as to the form and substance by the City Attorney.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: 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.

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

ATTEST:		
	MAYOR	
APPROVED THIS 13th day of June, 2022.		
ABSENT:		
NAYS:		
AYES:		
PASSED THIS 13th day of June, 2022.		

CITY CLERK

STATE OF ILLINOIS	)	9.9	
COUNTY OF OGLE	)	SS.	
		CE	RTIFICATE
I, Rose Hueramo, C	City Cle	rk of the (	City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY t	hat the	foregoing	g is a true and correct copy of Ordinance No,
"AN ORDINANCE WAI	VING	THE CO	OMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE CI	TY MA	ANAGER	TO ACCEPT THE PROPOSAL OF ROADWAY
ASSET SERVICES, LLC	FOR A	PAVEME	ENT CONDITION SURVEY AND RIGHT-OF-WAY
ASSET INVENTORY", w	hich wa	s adopted	by the Mayor and City Council of the City of Rochelle
on June 13, 2022.			
IN WITNESS WHI	EREOF	, I have h	ereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13	3th day	of June, 2	2022.
			CITY CLERK

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Waiving Competitive Bidding Requirements and Authorizing the Purchase of a

Pavement Condition Survey and Right-Of-Way Asset Inventory

**Staff Contact:** Tim Isley

<u>Summary:</u> January 2021, the City of Rochelle began implementing VueWorks software. VueWorks is a web-enabled integrated GIS, enterprise asset management solution. This software allows City Departments to track the condition, minimize failure risk, optimize expenditures and service delivery of the City's physical assets. The City's VueWorks package includes advanced modules to better manage City infrastructure condition, risk, projects, budget forecasting, and valuation.

To fully utilize VueWorks asset management software, it is vital the City provides the most accurate and up-to-date GIS data for VueWorks and its advanced modules. To accomplish this task, City staff have met with vendors who provide pavement condition surveys and right-of-way (ROW) asset inventory services. Typically, these vendors have vehicles equipped with cameras, special sensors, global positioning system (GPS) and computerized data collection systems that collect, process, and provide analytics on the pavement and assets surveyed.

Road and asset condition surveys assess or describe the state of being or "health" of an infrastructure network. A condition survey provides a rational and consistent method of allocating limited resources. A condition survey will allow the City to evaluate the current condition of the infrastructure network, determine the rates of deterioration, project future conditions, determine maintenance and rehabilitation needs, determine the cost of repair, prepare plans of repair, determine the effects of budget restrictions and deferred maintenance, schedule future pavement maintenance activities, and track performance of various pavement designs and materials.

To provide an accurate base for VueWorks asset management software, Rochelle's 2022 budget includes funds for a pavement condition survey and ROW asset inventory. The survey services requested are centerline identification, street network collection with pavement condition index (PCI) values, pavement width, alley network collection with PCI values, parking lot pavement assessment, sidewalk inventory, Americans with Disabilities Act (ADA) sidewalk ramp inventory, traffic sign and signal inventory, and a pavement report with multi-year budget scenarios. ROW imagery for all segments collected will be provided to the City for future asset inventory needs.

City staff received four quotes from pavement condition survey and ROW asset inventory vendors. After multiple meetings with road and asset survey vendors, Rochelle's geographic information system (GIS) team, VueWorks consultants, City consultants and City staff it has been determined that Roadway Asset Services (RAS) is the best fit candidate to complete Rochelle's pavement condition survey and ROW asset inventory. RAS has provided a quote in the amount of \$71,910.00 to conduct a field survey of Rochelle's pavement condition and inventory ROW assets as described in attachment A.

The RAS team is equipped with state-of-the-art pavement condition survey vehicles, experienced engineers, GIS specialist, and infrastructure asset managers. RAS has experience with development and modification of GIS data files and segmentation for pavement management analysis. The RAS team understands how to effectively format data results into the City's VueWorks infrastructure management software. This is important as it eliminates the need for any additional and expensive software programs other vendors require.

#### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
36-00-83100	\$90,000.00	\$71,910.00

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

**Recommendation:** Consider approving an ordinance waiving competitive bidding requirements and authorizing the purchase of a pavement condition survey and right-of-way asset inventory from Roadway Asset Services in the amount of \$71,910.00

Rochelle, IL Pavement Condition Survey and ROW Asset Inventory							
Task	Description Units Unit Cost						
1	Centerline Identification and Field Set-up (lump sum) <sup>1</sup>	1	\$8,000	\$8,000			
2	Street Network Collection (test mile) <sup>2</sup>	78	\$155	\$12,090			
3	Pavement Condition Index (test mile) Modified ASTM D6433 using AI	78	\$120	\$9,360			
4	Pavement Width (centerline miles)	73	\$20	\$1,460			
5	Curb and Guttter Inventory (lane miles)	130	\$40	\$5,200			
6	Sidewalk Inventory (lane miles)	130	\$40	\$5,200			
7	ADA Ramps Inventory (lane miles)	130	\$30	\$3,900			
8	Traffic Signals Inventory (Per Intersection)	14	\$125	\$1,750			
9	Pavement Report with multi-year Budget Scenarios (lump sum) <sup>3</sup>	1	\$24,950	\$24,950			
Total Fee <sup>4</sup>							

<sup>&</sup>lt;sup>1</sup>Assumes centerline file will be provided in GIS. Initial review indicates 78 test miles of paved roads

 $<sup>^{2}\,\</sup>mathrm{A}$  best practice is to drive all minor arterial roads both directions and local roads one direction

 $<sup>^3</sup>$ Summary Report includes PCI results (from Articifical Intellignece (AI) tool) and one round of budget scenarios with one set of revisions

 $<sup>^4\</sup>mbox{Bill}$  monthly, lump sum based on percent complete for each task item.

#### **Attachment A**

#### City of Rochelle Pavement Condition Survey and ROW Asset Inventory

#### **Pavement Condition Survey and ROW Asset Inventory Scope of Work Description:**

RAS understands that the City of Rochelle, Illinois desires to conduct a field survey of the pavement conditions on all the City maintained roads in accordance with the ASTM Standard D6433 "Standard Practice for Roads and parking Lots Pavement Condition Index (PCI) Surveys." The PCI based pavement condition survey is to be conducted on approximately 78 test miles of paved roads in the City limits on each street segment which is typically a block and tagged with a unique ID on the feature-class layer in GIS.

The CONSULTANT (Roadway Asset Services, LLC.) shall provide the following services to the OWNER (Rochelle, IL):

- Annual mobile data collection of roadway imagery and pavement distress for approximately 78 test
  miles (assuming driving two directions for arterials and collectors, and one direction for local
  residential roads.)
- ASTM D6433 compliant annual pavement rating and assessment for approximately 78 test miles.
- Inventory the following items: pavement condition and pavement width.
- Provide data in a format compatible with the OWNER's Pavement Management System (VUEWorks).

#### Task 1 - Project Initiation, GIS Centerline Import, and Project Management

Upon notice to proceed the CONSULTANT will arrange a kick-off meeting to confirm the project requirements and scheduling. The kick-off meeting will include proposed key personnel and the OWNER's project members. During the meeting, CONSULTANT will present the proposed Project Approach, which includes project equipment, software, methodology, schedules, and deliverables. The proposed approach will be finalized based on the OWNER requirements and decisions during the meeting. CONSULTANT will request that the OWNER provide any existing database, previous inventory of street conditions, road centerlines, Geographic Information System (GIS) layers, and aerial imagery for project use. Project communication protocol, documentation, accounting methodologies, data format, and will be confirmed during the meeting.

CONSULTANT will use the existing centerline data provided by the OWNER and create a pavement database based on the centerline layer. Each road segment record in the centerline layer will have a corresponding record in the pavement database. The OWNER represents that the City maintains approximately 73 centerline miles of roadways.

CONSULTANT will work with the OWNER to maintain the unique identifier of each of the road segments on the OWNER road network so that the pavement database will maintain a link to the GIS data.

CONSULTANT will communicate with the OWNER to gather required information to define all the distress types and treatment selections. Based on this information, a Pavement Condition Index (PCI) rating and treatment selection manual will be created to identify and define each distress type and its severity, extent, and treatment selection (based on the ASTM-D6433 testing methodology for roads and parking lots). Each collected GIS road segment will be populated with its respective PCI as well as any other derivative indices used to make up the PCI.

CONSULTANT will provide the OWNER with a GPS "breadcrumb" file of data collection routes and image locations.

CONSULTANT will provide project management for the duration of the project, including coordinating and attending meetings via web meetings or in person with OWNER, data research and collection efforts as required, preparing bi-weekly progress reports, and schedule updates. Bi-weekly progress

reports will include the miles collected for the current reporting period as well as cumulative totals. An exhibit displaying the roads collected and not yet collected will also be included.

The CONSULTANT will collect roadway data and images for the 78 test miles of roadway using a Roadway Asset Collection (RAC) vehicle.

CONSULTANT will work with the OWNER to review and verify that the data is ready to proceed.

#### Task 1 Deliverables:

- 1. The CONSULTANT will deliver bi-weekly progress reports and schedule updates.
- 2. The CONSULTANT will provide the OWNER with a centerline assessment document for review and approval.

#### Task 2 – Street Network Collection and Image Capture for Paved Roads

The RAS team consists of a driver and operator (CONSULTANT) who will systematically drive the automated data collection vehicle on the road segment listings provided by the OWNER. The CONSULTANT will collect pavement data with two passes on arterial, collector, and striped local roads and one pass collection on residential local roadways. CONSULTANT proposes to use its collection vehicle line scan camera with laser illumination and right-of-way cameras to capture pavement and ROW images to be used during the pavement rating process. Unpaved roads will not be surveyed.

