AGENDA
CITY OF ROCHELLE
CITY COUNCIL MEETING
Monday, November 09, 2026 at 6:30 PM
City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER:
1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:
1. Veterans Day - November 11, 2026

IV. REPORTS AND COMMUNICATIONS:
1. Mayor's Report
2. Council Members
3. City Manager's Report

V. PUBLIC COMMENTARY:

VI. DISCUSSION ITEMS:

VII. BUSINESS ITEMS:
1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:
   a) Approve City Council Meeting Minutes - 10/26/2026
   b) Accept and Place on File Planning & Zoning Commission Meeting Minutes - 10/5/2026
   c) Approve Payroll - 9/28/2026 - 10/11/2026
   d) Approve Payment Registers - 10/26/2026, 10/27/2026, 11/2/2026, 11/3/2026
2. A Resolution Authorizing a Development Agreement between Midwest Power Investors, LLC and the City of Rochelle
3. Collective Bargaining Agreement between the City of Rochelle and the IBEW (International Brotherhood of Electrical Workers) Divisions of Street and Cemetery May 1, 2026 through April 30, 2029
4. A Resolution Approving Intergovernmental Personnel Benefits Cooperative Premium Rates for January 1, 2027 – December 31, 2027
5. An Ordinance Approving a Special Use Permit for a Religious Institution at 124 May Mart Drive
6. A Resolution Authorizing a Professional Services Agreement with Utility Financial Solutions, LLC

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

File Attachments for Item:

1. Veterans Day - November 11, 2026



City Of Rochelle, Illinois
Office of the Mayor

Proclamation

VETERANS DAY
November 11, 2026

WHEREAS, Veterans make courageous and selfless sacrifice to protect our state and nation; and,

WHEREAS, President Woodrow Wilson first proclaimed Armistice Day, commonly recognized as Veterans Day, on November 11, 1919; and,

WHEREAS, this day, we honor brave military service members and their families and commemorate the signing of the Armistice agreement between the Allies and Germany, which formally ended the major hostilities of World War I on the 11th hour of the 11th day of the 11th month in 1918; and,

WHEREAS, in 1954, President Dwight Eisenhower signed a law designating the 11th of each November as Veterans Day; and,

WHEREAS, on this day and every day, we honor the contributions and sacrifices of our nation's approximately 19 million Veterans, and encourage citizens throughout the City of Rochelle to recognize the importance of this day as we show our utmost gratitude to our Veterans and their families; and,

WHEREAS, it is our shared responsibility to honor and protect our Veterans, just as they have made a brave choice to protect all of us;

NOW, THEREFORE, I, John Bearrows, Mayor of City of Rochelle, do hereby proclaim November 11, 2026, as **Veterans Day**.

Dated this 9th day of November 2026

_____
John Bearrows, Mayor

Attest: _____
Rose Huéramo, City Clerk

SEAL OF THE CITY OF ROCHELLE
OGLE COUNTY, ILLINOIS

File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:

a) Approve City Council Meeting Minutes - 10/26/2026

b) Accept and Place on File Planning & Zoning Commission Meeting Minutes - 10/5/2026

c) Approve Payroll - 9/28/2026 - 10/11/2026

d) Approve Payment Registers - 10/26/2026, 10/27/2026, 11/2/2026, 11/3/2026

MINUTES
CITY COUNCIL MEETING
Monday, October 26, 2026 at 6:30 PM
City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER: Pledge to the flag and prayer were led by Mayor Bearrows.

II. ROLL CALL: Present were Councilors Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor John Bearrows. Councilor D. McDermott was absent. A quorum of six were present. Also present: City Manager Zeke Jackson, City Clerk Rose Huéramo, Deputy Clerk Lauren Jackson, and City Attorney Dominick Lanzito.

At 6:32 PM a motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move item number 7 Executive Session to item 8 with item number 8 moving to item number 7."** Voting Yea: Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0.

III. PROCLAMATIONS, COMMENDATIONS, ETC:

1. National Family Literacy Day- November 1, 2026: Member of the National Society of the Daughters of the American Revolution, Rebecca Danner, accepted the proclamation
2. Focus House Month- November 2026: Representatives of the Focus accepted the proclamation.

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report: City Clerk, Rose Huéramo, began by announcing that there will be a public ballot position lottery for the election on 11/4 at 4:00pm to determine ballot placement. The Mayor announced that 11/7 is the electronic recycling and large drop off event at the Street Department. He then went congratulated everyone on all the efforts that have been put into Haybale trail this year. He thanked everyone who showed up for the Food Truck event to benefit CAN. The Mayor announced that Steam Plant Road is now open. He also announced that the Trick or Treat event will be on 10/30 downtown Rochelle from 2-4pm. He thanked the REC and Jenny Thompson for the success of the Safe House trick or treating event. The Mayor then announced that leaf pickup has begun and to be mindful about leaf collection. The Mayor concluded by announcing that Light up Lincoln will be on 12/4 downtown and to sign-up for the parade through the Chamber.
2. Recognition of Owen Heitkamp – Eagle Scout, Troop #553- Owen Heitkamp was recognized for his Eagle Scout accomplishment and was supported by his Troop.
3. Council Members: Shaw-Dickey congratulated the Rochele Hubs football team on their win in their first playoff game and wished them luck in the postseason playoffs.
4. City Manager's Report: City Manager, Zeke Jackson, stated that staff are working on the 2027 budget and have four budget workshop dates coming up. On 11/2 there is a council retreat that will be at the REC.
5. Swearing-In Ceremony- Firefighter Dominic Williams- Dominic Willimans was introduced to council and sworn in as a Rochelle Firefighter.

V. PUBLIC COMMENTARY/CORRESPONDENCE: Chad Eckman, a business agent for the International Brotherhood of Electrical Workers, Local Union 364, was first. He compared common misinformation about data centers with facts and used the Dekalb Data Center as an example. He then talked about the benefits that would come from a Data Center in Rochelle. The last public commentary was from Zach Lamotta, who is a developer behind Project Crossroads. He commented on all the changes of the proposal from the last time the Data Center project was discussed. Some of these

changes included a single phased project capped at 48 megawatts with no expansion phases. That Project Crossroads will fully fund the infrastructure improvements required for the project at no cost to the City. Zach stated that they waived any and all rights to the enterprise zone property tax abatement to the direct benefit of the city. The current projection is 10 million to 16 million in property taxes each year generated by this project. Lastly, he stated the project's water use will be fully governed by RMU and comply with all the City's consumption guidelines and commercial preferences.

VI. DISCUSSION ITEMS: A Resolution Approving a Development Agreement between Midwest Power Investors, LLC. City Engineer, Sam Tesreau, presented and spoke about the Data Center project and was available for questions. His main goal was to provide new updated information about items of concern about the project. He began by referencing the history of the project and how Midwest Power Investors, LLC has re-engaged the City on the DA and modified concerns expressed in early 2026 at the April City Council Meeting. He explained subject site development matters and elaborated how parts of the project would be funded. Sam then went onto state additional site development conditions that included the appearance, sound, landscaping, and explained that increases in charges will be the responsibility of the developer and DC occupants. Sam then went on to explain how a Data Center would benefit the City/RMU with expansion for utilities, additional revenue, and additional real estate property tax to the community taxing bodies, once the site is fully developed, without any tiered abatements through the Enterprise Zone. During the presentation, Council brought up concerns and questions that Sam addressed. The Developers also got up several times to answer questions. Superintendent of Electric Operations, Blake Toliver, and Superintendent of Water/Water Reclamation, Adam Lanning, also came up to discuss electric and water concerns, capabilities, and usages relevant to their departments and the project. Sam stated that the developers have agreed to incorporate a letter of credit into the agreement. Manager, Zeke Jackson, clarified that the City must make up to 48 Megawatts available upon completion of the improvements.

VII. BUSINESS ITEMS:

1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:

a) Approve City Council Meeting Minutes – 10/13/2026

b) Approve Payroll - 9/14/2026 – 9/27/2026

c) Approve Payment Registers – 10/13/2026, 10/19/2026

d) Accept & Place on File- September Financials

Motion made by Councilor Valdivieso, Seconded by Councilor Hayes, **"I move consent agenda items (a) through (d) be approved by Omnibus vote as recommended."** Voting Yea: Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0.

2. Resolution Approving Insurance Coverage and Risk Management Services Through the Illinois Municipal League Risk Management Association for the 2026-2027 Policy Year. In preparation for the City's risk insurance renewal, we collaborated with the Illinois Municipal League Risk Management Association's team to provide the City with a renewal option that provides the most comprehensive coverage for our complex exposures while securing the best pricing. Considering this, we are recommending the City obtain their 2026-2027 risk insurance coverage and risk management services through IMLRMA. This proposal is based on IMLRMA's ability to provide a risk insurance package that encompasses coverage required for the City's niche operations while furnishing us with renewal pricing resulting in an increase of just 0.48% when noting the 1% savings ($8,894) we will receive by paying the premium in full by November 13, 2026. The risk insurance program we are recommending is RMA's MIN/MAX Risk Sharing Pricing Option, which allows us the opportunity to share-in the financial results of our claims experience. Given this, the City

will set aside a minimum of $320,547 in a loss reserve fund to prepare for claims that could exceed the minimum loss fund. In addition, Marsh McLennan Agency (MMA) has been working with the City to furnish us with competitive quotes for both cyber and internet service liability. Internet service liability is excluded by IMLRMA's package, whereas IMLRMA's cyber coverage will be used in excess of our chosen cyber carrier's limits, providing for more robust coverage of our critical grid infrastructure. These proposals are expected by October 30, 2026. HR Risk and Safety Coordinator, Brittney Zick, was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Arteaga, **"I move Resolution R2026-37, a Resolution Approving Insurance Coverage and Risk Management Services Through the Illinois Municipal League Risk Management Association for the 2026-2027 Policy Year, be approved.** Voting Yea: Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0.

3. **Ordinance Authorizing the Execution of the Illinois Municipal League Risk Management Association Minimum/Maximum Premium Agreement.** The City has concluded that the Illinois Municipal League Risk Management Association's Minimum/Maximum Premium Agreement provides a risk sharing option that best allows the City the ability to assist in controlling the cost of our risk insurance, increasing our cash flow, and having better control over our claims management. In order to put this recommendation in place, IMLRMA's Minimum/Maximum Premium Invoice and Agreement are attached to this memo for review. HR Risk and Safety Coordinator, Brittney Zick, was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, **"I move Ordinance 2026—55, an Ordinance Authorizing the Execution of the Illinois Municipal League Risk Management Association Minimum/Maximum Premium Agreement, be approved."** Voting Yea: Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0.

VIII. EXECUTIVE SESSION: At 8:09 P.M. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Valdivieso, "**I move the Council recess into executive session to discuss the setting of a price for sale or lease of property owned by the City. Section (c) (6), pending or imminent litigation. Section (c) (11) and the appointment, employment, compensation, discipline, performance and/or dismissal) of specific employee(s), Section (c) (1).**" Voting Yea: Arteaga, T. McDermott, Hayes, Shaw-Dickey, Valdivieso, and Mayor Bearrows. Nays: None. Motion passed 6-0.

At 10:47 P.M. Motion made by Councilor Shaw-Dickey, and seconded by Councilor T. McDermott, **"I move the Council return to open session."** Voice vote all in favor.

IX. ADJOURNMENT: At 10:47 PM. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Valdivieso, **"I move the Council adjourn."** Voice vote all in favor.

John Bearrows, Mayor

Rose Huéramo, City Clerk

MINUTES
CITY OF ROCHELLE
PLANNING & ZONING COMMISSION
Monday, October 05, 2026 at 6:00 PM
City of Rochelle Council Chambers—420 North 6th Street, Rochelle, IL 61068

I. CALL TO ORDER: The meeting was called to order at 6:00 p.m.

II. ROLL CALL: Present were Commissioners Bowerman, Charnock, Hickey, Myers, Tenggren and Wolter. Absent: McKibben. Also present were Michelle Pease and Michelle Knight.

III. APPROVE/ACCEPT MINUTES: Bowerman moved, seconded by Tenggren, **"I move the minutes of the August 3, 2026 Planning and Zoning Commission meeting as presented be approved."** Ayes: Bowerman, Charnock, Hickey, Myers, Tenggren and Wolter. Nayes: None. Motion carried 6-0.
Chairman Wolter requested public testimony be sworn for those who were speaking.

IV. PUBLIC COMMENTARY: None

V. COMMISSIONER COMMENTS: None

VI. BUSINESS ITEMS: PZC-08-26 Petition of Rochelle Wrestling Club for a proposed special use for an indoor athletics facility for a wrestling club in a B2 zoning district for the property located at 1135 Lincoln Hwy. Pease stated that a notice was published in the paper and property owners within 250' were notified. Motion made by Bowerman, seconded by Hickey, **"I move the Planning and Zoning Commission open the Public Hearing regarding the proposed special use for an indoor athletics facility for a wrestling club located at 1135 Lincoln Highway."** Ayes: Bowerman, Charnock, Hickey, Myers, Tenggren and Wolter. Nayes: None. Motion carried 6-0. The petitioner is seeking a proposed special use permit to allow an indoor athletics facility for the operation of a wrestling club. The proposed facility would provide indoor space for wrestling practices, instruction, training and other related athletic activities. The subject property is zoned B-2 Commercial Highway and is located at 1135 Lincoln Highway, Parcel 24-24-127-005. Sec. 110-160, District Use Classification List, an indoor athletics facility/wrestling club requires a special use. Noah Millard with Rochelle Wrestling Club was present to answer questions. Millard explained that the club is not affiliated with any schools. The club was started in 1984 and provides classes for children Kindergarten through High School. No members of the audience testified. Motion made by Hickey, seconded by Bowerman, **"I move the Planning and Zoning Commission close the Public Hearing." ."** Ayes: Bowerman, Charnock, Hickey, Myers, Tenggren and Wolter. Nayes: None. Motion carried 6-0.

Findings:

1. Is the proposed use allowed in the proposed zoning district, but only with a special use permit?
   Yes: __6___ No: _____
2. Is the proposed use detrimental or dangerous to public health? Yes: _____ No: __6___
3. Will the proposed use impair property value in the neighborhood? Yes: _____ No: __6___
4. Will the proposed use impede the normal development of the surrounding properties? Yes: ____ No: __6__
5. Will the proposed use:
   (a) impair light and air to adjacent property;
   (b) congest public streets;
   (c) increase the risk of fire;
   (d) substantially diminish property values within the vicinity; or
   (e) endanger the public health?
   Yes: _____ No: __6___

Based on the findings above, the Planning and Zoning Commission hereby recommends to the Rochelle City Council that the Petitioner be granted a special use permit for the proposed use at the subject property, without conditions other than the other applicable requirements of the Rochelle Municipal Code. Motion made by Charnock, seconded by Tenggren, "**I move the Planning and Zoning Commission recommend to the City Council that it Approve the proposed special use for an indoor athletics facility for a wrestling club located at 1135 Lincoln Highway, based on the report of findings."** Ayes: Bowerman, Charnock, Hickey, Myers,

Tenggren and Wolter. Nayes: None. Motion carried 6-0.

VII. DISCUSSION ITEMS: None

VIII. ADJOURNMENT: Motion made by Tenggren, seconded by Hickey, **"I move to adjourn the regularly scheduled meeting of the Planning and Zoning Commission of October 5, 2026."** Motion carried by voice vote 6-0. The Planning and Zoning Commission adjourned at 6:12 p.m.

Michelle Knight
Community Development Specialist

Rochelle, IL

Council Payroll Check Register

Employee Pay Summary

Pay Period: 9/28/2026-10/11/2026

Packet: PYPKT01554 - PPE 10.11.26
Payroll Set: Payroll Set 01 - 01

Employee	Payment Date	Number	Net
ALDRIDGE, KYLE	10/16/2026	20385	92.66
ANATRA, NICK	10/16/2026	20438	2,157.69
ANAYA, PEDRO	10/16/2026	20323	3,209.27
ARENDT, JACQUELINE	10/16/2026	20386	582.67
ARTEAGA, ROSAELIA	10/16/2026	20313	168.08
BAKKER, CODY	10/16/2026	20387	1,188.61
BANESKI, ELVIS	10/16/2026	20324	4,225.78
BEARROWS, JOHN B	10/16/2026	20314	694.7
BECK, JOHN M	10/16/2026	20417	2,340.19
BEERY, RYAN T	10/16/2026	20325	3,122.10
BELMONTE, MACY	10/16/2026	20388	46.04
BETTNER, DANIELLE	10/16/2026	20465	1,867.08
BJORNEBY, JACOB	10/16/2026	20443	2,905.50
BOEHLE, MATTHEW	10/16/2026	20444	1,861.53
BOEHM, MARK	10/16/2026	20490	2,423.23
BORCHERTS, CODY	10/16/2026	20326	2,229.68
BRASS, NATHANIEL W	10/16/2026	20327	2,838.50
BRIDGEMAN, KYLE C	10/16/2026	20421	3,787.34
BRIZUELA, DIANA	10/16/2026	20362	111.86
BRUST, PATRICK	10/16/2026	20467	3,564.76
BURDIN, KATELYN	10/16/2026	20474	461.46
BURDIN, JASON E	10/16/2026	20445	4,216.76
CAMPOS, PARKER	10/16/2026	20475	251.7
CARLS, TYLER J	10/16/2026	20366	3,240.30
CARR, CARMEN	10/16/2026	20328	1,377.83
CASSIDY, ZACHARY	10/16/2026	20422	2,517.92
CECH, ERIC T	10/16/2026	20428	2,210.85
CONDON, JILLIAN	10/16/2026	20491	3,833.24
CONE, JUSTIN D	10/16/2026	20329	2,184.87
CONTRERAS, DANTE	10/16/2026	20400	1,988.79
CORTES-AGUILERA, IVAN	10/16/2026	20446	1,488.44
COX, JOHNATHAN M	10/16/2026	20401	1,924.81
COX, CHRISTOPHER T	10/16/2026	20447	3,296.74
CRAWFORD, ERIK L	10/16/2026	20402	2,470.01
CRUZ, HEIDI	10/16/2026	20363	125.85
CUNNINGHAM, ANDREW R	10/16/2026	20429	2,767.16
DA COSTA, BENJAMIN	10/16/2026	20468	2,072.03
DAME, ROBERT	10/16/2026	20476	461.46
DAUGHERTY, MICHAEL A	10/16/2026	20403	2,588.85
DAVIS, MATTHEW	10/16/2026	20390	789.57
DAVIS, KORTNEY	10/16/2026	20389	791.34
DICKSON, EVAN	10/16/2026	20330	1,547.01
DIMAGGIO, DOMINIC	10/16/2026	20331	2,847.55
DOUGHERTY, KENNETH R	10/16/2026	20367	3,699.37
EDWARDS, BRIAN E	10/16/2026	20368	2,620.02
EVANS, BILLY GREGG	10/16/2026	20391	391.26
FABER, CALE	10/16/2026	20404	2,206.60
FENWICK, NATALIE Z	10/16/2026	20477	346.18
FLANAGAN, ROBERT H	10/16/2026	20405	1,455.52
FLEMMING, BAILEY H	10/16/2026	20369	2,080.78
FLORES, ARACELI	10/16/2026	20459	1,561.36

