



AGENDA
CITY OF ROCHELLE
CITY COUNCIL MEETING

Monday, February 12, 2024 at 6:30 PM

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

I. CALL TO ORDER:

1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report
2. Golf Course Advisory Board Appointment - Lance Charnock
3. Council Members

V. PUBLIC COMMENTARY:

VI. BUSINESS ITEMS:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve Minutes of City Council Meeting - 1/22/24
 - b) Approve Payment Registers - 209772-209838, 209854-209932, 209933-210015
 - c) Approve Payroll - 1/8/24-1/21/24
 - d) Approve Special Event Request - Girl Scout Cookie Booth
2. An Ordinance Authorizing the Notice of Intent to Award Contract to Williams Brothers Construction, Inc.
3. A Resolution Authorizing a Loan Agreement with the IEPA
4. An Ordinance Accepting and Approving the Proposal of Williams Brothers Construction, Inc. Pursuant to the Request for Bids for Phase II of Water Reclamation Plant Improvements
5. A Resolution Authorizing a Professional Services Agreement with Teska Associates, Inc.
6. A Resolution Approving the Proposal from Bruns Construction, Inc for the Demolition of 517 West 4th Avenue.
7. A Resolution Amending the Customer Self-Generation Net Metering Policy and Updating Rider 4 - Interconnection and Net Metering Program for Renewable Energy
8. A Resolution Authorizing and Approving a Farm Management Agreement
9. A Resolution Waiving Competitive Bidding Requirements And Accepting The Proposal from Daupler Inc.
10. A Resolution Authorizing The Retention of Utility Financial Solutions, LLC for a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy
11. An Amended Ordinance Accepting and Approving the Proposal of Central Electrical Manufacturing Company Pursuant to the Request for Proposal for the Purchase of a Switchgear

VII. DISCUSSION ITEMS:

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

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

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

The Council meeting will be broadcast live on YouTube.

File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:

- a) Approve Minutes of City Council Meeting - 1/22/24
- b) Approve Payment Registers - 209772-209838, 209854-209932, 209933-210015
- c) Approve Payroll - 1/8/24-1/21/24
- d) Approve Special Event Request - Girl Scout Cookie Booth



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

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor Bearrows. Prayer was said by City Clerk Rose Huéramo.
- II. ROLL CALL:** Present were Councilors T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor John Bearrows. A quorum of seven were present. Also, present City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo, and City Attorney Dominick Lanzito.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:** None.
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report: Thoughts and prayers to the family of Dennis Berg.
 2. Council Members: Councilor Hayes commended Street Department keeping the streets clear.
- V. PUBLIC COMMENTARY:** John Dobbs discussed solar net metering and date of using solar credits.

Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, **"I move Discussion Item be moved to current location."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

- VI. DISCUSSION ITEM:** Eastern Gateway Tax Increment Financing District & Business Development District: Director of Community Development Michelle Pease and Pete Teska discussed an agreement between the City of Rochelle and Teska Associates, Inc. for the consulting services establishing the Eastern Gateway Tax Increment Financing District & Business Development District. Specifically, the Caron Ridge Shopping Center.

VII. BUSINESS ITEMS:

1. **CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:**
 - a) Approve Minutes of City Council Meeting - December 11, 2023
 - b) Approve Payroll - 11/27/23-12/10/23, 12/11/23-12/24/23, 12/25/23-1/7/23
 - c) Approve Check Registers - 209215-209323, 209332-209434, 209448-209593, 209594, 209673, 209595-209672, 209683-209770
 - d) Accept and Place on File - November Financials - 2023
 - e) Approve Special Event Request - Cypress House Outdoor MarketsMotion made by Councilor Hayes, Seconded by Councilor Valdivieso, **"I move consent agenda items (a) through (e) be approved by Omnibus vote as recommended."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
2. **An Ordinance Abating the Taxes Levied for 2023 to Pay the Debt Service on General Obligation Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle.** In 2023, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance improvements in the Downtown and Southern Gateway TIF. The City subsequently issued General Obligation Bonds (Alternate Revenue Source), Series 2023A in the amount of \$2,500,000. The annual debt service related to these bonds is being paid through the Downtown and Southern Gateway TIF Fund instead of property taxes when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County. City Manager Jeff Fiegenschuh was available for question. Motion made by Councilor Hayes, Seconded by Councilor D. McDermott, **"I move Ordinance 24-2460, an Ordinance abating the taxes heretofore levied for the year 2023 to pay debt service on General Obligation**

Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle, be approved. Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

3. **A Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Laserfiche Software Upgrade.** The City's existing MCCI, LLC, Laserfiche software needs to be upgraded in order to maintain operational effectiveness. Laserfiche is the City's tool for storing electronic records and receiving online form submissions. The current software is a server-based platform that is outdated and in need of upgrading. This upgrade will convert us to a cloud-based environment. Without this upgrade, the current platform will discontinue functioning and we risk losing records. Current users of the platform are the City Clerk and Water/Water Reclamation Department. This upgrade will also include RMU Customer Service for their customers to start/stop utility services. This upgrade is part of our commitment to ensuring our information management systems' security, stability, and performance. The new version includes several enhancements and improved features, contributing to a more efficient and user-friendly experience. City Clerk Rose Huérano was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, **"I move Resolution R24-01, a Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of a Laserfiche Software Upgrade, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
4. **A Resolution Approving an Amendment to the Personnel Manual Related to the Paid Leave for All Workers Act.** On or about March 12, 2023, Governor JB Pritzker signed into law the Paid Leave for All Workers Act (820 ILCS 192/1 et seq.) (the "Act"). We have been monitoring the Act for any further rulings, clarifications, and possible additional exemptions for municipalities. During the past year we have attended several seminars and webinars on this related topic from a few different organizations. On November 1, 2023, Illinois Municipal League, (IML), sent an email on guidance for this Act. Approving this Resolution will deem Personal Leave as compliance with the PLAWA. Remove current Chapter 3: Leave, Section 4, Article C: Executive Level Personal Leave and combine with the new Personal Leave Policy. Replace the current Chapter 3: Leave Section 4, Article Sick Leave and Personal Leave, Personal Days (added May 13, 2019) section and replace with the new Personal Leave Policy. See Attached Documents for current policy and new policy which includes proposed changes. Human Resource Director Nancy Bingham was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor D. McDermott, **"I move Resolution R24-02, a Resolution Approving an Amendment to the Personnel Manual Related to the Paid Leave for All Workers Act, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
5. **A Resolution Waiving the Competitive Bidding Requirements and Authorizing the Purchase of an Access Control System from Beck Tech.** Staff reached out to multiple companies for quotes on an access control system that could be implemented citywide. We were only able to get one company to respond to our requests. Beck Tech provided quotes for each individual city building. As part of the upgrades to the billing office as well as the upgrades to the 1030 S 7th St Campus we would like to implement this access control system and make sure it will work for all facilities. This system will also work with the new radio system so any staff member carrying one of the new radios will be able to access to the proper doors. This system is compatible with Phones, the ION radios, and key cards. The access to all main entrances will also include a camera and intercom system for staff to monitor when customers or members of the public are requesting access to the building. Blake Toliver, Superintendent of Electric Operations and Brittney Zick, Risk and Safety Coordinator were available for questions. Motion made by Councilor Arteaga, Seconded by Councilor Valdivieso, **"I move Resolution R24-03, a Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of an Access Control System from Beck Tech, be approved."**

approved." Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

6. **A Resolution Accepting the Proposals and Authorizing an Agreement with IGS Energy for the Purchase of Natural Gas.** The 36-month contract with IGS Energy for the purchase of natural gas is set to expire at the end of September 2024. IGS Energy has provided two proposals, one for the Generation Plant and another one for all of the City buildings. The Generation plant is the major consumer of natural gas therefore it was recommended to go with the variable rate option since gas prices tend to be lower in the summer months during the generation season. The proposal for the city buildings includes standard IGS energy pricing. It is recommended that we proceed with a 38-month contract to hedge ourselves against fluctuations in the gas market. Blake Toliver, Superintendent of Electric Operations was available for questions. Motion made by Councilor Valdivieso, Seconded by Councilor Arteaga, **"I move Resolution R24-04, a Resolution Accepting the Proposals and Authorizing an Agreement with IGS Energy for the Purchase of Natural Gas, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
7. **A Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Parts and Maintenance on the City's Cooling Plate Exchanger by Enpro, Inc.** It has been determined that the cooling plate exchanger at the diesel plant is due for a cleaning and re-gasket. We received 2 quotes on this project and would like to proceed with the lowest quote. This plate exchanger serves as a giant radiator to keep the engines cool in the plant when they are in operation. Cool water passes through on one side and the warm water from the engines passes through the other. This plate exchanger is monitored hourly for temperature and pressure readings. Operators noticed last run season that the temperatures and pressures were rising to a near unsafe level. After calling on the two companies to check on the plate exchanger it was determined that a cleaning and re-gasket was needed. This quote includes purchase of a new plate pack that will be installed in the exchanger and the old plate pack will be cleaned and a new set of gaskets will be installed. This will provide a spare plate pack for any future maintenance. Blake Toliver, Superintendent of Electric Operations was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Resolution R24-05, a Resolution Waiving Competitive Bidding Requirements and Authorizing the Purchase of Parts and Maintenance on the City's Cooling Plate Exchanger by Enpro, Inc., be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.
8. **An Ordinance Accepting and Approving the Proposal of Central Electrical Manufacturing Pursuant to the Request for Proposal for the Purchase of a Switchgear.** The City received and opened bids on December 05, 2023 for the switchgear purchase, a part of the Rte. 38 Substation project. A total of one (1) bid was received and has been reviewed for completeness and ability to meet specification requirements. Below is a summary of the total bid upon review of their documents. Bidder- Avail/AZZ Total Bid Price- \$2,672,000.00 Alternate Option Adder- \$637,000.00 Lead Time- 77 weeks. The bid from Avail/AZZ was the only bid at \$2,672,000.00 for Specification 2008K002, no major exceptions were listed. The bid does include material and labor escalator language since the lead time is so long. Avail/AZZ has a good list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen. The low bid is over the Engineer's estimate of \$1,800,000 for the contract. Unfortunately, electric utility materials continue to increase rapidly. The city does need to expand their system with this Rte. 38 substation, and we do not see pricing come down anytime soon. Therefore, BHMG recommends awarding the contract to Avail/AZZ for the supply of the switchgear and evaluate purchasing the adder later. Blake Toliver, Superintendent of Electric Operations was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Ordinance 24-5461, an Ordinance Accepting and Approving the Proposal of Central Electrical**

Manufacturing Company Pursuant to the Request for Proposal for the Purchase of a Switchgear, be approved. Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

9. **An Ordinance Accepting and Approving the Proposal of Weg Transformers USA LLC Pursuant to the Request for Proposal for the Purchase of a Transformer.** The City received and opened bids on December 05, 2023 for the power transformer purchase, a part of the Rte. 38 Substation project. A total of two (2) bids were received and have been reviewed for completeness and ability to meet specification requirements.

| Bidder | Total Bid Price | Lead Time |
|---------------|------------------------|------------------|
| Virginia | \$1,561,344.00 | 60 weeks |
| WEG | \$2,047,300.00 | 56 weeks |

The bids were evaluated on a 20-year life cycle, considering purchase price and cost to operate. The Virginia unit was the most economical option. However, when selecting a long-life product, price is not always the only thing to consider. The industry quality recognition of the units aligns with the price, with WEG being the best. That said, we have done many projects with Virginia. VTC has a good list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen. The low bid is over the Engineer's estimate of \$1,500,000 for the contract. Unfortunately, electric utility materials continue to increase rapidly. The city does need to expand their system with this Rte. 38 substation, and we do not see pricing come down anytime soon. Therefore, it is the recommendation of BHMG to award the project to Virginia Transformer on a price basis, or WEG if based on industry recognition and assumed quality, for the supply of the transformer. It is my recommendation that we proceed with WEG transformers. We have a standing relationship with WEG and have been thoroughly impressed with their product. This also makes service of our units more standardized as all units have the same components. Blake Toliver, Superintendent of Electric Operations was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Valdivieso, **"I move Ordinance 24-5462, an Ordinance Accepting and Approving the Proposal of Weg Transformers USA LLC Pursuant to the Request for Proposal for the Purchase of a Transformer, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

- VIII. **EXECUTIVE SESSION:** At 7:44 P.M., Motion made by Councilor Arteaga, Seconded by Councilor T. McDermott, **"I move the Council recess into executive session to discuss the appointment, employment, compensation, discipline, performance and/or dismissal) of specific employee(s), Section (c) (1), and the purchase or lease of real property for City's use, Section (c) (5)."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

At 8:24 P.M., Motion made by Councilor Hayes, Seconded by Councilor Shaw-Dickey, **"I move the Council return to open session."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

- IX. **ADJOURNMENT:** At 8:25 P.M., Motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 7-0.

John Bearrows, Mayor

Rose Huéramo, City Clerk



Rochelle, IL

Section VI, Item 1.

Payment Register

APPKT02573 - Check Run 1.22.24 MB

Bank: Allocated Cash - Allocated Cash

| Vendor Number | Vendor Name | Total Vendor Amount |
|---------------|------------------------|---------------------|
| | **Void** | 0.00 |
| Payment Type | Payment Number | Payment Date |
| **Void Check | 209775 | 01/22/2024 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|-----------------------|------------------------|---------------------|
| 09793 | 926 CUSTOM EMBROIDERY | 224.00 |
| Payment Type | Payment Number | Payment Date |
| Check | 209772 | 01/22/2024 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|------------------------|--------------------|--------------|------------|-----------------|----------------|
| 001265 | Uniform Allowance | 01/11/2024 | 01/11/2024 | 0.00 | 8.00 |
| 001266 | Red shift t-shirts | 01/11/2024 | 01/11/2024 | 0.00 | 216.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|-----------------------|-------------------------|---------------------|
| 10033 | ALLIANCE FOR INNOVATION | 1,020.00 |
| Payment Type | Payment Number | Payment Date |
| Check | 209773 | 01/22/2024 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|-----------------------------|-------------|--------------|------------|-----------------|----------------|
| 2024-100561 | Annual Dues | 01/10/2024 | 01/10/2024 | 0.00 | 1,020.00 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|-----------------------|-------------------------|---------------------|
| 10663 | AMAZON CAPITAL SERVICES | 1,440.70 |
| Payment Type | Payment Number | Payment Date |
| Check | 209774 | 01/22/2024 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---------------------------------------|--|--------------|------------|-----------------|----------------|
| 11DN-DKL3-JJDM | Office Supplies For Tim | 01/10/2024 | 01/10/2024 | 0.00 | 41.85 |
| 11LM-7XDD-VNRD | Wireless access point | 01/12/2024 | 01/12/2024 | 0.00 | 816.00 |
| 14RJ-GQ3Y-F1HX | Stainless Steel Fiber Tweezers/ POR 15 Paint | 01/10/2024 | 01/10/2024 | 0.00 | 258.63 |
| 16PR-TPPV-VNMQ | Rope 50ft/Carabiner/Sponge/Paper Towels/Hooks | 01/12/2024 | 01/12/2024 | 0.00 | 94.81 |
| 17WM-M441-7RQJ | 2024 Office Supplies | 01/14/2024 | 01/14/2024 | 0.00 | 16.65 |
| 19JM-YK33-LD1D | Bay lights return | 01/10/2024 | 01/10/2024 | 0.00 | -71.99 |
| 19JX-3VFC-CNH7 | Glove Box Holder/Laminate Pouch/Press Wash/Storage | 01/15/2024 | 01/15/2024 | 0.00 | 222.96 |
| 1DFC-4CX7-TT4R | Steel Ring Test Tube Holder | 01/12/2024 | 01/12/2024 | 0.00 | 37.91 |
| 1FGQ-KGK7-NWXL | Thetis FIDO2 MFA Key | 01/11/2024 | 01/11/2024 | 0.00 | 29.99 |
| 1FLJ-GR7N-NKG4 | Printer Ink Cartridge | 01/11/2024 | 01/11/2024 | 0.00 | 87.78 |
| 1GGT-TW1G-KR67 | Office Supplies | 01/16/2024 | 01/16/2024 | 0.00 | 55.00 |
| 1GMK-9Y6W-1PXW-CORREC | Bay lights return | 01/08/2024 | 01/08/2024 | 0.00 | -71.99 |
| 1KC4-Q4RN-PPWG | RR Park - Food Items | 01/11/2024 | 01/11/2024 | 0.00 | 174.95 |
| 1MQT-YHNV-TQTQ | Office Supplies | 01/12/2024 | 01/12/2024 | 0.00 | 18.62 |
| 1NG7-1J6L-3L4H | Coveralls For John Cox | 01/13/2024 | 01/13/2024 | 0.00 | 29.99 |
| 1RJL-LNK4-L3F4 | Amazon credit for wireless access points | 01/16/2024 | 01/16/2024 | 0.00 | -816.00 |
| 1VCF-H1L9-WHKX | Worker Clothing- Water Rec | 01/12/2024 | 01/12/2024 | 0.00 | 158.00 |
| 1VQF-LV4N-GF4G | Stainless Steel Fiber Tweezers | 01/10/2024 | 01/10/2024 | 0.00 | 54.10 |
| 1X3W-Q39M-19LD | Office Supplies | 01/13/2024 | 01/13/2024 | 0.00 | 117.45 |
| 1XMG-3C3H-KTF7 | 18V Milwaukee Search Light | 01/16/2024 | 01/16/2024 | 0.00 | 185.99 |

| Vendor Number | Vendor Name | Total Vendor Amount |
|-----------------------|-----------------------------------|---------------------|
| 00002 | AMERICAN PUBLIC POWER ASSOCIATION | 17,133.57 |
| Payment Type | Payment Number | Payment Date |
| Check | 209776 | 01/22/2024 |

| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
|---------------------------|-----------------------------------|--------------|------------|-----------------|----------------|
| 000109265 | Utility Membership | 12/28/2023 | 12/28/2023 | 0.00 | 16,808.57 |
| 000160679 | eReliability Tracker Subscription | 11/21/2023 | 11/21/2023 | 0.00 | 325.00 |

Payment Register

APPKT02573

Section VI, Item 1.

B

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|----------------------------|---|--------------|------------|-----------------|----------------|----------------------------|
| 00040 | ANDERSON PLUMBING & HTG, INC | | | | | 52.00 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209777 | | | | 01/22/2024 | 52.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 112417 | Furnace Filter | 01/17/2024 | 01/17/2024 | 0.00 | 52.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 01850 | ANIXTER, INC | | | | | 1,133.30 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209778 | | | | 01/22/2024 | 1,133.30 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5687830-03 | 3/0 AWG Lug | 01/10/2024 | 01/10/2024 | 0.00 | 44.30 | |
| 5916197-00 | Shepard XLP Alum Wire | 01/11/2024 | 01/11/2024 | 0.00 | 1,089.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1415 | C.O.P.S. AND F.I.R.E. PERSONNEL TESTING | | | | | 625.00 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209779 | | | | 01/22/2024 | 625.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 108721 | LH Pre-employment Poly/Psych | 01/05/2024 | 01/05/2024 | 0.00 | 625.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10707 | CEANTAR SIORALAINN INC. | | | | | 182.00 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209780 | | | | 01/22/2024 | 182.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1026 | Jail Blankets | 01/10/2024 | 01/10/2024 | 0.00 | 182.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09112 | CINTAS | | | | | 862.86 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209781 | | | | 01/22/2024 | 359.38 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5192185139 | MEDICINE CABINET | 01/10/2024 | 01/10/2024 | 0.00 | 112.84 | |
| 5192185161 | MEDICINE CABINET | 01/10/2024 | 01/10/2024 | 0.00 | 165.02 | |
| 5192409935 | Tech Center First Aid Cabinet | 01/11/2024 | 01/11/2024 | 0.00 | 81.52 | |
| Check | 209782 | | | | 01/22/2024 | 503.48 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 4179812286 | Floor Mats/Shop Towels | 01/10/2024 | 01/10/2024 | 0.00 | 168.88 | |
| 4179812288 | Floor Mats/Lab Coats | 01/10/2024 | 01/10/2024 | 0.00 | 86.43 | |
| 4180203767 | Janitorial Supplies | 01/15/2024 | 01/15/2024 | 0.00 | 44.21 | |
| 4180371790 | MATS AND TOWELS | 01/16/2024 | 01/16/2024 | 0.00 | 203.96 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00118 | COLONIAL FLOWERS & GIFTS | | | | | 400.00 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209783 | | | | 01/22/2024 | 400.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 11363 | 2023 Holiday Party Supplies | 12/06/2023 | 12/06/2023 | 0.00 | 400.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09673 | CORE & MAIN LP | | | | | 2,377.42 |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209784 | | | | 01/22/2024 | 2,377.42 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| U177284 | 2 Adapter | 01/04/2024 | 01/04/2024 | 0.00 | 144.72 | |
| U178440 | 2 Curb Stop Minn Pattern | 01/05/2024 | 01/05/2024 | 0.00 | 567.70 | |
| U195745 | Manhole Kits | 01/09/2024 | 01/09/2024 | 0.00 | 1,665.00 | |

Payment Register

APPKT02573

Section VI, Item 1.

B

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|-------------------------------|---|--------------|------------|-----------------|----------------|----------------------------|
| 04492 | DELL MARKETING L.P. | | | | | 1,912.56 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209785 | | | 01/22/2024 | 1,912.56 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 10724865887 | Laptop and Docking Station for City Manager | 01/16/2024 | 01/16/2024 | 0.00 | 1,912.56 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09421 | EVOQUA WATER TECHNOLOGIES LLC | | | | | 1,258.30 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209786 | | | 01/22/2024 | 1,258.30 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 906271750 | Membrane/Lamp Dual/Filter | 01/11/2024 | 01/11/2024 | 0.00 | 1,258.30 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 08587 | FBINAA FBI ACADEMY | | | | | 125.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209787 | | | 01/22/2024 | 125.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 69715-010124 | FBINAA Dues | 01/01/2024 | 01/01/2024 | 0.00 | 125.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 04512 | FEHR-GRAHAM & ASSOC. | | | | | 1,003.49 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209788 | | | 01/22/2024 | 1,003.49 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 118454 | Training tower | 10/04/2023 | 10/04/2023 | 0.00 | 1,003.49 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 02573 | GEMPLER'S, INC. | | | | | 998.40 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209789 | | | 01/22/2024 | 998.40 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| INV0004572129 | Winter Work Gloves | 01/11/2024 | 01/11/2024 | 0.00 | 998.40 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00493 | GROVERS SERVICES, LLC | | | | | 4,800.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209790 | | | 01/22/2024 | 4,800.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011524 | Trimmed/Removed Trees Week of Jan 8th | 01/15/2024 | 01/15/2024 | 0.00 | 4,800.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10256 | HAWKINS, INC. | | | | | 2,679.50 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209791 | | | 01/22/2024 | 2,679.50 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 6662710 | Azone 15 1lb Mini Bulk | 01/10/2024 | 01/10/2024 | 0.00 | 2,679.50 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1393 | HELM ELECTRIC | | | | | 2,456.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209792 | | | 01/22/2024 | 2,456.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 53091 | Pilot Lift Station Transfer Switch | 12/31/2023 | 12/31/2023 | 0.00 | 2,456.00 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---------------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| INC1296 | HELM TRUCK AND EQUIPMENT | | | | | 792.84 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209793 | | | 01/22/2024 | 792.84 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 01W4680 | Oil Leak On High Pressure Line Repair Unit R123 | 01/12/2024 | 01/12/2024 | 0.00 | 792.84 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06754 | HINCKLEY SPRINGS | | | | | 218.58 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209794 | | | 01/22/2024 | 218.58 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 10164186 011524 | Squad Tires | 01/15/2024 | 01/15/2024 | 0.00 | 218.58 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00286 | IL MUNICIPAL UTILITIES ASSOC | | | | | 500.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209795 | | | 01/22/2024 | 500.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 23-12017 | December Safety Training | 01/12/2024 | 01/12/2024 | 0.00 | 500.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05317 | IL PUBLIC SAFETY AGENCY NETWORK | | | | | 2,202.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209796 | | | 01/22/2024 | 2,202.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0047152 | Squad Computer Programs Yearly | 12/01/2023 | 12/01/2023 | 0.00 | 2,202.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 07208 | JAMES G. AHLBERG | | | | | 120.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209797 | | | 01/22/2024 | 120.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2898 | Legal | 01/08/2024 | 01/08/2024 | 0.00 | 120.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05282 | JOHNSON TRACTOR | | | | | 125.03 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209798 | | | 01/22/2024 | 125.03 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| IR95670 | Hose For Bobcat Snowblower | 01/16/2024 | 01/16/2024 | 0.00 | 125.03 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00740 | JULIE, INC. | | | | | 2,547.06 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209799 | | | 01/22/2024 | 2,547.06 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2024-1517 | Julie member membership 2024 | 01/08/2024 | 01/08/2024 | 0.00 | 2,547.06 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1503 | K. HELFRICH TRUCKING LLC | | | | | 852.50 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209800 | | | 01/22/2024 | 852.50 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2312 | Hauling Unit R123 Mendota To Freeport For Repair | 01/09/2024 | 01/09/2024 | 0.00 | 852.50 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09444 | KALEEL'S CLOTHING | | | | | 1,572.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209801 | | | 01/22/2024 | 1,572.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 010524-1 | Ryan N- Clothing | 01/05/2024 | 01/05/2024 | 0.00 | 132.00 | |

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| 010524-2 | Ryan N- Clothing | 01/05/2024 | 01/05/2024 | 0.00 | 262.00 |
| 010824 | Worker Clothing - Blake | 01/08/2024 | 01/08/2024 | 0.00 | 412.00 |
| 010824-1 | Tod L- Clothing | 01/08/2024 | 01/08/2024 | 0.00 | 110.00 |
| 010824-2 | Dawson W- Clothing | 01/08/2024 | 01/08/2024 | 0.00 | 599.00 |
| 011024 | Ryan N- Clothing | 01/10/2024 | 01/10/2024 | 0.00 | 57.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 10032 | LARSON & LARSON BUILDERS, INC. | 439,592.79 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209802 | 01/22/2024 | 439,592.79 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 1030 S 7TH ST BUILDING IMF | 1030 S 7th Building Upgrades | 12/28/2023 | 12/28/2023 | 0.00 | 439,592.79 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 00342 | LAWSON PRODUCTS, INC. | 1,709.79 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209803 | 01/22/2024 | 1,709.79 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 9311206513 | Screws/Ties/Gloves/Drill Set/Tap/Die Set | 01/10/2024 | 01/10/2024 | 0.00 | 1,709.79 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| INC1408 | LRS LLC | 107.50 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209804 | 01/22/2024 | 107.50 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| P5582004 | Maint of Customer Owned Unit/Winterizing | 01/11/2024 | 01/11/2024 | 0.00 | 107.50 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 09877 | MICHLIG ENERGY, LTD. | 20,064.35 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209805 | 01/22/2024 | 20,064.35 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 1293831 | 50 WT OIL FOR MAIN PLANT | 11/10/2023 | 11/10/2023 | 0.00 | 15,779.50 |
| 136309 | Diesel fuel for Tech Center Generator | 01/03/2024 | 01/03/2024 | 0.00 | 4,047.35 |
| 137491 | COMPRESSOR OIL | 01/15/2024 | 01/15/2024 | 0.00 | 237.50 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 02335 | MID-CONTINENT SALES | 213.97 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209806 | 01/22/2024 | 213.97 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 34502 | COPPER SEALS FOR INJECTORS ON #9&10 | 01/03/2024 | 01/03/2024 | 0.00 | 213.97 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 09036 | MIDWEST ENGINEERING CONSULTANTS, LTD. | 4,700.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209807 | 01/22/2024 | 4,700.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 0012006-IN | Battery Testing Peaker/Caron Rd/Diesel Plant | 01/08/2024 | 01/08/2024 | 0.00 | 4,700.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 06674 | MID-WEST TRUCKERS ASSOC., INC. | 68.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209808 | 01/22/2024 | 68.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 32425 | 2024 CDL Vendors Processing Fee | 01/12/2024 | 01/12/2024 | 0.00 | 68.00 |

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| Vendor Number 02887 | Vendor Name MUNICIPAL CLERKS OF ILLINOIS | | | | | Total Vendor Amount 150.00 |
| Payment Type Check | Payment Number 209809 | | Payment Date 01/22/2024 | Payment Amount 150.00 | | |
| Payable Number 011724 | Description The Municipal Clerks of Illinois | Payable Date 01/17/2024 | Due Date 01/17/2024 | Discount Amount 0.00 | Payable Amount 150.00 | |
| Vendor Number 06404 | Vendor Name NATIONAL ELEVATOR INSPECTION SERVICES | | | | | Total Vendor Amount 182.00 |
| Payment Type Check | Payment Number 209810 | | Payment Date 01/22/2024 | Payment Amount 182.00 | | |
| Payable Number RI 24000288 | Description Elevator Inspection - City Hall | Payable Date 01/05/2024 | Due Date 01/05/2024 | Discount Amount 0.00 | Payable Amount 182.00 | |
| Vendor Number 07379 | Vendor Name NORTHERN ILLINOIS DISPOSAL SVCS | | | | | Total Vendor Amount 1,617.34 |
| Payment Type Check | Payment Number 209811 | | Payment Date 01/22/2024 | Payment Amount 1,617.34 | | |
| Payable Number 22660493T086 | Description Regular Recycle Pickup Processing Fees | Payable Date 01/01/2024 | Due Date 01/01/2024 | Discount Amount 0.00 | Payable Amount 1,617.34 | |
| Vendor Number 10140 | Vendor Name NSPE | | | | | Total Vendor Amount 299.00 |
| Payment Type Check | Payment Number 209812 | | Payment Date 01/22/2024 | Payment Amount 299.00 | | |
| Payable Number 1199927 | Description NSPE/ISPE membership dues | Payable Date 01/03/2024 | Due Date 01/03/2024 | Discount Amount 0.00 | Payable Amount 299.00 | |
| Vendor Number INC1060 | Vendor Name ORBIS SOLUTIONS, INC. | | | | | Total Vendor Amount 17,746.40 |
| Payment Type Check | Payment Number 209813 | | Payment Date 01/22/2024 | Payment Amount 17,746.40 | | |
| Payable Number 5575860 | Description CyberSecurity Licensing Firewall 1 | Payable Date 01/12/2024 | Due Date 01/12/2024 | Discount Amount 0.00 | Payable Amount 8,873.20 | |
| Payable Number 5575880 | Description CyberSecurity Licensing Firewall 2 | Payable Date 01/12/2024 | Due Date 01/12/2024 | Discount Amount 0.00 | Payable Amount 8,873.20 | |
| Vendor Number 05859 | Vendor Name P.F. PETTIBONE & CO. | | | | | Total Vendor Amount 19.00 |
| Payment Type Check | Payment Number 209814 | | Payment Date 01/22/2024 | Payment Amount 19.00 | | |
| Payable Number 185215 | Description Photo ID Cards | Payable Date 01/03/2024 | Due Date 01/03/2024 | Discount Amount 0.00 | Payable Amount 19.00 | |
| Vendor Number INC1519 | Vendor Name PERALTE-CLARK LLC | | | | | Total Vendor Amount 1,920.37 |
| Payment Type Check | Payment Number 209815 | | Payment Date 01/22/2024 | Payment Amount 1,920.37 | | |
| Payable Number IL RT 251 POTHOLE STAKING | Description IL Rt 251 Engineering | Payable Date 12/31/2023 | Due Date 12/31/2023 | Discount Amount 0.00 | Payable Amount 1,920.37 | |
| Vendor Number INC1110 | Vendor Name PEST CONTROL CONSULTANTS ILLINOIS | | | | | Total Vendor Amount 105.00 |
| Payment Type Check | Payment Number 209816 | | Payment Date 01/22/2024 | Payment Amount 105.00 | | |
| Payable Number 519770 | Description Pest Control Spraying | Payable Date 01/11/2024 | Due Date 01/11/2024 | Discount Amount 0.00 | Payable Amount 55.00 | |
| Payable Number 520570 | Description RMU Office Pest Control | Payable Date 01/16/2024 | Due Date 01/16/2024 | Discount Amount 0.00 | Payable Amount 50.00 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--|--------------------------------------|--------------|------------|-----------------|----------------|---------------------|
| 01974 | PETTY CASH - CITY CLERK | | | | | 32.40 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209817 | | | 01/22/2024 | 32.40 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011124 | Petty Cash - Reimbursement | 01/11/2024 | 01/11/2024 | 0.00 | 32.40 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05102 | PETTY CASH - ELEC. OPERATIONS | | | | | 186.13 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209818 | | | 01/22/2024 | 186.13 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011724 | Pety Cash Refill | 01/17/2024 | 01/17/2024 | 0.00 | 186.13 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00214 | POLYDYNE INC. | | | | | 11,385.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209819 | | | 01/22/2024 | 11,385.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1801432 | Clarifloc NW-193 | 01/15/2024 | 01/15/2024 | 0.00 | 11,385.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06127 | POMP'S TIRE SERVICE, INC. | | | | | 476.06 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209820 | | | 01/22/2024 | 476.06 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 411081402 | Squad Tires | 01/11/2024 | 01/11/2024 | 0.00 | 476.06 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10611 | PORTER BROTHERS | | | | | 73,364.40 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209821 | | | 01/22/2024 | 73,364.40 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| FIRE TRAINING FACILIITY-PA | TRAINING FACILITY SITE WORK | 01/04/2024 | 01/04/2024 | 0.00 | 73,364.40 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 01154 | PRESCOTT BROS. FORD | | | | | 511.84 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209822 | | | 01/22/2024 | 511.84 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 25049 | Bracket Assembly | 01/09/2024 | 01/09/2024 | 0.00 | 40.00 | |
| 94566 | CSO Truck Brakes | 01/15/2024 | 01/15/2024 | 0.00 | 471.84 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06142 | QUEENS TRUCKING & CONSTRUCTION | | | | | 28,673.09 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209823 | | | 01/22/2024 | 28,673.09 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 33078 | 104 N 9th St- Excavate Water Service | 01/10/2024 | 01/10/2024 | 0.00 | 21,113.85 | |
| 33079 | Water MainBreak 251 Overpass | 01/10/2024 | 01/10/2024 | 0.00 | 765.00 | |
| 33080 | Main St/1st ave | 01/10/2024 | 01/10/2024 | 0.00 | 6,794.24 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 08908 | R&R PRODUCTS, INC. | | | | | 1,698.55 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209824 | | | 01/22/2024 | 1,698.55 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| CD2863846 | mower parts | 01/10/2024 | 01/10/2024 | 0.00 | 1,698.55 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------|--|--------------|----------------|-----------------|----------------|---------------------|
| 00517 | ROCHELLE NEWS-LEADER | | | | | 119.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209825 | 01/22/2024 | 119.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| INV279336 | New laws Ad | 12/27/2023 | 12/27/2023 | 0.00 | 49.00 | |
| INV280848 | Veterans Recognition | 01/10/2024 | 01/10/2024 | 0.00 | 70.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 02987 | ROCHELLE ROTARY CLUB | | | | | 619.50 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209826 | 01/22/2024 | 619.50 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2024-0262 | Dues | 01/05/2024 | 01/05/2024 | 0.00 | 196.50 | |
| 2024-0278 | Rotary Membership | 01/05/2024 | 01/05/2024 | 0.00 | 211.50 | |
| 2024-0279 | Rotary Dues | 01/05/2024 | 01/05/2024 | 0.00 | 211.50 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1418 | RUNNINGS SUPPLY INC | | | | | 716.07 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209827 | 01/22/2024 | 716.07 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1033956 | 30 AMP 3 Wire plug | 12/26/2023 | 12/26/2023 | 0.00 | -63.38 | |
| 1036992 | BELT FOR EXHAUST FAN #9&10 ENGINE ROOM | 01/11/2024 | 01/11/2024 | 0.00 | 15.49 | |
| 1037010 | BELT FOR EXHAUST FAN #9&10 ENGINE ROOM | 01/11/2024 | 01/11/2024 | 0.00 | 4.00 | |
| 1037088 | Milwaukee Batteries/Super Chargers | 01/11/2024 | 01/11/2024 | 0.00 | 759.96 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09833 | STAPLES BUSINESS CREDIT | | | | | 1,202.94 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209828 | 01/22/2024 | 1,202.94 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 7617293347-1-1 | Return | 10/26/2023 | 10/26/2023 | 0.00 | -4.60 | |
| 7617503258-0-1 | Membership Renewal | 10/23/2023 | 10/23/2023 | 0.00 | 299.00 | |
| 7617749642-0-1 | Envelopes | 10/25/2023 | 10/25/2023 | 0.00 | 39.85 | |
| 7622839896-0-1 | Office Supplies | 01/08/2024 | 01/08/2024 | 0.00 | 114.69 | |
| 7622938049-1-1 | Credit | 01/11/2024 | 01/11/2024 | 0.00 | -6.72 | |
| 7623129030-0-1 | HP Printer Ink | 01/09/2024 | 01/09/2024 | 0.00 | 289.80 | |
| 7623402545-0-1 | 3 Hole Punch/Post it Notes | 01/11/2024 | 01/11/2024 | 0.00 | 117.47 | |
| 7623413607-0-1 | Office Supplies | 01/08/2024 | 01/08/2024 | 0.00 | 178.98 | |
| 7623571264-0-1 | Paper plates/Logitech Mouse | 01/10/2024 | 01/10/2024 | 0.00 | 64.98 | |
| 7623574885-0-1 | 16 oz paper Cups | 01/11/2024 | 01/11/2024 | 0.00 | 109.49 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10309 | SWANA | | | | | 335.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209829 | 01/22/2024 | 335.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2025-1646053 | Solid Waste Dues | 12/01/2023 | 12/01/2023 | 0.00 | 335.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 03263 | TALLMAN EQUIPMENT COMPANY, INC. | | | | | 2,196.41 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209830 | 01/22/2024 | 2,196.41 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 3380511 | Milwaukee Batteries | 01/10/2024 | 01/10/2024 | 0.00 | 1,658.39 | |
| 3380558 | Milwaukee Batteries | 01/11/2024 | 01/11/2024 | 0.00 | 538.02 | |

Payment Register

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------|---------------------------------------|--------------|----------------|-----------------|----------------|---------------------|
| 09891 | UMB BANK NA | | | | | 318.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209831 | 01/22/2024 | 318.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 966721 | Paying Agent Fee - 2022 Electric Bond | 01/09/2024 | 01/09/2024 | 0.00 | 318.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05320 | UNIFORM DEN EAST, INC. | | | | | 61.95 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209832 | 01/22/2024 | 61.95 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 89658 | Chief Uniform | 01/05/2024 | 01/05/2024 | 0.00 | 61.95 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00624 | UNITED PARCEL SERVICE | | | | | 42.98 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209833 | 01/22/2024 | 9.22 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0000Y79A79014 | Postage | 01/06/2024 | 01/06/2024 | 0.00 | 9.22 | |
| Check | 209834 | 01/22/2024 | 33.76 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 00004E260F024 | Postage | 01/13/2024 | 01/13/2024 | 0.00 | 33.76 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00991 | USA BLUEBOOK | | | | | 906.95 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209835 | 01/22/2024 | 906.95 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| INV00247590 | Phosphorus/Fluoride/Cylinder/Chlorine | 01/16/2024 | 01/16/2024 | 0.00 | 906.95 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1355 | WATER SOLUTIONS UNLIMITED, INC | | | | | 339.69 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209836 | 01/22/2024 | 339.69 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 120291 | Fluorosilicic Acid | 01/09/2024 | 01/09/2024 | 0.00 | 339.69 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00663 | WESCO RECEIVABLES CORP | | | | | 1,295.70 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209837 | 01/22/2024 | 1,295.70 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 125544 | AFL Fiber Tool/ Fiber Cleaver | 12/31/2023 | 12/31/2023 | 0.00 | 1,295.70 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 01647 | WRHL | | | | | 250.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209838 | 01/22/2024 | 250.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 477-00020-0000 | Radio Ads | 12/31/2023 | 12/31/2023 | 0.00 | 250.00 | |

Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------------|------------------|------------------|----------|------------|
| Allocated Cash | Check | 123 | 66 | 0.00 | 662,841.28 |
| Allocated Cash | Voided **Void Check | 0 | 1 | 0.00 | 0.00 |
| Packet Totals: | | 123 | 67 | 0.00 | 662,841.28 |

Cash Fund Summary

| Fund | Name | Amount |
|----------------|-----------------|-------------|
| 91 | Cash Allocation | -662,841.28 |
| Packet Totals: | | -662,841.28 |



