



AGENDA
CITY OF ROCHELLE
CITY COUNCIL MEETING

Monday, September 12, 2022 at 6:30 PM

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

I. CALL TO ORDER:

1. Pledge to the Flag
2. Prayer

II. ROLL CALL:

III. PROCLAMATIONS, COMMENDATIONS, ETC:

1. Proclamation - Constitution Week
2. Proclamation - Chamber of Commerce Week

IV. REPORTS AND COMMUNICATIONS:

1. Mayor's Report
2. Council Members

V. PUBLIC COMMENTARY:

VI. BUSINESS ITEMS:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve Minutes of City Council Meeting - 08/22/2022
 - b) Approve Payment Registers - 08/22/22, 8/29/22
 - c) Approve Payroll - 08/08/22-08/21/22
 - d) Establish 2022 Trick-Or-Treat Hours: Saturday, October 29, 5-8PM
 - e) Approve Special Event Request - Christmas Parade
 - f) Accept and Place on File Minutes of Planning & Zoning Commission Meeting - 08/01/2022
2. Ordinance Waiving the Competitive Bidding Requirements and Accepting the Proposal from Universal Plant Services for Engine #3 Cam Bearing Replacement.
3. Resolution Authorizing the Purchase of a 2,000 Gallon Spreader - Water Reclamation
4. Ordinance Amending Chapter 110-120 of the Rochelle Municipal Code Pertaining to B-1 Central Commercial District
5. Ordinance Granting Variation Related to Setbacks for the Property Located at 323 W 2nd Avenue, Rochelle, Illinois
6. Ordinance Re-Zoning Property located at 450 Willis Avenue, Rochelle, Illinois
7. Ordinance Granting Variation Related to Setbacks for a Fence for the Property Located at 421 S. 3rd Street, Rochelle, Illinois
8. Ordinance Amending Ordinance No. 45-OH with respect to the Lee Ogle Enterprise Zone and the Enterprise Zone Intergovernmental Agreement
9. Resolution Authorizing the City Manager to Execute a Development Agreement with the Greater Rochelle Economic Development Corporation Regarding Construction Costs at the Proposed Transloading Center Expansion and Intermodal Container Storage Facility
10. Resolution Authorizing the Retention of Fehr Graham for Professional Services Related to Improvements at the Rochelle Transloading Center
11. Ordinance Accepting and Approving the Proposal from Porter Brothers Construction, Inc. for the Transload Yard Hard Surface Improvements

- [12.](#) Resolution Authorizing the City Manager to Execute an Agreement with the Greater Rochelle Economic Development Corporation Regarding Certain Land Rights at the Proposed Transloading Center Expansion
- [13.](#) Resolution Affirming the Joint Goals and Objectives of the Lee-Ogle County Enterprise Zone, Lee County and the City of Rochelle for the Industrial Development Between the Lee-Ogle County Line and Elva Road

VII. DISCUSSION ITEMS:

VIII. EXECUTIVE SESSION:

IX. ADJOURNMENT:

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

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

The Council meeting will be broadcast live on YouTube.

File Attachments for Item:

1. Proclamation - Constitution Week



City of Rochelle, Illinois
Office of the Mayor

Proclamation

CONSTITUTION WEEK September 17 – 23, 2022

WHEREAS: September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as **Constitution Week**,

NOW, THEREFORE I, John Bearrows by virtue of the authority vested in me as Mayor of the City of Rochelle do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK** and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rochelle to be affixed this 12th day of September of the year of our Lord two thousand twenty-two.

John Bearrows, Mayor

Attest: _____
RoseMary Huéramo, City Clerk



File Attachments for Item:

2. Proclamation - Chamber of Commerce Week



City of Rochelle,
Illinois
Office of the
Mayor

CHAMBER OF COMMERCE WEEK
September 11 - 17, 2022

Whereas, the Rochelle Chamber works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional, and cultural life of the City of Rochelle, and

Whereas, chambers of commerce have contributed to the civic and economic life of Illinois for 184 years since the founding of the Galena Chamber of Commerce in 1838, and

Whereas, this year marks the 103rd anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization;

Whereas, the chamber of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the City of Rochelle a better place to live, and

Whereas, the chamber of commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the City of Rochelle, and

Whereas, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce, and

Whereas, this year marks the 107th anniversary of the Illinois Association of Chamber of Commerce Executives, a professional development organization for the chamber of commerce professionals;

Therefore I, John Bearrows, Mayor of the City of Rochelle, proclaim **September 11 through September 17, 2022**, as **CHAMBER OF COMMERCE WEEK** and call its significance to the citizens of the City of Rochelle.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Rochelle to be affixed on 12th day of September 2022.

John Bearrows, Mayor



Attest: _____
RoseMary Huéramo, City Clerk

File Attachments for Item:

1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:

- a) Approve Minutes of City Council Meeting - 08/22/2022
- b) Approve Payment Registers - 08/22/22, 8/29/22
- c) Approve Payroll - 08/08/22-08/21/22
- d) Establish 2022 Trick-Or-Treat Hours: Saturday, October 29, 5-8PM
- e) Approve Special Event Request - Christmas Parade
- f) Accept and Place on File Minutes of Planning & Zoning Commission Meeting - 08/01/2022



MINUTES
CITY COUNCIL MEETING
Monday, August 22, 2022 at 6:30 PM

- I. CALL TO ORDER:** Pledge to the Flag was led by Mayor Bearrows. Prayer was said by Pastor Greg Hoffman
- II. ROLL CALL:** Present were Councilors T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor John Bearrows. A quorum of seven were present. Also, present City Manager Jeff Fiegenschuh, City Clerk Rose Huéramo.
- III. PROCLAMATIONS, COMMENDATIONS, ETC:**
1. Proclamation - Industry Appreciation Day September 6, 2022
 2. Proclamation - Arbor Day August 4, 2022
 3. Good News - Commending Engineer Sam Teserau and Public Works Director Tim Isley for their leadership on the 4th Avenue Storm Sewer Project. Commending IT Department for their work on several projects.
- IV. REPORTS AND COMMUNICATIONS:**
1. Mayor's Report- Thank you to Lincoln Highway Heritage Festival Committee, Rochelle Police Department, RMU for providing electricity, Street Department for clean up, all the local business that donated, and to all the vendors and those that participated in making a great event this past weekend. Thank you to Kiwanis and Golden K for bringing back the little Miss Peanut contest and a congratulation to the winner Reese Welles and first runner up Clara Simo and congratulations to Jim Becker for winning Best in Show at the car show. The Lincoln Highway Heritage Festival Committee is having a follow up meeting on 9/12/2022 to address the help needed for next years event and asking for people to sign up to be apart of the committee.
 2. Council Members - None.
- V. PUBLIC COMMENTARY:** None.
- VI. BUSINESS ITEMS:**
1. CONSENT AGENDA ITEMS BY OMNIUS VOTE with Recommendations:
 - a) Approve Minutes of City Council Meeting - 8/8/2022
 - b) Accept and Place on File Minutes of Planning & Zoning Commission Meeting - 06/06/2022
 - c) Approve Payment Registers - #202514, #202515-202595, #202604-202705
 - d) Approve Payroll - 07/25/2022-08/07/2022
 - e) Approve a Resolution Authorizing the City Manager to Execute a Letter of Commitment – Safe Streets and Roads
 - f) Accept and Place on File July Financials
 - g) Approve RTHS Homecoming Parade Route - 09/22/2022
 - h) Approve Peanut Days - 9/9/2022 & 9/10/2022Motion made by Councilor Hayes, Seconded by Councilor Shaw-Dickey, **"I move contest agenda items (a) through (h) be approved by Omnibus vote as recommended."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.

2. **Resolution Authorizing the City Manager to Issue a Notice of Termination of Membership to the Illinois Public Risk Fund.** The City of Rochelle is a member of the Illinois Public Risk Fund (IPRF) which provides Workers' Compensation coverage to the City. As part of our fiduciary responsibility, we are conducting an RFP for risk insurance effective January 1, 2023. This process is to obtain bids from IMIC and competitors to determine the best coverage/cost for the City of Rochelle. To insure we are following the proper steps, we will need to submit a Notice of Termination of Membership from the Illinois Public Risk (IPRF) if the City of Rochelle chooses to establish a contract with another vendor. IPRF requires written notice to the IPRF's Board of Trustees of its intent to resign. At this time, we plan to submit a "Notice of Tentative Termination of Membership," as we are only preparing for the possibility of terminating our membership with IPRF after completing the RFP. Human Resources Risk and Safety Coordinator Brittney Zick was available for questions. Motion made by Councilor Arteaga, Seconded by Councilor Gruben, **"I move Resolution R22-33, a Resolution Authorizing the City Manager to Issue a Notice of Termination of Membership to the Illinois Public Risk Fund, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
3. **Resolution Approving the Sale of Surplus Real Property.** City owned property located at 501 N Washington Street (P.I.N. #'s 24-24-386-001 & 24-24-386-002) has been deemed surplus real estate property located within in a defined redevelopment project area and is no longer necessary, appropriate, useful to, or in the best interest of the City of Rochelle to retain ownership of the property. The site is flag shaped and contains approximately 29,120±SF or 0.67± acres. A 15,624SF industrial building is located on the site, which was reportedly constructed in 1916. The property is zoned I-1, Light Industry and is located in our Downtown & Southern Gateway TIF. Request for Proposals were made public for interested parties to submit proposals to redevelop the property, all proposals were reviewed. Josh Schacht submitted a proposal to purchase the property for \$119,000. Councilor T. McDermott thanked the new owners. Community Development Director Michelle Pease was available for questions. Motion made by Councilor Shaw-Dickey, Seconded by Councilor Hayes, **"I move Resolution R22-34, a Resolution Approving the Sale of Surplus Real Property located at 201 N. Washington Street, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
4. **Motion to Approve a Change Order for the Ritchie Road Substation with Whittaker Construction and Excavating.** The substation switchgear experienced a significant delay in delivery due to supply chain and labor challenges due to Covid. This delay pushed the project completion date from December to April. The contractor is claiming additional charges for winter construction and additional general conditions to cover the additional four months of construction. There were two reductions in scope of work that were removed from the total of the original change order. There were also unused construction allowances that were subtracted as well. The line items in the change order sum up to a total net change order request of \$110,506.00, which is 1.2% of the total contract amount. Superintendent of Electric Operations Blake Toliver was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Council Approve Change Order for Ritchie Road Substation with Whittaker Construction and Excavating in the amount of \$110,506."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
5. **Ordinance Amending Ch. 26, Article II, Sec. 26-44 of the Rochelle Municipal Code Pertaining to Video Gaming Terminal Fees.** Video Gaming Act authorizes a maximum annual fee of \$250.00 for each video gaming terminal. Many surrounding municipalities have adjusted the annual fee to the allowed maximum fee. The City of Rochelle currently has a count of 124 video gaming terminals. We are looking to implement the gaming fees over a three-year period starting January 1, 2023:

\$100.00 year 1, \$150 year 2, and final adjustment of \$250 year 3. The establishment must be a current liquor license holder while also meeting the requirements for such license. An annual permit fee of two hundred fifty dollars (\$250.00) for each video gaming terminal shall be paid in advance on or before December 31st of each year. Each permit shall expire on December 31st of each year. There shall be no prorated fees, funds will go towards the general fund. City Clerk Rose Huéramo was available for questions. Motion made by Councilor D. McDermott, Seconded by Councilor Arteaga, **"I move Ordinance 22-5361, an Ordinance Amending Ch. 26, Article II, Sec. 26-44 of the Rochelle Municipal Code Pertaining to Video Gaming Terminal Fees, be approved."** Voting Yea: T. McDermott, Hayes, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Voting Nay: Councilor D. McDermott. Motion passed 6-1.

