



**AGENDA**  
**CITY OF ROCHELLE**  
**CITY COUNCIL MEETING**

**Monday, February 14, 2022 at 6:30 PM**

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

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**I. CALL TO ORDER:**

1. Pledge to the Flag
2. Prayer

**II. ROLL CALL:**

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

**IV. REPORTS AND COMMUNICATIONS:**

1. Mayor's Report
2. Council Members
3. Accept the resignation of Mike VanHouten from the Utility Advisory Board Effective Immediately
4. Employee Introduction - Jessica Mueller, Lab Manager
5. Employee Introduction - Danny Keller, Chief Water Operator
6. Swearing-In Ceremony - Terry Inman, Deputy Police Chief

**V. PUBLIC COMMENTARY:**

**VI. BUSINESS ITEMS:**

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
  - a) Approve City Council Meeting Minutes - 01/10/2022, 01/24/2022
  - b) Approve Bills - 01/19/22, 01/20/22, 01/24/22, 01/31/, 02/07/22
  - c) Approve the Release of Executive Session Minutes
  - d) Approve 2021 Zoning Map Resolution
  - e) Approve Payroll 1/24/2022-02/06/2022
2. Resolution Authorizing the Retention of Fehr Graham for Professional Services Related to Well Number 8
3. Ordinance Amending Ordinance #22-5325 Deleting One Class B Liquor License and Creating One Class B Liquor License
4. Intergovernmental Agreement for Flagg Rd and 20th Street Intersection Improvements: City of Rochelle section #22-00117-00-WR, Ogle County section #22-00344-00-WR
5. An Ordinance Waiving Competitive Bidding Requirements and Awarding CIT Trucks the Purchase Order for Two Dump Trucks
6. A Resolution Authorizing the City Manager to Modify the RMU Assistance Program

**VII. DISCUSSION ITEMS:**

**VIII. EXECUTIVE SESSION:**

**IX. ADJOURNMENT:**

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

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

The Council meeting will be broadcast live on YouTube.



**File Attachments for Item:**

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

- a) Approve City Council Meeting Minutes - 01/10/2022, 01/24/2022
- b) Approve Bills - 01/19/22, 01/20/22, 01/24/22, 01/31/, 02/07/22
- c) Approve the Release of Executive Session Minutes
- d) Approve 2021 Zoning Map Resolution
- e) Approve Payroll 1/24/2022-02/06/2022



**MINUTES**  
**CITY COUNCIL REGULAR MEETING**  
**Monday, January 10, 2022, at 6:30 PM**

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor Bearrows. Prayer was said by City Clerk Rose Huéramo.
- II. ROLL CALL:** Present Councilmembers were T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Also present were City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo and City Attorney Dominick Lanzito.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:** None.
- IV. REPORTS AND COMMUNICATIONS:**
  1. Mayor's Report: Extended sympathy to the family of Bud Norcross.
  2. Council Members: Councilman Hays recognized Law Enforcement Day and thanks everyone for their service.
- V. PUBLIC COMMENTARY:** None.
- VI. BUSINESS ITEMS:**
  1. **CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:**
    - a) Approve Minutes of City Council Meeting - 12/13/2021
    - b) Approve Minutes of Special City Council Meeting - 12/20/2021
    - c) Approve Payroll 11/29/2021-12/12/2021, 12/13/21-12/26/21
    - d) Accept & Place on File Financial Reports - November 2021
    - e) Approve Exceptions 12/07/2021-12/13/2021, 12/14/2021-12/20/2021, 12/21/2021-12/30/2021
    - f) Accept & Place on File Minutes of Planning & Zoning Commission Meeting - 12/06/2021Motion made by Councilor D. McDermott, Seconded by Councilor Hayes, **"I move consent agenda items (a) through (f) be approved by Omnibus vote as recommended."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
  2. **A Resolution Establishing Minimum-Maximum Wage Rates for 2022 Fiscal Year.** The Municipal Code of the City of Rochelle requires that the City Council annually approve a resolution establishing the minimum/maximum wage rates for all position classifications within the City. The proposed resolution applies to all employees and is based on job categories as defined by the Equal Employment Opportunity Commission. The rates included in this resolution are consistent with those that were incorporated into the City Budget for Fiscal Year 2022. Nancy Bingham, Human Resources Director was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Resolution R22-01, a Resolution Establishing Minimum-Maximum Wage Rates for 2022 Fiscal Year, be approved."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
  3. **Ordinance Amending Section 6-46 of the Municipal Code of the City of Rochelle to Delete One Class R-1 Liquor License, One Class R-2 Liquor License, and One Class B Liquor License.** Holiday Inn Express at 1240 Dement Rd and El Tapatio at 1310 N. 7<sup>th</sup> St. notified the City Clerk they would not be renewing their liquor licenses. Holiday Inn Express may consider reapplying for the year 2023. El Tapatio notified the City Clerk they permanently closed their restaurant effective December 19, 2021. The liquor license for Rusty's Slots at 901 S. 7<sup>th</sup> St. was approved March 22, 2021. The last contact Mr. Stevens had with

former Clerk Messer was August of 2021. There have been no updates with the business moving forward. City of Rochelle does not allow any open inactive liquor license. The Liquor Commissioner, Mayor Bearrows, has no objection to the deletion of all three liquor licenses. This action will result in a total of zero Class R-1 liquor licenses, three Class R-2 liquor licenses, and ten Class B liquor licenses in the City of Rochelle. Rose Huéramo was available for questions. Motion made by Councilor Arteaga, Seconded by Councilor Hayes, "**I move Ordinance 22-5320, an Ordinance Amending Section 6-46 of the Municipal Code of the City of Rochelle to Delete One Class R-1 Liquor License, One Class R-2 Liquor License, and One Class B Liquor License, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

4. **A Resolution Authorizing the Execution of a Professional Services Agreement with Willett Hoffman for Hickory Grove Demolition Construction Observation Services.** Willet Hoffman has submitted a proposal in an amount not to exceed \$35,000 for construction/demolition observation services at Hickory Grove. This shall include maintaining a daily log of activities, providing witness that work is being completed in accordance with the intent of the expressed contract, and serving as a central contact for the City, contractor, and adjacent property owners. Willet Hoffman has been the engineer of record for this project since the inception and I am very please with the work they provide. Approving this contract will keep the project moving and provide needed continuity for the contractor and staff. Jeff Fiegenschuh and Sam Tesreau City Engineer were available to answer questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "**I move Resolution R22-02, a Resolution Authorizing the Execution of a Professional Services Agreement with Willett Hoffman for Hickory Grove Demolition Construction Observation Services, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
5. **Ordinance Accepting and Approving the Proposal from Core and Main, LP for Water Main Materials Pursuant to the Request for Proposal.** As part of the water well 4 project, we recently held a bid opening on November 30th for the procurement of watermain materials and published in the Rochelle Newsleader on November 17th 2021 to connect the existing well to the new wellhouse located approximately 1,000 feet to the east along 2nd Avenue. Only 1 proposal was received and that was from Core and Main. After review of the bid tabulation and upon recommendation by Fehr Graham we feel the bid is complete and pricing is within reason. To keep the project on schedule, we must complete this portion of the work by spring of 2022 and Core and Main indicated they can have the material delivered to Rochelle on or before March of 2022. Jay Mulholland Assistant Superintendent of Water/Water Reclamation. Motion made by Councilor Gruben, Seconded by Councilor T. McDermott, "**I move Ordinance 22-5321, an Ordinance Accepting and Approving the Proposal from Core and Main, LP for Water Main Materials Pursuant to the Request for Proposal, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
6. **Ordinance Accepting and Approving the Proposal from Ferguson Waterworks for Water Main Piping Pursuant to the Request for Proposal.** As part of the well 4 project a RFP was released and published on the Rochelle Newsleader on December 8th, 2020. The bid opening was held December 20th for the procurement of watermain piping to connect the existing well to the new wellhouse located approximately 1000 feet to the east along 2nd avenue. Only 1 proposal was received and that was from Ferguson Waterworks. After review of the bid tabulation and upon recommendation by Fehr Graham we feel the bid is complete and pricing is within reason. To keep the project on schedule, we must complete this portion of the work by spring of 2022 and Ferguson indicated they can have the material delivered to Rochelle by March of 2022. Jay Mulholland was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, "**I move Ordinance 21-5322, an Ordinance Accepting and Approving the Proposal from Ferguson Waterworks for Water Main Piping Pursuant to the Request for Proposal, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

7. **Resolution Authorizing Execution of a Professional Services Agreement with Fehr Graham for Tower B.** The water tower located on 2<sup>nd</sup> avenue near the 251 overpass was constructed in 1955 and it is unknown the last time it was painted. We performed a full inspection on the tower and as a result performed some cleaning of the inside and attempted to do some mechanical work. In addition to the work already performed, we would like to hire Fehr Graham to assist RMU in completing as much of the remainder of the necessary work including painting the exterior of the tower and possibly coating the inside to prevent corrosion. We have applied for grant funding on this project and still waiting on the results, otherwise we intend to possibly direct some already awarded grant funds from the State of Illinois to complete this project. Jay Mulholland was available to answer questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Resolution R22-03, a Resolution Authorizing Execution of a Professional Services Agreement with Fehr Graham for Tower B, be approved."** Voting Yea: Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
8. **Resolution Authorizing Execution of a Professional Services Agreement with Willett Hoffman for Sewer Re-Lining.** The City of Rochelle was awarded a community development block grant from the Illinois Department of Commerce and Economic Opportunity in the amount of \$550,000 to line approximately 9,400 feet of sanitary sewer. The City was awarded this grant based on various factors such as basement back up occurrences, income levels and bypass pumping occurrences. The funding match which the City is responsible for is \$70,260, and the 2022 budget includes a total of \$738,654 for this projects full scope of lining. Based upon the most recent engineering estimate, the 2022 funding should secure lining of approximately 12,000 feet of sewer and 29 manholes in the area south of highway 38 around Turkington, MccConaughy and School Avenue. Jay Mulholland was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Resolution R22-04, a Resolution Authorizing Execution of a Professional Services Agreement with Willett Hoffman for Sewer Re-Lining, be approved."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
9. **Resolution Ratifying Emergency Expenditure for the Purchase of 750 MCM Aluminum Wire from UUSCO.** As project Jackpot is moving along and construction is underway materials must be ordered in time to keep up with longer lead times and materials shortage. The wire for the feeder connection was ordered through Morse and was included in the project bid however it is on backorder for several months. An alternative comparable cable was available immediately and was purchased through UUSCO to meet construction deadlines and avoid any delays. The already placed order with Morse will remain in place since the cable will be used for the future electric system upgrades. Blake Toliver, Director of Electric Operations attended remotely. Motion made by Councilor T. McDermott, Seconded by Councilor Arteaga, **"I move Resolution R22-05, a Resolution Ratifying Emergency Expenditure for the Purchase of 750 MCM Aluminum Wire from UUSCO, be approved."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
10. **Ordinance Amending Chapter 110 - Airport District Special Uses.** Currently, within the City of Rochelle Zoning Ordinance, Article V, Division 7 (District Use Classifications) certain uses are not allowed within the Airport district. The City of Rochelle is proposing certain text amendments to the Zoning Code, Section 110-160, District Use Classification List, to permit by special use a banquet hall, brew pub (restaurant), restaurants, assembly/meeting halls, and public recreational facilities in the A - Airport District. The Planning and Zoning Commission can recommend to the City Council a text amendment to expand or alter the official zoning code district classification list to allow these facilities within an A - Airport district with a special use. Staff feels that by adding these uses to the zoning code district classification list with a special use that this will allow for more versatility within the Airport District to expand its uses while allowing staff and the Planning and Zoning Commission to review each potential new use on a case-by-case basis. Staff is presenting the proposed text amendment. At the Planning & Zoning Meeting held on January 4, 2022, the Planning and Zoning Commission voted 6 to 0 to approve the Update Zoning Codes- District Use Classification List (Sec. 110-160) Amending the Airport Zone to allow banquet hall, brew pub (restaurant), restaurants, assembly/meeting halls, and public recreational facilities in the A - Airport District. Michelle Pease, Community Development

Director was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "**I move Ordinance 22-5323, an Ordinance Amending Chapter 110 - Airport District Special Uses, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

- 11. Ordinance Granting a Special Use Permit to a Tattoo Business in a B-2 District - 306 Eagle Drive.** The petitioner is seeking a special use permit for tattooing at an existing business, Ricco's Hair Salon located at 306 Eagle Drive. This special use will allow the salon to perform microblading as an added service. Microblading is a tattooing technique in which a small handheld tool made of several tiny needles is used to add semi-permanent pigment to the skin. The subject property is zoned B2, Commercial Highway. Section 110-160 District Use Classification List requires a Special Use in a B2 zoning district for tattooing. At the Planning & Zoning Meeting held on January 4, 2022, the Planning and Zoning Commission voted 6 to 0 to approve the request for Ricco's Salon for a Special Use for Tattooing. Michelle Pease was available for questions. Motion made by Councilor D. McDermott and seconded by Councilor Arteaga, "**I move Ordinance 22-5324, an Ordinance Granting a Special Use Permit to a Tattoo Business in a B-2 District - 306 Eagle Drive, be approved.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

- VII. DISCUSSION ITEMS: Liquor License Limits.** For the past few years, several council members approached staff about the idea of limiting the number of gaming machines in the City of Rochelle. According to state statute, gaming machines are allowed with the appropriate liquor licenses. I would like to have a discussion with the council to get a policy direction. If this is the direction a majority would like to go, I will ask our legal counsel to present an ordinance at the second meeting in January. For your reference, please see the attached draft ordinance eliminating three licenses (by request) and placing a two-year restriction on Class B licenses. Also included is a one-page document I asked our administrative staff to prepare. It includes several communities similar to Rochelle and the number of gaming machines that exist in their corporate limits. Jeff Fiegenschuh provided the current active licenses issued in the City of Rochelle.

- VIII. EXECUTIVE SESSION:** At 7:26 PM. Motion made by Councilor T. McDermott, Seconded by Councilor Gruben, "I move the Council recess into executive session to discuss pending or imminent litigation. Section (c) (11) and minutes of meetings lawfully closed under this Act for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated, Section (c) (21)." Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

At 7:52 PM. Motion made by Councilor D. McDermott, Seconded by Councilor T. McDermott, "**I move the Council return to open session.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

- IX. ADJOURNMENT:** At 7:53 PM. Motion made by Councilor Shaw-Dickey, Seconded by Councilor D. McDermott, "**I move the Council adjourn.**" Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

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John Bearrows, Mayor

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Rose Huéramo, City Clerk



**MINUTES**  
**CITY COUNCIL MEETING**  
**Monday, January 24, 2022, at 6:30 PM**

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor Bearrows. Prayer was said by Pastor Boehm.
- II. ROLL CALL:** Present Councilmembers T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. A quorum of seven were present. Also present were City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo and City Attorney Dominick Lanzito attended remotely.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:** Proclamation - John W. Tilton Day, established the Vagabond, donated the Tilton School Property, the start of the local VFW Post and radio station 1060 WRHL, 93.5 Super Hits.
- Flag Presentation - Operation Inherent Resolve, Andy Rogde presented the City of Rochelle with a flag dedicated to the community from his recent National Guard assignment overseas.
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report
  2. Council Members
  3. Retiree Recognition - Deputy Chief Jeff Leininger retires after 23 years of service with the Rochelle Police Department.
  4. New Employee Intro – Both Mark Boehm & Autumn Hernandez are hired on as Accounting Generalist
  5. New Employee Intro - Casey Howard, Journeyman Lineman
- V. PUBLIC COMMENTARY:** None.
- VI. BUSINESS ITEMS:**
1. **CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:**
    - a) Approve Bills 12/31/21-01/05/22
    - b) Approve Payroll 12/27/21-01/09/2022, 01/11/2022-01/12/2022Motion made by Councilor D. McDermott, Seconded by Councilor Gruben, "**I move consent agenda items A and B be approved by Omnibus vote as recommended.**" Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
  2. **Ordinance Amending Section 6-46 of the Municipal Code of the City of Rochelle to Delete One Class B Liquor License for Sissy's Wild Card Saloon to Create one Class B Liquor License for Kevin Crandall & Shane Erdman.** The City of Rochelle has been notified of the sale of Sissy's Wild Card Saloon to Kevin Crandall and Shane Erdman. The license for Sissy's will be surrendered effective upon the sale of the business. The Class B liquor license allows for the retail sale on the premises of specified alcoholic liquor as well as other packaged retail sale of liquor. The Liquor Commissioner, Mayor Bearrows, has reviewed the application and has no objections to the transaction. City Clerk Rose Huéramo was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor Hayes, "**I move Ordinance 22-5325, an Ordinance Amending Section 6-46 of the Municipal Code of the City of Rochelle to Delete One Class B Liquor License for Sissy's Wild Card Saloon, Inc. to Create one Class B Liquor License for Kevin Crandall & Shane Erdman for the location at 417 Cherry Ave, be approved.**" Voting

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

3. **Ordinance Amending Chapter 10 and Chapter 26 of the Rochelle Municipal Code Expiration Dates of Raffle and Business Licenses.** As the City goes through to make needed updates to current codes, staff noticed that the renewal times for business licenses (examples include peddlers permits and taxi licenses) and raffle permits was still April 30th, which is the old fiscal year. Staff recommends the following changes: A single raffle license shall be issued for a specified period of time not to exceed one year. A raffle license for a specified number of multiple raffles shall be issued for up to one year expiring on December 31 of each year. Rose Huéramo was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Ordinance 22-5326, an Ordinance Amending Chapter 10 and Chapter 26 of the Rochelle Municipal Code Expiration Dates of Raffle and Business Licenses, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
4. **Ordinance Limiting the Number of Class B Liquor Licenses and Placing a Moratorium on the Issuance of any new Class B Liquor Licenses.** For the past few years, several council members approached staff about the idea of limiting the number of gaming machines in the City of Rochelle. According to state statute, gaming machines are allowed with the appropriate liquor licenses. Attached is a proposed ordinance that will place a 2-year moratorium on any new Class B liquor license. It exempts all current holders of Class B licenses. This is a starting point and can change if council desires. The proposed ordinance does not affect any other type of liquor license. Jeff Fiegenschuh was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor D. McDermott, **"I move Ordinance 22-5327, an Ordinance Limiting the Number of Class B Liquor Licenses and Placing a Moratorium on the Issuance of any new Class B Liquor Licenses, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
5. **Ordinance Amending the Municipal Code of the City of Rochelle Chapter 94 Article X Entitled "Non-Highway Vehicles".** In late 2020, Council approved an ordinance to allow golf carts and UTVs on City Streets. The proposed ordinance defines allowable non-highway vehicles; establishes hours of operation; prohibits operation on high-traffic roadways and the bike path; and includes requirements for safety including seatbelts for all passengers. All non-highway vehicle owners who wish to operate said vehicle on City streets are required to obtain a registration sticker at the Rochelle Police Department. Drivers of non-highway vehicles are subject to all provisions of the Illinois Vehicle Code. The specified prohibited high-traffic roadways are: Route 251, Route 38, I-88, I-39, Caron Road, Veteran's Parkway, 20th Street, Flagg Road, Steward Road and Dement Road. Recently, residents have approached Council members to request that non-highway vehicles be allowed on currently prohibited streets, which were originally deemed higher traffic and are heavily utilized by semis, particularly Caron Road from 7th Avenue to the Wal-Mart entrance. Council may determine which streets to strike from the ordinance. Jenny Thompson, Assistant to the City Manager/Director of Community Engagement and City Attorney Lanzito were available to answer questions. Motion made Councilor Arteaga, and seconded by Councilor T. McDermott, **"I move Ordinance 22-5238, an Ordinance Amending the Municipal Code of the City of Rochelle Chapter 94 Article X Entitled "Non-Highway Vehicles", be approved."** Motion made by Councilor D. McDermott, Seconded by Councilor T. McDermott, **"I would like to make a motion we amend the ordinance to eliminate Caron Rd, 20<sup>th</sup> St, Veterans Parkway and Steward Rd."** Voting Yea: D. McDermott, Gruben, Arteaga, and Mayor Bearrows. Voting Nay: T. McDermott, Hayes, and Shaw-Dickey. Motion passed 4-3. Motion made by Councilor D. McDermott, Seconded by Councilor Arteaga, **"I move we approve the ordinance as amended."** Voting Yea: D.



McDermott, Gruben, Arteaga, and Mayor Bearrows. Voting Nay: T. McDermott, Hayes, Shaw-Dickey. Motion passed 4-3.

6. **Ordinance Waiving Competitive Bidding Requirements and Awarding UUSCO of Illinois, Inc. the Purchase Order for 21 Switchgear Units.** Over the past year we have had 6 ABB pad mounted switchgear fail. These switchgears were purchased between 2011 and 2016. The normal expected lifespan of a pad mounted switch gear is 25 to 30 years. The ABB units have been failing after being installed for 10 years or less. After 2016 we switched to only using S&C switchgear not only for reliability but ease of serviceability with only having one brand of pad mounted switchgear on our system. We have identified 21 switchgear units that remain to be replaced to improve the reliability of the 13.8kV distribution system. S&C has a great track record of having a reliable and robust product. They have also offered that if at any time we were to experience a failure they would come onsite and repair the gear in the field. The reason we are asking to waive the competitive bidding is because UUSCO is the manufacturer's representative for S&C and no other vendor is allowed to bid equipment in this territory. The Price that is quoted reflects the price given to us when the first switchgear was replaced early 2021. The factory has had 2 materials increases since that order was placed. These switchgears are a vital part of our underground infrastructure and not replacing the failing equipment will result in unplanned costly downtime for our industrial customers We have confirmed that these failures are not a result of any wrongdoing on the utilities part these failures are happening internally. We have an active case open with ABB's representative in hopes that we can remedy the issue at hand either with repairs to the failing gear or sending them back for a partial refund of the original purchase price. Blake Toliver, Electric Operations Superintendent was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Ordinance 21-5329, an Ordinance Waiving Competitive Bidding Requirements and Awarding UUSCO of Illinois, Inc. the Purchase Order for 21 Switchgear Units, be approved."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.
7. **Resolution Authorizing an Agreement with Fehr Graham for the Design and Construction Oversight of the Fire/Utility Training Facility.** Fehr Graham has submitted a proposal in an amount not to exceed \$36,000 for design and construction observation services for the proposed City/Ogle-Lee Fire Training facility located at 920 South Main Street. Fehr Graham has helped develop concept plans for the multiple sites considered for the project and is very knowledgeable about the needs of the City and District. The work includes design and construction oversight of the project. All costs will be split between the City, RMU, and the Ogle/Lee Fire Protection District. Approving this contract will keep the project moving and provide needed continuity for the contractor and staff. Jeff Fiegenschuh and Fire Chief Sawlsville were available for questions. Motion made by Councilor Gruben, Seconded by Councilor T. McDermott, **"I move Resolution R22-06, a Resolution Authorizing an Agreement with Fehr Graham for the Design and Construction Oversight of the Fire/Utility Training Facility."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

VII. **DISCUSSION ITEMS: Shop Local RMU Credit Program.** The Shop Local RMU Credit Program was an economic tool designed to encourage our RMU customers to shop local to assist our small businesses in the financial recovery of the required closures during COVID. Michelle Pease presented a PowerPoint to Council.

**Northern Illinois Land Bank Authority Initiative.** Eric Setter and Michael Dunn Jr. from Land Bank Coordinator with Region 1 Planning Council discussed the Northern Illinois Land Bank Authority

initiative. The Land Bank acquires tax-delinquent, abandoned property via judicial deed. The properties are then offered to the public, with specific deed restrictions to ensure a timely renovation of the property.

**Switchgear Inspection Trip Recap.** Blake Toliver spoke briefly regarding his recent visit to Baltimore to inspect switchgears. He will provide more information at a future Council Meeting.

**VIII. EXECUTIVE SESSION:**

- IX. ADJOURNMENT:** At 8:00 PM. Motion made by Councilor D. McDermott, Seconded by Councilor Gruben, **"I move the Council adjourn."** Voting Yea: Councilor T. McDermott, Councilor Hayes, Councilor D. McDermott, Councilor Gruben, Councilor Shaw-Dickey, Councilor Arteaga, Mayor Bearrows. Nays: None. Motion passed 7-0.

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John Bearrows, Mayor

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Rose Huéramo, City Clerk



Rochelle, IL

Section VI, Item 1.

# Payment Register

APPKT00007 - Check Run 01/19/22

01 - Vendor Set 01

**Bank:** Allocated Cash - Allocated Cash

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">INC1000</a>	FECHT, ROBERT			73.51
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200000</a>	01/20/2022	73.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">011022</a>	Refund patient for having 2 secondary policies	01/10/2022	01/10/2022	0.00 73.51

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	1	1	0.00	73.51
Packet Totals:		1	1	0.00	73.51

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-73.51
Packet Totals:		-73.51



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# Payment Register

APPKT00016 - Check Run 01/20/22

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10663</a>	AMAZON CAPITAL SERVICES					420.08
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200001</a>				01/20/2022	420.08
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">193Q-373D-LVQY</a>	HR - Safety Supplies COVID	01/10/2022	01/10/2022	0.00	420.08	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1004</a>	CLAROS, STEPHANIE					175.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200002</a>				01/20/2022	175.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011322</a>	REFUND CUSTOMER OVERPAYMENT	01/13/2022	01/13/2022	0.00	175.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1006</a>	COCHRANE, KELSEY					100.58
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200003</a>				01/20/2022	100.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011322</a>	REFUND CUSTOMER OVERPAYMENT	01/13/2022	01/13/2022	0.00	100.58	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1003</a>	COOK, MARK					200.38
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200004</a>				01/20/2022	200.38
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011122</a>	REFUND CUSTOMER OVERPAYMENT	01/11/2022	01/11/2022	0.00	200.38	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06754</a>	HINCKLEY SPRINGS					65.36
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200005</a>				01/20/2022	65.36
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">14438171 010922</a>	Bottled Water Delivery	01/09/2022	01/09/2022	0.00	65.36	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03285</a>	IL STATE POLICE					28.25
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200006</a>				01/20/2022	28.25
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">123121-HR</a>	Pre-Employment Background - Admin Serv	12/31/2021	12/31/2021	0.00	28.25	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1007</a>	KOELLING, SADIE					91.58
Payment Type	Payment Number				Payment Date	Payment Amount
Check	<a href="#">200007</a>				01/20/2022	91.58
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011322</a>	REFUND CUSTOMER OVERPAYMENT	01/13/2022	01/13/2022	0.00	91.58	

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<b>Vendor Number</b> <a href="#">INC1001</a>	<b>Vendor Name</b> LOPEZ JR., JESUS					<b>Total Vendor Amount</b> 78.35
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200008</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 78.35
<b>Payable Number</b> <a href="#">011122</a>	<b>Description</b> REFUND CUSTOMER OVERPAYMENT	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 78.35	
<b>Vendor Number</b> <a href="#">01726</a>	<b>Vendor Name</b> MIDWEST MAILWORKS, INC					<b>Total Vendor Amount</b> 122.16
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200009</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 122.16
<b>Payable Number</b> <a href="#">234506</a>	<b>Description</b> Complete Mailroom Service	<b>Payable Date</b> 01/13/2022	<b>Due Date</b> 01/13/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 122.16	
<b>Vendor Number</b> <a href="#">INC1002</a>	<b>Vendor Name</b> MILAN, CASANDRA					<b>Total Vendor Amount</b> 25.77
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200010</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 25.77
<b>Payable Number</b> <a href="#">011122</a>	<b>Description</b> REFUND CUSTOMER OVERPAYMENT	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 25.77	
<b>Vendor Number</b> <a href="#">00508</a>	<b>Vendor Name</b> ROCHELLE COMMUNITY HOSPITAL					<b>Total Vendor Amount</b> 341.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200011</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 341.00
<b>Payable Number</b> <a href="#">4959K3298</a>	<b>Description</b> Pre-Employment Screening - Fire	<b>Payable Date</b> 01/01/2022	<b>Due Date</b> 01/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 341.00	
<b>Vendor Number</b> <a href="#">02241</a>	<b>Vendor Name</b> ROCHELLE JANITORIAL SUPPLY					<b>Total Vendor Amount</b> 66.48
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200012</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 66.48
<b>Payable Number</b> <a href="#">011122-14</a>	<b>Description</b> Janitorial Supplies	<b>Payable Date</b> 01/12/2022	<b>Due Date</b> 01/12/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 66.48	
<b>Vendor Number</b> <a href="#">INC1005</a>	<b>Vendor Name</b> SALAZAR, CHRISTINE					<b>Total Vendor Amount</b> 149.34
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200013</a>				<b>Payment Date</b> 01/20/2022	<b>Payment Amount</b> 149.34
<b>Payable Number</b> <a href="#">011322</a>	<b>Description</b> REFUND CUSTOMER OVERPAYMENT	<b>Payable Date</b> 01/13/2022	<b>Due Date</b> 01/13/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 149.34	



Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	13	13	0.00	1,864.33
Packet Totals:		13	13	0.00	1,864.33

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-1,864.33
Packet Totals:		-1,864.33



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# Payment Register

APPKT00038 - Check Run 01/24/2022

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">09793</a>	926 CUSTOM EMBROIDERY	120.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200014</a>	01/24/2022	120.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">000804</a>	SHIRTS & EMBROIDERY	01/12/2022	01/12/2022	0.00	120.00

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">10663</a>	AMAZON CAPITAL SERVICES	37.98			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200015</a>	01/24/2022	37.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">1NT6-RKLQ-CDG9</a>	OFFICE SUPPLIES	01/14/2022	01/14/2022	0.00	37.98

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">03707</a>	CONSERV FS	553.07			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200016</a>	01/24/2022	553.07		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">7263334-123121</a>	DIESEL FUEL FOR TRACTOR	12/31/2021	12/31/2021	0.00	553.07

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">10428</a>	ENTERPRISE FM TRUST	10,831.78			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200017</a>	01/24/2022	10,831.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">FBN4366405</a>	Enterprise Vehichle Lease & Maintenance	01/05/2022	01/05/2022	0.00	760.26
<a href="#">FBN4369832</a>	ENTERPRISE VEHICLE LEASE & MAINTENANCE	01/05/2022	01/05/2022	0.00	9,575.05
<a href="#">FBN4380403</a>	VEHICLE LEASE: COMM DEV	01/05/2022	01/05/2022	0.00	496.47

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">06754</a>	HINCKLEY SPRINGS	96.84			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200018</a>	01/24/2022	96.84		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">18137527 010222</a>	HINCKLEY SPRINGS WATER	01/02/2022	01/02/2022	0.00	96.84

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">01168</a>	IL DEPT OF PUBLIC HEALTH	2,152.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200019</a>	01/24/2022	2,152.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">010722</a>	Dec-2021 Vital Records (Death)	12/31/2021	12/31/2021	0.00	2,152.00

Vendor Number	Vendor Name	Total Vendor Amount			
<a href="#">00713</a>	KARA COMPANY, INC.	25,169.53			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	<a href="#">200020</a>	01/24/2022	25,169.53		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<a href="#">364220</a>	GPS Data Collector	01/12/2022	01/12/2022	0.00	23,277.13
<a href="#">364221</a>	GPS Data Collector Software	01/12/2022	01/12/2022	0.00	1,892.40