Rochelle, IL

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Payment Register

APPKT02610 - Check Run1.29.24 MB

Bank: Allocated Cash - Allocated Cash

| Vendor Number | Vendor Name | | | Total Vendor Amount |
|--------------------------------|---|--------------|----------------|--------------------------------|
| | **Void** | | | 0.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| **Void Check | 209873 | 01/29/2024 | 0.00 | |
| **Void Check | 209928 | 01/29/2024 | 0.00 | |
| Vendor Number | Vendor Name | | | Total Vendor Amount |
| 08543 | ADAMS, GARRY | | | 38.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| Check | 209854 | 01/29/2024 | 38.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount Payable Amount |
| 011724 | Tool Repair | 01/17/2024 | 01/17/2024 | 0.00 38.00 |
| Vendor Number | Vendor Name | | | Total Vendor Amount |
| 06535 | AIRGAS USA, LLC | | | 610.23 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| Check | 209855 | 01/29/2024 | 610.23 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount Payable Amount |
| 5504520663 | Oxygen | 12/31/2023 | 12/31/2023 | 0.00 155.56 |
| 9145462551 | Oxygen | 12/28/2023 | 12/28/2023 | 0.00 454.67 |
| Vendor Number | Vendor Name | | | Total Vendor Amount |
| 00222 | ALEXIS FIRE EQUIPMENT CO. | | | 213.89 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| Check | 209856 | 01/29/2024 | 213.89 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount Payable Amount |
| 0077128-IN | SCBA rack ladder 1 | 12/28/2023 | 12/28/2023 | 0.00 213.89 |
| Vendor Number | Vendor Name | | | Total Vendor Amount |
| 08164 | ALTORFER, INC. | | | 6,862.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| Check | 209857 | 01/29/2024 | 6,862.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount Payable Amount |
| WO430066954 | CAT #17 SERVICE CONTRACT | 01/22/2024 | 01/22/2024 | 0.00 3,431.00 |
| WO430066955 | CAT #18 SERVICE CONTRACT | 01/22/2024 | 01/22/2024 | 0.00 3,431.00 |
| Vendor Number | Vendor Name | | | Total Vendor Amount |
| 10663 | AMAZON CAPITAL SERVICES | | | 2,428.70 |
| Payment Type | Payment Number | Payment Date | Payment Amount | |
| Check | 209858 | 01/29/2024 | 2,428.70 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount Payable Amount |
| 11D4-6RN9-7WR4 | Office Supplies | 01/24/2024 | 01/24/2024 | 0.00 15.80 |
| 196C-G4MR-946R | Test Tube Rack/Graduated Cylinder Beaker | 01/19/2024 | 01/19/2024 | 0.00 54.18 |
| 19YC-XTJJ-3K9L | FR Clothing | 01/23/2024 | 01/23/2024 | 0.00 419.80 |
| 1GJ9-GMYM-QFMN | FR Clothing | 01/22/2024 | 01/22/2024 | 0.00 129.99 |
| 1QQP-DJYF-H9V4 | Milwaukee 12 Volt Copper Tube Cutter/ Batteries | 01/21/2024 | 01/21/2024 | 0.00 595.10 |
| 1R97-FL39-PGM9 | CLOTHING FOR BUBBA AND PHIL | 01/22/2024 | 01/22/2024 | 0.00 884.83 |
| 1VP9-CJT1-1LKH | Desktop printer for GIS Coordinator | 01/22/2024 | 01/22/2024 | 0.00 329.00 |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------------|---|--------------|----------------|-----------------|----------------|---------------------|
| 00002 | AMERICAN PUBLIC POWER ASSOCIATION | | | | | 12,606.43 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209859 | 01/29/2024 | 12,606.43 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 000109265-CORRECTION | APPA Dues | 12/28/2023 | 12/28/2023 | 0.00 | 12,606.43 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00040 | ANDERSON PLUMBING & HTG, INC | | | | | 410.40 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209860 | 01/29/2024 | 410.40 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 112465 | Comm Hangar boiler repair | 01/18/2024 | 01/18/2024 | 0.00 | 120.00 | |
| 112467 | 1/2" BLACK PIPE FOR AIR LINE TO WELDING SHOP | 01/18/2024 | 01/18/2024 | 0.00 | 140.40 | |
| 112554 | Testing Water Blackflow Preventer At Shop | 01/24/2024 | 01/24/2024 | 0.00 | 150.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05814 | ARC IMAGING RESOURCES | | | | | 172.14 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209861 | 01/29/2024 | 172.14 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 847291 | OCE COLORWAVE 500 MAINTENANCE AND COPY FEE | 01/23/2024 | 01/23/2024 | 0.00 | 172.14 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1520 | ASSOCIATION OF ILLINOIS ELECTRIC COOPERATIVES | | | | | 150.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209862 | 01/29/2024 | 150.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 200002395 | Reasonable Susp. Online Training | 01/23/2024 | 01/23/2024 | 0.00 | 50.00 | |
| 200002396 | Reasonable Susp. Online Training | 01/23/2024 | 01/23/2024 | 0.00 | 50.00 | |
| 200002397 | Reasonable Suspicion Training | 01/23/2024 | 01/23/2024 | 0.00 | 50.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00124 | AUTO ZONE | | | | | 6.43 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209863 | 01/29/2024 | 6.43 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2660792550 | Vehicle bulbs | 01/08/2024 | 01/08/2024 | 0.00 | 6.43 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 08387 | BANESKI, ELVIS | | | | | 75.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209864 | 01/29/2024 | 75.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011124 | Employee Reimbursement | 01/11/2024 | 01/11/2024 | 0.00 | 75.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 02616 | BAXTER & WOODMAN, INC. | | | | | 5,270.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209865 | 01/29/2024 | 5,270.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0254766 | Local Limits Evaluations | 01/23/2024 | 01/23/2024 | 0.00 | 5,270.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00843 | BONNELL INDUSTRIES INC. | | | | | 1,484.45 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209866 | 01/29/2024 | 1,484.45 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0214140-IN | Plow Blades | 01/22/2024 | 01/22/2024 | 0.00 | 2,105.21 | |
| 0214180-IN | Credit For Price Overcharge | 01/23/2024 | 01/23/2024 | 0.00 | -620.76 | |

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| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
|----------------------------|-----------------------------------|---------------------|------------|-----------------|----------------|----------------|
| 06051 | BOUND TREE MEDICAL | 1,528.25 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209867 | | | | 01/29/2024 | 1,528.25 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 85197411 | EMS supplies | 12/26/2023 | 12/26/2023 | 0.00 | 135.15 | |
| 85197412 | EMS supplies | 12/26/2023 | 12/26/2023 | 0.00 | 680.97 | |
| 85211762 | EMS supplies | 01/09/2024 | 01/09/2024 | 0.00 | 207.18 | |
| 85216374 | EMS supplies | 01/12/2024 | 01/12/2024 | 0.00 | 504.95 | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
| INC1524 | BRASS, NATE | 184.64 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209868 | | | | 01/29/2024 | 184.64 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011824 | Officer Uniform Equipment | 01/18/2024 | 01/18/2024 | 0.00 | 184.64 | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
| INC1192 | CENTRAL POLYGRAPH SERVICE LTD. | 210.00 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209869 | | | | 01/29/2024 | 210.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 23697 | New Hire Polygraph | 01/18/2024 | 01/18/2024 | 0.00 | 210.00 | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
| 09112 | CINTAS | 591.69 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209870 | | | | 01/29/2024 | 591.69 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 4180517747 | Office And Shop Rags & Rugs | 01/17/2024 | 01/17/2024 | 0.00 | 117.33 | |
| 4180517790 | Floor Mats/Shop Towels | 01/17/2024 | 01/17/2024 | 0.00 | 183.97 | |
| 4180517803 | Floor Mats/ Lab Coats | 01/17/2024 | 01/17/2024 | 0.00 | 86.43 | |
| 4181073367 | MATS AND TOWELS | 01/23/2024 | 01/23/2024 | 0.00 | 203.96 | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
| 09673 | CORE & MAIN LP | 846.81 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209871 | | | | 01/29/2024 | 846.81 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| T873167 | Pumper Nozzle for Hydrant | 01/11/2024 | 01/11/2024 | 0.00 | 421.77 | |
| U201502 | 2" COMP TEE low Lead | 01/10/2024 | 01/10/2024 | 0.00 | 425.04 | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | |
| 09522 | CROSSROADS MOBILE MAINTENANCE | 54,077.27 | | | | |
| Payment Type | Payment Number | | | | Payment Date | Payment Amount |
| Check | 209872 | | | | 01/29/2024 | 54,077.27 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 203S2879 | E88- Hydraulic System Repair | 12/15/2023 | 12/15/2023 | 0.00 | 980.00 | |
| 203S3123 | E13 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 619.60 | |
| 203S3124 | E48- Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 894.04 | |
| 203S3125 | E17 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 2,422.19 | |
| 203S3126 | E13 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 3,271.21 | |
| 203S3127 | E5- access steps/platform rotator | 01/24/2024 | 01/24/2024 | 0.00 | 9,013.30 | |
| 203S3129 | E29 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 1,303.97 | |
| 203S3131 | E8 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 1,159.21 | |
| 203S3132 | Kubota Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 907.96 | |
| 203S3133 | E14- Add pole rack | 01/24/2024 | 01/24/2024 | 0.00 | 10,063.03 | |
| 203S3134 | E9 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 1,533.94 | |
| 203S3135 | E4- Extension Cylinder | 01/24/2024 | 01/24/2024 | 0.00 | 2,404.30 | |
| 203S3136 | Maint Tech Drive Time | 12/13/2023 | 12/13/2023 | 0.00 | 3,218.54 | |
| 203S3140 | Vactor - Cooling system repairs | 12/12/2023 | 12/12/2023 | 0.00 | 4,413.76 | |
| 203S3145 | E5 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 1,858.47 | |

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|-----------------------------|---|----------------------------|-----------------------|------------------------|-----------------------|
| 203S3146 | E14 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 4,491.82 |
| 203S3147 | E4 Lube/Oil/Filter | 12/12/2023 | 12/12/2023 | 0.00 | 1,810.17 |
| 203S3179 | E17- EGR Cooler | 01/19/2024 | 01/19/2024 | 0.00 | 3,711.76 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| INC1428 | DETECTACHEM INC | 52.97 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209874 | 01/29/2024 | 52.97 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| INV13567 | Drug Test Kits | 01/16/2024 | 01/16/2024 | 0.00 | 52.97 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 04118 | DINGES FIRE COMPANY | 1,291.12 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209875 | 01/29/2024 | 1,291.12 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 49402 | Fire hose | 01/24/2024 | 01/24/2024 | 0.00 | 1,291.12 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 10115 | DIVE RESCUE INTERNATIONAL, INC. | 4,445.23 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209876 | 01/29/2024 | 4,445.23 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| SO067759 | Dive equipment | 12/21/2023 | 12/21/2023 | 0.00 | 4,445.23 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 04512 | FEHR-GRAHAM & ASSOC. | 2,556.13 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209877 | 01/29/2024 | 2,556.13 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 120191 | Training facility | 12/29/2023 | 12/29/2023 | 0.00 | 2,556.13 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 00210 | FISCHERS, INC. | 2,679.56 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209878 | 01/29/2024 | 2,679.56 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 0749144-001 | New Desk furniture for GIS Coordinator Move | 12/29/2023 | 12/29/2023 | 0.00 | 2,195.00 |
| 0749245-001 | Office supplies | 01/05/2024 | 01/05/2024 | 0.00 | 107.19 |
| 0749284-001 | Toner | 01/08/2024 | 01/08/2024 | 0.00 | 101.99 |
| 0749488-001 | City Hall Copier | 01/22/2024 | 01/22/2024 | 0.00 | 40.00 |
| 0749511-001 | Total Copy Plan Charge | 01/22/2024 | 01/22/2024 | 0.00 | 104.63 |
| 0749513-001 | Total Copy Plan Charge | 01/22/2024 | 01/22/2024 | 0.00 | 50.75 |
| 0749514-001 | Total Copy Plan Charge | 01/22/2024 | 01/22/2024 | 0.00 | 80.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 07183 | FLETCHER & SIPPEL LLC | 2,035.50 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209879 | 01/29/2024 | 2,035.50 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 53653 | Legal Services Steam Plant Road | 01/17/2024 | 01/17/2024 | 0.00 | 2,035.50 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 01905 | FOSTER COACH SALES, INC | 388.45 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209880 | 01/29/2024 | 388.45 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 26883 | Ambulance auto eject replaced | 01/11/2024 | 01/11/2024 | 0.00 | 388.45 |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|----------------------------------|--|--------------|----------------|-----------------|----------------|---------------------|
| 08062 | FROM THE HEART | | | | | 1,585.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209881 | 01/29/2024 | 1,585.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012524 | From the Heart Tables | 01/25/2024 | 01/25/2024 | 0.00 | 1,585.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 01754 | GORDON FLESCH CO., INC | | | | | 114.03 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209882 | 01/29/2024 | 114.03 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| IN14523193 | Copy Machine Lease | 01/15/2024 | 01/15/2024 | 0.00 | 114.03 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00493 | GROVERS SERVICES, LLC | | | | | 4,800.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209883 | 01/29/2024 | 4,800.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012224 | Trimmed/Removed Trees Week of Jan 15th | 01/22/2024 | 01/22/2024 | 0.00 | 4,800.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10256 | HAWKINS, INC. | | | | | 1,149.50 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209884 | 01/29/2024 | 1,149.50 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 6668725 | Azone 15 1lb Mini Bulk | 01/17/2024 | 01/17/2024 | 0.00 | 1,149.50 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 08060 | HEWITT & WAGNER, ATTORNEYS AT LAW | | | | | 3,750.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209885 | 01/29/2024 | 3,750.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 010124 | Legal | 01/01/2024 | 01/01/2024 | 0.00 | 3,750.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10454 | HOTSY EQUIPMENT CO. | | | | | 335.12 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209886 | 01/29/2024 | 335.12 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 31990 | New Hose For Hotsy Pressure Washer | 01/23/2024 | 01/23/2024 | 0.00 | 335.12 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1523 | IDEAL METAL FAB INC | | | | | 12,756.49 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209887 | 01/29/2024 | 12,756.49 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 48265 | Materials For Shop Remodel | 01/02/2024 | 01/02/2024 | 0.00 | 12,756.49 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00283 | IEPA | | | | | 6,692.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 209888 | 01/29/2024 | 6,692.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 141050AAV-010224 | TITLE V PERMIT 2ND PAYMENT | 01/02/2024 | 01/02/2024 | 0.00 | 6,692.00 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------|--|--------------|------------|-----------------|----------------|-----------------------------|
| 02784 | IGFOA | | | | | 425.00 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209889 | | | | | 01/29/2024 425.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012424 | 2024 Dues -- C Cardott, J Rogers, M Boehm | 01/24/2024 | 01/24/2024 | 0.00 | 425.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 03285 | IL STATE POLICE | | | | | 221.09 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209890 | | | | | 01/29/2024 221.09 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012424 | 911 Voip Charges | 01/24/2024 | 01/24/2024 | 0.00 | 221.09 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 08114 | ILCSWMA | | | | | 130.00 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209891 | | | | | 01/29/2024 130.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 21-427 | Solid Waste Dues | 01/17/2024 | 01/17/2024 | 0.00 | 130.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 04962 | J&M SMALL ENGINE REPAIR | | | | | 166.00 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209892 | | | | | 01/29/2024 166.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 010324 | Chain Saw Repair | 01/03/2024 | 01/03/2024 | 0.00 | 166.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10295 | JEFF PERRY CHEVROLET | | | | | 1,284.00 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209893 | | | | | 01/29/2024 1,284.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 132354 | W20- Mirror | 12/07/2023 | 12/07/2023 | 0.00 | 1,284.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05282 | JOHNSON TRACTOR | | | | | 6,059.85 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209894 | | | | | 01/29/2024 109.85 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| IR95681 | Tractor part | 01/17/2024 | 01/17/2024 | 0.00 | 46.39 | |
| IR95779 | Narrow V-BE | 01/23/2024 | 01/23/2024 | 0.00 | 63.46 | |
| Check | 209895 | | | | | 01/29/2024 5,950.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011724 | Vplow For Snow Removal Operations | 01/17/2024 | 01/17/2024 | 0.00 | 5,950.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1503 | K. HELFRICH TRUCKING LLC | | | | | 4,761.50 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209896 | | | | | 01/29/2024 4,761.50 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 2346 | Hauling CAT, Unit R123, Loader Rental & Snow Truck | 01/23/2024 | 01/23/2024 | 0.00 | 4,761.50 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09444 | KALEEL'S CLOTHING | | | | | 938.00 |
| Payment Type | Payment Number | | | | | Payment Date Payment Amount |
| Check | 209897 | | | | | 01/29/2024 938.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 011124 | Worker Clothing | 01/11/2024 | 01/11/2024 | 0.00 | 277.00 | |
| 011124-2 | Worker Clothing | 01/11/2024 | 01/11/2024 | 0.00 | 229.00 | |
| 011124-3 | Worker Clothing | 01/11/2024 | 01/11/2024 | 0.00 | 158.00 | |

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| 011124-4 | Worker Clothing | 01/11/2024 | 01/11/2024 | 0.00 | 136.00 |
| 011124-5 | Worker Clothing | 01/11/2024 | 01/11/2024 | 0.00 | 44.00 |
| 011224 | Worker Clothing | 01/12/2024 | 01/12/2024 | 0.00 | 94.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| INC1169 | MID-STATES ORGANIZED CRIME INFORMATION CENTE | 150.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209898 | 01/29/2024 | 150.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 0004212-IN | Organized Crime Membership | 01/07/2024 | 01/07/2024 | 0.00 | 150.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 09609 | MIDWEST SIGNS & DESIGNS | 35.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209899 | 01/29/2024 | 35.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 2020672 | New Window Decal | 01/17/2024 | 01/17/2024 | 0.00 | 35.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 04021 | MORTON SALT | 12,510.71 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209900 | 01/29/2024 | 12,510.71 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 5402971654 | Salt For Snow Removal | 01/23/2024 | 01/23/2024 | 0.00 | 12,510.71 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 00415 | NAPA AUTO PARTS ROCHELLE | 917.28 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209901 | 01/29/2024 | 917.28 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 068794 | Wiper Parts For Unit R101 | 01/17/2024 | 01/17/2024 | 0.00 | 59.99 |
| 068921 | Air Brake Parts For Unit R119 | 01/18/2024 | 01/18/2024 | 0.00 | 355.89 |
| 068941 | Parts & Core Return For Unit R119 | 01/18/2024 | 01/18/2024 | 0.00 | -125.04 |
| 069029 | Exhaust Parts For Units R122 & Unit R145 | 01/19/2024 | 01/19/2024 | 0.00 | 521.13 |
| 069291 | Brake Parts For Unit R261 | 01/24/2024 | 01/24/2024 | 0.00 | 105.31 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| INC1526 | NATIONAL PELRA | 230.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209902 | 01/29/2024 | 230.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 7304 | 2024 Dues for IPELRA | 01/01/2024 | 01/01/2024 | 0.00 | 230.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 03094 | NFPA | 175.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209903 | 01/29/2024 | 175.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 0148481M #2 | NFPA dues | 12/28/2023 | 12/28/2023 | 0.00 | 175.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 08072 | OSF ST ANTHONY MEDICAL CENTER | 790.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209904 | 01/29/2024 | 790.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 10300-24-3431 | ACLS dept class | 01/18/2024 | 01/18/2024 | 0.00 | 790.00 |

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| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
|---------------------------|---|---------------------|------------|-----------------|----------------|--------------|----------------|
| INC1110 | PEST CONTROL CONSULTANTS ILLINOIS | 730.00 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209905 | | | | | 01/29/2024 | 730.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| 508829 | RR Park | 11/17/2023 | 11/17/2023 | 0.00 | 45.00 | | |
| 520964 | 1030 S 7th St- Pest Control | 01/18/2024 | 01/18/2024 | 0.00 | 150.00 | | |
| 521073 | Wells 8/10/11/12- Pest Control | 01/18/2024 | 01/18/2024 | 0.00 | 200.00 | | |
| 521081 | Wastewater Plant- Pest Control | 01/18/2024 | 01/18/2024 | 0.00 | 65.00 | | |
| 521087 | Pest control | 01/18/2024 | 01/18/2024 | 0.00 | 50.00 | | |
| 521387 | RR Park | 01/19/2024 | 01/19/2024 | 0.00 | 45.00 | | |
| 521640 | Comm Hangar pest control | 01/22/2024 | 01/22/2024 | 0.00 | 50.00 | | |
| 521721 | Monthly Pest Control Tech Center | 01/22/2024 | 01/22/2024 | 0.00 | 125.00 | | |
| | | | | | | | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
| 09011 | PETERSON, JOHNSON & MURRAY | 7,553.50 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209906 | | | | | 01/29/2024 | 7,553.50 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| 141946 | LEGAL SERVICES-GENERAL MUNICIPAL MATTER | 01/17/2024 | 01/17/2024 | 0.00 | 2,037.00 | | |
| 141947 | LEGAL SERVICES-WATER RECLAMATION | 01/17/2024 | 01/17/2024 | 0.00 | 607.50 | | |
| 141948 | LEGAL SERVICES-ELECTRIC | 01/17/2024 | 01/17/2024 | 0.00 | 112.50 | | |
| 141949 | LEGAL SERVICES-TECH CENTER | 01/17/2024 | 01/17/2024 | 0.00 | 180.00 | | |
| 141950 | LEGAL SERVICES-RAILROAD | 01/17/2024 | 01/17/2024 | 0.00 | 450.00 | | |
| 141951 | LEGAL SERVICES-DOWNTOWN TIF | 01/17/2024 | 01/17/2024 | 0.00 | 4,072.50 | | |
| 141952 | LEGAL SERVICES-NORTHERN GATEWAY TIF | 01/17/2024 | 01/17/2024 | 0.00 | 45.00 | | |
| 141953 | LEGAL SERVICES-GENERAL LABOR & EMPLOYMENT | 01/17/2024 | 01/17/2024 | 0.00 | 49.00 | | |
| | | | | | | | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
| 01642 | RAY O'HERRON CO. INC | 1,227.30 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209907 | | | | | 01/29/2024 | 1,227.30 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| 2318894 | ERT Holsters | 01/17/2024 | 01/17/2024 | 0.00 | 884.96 | | |
| 2319288 | Winter Uniform Coat | 01/19/2024 | 01/19/2024 | 0.00 | 286.40 | | |
| 2319371 | Uniform Shirt | 01/19/2024 | 01/19/2024 | 0.00 | 55.94 | | |
| | | | | | | | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
| 00496 | RK DIXON CO. | 114.35 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209908 | | | | | 01/29/2024 | 114.35 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| IN4982134 | City Hall Copier | 01/22/2024 | 01/22/2024 | 0.00 | 114.35 | | |
| | | | | | | | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
| 00506 | ROCHELLE IL CHAMBER OF COMMERCE | 1,500.00 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209909 | | | | | 01/29/2024 | 1,500.00 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| 8790 | Play Day Lunch Sponsor | 01/18/2024 | 01/18/2024 | 0.00 | 1,500.00 | | |
| | | | | | | | |
| Vendor Number | Vendor Name | Total Vendor Amount | | | | | |
| 00517 | ROCHELLE NEWS-LEADER | 968.75 | | | | | |
| Payment Type | Payment Number | | | | | Payment Date | Payment Amount |
| Check | 209910 | | | | | 01/29/2024 | 968.75 |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | | |
| INV271634 | Public Notice | 11/12/2023 | 11/12/2023 | 0.00 | 37.50 | | |
| INV272779 | Ordinance- Publication | 11/19/2023 | 11/19/2023 | 0.00 | 931.25 | | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------|---|--------------|------------|-----------------|----------------|---------------------|
| 10798 | ROGERS, JESSICA | | | | | 38.19 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209911 | | | 01/29/2024 | 38.19 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012224 | Reimbursement for W2 Forms | 01/22/2024 | 01/22/2024 | 0.00 | 38.19 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10476 | ROMANOWICZ, ADAM | | | | | 210.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209912 | | | 01/29/2024 | 210.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 12312023 | Website maintenance | 12/31/2023 | 12/31/2023 | 0.00 | 210.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 11047 | ROSS ELECTRIC, INC. | | | | | 8,869.40 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209913 | | | 01/29/2024 | 8,869.40 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 28906 | Replacement of lights in PD first floor | 12/18/2023 | 12/18/2023 | 0.00 | 8,869.40 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1418 | RUNNINGS SUPPLY INC | | | | | 685.89 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209914 | | | 01/29/2024 | 685.89 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1038093 | Diesel Treatment/Tool Box | 01/16/2024 | 01/16/2024 | 0.00 | 117.93 | |
| 1038491 | Broom/Wastebasket/Hammer/Tape Measure/Level/Drive | 01/18/2024 | 01/18/2024 | 0.00 | 162.93 | |
| 1038515 | BLACK PIPE AND HOSE REEL FOR WELDING SHOP | 01/18/2024 | 01/18/2024 | 0.00 | 132.07 | |
| 1038586 | Hammer Drill/Impact Set | 01/18/2024 | 01/18/2024 | 0.00 | 228.98 | |
| 1039303 | SHOP SUPPLIES | 01/22/2024 | 01/22/2024 | 0.00 | 43.98 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1193 | SERVPRO OF ELGIN/NORTHWEST KANE COUNTY | | | | | 1,337.73 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209915 | | | 01/29/2024 | 1,337.73 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5013517 | Water leak Restore- | 01/23/2024 | 01/23/2024 | 0.00 | 1,337.73 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1525 | SIRCHIE ACQUISITION COMPANY LLC | | | | | 128.90 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209916 | | | 01/29/2024 | 128.90 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0627509-IN | Evidence Inventory | 01/19/2024 | 01/19/2024 | 0.00 | 128.90 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10894 | SLATE ROCK FR | | | | | 192.08 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209917 | | | 01/29/2024 | 192.08 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 73635 | FR Clothing | 01/23/2024 | 01/23/2024 | 0.00 | 192.08 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09833 | STAPLES BUSINESS CREDIT | | | | | 510.65 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209918 | | | 01/29/2024 | 510.65 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 7623129030-1-1 | Printer Ink | 01/18/2024 | 01/18/2024 | 0.00 | -3.80 | |
| 7623129030-2-1 | Printer Ink | 01/18/2024 | 01/18/2024 | 0.00 | -1.90 | |
| 7623129030-3-1 | Printer Ink | 01/18/2024 | 01/18/2024 | 0.00 | -3.70 | |
| 7623402545-1-1 | 3 Hole Punch | 01/18/2024 | 01/18/2024 | 0.00 | -9.25 | |

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| 7623571264-0-2 | Dial Soap | 01/16/2024 | 01/16/2024 | 0.00 | 40.49 |
| 7623571264-1-1 | 6" Plates | 01/18/2024 | 01/18/2024 | 0.00 | -2.14 |
| 7624173120-0-1 | Printer Ink | 01/18/2024 | 01/18/2024 | 0.00 | 490.95 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 10413 | STARR, GEOFFREY | 95.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209919 | 01/29/2024 | 95.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 011724 | Plumbing License Certification | 01/17/2024 | 01/17/2024 | 0.00 | 95.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| INC1095 | SWAN ANALYTICAL USA, INC | 1,118.20 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209920 | 01/29/2024 | 1,118.20 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| CD10010972 | Reagent set OxyconOn-Line DPD 8 Sets | 01/22/2024 | 01/22/2024 | 0.00 | 1,118.20 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 10610 | SWEDISH AMERICAN HEALTH MANAGEMENT | 3.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209921 | 01/29/2024 | 3.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 123123 | CPR card | 12/31/2023 | 12/31/2023 | 0.00 | 3.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 03263 | TALLMAN EQUIPMENT COMPANY, INC. | 456.81 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209922 | 01/29/2024 | 456.81 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 3381426 | Youngstown Gloves | 01/22/2024 | 01/22/2024 | 0.00 | 456.81 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 05760 | TIRE TRACKS | 831.53 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209923 | 01/29/2024 | 831.53 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 203323074 | van tires | 01/03/2024 | 01/03/2024 | 0.00 | 773.64 |
| 203323078 | Van oil change | 01/03/2024 | 01/03/2024 | 0.00 | 57.89 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 07262 | TOTAL WATER TREATMENT SYSTEMS | 639.50 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209924 | 01/29/2024 | 639.50 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 1092393 | 9" Cation/Anion/9" Mixed Bed | 01/11/2024 | 01/11/2024 | 0.00 | 639.50 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 04522 | TURNER, DEBBIE | 1,570.00 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209925 | 01/29/2024 | 1,570.00 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| 2722 | JANITORIAL SERVICES | 01/21/2024 | 01/21/2024 | 0.00 | 1,570.00 |
| Vendor Number | Vendor Name | Total Vendor Amount | | | |
| 00991 | USA BLUEBOOK | 950.79 | | | |
| Payment Type | Payment Number | Payment Date | Payment Amount | | |
| Check | 209926 | 01/29/2024 | 950.79 | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount |
| INV00247807 | pH Perch Organizer | 01/17/2024 | 01/17/2024 | 0.00 | 261.35 |
| INV00252852 | Nitrogen/Chlorine/Phosphate/Nutrient Buffer | 01/22/2024 | 01/22/2024 | 0.00 | 689.44 |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|----------------------------|---------------------------------------|--------------|------------|-----------------|----------------|---------------------|
| 01104 | VERIZON WIRELESS | | | | | 4,325.29 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209927 | | | 01/29/2024 | 4,325.29 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 9954288177 | Cellphone and iPad plans | 01/15/2024 | 01/15/2024 | 0.00 | 4,325.29 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 02328 | WATER PRODUCTS CO. OF AURORA | | | | | 2,829.68 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209929 | | | 01/29/2024 | 2,829.68 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 0320635 | 2" Comp Tee | 01/24/2024 | 01/24/2024 | 0.00 | 441.68 | |
| 0320636 | Hydrant Handle/Bolt Cutter/6" Sleeve | 01/24/2024 | 01/24/2024 | 0.00 | 2,388.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00663 | WESCO RECEIVABLES CORP | | | | | 8,573.20 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209930 | | | 01/29/2024 | 8,573.20 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 155655 | Maj Inv # 4271 | 01/12/2024 | 01/12/2024 | 0.00 | 7,230.00 | |
| 158949 | Meter Seals/Disconnect Sleeves | 01/16/2024 | 01/16/2024 | 0.00 | 1,343.20 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00828 | WILLETT, HOFMANN & ASSOC., INC | | | | | 9,975.50 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209931 | | | 01/29/2024 | 9,975.50 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 35192 | Downtown & Main Streets Capital Grant | 01/18/2024 | 01/18/2024 | 0.00 | 9,975.50 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09904 | ZOLL MEDICAL CORP | | | | | 616.52 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209932 | | | 01/29/2024 | 616.52 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 3895037 | EMS supplies | 01/17/2024 | 01/17/2024 | 0.00 | 616.52 | |

Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------------|------------------|------------------|----------|------------|
| Allocated Cash | Check | 70 | 38 | 0.00 | 75,003.04 |
| Allocated Cash | Voided **Void Check | 0 | 1 | 0.00 | 0.00 |
| Allocated Cash | Check | 91 | 39 | 0.00 | 142,239.58 |
| Allocated Cash | Voided **Void Check | 0 | 1 | 0.00 | 0.00 |
| Packet Totals: | | 161 | 79 | 0.00 | 217,242.62 |

Cash Fund Summary

| Fund | Name | Amount |
|----------------|-----------------|-------------|
| 91 | Cash Allocation | -217,242.62 |
| Packet Totals: | | -217,242.62 |



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APPKT02633 - Check Run 2.5.24

Bank: Allocated Cash - Allocated Cash

| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| | **Void** | | | | | 0.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| **Void Check | 209995 | | | 02/05/2024 | 0.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09793 | 926 CUSTOM EMBROIDERY | | | | | 48.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209933 | | | 02/05/2024 | 48.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 001269 | 926 Custom Embroidery | 01/29/2024 | 01/29/2024 | 0.00 | 48.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 03006 | ABC SUPPLY CO. INC. | | | | | 481.28 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209934 | | | 02/05/2024 | 481.28 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 57419343 | Shop Remodel | 01/29/2024 | 01/29/2024 | 0.00 | 387.48 | |
| 57435055 | Lumber For Break Room Remodel | 01/30/2024 | 01/30/2024 | 0.00 | 93.80 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06620 | AIR ONE EQUIPMENT, INC. | | | | | 112.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209935 | | | 02/05/2024 | 112.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 202607 | Gas sniffer repair | 01/25/2024 | 01/25/2024 | 0.00 | 112.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10663 | AMAZON CAPITAL SERVICES | | | | | 2,208.85 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209936 | | | 02/05/2024 | 2,208.85 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 16X9-W6K4-HXGC | Labels, file folders | 01/25/2024 | 01/25/2024 | 0.00 | 43.39 | |
| 196P-4FRP-F91D | Stool/Moisturizer/Floor Mat | 01/24/2024 | 01/24/2024 | 0.00 | 304.07 | |
| 19DT-CK73-R3YK | 6" Truck Running Boards | 01/26/2024 | 01/26/2024 | 0.00 | 177.95 | |
| 1C41-6L31-4WR6 | Folgers Coffee | 01/28/2024 | 01/28/2024 | 0.00 | 46.72 | |
| 1DTN-NXQM-TNQG | 1000' Spool 6 count SM Fiber | 01/26/2024 | 01/26/2024 | 0.00 | 289.23 | |
| 1FK7-MQ7M-HD6C | #2 Under Desk Treadmills. | 01/25/2024 | 01/25/2024 | 0.00 | 383.96 | |
| 1H6Y-FM6H-FTLW | Headset battery | 01/31/2024 | 01/31/2024 | 0.00 | 12.82 | |
| 1HJJ-W4GV-FH9C | Ext Cord/ORings/Antenna/Eyebolts/Rings/Tags/Router | 01/29/2024 | 01/29/2024 | 0.00 | 400.59 | |
| 1KHV-RMT3-1XJ9 | Cash drawer replacements, battery, plastic divider | 01/29/2024 | 01/29/2024 | 0.00 | 149.81 | |
| 1MCJ-CL41-1WFO | Steel Tube Rack/Disposable Gloves/AA Batteries | 01/29/2024 | 01/29/2024 | 0.00 | 266.69 | |
| 1TNR-36J4-J1LX | Shipping labels/Timer | 01/25/2024 | 01/25/2024 | 0.00 | 133.62 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1042 | AMERICAN LEAK DETECTION | | | | | 300.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209937 | | | 02/05/2024 | 300.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 14682 | Service Line Leak 1/18 | 01/23/2024 | 01/23/2024 | 0.00 | 300.00 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|-----------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| 00002 | AMERICAN PUBLIC POWER ASSOCIATION | | | | | 477.80 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209938 | | | 02/05/2024 | 477.80 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 000163853 | Public Power Governance class and materials | 01/29/2024 | 01/29/2024 | 0.00 | 477.80 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00040 | ANDERSON PLUMBING & HTG, INC | | | | | 300.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209939 | | | 02/05/2024 | 300.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 112631 | Testing 2 Backflow Preventers At Cemetery | 01/30/2024 | 01/30/2024 | 0.00 | 300.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 01850 | ANIXTER, INC | | | | | 1,046.26 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209940 | | | 02/05/2024 | 1,046.26 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5942944-00 | Minor Inventory #591/958/1781/1972/1973 | 01/30/2024 | 01/30/2024 | 0.00 | 1,046.26 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1219 | ARTLIP AND SONS, INC. | | | | | 476.14 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209941 | | | 02/05/2024 | 476.14 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 209726 | Replacement of pressure switch on HVAC air comp. | 01/26/2024 | 01/26/2024 | 0.00 | 476.14 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09831 | BARBECK COMMUNICATIONS | | | | | 40,746.33 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209942 | | | 02/05/2024 | 40,746.33 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 128001535-1 | Building Access Control Install | 01/25/2024 | 01/25/2024 | 0.00 | 40,746.33 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10817 | BETTNER, DANIELLE | | | | | 50.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209943 | | | 02/05/2024 | 50.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 013124 | Cel Phone Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 50.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 07244 | BNSF RAIL COMPANY | | | | | 114.06 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209944 | | | 02/05/2024 | 114.06 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 24001305 | Land lease | 01/12/2024 | 01/12/2024 | 0.00 | 114.06 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00540 | CARDOTT, CHRIS | | | | | 121.92 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209945 | | | 02/05/2024 | 121.92 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 013124 | Cel Phone Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 50.00 | |
| 020124 | HR Lunch Meeting | 02/01/2024 | 02/01/2024 | 0.00 | 71.92 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|--------------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| 07230 | CARLS, TYLER | | | | | 1,690.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209946 | | | 02/05/2024 | 1,690.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 012924 | 2023 Tuition Reimbursement | 01/29/2024 | 01/29/2024 | 0.00 | 1,690.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09112 | CINTAS | | | | | 630.88 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209947 | | | 02/05/2024 | 630.88 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 4181231741 | Floor Mats/Lab Coats | 01/24/2024 | 01/24/2024 | 0.00 | 86.43 | |
| 4181231792 | Floor Mats/Shop Towels | 01/24/2024 | 01/24/2024 | 0.00 | 168.88 | |
| 4181639294 | Janitorial supplies | 01/29/2024 | 01/29/2024 | 0.00 | 54.73 | |
| 4181639483 | Front Lobby Rugs | 01/29/2024 | 01/29/2024 | 0.00 | 81.88 | |
| 4181639485 | Mats | 01/29/2024 | 01/29/2024 | 0.00 | 35.00 | |
| 4181799791 | MATS AND TOWELS | 01/30/2024 | 01/30/2024 | 0.00 | 203.96 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10327 | CNA SURETY DIRECT BILL | | | | | 30.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209948 | | | 02/05/2024 | 30.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 54835263N-2024 | Notary Renewel | 01/31/2024 | 01/31/2024 | 0.00 | 30.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09673 | CORE & MAIN LP | | | | | 2,076.23 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209949 | | | 02/05/2024 | 2,076.23 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| U177099 | Tubing/Ball/Stud/insert/2 Adapter/Serv Box | 01/18/2024 | 01/18/2024 | 0.00 | 1,578.23 | |
| U249003 | Snakepit Roadway Box | 01/18/2024 | 01/18/2024 | 0.00 | 498.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00143 | CRESCENT ELECTRIC SUPPLY | | | | | 315.12 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209950 | | | 02/05/2024 | 315.12 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| S512041722.001 | Leviton Lampholder | 01/26/2024 | 01/26/2024 | 0.00 | 315.12 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10102 | DATA VOICE INTERNATIONAL, INC. | | | | | 430.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209951 | | | 02/05/2024 | 430.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| DVIMN0000358 | Customer Facing Mobile App | 01/31/2024 | 01/31/2024 | 0.00 | 430.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 04492 | DELL MARKETING L.P. | | | | | 3,034.44 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209952 | | | 02/05/2024 | 1,631.67 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 10727793369 | 2024 HR Computer | 01/30/2024 | 01/30/2024 | 0.00 | 1,631.67 | |
| Check | 209953 | | | 02/05/2024 | 1,402.77 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 10725187321 | Dell Technologies | 01/17/2024 | 01/17/2024 | 0.00 | 1,402.77 | |

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|---|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| Vendor Number 07065 | Vendor Name DISH | | | | | Total Vendor Amount 63.11 |
| Payment Type Check | Payment Number 209954 | | Payment Date 02/05/2024 | Payment Amount 63.11 | | |
| Payable Number 011724 | Description Monthly Dish Services | Payable Date 01/17/2024 | Due Date 01/17/2024 | Discount Amount 0.00 | Payable Amount 63.11 | |
| Vendor Number INC1320 | Vendor Name ENVIRONMENTAL RESOURCE ASSOCIATES | | | | | Total Vendor Amount 515.58 |
| Payment Type Check | Payment Number 209955 | | Payment Date 02/05/2024 | Payment Amount 515.58 | | |
| Payable Number 065191 | Description Hardness,Nutrients,pH- wastewater | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 515.58 | |
| Vendor Number 09421 | Vendor Name EVOQUA WATER TECHNOLOGIES LLC | | | | | Total Vendor Amount 427.19 |
| Payment Type Check | Payment Number 209956 | | Payment Date 02/05/2024 | Payment Amount 427.19 | | |
| Payable Number 906294173 | Description Labpure Cartridge S5 | Payable Date 01/26/2024 | Due Date 01/26/2024 | Discount Amount 0.00 | Payable Amount 427.19 | |
| Vendor Number 03334 | Vendor Name FERGUSON WATERWORKS #2516 | | | | | Total Vendor Amount 185.16 |
| Payment Type Check | Payment Number 209957 | | Payment Date 02/05/2024 | Payment Amount 185.16 | | |
| Payable Number 0483559 | Description 6Ft Curb BX | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 185.16 | |
| Vendor Number 10755 | Vendor Name FIXIN FERAL FELINES | | | | | Total Vendor Amount 4,057.22 |
| Payment Type Check | Payment Number 209958 | | Payment Date 02/05/2024 | Payment Amount 4,057.22 | | |
| Payable Number 013024 | Description Animal Control | Payable Date 01/30/2024 | Due Date 01/30/2024 | Discount Amount 0.00 | Payable Amount 4,057.22 | |
| Vendor Number 10163 | Vendor Name FRIDAY, MARGARET | | | | | Total Vendor Amount 50.00 |
| Payment Type Check | Payment Number 209959 | | Payment Date 02/05/2024 | Payment Amount 50.00 | | |
| Payable Number 013124 | Description Cel Phone Reimbursement | Payable Date 01/31/2024 | Due Date 01/31/2024 | Discount Amount 0.00 | Payable Amount 50.00 | |
| Vendor Number 06609 | Vendor Name FRONTIER | | | | | Total Vendor Amount 1,634.94 |
| Payment Type Check | Payment Number 209960 | | Payment Date 02/05/2024 | Payment Amount 1,634.94 | | |
| Payable Number 011924 | Description PHONES/FAX LINES | Payable Date 01/19/2024 | Due Date 01/19/2024 | Discount Amount 0.00 | Payable Amount 1,634.94 | |
| Vendor Number 07243 | Vendor Name FRONTIER NORTH INC | | | | | Total Vendor Amount 1,138.06 |
| Payment Type Check | Payment Number 209961 | | Payment Date 02/05/2024 | Payment Amount 1,138.06 | | |
| Payable Number 6103R953-S-24020 | Description Monthly Collocation Charges Frontier Building | Payable Date 01/20/2024 | Due Date 01/20/2024 | Discount Amount 0.00 | Payable Amount 1,138.06 | |