6. **Ordinance Authorizing Bearrows Real Estate & Auction Co. to Auction Surplus Personal Property Owned by the City of Rochelle.** Periodically, it is necessary for staff to identify items in City facilities that are no longer needed and remove them from inventory/storage. These items will be sold at a local auction to be held at the City's 1030 South 7th Street facility on Saturday September 17th. Bearrows Real Estate & Auction Co. has offered to hold the auction at no cost to the City of Rochelle. Auction proceeds will be utilized to fund the purchase of additional holiday décor throughout the community. With that in mind, staff compiled the following list of items to be sold: Various Office Furniture Items, 15 Round Tables - Folding, on wheels 1984 Hotsy Pressure Washer, 1989 Walk behind target pavement saw (bad engine), Bobcat 7' straight blade plow, 2- Bobcat skidloader tires, 2005 GMC 7500 with Hi-Ranger 5TC-55 Bucket. Director of Community Engagement Jennifer Thompson was available for questions. Motion made by Councilor T. McDermott, Seconded by Councilor D. McDermott, **"I move Ordinance 22-5362, an Ordinance Authorizing Bearrows Real Estate & Auction Co. to Auction Surplus Personal Property Owned by the City of Rochelle, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.
7. **Ordinance Authorizing the Sale of Renewable Energy Credits.** Rochelle Municipal Utilities accumulates Renewable Energy Credits (RECs) at the solar arrays at the Wastewater Treatment Plant and the Village of Hillcrest. Per an agreement with Rochelle Waste Disposal, RMU is also entitled to the RECs produced at the Rochelle Energy Center at the landfill. RECs can generate revenue by being sold to companies seeking to lower their emissions footprint. Staff has met with Engie Energy Market NA Inc. to formalize an agreement to sell the RECs generated from June 1, 2022, through May 30, 2024, at a rate of \$12 per solar REC and \$14 per methane REC. The contract with the current buyer has expired. The new contract is estimated to generate an annual revenue of \$270,000 which is 3x the revenue of our expired contract. Under the previous agreement we generated approximately \$75,000 annually in revenue so the new contract will realize an increase of approximately \$200,000 in new revenues for the electric utility. In previous years, the revenues have been utilized to fund the income assistance program. City Manager Jeff Fiegenschuh was available for questions. Motion made by Councilor Gruben, Seconded by Councilor Arteaga, **"I move Ordinance 22-5363, an Ordinance Authorizing the Sale of Renewable Energy Credits, be approved."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.

VII. DISCUSSION ITEMS: None.

- VIII. EXECUTIVE SESSION:** At 7:19 PM, Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move Council recess into executive session to discuss the purchase or lease of real property for the City's use. Section (c) (5) and the (appointment, employment, compensation, discipline, performance and/or dismissal) of specific employee(s). Section (c) (1)."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.

At 8:07 PM, Motion made by Councilor D. McDermott, Seconded by Councilor Shaw-Dickey, **"I move the Council to return to open session."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.

IX. ADJOURNMENT:

At 8:07 PM, Motion made by Councilor D. McDermott, Seconded by Councilor Arteaga, **"I move the Council adjourn."** Voting Yea: T. McDermott, Hayes, D. McDermott, Gruben, Shaw-Dickey, Arteaga, and Mayor Bearrows. Nays: None. Motion passed 7-0.

John Bearrows, (Mayor)

Rose Huéramo, City Clerk



Rochelle, IL

Section VI, Item 1.

Payment Register

APPKT00804 - Check Run 08-22-22

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
08968	ACUSHNET COMPANY					869.60
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202707	08/22/2022	869.60			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
912743761	golf balls	03/10/2022	03/10/2022	0.00	711.62	
913805283	golf gloves	07/20/2022	07/20/2022	0.00	104.81	
913824852	hats	07/22/2022	07/22/2022	0.00	53.17	

Vendor Number	Vendor Name					Total Vendor Amount
09604	ADVANCED TURF SOLUTIONS					878.26
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202708	08/22/2022	878.26			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S01029322	chemicals/Fertilizer	08/05/2022	08/05/2022	0.00	878.26	

Vendor Number	Vendor Name					Total Vendor Amount
10920	AETNA					135.62
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202709	08/22/2022	135.62			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
080822	Ambulance Refund - B Nelson	08/08/2022	08/08/2022	0.00	135.62	

Vendor Number	Vendor Name					Total Vendor Amount
00001	A-FIRE EXTINGUISHER SALES & SERVICE					283.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202710	08/22/2022	283.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
89047	Annual inspection of fire extinguishers	07/09/2022	07/09/2022	0.00	283.50	

Vendor Number	Vendor Name					Total Vendor Amount
06535	AIRGAS USA, LLC					671.25
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202711	08/22/2022	671.25			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9128088293	Oxygen	07/20/2022	07/20/2022	0.00	528.40	
9989290492	Oxygen Cylinder Rental	06/30/2022	06/30/2022	0.00	142.85	

Vendor Number	Vendor Name					Total Vendor Amount
02664	ALARM DETECTION SYSTEMS, INC.					138.09
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202712	08/22/2022	138.09			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
46312-1049	Sep-Dec Alarm Detection	08/07/2022	08/07/2022	0.00	138.09	

Vendor Number	Vendor Name					Total Vendor Amount
10663	AMAZON CAPITAL SERVICES					1,780.12
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	202713	08/22/2022	1,780.12			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17Q4-YLQC-1RCV	Access Points and Replacemant Firewall	08/15/2022	08/15/2022	0.00	1,260.27	
1GWD-PRG4-FH1K	RR Park Bags	08/16/2022	08/16/2022	0.00	85.36	
1MQQ-HL6L-D9N1	Office Chair	08/16/2022	08/16/2022	0.00	179.99	
1QXM-DPC7-4Q9N	Steel Lab Stand Set/Magnetic Stirrer Mixer	08/17/2022	08/17/2022	0.00	67.31	

Payment Register

APPKT008

Section VI, Item 1. 2

1YGM-LNCY-6X3C	Wasp/Hornet Killer 12pk	08/11/2022	08/11/2022	0.00	138.20
1YTN-TPC9-74CW	Office SuppliesHR	08/17/2022	08/17/2022	0.00	48.99
Vendor Number	Vendor Name	Total Vendor Amount			
00040	ANDERSON PLUMBING & HTG, INC	165.20			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202714	08/22/2022	165.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
105742	Well 12 Leak Repair	08/15/2022	08/15/2022	0.00	165.20
Vendor Number	Vendor Name	Total Vendor Amount			
04452	ANDERSON, JASON	150.94			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202715	08/22/2022	150.94		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
080822-2	Reimbursement - Airport Event Supplies	08/08/2022	08/08/2022	0.00	22.40
080822-3	Rail Conference Reimbursement	08/08/2022	08/08/2022	0.00	128.54
Vendor Number	Vendor Name	Total Vendor Amount			
01850	ANIXTER, INC	3,793.62			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202716	08/22/2022	3,793.62		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5394040-00	Pulling Lube 5 Gal	08/10/2022	08/10/2022	0.00	1,120.00
5407306-00	Major/Minor Inventory	08/12/2022	08/12/2022	0.00	2,673.62
Vendor Number	Vendor Name	Total Vendor Amount			
00124	AUTO ZONE	180.59			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202717	08/22/2022	180.59		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2660557962	New squad battery	07/04/2022	07/04/2022	0.00	180.59
Vendor Number	Vendor Name	Total Vendor Amount			
09575	AXON ENTERPRISE, INC.	760.94			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202718	08/22/2022	760.94		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
INUS091246	Taser cartridges and battery	08/09/2022	08/09/2022	0.00	760.94
Vendor Number	Vendor Name	Total Vendor Amount			
00051	B&W APPLIANCE REPAIR, LLC	119.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202719	08/22/2022	119.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
939	1013 Garfield - Washer machine check sewer back up	07/21/2022	07/21/2022	0.00	119.00
Vendor Number	Vendor Name	Total Vendor Amount			
10717	BELSON OUTDOORS	1,441.67			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202720	08/22/2022	1,441.67		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
201034	RR Park Bench	08/09/2022	08/09/2022	0.00	1,441.67
Vendor Number	Vendor Name	Total Vendor Amount			
10817	BETTNER, DANIELLE	40.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202721	08/22/2022	40.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
081522	cell DB	08/15/2022	08/15/2022	0.00	40.00

Payment Register

APPKT008

Section VI, Item 1.

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Vendor Number	Vendor Name					Total Vendor Amount
06051	BOUND TREE MEDICAL					380.39
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202722			08/22/2022	380.39	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
84600416	Cardiac Monitor Paper	07/14/2022	07/14/2022	0.00	85.67	
84606845	King Airways	07/19/2022	07/19/2022	0.00	213.95	
84614992	Glucometer Lancets	07/25/2022	07/25/2022	0.00	41.62	
84614993	Disposable Cold Packs	07/25/2022	07/25/2022	0.00	39.15	
Vendor Number	Vendor Name					Total Vendor Amount
08113	CARUS LLC					6,838.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202723			08/22/2022	6,838.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SLS 10102506	Carusol ILMB Well Chemicals	08/11/2022	08/11/2022	0.00	3,555.62	
SLS 10102510	Carus ILMB/Carusol ILMB- Well Chemicals	08/11/2022	08/11/2022	0.00	3,282.83	
Vendor Number	Vendor Name					Total Vendor Amount
INC1214	CHARGEPOINT, INC					1,380.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202724			08/22/2022	1,380.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN152085	426 N Main - 7/12/22 to 7/12/23	07/28/2022	07/28/2022	0.00	1,380.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1217	CHEESECAKECO					475.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202725			08/22/2022	475.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081722	Dessert Sponsor - Blackhawk Waterways Dinner	08/17/2022	08/17/2022	0.00	475.00	
Vendor Number	Vendor Name					Total Vendor Amount
09112	CINTAS					706.54
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202726			08/22/2022	706.54	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4127019163	Floor Mats, Mops, Shop Rags	08/01/2022	08/01/2022	0.00	40.86	
4127824419	Mats/Towels	08/09/2022	08/09/2022	0.00	59.73	
4127924291	Mats/Towels Water Rec	08/10/2022	08/10/2022	0.00	146.70	
4127924329	Mats / Lab Coats	08/10/2022	08/10/2022	0.00	67.49	
4128380811	Floor Mats and Mops	08/15/2022	08/15/2022	0.00	50.63	
4128380830	Floor Mats	08/15/2022	08/15/2022	0.00	75.87	
4128380883	City Hall Mats	08/15/2022	08/15/2022	0.00	31.36	
4128532701	Mats/Towels	08/16/2022	08/16/2022	0.00	62.94	
4128532845	MATS AND TOWELS	08/16/2022	08/16/2022	0.00	170.96	
Vendor Number	Vendor Name					Total Vendor Amount
INC1161	CIVICPLUS, LLC					495.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202727			08/22/2022	495.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
235693	Civic Plus - Online Code	09/01/2022	09/01/2022	0.00	495.00	
Vendor Number	Vendor Name					Total Vendor Amount
10683	CONSTRUCTION SAFETY COUNCIL					4,860.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202728			08/22/2022	4,860.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2146	EXCAVATION FOR THE COMPETENT PERSON TRAINING CLAS	08/12/2022	08/12/2022	0.00	4,860.00	

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Vendor Number 01720	Vendor Name CUMMINS SALES & SERVICE					Total Vendor Amount 562.27
Payment Type Check	Payment Number 202729			Payment Date 08/22/2022	Payment Amount 562.27	
Payable Number F2-65312	Description Generator Maintenance	Payable Date 08/02/2022	Due Date 08/02/2022	Discount Amount 0.00	Payable Amount 562.27	
Vendor Number 02226	Vendor Name CURRAN MATERIALS CO.					Total Vendor Amount 1,015.63
Payment Type Check	Payment Number 202730			Payment Date 08/22/2022	Payment Amount 1,015.63	
Payable Number 25049	Description Re-Surface	Payable Date 07/28/2022	Due Date 07/28/2022	Discount Amount 0.00	Payable Amount 1,015.63	
Vendor Number 05577	Vendor Name CUSTOMIZED ENERGY SOLUTION LTD					Total Vendor Amount 436.21
Payment Type Check	Payment Number 202731			Payment Date 08/22/2022	Payment Amount 436.21	
Payable Number 1068202	Description April 2022 PJM Auction	Payable Date 05/12/2022	Due Date 05/12/2022	Discount Amount 0.00	Payable Amount 202.01	
1068808	May 22 Monthly PJM Auction	06/14/2022	06/14/2022	0.00	202.01	
1069345	June 22 Monthly PJM Auction	07/18/2022	07/18/2022	0.00	32.19	
Vendor Number INC1205	Vendor Name DIVE RIGHT IN SCUBA-PLAINFIELD					Total Vendor Amount 1,279.91
Payment Type Check	Payment Number 202732			Payment Date 08/22/2022	Payment Amount 1,279.91	
Payable Number 174142	Description Repair of SCUBA Face Masks	Payable Date 06/30/2022	Due Date 06/30/2022	Discount Amount 0.00	Payable Amount 1,279.91	
Vendor Number 04071	Vendor Name EJ EQUIPMENT, INC.					Total Vendor Amount 223.96
Payment Type Check	Payment Number 202733			Payment Date 08/22/2022	Payment Amount 223.96	
Payable Number P37937	Description Leader Hose 3/4 nwall/ Leader Hose 3/4x15	Payable Date 08/05/2022	Due Date 08/05/2022	Discount Amount 0.00	Payable Amount 223.96	
Vendor Number INC1206	Vendor Name ESSCOE, L.L.C.					Total Vendor Amount 2,592.00
Payment Type Check	Payment Number 202734			Payment Date 08/22/2022	Payment Amount 2,592.00	
Payable Number 53709	Description Part of the Cybersecurity Upgrades	Payable Date 08/12/2022	Due Date 08/12/2022	Discount Amount 0.00	Payable Amount 2,592.00	
Vendor Number INC1215	Vendor Name EVANS, GREGG					Total Vendor Amount 91.29
Payment Type Check	Payment Number 202735			Payment Date 08/22/2022	Payment Amount 91.29	
Payable Number 081022	Description Reimbursement for Food for Training	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 91.29	
Vendor Number 00204	Vendor Name FEDEX					Total Vendor Amount 61.20
Payment Type Check	Payment Number 202736			Payment Date 08/22/2022	Payment Amount 61.20	
Payable Number 7-822-60378	Description Overnight Shipping	Payable Date 07/18/2022	Due Date 07/18/2022	Discount Amount 0.00	Payable Amount 61.20	