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<b>Vendor Number</b> <a href="#">INC1008</a>	<b>Vendor Name</b> KNECHT, KEVIN					<b>Total Vendor Amount</b> 560.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200021</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 560.00
<b>Payable Number</b> <a href="#">010722</a>	<b>Description</b> REFUND OF SECURITY DEPOSIT AND 3 MONTHS RENT	<b>Payable Date</b> 01/07/2022	<b>Due Date</b> 01/07/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 560.00	
<b>Vendor Number</b> <a href="#">10563</a>	<b>Vendor Name</b> MEDICARE PART B					<b>Total Vendor Amount</b> 180.67
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200022</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 180.67
<b>Payable Number</b> <a href="#">010722</a>	<b>Description</b> REFUND	<b>Payable Date</b> 01/07/2022	<b>Due Date</b> 01/07/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 180.67	
<b>Vendor Number</b> <a href="#">01641</a>	<b>Vendor Name</b> MOTOROLA SOLUTIONS - STARCOM					<b>Total Vendor Amount</b> 1,088.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200023</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 1,088.00
<b>Payable Number</b> <a href="#">6245720211201</a>	<b>Description</b> MOTOROLA STARCOM	<b>Payable Date</b> 01/01/2022	<b>Due Date</b> 01/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,088.00	
<b>Vendor Number</b> <a href="#">01659</a>	<b>Vendor Name</b> NICOR					<b>Total Vendor Amount</b> 323.26
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200024</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 323.26
<b>Payable Number</b> <a href="#">42790561023-011122</a>	<b>Description</b> NICOR PROSHOP	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 323.26	
<b>Vendor Number</b> <a href="#">06127</a>	<b>Vendor Name</b> POMP'S TIRE SERVICE, INC.					<b>Total Vendor Amount</b> 1,222.05
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200025</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 1,222.05
<b>Payable Number</b> <a href="#">410908973</a>	<b>Description</b> POMP'S TIRE SERVICE	<b>Payable Date</b> 11/08/2021	<b>Due Date</b> 12/01/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 507.20	
<b>Payable Number</b> <a href="#">410919748</a>	<b>Description</b> POMP'S TIRE SERVICE	<b>Payable Date</b> 12/15/2021	<b>Due Date</b> 12/15/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 714.85	
<b>Vendor Number</b> <a href="#">02987</a>	<b>Vendor Name</b> ROCHELLE ROTARY CLUB					<b>Total Vendor Amount</b> 206.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200026</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 206.00
<b>Payable Number</b> <a href="#">2021 1429</a>	<b>Description</b> DUES/3RD QTR MEALS - PEASE	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 206.00	
<b>Vendor Number</b> <a href="#">10785</a>	<b>Vendor Name</b> TYLER TECHNOLOGIES, INC					<b>Total Vendor Amount</b> 49,556.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200027</a>				<b>Payment Date</b> 01/24/2022	<b>Payment Amount</b> 49,556.00
<b>Payable Number</b> <a href="#">025-363902</a>	<b>Description</b> Annual Incode Subscription	<b>Payable Date</b> 01/01/2022	<b>Due Date</b> 01/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 49,556.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	18	14	0.00	92,097.18
Packet Totals:		18	14	0.00	92,097.18

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-92,097.18
Packet Totals:		-92,097.18



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# Payment Register

APPKT00072 - Check Run 01/31/22

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">10185</a>	1000 BULBS.COM			1,140.40
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200028</a>	01/31/2022	1,140.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">W03016259</a>	Light Bulbs: WR	12/30/2021	12/30/2021	0.00 1,140.40

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">06535</a>	AIRGAS USA, LLC			685.54
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200029</a>	01/31/2022	685.54	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">9984891987</a>	Substation supplies	12/31/2021	12/31/2021	0.00 315.75
<a href="#">9984901177</a>	Station gas	12/31/2021	12/31/2021	0.00 290.45
<a href="#">9984902648</a>	oxygen tank rental	12/31/2021	12/31/2021	0.00 79.34

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">10151</a>	ALTORFER INDUSTRIES, INC			487.75
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200030</a>	01/31/2022	487.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">PK620030529</a>	Building Maintenance: Well #11	01/13/2022	01/13/2022	0.00 487.75

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">10663</a>	AMAZON CAPITAL SERVICES			1,254.05
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200031</a>	01/31/2022	1,254.05	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">1GH3-G4R1-MQVR</a>	Office supplies	01/25/2022	01/25/2022	0.00 606.13
<a href="#">1M69-9MJX-1JF1</a>	LED headlights	01/24/2022	01/24/2022	0.00 209.97
<a href="#">1M9J-4YFD-P9F9</a>	Coffee Machine	01/17/2022	01/17/2022	0.00 121.92
<a href="#">1NHT-KDT1-N1VT</a>	Safe Mate L/XL Masks	01/17/2022	01/17/2022	0.00 38.97
<a href="#">1Q6Y-4JXF-KQ4F</a>	City Hall Chair	01/25/2022	01/25/2022	0.00 263.47
<a href="#">1TXQ-KQCV-QYCN</a>	Zip Ties	01/19/2022	01/19/2022	0.00 13.59

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">00040</a>	ANDERSON PLUMBING & HTG, INC			5,246.86
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200032</a>	01/31/2022	5,246.86	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">102756</a>	Replacement of gas piping to boiler room.	01/13/2022	01/13/2022	0.00 2,242.00
<a href="#">102769</a>	Rod Sewer- 333 Hwy	01/14/2022	01/14/2022	0.00 382.00
<a href="#">102777</a>	Test RPZ-888 Treatment Plant Drive	01/14/2022	01/14/2022	0.00 640.00
<a href="#">102842</a>	Meters-Meter Changeouts (315 N Knoll Dr)	01/19/2022	01/19/2022	0.00 256.70
<a href="#">102881</a>	Meters-Meter Changeouts (921 N 7th Street)	01/21/2022	01/21/2022	0.00 128.66
<a href="#">102889</a>	Maintenance: W -527 Lincoln Hwy.	01/21/2022	01/21/2022	0.00 1,597.50

Vendor Number	Vendor Name			Total Vendor Amount
<a href="#">01850</a>	ANIXTER, INC			3,858.24
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	<a href="#">200033</a>	01/31/2022	3,858.24	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<a href="#">5122120-01</a>	pole staples	01/13/2022	01/13/2022	0.00 1,508.00
<a href="#">5175225-00</a>	Inventory-Compression lug	01/14/2022	01/14/2022	0.00 76.50



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<a href="#">5186432-00</a>	Overhead cantilever mast arm 24" AL	01/25/2022	01/25/2022	0.00	540.00
<a href="#">5187209-00</a>	Inventory items	01/18/2022	01/18/2022	0.00	1,733.74
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">02616</a>	BAXTER & WOODMAN, INC.	3,086.25			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200034</a>	01/31/2022	3,086.25		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">0230970</a>	NPDES Compliance Assist	01/21/2022	01/21/2022	0.00	3,086.25
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">06906</a>	BHMG ENGINEERS	32,616.49			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200035</a>	01/31/2022	32,616.49		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">1502R.361</a>	Retainer for General Services	12/31/2021	12/31/2021	0.00	5,600.00
<a href="#">1639.SC.327</a>	COMPLIANCE TESTING	12/31/2021	12/31/2021	0.00	3,959.16
<a href="#">2031.319</a>	Prologis Substation	12/31/2021	12/31/2021	0.00	5,098.25
<a href="#">2082.307</a>	System Planning Study for Rochelle	12/31/2021	12/31/2021	0.00	7,344.96
<a href="#">2120.304</a>	UG Feeder design for Project Jackpot	12/31/2021	12/31/2021	0.00	2,815.39
<a href="#">2199.304</a>	Power plant transformer installation	12/31/2021	12/31/2021	0.00	7,798.73
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">00892</a>	BIG JOHN	72.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200036</a>	01/31/2022	72.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">PS426645</a>	1015 S Caron Rd	01/13/2022	01/13/2022	0.00	72.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">07977</a>	BLUE CROSS BLUE SHIELD OF IL	315.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200037</a>	01/31/2022	315.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">011722</a>	Refund - Erdman	01/17/2022	01/17/2022	0.00	315.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">07244</a>	BNSF RAIL COMPANY	107.51			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200038</a>	01/31/2022	107.51		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">22000992</a>	Land Lease 2/1/22-1/31/23	01/13/2022	01/13/2022	0.00	107.51
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">09639</a>	BROOKS, SARAH	40.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200039</a>	01/31/2022	40.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">011922</a>	Cel Phone Reimbursement - Brooks	01/19/2022	01/19/2022	0.00	40.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10551</a>	CAHOY PUMP SERVICE	35,600.40			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200040</a>	01/31/2022	35,600.40		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">Well4-Est4</a>	18-5100009-1 Well #4 New Well House	01/07/2022	01/07/2022	0.00	35,600.40

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">07323</a>	CAPPEL'S COMPLETE CAR CARE					213.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200041</a>	01/31/2022	213.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">692412</a>	Trailers E-22 and E-49 repair	01/10/2022	01/10/2022	0.00	58.00	
<a href="#">692414</a>	Trailer E-37 repair	01/10/2022	01/10/2022	0.00	39.00	
<a href="#">692415</a>	Trailers E-23 and E40 and Truck E5 repairs	01/10/2022	01/10/2022	0.00	97.00	
<a href="#">692425</a>	Trailer E-20 repair	01/11/2022	01/11/2022	0.00	19.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08113</a>	CARUS LLC					7,296.16
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200042</a>	01/31/2022	7,296.16			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">SLS 10097819</a>	Chemicals-3188 Hayes Road	01/07/2022	01/07/2022	0.00	7,296.16	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09112</a>	CINTAS					1,139.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200043</a>	01/31/2022	385.05			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">5091358035</a>	med cabinets	01/13/2022	01/13/2022	0.00	119.73	
<a href="#">5091358036</a>	Medicine Cabinet	01/13/2022	01/13/2022	0.00	237.42	
<a href="#">5091358074</a>	Tech Center Medicine Cabinets	01/13/2022	01/13/2022	0.00	27.90	
Check	<a href="#">200044</a>	01/31/2022	753.95			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">4107279470</a>	mat and towels	01/11/2022	01/11/2022	0.00	176.24	
<a href="#">4107279654</a>	Electric department mats	01/11/2022	01/11/2022	0.00	56.66	
<a href="#">4107419622</a>	Cintas: Uniform Services & Mats	01/12/2022	01/12/2022	0.00	53.23	
<a href="#">4108042611</a>	Electric department mats	01/18/2022	01/18/2022	0.00	59.71	
<a href="#">4108042678</a>	mats and towels	01/18/2022	01/18/2022	0.00	175.21	
<a href="#">4108642878</a>	floor mats and towels	01/25/2022	01/25/2022	0.00	176.24	
<a href="#">4108642969</a>	Electric department mats	01/25/2022	01/25/2022	0.00	56.66	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00759</a>	CITY OF ROCHELLE					5,300.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200045</a>	01/31/2022	5,300.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">14555</a>	Solid Waste Charge - 212 Tons	01/10/2022	01/10/2022	0.00	5,300.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00118</a>	COLONIAL FLOWERS & GIFTS					50.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200046</a>	01/31/2022	50.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9568</a>	Flowers - Messer Retirement	12/14/2021	12/14/2021	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03707</a>	CONSERV FS					625.31
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200047</a>	01/31/2022	625.31			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">7263343-123121</a>	Fuel: Water Reclamation	12/31/2021	12/31/2021	0.00	534.14	
<a href="#">7263344-123121</a>	Fuel: Water	12/31/2021	12/31/2021	0.00	91.17	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00143</a>	CRESCENT ELECTRIC SUPPLY					2,107.02
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200048</a>			01/31/2022	2,107.02	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">S509943425.001</a>	breaker for cat 16	01/19/2022	01/19/2022	0.00	54.17	
<a href="#">S509957702.001</a>	40 W light fixture Lithonia	01/21/2022	01/21/2022	0.00	982.11	
<a href="#">S509965247.001</a>	Office light bulbs	01/25/2022	01/25/2022	0.00	1,070.74	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05577</a>	CUSTOMIZED ENERGY SOLUTION LTD					202.01
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200049</a>			01/31/2022	202.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">1066496</a>	December 2021 Settlement: Monthly fees	01/13/2022	01/13/2022	0.00	202.01	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1009</a>	DEAN HEALTH PLAN					241.22
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200050</a>			01/31/2022	241.22	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011422</a>	Refund - Fernan	01/14/2022	01/14/2022	0.00	241.22	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">07065</a>	DISH					57.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200051</a>			01/31/2022	57.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011722</a>	Monthly TV Charges	01/17/2022	01/17/2022	0.00	57.08	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03912</a>	ENGEL ELECTRIC CO					1,406.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200052</a>			01/31/2022	1,406.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">32072</a>	Meters-Rochelle Foods Water Meter	12/30/2021	12/30/2021	0.00	1,406.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10428</a>	ENTERPRISE FM TRUST					3,420.07
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200053</a>			01/31/2022	3,420.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">FBN4380320</a>	Fleet management	01/05/2022	01/05/2022	0.00	7.00	
<a href="#">FBN4380348</a>	Vehicle Lease: WR	01/05/2022	01/05/2022	0.00	28.00	
<a href="#">FBN4380375</a>	D1 truck	01/05/2022	01/05/2022	0.00	570.43	
<a href="#">FBN4380376</a>	Monthly lease charges	01/05/2022	01/05/2022	0.00	520.68	
<a href="#">FBN4380432</a>	Vehicle Lease:W	01/05/2022	01/05/2022	0.00	2,293.96	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10233</a>	EXLINE, INC.					13,482.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200054</a>			01/31/2022	13,482.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0156155</a>	ROD AND BUSHING FOR #6	01/14/2022	01/14/2022	0.00	13,482.65	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03396</a>	FASTENAL					549.96
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200055</a>			01/31/2022	549.96	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">ILROH97511</a>	Clamps for trucks	12/20/2021	12/20/2021	0.00	67.73	
<a href="#">ILROH97515</a>	angle grinder	12/20/2021	12/20/2021	0.00	367.35	

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<a href="#">ILROH97521</a>	Well 10 Maintenance-Nuts & Bolts for Poly table	12/21/2021	12/21/2021	0.00	1.30
<a href="#">ILROH97707</a>	safety glasses	01/13/2022	01/13/2022	0.00	113.58
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">04512</a>	FEHR-GRAHAM & ASSOC.	4,303.75			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200056</a>	01/31/2022	4,303.75		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">104503</a>	Risk & Resiliency Assessment & Emergency Response	12/31/2021	12/31/2021	0.00	1,750.00
<a href="#">104710</a>	Well #4 New Well House	12/31/2021	12/31/2021	0.00	2,528.75
<a href="#">104711</a>	GIS Maintenance: Fehr Graham	12/31/2021	12/31/2021	0.00	25.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">03334</a>	FERGUSON WATERWORKS #2516	80,949.95			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200057</a>	01/31/2022	80,949.95		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">0417791</a>	Meters- Meter Changeouts	01/14/2022	01/14/2022	0.00	51,780.81
<a href="#">0417791-1</a>	Meters-Meter Changeouts	01/20/2022	01/20/2022	0.00	27,814.50
<a href="#">0419101</a>	Maintenance: W- Repair Parts & Clamps	01/20/2022	01/20/2022	0.00	1,228.17
<a href="#">0419718</a>	Operating Supplies- Reg Seal Pin	01/17/2022	01/17/2022	0.00	126.47
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10163</a>	FRIDAY, MARGARET	40.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200058</a>	01/31/2022	40.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">011822</a>	Cel Phone Reimbursement - Friday	01/18/2022	01/18/2022	0.00	40.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">03782</a>	GASVODA & ASSOCIATES, INC.	5,722.60			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200059</a>	01/31/2022	5,722.60		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">INV2200055</a>	Effluent Flow Meter Repair	01/11/2022	01/11/2022	0.00	1,584.40
<a href="#">INV2200120</a>	Equipment Maintenance:W Pump & Parts	01/20/2022	01/20/2022	0.00	4,138.20
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">01248</a>	GRAINGER, INC.	3,237.25			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200060</a>	01/31/2022	3,237.25		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">9176197235</a>	Dewatering: WR- Truck Bay Heater	01/12/2022	01/12/2022	0.00	1,587.49
<a href="#">9180340938</a>	Blower Building Heater	01/17/2022	01/17/2022	0.00	1,649.76
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">00246</a>	HACH COMPANY	392.40			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200061</a>	01/31/2022	392.40		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">12818197</a>	Lab: W-Spadns2 (Arsenic Free) Fluoride Accuvac	12/30/2021	12/30/2021	0.00	392.40
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10698</a>	HELM SERVICE	6,066.39			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200062</a>	01/31/2022	6,066.39		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">FRE131041</a>	Replacement of gas pipe after hours.	01/02/2022	01/02/2022	0.00	6,066.39

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<b>Vendor Number</b> <a href="#">08060</a>	<b>Vendor Name</b> HEWITT & WAGNER, ATTORNEYS AT LAW					<b>Total Vendor Amount</b> 3,750.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200063</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 3,750.00
<b>Payable Number</b> <a href="#">010122</a>	<b>Description</b> Legan Expense - January 2022	<b>Payable Date</b> 01/01/2022	<b>Due Date</b> 01/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,750.00	
<b>Vendor Number</b> <a href="#">01089</a>	<b>Vendor Name</b> HUB-REMSEN PRINT GROUP					<b>Total Vendor Amount</b> 290.38
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200064</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 290.38
<b>Payable Number</b> <a href="#">6313</a>	<b>Description</b> Postcards - Outdoor Market	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 290.38	
<b>Vendor Number</b> <a href="#">00283</a>	<b>Vendor Name</b> IEPA					<b>Total Vendor Amount</b> 6,692.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200065</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 6,692.00
<b>Payable Number</b> <a href="#">141050AAV-010422</a>	<b>Description</b> TITLE 5 PERMIT	<b>Payable Date</b> 01/04/2022	<b>Due Date</b> 01/04/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 6,692.00	
<b>Vendor Number</b> <a href="#">00286</a>	<b>Vendor Name</b> IL MUNICIPAL UTILITIES ASSOC					<b>Total Vendor Amount</b> 10,855.77
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200066</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 10,855.77
<b>Payable Number</b> <a href="#">012122</a>	<b>Description</b> IMUA 2022 Membership	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 10,855.77	
<b>Vendor Number</b> <a href="#">03285</a>	<b>Vendor Name</b> IL STATE POLICE					<b>Total Vendor Amount</b> 345.88
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200067</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 113.00
<b>Payable Number</b> <a href="#">123121-2</a>	<b>Description</b> Liquor License Background Checks	<b>Payable Date</b> 12/31/2021	<b>Due Date</b> 12/31/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 113.00	
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200068</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 232.88
<b>Payable Number</b> <a href="#">012722</a>	<b>Description</b> December 2021 VOIP Tax Disbursement	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 01/27/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 232.88	
<b>Vendor Number</b> <a href="#">10028</a>	<b>Vendor Name</b> INSIGHT MOBILE DATA INC.					<b>Total Vendor Amount</b> 424.33
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200069</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 424.33
<b>Payable Number</b> <a href="#">1267691</a>	<b>Description</b> Monthly GPS unit payment	<b>Payable Date</b> 01/01/2022	<b>Due Date</b> 01/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 424.33	
<b>Vendor Number</b> <a href="#">05563</a>	<b>Vendor Name</b> IPMA-HR					<b>Total Vendor Amount</b> 156.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200070</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 156.00
<b>Payable Number</b> <a href="#">INV-66516-CSH6K9</a>	<b>Description</b> Membership Dues	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 156.00	
<b>Vendor Number</b> <a href="#">07208</a>	<b>Vendor Name</b> JAMES G. AHLBERG					<b>Total Vendor Amount</b> 105.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200071</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 105.00
<b>Payable Number</b> <a href="#">2770</a>	<b>Description</b> Review January 2022 Police Reports	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 105.00	

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<b>Vendor Number</b> <a href="#">10015</a>	<b>Vendor Name</b> JOHNSON CONTROLS FIRE PROTECTION LP					<b>Total Vendor Amount</b> 698.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200072</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 698.00	
<b>Payable Number</b> <a href="#">22705397</a>	<b>Description</b> Annual Fire Inspection: 888 Treatment Plant Drive	<b>Payable Date</b> 01/03/2022	<b>Due Date</b> 01/03/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 698.00	
<b>Vendor Number</b> <a href="#">00740</a>	<b>Vendor Name</b> JULIE, INC.					<b>Total Vendor Amount</b> 2,773.08
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200073</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 2,773.08	
<b>Payable Number</b> <a href="#">2022-1512</a>	<b>Description</b> Annual print/Email transmissions	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,773.08	
<b>Vendor Number</b> <a href="#">09444</a>	<b>Vendor Name</b> KALEEL'S CLOTHING					<b>Total Vendor Amount</b> 403.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200074</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 403.00	
<b>Payable Number</b> <a href="#">011222-12</a>	<b>Description</b> Clothing Allowance: Musselman	<b>Payable Date</b> 01/12/2022	<b>Due Date</b> 01/12/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 218.00	
<b>Payable Number</b> <a href="#">011222-14</a>	<b>Description</b> Clothing Allowance: Cech	<b>Payable Date</b> 01/12/2022	<b>Due Date</b> 01/12/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 185.00	
<b>Vendor Number</b> <a href="#">00660</a>	<b>Vendor Name</b> MCMASTER-CARR SUPPLY CO					<b>Total Vendor Amount</b> 825.58
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200075</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 825.58	
<b>Payable Number</b> <a href="#">71288817</a>	<b>Description</b> Operating Supplies - Nuts, Bolts, Wire,Thermostat	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 825.58	
<b>Vendor Number</b> <a href="#">10563</a>	<b>Vendor Name</b> MEDICARE PART B					<b>Total Vendor Amount</b> 152.89
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200076</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 152.89	
<b>Payable Number</b> <a href="#">011422</a>	<b>Description</b> Refund - Fernan	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 152.89	
<b>Vendor Number</b> <a href="#">06674</a>	<b>Vendor Name</b> MID-WEST TRUCKERS ASSOC., INC.					<b>Total Vendor Amount</b> 7.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200077</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 7.50	
<b>Payable Number</b> <a href="#">751646</a>	<b>Description</b> CDL Query - Electric	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 01/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 7.50	
<b>Vendor Number</b> <a href="#">08507</a>	<b>Vendor Name</b> MILAN, ADRIANA					<b>Total Vendor Amount</b> 165.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200078</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 165.00	
<b>Payable Number</b> <a href="#">011022</a>	<b>Description</b> Cel Phone Reimbursement - Milan	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 120.00	
<b>Payable Number</b> <a href="#">011022-2</a>	<b>Description</b> Adriana Milan-notary renewal	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 45.00	
<b>Vendor Number</b> <a href="#">08192</a>	<b>Vendor Name</b> MR. OUTHUSE					<b>Total Vendor Amount</b> 340.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200079</a>			<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 340.00	
<b>Payable Number</b> <a href="#">4452</a>	<b>Description</b> RR Park Port-a-Potty	<b>Payable Date</b> 12/31/2021	<b>Due Date</b> 12/31/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 340.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08169</a>	OFFICE OF THE STATE FIRE MARSHAL					70.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200080</a>			01/31/2022	70.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9656621</a>	annual boiler inspection	01/18/2022	01/18/2022	0.00	70.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00442</a>	OMEGA PEST CONTROL, INC.					345.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200081</a>			01/31/2022	345.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">042787</a>	Pest control at Substation 1&2	12/29/2021	12/29/2021	0.00	100.00	
<a href="#">042788</a>	Pest Control RMU 120 N 7th St	12/29/2021	12/29/2021	0.00	45.00	
<a href="#">042789</a>	Pest Control: W-Well Houses	12/28/2021	12/28/2021	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00574</a>	PDC LABORATORIES, INC					536.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200082</a>			01/31/2022	536.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">19496659</a>	Lab: W-Testing Equipment	01/14/2022	01/14/2022	0.00	36.00	
<a href="#">19496691</a>	Lab Testing: PFAS	01/14/2022	01/14/2022	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01603</a>	PITNEY BOWES					1,008.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200083</a>			01/31/2022	1,008.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">012122</a>	City Hall Postage	01/21/2022	01/21/2022	0.00	1,008.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08461</a>	POWER SYSTEM ENGINEERING, INC.					1,920.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200084</a>			01/31/2022	1,920.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9040014</a>	Rochelle Intellirupter Scada Intergration	01/07/2022	01/07/2022	0.00	1,395.00	
<a href="#">9040015</a>	Consulting services	01/07/2022	01/07/2022	0.00	525.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06142</a>	QUEENS TRUCKING & CONSTRUCTION					2,058.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200085</a>			01/31/2022	2,058.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">27814</a>	Restoration: W-Crest Lane	12/22/2021	12/22/2021	0.00	2,058.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10114</a>	REDFORD DATA SERVICES LLC					568.75
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200086</a>			01/31/2022	568.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">308</a>	Control Integrator for Building Notify Systems	01/06/2022	01/06/2022	0.00	568.75	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00496</a>	RK DIXON CO.					96.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200087</a>			01/31/2022	96.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">IN3286375</a>	Copier contract plus color copies	01/21/2022	01/21/2022	0.00	96.50	



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<b>Vendor Number</b> <a href="#">02241</a>	<b>Vendor Name</b> ROCHELLE JANITORIAL SUPPLY					<b>Total Vendor Amount</b> 183.78
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200088</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 183.78
<b>Payable Number</b> <a href="#">011122-5</a>	<b>Description</b> City Hall Janitorial Supplies	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 183.78	
<b>Vendor Number</b> <a href="#">02987</a>	<b>Vendor Name</b> ROCHELLE ROTARY CLUB					<b>Total Vendor Amount</b> 181.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200089</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 181.00
<b>Payable Number</b> <a href="#">2021 1414</a>	<b>Description</b> Rotary Dues - Fiegenschuh	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 181.00	
<b>Vendor Number</b> <a href="#">00294</a>	<b>Vendor Name</b> SECURITY LOCK INC.					<b>Total Vendor Amount</b> 4.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200090</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 4.00
<b>Payable Number</b> <a href="#">456517</a>	<b>Description</b> Extra keys	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 01/25/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 4.00	
<b>Vendor Number</b> <a href="#">00572</a>	<b>Vendor Name</b> SMITH ECOLOGICAL SYSTEMS CO.					<b>Total Vendor Amount</b> 2,753.77
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200091</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 2,753.77
<b>Payable Number</b> <a href="#">23649</a>	<b>Description</b> Well #8: Chlorine Rate Valve w/100 LB rotameter	<b>Payable Date</b> 01/07/2022	<b>Due Date</b> 01/07/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,753.77	
<b>Vendor Number</b> <a href="#">09833</a>	<b>Vendor Name</b> STAPLES BUSINESS CREDIT					<b>Total Vendor Amount</b> 680.43
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200092</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 680.43
<b>Payable Number</b> <a href="#">7346728270-0-1</a>	<b>Description</b> Office Supplies - Computer Cable	<b>Payable Date</b> 01/03/2022	<b>Due Date</b> 01/03/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 21.49	
<b>Payable Number</b> <a href="#">7346728270-0-3</a>	<b>Description</b> Webcam/Speakers for GS	<b>Payable Date</b> 01/03/2022	<b>Due Date</b> 01/03/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 57.98	
<b>Payable Number</b> <a href="#">7347726861-0-1</a>	<b>Description</b> City Hall Office Supplies	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 156.22	
<b>Payable Number</b> <a href="#">7347726861-0-2</a>	<b>Description</b> Nameplate Clerk	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 11.59	
<b>Payable Number</b> <a href="#">7347726861-0-3</a>	<b>Description</b> Name plate Council Chambers	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 11.59	
<b>Payable Number</b> <a href="#">7347903954-0-1</a>	<b>Description</b> City Hall Janitorial Supplies	<b>Payable Date</b> 01/12/2022	<b>Due Date</b> 01/12/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 252.43	
<b>Payable Number</b> <a href="#">7348370183-0-1</a>	<b>Description</b> Office Supplies	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 22.93	
<b>Payable Number</b> <a href="#">7348411992-0-1</a>	<b>Description</b> Office Supplies	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 111.92	
<b>Payable Number</b> <a href="#">7348411992-0-2</a>	<b>Description</b> Office Supplies	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 01/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 25.49	
<b>Payable Number</b> <a href="#">7348411992-0-3</a>	<b>Description</b> Office Supplies	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 8.79	
<b>Vendor Number</b> <a href="#">10977</a>	<b>Vendor Name</b> SUNBELT TRANSFORMER, LTD					<b>Total Vendor Amount</b> 22,000.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200093</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 22,000.00
<b>Payable Number</b> <a href="#">CD970081353</a>	<b>Description</b> Rental transformer at Substation	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 22,000.00	
<b>Vendor Number</b> <a href="#">03263</a>	<b>Vendor Name</b> TALLMAN EQUIPMENT COMPANY, INC.					<b>Total Vendor Amount</b> 801.76
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200094</a>				<b>Payment Date</b> 01/31/2022	<b>Payment Amount</b> 801.76
<b>Payable Number</b> <a href="#">3308629</a>	<b>Description</b> Hydraulic tool repair	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 01/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 801.76	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06794</a>	TDG COMMUNICATIONS, INC.					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200095</a>			01/31/2022	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">17011</a>	website maintenance for trash/recycling	01/12/2022	01/12/2022	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10582</a>	TRIHEDRAL, INC.					6,432.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200096</a>			01/31/2022	6,432.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">4124</a>	Scada: Alarm Notification Maintenance	01/20/2022	01/20/2022	0.00	6,432.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">04522</a>	TURNER, DEBBIE					1,360.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200097</a>			01/31/2022	1,360.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2556-Elec</a>	Electric Department cleaning service	01/23/2022	01/23/2022	0.00	250.00	
<a href="#">2556-RMU</a>	Daily Building Cleaning	01/23/2022	01/23/2022	0.00	540.00	
<a href="#">2556-Tech</a>	Tech Center Cleaning	01/23/2022	01/23/2022	0.00	150.00	
<a href="#">2556-WWR</a>	Janitorial Services: W	01/23/2022	01/23/2022	0.00	420.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03986</a>	UNIVERSAL UTILITY SUPPLY CO					5,410.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200098</a>			01/31/2022	5,410.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">3036810</a>	Inventory 100 KVA transformer	01/24/2022	01/24/2022	0.00	5,410.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00635</a>	VIKING CHEMICAL COMPANY					4,708.63
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200099</a>			01/31/2022	4,708.63	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">122492</a>	Well #11 - Chemicals	01/07/2022	01/07/2022	0.00	1,193.35	
<a href="#">122493</a>	Well #10-Chemicals	01/07/2022	01/07/2022	0.00	714.00	
<a href="#">123076</a>	Well #10 - Chemicals	01/19/2022	01/19/2022	0.00	1,106.72	
<a href="#">123077</a>	Well #11-Chemicals	01/19/2022	01/19/2022	0.00	611.66	
<a href="#">123078</a>	Well #12 - Chemicals	01/19/2022	01/19/2022	0.00	1,082.90	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01160</a>	WILKENS-ANDERSON CO					31.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200100</a>			01/31/2022	31.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">51198904.001</a>	Lab: WR-Testing Supplies	01/20/2022	01/20/2022	0.00	31.56	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00828</a>	WILLETT, HOFMANN & ASSOC., INC					8,467.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200101</a>			01/31/2022	8,467.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">30754</a>	Rebuild Downtown & Main Street Capital Grant	01/22/2022	01/22/2022	0.00	8,467.40	

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	144	74	0.00	309,013.80
Packet Totals:		144	74	0.00	309,013.80

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-309,013.80
Packet Totals:		-309,013.80



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Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
	**Void**					0.00
Payment Type	Payment Number			Payment Date	Payment Amount	
**Void Check	<a href="#">200198</a>			02/07/2022	0.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08346</a>	A1 HOT BODY DETAILING					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200102</a>			02/07/2022	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">7312</a>	Vehicle Wax/Maintenance	01/19/2022	01/19/2022	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03429</a>	ADVANCE AUTO PARTS					448.41
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200103</a>			02/07/2022	448.41	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">6632-316475</a>	filters	01/18/2022	01/18/2022	0.00	106.93	
<a href="#">6632-316574</a>	Grease	01/20/2022	01/20/2022	0.00	10.14	
<a href="#">6632-316581</a>	Grease	01/20/2022	01/20/2022	0.00	7.34	
<a href="#">6632-316594</a>	Hydr. hose	01/20/2022	01/20/2022	0.00	324.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06535</a>	AIRGAS USA, LLC					1,917.53
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200104</a>			02/07/2022	1,917.53	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9121761523</a>	transformer gas	01/19/2022	01/19/2022	0.00	1,917.53	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10663</a>	AMAZON CAPITAL SERVICES					656.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200105</a>			02/07/2022	656.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">14FK-GVL3-1NFQ</a>	Office Supplies: (Comp Mounts, Pens, Legal Pads)	01/24/2022	01/24/2022	0.00	518.40	
<a href="#">19RJ-NDDG-3HR9</a>	Lamp	01/26/2022	01/26/2022	0.00	42.98	
<a href="#">1FDF-NWDD-KWKR</a>	Webcam for computer for MP	01/27/2022	01/27/2022	0.00	69.99	
<a href="#">1KLV-KDG9-YCH9</a>	Thank You Cards	01/26/2022	01/26/2022	0.00	9.99	
<a href="#">1NCY-WJJR-4M37</a>	Office Supplies	02/01/2022	02/01/2022	0.00	14.99	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00040</a>	ANDERSON PLUMBING & HTG, INC					792.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200106</a>			02/07/2022	792.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">102775</a>	Backflow test for Cemetery	01/14/2022	01/14/2022	0.00	318.40	
<a href="#">102897</a>	Backflow test for Street Dept. building	01/24/2022	01/24/2022	0.00	150.00	
<a href="#">102905</a>	prisoner toilet issue	01/24/2022	01/24/2022	0.00	114.00	
<a href="#">102919</a>	Blower Building: WR (Gas Hose Connector)	01/24/2022	01/24/2022	0.00	210.00	