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|--|---|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|--|
| Vendor Number INC1445 | Vendor Name GASAWAY DISTRIBUTORS | | | | | Total Vendor Amount 4,553.28 |
| Payment Type Check | Payment Number 209962 | | Payment Date 02/05/2024 | Payment Amount 4,553.28 | | |
| Payable Number 1062802 | Description Snow & Ice Removal Liquid Supply | Payable Date 01/30/2024 | Due Date 01/30/2024 | Discount Amount 0.00 | Payable Amount 4,553.28 | |
| Vendor Number 08833 | Vendor Name GLOBALSTAR USA | | | | | Total Vendor Amount 102.77 |
| Payment Type Check | Payment Number 209963 | | Payment Date 02/05/2024 | Payment Amount 102.77 | | |
| Payable Number 000000063834070 | Description Orbit 100 Plan | Payable Date 01/16/2024 | Due Date 01/16/2024 | Discount Amount 0.00 | Payable Amount 102.77 | |
| Vendor Number 00493 | Vendor Name GROVERS SERVICES, LLC | | | | | Total Vendor Amount 4,800.00 |
| Payment Type Check | Payment Number 209964 | | Payment Date 02/05/2024 | Payment Amount 4,800.00 | | |
| Payable Number 012924 | Description Trimmed/Removed Trees Week of Jan 22nd | Payable Date 01/29/2024 | Due Date 01/29/2024 | Discount Amount 0.00 | Payable Amount 4,800.00 | |
| Vendor Number 10256 | Vendor Name HAWKINS, INC. | | | | | Total Vendor Amount 2,049.50 |
| Payment Type Check | Payment Number 209965 | | Payment Date 02/05/2024 | Payment Amount 2,049.50 | | |
| Payable Number 6673193 | Description Azone 15 1lb Mini-Bulk | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 2,049.50 | |
| Vendor Number INC1268 | Vendor Name HERNANDEZ, AUTUMN | | | | | Total Vendor Amount 50.00 |
| Payment Type Check | Payment Number 209966 | | Payment Date 02/05/2024 | Payment Amount 50.00 | | |
| Payable Number 013124 | Description Cel Phone Reimbursement | Payable Date 01/31/2024 | Due Date 01/31/2024 | Discount Amount 0.00 | Payable Amount 50.00 | |
| Vendor Number 10454 | Vendor Name HOTSYS EQUIPMENT CO. | | | | | Total Vendor Amount 325.10 |
| Payment Type Check | Payment Number 209967 | | Payment Date 02/05/2024 | Payment Amount 325.10 | | |
| Payable Number 25005 | Description Maintenance For Hotsy Pressure Washer | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 325.10 | |
| Vendor Number 05890 | Vendor Name ICC - PUBLIC UTILITY FUND | | | | | Total Vendor Amount 19.10 |
| Payment Type Check | Payment Number 209968 | | Payment Date 02/05/2024 | Payment Amount 19.10 | | |
| Payable Number 012424 | Description Annual Gross Revenue Return for 911 Revenue | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 19.10 | |
| Vendor Number 01168 | Vendor Name IL DEPT OF PUBLIC HEALTH | | | | | Total Vendor Amount 1,640.00 |
| Payment Type Check | Payment Number 209969 | | Payment Date 02/05/2024 | Payment Amount 1,640.00 | | |
| Payable Number 012924 | Description IL Dept. of Pubic Health - Vital Records | Payable Date 01/29/2024 | Due Date 01/29/2024 | Discount Amount 0.00 | Payable Amount 1,640.00 | |

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|---|--|-----------------------------------|-------------------------------|--------------------------------|-----------------------------------|--|
| Vendor Number 00286 | Vendor Name IL MUNICIPAL UTILITIES ASSOC | | | | | Total Vendor Amount 1,500.00 |
| Payment Type Check | Payment Number 209970 | | | | Payment Date 02/05/2024 | Payment Amount 1,500.00 |
| Payable Number LR-24-001 | Description APPA Legislative Rally Registration | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 1,500.00 | |
| Vendor Number 08338 | Vendor Name IL PUBLIC WORKS MUTUAL AID NETWORK | | | | | Total Vendor Amount 25.00 |
| Payment Type Check | Payment Number 209971 | | | | Payment Date 02/05/2024 | Payment Amount 25.00 |
| Payable Number 2460 | Description 2024 IPWMAN Dues | Payable Date 12/11/2023 | Due Date 12/11/2023 | Discount Amount 0.00 | Payable Amount 25.00 | |
| Vendor Number 06089 | Vendor Name IP COMMUNICATIONS, INC. | | | | | Total Vendor Amount 125.00 |
| Payment Type Check | Payment Number 209972 | | | | Payment Date 02/05/2024 | Payment Amount 125.00 |
| Payable Number 19399 | Description VOIP Consulting Services | Payable Date 01/22/2024 | Due Date 01/22/2024 | Discount Amount 0.00 | Payable Amount 125.00 | |
| Vendor Number 06784 | Vendor Name J.F. AHERN CO. | | | | | Total Vendor Amount 2,189.00 |
| Payment Type Check | Payment Number 209973 | | | | Payment Date 02/05/2024 | Payment Amount 2,189.00 |
| Payable Number 626322 | Description Sprinkler Inspection Fire Supression System | Payable Date 01/11/2024 | Due Date 01/11/2024 | Discount Amount 0.00 | Payable Amount 496.00 | |
| Payable Number 627683 | Description Special Hazards Inspections/Fire Supression System | Payable Date 01/18/2024 | Due Date 01/18/2024 | Discount Amount 0.00 | Payable Amount 1,693.00 | |
| Vendor Number 05282 | Vendor Name JOHNSON TRACTOR | | | | | Total Vendor Amount 68.08 |
| Payment Type Check | Payment Number 209974 | | | | Payment Date 02/05/2024 | Payment Amount 68.08 |
| Payable Number WR63018 | Description Kubota Repair- Rattling Noise | Payable Date 01/27/2024 | Due Date 01/27/2024 | Discount Amount 0.00 | Payable Amount 68.08 | |
| Vendor Number 09056 | Vendor Name KOVACS, RYAN | | | | | Total Vendor Amount 287.14 |
| Payment Type Check | Payment Number 209975 | | | | Payment Date 02/05/2024 | Payment Amount 287.14 |
| Payable Number 011924 | Description Officer Training Reimbursement | Payable Date 01/19/2024 | Due Date 01/19/2024 | Discount Amount 0.00 | Payable Amount 287.14 | |
| Vendor Number 00342 | Vendor Name LAWSON PRODUCTS, INC. | | | | | Total Vendor Amount 4,985.74 |
| Payment Type Check | Payment Number 209976 | | | | Payment Date 02/05/2024 | Payment Amount 4,985.74 |
| Payable Number 9311247390 | Description Various Supplies For Shop | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 300.24 | |
| Payable Number 9311247391 | Description Gloves & Ear Muffs | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 389.40 | |
| Payable Number 9311255220 | Description Bulk Of Hydraulic Hose For All Equipment Repairs | Payable Date 01/29/2024 | Due Date 01/29/2024 | Discount Amount 0.00 | Payable Amount 4,296.10 | |
| Vendor Number 01726 | Vendor Name MIDWEST MAILWORKS, INC | | | | | Total Vendor Amount 428.38 |
| Payment Type Check | Payment Number 209977 | | | | Payment Date 02/05/2024 | Payment Amount 428.38 |
| Payable Number 247103 | Description Complete mailroom service | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 428.38 | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|----------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| 00384 | MONROE TRUCK EQUIPMENT | | | | | 3,465.82 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209978 | | | 02/05/2024 | 3,465.82 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5492686 | Liftmore Valve/Kit/Reel | 01/19/2024 | 01/19/2024 | 0.00 | 3,465.82 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 04021 | MORTON SALT | | | | | 28,717.91 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209979 | | | 02/05/2024 | 28,717.91 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 5402973618 | Road Salt Deliveries | 01/24/2024 | 01/24/2024 | 0.00 | 8,348.44 | |
| 5402978901 | Road Salt Deliveries | 01/29/2024 | 01/29/2024 | 0.00 | 7,950.89 | |
| 5402980817 | Road Salt Deliveries | 01/30/2024 | 01/30/2024 | 0.00 | 12,418.58 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09077 | MULHOLLAND, JAY | | | | | 125.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209980 | | | 02/05/2024 | 125.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 013124 | Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 75.00 | |
| 013124-2 | Cel Phone Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 50.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00415 | NAPA AUTO PARTS ROCHELLE | | | | | 248.49 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209981 | | | 02/05/2024 | 45.44 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 068896 | oil dry | 01/18/2024 | 01/18/2024 | 0.00 | 28.98 | |
| 069019 | cut off wheel | 01/19/2024 | 01/19/2024 | 0.00 | 16.46 | |
| Check | 209982 | | | 02/05/2024 | 203.05 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 069451 | Trailer Brakes Unit R261, 1 Purchased & 1 Returned | 01/25/2024 | 01/25/2024 | 0.00 | -30.92 | |
| 069604 | Small Tools& Battery Charger For Shop | 01/29/2024 | 01/29/2024 | 0.00 | 233.97 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 03302 | NORTH EAST MULTI-REGIONAL | | | | | 400.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209983 | | | 02/05/2024 | 400.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 344347 | Investigation Training | 01/19/2024 | 01/19/2024 | 0.00 | 400.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 05859 | P.F. PETTIBONE & CO. | | | | | 490.65 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209984 | | | 02/05/2024 | 490.65 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 185327 | Traffic Warning Tickets | 01/22/2024 | 01/22/2024 | 0.00 | 490.65 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 09882 | PHILLIPS, VERONICA | | | | | 2,619.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209985 | | | 02/05/2024 | 2,619.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1070 | City Hall Janitorial | 01/26/2024 | 01/26/2024 | 0.00 | 2,619.00 | |

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|---|---|-----------------------------------|-------------------------------|--------------------------------|------------------------------------|-----------------------------------|------------------------------------|
| Vendor Number 01603 | Vendor Name PITNEY BOWES | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209986 | | | | | Payment Date 02/05/2024 | Payment Amount 182.58 |
| Payable Number 1024692537 | Description Postage ink | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 182.58 | | |
| Check 209987 | Description Postage | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 904.00 | | |
| Vendor Number 06127 | Vendor Name POMP'S TIRE SERVICE, INC. | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209988 | | | | | Payment Date 02/05/2024 | Payment Amount 714.10 |
| Payable Number 2110011562 | Description Tire Repair For Unit R126 | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 714.10 | | |
| Vendor Number 00554 | Vendor Name PRINTING ETC., INC. | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209989 | | | | | Payment Date 02/05/2024 | Payment Amount 1,524.20 |
| Payable Number 24-0009 | Description CFL Nightlights promo materials | Payable Date 01/10/2024 | Due Date 01/10/2024 | Discount Amount 0.00 | Payable Amount 1,524.20 | | |
| Vendor Number 06142 | Vendor Name QUEENS TRUCKING & CONSTRUCTION | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209990 | | | | | Payment Date 02/05/2024 | Payment Amount 2,340.00 |
| Payable Number 33151 | Description Hauling Downtown Snow | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 2,340.00 | | |
| Vendor Number 01642 | Vendor Name RAY O'HERRON CO. INC | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209991 | | | | | Payment Date 02/05/2024 | Payment Amount 7.98 |
| Payable Number 2321567 | Description Uniform Allowance. | Payable Date 01/31/2024 | Due Date 01/31/2024 | Discount Amount 0.00 | Payable Amount 7.98 | | |
| Vendor Number 00496 | Vendor Name RK DIXON CO. | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209992 | | | | | Payment Date 02/05/2024 | Payment Amount 165.30 |
| Payable Number IN4988766 | Description City Hall Copier Contract | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 165.30 | | |
| Vendor Number 02241 | Vendor Name ROCHELLE JANITORIAL SUPPLY | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209993 | | | | | Payment Date 02/05/2024 | Payment Amount 317.27 |
| Payable Number 012224-4 | Description Toilet Paper, Paper Towels | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 317.27 | | |
| Vendor Number 00596 | Vendor Name ROCHELLE MUNICIPAL UTILITIES | | | | | Total Vendor Amount | |
| Payment Type Check | Payment Number 209994 | | | | | Payment Date 02/05/2024 | Payment Amount 92,080.00 |
| Payable Number 01/31/2024 | Description Utilities | Payable Date 01/31/2024 | Due Date 01/31/2024 | Discount Amount 0.00 | Payable Amount 92,080.00 | | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|---------------------------|--|--------------|------------|-----------------|----------------|---------------------|
| 00517 | ROCHELLE NEWS-LEADER | | | | | 1,199.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209996 | | | 02/05/2024 | 1,199.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| INV283289 | news paper ad | 01/31/2024 | 01/31/2024 | 0.00 | 1,199.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10798 | ROGERS, JESSICA | | | | | 50.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209997 | | | 02/05/2024 | 50.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 013124 | Cel Phone Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 50.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 11047 | ROSS ELECTRIC, INC. | | | | | 20,825.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209998 | | | 02/05/2024 | 20,825.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 28905 | LED light project for 333 | 12/18/2023 | 12/18/2023 | 0.00 | 11,925.00 | |
| 28930 | Replacement of lights in PD on 2nd floor | 01/19/2024 | 01/19/2024 | 0.00 | 7,975.00 | |
| 28936 | Installation of ethernet cables in PD for bodycams | 01/31/2024 | 01/31/2024 | 0.00 | 925.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| INC1418 | RUNNINGS SUPPLY INC | | | | | 231.74 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 209999 | | | 02/05/2024 | 231.74 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 1039475 | Dial Liquid Soap Refill | 01/23/2024 | 01/23/2024 | 0.00 | 9.99 | |
| 1039623 | Various Supplies For Shop | 01/24/2024 | 01/24/2024 | 0.00 | 217.75 | |
| 1039642 | BELTS FOR FAN IN WELDING SHOP | 01/24/2024 | 01/24/2024 | 0.00 | 4.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00294 | SECURITY LOCK INC. | | | | | 312.50 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 210000 | | | 02/05/2024 | 312.50 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 15859 | Intercom System Maintenance | 01/25/2024 | 01/25/2024 | 0.00 | 312.50 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06600 | SIKICH LLP | | | | | 15,000.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 210001 | | | 02/05/2024 | 15,000.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 40636 | Progress billing 2023 audit | 01/26/2024 | 01/26/2024 | 0.00 | 15,000.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 06794 | TDG COMMUNICATIONS, INC. | | | | | 1,475.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 210002 | | | 02/05/2024 | 1,475.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 18073 | Blackhawk Waterways Guide Advertising | 12/01/2023 | 12/01/2023 | 0.00 | 1,475.00 | |
| | | | | | | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 04062 | TESREAU, SAMUEL | | | | | 50.00 |
| Payment Type | Payment Number | | | Payment Date | Payment Amount | |
| Check | 210003 | | | 02/05/2024 | 50.00 | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 013124 | Cel Phone Reimbursement | 01/31/2024 | 01/31/2024 | 0.00 | 50.00 | |

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|--|---|-----------------------------------|-------------------------------|--------------------------------|------------------------------------|-----------------------------------|---|
| Vendor Number 08076 | Vendor Name TOLIVER, BLAKE | | | | | | Total Vendor Amount 50.00 |
| Payment Type Check | Payment Number 210004 | | | | | Payment Date 02/05/2024 | Payment Amount 50.00 |
| Payable Number 013124 | Description Cel Phone Reimbursement | Payable Date 01/31/2024 | Due Date 01/31/2024 | Discount Amount 0.00 | Payable Amount 50.00 | | |
| Vendor Number 07262 | Vendor Name TOTAL WATER TREATMENT SYSTEMS | | | | | | Total Vendor Amount 32.00 |
| Payment Type Check | Payment Number 210005 | | | | | Payment Date 02/05/2024 | Payment Amount 32.00 |
| Payable Number 1095674 | Description DI Service 2/1-2/29 | Payable Date 01/30/2024 | Due Date 01/30/2024 | Discount Amount 0.00 | Payable Amount 32.00 | | |
| Vendor Number 04351 | Vendor Name TYNDALE COMPANY, INC. | | | | | | Total Vendor Amount 255.70 |
| Payment Type Check | Payment Number 210006 | | | | | Payment Date 02/05/2024 | Payment Amount 255.70 |
| Payable Number 3395011 | Description FR Clothing | Payable Date 01/30/2024 | Due Date 01/30/2024 | Discount Amount 0.00 | Payable Amount 255.70 | | |
| Vendor Number 06269 | Vendor Name UNITED RENTALS | | | | | | Total Vendor Amount 11,710.77 |
| Payment Type Check | Payment Number 210007 | | | | | Payment Date 02/05/2024 | Payment Amount 10,287.87 |
| Payable Number 229462292-001 | Description Scissor Lift Purchase | Payable Date 01/23/2024 | Due Date 01/23/2024 | Discount Amount 0.00 | Payable Amount 10,287.87 | | |
| Payment Type Check | Payment Number 210008 | | | | | Payment Date 02/05/2024 | Payment Amount 1,422.90 |
| Payable Number 226618740-003 | Description Scissor Lift Rental | Payable Date 01/18/2024 | Due Date 01/18/2024 | Discount Amount 0.00 | Payable Amount 1,422.90 | | |
| Vendor Number 00991 | Vendor Name USA BLUEBOOK | | | | | | Total Vendor Amount 1,930.66 |
| Payment Type Check | Payment Number 210009 | | | | | Payment Date 02/05/2024 | Payment Amount 1,930.66 |
| Payable Number INV00254870 | Description Poxygrid Wire Rack Blue 15-16mm | Payable Date 01/24/2024 | Due Date 01/24/2024 | Discount Amount 0.00 | Payable Amount 55.30 | | |
| Payable Number INV00257578 | Description mechanical Switch/30" J-Hook/50ft float switch | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 1,224.54 | | |
| Payable Number INV00259911 | Description filter/Phos/nitrogen/Buffer Yell/Blu?Pnk/Chlorine | Payable Date 01/29/2024 | Due Date 01/29/2024 | Discount Amount 0.00 | Payable Amount 650.82 | | |
| Vendor Number 03510 | Vendor Name UTILITY DYNAMICS CORPORATION | | | | | | Total Vendor Amount 5,970.00 |
| Payment Type Check | Payment Number 210010 | | | | | Payment Date 02/05/2024 | Payment Amount 5,970.00 |
| Payable Number 0124-3209 | Description Repair/Install Conduit | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 3,980.00 | | |
| Payable Number 0125-3209 | Description Repair Conduit/Install Pull Rope | Payable Date 01/25/2024 | Due Date 01/25/2024 | Discount Amount 0.00 | Payable Amount 1,990.00 | | |
| Vendor Number 01104 | Vendor Name VERIZON WIRELESS | | | | | | Total Vendor Amount 79.04 |
| Payment Type Check | Payment Number 210011 | | | | | Payment Date 02/05/2024 | Payment Amount 79.04 |
| Payable Number 9954704740 | Description Phone | Payable Date 01/20/2024 | Due Date 01/20/2024 | Discount Amount 0.00 | Payable Amount 79.04 | | |

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| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
|-------------------------------------|--|--------------|----------------|-----------------|----------------|---------------------|
| 00663 | WESCO RECEIVABLES CORP | | | | | 9,667.00 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 210012 | 02/05/2024 | 9,667.00 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 167678 | Holophan 14ft Light Pole | 01/19/2024 | 01/19/2024 | 0.00 | 9,667.00 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 02259 | WEST SIDE TRACTOR SALES CO | | | | | 632.63 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 210013 | 02/05/2024 | 632.63 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 222088 | Filter For Unit R160 | 01/30/2024 | 01/30/2024 | 0.00 | 632.63 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 10553 | WEX BANK | | | | | 11,906.99 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 210014 | 02/05/2024 | 11,906.99 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| JAN24-ADMIN | Credit | 01/23/2024 | 01/23/2024 | 0.00 | -107.19 | |
| JAN24-COMM DEV | Gas for Comm. Dev. Trucks | 01/23/2024 | 01/23/2024 | 0.00 | 37.07 | |
| JAN24-ELECTRIC DIST | Vehicle Fuel | 01/23/2024 | 01/23/2024 | 0.00 | 2,076.83 | |
| JAN24-ELECTRIC GEN | FUEL FOR D1 | 01/23/2024 | 01/23/2024 | 0.00 | 161.51 | |
| JAN24-FIRE | Fuel | 01/23/2024 | 01/23/2024 | 0.00 | 1,588.73 | |
| JAN24-POLICE | Squad Fuel | 01/23/2024 | 01/23/2024 | 0.00 | 5,822.34 | |
| JAN24-STREETS | Cemetery & Street Fuel For Daily Operations | 01/23/2024 | 01/23/2024 | 0.00 | 649.83 | |
| JAN24-WATER | Vehicle Fuel- Water | 01/23/2024 | 01/23/2024 | 0.00 | 600.32 | |
| JAN24-WR | Vehicle Fuel- Water Rec | 01/23/2024 | 01/23/2024 | 0.00 | 1,077.55 | |
| Vendor Number | Vendor Name | | | | | Total Vendor Amount |
| 00828 | WILLETT, HOFMANN & ASSOC., INC | | | | | 5,409.30 |
| Payment Type | Payment Number | Payment Date | Payment Amount | | | |
| Check | 210015 | 02/05/2024 | 5,409.30 | | | |
| Payable Number | Description | Payable Date | Due Date | Discount Amount | Payable Amount | |
| 35325 | Flagg Rd and 20th PH2 Engineering design ROW plats | 01/26/2024 | 01/26/2024 | 0.00 | 948.00 | |
| 35326 | 2nd Ave reconstruction PH2 Engineering design | 01/26/2024 | 01/26/2024 | 0.00 | 4,461.30 | |

Payment Summary

| Bank Code | Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------------|------------------|------------------|----------|------------|
| Allocated Cash | Check | 124 | 82 | 0.00 | 306,998.29 |
| Allocated Cash | Voided **Void Check | 0 | 1 | 0.00 | 0.00 |
| Packet Totals: | | 124 | 83 | 0.00 | 306,998.29 |

Cash Fund Summary

| Fund | Name | Amount |
|----------------|-----------------|-------------|
| 91 | Cash Allocation | -306,998.29 |
| Packet Totals: | | -306,998.29 |



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Council Payroll Check Register

Employee Pay Summary

Pay Period: 1/8/2024-1/21/2024

Packet: PYPKT00717 - PPE 01.21.24
Payroll Set: Payroll Set 01 - 01

| Employee | Employee # | Payment Date | Number | Net |
|-------------------------|-----------------------|--------------|--------|----------|
| ADAMS, GARRY | 00102 | 01/26/2024 | 8481 | 1,090.27 |
| AJVAZI, SENADA | 00408 | 01/26/2024 | 8376 | 1,855.53 |
| ANATRA, NICK | 00508 | 01/26/2024 | 8476 | 2,305.75 |
| ANAYA, PEDRO | 00592 | 01/26/2024 | 8377 | 1,852.86 |
| ANDERSON, JASON T | 00296 | 01/26/2024 | 8457 | 3,208.22 |
| ARTEAGA, ROSAELIA | 00536 | 01/26/2024 | 1198 | 168.08 |
| BAKKER, CODY | 00539 | 01/26/2024 | 8428 | 231.42 |
| BANESKI, ELVIS | 00379 | 01/26/2024 | 8378 | 3,182.77 |
| BEARROWS, JOHN B | 00453 | 01/26/2024 | 8365 | 694.41 |
| BECK, JOHN M | 00141 | 01/26/2024 | 8454 | 3,766.34 |
| BECK, CORY | 00294 | 01/26/2024 | 8379 | 2,136.57 |
| BEERY, RYAN T | 00340 | 01/26/2024 | 8380 | 2,982.98 |
| BELMONTE, ROCIO | 00423 | 01/26/2024 | 8371 | 1,246.74 |
| BERKELEY, REBECCA | 00575 | 01/26/2024 | 8429 | 178.29 |
| BETTNER, DANIELLE | 00531 | 01/26/2024 | 8498 | 1,962.13 |
| BINGHAM, NANCY L | 00380 | 01/26/2024 | 8507 | 2,808.06 |
| BJORNEBY, JACOB | 00469 | 01/26/2024 | 8482 | 3,189.71 |
| BOEHLE, MATTHEW | 00444 | 01/26/2024 | 8483 | 1,666.25 |
| BOEHM, MARK | 00556 | 01/26/2024 | 8508 | 1,608.96 |
| BRASS, NATHANIEL W | 00566 | 01/26/2024 | 1199 | 2,656.09 |
| BRIDGEMAN, KYLE C | 00478 | 01/26/2024 | 8460 | 2,318.57 |
| BRUST, PATRICK | 00490 | 01/26/2024 | 8501 | 3,345.28 |
| BURDIN, JASON E | 00263 | 01/26/2024 | 8484 | 2,543.96 |
| BURDIN, GARRETT EDWARD | 00610 | 01/26/2024 | 8505 | 26.21 |
| CARDOTT, CHRISTINA | 00317 | 01/26/2024 | 8509 | 2,533.94 |
| CARLS, TYLER J | 00179 | 01/26/2024 | 8412 | 2,950.32 |
| CECH, ERIC T | 00393 | 01/26/2024 | 8468 | 2,219.14 |
| CHRISTOPHERSON, TYLER | 00483 | 01/26/2024 | 8413 | 4,242.64 |
| CONDON, JILLIAN | 00545 | 01/26/2024 | 8510 | 2,482.90 |
| COX, JOHNATHAN M | 00616 | 01/26/2024 | 8439 | 3,470.27 |
| COX, CHRISTOPHER T | 00446 | 01/26/2024 | 8485 | 3,070.80 |
| CRAWFORD, ERIK L | 00123 | 01/26/2024 | 8440 | 4,805.94 |
| CUNNINGHAM, ANDREW R | 00027 | 01/26/2024 | 8469 | 3,673.78 |
| DAUGHERTY, MICHAEL A | 00559 | 01/26/2024 | 8441 | 3,779.87 |
| DICKSON, EVAN | 00609 | 01/26/2024 | 8381 | 642.88 |
| DOUGHERTY, KENNETH R | 00418 | 01/26/2024 | 8414 | 4,191.94 |
| EDWARDS, BRIAN E | 00181 | 01/26/2024 | 8415 | 2,000.91 |
| ELDRED, HANNAH G | 00589 | 01/26/2024 | 8382 | 646.48 |
| EVANS, BILLY GREGG | 00550 | 01/26/2024 | 8430 | 405.97 |
| FIEGENSCHUH, JEFFREY | 00463 | 01/26/2024 | 8374 | 4,169.42 |
| FLANAGAN, ROBERT H | 00383 | 01/26/2024 | 8442 | 2,277.51 |
| FLORES, ARACELI | 00612 | 01/26/2024 | 8493 | 1,368.81 |
| FOWLER, KAYLEE | 00554 | 01/26/2024 | 8470 | 2,378.33 |
| FRANKENBERRY, PHILLIP C | 00030 | 01/26/2024 | 8383 | 2,255.39 |
| FRIDAY, MARGARET F | 00297 | 01/26/2024 | 8458 | 2,653.59 |
| FULGENCIO, MICKAYA | 00577 | 01/26/2024 | 8494 | 959.28 |
| GERARD, MATTHEW L | 00368 | 01/26/2024 | 8384 | 749.15 |
| GILLIAM, JAMES R | 00322 | 01/26/2024 | 1200 | 3,804.29 |
| GILLIS, AUSTIN | 00413 | 01/26/2024 | 8431 | 855.55 |
| GILLIS, ANGELA | 00192 | 01/26/2024 | 8416 | 1,089.36 |
| GOOD, JEREMY M | 00334 | 01/26/2024 | 8417 | 4,087.13 |

| Employee | Employee # | Payment Date | Number | Net |
|-----------------------|-----------------------|--------------|--------|----------|
| HAAN, WILLIAM A | 00270 | 01/26/2024 | 8385 | 3,768.92 |
| HAMILTON, MITCH A | 00425 | 01/26/2024 | 8506 | 3,025.71 |
| HARRINGTON, DAMEN | 00608 | 01/26/2024 | 8386 | 689.66 |
| HAYES, WILLIAM T | 00250 | 01/26/2024 | 8366 | 173.36 |
| HELGREN, CURTIS | 00476 | 01/26/2024 | 8418 | 3,053.59 |
| HERNANDEZ, AUTUMN | 00557 | 01/26/2024 | 8495 | 2,160.84 |
| HERRING, ANDREW J | 00594 | 01/26/2024 | 8387 | 2,050.57 |
| HEUER, CASEY | 00552 | 01/26/2024 | 8502 | 2,167.40 |
| HOLDEN, ERIC | 00569 | 01/26/2024 | 8500 | 1,653.13 |
| HORN, WENDY E | 00058 | 01/26/2024 | 8450 | 1,804.13 |
| HOWARD, CASEY | 00555 | 01/26/2024 | 8486 | 2,480.33 |
| HUDETZ, MICHAEL L | 00422 | 01/26/2024 | 8504 | 1,663.38 |
| HUERAMO, BIANCA | 00572 | 01/26/2024 | 8388 | 969.68 |
| HUERAMO, CRYSTAL | 00615 | 01/26/2024 | 8496 | 1,093.72 |
| HUERAMO, ROSE MARY | 00415 | 01/26/2024 | 8372 | 2,006.47 |
| ISLEY, TIMOTHY P | 00249 | 01/26/2024 | 8443 | 2,709.58 |
| JACKSON, SYDNEY L | 00562 | 01/26/2024 | 8390 | 1,838.13 |
| JACKSON, CANDICE | 00551 | 01/26/2024 | 8389 | 1,322.07 |
| JAKYMIW, JAMES M | 00367 | 01/26/2024 | 8391 | 2,639.61 |
| JOHNSON, TODD A | 00069 | 01/26/2024 | 8487 | 3,232.64 |
| JOHNSON, BENJAMIN C | 00166 | 01/26/2024 | 8419 | 2,466.15 |
| JOHNSON, JARED | 00048 | 01/26/2024 | 8503 | 1,873.97 |
| KALTENBACH, JOHN L | 00281 | 01/26/2024 | 8392 | 2,510.05 |
| KELLER, DANIEL W | 00211 | 01/26/2024 | 8461 | 2,508.52 |
| KEPKA, JASON | 00618 | 01/26/2024 | 8432 | 273.17 |
| KNIGHT, JAMES WALKER | 00585 | 01/26/2024 | 8477 | 2,679.81 |
| KNIGHT, MICHELLE | 00174 | 01/26/2024 | 8451 | 1,905.57 |
| KNIGHT, NOAH | 00600 | 01/26/2024 | 8393 | 1,974.77 |
| KOVACS, RYAN | 00384 | 01/26/2024 | 8394 | 2,253.11 |
| LANNING, ADAM | 00392 | 01/26/2024 | 8462 | 3,442.64 |
| LEWIS, JOSH R | 00338 | 01/26/2024 | 8420 | 3,473.72 |
| LODICO, TREY | 00613 | 01/26/2024 | 8421 | 2,026.56 |
| LUXTON, TOD | 00535 | 01/26/2024 | 8463 | 2,353.13 |
| LYNCH, MATTHEW ROBERT | 00611 | 01/26/2024 | 8433 | 440.49 |
| MANNING, CASSIDY C | 00424 | 01/26/2024 | 8488 | 2,131.00 |
| MCDERMOTT, THOMAS | 00063 | 01/26/2024 | 8368 | 165.14 |
| MCDERMOTT, DANIEL W | 00038 | 01/26/2024 | 8367 | 118.08 |
| MCGILL, MICHAEL | 00462 | 01/26/2024 | 8434 | 496.78 |
| MEDINE, JUSTIN | 00487 | 01/26/2024 | 8471 | 1,986.74 |
| MESSER, NOAH | 00581 | 01/26/2024 | 8435 | 608.79 |
| MILLER, RYAN | 00540 | 01/26/2024 | 8472 | 1,953.34 |
| MILOS, KRISTOFER | 00512 | 01/26/2024 | 8444 | 4,466.04 |
| MITCHELL, ANGELA K | 00163 | 01/26/2024 | 8409 | 162.04 |
| MONTERO, DAVID S | 00601 | 01/26/2024 | 8436 | 178.29 |
| MORRIS, MANDI R | 00168 | 01/26/2024 | 8497 | 1,469.08 |
| MOWRY, TROY | 00324 | 01/26/2024 | 8489 | 4,485.30 |
| MUELLER, JESSICA CM | 00510 | 01/26/2024 | 8473 | 2,167.89 |
| MULHOLLAND, JAY A | 00442 | 01/26/2024 | 8464 | 2,570.58 |
| MUSSELMAN, JEFFREY J | 00200 | 01/26/2024 | 8474 | 2,374.21 |
| NAMBO, LUISA | 00273 | 01/26/2024 | 8395 | 1,808.17 |
| NEUENKIRCHEN, RYAN J | 00590 | 01/26/2024 | 8475 | 1,674.65 |
| OLSZEWSKI, ROBIN L | 00373 | 01/26/2024 | 8396 | 1,624.42 |
| OLSZEWSKI, BRITTANY | 00546 | 01/26/2024 | 8373 | 731.62 |
| OWEN, TREVOR D | 00399 | 01/26/2024 | 8398 | 2,862.57 |
| OWEN, ALISON | 00409 | 01/26/2024 | 8397 | 1,555.59 |
| PATTERSON, PRISCILLA | 00523 | 01/26/2024 | 8410 | 167.33 |
| PAVIA, PETER | 00485 | 01/26/2024 | 8399 | 3,208.06 |
| PEARSON, ROGER | 00522 | 01/26/2024 | 8411 | 162.04 |
| PEASE, MICHELLE J | 00222 | 01/26/2024 | 8452 | 2,584.16 |

| Employee | Employee # | Payment Date | Number | Net |
|-------------------------|-----------------------|--------------|----------------|-------------------|
| PLAZA, JONATHAN | 00524 | 01/26/2024 | 8422 | 2,898.13 |
| POWELL, KORTNEY | 00607 | 01/26/2024 | 8437 | 356.58 |
| PREWETT, ZACHARY | 00327 | 01/26/2024 | 8423 | 4,270.27 |
| RANGEL, DWAYNE | 00455 | 01/26/2024 | 8465 | 1,999.11 |
| RIVERA, ANGEL | 00606 | 01/26/2024 | 8400 | 2,562.88 |
| RODABAUGH, AARON C | 00213 | 01/26/2024 | 8401 | 3,391.25 |
| ROGDE, ANDREW C | 00410 | 01/26/2024 | 8490 | 1,761.63 |
| ROGERS, JESSICA E | 00530 | 01/26/2024 | 8511 | 1,797.44 |
| SALINAS, JAVIER | 00538 | 01/26/2024 | 8424 | 2,060.03 |
| SAWLSVILLE, CHRISTOPHER | 00300 | 01/26/2024 | 8438 | 29.72 |
| SAWLSVILLE, DAVID W | 00046 | 01/26/2024 | 8425 | 3,539.59 |
| SCHABACKER, BRAD J | 00348 | 01/26/2024 | 8445 | 3,403.63 |
| SCHECK, PHILLIP D | 00588 | 01/26/2024 | 8478 | 2,484.32 |
| SESTER, JOSEPH R | 00129 | 01/26/2024 | 8402 | 3,950.78 |
| SHAFFER, DUSTIN J | 00480 | 01/26/2024 | 8479 | 2,306.78 |
| SHAW-DICKEY, KATHRYN E | 00452 | 01/26/2024 | 8369 | 168.08 |
| SILVA, EDGAR Q | 00593 | 01/26/2024 | 8404 | 1,932.58 |
| SILVA, BARTOLOME | 00586 | 01/26/2024 | 8403 | 2,191.24 |
| SMART, CLIFFORD A | 00127 | 01/26/2024 | 8466 | 3,495.61 |
| SPEARS, NICHOLAS J | 00362 | 01/26/2024 | 8446 | 4,329.15 |
| STARR, GEOFFREY | 00495 | 01/26/2024 | 8453 | 2,304.82 |
| SULLIVAN, JAMEY A | 00356 | 01/26/2024 | 8491 | 3,856.00 |
| SUNESON, SARA L | 00252 | 01/26/2024 | 8499 | 1,529.88 |
| SWANSON, CARMEN | 00541 | 01/26/2024 | 8405 | 1,068.26 |
| TESREAU, SAMUEL C | 00276 | 01/26/2024 | 8455 | 3,772.56 |
| THOMPSON, JENNIFER R | 00364 | 01/26/2024 | 8375 | 3,454.69 |
| TIMM, NATHAN K | 00414 | 01/26/2024 | 8447 | 3,115.58 |
| TOLIVER, BLAKE A | 00205 | 01/26/2024 | 8492 | 3,115.50 |
| UNDERWOOD, JASON M | 00217 | 01/26/2024 | 8426 | 3,574.80 |
| VALDIVIESO, BENJAMIN | 00599 | 01/26/2024 | 8370 | 93.08 |
| VANKIRK, COLTON | 00496 | 01/26/2024 | 8448 | 3,277.20 |
| VANVICKLE, ZECHARIAH | 00548 | 01/26/2024 | 8427 | 2,513.00 |
| VILLALOBOS, EDDIE V | 00560 | 01/26/2024 | 8449 | 2,857.23 |
| WARD, CURTIS W | 00331 | 01/26/2024 | 8456 | 2,118.91 |
| WATERS, SHANE A | 00430 | 01/26/2024 | 8480 | 2,379.66 |
| WEEKS, JOYCE L | 00401 | 01/26/2024 | 8459 | 476.26 |
| WILLIAMS, DAWSON | 00517 | 01/26/2024 | 8467 | 3,178.59 |
| WITT, ADAM | 00605 | 01/26/2024 | 8406 | 2,259.85 |
| WITTENBERG, MATTHEW E | 00282 | 01/26/2024 | 8407 | 2,520.05 |
| WRIGHT, ABBY | 00489 | 01/26/2024 | 8408 | 1,975.34 |
| ZICK, BRITTNEY | 00571 | 01/26/2024 | 8512 | 2,307.73 |
| | | | Totals: | 327,865.32 |

Special Event Council Request

Event Type: Check all that apply

☐ Community Event

☐ Fireworks

☐ Parade

☐ Festival

☐ Fundraiser

☒ Other: Girl scouts cookie booth

Event Name:

Drive thru Girl scout cookies

Event Date & Time

Feb 24th, 2024; March 3rd 2024

Location/Route:

City parking lot at Hickory grove open lot

Contact Name & Organization:

Girl scout troop #409 Heather Simo

Contact Phone:

8156740825

Contact E-Mail:

heathermichelle76@gmail.com

Alcoholic Beverages

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

[Special Event Liquor Checklist](#)

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



Served/Sold



Neither

Name of business/organization providing alcohol:

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

.....

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

Water & Electricity

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

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

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

- ☐ Yes
- ☒ No

Street & Parking Lot Closures

Are parking lot closures requested?

☐ Yes

☒ No

Downtown Parking Lots

Downtown Parking Lot Options



If so, which parking lots?

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


Is a street closure requested?

- ☐ Yes
- ☒ No

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

.....

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

 inbound8245973...

Event Coordinators must agree to the following:

Please agree to the following: *




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



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

Insurance

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

 inbound8068556...

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

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Google Forms

File Attachments for Item:

2. An Ordinance Authorizing the Notice of Intent to Award Contract to Williams Brothers Construction, Inc.

**ROCHELLE CITY COUNCIL
REGULAR MEETING 2/12/24
AGENDA ITEM NO. 2**

SUBJECT: Approve an Ordinance for the Wastewater Treatment Plant upgrades phase 2 notice of intent to award.

Staff Contact: Adam Lanning

Summary: The city held a bid opening on December 21st, 2023 for the phase 2 wastewater treatment plant upgrades and received 2 proposals. Each bid was opened and read aloud with base bids ranging from \$10,670,000 to \$11,675,000. The engineering cost estimate was \$8,705,000 with the base bid 22.6% over that estimate. This project was originally bid in 2022 and after rejecting the bids due to the excessive costs a redesign was done to reduce the overall cost. This project will be financed through the IEPA WPCRF program and currently includes \$3.4 million in principal forgiveness and a 20 year term at 1.36%. Willet Hoffmann conducted a rate analysis to determine the cost impact to users over the next 5 years and ranges from 2.2% to 3.2% annual increases to cover the loan payment plus all additional O&M costs. These projected rate increases fall within the projections from the previous rate analysis. The first step in project approval is to sign a notice of intent to award the project contingent on the IEPA issuing the loan agreement.

Timeline for project:

Bids Advertisement - Complete

Pre-bid meeting - Complete

Bid Opening - Complete

Bid Award – February 12th 2024

Loan Agreement Obtained - March 8th 2024

Preconstruction Meeting - March 27th 2024

Construction Start - May 1st, 2024

Final - June, 2025

Funding Sources:

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

Recommendation: Approve an ordinance authorizing the City Manager to sign a notice of intent to award with the IEPA.

Supporting Documents:

Document Link 1

Document Link 2

Document Link 3

NOTICE OF INTENT TO AWARD

To: Williams Brothers
Construction, Inc.

P.O. Box 1366

Peoria, IL 61654

Project Description: Water Reclamation Plant Improvements – Phase II

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Invitation for Bids dated November 6, 2023 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$10,670,000.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 20__.

City of Rochelle
OWNER

By _____

Title Mayor

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD CONTRACT
TO WILLIAMS BROTHERS CONSTRUCTION, INC.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD CONTRACT
TO WILLIAMS BROTHERS CONSTRUCTION, INC.**

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

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

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

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

WHEREAS, in anticipation of Phase II of the improvements at the water reclamation plant, RMU published a request for bids in the Rockford Register Star on November 6, 2023; and

WHEREAS, in accordance with the request for bids, on December 21, 2023, the City properly opened the two (2) bids it received, a summary of the two bids is attached as Exhibit A; and

WHEREAS, the lowest bid was from Williams Brothers Construction, Inc., and was in the amount of \$10,670,000 (a copy of the summary of bids is attached herein as Exhibit A); and

WHEREAS, while the bid is over the Engineer’s Cost Estimate, the proposal meets the City’s specifications for the project; and

WHEREAS, Willett Hofmann Engineering has advised that if the City wants to proceed with Phase II of the water reclamation plant improvements, the City should execute the Notice of Intent to Award (attached herein as Exhibit B); and

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

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

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

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

SECTION TWO: Contingent upon the IEPA’s issuance of a loan agreement, the Mayor and City Council hereby accept and approve the Proposal of Williams Brothers Construction, Inc. for Phase II of the water reclamation plant improvements in the amount of \$10,670,000 and therefore authorize the City Manager or his designee to execute the Notice of Intent to Award (attached as Exhibit B).

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

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

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

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

APPROVED THIS 12th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



January 11, 2024

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

Re: Water Reclamation Plant Improvements – Phase II
Bid Summary and Award
IEPA No. IL175571
WHA No. 1298D20

Dear Adam:

Proposals for the Water Reclamation Plant Improvements – Phase II project were received and opened on December 21, 2023 at 11:00 A.M. at the Rochelle City Council chambers. A total of two (2) proposals were received.

There were three (3) Addenda issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

Bidding Irregularities

None.

Summary of Bids

The low bid of \$10,670,000.00 was \$1,965,000.00 and 22.6% above our Engineer's Cost Estimate of \$8,705,000.00, and it was \$1,005,000.00 below the 2nd bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

WillettHofmann.com

Mr. Adam Lanning
 Rochelle Municipal Utilities
 January 11, 2024
 Page 2

Bid Tabulation

| CONTRACTOR | BID | \$ Over/Under Estimate | % Over/Under Estimate |
|--|------------------|------------------------------|-----------------------------|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 10,670,000.00 | \$ 1,965,000.00 ↑ | 22.6% ↑ |
| IHC Construction Companies, LLC Elgin, IL | \$ 11,675,000.00 | \$ 2,970,000.00 ↑ | 34.1% ↑ |

| CONTRACTOR | ALT. BID NO. 1 Cloth Media Filter | ALT. BID NO. 2 Domestic L.S. Improvements | ALT. BID NO. 3 Clarifier Trough Covers |
|--|---|---|--|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 620,000.00 | \$ 970,000.00 | \$ 220,000.00 |
| IHC Construction Companies, LLC Elgin, IL | \$ 720,000.00 | \$1,030,000.00 | \$ 240,000.00 |

Project Cost Summary

The Water Reclamation Plant Phase II project was originally bid in November 2022 and the low bid was \$13,665,175.00 which was \$4,521,175.00 over the engineer's cost estimate. All bids were rejected, and the scope was reduced to reduce the overall cost of the project. The IEPA Water Pollution Control Revolving Fund (WPCRF) Loan financing a year ago included no principal forgiveness and was a 20-year loan at 0.93% as summarized in the Project Cost Summary table below.