Packet: PYPKT01554 - PPE 10.11.26
Payroll Set: Payroll Set 01 - 01

Employee	Payment Date	Number	Net
FLORESS, HEATHER	10/16/2026	20423	1,573.29
FORE, COLVIN	10/16/2026	20478	631.59
FRANKENBERRY, PHILLIP C	10/16/2026	20332	3,150.68
FRIESTAD, DAVID	10/16/2026	20480	41.94
FRIESTAD, ADDISON	10/16/2026	20479	328.63
FULGENCIO, MICKAYA	10/16/2026	20460	1,148.92
GERARD, MATTHEW L	10/16/2026	20333	230.67
GILLIAM, JAMES R	10/16/2026	1406	3,176.15
GILLIS, AUSTIN	10/16/2026	20392	107.32
GILLIS, ANGELA	10/16/2026	20370	1,227.53
GOOD, JEREMY M	10/16/2026	20371	5,826.78
GREK, ANTHONY	10/16/2026	20461	1,746.42
HAAN, WILLIAM A	10/16/2026	20334	3,674.11
HAMILTON, MITCH A	10/16/2026	20481	3,237.86
HARRINGTON, DAMEN	10/16/2026	20335	1,784.39
HARTWIG, RAYMOND	10/16/2026	20439	2,777.87
HAYES, WILLIAM T	10/16/2026	20315	173.65
HELGREN, CURTIS	10/16/2026	20372	2,460.92
HERNANDEZ, AUTUMN	10/16/2026	20462	2,475.65
HEUER, CASEY	10/16/2026	20469	2,242.51
HOFFMAN, MATT	10/16/2026	20492	4,265.51
HOLDEN, ERIC	10/16/2026	20470	2,119.86
HOWARD, CASEY	10/16/2026	20448	3,698.34
HUCKE, LILLIAN	10/16/2026	20482	76.9
HUDETZ, MICHAEL L	10/16/2026	20472	1,772.89
HUERAMO, CRYSTAL	10/16/2026	20463	1,246.29
HUERAMO, ROSE MARY	10/16/2026	20319	2,360.61
HUERAMO, BIANCA	10/16/2026	20336	1,780.43
ISLEY, TIMOTHY P	10/16/2026	20406	3,316.31
JACKSON, LAUREN	10/16/2026	20320	1,602.92
JACKSON, CANDICE	10/16/2026	20337	1,743.48
JACKSON, MATTHEW ZEKE	10/16/2026	20321	4,585.02
JACKSON, SYDNEY L	10/16/2026	20338	2,758.10
JAKYMIW, JAMES M	10/16/2026	20339	3,306.95
JIMENEZ, KAYLEE	10/16/2026	20430	2,462.37
JOHNSON, TODD A	10/16/2026	20449	4,357.85
JOHNSON, JARED	10/16/2026	20471	2,547.50
JOHNSON, BENJAMIN C	10/16/2026	20373	2,651.42
JOHNSON, THOMAS	10/16/2026	20483	272.7
JONES, HAYDEN C	10/16/2026	20484	199.48
JUDAH, CHRISTOPHER M	10/16/2026	20431	682.07
JUDD, CHAD A	10/16/2026	20432	2,112.76
KASS, JACOB R	10/16/2026	20374	2,019.38
KELCHNER, GRACIE	10/16/2026	20340	2,209.44
KELLER, DANIEL W	10/16/2026	20424	3,826.98
KEPKA, JASON	10/16/2026	20393	197.1
KESSEN, CHARLES	10/16/2026	20485	279.68
KESSLER, SEAN	10/16/2026	20450	5,119.72
KNIGHT, MICHELLE	10/16/2026	20414	2,248.10
KNIGHT, NOAH	10/16/2026	20341	2,903.04
KNIGHT, KALEB	10/16/2026	20441	2,272.53
KNIGHT, JAMES WALKER	10/16/2026	20440	2,274.37
KOVACS, RYAN	10/16/2026	20342	1,120.38
LABONDE, HENRY J	10/16/2026	20486	445.73
LANNING, ADAM	10/16/2026	20425	3,686.43
LESSMAN, ZACHARY	10/16/2026	20343	2,209.33
LEWIS, JOSH R	10/16/2026	20375	5,739.76
LLOYD, CARLA	10/16/2026	20487	168.79
LODICO, TREY	10/16/2026	20376	3,151.46

Packet: PYPKT01554 - PPE 10.11.26
Payroll Set: Payroll Set 01 - 01

Employee	Payment Date	Number	Net
LOVELADY-SMITH, ELIZABET	10/16/2026	20493	1,674.15
LUXTON, TOD	10/16/2026	20426	2,494.16
MCDERMOTT, DANIEL W	10/16/2026	20316	118.08
MCDERMOTT, THOMAS	10/16/2026	20317	165.43
MCGILL, MICHAEL	10/16/2026	20394	194.66
MEDINE, JUSTIN	10/16/2026	20433	2,078.00
MERRILL, ADAM	10/16/2026	20451	3,146.75
MESSER, RYAN	10/16/2026	20452	94.38
MESSER, NOAH	10/16/2026	20377	3,350.44
MESSER, ABBY	10/16/2026	20344	1,696.90
MILLER, RYAN	10/16/2026	20434	2,598.79
MILOS, KRISTOFER	10/16/2026	20407	2,688.51
MISKELL, CJ	10/16/2026	20453	3,294.97
MITCHELL, ANGELA K	10/16/2026	20364	251.7
MONTERO, DAVID S	10/16/2026	20378	3,067.37
MOREAU, SENADA	10/16/2026	20345	1,885.16
MORRIS, MANDI R	10/16/2026	20464	1,317.16
MUELLER, JESSICA CM	10/16/2026	20435	2,880.65
MUSSELMAN, JEFFREY J	10/16/2026	20436	2,744.99
NAMBO, LUISA	10/16/2026	20346	6,294.25
NAVA, CELESTE	10/16/2026	20494	1,754.08
NAY, WELDON	10/16/2026	20395	1,049.45
NEUENKIRCHEN, RYAN J	10/16/2026	20437	1,936.90
OLESON, KHRYSTA	10/16/2026	20495	1,784.03
OLSZEWSKI, ROBIN L	10/16/2026	20347	1,897.11
OWEN, TREVOR D	10/16/2026	20348	3,896.60
PATRICK, ALISON	10/16/2026	20349	2,049.72
PAVIA, PETER	10/16/2026	20350	3,812.04
PEARSON, ROGER	10/16/2026	20365	251.7
PEASE, MICHELLE J	10/16/2026	20415	2,781.47
PLAZA, JONATHAN	10/16/2026	20379	2,669.45
PREWETT, ZACHARY	10/16/2026	20380	6,908.66
RANGEL, DWAYNE	10/16/2026	20427	2,547.70
RIVERA, ANGEL	10/16/2026	20351	2,346.13
RODABAUGH, AARON C	10/16/2026	20352	3,108.13
ROGDE, ANDREW C	10/16/2026	20454	2,001.65
SALINAS, JAVIER	10/16/2026	20381	1,723.13
SAWLSVILLE, DAVID W	10/16/2026	20382	3,778.51
SAWLSVILLE, CHRISTOPHER	10/16/2026	20396	194.66
SCHABACKER, BRAD J	10/16/2026	20408	2,285.24
SERGEANT, NATHAN	10/16/2026	20353	685.5
SESTER, CORY	10/16/2026	20354	2,300.31
SHAW-DICKEY, KATHRYN E	10/16/2026	20318	168.08
SILVA, BARTOLOME	10/16/2026	20355	2,698.10
SILVA, EDGAR Q	10/16/2026	20356	3,402.52
SIMMONS, NOAH	10/16/2026	20397	1,084.93
SMITH, BRIAN	10/16/2026	20455	1,502.13
SORGEA, ASHTIN	10/16/2026	20357	2,490.56
SPEARS, NICHOLAS J	10/16/2026	20409	2,539.99
SPEARS, JORDAN	10/16/2026	20488	562.85
STARR, GEOFFREY	10/16/2026	20416	2,494.80
SULLIVAN, JAMEY A	10/16/2026	20456	3,605.08
SUNESON, SARA L	10/16/2026	20466	1,599.96
TAFT, JAY E	10/16/2026	20473	151.23
TARVESTAD, JACK	10/16/2026	20398	389.31
TESREAU, SAMUEL C	10/16/2026	20418	4,762.81
THOMPSON, JENNIFER R	10/16/2026	20322	4,242.58
TIMM, NATHAN K	10/16/2026	20410	2,387.85
TOLIVER, BLAKE A	10/16/2026	20457	3,596.02

Packet: PYPKT01554 - PPE 10.11.26
Payroll Set: Payroll Set 01 - 01

Employee	Payment Date	Number	Net
TURCATO, JAMES	10/16/2026	20458	3,725.54
UNDERWOOD, JASON M	10/16/2026	20383	5,677.54
UTECHT, MICHAEL	10/16/2026	20489	671.49
VALDIVIESO, BENJAMIN	10/16/2026	1405	0
VANKIRK, COLTON	10/16/2026	20411	2,392.53
VILLALOBOS, EDDIE V	10/16/2026	20412	2,280.55
WARD, CURTIS W	10/16/2026	20419	2,372.31
WATERS, SHANE A	10/16/2026	20442	2,903.30
WEEKS, JOYCE L	10/16/2026	20420	928.61
WILLIAMS, DOMINIC	10/16/2026	20399	579.08
WILLIS, JODY T	10/16/2026	20384	2,317.14
WINTERTON, RYAN	10/16/2026	20358	3,152.42
WITT, ADAM	10/16/2026	20359	2,324.67
WITTENBERG, MATTHEW E	10/16/2026	20360	2,686.11
WOOLBRIGHT, TYLER	10/16/2026	20361	2,698.86
WYATT, JAKE	10/16/2026	20413	2,846.27
ZICK, BRITTNEY	10/16/2026	20496	2,285.88
		Totals:	**398,361.53**

Rochelle, IL

Payment Register

APPKT06003 - AP Auto Check Run 10/27/26
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount
10663	AMAZON CAPITAL SERVICES	356.56

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000035	10/27/2026	356.56

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11JT-F74W-93PM	Supplies for Unit 156	10/19/2026	11/18/2026	0.00	52.06
1GT9-7VDC-NH7R	Garage door openers	10/19/2026	11/18/2026	0.00	48.88
1YKV-YP7W-QHN7	Dry Erase Board, Plastic Sheets, Foam Tape, Eraser	10/19/2026	11/18/2026	0.00	230.36
1YN7-Q6G6-7NFK	Batteries	10/19/2026	11/18/2026	0.00	25.26

Vendor Number	Vendor Name	Total Vendor Amount
00040	ANDERSON PLUMBING & HTG, INC	57.02

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000036	10/27/2026	57.02

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
125715	4" PVC - Garfield	10/14/2026	11/13/2026	0.00	57.02

Vendor Number	Vendor Name	Total Vendor Amount
06051	BOUND TREE MEDICAL	1,750.87

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000037	10/27/2026	1,750.87

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
86395615	EMS supplies for inspection	10/16/2026	11/15/2026	0.00	395.91
86395616	EMS supplies for inspection & gloves	10/16/2026	11/15/2026	0.00	1,076.60
86395617	EMS supplies for inspection	10/16/2026	11/15/2026	0.00	27.28
86399324	EMS supplies for inspection	10/20/2026	11/19/2026	0.00	8.38
86399325	EMS supplies for inspection	10/20/2026	11/19/2026	0.00	242.70

Vendor Number	Vendor Name	Total Vendor Amount
04449	BRUNS CONSTRUCTION, INC.	3,585.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000038	10/27/2026	3,585.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12189	Caron Road Peaker Plant Trip 1: Remove steel roofi	10/15/2026	11/14/2026	0.00	3,585.00

Vendor Number	Vendor Name	Total Vendor Amount
09112	CINTAS	732.58

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000039	10/27/2026	684.73

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4285628786	PWD Rags and Rugs	10/14/2026	11/13/2026	0.00	143.12
4285628791	Mats, Towels, Lab Coats	10/14/2026	11/13/2026	0.00	47.18
4285628843	Floor Mats	10/14/2026	11/13/2026	0.00	184.38
4286140539	Mops, rugs & rags	10/19/2026	11/18/2026	0.00	73.49
4286229340	FLOOR MATS AND SHOP RAGS	10/20/2026	11/19/2026	0.00	236.56

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000040	10/27/2026	47.85

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5366749704	MEDICINE CABINET CHECKED	10/15/2026	11/14/2026	0.00	47.85

Vendor Number	Vendor Name	Total Vendor Amount
03707	CONSERV FS	1,889.06

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000041	10/27/2026	1,889.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
122019505	Fuel for PWD Operations	10/15/2026	11/25/2026	0.00	837.00
122019506	Fuel for PWD Operations	10/15/2026	11/25/2026	0.00	559.47
122019507	Fuel for PWD Operations	10/15/2026	11/25/2026	0.00	492.59

Vendor Number	Vendor Name	Total Vendor Amount
03856	DIAMOND BLADE WAREHOUSE	371.44

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000042	10/27/2026	371.44

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0636655-IN	New Ring Saw Blade	10/16/2026	11/15/2026	0.00	371.44

Vendor Number	Vendor Name	Total Vendor Amount
07065	DISH	125.28

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000043	10/27/2026	125.28

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
101726	Monthly Dish Bill	10/17/2026	11/01/2026	0.00	125.28

Vendor Number	Vendor Name	Total Vendor Amount
INC1472	FIREGROUND SUPPLY	125.98

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000044	10/27/2026	125.98

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
42520	Carls duty polos	10/15/2026	11/14/2026	0.00	125.98

Vendor Number	Vendor Name	Total Vendor Amount
00210	FISCHERS, INC.	214.69

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000045	10/27/2026	214.69

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0763268-001	Notary Stamp	07/27/2026	08/10/2026	0.00	21.99
0764601-001	W/WR Copy Plan	10/16/2026	11/10/2026	0.00	104.36
0764602-001	Total Copy Plan	10/16/2026	11/10/2026	0.00	88.34

Vendor Number	Vendor Name	Total Vendor Amount
01248	GRAINGER, INC.	410.25

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000046	10/27/2026	410.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9118239301	PPE - Bib Apron, Gloves, Faceshield	10/15/2026	11/14/2026	0.00	410.25

Vendor Number	Vendor Name	Total Vendor Amount
00246	HACH COMPANY	49.34

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000047	10/27/2026	49.34

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
15218634	Dissolved Iron Chemkey	10/15/2026	11/14/2026	0.00	49.34

Vendor Number	Vendor Name	Total Vendor Amount
05429	HAIGES MACHINERY, INC.	76.83

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000048	10/27/2026	76.83

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
PS-INV243151	Door handle for extractor	10/19/2026	11/18/2026	0.00	76.83

Vendor Number	Vendor Name	Total Vendor Amount
10256	HAWKINS, INC.	1,275.20

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000049	10/27/2026	1,275.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7596720	Azone 15	10/14/2026	11/28/2026	0.00	1,275.20

Vendor Number	Vendor Name	Total Vendor Amount
INC1393	HELM ELECTRIC	24,985.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000050	10/27/2026	24,985.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
62216	W/WR EPM	10/19/2026	10/19/2026	0.00	24,985.00

Vendor Number	Vendor Name	Total Vendor Amount
01796	IL FIRE & POLICE COMMISSIONERS	400.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000051	10/27/2026	400.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
04517	Dues	10/23/2026	11/22/2026	0.00	400.00

Vendor Number	Vendor Name	Total Vendor Amount
07326	KENZLEY TITLE GROUP, INC.	420.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000052	10/27/2026	420.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
KO261627W-1	Title Search - Flagg Road	10/19/2026	11/18/2026	0.00	420.00

Vendor Number	Vendor Name	Total Vendor Amount
00342	LAWSON PRODUCTS, INC.	99.69

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000053	10/27/2026	99.69

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
9313895542	P clamps for stock. EC	10/19/2026	11/18/2026	0.00	99.69

Vendor Number	Vendor Name	Total Vendor Amount
00356	MACKLIN INCORPORATED	8,929.97

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000054	10/27/2026	8,929.97

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
57969	Stockpile	10/15/2026	11/14/2026	0.00	6,250.13
57973	Chips	10/15/2026	11/14/2026	0.00	2,679.84

Vendor Number	Vendor Name	Total Vendor Amount
00660	MCMASTER-CARR SUPPLY CO	25.82

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000055	10/27/2026	25.82

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
73602428	SLEEVE FOR COMPRESSION FITTINGS	10/14/2026	11/13/2026	0.00	25.82

Vendor Number	Vendor Name	Total Vendor Amount
00028	MODERN SHOE SHOP	247.49

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000056	10/27/2026	247.49

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
015156	Zack Cassidy - Boots	10/19/2026	11/19/2026	0.00	247.49

Vendor Number	Vendor Name					Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE					482.60
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000057				10/27/2026	482.60
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
129695	R166 Filters. EC	10/15/2026	11/14/2026	0.00	482.60	

Vendor Number	Vendor Name					Total Vendor Amount
INC1110	PEST CONTROL CONSULTANTS ILLINOIS					160.50
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000058				10/27/2026	160.50
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
1111929	Monthly Pest Control	10/15/2026	11/14/2026	0.00	160.50	

Vendor Number	Vendor Name					Total Vendor Amount
10207	ROCHELLE ACE HARDWARE					496.95
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000059				10/27/2026	217.37
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
087908	Materials for hay bale	10/16/2026	11/15/2026	0.00	107.46	
087956	Hay bale supplies	10/19/2026	11/18/2026	0.00	37.45	
087963	Hay bale supplies	10/19/2026	11/18/2026	0.00	15.46	
087970	Fence supplies for training center	10/19/2026	11/18/2026	0.00	57.00	
Virtual Pay	APA000060				10/27/2026	229.04
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
087861	Fasteners	10/14/2026	11/13/2026	0.00	34.99	
087886	CLEAR CAULK #7 ENGINE	10/15/2026	11/14/2026	0.00	14.39	
087896	Sealant for Roofs of City Buildings	10/16/2026	11/15/2026	0.00	30.57	
087898	Concrete for Inlet on Harlan	10/16/2026	11/15/2026	0.00	44.77	
087907	Spray Foam for Leaf Vac Truck	10/16/2026	11/15/2026	0.00	53.96	
087999	Steel	10/20/2026	11/19/2026	0.00	50.36	
Virtual Pay	APA000061				10/27/2026	50.54
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
087934	Cleaning supplies	10/17/2026	11/16/2026	0.00	50.54	

Vendor Number	Vendor Name					Total Vendor Amount
00506	ROCHELLE IL CHAMBER OF COMMERCE					4,500.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000062				10/27/2026	4,500.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
96891	Chamber membership for Industrial, Developers, Bro	10/02/2026	10/21/2026	0.00	4,500.00	