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<b>Vendor Number</b> <a href="#">01850</a>	<b>Vendor Name</b> ANIXTER, INC					<b>Total Vendor Amount</b> 1,554.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200107</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,554.00
<b>Payable Number</b> <a href="#">5122120-02</a>	<b>Description</b> crossarms for poles	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 01/28/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,554.00	
<b>Vendor Number</b> <a href="#">05814</a>	<b>Vendor Name</b> ARC IMAGING RESOURCES					<b>Total Vendor Amount</b> 173.05
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200108</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 173.05
<b>Payable Number</b> <a href="#">A98652</a>	<b>Description</b> maintenance agreemnt and copy fee	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 173.05	
<b>Vendor Number</b> <a href="#">00124</a>	<b>Vendor Name</b> AUTO ZONE					<b>Total Vendor Amount</b> 184.45
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200109</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 184.45
<b>Payable Number</b> <a href="#">2660482601</a>	<b>Description</b> Squad Battery	<b>Payable Date</b> 01/10/2022	<b>Due Date</b> 01/10/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 184.45	
<b>Vendor Number</b> <a href="#">00044</a>	<b>Vendor Name</b> BATTERIES PLUS BULBS					<b>Total Vendor Amount</b> 579.60
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200110</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 579.60
<b>Payable Number</b> <a href="#">P48265099</a>	<b>Description</b> Batteries for baccarides	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 01/25/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 579.60	
<b>Vendor Number</b> <a href="#">07557</a>	<b>Vendor Name</b> BLAKE OIL COMPANY					<b>Total Vendor Amount</b> 5,739.51
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200111</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 5,739.51
<b>Payable Number</b> <a href="#">405258</a>	<b>Description</b> Fuel for Street Dept	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 01/27/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 549.02	
<b>Payable Number</b> <a href="#">408791</a>	<b>Description</b> Fuel for Street Dept	<b>Payable Date</b> 01/18/2022	<b>Due Date</b> 01/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,610.08	
<b>Payable Number</b> <a href="#">409120</a>	<b>Description</b> Fuel for street dept.	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 01/27/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,032.42	
<b>Payable Number</b> <a href="#">415214</a>	<b>Description</b> Fuel for Street Dept	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 01/27/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 547.99	
<b>Vendor Number</b> <a href="#">09280</a>	<b>Vendor Name</b> BORN AVIATION PRODUCTS, INC.					<b>Total Vendor Amount</b> 214.74
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200112</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 214.74
<b>Payable Number</b> <a href="#">0091166-IN</a>	<b>Description</b> RR Park Merchandise	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 214.74	
<b>Vendor Number</b> <a href="#">04449</a>	<b>Vendor Name</b> BRUNS CONSTRUCTION, INC.					<b>Total Vendor Amount</b> 5,120.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200113</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 5,120.00
<b>Payable Number</b> <a href="#">9940</a>	<b>Description</b> Main Breaks: W	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,080.00	
<b>Payable Number</b> <a href="#">9944</a>	<b>Description</b> Main Break: W (Garfield Drive & South 12th Street)	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 480.00	
<b>Payable Number</b> <a href="#">9945</a>	<b>Description</b> Main Break & Hydrant Repair: W	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 01/28/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,200.00	
<b>Payable Number</b> <a href="#">9952</a>	<b>Description</b> Main Break: W	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,360.00	
<b>Vendor Number</b> <a href="#">10355</a>	<b>Vendor Name</b> BRUST, PATRICK					<b>Total Vendor Amount</b> 33.35
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200114</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 33.35
<b>Payable Number</b> <a href="#">020122</a>	<b>Description</b> Mileage Reimbursement - Brust	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 33.35	

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<b>Vendor Number</b> <a href="#">10554</a>	<b>Vendor Name</b> CAMPLIN ENVIRONMENTAL SERVICES, INC.					<b>Total Vendor Amount</b> 2,250.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200115</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 2,250.00	
<b>Payable Number</b> <a href="#">21961</a>	<b>Description</b> Asbestos Inspec. 300 Cherry	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,250.00	
<b>Vendor Number</b> <a href="#">00540</a>	<b>Vendor Name</b> CARDOTT, CHRIS					<b>Total Vendor Amount</b> 40.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200116</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 40.00	
<b>Payable Number</b> <a href="#">012422</a>	<b>Description</b> Cel Phone Reimbursement - Cardott	<b>Payable Date</b> 01/24/2022	<b>Due Date</b> 01/24/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 40.00	
<b>Vendor Number</b> <a href="#">08113</a>	<b>Vendor Name</b> CARUS LLC					<b>Total Vendor Amount</b> 8,120.43
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200117</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 8,120.43	
<b>Payable Number</b> <a href="#">SLS 10098180</a>	<b>Description</b> Chemicals: W	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,485.00	
<b>Payable Number</b> <a href="#">SLS 10098185</a>	<b>Description</b> Chemicals: W	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 4,635.43	
<b>Vendor Number</b> <a href="#">10707</a>	<b>Vendor Name</b> CEANTAR SIORALAINN INC.					<b>Total Vendor Amount</b> 145.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200118</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 145.00	
<b>Payable Number</b> <a href="#">1016</a>	<b>Description</b> Cleaning Prisoner Blankets and Shoes	<b>Payable Date</b> 01/16/2022	<b>Due Date</b> 01/16/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 145.00	
<b>Vendor Number</b> <a href="#">07906</a>	<b>Vendor Name</b> CHEM DRY KISHWAUKEE					<b>Total Vendor Amount</b> 1,993.30
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200119</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,993.30	
<b>Payable Number</b> <a href="#">8399</a>	<b>Description</b> City Hall Carpet Cleaning	<b>Payable Date</b> 01/08/2022	<b>Due Date</b> 01/08/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,993.30	
<b>Vendor Number</b> <a href="#">09112</a>	<b>Vendor Name</b> CINTAS					<b>Total Vendor Amount</b> 413.49
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200120</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 413.49	
<b>Payable Number</b> <a href="#">4108153142</a>	<b>Description</b> Rug rental	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 72.51	
<b>Payable Number</b> <a href="#">4108791764</a>	<b>Description</b> Cintas Mats: WR	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 64.04	
<b>Payable Number</b> <a href="#">4109219456</a>	<b>Description</b> City Hall Mats	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 29.75	
<b>Payable Number</b> <a href="#">4109219515</a>	<b>Description</b> Cintas Mats	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 71.98	
<b>Payable Number</b> <a href="#">4109339862</a>	<b>Description</b> Rugs & Mats	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 175.21	
<b>Vendor Number</b> <a href="#">09043</a>	<b>Vendor Name</b> CLOVERLEAF CORP					<b>Total Vendor Amount</b> 822.45
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200121</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 822.45	
<b>Payable Number</b> <a href="#">2229435-IN</a>	<b>Description</b> Yellow sq. base for rr crossings	<b>Payable Date</b> 01/13/2022	<b>Due Date</b> 01/13/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 822.45	
<b>Vendor Number</b> <a href="#">08942</a>	<b>Vendor Name</b> COOPERATIVE RESPONSE CENTER, INC.					<b>Total Vendor Amount</b> 2,315.69
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200122</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 2,315.69	
<b>Payable Number</b> <a href="#">0136692</a>	<b>Description</b> Call Center Monthly	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,315.69	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01720</a>	CUMMINS SALES & SERVICE					1,004.37
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200123</a>			02/07/2022	1,004.37	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">F2-19555</a>	vehicle maintenance	01/26/2022	01/26/2022	0.00	1,004.37	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02226</a>	CURRAN MATERIALS CO.					931.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200124</a>			02/07/2022	931.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">23854</a>	cold patch for streets	01/11/2022	01/11/2022	0.00	931.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05884</a>	DENNIS W. MARTINEZ					436.60
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200125</a>			02/07/2022	436.60	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">654</a>	Planting 2 trees at Cemetery	01/17/2022	01/17/2022	0.00	436.60	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10187</a>	DFC FENCE, INC.					878.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200126</a>			02/07/2022	878.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">61197-1</a>	Gate repair	01/20/2022	01/20/2022	0.00	878.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03396</a>	FASTENAL					167.75
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200127</a>			02/07/2022	167.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">ILROH97706</a>	Bolts and cable ties	01/14/2022	01/14/2022	0.00	167.75	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08587</a>	FBINAA FBI ACADEMY					240.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200128</a>			02/07/2022	240.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">37442</a>	FBI NA Dues 501	01/10/2022	01/10/2022	0.00	120.00	
<a href="#">69715</a>	FBI NA Dues	01/10/2022	01/10/2022	0.00	120.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03334</a>	FERGUSON WATERWORKS #2516					6,542.70
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200129</a>			02/07/2022	6,542.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0419101-1</a>	Utility System Maintenance Supplies: W	01/28/2022	01/28/2022	0.00	1,693.22	
<a href="#">0419795</a>	Utility System Maintenance Supplies: W	01/21/2022	01/21/2022	0.00	1,931.56	
<a href="#">0419896</a>	Operating Supplies: W	01/21/2022	01/21/2022	0.00	647.12	
<a href="#">0420212</a>	Meters: W & WR	01/28/2022	01/28/2022	0.00	2,270.80	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00210</a>	FISCHERS, INC.					409.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200130</a>			02/07/2022	409.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">0736396-001</a>	Office Supplies	12/23/2021	12/23/2021	0.00	6.56	
<a href="#">0736486-001</a>	Misc. Office Supplies	12/27/2021	12/27/2021	0.00	17.82	
<a href="#">0736658-001</a>	Office Supplies - W2	01/06/2022	01/06/2022	0.00	52.50	
<a href="#">0736824-001</a>	Toner	01/14/2022	01/14/2022	0.00	86.99	



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<a href="#">0736967-001</a>	Total Copy Plan Charge	01/21/2022	01/21/2022	0.00	44.85
<a href="#">0736985-001</a>	Monthly Copier Charges	01/21/2022	01/21/2022	0.00	76.82
<a href="#">0736986-001</a>	Copy Plan Charge: W	01/21/2022	01/21/2022	0.00	44.26
<a href="#">0736987-001</a>	Total copy plan charge	01/21/2022	01/21/2022	0.00	80.00
<b>Vendor Number</b> <a href="#">00219</a>	<b>Vendor Name</b> FLOW-TECHNICS, INC	<b>Total Vendor Amount</b> 6,715.37			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200131</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">INV000009270</a>	<b>Description</b> Lift Station: WR (Cleveland Lift Station)	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 455.00
<a href="#">INV000009288</a>	Tertiary Building: WR (Repair Pump & Parts)	01/24/2022	01/24/2022	0.00	6,260.37
<b>Vendor Number</b> <a href="#">06609</a>	<b>Vendor Name</b> FRONTIER	<b>Total Vendor Amount</b> 1,132.71			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200132</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">011922</a>	<b>Description</b> Phone/Fax	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,132.71
<b>Vendor Number</b> <a href="#">07243</a>	<b>Vendor Name</b> FRONTIER NORTH INC	<b>Total Vendor Amount</b> 1,138.06			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200133</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">6103R953-S-22020</a>	<b>Description</b> Monthly Access Charges Colocation	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 01/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,138.06
<b>Vendor Number</b> <a href="#">08833</a>	<b>Vendor Name</b> GLOBALSTAR USA	<b>Total Vendor Amount</b> 88.34			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200134</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">000000026466673</a>	<b>Description</b> Orbit 100 monthly plan	<b>Payable Date</b> 01/16/2022	<b>Due Date</b> 01/16/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 88.34
<b>Vendor Number</b> <a href="#">01754</a>	<b>Vendor Name</b> GORDON FLESCH CO., INC	<b>Total Vendor Amount</b> 169.25			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200135</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">IN13603858</a>	<b>Description</b> Gordon Flesch Copy	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 01/25/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 169.25
<b>Vendor Number</b> <a href="#">01248</a>	<b>Vendor Name</b> GRAINGER, INC.	<b>Total Vendor Amount</b> 140.70			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200136</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">9186449394</a>	<b>Description</b> Biogas Bldg: WR (Heater Repair)	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 140.70
<b>Vendor Number</b> <a href="#">00493</a>	<b>Vendor Name</b> GROVERS SERVICES, LLC	<b>Total Vendor Amount</b> 5,840.00			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200137</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">012622</a>	<b>Description</b> Main Break Repair: Garfield Drive	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 800.00
<a href="#">013122</a>	tree trimming	01/31/2022	01/31/2022	0.00	5,040.00
<b>Vendor Number</b> <a href="#">00246</a>	<b>Vendor Name</b> HACH COMPANY	<b>Total Vendor Amount</b> 1,874.03			
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200138</a>	<b>Payment Date</b> 02/07/2022			
<b>Payable Number</b> <a href="#">12846769</a>	<b>Description</b> Lab: W (Operating Supplies)	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 785.40

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<a href="#">12847060</a>	Lab: W (Operating Supplies)	01/21/2022	01/21/2022	0.00	533.35
<a href="#">12850311</a>	Lab: W (Operating Supplies)	01/24/2022	01/24/2022	0.00	66.98
<a href="#">12852258</a>	Lab: W (Operating Supplies)	01/25/2022	01/25/2022	0.00	488.30
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">11029</a>	HACKBARTH TRUCK & EQUIPMENT LLC	1,922.13			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200139</a>	02/07/2022	1,922.13		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">130</a>	Unit 17 Brakes	01/12/2022	01/12/2022	0.00	862.13
<a href="#">135</a>	Unit 1	01/12/2022	01/12/2022	0.00	870.00
<a href="#">140</a>	Unit 23	01/20/2022	01/20/2022	0.00	190.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10698</a>	HELM SERVICE	3,360.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200140</a>	02/07/2022	3,360.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">69318</a>	Meters: W (Rochelle Foods-Insulation)	01/20/2022	01/20/2022	0.00	3,360.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">00837</a>	HIGBY, ERIC	80.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200141</a>	02/07/2022	80.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">011422</a>	Cel Phone Reimbursement - Higby	01/14/2022	01/14/2022	0.00	40.00
<a href="#">011422-2</a>	Cel Phone Reimbursement - Higby	01/14/2022	01/14/2022	0.00	40.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">06754</a>	HINCKLEY SPRINGS	254.71			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200142</a>	02/07/2022	254.71		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">10164186</a> <a href="#">011522</a>	Hinckley Water	01/15/2022	01/15/2022	0.00	254.71
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">01089</a>	HUB-REMSEN PRINT GROUP	2,811.56			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200143</a>	02/07/2022	2,811.56		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">6373</a>	Non-Highway Stickers	01/14/2022	01/14/2022	0.00	225.00
<a href="#">6404</a>	Trash collection / post card	01/14/2022	01/14/2022	0.00	1,491.56
<a href="#">6462</a>	Recycling stickers	01/27/2022	01/27/2022	0.00	1,095.00
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">10769</a>	IDEXX DISTRIBUTION, INC	262.64			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200144</a>	02/07/2022	262.64		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">3099509133</a>	Lab: W (Operating Supplies)	01/21/2022	01/21/2022	0.00	262.64
<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>			
<a href="#">00286</a>	IL MUNICIPAL UTILITIES ASSOC	425.00			
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check	<a href="#">200145</a>	02/07/2022	425.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<a href="#">21-12004</a>	December Safety training	01/24/2022	01/24/2022	0.00	425.00

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<b>Vendor Number</b> <a href="#">09762</a>	<b>Vendor Name</b> IL PUBLIC RISK FUND					<b>Total Vendor Amount</b> 21,414.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200146</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 21,414.00	
<b>Payable Number</b> <a href="#">75482</a>	<b>Description</b> Workers' Comp March 2022	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 21,414.00	
<b>Vendor Number</b> <a href="#">06186</a>	<b>Vendor Name</b> ILLINOIS OFFICE SUPPLY					<b>Total Vendor Amount</b> 2,303.66
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200147</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 2,303.66	
<b>Payable Number</b> <a href="#">59969</a>	<b>Description</b> Certification of Death Records	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 2,303.66	
<b>Vendor Number</b> <a href="#">01737</a>	<b>Vendor Name</b> INTERSTATE BATTERIES OF ROCKFORD					<b>Total Vendor Amount</b> 353.85
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200148</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 353.85	
<b>Payable Number</b> <a href="#">100280661</a>	<b>Description</b> Battery for Unit 19	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 353.85	
<b>Vendor Number</b> <a href="#">10384</a>	<b>Vendor Name</b> INTERSTATE BILLING SERVICE					<b>Total Vendor Amount</b> 3,405.76
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200149</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 3,405.76	
<b>Payable Number</b> <a href="#">3026141504</a>	<b>Description</b> Unit 20 repairs batteries/starter	<b>Payable Date</b> 01/06/2022	<b>Due Date</b> 01/06/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,048.16	
<b>Payable Number</b> <a href="#">3026314833</a>	<b>Description</b> Unit 1 and Unit 23	<b>Payable Date</b> 01/20/2022	<b>Due Date</b> 01/20/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 357.60	
<b>Vendor Number</b> <a href="#">04257</a>	<b>Vendor Name</b> ISC, INC					<b>Total Vendor Amount</b> 21,200.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200150</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 21,200.00	
<b>Payable Number</b> <a href="#">INVP0000000673</a>	<b>Description</b> impa control room services	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 21,200.00	
<b>Vendor Number</b> <a href="#">10983</a>	<b>Vendor Name</b> JACKSON, CANDICE					<b>Total Vendor Amount</b> 37.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200151</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 37.00	
<b>Payable Number</b> <a href="#">011122</a>	<b>Description</b> Candice Jackson Uniform Shirt	<b>Payable Date</b> 01/11/2022	<b>Due Date</b> 01/11/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 37.00	
<b>Vendor Number</b> <a href="#">05282</a>	<b>Vendor Name</b> JOHNSON TRACTOR					<b>Total Vendor Amount</b> 344.12
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200152</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 344.12	
<b>Payable Number</b> <a href="#">IR75753</a>	<b>Description</b> Unit 20 parts	<b>Payable Date</b> 01/18/2022	<b>Due Date</b> 01/18/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 180.90	
<b>Payable Number</b> <a href="#">IR75789</a>	<b>Description</b> Filter / kit	<b>Payable Date</b> 01/21/2022	<b>Due Date</b> 01/21/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 120.02	
<b>Payable Number</b> <a href="#">IR75889</a>	<b>Description</b> Starting fluid	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 01/28/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 43.20	
<b>Vendor Number</b> <a href="#">09444</a>	<b>Vendor Name</b> KALEEL'S CLOTHING					<b>Total Vendor Amount</b> 200.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200153</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 200.00	
<b>Payable Number</b> <a href="#">011722-17</a>	<b>Description</b> Work pants per IBEW for Brad	<b>Payable Date</b> 01/17/2022	<b>Due Date</b> 01/17/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 200.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">04181</a>	KALTENBACH, JOHN					380.92
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200154</a>			02/07/2022	380.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011422</a>	Kaltenback Reimbursement 401 Retirement	01/14/2022	01/14/2022	0.00	220.00	
<a href="#">012022</a>	Kaltenbach Postage Reimbursement	01/20/2022	01/20/2022	0.00	160.92	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03239</a>	LARGE CAR REBUILDERS, INC.					751.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200155</a>			02/07/2022	751.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">17295</a>	Unit 23 fender repair	01/17/2022	01/17/2022	0.00	569.50	
<a href="#">17301</a>	Decal Repair	01/21/2022	01/21/2022	0.00	181.85	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10773</a>	LEGAL SHIELD					390.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200156</a>			02/07/2022	390.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011522</a>	2021 Fraud IDES	01/15/2022	01/15/2022	0.00	390.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1013</a>	MCDONAGH DEMOLITION					67,500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200157</a>			02/07/2022	67,500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">22007.1</a>	Demolition of Hickory Grove	01/26/2022	01/26/2022	0.00	67,500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02727</a>	MENARDS - SYCAMORE					834.12
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200158</a>			02/07/2022	834.12	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">60879</a>	building supplies	01/20/2022	01/20/2022	0.00	834.12	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01726</a>	MIDWEST MAILWORKS, INC					5,366.81
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200159</a>			02/07/2022	5,366.81	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">013122</a>	Prepaid Postage	01/31/2022	01/31/2022	0.00	5,000.00	
<a href="#">234565</a>	Complete Mailroom	01/21/2022	01/21/2022	0.00	136.55	
<a href="#">234666</a>	Complete Mailroom	01/27/2022	01/27/2022	0.00	230.26	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10746</a>	MILOS, KRIS					89.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200160</a>			02/07/2022	89.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011422</a>	Work jeans per IBEW	01/14/2022	01/14/2022	0.00	89.98	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00028</a>	MODERN SHOE SHOP					188.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200161</a>			02/07/2022	188.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">013512</a>	Work Boots for Nate Timm	01/18/2022	01/18/2022	0.00	188.99	

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<b>Vendor Number</b> <a href="#">04021</a>	<b>Vendor Name</b> MORTON SALT					<b>Total Vendor Amount</b> 13,084.68
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200162</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 13,084.68	
<b>Payable Number</b> <a href="#">5402467804</a>	<b>Description</b> Snow removal supplies	<b>Payable Date</b> 12/29/2021	<b>Due Date</b> 12/29/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 9,247.49	
<a href="#">5402468832</a>	Snow removal supplies	12/30/2021	12/30/2021	0.00	3,837.19	
<b>Vendor Number</b> <a href="#">09077</a>	<b>Vendor Name</b> MULHOLLAND, JAY					<b>Total Vendor Amount</b> 314.24
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200163</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 314.24	
<b>Payable Number</b> <a href="#">011222</a>	<b>Description</b> Cel Phone Reimbursement - Mulholland	<b>Payable Date</b> 01/12/2022	<b>Due Date</b> 01/12/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 120.00	
<a href="#">020122</a>	Dumptruck Cylinder Replacement	02/01/2022	02/01/2022	0.00	194.24	
<b>Vendor Number</b> <a href="#">05715</a>	<b>Vendor Name</b> MUNICIPAL WELL & PUMP					<b>Total Vendor Amount</b> 3,747.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200164</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 3,747.00	
<b>Payable Number</b> <a href="#">18669</a>	<b>Description</b> Well 10 Maintenance	<b>Payable Date</b> 12/01/2021	<b>Due Date</b> 12/01/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 3,747.00	
<b>Vendor Number</b> <a href="#">06404</a>	<b>Vendor Name</b> NATIONAL ELEVATOR INSPECTION SERVICES					<b>Total Vendor Amount</b> 181.50
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200165</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 181.50	
<b>Payable Number</b> <a href="#">RI 22002338</a>	<b>Description</b> Annual elevator inspection and certification	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 01/25/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 181.50	
<b>Vendor Number</b> <a href="#">06302</a>	<b>Vendor Name</b> NORTH EAST MULTI-REGIONAL					<b>Total Vendor Amount</b> 1,900.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200166</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,900.00	
<b>Payable Number</b> <a href="#">297102</a>	<b>Description</b> New MTU yearly membership	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,900.00	
<b>Vendor Number</b> <a href="#">07379</a>	<b>Vendor Name</b> NORTHERN ILLINOIS DISPOSAL SVCS					<b>Total Vendor Amount</b> 189.65
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200167</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 189.65	
<b>Payable Number</b> <a href="#">21176880T086</a>	<b>Description</b> Johnson Tractor building garbage	<b>Payable Date</b> 02/01/2022	<b>Due Date</b> 02/01/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 189.65	
<b>Vendor Number</b> <a href="#">00442</a>	<b>Vendor Name</b> OMEGA PEST CONTROL, INC.					<b>Total Vendor Amount</b> 50.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200168</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 50.00	
<b>Payable Number</b> <a href="#">042837</a>	<b>Description</b> Pest control for the PD	<b>Payable Date</b> 01/26/2022	<b>Due Date</b> 01/26/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 50.00	
<b>Vendor Number</b> <a href="#">08923</a>	<b>Vendor Name</b> OWEN, TREVOR					<b>Total Vendor Amount</b> 159.38
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200169</a>			<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 159.38	
<b>Payable Number</b> <a href="#">123121</a>	<b>Description</b> Trevor Owen Boots Reimbursement	<b>Payable Date</b> 12/31/2021	<b>Due Date</b> 12/31/2021	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 159.38	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">05859</a>	P.F. PETTIBONE & CO.					14.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200170</a>			02/07/2022	14.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">181574</a>	401 Retirement Card	01/11/2022	01/11/2022	0.00	14.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1010</a>	PACE ANALYTICAL SERVICES, LLC					980.53
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200171</a>			02/07/2022	980.53	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">I9494006</a>	Lab: WR (NPDES Special Cond Permit)	12/22/2021	12/22/2021	0.00	761.64	
<a href="#">I9497800</a>	Lab: W (Outside Testing)	01/24/2022	01/24/2022	0.00	13.00	
<a href="#">I9498080</a>	Lab Outside Testing: WR	01/26/2022	01/26/2022	0.00	205.89	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09011</a>	PETERSON, JOHNSON & MURRAY					11,193.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200172</a>			02/07/2022	11,193.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">135668</a>	LEGAL SERVICES	01/21/2022	01/21/2022	0.00	4,788.00	
<a href="#">135669</a>	Legal Services - Water	01/21/2022	01/21/2022	0.00	382.50	
<a href="#">135670</a>	Legal Services - Electric	01/21/2022	01/21/2022	0.00	2,655.00	
<a href="#">135671</a>	Legal Services - Tech Center	01/21/2022	01/21/2022	0.00	180.00	
<a href="#">135672</a>	Legal Services - Airport	01/21/2022	01/21/2022	0.00	315.00	
<a href="#">135673</a>	Legal Services - Railroad	01/21/2022	01/21/2022	0.00	540.00	
<a href="#">135674</a>	Legal Services - Downtown TIF	01/21/2022	01/21/2022	0.00	1,327.50	
<a href="#">135675</a>	Legal Services - Northern Gateway TIF	01/21/2022	01/21/2022	0.00	540.00	
<a href="#">135676</a>	LEGAL SERVICES	01/21/2022	01/21/2022	0.00	465.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01817</a>	PETTY CASH - WATER/WATER REC					63.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200173</a>			02/07/2022	63.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">123021</a>	Lab: W (ice for samples & retirement Hawkins)	12/30/2021	12/30/2021	0.00	63.55	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09882</a>	PHILLIPS, VERONICA					2,300.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200174</a>			02/07/2022	2,300.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">865</a>	City Hall Cleaning	01/24/2022	01/24/2022	0.00	2,300.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01603</a>	PITNEY BOWES					503.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200175</a>			02/07/2022	503.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">012522</a>	Postage	01/25/2022	01/25/2022	0.00	503.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">INC1012</a>	QUARTZ INSURANCE					450.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200176</a>			02/07/2022	450.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">012122</a>	Refund of Overpayment	01/21/2022	01/21/2022	0.00	450.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08908</a>	R&R PRODUCTS, INC.					2,854.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200177</a>			02/07/2022	2,854.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">CD2629094</a>	11 blade reel	01/05/2022	01/05/2022	0.00	775.95	
<a href="#">CD2629283</a>	11 blade reel	01/05/2022	01/05/2022	0.00	1,446.60	
<a href="#">CD2631377</a>	Bedknife	01/13/2022	01/13/2022	0.00	132.60	
<a href="#">CD2632927</a>	Bushings, Bed bars	01/19/2022	01/19/2022	0.00	499.35	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01642</a>	RAY O'HERRON CO. INC					158.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200178</a>			02/07/2022	158.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2167088</a>	Boots-Bill Haan	01/07/2022	01/07/2022	0.00	158.15	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00496</a>	RK DIXON CO.					475.23
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200179</a>			02/07/2022	475.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">IN3259858</a>	RK Dixon Contract	01/10/2022	01/10/2022	0.00	212.33	
<a href="#">IN3274047</a>	City Hall Copier	01/18/2022	01/18/2022	0.00	165.30	
<a href="#">IN3300812</a>	RK Dixon Contract	01/26/2022	01/26/2022	0.00	97.60	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">04469</a>	ROCHELLE FIRE PENSION FUND					13,672.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200180</a>			02/07/2022	13,672.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">012722</a>	50% Video Gaming Tax Transfer	01/27/2022	01/27/2022	0.00	13,672.74	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00506</a>	ROCHELLE IL CHAMBER OF COMMERCE					1,270.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200181</a>			02/07/2022	1,270.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">8188</a>	Play Day Lunch Sponsor	01/26/2022	01/26/2022	0.00	1,000.00	
<a href="#">8189</a>	Lucky Hub Dash Registrations	01/26/2022	01/26/2022	0.00	270.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02241</a>	ROCHELLE JANITORIAL SUPPLY					523.18
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200182</a>			02/07/2022	523.18	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011122-13</a>	Janitorial Supplies: W	01/14/2022	01/14/2022	0.00	343.97	
<a href="#">012622-1</a>	Cleaning Supplies	01/26/2022	01/26/2022	0.00	57.24	
<a href="#">020122-1</a>	City Hall Janitorial Supplies	02/01/2022	02/01/2022	0.00	121.97	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00596</a>	ROCHELLE MUNICIPAL UTILITIES					72,162.29
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200183</a>			02/07/2022	72,162.29	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">020322</a>	Utilities	02/03/2022	02/03/2022	0.00	72,162.29	

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<b>Vendor Number</b> <a href="#">04470</a>	<b>Vendor Name</b> ROCHELLE POLICE PENSION FUND					<b>Total Vendor Amount</b> 13,672.74
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200184</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 13,672.74
<b>Payable Number</b> <a href="#">012722</a>	<b>Description</b> 50% Video Gaming Tax Transfer	<b>Payable Date</b> 01/27/2022	<b>Due Date</b> 01/27/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 13,672.74	
<b>Vendor Number</b> <a href="#">02987</a>	<b>Vendor Name</b> ROCHELLE ROTARY CLUB					<b>Total Vendor Amount</b> 206.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200185</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 206.00
<b>Payable Number</b> <a href="#">2021 1421</a>	<b>Description</b> Rotary Dues	<b>Payable Date</b> 01/19/2022	<b>Due Date</b> 01/19/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 206.00	
<b>Vendor Number</b> <a href="#">00918</a>	<b>Vendor Name</b> ROCKFORD RIGGING, INC					<b>Total Vendor Amount</b> 465.05
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200186</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 465.05
<b>Payable Number</b> <a href="#">0578629-IN</a>	<b>Description</b> Safety supplies harness	<b>Payable Date</b> 01/29/2022	<b>Due Date</b> 01/29/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 465.05	
<b>Vendor Number</b> <a href="#">11047</a>	<b>Vendor Name</b> ROSS ELECTRIC, INC.					<b>Total Vendor Amount</b> 1,295.70
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200187</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,295.70
<b>Payable Number</b> <a href="#">27806</a>	<b>Description</b> Installation of emergency switches for boiler cert	<b>Payable Date</b> 02/02/2022	<b>Due Date</b> 02/02/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,295.70	
<b>Vendor Number</b> <a href="#">05512</a>	<b>Vendor Name</b> ROY'S TRANSFER, INC.					<b>Total Vendor Amount</b> 325.00
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200188</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 325.00
<b>Payable Number</b> <a href="#">236</a>	<b>Description</b> Hauling recycling to ogle county	<b>Payable Date</b> 01/31/2022	<b>Due Date</b> 01/31/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 325.00	
<b>Vendor Number</b> <a href="#">00845</a>	<b>Vendor Name</b> SAFETY-KLEEN SYSTEMS INC					<b>Total Vendor Amount</b> 274.13
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200189</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 274.13
<b>Payable Number</b> <a href="#">87943885</a>	<b>Description</b> 30G PARTS WASHER SERVICE - SOLVENT	<b>Payable Date</b> 01/14/2022	<b>Due Date</b> 01/14/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 274.13	
<b>Vendor Number</b> <a href="#">07322</a>	<b>Vendor Name</b> SERVICE CONCEPTS, INC.					<b>Total Vendor Amount</b> 1,694.27
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200190</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,694.27
<b>Payable Number</b> <a href="#">28766</a>	<b>Description</b> HVAC Maintenance	<b>Payable Date</b> 01/25/2022	<b>Due Date</b> 01/25/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,694.27	
<b>Vendor Number</b> <a href="#">02258</a>	<b>Vendor Name</b> SHERWIN-WILLIAMS CO.					<b>Total Vendor Amount</b> 1,188.76
<b>Payment Type</b> Check	<b>Payment Number</b> <a href="#">200191</a>				<b>Payment Date</b> 02/07/2022	<b>Payment Amount</b> 1,188.76
<b>Payable Number</b> <a href="#">7343-8</a>	<b>Description</b> Graco parts for paint machine for street marking	<b>Payable Date</b> 01/28/2022	<b>Due Date</b> 01/28/2022	<b>Discount Amount</b> 0.00	<b>Payable Amount</b> 1,188.76	