The current IEPA WPCRF Loan financing includes \$3,492,180.00 in principal forgiveness and is a 20-year loan at an interest rate of 1.36% as summarized in the Project Cost Summary Table below. The rebidding of the project reduced the overall project cost by \$3,085,030.00, the loan amount to repay by \$6,577,210.00, and the annual loan payment by \$342,200.00.

There were 3 alternate bids included as part of the project bidding. During our discussion regarding the overall project cost, it was decided to exclude all alternate bids from the project award. Therefore, the cost of the alternate bids included on the bid tab are not included Project Cost Summary Table below.

Mr. Adam Lanning
 Rochelle Municipal Utilities
 January 11, 2024
 Page 3

Project Cost Summary

| | Original Bid Project Cost | Re-bid Project Cost | Increase/(Decrease) |
|-----------------------|------------------------------|------------------------|---------------------|
| Construction | \$13,665,175.00 | \$ 10,670,000.00 | (\$2,995,175.00) |
| Contingency (3%) | \$ 409,955.00 | \$ 320,100.00 | (\$ 89,855.00) |
| Engineering | \$ 650,500.00 | \$ 650,500.00 | \$ 0.00 |
| Total Project Cost | \$14,725,630.00 | \$ 11,640,600.00 | (\$3,085,030.00) |
| Project Financing | | | |
| Principal Forgiveness | \$ 0.00 | \$ 3,492,180.00 | \$3,492,180.00 |
| IEPA Loan to Repay | \$14,725,630.00 | \$ 8,148,420.00 | (\$6,577,210.00) |
| Annual Loan Payment | \$ 810,300.00 | \$ 468,100.00 | \$ 342,200.00 |

Project Award

Williams Brothers Construction, Inc. was the low bidder, and their bid was \$1,965,000.00 and 22.6% above our Engineer's cost estimate. The project scope has been reduced as much as possible and with equipment, materials, and labor prices continuing to rise, there is no guarantee that rejecting all bids and rebidding again will reduce the cost. Also, the IEPA WPCRF loan funding includes principal forgiveness and there is no guarantee City would get principal forgiveness in the future.

If the City wants to proceed with the project, then we recommend the City award the contract, contingent on IEPA approval, to Williams Brothers Construction, Inc. P.O. Box 1366, Peoria, IL 61654 for their low, responsive, responsible bid of \$10,670,000.00.

Enclosed is the Notice of Intent to Award for Williams Brothers Construction, Inc. The Mayor will need to sign the Notice of Intent to Award if the City awards the project. If so, please return the executed Notice of Intent to Award to us for submittal to the IEPA Loan Program.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 
 Mike Long, P.E.

ML:lj
 Encl.
 cc: File

CITY OF ROCHELLE, ILLINOIS
 ROCHELLE MUNICIPAL UTILITIES
 WATER RECLAMATION DIVISION IMPROVEMENTS
 WATER RECLAMATION PLANT IMPROVEMENTS - PHASE II
 WHA No. 1298D20

TABULATION OF BIDS

BID OPENING: December 21, 2023
 11:00 a.m.
 Rochelle City Hall

| CONTRACTOR | | Williams Bros. Const. Inc. IL | Peoria, | IHC Construction Companies, LLC Elgin, IL |
|--|----------------|----------------------------------|---------------|--|
| ADDENDA NOS. | 3 | ✓ | | ✓ |
| SIGNATURE PAGE | 00 41 13-12 | ✓ | | ✓ |
| BID BOND | 00 41 50-1-2 | ✓ | | ✓ |
| DBE BUSINESS PACKAGE | 00 73 16-24-31 | ✓ | | ✓ |
| CERTIFICATION OF NONSEGREGATED FACILITIES | 00 73 16-15 | ✓ | | ✓ |
| NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF... | 00 73 16-16 | ✓ | | ✓ |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ... | 00 73 16-17 | ✓ | | ✓ |
| BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E... | 00 73 16-23 | ✓ | | ✓ |
| BIDDER CERTIFICATION REGARDING USE OF AMERICAN IRON... | 00 73 16-32 | ✓ | | ✓ |
| TOTAL LUMP SUM BASE BID PROPOSAL | | \$ | 10,670,000.00 | \$ 11,675,000.00 |

| | | | | |
|--|--|----|------------|---------------|
| ALTERNATE BID NO. 1 | | | | |
| TERTIARY FILTER REPLACEMENT - CLOTH MEDIA FILTER | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 1 PROPOSAL | | \$ | 620,000.00 | \$ 720,000.00 |

| | | | | |
|---|--|----|------------|-----------------|
| ALTERNATE BID NO. 2 | | | | |
| DOMESTIC LIFT STATION IMPROVEMENTS | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | | \$ | 970,000.00 | \$ 1,030,000.00 |

| | | | | |
|---|--|----|------------|---------------|
| ALTERNATE BID NO. 3 | | | | |
| CLARIFIER EFFLUENT TROUGH LAUNDER COVERS | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | | \$ | 220,000.00 | \$ 240,000.00 |

EXHIBIT B

City of Rochelle

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS
Section 00 52 50 - Notice of Intent to Award

NOTICE OF INTENT TO AWARD

To: Williams Brothers
Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

Project Description: Water Reclamation Plant Improvements – Phase II

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Invitation for Bids dated November 6, 2023 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$10,670,000.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this _____ day of _____, 20__.

City of Rochelle
OWNER
By _____
Title Mayor

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE AUTHORIZING THE NOTICE OF INTENT TO AWARD CONTRACT TO WILLIAMS BROTHERS CONSTRUCTION, INC.” which was adopted by the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of February 2024.

CITY CLERK

File Attachments for Item:

3. A Resolution Authorizing a Loan Agreement with the IEPA

**ROCHELLE CITY COUNCIL
REGULAR MEETING 2/12/24
AGENDA ITEM NO. 2**

SUBJECT: Resolution approving the IEPA loan agreement for Wastewater Treatment Plant upgrades phase 2.

Staff Contact: Adam Lanning

Summary: After authorizing a notice of intent, the City must approve a Water Pollution Control Revolving Fund loan agreement with the IEPA to secure funding for the WWTP upgrades. The total project cost is as follows:

Construction \$10,670,000 for the low bid.
Contingency (3%) \$320,100 per IEPA loan guidelines
Engineering \$650,500
Total Cost \$11,640,600
Principal Forgiveness \$3,492,180
Total Amount to Repay \$8,148,420

The annual repayment after principal forgiveness will be \$468,100 and the City will not begin repayment until the project is complete. The term of the loan is 20 years at 1.36% and we anticipate IEPA final approval of the loan in March 2024.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|-----------------|------------------|-----------------------|
| IEPA WPCRF Loan | \$15,000,000 | \$11,640,000 |
| | | |
| | | |

Recommendation: Approve a resolution authorizing the Mayor to sign a WPCRF loan agreement with the IEPA.

Supporting Documents:

Document Link 1
Document Link 2
Document Link 3

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY**

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

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

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

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

WHEREAS, the Illinois Environmental Protection Agency (“IEPA”) has a Water Pollution Control Revolving Fund (“WPCRF”) that provides low interest and partially forgivable loans for wastewater plants; and

WHEREAS, Phase II of the City’s wastewater treatment plant improvements were bid out a cost of \$10,670,000; and

WHEREAS, a three percent (3%) contingency of that expense is \$320,100; and

WHEREAS, engineering costs for Phase II of the project are \$650,500; and

WHEREAS, therefore the total estimated cost of Phase II of the wastewater plant improvements is \$11,640,600; and

WHEREAS, in order to obtain a low interest loan with partial forgiveness for Phase II of the wastewater treatment plant improvements, the City needs to enter into a loan agreement with the Illinois Environmental Protection Agency; and

WHEREAS, the City is seeking a IEPA WPCRF loan in the amount of \$11,640,000; \$3,492,180 to be forgiven, and \$8,148,420 to be repaid by the City after the project is completed; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to approve a loan agreement with the Illinois Environmental Protection Agency.

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby authorize the City Manager and/or his designee to execute a Water Pollution Control Revolving Fund loan agreement with the Illinois Environmental Protection Agency in an amount not to exceed \$11,640,000, subject to review and revision as to form by the City Attorney.

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

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

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

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

APPROVED THIS 12th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, "A RESOLUTION AUTHORIZING A LOAN AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY" which was adopted by the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of February 2024.

CITY CLERK

File Attachments for Item:

4. An Ordinance Accepting and Approving the Proposal of Williams Brothers Construction, Inc. Pursuant to the Request for Bids for Phase II of Water Reclamation Plant Improvements

**ROCHELLE CITY COUNCIL
REGULAR MEETING 2/12/24
AGENDA ITEM NO. 2**

SUBJECT: Ordinance approving and accepting construction contract for wastewater treatment plant upgrades phase 2 contingent upon IEPA loan approval.

Staff Contact: Adam Lanning

Summary: After authorizing a notice of intent and approval of a loan agreement with the IEPA to secure funding for the WWTP upgrades, the final step for project approval is a construction contract with Williams Brothers Construction in the amount of \$10,670,000 for the base bid. Approval of this contract is contingent upon final approval and acceptance of a loan agreement with IEPA that will cover design, construction and contingency for the project.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|-----------------|------------------|-----------------------|
| IEPA WPCRF Loan | \$15,000,000 | \$10,670,000 |
| | | |
| | | |

Recommendation: Approve an ordinance authorizing the City Manager to sign a contract with William's Brothers Construction accepting the base bid of \$10,670,000 and reject all other bids.

Supporting Documents:

Document Link 1

Document Link 2

Document Link 3



January 11, 2024

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

Re: Water Reclamation Plant Improvements – Phase II
Bid Summary and Award
IEPA No. IL175571
WHA No. 1298D20

Dear Adam:

Proposals for the Water Reclamation Plant Improvements – Phase II project were received and opened on December 21, 2023 at 11:00 A.M. at the Rochelle City Council chambers. A total of two (2) proposals were received.

There were three (3) Addenda issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

Bidding Irregularities

None.

Summary of Bids

The low bid of \$10,670,000.00 was \$1,965,000.00 and 22.6% above our Engineer's Cost Estimate of \$8,705,000.00, and it was \$1,005,000.00 below the 2nd bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Bid Tabulation

| CONTRACTOR | BID | \$ Over/Under Estimate | % Over/Under Estimate |
|--|------------------|------------------------------|-----------------------------|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 10,670,000.00 | \$ 1,965,000.00 ↑ | 22.6% ↑ |
| IHC Construction Companies, LLC Elgin, IL | \$ 11,675,000.00 | \$ 2,970,000.00 ↑ | 34.1% ↑ |

| CONTRACTOR | ALT. BID NO. 1 Cloth Media Filter | ALT. BID NO. 2 Domestic L.S. Improvements | ALT. BID NO. 3 Clarifier Trough Covers |
|--|---|---|--|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 620,000.00 | \$ 970,000.00 | \$ 220,000.00 |
| IHC Construction Companies, LLC Elgin, IL | \$ 720,000.00 | \$1,030,000.00 | \$ 240,000.00 |

Project Cost Summary

The Water Reclamation Plant Phase II project was originally bid in November 2022 and the low bid was \$13,665,175.00 which was \$4,521,175.00 over the engineer's cost estimate. All bids were rejected, and the scope was reduced to reduce the overall cost of the project. The IEPA Water Pollution Control Revolving Fund (WPCRF) Loan financing a year ago included no principal forgiveness and was a 20-year loan at 0.93% as summarized in the Project Cost Summary table below.

The current IEPA WPCRF Loan financing includes \$3,492,180.00 in principal forgiveness and is a 20-year loan at an interest rate of 1.36% as summarized in the Project Cost Summary Table below. The rebidding of the project reduced the overall project cost by \$3,085,030.00, the loan amount to repay by \$6,577,210.00, and the annual loan payment by \$342,200.00.

There were 3 alternate bids included as part of the project bidding. During our discussion regarding the overall project cost, it was decided to exclude all alternate bids from the project award. Therefore, the cost of the alternate bids included on the bid tab are not included Project Cost Summary Table below.

Project Cost Summary

| | Original Bid Project Cost | Re-bid Project Cost | Increase/(Decrease) |
|-----------------------|------------------------------|------------------------|---------------------|
| Construction | \$13,665,175.00 | \$ 10,670,000.00 | (\$2,995,175.00) |
| Contingency (3%) | \$ 409,955.00 | \$ 320,100.00 | (\$ 89,855.00) |
| Engineering | \$ 650,500.00 | \$ 650,500.00 | \$ 0.00 |
| Total Project Cost | \$14,725,630.00 | \$ 11,640,600.00 | (\$3,085,030.00) |
| Project Financing | | | |
| Principal Forgiveness | \$ 0.00 | \$ 3,492,180.00 | \$3,492,180.00 |
| IEPA Loan to Repay | \$14,725,630.00 | \$ 8,148,420.00 | (\$6,577,210.00) |
| Annual Loan Payment | \$ 810,300.00 | \$ 468,100.00 | \$ 342,200.00 |

Project Award

Williams Brothers Construction, Inc. was the low bidder, and their bid was \$1,965,000.00 and 22.6% above our Engineer's cost estimate. The project scope has been reduced as much as possible and with equipment, materials, and labor prices continuing to rise, there is no guarantee that rejecting all bids and rebidding again will reduce the cost. Also, the IEPA WPCRF loan funding includes principal forgiveness and there is no guarantee City would get principal forgiveness in the future.

If the City wants to proceed with the project, then we recommend the City award the contract, contingent on IEPA approval, to Williams Brothers Construction, Inc. P.O. Box 1366, Peoria, IL 61654 for their low, responsive, responsible bid of \$10,670,000.00.

Enclosed is the Notice of Intent to Award for Williams Brothers Construction, Inc. The Mayor will need to sign the Notice of Intent to Award if the City awards the project. If so, please return the executed Notice of Intent to Award to us for submittal to the IEPA Loan Program.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 
Mike Long, P.E.

ML:lj
Encl.
cc: File

CITY OF ROCHELLE, ILLINOIS
 ROCHELLE MUNICIPAL UTILITIES
 WATER RECLAMATION DIVISION IMPROVEMENTS
 WATER RECLAMATION PLANT IMPROVEMENTS - PHASE II
 WHA No. 1298D20

TABULATION OF BIDS

BID OPENING: December 21, 2023
 11:00 a.m.
 Rochelle City Hall

Section VI, Item 4.

| CONTRACTOR | | Williams Bros. Const. Inc. IL | Peoria, | IHC Construction Companies, LLC Elgin, IL |
|--|----------------|----------------------------------|---------------|--|
| ADDENDA NOS. | 3 | ✓ | | ✓ |
| SIGNATURE PAGE | 00 41 13-12 | ✓ | | ✓ |
| BID BOND | 00 41 50-1-2 | ✓ | | ✓ |
| DBE BUSINESS PACKAGE | 00 73 16-24-31 | ✓ | | ✓ |
| CERTIFICATION OF NONSEGREGATED FACILITIES | 00 73 16-15 | ✓ | | ✓ |
| NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF... | 00 73 16-16 | ✓ | | ✓ |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ... | 00 73 16-17 | ✓ | | ✓ |
| BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E... | 00 73 16-23 | ✓ | | ✓ |
| BIDDER CERTIFICATION REGARDING USE OF AMERICAN IRON... | 00 73 16-32 | ✓ | | ✓ |
| TOTAL LUMP SUM BASE BID PROPOSAL | | \$ | 10,670,000.00 | \$ 11,675,000.00 |

| | | | | |
|--|--|----|------------|---------------|
| ALTERNATE BID NO. 1 TERTIARY FILTER REPLCEMENT - CLOTH MEDIA FILTER | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 1 PROPOSAL | | \$ | 620,000.00 | \$ 720,000.00 |

| | | | | |
|---|--|----|------------|-----------------|
| ALTERNATE BID NO. 2 DOMESTIC LIFT STATION IMPROVEMENTS | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | | \$ | 970,000.00 | \$ 1,030,000.00 |

| | | | | |
|---|--|----|------------|---------------|
| ALTERNATE BID NO. 3 CLARIFIER EFFLUENT TROUGH LAUNDER COVERS | | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | | \$ | 220,000.00 | \$ 240,000.00 |

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF WILLIAMS
BROTHERS CONSTRUCTION, INC. PURSUANT TO THE REQUEST FOR BIDS FOR
PHASE II OF WATER RECLAMATION PLANT IMPROVEMENTS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

ORDINANCE NO: _____**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF WILLIAMS BROTHERS CONSTRUCTION, INC. PURSUANT TO THE REQUEST FOR BIDS FOR PHASE II OF WATER RECLAMATION PLANT IMPROVEMENTS**

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

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

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

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

WHEREAS, in anticipation of Phase II of the improvements at the water reclamation plant, RMU published a request for bids in the Rockford Register Star on November 6, 2023; and

WHEREAS, in accordance with the request for bids, on December 21, 2023, the City properly opened the two (2) bids it received, a summary of the two bids is attached as Exhibit A; and

WHEREAS, the lowest bid was from Williams Brothers Construction, Inc., and was in the amount of \$10,670,000; and

WHEREAS, while the bid is over the Engineer’s Cost Estimate, it meets the City’s specifications for the project; and

WHEREAS, Willett Hofmann Engineering has advised that if the City wants to proceed with Phase II of the water reclamation plant improvements, the City should accept the proposal of Williams Brothers Construction, Inc., contingent on Illinois Environmental Protection Agency’s issuance of a loan agreement; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to proceed with Phase II of the water reclamation plant improvements and therefore

accept and approve the proposal from Williams Brothers Construction, Inc., in the amount of \$10,670,000.00 contingent on IEPA’s issuance of a loan agreement.

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

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

SECTION TWO: Contingent on the Illinois Environmental Protection Agency’s issuance of a loan agreement, the Mayor and City Council hereby accept and approve the proposal of Williams Brothers Construction, Inc., for Phase II of the water reclamation plant improvements in the amount of \$10,670,000.00 and authorize the City Manager or his designee to execute any and all necessary agreements to memorialize the terms of said proposal (summarized in Exhibit A) in a form to be reviewed by the City Attorney.

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

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

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

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

APPROVED this 12th day of February 2024.

ATTEST:

City Clerk

Mayor

EXHIBIT A



January 11, 2024

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

Re: Water Reclamation Plant Improvements – Phase II
Bid Summary and Award
IEPA No. IL175571
WHA No. 1298D20

Dear Adam:

Proposals for the Water Reclamation Plant Improvements – Phase II project were received and opened on December 21, 2023 at 11:00 A.M. at the Rochelle City Council chambers. A total of two (2) proposals were received.

There were three (3) Addenda issued prior to the bid opening. All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the bid tabulation is attached for your information.

Bidding Irregularities

None.

Summary of Bids

The low bid of \$10,670,000.00 was \$1,965,000.00 and 22.6% above our Engineer's Cost Estimate of \$8,705,000.00, and it was \$1,005,000.00 below the 2nd bidder. A tabulation of all the bids comparing them to our estimate in dollars and percentages is as follows:

Mr. Adam Lanning
 Rochelle Municipal Utilities
 January 11, 2024
 Page 2

Bid Tabulation

| CONTRACTOR | BID | \$ Over/Under Estimate | % Over/Under Estimate |
|--|------------------|------------------------------|-----------------------------|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 10,670,000.00 | \$ 1,965,000.00 ↑ | 22.6% ↑ |
| IHC Construction Companies, LLC Elgin, IL | \$ 11,675,000.00 | \$ 2,970,000.00 ↑ | 34.1% ↑ |

| CONTRACTOR | ALT. BID NO. 1 Cloth Media Filter | ALT. BID NO. 2 Domestic L.S. Improvements | ALT. BID NO. 3 Clarifier Trough Covers |
|--|---|---|--|
| Williams Brothers Construction, Inc. Peoria, IL | \$ 620,000.00 | \$ 970,000.00 | \$ 220,000.00 |
| IHC Construction Companies, LLC Elgin, IL | \$ 720,000.00 | \$1,030,000.00 | \$ 240,000.00 |

Project Cost Summary

The Water Reclamation Plant Phase II project was originally bid in November 2022 and the low bid was \$13,665,175.00 which was \$4,521,175.00 over the engineer's cost estimate. All bids were rejected, and the scope was reduced to reduce the overall cost of the project. The IEPA Water Pollution Control Revolving Fund (WPCRF) Loan financing a year ago included no principal forgiveness and was a 20-year loan at 0.93% as summarized in the Project Cost Summary table below.

The current IEPA WPCRF Loan financing includes \$3,492,180.00 in principal forgiveness and is a 20-year loan at an interest rate of 1.36% as summarized in the Project Cost Summary Table below. The rebidding of the project reduced the overall project cost by \$3,085,030.00, the loan amount to repay by \$6,577,210.00, and the annual loan payment by \$342,200.00.

There were 3 alternate bids included as part of the project bidding. During our discussion regarding the overall project cost, it was decided to exclude all alternate bids from the project award. Therefore, the cost of the alternate bids included on the bid tab are not included Project Cost Summary Table below.

Mr. Adam Lanning
 Rochelle Municipal Utilities
 January 11, 2024
 Page 3

Project Cost Summary

| | Original Bid Project Cost | Re-bid Project Cost | Increase/(Decrease) |
|-----------------------|------------------------------|------------------------|---------------------|
| Construction | \$13,665,175.00 | \$ 10,670,000.00 | (\$2,995,175.00) |
| Contingency (3%) | \$ 409,955.00 | \$ 320,100.00 | (\$ 89,855.00) |
| Engineering | \$ 650,500.00 | \$ 650,500.00 | \$ 0.00 |
| Total Project Cost | \$14,725,630.00 | \$ 11,640,600.00 | (\$3,085,030.00) |
| Project Financing | | | |
| Principal Forgiveness | \$ 0.00 | \$ 3,492,180.00 | \$3,492,180.00 |
| IEPA Loan to Repay | \$14,725,630.00 | \$ 8,148,420.00 | (\$6,577,210.00) |
| Annual Loan Payment | \$ 810,300.00 | \$ 468,100.00 | \$ 342,200.00 |

Project Award

Williams Brothers Construction, Inc. was the low bidder, and their bid was \$1,965,000.00 and 22.6% above our Engineer's cost estimate. The project scope has been reduced as much as possible and with equipment, materials, and labor prices continuing to rise, there is no guarantee that rejecting all bids and rebidding again will reduce the cost. Also, the IEPA WPCRF loan funding includes principal forgiveness and there is no guarantee City would get principal forgiveness in the future.

If the City wants to proceed with the project, then we recommend the City award the contract, contingent on IEPA approval, to Williams Brothers Construction, Inc. P.O. Box 1366, Peoria, IL 61654 for their low, responsive, responsible bid of \$10,670,000.00.

Enclosed is the Notice of Intent to Award for Williams Brothers Construction, Inc. The Mayor will need to sign the Notice of Intent to Award if the City awards the project. If so, please return the executed Notice of Intent to Award to us for submittal to the IEPA Loan Program.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 
 Mike Long, P.E.

ML:lj
 Encl.
 cc: File

CITY OF ROCHELLE, ILLINOIS
 ROCHELLE MUNICIPAL UTILITIES
 WATER RECLAMATION DIVISION IMPROVEMENTS
 WATER RECLAMATION PLANT IMPROVEMENTS - PHASE II
 WHA No. 1298D20

TABULATION OF BIDS

BID OPENING: December 21, 2023
 11:00 a.m.
 Rochelle City Hall

| | | | |
|---|----------------------------------|---------------|--|
| CONTRACTOR | Williams Bros. Const. Inc. IL | Peoria, | IHC Construction Companies, LLC Elgin, IL |
| ADDENDA NOS. 3 | ✓ | | ✓ |
| SIGNATURE PAGE 00 41 13-12 | ✓ | | ✓ |
| BID BOND 00 41 50-1-2 | ✓ | | ✓ |
| DBE BUSINESS PACKAGE 00 73 16-24-31 | ✓ | | ✓ |
| CERTIFICATION OF NONSEGREGATED FACILITIES 00 73 16-15 | ✓ | | ✓ |
| NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF... 00 73 16-16 | ✓ | | ✓ |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ... 00 73 16-17 | ✓ | | ✓ |
| BIDDER CERTIFICATION IN COMPLIANCE WITH ARTICLE 33E... 00 73 16-23 | ✓ | | ✓ |
| BIDDER CERTIFICATION REGARDING USE OF AMERICAN IRON... 00 73 16-32 | ✓ | | ✓ |
| TOTAL LUMP SUM BASE BID PROPOSAL | \$ | 10,670,000.00 | \$ 11,675,000.00 |
| ALTERNATE BID NO. 1 TERTIARY FILTER REPLACEMENT - CLOTH MEDIA FILTER | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 1 PROPOSAL | \$ | 620,000.00 | \$ 720,000.00 |
| ALTERNATE BID NO. 2 DOMESTIC LIFT STATION IMPROVEMENTS | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | \$ | 970,000.00 | \$ 1,030,000.00 |
| ALTERNATE BID NO. 3 CLARIFIER EFFLUENT TROUGH LAUNDER COVERS | | | |
| TOTAL LUMP SUM ALTERNATE BID NO. 2 PROPOSAL | \$ | 220,000.00 | \$ 240,000.00 |

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF WILLIAMS
BROTHERS CONSTRUCTION, INC. PURSUANT TO THE REQUEST FOR BIDS FOR
PHASE II OF WATER RECLAMATION PLANT IMPROVEMENTS” which was adopted by
the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of February 2024.

CITY CLERK

File Attachments for Item:

5. A Resolution Authorizing a Professional Services Agreement with Teska Associates, Inc.

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: A Resolution Authorizing a Professional Services Agreement with Teska Associates, Inc.

Staff Contact: Michelle Pease, Community Development Director

Summary: As we strive to develop our corridors coming into our community, several areas continue to struggle with vacancies and blight. Specifically, the Caron Ridge Shopping Center in our Eastern corridor has been vacant for multiple years. To assist with the progression of development within this area, the City is exploring economic development tools that would aid in addressing these vacant properties.

A Tax Increment Financing District and a Business Development District are economic development tools that can assist with developing areas that have been vacant for years.

Teska & Associates have put together a consulting agreement to assist with the creation of a TIF and BD District. The total estimated fee is approximately \$20,000.

This fee will include 4 workshops, 1 public hearing and all required text revisions identified within the Plan.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|---|------------------|-----------------------|
| Community Development- Other Professional Services | \$20,000 | \$20,000 |
| | | |

Strategic Plan Goal Application: Economic and Business Development.

AGREEMENT BETWEEN
CITY OF ROCHELLE, ILLINOIS
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of _____, 2024 by and between the City of Rochelle, an *Illinois Municipal Corporation* with offices at **420 North 6th Street, Rochelle, IL 61068**, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201, and 24103 W. Lockport Street Unit #107, Plainfield, Illinois 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with **consulting services related to the creation of a Tax Increment Financing District and/or a Business Improvement District**, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the services described in Attachment "A". The CLIENT designates **Michelle Pease, Community Development Director**, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies

and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROJECT, plus reimbursement for directly-related expenses such as travel (including use of automobiles at \$0.655 per mile, tolls, reproduction, subcontractors, etc.). The billing rates for professional staff are:

| | |
|--------------------|--------------------|
| <i>Pete Iosue</i> | <i>\$145/hour</i> |
| Principals | \$145 – \$200/hour |
| Senior Associates | \$130 - \$135/hour |
| Associates | \$120 – \$125/hour |
| Clerical/Technical | \$60/hour |

Based upon the Scope of Services in Attachment A, the maximum compensation for this project will not exceed **(see attached cost estimate)**. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly.

This cost includes all services outlined in Attachment A: The Scope of Services, as well as normal reimbursable expenses (reproduction, mail/delivery costs). Cost for required notices to the taxing bodies is included. The price does not include the cost of obtaining a legal description, which can likely be provided by the City Engineer. The cost of newspaper publication notices for meetings and mailing costs for the required public meeting and public hearing are dependent upon the final number of PINs and residential addresses within 750ft. of the final Project Area, and are not included.

Each phase may be authorized separately by the City upon completion of the prior phase, if the City prefers. The City would be responsible only for the fees and expenses authorized, and therefore may choose to delay, defer, or terminate the remainder of the phases.

COST ESTIMATE:

| ELIGIBILITY PHASE | COST |
|---------------------------------------|----------|
| Phase 1 – Eligibility Analysis Report | \$10,000 |

The eligibility analysis will evaluate the area for potential TIF and/or BD designation. The project may be terminated after Phase 1 if the eligibility report indicates eligibility is not sufficient to accomplish the City's goals, at no additional cost to the City.

| TAX INCREMENT FINANCING DISTRICT | COST |
|---|----------|
| Phase 2 – Project Redevelopment Plan | \$10,000 |
| Phase 3 – Adoption of Redevelopment Project | \$5,000 |
| Total | \$15,000 |

| BUSINESS IMPROVEMENT DISTRICT | COST |
|--|----------|
| Phase 2 – Development Plan and Program | \$7,500 |
| Phase 3 – Public review and Adoption | \$2,500 |
| Total | \$10,000 |

| COMBINED TIF/BD | COST |
|---|----------|
| Total TIF and BD plan and approval (phases 2 and 3) | \$25,000 |
| 20% reduction for combined projects | \$20,000 |

Total cost excludes required expenses for preparation of a legal description and mailing costs for required notices. Teska has ongoing relationships with local surveyors and engineers, as well as a mailing house that can assist with these additional tasks that fall outside of this scope of services.

| ADDITIONAL SERVICES | COST |
|----------------------------------|------|
| Required Notices and Mailings | TBD |
| Preparation of Legal Description | TBD |

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through **December 31, 2024**.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction in the State of Illinois.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

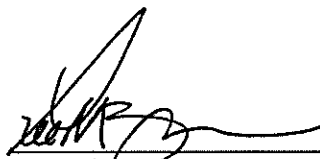
| | |
|---|-------------|
| General Aggregate Limit | \$4,000,000 |
| Products-Completed Operation Aggregate | \$4,000,000 |
| Each Occurrence Limit | \$2,000,000 |
| Medical expense Limit | \$10,000 |
| Auto - Combined Single Limits (each Accident) | \$1,000,000 |
| Excess/Umbrella Liability | \$1,000,000 |
| Workers Compensation (statutory limits) | \$1,000,000 |

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
CITY OF ROCHELLE, IL

BY:


Lee M. Brown, President

BY: _____

Date: January 4, 2024

Date: _____

Tax Increment Financing (TIF)

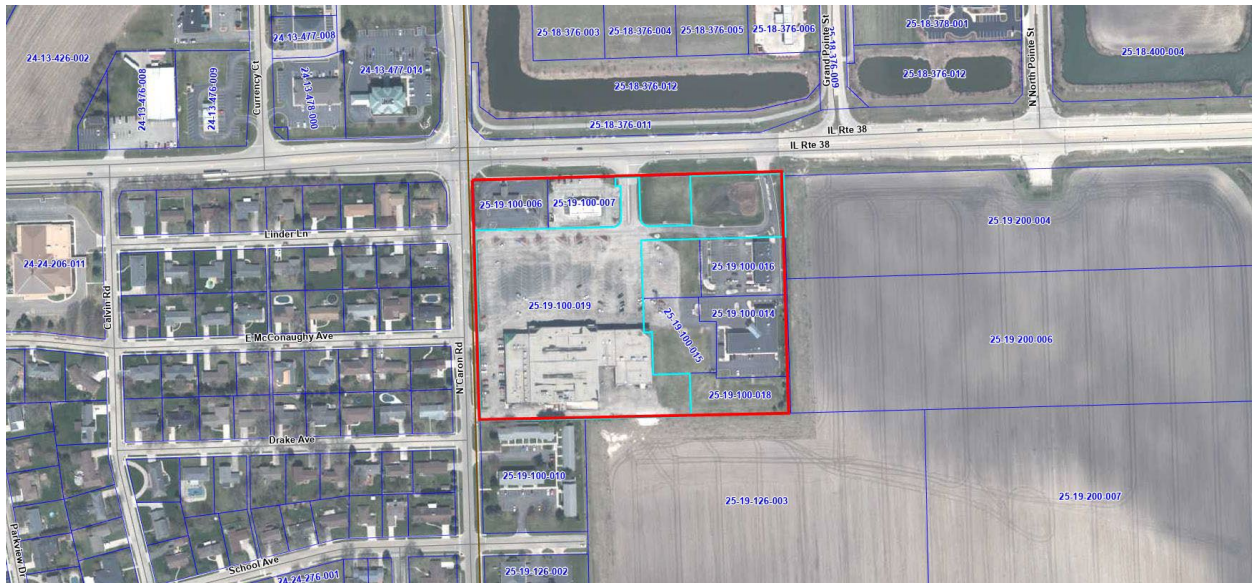
SCOPE OF SERVICES

The process for creating a new TIF district for the Study Area is clearly defined in Illinois Statutes and typically takes approximately four (4) to six (6) months. We propose a multi-phase approach, including the following steps:

PHASE 1: ELIGIBILITY FINDINGS REPORT

1.1 Kick-Off Meeting. Teska will meet with the City to discuss the project. Discussion topics will include the proposed Study Area boundary, project phasing, meeting schedules, process (public notices, etc.) and TIF adoption.

1.2 Eligibility Field Inventory. Teska will conduct a field survey of all parcels within the identified Study Area(s) to identify the existing land uses, site conditions, above ground public infrastructure conditions, and the characteristics of any existing buildings in accordance with the eligibility criteria contained in the Act. A selective photographic inventory of the properties covered in the field survey of the Study Area will be prepared.



*Proposed Study Area at southeast corner of IL Route 38
and Caron Road in Rochelle, IL*

1.3 Background Data Collection and Analysis. Teska will work with the City (and the appropriate Ogle County departments as necessary) to obtain supplemental information from official records related to the eligibility of the proposed Study Area. Supplemental information includes base maps with tax identifiers, ages of structures, presence of illegal uses, documented code violations, occupancy and vacancy status of structures, infrastructure deficiencies, equalized assessed values, and tax delinquencies. The information obtained through the field survey and through the review of pertinent documents will be tabulated and analyzed to ensure that the proposed Study Area is eligible as a Redevelopment Project Area in accordance with the Act.

1.4 Eligibility Findings Report. A draft report will be prepared for the Study Area which will outline the eligibility status of the parcels included in the proposed TIF district. The report will include maps to show the proposed TIF boundary, and any documented eligibility criteria existing within the Study Area.



1.5 Eligibility Review Meeting. Teska will meet with the City, either at a City Council meeting or at a more informal staff level meeting, to review the draft Eligibility Findings Report, determine the final boundary for the new TIF district, and discuss the process of moving forward with the preparation of a Redevelopment Plan, and plan adoption.

*If the Eligibility Findings Report concludes that the Study Area is **not** eligible for TIF designation, or for any other reason as determined by the City, the process can be ended at this point and we will not proceed on to Phase 2. The City would only be responsible for Phase 1 fees and expenses if the Study is terminated.*

PHASE 2: PROJECT REDEVELOPMENT PLAN

2.1 Plan Preparation. Teska will prepare a Redevelopment Plan for the Project Area, as determined in Phase 1.5, that will include all required plan elements as outlined in the Tax Increment Allocation Redevelopment Act (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended. Highlights of the Redevelopment Plan's elements will include:

- Project Area boundary description, and corresponding maps and related exhibits;
- Redevelopment Plan and Program goals and objectives;
- Proposed Project Area land use plan, infrastructure, and public improvements;
- Examination of key redevelopment sites within the Project Area; and
- Proposed TIF Budget based on projected incremental revenue through the life of the TIF.

2.2 Identification of Public Notice of Meetings. Teska will identify the property owners of record and subsequent public notice lists for all properties located within the Redevelopment Project Area, and all residential properties located within the Project Area, and within 750 feet, as required by the Act. Teska will prepare all required notice letters.



The City will be responsible to execute all required mailed and published public notifications of Joint Review Board and other required public meetings and hearings as described in state statutes and will keep complete records of these notices. Teska has an ongoing relationship with a mailing house that can coordinate and execute the required mailings for an additional nominal fee plus postage costs.

2.3 Report Submittal and Review. A draft Redevelopment Plan will be prepared and submitted for review by the City. Teska will attend one (1) meeting to review and discuss the draft Redevelopment Plan. Teska will revise the draft Redevelopment Plan as necessary and create a Final Draft version of the Redevelopment Plan suitable for the TIF adoption process outlined in Phase 3.

PHASE 4: ADOPTION OF REDEVELOPMENT PROJECT

4.1 Coordinate with City Attorney. Teska will coordinate with the City Attorney to create a timeline for the adoption of the TIF and assist with the preparation of the required public notices and approval ordinances.

4.2 Joint Review Board Meeting. The City will convene a Joint Review Board (JRB) meeting for the Project Area as required by TIF statute. Teska will provide written notification along with a copy of the draft documents to the affected taxing districts and attend the meeting of the JRB to present the findings of the Redevelopment Plan and associated Eligibility Findings Report.

4.3 Public Notice of Meeting. In advance of this task, Teska will have prepared and will provide to the City, a taxpayer of record list for each Property Identification Number (PIN) within the Redevelopment Project Area.

The City will be responsible for the mailing of all public notices, including the public hearing.

4.4 Public Hearing. Teska will participate in one (1) formal public hearing as required by Illinois Revised Statutes to discuss the proposed TIF Plan and Program, discussion points from the Joint Review Board Meeting, and respond to questions from the public.

4.5 City Council Deliberation. Teska will participate in one (1) City Council meeting to answer any remaining questions and assist with the TIF adoption process.

4.6 Revisions. Teska will perform revisions to the draft Eligibility Study and draft Redevelopment Plan as necessary, based on comments from the public hearing, Joint Review Board meeting, and City Council recommendations. Teska will submit a final Redevelopment Plan and associated Eligibility Findings Report, in print and electronic format.

4.7 Filing of Required Documents. Teska will assist the City in submitting all required forms and data to Ogle County and the Illinois Department of Commerce and Economic Opportunity.

Continuing TIF Services. Teska can assist the City with annual Joint Review Board meetings and/or the filing of annual TIF reports to the Illinois Department of Commerce and Economic Opportunity as required by the Act. Teska can also assist the City with review of proposed TIF projects and requests for TIF assistance by property owners and developers within the newly established redevelopment project area.

Business Improvement District (BD)

SCOPE OF SERVICES

The process for creating a new Business District is clearly defined in Illinois Statutes and is similar (but less complicated) than the TIF process. If the City proceeds with the proposed TIF and BD projects simultaneously, Teska can combine meetings and field work and research where possible to save on costs for the City.

PHASE 1: BUSINESS DISTRICT ELIGIBILITY STUDY

Task 1.1 Project Initiation Meeting and Eligibility Survey. Teska will meet with City representatives for the purpose of introducing all of the participants to the scope of the project, Business District schedule, plan objectives and information needs. During this meeting responsibilities for each task will be reviewed and agreed to.

Teska will conduct a field survey of the parcels in the Study Area to identify existing land uses, site conditions, above ground public infrastructure conditions, and building characteristics in accordance with eligibility criteria contained in the Business District (BD) Act. A photographic inventory of the properties covered in the field survey of the Project Area will be prepared. This field survey can be combined with the field survey for a potential TIF district to save on costs for the City.



Task 1.2 Background Data Collection and Base Map Preparation. Teska will work with City staff to obtain other supplemental information from official records related to the eligibility of the Project Area. The City will provide (or help Teska to obtain) the following information:

- GIS digital base map of the Project area showing all tax parcels, and PIN identification numbers for all parcels (property identification numbers uses for tax purposes).

- Most recent Total Equalized Assessed Value for the subject parcels and the total City of Rochelle, as well as the five (5) years prior to the most recent year;
- Data related to sales tax and sales tax rates;
- Code violation information for all properties, if available or appropriate (all violations within last five years);
- Information and cost estimate on proposed public improvements, if available (utilities, roads, etc.);
- Information on pending and proposed redevelopment plans;
- Any other information that may be pertinent to establishing the eligibility of the Project area.

Teska will prepare a project base map (in digital format) with parcel and tax identification information which serves to meet the statutory standards for document eligibility.

Task 1.3 Data Analysis. The information obtained through the field survey, and through the review of pertinent documents, will be tabulated and analyzed to determine whether the Project Area is eligible as a Business District Redevelopment Project Area. Teska may explore with City staff one or more BD boundary options in order to establish an eligible district.

PHASE 2: DEVELOPMENT PLAN AND PROGRAM

Task 2.1 Redevelopment Plan Preparation. Teska will work with City staff to prepare a Redevelopment Plan. The Plan will include recommended boundaries, project objectives, land uses, recommended public and private improvements, infrastructure needs, and design objectives related to the overall goals for this area. The recommendations developed as part of the City's Comprehensive Plan and other previous planning efforts will provide the conceptual basis for the BD Redevelopment Plan.

Task 2.2 Redevelopment Program Formulation. Simultaneously with the preparation of the Redevelopment Plan, a Redevelopment Program will be prepared in accordance with the requirements of the BD Act. The Redevelopment Program will identify and estimate costs for public and private improvements, and other eligible project expenses. The program will also include an estimate of additional sales tax revenues. The City will provide Teska with cost information for all public improvements that may be included as eligible project costs. Teska may supplement this information with costs associated with streetscape improvements to public rights-of-way and landscape enhancements for private property.

Once the revenue projections have been prepared, Teska will recommend potential uses of the revenue from the following sources:

- Current municipal plans for projects and activities within the BD.
- New information obtained by the municipality through meetings with BD constituents relative to their specific goals and objectives for the BD.

- Additional recommendations from Teska's experience with similar programs and activities employed in other communities to develop the market within the City's BD.