Vendor Number	Vendor Name					Total Vendor Amount
03263	TALLMAN EQUIPMENT COMPANY, INC.					3,311.10
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000063				10/27/2026	3,311.10
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
3497051	BUSHING INSERT TOOL/ Milwaukee Crimper	10/15/2026	11/14/2026	0.00	3,311.10	

Vendor Number	Vendor Name					Total Vendor Amount
03510	UTILITY DYNAMICS CORPORATION					3,725.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000064				10/27/2026	3,725.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
0925-3602	Furnish/Install Conduit RT 38	09/25/2026	10/25/2026	0.00	3,725.00	

Vendor Number	Vendor Name	Total Vendor Amount
02259	WEST SIDE TRACTOR SALES CO	1,059.58

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000065	10/27/2026	1,059.58

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
F90512	John Deere Loader R160	10/14/2026	11/13/2026	0.00	1,059.58

Vendor Number	Vendor Name	Total Vendor Amount
INC1230	XEROX FINANCIAL SERVICES	168.05

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000066	10/27/2026	168.05

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN6728482	Copier Contract	10/20/2026	11/19/2026	0.00	168.05

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
Allocated Cash	Virtual Pay		56	32	0.00	60,031.85
		Packet Totals:	**56**	**32**	**0.00**	**60,031.85**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-60,031.85
		Packet Totals:	**-60,031.85**

Rochelle, IL

Payment Register

APPKT06000 - Web Invoice - 10/27/2026

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount
INC1094	PJM SETTLEMENT	175,269.55

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001829	10/21/2026	175,269.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026101400007682	Total Net Charges 10/1-10/14	10/20/2026	11/19/2026	0.00	175,269.55

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Manual Bank Draft	1	1	0.00	175,269.55
	Packet Totals:	**1**	**1**	**0.00**	**175,269.55**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-175,269.55
		Packet Totals:	**-175,269.55**

Rochelle, IL

Payment Register

APPKT06005 - Check Run 10/26/26
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
INC1843	MILBURN, KELLY					200.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	222997				10/27/2026	200.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
00038	Dj services Cut the square event	10/21/2026	11/20/2026	0.00	200.00	

Vendor Number	Vendor Name					Total Vendor Amount
08085	PEASE, MICHELLE					38.76
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	222998				10/27/2026	38.76
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
101426	Mileage	10/14/2026	10/14/2026	0.00	38.76	

Vendor Number	Vendor Name					Total Vendor Amount
04469	ROCHELLE FIRE PENSION FUND					17,524.04
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	222999				10/27/2026	17,524.04
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
102126	50% Video Gaming Tax	10/21/2026	11/20/2026	0.00	17,524.04	

Vendor Number	Vendor Name					Total Vendor Amount
04470	ROCHELLE POLICE PENSION FUND					17,524.04
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223000				10/27/2026	17,524.04
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
102126	50% Video Gaming Tax	10/21/2026	11/20/2026	0.00	17,524.04	

Vendor Number	Vendor Name					Total Vendor Amount
08076	TOLIVER, BLAKE					12.18
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223001				10/27/2026	12.18
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
024410	Reimbursement - Postage	10/15/2026	11/14/2026	0.00	12.18	

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check		5	5	0.00	35,299.02
		Packet Totals:	**5**	**5**	**0.00**	**35,299.02**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-35,299.02
		Packet Totals:	**-35,299.02**

Rochelle, IL

Payment Register

APPKT06011 - Web Invoice - 11/2/2026
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount
00283	IEPA	268,659.69

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001841	11/09/2026	45,079.65

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
L17-5571 #13	IEPA LOAN REPAYMENT L17-5571 PRINCIPAL & INTEREST	09/16/2026	11/15/2026	0.00	45,079.65

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001842	10/26/2026	204,047.85

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
L17-4374 #1	IEPA loan payment L17-4374 principal & interest	09/16/2026	11/01/2026	0.00	204,047.85

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001843	11/09/2026	19,532.19

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
L17-2680 #38	IEPA loan payment L17-2680 Principal & Interest	09/16/2026	11/16/2026	0.00	19,532.19

Vendor Number	Vendor Name	Total Vendor Amount
04170	PJM INTERCONNECTION, LLC.	302,759.55

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001845	10/23/2026	175,269.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20261014000007682	Total Net Charges 10/1-10/14	10/20/2026	11/19/2026	0.00	175,269.55

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0001848	10/29/2026	127,490.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20261021000007682	Total Net Charges 10/1-10/21	10/27/2026	11/26/2026	0.00	127,490.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Manual Bank Draft	5	5	0.00	571,419.24
	Packet Totals:	**5**	**5**	**0.00**	**571,419.24**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-571,419.24
		Packet Totals:	**-571,419.24**

Rochelle, IL

Payment Register

APPKT06014 - AP Check Run 11/03/26
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
07972	ACKLAND, CARLEY					128.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000067				11/03/2026	128.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
102826	2026 MUNICIPAL BAND	10/28/2026	11/27/2026	0.00	128.00	

Vendor Number	Vendor Name					Total Vendor Amount
09604	ADVANCED TURF SOLUTIONS					119.50
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000068				11/03/2026	119.50
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
PS79663	grass seed	10/16/2026	11/15/2026	0.00	119.50	

Vendor Number	Vendor Name					Total Vendor Amount
06535	AIRGAS USA, LLC					184.76
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000069				11/03/2026	184.76
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
5526081371	Acetylene/Argon/Nitrogen	07/31/2026	08/30/2026	0.00	47.74	
5526081718	Argon/Nitrogen/Acetylene	07/31/2026	08/30/2026	0.00	137.02	

Vendor Number	Vendor Name					Total Vendor Amount
10663	AMAZON CAPITAL SERVICES					1,374.60
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000070				11/03/2026	1,374.60
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
1GT9-7VDC-T7KY	WELLNESS SCREENING SNACKS	10/19/2026	11/18/2026	0.00	402.84	
1MPQ-1FVD-JN4D	Tools	10/14/2026	11/13/2026	0.00	810.37	
1YFY-HPG4-9QCJ	Toner For Printer	10/20/2026	11/19/2026	0.00	161.39	

Vendor Number	Vendor Name					Total Vendor Amount
00002	AMERICAN PUBLIC POWER ASSOCIATION					18,442.94
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000071				11/03/2026	18,442.94
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
000337929	APPA Dues/membership	09/01/2026	10/01/2026	0.00	18,442.94	

Vendor Number	Vendor Name					Total Vendor Amount
00936	BANK OF NEW YORK					3,712.50
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000072				11/03/2026	3,712.50
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
ROCHELLE15A-100526	Quiet Zone 2015A Debt Service Interest Payment	10/05/2026	11/04/2026	0.00	3,712.50	

Vendor Number	Vendor Name					Total Vendor Amount
INC1951	BLUETRITON BRANDS, INC					89.94
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000073				11/03/2026	89.94
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
06J8760000434	Water Delivery	10/20/2026	11/19/2026	0.00	89.94	

Vendor Number	Vendor Name	Total Vendor Amount
04449	BRUNS CONSTRUCTION, INC.	13,320.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000074	11/03/2026	13,320.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12192	Demo bldg & site cleanup 313 W 5th Ave.	10/19/2026	11/18/2026	0.00	13,320.00

Vendor Number	Vendor Name	Total Vendor Amount
08113	CARUS LLC	11,601.55

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000075	11/03/2026	11,601.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
SLS 10130881	HMO	10/15/2026	11/14/2026	0.00	7,700.05
SLS 10131029	Carusol - Landfill	10/22/2026	11/21/2026	0.00	3,901.50

Vendor Number	Vendor Name	Total Vendor Amount
09112	CINTAS	300.47

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000076	11/03/2026	136.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4285628849	UB Mat and Bathroom Rentals for 333	10/14/2026	11/13/2026	0.00	98.66
4285997232	Tech Center Door/Floor Mats	10/16/2026	11/15/2026	0.00	37.75

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000077	11/03/2026	164.06

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5366749707	1st Aid Cabinet Restock/AED Check	10/15/2026	11/14/2026	0.00	126.16
5367058811	Tech Center First Aid Cabinet	10/16/2026	11/15/2026	0.00	37.90

Vendor Number	Vendor Name	Total Vendor Amount
03707	CONSERV FS	643.90

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000078	11/03/2026	643.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
122019493	Gasoline - W/WR	10/14/2026	11/25/2026	0.00	643.90

Vendor Number	Vendor Name	Total Vendor Amount
10542	COUNTRYSIDE PROFESSIONAL LAND SVCS LLC	9,077.45

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000079	11/03/2026	9,077.45

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026708	Training Station Repair	10/15/2026	11/14/2026	0.00	367.45
2026709	Kennay Drain Tile Repair	10/15/2026	11/14/2026	0.00	8,710.00

Vendor Number	Vendor Name	Total Vendor Amount
INC2035	CREST INDUSTRIES, LLC	16,611.12

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000080	11/03/2026	16,611.12

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
36227	Steel Poles	09/02/2026	10/02/2026	0.00	16,611.12

Vendor Number	Vendor Name	Total Vendor Amount
05577	CUSTOMIZED ENERGY SOLUTION LTD	6,403.55

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000081	11/03/2026	6,403.55

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1100972	Sept 2026 Monthly PJM Auction Revenue	10/16/2026	11/15/2026	0.00	6,403.55

Vendor Number	Vendor Name	Total Vendor Amount
08624	CYPRESS HOUSE	85.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000082	11/03/2026	85.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
000415	Funeral Flowers	10/28/2026	11/27/2026	0.00	85.00

Vendor Number	Vendor Name	Total Vendor Amount
INC2036	ENRIQUE HERNANDEZ-GARCIA	1,300.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000083	11/03/2026	1,300.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
106655	Landscaping at WWR	10/22/2026	11/21/2026	0.00	1,300.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1320	ENVIRONMENTAL RESOURCE ASSOCIATES	1,516.54

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000084	11/03/2026	1,516.54

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
159082	Complex Nutrients, pH, Total Residual Chlorine tes	10/13/2026	11/12/2026	0.00	1,516.54

Vendor Number	Vendor Name	Total Vendor Amount
03334	FERGUSON WATERWORKS #2516	1,551.76

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000085	11/03/2026	1,551.76

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0568773	Meters	10/14/2026	11/13/2026	0.00	1,551.76

Vendor Number	Vendor Name	Total Vendor Amount
00210	FISCHERS, INC.	212.62

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000086	11/03/2026	212.62

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0764598-001	UB Total Copy Plan Charge	10/16/2026	11/10/2026	0.00	212.62

Vendor Number	Vendor Name	Total Vendor Amount
INC1739	FORD PRO	180.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000087	11/03/2026	180.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV48561644	Squad GPS	07/31/2026	08/30/2026	0.00	180.00

Vendor Number	Vendor Name	Total Vendor Amount
01905	FOSTER COACH SALES, INC	25.30

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000088	11/03/2026	25.30

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
31584	Lugnuts	09/29/2026	10/29/2026	0.00	25.30

Vendor Number	Vendor Name	Total Vendor Amount
10256	HAWKINS, INC.	4,693.99

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000089	11/03/2026	2,486.99

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7596785	Azone 15, Hydrofluosilicic Acid	10/14/2026	11/28/2026	0.00	2,486.99

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000090	11/03/2026	2,207.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
7539045	Azone 15	08/19/2026	10/03/2026	0.00	2,207.00

Vendor Number	Vendor Name					Total Vendor Amount
08060	HEWITT & WAGNER, ATTORNEYS AT LAW					4,166.67
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000091				11/03/2026	4,166.67
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
110126	Legal - City Prosecutor	11/01/2026	11/01/2026	0.00	4,166.67	

Vendor Number	Vendor Name					Total Vendor Amount
10291	ILLINOIS FINANCE AUTHORITY					22,130.50
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000092				11/03/2026	22,130.50
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
2026 {3022} #19-12	Rescue 8 loan	09/10/2026	11/01/2026	0.00	22,130.50	

Vendor Number	Vendor Name					Total Vendor Amount
09444	KALEEL'S CLOTHING					845.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000093				11/03/2026	845.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
100926	Clothes for John Beck	10/09/2026	11/08/2026	0.00	188.00	
101526	Worker Boots	10/15/2026	11/14/2026	0.00	240.00	
101626	Zack - Uniform Allowance	10/16/2026	11/15/2026	0.00	173.00	
101626 HIVIZ	Zack - Hi Vis	10/16/2026	11/15/2026	0.00	244.00	

Vendor Number	Vendor Name					Total Vendor Amount
02727	MENARDS - SYCAMORE					880.53
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000094				11/03/2026	880.53
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
66041	Ice Melt 1 pallet	10/15/2026	11/14/2026	0.00	880.53	

Vendor Number	Vendor Name					Total Vendor Amount
09609	MIDWEST SIGNS & DESIGNS					82.53
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000095				11/03/2026	82.53
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
2021259	Replacement sticker for bay door	10/05/2026	10/05/2026	0.00	82.53	

Vendor Number	Vendor Name					Total Vendor Amount
INC1451	MUNICIPAL ELECTRONICS DIVISION LLC					95.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000096				11/03/2026	95.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
072898	Radar Certification	10/08/2026	11/07/2026	0.00	95.00	

Vendor Number	Vendor Name					Total Vendor Amount
INC2033	National Bulk Equipment Inc					286.73
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000097				11/03/2026	286.73
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
900931	Seals	10/13/2026	11/12/2026	0.00	286.73	

Vendor Number	Vendor Name					Total Vendor Amount
02319	NELSON FIRE PROTECTION COMPANY					550.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Virtual Pay	APA000098				11/03/2026	550.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
39243	Annual Fire inspection	10/20/2026	11/19/2026	0.00	550.00	

Vendor Number	Vendor Name	Total Vendor Amount
01659	NICOR	1,890.17

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000099	11/03/2026	1,890.17

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
64574710006-100526	NICOR GAS FOR PEAKER PLANT	10/05/2026	11/23/2026	0.00	1,823.10
66296258354-100526	850 Lakeview Nicor	10/05/2026	11/23/2026	0.00	67.07

Vendor Number	Vendor Name	Total Vendor Amount
08102	NORTHERN IL AMBULANCE BILLING, INC.	8,506.50

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000100	11/03/2026	8,506.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
101226	PT. G.G.	10/12/2026	11/11/2026	0.00	107.98
101326	PT. E.J.	10/13/2026	11/12/2026	0.00	970.00
2026-09	September ambulance billing	10/01/2026	10/31/2026	0.00	7,428.52

Vendor Number	Vendor Name	Total Vendor Amount
INC1738	OPAQUE SMOKE SCHOOL INC	500.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000101	11/03/2026	500.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2324	SMOKE SCHOOL FOR WALKER AND RAY	10/13/2026	11/12/2026	0.00	500.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1768	OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD	18,300.50

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000102	11/03/2026	18,300.50

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
24709	Legal - General Municipal	09/30/2026	10/30/2026	0.00	9,594.00
24710	Legal - Labor and Employment	09/30/2026	10/30/2026	0.00	5,596.50
24711	Legal - Electric	09/30/2026	10/30/2026	0.00	467.50
24712	Legal - Water	09/30/2026	10/30/2026	0.00	385.00
24713	Legal - Wtr Rec	09/30/2026	10/30/2026	0.00	412.50
24714	Legal - Northern Gateway TIF	09/30/2026	10/30/2026	0.00	110.00
24715	Legal - Airport	09/30/2026	10/30/2026	0.00	250.00
24716	Legal - Rail & Employment	09/30/2026	10/30/2026	0.00	1,485.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1110	PEST CONTROL CONSULTANTS ILLINOIS	107.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000103	11/03/2026	107.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1111607	Pest Control	10/15/2026	11/14/2026	0.00	53.50
1115312	Electric Office Pest Control	10/20/2026	11/19/2026	0.00	53.50

Vendor Number	Vendor Name	Total Vendor Amount
06127	POMP'S TIRE SERVICE, INC.	260.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000104	11/03/2026	260.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
411247115	Squad Tires	10/14/2026	11/13/2026	0.00	260.00

Vendor Number	Vendor Name	Total Vendor Amount
01154	PRESCOTT BROS. FORD	205.82

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000105	11/03/2026	205.82

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11762	Vehicle Service and Oil Change	10/14/2026	11/13/2026	0.00	205.82

Vendor Number	Vendor Name	Total Vendor Amount
10839	R.N.O.W., INC.	615.89

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000106	11/03/2026	615.89

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026-81552	R173 trailing arms. EC	10/20/2026	11/19/2026	0.00	615.89

Vendor Number	Vendor Name	Total Vendor Amount
10207	ROCHELLE ACE HARDWARE	270.70

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000107	11/03/2026	259.69

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
087909	saw	10/16/2026	11/15/2026	0.00	89.99
087951	starter fluid	10/19/2026	11/18/2026	0.00	6.83
087964	lock	10/19/2026	11/18/2026	0.00	20.69
087981	Nickel Keypad Entry	10/20/2026	11/19/2026	0.00	134.99
087984	Door Reinforcer	10/20/2026	11/19/2026	0.00	31.49
088000	Door Reinforcer	10/20/2026	11/19/2026	0.00	-31.49
088002	vacuum bags	10/20/2026	11/19/2026	0.00	7.19

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000108	11/03/2026	11.01

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
087844	Threadlock & Fasteners	10/14/2026	11/13/2026	0.00	11.01

Vendor Number	Vendor Name	Total Vendor Amount
02241	ROCHELLE JANITORIAL SUPPLY	256.29

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000109	11/03/2026	256.29

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
101326-2	towels	10/19/2026	11/08/2026	0.00	256.29

Vendor Number	Vendor Name	Total Vendor Amount
01734	ROCHELLE VETERINARY HOSPITAL	120.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000110	11/03/2026	120.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
202233	Rochelle Vet	10/16/2026	11/15/2026	0.00	120.00

Vendor Number	Vendor Name	Total Vendor Amount
10664	ROCK EQUIPMENT RENTALS	5,167.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000111	11/03/2026	5,167.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
01R3136002	Western Star Rental	08/24/2026	09/23/2026	0.00	5,167.00

Vendor Number	Vendor Name	Total Vendor Amount
06966	ROCK ROAD COMPANIES, INC.	1,314.60

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000112	11/03/2026	1,314.60

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
332407	Hot Mix for Road 5235 Harlan Dr	10/15/2026	11/14/2026	0.00	1,314.60

Vendor Number	Vendor Name	Total Vendor Amount
INC1418	RUNNINGS SUPPLY INC	206.93

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000113	11/03/2026	206.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1342152	Power cords	10/14/2026	11/13/2026	0.00	71.98
1342667	Motomix	10/16/2026	11/15/2026	0.00	104.97
1344059	WIRE WHEELS FOR CLEANING LINERS	10/20/2026	11/19/2026	0.00	29.98

Vendor Number	Vendor Name	Total Vendor Amount
07322	SERVICE CONCEPTS, INC.	4,217.92

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000114	11/03/2026	4,217.92

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
36764	Heat Sensor Replacement	10/13/2026	11/12/2026	0.00	377.54
36765	Crac Unit 1 Repairs	10/13/2026	11/12/2026	0.00	3,840.38