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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">03485</a>	SMITH, CHESTER					142.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200192</a>			02/07/2022	142.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011921</a>	Chet Smith Duty Boots	01/19/2022	01/19/2022	0.00	142.30	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09833</a>	STAPLES BUSINESS CREDIT					522.34
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200193</a>			02/07/2022	522.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">7347454578-0-1</a>	Staples Misc Office Supplies	01/06/2022	01/06/2022	0.00	78.76	
<a href="#">7347454578-1-1</a>	Staples Credit	01/13/2022	01/13/2022	0.00	-9.01	
<a href="#">7347458974-0-1</a>	Office supplies	01/06/2022	01/06/2022	0.00	274.16	
<a href="#">7347509396-0-1</a>	Staples Misc Office Supplies	01/06/2022	01/06/2022	0.00	55.98	
<a href="#">7348680732-0-1</a>	Staples Misc Office	01/24/2022	01/24/2022	0.00	38.97	
<a href="#">7349018908-0-1</a>	City Hall Chair	01/27/2022	01/27/2022	0.00	57.19	
<a href="#">7349107799-0-1</a>	Misc. Office Supplies	01/28/2022	01/28/2022	0.00	26.29	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10414</a>	TIMM, NATHAN					64.93
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200194</a>			02/07/2022	64.93	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">011822</a>	Reimbursement for work jeans per IBEW	01/18/2022	01/18/2022	0.00	64.93	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00991</a>	USA BLUEBOOK					548.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200195</a>			02/07/2022	548.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">855092</a>	Lab: W (Hach Phosphate Standard 1 ppm Solution)	01/24/2022	01/24/2022	0.00	489.89	
<a href="#">861393</a>	Lab: WR	01/28/2022	01/28/2022	0.00	58.46	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">09028</a>	VERIZON CONNECT NWF, INC.					339.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200196</a>			02/07/2022	339.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">OSV000002648769</a>	Verizon GPS Tracking	01/01/2022	01/01/2022	0.00	226.66	
<a href="#">OSV000002650704</a>	Fleet tracking	01/01/2022	01/01/2022	0.00	113.33	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">01104</a>	VERIZON WIRELESS					4,279.49
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200197</a>			02/07/2022	4,279.49	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">9897371146</a>	Cellphones and iPads	01/15/2022	01/15/2022	0.00	4,279.49	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">02643</a>	VFW POST #3878					97.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<a href="#">200199</a>			02/07/2022	97.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">12622</a>	new flags	01/26/2022	01/26/2022	0.00	97.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00635</a>	VIKING CHEMICAL COMPANY					1,902.10
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200200</a>	02/07/2022	1,902.10			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">123397</a>	Chemicals: Well #10	01/26/2022	01/26/2022	0.00	685.45	
<a href="#">123398</a>	Chemicals: Well #11	01/26/2022	01/26/2022	0.00	799.70	
<a href="#">123399</a>	Container Credit: W	01/26/2022	01/26/2022	0.00	-90.00	
<a href="#">123400</a>	Chemicals: Well #12	01/26/2022	01/26/2022	0.00	506.95	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00663</a>	WESCO RECEIVABLES CORP					2,470.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200201</a>	02/07/2022	2,470.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">199704</a>	metering supplies	01/19/2022	01/19/2022	0.00	494.00	
<a href="#">214575</a>	metering supplies	01/25/2022	01/25/2022	0.00	1,976.00	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10553</a>	WEX BANK					7,812.18
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200202</a>	02/07/2022	7,812.18			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">JAN22-ADMIN</a>	Transaction Fee Credit	01/23/2022	01/23/2022	0.00	-136.71	
<a href="#">JAN22-COMMDEV</a>	Gas	01/23/2022	01/23/2022	0.00	87.75	
<a href="#">JAN22-DIST</a>	Vehicle gas	01/23/2022	01/23/2022	0.00	1,699.30	
<a href="#">JAN22-ENGINEERING</a>	fuel	01/23/2022	01/23/2022	0.00	63.53	
<a href="#">JAN22-GENERATION</a>	fuel	01/23/2022	01/23/2022	0.00	87.38	
<a href="#">JAN22-POLICE</a>	Wex Fuel for Squads	01/23/2022	01/23/2022	0.00	4,481.31	
<a href="#">JAN22-STREET</a>	Fuel for cemetery truck	01/23/2022	01/23/2022	0.00	189.13	
<a href="#">JAN22-WATER</a>	Fuel: Water	01/23/2022	01/23/2022	0.00	548.10	
<a href="#">JAN22-WATERREC</a>	Fuel: Water Reclamation	01/23/2022	01/23/2022	0.00	792.39	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">10385</a>	WHITTAKER CONSTRUCTION & EXCAVATING					1,020,946.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200203</a>	02/07/2022	1,020,946.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">2031K004-Pay Est 8</a>	Ritchie Rd substation	12/31/2021	12/31/2021	0.00	1,020,946.50	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">00828</a>	WILLETT, HOFMANN & ASSOC., INC					14,785.10
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200204</a>	02/07/2022	14,785.10			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">30742</a>	Meadowbrook Phase III WH Invoice #30742	01/22/2022	01/22/2022	0.00	8,190.00	
<a href="#">30849</a>	Engineering Services - RR Park	01/28/2022	01/28/2022	0.00	6,595.10	
Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">06846</a>	WILLIAM CHARLES ELECTRIC					4,900.63
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200205</a>	02/07/2022	4,900.63			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">8216300-01</a>	Conflict monitor testing at 14 intersections	01/20/2022	01/20/2022	0.00	3,575.00	
<a href="#">8226029-01</a>	Rt. 38 & Caron In red flash	01/20/2022	01/20/2022	0.00	956.13	
<a href="#">8226032-01</a>	Rt. 251 & 38 In red flash	01/28/2022	01/28/2022	0.00	369.50	

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Vendor Number	Vendor Name					Total Vendor Amount
<a href="#">08186</a>	WOW TOYZ					1,106.19
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<a href="#">200206</a>	02/07/2022	1,106.19			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<a href="#">75141</a>	RR Park Merchandise	01/11/2022	01/11/2022	0.00	1,106.19	

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	196	104	0.00	1,400,485.90
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Packet Totals:		196	105	0.00	1,400,485.90

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-1,400,485.90
Packet Totals:		-1,400,485.90

**RESOLUTION REGARDING THE RELEASE  
OF EXECUTIVE SESSION MINUTES**

**WHEREAS**, The City Council of the City of Rochelle, Illinois has met from time to time in executive session for purposes authorized by the Illinois Open Meetings Act; and

**WHEREAS**, pursuant to the requirements of 5 ILCS 120/2.06(c), the City Council has met in closed session to review all closed session minutes; and

**WHEREAS**, the City Council has determined that the minutes of the closed session meetings attached hereto as Exhibit A no longer require confidential treatment and should be made available for public inspection; and

**WHEREAS**, the City Council has determined that the minutes of the closed session meetings attached hereto as Exhibit B still require confidential treatment and will not be made available for public inspection.

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

Section 1. The executive session minutes from those meetings set forth on Exhibit A attached hereto are hereby approved and released.

Section 2. The City Clerk is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the Clerk's office.

Section 3. Pursuant to Section 2.06(c) of the Open Meetings Act, the Clerk is further authorized to destroy the verbatim records (audio recording tapes) of all Closed Meetings that have occurred more than eighteen (18) months from the date of this Resolution, this Council having approved written Minutes of all such meetings.

Section 4. This resolution shall be in full force and effect from and after its passage and approval according to law.

PRESENTED, PASSED AND APPROVED this 14<sup>th</sup> day of February 2022.

ATTEST:

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

By: \_\_\_\_\_  
Mayor

Exhibit A

Executive Session Minutes to release:

Executive Minutes to remain confidential:

8/26/13	12/9/19
4/28/14	1/13/20
8/11/14	2/10/20
8/25/14	3/9/20
9/22/14	7/13/20
5/11/15	8/24/20
7/27/15	9/28/20
8/24/15	11/9/20
4/11/16	1/11/21
4/25/16	3/8/2021
7/11/16	5/10/2021
9/26/16	5/24/2021
10/11/16	6/14/2021
12/27/16	8/9/2021
2/9/17	8/23/2021
3/13/17	9/27/2021
5/8/17	10/12/2021
6/12/17	10/25/2021
6/26/17	11/8/2021
8/14/17	
11/13/17	
1/8/18	
2/26/18	
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5/29/18	
6/25/18	
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11/13/18	
12/10/18	
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2/25/19	
5/13/19	
6/10/19	
6/24/19	
7/8/19	
7/22/19	
9/9/19	
10/15/19	
10/28/19	
11/12/19	



**RESOLUTION NO:** \_\_\_\_\_

**ESTABLISHING THE OFFICIAL ZONING MAP FOR CALENDAR YEAR 2021**

**WHEREAS**, 65 ILCS 5/11-13-19 provides that the corporate authorities of a municipality shall cause to be published the “OFFICIAL ZONING MAP” for such municipality, and;

**WHEREAS**, such map shall show the existing zoning uses, restrictions, regulations and classifications of such municipality for the preceding calendar year and shall be published not later than March 31<sup>st</sup> of each year, and;

**WHEREAS**, the corporate authorities may charge a fee to any person desiring a copy of such a map to defray the cost of publication of the official zoning map, and;

**WHEREAS**, the official zoning map shall contain a certification which identifies it as such. Said certification shall be as follows:

“I hereby certify that this is the “OFFICIAL ZONING MAP” for the City of Rochelle, Illinois as of December 31, 2021. Published by direction of the Council of said City this 14<sup>th</sup> day of February 2022.

**WHEREAS**, the official zoning map shall be identified by the signature of the Mayor and attested to by the City Clerk and bear the Seal of the City together with the effective date of this resolution.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Rochelle that City of Rochelle, Illinois has caused to be published the “Official Zoning Map” for calendar year 2021.

**THEREFORE BE IT FURTHER RESOLVED** the Mayor is hereby authorized to sign and certify said “OFFICIAL ZONING MAP”.

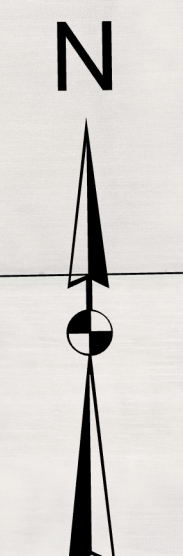
Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstain: \_\_\_\_\_

PASSED AND APPROVED this 14th day of February, 2022.

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



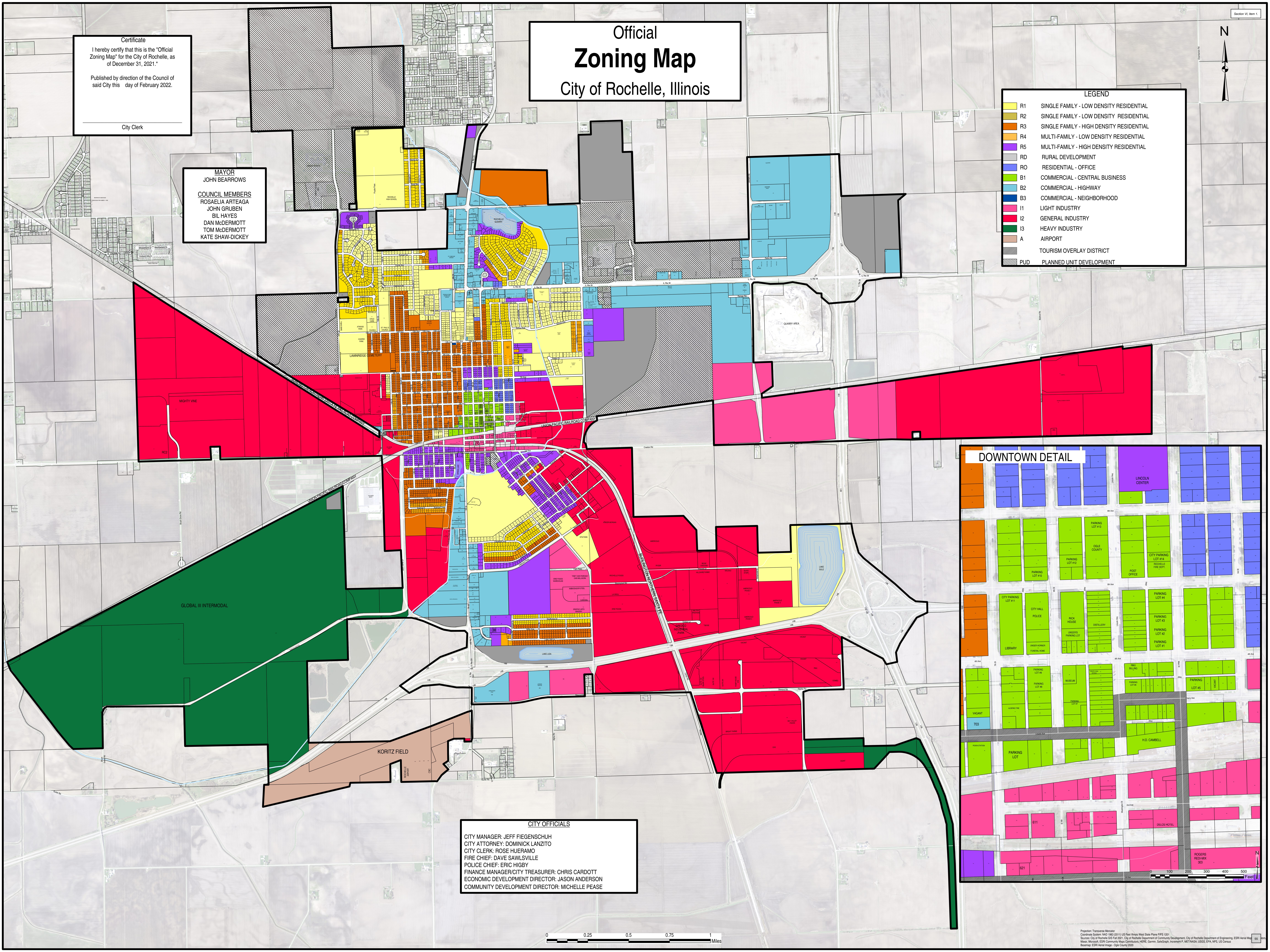


# Official Zoning Map City of Rochelle, Illinois

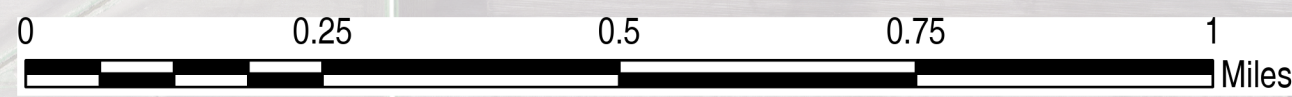
**Certificate**  
I hereby certify that this is the "Official Zoning Map" for the City of Rochelle, as of December 31, 2021.  
  
Published by direction of the Council of said City this      day of February 2022.  
  
\_\_\_\_\_  
City Clerk

**MAYOR**  
JOHN BEARROWS  
  
**COUNCIL MEMBERS**  
ROSAELIA ARTEAGA  
JOHN GRUBEN  
BIL HAYES  
DAN McDERMOTT  
TOM McDERMOTT  
KATE SHAW-DICKEY

LEGEND	
	R1 SINGLE FAMILY - LOW DENSITY RESIDENTIAL
	R2 SINGLE FAMILY - LOW DENSITY RESIDENTIAL
	R3 SINGLE FAMILY - HIGH DENSITY RESIDENTIAL
	R4 MULTI-FAMILY - LOW DENSITY RESIDENTIAL
	R5 MULTI-FAMILY - HIGH DENSITY RESIDENTIAL
	RD RURAL DEVELOPMENT
	RO RESIDENTIAL - OFFICE
	B1 COMMERCIAL - CENTRAL BUSINESS
	B2 COMMERCIAL - HIGHWAY
	B3 COMMERCIAL - NEIGHBORHOOD
	I1 LIGHT INDUSTRY
	I2 GENERAL INDUSTRY
	I3 HEAVY INDUSTRY
	A AIRPORT
	TOURISM OVERLAY DISTRICT
	PUD PLANNED UNIT DEVELOPMENT



**CITY OFFICIALS**  
CITY MANAGER: JEFF FIEGENSCHUH  
CITY ATTORNEY: DOMINICK LANZITO  
CITY CLERK: ROSE HUERAMO  
FIRE CHIEF: DAVE SAWLSVILLE  
POLICE CHIEF: ERIC HIGBY  
FINANCE MANAGER/CITY TREASURER: CHRIS CARDOTT  
ECONOMIC DEVELOPMENT DIRECTOR: JASON ANDERSON  
COMMUNITY DEVELOPMENT DIRECTOR: MICHELLE PEASE





## Report Criteria:

Computed checks included  
Manual checks included  
Supplemental checks included  
Termination checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
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02/06/2022	PC	02/11/2022	520092	BEERY, RYAN T	340		91-00-13011	1,846.44-
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02/06/2022	PC	02/11/2022	520095	FRANKENBERRY, PHILLIP C	30		91-00-13011	2,163.36-
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02/06/2022	PC	02/11/2022	520098	HIGBY, ERIC M	105		91-00-13011	2,439.67-
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02/06/2022	PC	02/11/2022	520113	WITTENBERG, MATTHEW E	282		91-00-13011	2,130.21-
02/06/2022	PC	02/11/2022	520114	YOUNG, ABBY	489		91-00-13011	1,378.57-
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02/06/2022	PC	02/11/2022	520213	ROGERS, JESSICA E	530		91-00-13011	1,836.73-
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02/06/2022	PC	02/11/2022	520215	ANDERSON, JASON T	296		91-00-13011	3,449.75-
02/06/2022	PC	02/11/2022	520216	FRIDAY, MARGARET F	297		91-00-13011	2,401.95-
02/06/2022	PC	02/11/2022	520217	City of Rochelle	9017		91-00-13011	4,217.56-
02/06/2022	PC	02/11/2022	520218	City of Rochelle	9018		91-00-13011	6,672.06-
02/06/2022	PC	02/11/2022	520219	First National Bank of Rochell	9014		91-00-13011	4,100.58-
02/06/2022	PC	02/11/2022	520220	First National Bank of Rochell	9015		91-00-13011	192.30-
02/06/2022	PC	02/11/2022	520221	POLICE SOCIAL FUND	9009		91-00-13011	120.00-
02/06/2022	PC	02/11/2022	520222	Rochelle Fire Fighters Assoc.	9001		91-00-13011	270.00-
02/06/2022	PC	02/11/2022	520223	Rochelle Fire Fighters Assoc.	9034		91-00-13011	90.00-
02/06/2022	PC	02/11/2022	520224	WEEKS, JOYCE L	401		91-00-13011	399.87-
Grand Totals:			149					272,552.87-

## Report Criteria:

Computed checks included  
 Manual checks included  
 Supplemental checks included  
 Termination checks included

**File Attachments for Item:**

2. Resolution Authorizing the Retention of Fehr Graham for Professional Services Related to Well Number 8

## ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Resolution authorizing the retention of Fehr Graham for professional services related to well number 8.

**Staff Contact:** Adam Lanning

**Summary:**

Well 8 located on Caron Rd. was drilled and developed in the 1960's to provide water to a growing industrial area of town. Currently the well house is a single room metal panel building approximately 300 ft<sup>2</sup>. Since the 1990's the well has only been used as a backup due to elevated levels of iron in the water. Over many years, Rochelle has been planning to build an iron removal plant since this well is centrally located in the industrialized area of town and is a high capacity well (1800 gpm). We would like to construct an iron removal pressure filter plant with the accommodation to remove radium if that ever becomes a problem. We would use the hydrous manganese oxide (HMO) method for radium removal along with liquid chlorine to eliminate the risk of housing gaseous chlorine. Upon completion, this well could be put online and help us to avoid drilling and developing another well in which we don't know the long term water quality needs. As stated, currently the well is unusable other than serving as a backup supply due to the elevated level of iron.

RMU advertised a request for qualifications regarding design services, we conducted site visits and evaluated both firms that submitted a statement of qualification. It is of our opinion that Fehr Graham retains the proper background and level of technical understanding for such a project. We are currently pursuing an EDA grant to help fund this project and any remaining cash needs will be funded through the SRF loan program with the Illinois EPA. The EDA grant should fund up to 50% of the project and through the SRF loan program we expect a max of \$400,000 in principle forgiveness. In addition, a rate study is currently underway and as part we will estimate the cost impact of this project on each customer class. The most current engineers cost estimate for the plant is \$4.6 million.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
SRF Loan	\$450,000	\$430,000

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

**Recommendation:** Resolution authorizing the retention of Fehr Graham for professional services related to well number 8.

## Well 10 Original Equipment





## Well 10 Original Building



## Well 10 New Building



## Well 4 Original Building





# Well 4 New Building



# Original Well 11



## New Well 11

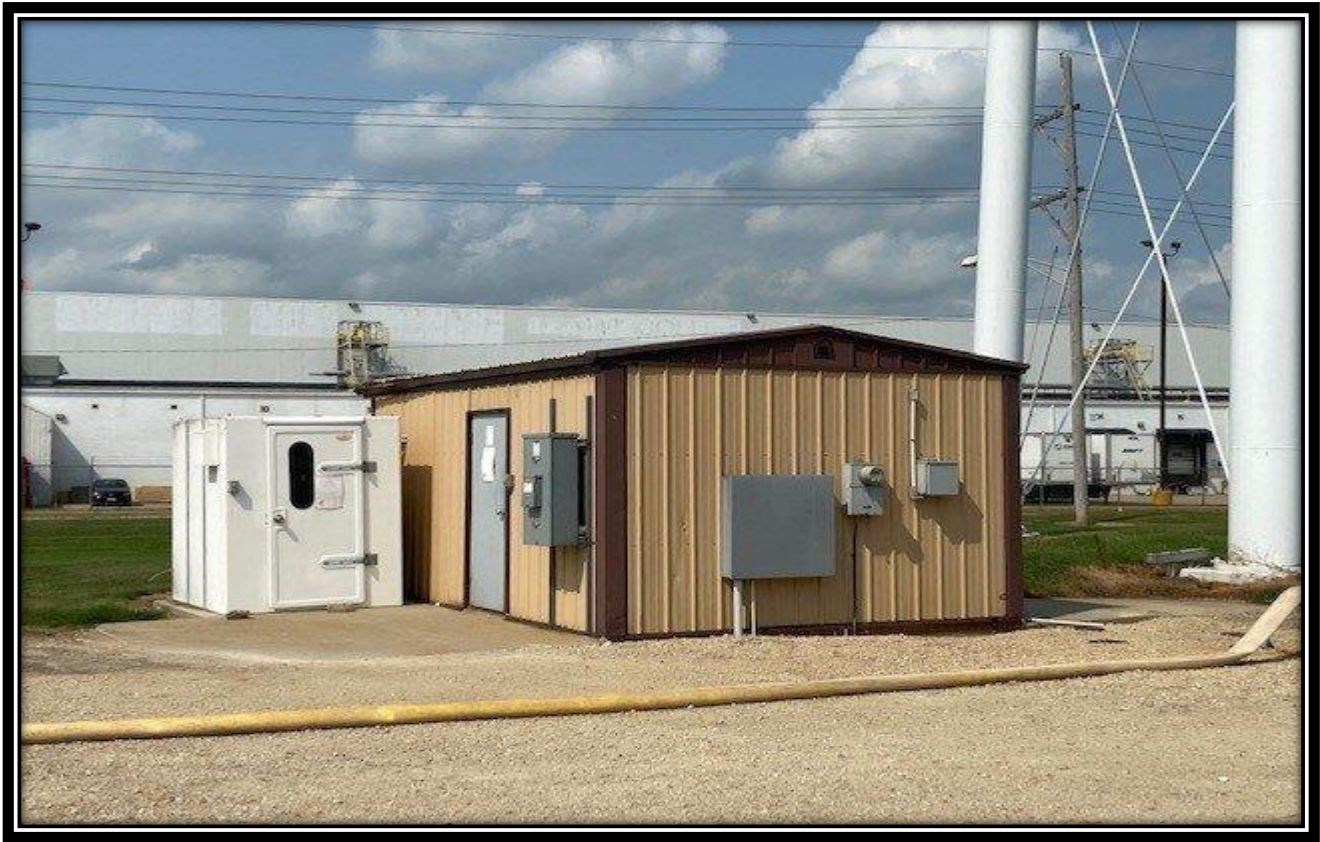




# Well 12



## Well 8





# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

February 2, 2022

Mr. Adam Lanning  
Rochelle Municipal Utilities  
333 Lincoln Highway  
Rochelle, IL 61068

**Re: Proposal for Professional Services  
Well 8 – Proposed Treatment Facility**

Dear Mr. Lanning,

Fehr Graham is pleased to provide you with this proposal for Professional Services. Based upon our prior conversations, we understand that this project will consist of upgrades/improvements to the existing RMU Well 8 facilities as identified below. It is our understanding that as part of the design process, the City wishes to pursue a low-interest loan from the IEPA Revolving Loan Fund to finance the improvements. Please see the following scope of services provided as part of this proposal.

## SCOPE OF SERVICES

### IEPA Revolving Loan Application

A formal revolving loan application must also be prepared and submitted to the IEPA Financial Section and ultimately approved. This application includes various documentation that involves, but is not limited to, approved local resolutions/ordinances, financial data, environmental studies and reviews, and legal review and opinion. The end result of this application will be an approved loan commitment from the IEPA for the new Well 8 Treatment Facility.

### Preliminary and Final Design Phase(s)

The project will include a full demolition of the chemical treatment facility. Well 8 improvements include the installation of a new pitless adapter, review of any necessary well pump improvements due to additional head added by the proposed treatment equipment, and a new raw water main will be extended to the new water treatment facility. The new well house will include standard chemical treatment rooms, complete with chlorine, fluoride and polyphosphate injections as well as at least one horizontal pressure filter with pre-chlorination treatment that will oxidize and ultimately remove iron from the raw water. While radium levels are below the MCL, provisions will be made for Hydrous Manganese Oxide (HMO) filtration if HMO operations are needed to treat radium in the future. RMU has indicated that the HMO equipment (less the chemical pumps) be included as part of the project so it can be a seamless transition when radium removal from the raw water is required.

Notable items to be included in the water treatment building design plans are:

- New sanitary sewer and connection to accommodate backwash facilities
- Iron removal treatment equipment

February 2, 2022

Mr. Adam Lanning, Rochelle Municipal Utilities

Well No. 8 Proposal

Page 2

- Full design of the structural, mechanical, electrical, lighting, HVAC, and plumbing components
- SCADA upgrades
- Filter and chemical feed controls
- New asphalt driveway and related site improvements
- Site drainage improvements related to new building addition
- Soil borings and geotechnical investigations

Fehr Graham will facilitate the preparation of plans and relevant permit applications to be submitted to the Illinois Environmental Protection Agency (IEPA) and the City of Rochelle building department for review and permit approval for the various water system and sanitary sewer improvements. All engineering drawings and project specifications will be prepared in accordance with general practice and in conformance with the State of Illinois and the City of Rochelle requirements. Said documents will be provided in hard copy only unless otherwise agreed upon. A Professional Engineer's Seal will be affixed on the drawings and signed in accordance with the State of Illinois Department of Professional Regulation requirements.

#### **Bidding and Negotiating Phase**

Fehr Graham will solicit bids on behalf of the City for the construction work associated with this project. Request for bids will be advertised locally and online. Fehr Graham will prepare a tabulation of bids form and make recommendations to the City for award of the project. As this is expected to be funded through the IEPA loan program, the City will first issue a Notice of Intent to award followed up by the actual Notice of Award once IEPA has completed a review of the bid documents. Upon award to a qualified contractor, Fehr Graham will complete contract documents and facilitate execution of those documents with the contractor and the City. Executed contract documents will be delivered to your office. This process generally takes somewhere between 60-90 days.

#### **Construction Phase**

Fehr Graham will provide RMU with the following, limited services during construction:

- **Part time** construction observation services (estimated 300 hours over a 12-month construction period)
- Scheduling and attendance for pre-construction meeting
- Regular attendance at construction progress meetings
- Documentation of contract quantities and documentation of means/methods by contractor during construction
- IEPA Loan Administration Services - Fehr Graham will prepare required documents for payment disbursements to reimburse the City for engineering and construction costs. Upon completion of construction, Fehr Graham will complete final disbursement paperwork and all other close out documents to finalize the IEPA loan.
- Shop Drawing Review
- AIS Compliance Tracking
- Pay estimates and IEPA Loan Disbursement Requests
- As-built drawings
- Operations support during start up

February 2, 2022  
Mr. Adam Lanning, Rochelle Municipal Utilities  
Well No. 8 Proposal  
Page 3

- Facilitation and disbursement of O&M manuals, other technical warranty documents
- Punch list, final close out

**EXCLUSIONS**

The following items are not included in the scope of services proposed here within:

- Preparation of easements and/or right-of-way documents that may be necessary to complete the project
- EDA Grant application/administration services
- Economic and environmental studies
- Floodplain management and FEMA, IDNR, or other permits, as required
- Services related to wetland mitigation plans
- Archeological investigations and studies
- Permit fees
- Drain tile investigation

Any of the above services can be performed as an additional cost to the project.

**SCHEDULE**

Fehr Graham can initiate this project immediately to enable sufficient time for the preparation of all the necessary documents for the IEPA loan applications. The intent is to permit and bid all components in fall/winter of 2022 so an official IEPA loan can be secured by spring of 2023. Construction to follow and commence in 2023.

**FEES**

Based upon the information available at this time, we are prepared to complete the scope of work as detailed above in accordance with the following lump sum fee schedule:

IEPA Revolving Loan Application	\$ 15,000
Well No. 8 Engineering Plans, Specifications, Bid Documents Preliminary and Final Design Phases	\$ 310,000
Bidding and Negotiating Phase	\$15,000
Construction Phase	\$90,000
Total Lump Sum Fee	\$ 430,000


**AUTHORIZATION**

I trust that the information we have provided is in line with your expectations. Should you like for us to proceed with this project, please contact me and we will prepare the appropriate contract documents for your consideration.

February 2, 2022  
Mr. Adam Lanning, Rochelle Municipal Utilities  
Well No. 8 Proposal  
Page 4

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We are looking forward to working with you on this project.

Respectfully submitted,



Jason T. Stoll, PE  
Principal/Branch Manager

JTS:kmd

Enclosure  
Attachment A

N:\Proposals\2021\Jason Stoll\RMU\SOQ\_Well 8 New Well House & Iron Treatment Plant Consulting & Engineering Services\Fee  
Proposal\RMU-Well 8-Proposal-2022-02-02.docx

## Attachment A

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

### AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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(202) 347-7474  
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Attachment A  
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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 2, 2022 ("Effective Date") between  
City of Rochelle ("Owner") and  
Fehr Graham and Associates LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Water Treatment Facility at Well 8 ("Project").

Other terms used in this Agreement are defined in Article 7.  
Engineer's services under this Agreement are generally identified as follows:

Preliminary design, final design, bidding and negotiation, and construction services.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or



3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### ~~5.02 *Designing to Construction Cost Limit*~~

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar

circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to approval by Owner. Such approval by Owner shall not be unreasonably delayed or withheld.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, ~~unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.~~

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

## 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

### C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

**D. Payments Upon Termination:**

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

**6.07 Controlling Law**

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

~~{Note to user: if necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a u.s. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.}~~

**6.08 Successors, Assigns, and Beneficiaries**

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.



C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants in performing their duties defined herein with the appropriate reasonable standard of care. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. *Indemnification by Owner:* Owner shall indemnify, defend and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### ARTICLE 7 – DEFINITIONS

#### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used~~
- ~~E. Exhibit E, Notice of Acceptability of Work. Not Used.~~

~~F. Exhibit F, Construction Cost Limit. Not Used.~~

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

~~J. Exhibit J, Special Provisions. Not Used.~~

K. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

#### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.