Task 2.3 Boundary Survey and Legal Description. Subsequent to the decision on the boundaries of the BD district in Phase 1, the City shall prepare a legal description of the agreed upon boundary of the proposed BD district.

Task 2.4 Meeting to Discuss Draft Eligibility and Redevelopment Plan and Program. One digital copy of the draft eligibility findings and Redevelopment Plan and Program will be submitted in advance of a City staff meeting that Teska will attend to present the results and determine the appropriate course of action prior to presentation to the City Council.



Task 2.5 City Council Workshop: Proposed Redevelopment Plan and Program. Teska will submit one original hard copy and one digital copy of the draft Redevelopment Plan and Program and will attend a workshop with the City Council to present the proposed Redevelopment Plan and Program. Based on comments and suggestions, Teska will revise the Plan and Program report. The presentation will focus on:

- Discussion of recommended redevelopment scenarios for the subject parcels.
- Discussion of incorporation of corridor enhancements, which may include streetscape, landscape, signs or infrastructure improvements.
- Consensus regarding redevelopment strategies and options.

The City Council shall pass a resolution authorizing a public hearing relating to the proposed Business District.

PHASE 3: PUBLIC REVIEW AND ADOPTION

Task 3.1 Public Notice of Meetings. Teska will prepare all required mailed and public notifications of required public hearings as described in State statutes and will keep complete records of these notices. The City shall be responsible for mailing and publishing any required mailed and public notices.

Task 3.2 Public Hearing. Teska will participate in a public hearing before the City Council as required by Illinois Revised Statutes. This hearing shall occur at least one week prior to the approval of the BD Redevelopment Plan.



Task 3.3 City Council Deliberations. Teska will attend one additional meeting of the City Council following the close of the BD public hearing, if necessary, and provide assistance to the Council in its deliberations.

Task 3.4 Minor Amendments. Minor amendments to the BD Redevelopment Project report will be prepared by Teska, if required, as a result of City Council deliberations in Task 3.3.

Task 3.5 Adjustment to Survey and Legal Description. If, on the basis of Council deliberations, the boundaries of the BD District are recommended to be different from the area defined by legal description in Task 2.3, the City will cause to have prepared the necessary adjustments to the survey and legal description necessary for preparation of the BD ordinances.

Task 3.6 Ordinances. Teska will work with the City's attorney to prepare the ordinances required for the adoption of the BD.

File Attachments for Item:

6. A Resolution Approving the Proposal from Bruns Construction, Inc for the Demolition of 517 West 4th Avenue.

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: Resolution Approving the Proposal from Bruns Construction, Inc for the Demolition of 517 West 4th Avenue.

Staff Contact: Michelle Pease, Community Development Director

Summary: The City of Rochelle obtained a demolition order for the building located at 517 West 4th Avenue, Rochelle, Illinois on January 8, 2022.

Bids were sought from several other demolition companies to demolish the structure. One quote was obtained from Bruns Construction, Inc. in the amount of \$24,875.00.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|--|------------------|-----------------------|
| Downtown & Southern Gateway TIF- Other Professional Services | \$130,000.00 | \$24,875.00 |
| | | |

Strategic Plan Goal Application: Economic and Business Development.

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION APPROVING THE PROPOSAL FROM BRUNS CONSTRUCTION, INC.
FOR THE DEMOLITION OF 517 WEST 4TH AVENUE

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE PROPOSAL FROM BRUNS CONSTRUCTION, INC.
FOR THE DEMOLITION OF 517 WEST 4TH AVENUE.**

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

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

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

WHEREAS, on January 8, 2022, the City obtained demolition order for the building located at 517 West 4th Avenue; and

WHEREAS, the City reached out to several companies for quotes, but only one company responded; and

WHEREAS, the City received a quote from Bruns Construction, Inc., in the amount of \$25,875 (a copy of the quote is attached herein as Exhibit A); and

WHEREAS, staff recommends proceeding with the quote from Bruns Construction, Inc., in order to proceed with the demolition; 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 accept the quote from Bruns Construction Inc., for the demolition of 517 West 4th Avenue.

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby approve the quote from Bruns Construction Inc., in the amount of \$24,875 for the demolition of 517 West 4th Avenue, and authorize the Village Manager or his designee to execute the proposal attached as Exhibit A.

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

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

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

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

APPROVED THIS 12th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Bruns Construction INC

350 N 15th St
 PO Box 400
 Rochelle, IL 61068
 815-561-0099

Estimate

| Date | Estimate # |
|----------|------------|
| 1/8/2024 | 7740 |

| Name / Address |
|---|
| City of Rochelle - Building Division 416 N. 6th Street Rochelle, IL 61068 |

| | | | Project |
|--|-----|--------------|-------------|
| Description | Qty | Cost | Total |
| 517 W. 4th Avenue Demo We hereby submit specifications and estimates: Demolish and remove from site the building, concrete, all contents and debris Remove water service on the property Cap sewer service on the property Haul in and spread fill dirt to fill the area where structure was removed Install 3" of topsoil and seed lot Exclusions: -Asbestos removal -Facade repairs to adjacent buildings -Gas service/meter removal -Road openings/Traffic control -New concrete Ogle County prevailing wage rates apply. Certified payroll to be submitted with billing. Payment terms: Net 30 from Invoice date. 1.5% per month interest charged on unpaid balance after 30 days. We agree to furnish equipment, disposal, and labor - complete in accordance with above specifications. Please feel free to contact us with any questions. | | 24,875.00 | 24,875.00 |
| Proposal may be withdrawn if not accepted within 30 days | | Total | \$24,875.00 |

Customer Signature _____

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION APPROVING THE PROPOSAL FROM BRUNS CONSTRUCTION, INC. FOR THE DEMOLITION OF 517 WEST 4TH AVENUE” which was adopted by the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of February 2024.

CITY CLERK

File Attachments for Item:

7. A Resolution Amending the Customer Self-Generation Net Metering Policy and Updating Rider 4 - Interconnection and Net Metering Program for Renewable Energy

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

SUBJECT: Resolution Amending The Customer Self-Generation Net Metering Policy And Updating Rider 4

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

Summary: CEJA (Climate and Equitable Jobs Act) requires utilities to review their solar credits to customers annually. IMUA/IMEA have put together a list of fair credit values for each utility to use. The 2024 credit will be set at \$.0398per kWh. When the original policy was approved in 2022 the rider was supposed to include language that allowed the city manager to adjust the rate annually based on IMUA/IMEA recommendations to keep in line with CEJA. Unfortunately, this did not occur. The new resolution addresse this issue and sets the new rate listed above.

Funding Sources:

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

Strategic Plan Goal Application:

Recommendation: Approve resolution amending the customer self-generation net metering policy and updating rider 4-interconnection and net metering program for renewable energy

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AMENDING THE CUSTOMER SELF-GENERATION NET
METERING POLICY AND UPDATING RIDER 4 – INTERCONNECTION AND NET
METERING PROGRAM FOR RENEWABLE ENERGY**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

RESOLUTION NO: _____

Date Passed: February 12, 2024

**RESOLUTION AMENDING THE CUSTOMER SELF-GENERATION NET
METERING POLICY AND UPDATING RIDER 4 – INTERCONNECTION AND NET
METERING PROGRAM FOR RENEWABLE ENERGY**

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

WHEREAS, the Illinois General Assembly passed the Climate and Equitable Jobs Act (“CEJA”); and

WHEREAS, CEJA requires all electrical distribution utilities to update their Fair Solar Credit value to customers who generate electricity from solar panels; and

WHEREAS, Section 98-4 of the Rochelle Municipal Code provides that charges and rates for utility services provided by the utility department, including electric, shall be established and modified from time to time by City Council resolution; and

WHEREAS, the Illinois Municipal Utilities Association (“IMUA”) has calculated the Fair Solar Credit value to be \$0.0398/kWh; and

WHEREAS, RMU has reviewed the recommended Fair Solar Credit value update and recommends that the Interconnection and Net Metering Rider be amended to include the updated Solar Credit value in order to comply with the requirements of CEJA; and

WHEREAS, the IMUA annually calculates the Fair Solar Credit value; and

WHEREAS, it would be beneficial to the City to allow the City Manager to adjust the Solar Credit value in Section 17 of Rider 4 annually based upon the IMUA recommended rate; and

WHEREAS, the City Council finds that an amendment to Rider 4 - Customer Self-Generation Net Metering Policy For Renewable Energy shall be amended to include the updated Solar Credit value in accordance with CEJA and will ensure that the Electric Division can meet its obligations, effective February 12, 2024, attached hereto as Exhibit A; and

FURTHERMORE, the City Council finds that an amendment to Rider 4 allowing the City Manager to adjust the Solar Credit value annually based on the IMUA recommended rate in Section 17 of Rider 4 attached hereto as Exhibit A is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ROCHELLE, ILLINOIS as follows:

SECTION ONE: The foregoing Recitals are not mere preparatory language, but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO. Section 17 of the Rochelle Municipal Utilities, City of Rochelle Rider 4- Customer Self-Generation Net Metering Policy For Renewable Energy attached hereto as Exhibit A is amended to include the new recommended Fair Solar Credit value update for Rochelle in the amount of \$0.0398/kWh, and to allow the City Manager to adjust the Solar Credit value annually based on the IMUA recommended rate, effective February 12, 2024.

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

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

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

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

PASSED AND APPROVED this 12th day of February, 2024.

AYES:

NAYS:

ABSENT:

ATTEST:

City Clerk

Mayor

EXHIBIT A**ELECTRICITY**

Rochelle Municipal Utilities
City of Rochelle
Electric Rates

Effective Date – February 12, 2024

Rider 4 - Customer Self-Generation Net Metering Policy For Renewable Energy

Section 1: Rochelle Municipal Utilities (“RMU”) of the City of Rochelle, Illinois shall make available, upon request, net billing service to any customer taking service from RMU and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. The term “net metering” is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the municipal distribution system by the customer. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. RMU cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project starts construction, customer must complete the attached application form and receive approval from the City Manager and Superintendent of Electric Operations. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to Superintendent of Electric Operations.

Section 2: For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility, such as a photovoltaic facility and small wind turbines, and may include technology to store renewable energy at the customer’s premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by RMU to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by RMU’s Interconnection Standards currently in place at the time of installation to be an eligible on-site generating facility.

Section 4: Subject to the limitations set forth herein, RMU shall make net metering service available upon request to any RMU residential or small commercial electric customer with an eligible on-site generating facility owned by the customer. The determination whether a customer is a residential or small commercial customer is based on the rate classification under which the customer takes electric service. The eligible on-site generating facility shall be located on the customer's premises and on the customer's side of the billing meter and be sized to primarily produce only enough electricity to offset the customer’s own electrical requirements. Proper sizing of eligible on-site generating facilities shall be determined as set forth in Section 13 below.

Section 5: Any request for net metering service by a customer that is not a residential or small commercial customer shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the City Manager based on potential impacts to the distribution system or portions thereof and to the property of other customers of RMU. Customers that do not qualify for net metering service under this Policy shall be permitted to interconnect and self-generate as required by and in accordance with the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act (PURPA) on a case by case basis.

Section 6: Notwithstanding the provisions in Section 4, RMU reserves the authority to withhold, deny or delay approval of the interconnection of proposed on-site generating facilities and of net metering service hereunder if the operation of the facility would be unsafe or pose a risk of adverse impacts to the distribution system or portions thereof or to the property of other customers of RMU. RMU shall withhold approval for only so long as is reasonably necessary to remedy the risk of adverse impact. RMU shall only deny approval if the adverse impact cannot reasonably be remedied or if the customer refuses to meet all applicable State and local safety and electrical code requirements or refuses to provide for payment of the costs of the improvements to the facility or the system that are required to accommodate the otherwise eligible on-site generating facility. RMU shall not be required to make unscheduled improvements to its distribution system or portions thereof to remedy the situation causing the delayed or withheld approval unless the customer agrees to pay for the reasonable costs thereof. Likewise, RMU may require a customer with an approved on-site generating facility that has been installed and begun to operate to suspend operations of the facility if it becomes unsafe or causes adverse impacts to the distribution system or portions thereof or to the property of other customers of RMU, and such suspension shall be in place only so long as is reasonably necessary to remedy the adverse impact. RMU may require the customer to disconnect the on-site generating facility from the distribution system in serious situations.

Section 7: [This Section left blank intentionally.]

Section 8: (a) Energy generated by the customer-owned generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to RMU at the meter from the approved on-site generating facility.

(b) For eligible on-site generating facilities that were approved and in service on or prior to the effective date of the 2022 revisions to this Policy, the following credit method shall be used to determine excess energy credit until April 30, 2032: For any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period a credit shall be carried forward to the customer's next billing period.

For all other eligible on-site generating facilities, and after April 30, 2032 for the above-referenced customers, the following credit method shall be used to determine excess energy credit: For energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate. For any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based upon the lesser of the full retail energy rate for the customer class and the avoided cost of energy. Avoided cost shall be determined as set forth in Section 12 below. RMU shall install

an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

(c) Credits from electric energy delivered to the municipal distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from RMU or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.

(d) RMU shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by RMU until all credits are used or until the end of the annual period. The annual period shall end each year on December 31; provided however, for new net metering customers with generating facilities installed during an annual period, the annual period shall end on December 31 of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with RMU prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the RMU terminates.

Section 9: Any costs RMU incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the municipal distribution system or a portion thereof that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be capped at \$200 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility was installed. Costs assessed under this Section shall be demonstrable and cost-based. Such costs shall not include or be based on reduced sales by or lost revenues to RMU associated with net metering service.

Section 10: [This Section left blank intentionally.]

Section 11: RMU shall develop such documents as needed to implement this policy and any customer applying for or taking service hereunder shall execute all appropriate documents.

Section 12: For on-site generating facilities that were approved and in service on or prior to the effective date of the 2022 revisions to this Policy, “avoided cost” shall be deemed to be the average cost in cents/kWh billed to RMU by its wholesale power supplier for the previous month until April 30, 2032. For approved on-site generating facilities that are placed in service after the effective date of the 2022 revisions to this Policy, and after the expiration of the legacy period in the forgoing sentence on April 30, 2032, for all approved on-site generating facilities, including currently existing facilities, “avoided cost” shall be determined based on the sum of 1 and 2 below:

1. The rate in cents per kWh may be amended annually by the City Manager based on the Illinois Municipal Utilities Association’s (IMUA) recommended Fair Solar Credit value rate. The rate shall take into consideration the following:
 - a. Historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO),
 - b. Solar-weighted LMP: The simple average of the LMP weighted using Solar Weighting. Solar weighting is the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM) as may be amended from time to time.
 - c. Capacity value: Appropriate RTO capacity price with solar factors applied for average system peak times
 - d. Transmission Value: Appropriate RTO transmission cost recovery with solar factor applied for average peak times
2. The rate in cents per kWh as calculated by RMU for the avoidance of distribution system losses.

Section 13: The maximum size in kilowatts_{AC} of the eligible on-site generating facility for an individual customer service location in the rate categories identified in Section 4 shall be determined as follows:

The installation of a renewable generating facility under this Policy is intended to supply all or a portion of the customer’s own usage of electricity. Therefore, in order to be approved, a renewable generating facility must be properly sized so as not to exceed the customers expected annual usage based on the customer’s current energy needs. It is also important to the customer that the generating facilities are properly sized because the credits under this Policy for excess energy delivered to the distribution system expire if not used within the time period established in this Policy. As part of the interconnection application, customer’s energy usage will be analyzed using 36-months of historical energy usage (if available) in order to calculate the customer’s expected annual usage. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected annual usage. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of RMU, as determined by RMU, shall be used to set the expected annual usage. If facilities are allowed for customers in other rate classes, the right-sizing shall be determined on a case by case basis.

In addition to the foregoing historic usage, RMU shall consider potential adverse impacts to the distribution system and to other customers of RMU that will be caused by or expected to be caused by the installation of the new renewable generating facility at the particular customer service

location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected annual usage of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of RMU unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.

Section 14: Any customer with an approved on-site generating facility that was approved and in service on or prior to the effective date of the 2022 revisions to this Policy may elect to be treated as if it were placed in service after the effective date of the 2022 revisions to this Policy for purposes of the legacy netting and crediting provisions in Sections 8 and 12. There is a limited one-time option to make such election. The customer shall make any such election within 60 days of the effective date of the 2022 revisions to this Policy.

Section 15: RMU reserves the right to interpret, amend or rescind this policy. Nothing herein is intended to nor shall it create a right for a customer to rely on any particular netting or crediting methodology contained in the policy from time to time, and all rates for excess credits are subject to change in accordance with the laws of the State of Illinois governing municipalities.

Section 16: Citizen and customer concerns generally with this Net Metering Policy may be raised in the public comment portion of any open meeting of the governing body of RMU at any time and will be considered by the governing body in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the Utility Sustainability Officer. If the matter cannot be resolved at the utility staff level, this issue shall be reduced to writing and forwarded to the Superintendent of the Electric Utility the who shall schedule a meeting in person or by telephone or other communications media (i.e., Zoom call) with the customer. The customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved at this stage, the process will escalate to City Manager. If this process fails to resolve the matter, the customer may appeal it to the circuit court and exercise whatever rights and remedies the customer may have in law or equity. This policy shall be posted on the RMU website along with appropriate contact information.

Section 17: Pursuant to Section 12, the rates for credit amount for excess energy returned to the system by Customers with eligible on-site generating facilities are as follows:

\$0.0398/kWh per kWh for any eligible on-site generating facility.

The rates set forth in Section 17 of Rider 4 may be adjusted annually by the City Manager based on the Illinois Municipal Utilities Association's (IMUA) recommended Fair Solar Credit value rate and subject to any applicable regulations.

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “RESOLUTION AMENDING THE CUSTOMER SELF-GENERATION NET METERING POLICY AND UPDATING RIDER 4 – INTERCONNECTION AND NET METERING PROGRAM FOR RENEWABLE ENERGY” which was adopted by the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of February, 2024.

File Attachments for Item:

8. A Resolution Authorizing and Approving a Farm Management Agreement

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

SUBJECT: A Resolution Authorizing and Approving a Farm Management Agreement

Staff Contact: Jeff Fiegenschuh, City Manager

Summary: Over the past 5 years, the city has purchased ~50 acres through First Mid Ag Services, a Division of First Mid Wealth Management Company for future City of Rochelle Railroad (CIR) expansions, which includes the Rochelle Intermodal Transload Center expansion, the future construction of a rail bridge, and a 200-ft wide 1.3-mile strip of land for future rail construction. These parcels lie adjacent to the farm First Mid Ag Services has managed for more than a decade and over the past 3 years has leased it from the city. While plans for using this land for future rail growth are ongoing, staff would like to continue to lease the land for the purpose of farming it. The City pays 6% of gross revenues to the farm manager.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|---------|------------------|-----------------------|
| | | |
| | | |
| | | |
| | | |

Strategic Plan Goal Application: Economic Development

Recommendation: Approve a Resolution Authorizing and Approving a Farm Management Agreement

FARM MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of February, 2024, by and between, the City of Rochelle, "Owner"; and First Mid Ag Services, a division of First Mid Wealth Management Company, "Manager".

WITNESSETH;

The Owner hereby appoints Manager to act as Owner's agent for and to manage the following described real property, (the "Property") consisting of 47.38 acres, more or less, located in the County of Ogle & Lee, State of Illinois, and more specifically described as:

See Exhibit 1 attached Plat of Survey containing legal descriptions.

NOW THEREFORE MANAGER ACCEPTS SAID APPOINTMENT AND OWNER AND MANAGER AGREE AS FOLLOWS:

1. Term. The term of this Agreement shall be for a period commencing January 1, 2024 and ending December 31st, 2024 and shall not be extended for an additional term, unless agreed to in writing by Owner and Manager.
2. Manager's Duties, Powers and Authority. The Manager shall have the following duties, powers, and authority with respect to the Property:
 - (a) Type of Operation - Subject to the approval of the Owner, Manager shall select the type of farm operation for the Property such as contract, crop share, livestock share, cash rent, or combination thereof.
 - (b) Lease or Contracts - Manager shall have the authority to negotiate and execute leases or contracts with farm operators for a term of one year and if the farm operators prove satisfactory, to renew such leases on a year to year basis; if the farm operators prove unsatisfactory, to terminate such lease or contract. The Manager shall also have the authority to negotiate leases for any residential structure or other buildings on the Property and such other contracts or leases as are appropriate for the operation of the Property.
 - (c) Government Programs - The Manager shall have the authority to enter into contracts and leases, Commodity Credit Corporation grain loans and other agreements with an official, bureau, department, division or other agency of the United States of America or the state in which the property is located.
 - (d) Crop Plans - The Manager shall prepare with the farm operators an annual crop plan for the operation of the Property and shall supervise and consult with the farm operators in carrying out such plans. The nature of the lease agreement will affect the scope of the crop plans.
 - (e) Marketing - The Manager shall sell crops and livestock at such time or times as the Manager, in its discretion, deems advisable, unless otherwise directed by the Owner in writing. The Manager is authorized to enter into contracts for forward sales and/or delayed pricing of crops and to store or sell crops at such elevators or markets as the Manager in its discretion, deems reasonable; provided, however, that the Manager shall not be responsible for handling of crops by or the solvency of elevator operators.
 - (f) Receipts - The Manager shall collect all rents, proceeds from the sale of crops and livestock, insurance proceeds, payments under government contracts, Commodity Credit Corporation loans, and other payments and amounts due the Owner.

- (g) Farm Account - The Manager shall deposit all receipts into an account with a bank affiliated with the Manager, which shall be designated as an agency account for the Owner, to be referred to as the "Farm Account".
 - (h) Farm Expenses - The Manager shall pay from the Farm Account expenses incurred in the harvesting and storage of crops, purchasing of fertilizer, agricultural chemicals, seeds, feeds, livestock and other expenses as are incidental to the operation of the Property, as well as all other items with respect to the Property, for which payment is provided elsewhere in this agreement.
 - (i) Repairs and Improvements - The Manager shall plan and contract for repairs and capital expenditures. Owner approval is required for any such item that exceeds \$1,000. In case of an emergency that requires immediate repairs or maintenance, the Manager shall use its own discretion if the Owner is not immediately available for consultation.
 - (j) Taxes - The Manager shall pay from the Farm Account the general real estate taxes and special assessments levied upon the Property.
 - (k) Insurance - The Manager shall obtain and pay for from the Farm Account fire and extended coverage hazard insurance, public liability insurance, crop hail insurance and, if possible, underground storage tank insurance and pollution liability insurance, in such amounts as the Manager deems reasonable. All policies shall name Owner and Manager as co-insurers. The Owner agrees that, if feasible, such insurance shall be written under the Manager's comprehensive group liability contracts. Manager shall have no responsibility to obtain workman's compensation or other insurance for the benefit of employees, if applicable. If Manager is unable to obtain said insurance, this Agreement shall terminate.
 - (l) Cash Management - The Manager shall have the authority to invest funds in the Farm Account not currently needed for operating expenses in a short term investment fund of prudent investment quality suitable for trusts. If authorized by the Owner in writing, the Manager also shall invest funds in certificates of deposit or other time deposits with a bank affiliated with the Manager or in securities of the United States of America.
 - (m) Reports to Owner - The Manager shall furnish the Owner:
 - (1) Periodic financial reports on the operations of the Property to include a report on receipts and disbursements. The status of the Owner's Farm Account shall be furnished at a reasonable time upon the request by the Owner.
 - (2) Reports on the improvements, crops, marketing, and general condition of the Property as circumstances warrant.
3. Manager's Authority to Direct Operations. The Owner agrees that the Manager shall have the authority to direct the farm operators and the farming operation of the Property. This grant of authority shall not be affected by any period of disability or incapacity by the Owner. In addition, any action taken in good faith, pursuant to the foregoing authority shall be binding upon the Owner, the Owner's heirs, assignees, and personal representatives. The Manager assumes no responsibility to verify title or Ownership of the Property.
4. Compensation of Manager
- (a) Annual fee - Manager shall receive an annual management fee equal to the greater of:

The sum of the amounts calculated by multiplying each gross revenue category by the indicated percentage, shall be as follows:

| | | |
|--|---|---|
| Sale of Crops | 6 | % |
| Government Payments | 6 | % |
| CCC Loans on Grain for Income | 6 | % |
| House Rents | 6 | % |
| Cash Rents & Building Rents | 6 | % |
| Crop Hail Insurance Proceeds | 6 | % |
| Multi-Peril Insurance Proceeds | 6 | % |
| Patronage Refunds and Dividends | 6 | % |
| Other Gross Farm Crop Related Receipts | 6 | % |
| Livestock Receipts-After deducting | | |
| Livestock Purchase & Feed Purchases | 6 | % |
| Interest and Dividends | 0 | % |

Or

Minimum Fee – Manager shall receive an annual minimum fee of \$400.00 taken in December of the year it is earned.

- (b) Payment of Fee - The Manager may deduct the management fee from gross revenues received by the Manager at the time of deposit of revenue. On or before December 31 of each year, or as soon thereafter as possible, the Manager shall deduct from the Farm Account the balance of the management fee due for the year.
 - (c) Special Services - The Manager shall be separately compensated for special services requested by the Owner and not included in this Agreement. Special services shall include, but not be limited to: 1) extensive new building, rehabilitation or conservation programs not contemplated as of the date of this Agreement; 2) advice, consultation, and marketing services related to the sale of the Property; 3) special accounting and tax services; 4) negotiation of easements and right-of-ways.
 - (d) Fee Adjustments - The Owner agrees that the Manager may change the management fee schedule by sending the Owner by certified mail a new fee schedule no later than September 1. The new fee schedule shall then become effective on January 1 of the following calendar year.
5. Distribution of Net Revenue. The net revenue received each year from the operation of the Property, less any amount to be held in reserve for paying expenses in connection with the management of the Property shall be distributed to the Owner at least annually or at times as mutually agreed to by the Owner and the Manager. The Owner agrees to promptly advance funds to the Farm account if funds are needed to pay farm Real Estate Taxes and operating expenses.
6. Termination. This Agreement shall automatically terminate on December 31st of each year and may only be extended by written agreement of Owner and Manager in writing at least thirty (30) days prior to December 31st. This Agreement may be terminated by the Manager at any time by giving thirty (30) days written notice to the Owner. In addition, this Agreement may be terminated at any time upon the written consent of both the Manager and the Owner.

If this Agreement is terminated at any other time, the Manager shall be entitled to receive a pro-rata fee for the portion of the year prior to the termination date based on gross revenues for the previous year as follows:

| <u>Date of Termination</u> | <u>Percentage</u> |
|----------------------------------|-------------------|
| January 1 to February 28 (or 29) | 25% |
| March 1 to June 30 | 50% |
| July 1 to August 31 | 75% |
| September 1 to December 31 | 100% |

In the event the termination occurs during the first year of management of the farm and there is no previous crop year gross income which can be used to calculate the fee, the fee will be calculated at the annual minimum fee.

Any notice on termination shall be mailed to the office of the assigned Manager.

7. Purchase of Goods and Services. The Manager is authorized to purchase goods and services in relation to the management of the Property from any entity that is an affiliate of the Manager, provided that the compensation paid for such goods and services shall be competitive with nonaffiliated entities providing the same or similar goods and services.
8. Disposition of Assets. The Owner shall not assign, transfer, convey, or mortgage, or in any way dispose of grain, livestock, machinery, buildings, equipment, issues, rentals or profits arising out of or incidental to the operation without first giving the Manager written notice.
9. Legal Proceedings. At the discretion of Manager upon written request of the Owner and at the Owner's expense Manager may prosecute or defend any suits or proceedings affecting the Property, or the issues, rents, or profits arising therefrom.
10. Environmental Representations and Warranties. The Owner represents and warrants to the Manager, its successors and assigns that to the best of the Owner's knowledge there is no (i) environmental contamination on this or from this Property (ii) violation of any state, federal or local law, regulation or ordinance applicable to the Property (including environmental laws, regulations or ordinances and collectively called the "Laws").
11. Unlawful Operations. The Manager shall not be required by the Owner to conduct farming operations which may be in violation of environmental agency rules and regulations.
12. Binding Effect. This Agreement shall be binding upon the heirs, devisees, assignees, grantees and personal representative(s) of the Owner and upon the successor(s) of the Manager.
13. **Non-Discrimination:** THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT IT IS ILLEGAL FOR EITHER THE SELLER'S DESIGNATED AGENT OR THE SELLER TO REFUSE TO DISPLAY OR TO SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARTIAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
14. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIRST MID AG SERVICES, a division of
FIRST MID WEALTH MANAGEMENT COMPANY

OWNER

By: _____
Michael Bernhard

City of Rochelle

Its: _____
AVP, Farm Manager

EIN _____ 36-6006075

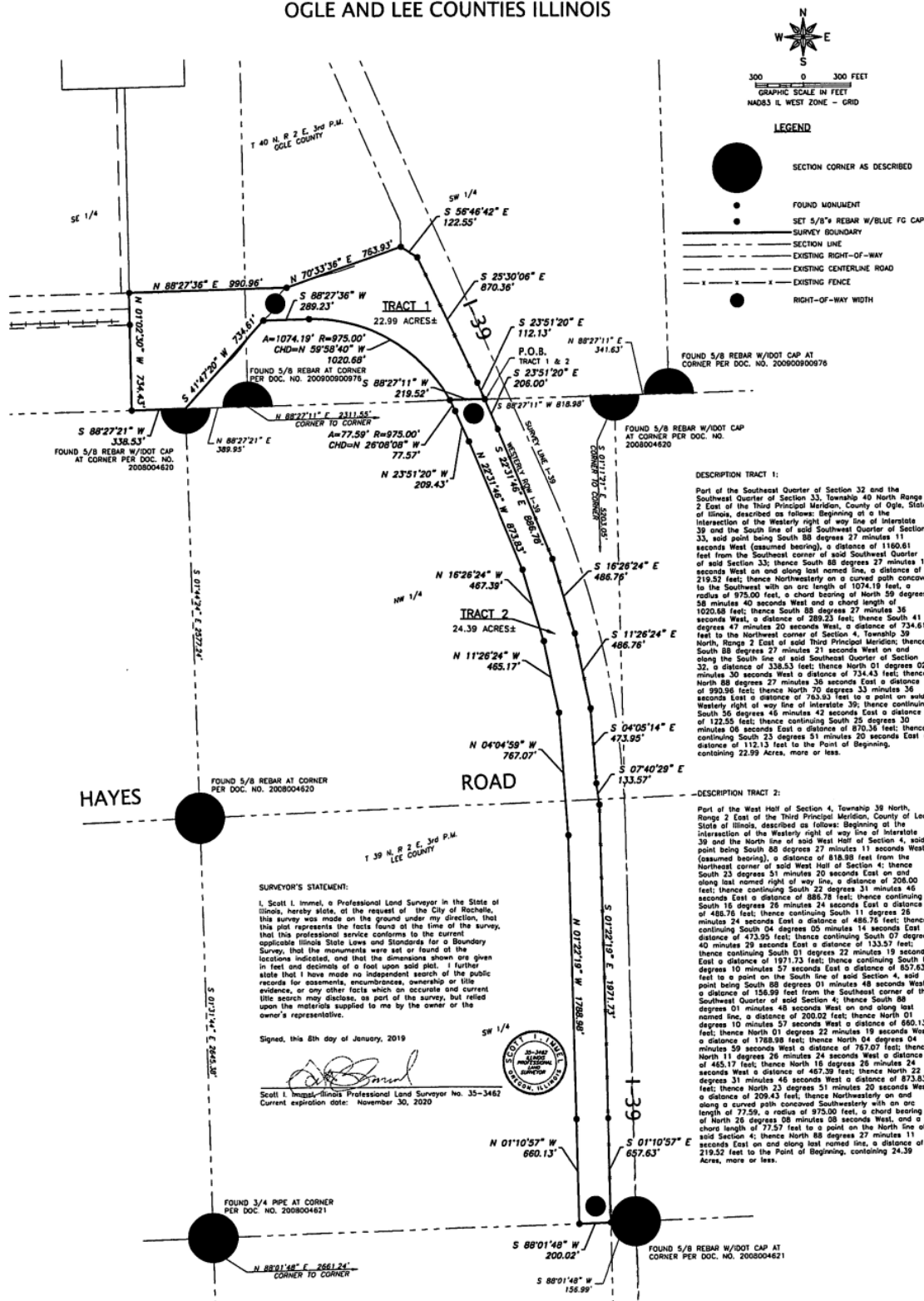
Address _____ 420 N. 6th St, PO Box 456

City,State,Zip _____ Rochelle, IL 61068

Phone _____ 815-561-2000

FAX _____

Email _____ jfiegeschuh@rochelleil.us



THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT
AGREEMENT BETWEEN FIRST MID AG SERVICES, A DIVISION OF FIRST
MID WEALTH MANAGEMENT COMPANY AND THE CITY OF ROCHELLE**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____
Date Passed: February 12, 2024

**A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT
 AGREEMENT BETWEEN FIRST MID AG SERVICES, A DIVISION OF FIRST
 MID WEALTH MANAGEMENT COMPANY AND THE CITY OF ROCHELLE**

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 a railroad and owns certain land for the future expansion of the railroad; and

WHEREAS, the City owns 47.38 acres of farmland that will not be developed in 2024; and

WHEREAS, the City desires to enter into a Farm Management Agreement with First Mid Ag Services, a division of First Mid Wealth Management Company (“First Mid Ag”) for the 2024 farming season; and

WHEREAS, First Mid Ag has provided a Farm Management Agreement (the “Agreement”), attached hereto and incorporated herein as **Exhibit 1**, which sets forth the terms, covenants and conditions under which First Mid Ag will provide the farm management services to the City as part of the Agreement; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is necessary, advisable and in the best interests of the City and its residents to enter into and approve the Agreement;

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

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

SECTION TWO: That the Mayor and City Council of the City of Rochelle hereby approve the Farm Management Agreement between First Mid Ag Services, a division of First Mid Wealth Management Company and the City of Rochelle, attached hereto as **Exhibit 1**, and the City Manager is hereby authorized to execute said Agreement and any ancillary documents necessary to memorialize said Agreement, subject to review and revision as to form by the City Attorney.

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

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

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

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

PASSED THIS 12th day of February, 2024.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of February, 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1 NOT FOR EXECUTION

FARM MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 5th day of February, 2024, by and between, the City of Rochelle, "Owner"; and First Mid Ag Services, a division of First Mid Wealth Management Company, "Manager".

WITNESSETH;

The Owner hereby appoints Manager to act as Owner's agent for and to manage the following described real property, (the "Property") consisting of 47.38 acres, more or less, located in the County of Ogle & Lee, State of Illinois, and more specifically described as:

See Exhibit 1 attached Plat of Survey containing legal descriptions.

NOW THEREFORE MANAGER ACCEPTS SAID APPOINTMENT AND OWNER AND MANAGER AGREE AS FOLLOWS:

1. Term. The term of this Agreement shall be for a period commencing January 1, 2024 and ending December 31st, 2024 and shall not be extended for an additional term, unless agreed to in writing by Owner and Manager.
2. Manager's Duties, Powers and Authority. The Manager shall have the following duties, powers, and authority with respect to the Property:
 - (a) Type of Operation - Subject to the approval of the Owner, Manager shall select the type of farm operation for the Property such as contract, crop share, livestock share, cash rent, or combination thereof.
 - (b) Lease or Contracts - Manager shall have the authority to negotiate and execute leases or contracts with farm operators for a term of one year and if the farm operators prove satisfactory, to renew such leases on a year to year basis; if the farm operators prove unsatisfactory, to terminate such lease or contract. The Manager shall also have the authority to negotiate leases for any residential structure or other buildings on the Property and such other contracts or leases as are appropriate for the operation of the Property.
 - (c) Government Programs - The Manager shall have the authority to enter into contracts and leases, Commodity Credit Corporation grain loans and other agreements with an official, bureau, department, division or other agency of the United States of America or the state in which the property is located.
 - (d) Crop Plans - The Manager shall prepare with the farm operators an annual crop plan for the operation of the Property and shall supervise and consult with the farm operators in carrying out such plans. The nature of the lease agreement will affect the scope of the crop plans.
 - (e) Marketing - The Manager shall sell crops and livestock at such time or times as the Manager, in its discretion, deems advisable, unless otherwise directed by the Owner in writing. The Manager is authorized to enter into contracts for forward sales and/or delayed pricing of crops and to store or sell crops at such elevators or markets as the Manager in its discretion, deems reasonable; provided, however, that the Manager shall not be responsible for handling of crops by or the solvency of elevator operators.
 - (f) Receipts - The Manager shall collect all rents, proceeds from the sale of crops and livestock, insurance proceeds, payments under government contracts, Commodity Credit Corporation loans, and other payments and amounts due the Owner.

- (g) Farm Account - The Manager shall deposit all receipts into an account with a bank affiliated with the Manager, which shall be designated as an agency account for the Owner, to be referred to as the "Farm Account".
 - (h) Farm Expenses - The Manager shall pay from the Farm Account expenses incurred in the harvesting and storage of crops, purchasing of fertilizer, agricultural chemicals, seeds, feeds, livestock and other expenses as are incidental to the operation of the Property, as well as all other items with respect to the Property, for which payment is provided elsewhere in this agreement.
 - (i) Repairs and Improvements - The Manager shall plan and contract for repairs and capital expenditures. Owner approval is required for any such item that exceeds \$1,000. In case of an emergency that requires immediate repairs or maintenance, the Manager shall use its own discretion if the Owner is not immediately available for consultation.
 - (j) Taxes - The Manager shall pay from the Farm Account the general real estate taxes and special assessments levied upon the Property.
 - (k) Insurance - The Manager shall obtain and pay for from the Farm Account fire and extended coverage hazard insurance, public liability insurance, crop hail insurance and, if possible, underground storage tank insurance and pollution liability insurance, in such amounts as the Manager deems reasonable. All policies shall name Owner and Manager as co-insurers. The Owner agrees that, if feasible, such insurance shall be written under the Manager's comprehensive group liability contracts. Manager shall have no responsibility to obtain workman's compensation or other insurance for the benefit of employees, if applicable. If Manager is unable to obtain said insurance, this Agreement shall terminate.
 - (l) Cash Management - The Manager shall have the authority to invest funds in the Farm Account not currently needed for operating expenses in a short term investment fund of prudent investment quality suitable for trusts. If authorized by the Owner in writing, the Manager also shall invest funds in certificates of deposit or other time deposits with a bank affiliated with the Manager or in securities of the United States of America.
 - (m) Reports to Owner - The Manager shall furnish the Owner:
 - (1) Periodic financial reports on the operations of the Property to include a report on receipts and disbursements. The status of the Owner's Farm Account shall be furnished at a reasonable time upon the request by the Owner.
 - (2) Reports on the improvements, crops, marketing, and general condition of the Property as circumstances warrant.
3. Manager's Authority to Direct Operations. The Owner agrees that the Manager shall have the authority to direct the farm operators and the farming operation of the Property. This grant of authority shall not be affected by any period of disability or incapacity by the Owner. In addition, any action taken in good faith, pursuant to the foregoing authority shall be binding upon the Owner, the Owner's heirs, assignees, and personal representatives. The Manager assumes no responsibility to verify title or Ownership of the Property.
4. Compensation of Manager
- (a) Annual fee - Manager shall receive an annual management fee equal to the greater of:

The sum of the amounts calculated by multiplying each gross revenue category by the indicated percentage, shall be as follows:

| | |
|--|-----|
| Sale of Crops | 6 % |
| Government Payments | 6 % |
| CCC Loans on Grain for Income | 6 % |
| House Rents | 6 % |
| Cash Rents & Building Rents | 6 % |
| Crop Hail Insurance Proceeds | 6 % |
| Multi-Peril Insurance Proceeds | 6 % |
| Patronage Refunds and Dividends | 6 % |
| Other Gross Farm Crop Related Receipts | 6 % |
| Livestock Receipts-After deducting | |
| Livestock Purchase & Feed Purchases | 6 % |
| Interest and Dividends | 0 % |

Or

Minimum Fee – Manager shall receive an annual minimum fee of \$400.00 taken in December of the year it is earned.

- (b) Payment of Fee - The Manager may deduct the management fee from gross revenues received by the Manager at the time of deposit of revenue. On or before December 31 of each year, or as soon thereafter as possible, the Manager shall deduct from the Farm Account the balance of the management fee due for the year.
 - (c) Special Services - The Manager shall be separately compensated for special services requested by the Owner and not included in this Agreement. Special services shall include, but not be limited to: 1) extensive new building, rehabilitation or conservation programs not contemplated as of the date of this Agreement; 2) advice, consultation, and marketing services related to the sale of the Property; 3) special accounting and tax services; 4) negotiation of easements and right-of-ways.
 - (d) Fee Adjustments - The Owner agrees that the Manager may change the management fee schedule by sending the Owner by certified mail a new fee schedule no later than September 1. The new fee schedule shall then become effective on January 1 of the following calendar year.
5. Distribution of Net Revenue. The net revenue received each year from the operation of the Property, less any amount to be held in reserve for paying expenses in connection with the management of the Property shall be distributed to the Owner at least annually or at times as mutually agreed to by the Owner and the Manager. The Owner agrees to promptly advance funds to the Farm account if funds are needed to pay farm Real Estate Taxes and operating expenses.
6. Termination. This Agreement shall automatically terminate on December 31st of each year and may only be extended by written agreement of Owner and Manager in writing at least thirty (30) days prior to December 31st. This Agreement may be terminated by the Manager at any time by giving thirty (30) days written notice to the Owner. In addition, this Agreement may be terminated at any time upon the written consent of both the Manager and the Owner.

If this Agreement is terminated at any other time, the Manager shall be entitled to receive a pro-rata fee for the portion of the year prior to the termination date based on gross revenues for the previous year as follows:

| <u>Date of Termination</u> | <u>Percentage</u> |
|----------------------------------|-------------------|
| January 1 to February 28 (or 29) | 25% |
| March 1 to June 30 | 50% |
| July 1 to August 31 | 75% |
| September 1 to December 31 | 100% |

In the event the termination occurs during the first year of management of the farm and there is no previous crop year gross income which can be used to calculate the fee, the fee will be calculated at the annual minimum fee.

Any notice on termination shall be mailed to the office of the assigned Manager.

