

## **AGENDA**

## CITY OF ROCHELLE

# CITY COUNCIL REGULAR MEETING

Monday, November 10, 2025 at 6:30 PM

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

## I. CALL TO ORDER:

- 1. Pledge to the Flag
- 2. Prayer

## II. ROLL CALL:

## III. PROCLAMATIONS, COMMENDATIONS, ETC:

- 1. 50th Anniversary of Focus House November 2025
- 2. Swearing-In Ceremony Matt Hoffman, City Treasurer

## IV. REPORTS AND COMMUNICATIONS:

- 1. Mayor's Report
- 2. Council Members

## V. PUBLIC COMMENTARY:

## VI. DISCUSSION ITEMS:

- 1. Burlington Junction Railway Presentation
- 2. Spring Lake Remediation Project Update
- 3. Small Business Interior Improvement Program
- 4. Fast Forward Line Inspection Report

#### VII. BUSINESS ITEMS:

- CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
  - a) Approve City Council Meeting Minutes 10/27/2025
  - b) Approve Payment Registers 10/27/2025, 11/3/2025
  - c) Approve Exception Payment Registers 10/27/2025, 10/27/2025
  - d) Approve Payroll 10/13/2025-10/26/2025
  - e) Approve a Resolution Appointing an Authorized Agent for IMRF
  - f) Approve 2026 Holidays
  - g) Approve 2026 Meeting Dates
  - h) Authorize the Completion of Signature Forms at Financial Institutions
- 2. An Ordinance Levying Taxes for all Corporate Purposes for the City of Rochelle, Ogle County and Lee County, Illinois, for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026
- 3. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal and Interest on \$2,955,000 Taxable General Obligation Refunding Bonds (TIF Alternate Revenue Source), Series 2013 of the City of Rochelle
- 4. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 of the City of Rochelle
- Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$7,775,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2021 of the City of Rochelle

- Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$8,895,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2022 of the City of Rochelle
- 7. Ordinance Abating the Taxes Levied for 2025 to Pay the Debt Service on General Obligation Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle
- 8. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,795,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2023 of the City of Rochelle
- 9. A Resolution Approving the Purchase of 313 W 5<sup>th</sup> Avenue
- 10. An Ordinance Waiving Competitive Bidding Requirements and Authorizing an Agreement with AIDash for Vegetation Management Services Software
- 11. A Resolution Approving Easement Agreements with John Norton
- 12. A Resolution Approving Easement Agreements with Chicago Title Trust
- 13. A Resolution Approving Easement Agreements with Donald Cappell and Frances Cappell
- 14. A Resolution Approving Easement Agreements with Fresh Furrow LLC
- 15. A Resolution Approving Easement Agreements with Noggle Family Limited Partnership

## VIII. EXECUTIVE SESSION:

#### IX. ADJOURNMENT:

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

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

# **File Attachments for Item:**

1. 50th Anniversary of Focus House - November 2025



City of Rochelle, Illinois

Office of the Mayor

# 50th Anniversary of Focus House

WHEREAS, Focus House was established in 1975 to provide residential care, education, counseling, and community support for at-risk youth in the Ogle County area; and

WHEREAS, for fifty years, Focus House has served thousands of young people and families, fostering resilience, accountability, and positive change; and

WHEREAS, the Foundation for Focus House has worked tirelessly to sustain and expand these services through fundraising, partnerships, and advocacy; and as a part of that, we here at the City of Rochelle, thank Ogle County and the Ogle County Board for their continued support and partnership with Focus house, and

WHEREAS, the success of Focus House is a direct result of the commitment of its staff, volunteers, supporters, and the ongoing cooperation with many entities and

NOW, THEREFORE, BE IT RESOLVED, that the City of Rochelle City Council hereby recognizes the 50<sup>th</sup> Anniversary of Focus House, commends its staff and supporters for their dedication, and reaffirms the City's commitment to supporting youth and families in need; and

BE IT FURTHER RESOLVED, that I, John Bearrows, as the Mayor of the City of Rochelle, hereby declare November 2025 as Focus House Month, and ask that all residents, both within the city and throughout our county, take time and express our sincere appreciation for the much-needed services offered to our youth, both city and county wide.





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Attest:

RoseMary Huéramo, City Clerk

## File Attachments for Item:

- 1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
- a) Approve City Council Meeting Minutes 10/27/2025
- b) Approve Payment Registers 10/27/2025, 11/3/2025
- c) Approve Exception Payment Registers 10/27/2025, 10/27/2025
- d) Approve Payroll 10/13/2025-10/26/2025
- e) Approve a Resolution Appointing an Authorized Agent for IMRF
- f) Approve 2026 Holidays
- g) Approve 2026 Meeting Dates
- h) Authorize the Completion of Signature Forms at Financial Institutions



# MINUTES CITY COUNCIL REGULAR MEETING Monday, October 27, 2025 at 6:30 PM

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

- I. CALL TO ORDER: Pledge to the flag and prayer were led by City Clerk Rose Huéramo.
- II. ROLL CALL: Present were Councilors T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, and Valdivieso. Absent: Mayor John Bearrows. A quorum of six were present. Also, present City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo, and City Attorney Dominick Lanzito.
  Motion made by Councilor Hayes, Seconded by Councilor Valdivieso, "I move the Council appoint Councilmen Tom McDermott as Mayor Pro Tem for tonight's meeting." Voting Yea: T. McDermott, Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso. Nays: None. Motion passed 6-0.
- III. PROCLAMATIONS, COMMENDATIONS, ETC: National Family Literacy Day November 1, 2025

#### IV. REPORTS AND COMMUNICATIONS:

- 1. Mayor's Report: Mayor Pro Tem T. McDermott: The community is reminded that Halloween falls on October 31. Please drive carefully and be mindful of children out trick-or-treating.
- 2. Council Members: Councilwoman Arteaga informs residents that Flagg-Rochelle Public Library is hosting a Family Reading Night on November 20 from 5:00 p.m. to 7:00 p.m.
- 3. Fire & Police Commissioners Resignation Gregg Olson Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "I move the council to accept the resignation of Gregg Olson from the Fire & Police Commissioners effective immediately." Voting Yea: Hayes, D. McDermott, Shaw-Dickey, Arteaga, Valdivieso. Nays: None. Motion passed 5-0.
- 4. New Employee Introductions Raymond Hartwig, Adam Merrill, CJ Miskell Electric Department
- **V. PUBLIC COMMENTARY:** Dawn Nance & Daniel Vankirk expressed concerns about the potential development of a data center in the area.

#### VI. DISCUSSION ITEMS:

- 1. Alternate Revenue Bonds Airport & Tech Center Projects: Public Works Director Tim Isley presented the council with alternate revenue bond options to fund the construction of a new eight-unit airplane hangar, as well as necessary electrical upgrades at the Rochelle Technology Center. The total estimated cost to complete both projects is \$2.7 million.
- 2. 2025 Q1-Q2 Performance Measures Moved to future Council meeting.
- **3. Fast Forward Line Inspection Report** Moved to future Council meeting.

## VII. BUSINESS ITEMS:

- 1. CONSENT AGENDA ITEMS BY OMNIBUS VOTE with Recommendations:
  - a) Approve City Council Meeting Minutes 10/14/2025
  - b) Approve Payroll 9/29/2025 10/12/2025
  - c) Approve Payment Registers 10/14/2025, 10/20/2025
  - d) Accept and Place on File September Financials
  - e) Approve Special Event Request Light Up Lincoln Parade

Motion made by Councilor Arteaga, Seconded by Councilor Valdivieso, "I move consent agenda items (a) through (e) be approved by Omnibus vote as recommended." Voting Yea: Hayes, D. McDermott, Shaw-Dickey, Arteaga, and Valdivieso. Nays: None. Motion passed 5-0.

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2. An Ordinance Accepting the Proposal from Tri-City Electric Co. for the Construction of CenterPoint Substation. The City received competitive bids for the construction of the CenterPoint Substation Project on October 8, 2025, at 2:00 p.m. A total of three (3) bids were received on time. A summary of the bids is shown below:

 Contractor
 Bid Price

 Tri-City Electric Co.
 \$6,975,780.00

 JF Electric
 \$8,061,730.00

 L.E. Myers
 \$8,500,317.00

After review, the bid from Tri-City Electric Co. was determined to be the apparent low bid for Specification 2201K003. The bid submission did not include any noteworthy clarifications, exceptions, or price escalators. Tri-City Electric Co. has provided a solid list of reference projects of similar scope and complexity. The company appears to be in good standing and employs certified and well-trained craftsmen. The bids received are consistent with current market pricing for both materials and installation. It is recommended that the City award the installation contract to Tri-City Electric Co. in the amount of \$6,975,780.00 as the lowest responsible bidder. Additionally, staff recommends including a 10% contingency to cover any unforeseen site conditions that may arise during construction. Superintendent of Electric Operations Blake Toliver was available for questions. Motion made by Councilor Valdivieso, Seconded by Councilor Shaw-Dickey, "I move Ordinance 2025-64, an Ordinance Accepting the Proposal from Tri-County Electric Co., for the Construction of CenterPoint Substation, be approved." Voting Yea: Hayes, D. McDermott, Shaw-Dickey, Arteaga, and Valdivieso. Nays: None. Motion passed 5-0.

- **3.** A Resolution Authorizing a Collocation and VLan Transport Service Agreement with Digital Network Access Communications, Inc. The Advanced Communications Department is looking to enter into a Collocation Agreement with DNA Communications to lease space to them within the City of Rochelle Tech Center. Having DNA Communications located within the Datacenter will allow us to enter into a VLAN Transport Services Agreement whereby they would be able to provide internet and phone services to customers within the RMU service territory using our fiber infrastructure. Having another provider on our fiber system will allow customers the opportunity to have redundant provider options across the RMU fiber system. The collocation space that we will be allocating to DNA will allow them to expand services to customers that we are not equipped to handle, such as offsite backups and things of that nature. This is a revenue creating venture and gets us moving in the right direction for repopulating the unused space within the Datacenter. Director of Advance Communications Pat Brust was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, "I move Resolution R2025-45, a Resolution Authorizing a Collocation and VLAN Transport Services License Agreement with Digital Network Access Communications, Inc, be approved." Voting Yea: Hayes, D. McDermott, Shaw-Dickey, Arteaga, and Valdivieso. Nays: None. Motion passed 5-0.
- 4. An Ordinance Accepting the Proposal from Martin & Company for Phase One of the 14th Street Storm Water Improvements. The N 14th Street Storm Sewer project was identified in the 2025 CIP and is considered Phase 1 of the improvements. The project will include new larger diameter storm sewer drainage upgrades to enhance or replace old deteriorated and undersized existing storm sewers that currently service a large, developed and urbanized area upland watershed north and east of the 14th Street right of way. All the project is within City easements, undeveloped and developed Street Right of Way (ROW). However, the project will traverse through the St. Paul property, north of the church parking lot, to the undeveloped 14th Street Highland Ave and 14th Street pavements. Road closures are expected in the Spring of 2026 during the remaining work. The project extends from 15th Street box culverts, near the St Paul Church, and continues east and north to Highland Avenue through the 14th Street ROW. The Storm Sewer collector will provide for needed maintenance and relief of existing or undersized localized systems. The above-mentioned project was advertised in the Rochelle Newsleader and on the City website. Bids were publicly

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opened and read aloud on October 21, 2025, at 11 am for the above referenced project. Eleven separate bids were received and the lowest five are as follows:

- Martin & Company Excavating submitted a bid for making the entire improvements in the amount of \$374,069.16
- ➤ O'Brien Civil Works, Inc. submitted a bid for making the entire improvements in the amount of \$482,474.00
- ➤ N-Trak Group LLC submitted a bid for making the entire improvements in the amount of \$497.562.80
- ➤ DPI Construction, Inc. submitted a bid for making the entire improvements in the amount of \$515,775.60
- ➤ Elliott and Wood Company submitted a bid for making the entire improvements in the amount of \$519,999.00

The lowest bid is approximately 21% lower than the Engineers' estimate of cost. The project is being funded with Sales Tax funds for infrastructure, and a transfer will be made to the CY 2025 CIP fund 36-00-86104 to cover the City costs associated with the project. Furthermore, given the favorable contract unit prices for multiple construction items it is recommended that approval be given to the City Manager and/or the City Engineer to negotiate additional work or contract change orders, not to exceed \$73,000, within the proposed bid contract prices to facilitate other improvements and upgrades to streets or other storm sewer systems adjacent to this project. It is anticipated that the construction project will be substantially complete by late May 2026. However, additional time will be granted for any additional work added to the contract. City Engineer Sam Tesreau was available for questions. Motion made by Councilor Valdivieso, Seconded by Councilor Shaw-Dickey, "I move Ordinance 2025-65, an Ordinance Accepting the Proposal from Martin and Company Excavating for the 2025 N. 14th Street Storm Sewer Improvements Phase 1, be approved." Voting Yea: Hayes, D. McDermott, Shaw-Dickey, Arteaga, and Valdivieso. Nays: None. Motion passed 5-0.

VIII.	EXECUTIV	<b>E SESSION:</b> None

IX.		nade by Councilor Arteaga, Seconded by Councilor ce vote all in favor. Nays: None. Motion passed 5-0.
	Mayor Pro Tem, T. McDermott	City Clerk, Rose Huéramo





APPKT04816 - Check Run 10/27/25 01 - Vendor Set 01

**Total Vendor Amount** 

Payment Amount

112.00

16.00

112.00

16.00

70.00

60.00

60.00

Allocated Cash - Allocated Cash Bank:

**Vendor Number Vendor Name** 

ACKLAND, CARLEY

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

Check 218338

07972

10/27/2025 Description **Payable Date Due Date Discount Amount Payable Amount Payable Number** 

2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 112.00 102125

**Vendor Number Vendor Name** ACKLAND, KATELYN 07973

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

Check 218339

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

> 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 16.00

**Vendor Number Vendor Name** 

A-FIRE EXTINGUISHER SALES & SERVICE 00001

> **Payment Date** Payment Amount 10/27/2025 70.00

10/27/2025

Payment Date

**Payment Number Payment Type** Check

218340

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

Hyrdo test scuba tank 10/15/2025 96242 10/15/2025 0.00 70.00

**Vendor Number Vendor Name** 

INC1482 ALANIS, JONATHAN **Payment Date Payment Amount** 

**Payment Type Payment Number** 

Check 218341 10/27/2025 60.00 **Payable Number** Description **Pavable Date Due Date** Discount Amount Payable Amount

10/21/2025 102125 2025 MUNICIPAL BAND 10/21/2025 0.00 60.00

**Vendor Number Vendor Name** 

INC1852 ALANIS, JOSEF

Payment Type **Payment Number** Payment Date Payment Amount 10/27/2025 60.00

Check 218342

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 60.00

**Vendor Number Vendor Name Total Vendor Amount** 

10663 AMAZON CAPITAL SERVICES 1,637.90

**Payment Number Payment Type** 

<u>21834</u>3 10/27/2025 Check 1,637.90 Payable Date **Due Date Discount Amount Payable Amount Payable Number** Description

10/15/2025 Storage Cabinet, Work Gloves, Marking stick 10/15/2025 0.00 1CWW-GJT6-7JYG 1.333.39

1PG6-4WFK-4K3K Hazmat Tech books 10/16/2025 10/16/2025 0.00 197.33 1PG6-4WFK-93RC Amazon Capital Services, Inc 10/16/2025 10/16/2025 0.00 107.18

**Vendor Number Vendor Name Total Vendor Amount** 

AMERICAN PUBLIC POWER ASSOCIATION 00002 17,432.14 **Payment Type Payment Number Payment Date Payment Amount** 

Check 218344 10/27/2025 17.432.14

Discount Amount Payable Amount **Pavable Number** Description **Pavable Date Due Date** APPA Dues 09/01/2025 000216421 09/01/2025 0.00 17,432.14

Section VII, Item 1. **Payment Register** APPKT0483 **Vendor Number Vendor Name Total Vendor Amount** 00040 ANDERSON PLUMBING & HTG, INC 2.580.25 **Payment Type Payment Number Payment Date** Payment Amount 218345 10/27/2025 2.580.25 Check **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 120876 822 Lincoln Hwy Jet Sewer Line 10/07/2025 10/07/2025 0.00 1,550.00 121035 Coffee pot supply line 10/20/2025 10/20/2025 0.00 249.00 121048 Clean and start 4 furnaces in Comm Hangar 10/21/2025 10/21/2025 0.00 781.25 **Vendor Number Vendor Name Total Vendor Amount** ANDERSON, BECKY 00954 **Payment Type Payment Number Payment Date Payment Amount** Check 218346 10/27/2025 160.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 160.00 102125 **Total Vendor Amount Vendor Number Vendor Name** 01850 ANIXTER. INC 12.038.32 **Payment Type Payment Number** Payment Date Payment Amount Check 218347 10/27/2025 12,038.32 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 6546541-02 Washer Lock Spring Bolt 10/16/2025 10/16/2025 0.00 771.11 6554982-00 Insu Guy Strain/Lock Washer 10/15/2025 10/15/2025 0.00 270.00 Wildlife Guard Pole Wrap 10/15/2025 10/15/2025 0.00 594.00 6554988-00 6570336-00 VMI Tech Labor 10/15/2025 10/15/2025 0.00 4,160.00 D Die Cover / 200 AMP Parking Bushing 6570509-00 10/16/2025 10/16/2025 0.00 72.14 200 Amp Parking Bushing 10/20/2025 10/20/2025 0.00 1,507.00 6570509-01 Maj Inv # 176 Min Inv # 230/1169/99014 10/16/2025 0.00 6572903-00 10/16/2025 1,170.31 6574165-00 Maj Inv # 10/1214 and Min Inv # 1436 10/17/2025 10/17/2025 0.00 3,493.76 **Vendor Number Vendor Name Total Vendor Amount** 224.60

ARC IMAGING RESOURCES 05814 **Payment Type Payment Number Payment Date Payment Amount** 

Check 218348 10/27/2025 Payable Date **Due Date** Discount Amount Payable Amount **Payable Number** Description B78795 OCE COLORWAVE 500 MAINTENANCE AND COPY FEE 10/20/2025 10/20/2025 0.00 224.60

**Vendor Number Vendor Name Total Vendor Amount** 

**BOUND TREE MEDICAL** 206.45 06051

**Payment Date** 

Payment Amount

170.00

**Payment Type** Check 218349 10/27/2025 206.45

**Payment Number** 

01443

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 85963697 **EMS** supplies 10/20/2025 10/20/2025 0.00 206.45

**Vendor Number Vendor Name Total Vendor Amount** 

**BRIDGEWELL RESOURCES LLC** 10020 20,358.00 **Payment Type Payment Number Payment Date Payment Amount** 

10/27/2025 20,358.00 Check 218350 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

10/20/2025 0263865501 Maj Inv # 1649 10/20/2025 0.00 20,358.00

**Vendor Number Vendor Name Total Vendor Amount** 

**BURNETT, DONALD Payment Type Payment Number** Payment Date **Payment Amount** 10/27/2025 Check 218351 170.00

**Payable Number** Payable Date **Due Date Discount Amount Payable Amount** Description 2025 MUNICIPAL BAND 10/21/2025 102125 10/21/2025 0.00 170.00

**Vendor Number** 

Check

**Payment Type** 

1021

Payable Number

09997

**Vendor Name** 

218358

**Payment Number** 

**CRYSTAL PAINTING & DECORATING** 

Description

**Painting** 

Section VII, Item 1. **Payment Register** APPKT0483 **Vendor Number Vendor Name Total Vendor Amount BURNETT, NANCY** 05670 160.00 **Payment Type Payment Number Payment Date** Payment Amount 218352 10/27/2025 160.00 Check **Payable Number** Payable Date **Due Date** Discount Amount Payable Amount Description 2025 MUNICIPAL BAND 160.00 102125 10/21/2025 10/21/2025 0.00 Vendor Number **Vendor Name Total Vendor Amount** 09112 CINTAS 1.381.42 **Payment Type Payment Number** Payment Date Payment Amount 10/27/2025 Check 218353 857.83 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 1905942742 PWD Rags & Rugs 10/16/2025 10/16/2025 0.00 40.00 4246690606 PWD Rags & Rugs 10/15/2025 10/15/2025 0.00 138.28 Mats, Lab Coats, Towels 10/15/2025 10/15/2025 0.00 90.54 4246690814 Floor Mats/Shop towels 10/15/2025 10/15/2025 0.00 120.48 4246690824 Janitorial supplies 10/20/2025 10/20/2025 0.00 4247107060 71.37 10/21/2025 MATS AND SHOP RAGS 10/21/2025 0.00 306.62 4247275661 4247353954 Mats, Lab coats, Towels 10/22/2025 10/22/2025 0.00 90.54 Check 218354 10/27/2025 523.59 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 5297692705 MEDICINE CABINETS CHECKED AND REFILLED 10/16/2025 10/16/2025 0.00 142.75 1St Aid Cabinet Restock 10/16/2025 10/16/2025 0.00 219.31 5297692707 5297940406 Tech Center First Aid Cabinet 10/17/2025 10/17/2025 0.00 161.53 **Vendor Name Vendor Number Total Vendor Amount CLOVERLEAF CORP** 09043 4,557.67 **Payment Type Payment Number Payment Date Payment Amount** 10/27/2025 Check 218355 4,557.67 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 2533425-IN Flexible markers @ medians for RR Xings along QZ 10/10/2025 10/10/2025 4,557.67 0.00 **Vendor Number Vendor Name Total Vendor Amount** 03707 CONSERV FS 3.227.16 **Payment Type Payment Number Payment Date Payment Amount** Check 218356 10/27/2025 3.227.16 **Payable Number** Description **Payable Date** Discount Amount Payable Amount **Due Date** 117025976 Public Works fuel for daily operations 10/17/2025 10/17/2025 0.00 1,021.50 131005227 Public Works fuel for daily operations 10/21/2025 10/21/2025 0.00 779.05 131005228 Public Works fuel for daily operations 10/21/2025 10/21/2025 0.00 1,426.61 **Vendor Number Vendor Name Total Vendor Amount** CROSSROADS MOBILE MAINTENANCE 09522 11,073.92 **Payment Type Payment Number** Payment Date Payment Amount Check 218357 10/27/2025 11,073.92 Discount Amount Payable Amount **Payable Number** Description Payable Date Due Date E3 PTO Repair / Chassis repair 10/21/2025 204S3693 10/21/2025 0.00 630.69 E17 Lighting Repair / Chassis Repair 10/21/2025 10/21/2025 0.00 204S3694 3.224.26 204S3695 E5 Upper Control/Chassis Repair 10/21/2025 10/21/2025 0.00 1,635.50 204S3697 E4 Chassis repair/Grip Handle 10/21/2025 10/21/2025 0.00 5,583.47

**Pavable Date** 

10/21/2025

**Due Date** 

10/21/2025

**Total Vendor Amount** 

1.150.00

**Payment Amount** 

1,150.00

**Payment Date** 

Discount Amount Pavable Amount

0.00

10/27/2025

1,150.00

Section VII, Item 1. **Payment Register** APPKT0483

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

10,416.00

10826 CULTIVATE GEOSPATIAL SOLUTIONS, LLC **Payment Type Payment Number** 

**Payment Date** Payment Amount

Check 218359

0.00

10/27/2025

10.416.00

**Payable Number** ROCHELLE\_Y5\_2

Description Payable Date **Due Date** Monthly GIS Charges 08/31/2025 08/31/2025 Discount Amount Payable Amount

10,416.00

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

02226 CURRAN MATERIALS CO. **Payment Number** 

31.967.88

**Payment Type** Check 218360 Payment Date Payment Amount 10/27/2025

31,967.88

**Payable Number** 

Discount Amount Payable Amount

HMA materials for street/road edge repairs by PW 33627

0.00 31,967.88

01957

**Vendor Number** 

**Vendor Name** DILLING, JULIE **Total Vendor Amount** 160.00

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

Check 218361 10/27/2025

160.00

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

2025 MUNICIPAL BAND 102125

**Payable Date Due Date** 10/21/2025 10/21/2025 0.00

160.00

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

07065 DISH

**Payment Date** 

**Payment Amount** 

120.23

465.04

**Payment Number Payment Type** 

120.23

Check 218362 10/27/2025

**Total Vendor Amount** 

**Payment Amount** 

**Payable Number** Description Payable Date **Due Date** 10/17/2025 10/17/2025

**Due Date** 

09/16/2025

10/06/2025

**Due Date** 

**Due Date** 

10/13/2025

09/20/2025

**Payable Date** 

09/16/2025

10/06/2025

**Payable Date** 

**Payable Date** 

10/13/2025

09/20/2025

Payable Date

10/16/2025

**Due Date** 

10/16/2025

Discount Amount Payable Amount 0.00 120.23

**Monthly Dish Services** 101725

**Vendor Number** Vendor Name DIVE RIGHT IN SCUBA-PLAINFIELD

**Payment Type Payment Number**  **Payment Date** 10/27/2025

465.04

Check **Payable Number** 

0.00

Discount Amount Payable Amount

266421 267558 Dive equipment Dive mask repairs

0.00 273.92

**Vendor Number** 

INC1205

**Vendor Name** 

**Total Vendor Amount** 

191.12

50.00

**Payment Number Payment Type** 

**Payment Date** 

**Payment Amount** 

Check

10/27/2025

DOUGHERTY, KENNETH R.

50.00

**Payable Number** 

Description

Description

**Pocket Park Construction** 

2025 MUNICIPAL BAND

Description

Discount Amount Payable Amount

092025

0.00 50.00

08910

Dougherty meals for Padi diver

**Vendor Number** 

**Vendor Name** 

**Total Vendor Amount** 

INC1837

DPI CONSTRUCTION, INC.

**Payment Date** 

0.00

27.081.00 **Payment Amount** 

**Payment Type** 

**Payment Number** 

10/27/2025

27.081.00

Check **Payable Number** 

**Vendor Number** 

218365

218364

Discount Amount Payable Amount

27,081.00

**Vendor Name** 

**Total Vendor Amount** 

08799

DREW, ZEPHAN

Payment Date Payment Amount

10/27/2025

299.00

299 00

**Payment Type Payment Number** Check 218366 **Payable Number** 

102125

**POCKET PARK PAY APP-3** 

Description

**Payable Date Due Date** 10/21/2025 10/21/2025 Discount Amount Payable Amount 0.00

299.00

**Payment Register** 

10763

0712281

Section VII, Item 1. APPKT0483

**Vendor Number Vendor Name Total Vendor Amount** 

DTS 27,000.00

**Payment Type Payment Number Payment Date** Payment Amount 218367 10/27/2025 27.000.00 Check

Payable Number Payable Date **Due Date** Discount Amount Payable Amount Description 27,000.00 1455374 **VUEWorks Maintenance and Hosting Services** 10/15/2025 10/15/2025 0.00

Vendor Number Vendor Name **Total Vendor Amount** 05567 **FARWEST LINE SPECIALTIES** 111 87

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

10/27/2025 Check 218368

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 7664254 3 pocket Tool Bag/Safety Hook/Apron with Magnet 10/16/2025 10/16/2025 0.00 444.87

**Vendor Number Vendor Name Total Vendor Amount** 03396 **FASTENAL** 177.98

**Payment Type Payment Number** Payment Date Payment Amount 10/27/2025 Check 177.98

218369 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 10/16/2025 10/16/2025 ILROH112083 Respirator, Gloves 0.00 177.98

**Vendor Number Vendor Name Total Vendor Amount** 

04512 FEHR-GRAHAM & ASSOC. 39,478.84

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

Check 10/27/2025 39,478.84 218370 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

134882 Construction Engr svcs. for 2025Transload Yard exp 10/20/2025 10/20/2025 0.00 39,478.84

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

FERGUSON WATERWORKS #2516 03334 15.215.40 **Payment Type Payment Number Payment Date Payment Amount** 

Check 10/27/2025 15,215.40 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 0536834 Hymax Grip Coupler 10/15/2025 10/15/2025 0.00 2.464.60 10/15/2025 10/15/2025 0536961 Clamps 0.00 969.60 0536961-1 Clamps 10/22/2025 10/22/2025 0.00 557.27 0712247 6"GATE VALVE AND HARDWARE KITS #10 OIL PIPE 10/16/2025 10/16/2025 0.00 1,853.29 0712247-1 6" GATE VALVES #10 LUBE OIL PIPING 10/17/2025 10/17/2025 0.00 5.904.36

**Vendor Number Vendor Name Total Vendor Amount** 

8"GATE VALVE FOR PUMP ROOM

FINKBINER EQUIPMENT COMPANY **INC1845** 10,670.00

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

10/17/2025

10/17/2025

0.00

3,466.28

218372 10/27/2025 10.670.00

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount R05522 Equipment rental for a 5' mill machine used by PW 10/14/2025 10/14/2025 0.00 10,670.00

**Vendor Number Vendor Name Total Vendor Amount** 

INC1472 FIREGROUND SUPPLY 930.80

**Payment Number** Payment Date Payment Amount **Payment Type** 10/27/2025 930.80 Check 218373

**Payable Number** Discount Amount Payable Amount Description Payable Date **Due Date** Kass Duty shirts 10/16/2025 178.96 36691 10/16/2025 0.00 36692 Powell duty uniform 10/16/2025 10/16/2025 0.00 151.97 36693 Lodico duty shirts 10/16/2025 10/16/2025 0.00 204.95 10/16/2025 0.00 36694 Messer duty shirts 10/16/2025 165.97 Montero Duty shirts 10/16/2025 0.00 36695 10/16/2025 228.95

**Payment Register** APPKT0483

Section VII, Item 1. **Vendor Number Vendor Name** 

**Total Vendor Amount** FISCHERS, INC. 00210 393.19

**Payment Number Payment Type Payment Date** Payment Amount 218374 10/27/2025 393.19 Check

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 0759346-001 **Copier Contract** 10/20/2025 10/20/2025 0.00 51.68 0759372-001 **UB Total Copy Plan** 10/20/2025 10/20/2025 0.00 184.13 0759373-001 W/WR Copy Charge 10/20/2025 10/20/2025 0.00 77.38 0759374-001 **Total Copy Plan** 10/20/2025 10/20/2025 0.00 80.00

**Vendor Number Vendor Name Total Vendor Amount** 

00212 FISHER SCIENTIFIC 1,186.82 **Payment Number** Payment Date Payment Amount **Payment Type** 

Check 218375 10/27/2025 1.186.82

**Payable Number** Description Pavable Date **Due Date** Discount Amount Pavable Amount Residual Chlorine Ele 10/10/2025 10/10/2025 0.00 1,186.82 4238221

Vendor Number **Vendor Name Total Vendor Amount** GALLAGHER, HEIDE INC1853 128.00

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

Check 10/27/2025 128.00 218376 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 128.00

**Vendor Number Vendor Name Total Vendor Amount** 

08833 **GLOBALSTAR USA** 104.61 **Payment Type Payment Number Payment Date Payment Amount** 

Check 10/27/2025 218377 104.61

Payable Date Discount Amount Payable Amount **Payable Number** Description **Due Date** Orbit 100 Plan 000000100398331 10/16/2025 10/16/2025 0.00 104.61

**Vendor Name Total Vendor Amount Vendor Number** GORDON FLESCH CO., INC 145.25 01754

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

Check 218378 10/27/2025 145.25 **Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** 

IN15355812 Copy Machine Lease 10/15/2025 10/15/2025 0.00 145.25

**Vendor Number** Vendor Name **Total Vendor Amount** GRAINGER, INC. 88.26 01248

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

10/27/2025 Check 218379 88.26

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 9676544308 Tubing 10/15/2025 10/15/2025 0.00 88.26

**Vendor Number Vendor Name Total Vendor Amount** 

GRAPHIC PRODUCTS, INC. 09811 5,100.00

**Payment Type Payment Number** Payment Date Payment Amount 10/27/2025 Check 218380 5,100.00

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

10/16/2025 2807954 Dura Label Kodiak Max Printer 10/16/2025 0.00 5,100.00

**Vendor Name Total Vendor Amount** Vendor Number **GROVERS SERVICES, LLC** 00493 7,000.00

**Payment Type Payment Number Payment Date** Payment Amount Check 218381 10/27/2025 7,000.00

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

102025 Trimmed/Removed Trees Week of Oct 13th 10/20/2025 10/20/2025 0.00 7,000.00

**Payment Register** 

**Vendor Number** 

Vendor Number

APPKT0483

0.00

10/27/2025

10/27/2025

Discount Amount Payable Amount

0.00

**Payment Date** 

0.00

10/27/2025

Section VII, Item 1.