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Vendor Number 04512	Vendor Name FEHR-GRAHAM & ASSOC.					Total Vendor Amount 2,767.50
Payment Type Check	Payment Number 202737				Payment Date 08/22/2022	Payment Amount 2,767.50
Payable Number 108362	Description Land Survey South Main St	Payable Date 06/30/2022	Due Date 06/30/2022	Discount Amount 0.00	Payable Amount 1,767.50	
109645	Railroad Engineering	07/31/2022	07/31/2022	0.00	1,000.00	
Vendor Number 01248	Vendor Name GRAINGER, INC.					Total Vendor Amount 78.98
Payment Type Check	Payment Number 202738				Payment Date 08/22/2022	Payment Amount 36.06
Payable Number 9400587391	Description Pipe Unthreaded 1x10 ft CPVC	Payable Date 08/04/2022	Due Date 08/04/2022	Discount Amount 0.00	Payable Amount 36.06	
Check	202739				08/22/2022	42.92
Payable Number 9408586452	Description Reinforced PVC Tubing	Payable Date 08/11/2022	Due Date 08/11/2022	Discount Amount 0.00	Payable Amount 42.92	
Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC					Total Vendor Amount 3,780.00
Payment Type Check	Payment Number 202740				Payment Date 08/22/2022	Payment Amount 3,780.00
Payable Number 081522	Description Trimmed Trees Week of Aug 8th	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 3,780.00	
Vendor Number 10256	Vendor Name HAWKINS, INC.					Total Vendor Amount 3,581.23
Payment Type Check	Payment Number 202741				Payment Date 08/22/2022	Payment Amount 3,581.23
Payable Number 6267445	Description Azone 15- 1 lb Blk Min-Bulk	Payable Date 08/12/2022	Due Date 08/12/2022	Discount Amount 0.00	Payable Amount 2,030.95	
6267715	Azone 15- 1 lb Blk Min-Bulk	08/16/2022	08/16/2022	0.00	1,550.28	
Vendor Number 01089	Vendor Name HUB-REMSEN PRINT GROUP					Total Vendor Amount 3,426.08
Payment Type Check	Payment Number 202742				Payment Date 08/22/2022	Payment Amount 3,426.08
Payable Number 7393	Description score cards	Payable Date 07/21/2022	Due Date 07/21/2022	Discount Amount 0.00	Payable Amount 596.14	
7468	postcard and postage for conversion information	08/08/2022	08/08/2022	0.00	2,829.94	
Vendor Number INC1212	Vendor Name HUDDLESTON, REBECCA					Total Vendor Amount 65.08
Payment Type Check	Payment Number 202743				Payment Date 08/22/2022	Payment Amount 65.08
Payable Number 081222	Description refund on final billed account	Payable Date 08/12/2022	Due Date 08/12/2022	Discount Amount 0.00	Payable Amount 65.08	
Vendor Number 01654	Vendor Name IIMC					Total Vendor Amount 200.00
Payment Type Check	Payment Number 202744				Payment Date 08/22/2022	Payment Amount 200.00
Payable Number 080322	Description IIMC Membership Fee	Payable Date 08/03/2022	Due Date 08/03/2022	Discount Amount 0.00	Payable Amount 200.00	

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Vendor Number 09953	Vendor Name IKANO DSL					Total Vendor Amount 250.00
Payment Type Check	Payment Number 202745			Payment Date 08/22/2022	Payment Amount 250.00	
Payable Number 16791847	Description Monthly Dial-up Bill	Payable Date 08/01/2022	Due Date 08/01/2022	Discount Amount 0.00	Payable Amount 250.00	
Vendor Number 09762	Vendor Name IL PUBLIC RISK FUND					Total Vendor Amount 21,414.00
Payment Type Check	Payment Number 202746			Payment Date 08/22/2022	Payment Amount 21,414.00	
Payable Number 75489	Description October 2022 Workers' Comp	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 21,414.00	
Vendor Number 03285	Vendor Name IL STATE POLICE					Total Vendor Amount 113.00
Payment Type Check	Payment Number 202747			Payment Date 08/22/2022	Payment Amount 113.00	
Payable Number 073122	Description Pre-Employment Screening	Payable Date 07/31/2022	Due Date 07/31/2022	Discount Amount 0.00	Payable Amount 113.00	
Vendor Number 06237	Vendor Name ILEAS					Total Vendor Amount 120.00
Payment Type Check	Payment Number 202748			Payment Date 08/22/2022	Payment Amount 120.00	
Payable Number DUES11264	Description ILEAS Dues	Payable Date 07/01/2022	Due Date 07/01/2022	Discount Amount 0.00	Payable Amount 120.00	
Vendor Number 10028	Vendor Name INSIGHT MOBILE DATA INC.					Total Vendor Amount 424.33
Payment Type Check	Payment Number 202749			Payment Date 08/22/2022	Payment Amount 424.33	
Payable Number 1330866	Description Street Eagle Pro Plan	Payable Date 08/01/2022	Due Date 08/01/2022	Discount Amount 0.00	Payable Amount 424.33	
Vendor Number 04339	Vendor Name IPELRA					Total Vendor Amount 798.00
Payment Type Check	Payment Number 202750			Payment Date 08/22/2022	Payment Amount 798.00	
Payable Number 081822	Description IPELRA Conference	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 798.00	
Vendor Number 07208	Vendor Name JAMES G. AHLBERG					Total Vendor Amount 120.00
Payment Type Check	Payment Number 202751			Payment Date 08/22/2022	Payment Amount 120.00	
Payable Number 2817	Description Review Police Reports, Hearings	Payable Date 08/08/2022	Due Date 08/08/2022	Discount Amount 0.00	Payable Amount 120.00	
Vendor Number 03047	Vendor Name JOE COOLING & SONS, INC.					Total Vendor Amount 476.00
Payment Type Check	Payment Number 202752			Payment Date 08/22/2022	Payment Amount 476.00	
Payable Number 195299	Description Dirt for ground restoration	Payable Date 08/03/2022	Due Date 08/03/2022	Discount Amount 0.00	Payable Amount 476.00	

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Vendor Number 05282	Vendor Name JOHNSON CONTROLS FIRE PROTECTION LP					Total Vendor Amount 1,554.55
Payment Type Check	Payment Number 202753			Payment Date 08/22/2022	Payment Amount 1,554.55	
Payable Number 23053452	Description fire alarm inspection	Payable Date 08/01/2022	Due Date 08/01/2022	Discount Amount 0.00	Payable Amount 1,554.55	
Vendor Number 05282	Vendor Name JOHNSON TRACTOR					Total Vendor Amount 1,471.61
Payment Type Check	Payment Number 202754			Payment Date 08/22/2022	Payment Amount 1,471.61	
Payable Number IR80914A	Description Rock Boss Chainsaw parts	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 23.44	
IR81116	Blade Kits	08/08/2022	08/08/2022	0.00	295.20	
IR81248	blower and two wed eaters	08/10/2022	08/10/2022	0.00	989.97	
IR81257	Blade/Filter/oil Engine/Blades	08/10/2022	08/10/2022	0.00	94.80	
IR81290	Oil 2.5 gal/ Oil Filter	08/11/2022	08/11/2022	0.00	68.20	
Vendor Number 01822	Vendor Name L&K ELECTRONICS					Total Vendor Amount 287.90
Payment Type Check	Payment Number 202755			Payment Date 08/22/2022	Payment Amount 287.90	
Payable Number 568	Description Portable Radio Repair	Payable Date 04/04/2022	Due Date 04/04/2022	Discount Amount 0.00	Payable Amount 93.61	
569	Headset Repair R8	04/01/2022	04/01/2022	0.00	60.00	
574	Replacement Portable Radio Ant.	05/06/2022	05/06/2022	0.00	64.00	
578	Replace Broken Ant. 1F20	06/15/2022	06/15/2022	0.00	70.29	
Vendor Number 10269	Vendor Name MARCO					Total Vendor Amount 78.79
Payment Type Check	Payment Number 202756			Payment Date 08/22/2022	Payment Amount 78.79	
Payable Number 31976024	Description Copier Rental	Payable Date 07/04/2022	Due Date 07/04/2022	Discount Amount 0.00	Payable Amount 78.79	
Vendor Number 09025	Vendor Name MASTERBLEND INTERNATIONAL					Total Vendor Amount 1,042.00
Payment Type Check	Payment Number 202757			Payment Date 08/22/2022	Payment Amount 1,042.00	
Payable Number 63066	Description chemiclas/fertilizer	Payable Date 08/08/2022	Due Date 08/08/2022	Discount Amount 0.00	Payable Amount 1,042.00	
Vendor Number 09877	Vendor Name MICHIG ENERGY, LTD.					Total Vendor Amount 49,905.58
Payment Type Check	Payment Number 202758			Payment Date 08/22/2022	Payment Amount 49,905.58	
Payable Number 7951867	Description FUEL FOR CATS TANK #1 13,14,15	Payable Date 08/05/2022	Due Date 08/05/2022	Discount Amount 0.00	Payable Amount 24,074.32	
7951868	FUEL FOR CATS TANK #2 16,17,18	08/05/2022	08/05/2022	0.00	25,831.26	
Vendor Number 00415	Vendor Name NAPA AUTO PARTS ROCHELLE					Total Vendor Amount 763.34
Payment Type Check	Payment Number 202759			Payment Date 08/22/2022	Payment Amount 265.86	
Payable Number 033117	Description Automotive Battery	Payable Date 07/02/2022	Due Date 07/02/2022	Discount Amount 0.00	Payable Amount 205.88	
033986	Wiper Blades T10	07/15/2022	07/15/2022	0.00	59.98	
Check 202760				Payment Date 08/22/2022	Payment Amount 497.48	
Payable Number 036051	Description Tarp Ties/Hydr Fluid/posts/battery	Payable Date 08/16/2022	Due Date 08/16/2022	Discount Amount 0.00	Payable Amount 288.03	
036058	Quality Hose/battery cable/funnels	08/16/2022	08/16/2022	0.00	19.56	