7. Purchase of Goods and Services. The Manager is authorized to purchase goods and services in relation to the management of the Property from any entity that is an affiliate of the Manager, provided that the compensation paid for such goods and services shall be competitive with nonaffiliated entities providing the same or similar goods and services.
8. Disposition of Assets. The Owner shall not assign, transfer, convey, or mortgage, or in any way dispose of grain, livestock, machinery, buildings, equipment, issues, rentals or profits arising out of or incidental to the operation without first giving the Manager written notice.
9. Legal Proceedings. At the discretion of Manager upon written request of the Owner and at the Owner's expense Manager may prosecute or defend any suits or proceedings affecting the Property, or the issues, rents, or profits arising therefrom.
10. Environmental Representations and Warranties. The Owner represents and warrants to the Manager, its successors and assigns that to the best of the Owner's knowledge there is no (i) environmental contamination on this or from this Property (ii) violation of any state, federal or local law, regulation or ordinance applicable to the Property (including environmental laws, regulations or ordinances and collectively called the "Laws").
11. Unlawful Operations. The Manager shall not be required by the Owner to conduct farming operations which may be in violation of environmental agency rules and regulations.
12. Binding Effect. This Agreement shall be binding upon the heirs, devisees, assignees, grantees and personal representative(s) of the Owner and upon the successor(s) of the Manager.
13. Non-Discrimination: THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT IT IS ILLEGAL FOR EITHER THE SELLER'S DESIGNATED AGENT OR THE SELLER TO REFUSE TO DISPLAY OR TO SELL TO ANY PERSON BECAUSE OF THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, ANCESTRY, AGE, MARTIAL STATUS, PHYSICAL OR MENTAL HANDICAP, FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR ANY OTHER CLASS PROTECTED BY ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.
14. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FIRST MID AG SERVICES, a division of
FIRST MID WEALTH MANAGEMENT COMPANY

OWNER

By: _____
Michael Bernhard

City of Rochelle

Its: _____
AVP, Farm Manager

EIN _____ 36-6006075

Address _____ 420 N. 6th St, PO Box 456

City, State, Zip _____ Rochelle, IL 61068

Phone _____ 815-561-2000

FAX _____

Email _____ jfiegeschuh@rochelleil.us

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“A RESOLUTION AUTHORIZING AND APPROVING A FARM MANAGEMENT
AGREEMENT BETWEEN FIRST MID AG SERVICES, A DIVISION OF FIRST MID
WEALTH MANAGEMENT COMPANY AND THE CITY OF ROCHELLE,” which was
adopted by the Mayor and City Council of the City of Rochelle on February 12, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of February, 2023.

CITY CLERK

File Attachments for Item:

9. A Resolution Waiving Competitive Bidding Requirements And Accepting The Proposal from Daupler Inc.

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

SUBJECT: An Ordinance Waiving Competitive Bidding Requirements And Accepting The Proposal from Daupler Inc.

Staff Contact: Blake Toliver Superintendent of Electric Operations

Summary: The City of Rochelle has used CRC as an after-hours call center for multiple years. We have navigated challenges with the call center over the past several years with little improvement. Several weeks ago, we were not notified of an outage until over 2 hours after it had begun. Thankfully due to other reporting systems the outage was addressed long before being notified by CRC. This behavior is unacceptable for our customers and employees. This could potentially put us in jeopardy if the situation is an emergency and our crews are not being notified. Due to the nature of this issue, we are asking to waive competitive bidding to switch call services immediately. Daupler uses state of the art AI calling and will also allow our customers to communicate via text message. This will also allow the customers to send pictures of an issue which could potentially lead to less truck rolls. Our customers can also select to talk to a person as well. The contract would be a one-year contract which will allow us to evaluate other solutions and determine if Daupler is meeting our expectations. Daupler has given us a list of references that have all been more than satisfied with their solution.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|----------------------|------------------|-----------------------|
| Multiple Departments | | \$52,150 |
| | | |
| | | |
| | | |

Strategic Plan Goal Application: CORE Service Delivery

Recommendation: Approve an Ordinance Waiving Competitive Bidding Requirements And Accepting the Proposal from Daupler Inc. in the amount of \$52,150



Rochelle Municipal Utilities

Section VI, Item 9.

TERM: 02/14/2024 – 02/13/2025

TO

Blake Toliver
Superintendent of Electric
Operations

CONTACT

815-562-4155
btoliver@rmu.net
333 Lincoln Highway
PO BOX 456
Rochelle, IL 61068

DATE

01/23/2024

PREPARED BY

Gracie Schweinfurth
Account Executive
Daupler, Inc.

CONTACT

913-999-7903
gracie@daupler.com

Daupler, Inc.

ADDRESS

8024 Conser St.
Overland Park, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com

PRODUCTS & SERVICES

| Item & Description | Quantity | Price | Total |
|---|----------------|---------------------------------------|----------|
| Daupler Answering Call Answering – After hours, weekend, and holiday usage – flat fee; no variable rate or upcharge for high volume months. | 1 | \$25,500 For 1 year, paid annually | \$25,500 |
| Response Management & Callout Module Call Escalation Functionality, Team formation Functionality, Problem Response Form Automation, Arrival/Departure Documentation, All Customer Interaction Documentation, Customer Communication Functionality, AI/classifier technology. Event Detection: Daupler's AI technology allows for identification of major outages happening within RMU, kicking off the response process and allowing for citizen engagement. Analytics: Department performance, individual user performance, incident report distributions, upgraded heatmap functionality, upgraded crew responsiveness analysis, upgraded performance analysis. | | \$11,850 For 1 year, paid annually | \$11,850 |
| Daupler Daytime Spill Over Daytime call answering spill over for call overflow, support, or temporary 24/7 answering service. | 1 | \$5,000 For 1 year, paid annually | \$5,000 |
| Mass Notification Module Sends and receives up to 250K notifications annually to the entire district or to a specific area, manage customer replies with preprogrammed, automated responses. | 1 | \$9,800 For 1 year, paid annually | \$9,800 |
| Integrations VueWorks - Includes one (1) integration with CMMS/Work Order Platform. Daupler will generate service requests, map and auto-populate key response fields. DataVoice - Establish and maintain Multispeak integration with DataVoice for cohesive communication and documentation. | 1 | Waived | Waived |
| Platform Users Up to <u>sixty-five (65) internal users</u> with access to the Daupler Platform, including supervisory and callout staff. | Up to 65 users | Waived | Waived |

Annual Total \$52,150

**Annual recurring costs are subject to an 7% technology uplift.*

The undersigned agree to the following Terms and Conditions and agree to the execution of this proposal as of the date signed, the Effective Date: [Daupler Terms and Conditions](#)

| | |
|---------------|----------------------------------|
| Daupler, Inc. | Rochelle Municipal Utilities, IL |
| Name | Name |
| Title | Title |
| Date | Date |
| Signature | Signature |

Daupler, Inc.

ADDRESS

1828 WALNUT ST, FL 3
KANSAS CITY, MO 64108

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
APPROVING THE PROPOSAL OF DAUPLER, INC.**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
APPROVING THE PROPOSAL OF DAUPLER, INC.**

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

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

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

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

WHEREAS, the City’s current after-hours answering services provider which takes calls from RMU customers reporting outages has been challenging to work with for the past several years; and

WHEREAS, a recent outage went unreported to the City for several hours by the City’s current answering services provider; and

WHEREAS, a consistent, answering services provider is absolutely necessary to serve utility customers and promptly alert the City of any outages; and

WHEREAS, in the interests of safety and minimizing risk, the City urgently needs to retain a new answering service provider; and

WHEREAS, the City recently obtained a quote from Daupler, Inc., in the amount of \$52,150 annually to serve as the City’s answering services provider (a copy of the proposal is attached herein as Exhibit A); and

WHEREAS, Daupler, Inc., uses state of the art technology and Artificial Intelligence which will provide a superior product and service compared to the City’s current provider; 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

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive the competitive bidding requirements and accept the proposal of Daupler, Inc., for after-hours answering services.

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and approve the proposal of Daupler, Inc., for after-hours answering services in the amount of \$52,150 annually and authorize the City Manager and/or his designee to execute the proposal attached as Exhibit A, any other documents consistent with the proposal subject to review and revision as to form by the City Attorney.

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

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

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

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

APPROVED THIS 12th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A**Rochelle Municipal Utilities, IL**

TERM: 02/14/2024 – 02/13/2025

**TO**

Blake Toliver
Superintendent of Electric
Operations

CONTACT

815-562-4155
btoliver@rmu.net
333 Lincoln Highway
PO BOX 456
Rochelle, IL 61068

DATE

01/23/2024

PREPARED BY

Gracie Schweinfurth
Account Executive
Daupler, Inc.

CONTACT

913-999-7903
gracie@daupler.com

Daupler, Inc.**ADDRESS**

8024 Conser St.
Overland Park, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com

PRODUCTS & SERVICES

| Item & Description | Quantity | Price | Total |
|---|----------------|---------------------------------------|-----------------|
| Daupler Answering Call Answering – After hours, weekend, and holiday usage – flat fee; no variable rate or upcharge for high volume months. | 1 | \$25,500 For 1 year, paid annually | \$25,500 |
| Response Management & Callout Module Call Escalation Functionality, Team formation Functionality, Problem Response Form Automation, Arrival/Departure Documentation, All Customer Interaction Documentation, Customer Communication Functionality, AI/classifier technology. Event Detection: Daupler's AI technology allows for identification of major outages happening within RMU, kicking off the response process and allowing for citizen engagement. Analytics: Department performance, individual user performance, incident report distributions, upgraded heatmap functionality, upgraded crew responsiveness analysis, upgraded performance analysis. | | \$11,850 For 1 year, paid annually | \$11,850 |
| Daupler Daytime Spill Over Daytime call answering spill over for call overflow, support, or temporary 24/7 answering service. | 1 | \$5,000 For 1 year, paid annually | \$5,000 |
| Mass Notification Module Sends and receives up to 250K notifications annually to the entire district or to a specific area, manage customer replies with preprogrammed, automated responses. | 1 | \$9,800 For 1 year, paid annually | \$9,800 |
| Integrations VueWorks - Includes one (1) integration with CMMS/Work Order Platform. Daupler will generate service requests, map and auto-populate key response fields. DataVoice - Establish and maintain Multispeak integration with DataVoice for cohesive communication and documentation. | 1 | Waived | Waived |
| Platform Users Up to <u>sixty-five (65)</u> internal users with access to the Daupler Platform, including supervisory and callout staff. | Up to 65 users | Waived | Waived |
| Annual Total | | | \$52,150 |

**Annual recurring costs are subject to an 7% technology uplift.*



The undersigned agree to the following Terms and Conditions and agree to the execution of this proposal as of the date signed, the Effective Date: [Daupler Terms and Conditions](#)

| | |
|---------------|----------------------------------|
| Daupler, Inc. | Rochelle Municipal Utilities, IL |
| Name | Name |
| Title | Title |
| Date | Date |
| Signature | Signature |

Daupler, Inc.

ADDRESS
1828 WALNUT ST, FL 3
KANSAS CITY, MO 64108

PHONE
+1-888-201-5652

WEB
DAUPLER.COM
info@daupler.com

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND APPROVING THE PROPOSAL OF DAUPLER, INC.” which was adopted by the Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of February 2024.

CITY CLERK

File Attachments for Item:

10. A Resolution Authorizing The Retention of Utility Financial Solutions, LLC for a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy

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

SUBJECT: Resolution Authorizing The Retention of Utility Financial Solutions, LLC for a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy

Staff Contact: Blake Toliver Superintendent of Electric Operations

Summary: The City would like to engage UFS, LLC for a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy. Our last cost of service study was completed in 2020. It is recommended that this study is done once every 3 to 5 years. With the volatility of the market and our ongoing generation study it was recommended that we complete a new cost of service study. While having discussions on the COS study it was also recommended that we investigate a green energy rate and residential time of use rates. These rates are becoming increasingly prevalent with electric vehicles and the switch to green energy. The line extension policy will also be updated for any new customer seeking to connect to our system.

UFS is a trusted partner and has the knowledge and expertise to complete the desired work.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|----------------|------------------|-----------------------|
| Electric Funds | | \$43,000 |
| | | |
| | | |
| | | |

Strategic Plan Goal Application: Core Service Delivery

Recommendation: Approve the Resolution Authorizing The Retention of Utility Financial Solutions, LLC for a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy



January 2024

Jeffrey A. Fiegenschuh, ICMA-CM, MPA
City Manager
City of Rochelle
420 North 6th Street
Rochelle, IL 61068

Utility Financial Solutions, LLC (UFS) is pleased to submit an engagement letter to provide an electric cost of service analysis with additional studies for Rochelle Municipal Utilities (RMU). Our proposal is based on our prior experience with completing cost of service studies for municipal utilities around the United States. UFS is an internationally known firm with a long-standing relationship and history of assisting municipalities with financial analysis and are recognized experts in the utility field. UFS personnel are instructors for the American Public Power Association, Southern Gas Association, and the National Association of Regulatory Utility Commissioners. Courses UFS instruct include financial planning, cost of service, rate design, and a series of Commission training programs.

Prior Experience: UFS is comprised of experienced staff including economists, engineers and finance professionals. Our reputation has allowed us to be the recommended rate consulting firm for numerous associations and agencies around the country. Our extensive experience provides Councils with studies that can be relied upon. Please feel free to contact the references included in this proposal.

Project Approach: UFS has obtained rate approval for thousands of utilities. Our unique approach includes development of key targets to keep the utility financially stable, development of minimum and maximum levels of rate adjustments, and identification of a long-term rate track for each utility. The key targets and development of the rate track is used as part of an educational presentation for the governing body to obtain guidance and input in the rate making process. Our methodology and the education provided is why we have grown to be the preferred provider of rate study services in the United States.

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at 616.403.5450.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Beauchamp", is written over a horizontal line.

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC



Detailed Breakout of Scope of Services

Completion of Cost of Service, Financial Projection, and Rate Design

- Cost of Service Analysis
 - Cost of service identifying cost to serve each class of customers
 - Minimum system analysis to identify cost to recover in customer charges
 - Load research development on how customers use electricity
 - Distribution breakdown of costs
- Financial Projection and long term rate track
 - Development of five-year financial projection
 - Identification of long term rate adjustments
 - Identification of projected debt coverage ratios
 - Minimum cash reserve for the utility to maintain
 - Identification of target operating income
- Rate Design for one year
 - Impact of rate designs at various usage levels within each class
 - Movement of rate toward cost of service
- Detailed report for Management in PDF format
 - Identifying process and result of study
- Presentation
 - Present the findings and recommendations to Management and governing body via WebEx – one virtual presentation included

Additional Studies

- Valuation of Solar Update
 - Determine of value of solar for customer behind the meter roof top solar installations
 - Valuation will consider power supply capacity, market prices of power supply, transmission costs and if applicable RMU sub-transmission assets.
- Residential Time of Use Rate Review
 - Review of current power supply, system loads to identify costs and time periods
 - Model year round TOU and analyze effect on customers and develop rate to update existing rate
- Green Energy Rate Update - Customers have option to participate in a green energy program. UFS will review the current resource mix that fits green energy criteria and identify green energy rate
- Identify Line Extension Policy
 - Identify contribution margins generated from current rates to fund infrastructure investments
 - Identify maximum potential contribution could make toward extension of service to a new customer
 - Compare with existing policy and examine differences



Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date January 17, 2024.
Payment will be made through submission of invoice which itemizes the work performed.

Check box to engage in service

| | | | |
|--------------------------|---|-----------|----------------------------|
| <input type="checkbox"/> | Cost of Service, Financial Projection, One-Year Rate Design | \$ 27,500 | |
| <input type="checkbox"/> | Value of Solar and Residential Time of Use | 10,000 | <i>Good faith estimate</i> |
| <input type="checkbox"/> | Green Energy Rate | 500 | |
| <input type="checkbox"/> | Line Extension Policy | 5,000 | <i>Good faith estimate</i> |

Anticipated Meetings:

- Initial meeting – Conference call to clarify scope of services, expectations of management and preliminary information request
- Fieldwork – Conference call to verify data provided
- Draft report with management - Conference call
- Final report with management – Conference call

Hourly Rates (travel is discounted at 50%)

| | |
|-----------------|-------------------|
| Mark Beauchamp | \$ 355.00 |
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| Chris Lund | \$ 270.00 |
| Jillian Jurczyk | \$ 200.00 |
| Joan Bakenhus | \$ 165.00 |
| Support Staff | \$ 75.00 – 130.00 |

Deliverables in pdf:

- 1) Long-term financial projection and rate track
- 2) Cost of service analysis
- 3) Minimum cash reserve determination
- 4) Debt service ratio
- 5) Target operating income (rate of return)
- 6) One-year rate design & revenue proof
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- 8) Develop/ Update Residential TOU Rate
- 9) Identify Green Energy Rate
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Onsite Meetings + Out of Scope Pricing

Any requested and approved onsite presentation will be billed at hourly rates with a 50% discount on related travel time. Out of pocket travel expenses are billed at cost. All costs incurred from schedule changes initiated by client after booking will be considered out of pocket. Out of scope items and work hours will be billed at the hourly rates listed on this page.

We look forward to exceeding your expectations. Please sign, date, and return to mjohnson@ufswb.com at your earliest convenience.

Sincerely,

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date:

Accepted By:

RMU

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH UTILITY FINANCIAL SOLUTIONS, LLC**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE

Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH UTILITY FINANCIAL SOLUTIONS, LLC**

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, the RMU is seeking a consultant with qualified expertise in utility finance to provide a Cost-of-Service Study, Value of Time of Use Study, Green Energy Rate, and Line Extension Policy; and

WHEREAS, Utility Financial Solutions, LLC, has expert economists, engineers and finance professionals which specialize in providing finance planning, Cost-of-Service studies, and other services to utilities; 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 enter into a Professional Services Agreement with Utility Financial Solutions, LLC, (a copy of the Agreement is attached herein as Exhibit A).

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

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

SECTION TWO: The Village Manager or his designee is authorized to execute the Professional Services Agreement with Utility Financial Solutions, LLC, (attached herein as Exhibit A), and any other documents necessary to carry out the terms of the Agreement, subject to review as to form and content by the City attorney.

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

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

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

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

APPROVED THIS 12th day of February 2024.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

January 2024

Jeffrey A. Fiegenschuh, ICMA-CM, MPA
City Manager
City of Rochelle
420 North 6th Street
Rochelle, IL 61068

Utility Financial Solutions, LLC (UFS) is pleased to submit an engagement letter to provide an electric cost of service analysis with additional studies for Rochelle Municipal Utilities (RMU). Our proposal is based on our prior experience with completing cost of service studies for municipal utilities around the United States. UFS is an internationally known firm with a long-standing relationship and history of assisting municipalities with financial analysis and are recognized experts in the utility field. UFS personnel are instructors for the American Public Power Association, Southern Gas Association, and the National Association of Regulatory Utility Commissioners. Courses UFS instruct include financial planning, cost of service, rate design, and a series of Commission training programs.

Prior Experience: UFS is comprised of experienced staff including economists, engineers and finance professionals. Our reputation has allowed us to be the recommended rate consulting firm for numerous associations and agencies around the country. Our extensive experience provides Councils with studies that can be relied upon. Please feel free to contact the references included in this proposal.

Project Approach: UFS has obtained rate approval for thousands of utilities. Our unique approach includes development of key targets to keep the utility financially stable, development of minimum and maximum levels of rate adjustments, and identification of a long-term rate track for each utility. The key targets and development of the rate track is used as part of an educational presentation for the governing body to obtain guidance and input in the rate making process. Our methodology and the education provided is why we have grown to be the preferred provider of rate study services in the United States.

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at 616.403.5450.

Sincerely,

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC



Detailed Breakout of Scope of Services

Completion of Cost of Service, Financial Projection, and Rate Design

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- Identify Line Extension Policy
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Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date January 17, 2024. Payment will be made through submission of invoice which itemizes the work performed.

Check box to engage in service

| | | | |
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| <input type="checkbox"/> | Cost of Service, Financial Projection, One-Year Rate Design | \$ 27,500 | |
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Anticipated Meetings:

- Initial meeting – Conference call to clarify scope of services, expectations of management and preliminary information request
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We look forward to exceeding your expectations. Please sign, date, and return to mjohnson@ufsweb.com at your earliest convenience.

Sincerely,

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date:

Accepted By:

RMU

STATE OF ILLINOIS)
)
 COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
 “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
 UTILITY FINANCIAL SOLUTIONS, LLC” which was adopted by the Mayor and City Council
 of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
 the City of Rochelle this 12th day of February, 2024.

 CITY CLERK

File Attachments for Item:

11. Rte. 38 Substation Switchgear Purchase Recommendation

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

SUBJECT: Rte. 38 Substation Switchgear Purchase Recommendation

Staff Contact: Blake Toliver, Superintendent of Electric Operations

Summary:

2/12/24 We are bringing this back to council due to an error on the bid cover sheet. The numbers were transposed, and the bid was entered as \$2,672,000 whereas the actual proposal was \$2,762,000. We are asking that the ordinance be amended and approved for the correct dollar amount.

The City received and opened bids on December 05, 2023 for the switchgear purchase, a part of the Rte. 38 Substation project. A total of one (1) bid was received and has been reviewed for completeness and ability to meet specification requirements.

Below is a summary of the total bid upon review of their documents.

| Bidder | Total Bid Price | Alternate Option Adder | Lead Time |
|-----------|-----------------|------------------------|-----------|
| Avail/AZZ | \$2,762,000 | \$637,000.00 | 77 weeks |

The bid from Avail/AZZ was the only bid at \$2,762,000for Specification 2008K002, no major exceptions were listed. The bid does include material and labor escalator language since the leadtime is so long. Avail/AZZ has a good list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid is over the Engineer’s estimate of \$1,800,000 for the contract. Unfortunately, electric utility materials continue to increase rapidly. The city does need to expand their system with this Rte. 38 substation, and we do not see pricing come down anytime soon. Therefore, BHMG recommends awarding the contract to Avail/AZZ for the supply of the switchgear and evaluate purchasing the adder later.

Funding Sources:

| Source: | Budgeted Amount: | Proposed Expenditure: |
|----------------|------------------|-----------------------|
| Electric Funds | \$11,900,000 | \$2,762,000 |
| | | |
| | | |
| | | |

Strategic Plan Goal Application: Infrastructure Effectiveness & Improvement.

Recommendation: Award the Rte. 38 Substation Switchgear Purchase to AZZ in the amount of \$2,762,000



9735 Landmark Parkway Drive
Suite 110A
St. Louis, MO 63127

Blake Toliver

December 7, 2023

Electric Department / Rochelle Municipal Utilities

E: btoliver@rmu.net

P: (815) 901-5257

Ref: 2201K002 – Rte. 38 Substation
Switchgear Purchase Recommendation

Dear Mr. Blake Toliver:

The City received and opened bids on December 05, 2023 for the switchgear purchase, a part of the Rte. 38 Substation project. A total of one (1) bid was received and has been reviewed for completeness and ability to meet specification requirements. Below is a summary of the total bid upon review of their documents.

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The low bid is over the Engineer's estimate of \$1,800,000 for the contract. Unfortunately, electric utility materials continue to increase rapidly. The city does need to expand their system with this Rte. 38 substation, and we do not see pricing come down anytime soon. Therefore, BHM&G recommends awarding the contract to Avail/AZZ for the supply of the switchgear and evaluate purchasing the adder later.

With the City's approval, release, and financial approval, BHM&G will assist in issuing contract documents. Should you have any questions concerning the proposals or the project, please do not hesitate to contact us.

Sincerely,

Chris Couch

Assistant Project Manager

Enclosures: Bid Tab, Quotes

bhmg.com
636.296.8600



2201 K001 Rochelle Municipal Utilities - Rte. 38 Substation - Switchgear Purchase

| | | | | | |
|---|---|--|---|---|---|
| BIDDERS / PROPOSALS | Avail | | | | |
| | Electrorep | | | | |
| | | | | | |
| | | | | | |
| BID SECURITY | 5% | | | | |
| Furnish the Goods & Special Services for the Equipment Purchase | 2,672,000- | | | | |
| PROJECT COMPLETION TIME - PROPOSAL 1 | 6/1/2025 | | | | |
| | | | | | |
| | <input checked="" type="checkbox"/> Registered Bidder | <input checked="" type="checkbox"/> Registered Bidder | | | Registered Bidder |
| | <input checked="" type="checkbox"/> Non-Collusion Affidavit | | Non-Collusion Affidavit | | Non-Collusion Affidavit |
| | <input checked="" type="checkbox"/> Bid Bond | | Bid Bond | | Bid Bond |
| | <input checked="" type="checkbox"/> Bid Form | | Bid Form | | Bid Form |
| | | Any other documents as required by the specification | Any other documents as required by the specifcation | Any other documents as required by the specifcation | Any other documents as required by the specifcation |
| BHMG ENGINEERS, INC. Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127 | | Rochelle Municipal Utilities Rte. 38 Substation Switchgear Purchase Bids Received 12/5/23, 2:00 p.m. | | Bid Opening Witnesses: City: _____ BHMG: <u>Laura Stac Klee</u> | |

BID FORM
Table of Contents

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Article 2 - BIDDER’S ACKNOWLEDGMENTS2

Article 3 - BIDDER’S REPRESENTATIONS2

Article 4 - BIDDER’S CERTIFICATIONS.....3

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Article 6 - TIME OF COMPLETION6

Article 7 - ATTACHMENTS TO THIS BID6

Article 8 - DEFINED TERMS.....6

Article 9 - BID SUBMITTAL7

This Bid is submitted by: Avail Switchgear Systems

Bid Form

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Rochelle
420 N. 6th Street
Rochelle, IL 61068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Buyer in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| Addendum No. | Addendum Date |
|-------------------|-------------------|
| <u>NA</u> | <u>NA</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

B. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

- C. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.
- D. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.
- E. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will furnish the Goods and Special Services in accordance with the Contract Documents including Allowance No. 1, as stipulated in the below documents for required scope changes for the following price(s):

| | |
|--|---------------------|
| Lump Sum Bid Price Including Allowance: | \$ 2,672,000 |
|--|---------------------|

SCHEDULE GUARANTEES

| | | |
|---------------------------------|----------------------------|------------------------|
| Drawing Submittal: | <u>140</u> | Calendar days from ARO |
| Assembly Complete: | <u>See proposal letter</u> | Calendar days from ARO |
| Factory Testing Complete: | <u>See proposal letter</u> | Calendar days from ARO |
| Delivery; Shall be Received by: | <u>06/01/2025</u> | |

EQUIPMENT DETAILS

| | |
|---------------|---------------------------------|
| Manufacturer: | <u>Avail Switchgear Systems</u> |
| Total Weight: | <u>~ 145,000</u> lbs. |

| | |
|--|-------------------------|
| Alternate Option Bid Price (Adder to above or Lump Sum) | \$ 637,000 adder |
|--|-------------------------|

SCHEDULE GUARANTEES

| | | |
|---------------------------------|----------------------------|------------------------|
| Drawing Submittal: | <u>140</u> | Calendar days from ARO |
| Assembly Complete: | <u>See proposal letter</u> | Calendar days from ARO |
| Factory Testing Complete: | <u>See proposal letter</u> | Calendar days from ARO |
| Delivery; Shall be Received by: | <u>06/01/2025</u> | |

RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

EQUIPMENT DETAILS

Manufacturer: Avail Switchgear Systems
Total Weight: ~190,000 lbs.

5.02 Allowances

A. General

- a. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

- a. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.
- b. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

- a. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.
- b. Once the owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

- a. The following allowances shall be included in the base bid.
- b. Allowance No. 1 – include the stipulated sum of \$100,000.00 for required scope change in the project.

- 5.03 It is understood and agreed by the undersigned that the Municipal Utility reserves the unrestricted privilege to reject the foregoing proposal indicated above and which the Municipality may consider excessive or unreasonable; to accept such proposal which it may consider fair and reasonable.

The lump sum of the proposal shall be the basis for establishing the amount of the performance bond and for comparison of bids.

The above delivery dates and times are to be filled in by the bidder before

submitting his proposal.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the work will be substantially complete on or before date specified in 5.01 and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after date specified in 5.01.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Bid Bond
 - B. Non-Collusion Affidavit
 - C. Bidder's Qualifications
 - D. List of Proposed Suppliers
 - E. List of References.

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type: _____
(General Business, Professional, Service, Other)

By: _____
(Signature – attach evidence of authority to sign)

Name: (typed or printed) _____

Title: _____
(Corporate Seal)

Attest: _____
(Signature of Corporate Secretary)

Business Address: _____

Phone: _____

Email Address: _____

A Limited Liability Company (LLC)

LLC Name: AIS Holding Company LLC

State in which organized: Georgia

By: Jacob Brune
(Signature – attach evidence of authority to sign)

Name: (typed or printed) Jacob Brune

Business Address: 560 Horizon Drive, Suite 100
Suwanee, GA 30024

Phone: 573.592.1219

Email: jacob.brune@avainfra.com

RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

BID BOND

PENAL SUM FORM

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER

Name: Central Electric Manufacturing Company, LLC d/b/a/ Avail Switchgear Systems
Address: 7911 Old US Highway 54, Fulton , MO 65251

SURETY

(Name and Address of Principal Place of Business)

Name: Travelers Casualty and Surety Company of America
Address: One Tower Square, Hartford, CT 06183

OWNER

Name: City of Rochelle
Address: 420 N 6th Street, Rochelle, IL 61068

BID

Bid Due Date: 12/05/2023
Project: Rochelle Municipal Utilities; Rte. 38 Substation-Switchgear Purchase

BOND

Bond Number: Bid Bond
Date: December 5, 2023
(Not later than Bid due date)

Penal Sum: Five Percent of the Amount Bid \$ 5% of the Amount Bid
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Central Electric Manufacturing Company, LLC
d/b/a/ Avail Switchgear Systems
Bidder's Name and Corporate Seal

(Seal)
Travelers Casualty and Surety Company of America
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title

By: [Signature]
Signature and Title
(Attach Power of Attorney)
Abigail E. Curtiss, Attorney-in-Fact

Attest: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title
Dana E. Wium, Witness

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
 - 3.2. All Bids are rejected by Owner.
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ABIGAIL E CURTISS** of **FARMINGTON**, Connecticut, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **December**, 2023.



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

CAPITAL STOCK \$6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|---|------------------|--|------------------|
| BONDS | \$ 4,788,996,790 | LOSSES | \$ 1,385,257,132 |
| STOCKS | 102,839,111 | LOSS ADJUSTMENT EXPENSES | 133,884,803 |
| CASH AND INVESTED CASH | 20,110,068 | COMMISSIONS | 55,456,724 |
| OTHER INVESTED ASSETS | 5,681,540 | OTHER EXPENSES | 49,033,047 |
| SECURITIES LENDING REINVESTED COLLATERAL ASSETS | 25,805,872 | TAXES, LICENSES AND FEES | 18,807,425 |
| INVESTMENT INCOME DUE AND ACCRUED | 42,265,768 | REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSES | (1,738,793) |
| PREMIUM BALANCES | 308,425,453 | UNEARNED PREMIUMS | 1,394,161,189 |
| REINSURANCE RECOVERABLE | 57,954,515 | ADVANCE PREMIUM | 3,880,400 |
| NET DEFERRED TAX ASSET | 88,131,600 | POLICYHOLDER DIVIDENDS | 18,122,229 |
| CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE AND INTEREST | 3,250,318 | CEDED REINSURANCE NET PREMIUMS PAYABLE | 73,928,911 |
| GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT | 1,059,482 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 23,588,276 |
| RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES | 14,868,600 | REMITTANCES AND ITEMS NOT ALLOCATED | 5,082,055 |
| OTHER ASSETS | 983,374 | PROVISION FOR REINSURANCE | 6,484,384 |
| | | PAYABLE FOR SECURITIES LENDING | 25,805,872 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 785,441 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 188,614 |
| | | TOTAL LIABILITIES | \$ 3,190,685,707 |
| | | | |
| | | CAPITAL STOCK | \$ 6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,808,161,022 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$ 2,249,444,782 |
| | | | |
| TOTAL ASSETS | \$ 5,440,130,489 | TOTAL LIABILITIES & SURPLUS | \$ 5,440,130,489 |

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.
CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2023

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Missouri

COUNTY OF Callaway

Jacob Brune, being first duly sworn, deposes and says that he is Sales Engineer * (~~sole owner, partner, president, secretary, etc.~~) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: [Signature]
Title: Sales Engineer

Subscribed and sworn to before me this 29th day of November 20 23

[Signature]
Notary Public

Seal of Notary:

LORETTA LYNN TAYLOR
Notary Public, Notary Seal
State of Missouri
Audrain County
Commission # 15659657
My Commission Expires 10-21-2027

* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

SECTION 00420**Qualifications****PART 1 – GENERAL****1.01 SECTION INCLUDES**

- A. Appointment of Counsel
- B. Pre-qualifications
- C. Bidder's Qualifications
- D. Certifications
- E. References
- F. Signatures.

1.02 AWARD OF BID

- A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.
- B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

PART 2 – QUALIFICATIONS**2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT**

- A. Bidder has appointed None, whose address is 7911 Old US Highway 54, Fulton, MO 65251, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

2.02 PRE-QUALIFICATION

- A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.
- C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.
- E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
 - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
 - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.

2.05 REFERENCES

- A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.
- B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous

Projects with very similar Scope of Work completed under the current Bidder's name.

- C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name:

Federal Taxpayer Identification Number:

By:

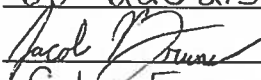
Title:

By:


Title:

AIS Holding Company LLC

88-2202150

 Jacob Brune

Sales Engineer

 JAKE MYERS

SALES ENGINEER

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

PART 3 – EXECUTION NOT USED

END OF SECTION

**Rochelle Municipal Utilities (BHMG)
Rte. 38 Substation Switchgear
Preliminary Bill of Material**

| Description | Qty |
|---|----------|
| COMPONENTS | 1 |
| <u>Power Switching Components</u> | |
| 38kV | |
| Breaker Accessory, Eaton, 38kV, Spin-free levering-in crank (Breaker Accessory, Eaton, 38kV, VCPW-HD breaker) -- 8079A35G05 | 2 |
| Breaker Accessory, Eaton, 38kV, Manual charging handle -- 8064A02G11 | 2 |
| Breaker Accessory, Eaton, 38kV, Test jumper -- 72C2574G03 | 1 |
| Breaker Accessory, Eaton, 38kV, Test Cabinet - Any DC close and any trip -- 8346A28G71 | 1 |
| Breaker Accessory, Eaton, 38kV, Thru door electric levering-in crank 120 Vac only -- 70A2589G01 15kV | 1 |
| Accessory, Eaton, 5/15 kV, Standard set of accessories - Levering-in crank with clutch; Extension rails (right and left, one set); Manual charging handle; Set of rail clamps -- 1A30136G02 | 2 |
| Accessory, Eaton, 5/15kV, Electrical levering-in device -- 1A30257G01 | 1 |
| Accessory, Eaton, 5/15kV, Test jumper -- 6526C23G11 | 1 |
| Accessory, Eaton, 5/15kV, Test cabinet - Any DC close and any trip -- 8346A28G21 | 1 |

| Description | Qty |
|--|----------|
| Unit #1 Main Incoming Aux, 34kV | 1 |
| <u>Power Switching Components</u> | |
| Mini-Module, Eaton, 38kV, for all 600/1200/1600/2000 (all) and 2500 A (<31.5 kA breaker) mini-module (55 inches high) --- 72C2506G01 | 1 |
| Breaker, Eaton, 38kV, 2000A, 40kA, 5 cycle, 380VCPW-HD 40 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 2000/5, C200, CT340-202MR | 12 |
| PT, AMRAN, 20125:120, 38kV, 60Hz, V36.7-20125 | 1 |
| Fuse, Various, 38kV, 1E | 1 |
| <u>Relaying and Controls</u> | |
| 11#1-1000, SEL-0311C113H3J54X2 | 1 |
| 11#2-1000, SEL-0311L03H03254XXXX | 1 |
| 11-BH10, SEL-0587Z0X315312XX | 1 |
| MFPM-1000, SATEC PM172E-N-U-5-60HZ-ACDC-00 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 6 |
| TS, ABB FT-1 129A511G01 Code # 011 | 1 |
| TS, ABB FT-1 129A514G01 Code # 014 | 4 |
| TS, ABB FT-1 129A516G01 Code # 016 | 6 |
| TS, ABB Blank Code # 000 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| 86DTT-L1, Electroschwitch, Direct Transfer Trip Lockout Relay, 7803D | 1 |
| 86-BH, Electroschwitch, 34.5kV Bus Lockout Relay, 7808D | 1 |
| White Indicating Light, GE, ET-16 | 2 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Ball Stud, AB Chance, CE2468 | 3 |
| Stud Cover, AB Chance, CE2467 | 3 |
| Surge Arrester, Station, 21kV | 3 |

| Description | Qty |
|---|----------|
| Unit #2, Transformer #1 | 1 |
| <u>Power Switching Components</u> | |
| Mini-Module, Eaton, 38kV, for all 600/1200/1600/2000 (all) and 2500 A (<31.5 kA breaker) mini-module (55 inches high) -- 72C2506G01 | 1 |
| Breaker, Eaton, 38kV, 1200A, 40kA, 5 cycle, 380VCPW-HD 40 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 1200/5, C200, CT340-122MR | 9 |
| CT, AMRAN, 2000/5, C200, CT340-202MR | 3 |
| PT, AMRAN, 20125:120, 38kV, 60Hz, V36.7-20125 | 3 |
| Fuse, Various, 38kV, 1E | 3 |
| <u>Relaying and Controls</u> | |
| 11#1-T10, SEL-07872EE1A3A2A79850230 | 1 |
| 11#2-T10, SEL-0387A0103X3X54X | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 6 |
| TS, ABB FT-1 129A514G01 Code # 014 | 2 |
| TS, ABB FT-1 129A518G01 Code # 018 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| 43R/L, Electroschwitch, Transformer LTC Tap Raise/Low Control Switch, 8845DB | 1 |
| 43M/A, Electroschwitch, Transformer LTC Tap Manual/Auto Select Switch, 9203DD | 1 |
| 43L/R, Electroschwitch, Transformer LTC Tap Local/Remote Control Switch, 24203B | 1 |
| 86T10, Electroschwitch, Direct Transformer Differential Lockout Relay, 7803D | 1 |
| INCON 1250B-4-I-M-120, XFMR LTC Position Indicator | 1 |
| White Indicating Light, GE, ET-16 | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Ball Stud, AB Chance, CE2468 | 3 |
| Stud Cover, AB Chance, CE2467 | 3 |

| Description | Qty |
|---|------------|
| Unit #3, 38kV Future Feeder | 1 |
| <u>Power Switching Components</u> | |
| Mini-Module, Eaton, 38kV, for all 600/1200/1600/2000 (all) and 2500 A (<31.5 kA breaker) mini-module (55 inches high) -- 72C2506G01 | 1 |
| Breaker, Eaton, 38kV, 1200A, 40kA, 5 cycle, 380VCPW-HD 40 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 1200/5, C200, CT340-122MR | 9 |
| CT, AMRAN, 2000/5, C200, CT340-202MR | 3 |
| <u>Relaying and Controls</u> | |
| 11#1-200, SEL-751101A3A2A2B851C00 | 1 |
| 11#2-200, SEL-0351A032X3E54X1 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 4 |
| TS, ABB FT-1 129A514G01 Code # 014 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Ball Stud, AB Chance, CE2468 | 3 |
| Stud Cover, AB Chance, CE2467 | 3 |
| Surge Arrester, Station, 21kV | 3 |
| | |
| Description | Qty |
| Unit #4, 38kV Future Feeder (BLANK) | 1 |

| Description | Qty |
|--|----------|
| Unit #5, 38kV Main Incoming | 1 |
| <u>Power Switching Components</u> | |
| Mini-Module, Eaton, 38kV, for all 600/1200/1600/2000 (all) and 2500 A (<31.5 kA breaker) mini-module (55 inches high) --- 72C2506G01 | 1 |
| Breaker, Eaton, 38kV, 2000A, 40kA, 5 cycle, 380VCPW-HD 40 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 2000/5, C200, CT340-202MR | 12 |
| PT, AMRAN, 20125:120, 38kV, 60Hz, V36.7-20125 | 1 |
| Fuse, Various, 38kV, 1E | 1 |
| <u>Relaying and Controls</u> | |
| 11#1-1000, SEL-0311C113H3J54X2 | 1 |
| 11#2-1000, SEL-0311L03H03254XXXX | 1 |
| MFPM-1000, SATEC PM172E-N-U-5-60HZ-ACDC-00 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 6 |
| TS, ABB FT-1 129A511G01 Code # 011 | 1 |
| TS, ABB FT-1 129A514G01 Code # 014 | 3 |
| 52CS, Electros witch, Breaker Control Switch, 2457D | 1 |
| 86DTT-L2, Electros witch, Direct Transfer Trip Lockout Relay, 7803D | 1 |
| White Indicating Light, GE, ET-16 | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Ball Stud, AB Chance, CE2468 | 3 |
| Stud Cover, AB Chance, CE2467 | 3 |
| Surge Arrester, Station, 21kV | 3 |

| Description | Qty |
|--|----------|
| Unit #6-9, 15kV Feeder | 4 |
| <u>Power Switching Components</u> | |
| Compartment Kit, Eaton, 5/15kV, Roll-in, 1200A, 41 kA, Glass Polyester, Lower, Bus and Line -- 1C19907G311 | 1 |
| Breaker, Eaton, 15kV, 1200A, 40kA, 5 cycle, K=1, 150VCP-W40, with factory install wheels (ROF) | 1 |
| TOC, Eaton, 5/15kV, 5A/5B contacts -- 1C20006G15 | 1 |
| MOC, Eaton, 5/15kV, 10A/8B contacts (connect only) -- 1C20007G31 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 2000/5, C200, CT102-202MR | 3 |
| CT, AMRAN, 1200/5, C200, CT102-122MR | 3 |
| <u>Relaying and Controls</u> | |
| 11#1-10x, SEL-751101A3A2A2B851C00 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 1 |
| TS, ABB FT-1 129A514G01 Code # 014 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Surge Arrester, Station Class, 15kV | 3 |
| Ball Stud, AB Chance, CE2468 | 6 |
| Stud Cover, AB Chance, CE2467 | 3 |