Payment Amount

**Total Vendor Amount** 

**Total Vendor Amount** 

128.00

337.95

**Total Vendor Amount** 

48.00

**Payment Amount** 

**Payment Amount** 

**Payment Amount** 

1,219.80

6.597.80

48.00

80.00

6.597.80

365.73

128 00

365.73

10407 HAAN, WILLIAM **Payment Type** 

**Payment Number** 

**Vendor Name** 

**Vendor Name** 

**Payment Date** 10/27/2025

Check 218382

> **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 365.73 101625 **Training Reimbursement** 10/16/2025 10/16/2025 0.00

INC1286 HACAGA, JEFF

Payment Date Payment Amount

**Payment Type Payment Number** Check 218383

10/27/2025 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

10/21/2025

**Payable Date** 

10/21/2025

10/21/2025

**Due Date** 

10/21/2025

102125 2025 MUNICIPAL BAND

**Vendor Number Vendor Name** 00246 HACH COMPANY **Total Vendor Amount** 337.95

Payment Date Payment Amount

**Payment Type Payment Number** 

Check 218384

**Discount Amount Payable Amount Payable Number** Description Payable Date **Due Date** 10/16/2025 10/16/2025 14717319 Chlorine Chemkey 0.00 249.60 14718065 Chlorine Chemkey 10/16/2025 10/16/2025 0.00 88.35

**Vendor Number Vendor Name** HANSEN, CHRIS 09698

48.00 **Payment Date Payment Amount** 

**Payment Type Payment Number** 

Check 218385 **Payable Number** Description

102125 2025 MUNICIPAL BAND

**Vendor Name Total Vendor Amount** Vendor Number 48.00

08420 HANSEN, PETER **Payment Type Payment Number Payment Date** 

10/27/2025 Check 218386 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

2025 MUNICIPAL BAND 10/21/2025 102125 10/21/2025 0.00 48.00

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

INC1485 HARRIS, BRETT

**Payment Type Payment Number Payment Date** 

10/27/2025 Check 218387 80.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

2025 MUNICIPAL BAND 10/21/2025 10/21/2025 102125 0.00 80.00

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

10256 HAWKINS, INC. **Payment Type Payment Number** 

Azone 15

Check 218388

7232762

**Payment Type** 

INC1662

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount Azone 15 10/14/2025 10/14/2025 0.00 1,274.60 7227898 7227904 Azone 15 10/14/2025 10/14/2025 0.00 1,055.40 7232264 Azone 15 10/17/2025 10/17/2025 0.00 1,055.40 7232624 Azone 15, Hydroflosilicic 10/21/2025 10/21/2025 0.00 1,992.60

**Vendor Number Vendor Name Total Vendor Amount** 

> HAWS, NICK **Payment Number** Payment Date Payment Amount

10/21/2025

10/21/2025

Check 218389 10/27/2025 160.00

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

2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 160.00 102125

10/28/2025 10:02:09 AM

160.00

**Payment Register** 

**Vendor Number** 

**Vendor Number** 

**Vendor Number** 

APPKT0483

Section VII, Item 1.

**Total Vendor Amount** 

500.00

02093 HAYES, CINDY **Payment Number** 

**Payment Date** 

Payment Amount

**Payment Type** 

10/27/2025

0.00

500.00

Check 218390 **Payable Number** 

Payable Date

Payable Date

10/21/2025

10/21/2025

Payable Date

**Due Date** 

10/21/2025

**Due Date** 

**Due Date** 

10/21/2025

10/21/2025

Discount Amount Payable Amount

2025 MUNICIPAL BAND 102125

Description

**Vendor Name** 

500.00

Vendor Number **Vendor Name** INC1486 HAYES, MATT

**Total Vendor Amount** 144 00

**Payment Type Payment Number** 

Payment Date Payment Amount 10/27/2025

Check 218391

**Payable Number** Description Discount Amount Payable Amount 0.00 144.00

102125 2025 MUNICIPAL BAND

**Total Vendor Amount** 

180.00

HAYES, MITCH INC1855

Payment Date Payment Amount

**Payment Type Payment Number** Check 218392

10/27/2025 180.00

**Payable Number** Description

**Vendor Name** 

**Vendor Name** 

**Discount Amount Payable Amount Payable Date Due Date** 10/21/2025 180.00 0.00

2025 MUNICIPAL BAND 102125

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

144.00

03547 HAYES, REBEKKA **Payment Number Payment Type** 

**Payment Date Payment Amount** 

Check 218393

10/27/2025 144.00 Discount Amount Payable Amount

**Payable Number** Description 102125 2025 MUNICIPAL BAND **Payable Date Due Date** 10/21/2025 10/21/2025 0.00 144.00

**Vendor Name Vendor Number** HENNING, JEAN INC1665

160.00 **Payment Date Payment Amount** 

**Payment Type Payment Number** Check

10/27/2025 160.00 Discount Amount Payable Amount

**Payable Number** Description **Payable Date Due Date** 10/21/2025 10/21/2025 0.00 160.00

2025 MUNICIPAL BAND

**Vendor Number Vendor Name** INC1664 HENNING, BOBBIE

48.00 **Payment Date** Payment Amount

**Payment Type Payment Number** 

10/27/2025 48.00

Check 218395

Discount Amount Payable Amount

**Payable Number** Description 2025 MUNICIPAL BAND 102125

10/21/2025 48.00 10/21/2025 0.00

**Vendor Number Vendor Name** INC1078 HEUER, CASEY

**Total Vendor Amount** 112.00 **Payment Date** Payment Amount

**Payment Type Payment Number** Check 218396

10/27/2025 112.00

**Payable Number** Description 2025 MUNICIPAL BAND 102125

**Payable Date Due Date** Discount Amount Payable Amount 10/21/2025 10/21/2025 0.00 112.00

**Vendor Number Vendor Name** 06754 HINCKLEY SPRINGS **Payment Type Payment Number** 

589 05 Payment Date Payment Amount

Check 218397

10/27/2025 589.05 Discount Amount Payable Amount

**Payable Number** Description Payable Date **Due Date** 10164186 101525 Water Delivery 10/15/2025 10/15/2025 0.00 589.05

10/28/2025 10:02:09 AM

17

**Payment Register** APPKT0483

**Vendor Number Vendor Name** 

J.F. AHERN CO.

06784

**Total Vendor Amount** 

Section VII, Item 1.

100.00

991 00

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

218398 10/27/2025 100.00 Check

Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 13599 100.00 10/16/2025 10/16/2025 0.00 Signs

Vendor Number **Vendor Name Total Vendor Amount** 

INC1590 HUERAMO, CRYSTAL 18 73 **Payment Type Payment Number** Payment Date Payment Amount

10/27/2025 Check 218399 18.73

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

102125 Riembursement for office supplies 10/21/2025 10/21/2025 0.00 18.73

**Vendor Number Vendor Name Total Vendor Amount** 02942 **ICMA** 1,200.00

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

218400 10/27/2025 1,200.00 Check

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount Dues 10/21/2025 10/21/2025 1,200.00 102125 0.00

**Vendor Number Vendor Name Total Vendor Amount** 88.00

J & M GOLF INC1770

**Payment Type Payment Number Payment Date Payment Amount** 10/27/2025 Check 218401 88.00

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 0734777-IN golf supplies 08/07/2025 08/07/2025 0.00 88.00

**Vendor Number Vendor Name Total Vendor Amount** 

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

Check 10/27/2025 991.00

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

762429 Smoke Detection/Fire Supression Maintenance 09/17/2025 09/17/2025 0.00 991.00

**Vendor Number Vendor Name Total Vendor Amount** JAMES G. AHLBERG 180.00 07208

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

10/27/2025 Check 218403 180.00 **Payable Number** Description Payable Date Due Date Discount Amount Payable Amount

2968 Legal 10/21/2025 10/21/2025 0.00 180.00

**Vendor Number Vendor Name Total Vendor Amount** INC1276 JAMES, CATHY 144.00

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

Check 218404 10/27/2025 144.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 144.00

**Vendor Number Vendor Name Total Vendor Amount** 

11008 JAMES, JON 160.00 **Payment Type Payment Number** Payment Date Payment Amount

Check 218405 10/27/2025 160.00

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 160.00

**Vendor Number Vendor Name Total Vendor Amount** 

09444 KALEEL'S CLOTHING **Payment Type Payment Number** Payment Date Payment Amount

Check 218406 10/27/2025 983.00 **Payable Number** Payable Date **Discount Amount Payable Amount** Description **Due Date** 

Uniform Allowance - Ryan Miller 10/06/2025 10/06/2025 0.00 416.00 100625

Section VII, Item 1. **APPKT048**2 **Payment Register** 100625-SD Dante Contreras - Hi-Viz Vest & zip 10/06/2025 10/06/2025 0.00 87.00

100625SG Safety Gear - Ryan Miller 10/06/2025 10/06/2025 0.00 480.00

**Vendor Number Vendor Name Total Vendor Amount** 04360 KESSEN, MARIA 144.00

**Payment Number Payment Date Payment Type Payment Amount** <u>2184</u>07 10/27/2025 Check 144.00

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 144.00

**Vendor Number Vendor Name Total Vendor Amount** INC1667 KOZIOL, ALICIA

**Payment Number** Payment Date Payment Amount **Payment Type** Check 218408 10/27/2025 96.00

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

2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 96.00 102125

**Vendor Number Vendor Name Total Vendor Amount** INC1285 KOZIOL, ANNALIESE 60.00

**Payment Type Payment Number** Payment Date Payment Amount <u>218409</u> Check 10/27/2025 60.00

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 60.00

**Vendor Number Vendor Name Total Vendor Amount** INC1487 KOZIOL, EDWARD 70.00 **Payment Type Payment Number Payment Date Payment Amount** 

Check 10/27/2025 218410 70.00 Description Payable Date **Due Date** 

Discount Amount Payable Amount **Payable Number** 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 70.00 102125

**Vendor Name** 

**Vendor Number** 

Vendor Number

**Vendor Name** 

09709 KOZIOL, MICAH 64.00 **Payment Type Payment Number Payment Date Payment Amount** 

Check 218411 10/27/2025 64.00

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 64.00 102125

**Total Vendor Amount** 

**Total Vendor Amount** 

KOZIOL, PAULA 160.00 02547 **Payment Type Payment Number Payment Date Payment Amount** 

10/27/2025 Check 218412 160.00

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 160.00

**Vendor Number Vendor Name Total Vendor Amount** 

KOZIOL, PETER 10091 96.00 **Payment Type Payment Number** Payment Date Payment Amount

Check 218413 10/27/2025 96.00 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 96.00

**Vendor Name Total Vendor Amount** Vendor Number 11007 KOZIOL, THOMAS 170.00

**Payment Type Payment Number** Payment Date Payment Amount Check 218414 10/27/2025 170.00

**Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** 102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 170.00

Section VII, Item 1. **Payment Register** APPKT0483

**Vendor Number Vendor Name Total Vendor Amount** LAWRENCE, CHRISTOPHER INC1856 60.00

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

Check 218415 10/27/2025 60.00

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 2025 MUNICIPAL BAND 102125 10/21/2025 10/21/2025 0.00 60.00

Vendor Number **Vendor Name Total Vendor Amount** INC1857 LEFEVRE, NOAH

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

10/27/2025 Check 218416

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 42.00

**Vendor Number Vendor Name Total Vendor Amount** LINE-X OF MONTGOMERY INC1869 750.00

**Payment Type Payment Number** Payment Date Payment Amount 750.00

10/27/2025 Check 218417 **Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date** 

LINE X BED LINER FOR NEW TRUCK D1 10/22/2025 10/22/2025 750.00 5613 0.00

**Vendor Number Vendor Name Total Vendor Amount** 112.00

INC1858 LOCASCIO, GREG **Payment Type Payment Number Payment Date Payment Amount** 

Check 10/27/2025 218418 112.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 112.00

Vendor Name **Vendor Number Total Vendor Amount** MACKLIN INCORPORATED 985.60 00356

**Payment Type Payment Number Payment Date Payment Amount** Check 10/27/2025 985.60

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

CA-6 rock for road work 10/15/2025 10/15/2025 0.00 985.60

**Vendor Number Vendor Name Total Vendor Amount MENARDS - SYCAMORE** 107.12

**Payment Type Payment Number Payment Date** Payment Amount 10/27/2025 Check 218420 107.12

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

44225 Picture rail supplies 10/14/2025 10/14/2025 0.00 107.12

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

01726 MIDWEST MAILWORKS, INC 5,000.00

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

Check 218421 10/27/2025 5.000.00 **Payable Number** Payable Date **Due Date** Description Discount Amount Payable Amount

101625 **UB Prepayment of Postage to Midwest Mailworks** 10/16/2025 10/16/2025 0.00 5,000.00

**Vendor Name** 

**Vendor Number Total Vendor Amount** MID-WEST TRUCKERS ASSOC., INC. 06674

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

Check 218422 10/27/2025 24.00 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

180386 PRE-EMPLOYMENT SCREENING 10/15/2025 10/15/2025 0.00 24.00

**Payment Register** APPKT0483

Section VII, Item 1.

**Vendor Number Vendor Name Total Vendor Amount** MODERN SHOE SHOP 00028 220.98

**Payment Type Payment Number Payment Date** Payment Amount 218423 10/27/2025 220.98 Check

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

014812 220.98 Boots - Kyle Bridgeman 10/19/2025 10/19/2025 0.00

Vendor Number **Vendor Name Total Vendor Amount** 07978 MONTELONGO, CISCO 144 00

**Payment Type Payment Number** Payment Date Payment Amount 144.00

10/27/2025 Check 218424 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 144.00

**Vendor Number Vendor Name Total Vendor Amount** 

129.41

62.97

21

10/27/2025

00946 MOTION INDUSTRIES, INC. **Payment Type Payment Number** Payment Date Payment Amount

Check 218425 10/27/2025 129.41 **Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date** 

09/23/2025 IL08-010084321 NEW BELTS FOR #9 AND #10 AIR COMPRESSOR 09/23/2025 129.41 0.00

**Vendor Number Vendor Name Total Vendor Amount** 

08192 MR. OUTHOUSE 635.00 **Payment Type Payment Number Payment Date Payment Amount** 

Check 10/27/2025 218426 635.00 Payable Date **Payable Number** Description **Due Date** Discount Amount Payable Amount

10861 Fiesta Hispana - Port a Potties 10/03/2025 10/03/2025 0.00 635.00

**Vendor Number Vendor Name Total Vendor Amount** NAPA AUTO PARTS ROCHELLE 286.92 00415

**Payment Type Payment Number Payment Date Payment Amount** Check 10/27/2025 223.95

**Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** 109264 Hydraulic Filter, Towels 10/23/2025 10/23/2025 0.00 90.27 Oil filter, hydraulic fluid, Oil 10/23/2025 10/23/2025 0.00 109277 133.68

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

109088 10/21/2025 #123 Parts & Spare for trailer connections 10/21/2025 0.00 62.97

Check

10/28/2025 10:02:09 AM

218428

**Vendor Number Vendor Name Total Vendor Amount** 08102 NORTHERN IL AMBULANCE BILLING, INC. 9,569.22

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

Check 218429 10/27/2025 9,569.22 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

20125-09 Sept ambulance calls 10/01/2025 10/01/2025 0.00 9,569.22

**Vendor Name Total Vendor Amount Vendor Number** O'DONNELL CRANE SERVICE 7,767.50 07319

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

Check 218430 10/27/2025 7,767.50 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

23906 120 Ton Crane Diesel Plant 10/02/2025 10/02/2025 0.00 7,767.50

**Vendor Number Vendor Name Total Vendor Amount** 

INC1738 **OPAQUE SMOKE SCHOOL INC** 825.00

**Payment Amount Payment Type Payment Number Payment Date** Check 218431 10/27/2025 825.00

**Payable Number** Description **Payable Date** Due Date Discount Amount Payable Amount SMOKE SCHOOL RECERTIFICATION APF2059 10/22/2025 10/22/2025 0.00 825.00

27448

5478

Section VII, Item 1. **Payment Register** APPKT0483 **Vendor Number Vendor Name Total Vendor Amount** OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD INC1768 10,266.50 **Payment Type Payment Number** Payment Date Payment Amount Check 218432 10/27/2025 10.266.50 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 17254 **LEGAL - WATER** 09/30/2025 09/30/2025 0.00 325.00 17255 **LEGAL - GENERAL MUNICIPAL** 09/30/2025 09/30/2025 0.00 5,640.00 17256 **LEGAL - LABOR & EMPLOY** 09/30/2025 09/30/2025 0.00 624.00 17257 LEGAL - ELECTRIC 09/30/2025 09/30/2025 0.00 1,850.00 17258 **LEGAL - NORTHERN GATEWAY TIF** 09/30/2025 09/30/2025 0.00 452.50 17259 **LEGAL - TECH CTR** 09/30/2025 09/30/2025 0.00 725.00 17260 LEGAL - DEV/SPC PRJ 09/30/2025 09/30/2025 0.00 650.00 **Vendor Number Vendor Name Total Vendor Amount** OWEN. LILI INC1860 42.00 **Payment Number Payment Amount Payment Type** Payment Date 10/27/2025 Check 218433 42.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 2025 MUNICIPAL BAND 102125 10/21/2025 10/21/2025 0.00 42.00 **Vendor Number Vendor Name Total Vendor Amount** 09701 PAPKE, GWEN 32.00 **Payment Type Payment Number** Payment Date Payment Amount Check 218434 10/27/2025 32.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 32.00 Vendor Number **Vendor Name Total Vendor Amount** PEST CONTROL CONSULTANTS ILLINOIS **INC1110** 596.05 **Payment Number Payment Date Payment Amount Payment Type** Check 10/27/2025 596.05 **Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** 850068 WWTP 10/16/2025 10/16/2025 0.00 69.55 850069 Pest Control 1030 S 7th St 10/16/2025 10/16/2025 0.00 160.50 10/16/2025 10/16/2025 0.00 850158 pest control 53.50 850374 WELLS 10/16/2025 10/16/2025 0.00 214.00 850965 Pest Control - RR Park 10/17/2025 10/17/2025 0.00 45.00 852846 **Pest Control Substation** 10/21/2025 10/21/2025 0.00 53.50 **Vendor Number Vendor Name Total Vendor Amount** 01603 PITNEY BOWES 3,000.00 **Payment Date Payment Type Payment Number Payment Amount** Check 218436 10/27/2025 3,000.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 101625 **UB Prepayment of Postage to Pitney Bowes** 10/16/2025 10/16/2025 0.00 3,000.00 **Vendor Name Vendor Number Total Vendor Amount** POLYDYNE INC. 00214 7,590.00 **Payment Number Payment Date Payment Type Payment Amount** 218437 7,590.00 Check 10/27/2025 Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 7,590.00 1971198 Polydyne 10/20/2025 10/20/2025 0.00 **Vendor Number Vendor Name Total Vendor Amount** 01154 PRESCOTT BROS. FORD 2,248.70 **Payment Number** Payment Date **Payment Type** Payment Amount 10/27/2025 Check 218438 2,248.70 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

10/28/2025 10:02:09 AM 22

10/17/2025

10/20/2025

10/17/2025

10/20/2025

0.00

0.00

**RUNNING BOARDS FOR NEW TRUCK D1** 

Van brake repair

580.00

1,668.70

Payment Register APPK

APPKT0481 Section VII, Item 1.

 Vendor Number
 Vendor Name
 Total Vendor Amount

 INC1480
 PRESTON, MIKAYLA
 96.00

Payment Type Payment Number Payment Amount

Check 218439
Payable Number
Description
Payable Date
Due Date
Discount Amount
Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 96.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 04896
 PREWETT, ZACHARY
 125.00

Payment Type Payment Number Payment Amount

Check 218440
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

101025 Prewett training meals 10/10/2025 10/10/2025 0.00 125.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 00554
 PRINTING ETC., INC.
 395.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218441
 10/27/2025
 395.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

25-0223 New Street Sweeper Logo & Lettering 09/29/2025 09/29/2025 0.00 395.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 11009
 RAMSEY, AIDEN
 60.00

Payment Type Payment Number Payment Amount

Check 218442 10/27/2025 60.00
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 60.00

Vendor Number Vendor Name Total Vendor Amount

 INC1861
 RAMSEY, JACKSON
 42.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check <u>218443</u> 10/27/2025 42.0

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>102125</u> 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 42.00

Vendor Number Vendor Name Total Vendor Amount

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218444
 10/27/2025
 310.00

RAVNAAS, BILL

00438

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>102125</u> 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 310.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 01642
 RAY O'HERRON CO. INC
 127.16

Payment Type Payment Number Payment Amount

Payment Type Payment Number Payment Amount

Check 218445
Payable Number Description
Payable Date Due Date Discount Amount Payable Amount
Payable Amount Pay

 2439731
 New Officer Uniforms
 10/17/2025
 10/17/2025
 0.00
 71.14

 2439810
 New Officer Uniforms
 10/17/2025
 10/17/2025
 0.00
 56.02

 Vendor Number
 Vendor Name

 00496
 RK DIXON CO.

 147.52

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218446
 10/27/2025
 147.52

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

1N6158127 Copier Contract 10/21/2025 10/21/2025 0.00 147.52

10/28/2025 10:02:09 AM Page

310.00

INC1865

Check

APPKT0483

**Payment Date** 

Discount Amount Payable Amount

0.00

10/27/2025

10/27/2025

Payment Date

10/27/2025

0.00

**Payment Date** 

10/27/2025

Section VII, Item 1.

Payment Amount

1,175.71

**Total Vendor Amount** 

1.175.71

16.083.76

**Total Vendor Amount** 

**Total Vendor Amount** 

16,083.76

**Total Vendor Amount** 

244.50

Payment Amount

160.00

708.50

Payment Amount

1.175.71

16.083.76

**Payment Type** 

**Payment Number** 

218447

**Vendor Name** 

Payable Number Description

R157 repair of water pump and thermo 1153

ROCHELLE CARGO SERVICE INC.

**Vendor Name Total Vendor Amount** 

Payable Date

10/13/2025

**Due Date** 

10/13/2025

Vendor Number

04469 **ROCHELLE FIRE PENSION FUND Payment Number** 

Payment Date Payment Amount

Check 218448

**Payment Type** 

**Payable Number** Description

**Payable Date Due Date** Discount Amount Payable Amount 102325 50% VIDEO GAMING TAX TRANSFER 10/23/2025 10/23/2025 0.00 16,083.76

**Vendor Number Vendor Name** 

00506 **ROCHELLE IL CHAMBER OF COMMERCE**  4,500.00

**Payment Type Payment Number** 

218449 Check

10/27/2025 4,500.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 10/22/2025 10/22/2025 4,500.00 9378 Membership Dues 0.00

**Vendor Number Vendor Name** 

04470 **ROCHELLE POLICE PENSION FUND** 

16,083.76 **Payment Date Payment Amount** 

**Payment Type Payment Number** 

Check 218450

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

102325 50% GAMING TAX TRANSFER 10/23/2025 10/23/2025 0.00 16,083.76

Vendor Name **Vendor Number** 

**Payment Type** 

INC1289

Check

ROCHELLE ROTARY CLUB 02987

**Payment Number** 

ROMAN, TARA

**Payment Date Payment Amount** 

Check 10/27/2025 708.50 **Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** 2026-0164 Dues 10/22/2025 10/22/2025 0.00 219.50 10/22/2025 10/22/2025 0.00 2026-0176 Rotary Membership 244.50

10/22/2025

10/22/2025

2026-0177 Rotary Dues & Meals 2nd Qtr-Michelle Pease

**Vendor Number Vendor Name**  **Total Vendor Amount** 160.00

320.72

**Payment Type Payment Number** 

Check

218453

218452 10/27/2025 160.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00

**Vendor Number Vendor Name Total Vendor Amount** 

**RUNNINGS SUPPLY INC INC1418** 320.72 **Payment Type Payment Number Payment Date Payment Amount** 

Payable Date **Due Date Discount Amount Payable Amount Payable Number** Description LED bulbs for T-hangars 10/10/2025 10/10/2025 0.00 59.98 1225187 1225220 Hot mix tools 10/10/2025 10/10/2025 0.00 54.95 1225234 Galvanized Pail, Hooks 10/10/2025 10/10/2025 0.00 18.98 1226547 Shop supplies 10/14/2025 10/14/2025 0.00 5.99 1226552 Small tools for shop work 10/14/2025 10/14/2025 0.00 33.97 Spray paint/Plumb Bob/ Nylon Braid 10/15/2025 10/15/2025 0.00 35.45 1226818 75.98 Pressure Guage Hyd 5000 psi and 3000 psi 10/16/2025 0.00 1226970 10/16/2025 0.00 17.97 1227109 **Spray Paint** 10/16/2025 10/16/2025 1228312 Spring Water 10/20/2025 10/20/2025 0.00 17.45

**Payment Register** 

**Vendor Number** 

**Vendor Number** 

03967

APPKT0483

10/27/2025

Section VII, Item 1.

Payment Amount

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

**Total Vendor Amount** 

112.00

545.77

128 00

144.00

INC1864 SANCHEZ ESPADA, GIPSELA

**Payment Type** 

**Vendor Name** 

**Payment Number Payment Date** 

Check 218454 10/27/2025 545.77 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

102025 545.77 Reimbursement from Sewer Back up 10/20/2025 10/20/2025 0.00

Vendor Number **Vendor Name** 

INC1668 SEDLOCK, CHRIS

Payment Date Payment Amount

**Payment Type Payment Number** Check 218455

**Vendor Name** 

THRELKELD, RONDA

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 128.00

**Vendor Number Vendor Name** 

07059 SEDLOCK, CJ **Payment Type Payment Number** 

Payment Date Payment Amount Check 10/27/2025 144.00 218456

**Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date** 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 102125 0.00 144.00

**Vendor Number Vendor Name Total Vendor Amount** 

03263 TALLMAN EQUIPMENT COMPANY, INC. 1,655.85

**Payment Date Payment Type Payment Number Payment Amount** Check 10/27/2025 218457 1.655.85

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 15424-1 Hot Arm Rental 10/20/2025 10/20/2025 0.00 1,147.50 3449846 Milwaukee Safety Glasses 10/20/2025 10/20/2025 0.00 56.24 Lifting Tong 1x25 3450155 10/22/2025 10/22/2025 0.00 452.11

TENORIO, VICTOR 345.00 **Payment Type Payment Number Payment Date Payment Amount** 

Check 218458 10/27/2025

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 345.00

**Vendor Number Vendor Name Total Vendor Amount** 

**Payment Type Payment Number** Payment Date Payment Amount Check 218459 10/27/2025 112.00

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

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 112.00

**Vendor Number Vendor Name Total Vendor Amount** THURBER-FIOR, SARAH 04798 160.00

**Payment Type Payment Number Payment Date Payment Amount** 218460 10/27/2025 160.00 Check

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

10/21/2025 102125 2025 MUNICIPAL BAND 10/21/2025 0.00 160.00

**Vendor Number Vendor Name Total Vendor Amount** 

TRUCKENBROD, ALEX INC1862 48.00 **Payment Type Payment Number** Payment Date Payment Amount

10/27/2025 Check 218461

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

2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 102125 48.00

Payment Register APPKT0481 Section VII, Item 1.

 Vendor Number
 Vendor Name
 Total Vendor Amount

 09891
 UMB BANK NA
 178,693.00

Payment Type Payment Number Payment Amount

Check 218462 10/27/2025 318.00
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

1025594 PAYING AGENT FEE 10/09/2025 10/09/2025 0.00 318.00

Check 218463 10/27/2025 178,375.00
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>RO23-100625</u> DOWNTOWN BOND PRINCIPLE & INTEREST 10/06/2025 10/06/2025 0.00 178,375.00

Vendor NumberVendor NameTotal Vendor Amount00991USA BLUEBOOK2,868.18

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218464
 10/27/2025
 2,868.18

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

 INV00857708
 Lab Supplies
 10/15/2025
 10/15/2025
 0.00
 839.45

<u>INV00863993</u> Magna Trak Locator, Raven Coretaker 10/22/2025 10/22/2025 0.00 2,028.73

 Vendor Number
 Vendor Name
 Total Vendor Amount

 INC1863
 VALDEZ, DIANA
 2,597.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218465
 10/27/2025
 2,597.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

102025 Reimbursement for Sewer backup 10/20/2025 10/20/2025 0.00 2,597.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 INC1757
 VCNA PRAIRIE LLC
 335.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218466
 10/27/2025
 335.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

892243341 Main Break - Lincoln and Lincoln 10/16/2025 10/16/2025 0.00 335.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 09751
 VORTEX TECHNOLOGIES, INC.
 2,550.00

Payment Type Payment Number Payment Amount

Check <u>218467</u> 10/27/2025 2,550.00

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount7229Calibration of flow monitors10/20/202510/20/20250.002,550.00

20,20,2020 20,2020 20,2000

**Vendor Number** 

10/28/2025 10:02:09 AM

**Vendor Name** 

INC1332 WALTHERS 499.95

Payment Type Payment Number Payment Amount

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218468
 10/27/2025
 499.95

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>L455759</u> RR Park Merchandise 10/06/2025 10/06/2025 0.00 499.95

 Vendor Number
 Vendor Name
 Total Vendor Amount

 09706
 WATTERSON, BRIAN
 128.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218469
 10/27/2025
 128.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

102125 2025 MUNICIPAL BAND 10/21/2025 10/21/2025 0.00 128.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 01650
 WEBER, ADAM
 32.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218470
 10/27/2025
 32.00

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount1021252025 MUNICIPAL BAND10/21/202510/21/20250.0032.00

Page

**Total Vendor Amount** 

**Payment Register** 

**APPKT048**2

Section VII, Item 1.