CONSULTANT will record all ROW assets by collecting images at 15-ft maximum intervals with an automated data collection survey vehicle equipped with a Laser Crack Measurement System (LCMS) for automated pavement data acquisition, Ladybug 360 camera system for capturing right-of-way imagery and a laser profiler which includes at minimum two-line lasers for capturing roughness and ride data.

Roadway Asset Services (RAS) will perform data field collection on paved roads using a state-of-the-art Roadway Asset Collection (RAC) vehicle with following systems mounted:

- Right-of-way georeferenced images with Ladybug 5+ camera: Forward, Left, Right, and 360-degree spherical images.
- LCMS-2 pavement 2D/3D imaging.
- Longitudinal profile with 2-line lasers (left and right wheel paths) Distance measuring instrument (DMI) with an accuracy of +/-0.1%.
- Differentially corrected GPS (DGPS) with an accuracy of +/- 2 feet.
- Applanix POS/LV 220 to compensate for difficult GPS conditions in urban environments.

The RAS system collects all pavement and right-of-way images, IMU, DMI and profiler data concurrently.



A RAS automated data collection vehicle

The International Roughness Index (IRI) will be collected using a class 1 road surface profiler manufactured by International Cybernetics Corporation (ICC). The road surface profiler meets all ASTM E-950 standards for evaluating the smoothness of pavement.



Example imagery from Ladybug 360 camera

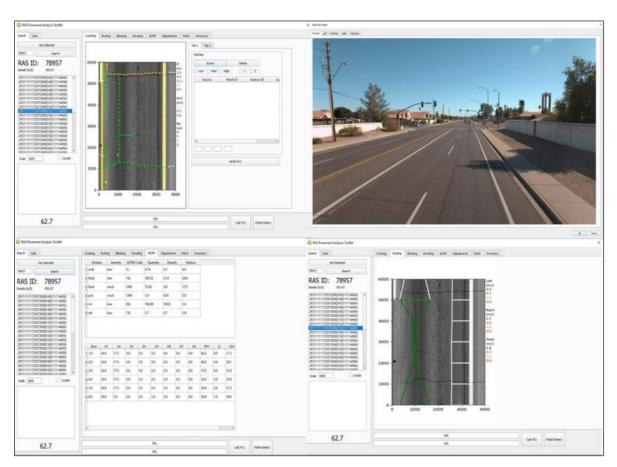
#### **Task 2 Deliverables:**

- 1. CONSULTANT will provide Right-of-Way imagery for all segments collected.
- 2. CONSULTANT will provide downward-facing Pavement Imagery for all segments collected.

3. CONSULTANT will provide International Roughness Index (IRI) values for each delivered road segment.

#### Task 3 - Pavement Condition Index, Modified ASTM D6433 using AI

CONSULTANT will evaluate the PCI survey results in accordance with ASTM D6433. CONSULTANT will provide 100% survey of all lanes driven using RAS' pavement analysis tool, Technical Rating Intelligence Program (Road TRIP<sup>TM</sup>) to evaluate the pavement condition using automated techniques per the ASTM D6433 pavement distress rating process including the following distresses: alligator cracking, longitudinal cracking, transverse cracking, block cracking, rutting, weathering, raveling, potholes, and patching. Experienced pavement engineers will review the resultant output for accuracy and make any corrections that may be needed. Road TRIP<sup>TM</sup> software allows the pavement and right of way imagery to be synced and the distress data to be displayed geospatially to provide another layer of quality assurance.



Pavement Condition Evaluation within Road TRIP™

CONSULTANT will provide final PCI and Distress data in a format compatible with the Client's Pavement Management System (VUEWorks).

#### Task 4 - Pavement Width

The CONSULTANT will use the images from the Ladybug 360 camera system to capture the width of pavement for each street segment to compare with the existing database information. CONSULTATNT will provide the widths for roads with width changes by noting locations of changes by stations and measuring each section of change, and the addition of lanes or turn lanes.

#### **Task 3 and 4 Deliverables:**

- 1. CONSULTANT will deliver a final GIS file geodatabase containing collected pavement data (containing the Type, Severity and Extent of distresses along the road segment as defined by the ASTM D6433 methodology), widths, distresses, and PCI value.
- 2. CONSULTANT will deliver a final VUEWorks import database file for implementation into software.

#### Task 5 - Curb and Gutter Inventory and Assessment

The CONSULTANT's RAC collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 15 feet from the Ladybug 360 camera system to identify the type of curb and gutter along each road segment and provide a very good/good/fair/poor/very poor condition rating. Right-of-Way assets will be inventoried on City maintained paved streets but not on alleys.

CONSULTANT will collect the curb and gutter with the following attributes:

#### **Curb and Gutter Attributes (Linear Feature):**

- Asset ID
- Location (Street Name asset located on)
- Photo Image link
- Physical Condition Rating
  - Very Good
  - Good
  - o Fair
  - o Poor
  - Very Poor
- Painted Color
  - o None
  - o Yellow
  - o Red
  - o Green
  - o Blue
  - Other
- Material type
  - PCC Standard Curb and Gutter
  - o PCC Median Curb and Gutter
  - PCC Pinned Curb
  - o PCC Other
  - o Granite Curb
  - Valley Curb and Gutter
  - o None
- Comments



#### **Task 5 Deliverables:**

1. CONSULTANT will deliver a Curb and Gutter Inventory with attributes identified above in a linear GIS file geodatabase

#### Task 6 - Sidewalk Inventory

CONSULTANT's Pavement and ROW collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and georeferenced to the pavement inventory by segment. Right-of-Way assets will be inventoried on City maintained paved streets but not on alleys. CONSULTANT will collect the following for the sidewalk inventory:

- 1. The collection of sidewalk imagery.
- 2. The extraction of sidewalks from the imagery (GIS Line features).
- 3. The attribution required for each sidewalk feature

#### **Sidewalk Attributes (Linear Feature):**

- AssetID
- Street Name
- Photo Image
- Physical Condition Rating
  - o Very Good
  - o Good
  - o Fair
  - o Poor
  - o Very Poor
- Width
- Material
  - Asphalt
  - Concrete
  - o Brick

- o Other
- Comments
- Length



#### **Task 6 Deliverables:**

 CONSULTANT will deliver a sidewalk inventory and sidewalk obstruction with attributes identified above in a GIS file geodatabase. CONSULTANT is only able to identify obstruction information visible in the imagery collected and OWNER acknowledge this data capture will not include all sidewalk obstructions.

#### Task 7 - ADA Curb Ramps Inventory

CONSULTANT's Pavement and ROW collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and georeferenced to the pavement inventory by segment. Right-of-Way assets will be inventoried on City maintained paved streets but not on alleys. CONSULTANT will collect the following for the curb ramp inventory:

#### Ramps Attributes (Point Feature):

- Asset ID
- X, Y Location
- Photo Image link
- Physical Condition Rating
  - Very Good = ramp is in new condition with truncated dome
  - o Good = ramp is level with no uprooting or cracking
  - Fair = ramp has minimal uprooting or cracking
  - o Poor = ramp has major uprooting or cracking and poses a hazard to pedestrians
  - Very Poor = ramp is severely broken up and is not usable to pedestrians

- Truncated Dome
  - Yes
  - o No
- Comments



#### **Task 7 Deliverables:**

1. CONSULTANT will deliver a Ramp Inventory with attributes identified above in a GIS Point file geodatabase.

#### Task 8 - Traffic Sign Inventory and Support

CONSULTANT's Pavement and ROW collection vehicles will collect right-of-way asset inventories at the same time that data is collected for the pavement condition survey. The vehicles will capture images at an interval of approximately 10 to 15 feet for both forward and side-facing directions and georeferenced to the pavement inventory by segment. CONSULTANT will collect the following:

#### **Sign Attributes (Point Feature):**

- AssetID
- X, Y Location
- MUTCD Code
- Sign Text
- Photo Image link
- Physical Condition Rating
  - o Good: sign is visible, not faded, straight/upright, legible, no graffiti
  - Fair: sign has minor to no visual defects with good reflectivity, not faded, straight/upright, legible, no graffiti = sign that may need replacement after 5 or more years

- Poor: sign has many visual defects with poor reflectivity faded, bent, or pushed over (sign panel or post), heavy graffiti; obstructed; not visible or legible = sign needs immediate replacement
- Location (Street Name asset located on)
- Post Total
- Sign Face Direction
  - o **E**
  - W
  - N
  - o S
  - o NW
  - o NE
  - o SW
  - o SE
  - o EW
  - o NS
- Travel Direction
  - o **E**
  - N
  - o NE
  - $\circ$  NW
  - o S
  - o SE
  - o SW
  - $\circ$  W
- Comments
- Obstructed
  - o Yes
  - o No
- Legend Color
- Back Color
- Hump Case
  - o Yes
  - o No
  - o N/A
- Support structure type
  - o Wood Pole
  - o Bridge
  - o U-Channel
  - o Utility Pole
  - Mast Arm
  - o Pipe
  - o Steel Square
  - Streetlight
  - o Traffic Signal
  - o Other



#### **Task 8 Deliverables:**

1. CONSULTANT will deliver a traffic sign inventory including supports with attributes identified above in a GIS file geodatabase

#### Task 9 - Pavement Report with multi-year Budget Scenarios

CONSULTANT will deliver a Final Pavement Condition Index Report for the project including:

- Executive Summary.
- Project methodology and pavement data.
- Street segment PCI.
- Exhibits showing PCI and street segment length, lanes, and pavement type.