Vendor Number	Vendor Name	Total Vendor Amount
INC1525	SIRCHIE ACQUISITION COMPANY LLC	40.40

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000115	11/03/2026	40.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0759584-IN	Evidence Supplies	10/26/2026	11/25/2026	0.00	40.40

Vendor Number	Vendor Name	Total Vendor Amount
03263	TALLMAN EQUIPMENT COMPANY, INC.	954.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000116	11/03/2026	954.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
15424M-1	Hot Arm Rental/Wire Basket	10/19/2026	11/18/2026	0.00	954.00

Vendor Number	Vendor Name	Total Vendor Amount
INC2007	TRANSAMERICAN POWER PRODUCTS, INC	56,165.40

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000117	11/03/2026	56,165.40

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
RICHIE TO CENTERPOINT PA	Ritchie to Centerpoint Line	10/12/2026	10/14/2026	0.00	56,165.40

Vendor Number	Vendor Name	Total Vendor Amount
INC1832	TREVIPAY-WALMART	116.04

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000118	11/03/2026	116.04

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0186ae97	FRUIT FOR WELLNESS SCREENING	10/21/2026	11/19/2026	0.00	37.15
279403dd	Weekly station supplies	10/18/2026	11/16/2026	0.00	78.89

Vendor Number	Vendor Name	Total Vendor Amount
10445	TRI-CITY ELECTRIC COMPANY OF IOWA	909,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000119	11/03/2026	909,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
CENTERPOINT SUBSTATION	Centerpoint Sub	09/30/2026	09/30/2026	0.00	909,000.00

Vendor Number	Vendor Name	Total Vendor Amount
05320	UNIFORM DEN EAST, INC.	336.90

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000120	11/03/2026	336.90

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102709	Dominic Williams Class A uniform	10/14/2026	11/13/2026	0.00	336.90

Vendor Number	Vendor Name	Total Vendor Amount
00991	USA BLUEBOOK	950.89

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000121	11/03/2026	950.89

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INV01191707	Chemkeys, pH buffer, Wipes, Chlorine Accuvac	10/16/2026	11/15/2026	0.00	807.30
INV01192700	Sampling Bags	10/19/2026	11/18/2026	0.00	143.59

Vendor Number	Vendor Name	Total Vendor Amount
03510	UTILITY DYNAMICS CORPORATION	36,705.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000122	11/03/2026	36,705.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0827-3584	DIRECTIONAL BORING SERVICES- 2"	08/28/2026	09/27/2026	0.00	4,260.00
0828-3584	DIRECTIONAL BORING - 2"-Fire Training Center	08/28/2026	09/27/2026	0.00	3,740.00
1012-3607	Install Light Foundations- Fire Training Center	10/12/2026	11/11/2026	0.00	4,960.00
1013-3607	Installed Concrete Foundations-Fire Trng Center	10/15/2026	11/14/2026	0.00	4,980.00
1014-3607	DIRECTIONAL BORED 3" POLYDUCT-Fire Trng Center	10/15/2026	11/14/2026	0.00	4,765.00
1015-3607	DIRECTIONAL BORED 3" POLY- Fire Training Center	10/15/2026	11/14/2026	0.00	4,830.00
1016-3607	Directional Boring- Fire Training Center	10/15/2026	11/14/2026	0.00	4,910.00
1017-3607	DIRECTIONAL BORE Poly- Fire Training Center	10/15/2026	11/14/2026	0.00	4,260.00

Vendor Number	Vendor Name	Total Vendor Amount
01104	VERIZON WIRELESS	79.04

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000123	11/03/2026	79.04

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
6156280889	Wireless cards for ambulances	10/20/2026	11/12/2026	0.00	79.04

Vendor Number	Vendor Name	Total Vendor Amount
08103	VILLAGE OF ROMEOVILLE FIRE ACADEMY	650.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000124	11/03/2026	650.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2026-721	Dougherty Fire Company Officer academy	10/20/2026	11/19/2026	0.00	650.00

Vendor Number	Vendor Name	Total Vendor Amount
INC1339	VIPOWER SERVICES	414.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000125	11/03/2026	414.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3037	PROGRAMING PLC FOR CONTROL ROOM	10/16/2026	11/15/2026	0.00	414.00

Vendor Number	Vendor Name	Total Vendor Amount
09706	WATTERSON, BRIAN	160.00

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000126	11/03/2026	160.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102826	2026 MUNICIPAL BAND	10/28/2026	11/27/2026	0.00	160.00

Vendor Number	Vendor Name	Total Vendor Amount
00663	WESCO RECEIVABLES CORP	163.20

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000127	11/03/2026	163.20

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
884126	Shorting Caps	10/19/2026	11/18/2026	0.00	163.20

Vendor Number	Vendor Name	Total Vendor Amount
02259	WEST SIDE TRACTOR SALES CO	283.36

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000128	11/03/2026	283.36

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
246432	Adapter, Oil	10/19/2026	11/18/2026	0.00	283.36

Vendor Number	Vendor Name	Total Vendor Amount
10553	WEX BANK	17,423.25

Payment Type	Payment Number	Payment Date	Payment Amount
Virtual Pay	APA000129	11/03/2026	17,423.25

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
115933737	Fuel Credit	10/23/2026	11/13/2026	0.00	-52.00

OCT2026-COMM DEV	CD Gas	10/23/2026	10/23/2026	0.00	100.52
OCT2026-DIESEL	FUEL FOR D3 TRUCK	10/23/2026	10/23/2026	0.00	94.91
OCT2026-ELEC 2	Vehicle Fuel	10/23/2026	10/23/2026	0.00	3,427.69
OCT2026-ELEC MAIN	Vehicle Fuel	10/23/2026	10/23/2026	0.00	1,042.77
OCT2026-ENG	FUEL ENGINNEERING VEHICLES	10/23/2026	10/23/2026	0.00	210.29
OCT2026-FIRE	Fuel	10/23/2026	10/23/2026	0.00	3,810.69
OCT2026-POLICE	Squad Fuel	10/23/2026	10/23/2026	0.00	6,756.72
OCT2026-STREETS	Fuel for PWD	10/23/2026	10/23/2026	0.00	241.78
OCT2026-WTR	Water - WEX	10/23/2026	10/23/2026	0.00	905.60
OCT2026-WTR MTR	Meter Reader - WEX	10/23/2026	10/23/2026	0.00	52.50
OCT2026-WTR REC	WR WEX	10/23/2026	10/23/2026	0.00	831.78

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
Allocated Cash	Virtual Pay		113	63	0.00	1,185,993.25
		Packet Totals:	**113**	**63**	**0.00**	**1,185,993.25**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-1,185,993.25
		Packet Totals:	**-1,185,993.25**

Rochelle, IL

Payment Register

APPKT06016 - Check Run 11/03/26
01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
10817	BETTNER, DANIELLE					75.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223011				11/03/2026	75.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
103126	Cell Phone Reimbursement	10/31/2026	10/31/2026	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
10949	CONDON, JILLIAN					75.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223012				11/03/2026	75.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
103126	Cel Phone Reimbursement	10/31/2026	10/31/2026	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
00493	GROVERS SERVICES, LLC					4,800.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223013				11/03/2026	4,800.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
101926	Trimmed/Removed Trees Week of Oct 12th	10/19/2026	11/18/2026	0.00	4,800.00	

Vendor Number	Vendor Name					Total Vendor Amount
08786	HELGREN, CURT					180.57
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223014				11/03/2026	180.57
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
102326	Yearly duty boot allowance	10/23/2026	10/23/2026	0.00	180.57	

Vendor Number	Vendor Name					Total Vendor Amount
INC1268	HERNANDEZ, AUTUMN					75.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223015				11/03/2026	75.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
103126	Cel Phone Reimbursement	10/31/2026	10/31/2026	0.00	75.00	

Vendor Number	Vendor Name					Total Vendor Amount
INC1883	LOVELADY-SMITH, ELIZABETH					342.55
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223016				11/03/2026	342.55
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
103026	Travel & Mileage TIF Conf	10/30/2026	10/30/2026	0.00	342.55	

Vendor Number	Vendor Name					Total Vendor Amount
03507	MARK GILLIS TITLE AND LICENSE					29.00
Payment Type	**Payment Number**				**Payment Date**	**Payment Amount**
Check	223017				11/03/2026	29.00
Payable Number	**Description**	**Payable Date**	**Due Date**	**Discount Amount**	**Payable Amount**	
102226	License and Title Work	10/22/2026	10/22/2026	0.00	29.00	

Vendor Number	Vendor Name	Total Vendor Amount
05102	PETTY CASH - ELEC. OPERATIONS	196.35

Payment Type	Payment Number	Payment Date	Payment Amount
Check	223018	11/03/2026	196.35

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
100726	Petty Cash refill	10/07/2026	11/06/2026	0.00	196.35

Vendor Number	Vendor Name	Total Vendor Amount
10780	PLAZA, JONATHON	175.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	223019	11/03/2026	175.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102326	Plaza yearly duty boot allowance	10/23/2026	10/23/2026	0.00	175.00

Vendor Number	Vendor Name	Total Vendor Amount
02459	SECRETARY OF STATE	173.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check	223020	11/03/2026	173.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102226	Secretary of State- License. Plate	10/22/2026	10/22/2026	0.00	173.00

Vendor Number	Vendor Name	Total Vendor Amount
05914	SUNESON, SARA	4.41

Payment Type	Payment Number	Payment Date	Payment Amount
Check	223021	11/03/2026	4.41

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
101426	Employee Reimbursement	10/14/2026	11/13/2026	0.00	4.41

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check		11	11	0.00	6,125.88
		Packet Totals:	**11**	**11**	**0.00**	**6,125.88**

Cash Fund Summary

Fund	Name		Amount
91	Cash Allocation		-6,125.88
		Packet Totals:	**-6,125.88**

File Attachments for Item:

2. A Resolution Authorizing a Development Agreement between Midwest Power Investors, LLC and the City of Rochelle

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING 11/09/2026

SUBJECT: A Resolution Authorizing a Development Agreement between Midwest Power Investors, LLC and the City of Rochelle

Staff Contact: Zeke Jackson, City Manager and Sam Tesreau, City Engineer

Summary:

Since the beginning of 2025 City staff have been working on a development agreement (DA) with Midwest Power Investors, LLC (MW) for a potential data center located north of Steward Road, west of the BNSF RR and south of I-88. On March 3, 2025, City Council approved an amendment to the Zoning ordinance to define and further allow a Data Center in an I1, I2 and I3 zoning district. A public informational meeting was held in November 2025 to discuss the proposed data Center development along Steward Road.

Subsequently in early 2026 a discussion item was presented to the City Council, and action was taken at the April 2026 City Council meeting, to deny the approval of a development agreement with MW as presented. As a result, MW has re-engaged the City on the DA and modified concerns expressed in early 2026 at the council meeting.

Summary items of the agreement are as follows:

Subject Site development

- Construction of Project Electrical Improvements, including substation upgrades, dedicated feeder, primary metering (City/RMU constructs and paid for by MW)
- MW funds all Electrical work up to $4.75M and overages if they occur through notice from the City
- MW must purchase all electricity from the City until costs are recovered
- City must make up to 48 MW available upon completion of the improvements
- MW funds all water and water reclamation (sanitary sewer) improvements infrastructure estimated at $3.47M with an irrevocable letter of credit surety being required before construction begins. Water supply will be to the subject site along with fiber optic service.
- MW funds all roadway widening and shared use path improvements to Steward Road, along the subject site frontage, including design, planning, widening, drainage, lighting, ROW and easements plus provide an escrow or surety at 110% of approved estimated costs
- An impact fee of $50,000 is due in mid-2027 to cover the City's expenses with the DA
- A preliminary site perimeter landscape plan has been developed, to be approved by the City, at the time of the actual site plan review and permitting process
- Under no circumstance can MW receive delivery of electricity services from another provider within the City's distribution territory
- The primary building structure up to 360,000 sq ft.

Additional site development conditions

- City has reasonable approval over the appearance of the development as well as suppression measures to reduce sound that are generated from the subject property
- MW, its heirs, successors and assigns shall only construct a permitted use data center storage facility on the subject property as defined by the plat of survey and legal description in exhibit 1 as attached to the DA. This is generally bounded on the north side by I-88, Steward Road on the south side and the BNSF RR on the east side

- Landscaping features along the westerly and southerly sides of the subject site in general conformance with preliminary site
- RMU has incorporated conditions that all increases in capacity charges, NITS charges, Peak charges, Transmission charges, above our current levels, will be the responsibility of the developer and DC occupants.

City/RMU benefits

- Expanded RMU utility and transportation infrastructure along Steward Road including electrical transmission upgrades, Water/Water Reclamation improvements (water and sanitary sewer extensions), Roadway widening to collector status and pedestrian path improvements along the frontage of the property to the overpass
- Additional revenue to RMU in excess of $1.3M and the UTF of about $400K annually.
- Additional real estate property tax to the community taxing bodies, once the site is fully developed, without any tiered abatements through the Enterprise Zone. However, the sales tax and other incentives portion of the Lee-Ogle Enterprise Zone is available for development.
- Additional Electric revenue will help defray costs associated with RMU Integrated Resource Plan to be completed over the next several months as well as ongoing operational expenses over the next several years.

Revenue Sources:

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

Strategic Goal Application:

Community and Economic Development

Recommendation:

Consider approval of a Resolution authorizing a development agreement between Midwest Power Investors, LLC and the City of Rochelle

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO.

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH MIDWEST POWER INVESTORS, LLC

JOHN BEARROWS, Mayor
ROSE HUÉRAMO, 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
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. – City Attorneys
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO.
Date Passed:

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH MIDWEST POWER INVESTORS, 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, 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, Midwest Power Investors, LLC (“Developer”) is the owner of commercial real estate identified as PIN number: 25-31-100-008 (“Subject Property”) located within the City of Rochelle; and

WHEREAS, Developer intends to improve the Subject Property by facilitating the development of a large-scale data center/data storage facility; and

WHEREAS, the City operates Rochelle Municipal Utilities (“RMU”) which provides retail electric and distribution service to commercial and industrial customers; and

WHEREAS, the City wishes to foster the development of the Subject Property as it will promote economic development, enhance the City’s tax base, create jobs and support the growth of technology in the area; and

WHEREAS, the City and Developer have come up with a mutually beneficial Development Agreement attached herein as Exhibit A; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interests of the City and its residents to authorize and enter into a Development Agreement with Midwest Power Investors, LLC.

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 Development Agreement with Midwest Power Investors, LLC, attached hereto as Exhibit A, 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 substance 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 9th day of November 2026.

AYES:

NAYS:

ABSENT

ATTEST:

_____ _____

City Clerk Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH MIDWEST POWER INVESTORS, LLC,” which was adopted by the Mayor and City Council of the City of Rochelle on November 9, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 9th day of November 2026.

_____
CITY CLERK

EXHIBIT A
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (the "***Agreement***") is made and entered into as of this ___ day of November, 2026 ("***Effective Date***"),[1] by and between **Midwest Power Investors, LLC**, an Illinois limited liability company ("***Midwest***"), and the **City of Rochelle, Ogle and Lee Counties, Illinois**, an Illinois municipal corporation (the "***City***"), each a "***Party*****"** and collectively the "***Parties***," and is based on the following recitals:

RECITALS

A. The City is duly organized and existing under the laws of the State of Illinois as a non-home rule municipality.

B. Midwest is a limited liability company in good standing with the Illinois Secretary of State.

C. Midwest is the record owner of commercial real estate located at the northeast corner of Steward Road and South Main Street, Rochelle, Illinois 61068, Ogle County, Illinois ("***Subject Property***"), consisting of 61.934 acres, as depicted and more particularly described in Exhibit 1.

D. Midwest intends to improve the Subject Property by facilitating development of a large-scale data center/data storage facility (the "***Facility***"), to be developed in a single phase requiring an electrical load of 48 Megawatts ("***MWs***").

E. The City operates the Rochelle Municipal Utilities ("***RMU***"), which provides retail electric and distribution service to commercial and industrial customers, and which, upon completion, will include the Facility for anticipated commercial operations.

F. To accommodate the development and anticipated electric capacity needs of the Facility once operational, the City and Midwest are entering into this Agreement to set forth the terms and conditions for (i) the proposed modifications to RMU's existing electric distribution facilities located at the adjacent distribution substation commonly known as the Ritchie Substation ("***Substation***"), (ii) installation of dedicated distribution feeder to the Subject Property necessary to connect the Substation to the Facility, and (iii) installation of primary metering equipment to the Subject Property for RMU to provide electric distribution service to the Facility, as more particularly described in Exhibit 2 (the "***Project***").

G. The City will undertake the design, procurement and installation of the Project, including the new, dedicated electrical distribution power lines (collectively, the "***Project Electrical Improvements***"). Based on engineering estimates, the total

[1] To be the date of ratification by the City.

estimated costs (the "***Project Costs***") of the Project Electrical Improvements for the Project are estimated to be Four million seven hundred fifty thousand dollars ($4,750,000) (the "***Project Costs Cap***"), as more particularly detailed on Exhibit 2.

H. The City wishes to foster the development of the Subject Property by granting the licenses and permits, subject to all applicable fees and costs, specified in this Agreement or as reasonably required for operation of the Facility, as the case may be, and by undertaking the Project Electrical Improvements.

I. The City is entering into this Agreement pursuant to its non-home rule powers and its determination that the Project contemplated by this Agreement will enhance the City's businesses and redevelopment of its downtown area.

J. The City has determined that it is essential to the economic and social welfare of the City that the Project contemplated by this Agreement are necessary to foster economic development.

K. The City finds that the powers to be exercised hereunder are in furtherance of a public use and essential to the public interest.

L. The Mayor and City Council of the City have determined that entering into this Agreement is in the best interests of the City and its residents.

M. Midwest has full right, power and authority to enter into this Agreement and acknowledges and consents to its terms and conditions.

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and the promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Midwest agree as follows:

SECTION ONE.
RECITALS

The foregoing Recitals are hereby incorporated herein as if fully set forth below.

SECTION TWO.
UTILITY SERVICE

A. Electrical Service.

(i) The City, which owns and operates RMU as its electrical service utility, agrees that it will, at Midwest's expense, increase the electrical service and distribution by constructing the Project Electrical Improvements, as provided herein. Midwest agrees to pay all of the Project Costs for the Project Electrical Improvements, up to a maximum (the "***Project Costs Cap***") of Four million seven hundred fifty thousand dollars ($4,750,000), as provided herein. If the

Project Costs exceed the Project Costs Cap, the City will (A) provide notice to Midwest of the amount of additional Project Costs and (B) Midwest shall pay the same so as to complete the Project Electrical Improvements. The amount of the Project Costs and the Project Costs Cap will then be adjusted upward to reflect the increase in the Project Costs.