**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

<b>Owner:</b> <u>City of Rochelle</u>  <b>By:</b> _____ <b>Print name:</b> _____ <b>Title:</b> _____ <b>Date Signed:</b> _____	<b>Engineer:</b> <u>Fehr Graham and Associates LLC</u>  <b>By:</b> _____ <b>Print name:</b> <u>Jason T. Stoll, PE</u> <b>Title:</b> <u>Principal/Branch Manager</u> <b>Date Signed:</b> _____  <b>Engineer License or Firm's Certificate No. (if required):</b> <u>184.003525</u> <b>State of:</b> <u>Illinois</u>
<b>Address for Owner's receipt of notices:</b> <u>Rochelle Municipal Utilities</u> <u>333 Lincoln Highway</u> <u>Rochelle, IL 61068</u> <b>Designated Representative (Paragraph 8.03.A):</b> <u>Adam Lanning</u> <b>Title:</b> <u>Superintendent of Water/Wastewater</u> <b>Phone Number:</b> <u>815.562.4155</u> <b>E-Mail Address:</b> <u>alanning@rmu.net</u>	<b>Address for Engineer's receipt of notices:</b> <u>Fehr Graham</u> <u>515 Lincoln Highway</u> <u>Rochelle, IL 61068</u> <b>Designated Representative (Paragraph 8.03.A):</b> <u>Brenda Metzger</u> <b>Title:</b> <u>Project Coordinator</u> <b>Phone Number:</b> <u>815.562.9087</u> <b>E-Mail Address:</b> <u>bmetzger@fehr-graham.com</u>

This is EXHIBIT A, consisting of 17 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### ~~A1.01—Study and Report Phase~~

##### A. Engineer shall:

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
  - ~~a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:~~
  - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
  - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- ~~2. Identify potential solution(s) to meet Owner's Project requirements, as needed.~~
- ~~3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.~~
- ~~4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.~~
- ~~5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.~~

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#### Exhibit A – Engineer's Services

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- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:  
[ ]~~
- ~~15. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and~~

## Exhibit A – Engineer's Services

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~~any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.~~

- B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

#### A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

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#### Exhibit A – Engineer's Services

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
  - a. Engineer will incorporate all Preliminary Design Phase documents, including the opinion of probable Construction Cost, into a Preliminary Design Package, which shall represent the sole Preliminary Design Phase deliverable.
  - b. Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Public Water Supply Revolving Loan.
10. Furnish three (3) electronic review copies of the Preliminary Design ~~Memo-Phase documents and opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables~~ to Owner within (90) days of authorization to proceed with this phase, and review them with Owner. Within (15) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) electronic copies of the revised Preliminary Design ~~Memo-Phase documents, revised opinion of probable Construction Cost, and any other deliverables~~ within (10) days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents and revised opinion of probable Construction Cost, ~~and any other Preliminary Design Phase deliverables.~~

#### A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

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1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents ~~(or requests for proposals or other construction procurement documents)~~, based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
  - a. Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Public Water Supply Revolving Loan.
10. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications ~~and assembled drafts of other Construction Contract Documents~~, the draft bidding-related documents ~~(or requests for proposals or other construction procurement documents)~~, ~~and any other Final Design Phase deliverables~~, within (90) days of authorization to proceed with the Final Design Phase, and review them with Owner. Within (15) days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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11. Revise the final Drawings and Specifications and, ~~assembled drafts of other Construction Contract Documents~~, the draft bidding-related documents ~~(or requests for proposals or other construction procurement documents)~~, and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within (10) days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications and, ~~other assembled Construction Contract Documents~~, bidding-related documents ~~(or requests for proposals or other construction procurement documents)~~, and any other Final Design Phase deliverables.
  - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
  - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications and, ~~other Construction Contract Documents~~, bidding-related documents ~~(or requests for proposals or other construction procurement documents)~~, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.

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5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
  - a. Engineer will assist Owner in completing an application for Project financing through an Illinois Environmental Protection Agency Public Water Supply Revolving Loan.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase ~~or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

#### ~~A1.05—Construction Phase~~

- A. ~~Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~
  1. ~~General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~

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- ~~2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. [If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]~~
- ~~3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~
- ~~4. Pre Construction Conference: Participate in a pre construction conference prior to commencement of Work at the Site.~~
- ~~5. Electronic Transmittal Protocols: If the Construction Contract Documents do not specify protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post Construction Phase.~~
- ~~6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
- ~~7. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 
  - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional~~~~

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~~judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~

~~b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

~~10. Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~

~~11. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~

~~12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~

~~13. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the~~

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~~Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~

- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~
- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~19. *Inspections and Tests:*~~
  - ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
  - ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
  - ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt~~

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of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

~~21. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds,~~

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~~certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

~~24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables: [ ] {List any such tasks or deliverables here.}~~

~~25. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. Standards for Certain Construction Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

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# ~~A1.06 — Post Construction Phase~~

- A. ~~Upon written authorization from Owner during the Post Construction Phase, Engineer shall:~~
- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
  - ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~
  - ~~3. Perform or provide the following other Post Construction Phase tasks or deliverables:  
[ ] {List any such tasks or deliverables here.}~~
- B. ~~The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## PART 2 – ADDITIONAL SERVICES

### A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

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4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies,

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reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- ~~16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.~~
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
- ~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~
- ~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~
- ~~20. Preparation of operation, maintenance, and staffing manuals.~~
- ~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.~~
- ~~24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~
- ~~25. Overtime work requiring higher than regular rates.~~
- ~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~

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- ~~27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.~~
- ~~28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).~~
- 29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner; however, Engineer shall obtain verbal authorization prior to proceeding. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  - 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
  - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
  - ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
  - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
  - ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
  - ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~

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#### Exhibit A – Engineer's Services

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~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

## Owner's Responsibilities

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract ~~other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters;~~ and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.

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### Exhibit B – Owner's Responsibilities

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3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None.

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**Exhibit B – Owner's Responsibilities**

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This is EXHIBIT C, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1.

A Lump Sum amount of \$430,000 based on the following estimated distribution of compensation:

a.

IEPA Revolving Loan Application & Admin. Services

\$15,000

b.

Preliminary Design Phase

\$200,500

c.

Final Design Phase

\$109,500

d.

Bidding and Negotiating Phase

\$15,000

e.

Construction Phase

\$90,000

f.

Post-Construction Phase

\$( )
2.

Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3.

The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4.

~~In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [ Permit Fees ] [List any such expenses here, or indicate “None.” If “None” then the reference to Appendix 1 may be deleted.]~~
5.

The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated is conditioned on a period of service not exceeding twelve (12) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

~~C2.04 Compensation for Resident Project Representative Basic Services—Standard Hourly Rates Method of Payment~~

- A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$[ ] based upon full time RPR services on an eight-hour workday, Monday through Friday, over a [ ] day construction schedule.~~

- B. *Compensation for Reimbursable Expenses:*

- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of [ ].~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.~~

- C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

- ~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [ ].~~

~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~3. *Estimated Compensation Amounts:*~~

~~a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

#### **C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Additional Services, if any, as follows:**

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

**B. *Compensation For Reimbursable Expenses:***

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.



2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1<sup>st</sup>) to reflect equitable changes in the compensation payable to Engineer.

*C. Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is Appendix 1 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

### Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

#### FEHR GRAHAM 2021 EQUIPMENT CHARGEOUT SCHEDULE

<u>Item</u>	<u>Rate</u>
<b>I. <u>Groundwater Sampling</u></b>	
A. Teflon Bailer	\$32.00/day
B. Submersible Pump (includes generator)	\$104.00/day
C. Battery Operated Submersible Purge Pump	\$36.00/day
D. Low Flow Sampling Equipment	\$257.00/day
E. Disposable Bailer	\$15.00/each
F. Mini-Troll Data Logger	\$106.00/day
G. Interface Probe	\$51.00/day
H. Sample Tubing	\$1.00/foot
I. Sample Bladders	\$21.00/each
J. Environmental Field Vehicle	\$68/day or \$34/half-day
K. Peristaltic Pump	\$50/day
L. Peristaltic Pump Tubing	\$2.75/foot
M. Vapor Extraction Blower	\$150/day
<b>II. <u>Safety Equipment</u></b>	
A. Confined Space Entry Safety Equipment	\$36.00/hour, 4 hr. Minimum
B. Photo Ionization Detector (Mini-Rae)	\$106.00/day
C. Combustible and Oxygen Meter	\$100.00/day
<b>III. <u>Industrial Hygiene Equipment</u></b>	
A. Detector Tube	\$19.00/each
B. Detector Tube Sampling Pump	\$38.00/day
C. Gillian Calibrator	\$60.00/day
D. Gemini Twin-Port Sampler	\$22.00/day/each
E. Quest Noise Survey Meter/Dosimeter	\$86.00/day
F. Cyclone	\$20.00/day
G. Impinger Set	\$22.00/day
H. Aerotech Sampler Kit	\$162.00/4 hours, 4 hr. Minimum
I. Personal Air Sampling Pump	\$36.00/day
J. Anemometer Air Velocity Meter	\$28.00/day
<b>IV. <u>Surveying and CAD Equipment</u></b>	
A. Total Station Equipment	\$20.00/hour
B. GPS Equipment	\$20.00/hour
C. CAD Equipment	\$10.00/hour
D. Per Day Use of Fully-Equipped Survey Vehicle/Half-Day Usage	\$68.00/day or \$34/half-day
E. Leica Scanner	\$30.00/hour

Exhibit C – Appendix 1: Reimbursable Expenses Schedule.

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V.	<u>Miscellaneous</u>		
A.	Coliwasa Sampler		\$25.00/each
B.	Field Filters		\$30.00/each
C.	Monitoring Well Cap		\$34.00/each
D.	Monitoring Well Locks		\$24.00/each
E.	pH/Conductivity Meter(s)		\$38.00/day
F.	Smoke Testing Equipment (May Require Confined Space)		\$50.00/day
G.	Y S I D.O. Meter		\$46.00/day
H.	ISCO Wastewater Sampler		\$100.00/day
I.	ISCO Flow Meter		\$100.00/day
J.	DOT Training Materials		\$28.00/each participant
K.	Residual Chlorine Meter		\$26.00/day
L.	Electronic Water Level Indicator		\$36.00/day
M.	Nuclear Radiation Monitor		\$187.00/day
N.	Turbidity Meter		\$40.00/day
O.	YSI 556 Multi Meter		\$127.00/day
P.	Colormetric Sampling Supplies		\$75.00/up to 10 samples
Q.	Cable Locator		\$50.00/day
R.	Molds	Beam	\$2.00/each
		Cylinder	\$5.00/each
S.	Testing	Concrete Beam	\$13.00/each
		Density	\$5.00/each
		Gradation	\$15.00/test
T.	ATV		\$50.00/day

1. Reimbursable Direct Expenses will be charged at invoice cost + 15%.
2. Vehicle Mileage (Where Applicable) \$0.54 per mile.
3. Reproduction, postage, handling of plans for bidding and third party use are Direct Expenses. (Blueprints \$1.00/page)

This is Appendix 2 to EXHIBIT C, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

### Standard Hourly Rates Schedule

#### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

#### B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

### 2022 Personnel Chargeout Rates

<b>Principal</b>	\$175 - 250
<b>Senior Project Manager</b>	\$150 - 240
<b>Project Manager</b>	\$110 - 230
<b>Engineering</b>	
Lead Structural Engineer	\$175 - 185
Electrical Engineer	\$170 - 180
Senior Project Engineer	\$110 - 175
Project Engineer	\$100 - 160
CAD Manager	\$120 - 130
<b>Designer</b>	<del>\$85 - 125</del>
Staff Engineer	\$100 - 120
Engineer	\$80 - 110
Senior Structural Engineer	\$150 - 170
Senior Resident Engineer	\$120 - 160
Water/Wastewater Op Specialist	\$120 - 140
Senior Engineering Technician	\$80 - 150
Associate Engineering Technician	\$70 - 110
Engineering Technician	\$50 - 100
<b>Landscape Architect</b>	\$80 - 100
<b>GIS Specialist</b>	\$80 - 90
<b>Surveying</b>	
Survey Manager	\$170 - 180
Land Surveyor	\$100 - 160
Survey Crew Chief	\$90 - 120
Surveyor	\$80 - 100

Exhibit C – Appendix 2: Standard Hourly Rates Schedule

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Survey Technician	\$60 - 90
<b>Environmental Health and Safety</b>	
Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$100 - 140
EHS Scientist	\$90 - 130
EHS Specialist	\$70 - 110
EHS Technician	\$60 - 110
Project Hydrogeologist	\$90 - 120
Geologist	\$70 - 90
Staff Hydrogeologist	\$80 - 110
Hydrogeologist	\$70 - 100
Biologist	\$80 - 110
<b>IT Consultant</b>	
Grant Writer/Community Development Specialist	\$90 - 110
Project Coordinator	\$170 - 180
Project Administrator	\$70 - 110
Project Assistant	\$ 73

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.

**Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.**

This is ~~EXHIBIT D~~, consisting of ~~[ ]~~ pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated ~~[ ]~~.

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

#### **ARTICLE 1—SERVICES OF ENGINEER**

##### ***D1.01—Resident Project Representative***

- A. ~~Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.~~
- B. ~~Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.~~
- C. ~~The duties and responsibilities of the RPR are as follows:~~
  1. ~~General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
  2. ~~Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.~~
  3. ~~Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.~~

Exhibit D - Resident Project Representative

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4. ~~Safety Compliance:~~ Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. ~~Liaison:~~

a. ~~Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.~~

b. ~~Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~

c. ~~Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~

6. ~~Clarifications and Interpretations:~~ Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. ~~Shop Drawings and Samples:~~

a. ~~Record date of receipt of Samples and Contractor approved Shop Drawings.~~

b. ~~Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~

c. ~~Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.~~

8. ~~Proposed Modifications:~~ Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. ~~Review of Work; Defective Work:~~

a. ~~Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.~~

- b. ~~Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.; and~~
- c. ~~Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.~~

**10. ~~Inspections, Tests, and System Start-ups:~~**

- a. ~~Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~
- b. ~~Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- c. ~~Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- d. ~~Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.~~
- e. ~~Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.~~

**11. ~~Records:~~**

- a. ~~Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.~~
- b. ~~Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- c. ~~Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.~~
- d. ~~Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile~~



numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. ~~Maintain records for use in preparing Project documentation.~~

f. ~~Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

**12. ~~Reports:~~**

a. ~~Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~

b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~

c. ~~Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.~~

d. ~~Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.~~

**13. ~~Payment Requests:~~** ~~Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~

**14. ~~Certificates, Operation and Maintenance Manuals:~~** ~~During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~

**15. ~~Completion:~~**

a. ~~Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.~~

b. ~~Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.~~

~~c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

**D. Resident Project Representative shall not:**

- ~~1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.~~
- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~

This is ~~EXHIBIT E~~, consisting of [ ] pages,  
referred to in and part of the ~~Agreement~~  
between Owner and Engineer for Professional  
Services dated [ ].



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

**NOTICE OF ACCEPTABILITY OF WORK**

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

**NOTICE DATE:**

To: \_\_\_\_\_

Owner

And To: \_\_\_\_\_

Contractor

From: \_\_\_\_\_

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

~~\_\_\_\_\_ The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:~~

- ~~1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.~~
- ~~2. This Notice reflects and is an expression of the Engineer's professional opinion.~~
- ~~3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.~~
- ~~4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.~~
- ~~5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.~~
- ~~6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.~~

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

### **Construction Cost Limit**

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

#### **F5.02 — Designing to Construction Cost Limit**

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$[ ].
- B. A bidding or negotiating contingency of [ ] percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

#### **Exhibit F – Construction Cost Limit**

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Page 1

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 2, 2022.

## Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- |   |             |
|---|-------------|
| 1) Bodily injury, each accident:            | \$1,000,000 |
| 2) Bodily injury by disease, each employee: | \$1,000,000 |
| 3) Bodily injury/disease, aggregate:        | \$1,000,000 |

c. General Liability --

- |   |             |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate:                                   | \$2,000,000 |

d. Excess or Umbrella Liability --

- |                       |             |
|-----------------------|-------------|
| 1) Per Occurrence:    | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- |                     |             |
|---------------------|-------------|
| 1) Each Claim Made  | \$2,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

g. Other (specify): None.

2. By Owner:

a. Workers' Compensation: Statutory

#### Exhibit G – Insurance

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Page 1

### b. Employer's Liability --

- |  |             |
|--|-------------|
| 1) Bodily injury, Each Accident            | \$1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$1,000,000 |
| 3) Bodily injury/Disease, Aggregate        | \$1,000,000 |

**c. General Liability --**

- 1) General Aggregate: \$1,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

**d. Excess Umbrella Liability**

- |                       |             |
|-----------------------|-------------|
| 1) Per Occurrence:    | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |

**e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):**

\$1,000,000

f. Other (specify):

None.

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- |    |   |
|----|---|
| a. | Fehr Graham and Associates LLC<br>Engineer                |
| b. | Engineer's Consultant                                     |
| c. | [REDACTED]<br>Engineer's Consultant                       |
| d. | City of Rochelle, Rochelle Municipal Utilities<br>[other] |

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

### Exhibit G – Insurance

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This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

## Dispute Resolution

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.09 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed-upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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#### Exhibit H - Dispute Resolution

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Page 1



This is EXHIBIT I, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 2, 2022.

## Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

### A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, ~~partners, agents, employees, and Consultants from and against any and all claims, costs,~~ losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

### Exhibit I - Limitations on Liability

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Page 1

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 2, 2022.

### Special Provisions

The Agreement is supplemented to include the following agreement(s) of the parties in conformance with USEPA and IEPA Public Water Supply Revolving Loan Program requirements:

#### 1. Audit and Access to Records Clause

- a. Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representative shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/ 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

#### 2. Covenant Against Contingent Fees Clause

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### Exhibit J - Special Provisions

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Page 1

### 3. Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against the for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period proceeding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

### 4. USEPA Nondiscrimination Clause

The engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part

33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

### 5. USEPA FairShare Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated February 16, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. \_\_\_\_\_

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.*

Agreement Summary:

Original agreement amount: \$ \_\_\_\_\_  
Net change for prior amendments: \$ \_\_\_\_\_  
This amendment amount: \$ \_\_\_\_\_  
Adjusted Agreement amount: \$ \_\_\_\_\_

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print _____	Print _____
name: _____	name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

N:\Proposals\2021\Jason Stoll\RMU\SOQ\_Well 8 New Well House & Iron Treatment Plant Consulting & Engineering Services\Fee Proposal\EJCDC Agreement.doc

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

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

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**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR**  
**PROFESSIONAL SERVICES RELATED TO WELL NUMBER 8**

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

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

**City Council**

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

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR  
PROFESSIONAL SERVICES RELATED TO WELL NUMBER 8**

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

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

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

**WHEREAS**, the City of Rochelle (“City”) operates the Rochelle Municipal Utilities (“RMU”), one of its departments; and

**WHEREAS**, the RMU provides potable water by utilizing various wells withing the City; and

**WHEREAS**, RMU Well Number 8 located on Caron Road and was constructed the 1960’s to provide water to a growing industrial area of town; and

**WHEREAS**, that since the 1990’s, RMU Well Number 8 has only been used as a backup source of water, due to elevated levels of iron in the water from this well; and

**WHEREAS**, it is necessary to construct a high capacity well, with an iron removal plant as part of the improvements, to service an industrialized area of the City; and

**WHEREAS**, RMU staff has contacted Fehr Graham to provide professional services related to the proposed improvements to Well Number 8, including the design and construction supervision, as identified in the proposal that is attached as Exhibit 1 hereto; and

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to approve an engineering agreement with Fehr Graham for professional engineering services related to the improvements to RMU Well Number 8; and

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

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

SECTION TWO: The City Manager is authorized to execute an engineering agreement with Fehr Graham for professional engineering services related to the improvements to RMU Well Number 8, as set forth in Fehr Graham's proposal, attached as Exhibit 1 hereto, and execute all necessary ancillary agreements, in a form subject to review and revision as to form by the City Attorney.

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

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

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

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

PASSED THIS 14th day of February 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 14th day of February 2022.

---

MAYOR

ATTEST:

---

CITY CLERK



STATE OF ILLINOIS        )  
                                       )  
 COUNTY OF OGLE         )       SS.

### CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,  
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_,  
 “RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR  
 PROFESSIONAL SERVICES RELATED TO WELL NUMBER 8” which was adopted by  
 the Mayor and City Council of the City of Rochelle on February 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
 the City of Rochelle this 14th day of February 2022.

---

CITY CLERK

**File Attachments for Item:**

3. Ordinance Amending Ordinance #22-5325 Deleting One Class B Liquor License and Creating One Class B Liquor License

## ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Amending Ordinance #22-5325 Deleting One Class B Liquor License and Creating One Class B Liquor License

**Staff Contact:** Rose Huéramo City Clerk

**Summary:** Ordinance #22-5325 was approved January 24, 2022, granting a liquor license for Kevin Crandall and Shane Erdman for the business at 417 Cherry Ave and deleting the license for Sissy's Wild Card Saloon at the same address. However, following that meeting the Mayor was notified the sale for Sissy's Wild Card Saloon was not finalized. Deletion of the liquor license for Sissy's Wild Card Saloon immediately voids the license. As a result, the business owners have agreed to hold on pursuing the deletion and addition of liquor licenses at this time, reversing the action taken on January 24th.

The current owner of Sissy's Wild Card Saloon, Mr. Ken Rosenkrans will surrender his liquor license effective upon the sale of the business. The amendment will have no impact on the total of liquor license for Class B.

The Class B liquor license allows for the retail sale on the premises of specified alcoholic liquor as well as other packaged retail sale of liquor.

The Liquor Commissioner, Mayor Bearrows, has reviewed the application and has no objections to the transaction.

**Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:**

**Recommendation:** Approve an Ordinance Amending Ordinance #22-5325 Deleting One Class B Liquor License previously approved on January 24, 2022, and Creating One Class B Liquor License for current owner Ken Rosenkrans.

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

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

**ORDINANCE AMENDED ORDINANCE #22-5325 DELETING ONE CLASS B LIQUOR  
LICENSE AND CREATING ONE CLASS B LIQUOR LICENSE**

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

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

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

CITY OF ROCHELLE  
Ogle County, Illinois

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

**ORDINANCE AMENDED ORDINANCE #22-5325 DELETING ONE CLASS B LIQUOR  
LICENSE AND CREATING ONE CLASS B LIQUOR LICENSE**

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

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

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

**WHEREAS**, on January 24, 2022, the Mayor and City Council approved Ordinance #22-5325; to delete one Class B liquor license in the name of Sissy’s Wildcard Saloon, Inc. and issue a new Class B liquor license, to the new owner; and

**WHEREAS**, the liquor license in issued to Sissy’s Wildcard Saloon, Inc. must remain in place until such time as the business transaction closing is completed; and

**WHEREAS**, the liquor license that was issued to Shane Erdman and Kevin Crandall, as requested in their liquor license application, should have been issued to Sissy’s Wildcard Saloon, Inc., as opposed to the individual applicants; and

**WHEREAS**, the Mayor and Liquor Commissioner, John Bearrows, has reviewed the request and has no objection to the request to amend the actions contained in Ordinance Number 22-5325, as set forth herein to accommodate the requests of Sissy’s Wildcard Saloon, Inc. and of Shane Erdman and Kevin Crandall; and

**WHEREAS**, the amendment to Ordinance Number 22-5325 will have no impact on the total number of Class B liquor licenses as set forth in Section 6-46 of the Municipal Code of the City of Rochelle; and

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that the amendment to Ordinance Number 22-5325 is in the best interest of the City and its residents.

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

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

**SECTION TWO:** The Mayor and City Council have determined that Ordinance Number 22-5325 is amended as follows:

- A. The existing Class B liquor license issued to Sissy's Wildcard Saloon, Inc. shall remain in force, until such time as the business transaction closing for the business is complete; and
- B. The Class B liquor license issued to Shane Erdman and Kevin Crandall shall be issued in the name of Sissy's Wildcard Saloon, Inc.

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

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

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

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

PASSED THIS 14<sup>th</sup> day of February, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 14<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF OGLE        )

CERTIFICATE

I, \_\_\_\_\_, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, “ORDINANCE AMENDED ORDINANCE #22-5325 DELETING ONE CLASS B LIQUOR LICENSE AND CREATING ONE CLASS B LIQUOR LICENSE” which was adopted by the Mayor and City Council of the City of Rochelle on February 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14th day of February, 2022.

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



**File Attachments for Item:**

4. Intergovernmental Agreement for Flagg Rd and 20th Street Intersection Improvements: City of Rochelle section #22-00117-00-WR, Ogle County section #22-00344-00-WR

**ROCHELLE CITY COUNCIL  
AGENDA ITEM MEMO  
REGULAR MEETING 2/14/2022**

**SUBJECT:** Intergovernmental Agreement for Flagg Rd and 20<sup>th</sup> Street intersection improvements  
City of Rochelle section #22-00117-00-WR  
Ogle County section #22-00344-00-WR

**Staff Contact:** Sam Tesreau, City Engineer

**Summary:**

In 2009 the Flagg Road and 20<sup>th</sup> Street intersection was partially improved along with the Kings Crossing subdivision. Temporary signals were installed along with partial geometric improvements and pavement widening primarily on the north side of Flagg Rd. Since that time two major developments have occurred within this subdivision. Those being the Rochelle Elementary Lincoln School campus as well as the Liberty Village campus.

Flagg Road is an Ogle County Highway (Route #22) from IL. Rte. 251 west to the Lee County line near and 20<sup>th</sup> Street is under the jurisdiction of the City of Rochelle. In 2010 the County improved and widened Flagg Rd, from IL. Rte. 251 to 600 feet east of 20<sup>th</sup> Street, to a four-lane section. Much of the rural ditch section was replaced with curb and gutter and storm sewer drainage systems as part of the county project. The City also participated in the installation of a pedestrian sidewalk from IL Rte 251 to Wendell Drive.

The annual average daily traffic counts are estimated at nearly 5,000 vpd. Over the past several months the Ogle County Engineer, City Engineer and Public Works staff have discussed the need for improvements to the greater intersection including, but not limited to, permanent signals, mast arms, new controller box, geometric improvements to allow for additional turning lanes and pavement widening along 20<sup>th</sup> Street south of Flagg Road.

The intergovernmental agreement will allow the City and County to collaborate on an Engineering Agreement and proceed forward with the initial phase of Engineering to determine the needs for right of way, specific road improvements, plans and specifications and estimate of costs. This Engineering phase will also help determine financial responsibility for the ultimate cost of construction and additional phases of this multi-year project. It is expected that as the project progresses and more details are defined there will be a need for amendments to this intergovernmental agreement. The initial project phase has been programmed in the 2022 CIP budget.

**Funding Sources:**

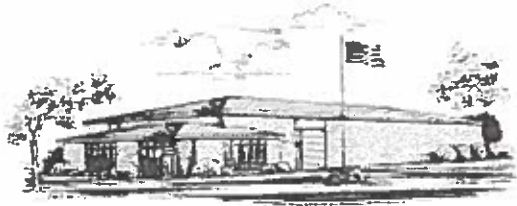
Source:	Budgeted Amount:	Proposed Expenditure:
CIP 36-00-86089	NA	NA

**Strategic Plan Goal Application:**

infrastructure effectiveness and improvement long term complex

**Recommendation:**

- Consider approval of the intergovernmental agreement between the City of Rochelle and Ogle County relating to the improvements of the 20<sup>th</sup> Street and Flagg Road intersection improvements



## Ogle County Highway Department

Jeremy A. Ciesiel, P.E., County Engineer  
1989 South IL Route 2  
Oregon, IL 61061

January 26, 2022

Mr. Sam Tesreau, P.E.  
City of Rochelle  
333 Lincoln Highway  
Rochelle, IL 61068

**RE: 20<sup>th</sup> Street – Flagg Road Intersection**  
**Ogle County Section 22-00344-00-WR**  
**Rochelle Section 22-00117-00-WR**

We are sending you (X) herewith ( ) under separate cover:

For the above referenced project, we are sending the following:

- 1) Intergovernmental Agreement – Preliminary Engineering (executed) – 3 Copies

Transmitted:

( ) For your information and use ( ) as requested

( X ) For your approval or correction

Remarks:

Respectfully yours,

  
Jeremy A. Ciesiel, P.E.  
Ogle County Engineer

R-2022-0104

Intergovernmental Agreement  
20<sup>th</sup> St – Flagg Rd Intersection Preliminary Engineering  
January 2022

City of Rochelle, Illinois,  
An Illinois Municipal Corporation

Ogle County, Illinois

By: \_\_\_\_\_  
Mayor

By:   
County Board Chairman

Attest: \_\_\_\_\_  
City Clerk

Attest:   
County Clerk



**R-2022-0104**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ROCHELLE, ILLINOIS  
AND OGLE COUNTY, ILLINOIS  
RELATING TO IMPROVEMENTS OF THE  
20<sup>th</sup> STREET – FLAGG ROAD INTERSECTION  
CITY OF ROCHELLE SECTION #22-00117-00-WR  
OGLE COUNTY SECTION #22-00344-00-WR**

This intergovernmental agreement is made this 18th day of January, 2022, by the City of Rochelle, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and Ogle County, Illinois, (hereinafter referred to as "County"). This agreement is being made pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq) for the purpose of the City and County joining together to perform the preliminary engineering services for improvements to the intersection of 20<sup>th</sup> Street and Flagg Road in the City of Rochelle. In consideration of the mutual promises of the parties and other good and valuable consideration, and in accord with the Intergovernmental Cooperation Act, the City of Rochelle, Illinois and Ogle County, Illinois, agree as follows:

1. The project consists of lane improvements to the East, West and South legs of the intersection as well as the design of permanent traffic signals for the entire intersection.
2. The project limits will be 600 feet east and west of 20<sup>th</sup> Street on Flagg Rd and 600 feet south of Flagg Rd on 20<sup>th</sup> Street.
3. Preliminary engineering services to be performed include survey, traffic study, traffic signal design, cross sections, right-of-way designation and construction estimate of cost.
4. The limits of the project include highways under the jurisdiction of Ogle County and the City of Rochelle.
5. Assignment of financial responsibility for the cost of the preliminary engineering services will be split according to the percentage of actual improvements being completed on the City and County rights-of-way as determined by the County Engineer and the City Engineer
6. The City and County shall cooperate with each other in the acquisition of the rights-of-way and acquisition of future construction funding for the project.
7. This Intergovernmental Agreement executed by the City and the County reflects the entire agreement between the parties relating to the subject project as set forth herein. Any amendments thereto shall be in writing and signed by the parties to this agreement.

R-2022-0104

Intergovernmental Agreement  
20<sup>th</sup> St – Flagg Rd Intersection Preliminary Engineering  
January 2022

City of Rochelle, Illinois,  
An Illinois Municipal Corporation

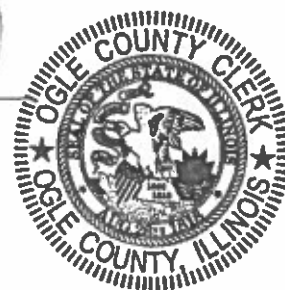
Ogle County, Illinois

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
County Board Chairman

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
County Clerk



**R-2022-0104**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ROCHELLE, ILLINOIS  
AND OGLE COUNTY, ILLINOIS  
RELATING TO IMPROVEMENTS OF THE  
20<sup>th</sup> STREET – FLAGG ROAD INTERSECTION  
CITY OF ROCHELLE SECTION #22-00117-00-WR  
OGLE COUNTY SECTION #22-00344-00-WR**

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3. Preliminary engineering services to be performed include survey, traffic study, traffic signal design, cross sections, right-of-way designation and construction estimate of cost.
4. The limits of the project include highways under the jurisdiction of Ogle County and the City of Rochelle.
5. Assignment of financial responsibility for the cost of the preliminary engineering services will be split according to the percentage of actual improvements being completed on the City and County rights-of-way as determined by the County Engineer and the City Engineer
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R-2022-0104

Intergovernmental Agreement  
20<sup>th</sup> St – Flagg Rd Intersection Preliminary Engineering  
January 2022

City of Rochelle, Illinois,  
An Illinois Municipal Corporation

Ogle County, Illinois

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
County Board Chairman

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
County Clerk



**R-2022-0104**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ROCHELLE, ILLINOIS  
AND OGLE COUNTY, ILLINOIS  
RELATING TO IMPROVEMENTS OF THE  
20<sup>th</sup> STREET – FLAGG ROAD INTERSECTION  
CITY OF ROCHELLE SECTION #22-00117-00-WR  
OGLE COUNTY SECTION #22-00344-00-WR**

This intergovernmental agreement is made this 18th day of January, 2022, by the City of Rochelle, Illinois, an Illinois Municipal Corporation, (hereinafter referred to as "City") and Ogle County, Illinois, (hereinafter referred to as "County"). This agreement is being made pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq) for the purpose of the City and County joining together to perform the preliminary engineering services for improvements to the intersection of 20<sup>th</sup> Street and Flagg Road in the City of Rochelle. In consideration of the mutual promises of the parties and other good and valuable consideration, and in accord with the Intergovernmental Cooperation Act, the City of Rochelle, Illinois and Ogle County, Illinois, agree as follows:

1. The project consists of lane improvements to the East, West and South legs of the intersection as well as the design of permanent traffic signals for the entire intersection.
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6. The City and County shall cooperate with each other in the acquisition of the rights-of-way and acquisition of future construction funding for the project.
7. This Intergovernmental Agreement executed by the City and the County reflects the entire agreement between the parties relating to the subject project as set forth herein. Any amendments thereto shall be in writing and signed by the parties to this agreement.