**Total Vendor Amount** 

**Vendor Number Vendor Name** 03114

WEBER, COLIN **Payment Type** 

**Payment Number** 

Check 218471

> **Payable Number** Description

102125 2025 MUNICIPAL BAND

**Vendor Number Vendor Name** 

03544 WEBER, MEREDITH

> **Payment Type Payment Number**

Check 218472

> **Payable Number** Description

102125 2025 MUNICIPAL BAND

Vendor Number **Vendor Name** 

00564 WEBER, TERRY

**Payment Type Payment Number** 

Check 218473

> **Payable Number** Description

2025 MUNICIPAL BAND 102125

**Vendor Number Vendor Name** 

00663 WESCO RECEIVABLES CORP

**Payment Type Payment Number** 

Check 218474 **Payable Number** Description

<u>373541</u> Maj inv # 4321 Maj inv # 4321 373542

378319 24" Black Holophane Lighting Payment Date

Payment Amount

10/27/2025

64.00

Discount Amount Payable Amount

Payable Date

Payable Date

Payable Date

Payable Date

10/08/2025

10/08/2025

10/13/2025

10/21/2025

10/21/2025

10/21/2025

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

10/08/2025

10/08/2025

10/13/2025

10/21/2025

10/21/2025

10/21/2025

0.00

64.00

**Total Vendor Amount** 

Payment Date Payment Amount

10/27/2025

Discount Amount Payable Amount

0.00 410.00

**Total Vendor Amount** 

160.00

Payment Date Payment Amount

10/27/2025

160.00

**Discount Amount Payable Amount** 0.00

160.00

**Total Vendor Amount** 

48,500.00

**Payment Date Payment Amount** 

10/27/2025

**Discount Amount Payable Amount** 

48,500.00

20,500.00

20,500.00

0.00 0.00 0.00 7,500.00

APPKT0481 Section VII, Item 1. 5

# **Payment Summary**

			Payable	Payment		
Bank Code	Type		Count	Count	Discount	Payment
Allocated Cash	Check		210	137	0.00	600,411.14
		Packet Totals:	210	137	0.00	600,411.14

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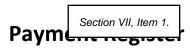
APPKT0481 Section VII, Item 1. 5

# **Cash Fund Summary**

FundNameAmount91Cash Allocation-600,411.14

Packet Totals: -600,411.14

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**Total Vendor Amount** 

**Total Vendor Amount** 

**Payment Amount** 

400.00

**Total Vendor Amount** 

2.142.75

**Payment Amount** 

2,142.75

3,431.00

**Payment Amount** 

**Total Vendor Amount** 

3,233.94

**Total Vendor Amount** 

3,431.00

**Payment Amount** 

0.00

0.00

0.00

400.00

400.00

2 142 75

3,431.00

3,233.94

APPKT04844 - Check Run 11/03/25

**Payment Date** 

11/03/2025

11/03/2025

**Payment Date** 

Payment Date

11/03/2025

11/03/2025

Discount Amount Payable Amount

Discount Amount Payable Amount

Discount Amount Payable Amount

0.00

**Payment Date** 

0.00

0.00

11/03/2025

Payment Date Payment Amount

0.00

0.00

11/03/2025

Rochelle, IL

Allocated Cash - Allocated Cash Bank:

Vendor Number **Vendor Name** 

\*\*Void\*\*

**Payment Type Payment Number** 

\*\*Void Check 218489 \*\*Void Check 218565

**Vendor Number Vendor Name** 

08838 3CMA

**Payment Type Payment Number** 

Check 218485

> **Payable Number** Description 5313 Dues - Thompson

Vendor Number **Vendor Name** 

INC1333 ALLEN FILTERS, INC.

> **Payment Type Payment Number**

218486 Check

> **Payable Number** Description

102725 OIL FILTERS FOR #9 AND #10 ENGINES

**Vendor Number Vendor Name** 

08164 ALTORFER, INC.

**Payment Number Payment Type** 

218487 Check

> **Payable Number** Description

WO430077811 YEARLY SERVICE FOR CAT# 14

**USb Flash Drives** 

Filer, Level, Calendar

**Vendor Number Vendor Name** 

10663 AMAZON CAPITAL SERVICES

**Payment Type Payment Number** 

Check 218488

1VN9-JQMV-HXNY

1X1M-1Y6W-V9GR

Discount Amount Payable Amount **Payable Number** Description Payable Date **Due Date** 134X-R7CV-9WJN **Operating Supplies** 10/28/2025 10/28/2025 0.00 64.59 **Employee Clothing** 10/28/2025 10/28/2025 0.00 74.99 16QQV-KR9H-R4VN 16QV-KR9H-P4N9 **Printer Toner** 10/28/2025 10/28/2025 0.00 49.99 1C1M-MQQL-YGYY Phone Case 10/27/2025 10/27/2025 0.00 33.99 Control Arms for Matt & Celeste Desk 0.00 123.47 1D9X-6RWY-FVQP 10/29/2025 10/29/2025 1FJD-T1VL-WGP3 Wall File Folders for Offices 10/27/2025 10/27/2025 0.00 16.18 Snap Hook, Work Pants - Ryan N 10/28/2025 10/28/2025 0.00 244.61 1GWG-KJRX-DR41 Door remote and work gloves 10/29/2025 10/29/2025 0.00 1GWG-KJRX-WPQM 271.23 1H79-9NGJ-91HL **Employee Clothing** 10/28/2025 10/28/2025 0.00 197.03 WORK BOOTS FOR RAY HARTWIG 1HG1-V4GK-V3Y4 10/24/2025 10/24/2025 0.00 189.99 1HTF-DR74-FMNF **Furniture** 10/28/2025 10/28/2025 0.00 586.96 **Drafting Chair** 1HTF-DR74-KHYJ 10/28/2025 10/28/2025 0.00 125.99 10/23/2025 10/23/2025 1JRR-PRVC-6NYF **Cardott Retirement Party Supplies** 0.00 65.66 Cordless Recipro Saw, Replacement Keys 10/26/2025 10/26/2025 239.80 1MNN-YMVQ-H74G 0.00 10/24/2025 10/24/2025 FR Employee Clothing 0.00 664.06 1MTT-4CTL-VGN3 Day room frames 10/27/2025 10/27/2025 1PKD-WW4N-6CPP 0.00 40.77 10/27/2025 10/27/2025 1RJD-P1HY-4FM7 L1 replacement bulb 0.00 47.99

**Payable Date** 

Payable Date

Payable Date

10/27/2025

10/27/2025

10/27/2025

10/27/2025

11/01/2025

**Due Date** 

**Due Date** 

**Due Date** 

10/27/2025

10/27/2025

10/27/2025

10/27/2025

11/01/2025

11/3/2025 2:30:32 PM 30

119.97

76.67

Section VII, Item 1. **Payment Register** APPKT048

**Vendor Number Vendor Name** 

**Total Vendor Amount** 1,548.12 01850 ANIXTER, INC

**Payment Number Payment Type Payment Date** Payment Amount 218490 11/03/2025 1.548.12 Check

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

6495085-00 1,548.12 Bracket Equip Arm / Bracket 3 Pos 10/27/2025 10/27/2025 0.00

Vendor Number **Vendor Name Total Vendor Amount** 00124 **AUTO ZONE** 

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

11/03/2025 Check 218491 41.10 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

02660088161 **Squad Supplies** 10/22/2025 10/22/2025 0.00 41.10

**Vendor Number Vendor Name Total Vendor Amount** 10817 BETTNER, DANIELLE 75.00

**Payment Type Payment Number** Payment Date Payment Amount Check 75.00

218492 11/03/2025 **Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date** 

Cell Phone Reimbursement 10/31/2025 10/31/2025 103125 0.00 75.00

**Vendor Number Vendor Name Total Vendor Amount** 

INC1642

**Vendor Number** 

**BOBCAT OF DIXON** 

**Vendor Name** 

**Payment Type Payment Number Payment Date Payment Amount** Check 218493 11/03/2025 119,576.86

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

119,576.86

**Total Vendor Amount** 

03-310291 2025 T86 Bobcat - brooms, bucket & forks 10/08/2025 10/08/2025 0.00 119,576.86

Vendor Name **Vendor Number Total Vendor Amount BOUND TREE MEDICAL** 362.89

**Payment Type Payment Number Payment Date Payment Amount** Check 11/03/2025 362.89

**Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 85970032 **EMS Supplies** 10/24/2025 10/24/2025 0.00 119.90 85971660 SPO2 cable 10/27/2025 10/27/2025 0.00 242.99

**Vendor Number Vendor Name Total Vendor Amount** 

04449 BRUNS CONSTRUCTION, INC. 12.196.50

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

11/03/2025 Check 218495 12,196.50

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 12,196.50 **Piping Trough Repairs** 10/28/2025 10/28/2025 11694 0.00

08009 BUSS BOYZ CUSTOMS, INC. 566.25

**Payment Type Payment Number Payment Date Payment Amount** Check 218496 11/03/2025 566.25

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount **Squad Repair** 10/23/2025 10/23/2025 0.00 566.25 9153

**Vendor Number Vendor Name Total Vendor Amount** 00540 CARDOTT, CHRIS 40 00

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

Check 218497 11/03/2025 40.00 **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

103125 Cell Phone Reimbursement 10/31/2025 10/31/2025 0.00 40.00

11/3/2025 2:30:32 PM 31 **Vendor Name** 

APPKT048

Section VII, Item 1.

**Total Vendor Amount** 

INC1477 **CARQUEST OF MENDOTA** 1,533.01 **Payment Number Payment Type** Payment Date Payment Amount 11/03/2025 1.533.01

Check 218498

**Vendor Number** 

i i c c i c	210 150			11,05,2025	1,555.01
Payable Num	ber Description	Payable Date	<b>Due Date</b>	Discount Amount	Payable Amount
16022-32918	Service filters for R120	10/27/2025	10/27/2025	0.00	111.53
16022-32921	Service filters for R117	10/27/2025	10/27/2025	0.00	227.22
16022-32922	Service filters for R155, 156, 157	10/27/2025	10/27/2025	0.00	713.64
16022-32923	Service filters for R108	10/27/2025	10/27/2025	0.00	122.72
16022-32924	Service filters for R143	10/27/2025	10/27/2025	0.00	199.59
16022-32925	Service filters R-142	10/27/2025	10/27/2025	0.00	158.31

**Vendor Number Vendor Name CARUS LLC** 08113

**Total Vendor Amount** 9,873.87

**Payment Type Payment Number**  Payment Date Payment Amount 11/03/2025 9.873.87

Check 218499 **Payable Number** Description

Payable Date **Due Date** Discount Amount Payable Amount нмо 10/24/2025 10/24/2025 SLS 10124105 0.00 6.513.99 Carusol - Landfill 10/24/2025 0.00 3,359.88 SLS 10124111 10/24/2025

**Vendor Number Vendor Name** 09112 **CINTAS** 

**Total Vendor Amount** 

443.11

Payment Date Payment Amount

**Payment Type Payment Number** 

11/03/2025 Check 218500 443.11 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 4247353916 Floor Mats/Shop Towels 10/22/2025 10/22/2025 0.00 136.49 4247927704 MATS AND SHOP RAGS 10/28/2025 10/28/2025 0.00 306.62

**Vendor Name Vendor Number** CIVICPLUS, LLC INC1161

**Total Vendor Amount** 2,302.65

**Payment Type Payment Number** Check

**Payment Date Payment Amount** 11/03/2025 2,302.65

**Payable Number** Description 349048

Cell Phone Reimbursement

**Payable Date Due Date Discount Amount Payable Amount** CivicPlus LLC 11/01/2025 11/01/2025 0.00 2,302.65

**Vendor Number Vendor Name** 10949 CONDON, JILLIAN **Total Vendor Amount** 

75.00

**Payment Type Payment Number** 

**Payment Date** Payment Amount 11/03/2025 75.00

Check 218502 **Payable Number** Description

Payable Date **Due Date** Discount Amount Payable Amount 10/31/2025 10/31/2025 0.00 75.00

**Vendor Number Vendor Name** 

**Total Vendor Amount** 

03707 **CONSERV FS** 

103125

905.11 **Payment Type Payment Number Payment Date** Payment Amount Check 218503 11/03/2025 905.11

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 122016781 10/28/2025 10/28/2025 0.00 643.44 gas 122016782 diesel 10/28/2025 10/28/2025 0.00 261.67

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

1.424.10

CRESCENT ELECTRIC SUPPLY 00143

**Payment Date** Payment Amount

**Payment Type Payment Number** Check 218504

11/03/2025 1,424.10

**Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount** S513654379.001 PVC Coupling/ PVC Cement 10/27/2025 10/27/2025 0.00 1,424.10

11/3/2025 2:30:32 PM

32

Payment Register APPKT0484 Section VII, Item 1.

Vendor Number Vendor Name

CURRAN MATERIALS CO.

02226

**Total Vendor Amount** 

33,038.56

483.74

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218505
 33,038.56

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

33612 HMA materials for street/road edge repairs by PW 10/15/2025 10/15/2025 0.00 33,038.56

 Vendor Number
 Vendor Name
 Total Vendor Amount

 03353
 FLLEN BURGESON, INC
 7.517.75

3353 ELLEN BURGESON, INC 7,517.7
Payment Type Payment Number Payment Date Payment Amount

Check <u>218506</u> 11/03/2025 7,517.75

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount1784Grant Administration for Sewer Lining10/22/202510/22/20250.006,940.25

1786 Grant Admin for RR Ext Ind Mega sites grant#25-914 10/22/2025 10/22/2025 0.00 577.50

Vendor Number Vendor Name Total Vendor Amount

<u>03334</u> FERGUSON WATERWORKS #2516 81.00

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218507
 \$1.00
 \$81.00

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable Amount0535125PSI NSF Blue10/23/202510/23/20250.0081.00

Vendor Number Vendor Name Total Vendor Amount

 INC1472
 FIREGROUND SUPPLY
 202.97

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check 218508 11/03/2025 202.97

Payable Number Description Payable Date Due Date Discount Amount Payable Amount 36838 Montero duty pants 10/28/2025 10/28/2025 0.00 202.97

Vendor Number Vendor Name Total Vendor Amount

D210 FISCHERS, INC. 1,476.00
Payment Type Payment Number Payment Date Payment Amount

Check 218509 11/03/2025 1,476.00

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

0759347-001 STANDUP DESK FOR MATT 10/27/2025 10/27/2025 0.00 1.476.00

<u>0759347-001</u> STANDUP DESK FOR MATT 10/27/2025 10/27/2025 0.00 1,476.00

 Vendor Number
 Vendor Name
 Total Vendor Amount

 06609
 FRONTIER
 2.348.50

Payment Type Payment Number Payment Date Payment Amount

Check <u>218510</u> 11/03/2025 2,348.50

Payable Number Description Payable Date Due Date Discount Amount Payable Amount

<u>101925</u> Phone/Fax Lines 10/19/2025 10/19/2025 0.00 2,348.50

Vendor Number Vendor Name Total Vendor Amount

03782 GASVODA & ASSOCIATES, INC. 12,614.20

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

 Check
 218511
 11/03/2025
 12,614.20

 Payable Number
 Description
 Payable Date
 Due Date
 Discount Amount
 Payable Amount

INV23DCF0021 **Open Channel Flowmeter** 10/24/2025 10/24/2025 0.00 4,900.00 INV25DCF0045 DO Probe 10/24/2025 10/24/2025 0.00 4,264.20 INV25MRA0116 Keco Hose 10/27/2025 10/27/2025 0.00 3,450.00

Vendor Number Vendor Name Total Vendor Amount

 INC1720
 GPS INSIGHT INC
 48

 Payment Type
 Payment Number
 Payment Date
 Payment Amount

Check 218512 11/03/2025 483.74
Payable Number Description Payable Date Due Date Discount Amount Payable Amount

Payable NumberDescriptionPayable DateDue DateDiscount AmountPayable AmountINV1773839Street Eagle Pro Plan10/01/202510/01/20250.00483.74

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**Payment Register** APPKT048

**GREDCO** 

HERNANDEZ, AUTUMN

03668

Section VII, Item 1. **Vendor Number Vendor Name** 

**Total Vendor Amount** 

12,709.13

**Payment Type Payment Number Payment Date** Payment Amount 12.709.13 Check

218513 11/03/2025 Payable Number Payable Date **Due Date** Discount Amount Payable Amount Description

093025 12,709.13 GREDCO 3rd quarter payment per agreement 09/30/2025 09/30/2025 0.00

Vendor Number **Vendor Name Total Vendor Amount** 

00493 **GROVERS SERVICES, LLC** 6,400.00

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

11/03/2025 Check 218514 6,400.00

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

102725 Trimmed/Removed Trees Week of Oct 20th 10/27/2025 10/27/2025 0.00 6,400.00

**Vendor Number Vendor Name Total Vendor Amount** 00246 HACH COMPANY 402.30

**Payment Type Payment Number** Payment Date Payment Amount Check 402.30

218515 11/03/2025 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount 10/23/2025 14727821 Orthophosphate - Chemkey 10/23/2025 0.00 257.55

14728620 Orthophosphate - Chemkey 10/24/2025 10/24/2025 0.00 56.40 14730710 Chlorine Chemkey 10/27/2025 10/27/2025 0.00 88.35

**Vendor Number Vendor Name Total Vendor Amount** 

10256 HAWKINS, INC. 1,219.80 **Payment Type Payment Number Payment Date Payment Amount** 

Check 11/03/2025 218516 1,219.80 Payable Date **Due Date** Discount Amount Payable Amount **Payable Number** Description

Azone 15 10/24/2025 10/24/2025 7236452 0.00 1,219.80

**Vendor Number Vendor Name Total Vendor Amount** 10698 **HELM SERVICE** 716.00

**Payment Type Payment Number Payment Date Payment Amount** 11/03/2025

Check 218517 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

FRE161538 Gas Leak Repair 10/19/2025 10/19/2025 0.00 716.00

**Vendor Number Vendor Name Total Vendor Amount** 

INC1268 **Payment Type Payment Number Payment Date** Payment Amount

Check 218518 11/03/2025 48.67 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

103125 Cell Phone Reimbursement 10/31/2025 10/31/2025 0.00 48.67

**Vendor Number Vendor Name Total Vendor Amount** 

**HEWITT & WAGNER, ATTORNEYS AT LAW** 08060 3,750.00

**Payment Type Payment Number Payment Date Payment Amount** 11/03/2025 3,750.00 Check 218519

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

110125 LEGAL 11/01/2025 11/01/2025 0.00 3,750.00

**Vendor Number Vendor Name Total Vendor Amount** 

**HICKS QUARTERS** INC1251 180.00 **Payment Type Payment Number** Payment Date **Payment Amount** 

11/03/2025 Check 218520 180.00 **Due Date Payable Number Payable Date Discount Amount Payable Amount** Description

Windows Tinted Expedition 10/27/2025 10/27/2025 0.00 180.00 102725

11/3/2025 2:30:32 PM

48.67

**Payment Register** 

**Vendor Number** 

APPKT048

Section VII, Item 1.

**Total Vendor Amount** 

1,500.00

HUPP ELECTRIC MOTORS INC. 10696

**Payment Type Payment Number** 

218521 Check

Payable Number Description

**Vendor Name** 

824446 BALANCE GENERATOR ON PEAKER #2

Vendor Number **Vendor Name** 

01796 IL FIRE & POLICE COMMISSIONERS

Payment Date Payment Amount

**Due Date** 

**Due Date** 

**Due Date** 

10/29/2025

10/29/2025

**Due Date** 

**Due Date** 

**Due Date** 

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/22/2025

10/22/2025

10/22/2025

10/22/2025

**Due Date** 

10/20/2025

10/28/2025

10/21/2025

10/23/2025

07/24/2025

Payable Date

Payable Date

**Payable Date** 

10/29/2025

10/29/2025

**Payable Date** 

Payable Date

Payable Date

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/20/2025

10/22/2025

10/22/2025

10/22/2025

10/22/2025

Payable Date

10/20/2025

10/28/2025

10/21/2025

10/23/2025

07/24/2025

**Payment Type Payment Number** Check 218522

**Payable Number** Description 03946 Dues - Bearrows

**Vendor Number Vendor Name** 

00286 IL MUNICIPAL UTILITIES ASSOC

**Payment Type Payment Number** 

218523 Check

> **Payable Number** Description 25-09002 Sept Safety Training 25-10002 Oct Safety Training

**Vendor Number Vendor Name** 

JOE COOLING & SONS, INC. 03047

**Payment Type Payment Number** 

Check 218524

> **Payable Number** Description 218398 sod for tees

**Vendor Name** Vendor Number

JOHNSON TRACTOR **Payment Type Payment Number** 

Check

**Payable Number** Description

R126 hydraulic parts IR12850

**Vendor Number Vendor Name** 

09444 KALEEL'S CLOTHING

**Payment Type Payment Number** 

Check 218526 **Payable Number** 

> Kyle Bridgeman - Clothing Allowance 102025-1 102025-2 Zack Cassidy - Clothing Allowance 102025-3 Chris Judah - Clothing Allowance 102025-4 Chris Judah - Boots Chad Judd - Uniform Allowance 102025-5

Description

Justin - Hi Vis

Jeff Musselman - Uniform Allowance

102225-2 Justin Medine - Clothing Allowance Hi Vis - Jeff 102225-3

**Vendor Number Vendor Name** 

102225-1

102225-4

KASS, JACOB INC1709 **Payment Type Payment Number** 

Check 218527

> **Payable Number** Description

Kass Hazmat tech mileage 102025

Payment Amount

**Payment Date** 

1.500.00

11/03/2025

Discount Amount Payable Amount

1,500.00 0.00

**Total Vendor Amount** 

400 00

11/03/2025

Discount Amount Payable Amount 0.00 400.00

**Total Vendor Amount** 

1,625.00

Payment Date Payment Amount 11/03/2025 1.625.00

Discount Amount Payable Amount

0.00 1.050.00

0.00 575.00

**Total Vendor Amount** 

4.095.00 **Payment Date Payment Amount** 

11/03/2025 4,095.00

Discount Amount Payable Amount

4,095.00 0.00

**Total Vendor Amount** 

202.35

**Payment Date Payment Amount** 

11/03/2025 202.35

**Discount Amount Payable Amount** 

0.00 202.35

**Total Vendor Amount** 

2.186.00

**Payment Date Payment Amount** 11/03/2025 2,186.00

Discount Amount Payable Amount 0.00 637.00

0.00 528.00 0.00 110.00 0.00 120.00

0.00 155.00 0.00 173.00 0.00 149.00

0.00

0.00

134.00 **Total Vendor Amount** 

180.00

222.60

**Payment Date Payment Amount** 

11/03/2025 222.60

**Discount Amount Payable Amount** 0.00 222.60

11/3/2025 2:30:32 PM

**Payment Register** 

LARGE CAR REBUILDERS, INC.

03239

**Vendor Number** 

APPKT048 **Vendor Number Vendor Name** 

**Total Vendor Amount** 

Section VII, Item 1.

210.50

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

Check 218528 11/03/2025 210.50

Payable Number Description Payable Date **Due Date** Discount Amount Payable Amount 18493 LETTERING FOR NEW TRUCK D1 210.50 10/23/2025 10/23/2025 0.00

Vendor Number **Vendor Name Total Vendor Amount** 00342

LAWSON PRODUCTS, INC. 1.081.28 **Payment Type Payment Number** Payment Date Payment Amount

11/03/2025 Check 218529 1,081.28 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount

9312921906 Shop supplies 10/22/2025 10/22/2025 0.00 910.79 9312924480 Nitrile Gloves 0.00 170.49 10/23/2025 10/23/2025

**Vendor Name Total Vendor Amount** Vendor Number

LEADERGOV LLC 11,597.10 **INC1698** 

**Payment Type Payment Number** Payment Date Payment Amount Check 218530 11/03/2025 11.597.10

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

1330 Management Staff Training 10/01/2025 10/01/2025 0.00 11,597.10

**Vendor Number Vendor Name Total Vendor Amount** LTL PARTNERS, INC. 09267 2,112.50

**Payment Type Payment Number Payment Date Payment Amount** Check 218531 11/03/2025 2,112.50

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount aeration of greens 10/14/2025 10/14/2025 0.00 3692 2.112.50

**Vendor Number Vendor Name Total Vendor Amount** 

MARTIN & CO EXCAVATING 02095 27.174.16 **Payment Type Payment Number Payment Date Payment Amount** 

11/03/2025 27,174.16 Check **Payable Number** Description **Payable Date Due Date Discount Amount Payable Amount** 

SW project HMA materials for pavement restoration 10/13/2025 10/13/2025 2716 0.00 2,761.48 2757 HMA materials for street/road edge repairs by PW 10/27/2025 10/27/2025 0.00 24,412.68

**Vendor Number Vendor Name Total Vendor Amount** 

MARTINEZ, STEVE 10223 3,000.00

**Payment Type Payment Number** Payment Date Payment Amount Check 218533 11/03/2025 3,000.00

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

3805 work on tee boxes 10/22/2025 10/22/2025 0.00 3,000.00

**Vendor Number Vendor Name Total Vendor Amount** MCDERMAID ROOFING AND INSULATING INC1711 52,327.00

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

11/03/2025 Check 218534 52.327.00

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

52,327.00 1030 S. 7TH ST ROOF REPLAU Roof Replacement Project 1030 S 7th 10/22/2025 10/22/2025 0.00

**Vendor Name** 

**MENARDS - SYCAMORE** 02727 364.60 **Payment Type Payment Number** Payment Date **Payment Amount** 

11/03/2025 Check 218535 364.60

**Payable Number** Payable Date **Due Date Discount Amount Payable Amount** Description Concrete forms and supplies 10/23/2025 10/23/2025 0.00 44720 364.60

11/3/2025 2:30:32 PM

**Total Vendor Amount** 

**Payment Register** 

APPKT048

Discount Amount Payable Amount

Discount Amount Payable Amount

0.00

0.00

Payment Date

11/03/2025

Section VII, Item 1.

**Vendor Number** 

**Vendor Name** 

10297

MERLIN'S GREENHOUSE & FLOWERS

**Total Vendor Amount** Payment Amount

2,500.00

430.08

2.500.00

**Total Vendor Amount** 

430.08

**Total Vendor Amount** 

**Total Vendor Amount** 

**Payment Type Payment Number** 

218536 Check

> **Payable Number** Description

8388 Watering 10/6-10/19/25 2,500.00

Vendor Number **Vendor Name** 

01726 MIDWEST MAILWORKS, INC

**Payment Type Payment Number** 

Check 218537

> **Payable Number** Description

257794 **UB Complete Mailroom Service**  11/03/2025

Payment Date Payment Amount

**Vendor Number Vendor Name** 00028 MODERN SHOE SHOP

**Payment Type Payment Number** 

Check 218538

**Payable Number** 

Description Boots - CJ 014816

454.48 Payment Date Payment Amount

11/03/2025 454.48

**Payable Date Due Date** Discount Amount Payable Amount 10/26/2025 10/26/2025 0.00 454.48

Payable Date

Payable Date

Payable Date

**Payable Date** 

10/24/2025

10/27/2025

10/27/2025

Payable Date

10/23/2025

10/28/2025

**Due Date** 

**Due Date** 

10/24/2025

10/27/2025

10/27/2025

**Due Date** 

10/23/2025

10/28/2025

10/15/2025

10/27/2025

**Due Date** 

**Due Date** 

10/15/2025

10/27/2025

**Vendor Number Vendor Name** 08192 MR. OUTHOUSE

**Payment Type** 

**Payment Number** 

Check 218539

**Payable Number** Description 10998 Porta Pot Rental 480.00

**Payment Date Payment Amount** 11/03/2025 480.00

Payable Date **Due Date** Discount Amount Payable Amount 10/20/2025 10/20/2025 0.00 480.00

**Vendor Name Vendor Number** 

MULHOLLAND, JAY **Payment Type Payment Number** 

Check 218540

**Payable Number** Description

103125 Cell Phone Reimbursement

**Total Vendor Amount** 61.90 **Payment Date Payment Amount** 

**Payable Date Due Date Discount Amount Payable Amount** 10/31/2025 10/31/2025 0.00

Vendor Number **Vendor Name** 

NAPA AUTO PARTS ROCHELLE 00415

**Payment Type Payment Number** 

Check 218541

> **Payable Number** Description 109519 Paint Removal

**Total Vendor Amount** 45.53 Payment Amount

45.53

65.00

53.50

133.75

**Total Vendor Amount** 

11.75

61.90

11/03/2025 45.53 Discount Amount Payable Amount

**Vendor Number Vendor Name** 

INC1110 PEST CONTROL CONSULTANTS ILLINOIS **Total Vendor Amount** 252.25

11/03/2025

**Payment Date** 

0.00

0.00

0.00

0.00

0.00

**Payment Number Payment Type** 

Check 218542

**Payable Number** Description 854997 **UB Pest Control for 333** 856287 rodent control in Comm Hangar 856590 Monthly Pest Control Tech Center

**Payment Date** Payment Amount 11/03/2025 252.25 Discount Amount Payable Amount

**Vendor Number Vendor Name** 

PETTY CASH - POLICE DEPT 00693

11.75

**Payment Type Payment Number** Check 218543

**Payable Number** Description

Petty Cash Reimbursement 102325

Payment Date **Payment Amount** 11/03/2025 11.75 **Discount Amount Payable Amount** 

11/3/2025 2:30:32 PM

**Vendor Number** 

APPKT048

Section VII, Item 1.