#### **Task 9 Deliverables:**

- 1. CONSULTANT will deliver a Final Pavement Report.
- 2. CONSULTANT will provide consultation with the OWNER to set the analysis operating parameters within VUEWorks and assist the OWNER in performing internal budget scenarios with VUEWorks.
- 3. CONSULTANT will deliver one round of budget scenarios based upon OWNER's criteria and 214 budget, with one round of revisions upon OWNER review. CONSULTANT will provide a recorded

video conference training session in addition to documents developed for the establishment of the parameters set for the budget scenarios so that the OWNER can run additional scenarios as needed.

#### File Attachments for Item:

7. Resolution Authorizing Additional Uses for the American Rescue Plan Act Funds

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A resolution of the City of Rochelle authorizing the City Manager to execute documents

related to the American Rescue Plan Act

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

<u>Summary:</u> The City of Rochelle is set to receive approximately \$1,230,566 in two installments from the Federal Government through the American Rescue Plan Act. The first installment of \$615,000 has been received, with the second installment set to be received in the fall of 2022. Due to changes in the rules for the types of projects that can be funded, staff would like to update the list of approved projects and reallocate funds. Originally the City Council approved the following:

- 1) Rehabilitation and Painting of the overpass water tower-\$940,000
- 2) Investments in updating fiber infrastructure-\$225,000
- 3) Updates to Railfan Park-\$60,000

Below are the proposed updates:

- 1) Water Projects \$600,000
- 2) Updates to Railfan Park \$135,000
- 3) Community Storm Sewer Projects \$400,000
- 4) Resident energy efficiency and security projects \$100,000

Staff feels this new list will have the most impact for all of our residents

**Recommendations:** Approve the Resolution authorizing the City Manager to execute the documents related to the American Rescue Plan Act and authorizing recommended projects.

### **Supporting Documents:**

**Authorizing Resolution** 

## THE CITY OF ROCHELLE Ogle County, Illinois

# RESOLUTION NO. \_\_\_

## A RESOLUTION AUTHORIZING ADDITIONAL USES FOR THE AMERICAN RESCUE PLAN ACT FUNDS

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125, Chicago, IL 60606

### CITY OF ROCHELLE Ogle County, Illinois

RESOLUTION NO.\_\_\_\_\_\_\_
Date Passed: June 13, 2022

## A RESOLUTION AUTHORIZING ADDITIONAL USES FOR THE AMERICAN RESCUE PLAN ACT FUNDS

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**, President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

**WHEREAS**, the American Rescue Plan Act appropriates \$19.53 billion to non-entitlement units of local government; and

**WHEREAS**, on July 21, 2021, Governor Pritzker announced that non-entitlement units of local government may apply for their allocated shared of funds appropriated by the American Rescue Plan Act; and

WHEREAS, the City was allocated \$1,230,566.98; and

**WHEREAS**, the City approved Resolution No. to authorize the City Manager to execute documents related to the American Rescue Plan Act on August 23, 2021; and

**WHEREAS**, then the City sought to use the allocated federal funds solely for projects related to Water, Water Reclamation, Broadband and Advanced Communications, and Tourism; and

**WHEREAS**, the City has determined that its residents and community members also need assistance given the adverse effects of the COVID-19 pandemic;

WHEREAS, the City has determined that it will use the American Rescue Plan Act to assists its residents and adversely affected community members with energy efficiency and security; and

**WHEREAS**, it has been determined by the Mayor and the City Council of the City that it is in the best interest of the City and its residents to add the additional uses federal funds to the approved purposes; and

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

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

<u>SECTION TWO</u>: That the Mayor and City Council of the City of Rochelle hereby authorize the additional uses of American Rescue Plan Act funds for energy efficiency and security for City residents.

<u>SECTION THREE</u>: 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.

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

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

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

ATTEST:	MAYOR
ATTROVED THIS 13 day of Julie, 2022.	
APPROVED THIS 13 <sup>th</sup> day of June, 2022.	
ABSENT:	
NAYS:	
AYES:	
PASSED THIS 13 <sup>th</sup> day of June, 2022.	

Section	1//	Ham 7	,
Section	VI.	item /	

CITY CLERK

STATE OF ILLINOIS	)	CC	
COUNTY OF OGLE	)	SS.	
		CERTII	FICATE
I, Rose Hueramo, C	City Clerk	k of the City of	of Rochelle, County of Ogle and State of Illinoi
DO HEREBY CERTIFY t	hat the fo	oregoing is a	true and correct copy of Resolution No,
"A RESOLUTION AUTH	ORIZINO	G ADDITIO	ONAL USES FOR THE AMERICAN RESCUE
PLAN ACT FUNDS" whi	ch was ac	dopted by the	e Mayor and City Council of the City of Rochell
on June 13, 2022.			
IN WITNESS WH	EREOF,	I have hereur	nto set my hand and affixed the corporate seal o
the City of Rochelle this 13	3 <sup>th</sup> day of	f June, 2022.	
			CITY CLERK

### File Attachments for Item:

8. Ordinance Approving a Redevelopment Agreement- Seldal Properties, LLC

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Approving a Redevelopment Agreement- Seldal Properties, LLC

**Staff Contact:** Michelle Pease, Community Development Director

**Summary:** The City of Rochelle wishes to enter into a development agreement with Seldal Properties, LLC for the redevelopment of (5) separate parcels (PINs, 24-24-377-005, 24-24-377-006, 24-24-377-007 and 24-24-377-008 and 24-24-377-009) located at 318, 320, 322, 324 and 326 Lincoln Highway in Downtown Rochelle.

The redevelopment will consist of mixed-use retail and residential space. The total project will be approximately \$1,025,000.00. Seldal Properties, LLC is requesting \$300,000.

Reimbursed in five payments as follows:

- 1. A \$60,000 payment will be paid upon the acquisition and the completion of the but no sooner than December 31, 2023
- 2. A \$60,000 payment will be made one year after the initial payment
- 3. A \$60,000 payment will be made two years after the initial payment
- 4. A \$60,000 payment will be made three years after the initial payment
- 5. A \$60,000 payment will be made four years after the initial payment

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Downtown & Southern Gateway TIF		\$300,000.00

**Strategic Plan Goal Application:** Incorporate dynamic planning and evaluation in City-wide planning.

**Recommendation:** Approve the ordinance for the Seldal Properties, LLC Development Agreement.

### REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered into this \_\_\_\_th day of June, 2022, by and between CITY OF ROCHELLE, an Illinois municipal corporation ("City"), and SELDAL PROPERTIES, LLC, an Illinois limited liability company ("Developer").

### **PREAMBLES**

WHEREAS, in the Redevelopment Project Area (as defined below), City has identified a need for the location and redevelopment of mixed-use property in the City's downtown area; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (the "TIF Act"), the Mayor and City Council of City (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in the TIF Act; and

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance 16-4509, adopted by the Corporate Authorities on January 11, 2016, approved a redevelopment plan and project, entitled "Redevelopment Plan and Program," as prepared by Teska Associates, Inc. (the "Redevelopment Plan"), for the City of Rochelle Tax Increment Financing District Downtown & Southern Gateway (the "Redevelopment Project Area"), which Redevelopment Plan sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and

WHEREAS, also pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinances 16-4510 and 16-4511, respectively, adopted by the Corporate Authorities on January 11, 2-16, designated the Redevelopment Project Area as a "redevelopment project area" (as that term is defined under the TIF Act) and approved tax increment allocation financing for the purpose of implementing the Redevelopment Plan for the Redevelopment Project Area; and

WHEREAS, the Corporate Authorities have determined that the blighting factors described in the Redevelopment Plan are detrimental to the public and impair development and growth in the Redevelopment Project Area, with the result that it is necessary to incur extraordinary costs in order to develop the Redevelopment Project Area; and

WHEREAS, the blighting factors in the Redevelopment Project Area will continue to impair growth and development but for the use of tax increment allocation financing to pay Redevelopment Project Costs (as defined in Section 4(a) of this Agreement) which necessarily must be incurred to implement the aforesaid program of redevelopment; and

WHEREAS, the existence of the blighting factors in the Redevelopment Project Area and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping and revitalizing the Redevelopment Project Area; and

WHEREAS, Developer is the owner of certain real property located within the corporate limits of City consisting of the following five (5) separate tax parcels (a map illustrating the location of the property is attached hereto as <a href="Exhibit A">Exhibit A</a>) (the "Subject Property"): PINs, 24-24-377-005, 24-24-377-006, 24-24-377-007 and 24-24-377-008 and 24-24-377-009 (collectively, Developer's redevelopment site);

WHEREAS, in furtherance of the redevelopment of the Subject Property, Developer proposes to complete a renovation of and improvement Developer's Redevelopment site, which will consist of mixed-use retail and residential space, for with the costs of acquisition and improvements are identified as set forth on <a href="Exhibit B">Exhibit B</a>, attached hereto and incorporated herein (the "Project"), all in accordance with the Legal Requirements (as hereafter defined); and

WHEREAS, the cost of the Project acquisition and redevelopment is anticipated to be approximately \$1,125,000.00; and

WHEREAS, also as set forth in Exhibit B, Developer has advised City that, but for the financial assistance of City, Developer is unable to complete the Project; and

WHEREAS, the Project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

WHEREAS, City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

WHEREAS, in order to induce Developer to undertake the Project, the Corporate Authorities have determined that it is in the best interests of City and the health, safety, morals and welfare of the residents and taxpayers of City to reimburse Developer for a portion of the Redevelopment Project Costs incurred in furtherance of the Project as permitted by the TIF Act; and

WHEREAS, the Corporate Authorities have determined that City's provision of economic development incentives to Developer and Developer's undertaking of the Project pursuant to this Agreement are in the best interests of City and the health, safety, morals and welfare of its residents and taxpayers, and will be in furtherance of the Redevelopment Plan.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

- Section 1. Incorporation of Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.
- Section 2. Term. Unless earlier terminated pursuant to Section 14, the term of this Agreement shall commence on the date of its execution and end on December 31, 202.
  - Section 3. The Project.