(ii) The City shall provide, at Midwest's expense, all equipment necessary to construct the Project Electrical Improvements, which will include the equipment necessary for RMU to provide distribution service to be received to the Subject Property at 34.5kV for the Facility operations, and the City shall be reimbursed for the total equipment costs (without markup) as set forth in Exhibit 2, no more than thirty (30) days after the City's delivery of said equipment to the Subject Property.

(iii) Midwest acknowledges that the City is expending the Project Costs to enhance the distribution service specifically for the Facility. Subject to, and without waiving any rights under, state and federal law, Midwest shall cause the Subject Property (and all users and occupants of the Subject Property requiring electrical service) to procure all of its electricity needs from or through the City for the Facility at the City's applicable rates, determined in good faith by the City or RMU, until the earlier of (a) the Project Costs are recovered by the City (whether from payments made by Midwest, a user of the Subject Property or any third party deriving the benefits of the Project Electrical Improvements) by the inclusion of a surcharge on the electric bills for the Subject Property that consists of sixty (60) equal monthly payments, plus interest of twelve (12%) percent, per annum, of the Project Electrical Improvement Costs, commencing after the completion of the Project Electrical Improvements, or (b) Midwest pays the City an amount sufficient to pay the Project Costs that, at the time of such payment, have not been recovered by the purchase of electricity from the City. Under no circumstance, can Midwest receive delivery of electricity distribution services from any other provider within the City's distribution territory.

(iv) Until the Project Costs are fully recovered by the City in accordance with sub-section (iii) above, Midwest shall not, and shall ensure that the users and occupants of the Subject Property do not, without the City Council's approval of any other such generation source, such approval not to be unreasonably withheld, conditioned, or delayed, use third-party electrical providers or any other generation source, including, but not limited to on-site solar generation, any form of reusable generation, or any other form of generation that would reduce, augment, supplement, or replace the electrical load, provided, however, the foregoing shall not (a) be construed as a waiver of Midwest's rights under state and federal law and regulation or (b) be deemed to limit or restrict the right of Midwest, or any user or occupant of the Subject Property, to utilize an on-site back-up generator solely for occasions when the City is unable to provide power to the Subject Property.

(v) In addition to the foregoing, if Midwest or any user or occupant of the Subject Property elects to participate in the City's demand response program, then Midwest or any such user or occupant will (i) use the City's then-chosen demand response service vendor and (ii) not use a third-party demand response service vendor.

(vi) If Midwest or any user or occupant of the Subject Property declines to participate in the City's demand response program, the Parties acknowledge that the City will incur incremental excess capacity, excess transmission, including NITS charges, coincident-peak, or other peak-demand-related charges (collectively, "***Excess Charges***") from its upstream utility or wholesale power supplier as a result of Midwest's (or such user's or occupant's) electric load. In order that residents of the City do not experience increased electric rates as a consequence of the Subject Property's contribution to system peak, any such incremental Excess Charges that would *not* have been incurred but for Midwest's (or such user's or occupant's) electric load, shall be borne solely by Midwest, such user or occupant, whichever is causing such incremental Excess Charges to be incurred. So long as Midwest (or such user or occupant) pays all Excess Charges resulting from Midwest's (or such user's or occupant's) electric load, Midwest (or such user or occupant) shall not be required to curtail load, shed load, participate in mandatory demand response, or accept any operational flexibility obligation. Nothing in this Agreement shall be interpreted or applied in a manner that would impose any such load curtailment requirement, so long as Midwest (or such user or occupant) pays for all Excess Charges. The obligations under this sub-section (vi) are solely financial in nature and shall not impair or interfere with the right of Midwest (or such user or occupant) to continuous operations. Midwest's (or such user's or occupant's) electrical service may be disconnected if Midwest (or such user or occupant) fails to pay Excess Charges for which Midwest (or such user or occupant) is responsible as provided herein.

B. Other Utility Service.

(i) Midwest acknowledges that the City will need to construct, or cause RMU to construct, additional municipal utility services. Such services include water and water reclamation/sewer improvements (the "***Project Water and Water Reclamation Improvements***") to service the needs of the Subject Property. The Project Water and Water Reclamation Improvements are estimated, as of the Effective Date, to cost approximately Three Million four hundred thirty-eight thousand dollars ($3,438,000). The Project Water and Water Reclamation Improvements that exclusively serve the Facility shall be the financial responsibility of Midwest, and Midwest shall reimburse the City for the cost of all such improvements. If and to the extent that Midwest has borne the cost of the Project Water and Water Reclamation Improvements and other properties make use of the Project Water and Water Reclamation Improvements for which

Midwest has paid, the City will undertake commercially reasonable benefits to recapture from these properties the costs borne by Midwest and reimburse Midwest in the amount of these recaptured costs. The Water improvement facility will extend from west of Main Street thence easterly along Steward Road, under the BNSF RR and City Railroad, to the existing Caron Road watermain distribution connection. The Water Reclamation improvement facility will extend from the south westerly boundary corner of the Subject Property thence easterly along Steward Road, under the BNSF RR and City Railroad, to the existing Caron Road Water Reclamation sewer connection. The Subject Property will comply with the City's guidelines and commercially reasonable preferences relating to water consumption.

(ii) The City shall not incur any costs of the Project Water and Water Reclamation Improvements or any non-electrical utilities or infrastructure that would be the obligation of Midwest under this Section 2.B without Midwest's prior written consent. Promptly following delivery of Midwest's express written approval to proceed with the Project Water and Water Reclamation Improvements, Midwest shall deliver to the City an irrevocable letter of credit naming the City as beneficiary thereunder (the ***"Water and Water Reclamation Security***"). It is presently anticipated that the Water and Water Reclamation Security will be in the amount of one hundred percent (100%) of the cost of the Project Water and Water Reclamation Improvements required to be made for the Subject Property. The Water and Water Reclamation Security will be adjusted (a) upward, to reflect any increase in costs not covered by the budget for the Project Water and Water Reclamation Improvements, and (b) downward, to reflect any payment of the costs of the Project Water and Water Reclamation Improvements. Upon completion of the Project Water and Water Reclamation Improvements (and payment in full of the costs of same), the Water and Water Reclamation Security held by the City shall be returned to Midwest. Midwest acknowledges that the City will not proceed with making the Project Water and Water Reclamation Improvements or providing necessary permits for the development of the Facility until the Water and Water Reclamation Security has been posted in accordance with this sub-section (ii).

In connection with development and use of the Subject Property, the City will make reasonable accommodations to enable the Subject Property to receive fiber optic service. Furthermore, the City will provide support for the installation and maintenance of gas pipeline facilities necessary to connect the Facility, without expense to the City, to the local retail gas distribution network, including access by authorized third parties as required. For the avoidance of doubt, all terms, conditions and rates for providing utility services will be the prevailing terms, conditions, and rates set forth in the applicable published RMU rate schedule.

C. <u>Road Improvements and Landscaping</u>.

(i) Midwest acknowledges that the City will need to construct perimeter and offsite road improvements and streetlights satisfying Illinois Department of Transportation (IDOT) standards and City standards and requirements for a Class II industrial/truck route along Steward Road ("***Exterior Roadway Improvements***") as well as private driveways and roads within the Subject Property ("***Interior Roadway Improvements***"), outside of the City's right-of-way along Steward Road, to service the access needs of the Subject Property. Midwest, at its sole cost and expense, shall be responsible for the cost of engineering, design, plans, specifications and construction of the private Interior Roadway Improvements and City Exterior Roadway Improvements. The Parties anticipate that the Exterior Roadway Improvements shall (a) run from the westerly boundary of the Subject Property or from the end of the existing urbanized curb and gutter terminus located approximately five hundred feet east of South Main Street, (b) include a roadway widening of approximately 1,280 feet and a minimum lane width of twelve feet with additional concrete curbs and gutters Type B 6.18, RCCP storm sewer drainage system with drainage structures and (c) satisfy Illinois Department of Transportation (IDOT) standards and City standards and requirements, in the latter case as reasonably interpreted by the City Engineer. At the election of the City, the "***Exterior Roadway Improvements***" will include (I) an additional right-of-way to be dedicated to the City along the north side of Steward Road as required by the City Engineer but not less than thirty (30') feet in width and (II) an exclusive easement granted to the City of not less than thirty (30') feet in width along Steward Road and other City easements no less than thirty (30') feet in width, along the perimeter of the subject site as required by the City Engineer. These dedications shall be made through the preliminary and final plat process to be approved by the City Council.

(ii) The Interior Roadway Improvements and the Exterior Roadway Improvements shall be the financial responsibility of Midwest, and, (a) if the City constructs or causes the construction of the Exterior Roadway Improvements, Midwest shall reimburse the City for the cost of all such Exterior Roadway Improvements, and (b) if Midwest constructs or causes the construction of the Exterior Roadway Improvements (as well as the Interior Roadway Improvements), Midwest shall pay for the cost of all such Interior Roadway Improvements and Exterior Roadway Improvements. The City shall not incur any costs of the Exterior Roadway Improvements without Midwest's prior written consent. This consent shall be provided no less than seven (7) months prior to the approval and opening of any access driveway into the subject site. Promptly following delivery of the City's and Midwest's express written approval to proceed with the Exterior Roadway Improvements, Midwest shall, prior to the commencement of the Exterior Roadway Improvements, (i) if the Exterior Roadway Improvements are to be constructed by the City fund an escrow account (the ***"Exterior Roadway Improvements Escrow***"), to be maintained by an independent third party escrow agent satisfactory to the City and Midwest, in the amount of one hundred ten percent (110%) of the estimated

cost of the Exterior Roadway Improvements required to be made for the Subject Property as approved by the City Engineer, and (ii) if the Exterior Roadway Improvements are to be constructed by Midwest, deliver to the City an irrevocable letter of credit (the ***"Exterior Roadway Improvements Security***") in the amount of one hundred ten percent (110%) of the estimated cost of the Exterior Roadway Improvements as approved by the City Engineer, that are required to be made for the Subject Property. The Exterior Roadway Improvements Escrow and the Exterior Roadway Improvements Security will be adjusted from time to time (a) upward, to reflect any increase in costs not covered by the budget for the Exterior Roadway Improvements, and (b) downward, to reflect any payment of the costs of the Exterior Roadway Improvements. Upon completion of the Exterior Roadway Improvements (and payment in full of the costs of same), then subject to the provisions of sub-section (iii) below, the Exterior Roadway Improvements Security held by the City and the funds held in the Exterior Roadway Improvements Escrow shall be returned to Midwest. Midwest acknowledges that the City will not proceed with making the Exterior Roadway Improvements (or permitting Midwest to make the Exterior Roadway Improvements) or providing necessary permits for the development of the Facility until either the Exterior Roadway Improvements Escrow or the Exterior Roadway Improvements Security, as applicable, has been posted in accordance with this sub-section (ii).

(iii) Upon completion of the Exterior Roadway Improvements, (a) the City will retain ten percent (10%) of the Exterior Roadway Improvements Security or (b) ten percent (10%) of the Exterior Roadway Improvements Escrow shall remain in escrow with the escrow agent, until the second (2^{nd}) anniversary of completion and acceptance of the Exterior Roadway Improvements by the City Engineer, in accordance with the Rochelle Municipal Code.

(iv) The City shall have reasonable approval over the site plan, location of the primary building up to 360,000 sq ft. and ancillary structures and uses which will generally be located in the south and east portions of the Subject property as well as the overall landscaping of the Subject Property. Midwest and the City will meet and confer regarding the site plan, location of the primary building, ancillary structures, site development improvements, and landscaping design plan, which will include the areas in which walkways, fences, retaining walls, turf, bushes, trees of no less than 3 inches in caliper at the trunk, subject site perimeter earthen berming no less than 6 feet in height above site grades, vegetation and seeding mixes, and gardens will be located and incorporated into the landscape plan as approved by the City. The site plan, primary building location and landscaping design plan will be approved by the City, in its reasonable judgment, and, following approval, will be implemented by Midwest as part of its development of the Subject Property. Following completion of the site and landscaping plans, Midwest will cause the same to be maintained in proper condition. The issuance of any permits, licenses or Midwest as part of its development of the Subject Property. The issuance of any

permits, licenses or certificates by the City for the construction and operation of the Facility will be evidence of the City's approval of the landscaping design plan for the Subject Property.

SECTION THREE.
OBLIGATIONS OF THE CITY FOR THE PROJECT

The City agrees to design, procure and construct the Project Electrical Improvements in accordance with the specifications set forth in Exhibit 2. The City shall use commercially reasonable efforts to complete the Project Electrical Improvements within twelve (12) months from the Effective Date. At such time as the Project Electrical Improvements have been completed (the "***Completion Date***"), the City shall cause RMU to make available to the Facility an electrical load of 48 MWs, and Midwest shall pay for such electricity at rates then established by RMU pursuant to a Power Purchase Agreement (as defined in Section 14.B). Midwest shall have a period of twenty-four (24) months following the Completion Date (the "***Start-Up Date***") to enter into a Power Purchase Agreement for the electrical power made available to the Facility by RMU. The City acknowledges that RMU has the right and obligation to deliver 48 MWs of electrical power to the Facility, and neither the City nor RMU shall allocate this capacity to another user or users unless Midwest (or a user of Facility) does not enter into a Power Purchase Agreement by the Start-Up Date.

SECTION FOUR.
IMPACT FEE

Midwest recognizes and acknowledges that the City has utilized extensive staff, legal, and consulting resources to enter into this Agreement, and as such agrees to pay an Impact Fee to the City's General Fund to compensate the City for these resources as follows: Fifty Thousand ($50,000) Dollars to be paid by June 1, 2027.

SECTION FIVE.
APPROVALS, PERMITS AND CONSENTS

Subject to the payment of all applicable fees and costs by Midwest, the City agrees to provide approvals, permits and consents to Midwest as reasonably required for Midwest's construction and operation of the Facility, upon appropriate petitions and requests by Midwest (including, for avoidance of doubt, such municipal utility services as requested under Section 2.C).

The City shall have reasonable approval over the appearance of the development. The City shall also have reasonable approval over sound mitigation measures intended to address sound levels generated by the Facility at the boundaries of the Subject Property and potential adverse noise impacts on surrounding properties. The Parties will meet and confer regarding reasonable sound mitigation measures, and Midwest shall implement such measures as are reasonably necessary to address potential noise impacts from the Facility. The issuance of any permits, licenses or certificates by the City for the construction and operation of the Facility will be evidence of the City's approval of the foregoing.

Notwithstanding the foregoing or anything to the contrary contained herein, Midwest shall not construct a large-scale data center/data storage facility on the portion of the Subject Property lying north of Interstate Highway 88.

SECTION SIX.
MAINTENANCE

Except to the extent caused by the City's negligence or willful and wanton conduct, Midwest, at its sole cost and expense, shall maintain and repair the improvements to the Subject Property, including the development of the Facility, in accordance with all federal, state and local codes and regulations.

SECTION SEVEN.
INSURANCE

The City agrees to cause contractors and subcontractors performing the Project Electrical Improvements to maintain commercial general liability and property damage insurance with an insurance company qualified and licensed to do business in Illinois with limits of not less than two million dollars ($2,000,000.00) for bodily injury or death to any one person, four million dollars ($4,000,000.00) for bodily injury or death to more than one person, and five hundred thousand dollars ($500,000.00) for damage to the Subject Property, during the construction of the Project Electrical Improvements. The City and Midwest will be named as an additional insured on these contractors' policies and shall be provided thirty (30) days' advance notice prior to the cancellation of any such policies. Certificates of such insurance, evidencing the foregoing coverages shall be delivered to the City Clerk and Midwest within thirty (30) days prior to the commencement of any work on the Project.

SECTION EIGHT.
COMPLIANCE WITH LAW

Midwest will at its own expense, comply with all federal, state and local laws, ordinances of the United States, State of Illinois and the City, and rules and regulations now or later in force which may be applicable to its operations in the City at the Subject Property. Midwest will obtain and pay for all permits, licenses, variations, and other authorizations which may be required for the improvements and its activities contemplated by this Agreement. The City agrees that it will, and will cause RMU to, construct, operate and maintain the Project Electrical Improvements in accordance with required Federal and State operational requirements, including the latest version of the National Electric Code.

SECTION NINE.
WAIVER

No waiver by either the City or Midwest of any default on the part of the other Party in the performance of any of the terms, covenants, or conditions of this Agreement to be performed, kept,

or observed by the defaulting Party shall be or be construed to be a waiver by the non-defaulting Party of any other or subsequent default in the performance of any terms, covenants, or conditions of this Agreement to be performed, kept or observed by the defaulting Party.

SECTION TEN.
AMENDMENT

This Agreement may be modified or amended in whole or in part only by a written instrument executed by the City and Midwest.

SECTION ELEVEN.
REMEDIES

Either Party may exercise any rights or remedies available at law or equity in connection with this Agreement; *provided however*, in the event of litigation brought by either Party against the other Party for material breach or default, the prevailing Party shall be entitled to recover its reasonable costs and expenses for such litigation, including reasonable attorneys' fees, expert witness fees and other costs.

This Agreement may be terminated only by mutual written agreement of the Parties. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the following obligations which shall survive termination or expiration: (i) the obligation to pay or refund amounts owed to the City or Midwest under this Agreement; (ii) any other obligations which the Agreement specifically or by implication indicates shall survive termination or expiration. Upon termination, the City agrees to relinquish any remaining Irrevocable Letter of Credit in accordance with the terms of such instrument.

SECTION TWELVE.
INDEMNIFICATION

To the fullest extent permitted by law, except to the extent caused by negligence or intentional misconduct of the City, Midwest shall defend, indemnify and hold the City harmless from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from (i) Midwest's use of the Subject Property and the Facility or (ii) Midwest's breach of any provision of this Agreement.

SECTION THIRTEEN.
NOTICE

All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the Party to whom it is addressed two (2) days after deposit in the U. S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

All notices to the City of Rochelle shall be sent to:

City Manager
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
Attn: Dominick Lanzito
2441 Warrenville Road – Ste. 310
Lisle, Illinois 60532

All notices to Midwest shall be sent to:

Midwest AG Investors, LLC
145 Avenue of the Americas
Floor 7
New York, New York 10013
Attention: Zach La Motta

With a copy to:
White & Case LLP
Suite 3800
300 North LaSalle Drive
Chicago, Illinois 60654
Attention: Eugene J.M. Leone (1906477-0002)

or to such other address as the City and/or Midwest may designate for one another by notice given from time to time to the other in the manner provided herein.

SECTION FOURTEEN.
PERFORMANCE SECURITY AND MAINTENANCE

A. **Project Costs.** Within thirty (30) days of the Effective Date, Midwest shall provide an irrevocable letter of credit (the ***"Performance Security***"), naming the City as beneficiary thereunder, equal to one hundred (100%) of the Project Costs Cap (as more particularly set forth in Exhibit 2). If, at any time, the Project Costs Cap is adjusted pursuant to Section 2.A(i) to reflect an increase in the Project Costs, the amount of the Performance Security shall be similarly adjusted (within thirty (30) days of determination that such an adjustment must be made). In addition, the amount of the Performance Security shall be adjusted (a) upward or downward, within thirty (30) days of completion of the Project Electrical Improvements, to reflect the actual amount of the Project Costs, and (b) downward, on or before February 15th of each year, to reflect the recovery by the City of the Project Costs

paid to the City during the prior calendar year pursuant to Section 2.A(iii). The Performance Security shall become immediately payable if Midwest does not complete the Project within twenty-four (24) months of the issuance of construction permits by the City. In addition, the Performance Security will be released, relinquished, and returned to Midwest upon any termination of this Agreement or the completion of Midwest's full payment of the Project Costs.