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

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

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**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT WITH OGLE COUNTY**

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

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

**City Council**

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

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT WITH OGLE COUNTY  
RESOLUTION NO. \_\_\_\_\_**

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

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

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

**WHEREAS**, the City of Rochelle in the process of planning improvements at the intersection of 20<sup>th</sup> Street and Flagg Road, Rochelle, Illinois; and

**WHEREAS**, portions of the areas of the planned improvements at the intersection of 20<sup>th</sup> Street and Flagg Road, Rochelle, Illinois are under the jurisdiction of Ogle County; and

**WHEREAS**, the Ogle County will share the cost of the improvements based upon the percentage of improvements made to the respective infrastructure of the City and Ogle County, in accordance with the attached Intergovernmental Agreement (Exhibit 1); and

**WHEREAS**, the Mayor and City Council finds that it is in the best interest of the City and its residents for the City of Rochelle to authorize the execution of the Intergovernmental Agreement with Ogle County, attached hereto as Exhibit 1.

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

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

**Section 2.** The City Manager for the City of Rochelle is hereby authorized to execute the Intergovernmental Agreement with Ogle County, in a form similar to Exhibit 1, attached hereto, subject to review by the City Attorney.

**Section 3.** The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or

unenforceable, said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

**Section 4.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**Section 5.** That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

PASSED AND APPROVED this 14th day of February 14, 2022.

AYES:

NAYS:

ABSENT:

ATTEST:

---

City Clerk

---

Mayor



STATE OF ILLINOIS       )  
   )  
 COUNTY OF OGLE       )       SS.

CERTIFICATE

I, \_\_\_\_\_, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, “RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH OGLE COUNTY” which was adopted by the Mayor and City Council of the City of Rochelle on February 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14th day of February, 2022.

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

**File Attachments for Item:**

5. An Ordinance Waiving Competitive Bidding Requirements and Awarding CIT Trucks the Purchase Order for Two Dump Trucks

**FORM E****CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 080818-BNL

Proposer's full legal name: Bonnell Industries Inc.

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be October 29, 2018 and will expire on October 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

*Jeremy Schwartz*

78144D620E684E3...

SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

*Chad Coquette*

3F75ED2BA547446...

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on October 22, 2018

Sourcewell Contract # 080818-BNL

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Bonnell Industries Inc.

Authorized Signatory's Title President

*Joseph W. Bonnell*  
VENDOR AUTHORIZED SIGNATURE

*Joseph W. Bonnell*  
(NAME PRINTED OR TYPED)

Executed on 10/23, 2018

Sourcewell Contract # 080818-BNL

## Illinois Legal References

30 Ill. Com. Stat. § 525/2 (2017). Joint purchasing authority

(a) Any governmental unit, except a governmental unit subject to the jurisdiction of a chief procurement officer established in Section 10-20 of the Illinois Procurement Code, may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4, except as otherwise provided in this Act. The provisions of any other acts under which a governmental unit operates which refer to purchases and procedures in connection therewith shall be superseded by the provisions of this Act when the governmental units are exercising the joint powers created by this Act.

(a-5) For purchases made by a governmental unit subject to the jurisdiction of a chief procurement officer established in Section 10-20 of the Illinois Procurement Code, the applicable chief procurement officer established in Section 10-20 of the Illinois Procurement Code may authorize the purchase of supplies and services jointly with a governmental unit of this State, governmental entity of another state, or with a consortium of governmental entities of one or more other states, except as otherwise provided in this Act. Subject to provisions of the joint purchasing solicitation, the appropriate chief procurement officer may designate the resulting contract as available to governmental units in Illinois.

### About Sourcewell:

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38<sup>th</sup> Place, Kirkland, WA 98033 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.



Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

#### **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## **15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:



- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include

there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insurance in accordance with Vendor's risk management practices.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work



Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:  
By: Jeremy Schwartz  
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Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO

Date: 8/24/2020 | 3:43 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
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Chad Coauette  
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

Kenworth Truck Company,  
Division of PACCAR Inc.

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By: Mike Kleespies  
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Mike Kleespies  
Title: Director Medium Duty Sales

Date: 8/24/2020 | 2:26 PM CDT

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

## Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.  
Address: 10630 N.E. 38th Place  
Kirkland, Washington 98033  
Contact: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Phone: 813-455-1248  
HST#: 916029712

## Submission Details

Created On: Monday May 04, 2020 13:34:50  
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Submitted By: Mike Kleespies  
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Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286  
Submitter's IP Address: 165.225.223.59

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.	*
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000  PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400	*
3	Proposer website address:	www.kenworth.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and for Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> <li>• Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow.</li> <li>• Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle.</li> <li>• Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities.</li> <li>• Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services.</li> <li>• Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.</li> </ul>	Section VI, Item 5.	
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.		*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.		*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.		*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.		*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No		*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.		*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.		*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None		*



**Table 3: Industry Recognition & Marketplace Success**

Section VI, Item 5.

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>- 2019 Kenworth Recognized as Top Workplace for Women in Transportation</li> <li>- 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant.</li> <li>- 2018 Paccar Ste. Therese Plant Receives Frost &amp; Sullivan Manufacturing Leadership Award.</li> <li>- 2018 Kenworth Renton Plant receives King County Environmental Honor</li> <li>- 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County</li> <li>- 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA</li> <li>- 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award</li> <li>- 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility.</li> <li>- 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year</li> <li>- 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award</li> </ul> <p>A copy of press release for each award is also uploaded in the additional documents section.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%
18	What percentage of your sales are to the education sector in the past three years	Less than 1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Cullman City	Wesley Moore	256-775-7110
City of Prattville	Dale Gandy	334-850-0726
Jefferson County	Mike McDermotte	205-325-5101

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, response should address in detail at least the following areas: locations of your network of sales and service providers workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Section VI, Item 5.

Line Item	Question	Response *
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations accross U.S and Canada. A list of dealer location is uploaded to supporting documents.
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<ul style="list-style-type: none"> <li>- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service.</li> <li>- Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer.</li> <li>- Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge.</li> <li>* Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis.</li> <li>* Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer.</li> <li>* Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering.</li> <li>- In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required.</li> <li>- We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop.</li> <li>- KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.</li> </ul>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	Section VI, Item 5.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary method of promoting this contract will be through our dealers. We have a Sourcewell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcewell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcewell contract at trade shows that Kenworth Truck Company participates directly.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcewell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.

37	Describe any technological advances that your proposed products or services offer.	<p>Safety: Nearly all Kenworth models are available with Bendix roll stability control, collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional.</p> <p>- Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears.</p> <p>- Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers:</p> <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision.</li> <li>• Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.</li> </ul>	Section VI, Item 5.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined.</p> <p>Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California's South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.</p>		*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Kenworth was awarded Environmental Protection Agency's Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions.</p> <p>Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.</p>		*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.		*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.		*

**Table 9: Warranty**

Section VI, Item 5.

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at <a href="http://www.kenworth.com">www.kenworth.com</a> . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
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49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth assembly plant with freight prepaid to the first destination, continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	Section VI, Item 5.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.		*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows:</p> <ol style="list-style-type: none"> <li>1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need.</li> <li>2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer.</li> <li>3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant.</li> <li>4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution.</li> <li>5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member.</li> <li>6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents.</li> <li>7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management.</li> <li>8. Dealer accepts members order.</li> <li>9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order.</li> <li>10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount.</li> <li>11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification.</li> <li>12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.</li> </ol>		*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.		*



**Table 11: Pricing and Delivery***Section VI, Item 5.*

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix.</p> <p>Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members.</p> <p>See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body.</p> <p>Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services.</p> <p>Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%.</p> <p>Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%.</p> <p>Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight &amp; warranty &amp; surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. .
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska</p> <p>Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.</p>	<p><i>Section VI, Item 5.</i></p> <p>*</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

**Table 12: Pricing Offered**

Section VI, Item 5.

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services***Section VI, Item 5.*

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company.</p> <p>The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution.</p> <p>All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is our intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract.</p> <p>Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs.</p> <p>Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services***Section VI, Item 5.*

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

**Table 15: Industry Specific Questions**

Section VI, Item 5.

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service.</p> <p>Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.



**Exceptions to Terms, Conditions, or Specifications Form***Section VI, Item 5.*

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
  - [Marketing Plan/Samples](#) - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
  - [WMBE/MBE/SBE or Related Certificates](#) - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
  - [Warranty Information](#) - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
  - [Pricing](#) - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
  - [Additional Document](#) - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

**Proposer's Affidavit**

Section VI, Item 5.

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a crime related to the subject matter of this solicitation.

Section VI, Item 5.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

## Solicitation Process

While it is the desire of Sourcewell to meet our members' procurement requirements, it is ultimately our members' responsibility to interpret local purchasing laws to determine their own ability to access and utilize Sourcewell contracts.

Our rigorous request for proposal (RFP) process is continuously being refined to meet the changing needs of our members. The desired result is a national, competitively solicited procurement and contract process that is not only valued by members but meets or exceeds their requirements—offering exceptional products and services from nationally acclaimed vendors.

### 1. Identify Member Needs and Research Solutions

Sourcewell identifies areas of need through daily member interactions and advisory committees, then researches the best approach for each offering.

### 2. Seek Authorization from Sourcewell's Board of Directors

After establishing the existence of member needs and a viable industry solution, permission from the publicly elected Sourcewell Board of Directors is sought to officially begin the development of the solicitation and overall procurement process.

### 3. Draft Solicitation, Public Advertisement, and Notice

Our solicitation document is the cornerstone of cooperative contract purchasing. The consistency of the solicitation document, its response forms and evaluation criteria, are some of our greatest assets.

Sourcewell advertises each RFP:

- In print and online: [Salt Lake News](#) (Utah), [USA Today](#) (National), [Daily Journal of Commerce](#) (Oregon), [The State](#) (South Carolina)
- On the Sourcewell website
- On e-commerce sites: [Biddingo](#), [MERX](#), [Onvia](#), [PublicPurchase](#)

We also notify each state procurement department for re-posting of the solicitation within their system at their option.

### 4. Conduct Pre-Proposal Conference, Followed by Receipt of Responses

Proposers are typically given five to six weeks from the advertisement of the RFP to respond. A Pre-Proposal Conference is conducted to answer questions and provide clarification. An addendum may be issued as necessary.

For accuracy, Sourcewell time and date stamps each Proposal immediately upon receipt at our office in Staples, MN. Sourcewell conducts a public opening of the proposals received at the time, date, and place specified in the RFP.

### 5. Evaluate Responses

Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the "Proposal Evaluation" form defined in the RFP (Form G). [Click here for an example.](#)

### 6. Provide Recommendation to Chief Procurement Officer (CPO)

Recommendations of the evaluation committee are presented to the CPO for final review and possible award. The CPO has the final authority to issue or deny a procurement contract.

### 7. Award Vendors

Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. The Procurement Department sends Notice of Award or Non-Award to all respondents via email.

**8. Posting and Reviewing Approved Contract Documents**

A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members and are periodically reviewed for compliance and effectiveness. Vendors are allowed to seek price and product changes upon the approval from Sourcewell.



## BILL OF SALE

Rockford - 4301 North Bell School Road Loves Park, IL 61111 - 815.639.2000

Dealership

CITY OF ROCHELLE

12-14-21

Purchaser's Name						Date	
Stock #	VIN	Year	Make	Model	Retail	FET	Total
			KW	T480	\$ 135,456.00		\$ 135,456.00
	BONNELL EQ				\$ 124,655.64		\$ 124,655.64
	TANDEM W/WING						
	PRICE IS SUBJECT TO CHANGE						
	BASED ON SPECS						
							Total
							\$ 260,111.64
Tax Exempt / ICC # :					Sales Tax: %		
\$ 195.00 DOC Charges		License		\$ 150.00 Transfer Title		\$ 8.00 Registration	
							\$ 353.00
S E T T L E M E N T	Description of Trade				Total Cash Delivered Price		\$ 260,464.64
	Year NONE		Make	Model	Cash Deposit Submitted with Order		
	VIN		Type		Allowance for Trade-In as Appraised		
	Less Balance Owing to:				Less Pay Off Amount		
	Additional Information:				Net Equity		
					Total Credits		
				Unpaid Cash Balance due on Delivery		\$ 260,464.64	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS—NOT EXPRESSLY WARRANTED OR GUARANTEED"

IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

JEFF HEISER

Salesman Name

**THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR  
AUTHORIZED REPRESENTATIVE.**

Dealer or Authorized Representative

Purchaser's Signature

420 N 6TH ST

Street Address

ROCHELLE IL

City &amp; State

61068

Zip

Business Phone

Residential Phone



## ADDITIONAL TERMS AND CONDITIONS

1. AS USED IN THIS ORDER THE TERMS (A) "DEALER" SHALL MEAN THE AUTHORIZED DEALER TO WHOM THIS ORDER IS ADDRESSED AND WHO SHALL BECOME A PARTY HERETO BY ITS ACCEPTANCE HEREOF, (B) "PURCHASER" SHALL MEAN THE PARTY EXECUTING THIS ORDER SUCH ON THE FACE HEREOF, AND (C) "MANUFACTURER" SHALL MEAN THE CORPORATION THAT MANUFACTURED THE VEHICLE OR CHASSIS, IT BEING UNDERSTOOD BY PURCHASER AND DEALER THAT DEALER IS IN NO RESPECT THE AGENT OF MANUFACTURER, THAT DEALER AND PURCHASER ARE THE SOLE PARTIES TO THIS ORDER AND THAT REFERENCE TO MANUFACTURER HEREIN IS FOR THE PURPOSE OF EXPLAINING GENERALLY CERTAIN CONTRACTUAL RELATIONSHIPS EXISTING BETWEEN DEALER AND MANUFACTURER WITH RESPECT TO NEW MOTOR VEHICLES.
2. PURCHASE AGREES TO DELIVER TO DEALER SATISFACTORY EVIDENCE OF TITLE TO ANY USED MOTOR VEHICLE TRADED IN AS A PART OF THE CONSIDERATION FOR THE MOTOR VEHICLE ORDERED HEREUNDER OF THE TIME OF DELIVERY OF SUCH USED MOTOR VEHICLE TO DEALER. PURCHASER WARRANTS ANY SUCH USED MOTOR VEHICLE TO BE HIS PROPERTY FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS OTHERWISE NOTED HEREIN.
3. MANUFACTURER HAS RESERVED THE RIGHT TO CHANGE THE DESIGN OF ANY NEW MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THEREOF AT ANY TIME WITHOUT NOTICE AND WITHOUT OBLIGATION TO MAKE THE SAME OR ANY SIMILAR CHANGE UPON ANY MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THERE OF PREVIOUSLY PURCHASED BY OR SHIPPED TO DEALER OR BEING MANUFACTURED OR SOLD IN ACCORDANCE WITH DEALER'S ORDERS CORRESPONDINGLY, THE EVENT OF ANY SUCH CHANGE BY MANUFACTURER, DEALER SHALL HAVE NO OBLIGATION TO PURCHASER TO TAKE THE SAME OR ANY SIMILAR CHANGE IN ANY MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THEREOF COVERED BY THIS ORDER EITHER BEFORE OR SUBSEQUENT TO DELIVERY THEREOF TO PURCHASER.
4. DEALER SHALL NOT BE LIABLE FOR FAILURE TO DELIVER OR DELAY IN DELIVERING THE MOTOR VEHICLE COVERED BY THIS ORDER WHERE SUCH FAILURE OR DELAY IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND THE CONTROL OF WITHOUT THE FAULT OF NEGLIGENCE OF DEALER.
5. THE PRICE FOR THE MOTOR VEHICLE SPECIFIED ON THE FACE OF THIS ORDER INCLUDES REIMBURSEMENT FOR FEDERAL EXCISE TAXES, BUT DOES NOT INCLUDE SALES TAXES, USE TAXES OR OCCUPATIONAL TAXES BASED ON SALES VOLUME, (FEDERAL, STATE, OR LOCAL) UNLESS EXPRESSLY SO STATED. PURCHASER ASSUMES AND AGREES TO PAY, UNLESS PROHIBITED BY LAW, ANY SUCH SALES, USE OR OCCUPATIONAL TAXES IMPOSED ON OR APPLICABLE TO THE TRANSACTION COVERED BY THIS ORDER, REGARDLESS OF WHICH PARTY MAY HAVE PRIMARY TAX LIABILITY THEREFORE.
6. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
  
**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IF FURNISHED BY DEALER TO BUYER. THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" **AND** THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
8. THE PURCHASER, BEFORE OR AT THE TIME OF DELIVERY OF THE MOTOR VEHICLE COVERED BY THIS ORDER WILL EXECUTE SUCH FORMS OF AGREEMENT OR DOCUMENTS AS MAY BE REQUIRED BY THE TERMS AND CONDITIONS OF PAYMENT INDICATED ON THE FRONT OF THIS ORDER.

**CIT TRUCKS - ROCKFORD (C260)**  
**4301 N. BELL SCHOOL ROAD**  
**LOVES PARK, Illinois 61111**

**Stock**

**Jeff Heiser**  
**Cell Phone:**  
**Office Phone: 815-639-2000**  
**Email: jheiser@citrucks.com**

**Stock Order**

## Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	14600
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	TANDEM PLOW T480 PLOW	G.C.W. (lbs):	54601
Description 2:	TANDEM PLOW CITY OF ROCHELLE		
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	90
Commodity:	Rock.	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Flatbed.	Wheelbase (in):	188
Length (ft):	14	Overhang (in):	70
Height (ft):	13	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	4000		
		Cab to Axle (in):	118.5
		Cab to EOF (in):	188.5
		Overall Comb. Length (in):	322
Trailer		Special Req.	
No. of Trailer Axles:	0	U.S. Domestic registry, 50-state.	
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

**Approved by:**

**Date:**

**Note: All sales are F.O.B. designated plant of manufacture.**

Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Model</b>				
0000480	S	<b>T480 Series Conventional</b>	108,636	<b>10,386</b>
0071001	O	<b>T480 Vocational Hood</b>	0	<b>0</b>
0080075	O	<b>Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.</b>	0	<b>0</b>
0090162	O	<b>T480 Tandem</b>	0	<b>0</b>
0098413	O	<b>State of Registry: Illinois</b>	0	<b>0</b>
<b>Engine &amp; Equipment</b>				
0130210	O	<b>PX-9 370 370@1600 1250@1200, 2021</b> With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	8,446	<b>0</b>
1000046	O	<b>EPA Compliant Engine</b>	0	<b>0</b>
1000151	S	<b>PremierSpec</b>	0	<b>0</b>
1000243	O	<b>Gearing Analysis: Performance</b> power before economy results.	0	<b>0</b>
1000255	O	<b>Customer's Typical Operating Spd: 68 mph.</b>	0	<b>0</b>
1000684		<b>Effective VSL Setting NA</b>	0	<b>0</b>

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100% Complete

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Deal: TANDEM PLOW T480 PLOW

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<b>Sales Code</b>	<b>Std/ Opt</b>	<b>Description</b>	<b>\$ List</b>	<b>Weight</b>
1000858	O	<b>Engine Idle Shutdown Timer Disabled</b>	0	0
1000859	O	<b>Enable EIST Ambient Temp Override</b>	0	0
1000891		<b>Eff EIST NA Expiration Miles</b>	0	0
1002060	S	<b>Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.</b>	0	0
1041399	S	<b>Air Cleaner: MD Composite Engine Mounted</b>	0	0
1093120	O	<b>Inside/Outside Air Intake for Engine Mounted Air Cleaner</b>	877	16
1105232	O	<b>Fan Hub: Horton Variable Speed</b> For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	350	0
1121234	O	<b>Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches</b>	538	10
1160205	O	<b>Bugscreen</b> Front of grille on 2.1M MD, C500, T800, T880, and W900. Behind grille on T680 and 1.9M MD.	147	2
1247234	O	<b>EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers</b>	365	0
1290136	O	<b>Tailpipe: 5 in. single 36 in. 45 degree curved.</b>	195	15
1321102	S	<b>Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9</b> Fuel/water separator for 2021 and later engines.	0	0
1321205	O	<b>Run Aid:Fuel Heat</b> *For Fuel Filter	45	0
1321305	O	<b>Start Aid:12V Heat</b> *For Fuel Filter	22	1
1500029	O	<b>Kenworth Fuel Cooler</b> Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	168	0
1504006	O	<b>Block heater: PACCAR 750 watt 120V for PX-7</b> 1000 watt for PX-9 and ISL9 engines.	22	2
1816200	O	<b>Alternator: SEG 200 amp, brush type</b> Formerly Bosch.	-103	0
1821210	O	<b>Batteries: 3 PACCAR GP31 threaded post (700-730)</b> 2100-2190 CCA dual purpose.	153	62
1836106	S	<b>Mitsubishi 105P55 12V Starter with Cummins and PX</b> PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
1840066	O	<b>Cab Power Cutoff SW on Cab Floor</b> NFPA Compliant - Engine Shut off	314	2

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Sales Code	Std/ Opt	Description	\$ List	Weight
1900996	O	Jump start terminals under hood.	72	0
1901020	O	Remote PTO/Throttle, 12-Pin, 500K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	108	0

### Transmission & Clutch

2011205	O	<b>Transmission: Allison 3000RDS 6-speed</b> w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	5,835	399
2406453	O	<b>Driveline: 2 Dana SPL250XL 1 centerbearing</b> requires 3500057 interaxle driveline. Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	366	54
2410018	O	<b>Torque converter included w/Allison Transmission.</b>	0	0
2410153	O	<b>Push Button Shifter Controls, Center Console</b> Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	<b>Allison Fuel Sense: Delete</b>	0	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0	0
2410311	U	<b>Decline Allison Neutral at Stop Stand-Alone</b>	0	0
2429358	O	<b>Rear transmission support springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	68	0
2429378	O	<b>Customer installed transmission PTO in the LH</b> Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460069	O	<b>Transmission Cooler: Automatic Transmission</b> For use with 2.1M MD with Vocational Hood. Includes cooler protector.	895	38

### Front Axle & Equipment

2506181	O	<b>Dana Spicer D2000 Front Axle rated 20K</b> standard track.	1,723	120
2641137	O	<b>Front Brakes: 20K Meritor Q-Plus 16.5x6 in.</b>	606	0
2690035	O	<b>Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.</b>	-227	104
2702500	S	<b>Front Hub: iron hub pilot 14,600 lbs.</b> 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0	0
2741970	S	<b>ConMet PreSet Plus Hub package; front axle.</b>	0	0
2750001	S	<b>Hubcap: front vented.</b>	0	0

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2765001	S	Front Auto Slack Adjuster.	0	0
2865025	O	Front Springs: Taperleaf 20K w/shock absorbers w/ maintenance-free elastomer spring pin bushings.	146	76
2895305	O	Dual power steering gears: 18/20K	977	75
2899336	O	Power Steering Cooler: Radiator Mounted Air-to-Oil	324	11
2900055	O	5 mm front suspension spacer block.	0	0
2900612	O	Threaded front spring bushings in place of elastomeric.	59	0
<b>Rear Axle &amp; Equipment</b>				
3121181	O	Dual Dana Spicer D40-172P rear axle rated at 40K. (Super 40) w/ 11mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	10,532	2,195
3200538	O	Rear Axle Ratio - 5.38.	0	0
3354004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Meritor Q-Plus S-cam stamped spider.	36	16
3392005	O	Dual Rear Brake Drums: cast.	0	0
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	28	104
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0	0
3465002	O	Dual Rear axle automatic slack adjusters.	0	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	104	4
3495230	O	Bendix 6S/6M anti-lock brake system w/ air traction control (ATC).	920	6
3500057	O	Interaxle Driveline: 1 Dana SPL170XL	453	96
3532194	O	Wheel Differential Lock for Dana Spicer axles D40-170(P)/D46-170(H)(P)(WT) forward rear axle & rear rear axle.	2,139	112
3732104	O	Rear suspension: Tandem Hendrickson HAS402 40K. 52 in. axle spacing, 8.8 in. ride height. Steel crossmember and gussets. With shocks. Includes air suspension dump valve. For use with rear air disc brakes only.	4,325	431
3830510	O	Dual leveling valves for tandem air suspension.	161	2
3832313	O	Bolted rear suspension crossmembers for HAS 210/210L or 230/230L. Replaces medium duty standard.	0	0
<b>Tires &amp; Wheels</b>				
4038678	O	Front tires: Goodyear G289 WHA 315/80R22.5 20PR. All position. 43.1 in. diameter. 20 in. SLR.	834	78



Sales Code	Std/ Opt	Description	\$ List	Weight
4277495	O	<b>Rear tires: Bridgestone M770 11R22.5 16PR.</b> 42.2 in. diameter, drive. 19.6 in. SLR. Code is priced per pair of tires.	2,416	136
4900008	O	<b>Rear Tire Quantity: 8</b>	0	0
5045280	O	<b>Front Wheel: Alcoa 89U64 22.5X9 AL</b> Ultra One High Polish Wheel.	486	0
5243363	O	<b>Rear Wheel: Alcoa 88267 22.5x8.25 aluminum with</b> Level One [TM] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.	1,564	-184
5859010	O	<b>Single Front Axle: 2 wheels Dura-Bright Mirror</b> Polish Dura-Bright outboard surface of aluminum wheels.	236	0
5859012	O	<b>Dual Rear Axle Wheels: 4 wheels Dura-Bright</b> Mirror Polish Dura-Bright outboard surface of outer dual or single aluminum wheels.	729	0
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0	0

### Frame & Equipment

6056400	O	<b>Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.</b> to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	433	253
6309910	O	<b>Delete bumper: Requires a bumper setting code.</b>	-184	-27
6319064	O	<b>64 in. Bumper setting. Requires a bumper code.</b>	0	0
6321010	S	<b>Front tow loops: Two</b>	0	0
6390034	O	<b>24 in. frame rail extensions. Vocational hoods</b> only.	101	36
6391201	O	<b>Custom Frame Layout: one chassis</b> CFL F/T: CUSTOMER WANTS	1,380	0
6400645	O	<b>Battery box cantilever aluminum BOC with full</b> polish.	457	19
6409210	O	<b>Rubber battery pad in bottom of battery box.</b> For cantilever-style or between the rails battery boxes.	7	0
6409902	S	<b>Battery box location: RH Side.</b>	89	15
6451126	O	<b>DPF/SCR box polished end plates and polished</b> cover.	194	0
6490139	S	<b>Heavy-duty one-pc aluminum intermediate/fill-in</b> crossmember.	0	0
6490433	S	<b>Heavy-duty 5-piece rear cab support, hucked</b> assembly. Huck fastened to frame.	0	0
6721102	S	<b>Rear mudflap arms: Betts B-25 standard-duty,</b>	0	0

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		straight. Includes B1732 mounting brackets as standard.		
6722000	S	<b>Rear mudflap shields: White plastic antisail w/ Kenworth logo.</b>	0	0
6742009	S	<b>Square end-of-frame w/o crossmember; non-towing.</b>	0	0
<b>Fuel Tanks &amp; Equip</b>				
7140080	O	<b>80 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.</b>	241	52
7722173	O	<b>Large DEF tank, 15 gallons.</b>	117	26
7839006	O	<b>Polished fuel tank steps.</b>	29	0
7840015	O	<b>Polish only one aluminum tank.</b>	141	0
7840038	O	<b>Polished cover for 1 DEF tank any size.</b>	229	3
7889061	O	<b>Polished stainless steel tank straps for 1 tank.</b>	71	0
7889203	O	<b>DEF to fuel fill ratio 2:1 or greater.</b>	0	0
7889614	O	<b>DEF tank location is LH BOC. For 2.1M medium duty</b>	0	0
7920080	O	<b>Location: 80 gal fuel tank LH under cab</b>	0	0
<b>Cab &amp; Equipment</b>				
8024311	S	<b>Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.</b>	0	0
8090153	O	<b>Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown</b>	1,308	-24
8108002	O	<b>Fine particulate filter for cabin air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.</b>	35	0
8108011	S	<b>Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.</b>	0	0
8201013	S	<b>Steering wheel: 18 in. 4-spoke.</b>	0	0
8201200	S	<b>Adjustable telescoping tilt steering column.</b>	0	0
8203060	O	<b>5 sets of keys. Replaces standard 2 sets of keys.</b>	38	0
8205177	O	<b>Dash Switch: 1st Allison-mntd PTO.</b>	166	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.		
8208495	O	<b>Two spare switches: Wired to power.</b>	51	0
8222405	O	<b>Gauge: DD Virtual Gauge - Fuel Filter Restriction</b>	79	0
8222409	O	<b>Gauge: DD Virtual Gauge - Air Filter Restriction</b>	59	0
8222413	O	<b>Gauge: DD Virtual Gauge - Manifold Pressure Boost</b>	0	0
8222414	O	<b>Gauge: DD Virtual Gauge - Engine Percent Torque</b>	0	0
8222419	O	<b>Gauge: DD Virtual Gauge - Volts Instrument Cluster</b>	0	0
8282024	S	<b>Main Instrument Package: 7" Digital Display Cluster.</b> Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8330591	S	<b>Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor &amp; Seat Color</b> Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410217	O	<b>Driver Seat: KW Premium Air Seat HB Tough Cloth w/ Dual Armrests/Susp Cover/Isolator Lever/Seat Heater</b>	527	0
8480207	O	<b>Rider Seat: KW Toolbox Seat HB Tough Cloth w/o Armrests</b>	8	0
8601432	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth</b>	384	0
8698965	O	<b>Speaker Package For Cab: (2) Speakers B-Pillar</b>	50	0
8699933	O	<b>CB Installation Kit: C/I Center Mtd of Header w/ Dual Antenna on LH/RH mirrors. One Jumper Harness.</b>	178	2
8700091	O	<b>Ashtray insert: W/cigar lighter located in center console. Deletes 1 12V outlet &amp; 1 cupholder.</b>	32	0
8700154	O	<b>Self cancelling turn signal: W/head light dimmer switch .</b>	21	0
8700283	S	<b>LH and RH Trip Ledge Rain Deflectors</b>	0	0
8800260	O	<b>Long grabhandle RH side mounted to side-of-cab exhaust.</b>	23	2
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles</b>	0	0

Price Level: April 1, 2021

100% Complete

Date: December 15, 2021

Deal: TANDEM PLOW T480 PLOW

Quote Number: QUO-809822-M3L0X0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8832113	S	<b>Kenworth Daylite Door with standard LH/RH</b> electric door locks and LH/RH electric window controls.	0	0
8841642	O	<b>Air Horn: Dual Round 26" LH/RH Roof</b> Incl Air Horn Cover	157	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8850831	O	<b>Mirror: RH Hood Mounted, Dual View, Round CX</b> Chrome	99	4
8850841	O	<b>Mirror Shell: Dual Aero Chrome</b>	150	0
8860852	O	<b>Mirror: Dual KW Aero Rear View</b> Motor, heated with Integral CX	67	0
8871446	S	<b>Rear cab stationary window 19in x 36in</b>	0	0
8879917	O	<b>Two additional outboard windows 19in x 12in</b>	107	10
8890101	S	<b>One-piece bonded-in windshield with curved glass.</b> Standard.	0	0
8890135	O	<b>Exterior stainless steel sunvisor.</b>	700	11
8890874	O	<b>Kenworth Cab Air Suspension.</b>	103	0
8891009	O	<b>Thermal/Sound Insulation Package</b>	244	0
8891011	O	<b>Roof: Raised Profile, Stamped Aluminum w/</b> Additional Head Room & Interior Overhead Storage	43	0
<b>Lights &amp; Instruments</b>				
9010813	O	<b>Headlamps: Single Halogen Complex Reflector w/</b> Turn Indicator, Reflector and w/o DRL. Fender Mtd.	-8	0
9010951	O	<b>Daytime Running Lights Located in Bumper.</b> Driven by Chassis Height.	288	0
9022137	S	<b>Marker Lights: Five, rectangular, LED</b>	0	0
9030052	S	<b>LED Stop,Turn,Tail: With Two LED</b> Backup Lights and With An LED License Plate.	0	0
9058085	O	<b>SW/WIRE/IND LT: C/I FLOOD 1ST SW THRU</b> GROMMET UNDER CAB	127	0
9080135	O	<b>Stainless Steel Brackets, Switch &amp; Wiring:</b> Customer-installed dual beacon lights mounted over door of cab.	217	4
9090058	O	<b>Switch &amp; Wiring: For customer-installed plow</b> light. Includes circuit breaker.	175	0
9090142	O	<b>Wiring Only: For customer-installed backup</b> alarm.	46	0
9090151	O	<b>Wiring:Cust. Install Trlr Elec. Brake Controller.</b> Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area.	153	4

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Sales Code	Std/Opt	Description	\$ List	Weight
		No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.		
9090312	O	<b>Body Builder Lighting Harness Coiled End Of Frame</b> For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	133	0
9090849	O	<b>Polyswitches replacing fuses. Switch will</b> automatically reset after removal of excess load.	44	0
<b>Air Equipment</b>				
9101219	O	<b>Air Dryer: Bendix AD-HF Extended Purge Heated</b> With Puraguard	24	0
9108001	S	<b>Moisture ejection valve w/ pull cable drain.</b>	0	0
9110020	O	<b>Full Truck Kit</b> Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	903	15
9140020	S	<b>Nylon air tubing in frame &amp; cab, excluding hoses</b> subject to excessive heat or flexing.	0	0
9140252	O	<b>Locate air dryer inside LH rail BOC.</b> This code requires the use of a custom frame layout code.	0	0
9140328	O	<b>Trailer ABS electric supply through SAE J560</b> 7-pin connector per TMC RP137).	0	0
9150170	O	<b>Air tanks: aluminum replacing steel all tanks.</b> *Not air tanks on lift axles.	370	-44
<b>Extended Warranty</b>				
9200008	S	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200021	S	<b>Base Warranty - Standard Service Heavy Duty</b> 12 months / 100,000 miles / 160,000 km.	0	0
9220001	O	<b>Base Warranty: Emissions</b> 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0	0
<b>Miscellaneous</b>				
9409852	O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0	0
9490206	O	<b>Warning triangle reflector kit: Shipped loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	41	4
9490404	O	<b>One 5 lb. dry chemical type fire extinguisher</b>	117	11

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Sales Code	Std/ Opt	Description	\$ List	Weight
		mounted outboard of driver seat. Class ABC.		
9490645	O	<b>Zinc Phosphate frame rail paint processing.</b> Requires frame rail code. Code is for 1 pair of rails.	304	0
9491659	S	<b>VMUX Architecture</b>	0	0

### Promotions

#### Paint

9700000	O	<b>Paint color number(s).</b>	0	0
		N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK		
9943050	S	<b>Day Cab Standard Paint</b>	0	0
9944820	S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0	0
9965510	S	<b>Base coat/clear coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Order Comments

<b>Total List Price (W/O Freight &amp; Warranty &amp; Surcharges)</b>	\$166,958
Marketing and Service Support Fee	\$815
Prepaid Freight	\$2,625
<b>Total Surcharge/Options Not Subject To Discount</b>	\$0
<b>Total Weight</b>	14,745

## Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from*

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*the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*

**Shipping Destinations**

**Intermediate Destination:** NONE

Final Destinations	Quantity
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Section VI, Item 5.