- (a) The Project consists of Developer's acquisition and redevelopment of the Subject Property as described in the recitals contained in the preambles to this Agreement.
- (b) Developer shall undertake the Project in conformance with all applicable federal, state and local laws, regulations, codes and ordinances (collectively referred to as "the Legal Requirements"). Developer shall complete the Project on or before December 1, 2023, in order to receive any reimbursement by December 31, 2022. Should Developer not complete the Project by December 1, 2023, Developer shall not receive any payments until December 31<sup>st</sup> in the year in which the Project is completed. Completion of the Project shall be evidenced by City's inspection of the Subject Property and confirmation that all activities described in the building permit for the Project and other required City approvals, if any, have been completed in a good and workmanlike manner in accordance with the Legal Requirements. City may inspect the Project at all reasonable times to ensure compliance with this Agreement. If Developer does not complete the Project on or before December 1, 2023, then Developer shall not be entitled to any further reimbursement payments for any work performed on the Project pursuant to this Agreement.
- (c) City and Developer shall use reasonable efforts to cooperate with each other in connection with all permits and other approvals required for the Project. City agrees to expeditiously process, consider and act on all applications for City approvals as may be necessary, provided such applications are consistent with the Project and in compliance with all Legal Requirements.

### Section 4. Payments.

- (a) As long as no event described in Section 13 of this Agreement shall have occurred and be continuing, and Developer has completed the Project as described in Section 3(b) hereof, City shall reimburse Developer for all Redevelopment Project Costs incurred by Developer in connection with the Project which have been approved by City pursuant to Section 4(d). Notwithstanding the foregoing, the total amount reimbursed to Developer shall not exceed \$300,000.00, which will be reimbursed in five payments as follows:
  - 1. A \$60,000 payment will be paid upon the acquisition and the completion of the redevelopment of the Subject Property ("Initial Payment"), but no sooner than December 31, 2023; and
  - 2. A \$60,000 payment will be made one year after the Initial Payment;
  - 3. A \$60,000 payment will be made two years after the Initial Payment;
  - 4. A \$60,000 payment will be made three years after the Initial Payment; and
  - 5. A \$60,000 payment will be made four years after the Initial Payment.

In the avoidance of doubt and for purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the TIF Act.

# CITY'S OBLIGATION TO MAKE THE PAYMENTS DESCRIBED ABOVE IS A LIMITED OBLIGATION PAYABLE SOLELY FROM NET INCREMENT GENERATED FROM THE TIF SHALL NOT BE A GENERAL OBLIGATION OF CITY OR SECURED BY THE FULL FAITH AND CREDIT OF CITY.

- To establish a right of reimbursement for a specific Redevelopment Project Cost under this Agreement, Developer shall submit to the City Manager or his designee a written statement in the form attached to this Agreement as Exhibit C (a "Request for Reimbursement") setting forth the amount of reimbursement and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, paid receipts, contracts, invoices, lien waivers or other evidence as City shall reasonably require to evidence the right of Developer to payment or reimbursement under this Agreement. All receipts shall contain the date of service, type of service, location of service, amount paid, name/address/telephone number of the service provider and other information as necessary to establish the identity of the provider, type of service and amount invoiced/paid. The City Manager or his designee shall have thirty (30) days after receipt of any Request for Reimbursement from Developer to approve or disapprove of any of the expenditures for which reimbursement is sought. If said Request for Reimbursement is not approved, the City Manager or his designee shall provide to Developer a written explanation setting forth the reason or reasons for the denial. Provided, however, the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure was not incurred by Developer in accordance with the Legal Requirements or the provisions of this Agreement. Reimbursement of Redevelopment Project Costs shall be made annually, as set forth herein. To the extent money in the TIF District is insufficient to reimburse Developer for Redevelopment Project Costs, such Redevelopment Project Costs shall be reimbursed on the next succeeding STAF Allocation Date on which there are available monies in the Subaccount.
- (f) The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. City has no obligation to Developer to attempt to modify said rules or decisions.
- Section 5. Enterprise Zone. City hereby acknowledges that the Subject Property is situated in the Lee/Ogle Enterprise Zone as approved and certified by the State of Illinois. Developer shall be eligible to receive any generally available benefits that are made through the Enterprise Zone program so long as such enterprise zone is in existence, with the exception of real estate tax abatements.
- Section 6. Verification of Tax Increment. Not less than thirty (30) days prior to each STAF Allocation Date, Developer shall provide the City Manager with a preliminary calculation of Incremental Taxes generated by the Subject Property for each year of this Agreement.

Developer shall also provide City such supporting information, including paid real estate tax bills and documentation of the equalized assessed valuation of the Project, as is reasonably necessary to verify the calculation of Incremental Taxes by Developer. The City Manager shall have thirty (30) days from receipt of the calculation of Incremental Taxes and supporting information to recommend approval or disapproval of the calculation and, if disapproved, to provide Developer with a written explanation setting forth the reasons for the disapproval. The parties acknowledge that the determination of Incremental Taxes shall be subject to the TIF Act. The failure of Developer to provide the information required in this Section 6 shall not constitute a default of this Agreement; provided, City shall not be required to make the applicable annual payment to Developer under Section 4 of this Agreement for such year until the information has been provided.

- Section 7. No Liability of City to Others for Developer's Expenses. City shall have no obligation to pay costs of the Project or to make any payments to any person other than Developer and permitted assignees of Developer, nor shall City be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials for the development of the Project.
- Section 8. Developer's Representations and Warranties. In addition to the other representations, warranties, covenants and agreements of Developer set forth in this Agreement, Developer represents and warrants as follows:
- (a) Developer is a limited liability company duly organized and existing under the laws of the State of Illinois, and is authorized to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. Developer is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To Developer's knowledge, there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting Developer which would result in any material adverse change to Developer's financial condition or which would materially and adversely affect the ability of Developer to undertake and complete the Project.
- (b) Neither the execution, delivery, nor performance of this Agreement or any other agreement or instrument executed and delivered by or on behalf of Developer in connection herewith, nor the consummation of performance of the obligations herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the organizational documents of Developer or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Developer is subject, or any judgment, decree, franchise, order, or permit applicable to Developer, or conflicts or is inconsistent with or will result in any breach of or constitute a default under any contract, commitment, agreement, understanding, arrangement, or instrument.
- (c) Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company under the laws of the State of Illinois, as long as Developer maintains an interest in the Subject Property or has any other remaining obligations pursuant to the terms of this Agreement.

- (d) Developer covenants that no officer, director, shareholder, member, employee or agent of Developer, or any other person connected with Developer, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with City, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with City.
- (e) But for the economic development incentives granted by City pursuant to this Agreement, the Project would not reasonably be anticipated to be completed.
- Section 9. Insurance. At all times during the term of this Agreement, Developer shall procure and maintain policies of insurance as follows at its sole cost and expense:
- (a) During any period of construction of the Project, Developer shall procure and maintain the following: (i) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property; (ii) workers' compensation insurance in amounts no less than the minimum coverage required by the laws of the State of Illinois covering Developer's employees working on the Project, if any; and (iii) all contractors working on the Project shall be required to procure and maintain contractor's insurance policies covering matters (i) and (ii) above.
- (b) After completion of construction of the Project, and for so long as Developer owns the Subject Property, Developer shall procure and maintain the following: (i) fire insurance and extended coverage on a replacement basis for the full insurable value covering all of the Project; and (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Subject Property.
- (c) All such policies of insurance shall name City as an additional insured, be in such amounts, in such form and issued by such companies as shall be reasonably acceptable to City given the locality in which the Project is undertaken. Prior to issuance of any construction permit for the Project and thereafter, not less than thirty (30) days prior to the expiration of any policy, Developer shall deliver to City certificates evidencing coverage from each insurer.
- Section 10. No Discrimination. Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, Developer shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Notwithstanding the foregoing, Developer may employ union labor hereunder pursuant to the rules, regulations and practices of applicable unions.
- Section 11. Developer Indemnification. Developer shall indemnify and hold harmless City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses

and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of Developer to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the Project; (ii) the failure of Developer to comply with any Legal Requirements; (iii) any material default or breach of the terms of this Agreement by Developer; (iv) any negligence or reckless or willful misconduct of Developer and contractors, subcontractors or agents or employees thereof; (v) any material misrepresentations or omissions of Developer. With respect to any action for which Developer's foregoing indemnity applies, Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials or employees in any such action for which Developer's foregoing indemnity applies, Developer shall, at its own expense, satisfy and discharge the same. This Section 11 shall not apply, and Developer shall have no obligation whatsoever, with respect to any acts of negligence, gross negligence, or reckless or willful misconduct on the part of City or any of its, officers, officials, agents, employees or contractors or City's material default or breach of the terms of this Agreement. Developer's indemnification obligation hereunder shall be a continuing obligation and shall not expire with the termination of this Agreement.