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036068	1gal rtu antifreeze	08/16/2022	08/16/2022	0.00	51.96
5033-35983	Brake Tubing/flaring Tool/Cutter	08/15/2022	08/15/2022	0.00	137.93
Vendor Number	Vendor Name	Total Vendor Amount			
01659	NICOR	164.17			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202761	08/22/2022	164.17		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
04965710009-080822	Natural gas FBO office	08/08/2022	08/08/2022	0.00	54.42
42790561023-081122	nicor pro shop	08/11/2022	08/11/2022	0.00	57.28
47219432557-080822	natural gas Comm Hangar	08/08/2022	08/08/2022	0.00	52.47
Vendor Number	Vendor Name	Total Vendor Amount			
07379	NORTHERN ILLINOIS DISPOSAL SVCS	108.78			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202762	08/22/2022	108.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
21555392T086	Empty dumpster	08/01/2022	08/01/2022	0.00	57.06
21555396T086	Dumpster Rental	08/01/2022	08/01/2022	0.00	51.72
Vendor Number	Vendor Name	Total Vendor Amount			
INC1060	ORBIS SOLUTIONS, INC.	55,695.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202763	08/22/2022	55,695.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5573398	Equipment for the Orbis Security install	08/05/2022	08/05/2022	0.00	55,695.00
Vendor Number	Vendor Name	Total Vendor Amount			
08891	O'REILLY AUTO PARTS	17.48			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202764	08/22/2022	17.48		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
4304-444130	Adapter/Coupler	07/05/2022	07/05/2022	0.00	17.48
Vendor Number	Vendor Name	Total Vendor Amount			
INC1010	PACE ANALYTICAL SERVICES, LLC	1,363.81			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202765	08/22/2022	1,363.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
I9523039	Fluoride by Probe	08/10/2022	08/10/2022	0.00	78.19
I9523100	Disinfectant Byproducts PKg	08/10/2022	08/10/2022	0.00	108.60
I9523255	lead/Copper Package	08/11/2022	08/11/2022	0.00	30.41
I9523256	Lead /Copper Package	08/11/2022	08/11/2022	0.00	30.41
I9523257	lead/Copper Package	08/11/2022	08/11/2022	0.00	60.82
I9523258	lead/Copper Package	08/11/2022	08/11/2022	0.00	456.12
I9523259	Lead /Copper Package	08/11/2022	08/11/2022	0.00	30.41
I9523798	ion Chromotography/Phosphate/Nitrogen	08/16/2022	08/16/2022	0.00	568.85
Vendor Number	Vendor Name	Total Vendor Amount			
10410	PAVIA, PETER	176.88			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202766	08/22/2022	176.88		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
071222	Training Travel Reimbursement	07/12/2022	07/12/2022	0.00	176.88
Vendor Number	Vendor Name	Total Vendor Amount			
INC1110	PEST CONTROL CONSULTANTS ILLINOIS	350.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202767	08/22/2022	350.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
392114	Pest Control Wells	08/11/2022	08/11/2022	0.00	200.00

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392151	Pest Control	08/11/2022	08/11/2022	0.00	150.00
Vendor Number	Vendor Name	Total Vendor Amount			
INC1213	PRECISION ARMS OF INDIANA	2,297.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202768	08/22/2022	2,297.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
ROCHELLE2022-1	3 new duty weapons and spare magazines	04/28/2022	04/28/2022	0.00	2,297.00
Vendor Number	Vendor Name	Total Vendor Amount			
01154	PRESCOTT BROS. FORD	4,573.73			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202769	08/22/2022	4,573.73		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
073122	July Sales Tax Rebate	07/31/2022	07/31/2022	0.00	4,573.73
Vendor Number	Vendor Name	Total Vendor Amount			
INC1155	R.P. HOME & HARVEST	86.92			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202770	08/22/2022	86.92		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1816287	Replacement Guage	08/08/2022	08/08/2022	0.00	14.98
1822792	Vehicle Washing Supplies	08/10/2022	08/10/2022	0.00	71.94
Vendor Number	Vendor Name	Total Vendor Amount			
10851	RADIAN RESEARCH INC	1,850.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202771	08/22/2022	1,850.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
P559892	Customer Site Accuracy Re-Cert	08/12/2022	08/12/2022	0.00	1,850.00
Vendor Number	Vendor Name	Total Vendor Amount			
05634	RED WING SHOE STORE	786.22			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202772	08/22/2022	786.22		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
983-1-55050	Tod L. - Boots	07/14/2022	07/14/2022	0.00	293.24
983-1-55051	Dwayne R - Boots	07/14/2022	07/14/2022	0.00	229.49
983-1-55570	HR Risk Boots	07/28/2022	07/28/2022	0.00	263.49
Vendor Number	Vendor Name	Total Vendor Amount			
00496	RK DIXON CO.	165.30			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202773	08/22/2022	165.30		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IN3806436	City Hall Copier	08/16/2022	08/16/2022	0.00	165.30
Vendor Number	Vendor Name	Total Vendor Amount			
10207	ROCHELLE ACE HARDWARE	224.76			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202774	08/22/2022	32.31		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
073122-FIRE	Painting Supplies, Light BULbs	07/31/2022	07/31/2022	0.00	32.31
Check	202775	08/22/2022	192.45		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
073122-FIRE2	Building Paint and Supplies	07/31/2022	07/31/2022	0.00	192.45

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Vendor Number	Vendor Name					Total Vendor Amount
00508	ROCHELLE COMMUNITY HOSPITAL					554.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202776			08/22/2022	554.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00007830-00	Fire POC Test	07/31/2022	07/31/2022	0.00	333.00	
7804-00	Pre-employment Physical Berkley	07/05/2022	07/05/2022	0.00	221.00	
Vendor Number	Vendor Name					Total Vendor Amount
00506	ROCHELLE IL CHAMBER OF COMMERCE					220.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202777			08/22/2022	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081022	Autumn Chamber Leadership 2022/2023	08/10/2022	08/10/2022	0.00	220.00	
Vendor Number	Vendor Name					Total Vendor Amount
00517	ROCHELLE NEWS-LEADER					181.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202778			08/22/2022	181.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV158459	Newspaper Ad	07/06/2022	07/06/2022	0.00	38.50	
INV164684	RFP for Risk Ins	07/31/2022	07/31/2022	0.00	71.50	
INV164720	RFP for Risk Ins	07/31/2022	07/31/2022	0.00	71.50	
Vendor Number	Vendor Name					Total Vendor Amount
00521	ROGERS READY-MIX & MATERIALS					354.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202779			08/22/2022	354.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
288477	7th ave and 2nd st Concrete	08/05/2022	08/05/2022	0.00	354.00	
Vendor Number	Vendor Name					Total Vendor Amount
00294	SECURITY LOCK INC.					863.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202780			08/22/2022	863.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13664	HR Door Lock	08/15/2022	08/15/2022	0.00	863.00	
Vendor Number	Vendor Name					Total Vendor Amount
09833	STAPLES BUSINESS CREDIT					449.13
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202781			08/22/2022	449.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7361650649-0-1	Post its/whiteout/clipboards/AAA batteries	08/09/2022	08/09/2022	0.00	68.85	
7361650649-0-2	10ft HDMI Cables	08/11/2022	08/11/2022	0.00	16.58	
7361650649-0-3	Display port Mini to HDMI	08/10/2022	08/10/2022	0.00	43.98	
7362084926-0-1	Building Supplies	08/12/2022	08/12/2022	0.00	15.56	
7362348572-0-1	Anti-Fatigue Mats	08/09/2022	08/09/2022	0.00	267.29	
7362577454-0-1	office supplies	08/08/2022	08/08/2022	0.00	36.87	
Vendor Number	Vendor Name					Total Vendor Amount
10135	STORMWATERONE.COM					499.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202782			08/22/2022	499.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV-3424	Training & Cert Municipal Sep Storm Sew System MS4	08/17/2022	08/17/2022	0.00	499.00	

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Vendor Number 10977	Vendor Name SUNBELT TRANSFORMER, LTD					Total Vendor Amount 22,000.00
Payment Type Check	Payment Number 202783			Payment Date 08/22/2022	Payment Amount 22,000.00	
Payable Number CD970085363	Description Power Plant Transformer Rental	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 22,000.00	
Vendor Number 09526	Vendor Name TIMBERMEN TREE SERVICE					Total Vendor Amount 1,810.00
Payment Type Check	Payment Number 202784			Payment Date 08/22/2022	Payment Amount 1,810.00	
Payable Number 072222	Description tree removal	Payable Date 07/22/2022	Due Date 07/22/2022	Discount Amount 0.00	Payable Amount 800.00	
Payable Number 072722-2	Description tree removal	Payable Date 07/27/2022	Due Date 07/27/2022	Discount Amount 0.00	Payable Amount 1,010.00	
Vendor Number 10445	Vendor Name TRI-CITY ELECTRIC COMPANY OF IOWA					Total Vendor Amount 811,845.00
Payment Type Check	Payment Number 202785			Payment Date 08/22/2022	Payment Amount 811,845.00	
Payable Number 274051	Description Power Plant Transformer Upgrade	Payable Date 08/09/2022	Due Date 08/09/2022	Discount Amount 0.00	Payable Amount 811,845.00	
Vendor Number 07180	Vendor Name ULINE					Total Vendor Amount 715.77
Payment Type Check	Payment Number 202786			Payment Date 08/22/2022	Payment Amount 715.77	
Payable Number 152457762	Description Pallet Truck	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 715.77	
Vendor Number 00991	Vendor Name USA BLUEBOOK					Total Vendor Amount 858.30
Payment Type Check	Payment Number 202787			Payment Date 08/22/2022	Payment Amount 858.30	
Payable Number 072026	Description Nutrient Buffer/Filter Membrane/Chlorine/Tubing	Payable Date 08/09/2022	Due Date 08/09/2022	Discount Amount 0.00	Payable Amount 663.60	
Payable Number 072227	Description Ethanol 95% 1 Liter/Pyrex Economy Buret	Payable Date 08/09/2022	Due Date 08/09/2022	Discount Amount 0.00	Payable Amount 194.70	
Vendor Number INC1211	Vendor Name UW MADISON ACCOUNTING SERVICES					Total Vendor Amount 6,300.00
Payment Type Check	Payment Number 202788			Payment Date 08/22/2022	Payment Amount 6,300.00	
Payable Number AR0107561	Description Public Utility Institute Tuition - 5 staff	Payable Date 08/16/2022	Due Date 08/16/2022	Discount Amount 0.00	Payable Amount 6,300.00	
Vendor Number 09028	Vendor Name VERIZON CONNECT NWF, INC.					Total Vendor Amount 113.33
Payment Type Check	Payment Number 202789			Payment Date 08/22/2022	Payment Amount 113.33	
Payable Number OSV000002833229	Description Vehicle tracking and diagnostic services	Payable Date 08/01/2022	Due Date 08/01/2022	Discount Amount 0.00	Payable Amount 113.33	
Vendor Number 01104	Vendor Name VERIZON WIRELESS					Total Vendor Amount 79.04
Payment Type Check	Payment Number 202790			Payment Date 08/22/2022	Payment Amount 79.04	
Payable Number 9911597539	Description Verizon Data Line	Payable Date 07/20/2022	Due Date 07/20/2022	Discount Amount 0.00	Payable Amount 79.04	

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Vendor Number 10553	Vendor Name WEX BANK					Total Vendor Amount 1,750.98
Payment Type Check	Payment Number 202791				Payment Date 08/22/2022	Payment Amount 1,750.98
Payable Number JULY 2022-FIRE	Description Fuel	Payable Date 07/23/2022	Due Date 07/23/2022	Discount Amount 0.00	Payable Amount 1,750.98	
Vendor Number INC1208	Vendor Name WITTENBURG, MICHAEL					Total Vendor Amount 105.00
Payment Type Check	Payment Number 202792				Payment Date 08/22/2022	Payment Amount 105.00
Payable Number 070722	Description Security deposit refund on hangar B-5	Payable Date 07/07/2022	Due Date 07/07/2022	Discount Amount 0.00	Payable Amount 105.00	
Vendor Number INC1194	Vendor Name ZICK, BRITTNEY					Total Vendor Amount 157.56
Payment Type Check	Payment Number 202793				Payment Date 08/22/2022	Payment Amount 157.56
Payable Number 080322	Description Mileage for dropping off Safety Equip	Payable Date 08/03/2022	Due Date 08/03/2022	Discount Amount 0.00	Payable Amount 30.19	
Payable Number 080522	Description Postage for USPS IMIC notice	Payable Date 08/05/2022	Due Date 08/05/2022	Discount Amount 0.00	Payable Amount 127.37	

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	151	87	0.00	1,042,239.88
Packet Totals:		151	87	0.00	1,042,239.88

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-1,042,239.88
Packet Totals:		-1,042,239.88