## Quote

Order Number: 0154208  
Order Date: 11/29/2021



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**Bill To:** 0009562  
CIT TRUCKS, LLC  
4301 N BELL SCHOOL RD  
LOVES PARK, IL 61111

**Ship To:** 4155  
CITY OF ROCHELLE  
420 N 6TH ST  
ROCHELLE, IL 61068

Phone: (815) 639-2000 Fax: (815) 639-0100 kreed@cittrucks.com  
**Confirm To:** OZZY **Comment:**

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE		120,516.00	120,516.00

APPLICATION: ONE NEW KENWORTH T470H TANDEM CLASS 8 SNOW AND ICE TRUCK WITH A 118" CAB TO TRUNNION MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT. FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- DUMP BODY
- CAB SHIELD INSTALLED ON BODY
- ELECTRIC TARP SYSTEM
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- WING, (FRONT MOUNTED PATROL)
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED BEHIND CAB)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- FRAME COATING, (NOX-RUST 1523 UNDERCOATING)
- EXTRA LOAD SUPPORT, FRONT CURB SIDE AIR BAG
- GREASE BANK AT REAR OF BODY OR FRAME TO GREASE ALL HINGE POINTS OF BODY

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	/PRODUCTS SURCHARGE		186.47	186.47
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### BASE TRUCK PACKAGE SURCHARGE

1.00	EACH	DUMP BODY			
<ul style="list-style-type: none"><li>- DURACCLASS 13'-6" 201-2B STAINLESS DUMP BODY</li><li>- CROSSMEMBERLESS</li><li>- DOUBLE ACTING INV TRUNNION HEADLIFT HOIST</li><li>- 10" I-BEAM LONGSILLS OF CARBON STEEL</li><li>- 1/4" AR450 ABRASION RESISTANT FLOOR</li></ul>					



**BONNELL**  
**INDUSTRIES INC**  
TRUCK & ROAD EQUIPMENT

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			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		- 38" 10 GA 201-2B STAINLESS SIDES-(ONE HORIZONTAL BRACE) - 56" 10 GA 201-2B STAINLESS FRONT - 46" 10 GA 201-2B STAINLESS VERTICAL TAILGATE-(6 PANEL DESIGN) - 201-2B STAINLESS CORNER POST - ELECTRIC OVER AIR T-GATE LATCH - UN-PAINTED STAINLESS TO BE CLEANED AND PASSIVATED - GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE - TAILGATE LATCH MANUAL OVERRIDE INSTALLED - STAINLESS STEEL TAILGATE LATCH LINKAGE - LABOR TO INSTALL CUSTOM CAB SHIELD - 3 RUNG FOLDING LADDER INSTALLED - RIGID REAR RUBBER MUD FLAPS INSTALLED - RUBBER FRONT MUD FLAPS INSTALLED - STAINLESS CHAIN HOOKS ON LOWER CENTER OF T-GATE - (2) OBLONG LIGHT HOLE CUTOUTS IN EACH CORNER POST - CONDUIT FOR WIRING CAB SHIELD LIGHTS - 1/4X2 FLAT BAR SIDE RAIL INSTALLED - PREPPED FOR NEW TAILGATE SPREADER - 12" WIDE STAINLESS SPILL PAN INSTALLED - VIBRATOR INSTALLED - 2X10 OAK SIDE BOARDS (RAW OAK) INSTALLED - CENTER SIDE BOARD SUPPORTS INSTALLED - INCLUDES ROLL RITE ELECTRIC TARP SYSTEM - TARP MOUNTED ON BULKHEAD BEHIND CAB SHIELD			
1.00	EACH	/PRODUCTS SURCHARGE		705.83	705.83
		<b>DUMP BODY SURCHARGE</b>			
1.00	EACH	<b>CAB SHIELD</b> CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS:  *MATERIAL IS TO BE 201 STAINLESS STEEL. *PAN WIDTH- 18". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *4 FRONT FACING EVENLY SPACED OBLONG LIGHT HOLES. *4 REAR FACING OBLONG LIGHT HOLES. *1 SIDE FACING OBLONG LIGHT HOLE IN EACH SIDE FACING OUT. *UNPAINTED. *STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED. **LIGHTING CODE: 44112			
1.00	EACH	/PRODUCTS SURCHARGE		64.98	



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<b>Customer P.O.</b>	<b>Ship VIA</b>	<b>F.O.B.</b>	<b>Terms</b>
			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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### CAB SHIELD SURCHARGE

1.00	EACH	/CAB SHIELD LEAD TIME 28 DAYS AFTER DATA RECEIPT			
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1.00	EACH	HYDRAULIC SYSTEM			
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- PTO: OMFB 278 SERIES
- PUMP: TXV92
- ADD-A-STACK HYDRAULIC VALVE TO OPERATE:  
HOIST, PLOW, WING, PREWET, AUGER, SPINNER
- APSCO AIR CONTROLS
- "FORCE" 5100EX ELECTRONIC SPREADER CONTROLLER
- "FORCE" VT35 STAINLESS STEEL TANK AND LID
- LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM
- EATON HP171 SERIES HIGH PRESSURE FILTER
- CLOSED LOOP PREWET CABLE
- CLOSED LOOP GRANULAR SENSOR

- BONNELL CONSOLE TO INCLUDE LEVERS:  
- HOIST -- SINGLE AXIS LEVER W INTERLOCK  
- PLOW LIFT -- SINGLE AXIS LEVER  
- PLOW ANGLE -- SINGLE AXIS LEVER  
- WING TOE -- SINGLE AXIS LEVER  
- WING HEEL -- SINGLE AXIS LEVER  
- WING BUFFER -- SINGLE AXIS LEVER

1.00	EACH	/PRODUCTS SURCHARGE		496.63	496.63
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### HYDRAULICS SURCHARGE

1.00	EACH	ELECTRICAL			
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- ALL LED LIGHTING UNLESS OTHERWISE NOTED
- BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM
- InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16  
OUTPUTS
- DATA SHEET REQUIRED
- BODY UP SWITCH WITH INDICATOR LAMP
- BONNELL WIRE HARNESSSES
- ELECTRIC BRAKE CONTROLLER INSTALLED





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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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### CAB ROOF LIGHTING AND ACCESSORIES

- FACTORY SUPPLIED ROOF BRACKET
- CAB MOUNTED PLOW LIGHTS AND WORK LIGHTS - WORK LIGHT TO COME ON WITH HIGH BEAM ONLY
- HEATED WIPERS INSTALLED

### PLOW LIGHTING

- ABL-3830-0080 LED PLOW LIGHTS ON BODY LIGHTING

- FOUR FRONT FACING OBLONG AMBER FLASHERS ON CABSHIELD, EVENLY SPACED
- ONE PAIR REAR FACING OBLONG STT ON CABSHIELD
- ONE PAIR REAR FACING OBLONG AMBER/WHITE FLASHERS ON CABSHIELD
- ONE AMBER/WHITE FLASHER ON EACH END OF CABSHIELD
- ONE PAIR OBROUND STT IN REAR POSTS
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS
- MARKER LIGHTS PER FMVSS STANDARDS

### REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR 4" ROUND STT LIGHTS ON REAR HITCH
- ONE CENTER OBROUND BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

### EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WING WORK LIGHT MOUNTED ON FRONT POST
- ABL WING WORK LIGHT MOUNTED ON WING BOX

1.00	EACH	/PRODUCTS SURCHARGE		175.37	175.37
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### ELECTRICAL SURCHARGE

1.00	EACH	REAR HITCH			
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- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW
- 3/4" CARBON STEEL PLATE



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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		- 60K PH30 PINTLE HITCH-DIRECT MOUNTED - STD PINTLE MTG HEIGHT - TRAILER PLUG: 7 FLAT PIN RV STYLE - CUTOUTS FOR (2) 4" ROUND STT & (1) BACKUP - 2-BOLT TOW HOOKS INSTALLED - 5/8" CARBON STEEL D-RINGS - SEE CUSTOM DRAWING FOR HITCH MEASUREMENTS TO CLEAR PAVER			
1.00	EACH	/PRODUCTS SURCHARGE		30.83	30.83
		<b>REAR HITCH SURCHARGE</b>			
1.00	EACH	<b>PLOW HITCH</b> HITCH FOR SNOW PLOW PLOW HITCH FOR A KENWORTH T470H 2009 INSTALLED ON NEW TRUCK PACKAGE			
1.00	EACH	<b>HFF-QX</b> Heavy Front Frame Side Plate Hitch with QX Front Frame and Offset Lift Arm. (QAC Drop Pin Receiver with built in Two Pin Hookup.)			
1.00	EACH	<b>H10170</b> 4in X 10in Double Acting Cylinder W/Nitrided Rod			
1.00	EACH	<b>H10401</b> 5/8in Side Plates in Lieu of 1/2in (Not available on Utility)			
1.00	EACH	<b>H10420</b> Cross Over Relief Valve Kit (Installed or Not Installed)			
1.00	EACH	<b>H10435</b> Steel Channel Bumpers			
1.00	EACH	/PRODUCTS SURCHARGE		260.44	260.44
		<b>PLOW HITCH SURCHARGE</b>			
1.00	EACH	/PLOW HITCH LEAD TIME 21 DAYS AFTER DATA RECEIPT			



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			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
In the event that the truck Make/Model is not known at the time of this bid, Bonnell Ind. reserves the right to modify the price or type of hitch, if need be, to accomodate the specific truck once it is known.					
1.00	EACH	<b>PLOW</b>			
		CONFIGURED AS FOLLOWS: YES PAINTED: ORANGE POLYURETHANE ENAMEL NO EXTRA RIBS EXTRA RIBS			
1.00	EACH	<b>12ST49TT7</b>			
		Base Model 12ST49TT7 Straight Steel Snow Plow 12'-0" Cutting Edge X 49" Straight Height Torsion Trip Cutting Edge (4) 7/8" Round Wire Trip Springs Metropolitan Table/A-Frame Assembly (2) 3X10 Reversing Cylinders (5) Table To Moldboard Hookup Points			
1.00	EACH	<b>P10130</b>			
		Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)			
1.00	EACH	<b>P10210</b>			
		Quick attach loop (plow section installed)			
1.00	EACH	<b>P10400</b>			
		3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle			
1.00	EACH	<b>P10401</b>			
		3/4" Bottom Angle (ILO Standard) Trip Edge Angle (for trip edge plows)			
1.00	EACH	<b>P10425</b>			
		3/8" x 12" Rubber flap kit installed			
1.00	EACH	<b>P10465</b>			
		Plow stand - installed ( to hold hook up point @ desired height when detached)			
1.00	EACH	<b>P10470</b>			
		36" Blaze orange markers			



1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

Section VI, Item 5.

## Quote

Order Number: 0154208  
Order Date: 11/29/2021



**Delivery Ticket only do not  
remit from the Sales Order.  
Invoice will arrive in the mail.**

**Bill To:** 0009562  
CIT TRUCKS, LLC  
4301 N BELL SCHOOL RD  
LOVES PARK, IL 61111

**Ship To:** 4155  
CITY OF ROCHELLE  
420 N 6TH ST  
ROCHELLE, IL 61068

Phone: (815) 639-2000 Fax: (815) 639-0100 kreed@cittrucks.com  
**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
---------------	----------	--------	-------

Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	<b>P10527</b> PolarFLEX Carbide Cutting Edge System, Front Mount. (Installed on plow)			
1.00	EACH	<b>P10555</b> 1/2" Quick Couplers installed (one set/per plow) pioneer PHD-4000-4			
1.00	EACH	/PRODUCTS SURCHARGE		936.91	936.91
		<b>PLOW SURCHARGE</b>			
1.00	EACH	<b>WING</b> BONNELL WING PLOW - WING PLOW PAINTED ORANGE, CONFIGURED AS FOLLOWS:			
1.00	EACH	<b>9TEWFMP</b> Front Mounted Patrol Wing 9'-0" Long At The Cutting Edge Torsion Trip Cutting Edge Utilizing Four 7/8" Diameter Round Wire Torsion Trip Springs Leading Edge Height 28" Discharge End Height 34" Painted as Specified			
1.00	EACH	<b>W10100</b> 24in Hydraulic telescoping push bar/buffer (ILO Manual buffer)			
1.00	EACH	<b>W10117</b> 24in Stroke on Front post cylinder (Toe) (20in benching height) (Patrol wing only)			
1.00	EACH	<b>W10160</b> Wing lock valve - installed to cylinder			
1.00	EACH	<b>W10190</b> 24in Jumbo blade guide on discharge end with bolt on bracket			
1.00	EACH	<b>W10270</b> 3/4in bottom angle on Moldboard weldment			





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			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	<b>W10280</b> 3/4in Trip cutting edge angle. (Trip Cutting Edges only)			
9.00	EACH	<b>W10500</b> Standard 3/4in x 6in C1084 Steel Cutting Edge			
1.00	EACH	<b>W10532</b> 3/4" x 6" Tapered Wing curb shoe (Installed on Leading end of Plow) (Standard on all wings)			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		786.62	786.62
		<b>WING SURCHARGE</b>			
1.00	EACH	<b>UT SPREADER</b>  - UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS:			
1.00	EACH	<b>U696-DD-S2</b> Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified			
1.00	EACH	<b>U10100</b> Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger			
1.00	EACH	<b>U10200</b> Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor			
1.00	EACH	<b>U10390</b> 72" Spray Bar Installed In Spreader Body			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		206.78	206.78





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Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
---------	------	-------------	-----	------------	----------------

**UNDER TAILGATE SPREADER SURCHARGE**

1.00	EACH	<b>PREWET SYSTEM</b>			
------	------	----------------------	--	--	--

BONNELL CONFIGURED PREWET SYSTEM  
- PREWET SYSTEM CONFIGURED AS FOLLOWS:

1.00	EACH	<b>BC-120P-1-150</b>			
------	------	----------------------	--	--	--

Behind the Cab Prewet System with one 120 Gallon Poly Tank, Stainless Steel Tank  
Brackets, and 1-1/2in Plumbing.

1.00	EACH	<b>L10120</b>			
------	------	---------------	--	--	--

Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes  
an IP68 Wire Connection for Feedback Signal.

1.00	EACH	<b>L10315</b>			
------	------	---------------	--	--	--

2in Male Quick Fill Kit Installed.

1.00	EACH	<b>L10355</b>			
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Flush Kit. (Includes small poly flush tank) Installed.

1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		298.78	298.78
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**PREWET SYSTEM SURCHARGE**

	EACH	<b>*OPTION</b>		12,500.00	
--	------	----------------	--	-----------	--

**UPGRADE CONTROLLER TO A 6100 ULTRA**

**15% RESTOCKING FEE ON RETURNED ITEMS**

**NO RETURNS ON ELECTRICAL ITEMS**

BS1

Please Pay From Invoice

1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0005 TOM MASSEY

Net Order:	124,665.64
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>124,665.64</b>
Less Deposit:	0.00
<b>Order Balance:</b>	<b>124,665.64</b>

Rockford - 4301 North Bell School Road Loves Park, IL 61111 - 815.639.2000

CITY OF ROCHELLE

Dealership

12-14-21

Purchaser's Name

Date \_\_\_\_\_

<b>Stock #</b>	<b>VIN</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Retail</b>	<b>FET</b>	<b>Total</b>
			KW	T480	\$ 122,381.00		\$ 122,381.00
	BONNELL EQ				\$ 107,351.87		\$ 107,351.87
	SINGLE W/WING						
	PRICE IS SUBJECT TO CHANGE						
	BASED ON SPECS						

Total	\$ 229,732.87
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Tax Exempt / ICC # :

Sales Tax: %

\$ 195.00

### DOC Charges

## License

## Transfer

\$ 150.00

100

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TOTAL

**\$ 8.00**

## Registration

\$ 353.00

S E T T L E M E N T	DOC Charges		License	Transfer	Title	Registration	
	Description of Trade					Total Cash Delivered Price	\$ 230,085.87
	Year NONE	Make	Model	Cash Deposit Submitted with Order			
	VIN	Type		Allowance for Trade-In as Appraised			
	Less Balance Owning to:					Less Pay Off Amount	
	Additional Information:					Net Equity	
						Total Credits	
						Unpaid Cash Balance due on Delivery	\$ 230,085.87

IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE, AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

JEFF HEISER

Salesman Name

Purchaser's Signature \_\_\_\_\_

**THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR  
AUTHORIZED REPRESENTATIVE.**

420 N 6TH ST

Street Address

ROCHELLE IL

City &amp; State

61068

Zip

---

**Dealer or Authorized Representative**

Business Phone

Residential Phone





## ADDITIONAL TERMS AND CONDITIONS

1. AS USED IN THIS ORDER THE TERMS (A) "DEALER" SHALL MEAN THE AUTHORIZED DEALER TO WHOM THIS ORDER IS ADDRESSED AND WHO SHALL BECOME A PARTY HERETO BY ITS ACCEPTANCE HEREOF, (B) "PURCHASER" SHALL MEAN THE PARTY EXECUTING THIS ORDER SUCH ON THE FACE HEREOF, AND (C) "MANUFACTURER" SHALL MEAN THE CORPORATION THAT MANUFACTURED THE VEHICLE OR CHASSIS, IT BEING UNDERSTOOD BY PURCHASER AND DEALER THAT DEALER IS IN NO RESPECT THE AGENT OF MANUFACTURER, THAT DEALER AND PURCHASER ARE THE SOLE PARTIES TO THIS ORDER AND THAT REFERENCE TO MANUFACTURER HEREIN IS FOR THE PURPOSE OF EXPLAINING GENERALLY CERTAIN CONTRACTUAL RELATIONSHIPS EXISTING BETWEEN DEALER AND MANUFACTURER WITH RESPECT TO NEW MOTOR VEHICLES.
2. PURCHASE AGREES TO DELIVER TO DEALER SATISFACTORY EVIDENCE OF TITLE TO ANY USED MOTOR VEHICLE TRADED IN AS A PART OF THE CONSIDERATION FOR THE MOTOR VEHICLE ORDERED HEREUNDER OF THE TIME OF DELIVERY OF SUCH USED MOTOR VEHICLE TO DEALER. PURCHASER WARRANTS ANY SUCH USED MOTOR VEHICLE TO BE HIS PROPERTY FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS OTHERWISE NOTED HEREIN.
3. MANUFACTURER HAS RESERVED THE RIGHT TO CHANGE THE DESIGN OF ANY NEW MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THEREOF AT ANY TIME WITHOUT NOTICE AND WITHOUT OBLIGATION TO MAKE THE SAME OR ANY SIMILAR CHANGE UPON ANY MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THERE OF PREVIOUSLY PURCHASED BY OR SHIPPED TO DEALER OR BEING MANUFACTURED OR SOLD IN ACCORDANCE WITH DEALER'S ORDERS CORRESPONDINGLY, THE EVENT OF ANY SUCH CHANGE BY MANUFACTURER, DEALER SHALL HAVE NO OBLIGATION TO PURCHASER TO TAKE THE SAME OR ANY SIMILAR CHANGE IN ANY MOTOR VEHICLE, CHASSIS, ACCESSORIES OR PARTS THEREOF COVERED BY THIS ORDER EITHER BEFORE OR SUBSEQUENT TO DELIVERY THEREOF TO PURCHASER.
4. DEALER SHALL NOT BE LIABLE FOR FAILURE TO DELIVER OR DELAY IN DELIVERING THE MOTOR VEHICLE COVERED BY THIS ORDER WHERE SUCH FAILURE OR DELAY IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND THE CONTROL OF WITHOUT THE FAULT OF NEGLIGENCE OF DEALER.
5. THE PRICE FOR THE MOTOR VEHICLE SPECIFIED ON THE FACE OF THIS ORDER INCLUDES REIMBURSEMENT FOR FEDERAL EXCISE TAXES, BUT DOES NOT INCLUDE SALES TAXES, USE TAXES OR OCCUPATIONAL TAXES BASED ON SALES VOLUME, (FEDERAL, STATE, OR LOCAL) UNLESS EXPRESSLY SO STATED. PURCHASER ASSUMES AND AGREES TO PAY, UNLESS PROHIBITED BY LAW, ANY SUCH SALES, USE OR OCCUPATIONAL TAXES IMPOSED ON OR APPLICABLE TO THE TRANSACTION COVERED BY THIS ORDER, REGARDLESS OF WHICH PARTY MAY HAVE PRIMARY TAX LIABILITY THEREFORE.
6. FACTORY WARRANTY: ANY WARRANTY ON ANY NEW VEHICLE OR USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
  
**USED VEHICLE WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY:** UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IF FURNISHED BY DEALER TO BUYER. THIS VEHICLE IS SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED" **AND** THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
8. THE PURCHASER, BEFORE OR AT THE TIME OF DELIVERY OF THE MOTOR VEHICLE COVERED BY THIS ORDER WILL EXECUTE SUCH FORMS OF AGREEMENT OR DOCUMENTS AS MAY BE REQUIRED BY THE TERMS AND CONDITIONS OF PAYMENT INDICATED ON THE FRONT OF THIS ORDER.

**CIT TRUCKS - ROCKFORD (C260)**  
**4301 N. BELL SCHOOL ROAD**  
**LOVES PARK, Illinois 61111**

**Stock**

**Jeff Heiser**  
**Cell Phone:**  
**Office Phone: 815-639-2000**  
**Email: jheiser@citrucks.com**

**Stock Order**

## Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	23000
Description 1:	SINGLE AXLE T480 PLOW	G.C.W. (lbs):	43000
Description 2:	T480 CITY OF ROCHELLE		
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	90
Commodity:	Rock.	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Flatbed.	Wheelbase (in):	164
Length (ft):	10	Overhang (in):	65
Height (ft):	13	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	4000		
Trailer		Cab to Axle (in):	94.5
No. of Trailer Axles:	0	Cab to EOF (in):	159.5
Type:		Overall Comb. Length (in):	293
Length (ft):	0		
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

**Approved by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**

Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Model</b>				
0000480	S	<b>T480 Series Conventional</b>	108,636	<b>10,386</b>
0071001	O	<b>T480 Vocational Hood</b>	0	<b>0</b>
0080075	O	<b>Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.</b>	0	<b>0</b>
0090161	O	<b>T480 Single Rear</b>	0	<b>0</b>
0098413	O	<b>State of Registry: Illinois</b>	0	<b>0</b>
<b>Engine &amp; Equipment</b>				
0130207	O	<b>PX-9 360 360@1650 1150@1200, 2021</b> With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset ( N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	4,179	<b>0</b>
1000046	O	<b>EPA Compliant Engine</b>	0	<b>0</b>
1000151	S	<b>PremierSpec</b>	0	<b>0</b>
1000243	O	<b>Gearing Analysis: Performance</b> power before economy results.	0	<b>0</b>
1000254	O	<b>Customer's Typical Operating Spd: 65 mph.</b>	0	<b>0</b>
1000684		<b>Effective VSL Setting NA</b>	0	<b>0</b>

Price Level: April 1, 2021

100% Complete

Date: December 15, 2021

Deal: SINGLE AXLE T480 PLOW

Quote Number: QUO-809821-W3L2S0

Printed On: 12/15/2021 3:31:25 PM



Sales Code	Std/ Opt	Description	\$ List	Weight
1000858	O	Engine Idle Shutdown Timer Disabled	0	0
1000859	O	Enable EIST Ambient Temp Override	0	0
1000891		Eff EIST NA Expiration Miles	0	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0	0
1093120	O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	877	16
1105232	O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	350	0
1121234	O	Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches	538	10
1160205	O	Bugscreen Front of grille on 2.1M MD, C500, T800, T880, and W900. Behind grille on T680 and 1.9M MD.	147	2
1247234	O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	365	0
1290136	O	Tailpipe: 5 in. single 36 in. 45 degree curved.	195	15
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
1321205	O	Run Aid:Fuel Heat *For Fuel Filter	45	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	22	1
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	168	0
1504006	O	Block heater: PACCAR 750 watt 120V for PX-7 1000 watt for PX-9 and ISL9 engines.	22	2
1816200	O	Alternator: SEG 200 amp, brush type Formerly Bosch.	-103	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	153	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
1840066	O	Cab Power Cutoff SW on Cab Floor NFPA Compliant - Engine Shut off	314	2

Price Level: April 1, 2021

100% Complete

Date: December 15, 2021

Deal: SINGLE AXLE T480 PLOW

Quote Number: QUO-809821-W3L2S0

Printed On: 12/15/2021 3:31:25 PM

Sales Code	Std/ Opt	Description	\$ List	Weight
1900996	O	Jump start terminals under hood.	72	0
1901020	O	Remote PTO/Throttle, 12-Pin, 500K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	108	0
1901084	O	Body Builder Battery Power Prewire	39	0
<b>Transmission &amp; Clutch</b>				
2011205	O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	5,835	399
2406453	O	Driveline: 2 Dana SPL250XL 1 centerbearing requires 3500057 interaxle driveline. Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	366	54
2410018	O	Torque converter included w/Allison Transmission.	0	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410244	O	J1939 Park Brake Auto Neutral	0	0
2410311	U	Decline Allison Neutral at Stop Stand-Alone	0	0
2429358	O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	68	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460069	O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	895	38
<b>Front Axle &amp; Equipment</b>				
2506181	O	Dana Spicer D2000 Front Axle rated 20K standard track.	1,723	120
2641137	O	Front Brakes: 20K Meritor Q-Plus 16.5x6 in.	606	0
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	-227	104
2702022	O	Front Hubs Iron hub pilot 22,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	329	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0	0

Price Level: April 1, 2021

100% Complete

Date: December 15, 2021

Deal: SINGLE AXLE T480 PLOW

Quote Number: QUO-809821-W3L2S0

Printed On: 12/15/2021 3:31:25 PM



Sales Code	Std/ Opt	Description	\$ List	Weight
2750001	S	Hubcap: front vented.	0	0
2765001	S	Front Auto Slack Adjuster.	0	0
2865025	O	Front Springs: Taperleaf 20K w/shock absorbers w/ maintenance-free elastomer spring pin bushings.	146	76
2895305	O	Dual power steering gears: 18/20K	977	75
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	324	11
2900055	O	5 mm front suspension spacer block.	0	0
2900612	O	Threaded front spring bushings in place of elastomeric.	59	0
<b>Rear Axle &amp; Equipment</b>				
3061190	O	Single Dana Spicer S26-190 rear axle; 26K capacity rated at 26K. Single rear axle.	823	208
3200557	O	Rear Axle Ratio - 5.57.	0	0
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES-extended service S-cam.	0	0
3392001	O	Single Rear Brake heavy duty Brake Drums: cast. Use HD Gunite Drum when single axle with GAWR over 23,000 lbs is selected.	64	0
3403220	S	Single Rear Hubs: Iron hub pilot 11-1/4 in. bolt circle.	0	0
3441971	S	ConMet PreSet Plus Hub package; single rear axle.	0	0
3465001	S	Single Rear axle automatic slack adjusters.	0	0
3485007	S	Spring Brake: 3030 long stroke single 3 in. travel. Helps keep brakes in adjustment longer.	0	0
3495228	O	Bendix 4S/4M anti-lock brake system w/ air traction control (ATC).	510	2
3531001	O	Wheel Differential Lock for Dana Spicer Axles S21-170/172, S21-190, S23-170/172, S23-190, S26-190 & S30-190; adds D to the end of the axle part number.	1,081	28
3632277	O	Rear suspension: single Hendrickson HAS230L 23K. Welded steel crossmember & gussets w/shocks at 8.3 in. laden height, 8.5 in. unladen height. Medium-duty. Includes air suspension dump valve. Not rear air disc brake compatible.	643	-59
3832313	O	Bolted rear suspension crossmembers for HAS 210/210L or 230/230L. Replaces medium duty standard.	0	0
<b>Tires &amp; Wheels</b>				
4038678	O	Front tires: Goodyear G289 WHA 315/80R22.5 20PR. All position. 43.1 in. diameter. 20 in. SLR.	834	78
4277495	O	Rear tires: Bridgestone M770 11R22.5 16PR.	1,208	68

Price Level: April 1, 2021

100% Complete

Date: December 15, 2021

Deal: SINGLE AXLE T480 PLOW

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Sales Code	Std/ Opt	Description	\$ List	Weight
		42.2 in. diameter, drive. 19.6 in. SLR. Code is priced per pair of tires.		
4900004	O	<b>Rear Tire Quantity: 4</b>	0	0
5045280	O	<b>Front Wheel: Alcoa 89U64 22.5X9 AL</b> Ultra One High Polish Wheel.	486	0
5243363	O	<b>Rear Wheel: Alcoa 88267 22.5x8.25 aluminum with</b> Level One [TM] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.	782	-92
5859010	O	<b>Single Front Axle: 2 wheels Dura-Bright Mirror</b> Polish Dura-Bright outboard surface of aluminum wheels.	236	0
5859011	O	<b>Single Rear Axle Wheels: 2 wheels Dura-Bright</b> Mirror Polish. Dura-Bright outboard surface of outer dual or single aluminum wheels.	355	0
5900004	O	<b>Rear Wheel/Rim Quantity: 4</b>	0	0