| Description | Qty |
|--|----------|
| Unit #10, 15kV Main | 1 |
| <u>Power Switching Components</u> | |
| Compartment Kit, Eaton, 5/15kV, Roll-in, 2000A, 41 kA, Glass Polyester, Lower, Bus and Line -- 1C19907G321 | 1 |
| Breaker, Eaton, 15kV, 2000A, 40kA, 5 cycle, K=1, 150VCP-W40, with factory install wheels (ROF) | 1 |
| TOC, Eaton, 5/15kV, 5A/5B contacts -- 1C20006G15 | 1 |
| MOC, Eaton, 5/15kV, 10A/8B contacts (connect only) -- 1C20007G31 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 2000/5, C200, CT102-202MR | 12 |
| Line PT, 8050:120, 15kV, 60Hz | 1 |
| Fuse, Various, 15kV, 1E | 1 |
| <u>Relaying and Controls</u> | |
| 11#1-2000, SEL-751101A3A2A2B851C00 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 1 |
| TS, ABB FT-1 129A514G01 Code # 014 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Surge Arrester, Station Class, 15kV | 3 |
| Ball Stud, AB Chance, CE2468 | 6 |
| Stud Cover, AB Chance, CE2467 | 3 |

| Description | Qty |
|---|----------|
| Unit #11, CPT Bus Diff. | 1 |
| <u>Power Switching Components</u> | |
| <u>Metering</u> | |
| CPT, ITI, 8050, 75KVA | 1 |
| Fuse, Various, 15kV, 25E | 1 |
| CPT Secondary Breaker, Various | 1 |
| DOOR INTERLOCKING MECHANISM | |
| Key Interlock, Kirk, Mechanism | 1 |
| Key Interlock, Kirk, Shaft | 1 |
| Key Interlock, Kirk, Handle | 1 |
| Bus PTs, 8050:120, 15kV, 60Hz | 3 |
| Fuse, Various, 15kV, 1E | 3 |
| <u>Relaying and Controls</u> | |
| 11-BL20, SEL-0587Z0X315312XX | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 2 |
| TS, ABB FT-1 129A514G01 Code # 014 | 1 |
| TS, ABB FT-1 129A516G01 Code # 016 | 5 |
| 86-BL20, Electroschwitch, 34.5kV Bus Lockout Relay, 7808D | 1 |
| White Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |

| Description | Qty |
|--|----------|
| Unit #12, Tie OR Future (Optional, see pricing 1A in proposal) | 1 |
| <u>Power Switching Components</u> | |
| Compartment Kit, Eaton, 5/15kV, Roll-in, 2000A, 41 kA, Glass Polyester, Lower, Bus and Line -- 1C19907G321 | 1 |
| Breaker, Eaton, 15kV, 2000A, 40kA, 5 cycle, K=1, 150VCP-W40, with factory install wheels (ROF) | 1 |
| TOC, Eaton, 5/15kV, 5A/5B contacts -- 1C20006G15 | 1 |
| MOC, Eaton, 5/15kV, 10A/8B contacts (connect only) -- 1C20007G31 | 1 |
| <u>Metering</u> | |
| CT, AMRAN, 2000/5, C200, CT102-202MR | 12 |
| <u>Relaying and Controls</u> | |
| 11#1-10x, SEL-751101A3A2A2B851C00 | 1 |
| TS, ABB FT-1 129A501G01 Code # 001 | 1 |
| TS, ABB FT-1 129A514G01 Code # 014 | 2 |
| 52CS, Electroschwitch, Breaker Control Switch, 2457D | 1 |
| Green Indicating Light, GE, ET-16 | 1 |
| Red Indicating Light, GE, ET-16 | 1 |
| Corning Fiber Cable | 1 |
| <u>MISC</u> | |
| Hubbell Breaker Operation Plug, HBL2411 | 1 |
| Surge Arrester, Station Class, 15kV | 3 |
| Ball Stud, AB Chance, CE2468 | 6 |
| Stud Cover, AB Chance, CE2467 | 3 |

| Description | Qty |
|--|----------|
| Comm - Fiber Panel | 1 |
| SEL-2730M0ARAX1112AAAAX0, Security Ethernet Switch | 2 |
| SEL-3530#9GFJ, RTAC #1 | 3 |
| SEL-2242#5DPM, RTAC Chassis/Backplane | 1 |
| SEL-224311X0, RTAC Power Coupler | 1 |
| SEL-22442424X0, RTAC Digital Input Module | 4 |
| SEL-22443131X0, RTAC Digital Output Module | 1 |
| SEL-22452121XX0, RTAC DC Analog Input Module | 1 |
| Wilmore, 1766-130-120-60-U, DC/AC Power Converter | 1 |
| Corning CCH-02U, Fiber Connector Housing | 2 |
| Corning CCH-CS12-A9-P00RE Fiber Cassette | 8 |
| POWER STRIP | 1 |
| FUSE BLK 1P MARATHON F30A1S | 3 |
| TB 12 POLE GE EB25B12 | 30 |
| 1/4"x1" PNL GROUND BUS | 1 |
| NAMEPLATES | 10 |
| UNISTRUT per 8 Ft. | 1 |
| GROMMETTED HOLE | |
| FUSE BLOCK PLASTIC GUARD | 3 |
| LUGS-GROUNDING (EACH) | 4 |
| HEATER ANIT-CONDENSATION | 1 |
| LIGHT PORCELAIN & SWITCH | 1 |
| 1RU PANEL 19" RACK | 1 |
| 3RU PANEL 19" RACK | 6 |

| Description | Qty |
|---|----------|
| SCADA Panel | 1 |
| Computer, SEL-3355#0BKK | 1 |
| Keyboard Kit, SEL-91610049 | 1 |
| HMI, SEL-91610054, Touch Screen Monitor/Display Kit | 1 |
| GPS Clock, SEL-24070003B | 1 |
| POWER STRIP | 2 |
| FUSE BLK 1P MARATHON F30A1S | 3 |
| TB 12 POLE GE EB25B12 | 20 |
| 1/4"x1" PNL GROUND BUS | 1 |
| NAMEPLATES | 6 |
| UNISTRUT per 8 Ft. | 1 |
| GROMMETTED HOLE | |
| LUGS-GROUNDING (EACH) | 1 |
| HEATER ANIT-CONDENSATION | 1 |
| LIGHT PORCELAIN & SWITCH | 1 |
| 3RU PANEL 19" RACK | 10 |

| Description | AISLE | Qty |
|---|-------|-----|
| <u>Battery System</u> | | |
| Battery Set, ALCAD, LSe200 | | 1 |
| Battery Freight | | 1 |
| Battery Rack | | 1 |
| Battery Exhaust Fan | | 1 |
| Battery Safety Disconnect Switch | | 1 |
| Motorized Intake Air Damper | | 1 |
| Ventilation Timer Controls | | 1 |
| Battery Charger | | 1 |
| DC Panel | | 2 |
| Hydrogen Detector, ARRGH, TYPE H2 | | 1 |
| Battery Electrolyte Test Kit | | 1 |
| Eye Wash Station | | 1 |
| <u>AC System</u> | | |
| Duplex Receptacle | | 5 |
| Auto Transfer Switch | | 1 |
| AC Panel | | 1 |
| Manual Transfer Switch, Eaton, DT325NGK, 400A | | 1 |
| <u>Lighting</u> | | |
| Interior LED Lights | | 13 |
| Exterior Lights | | 2 |
| Emergency/Exit Lights | | 2 |
| Light Switch | | 2 |
| <u>HVAC System</u> | | |
| HVAC, Bard, Heat Pump | | 2 |
| Filter, 1" Washable | | 2 |
| Motorized Fresh Air Damper | | 2 |
| V (LPC, LAC, ALR, DDC) | | 2 |
| Supply Register | | 2 |
| Return Register | | 2 |
| HVAC Disconnect Switch, Eaton, DG322URB | | 2 |
| HI/LO Temp Alarm Assembly | | 2 |
| Thermostat, MC4002-A | | 2 |
| Fire Detection Heat Detector | | 2 |
| Aisle Heater | | 1 |
| <u>MISC</u> | | |
| TWO DOOR FREE STANDING TERMINATION CABINET | | 1 |
| Fiber Entrance Cabinet | | 1 |
| Smoke Detector | | 2 |
| Fire Alarm Panel | | 1 |
| Fire Extinguisher | | 2 |
| Door Alarm Contacts | | 2 |
| Door LHR Door Frame | | 1 |
| Door RHR Door Frame | | 1 |
| Door 3' x 7' LHR 16 Gauge | | 1 |
| Door 3' x 7' RHR 16 Gauge | | 1 |
| Personnel Door Sweeps | | 2 |
| Personnel Door Gasketing | | 2 |

| | |
|------------------------------------|----------|
| Personnel Door Threshold | 2 |
| Personnel Door Heavy Weight Hinges | 6 |
| Panic Door Hardware LHR | 1 |
| Panic Door Hardware RHR | 1 |
| Cable Tray, 6x24, 12' | As req'd |
| Cable Tray, 6x24, VOUT BEND | As req'd |
| Cable Tray, 6x24, HOR TEE | As req'd |
| Perimeter GROUND BUS | As req'd |
| NEMA Ground Connections | As req'd |
| Perimeter Wireway | As req'd |
| Misc. Cabling | As req'd |
| Filtered Ventilation Intake | 1 |

| Description | Misc. Equipment | Qty |
|--|-----------------|-----|
| Breaker, Eaton, 15kV, 1200A, 40kA, 5 cycle, K=1, 150VCP-W40, with factory install wheels (ROF) | | 1 |
| Breaker, Eaton, 38kV, 2000A, 40kA, 5 cycle, 380VCPW-HD 40 | | 1 |
| Charging motor for 15kV breaker | | 1 |
| Charging motor for 38kV breaker | | 1 |
| Spare Fuses | | 1 |
| Spare Indicating Lamps | | 1 |
| Door Keys | | 10 |



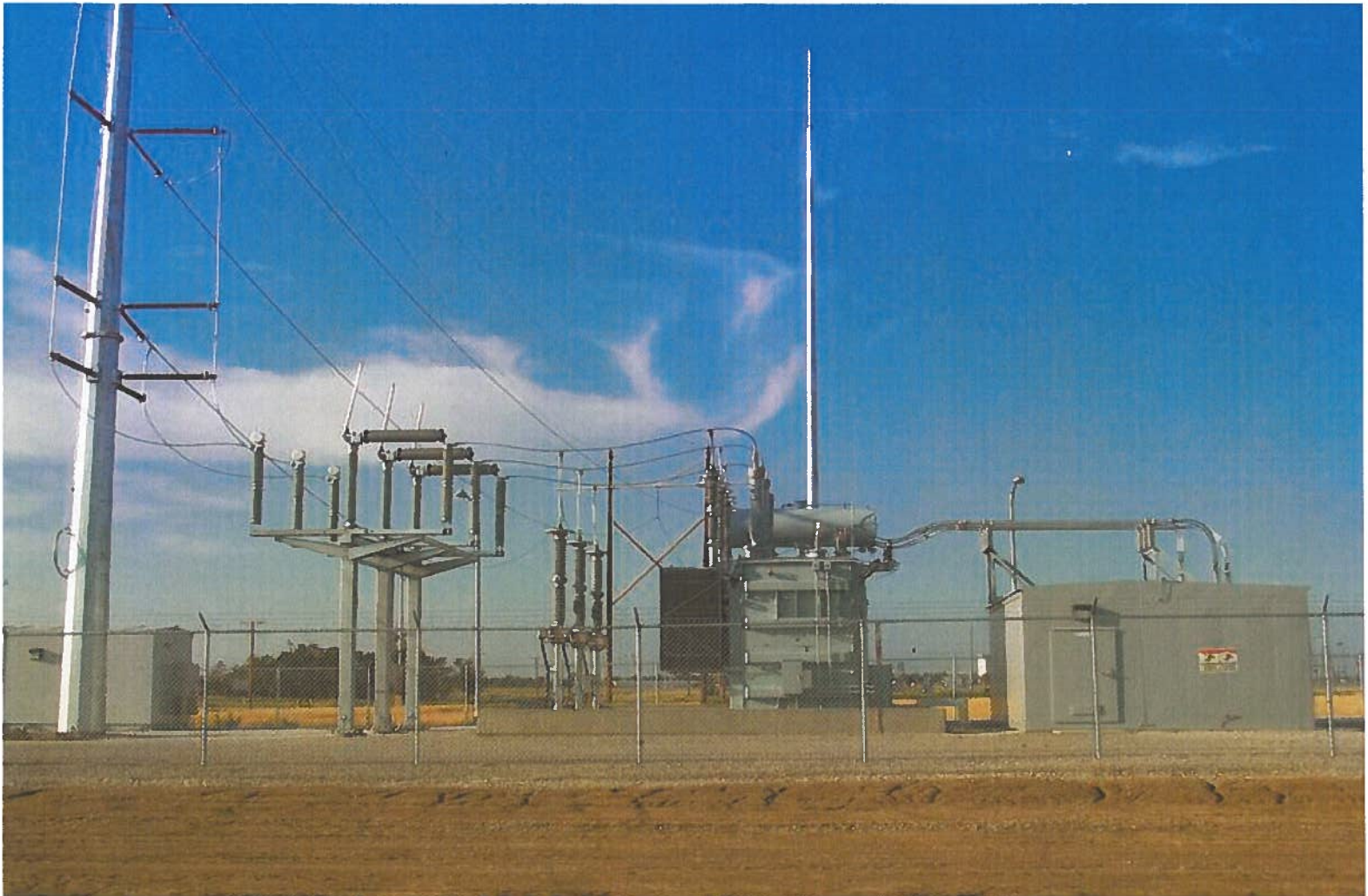
Investor-Owned Utility Reference List

| Investor-Owned Utility Name | Equipment Description |
|---|---|
| Ameren (U.E.) 1901 Chouteau Ave. St. Louis, MO 63103 Joseph Holleran jholleran@ameren.com | 5kV, 3,000A, 250MVA PowerAisle II Metal-Clad Switchgear & Bus Duct 5kV, 3,000A, 250MVA Indoor Metal-Clad Switchgear & Bus Duct 15kV, 2,000A, 500MVA PowerAisle II Metal-Clad Switchgear & Bus Duct 15kV, 2,000A, 500MVA Indoor Metal-Clad Switchgear & Bus Duct 15kV, 3,000A, 500MVA PowerAisle II Metal-Clad Switchgear & Bus Duct Trailer Mounted 15kV, 3,000A Metal-Clad Switchgear Assembly 15kV, Non-Segregated Bus Ducts 15kV, 2,000A Transformer Enclosure and Bus Modification 38kV, 1200A, 25kA PowerAisle Metal-Clad Switchgear |
| Evergy, Inc. 1200 Main Street Kansas City, MO 64105 Gregory Elliott (816) 652-1581 | 15kV, 2,000A, 25kA 1-High, PowerAisle II Metal-Clad Switchgear 5kV, 3,000A 2-High Indoor Metal-Clad Switchgear 27kV, 3,000A, 25kA PowerAisle II Metal-Clad Switchgear |
| MidAmerican Energy 106 East Second Street Davenport, IA 52801 Kyle Walter (563) 333-8164 KKWalter@midamerican.com | 15kV, 2,000A, 25kA 1-High PowerAisle II Metal-Clad Switchgear 15kV, 3,000A, 25kA 1-High PowerAisle II Metal-Clad Switchgear 15kV, 2,000A, Indoor Metal-Clad Match and Lineup Assembly 38kV, 3,000A, 31.5kA PowerAisle Metal-Clad Switchgear |

Ref No: 23-11-27-01

Date: 12/5/2023

PROPOSAL



Rochelle Municipal Utilities

For Rte. 38 Substation Switchgear

Prepared by:

Jacob Brune

Avail Switchgear Systems – Med. Voltage Switchgear

Phone: 573.592.1219

Email: Jacob.Brune@availinfra.com



12/5/2023

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

Ref: Avail Switchgear Systems Proposal No. 23-11-27-01

Thank you for sending your Request for Proposal to Avail. In accordance with our interpretation of your plans and specifications, we are pleased to offer our proposal for the following equipment and services:

Item 1: Rte. 38 Substation Switchgear

The equipment we propose to supply will be designed, constructed and tested in accordance with your inquiry and the documents, which you have provided.

You will find additional attachments enclosed that supplement the information contained in our proposal. These include any information which you have specifically requested be included with our proposal and are identified at the end of this cover letter. With the exception of any comments contained in our proposal (or its attachments) that may be at variance with your requirements, our proposal is in strict accordance with your inquiry and specifications.

Upon your receipt and review of this proposal, we request the opportunity to meet with you to discuss the merits of what we have offered and how we intend to meet your requirements. Please accept our invitation to visit Avail Switchgear System's headquarters in Fulton, Missouri for a complete review of our engineering, manufacturing, and testing capabilities.

If you have any questions concerning this proposal or require further information, please contact your local Avail Switchgear Systems authorized sales representative:

Zachary Decker
Electrorep Energy Products, Inc.
2121 Schuetz Rd.
St. Louis, MO 63146
Phone: 1 (314) 991-2600
Fax: 1 (314) 991-3852
Email: zach@elecrep.com

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Brune", with a long, sweeping horizontal line extending to the right.

Avail
Jacob Brune
Sales Engineer

Attachments: Pricing Summary
Commercial Section
Technical Section
Avail Installation and Service Price Schedule
Avail Painting Procedure
Avail Proposed Redlined Terms and Conditions
Bid Form
Avail Cancellation Policy
Avail Escalation Policy
Non-Collusion Affidavit
Qualifications Form
Sample Test Report
Avail W9
Bid Bond
Avail Medium Voltage Switchgear Brochure
Avail Metal-Clad Switchgear Brochure

c: Mr. Zachary Decker, Avail Switchgear Systems Sales Representative
Mr. Justin Wilke, Avail Switchgear Systems Regional Sales Manager

PRICING SUMMARY

Avail Switchgear Systems Proposal No. 23-11-27-01

| <u>Item</u> | <u>Qty</u> | <u>Description</u> | <u>Unit Price</u> |
|-----------------|------------|---|-------------------|
| 1 | 1 | 15 / 38kV, 2000A, 40kA ShelterAisle Medium Voltage Switchgear, including freight, offload, and installation | \$2,672,000 |
| 2 | 1 | Allowance No. 1 | \$100,000 |
| TOTAL BID PRICE | | | \$2,762,000 |
| 1a | 1 | Adder for Inclusion of Unit 12 | \$93,000 |

Alternate Option #2 as requested in the bid package carries an adder of **\$637,000** to the above total price. This is a **preliminary** price only. Final confirmed specifications required to provide firm pricing on option 2.

Drawing and Delivery Times

Mechanical drawings for approval can be mailed in 20 weeks after receipt of your written order and complete engineering data. Shipment can be made within 50-54 weeks of receipt of your approved drawings at Avail and release to manufacture. These estimates do not include the time required for your review and approval of drawings. Please add the time anticipated for review and approval in order to obtain the total estimated project shipping time. **This brings the total lead time for delivery to 70-74 weeks ARO.** Drawing and shipment times are based upon Engineering and Shop loading at time of proposal. Please obtain firm time commitments from Avail at time of order placement.

Progress Payment Schedule required:

30% upon completion of ordering materials
 30% upon start of fabrication on switchgear
 30% upon start of assembly and wiring of switchgear
 10% upon delivery

Payment terms are net 30 days from date of invoice, net 100%

Clarifications:

AVAIL designs and manufacturers and fully tests medium voltage switchgear to meet IEEE 37.20.2-2015 before leaving the factory. Certified test reports are available upon request. Sample test report and procedure is included with this proposal. Any field testing, programming of relays or commissioning of the switchgear on site is the responsibility of others and is not in AVAIL's scope of supply.

The offloading included in the above proposal pricing assumes the site will be free of overhead, underground, or grade level obstacles to allow adequate access for offloading the switchgear.

AVAIL designs and manufactures metalclad switchgear to meet IEEE C37.20.2-2015 usual service conditions, 3,300 feet max altitude, -30 +40 degree C. Operation of equipment outside these conditions are considered unusual conditions and a derating factor would be required to be applied by Rochelle Municipal Utilities or their consulting engineer.

AVAIL proposal includes epoxy bus insulation that is applied through a fluidized bed process for primary current carrying bus. This process allows for bus insulation that is adhered directly to the copper and minimizes any chance for air gaps between the bus and the insulation that could lead to future bus failure.

Please review preliminary Bill of Material provided for equipment to be supplied by AVAIL. No other equipment shall be assumed to be provided with this proposal unless explicitly stated otherwise.

Clarification for the primary fuses to be provided for the 75 kVA control power transformer. The fuse truck used is designed to break 130 mA (MAX). The total primary current of the unloaded transformer must not exceed 130 mA. The total primary current includes the cable charging current and the transformer primary excitation current. If BHMG or Rochelle Municipal Utilities anticipates the excitation current to exceed this value, please advise AVAIL. AVAIL should be able to modify fuse truck to accommodate higher excitation current if required.

AVAIL proposes that the equipment will meet the requirements of IEEE C37.20.2. The equipment proposed is not arc-resistant and does not meet the requirements of IEEE C37.20.7.

Unless explicitly stated otherwise, this proposal does not include any UL labeling, PE stamps, state certifications, or any other form of additional certification not provided by AVAIL.

Avail is providing commercial clarifications as an initial attempt at negotiation of terms and conditions, Agreement, and any other binding documentation should Avail be considered for award. Any clarifications provided are an initial attempt only and still negotiable, simply brought to the attention of Buyer as potential items that may need to be negotiated further if Avail is selected for Award.

Bid Form, Article 5, Schedule Guarantees: Avail proposes delivery of the switchgear in 70-74 weeks ARO. Following this schedule, assembly would be completed in 64-68 weeks ARO and factory testing in 67-71 weeks ARO. This preliminary schedule applies to both the originally requested lineup and the alternate option included in bid.

P-200 Instructions to Bidders

5.02.B: AVAIL has not visited the site where Goods are to be installed prior to submitting this bid. AVAIL assumes Buyer shall provide unimpeded site access for delivery and installation of equipment.

P-520 Agreement

5.01: Avail proposes removal of Time is of the Essence language. Avail recognizes that time is of the utmost importance.

7.02: Avail proposes the following progress payment schedule:

30% upon completion of ordering materials
30% upon start of fabrication on switchgear
30% upon start of assembly and wiring of switchgear
10% upon delivery

EJCDC P-700, Standard General Conditions for Procurement Contracts

Please see provided redlined document for reference marked up terms. This redlined document was from a previous Avail bid for BHMG

6.02.C: Clarification that this section states Buyer will be responsible and bear all costs for unloading the Goods from the carrier. Per Switchgear specs, 16352 – Outdoor Medium Voltage Metal Clad Switchgear Packages, Sections 3.2.C and D, unit shall be offloaded by manufacturer, anchored by the owner, and assembled by supplier / manufacturer. Clarification that Avail's proposal includes offloading and installation, with anchoring of equipment to be provided by Owner.

16352 – OUTDOOR MEDIUM VOLTAGE METAL CLAD SWITCHGEAR PACKAGES

Switchgear Spec, Section 2.2.B.1: Avail provides a fully welded seam roof design as opposed to a standing seam style as listed in this section of the specifications.

Switchgear Spec, Section 2.2.M.1.e: Avail includes provisions for the owner's anchoring as a standard.

Switchgear Spec, Section 2.3.C.5: Avail has included Eaton's standard remote racking device. Please advise if each breaker is required to have a racking motor permanently installed.

Switchgear Spec, Section 2.4.A.2: Clarification that the model of the 38kV breakers to be provided is Eaton's VCPW-HD. This section of specifications incorrectly lists this as "VCO-WC".

Switchgear Spec, Section 2.4.D: The proposed breakers come with wheel kits, so the lifting truck and yoke are not required.

Switchgear Spec, Section 2.4: Clarification that detailed specifications for 38kV rated breakers are not listed here as they are for 15kV Feeder and Main breakers in sub sections "B" and "C". The 38kV breakers to be provided will meet other characteristics of 15kV breakers (40kA short-circuit, 125VDC operating voltage, 60Hz frequency, etc.) for their respective amperage rating, only differing in electrical characteristics such as max interrupting rating (38kV vs. 15kV), BIL (150kV vs. 95), etc.

Drawing No. RMU-51.3

For the 15kV portion of the one-line, both the line and bus PTs are shown as coming off of unit 10. Final arrangement to be confirmed in design. This proposal includes the line PT in unit 10 and the bus PTs located in unit 11.

CPT in unit 11 is bubbled as "TBD". This CPT shows a capacity of 100kVA. This capacity of kVA pushes against size limitations for fitting in the rear of our provided cubicles. Avail is including in this proposal a 75kVA control power transformer per section 2.5.G of the specifications. Avail can provide a necessary price adjustment based upon final agreed upon design and arrangement.

Unit 12 is bubbled as “Hold”. This is further bubbled on drawing RMU-28.1. Avail is providing adder pricing for the inclusion of unit 12 (item 1a in the Pricing Summary) which includes equipment that was listed in BHMG provided BOM.

Rochelle Rte. 38 Sub Relay, Control, and Communication Equipment

Clarification that the model number of the Future Feeder Primary Relay is not a configurable item with SEL. Avail has assumed that this model number, listed as **075101A3A2A2B851C00**, should be the same model number as used on the Feeder units, which is **751101A3A2A2B851C00**.

Clarification on equipment listed for Unit #13. There is no Unit #13 shown in any other drawing provided or referenced in any other portion of specifications. Avail is not providing Unit #13 as a part of this proposal. IF this is later confirmed as needing to be included, Avail can provide an appropriate price adjustment.

COMMERCIAL SECTION

Avail Switchgear Systems Proposal No. 23-11-27-01

1. Unless otherwise noted, this quotation is per the Avail Standard Terms and Conditions of sale, dated 11/10/10, Rev. 0 attached and made part of our proposal and price.
2. Resulting orders shall be addressed as follows:

Avail Switchgear Systems
7911 Old US Hwy 54
Fulton, MO 65251
3. Our warranty covers a period of twelve (12) months from date of energization or eighteen (18) months from date of shipment, whichever occurs first or other period of time as agreed to in the purchase order. No in-and-out charges nor consequential damages are covered. Avail indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.
4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.
5. Should the Purchaser request that Avail delay shipment, once manufacturing and testing are completed, Avail will store such equipment, subject to the following conditions:
 - a. Upon completion, the Purchaser will allow Avail to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.
 - b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.
 - c. Purchaser agrees to pay Avail applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.
 - d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.

6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, Avail will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.
7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.
8. Avail is a diverse manufacturer with a number of facilities focused solely on supplying custom electrical equipment enclosures. Avail will manufacture complete switchgear at one of the Switchgear Systems facilities. These are located in Fulton, MO, Oshkosh, WI, and Houston, TX. Avail may elect to utilize additional Avail facilities for manufacturing the enclosure. Avail will provide notification of final assembly and enclosure manufacturing location within four weeks after receipt of a purchase order.
9. Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.
10. This proposal is valid for 30 days.
11. Prices are firm for quoted shipment.

TECHNICAL SECTION

Avail Switchgear Systems Proposal No. 23-11-27-01

1. Equipment offered will be designed and manufactured to appropriate ANSI, IEEE, and NEMA Standards.
2. All equipment will be tested in accordance with applicable ANSI production test standards prior to shipment. The Purchaser, or his designee, is welcome to inspect equipment prior to shipment at no additional cost.
3. Unless specified elsewhere in our proposal, no special, non-standard or other design tests have been included in our proposal.
4. We have not included any short circuit, relay coordination, or other system studies in our proposal.
5. No seismic calculations or seismic testing for the equipment proposed has been included. However, the equipment will be designed and manufactured for installation in the seismic zone that has been specified.
6. We have enclosed a preliminary BOM covering the equipment we are offering. Please review this information to confirm that we have interpreted your requirements accurately. Please note that this information is not intended to be all-inclusive, nor exclusive to what may be required to meet your specifications. The intent of our proposal is to comply with all of your specification requirements. The only exception to this would be any items that we may have specifically listed herein as not conforming to your specification.
7. Equipment will be painted per attached Avail paint standards. Our painting methods are in full compliance with current EPA and OSHA requirements.
8. It is our intent to comply with all ANSI and NEMA standards, as well as federal laws and regulations that apply to the equipment proposed herein. We are also willing to comply with any local laws or other regulations that may apply to the proposed equipment. However, it is the responsibility of the Purchaser to advise Avail what these laws and regulations are, in writing, prior to order entry.

Domestic Field Engineering Rate Schedule

| Service Type | Straight Time | Overtime & Saturdays | Sundays & Holidays |
|--------------|---------------|----------------------|--------------------|
| Technician | \$236.00/Hour | \$354.00/Hour | \$472.00/Hour |
| Engineer | \$264.00/Hour | \$396.00/Hour | \$528.00/Hour |

Straight Time is defined as time worked on a regular schedule of eight hours between 7:00AM and 6:00PM, Monday through Friday.

Overtime is defined as work performed in excess of eight hours or at times other than the regular Straight Time schedule, Monday through Friday.

Holidays are days that are scheduled as holidays for Avail personnel.

Travel time will be invoiced at the Straight Time rate for each hour of travel to and from the work site during any day of the week. Time is calculated portal to portal.

Minimum billing will be four (4) hours on any day that service is rendered. Fractions of an hour worked will be treated as whole hours.

Travel, living and incidental expenses will be invoiced at actual cost plus a 10% handling charge. Parts supplied or used will be invoiced at the prevailing price for such parts. Rental of equipment needed to perform the work will be invoiced at cost plus a 10% handling charge.

All field engineering work performed by Avail Switchgear Systems personnel is fully warranted and guaranteed.

A two (2) week advance notice for scheduling of field service is required, except in cases of emergency.

Payment for field engineering work is due and payable upon receipt of Avail Switchgear Systems invoice and support documentation.

Buyer acknowledges and agrees with the issue of a Purchase Order, that Avail shall not be liable in any way for delay in unloading, rigging, install and assembly of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the Buyer, Buyer's failure to provide unimpeded site access, or any other event beyond Avail's reasonable control and that Avail shall be excused, discharged and released of performance to the extent such performance is limited or prevented without liability for damages of any kind.

Domestic Field Engineering Rate Schedule

If Avail Switchgear Systems Field Personnel are at the work site and available to work, but are prevented from performing work through no fault of their own, such time will be invoiced as if they had been working.

Any and all safety or other training required by Avail personnel before and during access to on-site service work that requires additional time (not communicated to Seller initially) shall be billed to the Buyer as an additional expense.

Avail Switchgear Systems Paint Procedures

1. All items to be painted are prepped using either mechanical or chemical methods (Phosphate wash for applicable metals) to properly prep the surface for paint adhesion. This prepping is followed by a wash of hot water to remove any excess debris or chemicals.
2. After the enclosure is completely air dried, it is moved into the paint booth. Rust or build-up of debris or left over chemicals will be inspected for and will be removed prior to painting.
3. Avail Switchgear Systems' standard enclosure undercoating is a single component rubber coating. The undercoating is thermally stable, and provides excellent resistance to humidity and corrosive environments.
4. Avail Switchgear Systems' standard primer is a two component epoxy primer. This is a high solids primer with an excellent balance of hardness, flexibility, and toughness. This coating is applied to a minimum Dry Film Thickness (DFT) of 1.5 on all exterior surfaces per manufacturer recommendation.
5. Avail Switchgear Systems' standard top coat is a high-solid, high-film build, two component polyurethane paint. The top coat is applied to a minimum DFT of 1.5 on all surfaces per manufacturer recommendation.
6. Avail Switchgear Systems' standard interior paint is a direct to metal, high solid, high-film build, two component polyurethane paint. This coating is applied to a minimum Dry Film Thickness of 2 mils per manufacturer recommendation.
7. The painted surfaces are allowed to dry, after which a paint inspection is performed to check for a quality finish to ensure uniformity and smoothness. The Dry Film Thickness is measured using an electronic type magnetic paint gauge. For exterior surfaces, a DFT of 3 mils is required (1.5 for primer and 1.5 for top coat). For interior surfaces a DFT of 2 mils is required.
8. Avail Switchgear Systems' exterior finishes have been successfully tested in accordance with ASTM B117 and IEEE std. C37.20.2 and ensures that test samples prepared in accordance with this procedure undergo a total of 2000 hours for salt spray testing.
9. Avail Switchgear Systems' standard floor coating is a two component epoxy that is direct to metal, high solid, high-film build. The system is applied to a mechanically profiled surface to promote adhesion for heavier traffic and heavier equipment.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AVAIL REFERENCE REDLINES
**STANDARD GENERAL CONDITIONS
FOR PROCUREMENT CONTRACTS**

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

These Standard General Conditions for Procurement Contracts have been prepared for use with the Suggested Instructions to Bidders for Procurement Contracts (EJCDC P-200, 2010 Edition), the Agreement Between Buyer and Seller for Procurement Contracts (EJCDC P-520, 2010 Edition), and the Guide to Preparation of Supplementary Conditions for Procurement Contracts (EJCDC P-800, 2010 Edition). Their provisions are interrelated and a change in one may necessitate a change in the others. Additional information concerning the use of the EJCDC Procurement Documents may be found in the Commentary on Procurement Documents (EJCDC P-001, 2010 Edition).

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RTE. 38 SUBSTATION
SWITCHGEAR PURCHASE

ROCHELLE MUNICIPAL UTILITIES
2201 K002

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STANDARD GENERAL CONDITIONS FOR PROCUREMENT CONTRACTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Whenever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument signed by both Buyer and Seller covering the Goods and Special Services and which lists the Contract Documents in existence on the Effective Date of the Agreement.
 3. *Application for Payment*—The form acceptable to Buyer which is used by Seller in requesting progress and final payments and which is accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 5. *Bidder*—The individual or entity that submits a Bid directly to Buyer.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
 8. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 9. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Contract Documents or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the

Agreement. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.

10. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. *Contract Documents*—Those items so designated in the Agreement. Shop Drawings and other Seller submittals are not Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
13. *Contract Price*—The moneys payable by Buyer to Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as stated in the Agreement.
14. *Contract Times*—The times stated in the Agreement by which the Goods must be delivered and Special Services must be furnished.
15. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Drawings as so defined.
16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
17. *Engineer*—The individual or entity designated as such in the Agreement.
18. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services but which does not involve a change in the Contract Price or Contract Times.
19. *General Requirements*—Sections of Division I of the Specifications. The General Requirements pertain to all sections of the Specifications.
20. *Goods*—The tangible and movable personal property that is described in the Contract Documents, regardless of whether the property is to be later attached to realty.
21. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and

- Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 23. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to the Contract Times.
 24. *Notice of Award*—The written notice by Buyer to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Buyer will sign and deliver the Agreement.
 25. *Notice to Proceed*—A written notice given by Buyer to Seller fixing the date on which the Contract Times commence to run and on which Seller shall start to perform under the Contract.
 26. *Point of Destination*—The specific address of the location where delivery of the Goods shall be made, as stated in the Agreement.
 27. *Project*—The total undertaking of which the Goods and Special Services may be the whole, or only a part.
 28. *Project Manual*—The documentary information prepared for bidding and furnishing the Goods and Special Services. A listing of the contents of the Project Manual is contained in its table of contents.
 29. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
 30. *Seller*—The individual or entity furnishing the Goods and Special Services.
 31. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services.
 32. *Special Services*—Services associated with the Goods to be furnished by Seller as required by the Contract Documents.
 33. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as

applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.

34. *Successful Bidder*—The Bidder submitting a responsive Bid, to whom Buyer makes an award.
35. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
36. *Work Change Directive*—A written statement to Seller issued on or after the Effective Date of the Agreement and signed by Buyer ordering an addition, deletion, or other revision in the Contract Documents with respect to the Goods and Special Services. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

1. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Contract Documents.
2. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that fail to conform to the Contract Documents.

3. The word "receipt" when referring to the Goods, shall mean the physical taking and possession by the Buyer under the conditions specified in Paragraph 8.01.B.3.
 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 5. The word "furnish," when used in connection with the Goods and Special Services shall mean to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Contract Documents.
3. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller also shall deliver such bonds as Seller may be required to furnish.

2.02 *Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Agreement to Buyer, Seller shall deliver to Buyer, with copies to each additional insured identified by name in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Seller is required to purchase and maintain in accordance with Article 4.

2.03 *Copies of Documents*

- A. Buyer shall furnish Seller up to five printed or hard copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.04 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.05 *Designated Representatives*

- A. Buyer and Seller shall each designate its representative at the time the Agreement is signed. Each representative shall have full authority to act on behalf of and make binding decisions in any matter arising out of or relating to the Contract.

2.06 *Progress Schedule*

- A. Within 15 days after the Contract Times start to run, Seller shall submit to Buyer and Engineer an acceptable progress schedule of activities, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Contract Documents. No progress payment will be made to Seller until an acceptable schedule is submitted to Buyer and Engineer.
- B. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the submittals, tests, and deliveries to completion within the specified Milestones and the Contract Times. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Seller from Seller's full responsibility therefor. Such acceptance shall not be deemed to acknowledge the reasonableness and attainability of the schedule.

2.07 *Preliminary Conference*

- A. Within 20 days after the Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedule referred to in Paragraph 2.06.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.08 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND AMENDING

3.01 *Intent*

- A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Clarifications and interpretations of, or notifications of minor variations and deviations in, the Contract Documents, will be issued by Engineer as provided in Article 9.

3.02 *Standards, Specifications, Codes, Laws and Regulations*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- B. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Buyer or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to Buyer or Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the performance of Seller's obligations or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Seller's Review of Contract Documents Before the Performance of the Contract:*
Before performance of the Contract, Seller shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Seller shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Seller discovers or has actual knowledge of and shall obtain a written interpretation or clarification from Engineer before proceeding with the furnishing of any Goods and Special Services affected thereby.
2. *Seller's Review of Contract Documents During the Performance of the Contract:*
If, during the performance of the Contract, Seller discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Contract, any standard, specification, manual or code, or of any instruction of any Supplier, Seller shall promptly report it to Engineer in writing. Seller shall not proceed with the furnishing of the Goods and Special Services

affected thereby until an amendment to or clarification of the Contract Documents has been issued.

3. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Clarifying Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions to the Goods and Special Services or to modify contractual terms and conditions by a Change Order.
- B. Buyer may issue a Work Change Directive providing for additions, deletions, or revisions to the Goods and Special Services, in which case (1) the Contract Price shall be equitably adjusted to account for any reasonable and necessary credits to Buyer for any such deletion, or for costs (including reasonable overhead and profit) incurred by Seller to accommodate such an addition or revision and (2) the Contract Times shall be equitably adjusted to account for any impact on progress and completion of performance. Such adjustments subsequently shall be duly set forth in a Change Order.
- C. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Goods and Special Services may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 5.06.D.3); or
 3. Engineer's written interpretation or clarification.

ARTICLE 4 – BONDS AND INSURANCE

4.01 Bonds

- A. Seller shall furnish to Buyer performance and payment bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Seller's obligations under the Contract Documents. These bonds shall remain in effect until 1) one year after the date when final payment becomes due or 2) completion of the correction period specified in Paragraph 8.03, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Seller shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Seller is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 4.01.B, Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 4.01.B and 4.02.

4.02 Insurance

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Contract, Seller shall comply with the written request of assignee to provide certificates of insurance to assignee.
- D. Buyer does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Seller.

~~E. The insurance and insurance limits required herein shall not be deemed as a limitation on Seller's liability under the indemnities granted to Buyer in the Contract Documents.~~

4.03 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 5 – SELLER’S RESPONSIBILITIES

5.01 *Supervision and Superintendence*

- A. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Contract Documents. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Contract Documents. Seller shall not be responsible for the negligence of Buyer or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure that is shown or indicated in and expressly required by the Contract Documents.

5.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, shall be as specified, and unless specified otherwise in the Contract Documents, shall be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop assembled to the greatest extent practicable.

5.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.

- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It shall not be Seller's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this provision shall not relieve Seller of Seller's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance shall be the subject of an adjustment in Contract Price or Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 9.06.

5.04 Or Equals

- A. Whenever the Goods, or an item of material or equipment to be incorporated into the Goods, are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or-equal" item.
 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if:
 - a. in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and
 - b. Seller certifies that if approved: 1) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and 2) the proposed

item will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 5.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or submittal. No "or-equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Contract Documents.
- C. *Special Guarantee:* Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data:* Seller shall provide all data in support of any such proposed "or-equal" at Seller's expense.

5.05 Taxes

- A. Seller shall be responsible for all taxes and duties arising out of the sale of the Goods and the furnishing of Special Services. All taxes are included in the Contract Price, except as noted in the Supplementary Conditions.

5.06 Shop Drawings and Samples

- A. Seller shall submit Shop Drawings and Samples to Buyer for Engineer's review and approval in accordance with the schedule required in Paragraph 2.06.A. All submittals will be identified as required and furnished in the number of copies specified in the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide.
- B. Where a Shop Drawing or Sample is required by the Contract Documents, any related work performed prior to Engineer's approval of the pertinent submittal will be at the sole expense and responsibility of Seller.
- C. *Submittal Procedures:*
 - 1. Before submitting each Shop Drawing or Sample, Seller shall have determined and verified:
 - a. all field measurements (if required), quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; and

- b. that all materials are suitable with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the furnishing of Goods and Special Services.
2. Seller shall also have reviewed and coordinated each Shop Drawing or Sample with the Contract Documents.
3. Each submittal shall bear a stamp or include a written certification from Seller that Seller has reviewed the subject submittal and confirmed that it is in compliance with the requirements of the Contract Documents. Both Buyer and Engineer shall be entitled to rely on such certification from Seller.
4. With each submittal, Seller shall give Buyer and Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both in a written communication separate from the submittal and by specific notation on each Shop Drawing or Sample.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples.
2. Engineer's review and approval will be only to determine if the Goods and Special Services covered by the submittals will, after installation or incorporation in the Project, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole.
3. Engineer's review and approval shall not relieve Seller from responsibility for any variation from the requirements of the Contract Documents unless Seller has complied with the requirements of Paragraph 5.06.C.4 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Seller from responsibility for complying with the requirements of Paragraph 5.06.C.1.

E. Resubmittal Procedures:

1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Seller shall direct specific attention in writing to any revisions other than the corrections called for by Engineer on previous submittals.

5.07 Continuing Performance

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06.A., and the Goods shall be delivered and the Special Services furnished within the Contract Times specified in the Agreement.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraphs 11.03 or 11.04, or as Buyer and Seller may otherwise agree in writing.