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Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
	Void					0.00
Payment Type	Payment Number			Payment Date	Payment Amount	
**Void Check	202867			08/29/2022	0.00	
**Void Check	202886			08/29/2022	0.00	
Vendor Number	Vendor Name					Total Vendor Amount
10151	ALTORFER INDUSTRIES, INC					113.11
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202811			08/29/2022	113.11	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
P52C0166161	Radiator sensor switch	08/15/2022	08/15/2022	0.00	113.11	
Vendor Number	Vendor Name					Total Vendor Amount
10663	AMAZON CAPITAL SERVICES					2,785.57
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202812			08/29/2022	2,785.57	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
14JJ-MRHF-HPG7	Office Supplies	08/19/2022	08/19/2022	0.00	41.70	
179K-4NFG-J1MY	Small Battery Backup Devices	08/19/2022	08/19/2022	0.00	824.80	
1DQQ-169Q-1Q1M	Council Chambers Curtains	08/23/2022	08/23/2022	0.00	285.11	
1F6N-HHT7-9JPK	Candy for parades	08/23/2022	08/23/2022	0.00	149.88	
1HV1-1FDN-9LTR	Pedaflex Hanging File Folders	08/23/2022	08/23/2022	0.00	34.44	
1NQQ-NWJ1-69F1	Metal Bistro Set	08/24/2022	08/24/2022	0.00	772.71	
1RGY-H9HK-D4Q3	18" brush/file frame/clamp holder/ziplocs/wipes	08/24/2022	08/24/2022	0.00	206.93	
1WKD-RKVX-7GP3	SSD Hard Drives	08/18/2022	08/18/2022	0.00	470.00	
Vendor Number	Vendor Name					Total Vendor Amount
00040	ANDERSON PLUMBING & HTG, INC					1,173.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202813			08/29/2022	1,173.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
105800	1x3/4 Comp M Adapter - N 11th st	08/18/2022	08/18/2022	0.00	162.72	
105844	1074 Meadow Lane - replace Water Line	08/23/2022	08/23/2022	0.00	1,011.00	
Vendor Number	Vendor Name					Total Vendor Amount
01850	ANIXTER, INC					1,771.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202814			08/29/2022	1,771.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5411824-00	Minor Inv #521,641	08/17/2022	08/17/2022	0.00	1,034.50	
5416466-00	Minor Inv #53,535,1093,1169,1940	08/22/2022	08/22/2022	0.00	737.14	
Vendor Number	Vendor Name					Total Vendor Amount
INC1219	ARTLIP AND SONS, INC.					936.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202815			08/29/2022	936.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0205573	Clean condenser coils for HVAC equipment	08/19/2022	08/19/2022	0.00	936.00	

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Vendor Number	Vendor Name					Total Vendor Amount
10627	BERG'S MOBILE FABRICATION & REPAIR					3,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202816			08/29/2022	3,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082122	38 West and Jack Dame Gate	08/21/2022	08/21/2022	0.00	3,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
09639	BROOKS, SARAH					1,474.91
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202817			08/29/2022	1,474.91	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081722	Conference Reimbursement	08/17/2022	08/17/2022	0.00	1,474.91	
Vendor Number	Vendor Name					Total Vendor Amount
07332	BURRIS EQUIPMENT					521.38
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202818			08/29/2022	521.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PS3009938-1	hydraulic cylinder	08/18/2022	08/18/2022	0.00	436.79	
PS3009938-2	lift yoke	08/18/2022	08/18/2022	0.00	84.59	
Vendor Number	Vendor Name					Total Vendor Amount
00540	CARDOTT, CHRIS					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202819			08/29/2022	40.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082222	Cel Phone Reimbursement	08/22/2022	08/22/2022	0.00	40.00	
Vendor Number	Vendor Name					Total Vendor Amount
08113	CARUS LLC					5,195.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202820			08/29/2022	5,195.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SLS 10102788	Carus/Carusol	08/23/2022	08/23/2022	0.00	5,195.30	
Vendor Number	Vendor Name					Total Vendor Amount
10707	CEANTAR SIORALAINN INC.					143.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202821			08/29/2022	143.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1021	Dry cleaning for jail blankets	08/14/2022	08/14/2022	0.00	143.00	
Vendor Number	Vendor Name					Total Vendor Amount
09112	CINTAS					1,044.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202822			08/29/2022	554.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4128650943	Rags & Rugs	08/17/2022	08/17/2022	0.00	76.42	
4128650987	RR Park Mats	08/17/2022	08/17/2022	0.00	31.63	
4128651008	Water rec mats	08/17/2022	08/17/2022	0.00	146.70	
4128651066	Mats/Lab Coats	08/17/2022	08/17/2022	0.00	67.49	
4129155020	Floor Mats Weeekly	08/23/2022	08/23/2022	0.00	59.73	
4129155026	MATS AND TOWELS	08/23/2022	08/23/2022	0.00	172.04	
Check	202823			08/29/2022	490.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5121570611	Tech Center First Aid Cabinet	08/23/2022	08/23/2022	0.00	93.66	
5121570662	MEDICINE CABINETS	08/23/2022	08/23/2022	0.00	151.00	
5121570679	Med Cabinet Check	08/23/2022	08/23/2022	0.00	246.02	

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Vendor Number	Vendor Name					Total Vendor Amount
06447	COMCAST					7,615.05
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202824			08/29/2022	7,615.05	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
CN.220513.02	2nd ave- 24ct fiber/conduit damage repair	08/08/2022	08/08/2022	0.00	7,615.05	

Vendor Number	Vendor Name					Total Vendor Amount
03707	CONSERV FS					6,194.52
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202825			08/29/2022	6,194.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
23015300	gas	08/05/2022	08/05/2022	0.00	765.40	
23015301	diesel	08/05/2022	08/05/2022	0.00	458.15	
23015353	diesel fuel for tractor	08/12/2022	08/12/2022	0.00	652.37	
47003617	Fuel for daily operations	08/16/2022	08/16/2022	0.00	1,233.13	
47003618	Fuel for daily operations	08/16/2022	08/16/2022	0.00	333.67	
47003619	Fuel for daily operations	08/16/2022	08/16/2022	0.00	2,751.80	

Vendor Number	Vendor Name					Total Vendor Amount
00143	CRESCENT ELECTRIC SUPPLY					2,720.42
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202826			08/29/2022	2,720.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
S510617868.001	3" PVC 90° elbow/1"&3" Couplings	08/18/2022	08/18/2022	0.00	463.11	
S510618622.001	2-2-4 Aluminum URD Wire	08/18/2022	08/18/2022	0.00	2,257.31	

Vendor Number	Vendor Name					Total Vendor Amount
01720	CUMMINS SALES & SERVICE					982.06
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202827			08/29/2022	982.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
F2-70023	E4 EGR Repair	08/22/2022	08/22/2022	0.00	982.06	

Vendor Number	Vendor Name					Total Vendor Amount
04492	DELL MARKETING L.P.					7,104.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202828			08/29/2022	7,104.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10607870876	Laptops, Mini PC, Docking Station Monitor	08/17/2022	08/17/2022	0.00	7,104.69	

Vendor Number	Vendor Name					Total Vendor Amount
07065	DISH					57.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202829			08/29/2022	57.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081722	Monthly Dish Services	08/17/2022	08/17/2022	0.00	57.08	

Vendor Number	Vendor Name					Total Vendor Amount
10763	DTS					15,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202830			08/29/2022	15,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1453328	DTS Services	08/17/2022	08/17/2022	0.00	15,000.00	

Vendor Number	Vendor Name					Total Vendor Amount
02147	DUVAL, RONALD L.					1,250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202831			08/29/2022	1,250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
080322	Municipal Band 1/2 Salary	08/03/2022	08/03/2022	0.00	1,250.00	

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Vendor Number 10953	Vendor Name EXTREME RENTALS					Total Vendor Amount 1,250.00
Payment Type Check	Payment Number 202832				Payment Date 08/29/2022	Payment Amount 1,250.00
Payable Number 10066	Description Bounce Houses - Hay Day	Payable Date 08/23/2022	Due Date 08/23/2022	Discount Amount 0.00	Payable Amount 1,250.00	
Vendor Number 03396	Vendor Name FASTENAL					Total Vendor Amount 4.56
Payment Type Check	Payment Number 202833				Payment Date 08/29/2022	Payment Amount 4.56
Payable Number ILROH99445	Description NUTS FOR #3 ENGINE CAM BEARINGS	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 4.56	
Vendor Number 01775	Vendor Name FLAGG TWP MUSEUM & HISTORICAL SOCIETY					Total Vendor Amount 2,000.00
Payment Type Check	Payment Number 202834				Payment Date 08/29/2022	Payment Amount 2,000.00
Payable Number 081722	Description Flagg Twp Museum Contribution	Payable Date 08/17/2022	Due Date 08/17/2022	Discount Amount 0.00	Payable Amount 2,000.00	
Vendor Number 10163	Vendor Name FRIDAY, MARGARET					Total Vendor Amount 40.00
Payment Type Check	Payment Number 202835				Payment Date 08/29/2022	Payment Amount 40.00
Payable Number 081822	Description Cel Phone Reimbursement	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 40.00	
Vendor Number 10531	Vendor Name FS.COM INC.					Total Vendor Amount 111.90
Payment Type Check	Payment Number 202836				Payment Date 08/29/2022	Payment Amount 111.90
Payable Number IN102208190206	Description Fiber Demarc Hardware	Payable Date 08/19/2022	Due Date 08/19/2022	Discount Amount 0.00	Payable Amount 105.90	
Payable Number IN102208190477	Description Fiber Demarc Hardware	Payable Date 08/19/2022	Due Date 08/19/2022	Discount Amount 0.00	Payable Amount 6.00	
Vendor Number 03782	Vendor Name GASVODA & ASSOCIATES, INC.					Total Vendor Amount 1,277.80
Payment Type Check	Payment Number 202837				Payment Date 08/29/2022	Payment Amount 1,277.80
Payable Number INV22MSR0194	Description Hose Kit, Natural Rubber w/ 2 Clamps	Payable Date 08/19/2022	Due Date 08/19/2022	Discount Amount 0.00	Payable Amount 1,277.80	
Vendor Number 10406	Vendor Name GERARD, MATTHEW					Total Vendor Amount 4,233.88
Payment Type Check	Payment Number 202838				Payment Date 08/29/2022	Payment Amount 4,233.88
Payable Number 081622	Description Facade Grant	Payable Date 08/16/2022	Due Date 08/16/2022	Discount Amount 0.00	Payable Amount 4,233.88	
Vendor Number INC1220	Vendor Name GIBSON-STINNETT, LEE ANN					Total Vendor Amount 5,000.00
Payment Type Check	Payment Number 202839				Payment Date 08/29/2022	Payment Amount 5,000.00
Payable Number 081622	Description Facade Grant	Payable Date 08/16/2022	Due Date 08/16/2022	Discount Amount 0.00	Payable Amount 5,000.00	

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Vendor Number 01754	Vendor Name GORDON FLESCH CO., INC					Total Vendor Amount 174.15
Payment Type Check	Payment Number 202840				Payment Date 08/29/2022	Payment Amount 174.15
Payable Number IN13855922	Description Monthly Usage Fees	Payable Date 08/25/2022	Due Date 08/25/2022	Discount Amount 0.00	Payable Amount 174.15	
Vendor Number 01248	Vendor Name GRAINGER, INC.					Total Vendor Amount 17.32
Payment Type Check	Payment Number 202841				Payment Date 08/29/2022	Payment Amount 17.32
Payable Number 940295484	Description Flange Gasket 1/2"	Payable Date 08/08/2022	Due Date 08/08/2022	Discount Amount 0.00	Payable Amount 9.00	
Payable Number 9406440165	Description Flange Gasket 1/2"	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 8.32	
Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC					Total Vendor Amount 5,040.00
Payment Type Check	Payment Number 202842				Payment Date 08/29/2022	Payment Amount 5,040.00
Payable Number 082222	Description Trimmed/Removed Trees Week of Aug 15th	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 5,040.00	
Vendor Number 10698	Vendor Name HELM SERVICE					Total Vendor Amount 425.00
Payment Type Check	Payment Number 202843				Payment Date 08/29/2022	Payment Amount 425.00
Payable Number FRE135704	Description Service call for HVAC compressure failure	Payable Date 08/07/2022	Due Date 08/07/2022	Discount Amount 0.00	Payable Amount 425.00	
Vendor Number 00837	Vendor Name HIGBY, ERIC					Total Vendor Amount 40.00
Payment Type Check	Payment Number 202844				Payment Date 08/29/2022	Payment Amount 40.00
Payable Number 031622	Description Cel Phone Reimbursement - Higby	Payable Date 03/16/2022	Due Date 03/16/2022	Discount Amount 0.00	Payable Amount 40.00	
Vendor Number 06754	Vendor Name HINCKLEY SPRINGS					Total Vendor Amount 454.13
Payment Type Check	Payment Number 202845				Payment Date 08/29/2022	Payment Amount 454.13
Payable Number 10164186 081522	Description Bottled Water	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 317.31	
Payable Number 10905047 081122	Description Water Cooler	Payable Date 08/11/2022	Due Date 08/11/2022	Discount Amount 0.00	Payable Amount 136.82	
Vendor Number 01089	Vendor Name HUB-REMSEN PRINT GROUP					Total Vendor Amount 587.18
Payment Type Check	Payment Number 202846				Payment Date 08/29/2022	Payment Amount 587.18
Payable Number 7551	Description Truck Route Maps	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 587.18	
Vendor Number 01168	Vendor Name IL DEPT OF PUBLIC HEALTH					Total Vendor Amount 1,020.00
Payment Type Check	Payment Number 202847				Payment Date 08/29/2022	Payment Amount 1,020.00
Payable Number 080822	Description Illinois Department of Public Health	Payable Date 08/08/2022	Due Date 08/08/2022	Discount Amount 0.00	Payable Amount 1,020.00	