B. **Power Purchase Agreement.** If Midwest elects to negotiate and execute a power purchase agreement (a "***Power Purchase Agreement***") to supply the energy for the Project to be delivered to the City's electric distribution system, or if the City elects to negotiate and execute a Power Purchase Agreement to supply the energy for the Project to be delivered to the City's electric distribution system, setting forth the principal terms on which the energy for the Project, then the payments set forth in the Power Purchase Agreement shall be secured by an irrevocable letter of credit naming the City as beneficiary thereunder (the ***"Power Performance Security***"). It is presently anticipated that (i) the Power Performance Security will be in the amount of one hundred percent (100%) of the cost of the energy to be delivered to the City's electrical distribution system pursuant to the Power Purchase Agreement covering the Project, and (ii) the amount of the Power Performance Security shall be adjusted annually to reflect the remaining payments of the cost of energy pursuant to the remaining term of a Power Purchase Agreement. The Power Performance Security shall become immediately payable if Midwest fails to make any two consecutive months of payments for all electrical charges to the Subject Property. Nothing herein shall obligate Midwest to enter into a Power Purchase Agreement with any energy provider, and this Section 14.B shall only apply if and to the extent Midwest or the City enter into a Power Purchase Agreement for the Project or the City is not required to pay for the power delivered to its electric distribution system from Midwest's Power Purchase Agreement.

SECTION FIFTEEN.
ENTERPRISE ZONE PROPERTY TAX ABATEMENT

Whether or not the Subject Property is eligible for a Lee-Ogle Enterprise Zone property tax abatement ("***Tax Abatement***"), Midwest, its successors, assigns, as well as any tenant or occupant of the Subject Property, hereby waives any right it may have to obtain this Tax Abatement. Midwest, its successors, assigns, as well as any tenant or occupant of the Subject Property intends to forego the Tax Abatement in its entirety. For clarity, the foregoing shall not be construed as extinguishing or limiting in any respect any sales tax exemptions that may be available to Midwest or the Subject Property.

SECTION SIXTEEN.
BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Subject Property, the City, Midwest and occupants of the Subject Property, and their respective successors and assigns. Either Party may assign this Agreement, in whole or in part, without prior consent of the other

Party, including any collateral assignment by either Party. No person or entity that is not a Party to this Agreement shall be deemed a third party beneficiary hereof or have any right to enforce this Agreement.

SECTION SEVENTEEN.
ENTIRE AGREEMENT

This Agreement and the exhibits to this Agreement contain all the representations and the entire agreement between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the exhibits to this Agreement. No Party has relied on any representations, written or verbal, of the other Party other than those express written representations made within this Agreement.

SECTION EIGHTEEN.
COMMUNITY DEVELOPMENT

Midwest is committed to investing in the Rochelle community and supporting initiatives that benefit its residents. Midwest shall begin making community-benefit investments following the execution and delivery of this Agreement and shall make more substantial investments following the execution and delivery of a lease covering all or a portion of the Subject Property. Such investments may include financial contributions and other support for public gatherings, cultural events, programming on the community stage, and other community-benefit programs and improvements. The nature and extent of these investments shall be determined by Midwest in good faith, in consultation with the City, taking into account the progress of development of the Subject Property and identified community needs. Midwest shall use diligent efforts to identify and attract users and operators of the Subject Property that share a commitment to the Rochelle community and shall encourage their participation in community-benefit initiatives.

SECTION NINETEEN.
MISCELLANEOUS

All exhibits attached hereto are incorporated by reference and made a part of this Agreement.

[Signature page follows]

The Parties have executed this Agreement as of the day and year first above written.

THE CITY OF ROCHELLE, an Illinois municipality

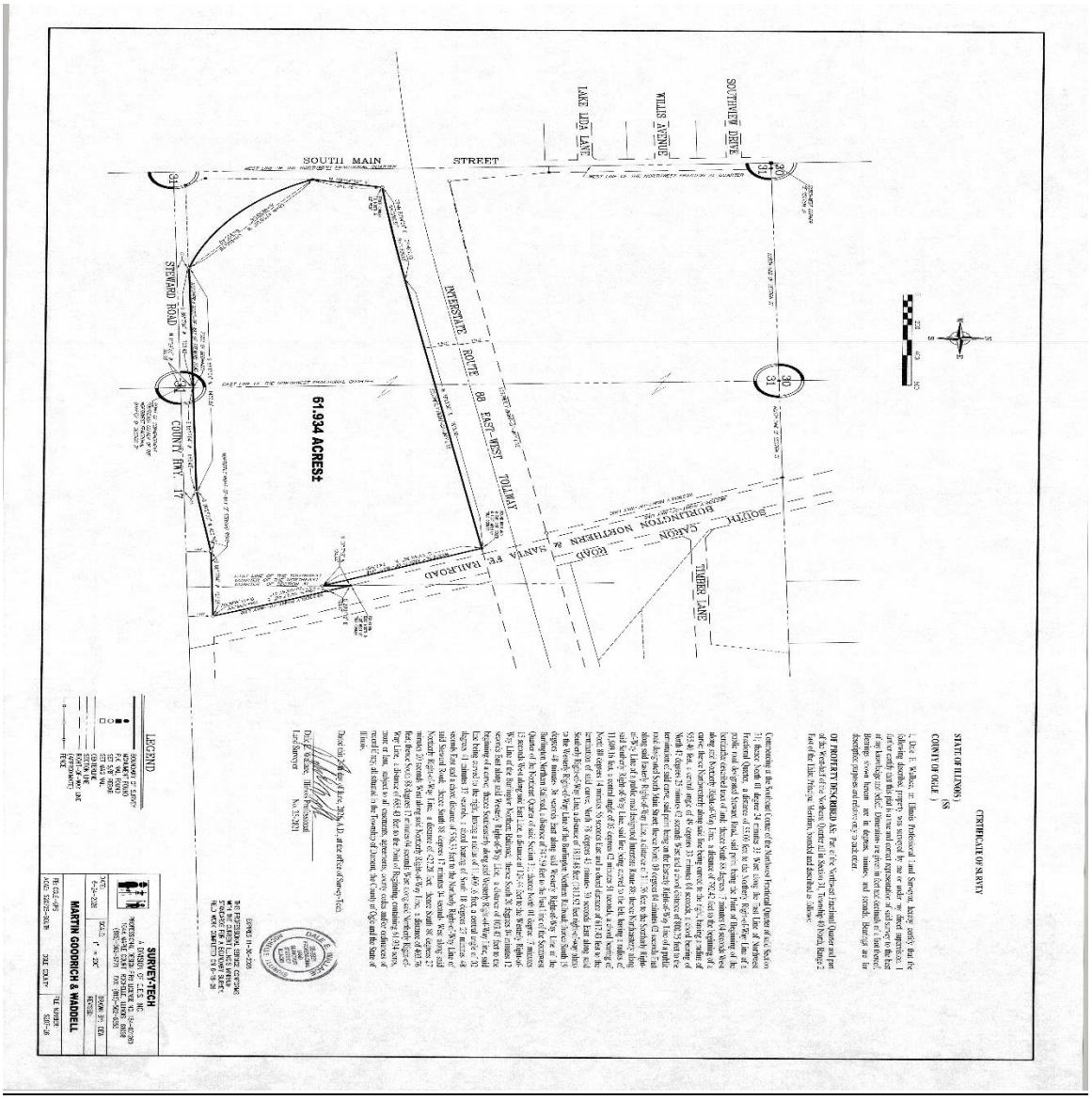
By:_____
Name:_____
Its:_____

MIDWEST POWER INVESTORS, LLC, an Illinois limited liability company

By:
Name:_____
Its:_____

Exhibit 1 – Depiction and Description of the Subject Property

Permanent Index Nos. Part of 25-31-100-008.



Legal Description

OF PROPERTY DESCRIBED AS: Part of the Northwest Fractional Quarter and part of the West-half of the Northeast Quarter all in Section 31, Township 40 North, Range 2 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Southeast Corner of the Northwest Fractional Quarter of said Section 31; thence North 01 degree 24 minutes 33 West along the East Line of Northwest Fractional Quarter, a distance of 55.00 feet to the Northerly Right-of-Way Line of a public road designated Steward Road, said point being the Point of Beginning of the hereinafter described tract of land; thence South 88 degrees 17 minutes 04 seconds West along said Northerly Right-of-Way Line, a distance of 792.42 feet to the beginning of a curve; thence Northwesterly along said line being curved to the right, having a radius of 955.40 feet, a central angle of 49 degrees 33 minutes 04 seconds, a chord bearing of North 47 degrees 25 minutes 02 seconds West and a chord distance of 800.75 feet to the termination of said curve, said point being on the Easterly Right-of-Way Line of a public road designated South Main Street; thence North 09 degrees 04 minutes 02 seconds East along said Easterly Right-of-Way Line, a distance of 311.76 feet to the Southerly Right-of-Way Line of a public road designated Interstate Route 88; thence Northeasterly along said Southerly Right-of-Way Line, said line being curved to the left, having a radius of 11,609.16 feet, a central angle of 03 degrees 02 minutes 51 seconds, a chord bearing of North 80 degrees 14 minutes 56 seconds East and a chord distance of 617.43 feet to the termination of said curve; North 78 degrees 43 minutes 30 seconds East along said Southerly Right-of-Way Line, a distance of 1813.48 feet (1813.92 feet right-of-way plats) to the Westerly Right-of-Way Line of the Burlington Northern Railroad; thence South 19 degrees 48 minutes 36 seconds East along said Westerly Right-of-Way Line of the Burlington Northern Railroad, a distance of 747.59 feet to the East Line of the Southwest Quarter of the Northeast Quarter of said Section 31; thence North o1 degree 17 minutes 15 seconds West along said East Line, a distance of 124.44 feet to the Westerly Right-of-Way Line of the Burlington Northern Railroad; thence South 20 degrees 04 minutes 12 seconds East along said Westerly Right-of-Way Line, a distance of 103.47 feet to the beginning of a curve; thence Southeasterly along said Westerly Right-of-Way Line, said line being curved to the right, having a radius of 11,409.16 feet, a central angle of 02 degrees 41 minutes 37 seconds, a chord bearing of South 18 degrees 27 minutes 48 seconds East and a chord distance of 536.33 feet to the Northerly Right-of-Way Line of said Steward Road; thence South 88 degrees 17 minutes 04 seconds West along said Northerly Right-of-Way Line, a distance of 427.28 feet; thence South 80 degrees 27 minutes 20 seconds West along said Northerly Right-of-Way Line, a distance of 403.76 feet; thence South 88 degrees 17 minutes 04 seconds West along said Northerly Right-of-Way Line, a distance of 685.43 feet to the Point of Beginning, containing 61.934 acres, more or less, subject to all easements, agreements, county codes and/or ordinances of record if any, all situated in the Township of Dement, the County of Ogle and the State of Illinois.

Exhibit 2 – Certain Project Details



BHMG ENGINEERS
Consulting Engineers

Project Scope

Project Crossroads Electric Feed

Rochelle Municipal Utilities

Project Details

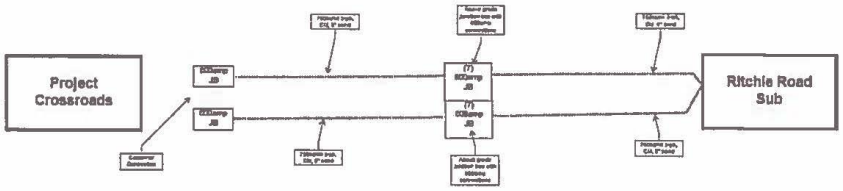
1. 34.5kV, 50MVA, 837amps
2. 13.8kV, 50MVA = 2,092amps
3. ~~37.5/50/62.5MVA xfmr~~
4. (2) - 750kcmil CU cables = 440amps ea., or 880amps @ 34.5kV, or 52.5MVA

Description

Proposed data center, 50MVA initial load, then planned growth to 150MVA. Initial feed would be 34.5kV, then switch to a 138kV connection



Project Details:



Print Date: 10/15/2026;

9735 Landmark Pkwy Suite 110A, St. Louis, MO 63127 / Phone 636-296-8600

Exhibit 2 - 4

BHMG ENGINEERS
Consulting Engineers

Project Budget Summary

Project Crossroads Electric Feed

Rochelle Municipal Utilities

#	Description	Budget
1	Proposed Electrical Upgrades	$4,200,000.00
8	Engineering/Permitting/Construction Admin	$550,000.00
	Total Project Estimate	**$4,750,000.00**

Print Date: 10/15/2026

9735 Landmark Pkwy, Suite 110A, St. Louis, MO 63127 / Phone 636-296-8600

File Attachments for Item:

3. Collective Bargaining Agreement between the City of Rochelle and the IBEW (International Brotherhood of Electrical Workers) Divisions of Street and Cemetery May 1, 2026 through April 30, 2029

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: A Motion to approve an ordinance approving the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers expiring April 30, 2029.

Staff Contact: Jillian Condon, Acting Assistant City Manager

Summary:

The City of Rochelle began negotiations with IBEW in April of 2026. Through negotiations, the City remained focused on two key priorities—maintaining fiscal responsibility and supporting long-term employee retention while ensuring operation efficiency. With these priorities in mind, the City evaluated skills, experience levels, and current market trends to guide salary-related decisions. The primary updates to the proposed CBA are summarized below.

Annual Wage Adjustments

After considering our Operators' skills and workload compared to similar municipalities, it is recommended to adjust the wage schedule $1.25 per year of the contract. This adjustment reflects the decrease in contract costs and increase in efficiency by retaining more projects in-house.

Annual COLA Increase of 3.5%

The proposal includes a 3.5% Cost-of-Living Adjustment (COLA) for each year of the contract, increasing base wages and certification-adjusted rates accordingly. This percentage reflects significant discussion and compromise between the City and the union. It strikes a balance between maintaining the ability to complete more projects in-house for optimal fiscal responsibility and efficient project completion, to support internal equity, and to enable predictable budgeting throughout the contract period.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
2027 Proposed Budget		

Strategic Plan Goal Application:

Having a comprehensive compensation plan leads to higher retention rates and more successful succession planning.

Recommendation: Approve an ordinance approving a Collective Bargaining Agreement between the City of Rochelle and IBEW.

AGREEMENT

Between

CITY OF ROCHELLE

Public Works Department

And

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 196

May 1, 2026 through April 30, 2029

TABLE OF CONTENTS **Page**

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

AGREEMENT

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

PREAMBLE

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

ARTICLE 1 - RECOGNITION

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

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

The Union and City recognize that the previously titled bargaining unit of Divisions of Street and Cemetery is now titled the Public Works Department which contains three Divisions organized as (1) Facilities, Forestry, and Cemetery; (2) Streets, Stormwater, and Airport; and (3) Traffic Control, Fleet and Solid Waste.

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

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

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

Section 1.4 Definition of Regular Part-time Employees Those employees who are normally scheduled to work not more than 32 hours per week (1,664 hours per calendar year) in an established job classification, and have completed a 6-month probationary period. The scheduling of regular part-time employees shall not result in the loss of regular employment for regular full-time employees, or

affect the status of or impede the promotional opportunities of regular full-time employees. All benefits provided for in this Agreement shall, unless stated as being for or applicable to regular part-time employees, be provided only to regular full-time employees.

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

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

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - UNION RECOGNITION

Section 3.1 Union Steward

(a) Recognition of Steward/Alternate From among the employees of Employer, the Union may designate and Employer will recognize a Steward to serve as the Union's agent in the representation of employees and an alternate who will serve only in the Steward's absence. To be eligible to serve or continue to serve as a Steward or alternate, the employee shall be a regular full-time employee of Employer. Employer shall not be required to recognize any employee as a Steward or alternate unless the Union has informed Employer, in writing, of the employee's name and designation as a Steward or alternate.

(b) Compensation of Steward/Alternate While Engaged in Union Activity Employer will pay the Steward or alternate at the applicable straight-time rate for up to 4 work hours in the aggregate lost per calendar month investigating and processing grievances. The Steward shall be released for such activity upon prior approval of the Director of Public Works pursuant to Section 3.3 of this Article.

Section 3.2 Bulletin Board for Union Literature Employer agrees that Union may use a bulletin board in the Street Division Garage break room to post notices concerning matters of official union business. Employer reserves the right to remove materials that are defamatory, derogatory, or which have no reasonable relationship to the permitted communications identified in this Section.

Section 3.3 Union Activity

(a) Grievance Processing Should it be necessary that the Steward or alternate be temporarily released from duty in connection with grievance investigation or processing, or that an employee be temporarily released from duty to attend a grievance step meeting, the Director of Public Works shall so be notified by the Steward or alternate. As much advance notice as possible shall be given since work scheduling problems may exist, and release shall not be unreasonably withheld by the Employer.

(b) Routine Union Business Except as stipulated in Section 3.1 of this Article, no employee shall engage in Union activity including contacting the Steward, except in a case of emergency.

Section 3.4 Union Business Leave Employer agrees to grant a leave of absence of not more than 5 consecutive working days per contract year without pay to the Steward for Steward training by the Union. The Director of Public Works shall be notified in writing as to the scheduled date of such training. At least 2 weeks advance notice shall be given. Employer may refuse to grant unpaid leave for the Steward to attend Union-sponsored conventions and seminars if, in the judgment of the Director of Public Works, the Steward's absence would adversely impact the operations of Employer.

Section 3.5 Union Visitation Duly authorized representatives of Union shall be permitted at reasonable times during regular business hours to enter Employer's premises for the purpose of processing grievances or to discuss matters of mutual interest. Permission to enter the premises shall be obtained in advance. Such Union representatives shall be identified to Employer and on each occasion shall notify Employer of the time, place and reason for entering Employer's premises so as not to interfere with Employer's operations.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

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

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

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

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

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

ARTICLE 5 - DUES DEDUCTION AND FAIR SHARE

Section 5.1 Dues Deduction For each employee in the bargaining unit who has filed with Employer a voluntary, effective check off authorization in the form attached as Exhibit B, Employer will deduct from such employee's wages once each month for a mutually determined pay period the regular monthly union dues assessed by Local Union 196. Employer shall forward said amount to Loca1 196 on the 10th day of the month following the month in which the deduction is made. If a conflict exists between the authorization form and this Article, the terms of this Article shall control.

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

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

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1 Purpose

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

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

Section 6.2 Definitions

(a) Grievance Defined A grievance shall mean a written complaint raised by an employee or employees as to the meaning, interpretation or application of the provisions of this Agreement, which is not informally resolved pursuant to Section 6.1(b).

(b) Grievant Defined A grievant shall mean any employee or employees who files or file a grievance pursuant to Section 6.3 of this Article.