5.08 Seller's Warranties and Guarantees

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed shall be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance, provided Buyer is in compliance with its payment obligations herein. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed, provided Buyer is in compliance with its payment obligations herein.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods shall comply with the requirements of Paragraph 5.02.B. However, that this warranty shall terminate on the date twelve (12) months from the date of shipment. In the event any service supplied or product sold hereunder manufactured by the SELLER is defective due to workmanship or material, the SELLER agrees for a period of twelve (12) months from the date of shipment, at its option, to correct such non-conformity or replace such defective part or product. The agreement, however, is upon condition that the BUYER promptly notifies the SELLER in writing of any claim in this respect, setting forth in detail any such claimed defect and that the SELLER be afforded a reasonable opportunity to examine the product and to investigate the claimed defect.

EXCEPT AS EXPRESSLY STATED HEREIN, ALL WARRANTIES OF SELLER AND ITS AFFILIATES, WHETHER WRITTEN, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL REPRESENTATIONS, GUARANTEES, PROMISES, DESCRIPTIONS AND SAMPLES FROM SELLER OR ITS AFFILIATES OF, OR PERTAINING TO, QUALITY, COMPOSITION, CHARACTERISTICS, ENVIRONMENTAL OR HUMAN SAFETY OR HAZARD OR HEALTH AFFECTS, PERFORMANCE OR LIKE MATTERS RELATING TO THE PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER ARE HERBY EXPRESSLY DISCLAIMED AND EXCLUDED. WITHOUT LIMITATION OF THE FOREGOING SENTENCE, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HERBY EXPRESSLY DISCLAIMED AND EXCLUDED.

CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

B.C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller; or
2. corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Contract Documents and the Contract Documents required the Goods to withstand such conditions;
3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
4. normal wear and tear under normal usage.

C.D. Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Contract Documents:

1. observations by Buyer or Engineer;

Remainder of page intentionally left blank.

2. recommendation by Engineer or payment by Buyer of any progress or final payment;
3. use of the Goods by Buyer;
4. any acceptance by Buyer (subject to the provisions of Paragraph 8.02.D.1) or any failure to do so;
5. the issuance of a notice of acceptance by Buyer pursuant to the provisions of Article 8;
6. any inspection, test or approval by others; or
7. any correction of non-conforming Goods and Special Services by Buyer.

~~D.E.~~ Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

~~E.F.~~ Seller makes no implied warranties under this Contract.

5.09 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer and Engineer, and the officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to ~~the Seller's~~ performance of Seller's obligations under the Contract Documents, provided that any such claim, cost, loss, or damages attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), ~~including the loss of use resulting therefrom~~, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.
- B. ~~In any and all claims against Buyer or Engineer or any of their respective assignees, consultants, agents, officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 5.09.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

- C. The indemnification obligations of Seller under Paragraph 5.09.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants arising out of:
1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

5.10 Delegation of Professional Design Services

- A. Seller will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Seller's responsibilities for furnishing the Goods and Special Services. Seller shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to the Goods and Special Services are specifically required of Seller by the Contract Documents, Buyer and Engineer will specify all performance and design criteria that such services must satisfy. Seller shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Goods and Special Services designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Buyer and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Buyer and Engineer have specified to Seller all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 5.10, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 5.06.D.2.
- E. Seller shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 6 – SHIPPING AND DELIVERY**6.01 Shipping**

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling and any other costs associated with shipment and delivery.

6.02 Delivery

- A. Seller shall deliver the Goods F.O.B. the Point of Destination in accordance with the Contract Times set forth in the Agreement, or other date agreed to by Buyer and Seller.
- B. Seller shall provide written notice to Buyer at least 10 days before shipment of the manner of shipment and the anticipated delivery date. The notice shall also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods during the Contract Times for delivery set forth in the Agreement, or another date agreed by Buyer and Seller.
- E. No partial deliveries shall be allowed, unless permitted or required by the Contract Documents or agreed to in writing by Buyer.

6.03 Risk of Loss

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- ~~B. Notwithstanding the provisions of Paragraph 6.03.A, if Buyer rejects the Goods as non-conforming and the Goods have not been off loaded, the risk of loss on such Goods shall remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.~~

6.04 Progress Schedule

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.06 as it may be adjusted from time to time as provided below.
1. Seller shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.06) proposed adjustments in the progress schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 7. Adjustments in Contract Times may only be made by a Change Order.

ARTICLE 7 – CHANGES: SCHEDULE AND DELAY

7.01 *Changes in the Goods and Special Services*

- A. Buyer may at any time, without notice to any surety, make an addition, deletion, or other revision to the Contract Documents with respect to the Goods and Services, within the general scope of the Contract, by a Change Order or Work Change Directive. Upon receipt of any such document, Seller shall promptly proceed with performance pursuant to the revised Contract Documents (except as otherwise specifically provided).
- B. If Seller concludes that a Work Change Directive issued by Buyer affects the Contract Price or Contract Times, then Seller shall notify Buyer within 15 days after Seller has received the Work Change Directive, and submit written supporting data to Buyer within 45 days after such receipt. If Seller fails to notify Buyer within 15 days, Seller waives any Claim for such adjustment. If Buyer and Seller are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 9.06.
- C. Seller shall not suspend performance while Buyer and Seller are in the process of making such changes and any related adjustments to Contract Price or Contract Times.

7.02 *Changing Contract Price or Contract Times*

- A. The Contract Price or Contract Times may only be changed by a Change Order.
- B. Any Claim for an adjustment in the Contract Price or Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 9.06.
- C. If Seller is prevented from delivering the Goods or performing the Special Services within the Contract Times for any unforeseen reason beyond its control and not attributable to its actions or inactions, then Seller shall be entitled to an adjustment of the Contract Times to the extent attributable to such reason. Such reasons include but are not limited to acts or neglect by Buyer, inspection delays, fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters. If such an event occurs and delays Seller's performance, Seller shall notify Buyer in writing within 15 days of knowing or having reason to know of the beginning of the event causing the delay, stating the reason therefor.
- D. Seller shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Seller. Delays attributable to and within the control of

Seller's subcontractors or suppliers shall be deemed to be delays within the control of Seller unless such delays are as a result of 7.02.F.

- E. If Seller is prevented from delivering the Goods or furnishing the Special Services within the Contract Times due to the actions or inactions of Buyer, Seller shall be entitled to any reasonable and necessary additional costs arising out of such delay to the extent directly attributable to Buyer.
- F. Neither Buyer nor Seller shall be entitled to any damages arising from delays which are beyond the control of both Buyer and Seller, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, and other like matters.

ARTICLE 8 – BUYER'S RIGHTS

8.01 *Inspections and Testing*

A. *General:*

1. The Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 8.01.A.2 immediately above); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination.
6. If, on the basis of any inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of said inspections or

testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 8.02.

7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections shall constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Contract.

B. Inspection on Delivery:

1. Buyer or Engineer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods and general verification of quantities and observation of apparent condition in order to provide a basis for a progress payment. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. Within ten days of such visual inspection, Buyer shall provide Seller with written notice of Buyer's determination regarding conformity of the Goods. In the event Buyer does not provide such notice, it will be presumed that the Goods appear to be conforming and that Buyer has acknowledged their receipt upon delivery.
3. If, on the basis of the visual inspection specified in Paragraph 8.01.B.1, the Goods appear to be conforming, Buyer's notice thereof to Seller will acknowledge receipt of the Goods.

C. Final Inspection:

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as indicated, Buyer or Engineer will make a final inspection.
2. If, on the basis of the final inspection, the Goods are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods.
3. If, on the basis of the final inspection, the Goods are non-conforming, Buyer will identify the non-conformity in writing.

8.02 Non-Conforming Goods and Special Services

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 8.03, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services,

or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. Buyer's Rejection of Non-Conforming Goods:

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal and replacement of the non-conforming Goods as provided in Paragraph 8.02.E.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C.B. Remedying Non-Conforming Goods and Special Services:

1. If Buyer elects to permit the Seller to elect to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.
2. If Buyer notifies Seller in writing that any of the Special Services are non-conforming, Seller shall promptly provide conforming services acceptable to Buyer. If Seller fails to do so, Buyer may delete the Special Services and reduce the Contract Price a commensurate amount.

D.C. Buyer's Acceptance of Non-Conforming Goods:

Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment, Buyer may accept the non-conforming Goods. Seller shall reduce the contract price accordingly as agreed upon by both parties ~~bear all reasonable costs, losses, and damages for attributable to Buyer's evaluation of and determination to accept~~ such non-conforming Goods ~~as provided in Paragraph 8.02.E.~~

E.D. Seller shall pay ~~all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations shall include~~ the costs of the correction or removal and replacement of the non-conforming Goods ~~and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods,~~ and obtaining conforming Special Services from others.

F. Buyer's Rejection of Conforming Goods:

~~If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.~~

8.03 Correction Period

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the earlier of the date on which Buyer has placed the Goods in continuous service or the date of final payment, however, in no event shall the correction period exceed eighteen(18) months from the date of shipment, or for such longer period of time as may be prescribed by Laws or Regulations ~~or by the terms of any specific provisions of the Contract Documents.~~

ARTICLE 9 – ROLE OF ENGINEER

9.01 Duties and Responsibilities

- A. The duties and responsibilities and the limitations of authority of Engineer are set forth in the Contract Documents.

9.02 Clarifications and Interpretations

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Such written clarifications and interpretations will be binding on Buyer and Seller. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the Contract Price or Contract Times, either may make a Claim therefor.

9.03 Authorized Variations

- A. Engineer may authorize minor deviations or variations in the Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 5.06.C.4, or 2) a Field Order.

9.04 Rejecting Non-Conforming Goods and Special Services

- A. Engineer will have the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer will also have authority to require

special inspection or testing of the Goods or Special Services as provided in Paragraph 8.01 whether or not the Goods are fabricated or installed, or the Special Services are completed.

9.05 *Decisions on Requirements of Contract Documents*

- A. Engineer will be the initial interpreter of the Contract Documents and judge of the acceptability of the Goods and Special Services. Claims, disputes and other matters relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to Seller's performance will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph.
- B. When functioning as interpreter and judge under this Paragraph 9.05, Engineer will not show partiality to Buyer or Seller and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to this Paragraph 9.05 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 10.07) ~~will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.~~

9.06 *Claims and Disputes*

- A. *Notice:* Written notice of each Claim relating to the acceptability of the Goods and Special Services or the interpretation of the requirements of the Contract Documents pertaining to either party's performance shall be delivered by the claimant to Engineer and the other party to the Agreement within 15 days after the occurrence of the event giving rise thereto, and written supporting data shall be submitted to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data.
- B. *Engineer's Decision:* Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- C. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 9.06.B., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- D. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 9.06.C, will be final and binding upon Buyer and Seller 930 days after it is issued unless within 930 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Article 13.

- E. If Article 13 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 13, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 9.06.
- G. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the time periods established in this Paragraph 9.06; if so, a written record of such mutual agreement should be made and jointly executed.

ARTICLE 10 – PAYMENT

10.01 Applications for Progress Payments

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Contract Documents and also as Buyer or Engineer may reasonably require. The timing and amounts of progress payments shall be as stipulated in the Agreement.
 - 1. The first application for Payment will be submitted after review and approval by Engineer of all Shop Drawings and of all Samples required by the Contract Documents.
 - 2. The second Application for Payment will be submitted after receipt of the Goods has been acknowledged in accordance with Paragraph 8.01.B and will be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights. In the case of multiple deliveries of Goods, additional Applications for Payment accompanied by the required documentation will be submitted as Buyer acknowledges receipt of additional items of the Goods.

10.02 Review of Applications for Progress Payments

- A. Engineer will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to

recommend payment. In the latter case, Seller may make the necessary corrections and resubmit the Application.

1. Engineer's recommendation of payment requested in the first Application for Payment will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data, that the Shop Drawings and Samples have been reviewed and approved as required by the Contract Documents and Seller is entitled to payment of the amount recommended.
2. Engineer's recommendation of payment requested in the Application for Payment submitted upon Buyer's acknowledgment of receipt of the Goods will constitute a representation by Engineer, based on Engineer's review of the Application for Payment and the accompanying data Seller is entitled to payment of the amount recommended. Such recommendation will not constitute a representation that Engineer has made a final inspection of the Goods, that the Goods are free from non-conformities, acceptable or in conformance with the Contract Documents, that Engineer has made any investigation as to Buyer's title to the Goods, that exhaustive or continuous inspections have been made to check the quality or the quantity of the Goods beyond the responsibilities specifically assigned to Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Seller to additional payments by Buyer or Buyer to withhold payment to Seller.
3. Engineer may refuse to recommend that all or any part of a progress payment be made, or Engineer may nullify all or any part of any payment previously recommended if, in Engineer's opinion, such recommendation would be incorrect or if on the basis of subsequently discovered evidence or subsequent inspections or tests Engineer considers such refusal or nullification necessary to protect Buyer from loss because the Contract Price has been reduced, Goods are found to be non-conforming, or Seller has failed to furnish acceptable Special Services.

10.03 Amount and Timing of Progress Payments

- A. Subject to Paragraph 10.02.A., the amounts of the progress payments will be as provided in the Agreement. Buyer shall within 30 days after receipt of each Application for Payment with Engineer's recommendation pay Seller the amount recommended; but, in the case of the Application for Payment upon Buyer's acknowledgment of receipt of the Goods, said 30-day period may be extended for so long as is necessary (but in no event more than 60 days) for Buyer to examine the bill of sale and other documentation submitted therewith. Buyer shall notify Seller promptly of any deficiency in the documentation and shall not unreasonably withhold payment.

10.04 *Suspension of or Reduction in Payment*

- A. Buyer may suspend or reduce the amount of progress payments, even though recommended for payment by Engineer, under the following circumstances:
1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

10.05 *Final Application for Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer, furnished all Special Services, and delivered all documents required by the Contract Documents, Engineer will issue to Buyer and Seller a notice of acceptance. Seller may then make application for final payment following the procedure for progress payments. The final Application for Payment will be accompanied by all documentation called for in the Contract Documents, a list of all unsettled Claims, and such other data and information as Buyer or Engineer may reasonably require.

10.06 *Final Payment*

- ~~A.~~ If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Contract Documents, and that Seller's has fulfilled all other obligations under the Contract Documents, then Engineer will, within ten days after receipt of the final Application for Payment, recommend in writing final payment subject to the provisions of Paragraph 10.07 and present the Application to Buyer. Otherwise, Engineer will return the Application to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the Application for payment. If the Application and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages to which Buyer is entitled.

Engineer's recommendation for final payment shall not be withheld beyond 90 days after receipt of the equipment as long as all non-conformities brought forth during that time frame have been resolved.

10.07 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Buyer against Seller, except Claims arising from unsettled liens from non-conformities in the Goods or Special Services appearing after final payment, from Seller's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Seller's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Seller against Buyer (other than those previously made in accordance with the requirements herein and listed by Seller as unsettled as required in Paragraph 10.05.A, and not resolved in writing).

ARTICLE 11 – CANCELLATION, SUSPENSION, AND TERMINATION*11.01 Cancellation*

- A. Buyer has the right to cancel the Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph shall not constitute a breach of contract by Buyer. Upon cancellation:
1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Contract Price of such Goods.

11.02 Suspension of Performance by Buyer

- A. Buyer has the right to suspend performance of the Contract for up to a maximum of ninety days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Contract Times and Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

11.03 Suspension of Performance by Seller

- A. Subject to the provisions of Paragraph 5.07.B, Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Contract; and,

2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

11.04 Breach and Termination

A. Buyer's Breach:

1. Buyer shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including but not limited to:
 - a. wrongful rejection or revocation of Buyer's acceptance of the Goods,
 - b. failure to make payments in accordance with the Contract Documents, or
 - c. wrongful repudiation of the Contract.
2. Seller shall have the right to terminate the Contract for cause by declaring a breach should Buyer fail to comply with any material provisions of the Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
 - a. In the event Seller believes Buyer is in breach of its obligations under the Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. Seller's Breach:

1. Seller shall be deemed in breach of the Contract if it fails to comply with any material provision of the Contract Documents, including, but not limited to:
 - a. ~~failure to deliver the Goods or perform the Special Services in accordance with the Contract Documents,~~
 - b. wrongful repudiation of the Contract, or
 - c. ~~delivery or furnishing of non-conforming Goods and Special Services.~~
2. Buyer may terminate Seller's right to perform the Contract for cause by declaring a breach should Seller fail to comply with any material provision of the Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

- a. In the event Buyer believes Seller is in breach of its obligations under the Contract, and except as provided in Paragraph 11.04.B.2.b, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have seven days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
- b. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 4.01, the notice and cure procedures of that bond, if any, shall supersede the notice and cure procedures of Paragraph 11.04.B.2.a.

ARTICLE 12 – LICENSES AND FEES

12.01 Intellectual Property and License Fees

- A. Unless specifically stated elsewhere in the Contract Documents, Seller is not transferring any intellectual property rights, patent rights, or licenses for the Goods delivered. However, in the event the Seller is manufacturing to Buyer's design, Buyer retains all intellectual property rights in such design.
- B. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Contract Documents.

12.02 Seller's Infringement

- A. Subject to Paragraph 12.01.A, Seller shall indemnify and hold harmless Buyer, Engineer and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments actually incurred (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright by any of the Goods as delivered hereunder.
- B. In the event of suit or threat of suit for intellectual property infringement, Buyer will promptly notify Seller of receiving notice thereof.
- C. Seller shall promptly defend the claim or suit, including negotiating a settlement. Seller shall have control over such claim or suit, provided that Seller agrees to bear all expenses and to satisfy any adverse judgment thereof.
 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound in any subsequent suit or claim against Seller by Buyer by any factual determination in the prior suit or claim.

2. If Buyer fails to provide Seller the opportunity to defend such suit or claim after written notice by Seller, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon intellectual property rights of another, Seller may obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction as necessary to avoid the infringement at Seller's own expense.

12.03 Buyer's Infringement

- A. Buyer shall indemnify and hold harmless Seller, and its officers, directors, partners, employees, agents, consultants, contractors, and subcontractors from and against all claims, costs, losses, damages, and judgments actually incurred (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any United States or foreign patent or copyright caused by Seller's compliance with Buyer's design of the Goods or Buyer's use of the Goods in combination with other materials or equipment in any process (unless intent of such use was known to Seller and Seller had reason to know such infringement would result).
- B. In the event of suit or threat of suit for intellectual property infringement, Seller must after receiving notice thereof promptly notify Buyer.
- C. Upon written notice from Seller, Buyer shall be given the opportunity to defend the claim or suit, including negotiating a settlement. Buyer shall have control over such claim or suit, provided that Buyer agrees to bear all expenses and to satisfy any adverse judgment thereof.
 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound in any subsequent suit or claim against Buyer by Seller by any factual determination in the prior suit or claim.
 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim after written notice by Buyer, Seller shall be barred from any remedy against Buyer for such suit or claim.

12.04 Reuse of Documents

- A. Neither Seller nor any other person furnishing any of the Goods and Special Services under a direct or indirect contract with Seller shall: (1) acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions; or (2) reuse any of such Drawings, Specifications, other documents, or copies thereof on any other project without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer. This prohibition

will survive termination or completion of the Contract. Nothing herein shall preclude Seller from retaining copies of the Contract Documents for record purposes.

12.05 Electronic Data

- A. Unless otherwise stated in the Supplementary Conditions, copies of data furnished by Buyer or Engineer to Seller, or by Seller to Buyer or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The transferring party will correct any errors detected within the 60-day acceptance period.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 13 – DISPUTE RESOLUTION

13.01 Dispute Resolution Method

- A. Either Buyer or Seller may initiate the mediation of any Claim decided in writing by Engineer under Paragraph 9.06.B or 9.06.C before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the Engineer's decision from becoming final and binding.
- B. Buyer and Seller shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the Claim, then Engineer's written decision under Paragraph 9.06.B or a denial pursuant to Paragraph 9.06.C shall become final and binding 30 days after termination of the mediation unless, within that time period, Buyer or Seller:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. if no dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 14 – MISCELLANEOUS

14.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: 1) delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or 2) if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.02 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Point of Destination is located.
- B. In the case of any conflict between the express terms of this Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Contract shall apply.

14.03 *Computation of Time*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

14.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.05 Survival of Obligations

- A. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Goods and Special Services and termination or completion of the Agreement.

14.06 Entire Agreement

- A. Buyer and Seller agree that this Agreement is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15. Limitation of Liability

A. The total aggregate liability of Seller to Buyer for any reason and for all claims of any kind, whether based on breach of contract, breach of warranty, tort (including negligence), indemnity, strict liability or otherwise, arising out of or in connection with the performance or non-performance of this Agreement, shall not exceed the total amount paid by Buyer to Seller under this Agreement.

- B. To the fullest extent permitted by law, neither party shall be liable to the other for any consequential, indirect, or special damages they incur resulting from the performance and/or non-performance of this Contract.

C. The Parties intend that any liability subject to indemnification or contribution pursuant to this Agreement shall be net of any insurance proceeds, indemnification payments, contribution payments or reimbursements actually received by, or paid to, Subcontractor, Subcontractor's surety, Contractor, Owner and/or other indemnified party with respect to such liabilities or any of the circumstances giving rise thereto.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions for Procurement Contracts, EJCDC P-700 (2010 Edition), and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-4.01 Change Paragraph A:

- A. Payment bond is not required.

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, ~~including loss of use resulting therefrom~~; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 4.02 to be purchased and maintained shall:
1. with respect to insurance required by Paragraphs SC-4.02.F.3 through SC-4.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, their consultants, and *[Here list by name, (not Project role) other persons or entities to be included on policy as additional insureds]* all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraphs 5.09 and 12.02.
 5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to Buyer and Seller and to each other additional insured identified in these Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Seller pursuant to Paragraph SC-4.02.I will so provide);
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 8.03;

- 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter); and
 - 8. with respect to any delegation of professional design services to Seller pursuant to Paragraph 5.10 of the General Conditions, include professional liability coverage by endorsement or otherwise.
- H. The limits of liability for the insurance required by Paragraph SC-4.02.F shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
- 1. Workers' Compensation, and related coverages under Paragraphs SC-4.02.F.1 and F.2:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$1,500,000.00
 - 2. Seller's General Liability under Paragraphs SC-4.02.F.3 through F.6 which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:
 - a. General Aggregate \$1,500,000.00
 - b. Products - Completed
 - 1) Operations Aggregate \$1,500,000.00
 - c. Personal and Advertising
 - 1) Injury \$1,500,000.00
 - 2) Each Occurrence (Bodily Injury and Property Damage) \$1,500,000.00
 - d. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

- e. Excess or Umbrella Liability
 - 1) General Aggregate \$5,000,000.00
 - 2) Each Occurrence \$5,000,000.00
- 3. Automobile Liability under Paragraph SC-4.02.F.6:
 - a. Bodily Injury:
 - 1) Each person \$15,000.00
 - 2) Each Accident \$1,500,000.00
 - b. Property Damage:
 - 1) Each Accident \$1,500,000.00
 - 2) Combined Single Limit of \$1,500,000.00
- 4. Professional Liability
(if professional services have been
delegated to Seller pursuant
to Paragraph 5.10): \$1,500,000.00
- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.
- J. If Buyer has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained on the basis of non-conformance with the Contract Documents, Buyer shall notify Seller in writing within 10 days after receipt of the certificates or other evidence required by Paragraph SC-4.02.E. Seller shall provide such additional information in respect to insurance as Buyer shall reasonably request.

SC-5.05 Add the following new paragraph immediately after Paragraph 5.05A:

- B. Owner is exempt from payment of sales and local options taxes of the State of Illinois and of cities and counties thereof on all materials to be incorporated into the Work.

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.E:

- F. Seller shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Seller shall reimburse Buyer for Engineer's charges for such time.

- G. In the event that Seller requests a change of a previously approved item, Seller shall reimburse Buyer for Engineer's charges for its review time unless the need for such change is beyond the control of Seller.

Other Provisions

1.01 Prevailing Wage Requirements

- A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act."

1.02 Liquidated Damages

- A. It is hereby fully understood and agreed that time is of the essence in the performance of this contract. For each and every calendar day that elapses after the Contract Completion Date and before the date on which the work covered by such Contract is actually completed, the Contractor shall pay to the Owner as liquidated damages, and not as a penalty, the sum of Seven hundred fifty dollars (\$750.00). The total amount so payable by the Contractor as liquidated damages, either may be deducted from any moneys due or payable to the Contractor by the owner or so much thereof as is not so deducted shall be chargeable to and will be payable promptly by such Contractor and his Surety, or either of them, to compensate, at least in part, the Owner for (1) the administration of the work covered by such contract and any other contract or contracts beyond the Contract Completion Date, including the additional expense to the Owner for supervision, inspection, and superintendence; (2) expenditures resulting from the inability of the Owner (and the general public) to use the improvement being constructed from and after the Contract Completion Date until the actual date of completion; (3) other miscellaneous obligations and expenditures incurred by the Owner directly as a result of the failure to complete the Work covered by such Owner directly as a result of the failure to complete the Work covered by such contract on or before the Contract Completion Date; but, said liquidated damages shall not include the cost of litigation that may result from action taken by the Owner against the Contract.

Avail Switchgear Systems Cancellation Policy

An order or a contract may be cancelled by the purchaser only upon written notice and upon payment to the Company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include any unrecoverable cost incurred by Avail. In addition, a one-time charge will be made to compensate for lost profits, disruptions in scheduling, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated using the following cancellation schedule:

Cancellation Schedule:

\$1,000 - Order received and entered into system, work not started
10% - Upon release for Engineering
15% - Mechanical drawings submitted for review
25% - Electrical drawings submitted for review
65% - Approval of Bill of Material and Release to Purchase
100% - Release for manufacturing

The percent values listed above represent a percentage of the total contract value.

Cancellation costs will be due and payable within thirty days (30) of submittal of a proper invoice for such costs. Any amounts not paid within thirty days will be subject to late charges of one percent (1%) per month for each fraction of a month that payment is received late at Avail.

Avail Switchgear Systems Escalation Policy

Prices in this proposal have been determined without contingency for material price escalation. Avail continually partners with suppliers to keep costs down; however, volatile markets occasionally result in drastic increases to our operating costs due to the strains they place on the supply chain. This proposal assumes that Avail will have a right to equitably adjust the proposal pricing when it is significantly impacted by material price escalation.

To provide a simple mechanism to determining the impact of escalation to the proposal price, Avail will use the following Producer Price Index from the U.S. Bureau of Labor Statistics:

Electrical Equipment Manufacturing [PCU3353133531], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PCU3353133531>

In the event of an index increase greater than three percent (3%) occurring between the time a proposal is submitted to the month prior to shipping, an adjustment may be applied.

Switchgear Systems

7911 OLD US Hwy 54
Fulton MO, 65251

Ph: (573)642-6811
Fax: (573)642-6844



PRODUCTION TEST REPORT

REF: IEEE C37.20.2-2015 AND AVAIL SWITCHGEAR SYSTEMS STANDARD PROCEDURES

| CUSTOMER: | | JOB: | |
|-------------------|--------------------------------------|------------|-----------------------------------|
| CUSTOMER P.O. #: | | DATE: | |
| PROJECT ENGINEER: | | INSPECTOR: | |
| | TEST | RETEST | COMMENTS |
| | Initial | Initial | N A |
| 1 | REVIEW ENGINEERING SPEC. SHEET | | |
| 2 | CHECK BOM & PRINT REVISION LEVELS | | |
| 3 | CHECK BOM AGAINST INSTALLED MATERIAL | | |
| | MATERIAL | | |
| 4 | LIST SPARE ITEMS | | 4 [] SEE SEPARATE SHEET |
| 5 | CHECK CRITICAL DIMENSIONS TO PRINT | | |
| 6 | GENERAL APPEARANCE | | |
| 7 | DHV SIGNS - ETC. | | |
| 8 | CUSTOMER STENCILING | | |
| 9 | STENCILING PHASE NO'S. | | |
| 10 | PAINT | | 10 [] Color Dry Mil Thickness |
| 11 | NAMEPLATES | | Mils _____ |
| 12 | PRINT/FUSE POCKET | | |
| 13 | BUS ROUTING AND SUPPORT SPACING | | |
| 14 | BUS PHASING | | |
| 15 | POTENTIAL & CONTROL XFORMER VOLTAGE | | |
| | & HIGH SIDE CONNECTIONS | | |
| 16 | CONTROL BREAKER SIZES | | |
| 17 | CONTROL WIRING INSULATION | | |
| | IEEE C37.20.2-2015; 6.3.4.2 | | |
| 18 | FUSE SIZES (HV & LV) | | |
| 19 | ILLUMINATION LIGHTS | | |
| 20 | HEATER VOLTAGE and placement | | |
| 21 | MECHANICAL/KEY INTERLOCKS | | |
| | IEEE C37.20.2-2015; 6.3.2 | | |
| 22 | MECHANICAL OPERATION-BREAKER | | |
| | BREAKER ELEMENT, SHUTTERS, ETC. | | |
| | IEEE C37.20.2-2015; 6.3.2 | | |
| 23 | SWITCH OPERATION | | |
| | IEEE C37.20.2-2015; 6.3.2 | | |
| | AND IEEE C37.20.2-2015; 6.3.4 | | |
| 24 | METER & RELAY OPERATION | | |
| | IEEE C37.20.2-2015; 6.3.4 | | |
| 25 | FIBER OPTICS TESTED | | |
| 26 | TEST SOFTWARE | | |
| | VERIFIED | | |
| 27 | LUGS AND TERMINATIONS | | |
| 28 | DIELECTRIC TEST | | 28 |
| | IEEE C37.20.2-2015; 6.3.1 | | |
| 29 | PHOTOGRAPHS | | |
| 30 | RECORD HV BREAKER SERIAL #'S | | 30 |
| 31 | CHECK GROUNDS | | |

ABS Quality Evaluations

Certificate Of Conformance

This is to certify that the Quality Management System of:

Avail Infrastructure Solutions

7911 Old U.S. Highway 54

Fulton, MO 65251

U.S.A.

has been assessed by ABS Quality Evaluations, Inc. and found to be in conformance with the requirements set forth by:

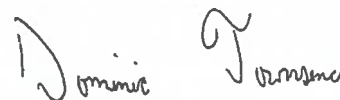
ISO 9001:2015

The Quality Management System is applicable to:

DESIGN AND MANUFACTURE OF ELECTRICAL SWITCHGEAR

This certificate may be found on the ABS QE Website (www.abs-qe.com). For certificates issued in the People's Republic of China information may also be verified on the CNCA website (www.cnca.gov.cn).

Certificate No: 30642
Certification Date: 28 July 2009
Effective Date: 19 April 2023
Expiration Date: 25 July 2024
Revision Date: 19 April 2023



Dominic Townsend, President



Validity of this certificate is based on the successful completion of the periodic surveillance audits of the management system defined by the above scope and is contingent upon prompt, written notification to ABS Quality Evaluations, Inc. of significant changes to the management system or components thereof.

ABS Quality Evaluations, Inc. 1701 City Plaza Drive, Spring, TX 77389, U.S.A.

Validity of this certificate may be confirmed at www.abs-qe.com/cert_validation.

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Medium Voltage Switchgear

PowerAisle II is built for strength and safety



Reliable, durable and completely customizable

Metal-clad substations afford utilities many advantages over open-air substation designs, including a smaller footprint and generally more protection and security. No matter if the application is part of a large substation or a microgrid, Avail Switchgear Systems can provide metal-clad PowerAisle II® switchgear that gets the job done. Every PowerAisle II switchgear is custom-designed, fully assembled and tested in our factory. Our metal-clad switchgear is available for indoor or outdoor applications and an excellent choice for safe, reliable performance.

Rugged and enduring construction

Avail's Power Aisle II switchgear was designed with durability in mind for the utility, commercial, and industrial markets. The double-walled construction between compartments ensures the flexibility to remove and replace a vertical section, as well as maintain structural integrity for the life of the product. With a uniform coating providing maximum chemical, corrosion and heat resistance, our fluidized epoxy-coated bus is designed for longevity. Our paint process utilizes an epoxy primer and polyurethane top coat, applied in an electrostatic process to provide maximum protection against corrosion. From our outdoor enclosure to the last interior component, Power Aisle II is designed for long product life, no matter the application.

Safety is our priority

Avail PowerAisle II switchgear has earned a reputation for delivering superior performance without sacrificing safety. Among the arc mitigation features available on PowerAisle II are:

- Remote racking of circuit breakers, PT drawers and CPT fuse drawers
- Remote mounting/isolation of relays and controls
- Use of quick trip (3 cycle) circuit breakers
- Installation of arc mitigating relays with light and current sensors



Our Field Services Team provides unmatched service and experience



The installation of our customized wiring sets the industry standard for quality and efficiency

Standard Features

Avail PowerAisle II switchgear offers a range of superior features all designed to fit your specific requirements. The range of benefits include:

- **Ready to go** – Completely wired and tested at the factory prior to shipment.
- **Ratings** – 5 - 38kV designs for all medium voltage applications.
- **Flexibility** – Custom-engineered design can integrate any manufacturer's circuit breaker, accommodates a wide range of relay & communication systems, and allows for seamless relay panel integration
- **Connectivity** – Our designs incorporate Ethernet, SCADA, RF or other communications methods to keep utility personnel in control of their substations.
- **Localized construction** – All designs meet seismic and wind load requirements for each unique destination by zip code.
- **Fully expandable** – Removable end walls, double-doors, and transoms above doors are all available to allow for future growth
- **Smart Grid Compatible** – When applicable, installation and design meets IEC 61850 standards.
- **Security** – Outdoor metal-clad switchgear substations are fully enclosed, offering protection to equipment and utility personnel against the elements. Access doors are robust and locked for protection against intrusion, while non-discrete exteriors discourage potential assaults on infrastructure assets.
- **Maintenance Friendly** – Externally mounted galvanized steel ventilation covers allow replacement of filters without opening doors of HV cable compartments for added protection against arc-flash. Fully welded roof and wall seams eliminate the potential for leaks, rodents, and other contaminants.
- **Customized for delivery** – Shipping configurations to meet customer need – minimum shipping splits, or one-piece shipments to eliminate the challenge of on-site assembly.
- **Tested** – Compliance with IEEE, ANSI and NEC standards. Each outdoor substation is fully assembled and tested inside our factory before being prepared for shipment. Customers are always welcome for inspection visits at our facility.
 - Basic impulse level testing
 - Partial discharge testing on switchgear up to 38kV class
 - Continuous current testing

Fully certified Arc-Resistant Metal-Clad Switchgear designs available as well.



availinfra.com/switchgear-systems

7911 Old US Highway 54
Fulton, MO 65251
Phone: (573) 642-6811

6100 Romona Blvd.
Houston, TX 77086
Phone: (281) 506-3600

3110 Progress Drive
Oshkosh, WI 54901
Phone: (920) 232-8888

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Metal Enclosed Products

Design. Build. Deliver.
Efficient and effective
integration.



Integrated manufacturing capability for both standard and custom solutions

Avail Switchgear Systems coordinates a turnkey manufacturing process, communicating and ensuring accurate and timely design/engineering, component selection, fabrication, testing and installation.

Design

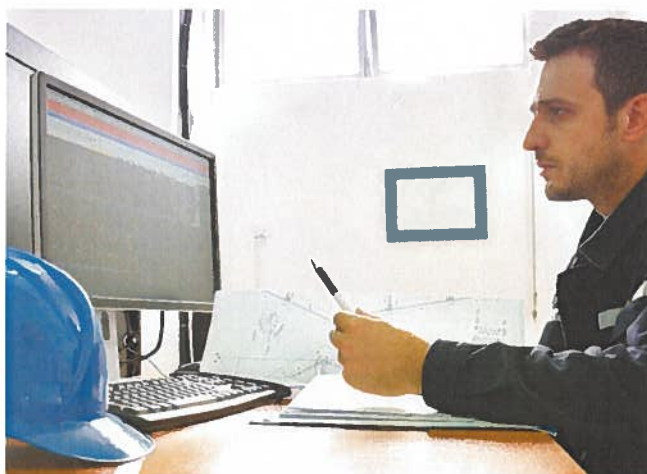
Avail's team of electrical-mechanical designers and engineers bring engineering depth, industry expertise, and broad in-house capabilities. Whether you are planning for a new facility, upgrading an existing one, or retrofitting your current power transmission, distribution or quality system, We will work with you to find a value-oriented solution.

Build

Our commitment to building better products begins with high-quality materials and continues through the integrated manufacturing process. We fabricate, weld, paint, assemble, test and re-test, all in our manufacturing facility. This keeps the entire process flexible—allowing you to choose the components you want and allowing us to manufacture off-the-shelf and custom power solutions to meet your specifications and deadlines.

Deliver

The value of our integrated manufacturing process and sophisticated Quality Control System becomes most apparent at installation. Avail's products are designed and built with installation in mind. Our innovative designs lead to reduced shipping splits and shorter assembly times. Meticulous testing programs provide reduced installation time and reduced expense on-site.



Substation products

Metal Clad Switchgear

- All welded construction
- 5–38 kV
- 1200 to 3000 amp
- Custom design
- Stainless steel main bus shroud
- Base undercoating for added protection
- Heavy duty structural channel base
- Indoor or outdoor construction, aisle options available



| Standard Metal Clad Switchgear (1-H & 2-H) | | | |
|--|----------|-----------------------------|---------------------------|
| Rated Maximum Voltage (kV) | BIL (kV) | Max. Continuous Current (A) | Short-Circuit Rating (kA) |
| 5 | 60 | 1200 | 25 |
| | | 2000 | 31.5, 40 |
| | | 3000/4000A FC* | 50 & 63kA |
| 15 | 95 | 1200 | 25 |
| | | 2000 | 31.5, 40 |
| | | 3000/4000A FC* | 50 & 63kA |
| 27 | 125 | 1200 | 25 & 40 |
| | | 2000 | |
| | | 2750 | |
| 38 | 150 | 1200 | 25 & 40 |
| | | 2000 | |
| | | 3000 FC* | |

* FC denotes forced cooling.

Metal Enclosed Switchgear

- All welded construction
- 5–38 kV
- Up to 1200 amp loadbreak
- Up to 4000 amp non-loadbreak
- Custom design
- Base undercoating for added protection
- Heavy duty structural channel base
- Indoor or outdoor construction, aisle options available



| Metal Enclosed & Hybrid Switchgear | | | |
|------------------------------------|----------|------------------------------|-----------------------------|
| Rated Maximum Voltage (kV) | BIL (kV) | Max. Continuous Current* (A) | Short-Circuit Rating** (kA) |
| 5 | 60 | 1200 Loadbreak | 25kA & 40kA |
| | | 4000A Non-Loadbreak | |
| 15 | 95 | 1200 Loadbreak | 25kA & 40kA |
| | | 4000A Non-Loadbreak | |
| 25 | 125 | 1200 Loadbreak | 25kA & 40kA |
| | | 2000A Non-Loadbreak | |
| 35 | 150 | 600 Loadbreak | 25kA & 40kA |
| | | 1200A Non-Loadbreak | |

* Nominal switch ratings. Integrated switchgear unit may be limited by bus ratings.

** Nominal switch ratings. Integrated switchgear unit may be limited by fuse ratings.

A commitment to quality from beginning to end

We manufacture to our customer's needs. Our business model is built around customization and flexibility through a fully integrated manufacturing process for the utility, renewable, commercial and industrial markets. Our meticulous Quality Control System ensures Avail equipment is installation-ready upon delivery. Our commitment to quality translates into long-term value for you.

Manufacturing efficient and effective solutions

Our 50,000 square-foot office and manufacturing facility in Oshkosh, WI was custom-built to maintain diversity of products and flexibility. It was designed specifically to accommodate Avail's fully-integrated manufacturing process. Our location provides fast, cost-effective access to the interstate highway system, rail systems, and international airports.

Capabilities

- Welding: 8 bays all welders AWS Certified
- Overhead crane operations
- Metals offered: mild steel, galvanized steel, aluminum, stainless steel (3 grades)
- Laser cutting capabilities
- Turret punch capabilities
- Large capacity overhead doors
- Shearing capabilities
- Forming capabilities
- Gang drilling, drill presses
- Full paint capability to include:
 - C57.12.28 Standard
 - C57.12.29 Coastal



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THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN AMENDED ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF
CENTRAL ELECTRICAL MANUFACTURING COMPANY PURSUANT TO THE
REQUEST FOR PROPOSAL FOR THE PURCHASE OF A SWITCHGEAR**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

ORDINANCE NO: _____**AN AMENDED ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF
CENTRAL ELECTRICAL MANUFACTURING COMPANY PURSUANT TO THE
REQUEST FOR PROPOSAL FOR THE PURCHASE OF A SWITCHGEAR**

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

WHEARAS, the City is in need of a switchgear as part of its Route 38 Substation project; and

WHEREAS, a Request for Proposals (“RFP”) for the purchase of a switchgear was published in the Rochelle New Leader on November 7, 12, 19, and 26, 2023; and

WHEREAS, in accordance with the Request for Proposals, on December 5, 2023, the City properly opened the one (1) and only proposal it received; and

WHEREAS, the proposal the City received was from Central Electric Manufacturing Company d/b/a Avail Switchgear Systems and is in the amount of \$2,762,000.00 (a copy of the bid submitted is attached herein as Exhibit A); and

WHEREAS, after analyzing the proposal submitted, the City’s staff has concluded that it meets the City’s specifications for the Route 38 Substation switchgear; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to accept and approve the Proposal from Central Electric Manufacturing Company d/b/a Avail Switchgear Systems for the purchase of a switchgear in the amount of \$2,672,000.00; and

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

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

SECTION TWO: The Mayor and City Council hereby accept and approve the Proposal of Central Electric Manufacturing Company d/b/a Avail Switchgear Systems, for the purchase of a switchgear not to exceed the amount of \$2,762,000.00 and authorize the City Manager to execute any and all necessary agreements to memorialize the terms of said proposal (attached hereto as Exhibit A) in a form to be reviewed by the City Attorney.

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

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

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

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

PASSED AND APPROVED this 12th day of February 2024.

ATTEST:

City Clerk

Mayor

| | | |
|-------------------|---|-----|
| STATE OF ILLINOIS |) | |
| |) | SS. |
| COUNTY OF OGLE |) | |

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN AMENDED ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL OF
CENTRAL ELECTRICAL MANUFACTURING COMPANY PURSUANT TO THE REQUEST
FOR PROPOSAL FOR THE PURCHASE OF A SWITCHGEAR” which was adopted by the
Mayor and City Council of the City of Rochelle on February 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of February 2024.

CITY CLERK