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Vendor Number 00286	Vendor Name IL MUNICIPAL UTILITIES ASSOC					Total Vendor Amount 1,609.50
Payment Type Check	Payment Number 202848				Payment Date 08/29/2022	Payment Amount 1,609.50
Payable Number TV-22-003	Description TVPPA Lab 3/4 Jake B	Payable Date 08/11/2022	Due Date 08/11/2022	Discount Amount 0.00	Payable Amount 1,609.50	
Vendor Number 03285	Vendor Name IL STATE POLICE					Total Vendor Amount 232.88
Payment Type Check	Payment Number 202849				Payment Date 08/29/2022	Payment Amount 232.88
Payable Number 082222	Description 911 Voip Charges	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 232.88	
Vendor Number 05282	Vendor Name JOHNSON TRACTOR					Total Vendor Amount 102.84
Payment Type Check	Payment Number 202850				Payment Date 08/29/2022	Payment Amount 102.84
Payable Number IR81231	Description X-mark oil	Payable Date 08/09/2022	Due Date 08/09/2022	Discount Amount 0.00	Payable Amount 35.97	
Payable Number IR81482	Description htdraulic hose	Payable Date 08/19/2022	Due Date 08/19/2022	Discount Amount 0.00	Payable Amount 66.87	
Vendor Number 09444	Vendor Name KALEEL'S CLOTHING					Total Vendor Amount 660.00
Payment Type Check	Payment Number 202851				Payment Date 08/29/2022	Payment Amount 660.00
Payable Number 080522-007	Description Ryan Miller Clothes	Payable Date 08/05/2022	Due Date 08/05/2022	Discount Amount 0.00	Payable Amount 88.00	
Payable Number 081522-008	Description Danny keller- Clothes	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 572.00	
Vendor Number 10032	Vendor Name LARSON & LARSON BUILDERS, INC.					Total Vendor Amount 283,051.35
Payment Type Check	Payment Number 202852				Payment Date 08/29/2022	Payment Amount 283,051.35
Payable Number PAY EST#8-WELL #4	Description Well 4	Payable Date 08/10/2022	Due Date 08/10/2022	Discount Amount 0.00	Payable Amount 283,051.35	
Vendor Number 00342	Vendor Name LAWSON PRODUCTS, INC.					Total Vendor Amount 284.26
Payment Type Check	Payment Number 202853				Payment Date 08/29/2022	Payment Amount 284.26
Payable Number 9309847092	Description 7/16-14 Hex Screw/3/4-10 Screw/Lube Fitting/bit	Payable Date 08/17/2022	Due Date 08/17/2022	Discount Amount 0.00	Payable Amount 284.26	
Vendor Number 00356	Vendor Name MACKLIN INCORPORATED					Total Vendor Amount 304.25
Payment Type Check	Payment Number 202854				Payment Date 08/29/2022	Payment Amount 304.25
Payable Number 51143	Description Road Rock for Street Dept. Stock	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 139.08	
Payable Number 51147	Description 2" Clean- Water Dept	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 165.17	
Vendor Number 10563	Vendor Name MEDICARE PART B					Total Vendor Amount 370.70
Payment Type Check	Payment Number 202855				Payment Date 08/29/2022	Payment Amount 370.70
Payable Number 081122	Description Ambulance Refund - J Faaborg	Payable Date 08/11/2022	Due Date 08/11/2022	Discount Amount 0.00	Payable Amount 370.70	

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Vendor Number	Vendor Name					Total Vendor Amount
09877	MICHLIG ENERGY, LTD.					20,171.26
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202856			08/29/2022	20,171.26	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
4384580	auto fuel for mowers	08/16/2022	08/16/2022	0.00	1,169.03	
7951933	DIESEL FUEL FOR PEAKER PLANT	08/10/2022	08/10/2022	0.00	9,281.03	
7951988	40 WT MYSELLA S3 Z 40 OIL FOR PEAKER #1 ENGINE	08/16/2022	08/16/2022	0.00	9,721.20	
Vendor Number	Vendor Name					Total Vendor Amount
01726	MIDWEST MAILWORKS, INC					129.21
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202857			08/29/2022	129.21	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
238074	complete mailroom service	08/12/2022	08/12/2022	0.00	129.21	
Vendor Number	Vendor Name					Total Vendor Amount
00415	NAPA AUTO PARTS ROCHELLE					754.57
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202858			08/29/2022	406.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
036274	Battery/Core dep/Oil Filter	08/18/2022	08/18/2022	0.00	157.88	
036275	Core Deposit	08/18/2022	08/18/2022	0.00	-18.00	
036276	Battery/Core dep/Oil Filter/oil	08/18/2022	08/18/2022	0.00	217.85	
036456	Tire rep emerg kit	08/22/2022	08/22/2022	0.00	48.67	
Check	202859			08/29/2022	348.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
036537	Vehicle supplies	08/23/2022	08/23/2022	0.00	348.17	
Vendor Number	Vendor Name					Total Vendor Amount
01659	NICOR					278.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202860			08/29/2022	278.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
64574710006-081522	NICOR GAS FOR PEAKER PLANT	08/15/2022	08/15/2022	0.00	278.85	
Vendor Number	Vendor Name					Total Vendor Amount
05859	P.F. PETTIBONE & CO.					26.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202861			08/29/2022	26.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
182548	ID Cards for Ofcs Jackson & Brass	08/03/2022	08/03/2022	0.00	26.00	
Vendor Number	Vendor Name					Total Vendor Amount
INC1010	PACE ANALYTICAL SERVICES, LLC					354.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202862			08/29/2022	354.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
19523681	Glyphosate by HPLC	08/15/2022	08/15/2022	0.00	228.06	
19523966	Environemnt fee/pickup fee/ sulfate/distillation	08/17/2022	08/17/2022	0.00	126.63	
Vendor Number	Vendor Name					Total Vendor Amount
INC1110	PEST CONTROL CONSULTANTS ILLINOIS					170.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202863			08/29/2022	170.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
394032	Pest Control -Water Rec	08/18/2022	08/18/2022	0.00	65.00	
394152	Pest Control	08/18/2022	08/18/2022	0.00	50.00	
394372	Exterminator	08/19/2022	08/19/2022	0.00	55.00	

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Vendor Number	Vendor Name					Total Vendor Amount
00693	PETTY CASH - POLICE DEPT					13.84
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202864			08/29/2022	13.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081622	Reimburse petty cash for 501 training	08/16/2022	08/16/2022	0.00	13.84	
Vendor Number	Vendor Name					Total Vendor Amount
05827	PHENOVA, INC.					584.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202865			08/29/2022	584.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
185463	WP Micro Quantitative	08/15/2022	08/15/2022	0.00	584.20	
Vendor Number	Vendor Name					Total Vendor Amount
06142	QUEENS TRUCKING & CONSTRUCTION					28,457.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202866			08/29/2022	28,457.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
29247	Hauling to Landfill	08/02/2022	08/02/2022	0.00	4,201.50	
29324	Main st & 5th Ave- curb repair	08/10/2022	08/10/2022	0.00	777.00	
29325	2nd st/6th ave- coured sewer patch-new concrete	08/10/2022	08/10/2022	0.00	777.00	
29330	Garfield dr/ landscaping	08/10/2022	08/10/2022	0.00	937.00	
29331	14th st 6th Ave- repaired curb/sidewalk	08/10/2022	08/10/2022	0.00	1,037.00	
29332	7th ave/2nd st- repaired curb/sidewalk	08/10/2022	08/10/2022	0.00	937.00	
29333	3rd st/6th ave- restored ground around hydrant	08/10/2022	08/10/2022	0.00	937.00	
29334	212 Linder Ln- Replaced Hydrant	08/10/2022	08/10/2022	0.00	2,651.00	
29335	38/ Walmart Dr- grounds restore	08/10/2022	08/10/2022	0.00	1,874.00	
29337	2nd st/7th ave-replaced sewer pipe	08/10/2022	08/10/2022	0.00	2,331.00	
29338	2nd st/6th ave-releaf cut gutter/new pour	08/10/2022	08/10/2022	0.00	388.50	
29388	Well 4 Ground restoration	08/16/2022	08/16/2022	0.00	2,587.00	
29389	2nd st/7th ave- sidewalk repair	08/16/2022	08/16/2022	0.00	2,194.00	
29390	Sidewalk and grounds restoration	08/16/2022	08/16/2022	0.00	2,694.00	
29398	9th ave-5th ave Light Pole Landscaping	08/24/2022	08/24/2022	0.00	2,513.50	
298336	38/walmart dr- leavel/seed/fertilized ground	08/10/2022	08/10/2022	0.00	1,620.50	
Vendor Number	Vendor Name					Total Vendor Amount
04575	ROCHELLE ELEMENTARY SCHOOL					4,202.31
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202868			08/29/2022	4,202.31	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081822	Northern Gateway TIF allocation per agreement	08/18/2022	08/18/2022	0.00	4,202.31	
Vendor Number	Vendor Name					Total Vendor Amount
00506	ROCHELLE IL CHAMBER OF COMMERCE					220.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202869			08/29/2022	220.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082422	2022/2023 Chamber Academy	08/24/2022	08/24/2022	0.00	220.00	
Vendor Number	Vendor Name					Total Vendor Amount
02241	ROCHELLE JANITORIAL SUPPLY					163.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202870			08/29/2022	163.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081722-1	janitorial supplies	08/19/2022	08/19/2022	0.00	163.80	

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Vendor Number 00596	Vendor Name ROCHELLE MUNICIPAL UTILITIES					Total Vendor Amount 4,316.24
Payment Type Check	Payment Number 202871				Payment Date 08/29/2022	Payment Amount 4,316.24
Payable Number 082322	Description Utilities	Payable Date 08/23/2022	Due Date 08/23/2022	Discount Amount 0.00	Payable Amount 4,316.24	
Vendor Number 01259	Vendor Name ROCHELLE TOWNSHIP HIGH SCHOOL					Total Vendor Amount 3,093.15
Payment Type Check	Payment Number 202872				Payment Date 08/29/2022	Payment Amount 3,093.15
Payable Number 081822	Description Northern Gateway TIF allocation per agreement	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 3,093.15	
Vendor Number 00521	Vendor Name ROGERS READY-MIX & MATERIALS					Total Vendor Amount 467.00
Payment Type Check	Payment Number 202873				Payment Date 08/29/2022	Payment Amount 467.00
Payable Number 289272	Description 10th ave/7th st concrete	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 467.00	
Vendor Number INC1221	Vendor Name SEDIG, MOLLY					Total Vendor Amount 97.41
Payment Type Check	Payment Number 202874				Payment Date 08/29/2022	Payment Amount 97.41
Payable Number 082422	Description Online access code for Rochelle U for Molly	Payable Date 08/24/2022	Due Date 08/24/2022	Discount Amount 0.00	Payable Amount 97.41	
Vendor Number 07322	Vendor Name SERVICE CONCEPTS, INC.					Total Vendor Amount 2,735.00
Payment Type Check	Payment Number 202875				Payment Date 08/29/2022	Payment Amount 2,735.00
Payable Number 29832	Description Quarterly HVAC Maintenance	Payable Date 08/16/2022	Due Date 08/16/2022	Discount Amount 0.00	Payable Amount 2,735.00	
Vendor Number INC1222	Vendor Name SHALL CORP INC					Total Vendor Amount 1,500.00
Payment Type Check	Payment Number 202876				Payment Date 08/29/2022	Payment Amount 1,500.00
Payable Number 082322	Description 10 Sections of Pipe Racking	Payable Date 08/23/2022	Due Date 08/23/2022	Discount Amount 0.00	Payable Amount 1,500.00	
Vendor Number 00572	Vendor Name SMITH ECOLOGICAL SYSTEMS CO.					Total Vendor Amount 600.00
Payment Type Check	Payment Number 202877				Payment Date 08/29/2022	Payment Amount 600.00
Payable Number 23879	Description Well 4 20 Gauge Foil Shield	Payable Date 06/28/2022	Due Date 06/28/2022	Discount Amount 0.00	Payable Amount 600.00	
Vendor Number 09833	Vendor Name STAPLES BUSINESS CREDIT					Total Vendor Amount 338.57
Payment Type Check	Payment Number 202878				Payment Date 08/29/2022	Payment Amount 338.57
Payable Number 7361195625-2-1	Description Credit	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount -30.99	
Payable Number 7362137659-0-1	Description Sign Plate	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 18.69	
Payable Number 7362577454-0-2	Description office supplies	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 23.98	
Payable Number 7362882253-0-1	Description Copier toner cartridge	Payable Date 08/17/2022	Due Date 08/17/2022	Discount Amount 0.00	Payable Amount 196.64	
Payable Number 7363056627-0-1	Description Office Supplies	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 80.68	
Payable Number 7363277797-0-1	Description Supplies	Payable Date 08/17/2022	Due Date 08/17/2022	Discount Amount 0.00	Payable Amount 49.57	