(c) Written Grievance Grievant and the Union shall be bound by the facts, provisions of the Agreement and relief requested as presented in writing at Step 1.

Section 6.3 Processing Steps The following steps and time limits shall be adhered to in processing a grievance under this Agreement:

(a) Step 1 Within 5 working days after the date of the informal resolution meeting, grievant shall present sufficient facts in writing of the matter which gave rise to the grievance, including the provisions of this Agreement that are involved and the relief requested, to the Director of Public Works. Within 5 working days after receipt of the written grievance, the Director of Public Works shall meet with grievant and Steward at a time agreed to by the parties to discuss the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from duty without loss of straight-time pay to attend the Step 1 meeting if such meeting is held during the grievant's normal work day.

(b) Step 2 If the grievance is not resolved at Step 1, grievant shall file a copy of the grievance with the City Manager within 5 working days after receipt of the Step 1 response. The City Manager and Director of Public Works shall meet with the grievant and Union within 5 working days after receipt of the grievance and shall respond in writing to grievant within 5 working days after such meeting. The grievant (or any one grievant in the event of a group grievance) shall be temporarily excused from his or her regular duties without loss of straight-time pay to attend the Step 2 meeting if such meeting is held during the grievant's normal work `day.

(c) Arbitration If the grievance is not resolved at Step 2, the grievance may be referred to arbitration upon written request of the Union made within 10 calendar working days after receipt of the Step 2 response. When arbitration is timely requested, the parties shall attempt to agree on the selection of an arbitrator. If an agreement cannot be reached within 10 calendar days from the date on which arbitration is requested, the Union shall, within the following 5 calendar days, request the Federal Mediation and Conciliation Service to submit a panel of 7 arbitrators and shall provide Employer with a copy of such request. Within 5 working days after receipt of the panel, the Union shall strike 3 names and then Employer shall strike 3 names and the person whose name remains shall be the Arbitrator.

(d) Expenses The expenses of the Arbitrator, including the cost of a court reporter and hearing room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, attendance of witnesses, representation by counsel, and a transcript of the proceedings.

(e) Arbitrator's Authority The Arbitrator's decision shall be in writing and address only the specific issue(s) placed in dispute by the Step 1 grievance without recommendation on other matters. The Arbitrator shall have no authority to ignore, add to, take from or modify any of the provisions of the Agreement, or to limit or interfere with the powers, duties and responsibilities of Employer mandated by law or applicable judicial authority. The decision of the Arbitrator rendered within his authority shall be final and binding on the parties.

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

Section 6.5 Time Limits

(a) Failure to Process Timely If an employee, a grievant or the Union fails to seek informal dispute resolution, process a grievance, or pursue arbitration within the requisite time limits, the dispute or grievance shall be deemed resolved on the basis of the last response given by Employer.

(b) Withdrawal/Settlement A grievance may be settled or withdrawn at any step of the grievance procedure. Union agrees it will not reprocess any settled or withdrawn grievance. Grievance settlements shall be in writing and shall be non-precedent setting unless expressly stated otherwise.

(c) Extensions Any of the requisite time limits set forth in this Article may be extended by written agreement of the parties. Extensions will not be unreasonably withheld by either party.

ARTICLE 7 - RESIDENCY

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

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

ARTICLE 8 - SENIORITY

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

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

Section 8.2 Termination of Seniority Seniority and employment shall be terminated when an employee:

(a) is laid off for a period of 2 years or the employee's seniority at the beginning of layoff, whichever is lesser;

(b) resigns or retires from employment with Employer;

(c) fails to report to work on the first scheduled work day after expiration of a leave of absence granted under Articles 11 or 12 of this Agreement;

(d) fails to report to work within 7 calendar days after personal notice is given to the employee, or written notice is sent by certified mail, return receipt requested, to the employee's last known address, of recall from layoff;

(e) is absent from work on 3 successive work days without notifying Employer during such period, and without showing just cause for being absent;

(f) is discharged for cause and not reinstated; or

(g) during a leave of absence granted under Article 12, seeks or accepts other employment for monetary compensation.

(h) medical inability to perform essential functions of the job, even with requested reasonable accommodation.

Section 8.3 Transfer Outside Bargaining Unit Seniority shall be terminated when an employee is transferred to a position outside the bargaining unit after serving in such position for 6 months.

Section 8.4 Completion of Probationary Status Upon completion of the probationary status defined in Section 1.5 of this Agreement, an employee shall be given seniority credit retroactive to the date of most recent hire.

Section 8.5 Seniority List An up-to-date seniority list for all employees in the bargaining unit shall be posted on the bulletin board and a copy shall be provided to the Steward.

ARTICLE 9 - JOB POSTING AND BIDDING

Section 9.1 Posting Whenever a vacancy occurs in a bargaining unit job which Employer determines to fill or a new bargaining unit job classification is created, the job will be posted for bidding on the bulletin board for a period of 10 calendar days and a copy of the posting will be provided to the Steward. The posting shall briefly describe the job requirements and rate of pay.

Section 9.2 Bidding Regular full-time employees may bid on the posted job during the posting period. Bids shall be submitted to the Human Resources Director in writing. The Steward may timely submit a bid on behalf of any active employee absent from work during the posting period.

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

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

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

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

ARTICLE 10 - LAYOFF AND RECALL

Section 10.1 Divisions For purposes of this Article, Employer's operations shall consist of the 3 divisions as identified in paragraph 1.1. This Section shall not restrict Employer's right to assign employees to any other division.

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

(a) Short-term employees and then employees in probationary status shall be laid off first;

(b) If further reductions are necessary, regular part-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;

(c) If further reductions are necessary, regular full-time employees in the affected division shall be laid off, in inverse order of seniority, provided the employees remaining in the affected division have the skill, ability and physical fitness to perform the available work;

(d) Any regular full-time employee laid off from a job in one division may exercise seniority to displace a junior employee in the same division or, if such displacement is not available, in another division, provided the employee exercising that right currently possesses the skill, ability and physical fitness to perform the work of the employee to be displaced.

Section 10.3 Recall When, in Employer's discretion, it becomes necessary to increase the workforce of any division at a time when employees are on layoff from their regular jobs in that division, such

employees shall be recalled in seniority order as follows:

(a) If at the time of recall the employee is employed by Employer in another job, the employee may elect recall or remain in the job in which employed, provided such election is made within 24 hours of being offered recall. If the employee elects to remain in the job in which employed, the employee shall not thereafter be subject to recall from the preceding layoff. Failure to make a timely election shall be treated as an election to remain in the job in which employed;

(b) If at the time of recall the employee is unemployed by Employer and has seniority, the employee shall be given notice of recall in person or by certified mail, return receipt requested, sent to the employee's last address shown on the records of the City HR Department. It is the responsibility of each employee eligible for such recall to notify the City HR Department of his or her current address. The employee shall have 7 calendar days from the date of such notice to accept recall and report to work. Employer may require the employee to pass a physical examination, conducted at Employer's expense by an Employer-designated doctor, as a prerequisite to returning to work.

(c) Workforce increases not filled by recall pursuant to this Article shall be filled by the procedures set forth in Article 9 of this Agreement.

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

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

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

ARTICLE 11 - PAID LEAVE OF ABSENCE

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

Section 11.2 Military Leave An employee who enlists into full-time active military service of the United States shall have such re-employment rights as are provided for under applicable federal law in effect at the time.

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

sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, or any relative who at the time of death resided in the employee's household.

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

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

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

Section 11.6 Waiver Employees covered by this Agreement waive all benefits identified under the Illinois Paid Leave for All Workers Act

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

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

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

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

Section 12.4 FMLA
Both parties agree to follow the Family and Medical Leave Act with applicable law and policy in effect at time of execution.

Section 12.5 Falsification False statements made to secure or support a leave, or any extension thereof, may result in discharge.

ARTICLE 13 - SICK LEAVE

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

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

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

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

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

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

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

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

ARTICLE 14 - NON - DISCRIMINATION

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

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

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

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

ARTICLE 15 - DISCIPLINE

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

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

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

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

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

Section 15.4 Representation When Employer intends to conduct an investigatory interview of an

employee where the results of the interview could result in disciplinary action, the employee has the right to request or waive representation at such interview from the Steward.

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

ARTICLE 16 - SAFETY

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

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

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

ARTICLE 17 - UNIT WORK

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

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

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

ARTICLE 18 - HOLIDAYS

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

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

Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Columbus Day	

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

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

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

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

ARTICLE 19 - VACATIONS

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

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

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

Section 19.3 Vacation Table The vacation table is as follows:

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

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

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

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

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

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

Section 19.8 Compensatory Time Employees may accumulate compensatory (comp) time in lieu of overtime. Hours worked at time and one half shall accumulate at a rate of 1.5 hours of comp time per hour worked. Hours worked at the double-time rate shall accumulate at 2 hours of comp time per hour worked. Comp time may be accumulated up to a maximum of twenty-four (24) hours used per calendar year. Any remaining hours of compensatory time not used prior to December 31 of each year shall be paid out the first whole pay period after January 1 of each year at the rate at which it was

earned.

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

ARTICLE 20 - GROUP INSURANCE

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

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

Coverage Level	Hired before May 1, 2019
Employee Only	18%
Family*	20%

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

The following percentages of total premium costs are to be paid by any new employee covered by this collective bargaining agreement hired after May 1, 2019.

Coverage Level	
Employee Only:	20%
Family:	25%

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

(a) if the employee is on the active payroll by withholding the appropriate amount from the employee's pay check, in equal installments; or

(b) if the employee is not on the active payroll by prepayment of the appropriate amount by the employee no later than the 15th day of the month preceding the month for which such coverage is provided.

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

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

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

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

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

Section 20.4 Life Insurance Employer shall provide each regular full-time employee with a life insurance benefit in the amount of $50,000 at no cost to the employee.

ARTICLE 21 - RETIREMENT

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

ARTICLE 22 - HOURS OF WORK AND OVERTIME

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

(a) 1 day of each work week, currently Mondays, unless it is an observed holiday, and when weather conditions permit, the normal work day shall be 8 hours, commencing as early as 2:00 A.M. inclusive of a paid lunch period to be taken on the run, for the employee assigned to street sweeping on that day. The designated day selected for street sweeping may be changed with notice from the Director of Public Works.

(b) Subject to Employer's right to modify and expand the schedule, except as provided in (a) above**,** Employer should provide at least four calendar days notice of a scheduling change for an additional non-emergency related street sweeping.

(c) Subject to the "no-pyramiding" provisions of this agreement, all hours that the Employer requires an employee to work outside of his/her normal work day (unless the normal work day has been modified and/or expanded by the Employer in keeping with the other provisions of this Agreement) shall be paid at time and one-half the involved employee's regular straight-time hourly rate of pay. The above provisions notwithstanding, nothing in this Section 22.1.c shall entitle an employee to such premium pay if the employee's work outside of his/her normal work day is for reasons attributable to the involved employee and/or does not otherwise result from the Employer's specific direction to the employee to work outside of his/her

normally-scheduled work day.

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

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

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

The Union and City agree that rest periods and/or lunch breaks may be consolidated and/or the time at which they are taken adjusted by mutual agreement.

Section 22.4 Standby An employee assigned to stand by (on a weekly or daily basis) shall receive the following pay:
1 hour at 1.5 times the regular rate of pay, Monday-Friday. 1 hour at 2 times the regular rate of pay, Weekends and Holidays.

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

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

Section 22.7 Certification Incentive Program The City will provide and pay for training opportunities for employees to gain skills which are beneficial for both the employee and the City. Each year, the Director of Public Works will provide a list of training/skills classes as well as the designated annual incentive for completion of said classes. All employees will be permitted to attend trainings based on budget and staffing. Employees will be eligible to receive the designated incentive pay in December of each year provided the employee is still employed with the City on the date the incentives are paid. Employees will be eligible for payment of all incentives for each year they maintain certification for the skill/training. For example, in year 1, employee attends a class and completes a certification for a skill which only requires re-testing or training every 2 years. Employee would receive the designated incentive in both year 1 and year 2. In year 3, the employee would need to complete any re-training or re-testing to continue receiving the incentive pay.

ARTICLE 23 - WAGES

Section 23.1 Wages

(a) Wages shall be computed on the hourly rates shown on Exhibit A.

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

(c) Employees will be certified for skid loader and mini excavator operations by IBEW. Employees agree to participate in training or training updates for existing or new equipment.

ARTICLE 24 - SAVINGS CLAUSE

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

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

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

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

ARTICLE 25 - COMPLETE AGREEMENT

Section 25.1 Acknowledgment and Waiver The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or manner not removed by law form the area of collective bargaining, and that each party did make proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part, and that such withdrawal is as much a consideration for the Agreement as is the incorporation herein of matters agreed upon. Therefore, the Employer and Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any change in any

subject or referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, or with respect to other subjects or matters of any kind or nature whatsoever, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE 26 - DURATION AND TERMINATION

Section 26.1 Term and Notice This Agreement supersedes and replaces all previous agreements~~,~~ and shall remain in full force and effect until midnight of April 30, 2029 and shall automatically continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other in writing by registered mail post-marked at least ninety (90) days and no more than one hundred twenty (120) days prior to the aforesaid termination date or automatically continued termination date. If such notice is given, the Agreement shall terminate as of April 30, 2029.

Executed this_____ day of_____, 2026.

CITY OF ROCHELLE

_____
City Manager

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 196

_____
Business Manager

EXHIBIT A-WAGE SCHEDULE

Effective 1/1/2027 a $1.25 wage adjustment added to grounds and operator starting rate followed by a 3.5% COLA and all previous notes in wage chart applied to other titles and steps
Effective 1/1/2028 a $1.25 wage adjustment added to grounds and operator starting rate followed by a 3.5% COLA and all previous notes in wage chart applied to other titles and steps
Effective 1/1/2029 a $1.25 wage adjustment added to grounds and operator starting rate followed by a 3.5% COLA and all previous notes in wage chart applied to other titles and steps

Wage Notes: Minor Maintenance as $5.00 less than Operator
Mechanic as .75 over Operator
Lead Person as $2.50 over Top Operator
Foreman as $5.00 over Top Operator

Top: $1.25 & 3.5% COLA

2027

Position	Start	6 Months	1 Year	2 Year	3 Year	4 Year
Grounds/Maintenance	$ 30.07	$ 30.57	$ 31.07	$ 31.57	$ 32.07	$ 32.57
Minor Mintenance	$ 36.71	$ 37.21	$ 37.71	$ 38.21	$ 38.71	$ 39.21
Operator	$ 41.71	$ 42.21	$ 42.71	$ 43.21	$ 43.71	$ 44.21
Mechanic	$ 42.46	$ 42.96	$ 43.46	$ 43.96	$ 44.46	$ 44.96
Lead						$ 46.71
Foreman						$ 49.21

2028

Position	Start	6 Months	1 Year	2 Year	3 Year	4 Year
Grounds/Maintenance	$ 32.41	$ 32.91	$ 33.41	$ 33.91	$ 34.41	$ 34.91
Minor Mintenance	$ 39.46	$ 39.96	$ 40.46	$ 40.96	$ 41.46	$ 41.96
Operator	$ 44.46	$ 44.96	$ 45.46	$ 45.96	$ 46.46	$ 46.96
Mechanic	$ 45.21	$ 45.71	$ 46.21	$ 46.71	$ 47.21	$ 47.71
Lead						$ 49.46
Foreman						$ 51.96

2029

Position	Start	6 Months	1 Year	2 Year	3 Year	4 Year
Grounds/Maintenance	$ 34.84	$ 35.34	$ 35.84	$ 36.34	$ 36.84	$ 37.34
Minor Mintenance	$ 42.31	$ 42.81	$ 43.31	$ 43.81	$ 44.31	$ 44.81
Operator	$ 47.31	$ 47.81	$ 48.31	$ 48.81	$ 49.31	$ 49.81
Mechanic	$ 48.06	$ 48.56	$ 49.06	$ 49.56	$ 50.06	$ 50.56
Lead						$ 52.31
Foreman						$ 54.81

File Attachments for Item:

4. A Resolution Approving Intergovernmental Personnel Benefits Cooperative Premium Rates for January 1, 2027 – December 31, 2027

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: A resolution Approving Intergovernmental Personnel Benefits Cooperative premium renewal rates for January 1, 2027 - December 31, 2027

Staff Contact: Khrysta Oleson, Payroll and Benefit Coordinator

Summary:

Background

Since joining IPBC in 2018, the City has been able to maintain the same plan design for medical insurance. Last year, the City moved from a PPO to a BCO that maintained the previous plan design for providers classified as tier I. However, there was a plan design change for providers classified as tier II when implementing the BCO.

Current Considerations

For the upcoming plan year, IPBC presented the City with a projected **25.4% increase** to the costs of current Blue Cross Blue Sheild Blue Choice Option Plan. On July 30, Khrysta Oleson and Jillian Condon met with the internal Insurance Committee to review alternatives.

The committee was presented with two plan change options of which they chose the plan with the greatest premium reduction with a projected **6.43% decrease**. The plan change for 2027 increases the deductible, office visit copay, RX copay, and out-of-pocket maximum for all BCO tiers. An alternative prescription plan through IPBC for use of GLP-1s for weight loss was reviewed by the committee. Electing this alternative plan results in an additional **2% decrease** to the monthly premiums. The proposed changes resulted in a projected **16.97% increase** in the BCO plan for 2027.

While the High Deductible Health Plan (HDHP) shows a projected **22.82% increase**, its overall premium cost remains lower than the BCO plan. Therefore, the recommendation is to continue offering the HDHP as a coverage option.