Section 12. No Liens. In connection with the Project, Developer shall neither cause, nor permit any mechanic's or other liens to attach to or encumber the Project or the Subject Property except for the lien of Developer's lenders. In the event a mechanic's or other lien is filed which attaches to or encumbers the Project or Subject Property, Developer shall, within sixty (60) days after Developer's receipt of notice of such lien, institute such proceedings necessary to have the lien claim adjudicated and removed. Developer shall pay within ten (10) days any final judgment awarded to a lien claimant so as to prevent a foreclosure sale. Notwithstanding the foregoing, Developer shall have the right to bond over any lien or obtain a title insurance endorsement in form and substance reasonably acceptable to City in order to satisfy its obligations pursuant to this Section 12.

### Section 14. Default – Remedies.

- (a) If Developer defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, City shall provide Developer with a written statement setting forth the default of Developer. Except as required to protect against further damages, City may not exercise any remedies against Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as Developer is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.
- (b) If Developer fails to cure any default after the expiration of the cure period described in subparagraph (a), City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms

and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Developer insolvent or unable to pay its debts, or Developer makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Developer for the major part of its property, City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election, to terminate this Agreement. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a trustee or receiver as set forth above, Developer shall have sixty (60) days after the service of such petition or pleading or the commencement of such action or proceeding within which to obtain a dismissal of such petition, pleading, action or proceeding.

- (c) If City defaults in the performance of any material covenant, warranty, representation or obligation set forth in this Agreement, Developer shall provide City with a written statement setting forth the default. Developer may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, the sole remedy of Developer in the event of a breach of this Agreement shall be to institute legal action for specific performance or injunctive relief against City. Under no circumstances shall City have any liability for monetary damages, whether compensatory or punitive, under this Agreement.
- (d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.
- (e) It is hereby agreed by Developer that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against City, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be attached to or incurred by City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by City.
- Section 15. Cancellation. In the event that (i) City or Developer shall be prohibited, in any material respect, from performing the covenants and agreements or enjoying rights and privileges herein contained by the final, non-appealable order of any court of competent jurisdiction or by any changes to the TIF Act, or (ii) all or any part of the TIF Act or any ordinance adopted by City in connection with its Redevelopment Plan shall be declared invalid or unconstitutional by the final, non-appealable order of any court of competent jurisdiction and

such declaration shall materially impair the ability of either party to perform its obligations under the Redevelopment Plan or the covenants and agreement or rights and privileges of either City or Developer, then the party so materially impaired may, at its election, cancel or terminate this Agreement by giving written notice thereof to the other party within sixty (60) days after such court order has been issued. However, the termination of this Agreement hereunder shall have no effect on any of the authorizations granted to Developer for activities permitted or approved and under redevelopment to the extent allowed by such order.

Section 16. Notices. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3<sup>rd</sup>) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to City: City of Rochelle

Attn: City Manager 420 North 6<sup>th</sup> St.

Rochelle, Illinois 61068

With copy to: Dominick L. Lanzito

Peterson, Johnson & Murray – Chicago LLC

200 W. Adams – Suite 2125 Chicago, Illinois 60606

If to Developer: Seldal Properties, LLC

Attn: Bruce E. Seldal

1221 Turkington Tr. Suite A Rochelle, Illinois 61068

Section 17. Time is of the Essence; Force Majeure. Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period

shall commence to run from the time of the commencement of the Force Majeure; <u>provided</u> that the failure of performance was reasonably caused by such Force Majeure.

- Section 18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- Section 19. Recordation of Memorandum of Agreement. City, at its sole cost and expense, may cause a memorandum of this Agreement (in a form and substance to be reasonably agreed upon by the parties) to be recorded with the Ogle County Recorder of Deeds.
- Section 20. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- Section 21. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Ogle County, Illinois.
- Section 22. Amendments. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between City and Developer and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.
- Section 23. Third Parties. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties and their permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.
- Section 24. Waiver. Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.
- Section 25. Successors In Interest. The terms, conditions and covenants set forth in this Agreement or otherwise attaching by operation of law shall extend to, be binding upon, and inure to the benefit of the respective successors and permitted assigns of City and Developer and shall run with the land. Any person or entity now or hereafter owning legal title to all or any portion of the Subject Property, including Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder thereof; provided, however, that all such legal title holders shall remain liable after their ownership interest in the Subject Property ceases as to those

liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. The rights of City to enforce this Agreement shall be applicable against any person or entity who is the legal title holder of the Subject Property.

Section 26. Assignment. Developer may only assign its rights and obligations under this Agreement to an Affiliated Entity, with the prior written consent of the City, which consent shall not be unreasonably withheld provided Affiliated Entity demonstrates, to the reasonable satisfaction of City, sufficient creditworthiness and experience to undertake the Project. An "Affiliated Entity" is any successor, parent, subsidiary or related limited liability company series of Developer or any partnership, corporation or limited liability company in which Developer or the members of Developer own at least a forty percent (40%) interest. In no event shall an assignment of this Agreement relieve the assignor of any liabilities or obligations which accrued prior to the date of assignment but remain unsatisfied or unperformed.

Section 27. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 28. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of City, in his or her individual capacity. No official, officer, agent, employee or attorney of City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 29. Signs. City, at City's sole cost and expense, may erect a sign of reasonable size and style in a location on the Subject Property reasonably acceptable to Developer during the redevelopment of the Project indicating that City provided economic development incentives to assist the Project.

Section 30. Designated Representatives. Unless applicable documents or procedures require action by Developer in a different manner, Developer hereby designates Tim Bruns as its authorized representative, who shall individually have the authority to make or grant supplemental agreements, certifications, requests, demands, approvals, consents, notices and other actions, and do all things required or described in this Agreement, for and on behalf of Developer and with the effect of binding Developer in connection therewith.

Section 31. Electronic Signatures. Signatures delivered by electronic mail or facsimile shall be deemed original signatures for all purposes.

Section 32. Effective Date. This Agreement shall be effective on the later of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Fulton, Illinois.

	CITY OF ROCHELLE, an Illinois municipal corporation
	By:City Manger
Attest:City Clerk	
	SELDAL PROPERTIES, LLC, an Illinois limited liability company
	By: Bruce E. Seldal Its: Manager

Exhibit A

Map of Subject Property



Exhibit B

Letter to City

### Exhibit C

Form of Request for Reimbursement Request for Reimbursement

	[Date]
City of Roche Attn: City Ma 420 North 6 <sup>th</sup> Rochelle, Illin	nager St.
Re:	Redevelopment Agreement, dated, by and between the City of Rochelle and Seldal Properties, LLC ("Developer")
Dear City Mar	nager:
to Section 4 o and for the pur	re requested to disburse funds from the Seldal Properties, LLC Subaccount pursuant f the Redevelopment Agreement described above in the amount(s), to the person(s) rpose(s) set forth in this Request for Reimbursement. The terms used in this Request ement shall have the meanings given to those terms in the Redevelopment
1.	Request for Reimbursement No.:
2.	Payment due to:
3.	Amount to be disbursed:
4.	The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse Developer for those Redevelopment Project Costs detailed in <u>Schedule 1</u> attached to this Request for Reimbursement.
5.	The undersigned certifies that:

the amounts included in 3 above were necessary and made or incurred in

accordance with the terms and conditions of the Redevelopment

(i)

Agreement;

- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement represents a part of the funds due and payable for Redevelopment Project Costs;
- (iii) the expenditures for which amounts are requisitioned represent proper Redevelopment Project Costs, have not been included in any previous Request for Reimbursement, have been properly recorded on Developer's books and are set forth on the attached <u>Schedule 1</u> with paid invoices attached for all sums for which reimbursement is requested;
- (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to make reimbursement for funds actually advanced for Redevelopment Project Costs; and
- (v) Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
- 6. Attached to this Request for Reimbursement is <u>Schedule 1</u>, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested.

Date:	Developer:
	SELDAL PROPERTIES, LLC, an Illinois limited liability company
	By: Bruce E. Seldal Its: <u>Manager</u>
Approved:	CITY OF ROCHELLE, an Illinois municipal corporation
	City Manager

THE CITY OF ROCHELLE Ogle County, Illinois	
ORDINANCE NO	
AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT WITH SELDA PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY	ιL

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

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

## CITY OF ROCHELLE Ogle County, Illinois

ORDINANCE NO.	
---------------	--

## AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT WITH SELDAL PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

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

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

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

**WHEREAS**, the City of Rochelle, County of Ogle, State of Illinois, a non-home rule unit of government, has the power to set policies and procedures for its employees and

**WHEREAS**, previously the City has formed the Downtown Tax Increment Financing ("TIF") area for the redevelopment of the City's downtown; and

**WHEREAS**, Seldal Properties, LLC, an Illinois limited liability company, ("Developer") is purchased of certain real property located at 318-329 Lincoln Highway, Rochelle, Ogle County, Illinois, ("Subject Properties") which consists of mixed-use properties; and

**WHEREAS**, the Subject Properties consist of the following five (5) separate tax parcels, PINs 24-24-377-005, 24-24-377-006, 24-24-377-007 and 24-24-377-008 and 24-24-377-009, on which mixed-use properties are built; and

**WHEREAS**, in furtherance of the redevelopment of the aforementioned Subject Properties, Developer proposes to complete a redevelopment of the same; and

WHEREAS, the cost of the project is anticipated to be approximately \$1,125,000.00; and

**WHEREAS**, Developer has advised City that, but for the financial assistance of City, Developer is unable to complete the acquisition and redevelopment of the Subject Properties; and

**WHEREAS**, the project is consistent with the Redevelopment Plan and is located within the Redevelopment Project Area; and

**WHEREAS**, City is authorized under the TIF Act to enter into redevelopment agreements and to reimburse developers who incur redevelopment project costs authorized by a redevelopment agreement; and

WHEREAS, in order to induce Developer to undertake the redevelopment of the Subject Properties, the Corporate Authorities have determined that it is in the best interests of City and the health, safety, morals and welfare of the residents and taxpayers of City to reimburse Seldal Properties, LLC for a portion of the acquisition and redevelopment project costs incurred in furtherance of the project as permitted by the TIF Act; and, in order to induce Seldal Properties, LLC to undertake the redevelopment of the Subject Properties, the Corporate Authorities have determined that it is in the best interests of City and the health, safety, morals and welfare of the residents and taxpayers of City to reimburse Developer for a portion of the acquisition and redevelopment project costs incurred in furtherance of the Project as permitted by the TIF Act; and

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

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to execute a Redevelopment Agreement with Seldal Properties, LLC, an Illinois Limited Liability Company, attached hereto as <u>Exhibit 1</u>, subject to final review and revision by the City Attorney.