**Total Vendor Amount** 

225.00

PRESCOTT BROS. FORD 01154 **Payment Type** 

**Payment Number** 

**Vendor Name** 

Check 218544

> **Payable Number** Description Vehicle Floor Mats 27469

Payable Date **Due Date** 10/23/2025 10/23/2025

**Due Date** 

10/24/2025

Payable Date

10/24/2025

**Payment Date** 11/03/2025 Discount Amount Payable Amount

Payment Amount 225.00

0.00

225.00

**Total Vendor Amount** 

156 51

Vendor Number **Vendor Name** 

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

Payment Date Payment Amount

Check 218545

> **Payable Number** Description CD3089598 irrigation tap

11/03/2025 156.51

Discount Amount Payable Amount 0.00 156.51

Payment Date Payment Amount

0.00

**Payment Date** 

0.00

**Vendor Number Vendor Name** 

RAY O'HERRON CO. INC. 01642 **Payment Type Payment Number** 

**Total Vendor Amount** 316.30

218546 11/03/2025 316.30 Check **Discount Amount Payable Amount Payable Number** Description **Payable Date Due Date New Officer Uniforms** 10/24/2025 10/24/2025 2441092 0.00 98.99

**New Officer Uniforms** 2441416 10/27/2025 10/27/2025 217.31

**Vendor Number Vendor Name** 

**ROCHELLE JANITORIAL SUPPLY** 02241

**Total Vendor Amount** 432.07

**Payment Type Payment Number Payment Date Payment Amount** Check 218547 11/03/2025 432.07 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 100825-6 10/17/2025 10/17/2025 0.00 paper towel 26.25 405.82 10/29/2025 10/29/2025 0.00

102825-2 Janitorial Supplies - City Hall

**RUNNINGS SUPPLY INC** 

**Vendor Name** 

Vendor Name

**Total Vendor Amount** 

**Payment Amount** 

749 98

**Payment Type Payment Number** 

**Vendor Number** 

**Vendor Number** 

**INC1418** 

Check 218548 11/03/2025 749.98 Description Payable Date **Due Date** Discount Amount Payable Amount **Payable Number** 1228771 Toolbox, broom, dustpan 10/22/2025 10/22/2025 0.00 324.67 1228838 shop hose 10/22/2025 10/22/2025 0.00 89.99 1228851 Bucket/Hitch pin /Clips 10/22/2025 10/22/2025 0.00 9.39 10/23/2025 1229067 Upperhand Steel Fishtape 10/23/2025 0.00 85.99 10/23/2025 10/23/2025 0.00 149.99

Erik Crawford clothing per 196 agreement 1229159 1230336 Motor Tuneip - Shop Towels

**Total Vendor Amount** 

89.95

00294 SECURITY LOCK INC. **Payment Number Payment Type** 

470.00 **Payment Date Payment Amount** 

Check 218549 11/03/2025 470.00 **Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 18364 Door lock re-keying 10/24/2025 10/24/2025 0.00 305.00 18368 replace lost truck key 10/24/2025 10/24/2025 0.00 165.00

**Vendor Number Vendor Name** SNODEPOT, LLC 10116

**Total Vendor Amount** 2.223.00

**Payment Number Payment Type** Check 218550

**Payment Date Payment Amount** 11/03/2025 2,223.00

10/27/2025

10/27/2025

**Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount INV011280 Stailess steel replacement oil pans R156 - R119 10/28/2025 10/28/2025 0.00 2,223.00

11/3/2025 2:30:32 PM

38

**Vendor Name** 

CTADLEC DISCINIECC CDEDIT

**Vendor Number** 

APPKT048

Section VII, Item 1.

**Total Vendor Amount** 

09833	STAPLES BUSINESS CREDIT		480.60
Payment Type	Payment Number	Payment Date	Payment Amount
Check	<u>218551</u>	11/03/2025	480.60

Payable Number	Description	Payable Date	Due Date	<b>Discount Amount</b>	Payable Amount	
6046202378	Envelopes	10/25/2025	10/25/2025	0.00	38.49	
6046202379	Cups, Coffee, Tee, Document Frames	10/25/2025	10/25/2025	0.00	164.60	
6046202380	Plastic Spoons	10/25/2025	10/25/2025	0.00	61.16	
<u>6046202381</u>	Forks/Cups/Napkins	10/25/2025	10/25/2025	0.00	134.91	
6046202383	Office Supplies	10/25/2025	10/25/2025	0.00	81.44	

**Vendor Number Vendor Name Total Vendor Amount** STEDER TATTOO 2.500.00 INC1250

**Payment Type Payment Number** Payment Date **Payment Amount** 2,500.00

Check 218552 11/03/2025 **Payable Number** Description Payable Date **Due Date** Discount Amount Payable Amount

DOWNTOWN MURAL 519 W Signing contract-mural 519 W 4th Ave. 10/29/2025 10/29/2025 0.00 2,500.00

**Vendor Number Vendor Name Total Vendor Amount** SYNDEO NETWORKS, INC. 08023 681.25

**Payment Type Payment Number** Payment Date Payment Amount 218553 Check 11/03/2025

**Payable Number** Description Payable Date **Due Date Discount Amount Payable Amount Admin Phone Lines** 10/01/2025 10/01/2025 0.00 3255 681.25

**Vendor Number Vendor Name Total Vendor Amount** 03263 TALLMAN EQUIPMENT COMPANY, INC. 692.35

**Payment Number Payment Date** Payment Amount **Payment Type** 11/03/2025 Check 692.35

**Due Date Payable Number** Description Payable Date Discount Amount Payable Amount 3450485 Telescoping Pole Saw 10/23/2025 10/23/2025 0.00 592.19 100.16 3450989 500 MCM CU Bushing 10/28/2025 10/28/2025 0.00

**Vendor Number Vendor Name Total Vendor Amount** TESREAU, SAMUEL 04062 75.00

**Payment Number Payment Date Payment Amount Payment Type** 11/03/2025 Check 218555 75.00

**Payable Number** Description Pavable Date **Due Date** Discount Amount Payable Amount Cell Phone Reimbursement 103125 10/31/2025 10/31/2025 0.00 75.00

**Vendor Number Vendor Name Total Vendor Amount** 

TOLIVER, BLAKE 08076 75.00 **Payment Type Payment Number Payment Date** Payment Amount

218556 11/03/2025 75.00

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

10/31/2025 103125 Cell Phone Reimbursement 10/31/2025 0.00 75.00

**Vendor Number Vendor Name Total Vendor Amount** 10445 TRI-CITY ELECTRIC COMPANY OF IOWA 246.658.60

**Payment Type Payment Number** Payment Date Payment Amount 11/03/2025 805.00 Check 218557

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

805.00 09/30/2025 09/30/2025 127247 Council Chambers AV Repair 0.00 11/03/2025 76.500.00 Check 218558

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount 0.00 76.500.00

WESTVIEW DRIVE UG INSTA Westview Underground Project 09/08/2025 09/08/2025 11/03/2025 169.353.60 218559

**Payable Number** Description **Payable Date Due Date** Discount Amount Payable Amount WESTVIEW DRIVE UG INSTA Westview Underground Project 09/08/2025 09/08/2025 0.00 169,353.60

11/3/2025 2:30:32 PM

**Payment Register** 

**Vendor Number** 

APPKT048

Section VII, Item 1.

**Total Vendor Amount** 

1 940 00

TRUCK COUNTRY OF ILLINOIS, INC INC1368

**Payment Type Payment Number** 

218560 Check

**Payable Number** Description

**Vendor Name** 

X901227085.01 Battery box R156

Vendor Number **Vendor Name** 

04522 TURNER, DEBBIE

**Payment Type Payment Number** Check 218561

**Payable Number** Description

JANITORIAL SERVICES 2864

**Vendor Number Vendor Name** 

06560 **US BANK** 

**Payment Type Payment Number** 

Check 218562

> **Payable Number** Description

TIF BOND PRINCIPAL AND INTEREST 3027554

**Vendor Number Vendor Name** 

00991 **USA BLUEBOOK** 

**Payment Type Payment Number** 

Check 218563

**Payable Number** Description INV00866989 Lab Supplies

Vendor Name **Vendor Number** 

**VERIZON WIRELESS** 01104

> **Payment Type Payment Number**

Check

**Payable Number** Description

6126069291 Monthly Cellphone and iPad Charges

6126493172 Telephone

Vendor Number **Vendor Name** 

00663 WESCO RECEIVABLES CORP

**Payment Type Payment Number** 

Check 218566

**Payable Number** Description **Holphane Fixtures** 373543

**Vendor Number Vendor Name** 

10553 **WEX BANK** 

> **Payment Type Payment Number** Check 218567

**Payable Number** 

OCT25-WTR&SWR

**OCT25-ADMIN** 

**OCT25-DIESEL** GAS FOR D1 AND D3 TRUCKS OCT25-ELEC Vehicle Fuel

**FUEL CHARGES-ENGINEERING** OCT25-ENG OCT25-FIRE Fuel

Description

**WEX CARDS** 

MONTHLY WEX CREDIT

OCT25-POLICE Squad Fuel OCT25-WATER **WEX CARDS** WEX CARDS - WR **OCT25-WTR REC** 

11/3/2025 2:30:32 PM Page

199.97

**Payment Date** 

Payment Amount

11/03/2025

199.97

Payable Date

Payable Date

**Payable Date** 

**Payable Date** 

Payable Date

10/15/2025

10/20/2025

**Payable Date** 

Payable Date

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/08/2025

10/24/2025

10/09/2025

10/26/2025

10/23/2025

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

**Due Date** 

10/15/2025

10/20/2025

**Due Date** 

**Due Date** 

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/23/2025

10/08/2025

10/24/2025

10/09/2025

10/26/2025

10/23/2025

Discount Amount Payable Amount

199.97 0.00

**Total Vendor Amount** 

Payment Date Payment Amount

11/03/2025 1,940.00

Discount Amount Payable Amount

0.00 1,940.00

**Total Vendor Amount** 

220,537.50

Payment Date **Payment Amount** 

11/03/2025 220,537.50

Discount Amount Payable Amount

220,537.50 0.00

**Total Vendor Amount** 419.69

**Payment Date Payment Amount** 

11/03/2025 419.69

Discount Amount Payable Amount

0.00 419.69

**Total Vendor Amount** 

4,309.42 **Payment Amount** 

**Payment Date** 11/03/2025 4,309.42

**Discount Amount Payable Amount** 

0.00 4,230.38

0.00 79.04

**Total Vendor Amount** 

10.733.31 **Payment Date Payment Amount** 

11/03/2025

10,733.31

Discount Amount Payable Amount

0.00 10,733.31

> **Total Vendor Amount** 14,035.33

**Payment Amount** 

14.035.33

Discount Amount Payable Amount

0.00 -133.63

**Payment Date** 

0.00

0.00

0.00

0.00

0.00

11/03/2025

0.00 201.24 0.00

3,121.07

77.80

2,195.47

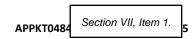
5,093.12

885.33 1,426.73

1,168.20

0.00

40



#### **Payment Summary**

		Payable	Payment		
Bank Code	Туре	Count	Count	Discount	Payment
Allocated Cash	Check	66	40	0.00	483,153.75
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	82	41	0.00	380,451.09
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
	Packet Totals:	148	83	0.00	863,604.84

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APPKT0484 Section VII, Item 1. 5

## **Cash Fund Summary**

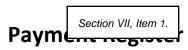
**Fund** Name 91 Cash Allocation **Amount** -863,604.84

Packet Totals:

-863,604.84

11/3/2025 2:30:32 PM Page





APPKT04818 - Exception Check Run Per J.F 10/28/25 01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

**Vendor Number Vendor Name** 03783

HAYES, BIL

Payment Type **Payment Number** 

Check 218475

**Payable Number** Description

09/18/25 Parking Reimbursement - IML **Total Vendor Amount** 60.00

Payment Date Payment Amount

10/28/2025 60.00

Payable Date Discount Amount Payable Amount **Due Date** 09/18/2025 09/18/2025 0.00 60.00

10/28/2025 10:42:45 AM

APPKT04818 - Exception Che Section VII, Item 1.

#### **Payment Summary**

			Payable	Payment		
Bank Code	Type		Count	Count	Discount	Payment
Allocated Cash	Check		1	1	0.00	60.00
		Packet Totals:	1	1	0.00	60.00

10/28/2025 10:42:45 AM Pa

APPKT04818 - Exception Che Section VII, Item 1.

### **Cash Fund Summary**

FundNameAmount91Cash Allocation-60.00

Packet Totals: -60.00

10/28/2025 10:42:45 AM Pa 45



APPKT04826 - Electric Exception Check Run 11/03/25 01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

**Vendor Number** 

**Vendor Name** 

01260

UNION PACIFIC RAILROAD CO.

Payment Type

**Payment Number** 

Check 218476

**Payable Number** 

Description

Prj # 0799457 Agreement permit **Total Vendor Amount** 

2,500.00

Payment Date Payment Amount 2,500.00

10/29/2025

**Due Date** Payable Date Discount Amount Payable Amount 10/28/2025 0.00 2,500.00

10/28/2025

10/29/2025 2:12:39 PM

APPKT04826 - Electric Except Section VII, Item 1.

#### **Payment Summary**

			Payable	Payment		
Bank Code	Туре		Count	Count	Discount	Payment
Allocated Cash	Check		1	1	0.00	2,500.00
		Packet Totals:	1	1	0.00	2,500.00

10/29/2025 2:12:39 PM

APPKT04826 - Electric Except

Section VII, Item 1.

### **Cash Fund Summary**

FundNameAmount91Cash Allocation-2,500.00

Packet Totals: -2,500.00

10/29/2025 2:12:39 PM Pa



## Council Payroll Check Regional Reports

Section VII, Item 1.

**Employee Pay Summary** 

Pay Period: 10/13/2025-10/26/2025

Packet: PYPKT01320 - PPE 10.26.25 Payroll Set: Payroll Set 01 - 01

Fundama	Fundame #	Doument Date	Nivershau	Net
Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	10/31/2025	15990	476.23
ANAVA DEDDO	00508	10/31/2025	15985	2,248.90
ANAYA, PEDRO	00592	10/31/2025	15873	2,677.86
ARTEAGA, ROSAELIA	00536	10/31/2025	1331	168.08
BAKKER, CODY	00539	10/31/2025	15935	554.44
BANESKI, ELVIS	00379	10/31/2025	15874	4,284.59
BEARROWS, JOHN B	00453	10/31/2025	15863	694.56
BECK, JOHN M	00141	10/31/2025	15964	3,066.97
BEERY, RYAN T	00340	10/31/2025	15875	3,814.07
BELMONTE, ROCIO	00423	10/31/2025	15868	1,410.10
BETTNER, DANIELLE	00531	10/31/2025	16010	1,896.64
BJORNEBY, JACOB	00469	10/31/2025	15991	3,478.12
BOEHLE, MATTHEW	00444	10/31/2025	15992	1,810.73
BOEHM, MARK	00556	10/31/2025	16032	2,579.21
BORCHERTS, CODY	00679	10/31/2025	15876	1,685.27
BRASS, NATHANIEL W	00566	10/31/2025	15877	3,075.78
BRIDGEMAN, KYLE C	00478	10/31/2025	15968	2,775.62
BRUST, PATRICK	00490	10/31/2025	16012	3,886.71
BUCK, DAGIN	00659	10/31/2025	16018	124.29
BURDIN, JASON E	00263	10/31/2025	15993	4,234.15
BURDIN, KATELYN	00630	10/31/2025	16019	321.62
CARLOTT, CHRISTINA	00317	10/31/2025	16033	2,784.41
CARLS, TYLER J	00179	10/31/2025	15915	5,290.66
CASSIDY, ZACHARY	00637	10/31/2025	15969	2,640.29
CECH, ERIC T	00393	10/31/2025	15975	2,510.83
CONDON, JILLIAN	00545	10/31/2025	16034	3,852.05
CONTREDAS DANTE	00620	10/31/2025	15878	2,178.34
CONTRERAS, DANTE	00678	10/31/2025	15947	2,987.69
COX, JOHNATHAN M	00616	10/31/2025	15948	2,611.70
COX, CHRISTOPHER T	00446	10/31/2025	15994	3,247.25
CRAWFORD, ERIK L	00123	10/31/2025	15949	3,336.18
CUNNINGHAM, ANDREW R		10/31/2025	15976	2,626.07
DA COSTA, BENJAMIN	00619	10/31/2025	16013	2,094.30
DAME, ROBERT	00570	10/31/2025	16020	552.38
DAVIS MATTHEM	00559	10/31/2025	15950	3,167.69
DAVIS, MATTHEW	00664	10/31/2025	15936	474.25
DICKSON, EVAN	00609	10/31/2025	15879	1,556.95
DIMAGGIO, DOMINIC	00676	10/31/2025	15880	2,508.19
DOUGHERTY, KENNETH R	00418	10/31/2025	15916	4,627.67
EDWARDS, BRIAN E	00181	10/31/2025	15917	3,822.49
EVANS, BILLY GREGG	00550	10/31/2025	15937	462.16
FABER, CALE	00617	10/31/2025	15951	2,430.66
FENWICK, NATALIE Z	00428	10/31/2025	16021	495.20
FIEGENSCHUH, JEFFREY	00463	10/31/2025	15871	4,221.26
FLANAGAN, ROBERT H	00383	10/31/2025	15952	1,753.29
FLEMMING, BAILEY H	00639	10/31/2025	15918	2,700.52
FLORES, ARACELI	00612	10/31/2025	16005	1,767.40
FLORESS, HEATHER	00631	10/31/2025	15970	1,653.16
FORE, COLVIN	00549	10/31/2025	16022	664.50
FRANKENBERRY, PHILLIP C	00030	10/31/2025	15881	3,225.68
FRIESTAD, ADDISON	00655	10/31/2025	16023	48.95

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#### Packet: PYPKT01320 - PPE 10.26.25 Payroll Set: Payroll Set 01 - 01

Employee FULGENCIO, MICKAYA	Employee #	Payment Date 10/31/2025	Number 16006	Net 1,169.25
GIBIC, NEVRES	00577 00680	10/31/2025	15882	1,650.55
GILLIAM, JAMES R	00322	10/31/2025	1333	3,443.65
GILLIS, ANGELA	00192	10/31/2025	15919	1,406.08
GILLIS, AUSTIN	00132	10/31/2025	15938	573.06
GOOD, JEREMY M	00334	10/31/2025	15920	6,173.06
HAAN, WILLIAM A	00270	10/31/2025	15883	5,740.65
HAMILTON, MITCH A	00425	10/31/2025	16024	3,090.46
HARDIN, JASON C	00597	10/31/2025	16025	69.92
HARRINGTON, DAMEN	00608	10/31/2025	15884	918.30
HARTWIG, RAYMOND	00658	10/31/2025	15986	2,141.61
HAYES, WILLIAM T	00250	10/31/2025	15864	173.51
HELGREN, CURTIS	00476	10/31/2025	15921	2,763.55
HERNANDEZ, AUTUMN	00557	10/31/2025	16007	2,713.65
HERRING, ANDREW J	00594	10/31/2025	15885	5,274.51
HEUER, CASEY	00552	10/31/2025	16014	2,319.24
HOLDEN, ERIC	00569	10/31/2025	16015	2,054.30
HOWARD, CASEY	00555	10/31/2025	15995	4,549.05
HUDETZ, MICHAEL L	00422	10/31/2025	16017	1,901.82
HUERAMO, ROSE MARY	00415	10/31/2025	15869	2,288.52
HUERAMO, BIANCA	00572	10/31/2025	15886	1,935.53
HUERAMO, CRYSTAL	00615	10/31/2025	16008	1,318.77
ISLEY, TIMOTHY P	00249	10/31/2025	15953	3,387.54
JACKSON, CANDICE	00551	10/31/2025	15887	1,907.57
JACKSON, SYDNEY L	00562	10/31/2025	15888	2,403.32
JAKYMIW, JAMES M	00367	10/31/2025	15889	3,016.50
JIMENEZ, KAYLEE	00554	10/31/2025	15977	2,389.81
JOHNSON, TODD A	00069	10/31/2025	15996	3,368.54
JOHNSON, THOMAS	00652	10/31/2025	16026	83.91
JOHNSON, BENJAMIN C	00166	10/31/2025	15922	3,142.82
JOHNSON, JARED	00048	10/31/2025	16016	2,644.72
JONES, HAYDEN C	00567	10/31/2025	16027	241.58
JUDAH, CHRISTOPHER M	00439	10/31/2025	15978	556.63
JUDD, CHAD A	00450	10/31/2025	15979	1,795.08
KASS, JACOB R	00641	10/31/2025	15923	2,330.41
KELCHNER, GRACIE	00647	10/31/2025	15890	1,695.27
KELLER, DANIEL W	00211	10/31/2025	15971	3,907.06
KEPKA, JASON	00618	10/31/2025	15939	406.23
KESSLER, SEAN	00634	10/31/2025	15997	3,888.26
KNIGHT, KALEB	00636	10/31/2025	15988	2,238.33
KNIGHT, JAMES WALKER	00585	10/31/2025	15987	2,784.69
KNIGHT, NOAH	00600	10/31/2025	15891	2,573.90
KNIGHT, MICHELLE	<u>00174</u>	10/31/2025	15961	2,227.91
KORLESKI, ROSE	<u>00681</u>	10/31/2025	16035	587.10
KOVACS, RYAN	00384	10/31/2025	15892	2,852.24
LABONDE, HENRY J	00628	10/31/2025	16028	503.43
LANNING, ADAM	00392	10/31/2025	15972	3,827.62
LEWIS, JOSH R	00338	10/31/2025	15924	3,541.12
LODICO, TREY	00613	10/31/2025	15925	3,180.53
LOVELADY-SMITH, ELIZABET		10/31/2025	16036	1,788.31
LUDWIG, BRITTANY D	00645	10/31/2025	15912	251.70
LUXTON, TOD	00535	10/31/2025	15973	3,135.47
MCDERMOTT, THOMAS	00063	10/31/2025	15866	165.28
MCDERMOTT, DANIEL W	00038	10/31/2025	15865	118.08
MCGILL, MICHAEL	00462	10/31/2025	15940	519.20
MEDINE, JUSTIN	00487	10/31/2025	15980	2,144.58
MERRILL, ADAM	00677	10/31/2025	15998	3,297.85
MESSER, NOAH	00581	10/31/2025	15926	2,694.02
MILLER, RYAN	00540	10/31/2025	15981	2,073.07

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#### Packet: PYPKT01320 - PPE 10.26.25 Payroll Set: Payroll Set 01 - 01

Fmulavaa	Francisco #	Doument Date	Number	Not
Employee MILOS, KRISTOFER	Employee # 00512	Payment Date 10/31/2025	Number 15954	Net 3,256.38
MISKELL, CJ	00671	10/31/2025	15999	3,251.27
MITCHELL, ANGELA K	00163	10/31/2025	15913	247.52
MONTERO, DAVID S	00601	10/31/2025	15927	2,697.14
MOREAU, SENADA	00408	10/31/2025	15893	2,134.99
MORRIS, MANDI R	00168	10/31/2025	16009	1,778.97
MUELLER, JESSICA CM	00510	10/31/2025	15982	2,715.06
MULHOLLAND, JAY A	00442	10/31/2025	16000	2,857.62
MUSSELMAN, JEFFREY J	00200	10/31/2025	15983	3,570.77
NAMBO, LUISA	00200	10/31/2025	15894	2,166.69
NAVA, CELESTE	00662	10/31/2025	16037	1,803.73
NAY, WELDON	00644	10/31/2025	15941	847.66
NEUENKIRCHEN, RYAN J	00590	10/31/2025	15984	1,872.11
OATES, JAKE	00663	10/31/2025	15942	372.32
OLESON, KHRYSTA	00621	10/31/2025	16038	929.23
OLSZEWSKI, ROBIN L	00373	10/31/2025	15895	2,358.75
OLSZEWSKI, BRITTANY	00546	10/31/2025	15870	1,136.28
OWEN, ALISON	00409	10/31/2025	15896	1,878.13
OWEN, TREVOR D	00399	10/31/2025	15897	3,634.83
PAVIA, PETER	00485	10/31/2025	15898	3,771.84
PEARSON, ROGER	00522	10/31/2025	15914	222.77
PEASE, MICHELLE J	00222	10/31/2025	15962	3,326.14
PLAZA, JONATHAN	00524	10/31/2025	15928	3,492.21
POWELL, KORTNEY	00607	10/31/2025	15943	266.13
PREWETT, ZACHARY	00327	10/31/2025	15929	4,903.63
RANGEL, DWAYNE	00455	10/31/2025	15974	2,328.46
RIVERA, ANGEL	00606	10/31/2025	15899	2,866.03
RODABAUGH, AARON C	00213	10/31/2025	15900	3,335.07
ROGDE, ANDREW C	00410	10/31/2025	16001	2,199.78
SALINAS, JAVIER	00538	10/31/2025	15930	3,769.86
SAWLSVILLE, DAVID W	00046	10/31/2025	15931	3,855.95
SAWLSVILLE, CHRISTOPHER		10/31/2025	15944	601.56
SCHABACKER, BRAD J	00348	10/31/2025	15955	2,802.53
SESTER, JOSEPH R	00129	10/31/2025	15902	3,559.65
SESTER, CORY	00294	10/31/2025	15901	2,579.06
SHAW-DICKEY, KATHRYN E	00452	10/31/2025	15867	168.08
SILVA, BARTOLOME	00586	10/31/2025	15903	2,353.33
SILVA, EDGAR Q	00593	10/31/2025	15904	2,023.92
SMITH, BETH A	00441	10/31/2025	15945	186.16
SORGEA, ASHTIN	00675	10/31/2025	15905	2,041.16
SPEARS, NICHOLAS J	00362	10/31/2025	15956	3,171.87
SPEARS, JORDAN	00660	10/31/2025	16029	515.13
STARR, GEOFFREY	00495	10/31/2025	15963	2,779.01
STARR, MACKENZIE	00673	10/31/2025	15946	13.76
SULLIVAN, JAMEY A	00356	10/31/2025	16002	3,070.64
SUNESON, SARA L	00252	10/31/2025	16011	1,828.34
SWANSON, CARMEN	00541	10/31/2025	15906	1,527.14
TAFT, TREY J	00629	10/31/2025	16030	307.66
TESREAU, SAMUEL C	00276	10/31/2025	15965	4,516.66
THOMPSON, JENNIFER R	00364	10/31/2025	15872	3,385.93
TIMM, NATHAN K	00414	10/31/2025	15957	3,067.00
TOLIVER, BLAKE A	00205	10/31/2025	16003	3,488.49
TURCATO, JAMES	00635	10/31/2025	16004	3,909.28
UNDERWOOD, JASON M	00217	10/31/2025	15932	5,208.72
UTECHT, MICHAEL	00493	10/31/2025	16031	666.05
VALDIVIESO, BENJAMIN	00599	10/31/2025	1332	0.00
VANKIRK, COLTON	00496	10/31/2025	15958	3,641.64
VANVICKLE, ZECHARIAH	00548	10/31/2025	15933	3,464.91
VILLALOBOS, EDDIE V	00560	10/31/2025	15959	2,851.18

**10/29/2025 4:45:05 PM** Page 8 o

Packet: PYPKT01320 - PPE 10.26.25 Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
WARD, CURTIS W	00331	10/31/2025	15966	2,550.64
WATERS, SHANE A	<u>00430</u>	10/31/2025	15989	2,825.84
WEEKS, JOYCE L	<u>00401</u>	10/31/2025	15967	881.75
WILLIS, JODY T	<u>00051</u>	10/31/2025	15934	3,829.53
WINTERTON, RYAN	<u>00627</u>	10/31/2025	15907	2,796.31
WITT, ADAM	<u>00605</u>	10/31/2025	15908	2,506.16
WITTENBERG, MATTHEW E	00282	10/31/2025	15909	3,116.84
WOOLBRIGHT, TYLER	<u>00640</u>	10/31/2025	15910	1,921.52
WRIGHT, ABBY	<u>00489</u>	10/31/2025	15911	2,149.53
WYATT, JAKE	<u>00650</u>	10/31/2025	15960	3,150.36
ZICK, BRITTNEY	<u>00571</u>	10/31/2025	16039	2,167.13
			Totals:	414,366.62

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THE CITY OF ROCHELLE Ogle County, Illinois
RESOLUTION NO
A RESOLUTION APPOINTING AN AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT SYSTEM

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

# CITY OF ROCHELLE Ogle County, Illinois

RESOL	.UTION	NO.	

## A RESOLUTION APPOINTING AN AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT SYSTEM

**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 is a participant in the Illinois Municipal Retirement System (IMRF), and;

WHEREAS, by law the City is required to have an authorized IMRF agent; and

**WHEREAS**, the City's Finance Director, Matt Hoffman should be designated at the City's authorized IMRF agent.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Rochelle that:

<u>SECTION ONE</u>: Matt Hoffman is hereby appointed as the City of Rochelle's authorized agent.

<u>SECTION TWO</u>: The authorized agent is granted the powers and duties as provided by law to administer the City's IMRF system and to exercise the powers and duties pertaining to nomination and election of trustees of IMRF.

<u>SECTION THREE</u>: This appointment is effective immediately, as of November 10, 2025.

PASSED THIS 10th day of November 2025.

AYES:

NAYS:	
ABSENT:	
APPROVED THIS 10 <sup>th</sup> day of November,	2025.
	MAYOR
ATTEST:	
CITY CLERK	

STATE OF ILLINOIS	)	00			
COUNTY OF OGLE	)	SS.			
		CERTIFIC	CATE		
I, Rose Huéramo,	City Cle	erk of the City	of Rochelle, Co	ounty of Ogle and	State of
Illinois, DO HEREBY CEI	RTIFY th	hat the forego	ing is a true and	correct copy of Re	solution
No, "A RESOLU	JTION	APPOINTING	AN AUTHOR	IZED AGENT FO	R THE
ILLINOIS MUNICIPAL R	ETIREM	MENT SYSTE	M" which was a	idopted by the Ma	yor and
City Council of the City of	f Roche	elle on Noveml	ber 10, 2025.		
IN WITNESS WHI	EREOF,	, I have hereu	into set my hand	I and affixed the co	orporate
seal of the City of Rochel	le this 1	10 <sup>th</sup> day of Nov	vember, 2025.		
			CITY CI		

Section VII, Item 1.



# The City of Rochelle will be closed on the following legal holidays for 2026:

#### **5-DAY SCHEDULES**

January 1 New Year's Day

January 19 Martin Luther King Day

April 3 Good Friday

May 25 Memorial Day

July 3 Independence Day (OBSERVED)

September 7 Labor Day

October 12 Columbus Day

November 11 Veteran's Day

November 26 Thanksgiving Day

November 27 Day after Thanksgiving

December 24 Christmas Eve

December 25 Christmas Day

December 31 New Year's Eve

Section VII, Item 1.