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Vendor Number	Vendor Name					Total Vendor Amount
04522	TURNER, DEBBIE					1,320.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202879				08/29/2022	1,320.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2603	JANITORIAL SERVICES	08/21/2022	08/21/2022	0.00	1,320.00	
Vendor Number	Vendor Name					Total Vendor Amount
10785	TYLER TECHNOLOGIES, INC					747.50
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202880				08/29/2022	747.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
025-388938	Tyler ExecuTime Go Live Assistance	07/21/2022	07/21/2022	0.00	227.50	
025-391719	Tyler ExecuTime Go Live Assistance	08/10/2022	08/10/2022	0.00	520.00	
Vendor Number	Vendor Name					Total Vendor Amount
03986	UNIVERSAL UTILITY SUPPLY CO					2,415.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202881				08/29/2022	2,415.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3038135	Major Inv #1214 (Cut Out)	08/18/2022	08/18/2022	0.00	2,415.00	
Vendor Number	Vendor Name					Total Vendor Amount
10489	UNUM LIFE INS CO. OF AMERICA					415.69
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202882				08/29/2022	415.69
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081822	Sept 2022 Retiree Premium	08/18/2022	08/18/2022	0.00	415.69	
Vendor Number	Vendor Name					Total Vendor Amount
00991	USA BLUEBOOK					1,594.36
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202883				08/29/2022	1,594.36
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
079826	Total Chlorine/Pipet Tip/ Chlorine Iodine	08/16/2022	08/16/2022	0.00	763.58	
084365	Orion pH Electrode Cleaning	08/19/2022	08/19/2022	0.00	98.18	
085902	Phosphate/Calcium/Hardness Reagent/m-Fc Broth	08/22/2022	08/22/2022	0.00	364.99	
086128	COD2 Digestion Vials	08/22/2022	08/22/2022	0.00	367.61	
Vendor Number	Vendor Name					Total Vendor Amount
03510	UTILITY DYNAMICS CORPORATION					13,372.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202884				08/29/2022	13,372.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0715-2911	N Main St Boring St Light	07/22/2022	07/22/2022	0.00	3,495.00	
0718-2911	N Main St Boring St Light	07/22/2022	07/22/2022	0.00	3,765.00	
0719-2911	N Main St Boring St Light	07/22/2022	07/22/2022	0.00	3,105.00	
0720-2911	N Main St Boring St Light	07/22/2022	07/22/2022	0.00	3,007.00	
Vendor Number	Vendor Name					Total Vendor Amount
01104	VERIZON WIRELESS					5,236.13
Payment Type	Payment Number				Payment Date	Payment Amount
Check	202885				08/29/2022	5,236.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9913536868	Cellphones and iPads	08/15/2022	08/15/2022	0.00	5,236.13	

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Vendor Number 00635	Vendor Name VIKING CHEMICAL COMPANY					Total Vendor Amount 987.60
Payment Type Check	Payment Number 202887				Payment Date 08/29/2022	Payment Amount 987.60
Payable Number 133688	Description Sodium Bisulfate	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 987.60	
Vendor Number 00927	Vendor Name VILLAGE OF CRESTON					Total Vendor Amount 5,106.28
Payment Type Check	Payment Number 202888				Payment Date 08/29/2022	Payment Amount 5,106.28
Payable Number 082222	Description 2nd qtr RWD fees	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 5,106.28	
Vendor Number INC1058	Vendor Name VSP					Total Vendor Amount 19.08
Payment Type Check	Payment Number 202889				Payment Date 08/29/2022	Payment Amount 19.08
Payable Number 081822	Description Sept 2022 Retiree	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 19.08	
Vendor Number 10385	Vendor Name WHITTAKER CONSTRUCTION & EXCAVATING					Total Vendor Amount 1,310,412.32
Payment Type Check	Payment Number 202890				Payment Date 08/29/2022	Payment Amount 1,310,412.32
Payable Number 2031K004-PAY ESTIMATE 14	Description Ritchie Rd Sub	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 1,310,412.32	
Vendor Number 03192	Vendor Name WYATT PAVEMENT MAINTENANCE INC					Total Vendor Amount 4,684.00
Payment Type Check	Payment Number 202891				Payment Date 08/29/2022	Payment Amount 4,684.00
Payable Number 082222	Description sealcoat south ramp	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 4,684.00	

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	68	39	0.00	1,692,205.06
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Allocated Cash	Check	75	40	0.00	90,192.84
Allocated Cash	Voided **Void Check	0	1	0.00	0.00
Packet Totals:		143	81	0.00	1,782,397.90

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-1,782,397.90
Packet Totals:		-1,782,397.90



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APPKT00830 - Exception Check for Past Due Dell Invoices

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name					Total Vendor Amount
04492	DELL MARKETING L.P.					2,101.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202892			08/30/2022	2,101.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10588384415	MS Project for Jenny	06/01/2022	06/01/2022	0.00	76.53	
10590562954	DOCKING STATION & LAPTOP-NEW UTILITY ACCT. GENERAL	06/10/2022	06/10/2022	0.00	2,025.20	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	2	1	0.00	2,101.73
Packet Totals:		2	1	0.00	2,101.73

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-2,101.73
Packet Totals:		-2,101.73



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APPKT00849 - Check Run 09/06/22

01 - Vendor Set 01

Bank: Allocated Cash - Allocated Cash

Vendor Number	Vendor Name			Total Vendor Amount
10151	ALTORFER INDUSTRIES, INC			1,224.45
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202893	09/06/2022	1,224.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
PO630013483	Repair Coolant Leak at Water Pump Connection	08/18/2022	08/18/2022	0.00 1,224.45

Vendor Number	Vendor Name			Total Vendor Amount
10663	AMAZON CAPITAL SERVICES			1,279.97
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202894	09/06/2022	1,279.97	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
11JX-LLIG-6KFT	headset for phone	08/30/2022	08/30/2022	0.00 170.59
19KW-3LFJ-WJRF	Energizer Batteries	08/27/2022	08/27/2022	0.00 43.47
19TX-YMJY-16C9	Office Supplies -HR	08/29/2022	08/29/2022	0.00 63.20
1JGJ-XKTM-6DYC	Basket label Holders	08/24/2022	08/24/2022	0.00 12.99
1LRL-TLXP-3KNT	Brother Printer/Scanner/Fax	08/24/2022	08/24/2022	0.00 709.95
1NHV-7Y61-7CMG	Toner	08/24/2022	08/24/2022	0.00 121.77
1TG4-J4TD-66PQ	Office Supplies -HR	08/25/2022	08/25/2022	0.00 158.00

Vendor Number	Vendor Name			Total Vendor Amount
01850	ANIXTER, INC			2,002.58
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202895	09/06/2022	2,002.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
5419279-00	Major Material # 00176	08/24/2022	08/24/2022	0.00 791.18
5419891-00	Minor & major material	08/26/2022	08/26/2022	0.00 1,025.00
5420737-00	Minor Material #00958	08/25/2022	08/25/2022	0.00 186.40

Vendor Number	Vendor Name			Total Vendor Amount
02616	BAXTER & WOODMAN, INC.			3,193.75
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202896	09/06/2022	3,193.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
0237782	Sewer & Pre-treatment Ordinances	08/22/2022	08/22/2022	0.00 3,193.75

Vendor Number	Vendor Name			Total Vendor Amount
10817	BETTNER, DANIELLE			19.46
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202897	09/06/2022	19.46	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
082622	food during conversion	08/26/2022	08/26/2022	0.00 19.46

Vendor Number	Vendor Name			Total Vendor Amount
00892	BIG JOHN			58.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check	202898	09/06/2022	58.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
PS474313	Porta John Maint.	08/25/2022	08/25/2022	0.00 58.00

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Vendor Number 07977	Vendor Name BLUE CROSS BLUE SHIELD OF IL					Total Vendor Amount 77.99
Payment Type Check	Payment Number 202899			Payment Date 09/06/2022	Payment Amount 77.99	
Payable Number 081822	Description Ambulance refund - A Kubiak	Payable Date 08/18/2022	Due Date 08/18/2022	Discount Amount 0.00	Payable Amount 77.99	
Vendor Number 06051	Vendor Name BOUND TREE MEDICAL					Total Vendor Amount 167.94
Payment Type Check	Payment Number 202900			Payment Date 09/06/2022	Payment Amount 167.94	
Payable Number 84653755	Description Nitrile Gloves	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 167.94	
Vendor Number 09639	Vendor Name BROOKS, SARAH					Total Vendor Amount 40.00
Payment Type Check	Payment Number 202901			Payment Date 09/06/2022	Payment Amount 40.00	
Payable Number 082622	Description Cel Phone Reimbursement	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 40.00	
Vendor Number 09112	Vendor Name CINTAS					Total Vendor Amount 448.09
Payment Type Check	Payment Number 202902			Payment Date 09/06/2022	Payment Amount 448.09	
Payable Number 4129317004	Description Floor Mats/lab Coats	Payable Date 08/24/2022	Due Date 08/24/2022	Discount Amount 0.00	Payable Amount 67.49	
Payable Number 4129317075	Description Floor mats/Towels	Payable Date 08/24/2022	Due Date 08/24/2022	Discount Amount 0.00	Payable Amount 146.70	
Payable Number 4129848313	Description MATS AND TOWELS	Payable Date 08/30/2022	Due Date 08/30/2022	Discount Amount 0.00	Payable Amount 170.96	
Payable Number 4129848362	Description Floor Mats/ Towels	Payable Date 08/30/2022	Due Date 08/30/2022	Discount Amount 0.00	Payable Amount 62.94	
Vendor Number 03707	Vendor Name CONSERV FS					Total Vendor Amount 1,433.60
Payment Type Check	Payment Number 202903			Payment Date 09/06/2022	Payment Amount 1,433.60	
Payable Number 23015404	Description gas	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 720.36	
Payable Number 23015405	Description diesel	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 713.24	
Vendor Number 00143	Vendor Name CRESCENT ELECTRIC SUPPLY					Total Vendor Amount 329.95
Payment Type Check	Payment Number 202904			Payment Date 09/06/2022	Payment Amount 329.95	
Payable Number S510627154.001	Description Eaton 50amp Ground Fault breaker	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 329.95	
Vendor Number 10816	Vendor Name DECATUR INDUSTRIAL ELECTRIC					Total Vendor Amount 3,520.00
Payment Type Check	Payment Number 202905			Payment Date 09/06/2022	Payment Amount 3,520.00	
Payable Number 0156110	Description AWA TEST FOR GENERATOR #1	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 3,520.00	
Vendor Number 08564	Vendor Name DUVAL, DANE					Total Vendor Amount 990.00
Payment Type Check	Payment Number 202906			Payment Date 09/06/2022	Payment Amount 990.00	
Payable Number 082522	Description Council Chambers Painting	Payable Date 08/25/2022	Due Date 08/25/2022	Discount Amount 0.00	Payable Amount 990.00	