<u>SECTION THREE</u>: 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.

<u>SECTION FOUR</u>: 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.

<u>SECTION FIVE</u>: The City Clerk shall publish this Ordinance in pamphlet form.

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

PASSED THIS 13 <sup>th</sup> day of Jun	ne, 2022.		
AYES:			
NAYS:			
ABSENT:			
APPROVED THIS 13 <sup>th</sup> day of	f June, 2022.		
	MAY	OR	
ATTEST:			

CITY CLERK

STATE OF ILLINOIS	)	
COUNTY OF OGLE	) SS.	
	CJ	ERTIFICATE
I, Rose Hueramo, C	ity Clerk of the	City of Rochelle, County of Ogle and State of Illinois
DO HEREBY CERTIFY tl	nat the foregoin	g is a true and correct copy of Ordinance No
"AN ORDINANCE APPR	ROVING A RI	EDEVELOPMENT AGREEMENT WITH SELDAL
PROPERTIES, LLC, AN II	LINOIS LIMIT	ΓΕD LIABILITY COMPANY" which was adopted by
the Mayor and City Council	l of the City of I	Rochelle on June 13, 2022.
IN WITNESS WHE	REOF, I have l	nereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13	th day of June, 2	2022.
		CITY CI EDK

### File Attachments for Item:

9. Resolution Approving the Sale of Surplus Real Property

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Resolution Approving the Sale of Surplus Real Property

**Staff Contact:** Michelle Pease, Community Development Director

**Summary:** The City of Rochelle is currently the owner of two separate parcels of land located at 201 N. Washington Street, and undeveloped land at the Southwest corner of 2nd Avenue and Washington Street. The property is surplus real estate and is no longer necessary for the City to retain ownership.

201 N. Washington Street is approximately .67 acres, is zoned I-1 Light Industrial District, and has a building that was previously used for the storage of City equipment.

Southwest corner of 2nd Avenue and Washington Street consists of approximately 1.31 acres of vacant land that is zoned I-1 Light Industrial District.

It is recommended that the property be sold or leased to ensure best possible uses. A Request for Proposal (RFP) will be shared to facilitate the process.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Incorporate dynamic planning and evaluation in City-wide planning.

**Recommendation:** Approve the resolution for the disposal of surplus properties.

		CITY O		HELLE nois			
			LUTIO	N			
A DEGOVA				E CLIDD	LUS REA	I DDOD	

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

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

## CITY OF ROCHELLE Ogle County, Illinois

### A RESOLUTION APPROVING THE SALE OF SURPLUS REAL PROPERTY

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

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

**WHEREAS,** the City of Rochelle, County of Ogle, State of Illinois, a non-home rule unit of government, has the power to sell surplus real property; and

**WHEREAS**, the City is the owner of two separate parcels of land located at 201 N. Washington Street, Rochelle, Illinois and undeveloped land at the Southwest corner of 2<sup>nd</sup> Avenue and Washington Street, Rochelle, Illinois (collectively referred to as the "Surplus Properties"); and

**WHEREAS,** 201 N. Washington Street, Rochelle, Illinois (PINs 24-24-386-001 and 24-24-386-002) is approximately .67 acres, is zoned I-1 Light Industrial District zoning, and has a building that was previously used for the storage of City equipment; and

**WHEREAS,** the Southwest corner of 2<sup>nd</sup> Avenue and Washington Street, Rochelle, Illinois (PINs 24-24-389-001, 24-24-389-002, 24-24-389-003, 24-24-389-005, 24-24-389-007, 24-24-389-008, 24-24-389-009, and 24-24-388-003) consists of approximately 1.31 acres of vacant land that is zoned I-1 Light Industrial District zoning; and

**WHEREAS,** the City has determined that the afore-mentioned properties are no longer needed for the operation of the City or its utilities and is found to be surplus property by the City Council; and

**WHEREAS,** the City's staff recommends that the Surplus be sold or leased, so that the properties can be utilized for the highest or best uses possible following the issuance of a Request for Proposals ("RFP") for each property; and

**WHEREAS,** the City has obtained an appraisal for each property as required by 65 ILCS 5/11-76-4.1; and

WHEREAS, the City Council finds it to be in the best interests of its citizens and residents to authorize the City Manager to either sell the Surplus Properties by a Request for Proposal ("RFP"), listing the properties with a real estate broker, or leasing the surplus real properties; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to either sell the Surplus Properties by a Request for Proposal ("RFP"), listing the properties with a real estate broker, or leasing the surplus real properties.

<u>SECTION THREE</u>: 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 ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

<u>SECTION FOUR</u>: 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 Ordinance will govern.

<u>SECTION FIVE</u>: The City Clerk shall publish this Resolution in pamphlet form.

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

PASSED THIS 13 <sup>th</sup> day of June, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 13 <sup>th</sup> day of June, 2022.	
	MAYOR
ATTEST:	
	_

CITY CLERK

STATE OF ILLINOIS	)	aa	
COUNTY OF OGLE	)	SS.	
		СЕ	RTIFICATE
I, Rose Hueramo,	City Cler	k of the C	City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY	that the	foregoing	g is a true and correct copy of Resolution No,
"A RESOLUTION APPR	OVING	THE SA	ALE OF SURPLUS REAL PROPERTY" which was
adopted by the Mayor and	City Co	uncil of the	he City of Rochelle on June 13, 2022.
IN WITNESS WH	EREOF,	, I have he	ereunto set my hand and affixed the corporate seal of
the City of Rochelle this 1	3 <sup>th</sup> day o	of June, 20	022.
			CITY CLERK

### **File Attachments for Item:**

10. Ordinance Approving the Preliminary & Final Plat of Subdivision for the property located at  $15^{th}$  Street and  $8^{th}$  Avenue, Parcel # 24-23-401-020.

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Approving the Preliminary & Final Plat of Subdivision for the property located at 15<sup>th</sup> Street and 8<sup>th</sup> Avenue, Parcel # 24-23-401-020.

Staff Contact: Michelle Pease, Community Development Director

<u>Summary:</u> Haywell, LLC has petitioned for a preliminary and final plat of subdivision for the property located at Parcel # 24-23-401-020, which is located on 8th Avenue. The property is zoned I-1, Light Industry.

The purpose is to create a one lot subdivision for the development of a self-storage facility with 6 units.

Fehr Graham developed a preliminary and final plat of subdivision on behalf of Haywell, LLC for a single lot subdivision with easements.

Staff finds the preliminary and final plat of subdivision in general conformance with the Rochelle Municipal Code and recommends approval, subject to the following:

- 1) Final Stormwater management plan be approved by staff.
- 2) Final Engineering be approved by staff.
- 3) The Final Plat being modified where necessary from staff comments prior to recording.
- 4) Posting of required surety prior to the recording of the Final Plat.

City staff and the Planning and Zoning Commission shall review the preliminary and final plat for conformance with the comprehensive plan, the provisions hereof, and all other applicable City ordinances. Pursuant to 65 ILCS 5/11-12-8, the Planning and Zoning Commission shall recommend or not recommend the approval of the preliminary and final plat within 90 days of the application.

On Monday, June 6, 2022, the Planning and Zoning Commission voted 7 to 0 to approve the Preliminary & Final Plat of Subdivision for property located at 15th Street and 8th Avenue, Parcel # 24-23-401-020.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:			

**Strategic Plan Goal Application:** Incorporate dynamic planning and evaluation in City-wide planning.

**Recommendation:** Approve the Preliminary & Final Plat of Subdivision for property located at 15th Street and 8th Avenue, Parcel # 24-23-401-020.

	OF ROCHELLE Inty, Illinois	
	• /	
ORDI	NANCE	
NO.		

SUBDIVISION FOR THE PROPERTY LOCATED AT 15<sup>TH</sup> STREET AND 8<sup>TH</sup> AVENUE, ROCHELLE, ILLINOIS WITH PARCEL NUMBER 24-23-401-020

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125 Chicago, IL 60606

### CITY OF ROCHELLE Ogle County, Illinois

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

# AN ORDINANCE APPROVING THE PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR THE PROPERTY LOCATED AT 15<sup>TH</sup> STREET AND 8<sup>TH</sup> AVENUE, ROCHELLE, ILLINOIS WITH PARCEL NUMBER 24-23-401-020

**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**, Haywell, LLC ("Petitioner"), is the owner of approximately 3.77 acres of land that is zoned I-1 Light Industry Zoning District; and

**WHEREAS**, the land is located at 15<sup>th</sup> Street and 8<sup>th</sup> Avenue, Rochelle, Illinois with Parcel Number 24-23-401-020; and

**WHEREAS**, the Petitioner seeks to create a one lot subdivision for the development of a self-storage facility with 6 units; and

**WHEREAS**, pursuant to the City of Rochelle Zoning Ordinance, the Petitioner, initiated a petition to subdivide the properties described in Exhibit "A" and as depicted on Preliminary Plat, Exhibit "B", and Final Plat, Exhibit "C" known as the Hayden Addition – Unit 3 Subdivision; and

**WHEREAS**, the petition for the Preliminary Plat and Final Plat was reviewed by the Planning and Zoning Commission at their meeting of June 6, 2022 and the Planning and Zoning Commission, by a vote of 7-0, recommended that Council approve the Preliminary Plat and Final Plat of Subdivision for the Hayden Addition – Unit 3 Subdivision; and

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

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

<u>SECTION TWO</u>. The Preliminary Plat, <u>Exhibit B</u>, and Final Plat, <u>Exhibit C</u>, for the Hayden Addition – Unit 3 Subdivision located at 15<sup>th</sup> Street and 8<sup>th</sup> Avenue, Rochelle, Illinois with Parcel Number 24-23-401-020 are hereby approved by the Mayor and City Council.