## **2026 Meeting Dates**

#### City Council Regular Meetings 6:30pm, City Hall Council Chambers

January 26

February 9, 23

March 9, 23

April 13, 27

May 11, 26

June 8, 22

July 13, 27

August 10, 24

September 14, 28

October 13, 26

November 9, 23

December 14

# Planning and Zoning Commission 6:00pm, City Hall Council Chambers

January 5

February 2

March 2

April 6

May 4

June 1

July 6

August 3

Tuesday, September 8

October 5

November 2

December 7

#### Fire Pension Board 9:30am, Fire Department

February 2

May 4

August 3

November 2

#### Police Pension Board 3:00pm, City Hall Conference Center

March 3

June 2

September 1

December 1

#### Police & Fire Commission 3pm, City Hall Council Chambers

March 10

June 9

September 8

December 8

#### Golf Course Advisory Board 11am, Fairways Pro Shop

January 25

February 22

March 30

April 27

Tuesday, May 26

June 29

July 27

August 31

September 28

October 26

November 30

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Authorize the Completion of Signature Forms at Financial Institutions

**Staff Contact:** Jeff Fiegenschuh

#### **Summary:**

The City of Rochelle has numerous accounts at the following institutions: Central Bank, First State Bank, Holcomb Bank, Stillman Bank, IMET and the Illinois Funds. This includes all accounts for all departments of the City of Rochelle including, but not limited to Rochelle Municipal Utilities, Rochelle Police Department, etc. To add Matt Hoffman and remove Chris Cardott as an authorized signer, the institutions require new forms to be completed. The new signers will be City Manager Jeff Fiegenschuh, City Clerk Rose Hueramo, Finance Director Matt Hoffman and Mayor John Bearrows.

**Strategic Plan Goal Application:** Maintain Fiscal Stability and Balanced Budget

**Recommendation:** Authorize the Completion of Signature Forms at Financial Institutions

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

2. An Ordinance Levying Taxes for all Corporate Purposes for the City of Rochelle, Ogle County and Lee County, Illinois, for the Fiscal Year Beginning January 1, 2026 and Ending December 31, 2026

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** 2025 Tax Levy

**Staff Contact:** Jeff Fiegenschuh, City Manager

Summary: The State of Illinois requires the City annually adopt and file a Property Tax Levy Ordinance on or before the last Tuesday in December. Last year, the City's Equalized Assessed Valuation (EAV) was \$324,521,968 and its property tax rate was .928120 per \$100 of EAV. The City collected \$3,011,953 in property taxes. For 2025, Ogle County has estimated the City's EAV at \$354,394,722 which is an increase of nearly \$30 million. The proposed levy calculation options would result in the City collecting \$3,104,199 in property taxes, an increase of 3% (excluding the bond). Based on the estimated EAV, the tax rate would decrease .052204 per \$100 EAV for the 3% option to .875916. The proposed 2025 levy includes funding the Police and Fire Pension Funds as recommended by the pension boards' actuarial studies.

#### **CITY OF ROCHELLE**

#### September 26, 2025

### **REAL ESTATE TAX RATE EXTENSION FOR TAX YEAR 2025**

3% Increase

DESCRIPTION	MAX. RATE ALLOWED	2024 ACTUAL LAST YRS RATE	2024 ACTUAL TAXES LEVIED	OGLE COUNTY EAV ESTIMATED 2025	2025 RATE	EXTENDED 2025 LEVY
			324,521,968			
GENERAL CORPORATE	0.2500	0.063020	204,513.74	354,394,722	0.007336	26,000.00
BOND (AIRPORT)	NO LIMIT	0.017490	56,758.89	354,394,722	0.016999	60,244.00
IMRF	NO LIMIT	0.030810	99,985.22	354,394,722	0.032450	115,000.00
FIRE PROTECTION	0.0750	0.074480	241,703.96	354,394,722	0.075000	265,796.04
FIRE PENSION	NO LIMIT	0.141890	460,464.22	354,394,722	0.135792	481,241.00
POLICE PROTECTION	0.0750	0.074480	241,703.96	354,394,722	0.075000	265,796.04
POLICE PENSION	NO LIMIT	0.288540	936,375.69	354,394,722	0.285626	1,012,243.00
AUDIT	NO LIMIT	0.009550	30,991.85	354,394,722	0.009029	32,000.00
INSURANCE	NO LIMIT	0.118640	385,012.86	354,394,722	0.128388	455,000.00
SOCIAL SECURITY	NO LIMIT	0.089360	289,992.83	354,394,722	0.090295	320,000.00
CROSSING GUARD	0.0200	0.019860	64,450.06	354,394,722	0.020000	70,878.94
STREET LIGHTING	0.0500	0.000000	-	354,394,722	0.000000	-
TOTAL LEVY:	_	0.928120	\$ 3,011,953.28		0.875916 \$	3,104,199.03
FUND	% CHANGE	\$ CHANGE		SS EXCLUSION:	\$	60,244.00
FIRE PENSION FUND	4.51%	\$20,777	_	5 TAXES LEVIED:	\$	3,043,955.03
POLICE PENSION FUND	8.10%	· - /	2024 TAXES LEVI	ED LESS EXCLUSION	: \$	2,955,194.39
GENERAL FUND	-16%	-\$123,901				
OTHER FUNDS	14.39%	\$116,017				
			NE <sup>-</sup>	Γ\$ INCREASE-PREV.	YR	3.00%

CITY OF ROCHELLE			
STATE OF ILLINOIS	)		
COUNTY OF OGLE	) SS )		
	<u>CF</u>	<u>ERTIFICATE</u>	
I, the undersigned, he	ereby certify tha	t I am the duly qualifi	ed and acting City Clerk of the
City of Rochelle, County of	Ogle and State of	of Illinois, and as such	City Clerk, I am the keeper of
the journals, records and file	es of the City of	Rochelle.	
I do hereby certify th	at the attached (	Ordinance 25	_ presented to the City Council
on the 10 <sup>th</sup> day of November	r, 2025 and as si	gned by the Mayor of	the City of Rochelle on the
		_, day of	_, 2025 and attested by the City
Clerk, all as appears from th	e official record	s of the City in my ca	re and custody.
IN WITNESS WHE	REOF, I have he	ereunto affixed my of	ficial signature and the corporate
seal of the City of Rochelle,	Illinois this	day of	, 2025.
		Rose Hueram	
		City Clerk, C	ity of Rochelle

## TAX LEVY ORDINANCE

PREPARED BY AND RETURN TO: Rose Hueramo, CITY CLERK 420 N. 6<sup>TH</sup> ST. ROCHELLE, IL 61068

#### TAX LEVY ORDINANCE CITY OF ROCHELLE, ILLINOIS ORDINANCE NO.

An ordinance levying taxes for all corporate purposes for the City of Rochelle, Ogle County and Lee County, Illinois, for the fiscal year beginning January 1, 2026 and ending December 31, 2026.

BE IT ORDAINED by the Mayor and City Council of the City of Rochelle, Ogle County and Lee County, Illinois:

SECTION 1: That the amount hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes as: General Corporation, Police and Fire Protection, General Insurance, Liability Insurance, Unemployment Insurance, Worker's Compensation, Social Security, Auditing Services, Police and Fire Pension, Illinois Municipal Retirement Fund, Street and Bridge, School Crossing Guard, Street Lighting, General Obligation Bond payments for the City of Rochelle, Ogle County, Illinois for the fiscal year beginning January 1, 2026 and ending December 31, 2026.

SECTION 2: That the amount levied for each object and purpose is placed in a separate column under the hearing "Amount to be Raised by Tax Levy", which appears over same being as follows in Exhibit 1 attached hereto.

SECTION 3: That the City Clerk shall make and file with the County Clerks of said County of Ogle and County of Lee, on or before the last Tuesday of December, a duly certified copy of this ordinance

SECTION 4: That if any section, subdivision or sentence of this ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

law.  ADOPTED 10th day of November, 2025, pursuant to a roll call vote by the City Council of the Council of Rochelle, Ogle County, Illinois.  AYES:	y
of Rochelle, Ogle County, Illinois.	
of Rochelle, Ogle County, Illinois.	
	City
AYES:	
NAYES:	
ABSENT:	
APPROVED this 10th day of November, 2025.	
John Bearrows-Mayor	
ATTEST: (SEAL)	
Rose Hueramo - City Clerk	

CITY OF ROCHELLE						September 26, 2	2025
REAL ESTATE TAX RAT	EEXTENSION	FOR TAX YEAR	R 2025			•	
3% Increase							
		2024	2024	OCLE COUNTY		EVTENDED	
	MAY DATE	ACTUAL	ACTUAL	OGLE COUNTY	2025	EXTENDED	Į
DESCRIPTION	MAX. RATE	LASTYRS	TAXES	EAV	2025	2025	
DESCRIPTION	ALLOWED	RATE	LEVIED	ESTIMATED 2025	RATE	LEVY	
			324,521,968				
GENERAL CORPORATE	0.2500	0.063020	204,513.74	354,394,722	0.007336	26,000	0.00
BOND (AIRPORT)	NO LIMIT	0.017490	56,758.89	354,394,722	0.016999	60,244	1.00
IMRF	NO LIMIT	0.030810	99,985.22	354,394,722	0.032450	115,000	0.00
FIRE PROTECTION	0.0750	0.074480	241,703.96	354,394,722	0.075000	265,796	3.04
FIRE PENSION	NO LIMIT	0.141890	460,464.22	354,394,722	0.135792	481,241	1.00
POLICE PROTECTION	0.0750	0.074480	241,703.96	354,394,722	0.075000	265,796	3.04
POLICE PENSION	NO LIMIT	0.288540	936,375.69	354,394,722	0.285626	1,012,243	3.00
AUDIT	NO LIMIT	0.009550	30,991.85	354,394,722	0.009029	32,000	0.00
INSURANCE	NO LIMIT	0.118640	385,012.86	354,394,722	0.128388	455,000	0.00
SOCIAL SECURITY	NO LIMIT	0.089360	289,992.83	354,394,722	0.090295	320,000	00.0
CROSSING GUARD	0.0200	0.019860	64,450.06	354,394,722	0.020000	70,878	3.94
STREET LIGHTING	0.0500	0.000000	-	354,394,722	0.000000		-
TOTAL LEVY:		0.928120	\$ 3,011,953.28		0.875916	\$ 3,104,199	0.03
FUND	% CHANGE	\$ CHANGE	LES	S EXCLUSION:		\$ 60,244	1.00
FIRE PENSION FUND	4.51%	\$20,777		5 TAXES LEVIED:		\$ 3,043,955	
POLICE PENSION FUND	8.10%	\$75,867	2024 TAXES LEV	IED LESS EXCLUSI	ON:	\$ 2,955,194	
GENERAL FUND	-16%	-\$123,901					
OTHER FUNDS	14.39%	\$116,017					
		7	NET	\$ INCREASE-PREV	. YR	3.0	00%

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

3. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal and Interest on \$2,955,000 Taxable General Obligation Refunding Bonds (TIF Alternate Revenue Source), Series 2013 of the City of Rochelle

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Principal and Interest on

\$2,955,000 Taxable General Obligation Refunding Bonds (TIF Alternate Revenue

Source), Series 2013 of the City of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2010, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance offsite improvements related to the Lighthouse Pointe Subdivision and Route 38 corridor. The City subsequently issued Taxable General Obligation Bonds, Series 2010 (Recovery Zone Economic Development Bonds) for \$2,940,000. In April 2013, due to federal budget cuts which affected the subsidy available through the Recovery Zone Bond program, the Council approved the issuance of General Obligation Refunding Bonds for \$2,955,000, which included interest and bond issuance costs. The annual debt service related to these bonds is being paid through TIF revenues, instead of property taxes, when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Principal and Interest on \$2,955,000 Taxable General Obligation Refunding Bonds (TIF Alternate Revenue Source), Series 2013 of the City of Rochelle

MINUTES of a regular public meeting of the City Council of the City of Rochelle, Ogle County, Illinois, held at the Council Chambers of City Hall, 420 North 6th Street, Rochelle, Illinois, in said City of Rochelle at 6:30 o'clock P.M., on the 27<sup>th</sup> day of October, 2025.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John Bearrows, the Mayor, and the following Members at said location answered present:

The following Members were absent from the meeting:

\* \* \*

The Mayor announced that the next item of business before the City Council was the consideration of an ordinance abating the taxes heretofore levied for the year 2025 to pay debt service on the General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013 of the City.

Whereupon Mayor John Bearrows presented and read by title an ordinance as follows, a copy of which was provided to each member of the City Council prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013 of the City of Rochelle, Ogle County, Illinois.

\* \* \*

WHEREAS, the City Council (the "City Council") of the City of Rochelle, Ogle County, Illinois (the "City"), by ordinance adopted on the 22nd day of April, 2013 (the "Ordinance"), did provide for the issue of not to exceed \$3,125,000 General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013, and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, pursuant to the Ordinance, the City has heretofore issued \$2,955,000 General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013, dated June 6, 2013 (the "Bonds"), and has filed in the offices of the County Clerk of the County of Ogle, Illinois and the County Clerk of the County of Lee, Illinois (the "County Clerks"), a Bond Order for the levy of taxes to pay the Bonds; and

WHEREAS, the City has Pledged Revenues (as defined in the Ordinance) on deposit in the Bond Fund available for the purpose of paying debt service on the Bonds heretofore imposed by the 2025 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the City that the taxes heretofore levied for the year 2025 to pay the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the City Council of the City of Rochelle, Ogle County, Illinois, as follows:

Section 1. Abatement of Taxes. The taxes heretofore levied for the year 2025 in the Ordinance are hereby abated in their entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk of the City Council shall file a certified copy hereof with the County Clerks and it shall be the duty of the County Clerks to abate said taxes levied for the year 2025 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED this 27th day of October, 2025 l	by a roll call vote as follows:
AYES:	
NAYS:	
ABSENT:	
APPROVED this 27th day of October, 2025.	
A TOTAL CITA	Mayor
ATTEST:	
City Clerk	

	Member	moved and Member	seconded the motion
that sa	aid ordinance	as presented and read by title be adopted.	
	After a full	discussion thereof, the Mayor directed that the	he roll be called for a vote upon
the m	otion to adopt	t said ordinance.	
	Upon the ro	oll being called, the following Members voted	
	AYE:		
	NAY:		
	Whereupon	the Mayor declared the motion carried and sa	aid ordinance adopted, approved
and si	gned the same	e in open meeting and directed the City Clerk	to record the same in the records
of the	City Council	of the City of Rochelle, Ogle County, Illinois,	, which was done.
	Other busin	ness not pertinent to the adoption of said ordin	nance was duly transacted at the
meeti	ng.		
	Upon motio	on duly made, seconded and carried, the meetir	ng was adjourned.
		City Clerk	

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of October, 2025, insofar as same relates to the adoption of a ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013 of the City of Rochelle, Ogle County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of October, 2025.

City Clerk

STATE OF ILLINOIS )
COUNTY OF OGLE ) SS
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of the County of Ogle, Illinois, and as such official I do further certify that on theday of
, 2025, there was filed in my office a duly certified copy of an ordinance entitled:
ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013 of the City of Rochelle, Ogle County, Illinois.
duly adopted by the City Council of the City of Rochelle, Illinois, on the 27th day of
October, 2025, and that the same has been deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source),
Series 2013 as described in said ordinance will be abated in their entirety as provided in said
ordinance.
In Witness Whereto, I hereunto affix my official signature and the seal of said County, this
day of, 2025.
County Clerk of Ogle County, Illinois
(SEAL)

STATE OF ILLINOIS )
COUNTY OF LEE )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of the County of Lee, Illinois, and as such official I do further certify that on theday of
, 2025, there was filed in my office a duly certified copy of an ordinance entitled:
ORDINANCE abating the taxes heretofore levied for the year 2025 to pay debt service on General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source), Series 2013 of the City of Rochelle, Ogle County, Illinois.
duly adopted by the City Council of the City of Rochelle, Illinois, on the 27th day of
October, 2025, and that the same has been deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
General Obligation Refunding Bonds (Tax Increment Financing Alternate Revenue Source),
Series 2013 as described in said ordinance will be abated in their entirety as provided in said
ordinance.
In Witness Whereto, I hereunto affix my official signature and the seal of said County, this
day of, 2025.
County Clerk of Lee County, Illinois
(SEAL)

4. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 of the City of Rochelle

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on

\$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 of the City

of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2018, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance infrastructure improvements. The City subsequently issued General Obligation Bonds (Alternate Revenue Source), Series 2018 in the amount of \$4,500,000. The annual debt service related to these bonds is being paid through the Capital Improvement Fund from a transfer from the Non-Home Rule Sales Tax Fund, instead of property taxes, when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 of the City of Rochelle

### ORDINANCE NO.

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$4,500,000 General ObligationBonds (Alternate Revenue Source), Series 2018, of the City of Rochelle, Ogle and Lee Counties, Illinois.

WHEREAS the City Council (the "Council") of the City of Rochelle, Ogle and Lee Counties, Illinois (the "City"), by Ordinance No.\_\_\_\_\_\_, adopted on the 22nd day of October, 2018 (the "Ordinance"), did provide for the issue of \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including January 1, 2026; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

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

Section 1. Abatement of Tax. The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of The Counties of Ogle and Lee, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2025 in accordance with the provisions hereof.

upon its adoption.

Adopted on October 27, 2025.

AYES:

NAYS:

ABSENT:

Approved October 27, 2025.

Mayor

Recorded in the City Records on \_\_\_\_\_\_\_\_, 2025.

ATTEST:

City Clerk

Section 3.

Effective Date. This Ordinance shall be in full force and effect forthwith

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official, I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of October 2025, insofar as same relates to the adoption of a ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2025 to pay the principal of and interest on \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018, of the City of Rochelle, Ogle and Lee Counties, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of October 2025.

City Clerk		

STATE OF ILLINOIS )
) SS County of Ogle )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Ogle, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$4,500,000 General ObligationBonds (Alternate Revenue Source), Series 2018, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"), on the 27th day of October, 2025 and that the same hasbeen
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2018, as
described in the Ordinance will be abated in their entirety as provided in the Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk [SEAL]

STATE OF ILLINOIS	)
COUNTY OF LEE	) SS )
	FILING CERTIFICATE
I, the undersign	ed, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Lee,	Illinois, and as such official I do further certify that on the day of
	5, there was filed in my office a duly certified copy of Ordinance
Noentitle	ed:
the princ (Alterna	NCE abating the tax hereto levied for the year 2025 to pay cipal of and interest on \$4,500,000 General ObligationBonds at Revenue Source), Series 2018, of the City of Rochelle, d Lee Counties, Illinois.
(the "Ordinance") du	ly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the	"City"), on the 27th day of October, 2025, and that the same has been
deposited in the officia	I files and records of my office.
I do further cer	tify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$4,500,000	General Obligation Bonds (Alternate Revenue Source), Series 2018, as
described in the Ordina	ance will be abated in their entirety as provided in the Ordinance.
In Witness Wi	HEREOF I hereunto affix my official signature and the seal of said County
thisday of	, 2025.
[SEAL]	County Clerk

5. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$7,775,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2021 of the City of Rochelle

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on

\$7,775,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series

2021 of the City of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2021, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance electric infrastructure improvements. The City subsequently issued General Obligation Bonds (Electric Alternate Revenue Source), Series 2021 in the amount of \$7,7750,000. The annual debt service related to these bonds is being paid through the Electric Fund instead of property taxes when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$7,775,000 General Obligation Bonds (Electric Alternate Revenue Source), Series 2021 of the City of Rochelle

### ORDINANCE NO.

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$7,775,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2021, of the City of Rochelle, Ogle and Lee Counties, Illinois.

WHEREAS the City Council (the "Council") of the City of Rochelle, Ogle and Lee Counties, Illinois (the "City"), by Ordinance No.\_\_\_\_\_\_, adopted on the 13th day of September, 2021 (the "Ordinance"), did provide for the issue of \$7,775,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2021 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including January 1, 2026; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

Now Therefore Be IT Ordained by the City Council of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of The Counties of Ogle and Lee, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2025 in accordance with the provisions hereof.

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Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted on October 27, 2025.

AYES:

NAYS:

ABSENT:

Approved October 27, 2025.

Mayor

Recorded in the City Records on \_\_\_\_\_\_\_\_\_, 2025.

ATTEST:

City Clerk

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of October 2025, insofar as same relates to the adoption of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$7,775,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2021, of the City of Rochelle, Ogle and Lee Counties, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of October 2025.

City Clerk		

STATE OF ILLINOIS )
) SS County of Ogle )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Ogle, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$7,775,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2021, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"), on the 27th day of October, 2025 and that the same has been
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$7,775,000 General Obligation Bonds (Electric System Alternate Revenue Source)
Series 2021, as described in the Ordinance will be abated in their entirety as provided in the
Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk
[SEAL]

STATE OF ILLINOIS )	
COUNTY OF LEE )	
	FILING CERTIFICATE
I, the undersigned, do he	ereby certify that I am the duly qualified and acting County Clerk
of The County of Lee, Illinois,	and as such official I do further certify that on the day of
, 2025, there	was filed in my office a duly certified copy of Ordinance
Noentitled:	
the principal of a (Electric System	ring the tax hereto levied for the year 2025 to pay and interest on \$7,775,000 General ObligationBonds Alternate Revenue Source), Series 2021, of the Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopte	ed by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"),	on the 27th day of October, 2025, and that the same has been
deposited in the official files and	d records of my office.
I do further certify that	the taxes heretofore levied for the year 2025 for the payment of
the City's \$7,775,000 General	Obligation Bonds (Electric System Alternate Revenue Source),
Series 2021, as described in the	ne Ordinance will be abated in their entirety as provided in the
Ordinance.	
IN WITNESS WHEREOF I	hereunto affix my official signature and the seal of said County
thisday of	, 2025.
	County Clerk
[SEAL]	

6. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$8,895,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2022 of the City of Rochelle

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on

\$8,895,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series

2022 of the City of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2022, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance electric infrastructure improvements. The City subsequently issued General Obligation Bonds (Electric Alternate Revenue Source), Series 2022 in the amount of \$8,895,000. The annual debt service related to these bonds is being paid through the Electric Fund instead of property taxes when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$8,895,000 General Obligation Bonds (Electric Alternate Revenue Source), Series 2022 of the City of Rochelle

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### ORDINANCE NO.

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$8,895,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2022, of the City of Rochelle, Ogle and Lee Counties, Illinois.

WHEREAS the City Council (the "Council") of the City of Rochelle, Ogle and Lee Counties, Illinois (the "City"), by Ordinance No.\_\_\_\_\_\_, adopted on the 13th day of September, 2021 (the "Ordinance"), did provide for the issue of \$8,895,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2022 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including January 1, 2026; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

Now Therefore Be It Ordained by the City Council of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of The Counties of Ogle and Lee, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2025 in accordance with the provisions hereof.

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Section 3. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted on October 27, 2025.

AYES:

NAYS:

ABSENT:

Approved October 27, 2025.

Mayor

Recorded in the City Records on \_\_\_\_\_\_\_\_, 2025.

ATTEST:

City Clerk

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of October 2025, insofar as same relates to the adoption of a ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$8,895,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2022, of the City of Rochelle, Ogle and Lee Counties, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of October 2025.

City Clerk		

STATE OF ILLINOIS )
) SS County of Ogle )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Ogle, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$8,895,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2022, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"), on the 27th day of October, 2025 and that the same hasbeen
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$8,895,000 General Obligation Bonds (Electric System Alternate Revenue Source),
Series 2022, as described in the Ordinance will be abated in their entirety as provided in the
Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk
[SEAL]

STATE OF ILLINOIS )	
COUNTY OF LEE )	SS
	FILING CERTIFICATE
I, the undersigned	l, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Lee, Il	llinois, and as such official I do further certify that on the day of
	there was filed in my office a duly certified copy of Ordinance
No. entitled	
the princip (Electric S	The abating the tax hereto levied for the year 2025 to pay the pal of and interest on \$8,895,000 General ObligationBonds System Alternate Revenue Source), Series 2022, of the pachelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly	adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "	City"), on the 27th day of October, 2025, and that the same hasbeen
deposited in the official f	iles and records of my office.
I do further certif	y that the taxes heretofore levied for the year 2025 for the payment of
the City's \$8,895,000 G	eneral Obligation Bonds (Electric System Alternate Revenue Source),
Series 2022, as describe	d in the Ordinance will be abated in their entirety as provided in the
Ordinance.	
In Witness Whe	REOF I hereunto affix my official signature and the seal of said County
thisday of	, 2025.
	County Clerk
[SEAL]	

7. Ordinance Abating the Taxes Levied for 2025 to Pay the Debt Service on General Obligation Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Debt Service on General

Obligation Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2023, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance improvements in the Downtown and Southern Gateway TIF. The City subsequently issued General Obligation Bonds (Alternate Revenue Source), Series 2023A in the amount of \$2,500,000. The annual debt service related to these bonds is being paid through the Downtown and Southern Gateway TIF Fund instead of property taxes when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

T GETTER SOUTH COST		
Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Debt Service on \$2,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2023A of the City of Rochelle

### ORDINANCE NO.

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$2,500,00 General ObligationBonds (Alternate Revenue Source), Series 2023A, of the City of Rochelle, Ogle and Lee Counties, Illinois.

WHEREAS the City Council (the "Council") of the City of Rochelle, Ogle and Lee Counties, Illinois (the "City"), by Ordinance No.\_\_\_\_\_\_\_, adopted on the 27th day of November, 2023 (the "Ordinance"), did provide for the issue of \$2,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2023A (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including January 1, 2026; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

Now Therefore Be It Ordained by the City Council of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of The Counties of Ogle and Lee, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2025 in accordance with the provisions hereof.

S	ection 3.	Effective Date.	This Ordi	nance shall	be in ful	1 force an	d effect	forthwith
upon its a	adoption.							
Adopted o	n October	27, 2025.						
AYES:								
NAYS:								
ABSENT:	_							
Approved	October 2	7, 2025.						
						Mayo	r	
Recorded	in the City	Records on		, 2025.				
ATTEST:								
City Cle	-rk							
City Cit	VI 11							

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official, I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27<sup>th</sup> day of October 2025, insofar as same relates to the adoption of an ordinance entitled:

ORDINANCE abating the taxes heretofore levied for the year 2025 to pay the principal of and interest on \$2,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2023A, of the City of Rochelle, Ogle and Lee Counties, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27<sup>th</sup> day of October 2025.

City Clerk

STATE OF ILLINOIS )
) SS COUNTY OF OGLE )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Ogle, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$2,500,000 General ObligationBonds (Alternate Revenue Source), Series 2023A, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"), on the 27th day of October, 2025 and that the same has been
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$2,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2023A, as
described in the Ordinance will be abated in their entirety as provided in the Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk

STATE OF ILLINOIS )
) SS County of Lee )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Lee, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$2,500,000 General ObligationBonds (Alternate Revenue Source), Series 2023A, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (the "City"), on the 27th day of October, 2025, and that the same has been
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$2,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2023A, as
described in the Ordinance will be abated in their entirety as provided in the Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk
[SEAL]

8. Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,795,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2023 of the City of Rochelle

**SUBJECT:** Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on

\$4,795,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series

2023 of the City of Rochelle

**Staff Contact:** Jeff Fiegenschuh, City Manager

**Summary:** In 2023, the Mayor and Council approved an ordinance providing for the issuance of bonds to finance electric infrastructure improvements. The City subsequently issued General Obligation Bonds (Electric Alternate Revenue Source), Series 2023 in the amount of \$4,795,000. The annual debt service related to these bonds is being paid through the Electric Fund instead of property taxes when sufficient funds are available. To abate the property taxes, the proposed ordinance must be approved annually and forwarded to Lee County and Ogle County.

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:

**Strategic Plan Goal Application:** Maintain Fiscal Stability & Balanced Budget – Short Term Routine

**Recommendation:** Approve an Ordinance Abating the Taxes Levied for 2025 to Pay the Principal of and Interest on \$4,795,000 General Obligation Bonds (Electric Alternate Revenue Source), Series 2023 of the City of Rochelle

### ORDINANCE NO.

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$4,795,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2023, of the City of Rochelle, Ogle and Lee Counties, Illinois.

WHEREAS the City Council (the "Council") of the City of Rochelle, Ogle and Lee Counties, Illinois (the "City"), by Ordinance No.\_\_\_\_\_\_, adopted on the 24th day of April, 2023 (the "Ordinance"), did provide for the issue of \$4,795,000 General Obligation Bonds (Electric System Alternate Revenue Source), Series 2023 (the "Bonds"), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including January 1, 2026; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

Now Therefore Be It Ordained by the City Council of the City of Rochelle, Ogle and Lee Counties, Illinois, as follows:

Section 1. Abatement of Tax. The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerks of The Counties of Ogle and Lee, Illinois, and it shall be the duty of said County Clerks to abate said tax levied for the year 2025 in accordance with the provisions hereof.

STATE OF ILLINOIS	)
	) SS
COUNTY OF OGLE	)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Rochelle, Ogle County, Illinois (the "City"), and as such official, I am the keeper of the records and files of the City and the City Council.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the City Council held on the 27th day of October 2025, insofar as same relates to the adoption of an ordinance entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$4,795,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2023, of the City of Rochelle, Ogle and Lee Counties, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting suchnotice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the City Council at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and that the City Council has complied with all of the provisions of said Act and with all of the procedural rules of the City Council in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 27th day of October 2025.

City Clerk		

STATE OF ILLINOIS )
) SS County of Ogle )
FILING CERTIFICATE
I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk
of The County of Ogle, Illinois, and as such official I do further certify that on the day of
, 2025, there was filed in my office a duly certified copy of Ordinance
Noentitled:
ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$4,795,000 General ObligationBonds (Electric System Alternate Revenue Source), Series 2023, of the City of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance") duly adopted by the City Council of the City of Rochelle, Ogle and Lea
Counties, Illinois (the "City"), on the 27th day of October, 2025 and that the same has been
deposited in the official files and records of my office.
I do further certify that the taxes heretofore levied for the year 2025 for the payment o
the City's \$4,795,000 General Obligation Bonds (Electric System Alternate Revenue Source)
Series 2023, as described in the Ordinance will be abated in their entirety as provided in the
Ordinance.
IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County
thisday of, 2025.
County Clerk
[SEAL]

STATE OF ILLINOIS	)
COUNTY OF LEE	) SS )
	FILING CERTIFICATE
I, the unders	signed, do hereby certify that I am the duly qualified and acting County Clerk
of The County of I	Lee, Illinois, and as such official I do further certify that on the day of
,	2025, there was filed in my office a duly certified copy of Ordinance
Noen	titled:
the p (Elec	MINANCE abating the tax hereto levied for the year 2025 to pay principal of and interest on \$4,795,000 General ObligationBonds etric System Alternate Revenue Source), Series 2023, of the of Rochelle, Ogle and Lee Counties, Illinois.
(the "Ordinance")	duly adopted by the City Council of the City of Rochelle, Ogle and Lee
Counties, Illinois (	the "City"), on the 27th day of October, 2025, and that the same has been
deposited in the off	icial files and records of my office.
I do further	certify that the taxes heretofore levied for the year 2025 for the payment of
the City's \$4,795,0	000 General Obligation Bonds (Electric System Alternate Revenue Source),
Series 2023, as des	scribed in the Ordinance will be abated in their entirety as provided in the
Ordinance.	
In Witness	WHEREOF I hereunto affix my official signature and the seal of said County
thisday of	, 2025.
	County Clerk
[SEAL]	

### File Attachments for Item:

9. A Resolution Approving the Purchase of 313 W  $5^{th}$  Avenue

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A Resolution Approving the Purchase of 313 W 5<sup>th</sup> Avenue

**Staff Contact:** Michelle Pease, Community Development Director

**Summary:** The City of Rochelle desires to purchase property located at 313 W 5<sup>th</sup> Avenue and a

vacant lot (PINs 24-24-337-007 and 24-24-337-008) in Downtown Rochelle for the

purpose of improving and fostering development.