Recommendation

Staff recommends that the City Council approve the following health insurance plan options and monthly premium rates for the 2027 coverage year:

- **BCO Employee Only:** $1,074.39
- **HDHP Employee Only:** $1,035.48
- **BCO Employee + Family:** $2,755.29
- **HDHP Employee + Family:** $2,655.48

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
12-00-59200	Incorporated in 2027 draft budget	

Strategic Plan Goal Application: Financial and Staffing Stability

Recommendation: Approve a Resolution Approving Intergovernmental Personnel Benefits Cooperative premium renewal rates for January 1, 2027 – December 31, 2027

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

A RESOLUTION APPROVING INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE PREMIUM RATES FOR JANUARY 1, 2027 – DECEMBER 31, 2027

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
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., City Attorneys
2441 Warrenville Road, Suite 310
Lisle, Illinois 60532

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

A RESOLUTION APPROVING INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE PREMIUM RATES FOR JANUARY 1, 2027 – DECEMBER 31, 2027

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 it 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 participates in the Intergovernmental Personnel Benefit Cooperative ("IPBC") for the provision of employee health insurance benefits; and

WHEREAS, since joining IPBC in 2018, the City has been able to maintain a comprehensive health insurance program for its employees while generally preserving consistent medical plan design and coverage options; and

WHEREAS, for the 2027 plan year, IPBC presented the City with a projected 25.4% increase in premium costs for the existing Blue Cross Blue Shield Blue Choice Option ("BCO") health insurance plan; and

WHEREAS, on July 30, 2026, representatives of the City and the City’s Insurance Committee reviewed the proposed premium renewal rates and available plan alternatives in an effort to mitigate the impact of increasing healthcare costs on both the City and its employees; and

WHEREAS, the Insurance Committee evaluated multiple plan design alternatives and selected a revised BCO plan option projected to reduce premiums by approximately 6.43% from the originally proposed renewal rates, resulting in an overall projected premium increase of 16.97% for the 2027 coverage year; and

WHEREAS, the selected BCO plan includes adjustments to deductibles, office visit copayments, prescription drug copayments, and annual out-of-pocket maximums applicable to all benefit tiers; and

WHEREAS, the Insurance Committee also reviewed an alternative prescription benefit option for GLP-1 weight-loss medications that provides an additional projected reduction of approximately 2% in monthly premiums; and

WHEREAS, the High Deductible Health Plan ("HDHP") is projected to experience a premium increase of 22.82% for the 2027 coverage year; however, the overall premium cost of the HDHP remains lower than the corresponding BCO plan premiums and continues to provide a valuable coverage option for eligible employees; and

WHEREAS, City staff has recommended approval of the proposed IPBC premium renewal

rates and continuation of both the BCO and HDHP health insurance plans for the January 1, 2027 through December 31, 2027 coverage period; and

WHEREAS, the City Council finds that approving the 2027 IPBC premium renewal rates and health insurance plan offerings is in the best interests of the City, its employees, and the efficient administration of employee benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, 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 City Council hereby approves the Intergovernmental Personnel Benefits Cooperative (IPBC) renewal rates and health plan options for the 2027 coverage year as follows:

BCO Employee Only: $1,074.39
HDHP Employee Only: $1,035.48
BCO Employee + Family: $2,755.29
HDHP Employee + Family: $2,655.48

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

SECTION FIVE: 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 9th day of November 2026.
AYES:
NAYS:
ABSENT:
APPROVED THIS 9th day of November 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

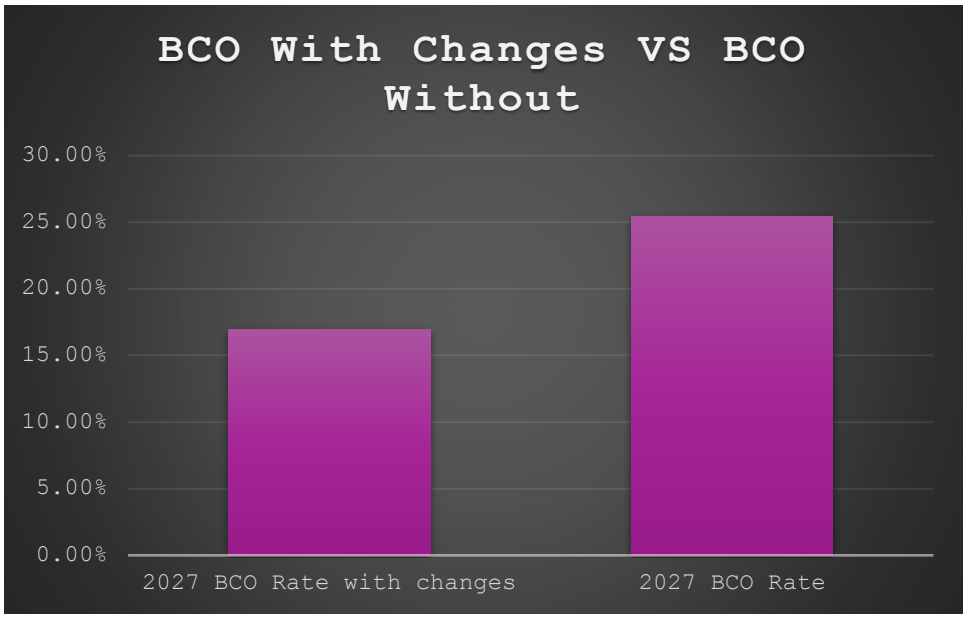
CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, "A RESOLUTION APPROVING INTERGOVERNMENTAL PERSONNEL BENEFITS COOPERATIVE PREMIUM RATES FOR JANUARY 1, 2027 – DECEMBER 31, 2027" which was adopted by the Mayor and City Council of the City of Rochelle on November 9, 2026.

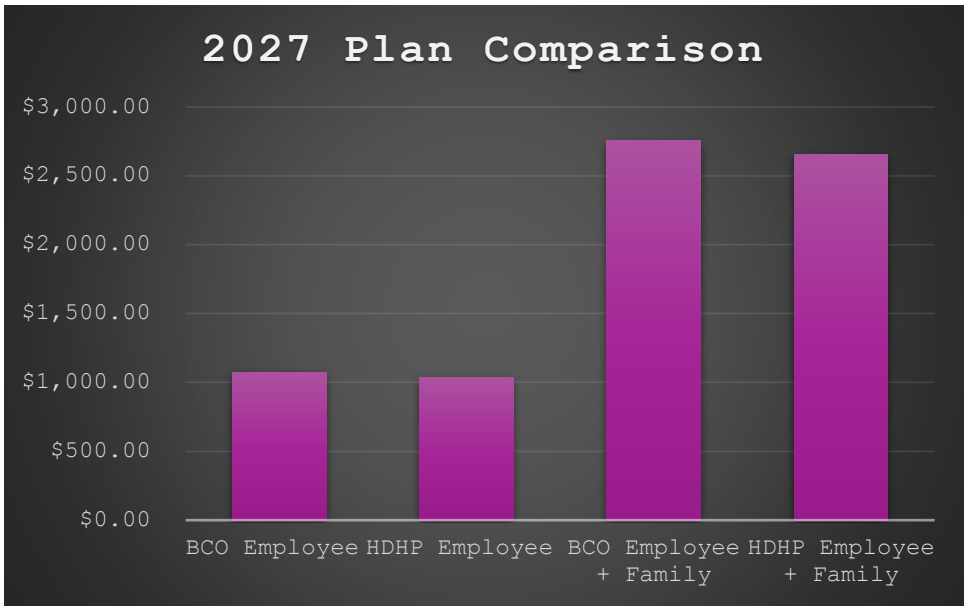
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 9th day of November, 2026.

_____
CITY CLERK

Please see below for reference on difference between the recommended BCO plan change and the proposed BCO increase without plan changes:



Please see below for reference on the saving on premiums with the HDHP in 2027 despite the higher percentage increase:



File Attachments for Item:

5. An Ordinance Approving a Special Use Permit for a Religious Institution at 124 May Mart Drive

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: An Ordinance Approving a Special Use Permit for a Religious Institution at 124 May Mart Drive

Staff Contact: Michelle Pease, Community Development Director

Summary: The petitioner is seeking a proposed special use permit to allow a religious institution for the operation of a church. The applicant proposes utilizing the property for religious assembly and related church activities, which may include worship services, meetings, educational activities, administrative functions, and other customary activities associated with a religious institution.

The subject property is zoned B-2 Commercial Highway and is located at 124 May Mart Drive, Parcel 24-24-201-009.

Sec. 110-160, District Use Classification List, a religious institution/church requires a Special Use.

On Monday, October 5, 2026, the Planning and Zoning Commission voted 7-0 to approve the proposed Special Use.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Community & Economic Development

Recommendation: Approve an ordinance for the Special Use of a religious institution located at 124 May Mart Drive.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RELIGIOUS INSTITUTION AT 124 MAY MART DRIVE

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
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO._____
Date: November 9, 2026

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RELIGIOUS INSTITUTION AT 124 MAY MART DRIVE

WHEREAS, the City of Rochelle, Ogle County, Illinois, is a non-home rule municipality pursuant to Article VII, Section 7 of the Illinois Constitution of 1970 and may exercise only those 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, Jason Cruz ("Petitioner"), has submitted an application for a Special Use Permit for the property commonly known as 124 May Mart Drive, PIN No. 24-24-201-009 (the "Subject Property"); and

WHEREAS, the legal description of the Subject Property is attached herein as Exhibit A; and

WHEREAS, the Subject Property is zoned B-2 Commercial Highway; and

WHEREAS, Petitioner seeks a Special Use Permit for a religious institution to operate a church on the Subject Property; and

WHEREAS, pursuant to Sec. 110-160 of the Zoning Ordinance, a religious institution is only permitted in B-2 Commercial Highway with a Special Use Permit; and

WHEREAS, on November 2, 2026, the City's Planning and Zoning Commission ("PZC") conducted a public hearing on Petitioner's request for a Special Use Permit for a religious institution to operate a church at the Subject Property; and

WHEREAS, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said public hearing; and

WHEREAS, on November 2, 2026, the PZC voted 7-0 to recommend approval of the Special Use Permit to operate a church on the Subject Property; and

WHEREAS, the PZC has filed its report of findings and recommendations regarding the approval of the Special Use Permit for the Subject Property with the Mayor and City Council, and the City Council has duly considered said report, findings, and recommendations; 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 grant Petitioner a Special Use Permit for the operation of a religious institution (church).

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

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

SECTION TWO: That the report, findings, and recommendation of the PZC are hereby incorporated by reference as the findings of the Mayor and City Council as fully as if set forth herein. The City Council finds that the Petitioner has provided evidence to establish that it has met the standards for granting a Special Use Permit as set forth in the Rochelle Municipal Code and Zoning Ordinance, and granting of the Special Use Permit as set forth herein is in the best interest of the City and its residents and is consistent with and fosters the purpose and spirit of the City's Municipal Code and Zoning Ordinance.

SECTION THREE: That a Special Use Permit for a religious institution, including the operation of a church, at the property commonly known as 124 May Mart Drive, bearing PIN No. 24-24-201-009 and legally described in Exhibit A, is hereby granted.

SECTION FOUR: 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 FIVE: Where the provisions of this Ordinance are more restrictive than comparable provisions contained in any other local law, ordinance, resolution, rule, or regulation, the provisions of this Ordinance shall control.

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

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

PASSED THIS 9th day of November, 2026.

AYES:

NAYS:

ABSENT:

APPROVED THIS 9th day of November, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

Parcel #24-24-201-009

EXHIBIT A LEGAL DESCRIPTION BLOCK 2 OF MAY MART SUBDIVISION IN THE CITY OF ROCHELLE, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 1, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK H OF PLATS, PAGE 38 IN THE RECORDER'S OFFICE OF SAID COUNTY AS CORRECTED BY THE AFFIDAVIT AND SURVEYOR'S CERTIFICATE OF C.K. WILLETT DATED JUNE 10, 1957 AND RECORDED IN BOOK 35 OF MISCELLANEOUS PAGE 395; EXCEPTING THEREFROM THE SOUTH 120 FEET OF SAID BLOCK 2; AND ALSO EXCEPTING THEREFROM A PART OF SAID BLOCK 2 OF SAID MAY MART SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 1 OF SAID MAY MART SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 120 FEET OF SAID BLOCK 2, A DISTANCE OF 24.00 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 281.27 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF A PUBLIC ROAD DESIGNATED ILLINOIS ROUTE 38; THENCE NORTH 89 DEGREES 57 MINUTES 14 SECONDS WEST ALONG SAID NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 24.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2; THENCE SOUTH 0 DEGREES 18 MINUTES 10 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 281.29 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS

Parcel #24-24-201-009

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A RELIGIOUS INSTITUTION AT 124 MAY MART DRIVE,” which was adopted by the Mayor and City Council of the City of Rochelle on November 9, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 9th day of November, 2026.

_____
CITY CLERK

File Attachments for Item:

6. A Resolution Authorizing a Professional Services Agreement with Utility Financial Solutions, LLC

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Resolution Authorizing a Professional Services Agreement with Utility Financial Solutions, LLC for a Cost of Service Study, Financial Projection, and Rate Design Study

Staff Contact: Autumn Hernandez Utility Billing Manager, and Blake Toliver Superintendent of Electric Operations

Summary: RMU is seeking to engage Utility Financial Solutions, LLC (UFS) to conduct a Cost of Service Study, financial projection, and rate design study for the electric utility. Due to current budget constraints and projected financial needs, staff recognize the need to evaluate and make adjustments to electric rates to ensure the long-term financial stability and sustainability of the utility.

Engaging UFS will provide RMU with a comprehensive, data-driven assessment of its existing rate structure, revenue requirements, and the costs associated with serving each customer class. The study will help determine whether current rates appropriately reflect the actual costs of providing service and identify any necessary adjustments to ensure costs are distributed equitably among customer classes.

UFS has been a trusted partner of RMU in previous studies and is familiar with our operations, financial structure, and unique utility needs. This existing knowledge will provide valuable continuity and allow UFS to effectively evaluate our current financial position and develop recommendations for appropriate rate design and long-term financial planning.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds (54-60-54900)	$550,000	$47,000

Strategic Plan Goal Application: Core Service Delivery, Financial Management and Stability

Recommendation: Approve the Resolution Authorizing a Professional Services Agreement with Utility Financial Solutions, LLC for a Cost of Service Study, Financial Projection, and Rate Design Study.

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 HUÉRAMO, 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
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

RESOLUTION NO: _____
Date Passed:

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 have only those powers granted by law; and

WHEREAS, the City of Rochelle, Ogle County, Illinois, is a non-home rule municipality pursuant to Section 7 of Article VII of the Illinois Constitution and may exercise only those powers expressly granted by law; 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, Rochelle Municipal Utilities ("RMU") is committed to maintaining the long-term financial stability, operational reliability, and fiscal sustainability of its electric utility system while continuing to provide safe, reliable, and cost-effective electric service to its customers; and

WHEREAS, periodic electric cost of service, financial projection, and rate design studies are necessary to evaluate the adequacy and equity of existing electric rates, assess future revenue requirements, and ensure that utility revenues remain sufficient to support ongoing operations, maintenance, capital improvements, and regulatory obligations; and

WHEREAS, Utility Financial Solutions, LLC ("UFS") is a nationally recognized consulting firm specializing in utility financial planning, cost of service studies, financial forecasting, and rate design for municipal and public power utilities throughout the United States; and

WHEREAS, UFS employs experienced economists, engineers, and financial professionals and has successfully completed thousands of utility rate studies, providing municipalities and utility governing bodies with reliable financial analyses and recommendations regarding utility rates and long-term financial planning; and

WHEREAS, UFS has submitted a proposal to conduct an electric cost of service study, financial projection, and rate design study for RMU, together with optional analyses of specific customer classes, for the purpose of evaluating the utility's current and future financial condition and developing recommendations regarding electric rates and rate structure. A copy of the proposal is attached herein as Exhibit A; and

WHEREAS, the proposed study will assist the City and RMU in identifying appropriate financial targets, evaluating future revenue requirements, developing a long-term rate strategy, and

providing the City Council with information necessary to make informed policy and rate-setting decisions; and

WHEREAS, the City Council finds that entering into a Professional Services Agreement with UFS is in the best interests of the City and its utility customers and will provide valuable guidance in maintaining RMU's financial strength and ability to meet the future electric service needs of the community; and

WHEREAS, the City Council has reviewed the proposal submitted by UFS and finds it advisable and in the best interests of the City to authorize the execution of a Professional Services Agreement with Utility Financial Solutions, LLC for such 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 City 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.

PASSED and APPROVED this 9th day of November 2026.

ATTEST:

_____ _____

City Clerk Mayor

EXHIBIT A

UTILITY FINANCIAL SOLUTIONS, LLC

October 8, 2026

Blake Toliver, Superintendent of Electric Operations
Autumn Hernandez, Utility Billing Manager
Rochelle Municipal Utilities
333 Lincoln Hwy #1684
Rochelle, IL 61068

Utility Financial Solutions, LLC (UFS) is pleased to submit an engagement letter to provide an electric cost of service, financial projection, and rate design study for Rochelle Municipal Utilities along with optional reviews of specific rate classes. 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.

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

UTILITY FINANCIAL SOLUTIONS, LLC

Completion of Cost of Service and Financial Projection:

- Cost of Service Analysis
  a. Cost of service identifying cost to serve each class of customers
  b. Minimum system analysis to identify cost to recover in customer charges
  c. Load research development on how customers use electricity
     ~ Load Factors
     ~ Contribution to system peak demands
     ~ Peak demand of each class of customers
  d. Distribution breakdown of costs
     ~ Customer charge
     ~ Distribution charges at voltage (service) level

- Financial Projection and Long Term Rate Track
  a. Development of five-year financial projection
  b. Assessment of key financial targets
     ~ Days Cash on Hand
     ~ Rate of Return
     ~ Debt Coverage Ratio
     ~ Age of System
     ~ General adequacy of infrastructure re-investment
     ~ General Rate Design observations
     ~ General observations on debt vs NBV
  c. Identification of long term rate adjustments
  d. Identification of projected debt coverage ratios
  e. Minimum cash reserve for the utility to maintain
  f. Identification of target operating income

- Rate Design for One-Year
  a. Impact of rate designs at various usage levels within each class
  b. Movement of rate toward cost of service

Summary of Deliverables

- Detailed report for Management in PDF format
  a. Identifying process and results of the study

- Presentation
  a. Present the findings and recommendations to Management and governing body virtually

Optional Rate Review Services:

- Residential/Commercial TOU Rate Development
- Grain Dryer Rate Update
  - These customers would be separated out of COS to review current cost.
- Review Rate 165
  - Review current billing and discuss moving to rates identified in the COS study.
- 2027 Rate Design
  - Move customers toward COS based on last COS study

UTILITY FINANCIAL SOLUTIONS, LLC

Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date October 8, 2026.
Payment will be made through submission of invoice which itemizes the work performed.

Electric Cost of Service, Financial Projection, 1-Year Rate Design $32,500

Optional Rate Review Services:

- **Residential/Commercial TOU Rate Development $7,000**
- **Grain Dryer Rate Update $3,000**
- **Review Rate 165 ..... $4,000**

Totals above do not include on-site meetings, out of pocket travel expenses, or travel time.

Anticipated Meetings (Virtual, unless noted):

- Initial meeting – Clarify scope of services, expectations of management and preliminary information request
- Progress meetings – as needed
- Draft report with management
- Final report with management

Deliverables:

- Final Report (PDF), detailing:
  - Long-Term Financial Projection and Rate Track
  - Electric Cost of Service Analysis
  - One-Year Rate Design
- Optional Services:
  - Residential/Commercial TOU Rate Development
  - Grain Dryer Rate Update
  - Review Rate 165

Hourly Rates *(travel is discounted at 50%)*	
Mark Beauchamp	$ 395.00
Dawn Lund	$ 370.00
Dan Kasbohm	$ 330.00
Mike Johnson	$ 330.00
Chris Lund	$ 330.00
Jillian Jurczyk	$ 330.00
Robert Blank	$ 220.00
Joan Bakenhus	$ 210.00
Support Staff	$ 170.00 – $ 190.00

Onsite Meetings:

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 Pricing:

Out of scope work hours will be billed at the current hourly rates in effect at the time the services are performed. Out of pocket expenses will be billed at cost.

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: _____

Rochelle Municipal Utilities

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of 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 November 9, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 9th day of November, 2026.

_____
CITY CLERK