<u>SECTION THREE</u>. That the Mayor and City Council of the City of Rochelle hereby approve and accept said Preliminary and Final Plats, attached hereto as <u>Exhibit B</u> and <u>Exhibit C</u>, and all necessary City Officials are hereby authorized to execute said Plats prior to the final recording, subject to review and revision as to form by the City Attorney and City staff.

<u>SECTION FOUR</u>: The City Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance with the attached <u>Exhibit B</u> and <u>Exhibit C</u>, to be recorded in the Office of the Ogle County Recorder.

<u>SECTION FIVE</u>: 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.

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

<u>SECTION SEVEN</u>: The City Clerk shall publish this Ordinance in pamphlet form.

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

PASSED THIS 13th day of June, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 13th day of June, 2022.	
	CITY MAYOR
ATTEST:	

CITY CLERK

### **EXHIBIT A** (Legal Description)

Parcel Identification Numbers: 24-23-401-020

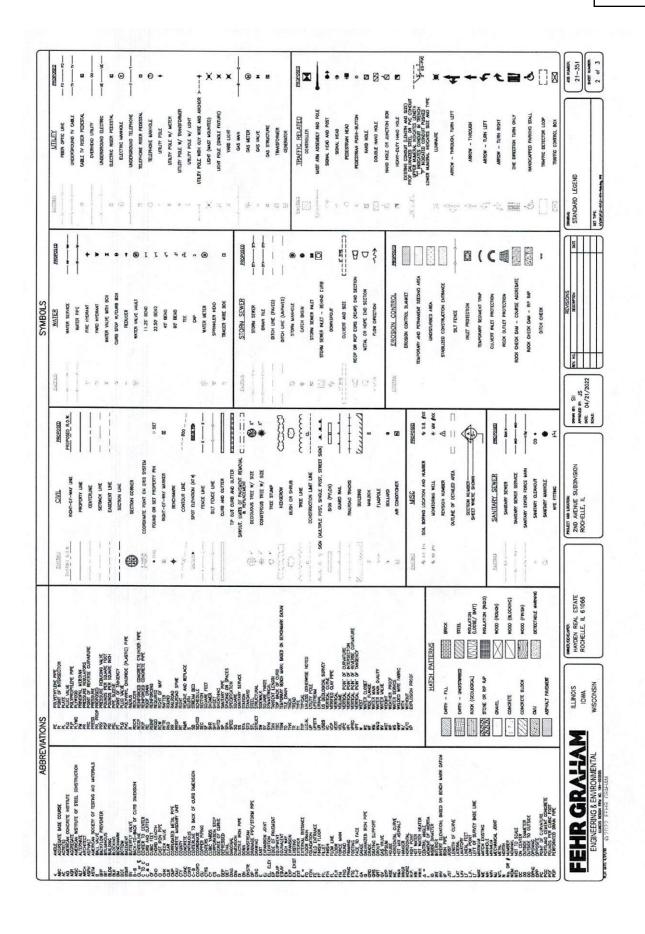
### **Description:**

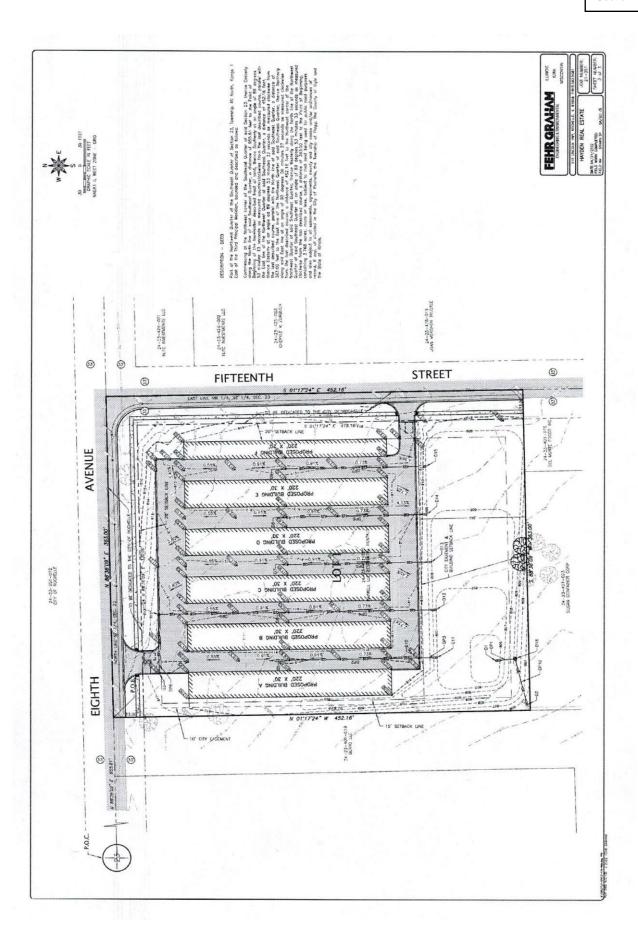
Part of the Northwest Quarter of the Southeast Quarter of Section 23, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest corner of the Southeast Quarter of said Section 23; thence North 88 degrees 36 minutes 09 seconds East (assumed bearing) on and along the North line of said Southeast Quarter, a distance of 955.61 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 88 degrees 36 minutes 09 seconds on and along last named line, a distance of 363.00 feet to the East line of said Northwest Quarter of the Southeast Quarter of Section 23; thence South 01 degrees 17 minutes 24 seconds East on and along last named line, a distance of 452.16 feet; thence South 88 degrees 36 minutes 09 seconds West a distance of 363.00 feet; thence North 01 degrees 17 minutes 24 seconds West a distance of 452.16 to the Point of Beginning, containing 3.77 acres, more or less.

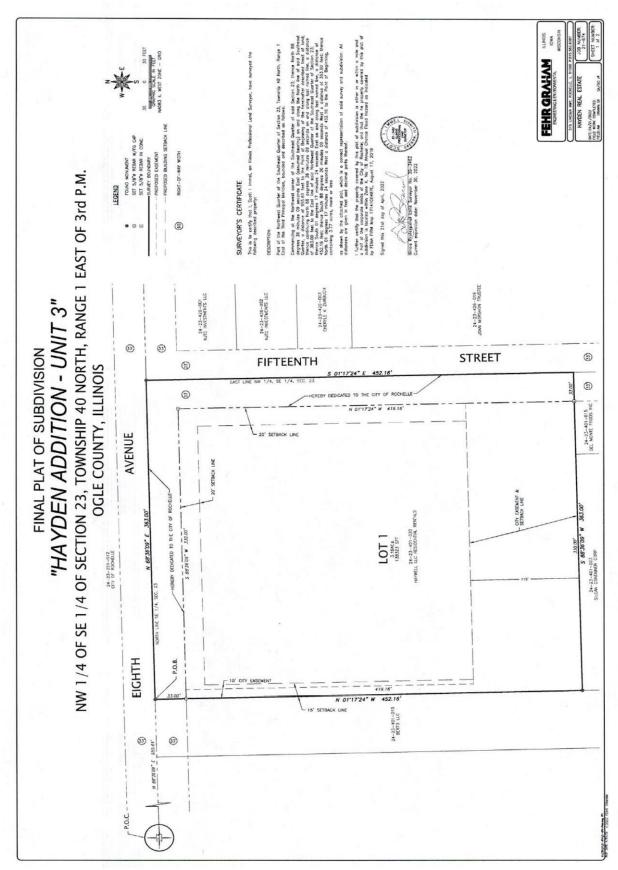
## EXHIBIT B (Preliminary Plat)

· 3" .NGE 1 EAST OF 3rd P.M.	PLANNING COMMISSION CERTIFICATE  and the transport of the	FRENCH FRENCH ACCEPTANCE RESQUINGN  FIRST COUNCIL ACCEPTANCE RESQUINGN  FIRST COUNCIL ACCEPTANCE RESQUINGN  FIRST COUNCIL ACCEPTANCE RESQUINGN  GOAT OF DATA  GOAT OF COUNCIL ACCEPTANCE RESQUINGN  FRENCH ACCEPTANCE RESPONDED TO A LATERAL BATTOR OF THE PROPERTY ACCEPTANCE OF THE PROPERTY OF THE P	FEHR GRALLAN Guos  THE CRALLAN GUOS  THE CRALAN GUOS  THE CRALLAN
PRELIMINARY PLAT "HAYDEN ADDITION - UNIT 3" OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 1 EAST OF 3rd P.M. OGLE COUNTY, ILLINOIS		CURRENT ZONING: 12 GENERAL INDUSTRY SUBROUNDING USE 12 GENERAL INDUSTRY	PROPERTY AREA = 3.77Ac±
NW 1/4 OF SE 1/4	OWNER / DEVELOPER HAYWELL LLC RESIDENTIUAL RENTALS ROCHEL, ILLINOIS 61088 PIN 2423-401-020	SURECOR'S STATEMENT  SURECOR'S STATEMENT  The following process of the state of throse, werey state of the state of throse, werey state of the state of throse of the state of throse of the state of statement of st	DATUM INFORMATION VETTLAL COMPILA, MON 00 (NES SETTLA COSTINAL COMPILA, MON 00 (NES SETTLA COSTINAL CONTING WEST BRIT - N 191790-120, E SEGSEBAR, ISLA BIG. I  BRIT - N 191790-120, E SEGSEBAR, ISLA BIG. I  BRIT - N 191790-120, E SEGSEBAR, IS, ELIY BIA.50