The purchase price is \$110,000.00 for both parcels.

Currently, the City owns the property to the west of these lots.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Downtown & Southern Gateway TIF	\$2,482,006	\$110,000

<u>Strategic Plan Goal Application:</u> This project continues to support the City's Strategic Plan goals by improving and developing our Downtown.

**Recommendation:** Approve a Resolution Authorizing the City Manager to execute the necessary documents to purchase the property located at 313 W 5th Avenue and the adjacent vacant lot (PINs 24-24-337-007 and 24-24-337-008) in the amount of \$110,000.00.

### **PURCHASE AND SALE AGREEMENT**

This Purchase and Sale Agreement (the "Agreement") is entered into between the City of Rochelle, an Illinois municipality, of 420 N. 6th Street, Rochelle, Illinois, 61068 (the "Purchaser"), and Donald C. Burke Jr. and Joseph Burke, Illinois residents with their principal mailing address at 604 Lincoln Highway, Rochelle, Illinois, 61068 (the "Sellers").

#### RECITALS:

- A. Purchaser is a non-home rule political subdivision of the State of Illinois pursuant to Section 7 of Article VII of the 1970 Constitution of the State of Illinois.
- B. Seller believes that the purchase price for the Subject Property which is specified in this Agreement is equal to the fair market value of the Subject Property.

In consideration of and in reliance upon the mutual covenants and agreements set forth below, the parties to this Agreement agree as follows:

- 1. <u>Agreement</u>. Seller agrees to sell and, subject to the terms, conditions and contingencies set forth herein, Purchaser agrees to purchase the Subject Property defined below, and the parties agree that an appraisal and survey is not required.
- 2. <u>Subject Property</u>. The property that is the subject of this Agreement (the "Subject Property") is located at 313 W. 5<sup>th</sup> Avenue, Rochelle, Illinois 61068, with PINs 24-24-337-007 and 34-34-337-008, and is depicted in Exhibit 1 and legally described in Exhibit 2, which exhibits are attached hereto, incorporated herein, and made a part of this Agreement.
- 3. <u>Purchase Price</u>. The purchase price for the Subject Property (the "Purchase Price") shall be **One Hundred and Ten Thousand Dollars (\$110,000.00)** and shall be paid at the time of Closing by wire-transfer to the title company serving as the closing agent.
  - 4. Closing.
  - a. Time is of the essence as to all dates in this Agreement and the Performance of all obligations under this Agreement.
  - b. The closing of the transaction contemplated in this Agreement (the "Closing") at the offices of Kenzley Title Company, \_\_\_\_\_\_, Illinois, shall be accomplished through a customary "New York Style" closing escrow, provided that, at Purchaser's sole discretion, Purchaser has completed its Due Diligence and Examination or has waived the right to do so.
  - c. At the Closing, Seller and Purchaser shall execute and deliver to each other and the title insurer such items as may be reasonably requested by the other or the title insurer to consummate the Closing, including but not limited to the execution of all necessary forms from the title insurer to effectuate Closing. Seller shall also deliver to Purchase at Closing an Affidavit of Title in customary form. Seller shall deliver to the Escrow Agent the following:
    - i. A duly executed and acknowledged original Warranty Deed conveying title to the Subject Property free and clear of all mortgages and liens and;
    - ii. Evidence reasonably satisfactory to the Escrow Agent respecting the due organization of Seller and the due authorization and execution by Seller of this Agreement and the documents required to be delivered hereunder by Seller;

- iii. A closing statement (the "Closing Statement") reflecting the Purchase Price, and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby;
- iv. Such transfer tax forms and stamps, as may be required by state and local authorities, in this transaction; and
- v. Such additional documents as may be reasonably required by Purchaser and the Escrow Agent in order to consummate the transactions hereunder.
- d. Closing Costs. All state, county, and municipal transfer and conveyance taxes and/or documentary stamps and special real estate taxes and assessments shall be paid for by the Purchaser or shall be exempt because of Seller's and/or Purchaser's status as governmental entity respectively. The cost of recording the documents called for herein shall be paid for by Purchaser. The cost of the escrow shall be paid by the Purchaser. Costs for the issuance of the title policy insuring the Subject Property in the amount of the Purchase Price shall be paid for by the Seller. Costs for updating same and to insure the gap shall be paid for by Seller. Costs of extended coverage and endorsements beyond the standard title commitment shall be paid for by Purchaser.
- 5. <u>Possession</u>. Seller shall provide Purchaser with possession of the Subject Property immediately following the closing. Purchaser may at its sole cost and expense have the Subject Property evaluated for any anticipated construction, provided that neither Purchaser nor any agent of Purchaser unreasonably interferes with Seller or any parties use of any part of the Subject Property.
- 6. <u>Conveyance</u>. At the time of Closing, Seller shall transfer to Purchaser all of Seller's right, title, and interest in and to all of the Subject Property, including all improvements, appurtenances, hereditaments, mineral right and other rights that pertain to the Subject Property, by delivering to Purchaser at Closing a fully executed, recordable, stamped Warranty Deed in form and substance satisfactory to counsel for Purchaser, subject only to the Permitted Exceptions and Deed Restrictions defined below.
  - 7. Title and Examination Period.
  - a. <u>Title</u>. Within twenty (20) days from the execution of this Agreement, the Parties, with the usual and customary apportionment of the title policy expenses, Purchaser shall order a current title commitment ("Title Report") from Professional National Title Network Title Insurance Company for the latest ALTA Form Owner's Title Insurance Policy for the Subject Property in the amount of the Purchase Price (the "Title Commitment") and with extended coverage if Purchaser desires, together with copies of all documents referred to therein (the "Title Documents"). The Title Report shall be reviewed by Purchaser during the Examination Period.
  - b. Examination Period. Purchaser shall have ten (10) days after Purchaser's receipt of the Title Report and Survey and Title Documents in which to review same together and in conjunction with one another (the "Examination Period"). In the event any item on the Title Commitment is unsatisfactory to Purchaser for any reason, Purchaser shall have until the end of the Examination Period, the 10<sup>th</sup> day of the Examination Period, to deliver to Seller, in writing, such objections as Purchaser may have to anything contained or set forth therein, including, without limitation, Purchaser's inability to obtain zoning, access, and contiguity title endorsements from the title company on terms acceptable to Purchaser, which endorsements Purchaser may elect to obtain at Purchaser's expense as a condition precedent to Purchaser's obligation to close. Any items shown on Title Commitment and Title Documents reviewed by Purchaser to

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which Purchaser does not object on or before the end of the Examination Period shall be deemed to be approved by Purchaser and shall be "Permitted Exceptions" (herein so called) for purposes of this Agreement. Seller shall use reasonable efforts to remedy or cure Purchaser's objections during the ten (10) day period following Seller's receipt thereof (the "Cure Period"). In the event Seller does not cure such objections prior to the expiration of the Cure Period, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after the expiration of the Cure Period. In the event of such a termination by Purchaser, this Agreement shall be without any further force or effect. In the event Purchaser does not exercise its right of termination and this transaction closes, Purchaser agrees to accept the Subject Property in "AS IS" condition. Notwithstanding the foregoing, neither (i) the standard preprinted exceptions set forth in the Title Commitment, and (ii) any matters reflected on Schedule B of the Title Commitment as liens, mortgages, or assignment of rents, and items which are designated by the Title Company as matters which will be satisfied prior to or simultaneously with the Closing, shall constitute Permitted Exceptions.

- c. <u>Title Policy</u>. This Agreement is contingent upon Parties obtaining at the Closing, the Parties, with the usual and customary apportionment of the title policy expenses, an Owner's Title Policy without Purchaser being required to pay any rates, execute or fund any indemnities or to obtain any special endorsements other than those endorsements specified in paragraph 7.a and any other endorsements requested by Purchaser (the "Title Policy"). The Title Policy shall include a standard form extended coverage endorsement over all general exceptions on terms acceptable to Purchaser.
- d. <u>Title Charges</u>. Notwithstanding anything herein to the contrary, Seller shall only be responsible for paying the Owners Title Policy premium, the title company's search and examination fee, Seller's closing protection letter, one-half of the title company's closing fee if Purchaser has no mortgage financing of the Subject Property (or none of the title company's closing fee if mortgage financing is involved), and the Illinois policy registration fee.
- e <u>Seller Not to Provide a Survey</u>. The Purchaser will obtain a survey at its expense, the Seller will not be responsible for providing a survey of the Subject Property unless Seller has a prior survey, in which case Seller will provide a copy to Purchaser within ten (10) days from the execution of this Agreement.
- 8. Due Diligence.
- a. <u>Duration</u>. The period commencing with the date upon which this Agreement has been executed by both Seller and Purchaser (the "Execution Date") and extending for ten (10) business days is the "Due Diligence Period," which runs contemporaneously with the Examination Period. However, Purchaser may waive its rights under this section by notice to Seller or its attorney prior to the expiration of the Due Diligence Period.
- b. <a href="Purchaser's Rights and Obligations">Purchaser's Rights and Obligations</a>. During the Due Diligence Period, Purchaser shall have the right, at Purchaser's sole cost and expense, to examine any and all matters in connection with the Subject Property, including, without limitation, the physical and environmental condition of the Property (including but not limited to Phase I and, if warranted in Purchaser's sole discretion, Phase II environmental studies and reports). The matters set forth in the preceding sentence are hereinafter collectively referred to as the "Purchaser's Examinations." Seller agrees to reasonably cooperate with Purchaser during this process, including without limitation, executing any reasonably necessary documents related thereto, including without limitation the requisite Seller

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Questionnaire in connection with a Phase I environmental site assessment if Purchaser requests. Seller further agrees to deliver to Purchaser the existing Phase I environmental report previously obtained by Seller for the Subject Property. If Purchaser determines, in Purchaser's sole and absolute discretion, that any of Purchaser's Examinations are not, for any reason, satisfactory to Purchaser or are not conducive to Purchaser's plans or tentative plans for the use and/or development of the Subject Property, the Purchaser shall have until the end of the Due Diligence period, the 10th day of the Due Diligence Period, to notify Seller in writing of Purchaser's termination of this Agreement. In the event of such a termination by Purchaser on or prior to the end of the Due Diligence period, this Agreement shall thereafter be without any further force or effect. Purchaser shall not provide Seller or any agent or representative of Seller with copies of or information relating to any reports or documents generated by Purchaser's investigations or inspections of the Subject Property conducted during Purchaser's Due Diligence Period. In the event Purchaser does not exercise its right of termination and this transaction closes, Purchaser agrees to accept the Subject Property in "AS IS" condition.

- Inspection License. In connection with Purchaser's Examinations and Approvals, C. Purchaser, and such agents as Purchaser, in its sole and absolute discretion, may designate, are hereby granted the right, license, and privilege, during the Due Diligence Period, to enter upon the Subject Property at such reasonable times as Purchaser desires, for the purpose of performing Purchaser's Examinations and Approvals, provided, however, that prior to Purchaser or any contractors or agents employed by Purchaser entering upon the Property, Purchaser shall provide reasonable notice to Seller along with an identification of the parties that will be entering the Property. Seller shall not unreasonably withhold access to the Property during the Due Diligence Period from the Purchaser or any contractors or agents employed by Purchaser. Purchaser shall indemnify Seller against any liens for such work performed by Purchaser or its contractors or other agents.. Purchaser shall hold Seller harmless and indemnify Seller (including payment of attorneys' fees), its agents and employees for any injury to person or property to the extent arising out of the negligent acts or omissions of Purchaser, contractors, or its agents, while conducting any test or inspection of the Subject Property.
- 9. <u>Real Estate Taxes</u>. Seller will prorate any taxes at 105% of the prior year's tax bill, unless this property is exempted from any property tax liability.
- 10. <u>Seller's Representations</u>. Seller hereby covenants, represents and warrants to Purchaser as follows:
  - a. Seller is the sole owner of the Subject Property and has the full authority and legal right to make, deliver and perform this Agreement, and has taken all necessary actions and obtained all required consents and approvals to authorize the execution, delivery and performance of this Agreement.
  - b. To the best of Seller's knowledge, the execution, delivery and performance of this Agreement is not prohibited by any requirement of law or under any contractual obligation of Seller, will not result in a breach or default under any agreement to which Seller is a part or is bound, and will not violate any restriction, court order or agreement to which Seller is subject.
  - c. Seller has received no written notice of any pending or threatened litigation or proceedings (including eminent domain or similar proceedings), with respect to the

use, condition, or operation of the Subject Property, and has not received any notice respecting any proposed change to the Subject Property's zoning or land use planning classification.

- d. Seller has no knowledge of and has received no written notice of any violations of laws or claims with respect to any environmental condition of the Subject Property which have not been heretofore fully disclosed to Purchaser in writing or cured.
- e. Seller has no knowledge of the past or present presence in, on or under the Subject Property of any material or substance defined as a "hazardous waste" under the federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as a "hazardous substance" under the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), or asbestos, or any underground storage tanks.
- f. During the period from the Execution Date to and including the Closing Date, Seller shall not, without the prior consent of Purchaser in each instance, (i) transfer or alienate any interest in the Subject Property, (ii) enter into any lease, easement, contract, concession agreement, license agreement or other agreement (whether oral or written) relating to the Subject Property, (iii) modify any of the Leases or agreements, or (iv) otherwise encumber or pledge the Subject Property.
- g. Seller has received no written notice of any pending, threatened, or contemplated special assessments, special taxing districts, special service areas, or other special taxes which would affect the Subject Property, including, without limitation, any pending, threatened or contemplated increases of any currently existing special assessments or special taxes.
- h. Seller is transferring the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.
- 11. <u>Purchaser's Representations</u>. Purchaser hereby covenants, represents, and warrants to Purchaser as follows:
  - a. That Purchaser has full power and authority to purchase the Subject Property and conduct its business in accordance with the terms of this Agreement, is a duly created, organized and validly existing legal entity, and has obtained all approvals necessary and required by the Purchaser's governing bodies.
  - b. Purchase agrees to accept the Property in "as is" condition, subject to the Seller's representations and warranties under this Agreement.
  - c. Purchaser has full power and authority to enter into this Agreement and Purchaser shall execute and deliver or caused to be executed and delivered all other documents and instruments reasonably required to carry out the terms hereof or otherwise effectuate the Closing.
  - d. This Agreement has been duly authorized by Purchaser and is binding on Purchaser and enforceable against Purchaser in accordance with its terms. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will (a) result in a breach of or a default under any agreement to which Purchaser is a party or by which Purchaser is bound, or (b) violate any restriction, court order or agreement to which Purchaser is subject.

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- 11. Representations by Both Parties. The representations and warranties set forth in paragraphs 10 and 11 shall be true and correct at the time of Closing as well as on the Execution Date. Each party shall promptly notify the other party in writing in the event either party has actual knowledge that any covenant, representation or warranty of the other party set forth above is not true and correct. In the event of a breach of a Representation or Covenant, the non-defaulting party shall indemnify and hold the other harmless from and against any and all loss, cost or expense, including legal fees resulting from its breach. The terms and conditions of this paragraph shall expressly survive the Closing and not merge with the provisions of any closing documents. The truth, in all material respects, of the representations and warranties of Seller set forth in this Agreement on the Effective Date shall be reaffirmed, as of the Closing Date, as though made on and as of the Closing Date.
- 13. <u>Conditions Precedent to Closing.</u> Notwithstanding anything herein to the contrary contained in this Agreement, Purchaser shall not be obligated to close hereunder unless:
  - a. Seller, shall provide Purchaser or its designee the Title Policy consistent with the Title Commitment required under the terms of this Agreement from the Title Company on the Closing Date;
  - b. There is no material change in the condition of the Subject Property, including any dumping of refuse or environmental contamination after the inspection of the Subject Property by Purchaser during the Due Diligence Period;
  - c. There exists no material breach of any of Seller's covenants, representations, warranties or obligations contained herein;
  - d. The other material conditions to Purchaser's obligation to proceed to Closing expressly set forth herein shall be and remain satisfied.

In the event that any one or more of the foregoing contingencies shall not be satisfied or met by the Closing Date, Purchaser, at its option, may waive the satisfaction thereof or terminate this Agreement without liability to Seller.

### 14. Remedies.

- a. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within fourteen (14) days after Purchaser's receipt of written notice thereof (other than Purchaser's failure to tender the Purchase Price on the date of Closing, a default for which no notice is required), then Seller may terminate this Agreement. The remedy set forth is this subparagraph a. shall be the sole and exclusive remedy of Seller in the event Purchaser shall be in default hereunder.
- b. In the event Seller fails to comply with any or all of the obligations, covenants, warranties or agreements to be performed, honored or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within fourteen (14) days after Seller's receipt of written notice thereof, then purchaser may: (i) terminate this Agreement and both parties shall be released from any further liability hereunder, or (ii) bring an action for specified performance against Seller to enforce the terms of this Agreement. The remedies set forth in this subparagraph b. shall be the sole and exclusive remedies of Purchaser in the event Seller shall be in default hereunder.

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- c. The failure of either party to act upon a default of the other in any of the terms, conditions or obligations under this Agreement shall not be deemed a waiver of any subsequent breach or default under the terms, conditions or obligations hereof by such defaulting party.
- 15. <u>Notices</u>. Any notice required or desired to be given under this Agreement shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery which provides proof of delivery, or (iv) given by electronic transmittal to an email, provided any such electronic transmittal transmission confirmed by next business day overnight deliver or messenger delivery. Any notice shall be addressed to the party to receive such notice at the following address or at such other address as the party may from time to time direct in writing or give by electronic transmittal at the electronic transmittal email addresses listed below:

Purchaser: Jeff Fiegenschuh, City Manager

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

jfiegenschuh@rochelleil.us

With copy to: Dominick Lanzito

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

2441 Warrenville Road, Suite 310

Lisle, Illinois 60532 dlanzito@ottosenlaw.com

Seller: Donald C Burke Jr. and Joseph Burke

604 Lincoln Highway Rochelle, IL 61068 dburke1963@outlook.com

With copy to: Attorney

Service of any such notice or other communications shall be deemed effective on the day of actual delivery (whether accepted or refused), provided that if any notice or other communication to be delivered by email as provided above cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice or other communication shall be extended through the next business day, as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or communication so made shall be deemed effective on the first business day after the day of actual delivery. Except as expressly provided above with respect to certain email, no communications via electronic mail shall be effective to give notice.

- 16. <u>Non-Foreign Affidavit</u>. Seller is not a foreign entity and withholding of federal income tax from the amount realized will not be made by Purchaser. At Closing, Seller shall deliver to Purchaser a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations.
- 17. <u>No Broker</u>. Each of Seller and Purchaser represents that neither has retained any broker with respect to this transaction.
  - 18. Miscellaneous Provisions.
  - a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective successors and assigns.

- b. <u>Entire Agreement</u>. All understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. Neither party is relying upon any statement or representation not embodied in this Agreement, made by the other. This Agreement may not be changed except by an instrument in writing signed by both parties.
- c. <u>Attorneys' Fees</u>. If either party obtains a judgment against the other party by reason of a breach of this Agreement, a reasonable attorneys' fee as fixed by the court shall be included in such judgment.
- d. <u>Costs</u>. Purchaser shall bear the fees and costs of its Due Diligence, recording the warranty deed, and its own attorney fees. Seller shall be responsible for paying the title commitment, lien release fees associated with the title report, and its own attorney's fees. The Parties shall pay the closing costs in accordance with paragraph 4(d) above.
- e. <u>Assignment</u>. Purchaser shall not assign its right, title, interest, or obligations under this Agreement without Seller's prior written consent.
- f. <u>Severability</u>. If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive closing, then and in any such event, it is the express intention of Seller and Purchaser that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 19. Execution in Multiple Counterparts and by Electronic transmittal. This Agreement may be executed using counterparts and shall be fully effective and enforceable upon exchange of such executed counterparts by electronic transmittal to the email addresses of counsel for Seller and counsel for Purchaser. Following the exchange of executed counterparts by electronic transmittal, promptly the parties shall mail signed original counterparts to each other but the failure of either party to comply with this requirement shall not render this Agreement void or otherwise unenforceable.

20. <u>Execution Date</u>	<ul> <li>As used here</li> </ul>	ein, the	"Execution	Date"	shall	be deeme	ed to	be the
day of	, 2025.	This d	ate shall be	the da	ate on	which the	last p	arty to
this Agreement signs below.								

In witness whereof, the parties hereto have executed this Agreement as of the Execution Date.

Sellers:	
Donald C. Burke, Jr. an Illinois resident	Joseph Burke an Illinois resident
Dated this day of, 2025.	Dated this day of, 2025.
	Purchaser:  CITY OF ROCHELLE, an Illinois municipality
	By:
	Dated this day of, 2025.
Prepared by:	Reviewed by:
Dominick Lanzito Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 North Naper Boulevard, Suite 350 Naperville, Illinois 60563 (630) 614-7611 dlanzito@ottosenlaw.com	Attorney

### Exhibit 1 Depiction of Parcels





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## Exhibit 2 LEGAL DESCRIPTION (Subject Property)

313 W. 5<sup>th</sup> Avenue, Rochelle, Illinois

PINs 24-24-337-007 and 34-34-337-008

[Legal description to be inserted when available]

THE CITY OF ROCHELLE Ogle County, Illinois
RESOLUTION NO
A RESOLUTION APPROVING THE PURCHASE OF 313 W. 5th AVENUE

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
2441 Warrenville Road, Suite 310
Lisle, Illinois 60532

### CITY OF ROCHELLE Ogle County, Illinois

RESOL	UTION N	О.

### A RESOLUTION APPROVING THE PURCHASE OF 313 W. 5th AVENUE

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

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

**WHEREAS**, the City of Rochelle, County of Ogle, State of Illinois, a non-home rule unit of government, has the power to purchase real property; and

**WHEREAS,** there is a vacant parcel in downtown Rochelle with an address of 313 W. 5<sup>th</sup> Avenue ("Subject Property"); and

**WHEREAS**, the Subject Property consists of PIN numbers 24-24-337-007 and 24-24-337-008; and

**WHEREAS,** the City has an opportunity to buy the Subject Property for \$110,000; and

**WHEREAS,** purchasing the Subject Property would allow the City to advance its goals of further improving and developing the downtown areas and is consist with the City's planning goals; and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to authorize the purchase of 313 W. 5<sup>th</sup> Avenue for \$110,000 plus closing costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

SECTION TWO: The City attorney shall draft a Purchase and Sale Agreement for 313 W. 5<sup>th</sup> Avenue, consistent with the terms of this Resolution. The City Manager is hereby authorized to execute said Purchase and Sale Agreement and any ancillary

documents (subject to review and revision by the City attorney) necessary to carry out the purchase of the property at 313 W. 5<sup>th</sup> Avenue in Rochelle in the amount of \$110,000 plus closing costs.

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

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

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

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

PASSED THIS 10th day of November 2025.

•		
AYES:		
NAYS:		
ABSENT:		
APPROVED THIS 10 <sup>th</sup> day of November	, 2025.	
	MAYOR	
ATTEST:		
CITY CLERK		

STATE OF ILLINOIS	)	
	)	SS
COUNTY OF OGLE	)	

### **CERTIFICATE**

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, "A RESOLUTION APPROVING THE PURCHASE OF 313 W. 5th AVENUE" which was adopted by the Mayor and City Council of the City of Rochelle on November 10, 2025.

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

### CITY CLERK



### File Attachments for Item:

10. An Ordinance Waiving Competitive Bidding Requirements and Authorizing an Agreement with AIDash for Vegetation Management Services Software

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** An Ordinance Accepting the Proposal from AIDash for Vegetation Management services.

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

#### **Summary:**

RMU is committed to maintaining a safe, reliable, and cost-effective electric system for our community. As part of that commitment, we have identified an opportunity to strengthen our infrastructure management and vegetation control efforts using AIDash—an artificial-intelligence platform built specifically for utilities.

AIDash uses satellite imagery and data analytics to help utilities monitor and maintain their systems more efficiently. Rather than relying solely on manual inspections and routine trimming cycles, AIDash provides insight into which areas pose the greatest reliability risks. This allows staff to prioritize maintenance where it will have the most impact—saving time, money, and resources.

### Benefits to the City

- Enhanced Reliability: Helps reduce outages by identifying potential issues before they affect service.
- Operational Efficiency: Directs maintenance efforts where they're most needed, leading to smarter use of staff and contractor resources.
- Cost Savings: Supports a data-driven approach to vegetation management that can reduce unnecessary work and extend maintenance cycles.
- Strategic Planning: Offers long-term insights that support better budgeting and capital planning for RMU's infrastructure.

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$500,000	\$54,000 per year for 5 years.

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

### **Recommendation:**

To approve An Ordinance Accepting the Proposal from AIDash for Vegetation Management services.

## THE CITY OF ROCHELLE Ogle County, Illinois

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

AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH AIDASH, INC., FOR VEGETATION MANAGEMENT SERVICES SOFTWARE

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

### CITY OF ROCHELLE Ogle County, Illinois

O	RD	IN	ANC	CE N	10.	

## AN ORDINANCE WAIVING COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH AIDASH INC., FOR VEGETATION MANAGEMENT SERVICES SOFTWARE

**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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities is responsible for the maintenance and removal of vegetation which may interfere with and interrupt the electrical system services in the community; and

**WHEREAS**, RMU has identified an opportunity to strengthen its infrastructure management and vegetation control efforts using AIDash—an artificial-intelligence platform built specifically for utilities; and

**WHEREAS**, AlDash Inc., is the only vendor in the Al/Satellite imagery vegetation management field; and

**WHEREAS**, AiDash's unique service uses satellite imagery and data analytics to help utilities monitor and maintain their systems more efficiently. Rather than relying solely on manual inspections and routine trimming cycles, AiDash provides insight into which areas pose the greatest reliability risks; and

**WHEREAS**, AiDash Inc., has provided an Agreement for use of the platform for five years at a rate of \$54,000 a year; and

**WHEREAS**, utilizing AiDash will allow staff to prioritize maintenance where it will have the most impact; saving time, money, and resources; and

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

**WHEREAS**, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive competitive bidding and authorize a five-year agreement with AiDash, Inc.

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

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

<u>SECTION TWO</u>: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and approve a five-year agreement for the use of AiDash platform in the amount of \$54,000 a year. The City Manager or his designee is authorized to enter into the Agreement with AiDash, Inc., subject to review and revision by the City attorney.

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

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

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

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

APPROVED THIS 10th day of October 2025.

ATTEST:	MAYOR
ATTEST.	
CITY CLERK	

### **CERTIFICATE**

I,, City Clerk of the City of Rochelle, County of Ogle and
State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of
Ordinance No, "AN ORDINANCE WAIVING COMPETITIVE BIDDING
REQUIREMENTS AND AUTHORIZING AN AGREEMENT WITH AIDASH INC., FOR
VEGETATION MANAGEMENT SERVICES SOFTWARE" which was adopted by the
Mayor and City Council of the City of Rochelle on October 10, 2025.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10 <sup>th</sup> day of October 2025.
CITY CLERK

### File Attachments for Item:

11. A Resolution Approving Easement Agreements with John Norton

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A Resolution Approving Easement Agreements with John Norton

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

**Summary:** RMU is progressing with the construction of the Centerpoint Substation. To complete this project, RMU requires several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation. These easements will ensure permanent access for operations, maintenance, and emergency response.

### The following easement is needed:

• **Property Owner(s):** John Norton

• **Parcel Number(s):** 25-31-400-003-0000 and 24-36-100-023-000

• **Compensation (if applicable):** \$12,558.00 and \$4,056.00

### **Funding Sources:**

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$9,800,000	\$16,614

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

#### **Recommendation:**

To approve A Resolution Approving the Purchase of a Utility Easement

THE CITY OF ROCHELLE Ogle County, Illinois
RESOLUTION NO
A RESOLUTION APPROVING EASEMENT AGREEMENTS WITH JOHN NORTON

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

### CITY OF ROCHELLE Ogle County, Illinois

### A RESOLUTION APPROVING EASEMENT AGREEMENTS WITH JOHN NORTON

**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**, 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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

**WHEREAS**, as part of the project, RMU will need to acquire several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

**WHEREAS**, these easements will ensure permanent access for operations, maintenance, and emergency response; and

**WHEREAS**, in particular, the project will require two easements from John C. Norton ("the Owner") on property located at 15300 E. Steward Road, PINs 25-31-400-003-0000 and 24-36-100-023-0000; and

**WHEREAS**, the Owner has agreed to grant easements to the City, the Easement Agreements are attached herein as Exhibit 1 and Exhibit 2; and

**WHEREAS,** the City Council finds it to be in the best interests of its citizens and residents to enter into Easement Agreements with John C. Norton.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to execute Easement Agreements with John C. Norton for the payment Twelve Thousand Five Hundred and Fifty-Eight (\$12,558.00) Dollars and Four Thousand Fifty-Six (\$4,056.00) Dollars, in substantially the same forms as attached herein as Exhibit 1 and Exhibit 2, subject to final review by the City Attorney.

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

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

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

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

PASSED THIS 10th day of November, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS 10th day of November, 2025.

	MAYOR
ATTEST:	
CITY CI FRK	

### **EXHIBIT 1**

### EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

### LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates 809 East 2<sup>nd</sup> Street P.O. Box 367 Dixon, IL 61021

RETURN TO: Blake Toliver Rochelle Municipal Utilities 420 N 6<sup>th</sup> St Rochelle, IL 61068

### KNOW ALL MEN BY THESE PRESENTS, that

**John C. Norton** ("Grantor"), located at 15301 E. Steward Road, City of Rochelle, the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Twelve Thousand Five Hundred and Fifty-Eight (\$12,558.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") as more particularly described as:

A part of the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Forty (40) North, Range One (1) East of the Third (3<sup>rd</sup>) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the northeast corner of an existing 1.03 acre tract conveyed to John C. Norton; thence South 0 degrees 53 minutes 02 seconds along the east line of said 1.03 acre tract, a distance of 60.07 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 240.21 feet to the west line of said 1.03 acre tract; thence North 1 degree 47 minutes 04 seconds West, along said west line, a distance of 56.42 feet to the northwest corner thereof; thence North 88 degrees 16 minutes 39 seconds East, along the north line of said 1.03 acre tract, a distance of 241.13 feet to the Point of Beginning, containing 0.322 acres, more or less.