### Frame & Equipment

6056200	O	<b>Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel to</b> 284 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	214	153
6309910	O	<b>Delete bumper: Requires a bumper setting code.</b>	-184	-27
6319064	O	<b>64 in. Bumper setting. Requires a bumper code.</b>	0	0
6321010	S	<b>Front tow loops: Two</b>	0	0
6390034	O	<b>24 in. frame rail extensions. Vocational hoods</b> only.	101	36
6391201	O	<b>Custom Frame Layout: one chassis</b> CFL F/T: customer wants	1,380	0
6400645	O	<b>Battery box cantilever aluminum BOC with full</b> polish.	457	19
6409210	O	<b>Rubber battery pad in bottom of battery box.</b> For cantilever-style or between the rails battery boxes.	7	0
6409902	S	<b>Battery box location: RH Side.</b>	89	15
6451126	O	<b>DPF/SCR box polished end plates and polished</b> cover.	194	0
6490139	S	<b>Heavy-duty one-pc aluminum intermediate/fill-in</b> crossmember.	0	0
6490433	S	<b>Heavy-duty 5-piece rear cab support, hucked</b> assembly. Huck fastened to frame.	0	0
6721102	S	<b>Rear mudflap arms: Betts B-25 standard-duty,</b> straight. Includes B1732 mounting brackets as standard.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0	0
<b>Fuel Tanks &amp; Equip</b>				
7140080	O	80 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	241	52
7722173	O	Large DEF tank, 15 gallons.	117	26
7840015	O	Polish only one aluminum tank.	141	0
7840038	O	Polished cover for 1 DEF tank any size.	229	3
7889061	O	Polished stainless steel tank straps for 1 tank.	71	0
7889203	O	DEF to fuel fill ratio 2:1 or greater.	0	0
7889368	O	Fuel tank drain plug.	3	0
7889614	O	DEF tank location is LH BOC. For 2.1M medium duty	0	0
7920080	O	Location: 80 gal fuel tank LH under cab	0	0
<b>Cab &amp; Equipment</b>				
8024311	S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0	0
8090153	O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	1,308	-24
8108002	O	Fine particulate filter for cabin air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	35	0
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0	0
8201200	S	Adjustable telescoping tilt steering column.	0	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	38	0
8205177	O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	166	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8208495	O	Two spare switches: Wired to power.	51	0
8222400	O	Gauge: DD Virtual Gauge - Air Suspension Pressure 1	61	0
8222405	O	Gauge: DD Virtual Gauge - Fuel Filter Restriction	79	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	59	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222419	O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410217	O	Driver Seat: KW Premium Air Seat HB Tough Cloth w/ Dual Armrests/Susp Cover/Isolator Lever/Seat Heater	527	0
8480207	O	Rider Seat: KW Toolbox Seat HB Tough Cloth w/o Armrests	8	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	384	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	50	0
8699933	O	CB Installation Kit: C/I Center Mtd of Header w/ Dual Antenna on LH/RH mirrors. One Jumper Harness.	178	2
8700091	O	Ashtray insert: W/cigar lighter located in center console. Deletes 1 12V outlet & 1 cupholder.	32	0
8700196	S	Turn Signal: Self-Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700663	O	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault	1,246	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.		
8800260	O	<b>Long grabhandle RH side mounted to side-of-cab exhaust.</b>	23	2
8800402	S	<b>Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles</b>	0	0
8832113	S	<b>Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.</b>	0	0
8841642	O	<b>Air Horn: Dual Round 26" LH/RH Roof Incl Air Horn Cover</b>	157	0
8850139	S	<b>Look-Down, Pass. Door, Black 11x6</b>	0	0
8850831	O	<b>Mirror: RH Hood Mounted, Dual View, Round CX Chrome</b>	99	4
8850841	O	<b>Mirror Shell: Dual Aero Chrome</b>	150	0
8860852	O	<b>Mirror: Dual KW Aero Rear View Motor, heated with Integral CX</b>	67	0
8871446	S	<b>Rear cab stationary window 19in x 36in</b>	0	0
8879917	O	<b>Two additional outboard windows 19in x 12in</b>	107	10
8890101	S	<b>One-piece bonded-in windshield with curved glass. Standard.</b>	0	0
8890135	O	<b>Exterior stainless steel sunvisor.</b>	700	11
8890356	O	<b>4 1/4" Molded Wheelwell Fender Extension.</b>	196	0
8890874	O	<b>Kenworth Cab Air Suspension.</b>	103	0
8891009	O	<b>Thermal/Sound Insulation Package</b>	244	0
8891011	O	<b>Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room &amp; Interior Overhead Storage</b>	43	0
<b>Lights &amp; Instruments</b>				
9010813	O	<b>Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.</b>	-8	0
9010951	O	<b>Daytime Running Lights Located in Bumper. Driven by Chassis Height.</b>	288	0
9022137	S	<b>Marker Lights: Five, rectangular, LED</b>	0	0
9030052	S	<b>LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.</b>	0	0
9080135	O	<b>Stainless Steel Brackets, Switch &amp; Wiring: Customer-installed dual beacon lights mounted over door of cab.</b>	217	4

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Sales Code	Std/ Opt	Description	\$ List	Weight
9090007	O	<b>Override Switch: For daytime running lamps.</b>	39	0
9090058	O	<b>Switch &amp; Wiring: For customer-installed plow light.</b> Includes circuit breaker.	175	0
9090142	O	<b>Wiring Only: For customer-installed backup alarm.</b>	46	0
9090151	O	<b>Wiring:Cust. Install Trlr Elec. Brake Controller.</b> Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	153	4
9090302	O	<b>Junction Box: Mounted Behind Cab or Sleeper</b> Not Mounted at End of Frame.	127	1
9090312	O	<b>Body Builder Lighting Harness Coiled End Of Frame</b> For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	133	0
9090849	O	<b>Polyswitches replacing fuses. Switch will</b> automatically reset after removal of excess load.	44	0
<b>Air Equipment</b>				
9101219	O	<b>Air Dryer: Bendix AD-HF Extended Purge Heated</b> With Puraguard	24	0
9108001	S	<b>Moisture ejection valve w/ pull cable drain.</b>	0	0
9140020	S	<b>Nylon air tubing in frame &amp; cab, excluding hoses</b> subject to excessive heat or flexing.	0	0
9140252	O	<b>Locate air dryer inside LH rail BOC.</b> This code requires the use of a custom frame layout code.	0	0
9150170	O	<b>Air tanks: aluminum replacing steel all tanks.</b> *Not air tanks on lift axles.	370	-44
<b>Extended Warranty</b>				
9200002	O	<b>Base Warranty - Severe Service</b> 12 months / 50,000 miles / 80,000 km.	0	0
9200008	S	<b>Base Warranty - PACCAR PX-9 Engine</b> 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9212621	O	<b>24 Month TruckTech+ Subscription for PACCAR PX Engines</b>	0	0
9220001	O	<b>Base Warranty: Emissions</b> 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
<b>Miscellaneous</b>				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	41	4
9490404	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of driver seat. Class ABC.	117	11
9490645	O	Zinc Phosphate frame rail paint processing. Requires frame rail code. Code is for 1 pair of rails.	304	0
9491659	S	VMUX Architecture	0	0

### Promotions

#### Paint

9700000	O	Paint color number(s).	0	0
		N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK		
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

### Order Comments

<b>Total List Price (W/O Freight &amp; Warranty &amp; Surcharges)</b>	\$145,491
<b>Marketing and Service Support Fee</b>	\$815
<b>Prepaid Freight</b>	\$2,625
<b>Total Surcharge/Options Not Subject To Discount</b>	\$0
<b>Total Weight</b>	11,948

### Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

Price Level: April 1, 2021	100% Complete	Date: December 15, 2021
Deal: SINGLE AXLE T480 PLOW		Quote Number: QUO-809821-W3L2S0
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**PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



**Shipping Destinations**

**Intermediate Destination:**

Final Destinations	Quantity
--------------------	----------



1385 Franklin Grove Rd  
Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

Section VI, Item 5.

## Quote

Order Number: 0153947  
Order Date: 11/29/2021



**Delivery Ticket only do not  
remit from the Sales Order.  
Invoice will arrive in the mail.**

**Bill To:** 0009562  
CIT TRUCKS, LLC  
4301 N BELL SCHOOL RD  
LOVES PARK, IL 61111

**Ship To:** 4155  
CITY OF ROCHELLE  
420 N 6TH ST  
ROCHELLE, IL 61068

Phone: (815) 639-2000 Fax: (815) 639-0100 kreed@citrucks.com  
**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
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Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE		103,781.00	103,781.00

APPLICATION: ONE NEW KENWORTH T370 SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH A 102" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT. FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- DUMP BODY
- CAB SHIELD INSTALLED ON BODY
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- WING, (MID-MOUNTED JUNIOR)
- UNDER TAILGATE SPREADER
- PREWET SYSTEM, (MOUNTED BEHIND CAB)

THE FOLLOWING ADDITIONAL ITEMS ARE INCLUDED:

- VIBRATOR INSTALLED (NEW VIBRATOR)
- FRAME COATING, (NOX-RUST 1523 UNDERCOATING)
- GREASE BANK AT REAR OF BODY OR FRAME TO GREASE ALL HINGE POINTS OF BODY

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	/PRODUCTS SURCHARGE		131.96	131.96
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### BASE TRUCK PACKAGE SURCHARGE

1.00	EACH	DUMP BODY			
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- DURAClass 10'-0" 201-2B STAINLESS DUMP BODY
- CROSSMEMBERLESS
- DOUBLE ACTING UNDER BODY HOIST
- 10" I-BEAM LONGSILLS OF CARBON STEEL
- 1/4" AR450 ABRASION RESISTANT FLOOR
- 28" 10 GA 201-2B STAINLESS SIDES-(ONE HORIZONTAL BRACE)
- 38" 10 GA 201-2B STAINLESS FRONT



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LOVES PARK, IL 61111

**Ship To:** 4155  
CITY OF ROCHELLE  
420 N 6TH ST  
ROCHELLE, IL 61068

Phone: (815) 639-2000 Fax: (815) 639-0100 kreed@cittrucks.com  
**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms Net 10 Days
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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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- 38" 10 GA 201-2B STAINLESS VERTICAL TAILGATE-(6 PANEL DESIGN)
- 201-2B STAINLESS CORNER POST
- ELECTRIC OVER AIR T-GATE LATCH
- UN-PAINTED STAINLESS TO BE CLEANED AND PASSIVATED
- GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE
- TAILGATE LATCH MANUAL OVERRIDE INSTALLED
- STAINLESS STEEL TAILGATE LATCH LINKAGE
- LABOR TO INSTALL CUSTOM CAB SHIELD
- 3 RUNG FOLDING LADDER INSTALLED
- RIGID REAR RUBBER MUD FLAPS INSTALLED
- RUBBER FRONT MUD FLAPS INSTALLED
- STAINLESS CHAIN HOOKS ON LOWER CENTER OF T-GATE
- (2) OBLONG LIGHT HOLE CUTOUTS IN EACH CORNER POST
- MOUNTING HOLES FOR (1) FEDERAL MICROPULSE FLASHER IN EACH CORNER POST
- CONDUIT FOR WIRING CAB SHIELD LIGHTS
- 1/4X2 FLAT BAR SIDE RAIL INSTALLED
- PREPPED FOR NEW TAILGATE SPREADER
- 12" WIDE STAINLESS SPILL PAN INSTALLED
- VIBRATOR INSTALLED
- 2X10 OAK SIDE BOARDS (RAW OAK) INSTALLED

1.00	EACH	/PRODUCTS SURCHARGE		549.76	549.76
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### DUMP BODY SURCHARGE

1.00	EACH	<b>CAB SHIELD</b> CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS:			
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- \*MATERIAL IS TO BE 201 STAINLESS STEEL.
- \*PAN WIDTH- 18".
- \*WIDTH- DETERMINED.
- \*HEIGHT TO BE DETERMINED TO BOTTOM OF PAN.
- \*4 FRONT FACING EVENLY SPACED OBLONG LIGHT HOLES.
- \*4 REAR FACING OBLONG LIGHT HOLES.
- \*1 SIDE FACING OBLONG LIGHT HOLE IN EACH SIDE FACING OUT.
- \*UNPAINTED.
- \*STAINLESS STEEL TO BE ELECTROCHEMICALLY CLEANED AND PASSIVATED.
- \*\*LIGHTING CODE: 44112

1.00	EACH	/PRODUCTS SURCHARGE		64.98	64.98
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### CAB SHIELD SURCHARGE



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Dixon, IL 61021  
815-284-3819 \* 815-284-8815 Fax  
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**Confirm To:** OZZY **Comment:**

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Customer P.O.	Ship VIA	F.O.B.	Terms
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Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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1.00	EACH	<b>HYDRAULIC SYSTEM</b>  - PTO: OMFB 278 SERIES - PUMP: TXV92 - ADD-A-STACK HYDRAULIC VALVE TO OPERATE: HOIST, PLOW , WING, PREWET, AUGER, SPINNER - APSCO AIR CONTROLS - "FORCE" 5100EX ELECTRONIC SPREADER CONTROLLER - "FORCE" VT35 STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES HIGH PRESSURE FILTER - CLOSED LOOP PREWET CABLE - CLOSED LOOP GRANULAR SENSOR  - BONNELL CONSOLE TO INCLUDE LEVERS: - HOIST -- SINGLE AXIS LEVER W INTERLOCK - PLOW LIFT -- SINGLE AXIS LEVER - PLOW ANGLE -- SINGLE AXIS LEVER - WING TOE -- SINGLE AXIS LEVER - WING HEEL -- SINGLE AXIS LEVER			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		485.08	485.08
		<b>HYDRAULICS SURCHARGE</b>			
1.00	EACH	<b>ELECTRICAL</b>  - ALL LED LIGHTING UNLESS OTHERWISE NOTED - BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM - InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS - DATA SHEET REQUIRED - BODY UP SWITCH WITH INDICATOR LAMP - BONNELL WIRE HARNESSSES - ELECTRIC BRAKE CONTROLLER INSTALLED  CAB ROOF LIGHTING AND ACCESSORIES  - FACTORY SUPPLIED ROOF BRACKET - CAB MOUNTED PLOW LIGHTS AND WORK LIGHTS - WORK LIGHT TO COME ON WITH HIGH BEAM ONLY - HEATED WIPERS INSTALLED  PLOW LIGHTING			





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## Quote

Order Number: 0153947  
Order Date: 11/29/2021



**Delivery Ticket only do not  
remit from the Sales Order.  
Invoice will arrive in the mail.**

**Bill To:** 0009562  
CIT TRUCKS, LLC  
4301 N BELL SCHOOL RD  
LOVES PARK, IL 61111

**Ship To:** 4155  
CITY OF ROCHELLE  
420 N 6TH ST  
ROCHELLE, IL 61068

Phone: (815) 639-2000 Fax: (815) 639-0100 kreed@cittrucks.com  
**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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- ABL-3830-0080 LED PLOW LIGHTS ON  
BODY LIGHTING

- FOUR FRONT FACING OBLONG AMBER FLASHERS ON CABSHIELD, EVENLY  
SPACED  
- ONE PAIR REAR FACING OBLONG STT ON CABSHIELD  
- ONE PAIR REAR FACING OBLONG AMBER/WHITE FLASHERS ON CABSHIELD  
- ONE AMBER/WHITE FLASHER ON EACH END OF CABSHIELD  
- ONE PAIR OBROUND STT IN REAR POSTS  
- ONE PAIR OBLONG AMBER/WHITE FLASHERS IN REAR POSTS  
- MARKER LIGHTS PER FMVSS STANDARDS

REAR HITCH AND CHASSIS LIGHTING

- ONE PAIR 4" ROUND STT LIGHTS ON REAR HITCH  
- ONE CENTER OBROUND BACKUP LIGHT ON REAR HITCH  
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH  
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY  
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED UNDER CORNER POST ON DRIVERS SIDE AIMED AT  
SPINNER  
- ABL WING WORK LIGHT MOUNTED ON STEP  
- ABL WING WORK LIGHT MOUNTED ON PREWET TANK BRACKET

1.00	EACH	/PRODUCTS SURCHARGE		162.54	162.54
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### ELECTRICAL SURCHARGE

1.00	EACH	REAR HITCH			
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- REAR HITCH TYPE: CUSTOM REAR HITCH PER BELOW  
- 3/4" CARBON STEEL PLATE  
- 40K PH20 PINTLE HITCH-DIRECT MOUNTED  
- STD PINTLE MTG HEIGHT  
- TRAILER PLUG: 7 FLAT PIN RV STYLE  
- CUTOUTS FOR (2) 4" ROUND STT & (1) BACKUP  
- 2-BOLT TOW HOOKS INSTALLED  
- 5/8" CARBON STEEL D-RINGS  
- SEE CUSTOM DRAWING FOR HITCH MEASUREMENTS TO CLEAR PAVER

1.00	EACH	/PRODUCTS SURCHARGE		30.83	
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1385 Franklin Grove Rd  
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815-284-3819 \* 815-284-8815 Fax  
800-851-9664  
www.bonnell.com \* info@bonnell.com

Section VI, Item 5.

## Quote

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**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.		Ship VIA		F.O.B.		Terms	
						Net 10 Days	
<hr/>							
Ordered	Unit	Item Number			D/S	Each Price	Extended Price

### REAR HITCH SURCHARGE

1.00	EACH	<b>PLOW HITCH</b> HITCH FOR SNOW PLOW PLOW HITCH FOR A KENWORTH T370 WITH FRAME EXT. INSTALLED ON NEW TRUCK PACKAGE			
1.00	EACH	<b>HFF-QX</b> Heavy Front Frame Side Plate Hitch with QX Front Frame and Offset Lift Arm. (QAC Drop Pin Receiver with built in Two Pin Hookup.)			
1.00	EACH	<b>H10170</b> 4in X 10in Double Acting Cylinder W/Nitrided Rod			
1.00	EACH	<b>H10310</b> Stainless Hood Mounted Light Brackets. (Side of Hood)			
1.00	EACH	<b>H10400</b> 1/2in Side Plates. (Included in Standard Price of Side Plate Hitch)			
1.00	EACH	<b>H10420</b> Cross Over Relief Valve Kit (Installed or Not Installed)			
1.00	EACH	<b>H10435</b> Steel Channel Bumpers			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		262.60	262.60

### PLOW HITCH SURCHARGE

1.00	EACH	<b>PLOW</b>  CONFIGURED AS FOLLOWS: YES PAINTED: ORANGE POLYURETHANE ENAMEL NO EXTRA RIBS EXTRA RIBS			
1.00	EACH	<b>11ST49TT7</b> Base Model 11ST49TT7			



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## Quote

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**Confirm To:** OZZY Comment:

Phone:  
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
			Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		Straight Steel Snow Plow 11'-0" Cutting Edge X 49" Straight Height Torsion Trip Cutting Edge (4) 7/8" Round Wire Trip Springs Metropolitan Table/A-Frame Assembly (2) 3X10 Reversing Cylinders (5) Table To Moldboard Hookup Points			
1.00	EACH	<b>P10130</b>			
		Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)			
1.00	EACH	<b>P10210</b>			
		Quick attach loop (plow section installed)			
1.00	EACH	<b>P10400</b>			
		3/4" Bottom Angle (ILO Standard)-Moldboard Weldment Angle			
1.00	EACH	<b>P10401</b>			
		3/4" Bottom Angle (ILO Standard) Trip Edge Angle (for trip edge plows)			
1.00	EACH	<b>P10425</b>			
		3/8" x 12" Rubber flap kit installed			
1.00	EACH	<b>P10465</b>			
		Plow stand - installed ( to hold hook up point @ desired height when detached)			
1.00	EACH	<b>P10470</b>			
		36" Blaze orange markers			
1.00	EACH	<b>P10527</b>			
		PolarFLEX Carbide Cutting Edge System, Front Mount. (Installed on plow)			
1.00	EACH	<b>P10555</b>			
		1/2" Quick Couplers installed (one set/per plow) pioneer PHD-4000-4			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		908.02	908.02



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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
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### PLOW SURCHARGE

1.00	EACH	<b>WING</b> BONNELL WING PLOW - WING PLOW PAINTED ORANGE, CONFIGURED AS FOLLOWS:			
1.00	EACH	<b>8NTWMMJ</b> Mid Mounted Junior Wing 8'-0" Long At The Cutting Edge Non-Trip Moldboard Leading Edge Height 26" Discharge End Height 26" Painted as Specified			
1.00	EACH	<b>W10115</b> 12in Stroke on Front post cylinder (Toe) (8in benching height) (Patrol wing only)			
1.00	EACH	<b>W10160</b> Wing lock valve - installed to cylinder			
1.00	EACH	<b>W10190</b> 24in Jumbo blade guide on discharge end with bolt on bracket			
8.00	EACH	<b>W10500</b> Standard 3/4in x 6in C1084 Steel Cutting Edge			
1.00	EACH	<b>W10532</b> 3/4" x 6" Tapered Wing curb shoe (Installed on Leading end of Plow) (Standard on all wings)			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		469.54	469.54

### WING SURCHARGE

1.00	EACH	<b>UT SPREADER</b> - UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS:			
1.00	EACH	<b>U696-DD-S2</b>			



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Section VI, Item 5.

## Quote

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**Confirm To:** OZZY Comment:

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Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
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Net 10 Days

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		Under Tailgate Spreader 6" Auger X 4" Pitch X 96" Overall length Direct Drive Motor with 22.6 CI displacement 201 Stainless Steel Includes Mounting Kit and Tailgate Shields Unpainted unless Otherwise Specified			
1.00	EACH	<b>U10100</b> Single Drop Port 24in From Left End Of The Spreader. Standard On A 6in Spreader. Reverse Flighted Auger			
1.00	EACH	<b>U10200</b> Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor			
1.00	EACH	<b>U10390</b> 72" Spray Bar Installed In Spreader Body			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		206.78	206.78
		<b>UNDER TAILGATE SPREADER SURCHARGE</b>			
1.00	EACH	<b>PREWET SYSTEM</b> BONNELL CONFIGURED PREWET SYSTEM - PREWET SYSTEM CONFIGURED AS FOLLOWS:			
1.00	EACH	<b>BC-120P-1-150</b> Behind the Cab Prewet System with one 120 Gallon Poly Tank, Stainless Steel Tank Brackets, and 1-1/2in Plumbing.			
1.00	EACH	<b>L10120</b> Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Includes an IP68 Wire Connection for Feedback Signal.			
1.00	EACH	<b>L10315</b> 2in Male Quick Fill Kit Installed.			
1.00	EACH	<b>L10355</b> Flush Kit. (Includes small poly flush tank) Installed.			
1.00	EACH	<b>/PRODUCTS SURCHARGE</b>		298.78	



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Customer P.O.		Ship VIA	F.O.B.	Terms	
				Net 10 Days	
Ordered	Unit	Item Number	D/S	Each Price	Extended Price

PREWET SYSTEM SURCHARGE

**15% RESTOCKING FEE ON RETURNED ITEMS**  
**NO RETURNS ON ELECTRICAL ITEMS**

BS1

Please Pay From Invoice  
1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts  
Salesperson: 0005 TOM MASSEY

Net Order: 107,351.87  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
Order Total: 107,351.87  
Less Deposit: 0.00  
Order Balance: 107,351.87



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

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

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**AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
AWARDING CIT TRUCKS THE PURCHASE ORDER FOR TWO DUMP TRUCKS**

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

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

**City Council**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle

CITY OF ROCHELLE  
Ogle County, Illinois

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

**AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
AWARDING CIT TRUCKS THE PURCHASE ORDER FOR TWO DUMP TRUCKS**

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

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

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

**WHEREAS**, the City, through the Rochelle Street Department one of its departments operates various utilities and services to City residents; and

**WHEREAS**, the Street Department has utilized a single axel dump truck and a dual axel dump truck for its operations since 2003 and 2005, respectively; and

**WHEREAS**, the Street Departments current dump trucks have reached their useful life; and

**WHEREAS**, in effort to minimize downtime and minimize maintenance costs the Street Department must replace its current dump trucks; and

**WHEREAS**, the Street Department utilized Sourcewell to gather estimates for the purchase of two new dump trucks; and

**WHEREAS**, CIT Trucks provided the lowest quote for the single axel dump truck and the dual axel dump truck, attached hereto as Exhibit 1 and Exhibit 2, respectively; and

**WHEREAS**, the City desires to waive competitive bidding requirements and award CIT Trucks the purchase orders (“Purchase Orders”) for the purchase of a single axel dump truck and a dual axel dump truck, which are to be purchased for the City in an amount not to exceed \$230,085.87 and 260,464.64, respectively, and totaling \$490,550.51; and

**WHEREAS**, the City staff has contacted local banks to obtain financing for the purchase of the two dump trucks; and

**WHEREAS**, Holcomb Bank has offered to provide a loan at 1.95%, with a three-year amortization; and

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

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to execute the Purchase Orders with CIT Trucks for the purchase of a single axel dump truck and a dual axel dump truck, which are to be purchased for the City in an amount not to exceed \$230,085.87 and 260,464.64, respectively, (totaling \$490,550.51) attached hereto as Exhibit 1 and Exhibit 2, respectively, and to finance said purchase with a loan from Holcomb Bank; and

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

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

**SECTION TWO:** The Mayor and City Council of the City of Rochelle hereby waive competitive bidding and approve said Purchase Orders with CIT Trucks for the purchase of a single axel dump truck and a dual axel dump truck, which are to be purchased for the City in an amount not to exceed \$230,085.87 and 260,464.64, respectively, (totaling \$490,550.51) attached hereto as Exhibit 1 and Exhibit 2, respectively, and to finance said purchase with a loan from Holcomb Bank. The City Manager is hereby authorized to execute said Purchase Orders and ancillary agreements to complete the transaction and to obtain the loan from Holcomb Bank, subject to review and revision as to form by the City Attorney.

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

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

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

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

PASSED THIS 14<sup>th</sup> day of February 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 14<sup>th</sup> day of February 2022.

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MAYOR

ATTEST:

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CITY CLERK

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF OGLE        )        SS.

CERTIFICATE

I, \_\_\_\_\_, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, “AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENT AND AWARDING CIT TRUCKS THE PURCHASE ORDER FOR TWO DUMP TRUCKS” which was adopted by the Mayor and City Council of the City of Rochelle on February 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14<sup>th</sup> day of February 2022.

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



**ROCHELLE CITY COUNCIL  
REGULAR MEETING 02/14/2022  
AGENDA ITEM NO. ?**

**SUBJECT: AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENT AND  
AWARDING CIT TRUCKS THE PURCHASE ORDER FOR TWO DUMP TRUCKS**

**Staff Contact:** Tim Isley

**Summary:** In 2019, City Council approved the purchase of two Kenworth single axle dump trucks with snowplow packages. This purchase has proven to be an excellent investment. Not only are we seeing improvements in dependability and performance, but we are also seeing nearly a 25% reduction in salt usage. In 2019 these trucks were financed through a local bank with an interest rate of 3.09%. This loan was paid off in January of 2022.

The City Manager has again solicited local banks to finance the purchase of two new dump trucks, and lock in historically low interest rates. Holcomb Bank has offered the lowest interest rate of 1.95% over a four-year term. The 2023-2026 Street Department capital outlay includes funds for annual payments of one new single axle dump truck and one new tandem axle dump truck. Each truck will be equipped with stainless steel hydraulic dump bodies and snowplow packages. The single axle dump truck is priced at \$230,085.87 and the tandem axle dump truck is priced at \$260,464.64 for a combined total cost of \$490,550.51.

Each year the cost of these trucks including the dump body and plow packages see an average increase of 5 percent. Financing two of these vehicles at the same time eliminates the annual increase of cost for one of these vehicles over a two-year period. This savings helps to offset the financed interest rate cost for the two new dump trucks. Another significant benefit to financing our dump trucks is a smaller up-front investment compared to an outright purchase. The proposed four-year finance agreement reduces the purchase costs to a more manageable annual expense and allows the rest of that funding to be used on other important capital projects throughout the City.

These new trucks will replace existing 2003 and 2005 International dump trucks. Replacing these dump trucks will reduce maintenance costs and down time as well as greatly reduce road salt costs by incorporating new spreader control technology.

The proposed vehicles are to be purchased through CIT Trucks LLC in Rockford, IL under Sourcewell procurement contracts (060920-KTC) and (080818 BNL). Sourcewell is a governmental unit providing competitively solicited cooperative contracts ready for use by governmental entities. Sourcewell's rigorous procurement process meets or exceeds all local and state purchasing requirements. (30 ILCS 525 /2)

**Funding Sources:**

Source: 2023-2026	Budgeted Amount:	Proposed Expenditure:
General fund 01-41-840	\$	\$

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

**Recommendation:** Approve a Resolution Waiving the Competitive Bidding Requirements and Authorizing the Purchase of order for Two (2) Dump Trucks from CIT Trucks, LLC

**Supporting Documents:**

2023 KW T480 Single Axle Dump Truck

2023 KW T480 Tandem Axle Dump Truck

Acceptance of Award Bonnell

Acceptance of Award Kenworth

Illinois Legal Reference

Sourcewell Solicitation Process

Resolution Waiving the Competitive Bidding Requirements and Authorizing the Purchase Order for Two (2) Dump Trucks from CIT Trucks, LLC

**File Attachments for Item:**

6. A Resolution Authorizing the City Manager to Modify the RMU Assistance Program

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

**SUBJECT:** A Resolution Authorizing the City Manager to Modify the RMU Assistance Program

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

**Summary:** RMU currently offers up to \$300 annual utility assistance for customers that are at or below the 150% of the federal poverty level. The proposed resolution will temporally modify the annual utility assistance by increasing the amount to \$500 for customers that are at or below the 200% federal poverty level for the duration of six months from the day of this Resolution.

In 2019, 109 customers received assistance totaling \$32,700. In 2020, 79 customers received \$39,500 and in 2021, 84 customers received \$42,000 in assistance. The program is funded by the sale of renewable energy credits generated by the Rochelle Energy Center at the landfill.

**Recommendation:** Approve a Resolution Authorizing the City Manager to Modify the Rochelle Municipal Utilities Assistance Program

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

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO MODIFY THE  
ROCHELLE MUNICIPAL UTILITIES ASSISTANCE PROGRAM**

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

**TOM MCDERMOTT**  
**BIL HAYES**  
**KATE SHAW-DICKEY**  
**DAN MCDERMOTT**  
**JOHN GRUBEN**  
**ROSAELIA ARTEAGA**  
**City Council**

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



**CITY OF ROCHELLE**  
Ogle County, Illinois

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ESTABLISH A  
ROCHELLE MUNICIPAL UTILITIES ASSISTANCE PROGRAM**

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

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

**WHEREAS**, pursuant to 65 ILCS 5/11-76.1-1 of the Illinois Municipal Code, the Mayor and City Council have the power to purchase real property for a public purpose following an affirmative two-thirds vote of its City Council; and

**WHEREAS**, the City of Rochelle (“City”) owns and operates the Rochelle Municipal Utilities (“RMU”) to provide electric and water services to the residents of the City; and

**WHEREAS**, the City and RMU desire to modify the RMU Customer Assistance Program, which will provide certain monetary support to residents of the City based upon their income, further described in the attached Exhibit 1; and

**WHEREAS**, the City previously adopted the RMU Assistance Program on May 28, 2019 (Resolution No. 19-33) and amended the RMU Assistance Program on August 10, 2020 (Resolution No. 20-28); and

**WHEREAS**, the City and RMU desire to modify the RMU Customer Assistance Program to allow this program to apply to RMU customers who are at or below 200% of the federal poverty guidelines through the end of 2021, with an extension through December 31, 2022 at the discretion of the City Administrator after which this Program will revert to the prior income threshold as approved May 28, 2019; 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 modify said RMU Customer Assistance Program; and

**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 Corporate Authorities of the City of Rochelle, pursuant to their authority and control over RMU, hereby approves and authorizes the City Manager to modify the RMU Customer Assistance Program, described in the attached Exhibit 1, to allow this program to apply to RMU customers who are at or below 200% of the federal poverty guidelines through the end of 2022, with an extension through December 31, 2022 at the discretion of the City Administrator, after which this Program will revert to the prior income threshold as approved May 28, 2019.

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

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

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

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

PASSED THIS 14<sup>th</sup> day of February, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 14<sup>th</sup> day of February, 2022.

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MAYOR

ATTEST:

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CITY CLERK

STATE OF ILLINOIS        )  
                                      )       SS.  
COUNTY OF OGLE        )

CERTIFICATE

I, \_\_\_\_\_, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, “A RESOLUTION AUTHORIZING THE CITY MANAGER TO ESTABLISH A ROCHELLE MUNICIPAL UTILITIES ASSISTANCE PROGRAM,” which was adopted by the Mayor and City Council of the City of Rochelle on February 14, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 14<sup>th</sup> day of February, 2022.

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