## **EXHIBIT C** (Final Plat)



IJT 3" RANGE 1 EAST OF 3rd P.M.	COUNTY RECORDER'S CERTFICATE  STATE OF LLANDS  STATE OF L		20. In the control of the control of the forest of the control of	Notice that the second
FINAL PLAT OF SUBDIVISION "HAYDEN ADDITION - UNIT 3" E 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 1 EAST OF 3rd P.M. OGLE COUNTY, ILLINOIS	SCHOOL DISTRICT CERTIFICATE  CITY COUNCIL. ACCEPTANCE RESOLUTION Short may be and of my weeding in most consoled in the freeding of the council of the state of t	CITY ENGINEER CERTIFICATE  SINIT OF LLINDS:  SOUNT OF LLINDS:  Color of the Color of Redirekt.  Former of the Color of Redirekt.  Color of the Color of the Color of Redirekt.  Color of the Color of the Color of Color	COMMISSION CERTIFICATE  LUICS 1  (52  OoL )  OoL )  Soon on the Pan Commission for the City of Stocker, lifeds, above and heaten. The Union file - Safforded to the City of Stocker, lifeds, above and heaten.  The Total and seel this	President. Gotte bis
OWNER'S CERTIFICATE  SAIL OF		Doted tria	Natury Public  Wy Commission Expires Go  ENGINEER AND OWNERS DRAINAGE CERTIFICATE  SINE OF LUINOS )  COMATY OF OLE    SINE OF LUINOS    COMATY OF OLE    SINE OLE OLE OLE    SINE OLE OLE OLE OLE OLE OF OLE OF OLE	

STATE OF ILLINOIS	) ) S	S.
COUNTY OF OGLE	)	
		CERTIFICATE
I,	, City	Clerk of the City of Rochelle, County of Ogle and State
of Illinois, DO HEREBY (	CERTIFY th	hat the foregoing is a true and correct copy of Ordinance
No, "AN ORDINA	NCE APPI	ROVING THE PRELIMINARY AND FINAL PLAT OF
SUBDIVISION FOR THE	PROPERT	ΓΥ LOCATED AT 15 <sup>TH</sup> STREET AND 8 <sup>TH</sup> AVENUE
ROCHELLE, ILLINOIS W	TTH PARC	CEL NUMBER 24-23-401-020" which was adopted by the
Mayor and City Council of	the City of	Rochelle on June 13, 2022.
IN WITNESS WHE	REOF, I ha	ave hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13	th day of Ju	ne, 2022.
		CITY CLERK

### File Attachments for Item:

11. Ordinance Amending Chapter 110- Zoning of the Rochelle Municipal Code

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Amending Chapter 110- Zoning of the Rochelle Municipal Code

**Staff Contact:** Michelle Pease, Community Development Director

#### **Summary:**

As we worked through the process of updating our zoning codes, we simplified our District Classification List (Sec.110-160) to be more general. In the process, several allowable I-3 uses were omitted from the list.

Currently, within the City of Rochelle Zoning Ordinance, Article V, Division 7 (District Use Classifications) certain uses within the I-2, general industry are not permitted in the I-3 heavy industry zoning district. The City of Rochelle is proposing certain text amendments to the Zoning Code, Section 110-160, District Use Classification List, to permit (P) or permit by special use (S) certain land uses within the I-3 to be more consistent with the I-2 zoning district. Those land uses are as follows: Adult regulated use (S), Automobile and/or truck rental (S), Automobile and/or truck repair (S), Greenhouses (P), Manufacturing, general (P), Manufacturing, light (P), Offices, Professional and Business (P), Personal Wireless Services (S), Planned developments (S), Research and development facilities (S), Small Cell Facilities (P), Utilities (S) and Transloading Facilities (P).

The Planning and Zoning Commission can recommend to the City Council a text amendment to expand or alter the official zoning code district classification list to allow these facilities within an I-3, Heavy Industry district.

Generally, what is allowed in an I-2 is allowed in an I-3. The distinction between an I-2 and I-3 is intermodal and transloading operations. These are only allowed in an I-3 zone. Staff feels that by adding these uses back into to the zoning code district classification list, this will allow for the intended versatility within the I-3 heavy industry district.

On Monday, June 6, 2022, the Planning and Zoning Commission voted 7 to 0 to approve the proposed update to the Rochelle Municipal Code Section 110- Zoning.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:			

**Strategic Plan Goal Application:** Incorporate dynamic planning and evaluation in City-wide planning.

**Recommendation:** Approve the Ordinance to Updated Rochelle Municipal Zoning Code-Section 110-Zoning.

## THE CITY OF ROCHELLE Ogle County, Illinois

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

# AN ORDINANCE AMENDING CHAPTER 110 OF THE ROCHELLE MUNICIPAL CODE PERTAINING TO DISTRICT CLASSIFICATION USES

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Peterson, Johnson, and Murray Chicago, LLC, City Attorneys 200 W. Adams, Suite 2125, Chicago, IL 60606

### CITY OF ROCHELLE Ogle County, Illinois

ORDINA	NCE N	0.

### AN ORDINANCE AMENDING CHAPTER 110 OF THE ROCHELLE MUNICIPAL CODE PERTAINING TO DISTRICT CLASSIFICATION USES

Date Passed: June 13, 2022

**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**, pursuant to the City of Rochelle Zoning Ordinance (the "Zoning Ordinance"), certain uses were not permitted within the I-3 Heavy Industry Zoning District, which were allowed prior to the adoption of the Zoning Ordinance; and

**WHEREAS**, staff recommends that these uses should be allowed, in order to be consistent with the prior uses allowed in the Zoning Ordinance; and

**WHEREAS**, on June 6, 2022, the Planning and Zoning Commission voted 7 to 0 to recommend amending the Zoning Ordinance to include additional uses in the I-3 Heavy Industry Zoning District; and

**WHEREAS**, the Mayor and City Council have determined that it is appropriate and in the best interest of the welfare of City and its residents to amend Chapter 110 of the City Code to add the permitted and special uses to the I-3 Heavy Industrial Zoning District as set forth in Section Two below;

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

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

<u>SECTION TWO</u>: Chapter 110, "ZONING", Article V, "DISTRICTS", Division 7, "DISTRICT USE CLASSIFICATIONS", of the Municipal Code of the City of Rochelle shall be hereby amended by adding the following underlined language:

### **DIVISION 7 – DISTRICT USE CLASSIFICATIONS**

Sec. 110-160. District Use Classification List.

\* \* \*

Land Use	A	R D	R-1	R-2	R-3	R-4	R-5	RO	B-1	B-2	B-4	I-1	I-2	I-3
* * *														
Adult												S	S	<u>S</u>
regulated use														
			1			?	***		1	1	ı		1	
Automobile and/or truck rental									S	P		P	P	<u>S</u>
Automobile and/or truck repair									S	P			S	<u>S</u>
			•			*	* *		•	•	•		•	
Greenhouses										S		P	P	<u>P</u>
Manufacturing, general												P	P	<u>P</u>
Manufacturing, light												P	P	<u>P</u>
						>	***							
Offices, Professional and Business								P	P	P	P	P	P	<u>P</u>
						>	***							
Research and development facilities											S	S	S	<u>S</u>
						>	***							
Planned developments		S	S	S	S	S			S	S	S	S	S	<u>S</u>
Utilities		S	S	S	S	S			S	S	S	S	S	<u>S</u>

Personal Wireless Services	S	S	S	S	S		S	S	S	S	S	<u>S</u>
Small Cell Facilities	S	S	S	S	S		S	S	P	P	P	<u>P</u>
					>	***						
Transloading Facilities												<u>P</u>

<u>SECTION THREE</u>: 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.

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

<u>SECTION FIVE</u>: The City Clerk shall publish this Ordinance in pamphlet form.

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

PASSED THIS 13 <sup>th</sup> day of June, 2022.	
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 13th day of June, 2022.	
_	
ATTEST:	MAYOR
CITY CLERK	

STATE OF ILLINOIS	)	CC			
COUNTY OF OGLE	)	SS.			
		CERT	TIFICATE		
I, Rose Hueramo, C	City Cle	rk of the Cit	ty of Rochelle	e, County of Ogle and	l State of Illinois
DO HEREBY CERTIFY	that the	foregoing is	s a true and c	correct copy of Ordin	ance No
"AN ORDINANCE AME	NDING	G CHAPTER	R 110 OF TH	E ROCHELLE MUI	NICIPAL CODE
PERTAINING TO DISTR	ICT CL	ASSIFICAT	TION USES,"	'which was adopted l	by the Mayor and
City Council of the City of	Rochel	lle on June 1	13, 2022.		
IN WITNESS WH	EREOF	, I have here	eunto set my h	hand and affixed the o	corporate seal of
the City of Rochelle this 13	3 <sup>th</sup> day c	of June, 2022	2.		
				CITY CLER	K