PIN #: 25-31-400-003-0000

Common Address: 1530 E. Steward Road, Rochelle, Illinois 61068

Depicted: See attached Exhibit A

All situated in the Township of Dement, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this day of, 2025.	
JOHN C. NORTON	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION
Grantor	By: City Manager
	Attest:
STATE OF ILLINOIS ) ss. COUNTY OF COOK )	
personally known to me to be the same personally known to me to be the same personal instrument, and acknowledged that he signed, s	on this day personally appeared John C. Norton, son whose name is subscribed to the foregoing ealed and delivered the said instrument as his free ad in the capacities therein set forth, including the eats.
Given under my hand and notarial seal this	day of, 2025.
(SEAL)	
	NOTARY PUBLIC

STATE OF ILLINOIS	)
	) ss
COUNTY OF OGLE	)

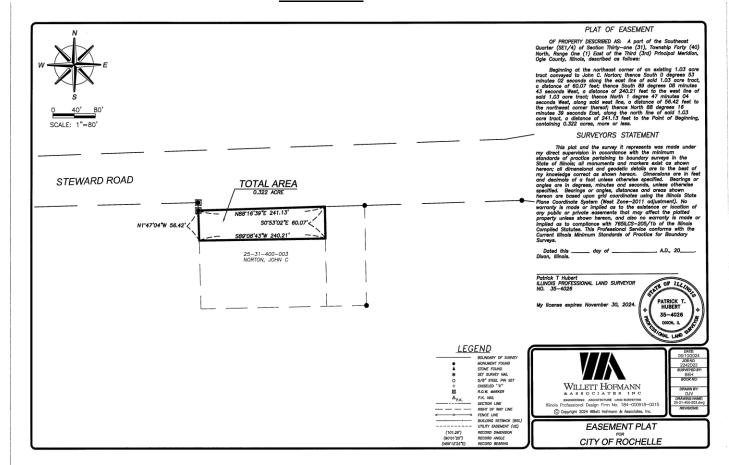
BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Rose Hueramo, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

	Given under my hand and notarial seal, this _	day of	<del>.</del>
2025.			
	(SEAL)		
	,		
	NOTARY PUBLIC		

Prepared By:

DOMINICK L. LANZITO Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 North Naper Boulevard, Suite 350 Naperville, IL 60563 (630) 614-7611

### **EXHIBIT A**



### **EXHIBIT 2**

# EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

### LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates 809 East 2<sup>nd</sup> Street P.O. Box 367 Dixon, IL 61021

RETURN TO: Blake Toliver Rochelle Municipal Utilities 420 N 6<sup>th</sup> St Rochelle, IL 61068

### KNOW ALL MEN BY THESE PRESENTS, that

**John C. Norton** ("Grantor"), located at 15301 E. Steward Road, City of Rochelle, the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Four Thousand Fifty-Six (\$4,056.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") as more particularly described as:

A part of the Southeast Quarter (SE1/4) of Section Thirty-one (31), Township Forty (40) North, Range One (1) East of the Third (3<sup>rd</sup>) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the northeast corner of an existing 0.33 acre tract conveyed to John C. Norton; thence South 0 degrees 53 minutes 02 seconds along the east line of said 0.33 acre tract, a distance of 61.20 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 75.00 feet to the west line of said 0.33 acre tract; thence North 0 degrees 53 minutes 02 seconds West, along said west line, a distance of 60.07 feet to the northwest corner thereof; thence North 88 degrees 16 minutes 39 seconds East, along the north line of said 0.33 acre tract, a distance of 750.1 feet to the Point of Beginning, containing 0.104 acres, more or less.

PIN #: 25-31-400-004-0000

Common Address: 1530 E. Steward Road, Rochelle, Illinois 61068

Depicted: See attached Exhibit A

All situated in the Township of Dement, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this day of, 2025.	
JOHN C. NORTON	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION
Grantor	By: City Manager  Attest: City Clerk
STATE OF ILLINOIS ) ) ss. COUNTY OF COOK )	
personally known to me to be the same instrument, and acknowledged that he signe	lic, on this day personally appeared John C. Norton, person whose name is subscribed to the foregoing d, sealed and delivered the said instrument as his free s and in the capacities therein set forth, including the l rights.
Given under my hand and notarial seal this	day of , 2025.
(SEAL)	
	NOTARY PUBLIC

STATE OF ILLINOIS	)
	) ss
COUNTY OF OGLE	)

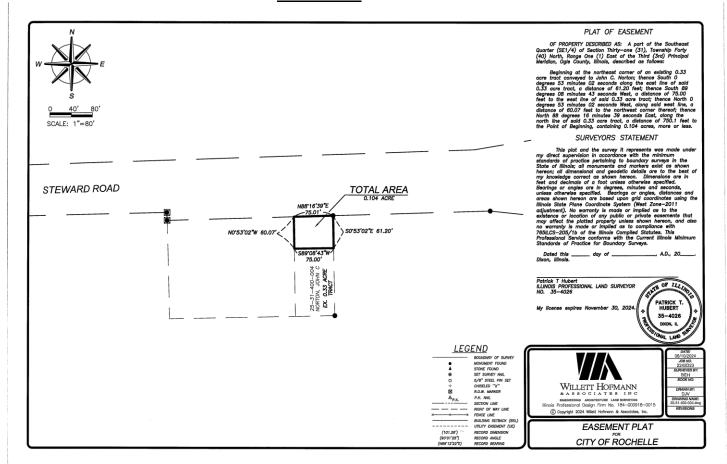
BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Rose Hueramo, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

	Given under my hand and notarial seal, this _	day of	
2025.			
	(SEAL)		
	NOTARY PUBLIC		

Prepared By:

DOMINICK L. LANZITO Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 North Naper Boulevard, Suite 350 Naperville, IL 60563 (630) 614-7611

### **EXHIBIT A**



STATE OF ILLINOIS	)	
COUNTY OF OGLE	) SS )	3.
		CERTIFICATE
I, Rose Hueramo,	City Clerk	of the City of Rochelle, County of Ogle and State of
Illinois, DO HEREBY CE	RTIFY that	the foregoing is a true and correct copy of Resolution
No, "A RESOLU	TION APPI	ROVING EASEMENT AGREEMENTS WITH JOHN
NORTON" which was ac	lopted by th	ne Mayor and City Council of the City of Rochelle on
November 10, 2025.		
IN WITNESS WH	EREOF, I h	ave hereunto set my hand and affixed the corporate
seal of the City of Roche	lle this 10th	day of November, 2025.
		CITY CLERK

### File Attachments for Item:

12. A Resolution Approving Easement Agreements with Chicago Title Trust

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A Resolution Approving Easement Agreements with Chicago Title Trust

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

**Summary:** RMU is progressing with the construction of the Centerpoint Substation. To complete this project, RMU requires several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation. These easements will ensure permanent access for operations, maintenance, and emergency response.

### The following easement is needed:

Property Owner(s): Chicago Title Trust
Parcel Number(s): 24-36-100-023-000
Compensation (if applicable): \$99,723.00

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$9,800,000	\$99,723.00

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

### **Recommendation:**

To approve A Resolution Approving the Purchase of a Utility Easement

THE CITY OF ROCHELLE Ogle County, Illinois
RESOLUTION NO
A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH CHICAGO TITLE TRUST

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

# CITY OF ROCHELLE Ogle County, Illinois

RESOLU	JTION	NO.	

# A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH CHICAGO TITLE TRUST

**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**, 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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

**WHEREAS**, as part of the project, RMU will need to acquire several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

**WHEREAS**, these easements will ensure permanent access for operations, maintenance, and emergency response; and

**WHEREAS**, in particular, the project will require an easement from Chicago Title Trust CP TR#46042 FM-3 ("the Owner") on property located at Jack Dame Drive and IL Rte 251, PIN 24-36-100-023-0000; and

**WHEREAS**, the Owner has agreed to grant an easement to the City, the Easement Agreement is attached herein as Exhibit 1; and

**WHEREAS,** the City Council finds it to be in the best interests of its citizens and residents to enter into an Easement Agreement with Chicago Title Trust CP TR#46042 FM-3.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to execute an Easement Agreement with Chicago Title Trust CP TR#46042 FM-3 for the payment of Ninety-Nine Thousand Seven Hundred and Twenty-Three (\$99,723.00) Dollars in substantially the same form as attached herein as Exhibit 1, subject to final review by the City Attorney.

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

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

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

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

PASSED THIS 10th day of November, 2025.

AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 10th day of November, 2025.	
MAYOR	
ATTEST:	
CITY CLERK	

### **EXHIBIT 1**

## EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates 809 East 2<sup>nd</sup> Street P.O. Box 367 Dixon, IL 61021

RETURN TO: Blake Toliver Rochelle Municipal Utilities 420 N 6<sup>th</sup> St Rochelle, IL 61068

### KNOW ALL MEN BY THESE PRESENTS, that

Chicago Title Trust CP TR#46042 FM-3 ("Grantor"), located at Jack Dame Drive and IL Rte 251, Rochelle, County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ninety-Nine Thousand Seven Hundred and Twenty-Three (\$99,723.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") as more particularly described as:

A part of the Northwest Quarter (NW1/4) of Section Thirty-six (36), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the northwest corner of an existing 33.11 acre tract conveyed to Chicago Title Trust CP TR#46042 FM-3, said point being on the southerly right-of-way of Jack Dame Road; thence South 68 degree 00 minutes 18 seconds East, along said southerly right-of-way, a distance of 362.40 feet; thence southeasterly along said southerly right-of-way and along the arc of a curve to the left having a radius of 1,333.24 feet, a chord bearing of South 79 degrees 52 minutes 02 seconds East, an arc distance of 551.33 feet; thence North 88 degrees 18 minutes 04 seconds East, continuing along said southerly right-of-way, a distance of 280.55 feet to a point on the westerly right-of-way of Illinois Route 251; thence South 46 degrees 37 minutes 41 seconds East, along said westerly right-of-way, a distance of 140.60 feet; thence South 0 degrees 44 minutes 27 seconds West, continuing along said westerly right-of-way, a distance of 448.99 feet to the southeast corner of said 33.11 acre

tract; thence South 69 degrees 19 minutes 40 seconds West, along the south line of said 33.11 acre tract, a distance of 66.93 feet; thence North 4 degrees 25 minutes 45 seconds West, a distance of 493.00 feet; thence North 88 degrees 57 minutes 36 seconds West, a distance of 341.18 feet; thence North 80 degrees 58 minutes 33 seconds West, a distance of 389.84 feet; thence North 65 degrees 47 minutes 49 seconds West, a distance of 379.30 feet to a point on the west line of said 33.11 acre tract; thence North 1 degree 50 minutes 11 seconds West, along said west line, a distance of 45.29 feet to the Point of Beginning, containing 2.557 acres, more or less.

PIN #: 24-36-100-023-0000

Common Address: Land located West of IL Rte 251 between Jack Dame Dr. and I-88, Rochelle, Illinois 61068 Depicted: See attached Exhibit A

All situated in the Township of Flagg, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

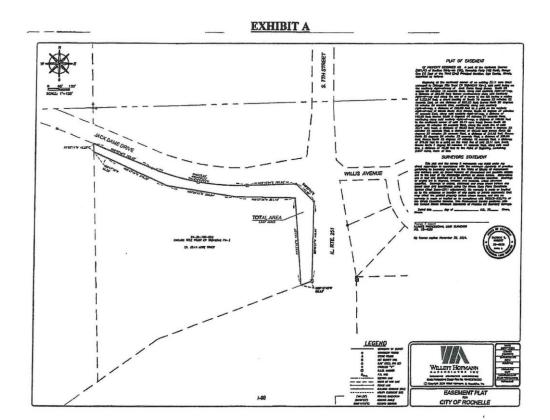
Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this 23 day of July, 2025.	
Chicago Title Trust CP TR#46042 FM-3  Grantor	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION  By: City Manager
	Attest:City Clerk

STATE OF ILLINOIS )
COUNTY OF COOK ) ss.
BEFORE ME, the undersigned notary public, on this day personally appeared personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.  Given under my hand and notarial seal this 23 day of 1, 2025.  OFFICIAL SEAL NOTARY PUBLIC  NOTARY PUBLIC  NOTARY PUBLIC
STATE OF ILLINOIS ) ) ss. COUNTY OF OGLE )
BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Rose Hueramo, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.
Given under my hand and notarial seal, this day of, 2025.
(SEAL) NOTARY PUBLIC
Prepared By:
DOMINICK L. LANZITO Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 North Naper Boulevard, Suite 350 Naperville, IL 60563 (630) 614-7611





STATE OF ILLINOIS	)				
COUNTY OF OGLE	) SS.				
	CE	ERTIFICATE			
I, Rose Hueramo,	City Clerk of t	he City of R	ochelle, Count	ty of Ogle and S	tate of
Illinois, DO HEREBY CEI	RTIFY that the	foregoing is	a true and cor	rect copy of Res	olution
No, "A RESOL	UTION APPR	OVING AN	EASEMENT	AGREEMENT	WITH
CHICAGO TITLE TRUST	Γ" which was a	dopted by th	ne Mayor and (	City Council of the	ne City
of Rochelle on Novembe	r 10, 2025.				
IN WITNESS WHI	EREOF, I have	e hereunto se	et my hand an	d affixed the cor	porate
seal of the City of Rochel	le this 10th da	y of Novemb	er, 2025.		
			CITY CLER	 RK	

File Attachments for It	tem:
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13. A Resolution Approving Easement Agreements with Donald Cappell and Frances Cappell

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A Resolution Approving Easement Agreements with Donald Cappell and Frances

Cappell

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

**Summary:** RMU is progressing with the construction of the Centerpoint Substation. To complete this project, RMU requires several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation. These easements will ensure permanent access for operations, maintenance, and emergency response.

### The following easement is needed:

• **Property Owner(s):** Donald Cappell and Frances Cappell

Parcel Number(s): 24-27-200-004-000Compensation (if applicable): \$20,124

### **Funding Sources:**

t dhang boarces.					
Source:	Budgeted Amount:	Proposed Expenditure:			
Electric Funds	\$9,800,000	\$20,124			

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

### **Recommendation:**

To approve A Resolution Approving the Purchase of a Utility Easement

# THE CITY OF ROCHELLE Ogle County, Illinois RESOLUTION NO. \_\_\_\_ A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH DONALD CAPPEL AND FRANCES CAPPEL

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

# CITY OF ROCHELLE Ogle County, Illinois

RESOLUTION NO.	

# A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH DONALD CAPPEL AND FRANCES CAPPEL

**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**, 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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

**WHEREAS**, as part of the project, RMU will need to acquire several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

**WHEREAS**, these easements will ensure permanent access for operations, maintenance, and emergency response; and

**WHEREAS**, in particular, the project will require an easement from Donald E. Cappel and Frances L. Cappel ("the Owners") on property located at 10893 E IL Rte 38, PIN 24-27-200-004-0000; and

**WHEREAS**, the Owners have agreed to grant an easement to the City, the Easement Agreement is attached herein as Exhibit 1; and

**WHEREAS**, the City Council finds it to be in the best interests of its citizens and residents to enter into an Easement Agreement with Donald E. Cappel and Frances L. Cappel.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to execute an Easement Agreement with Donald E. Cappel and Frances L. Cappel for the payment of Twenty Thousand One Hundred and Twenty-Four (\$20,124.00) Dollars in substantially the same form as attached herein as Exhibit 1, subject to final review by the City Attorney.

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

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

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

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

PASSED THIS 10th day of November, 2025.

AYES:

NAYS:

ABSENT:
APPROVED THIS 10th day of November, 2025.

ATTEST:		
CITY CLERK		

### **EXHIBIT 1**

# EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates 809 East 2<sup>nd</sup> Street P.O. Box 367 Dixon, IL 61021

RETURN TO: Blake Toliver Rochelle Municipal Utilities 420 N 6<sup>th</sup> St Rochelle, IL 61068

### KNOW ALL MEN BY THESE PRESENTS, that

**Donald E. Cappel and Frances L. Cappel, Trustees** ("Grantor"), located at 10893 E IL Rte 38, Rochelle, County of Ogle and State of Illinois, for good and valuable consideration in the amount of Twenty Thousand One Hundred and Twenty-Four (\$20,124.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") as more particularly described as:

A part of the Northeast Quarter (NE1/4) of Section Twenty-seven (27), Township Forty (40) North, Range One (1) East of the Third (3<sup>rd</sup>) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at the intersection of the east line of an existing 85.32 acre tract conveyed to Donald E. and Frances L Cappel, Trustees with the southerly right-of-way of Illinois Route 38; thence

South 1 degree 44 minutes 49 seconds East, along said east line, a distance of 41.30 feet; thence South 88 degrees 34 minutes 07 seconds West, a distance of 545.68 feet; thence North 1 degree 36 minutes 30 seconds West, a distance of 41.08 feet to said southerly right-of-way; thence North 88 degrees 32 minutes 45 seconds East, along said southerly right-of-way, a distance of 545.58 feet to the Point of Beginning, containing 0.516 acres, more or less.

PIN #: 24-27-200-004-0000

Common Address: Land located south of IL Rte. 38, Rochelle, Illinois 61068

Depicted: See attached Exhibit A

All situated in the Township of Flagg, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

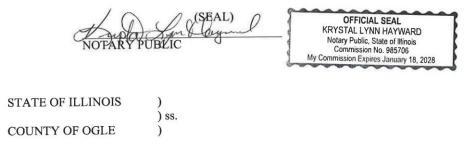
Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this day of, 2025.	
Francis L. Cappel	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION
Frances L. Cappel Successor Trustee of the Donald E. Cappel Trust	By: City Manager
Frances L. Cappel	Attest:City Clerk
Frances L. Cappel Trust	

STATE OF ILLINOIS	)
	) ss
COUNTY OF OGLE	)

BEFORE ME, the undersigned notary public, on this day personally appeared Frances L. Cappel, Trustee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes and in the capacities therein set forth, including the release and waiver of the right of homestead rights.

Given under my hand and notarial seal this 13th day of work, 2025.



BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh and Rose Hueramo, the City Manager and City Clerk, respectively, of the City of Rochelle, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the City.

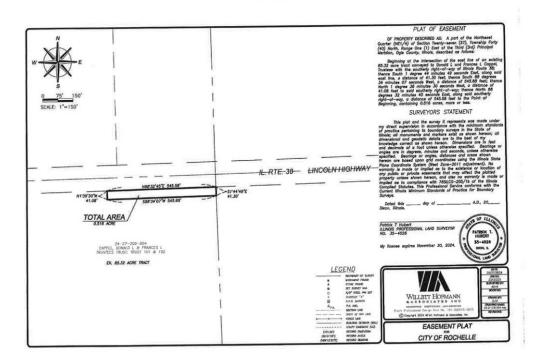
Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_\_ 2025.

OFFICIAL SEAL
KRYSTAL LYNN HAYWARD
Notary Public, State of Illilinois
Commission No. 985706
My Commission Expires January 18, 2028

Prepared By:

DOMINICK L. LANZITO Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 North Naper Boulevard, Suite 350 Naperville, IL 60563 (630) 614-7611

### EXHIBIT A



STATE OF ILLINOIS	)	00				
COUNTY OF OGLE	)	SS.				
		CEF	RTIFICATE	Ē		
I, Rose Hueramo,	City C	lerk of th	e City of R	ochelle, Coun	ty of Ogle and	State of
Illinois, DO HEREBY CER	RTIFY t	that the fo	oregoing is	a true and cor	rect copy of Re	solution
No, "A RESOL	UTION	APPRO	VING AN	EASEMENT	AGREEMEN	r with
DONALD CAPPEL AND	FRANC	CES CAP	PEL" whic	h was adopted	by the Mayor	and City
Council of the City of Roo	chelle c	n Noven	nber 10, 20	)25.		
IN WITNESS WHE	EREOF	, I have	hereunto s	et my hand an	d affixed the co	orporate
seal of the City of Rochel	le this	10th day	of Novemb	per, 2025.		
				CITY CLEF	RK	

### File Attachments for Item:

14. A Resolution Approving Easement Agreements with Fresh Furrow LLC

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

**SUBJECT:** A Resolution Approving Easement Agreements with Fresh Furrow LLC

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

**Summary:** RMU is progressing with the construction of the Centerpoint Substation. To complete this project, RMU requires several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation. These easements will ensure permanent access for operations, maintenance, and emergency response.

### The following easement is needed:

Property Owner(s): Fresh Furrow LLC
Parcel Number(s): 24-22-400-007-000
Compensation (if applicable): \$78,408.00

**Funding Sources:** 

Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$9,800,000	\$78,408.00

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

### **Recommendation:**

To approve A Resolution Approving the Purchase of a Utility Easement

THE CITY OF ROCHELLE
Ogle County, Illinois
ogic county, minois
DESOLUTION.
RESOLUTION
NO
A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH FRESH
FURROW, LLC

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

# CITY OF ROCHELLE Ogle County, Illinois

RESOLUTION NO.	
INLOCEUTION NO.	

# A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH FRESH FURROW, LLC

**WHEREAS**, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle ("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**, 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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

**WHEREAS**, as part of the project, RMU will need to acquire several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

**WHEREAS**, these easements will ensure permanent access for operations, maintenance, and emergency response; and

**WHEREAS**, in particular, the project will require an easement from Fresh Furrow, LLC ("the Owner") on property located at IL Rte. 38 PIN 24-22-400-007-0000; and

**WHEREAS**, the Owner has agreed to grant an easement to the City, the Easement Agreement is attached herein as Exhibit 1; and

**WHEREAS,** the City Council finds it to be in the best interests of its citizens and residents to enter into an Easement Agreement with Fresh Furrow, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby authorizes the City Manager to execute an Easement Agreement with Fresh Furrow, LLC for the payment of Seventy-Eight Thousand Four Hundred and Eight (\$78,408.00) Dollars in substantially the same form as attached herein as Exhibit 1, subject to final review by the City Attorney.

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

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

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

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

PASSED THIS 10th day of November, 2025.

Tribold Intervention, 2	<i>5</i> <b>2</b> 0.
AYES:	
NAYS:	
ABSENT:	
APPROVED THIS 10th day of November	r, 2025.
	MAYOR
ATTEST:	
CITY CLERK	VIIIDIT 4
E)	KHIBIT 1

## EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

### LEGAL DESCRIPTION PREPARED BY:

Willett Hoffman and Associates 809 East 2<sup>nd</sup> Street P.O. Box 367 Dixon, IL 61021

RETURN TO: Blake Toliver Rochelle Municipal Utilities 420 N 6<sup>th</sup> St Rochelle, IL 61068

### KNOW ALL MEN BY THESE PRESENTS, that

Fresh Furrow, LLC ("Grantor"), located at IL Rte. 38, City of Rochelle, the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Seventy Eight Thousand Four Hundred and Eight (\$78,408.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent non-exclusive easement for underground and/or above-ground electric utility facilities (including underground duct packages, underground transmission/distribution wires and associated attachments) and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") as more particularly described as:

A part of the Southeast Quarter (SE1/4) of Section Twenty-two (22), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, City of Rochelle, Ogle County, Illinois, described as follows:

Beginning at the intersection of the west line of a 38.29 acre tract conveyed to Fresh Furrow LLC with the northerly right-of-way of Illinois Route 38; thence North 1 degree 28 minutes 44 seconds West, along said west line, a distance of 2.028.70 feet; thence North 1 degree 27 minutes 16 seconds West, continuing along said west line, a distance of 1,324.73 feet; thence North 58 degrees 35 minutes 47 seconds East, a distance of 115.46 feet to the southerly right of way line of Burlington Northern Santa Fe Railroad; thence South 57 degrees 40 minutes 26 seconds East, along said southerly right of way line, a distance of 89.21 feet; thence South 58 degrees 35 minutes 47 seconds West, a distance of 173.74 feet; thence South 1 degree 36 minutes 30 seconds East, a distance of 3,274.73 feet to said northerly right-of-way of Illinois Route 38; thence South 88 degrees 32 minutes

45 seconds West, along said northerly right-of-way, a distance of 31.59 feet to the Point of Beginning, containing 2.376 acres, more or less.

PIN #: 24-22-400-007-0000

Common Address: Land located at IL Rte. 38, City of Rochelle, Illinois.

Depicted: See attached Exhibit A

All situated in the Township of Flagg, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantor, for itself and its heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement Premises, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence consistent with the highest industry standards will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor and specifically that no Facilities will be placed at a depth that could interfere with the use of the property as a business or industrial park or for Grantor's current or intended uses; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will indemnify and save the Grantor, its agents, employees, representatives, successors and assigns harmless from any and all claims, suits, actions, loss or damage, including reasonable attorney's fees, the Grantor may sustain growing out of or arising in any manner from the construction, maintenance, repairing, altering, changing, using, operation or removal of said Facilities; that upon the completion of the construction of said Facilities, it will restore the surface of said premises to as good a condition as prior to the Grantee's entrance thereon and shall restore and replace any property disturbed by Grantee's exercise of its rights hereunder.

Grantor and Grantee acknowledge that the Easement and Grantor's property are private property that and nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or Grantor's property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that the easements created herein be for the exclusive benefit of the Grantee.

Dated this day of, 2025.	
FRESH FURROW, LLC	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION
Ei Cappel	By:
	Attest: City Clerk

STATE OF ILLINOIS	)		
COUNTY OF OGLE	) ss. )		
BEFORE ME, the undersigned to me to be the same person signed, sealed and delivered to capacities therein set forth, in	ed notary public, on this day per whose name is subscribed to the said instrument as his free an actuding the release and waiver of tarial seal this OFFICIAL SEAL KRYSTAL LYNN HAYWARD Notary Public, State of Illinois Commission No. 985706	he foregoing instrument, and ad voluntary act, for the uses of the right of homestead rig	I acknowledged that he and purposes and in the
	My Commission Expires January 18, 2028		
STATE OF ILLINOIS	) ) ss.		
COUNTY OF OGLE	)		
Hueramo, the City Manage	ned notary public, on this day r and City Clerk, respectively sed that they signed and delivered dy of the City.	, of the City of Rochelle,	an Illinois municipal
Given under my hand	and notarial seal, this	day of	, 2025.
(SEAL NOTA	.) RY PUBLIC		-
Prepared By:			
DOMINICK L. LANZITO Ottosen DiNolfo Hasenbalg & 1804 North Naper Boulevard, Naperville, IL 60563 (630) 614-7611			

EASEMENT PLAT CITY OF ROCHELLE

# PLAT OF EASEMENT PLAT OF EASEMENT PLAT OF EASEMENT OF OUTDITY (EXCENSE) As A set of a brighted showing of the control showing of the showi

STATE OF ILLINOIS	)	00				
COUNTY OF OGLE	)	SS.				
		CERT	IFICATE			
I, Rose Hueramo,	City C	Clerk of the	City of R	ochelle, Coun	ty of Ogle and	State of
Illinois, DO HEREBY CE	RTIFY	that the fore	going is	a true and cor	rect copy of Re	solution
No, "A RESOL	UTION	1 APPROV	ING AN	EASEMENT	AGREEMENT	WITH
FRESH FURROW, LLC"	which	was adopte	d by the	Mayor and Cit	y Council of the	e City of
Rochelle on November 1	0, 202	5.				
IN WITNESS WH	EREOF	F, I have he	reunto s	et my hand an	d affixed the co	rporate
seal of the City of Roche	le this	10th day of	Novemb	per, 2025.		
				CITY CLER	RK	

F	ile	<b>Atta</b>	chr	nen	ts	for	Item:
		$\Delta$ LLQ	UIII		LO	ıvı	ILGIII.

15. A Resolution Approving Easement Agreements with Noggle Family Limited Partnership

# ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: A Resolution Approving Easement Agreements with Noggle Family Limited

Partnership

**Staff Contact:** Blake Toliver, Superintendent of Electric Operations

**Summary:** RMU is progressing with the construction of the Centerpoint Substation. To complete this project, RMU requires several easements to allow for the installation and maintenance of electrical infrastructure associated with the substation. These easements will ensure permanent access for operations, maintenance, and emergency response.

### The following easement is needed:

Property Owner(s): Noggle Family Limited Partnership
Parcel Number(s): 24-36-400-004 and 25-11-400-005

• Compensation (if applicable): \$65,664 and \$122,740

### **Funding Sources:**

I diffallig boarces.		
Source:	Budgeted Amount:	Proposed Expenditure:
Electric Funds	\$9,800,000	\$65,664
		122,740

### **Strategic Plan Goal Application:**

Infrastructure Effectiveness & Improvement

### **Recommendation:**

To approve A Resolution Approving the Purchase of a Utility Easement

THE CITY OF ROCHELLE Ogle County, Illinois
RESOLUTION NO
A RESOLUTION APPROVING A PSA AND AN EASEMENT AGREEMENT WITH THE NOGGLE FAMILY LIMITED PARTNERSHIP

JOHN BEARROWS, Mayor ROSE HUERAMO, City Clerk

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

**City Council** 

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd., City Attorneys 2441 Warrenville Road, Suite 310, Lisle, Illinois 60532

# CITY OF ROCHELLE Ogle County, Illinois

RESOLUTI	ON NO.	

# A RESOLUTION APPROVING A PSA AND AN EASEMENT AGREEMENT WITH THE NOGGLE FAMILY LIMITED PARTNERSHIP

**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 nonhome 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 III. App. 3d 1058, 1060 (1997)); and

**WHEREAS**, Rochelle Municipal Utilities ("RMU") is constructing a new Centerpoint Substation; and

**WHEREAS**, as part of the project, RMU will need to acquire some right of way property and easements to allow for the installation and maintenance of electrical infrastructure associated with the substation; and

**WHEREAS**, the right of way land and easements will ensure permanent access for operations, maintenance, and emergency response; and

**WHEREAS**, in particular, the project requires the purchase of right of way land and an easement agreement with the Noggle Family Limited Partnership, ("the Owner") of property located on the south side Steward Road (identified as PINs 24-36-400-004 and 25-11-400-005); and

**WHEREAS**, the owner is willing to sell and convey the right of way parcel, which is which is approximately 1.728-acres on the south side of Steward Road, east of South Main Street for sixty-five thousand and six hundred and sixty-four (\$65,664.00) dollars, (a copy of the Purchase and Sale Agreement is attached herein as Exhibit 1)

WHEREAS, the Owner has also agreed to grant an easement to the City, for the payment of one hundred and twenty-two thousand seven hundred and forty (\$122,740.00) dollars, (the Easement Agreement is attached herein as Exhibit C); and

**WHEREAS,** the City Council finds it to be in the best interests of its citizens and residents to enter into a Purchase and Sale Agreement and an Easement Agreement with the Noggle Family Limited Partnership.

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS:

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

<u>SECTION TWO</u>: The City hereby approves the Purchase and Sale Agreement and Easement Agreement with the Noggle Family Limited Partnership. Furthermore, the City authorizes the City Manager or his designee to execute the Purchase and Sale Agreement and Easement Agreement, in substantially the same form as attached herein as Exhibit 1 and Exhibit C, subject to final review by the City Attorney.

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

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

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

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

PASSED THIS 10th day of November, 2025.
AYES:
NAYS:
ABSENT:
APPROVED THIS 10th day of November, 2025.
MAYOR
ATTEST:
CITY CLERK

### **EXHIBIT 1**

### AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into this \_\_\_\_\_ day of October, 2025, by and between NOGGLE FAMILY LIMITED PARTNERSHIP ("Seller"), and CITY OF ROCHELLE, an Illinois municipal corporation ("Purchaser").

**WHEREAS**, Seller owns real estate identified as PINs 24-36-400-004 and 25-11-400-005, which real estate is legally described on <u>Exhibit A</u> attached hereto and incorporated herein (the "Right of Way Parcel");

**WHEREAS**, Seller desires to sell and convey to Purchaser, and Purchaser desires to purchase from Seller the Right of Way Parcel, which is an approximately 1.728-acre parcel of real estate located on the South side of Steward Road and East of South Main Street;

**WHEREAS**, Seller also desires to sell and convey to Purchaser, and Purchaser desires to purchase from Seller an easement, which is approximately a 3.23-acre parcel of real estate along the Right of Way on the north border of the Land with PINs 24-36-400-004 and 25-31-400-005, which real estate is legally described on Exhibit B attached hereto and incorporated herein (the "Utility Easement");

**WHEREAS**, the Right of Way Parel and the Utility Easement shall hereinafter collectively be referred to as the "Real Estate"; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

- 1. <u>SALE</u>. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the Purchase Price (as hereafter defined) and on the terms and conditions set forth in this Agreement, the Real Estate, together with all rights, easements, interests and duties and obligations appurtenant thereto including, but not limited to, rights in any easements, streets or other public ways adjacent to the Real Estate.
- 2. **PURCHASE PRICE**. The purchase price to be paid to Seller by Purchaser for the Real Estate shall be:
  - (i) <u>Purchase Price for the Right of Way Parcel</u>. The purchase price for the total 1.728 Acre Parcel shall be SIXTY-FIVE THOUSAND AND SIX HUNDRED AND SIXTY-FOUR (\$65,664.00) DOLLARS, which is to be computed at a purchase price of THIRTY-EIGHT THOUSAND (\$38,000.00) DOLLARS per acre (the "Right of Way Parcel Purchase Price").
  - (ii) <u>Purchase Price for the Utility Easement</u>. The purchase price for the Easement shall be ONE HUNDRED AND TWENTY-TWO THOUSAND SEVEN HUNDRED AND FORTY DOLLARS (\$122,740.00) DOLLARS (the "Easement Purchase Price").

The Right of Way Parcel Purchase Price and the Utility Easement Purchase Price shall hereinafter be referred to collectively as the "Purchase Price" and shall be paid on the date of Closing (as hereafter defined).

- 3. <u>CLOSING</u>. The purchase and sale transaction contemplated in this Agreement shall be consummated at closing ("Closing") to take place at the offices of Kenzley Title Company on or before fifteen (15) days following expiration or waiver of the Due Diligence Period (as hereafter defined) or at such other time as may be mutually agreed in writing. Possession of the Real Estate shall be given to Purchaser at Closing.
- 4. **BROKERAGE**. Seller and Purchaser represent and warrant to each other that neither Seller nor Purchaser has dealt with any broker with respect to the transaction contemplated by this Agreement.

### 5. AS-IS SALE AND DUE DILIGENCE PERIOD.

(a) Except as otherwise specifically set forth in this Agreement, Seller makes no warranty, express or implied, or arising by operation of law, as to the nature and condition of the Real Estate, including, without limitation, any and all improvements located on the Real Estate, water, soil and geology, the suitability of the Real Estate for any and all activities and uses which Purchaser may elect to conduct thereon, the existence of any environmental hazards or conditions thereon, compliance of the Real Estate or its operation with all applicable laws, rules or regulations or as to the condition or state of repair of the Real Estate. Seller makes no implied warranties of habitability, merchantability or fitness for a particular purpose as to the Real Estate. Purchaser acknowledges that Seller is under no obligation to alter, repair or improve the Real Estate. Purchaser acknowledges that delivery of the Real Estate is "AS IS," "WHERE IS" and "WITH ALL FAULTS".

### (b) Due Diligence Period.

- i. <u>Matters to Be Reviewed</u>. Purchaser shall complete its due diligence review and approval of the environmental condition of the Real Estate within thirty (30) days of the date of this Agreement (the "Due Diligence Period"). Purchaser's due diligence shall be limited to the environmental condition of the Real Estate including a Phase I environmental site assessment and, if indicated, a Phase II environmental site assessment, each performed by a licensed environmental consultant selected and paid for by Purchaser, and in accordance with the applicable ASTM Standards.
- ii. <u>Notice of Termination</u>. If Purchaser determines to terminate this Agreement (such determination to be made in Purchaser's sole and absolute discretion based upon its review of the environmental condition of the Real Estate) within the Due Diligence Period, then Purchaser may terminate this Agreement by delivering written notice to Seller, which notice must be given within the Due Diligence Period. If Purchaser fails to deliver notice of the termination during the Due Diligence period, then the Due Diligence Period shall terminate and this Agreement shall continue to be binding. Upon request by Seller, Purchaser shall provide Seller or Seller's attorney with copies of any due

diligence materials relied upon by Purchaser in connection with Purchaser's determination to terminate this Agreement.

- iii. <u>Early Termination of the Due Diligence Period</u>. Purchaser may terminate the Due Diligence Period early by delivery of written notice to Seller indicating its satisfaction with the environmental condition of the Real Estate and waiver of the unexpired term of the Due Diligence Period.
- Access. During the Due Diligence Period, Seller shall permit Purchaser and its authorized representatives to perform inspections and testing with respect to the environmental condition of the Real Estate at such times during normal business hours as Purchaser or its representatives may request. All inspections and testing shall be nondestructive in nature, and specifically shall not include any physically intrusive testing except with Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All costs and expenses of any kind incurred by Purchaser relating to the inspection and testing of the Real Estate shall be solely Purchaser's expense. Seller reserves the right to have a representative present at the time of making any such inspections and testing. Purchaser shall notify Seller (or Seller's attorney) not less than 24-hours in advance of making any such inspection or testing. Purchaser hereby indemnifies and agrees to defend and hold Seller harmless from any and all claims, losses, damages, judgments, settlements, fines, penalties, fees (including, without limitation, attorneys' fees), costs and expenses incurred by Seller and arising out of any personal injury or death of any person or any damage to property resulting from acts or omissions of Purchaser or any of its agents, representatives, contractors or subcontractors relative to entry or activities upon the Real Estate or any surrounding land as well as such inspections and tests. Purchaser agrees that it will restore the Real Estate in all material respects to the Real Estate's condition prior to any tests or inspections. Notwithstanding any other provision of this Agreement to the contrary, the foregoing agreements of Purchaser contained in this subparagraph shall survive any termination of this Agreement or the Closing.

### 6. TITLE MATTERS.

- (a) <u>Conveyance of Title</u>. Seller agrees to deliver to Purchaser a warranty deed (the "Deed") executed by Seller conveying to Purchaser title to the Real Estate free and clear of all claims, liens and encumbrances, except for the Permissible Exceptions (as hereafter defined) and those acceptable to Purchaser, as well as all restrictive covenants applicable to the Real Estate, which have been provided to Purchaser and such receipt is acknowledged. "Permissible Exceptions" shall include the lien of general taxes not yet payable; zoning and building laws and ordinances; easements, covenants, conditions and restrictions of record; and any lien which may be removed by the payment of money from the Purchase Price at Closing.
- (b) <u>Title Commitment</u>. Buyer, at Buyer's sole expense, shall obtain a commitment (the "Title Commitment") for title insurance issued by Kenzley Title Company (the "Title Company"), showing merchantable title to the Real Estate in Seller, committing the Title Company to issue an ALTA Owner's Policy of Title Insurance with extended coverage over the standard or

general exceptions to title (the "Owner's Policy of Title Insurance") for the amount of the Purchase Price or such other amount as Purchaser and the Title Company may agree. Buyer shall, at Buyer's expense, procure an ALTA survey and cause the same to be certified to the Title Company. Seller shall provide the Title Commitment to Purchaser or Purchaser's attorney within twenty (20) days of the execution of this Agreement. Within ten (10) days after receiving the Title Commitment, Purchaser shall provide Seller with written notice of any objections (except Permissible Exceptions) to the form and/or contents of the Title Commitment (the "Objection Notice"). If Purchaser does not provide Seller with the Objection Notice in a timely manner, the Title Commitment shall be deemed accepted by Purchaser. Further, matters not objected to by Purchaser in the Objection Notice with respect to the Title Commitment shall be deemed acceptable to Purchaser. If Purchaser provides Seller with the Objection Notice in a timely manner, the following procedure shall be utilized:

- i. Seller, in its discretion, may elect, by providing Purchaser written notice within ten (10) days from receipt of Purchaser's Objection Notice, to either (a) decline to cure such objections, or (b) utilize good faith efforts to cure such objections to the reasonable satisfaction of Purchaser ("Seller's Election Notice").
- ii. If Seller (a) fails to cure such objections to the reasonable satisfaction of Purchaser within ten (10) days after Purchaser's receipt of Seller's Election Notice, (b) declines to cure such objections or (c) does not provide Purchaser with Seller's Election Notice in a timely manner, then Purchaser may elect, as its exclusive remedies, to either (x) terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement, or (y) accept the Title Commitment and proceed to Closing. Purchaser shall provide Seller written notice of its election on or before the Closing ("Purchaser's Election Notice").
- iii. If Purchaser does not provide Seller with Purchaser's Election Notice in a timely manner, this Agreement shall thereafter be considered terminated and all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement.

### 7. <u>CLOSING DELIVERIES</u>.

- (a) <u>Seller</u>. At Closing, Seller shall deliver or cause to be delivered to Purchaser the following:
  - i. <u>Deed and Easement Agreement</u>. The Deed and Easement Agreement, executed by Seller, in recordable form conveying the Real Estate to Purchaser, free and clear of all liens, claims and encumbrances except the Permissible Exceptions and those acceptable to Purchaser.
  - ii. <u>Transfer Declarations</u>. Executed Illinois Real Property Transfer Declaration form of the State of Illinois.
  - iii. <u>Closing Statement</u>. A closing statement conforming to the prorations and other relevant provisions of this Agreement.

- iv. **FIRPTA Statement.** Seller (and each individual executing this Agreement on behalf of Seller) is not a foreign investor, nor do foreign investors have any beneficial interest in the Real Estate. Seller acknowledges that § 1445 of the Internal Revenue Code of 1986, as amended, requires that a purchaser of real estate from a "foreign person" withhold at closing and pay to the Internal Revenue Service a portion of the amount realized by the seller of such real estate. Therefore, Seller agrees to provide at Closing an affidavit of Seller, or Seller's authorized officer if Seller is not an individual, in form required by Purchaser, setting forth sufficient facts to establish whether or not Seller is a "foreign person" within the meaning of said § 1445, including, without limitation, Seller's taxpayer identification number and principal residence or business address.
- vi. <u>Easement Agreement</u>. Executed Easement Agreement a copy of which is attached hereto as <u>Exhibit C</u>.
- vii. <u>Other</u>. Such other documents and instruments as may reasonably be required by the Title Company which may be necessary to consummate this transaction and to otherwise effect the agreements of the parties hereto and not inconsistent with the terms of this Agreement.
- (b) <u>Purchaser</u>. At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in form and substance acceptable to Seller:
  - i. **Purchase Price**. The Purchase Price shall be paid to Seller.
  - ii. <u>Closing Statement</u>. A closing statement conforming to the prorations and other relevant provisions of this Agreement.
  - iii. <u>Transfer Declarations</u>. Executed Illinois Real Property Transfer Declaration form of the State of Illinois.
  - iv. Other. Such other documents and instruments as may reasonably be requested by the Title Company which may be necessary to consummate this transaction and to otherwise affect the agreements of the parties hereto and not inconsistent with the terms of this Agreement.
- 8. **PRORATIONS AND ADJUSTMENTS**. The following shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, except as otherwise specified:
- (a) Seller shall pay for the Title Commitment and the Owner's Policy of Title Insurance in the amount of the Purchaser Price. Purchaser shall be responsible for any additional title insurance coverage, including any endorsements.
- (b) Seller and Purchaser shall split equally any and all Title Company closing and escrow fees, except that if Purchaser is obtaining financing then Purchaser shall be responsible for such fees.

- (c) All non-delinquent general real estate taxes for the Real Estate shall be prorated at the time of closing based on 105% of the most recently ascertainable tax bill (or most recent ascertainable tax rate, assessed valuation and state equalization factor, if more recent).
  - (d) Seller shall pay any State of Illinois and Ogle County transfer taxes, if applicable.

For purposes of calculating prorations, Seller shall be deemed to be in title to the Real Estate for the date of Closing. All such prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the date of Closing.

- 9. **DEFAULT BY SELLER**. In the event of a default by Seller under the terms of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Purchaser to Seller, Purchaser shall have the right, as its exclusive remedies, to either (i) seek specific performance requiring Seller to consummate the transaction provided that any suit for specific performance will be brought within thirty (30) days of the date on which the Closing would have occurred but for Seller's default, or (ii) terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement. In the event Purchaser shall institute legal action against Seller because of a default of this Agreement, Purchaser shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action provided Purchaser succeeds in such action.
- 10. **DEFAULT BY PURCHASER**. In the event of a default by Purchaser under the terms of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from Seller to Purchaser, Seller shall have the right, as its exclusive remedies, to either (i) seek specific performance requiring Purchaser to consummate the transaction provided that any suit for specific performance will be brought within thirty (30) days of the date on which the Closing would have occurred but for Purchaser's default, or (ii) terminate this Agreement, in which case all obligations of the parties hereunder shall cease, except as otherwise provided in this Agreement. In the event Seller shall institute legal action against Purchaser because of a default of this Agreement, Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action provided Seller succeeds in such action.
- 11. **WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller makes the following warranties and representations, which shall be true and correct as of the date of this Agreement and as of the date of Closing:
  - (a) Seller has full power and authority to convey the Real Estate to Purchaser.
- (b) Seller has good, merchantable and insurable title to the Real Estate, which are free and clear of all mortgages, liens, security interests, charges, claims, restrictions or other encumbrances of every kind except as otherwise specifically provided in this Agreement or as will be discharged at or before the date of Closing. There will be no restriction on the transfer of the Real Estate at the time of Closing.

- (c) There is no pending or threatened condemnation or similar proceeding affecting the Real Estate or any part thereof.
- (d) There are no claims, actions, suits or other legal or administrative proceedings, including, without limitation, bankruptcy proceedings, pending or threatened, against or involving Seller or the Real Estate which could affect the consummation of the transactions contemplated hereby, and there are no facts which might result in any action, suit or similar proceeding. There are no judgments, orders or stipulations against Seller or the Real Estate.
- (e) There are no leases or other contracts to which Seller is a party which affect the Real Estate, except those which shall be terminated by Seller prior to the Closing.
- (f) Seller is not subject to any charter, bylaw, rule, agreement or restriction of any kind or character which would prevent the consummation of this Agreement and the transactions contemplated hereby. Seller has full power and authority to execute this Agreement and all documents necessary to accomplish the sale contemplated herein, fully perform hereunder and to consummate the transactions contemplated hereby without the consent or joinder of any other party.
- (g) All bills for work done or materials furnished by or at the request of Seller to or for the improvement of the Real Estate will have been paid in full, or provision made for payment, such that no lien therefore, whether statutory or common law, may properly be filed or enforced against the Real Estate.
- (h) At the time of Closing, no person or entity, other than Purchaser, will have any right of possession to any portion of the Real Estate.
- (i) Seller has not received any notice and is not aware of any Hazardous Substance (as defined herein) contained on or in the Real Estate. Seller has not received notice of and is not aware of any pending or threatened litigation or proceedings before any administrative agency in which any person or entity alleges the presence, release, threat of release, placement on or in the Real Estate, or the generation, transportation, storage, treatment, or disposal at the Real Estate, of any Hazardous Substance. Seller has not received any notice of and has no knowledge that any governmental authority or any employee or agent thereof has determined that there is a presence, release, threat of release, placement on or in the Real Estate, or that there has been any generation, transportation, storage, treatment, or disposal at the Real Estate, of any Hazardous Substance. Seller has not received notice of and is not aware of any communications or agreements with any governmental authority or agency (federal, state or local) or any private entity, including, but not limited to, any prior owners of the Real Estate, relating in any way to the presence, release, threat of release, placement on or in the Real Estate, or the generation, transportation, storage, treatment, or disposal at the Real Estate of any Hazardous Substance. Seller shall promptly give Purchaser copies of any such notices which may be received by Seller.

For purposes of this paragraph, Hazardous Substance means any waste, substance, chemical, material, pollutant or containment defined as "hazardous" or "toxic" in, pursuant to or under the Resources Conservation Recovery Act, 42 U.S.C. Section 6901 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq., the

Clean Water Act, 33 U.S.C. Section 1251 et. seq., the Clean Air Act, 42 U.S.C. Section 7401 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et. seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et. seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., or any other law, statute, regulations, or common law theory dealing with environmental matters.

12. **NOTICES**. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and sent by overnight delivery directed to Seller and Purchaser as follows:

If to Seller: Noggle Family Limited Partnership

Attn: Lance Noggle, General Partner

8663 Alpha Road Rochelle, IL 61068

with a copy to: Paul E. Chadwick

Fearer Nye & Chadwick, LLC

420 Fourth Avenue Rochelle, IL 61068

If to Purchaser: City of Rochelle

Attn: City Manager 420 North 6<sup>th</sup> Street Rochelle, Illinois 61068

with a copy to: Dominick L. Lanzito

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

2441 Warrenville Road, Suite 310

Lisle, Illinois 60532

Notice by overnight delivery shall be deemed to have been received on the actual date of delivery. A time period in which a response to any notice, demand or request must be given pursuant to this Agreement shall commence to run from the date of receipt.

defined in this Section 13) of the Real Estate is destroyed or damaged by fire or other casualty, Seller will promptly notify Purchaser of such fact, and Purchaser will have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after notice from Seller to Purchaser. For the purposes hereof, a "material part" of the Real Estate will mean a part of the Real Estate which will cost in excess of \$10,000.00 to repair. If Purchaser does not elect to terminate this Agreement as aforesaid, or if there is damage to or destruction of less than a material part of the Real Estate by fire or other casualty, there will be no abatement of the Purchase Price.

### 14. **MISCELLANEOUS**.

- (a) <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto and by this reference made a part hereof, constitute the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Real Estate other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.
- (b) <u>Headings</u>. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in constructing or interpreting the provisions of the Agreement.
- (c) <u>Binding Effect</u>. All of the provisions of this Agreement are hereby made binding upon and shall inure to the benefit of the parties hereto and personal representatives, heirs, successors and assigns of both parties hereto.
  - (d) <u>Time of Essence</u>. Time is of the essence of this Agreement.
- (e) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- (f) <u>Applicable Law</u>. This Agreement shall be construed under and in accordance with the laws of the State of Illinois with venue for all litigation in Ogle County, Illinois.
- (g) <u>Closing Date and Deadline Dates</u>. In the event that the date of Closing or any other deadline date or date for notice described in this Agreement falls on a weekend or a holiday, the date of Closing or other deadline date or date for notice shall be deemed to be the next business day.
- (h) <u>Invalid Provision</u>. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.
- (i) <u>No Waiver</u>. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of or an estoppel against the later exercise of such remedy or right.
- (j) <u>Construction</u>. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one

of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

- (k) <u>Attorneys' Fees and Costs</u>. In the event of any dispute between the parties relative to this Agreement or any of the terms hereof, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the non-prevailing party.
- (l) <u>Merger</u>. Any continuing obligations or agreements of the parties set forth in this Agreement shall not merge with the recording of the Deed.

**IN WITNESS WHEREOF**, Seller and Purchaser have executed this Agreement as of the date and year set forth above.

<b>SELLER</b> :				
Noggle Fami	ily Limited Parti	nersh	nip	
By				
Its General N	<b>Janager</b>			
PURCHASI	<u>ER</u> :			
	ROCHELLE,	an	Illinois	municipal
corporation				
Ву				
Its City Man				

### EXHIBIT A

### LEGAL DESCRIPTION OF THE RIGHT OF WAY LAND

### PARCEL 1:

**OF PROPERTY DESCRIBED AS:** Part of the Southwest Quarter of Section 31, Township 40 North, Range 2 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 31; thence North 88 degrees 41 minutes 37 seconds East along the North Line of said Southwest Quarter, a distance of 322.57 feet to the Point of Beginning of the hereinafter described tract of land; thence continuing North 88 degrees 41 minutes 37 seconds East along said North Line, a distance of 1176.55 feet; thence South 01 degree 13 minutes 26 seconds East, a distance of 40.00 feet; thence South 88 degrees 41 minutes 37 seconds West, parallel with the North Line of said Southwest Quarter, a distance of 1176.49 feet; thence North 01 degree 18 minutes 23 seconds West, a distance of 40.00 feet to the Point of Beginning, containing 1.080 acres, more or less, subject to that land being used for public road purposes and also subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Township of Dement, the County of Ogle and the State of Illinois.

### PARCEL 2:

**OF PROPERTY DESCRIBED AS:** Part of the Southwest Quarter of Section 31, Township 40 North, Range 2 East of the Third Principal Meridian and part of the Southeast Quarter of Section 36, Township 40 North, Range 1 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of said Section 31; thence North 88 degrees 41 minutes 37 seconds East along the North Line of said Southwest Quarter, a distance of 322.57 feet; thence South 01 degree 18 minutes 23 seconds East, a distance of 40.00 feet to the Point of Beginning of the hereinafter described tract of land; thence South 88 degrees 41 minutes 37 seconds West, parallel with the North Line of said Southwest Quarter, a distance of 332.64 feet; thence South 88 degrees 51 minutes 46 seconds West, parallel with the North Line of the East-half of the Southeast Quarter of said Section 36, a distance of 1324.32 feet to the West Line of the East-half of the Southeast Quarter of said Section 36; thence South 01 degree 01 minute 15 seconds East along said West Line, a distance of 10.00 feet; thence North 88 degrees 51 minutes 46 seconds East, parallel with the North Line of the East-half of the Southeast Quarter of said Section 36, a distance of 1324.19 feet; thence North 88 degrees 41 minutes 37 seconds East, parallel with the North Line of the Southwest Quarter of said Section 31, a distance of 1499.29 feet; thence North 01 degree 13 minutes 26 seconds West, a distance of 10.00 feet; thence South 88 degrees 41 minutes 37 seconds West, parallel with the North Line of the Southwest Quarter of said Section 31, a distance of 1176.49 feet to the Point of Beginning. containing 0.648 acre, more or less, subject to all easements, agreements, county codes and/or ordinances of record, if any, all situated in the Townships of Dement and Flagg, the County of Ogle and the State of Illinois.

### **EXHIBIT B**

### LEGAL DESCRIPTION OF THE EASEMENT AREA

AS: A part of the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Forty (40) North, Range One (1) East of the Third (3<sup>rd</sup>) Principal Meridian, Ogle County, Illinois, described as follows:

### Parcel A

Beginning at the northwest corner of an existing 196.6 acre tract conveyed to Noggle Family Limited Partnership; thence North 88 degrees 32 minutes 51 seconds East, along the north line of said 196.6 acre tract, a distance of 1,499.65 feet; thence South 1 degree 47 minutes 04 seconds East, a distance of 71.42 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 1,500.88 feet to the west line of said 196.6 acre tract; thence North 0 degrees 41 minutes 32 seconds West, along said west line, a distance of 55.76 feet to the Point of Beginning, containing 2.190 acres, more or less.

### Parcel B

Beginning at the northeast corner of an existing 196.6 acre tract conveyed to Noggle Family Limited Partnership; thence South 16 degrees 59 minutes 43 seconds East, along the east line of said 196.6 acre tract, a distance of 25.13 feet; thence South 89 degrees 22 minutes 56 seconds West, a distance of 52.49 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 1,140.82 feet; thence North 0 degrees 53 minutes 02 seconds West, a distance of 61.20 feet to a point on the north line of said 196.6 acre tract; thence North 88 degrees 17 minutes 48 seconds East, along said north line, a distance of 298.36 feet; thence South 83 degrees 52 minutes 09 seconds East, continuing along said north line, a distance of 403.76 feet; thence North 88 degrees 16 minutes 27 seconds East, continuing along said north line, a distance of 487.30 feet to the Point of Beginning, containing 1.040 acres, more or less.

### **EXHIBIT C**

### **EASEMENT AGREEMENT [NON-EXECUTION COPY]**

# EASEMENT AGREEMENT FOR UTILITY FACILITIES (ELECTRIC/FIBEROPTIC)

### LEGAL DESCRIPTION PREPARED BY:

Survey-Tech A Division of C.E.S. Inc. 104 A Maple Court Rochelle, Illinois 61068

**RETURN TO:** 

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

### KNOW ALL MEN BY THESE PRESENTS, that

**Noggle Family Limited Partnership** (Grantor), located at 515 Lincoln Highway, Rochelle, in the County of Ogle and State of Illinois, for good and valuable consideration as stated hereinafter, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to

### the City of Rochelle, an Illinois municipal corporation

("Grantee"), a permanent, exclusive easement for above-ground electric utility facilities and fiberoptic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, and the right to construct and maintain the necessary appurtenances for said Facilities over, under, along, upon and through said permanent easement hereinafter described; the said Grantor further gives and grants to Grantee, as part of said consideration, the right and privilege to use such additional ground as may be necessary in the construction of said Facilities, not exceeding 20 feet in width on each side of said permanent easement hereinafter described, said right and easement to be temporary and to be effective only during the construction of said Facilities.

The permanent easement ("Easement") is more particularly described as follows:

AS: A part of the Southwest Quarter (SW1/4) of Section Thirty-one (31), Township Forty (40) North, Range One (1) East of the Third (3<sup>rd</sup>) Principal Meridian, Ogle County, Illinois, described as follows:

### Parcel A

Beginning at the northwest corner of an existing 196.6 acre tract conveyed to Noggle Family Limited Partnership; thence North 88 degrees 32 minutes 51 seconds East, along the north line of said 196.6 acre tract, a distance of 1,499.65 feet; thence South 1 degree 47 minutes 04 seconds East, a distance of 71.42 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 1,500.88 feet to the west line of said 196.6 acre tract; thence North 0 degrees 41 minutes 32 seconds West, along said west line, a distance of 55.76 feet to the Point of Beginning, containing 2.190 acres, more or less.

### Parcel B

Dated this

Beginning at the northeast corner of an existing 196.6 acre tract conveyed to Noggle Family Limited Partnership; thence South 16 degrees 59 minutes 43 seconds East, along the east line of said 196.6 acre tract, a distance of 25.13 feet; thence South 89 degrees 22 minutes 56 seconds West, a distance of 52.49 feet; thence South 89 degrees 08 minutes 43 seconds West, a distance of 1,140.82 feet; thence North 0 degrees 53 minutes 02 seconds West, a distance of 61.20 feet to a point on the north line of said 196.6 acre tract; thence North 88 degrees 17 minutes 48 seconds East, along said north line, a distance of 298.36 feet; thence South 83 degrees 52 minutes 09 seconds East, continuing along said north line, a distance of 403.76 feet; thence North 88 degrees 16 minutes 27 seconds East, continuing along said north line, a distance of 487.30 feet to the Point of Beginning, containing 1.040 acres, more or less.

PIN #: Part of 25-31-400-005

Common Address: Steward Road and South Main Street, Rochelle, Illinois

. 2025.

Depicted: See attached Exhibit A.

day of

All situated in the Townships of Dement and Flagg, County of Ogle in the State of Illinois, and said Grantor hereby releases and waives all rights under and by virtue

<u> </u>	
NOGGLE FAMILY LIMITED PARTNERSHIP	THE CITY OF ROCHELLE, AN ILLINOIS MUNICIPAL CORPORATION
Grantor	By:City Manager
	Attest: City Clerk

STATE OF ILLINOIS	)		
COUNTY OF OGLE	) ss. )		
personally known to me to instrument, and acknowledge	be the same person ed that he signed, seale es and purposes and in	n this day personally appeared whose name is subscribed to the d d and delivered the said instrument a the capacities therein set forth, incl	foregoing s his free
		Given under my hand and notarial day of, 2025.	seal this
(SEAI	ـ)	NOTARY PUBLIC	
STATE OF ILLINOIS COUNTY OF OGLE	) ) ss. )		
and Rose Hueramo, the City Illinois municipal corporati	Manager and City Con, and acknowledge	his day personally appeared Jeff Fielerk, respectively, of the City of Rock that they signed and delivered the governing body of the City.	chelle, an
		Given under my hand and notarial day of,	
(SEAI	<u>(</u> .)		
		NOTARY PUBLIC	

Prepared By and Return To:

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

### **Exhibit A to Easement Agreement**

STATE OF ILLINOIS	)	00			
COUNTY OF OGLE	)	SS.			
		CEF	RTIFICATE		
I, Rose Hueramo,	City C	Clerk of the	e City of Rochelle,	County of Ogl	e and State of
Illinois, DO HEREBY CER	RTIFY	that the fo	oregoing is a true a	nd correct copy	of Resolution
No, "A RESOLUT	ION A	PPROVI	NG A PSA AND AN	N EASEMENT	AGREEMENT
WITH THE NOGGLE FA	4MILY	LIMITED	PARTNERSHIP"	which was a	dopted by the
Mayor and City Council o	f the C	City of Roo	chelle on Novembe	er 10, 2025.	
IN WITNESS WHE	EREO	F, I have I	nereunto set my ha	and and affixed	the corporate
seal of the City of Rochel	le this	10th day	of November, 202	5.	
			CITY	CLERK	