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Vendor Number	Vendor Name					Total Vendor Amount
10428	ENTERPRISE FM TRUST					559.76
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202907			09/06/2022	559.76	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
FBN4536768	Engineering vehicle lease and maintenance fee	08/03/2022	08/03/2022	0.00	559.76	
Vendor Number	Vendor Name					Total Vendor Amount
00210	FISCHERS, INC.					3,491.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202908			09/06/2022	3,491.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0740098-001	HR file cabinets	08/19/2022	08/19/2022	0.00	1,723.00	
0740134-001	Office supplies	07/27/2022	07/27/2022	0.00	25.98	
0740196-001	Paper	08/17/2022	08/17/2022	0.00	73.98	
0740259-001	Desk chair	08/04/2022	08/04/2022	0.00	329.00	
0740325-001	desk privacy panel	08/05/2022	08/05/2022	0.00	219.00	
0740362-001	2 desk chairs	08/05/2022	08/05/2022	0.00	658.00	
0740606-001	monthly copier plan	08/22/2022	08/22/2022	0.00	342.12	
0740607-001	Total Copy Plan Charge	08/22/2022	08/22/2022	0.00	40.00	
0740608-001	Total Copy Plan Charge	08/22/2022	08/22/2022	0.00	80.00	
Vendor Number	Vendor Name					Total Vendor Amount
06609	FRONTIER					1,211.55
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202909			09/06/2022	1,211.55	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081922	PHONE & FAX LINES	08/19/2022	08/19/2022	0.00	1,211.55	
Vendor Number	Vendor Name					Total Vendor Amount
07243	FRONTIER NORTH INC					1,138.06
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202910			09/06/2022	1,138.06	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6103R953-S-22232	Monthly Collocation Charges Frontier Building	08/20/2022	08/20/2022	0.00	1,138.06	
Vendor Number	Vendor Name					Total Vendor Amount
10531	FS.COM INC.					1,752.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202911			09/06/2022	1,752.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN102208310029	Fiber Optic SFPs	08/31/2022	08/31/2022	0.00	440.00	
IN102208310229	Tech Center Surveillance Cameras	08/31/2022	08/31/2022	0.00	1,312.00	
Vendor Number	Vendor Name					Total Vendor Amount
03782	GASVODA & ASSOCIATES, INC.					13,263.15
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202912			09/06/2022	13,263.15	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
ACK22JLG0047	Omnisite XR50 w/Nema Enclosure/4g Antenna	08/24/2022	08/24/2022	0.00	4,975.00	
INV22DCF0028	Graco Peristaltic Pump/Leak Detector Kit	08/24/2022	08/24/2022	0.00	7,414.98	
INV22DCF0047	Flange/Barb/Roller/Oil - Well Supplies	08/24/2022	08/24/2022	0.00	873.17	
Vendor Number	Vendor Name					Total Vendor Amount
08833	GLOBALSTAR USA					101.82
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202913			09/06/2022	101.82	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
000000036871290	INTERNET PHONE	08/16/2022	08/16/2022	0.00	101.82	

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Vendor Number 00493	Vendor Name GROVERS SERVICES, LLC					Total Vendor Amount 6,540.00
Payment Type Check	Payment Number 202914				Payment Date 09/06/2022	Payment Amount 6,540.00
Payable Number 082922	Description Trimmed trees week 8-22/ Storm work 8-28	Payable Date 08/29/2022	Due Date 08/29/2022	Discount Amount 0.00	Payable Amount 6,540.00	
Vendor Number 10354	Vendor Name HAGEMANN HORTICULTURE LLC					Total Vendor Amount 1,800.00
Payment Type Check	Payment Number 202915				Payment Date 09/06/2022	Payment Amount 1,800.00
Payable Number 434	Description Basket watering	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 1,500.00	
Payable Number 435	Description Page Park & planter watering	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 300.00	
Vendor Number 09951	Vendor Name HARTNETT, THOMAS					Total Vendor Amount 5,000.00
Payment Type Check	Payment Number 202916				Payment Date 09/06/2022	Payment Amount 5,000.00
Payable Number 082422	Description Facade Program	Payable Date 08/24/2022	Due Date 08/24/2022	Discount Amount 0.00	Payable Amount 5,000.00	
Vendor Number 10256	Vendor Name HAWKINS, INC.					Total Vendor Amount 5,697.02
Payment Type Check	Payment Number 202917				Payment Date 09/06/2022	Payment Amount 5,697.02
Payable Number 6273422	Description Azone 15 1LB BLK	Payable Date 08/09/2022	Due Date 08/09/2022	Discount Amount 0.00	Payable Amount 2,280.22	
Payable Number 6273792	Description Azone 15 1LB BLK	Payable Date 08/23/2022	Due Date 08/23/2022	Discount Amount 0.00	Payable Amount 2,170.09	
Payable Number 6273829	Description Azone 15 1LB BLK	Payable Date 08/23/2022	Due Date 08/23/2022	Discount Amount 0.00	Payable Amount 1,246.71	
Vendor Number 00837	Vendor Name HIGBY, ERIC					Total Vendor Amount 80.00
Payment Type Check	Payment Number 202918				Payment Date 09/06/2022	Payment Amount 80.00
Payable Number 082622	Description Cel Phone Reimbursement	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 40.00	
Payable Number 082622-2	Description Cel Phone Reimbursement	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 40.00	
Vendor Number 06754	Vendor Name HINCKLEY SPRINGS					Total Vendor Amount 149.31
Payment Type Check	Payment Number 202919				Payment Date 09/06/2022	Payment Amount 149.31
Payable Number 18137527 081422	Description WATER COOLER RENTAL & WATER	Payable Date 08/14/2022	Due Date 08/14/2022	Discount Amount 0.00	Payable Amount 149.31	
Vendor Number 08900	Vendor Name HUERAMO, ROSEMARY					Total Vendor Amount 37.19
Payment Type Check	Payment Number 202920				Payment Date 09/06/2022	Payment Amount 37.19
Payable Number 082222	Description Textbook Reimbursement	Payable Date 08/22/2022	Due Date 08/22/2022	Discount Amount 0.00	Payable Amount 37.19	
Vendor Number 00283	Vendor Name IEPA					Total Vendor Amount 6,692.00
Payment Type Check	Payment Number 202921				Payment Date 09/06/2022	Payment Amount 6,692.00
Payable Number 141050AAV-081522	Description TITLE FIVE PERMIT	Payable Date 08/15/2022	Due Date 08/15/2022	Discount Amount 0.00	Payable Amount 6,692.00	

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Vendor Number	Vendor Name					Total Vendor Amount
02784	IGFOA					350.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202922			09/06/2022	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082922	Accounting seminars for Jessica	08/29/2022	08/29/2022	0.00	350.00	
Vendor Number	Vendor Name					Total Vendor Amount
00286	IL MUNICIPAL UTILITIES ASSOC					3,542.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202923			09/06/2022	3,542.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
22-07010	Flagger Training	08/26/2022	08/26/2022	0.00	3,542.00	
Vendor Number	Vendor Name					Total Vendor Amount
06784	J.F. AHERN CO.					1,696.42
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202924			09/06/2022	1,696.42	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
522945	Fire Supression Special Hazards Inspection	08/15/2022	08/15/2022	0.00	900.00	
523319	Fire Extinguisher and Exit Lights Annual Inspectio	08/17/2022	08/17/2022	0.00	796.42	
Vendor Number	Vendor Name					Total Vendor Amount
09444	KALEEL'S CLOTHING					553.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202925			09/06/2022	553.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
081922-009	Cliff Smart- Clothing	08/19/2022	08/19/2022	0.00	181.00	
081922-010	Kyle Bridgeman- Clothing	08/19/2022	08/19/2022	0.00	372.00	
Vendor Number	Vendor Name					Total Vendor Amount
04181	KALTENBACH, JOHN					127.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202926			09/06/2022	127.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082622	Candy for the LHHF Parade	08/26/2022	08/26/2022	0.00	127.00	
Vendor Number	Vendor Name					Total Vendor Amount
00342	LAWSON PRODUCTS, INC.					299.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202927			09/06/2022	299.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9309872175	EYE WASH FOR EYE WASH STATIONS	08/25/2022	08/25/2022	0.00	182.13	
9309884914	PIPE FITTINGS AND HARDWARE	08/30/2022	08/30/2022	0.00	117.59	
Vendor Number	Vendor Name					Total Vendor Amount
02095	MARTIN & CO EXCAVATING					491.66
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202928			09/06/2022	491.66	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
29631	SW project HMA materials for pavement restoration	08/13/2022	08/13/2022	0.00	491.66	
Vendor Number	Vendor Name					Total Vendor Amount
02727	MENARDS - SYCAMORE					138.89
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202929			09/06/2022	138.89	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
73300	Round Rec Cover/50 Amp GFCI Breaker	08/18/2022	08/18/2022	0.00	138.89	

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Vendor Number 01726	Vendor Name MIDWEST MAILWORKS, INC					Total Vendor Amount 170.93
Payment Type Check	Payment Number 202930			Payment Date 09/06/2022	Payment Amount 170.93	
Payable Number 238192	Description complete mailroom service	Payable Date 08/21/2022	Due Date 08/21/2022	Discount Amount 0.00	Payable Amount 170.93	
Vendor Number 08192	Vendor Name MR. OUTHUSE					Total Vendor Amount 340.00
Payment Type Check	Payment Number 202931			Payment Date 09/06/2022	Payment Amount 340.00	
Payable Number 5382	Description RR Park Port-A-Potty	Payable Date 08/12/2022	Due Date 08/12/2022	Discount Amount 0.00	Payable Amount 340.00	
Vendor Number 09006	Vendor Name NADLER GOLF					Total Vendor Amount 4,050.00
Payment Type Check	Payment Number 202932			Payment Date 09/06/2022	Payment Amount 4,050.00	
Payable Number 3958529	Description Cart lease	Payable Date 08/29/2022	Due Date 08/29/2022	Discount Amount 0.00	Payable Amount 4,050.00	
Vendor Number 00415	Vendor Name NAPA AUTO PARTS ROCHELLE					Total Vendor Amount 298.78
Payment Type Check	Payment Number 202933			Payment Date 09/06/2022	Payment Amount 298.78	
Payable Number 036646 036726	Description Air hose,coupler,adapter, air chuck Battery / Core Fee	Payable Date 08/24/2022 08/25/2022	Due Date 08/24/2022 08/25/2022	Discount Amount 0.00 0.00	Payable Amount 159.69 139.09	
Vendor Number INC1186	Vendor Name NICHOLSON1 COMMUNICATIONS					Total Vendor Amount 3,780.00
Payment Type Check	Payment Number 202934			Payment Date 09/06/2022	Payment Amount 3,780.00	
Payable Number 25849	Description Replace Radio Antennas struck by lightening	Payable Date 08/25/2022	Due Date 08/25/2022	Discount Amount 0.00	Payable Amount 3,780.00	
Vendor Number INC1010	Vendor Name PACE ANALYTICAL SERVICES, LLC					Total Vendor Amount 39.10
Payment Type Check	Payment Number 202935			Payment Date 09/06/2022	Payment Amount 39.10	
Payable Number I9525183	Description Fluoride by Probe	Payable Date 08/26/2022	Due Date 08/26/2022	Discount Amount 0.00	Payable Amount 39.10	
Vendor Number INC1049	Vendor Name PANOPTIC SOLUTIONS					Total Vendor Amount 10,515.00
Payment Type Check	Payment Number 202936			Payment Date 09/06/2022	Payment Amount 10,515.00	
Payable Number 3134-1	Description Electrician to assist in Panel Opening	Payable Date 08/25/2022	Due Date 08/25/2022	Discount Amount 0.00	Payable Amount 10,515.00	
Vendor Number INC1110	Vendor Name PEST CONTROL CONSULTANTS ILLINOIS					Total Vendor Amount 125.00
Payment Type Check	Payment Number 202937			Payment Date 09/06/2022	Payment Amount 125.00	
Payable Number 396065	Description Monthly Pest Control Tech Center	Payable Date 08/29/2022	Due Date 08/29/2022	Discount Amount 0.00	Payable Amount 125.00	

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Vendor Number	Vendor Name					Total Vendor Amount
09011	PETERSON, JOHNSON & MURRAY					5,584.72
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202938			09/06/2022	5,584.72	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
137182	LEGAL SERVICES - GENERAL MUNICIPAL MATTER	08/27/2022	08/27/2022	0.00	2,672.22	
137183	LEGAL SERVICES - ELECTRIC	08/27/2022	08/27/2022	0.00	855.00	
137184	LEGAL SERVICES - AIRPORT	08/27/2022	08/27/2022	0.00	45.00	
137185	LEGAL SERVICES - RAILROAD	08/27/2022	08/27/2022	0.00	517.50	
137186	LEGAL SERVICES - NORTHERN GATEWAY TIF	08/27/2022	08/27/2022	0.00	1,215.00	
137187	LEGAL SERVICES - SOLAR PROJECT	08/27/2022	08/27/2022	0.00	84.00	
137188	LEGAL SERVICES - GENERAL LABOR & EMPLOYMENT	08/27/2022	08/27/2022	0.00	196.00	
Vendor Number	Vendor Name					Total Vendor Amount
09882	PHILLIPS, VERONICA					3,075.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202939			09/06/2022	3,075.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
900	City Hall Janitorial - September	08/24/2022	08/24/2022	0.00	3,075.00	
Vendor Number	Vendor Name					Total Vendor Amount
01603	PITNEY BOWES					503.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202940			09/06/2022	503.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
082522	postage machine	08/25/2022	08/25/2022	0.00	503.50	
Vendor Number	Vendor Name					Total Vendor Amount
INC1155	R.P. HOME & HARVEST					523.02
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202941			09/06/2022	523.02	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1888417	Dewalt Grinder/Bench Vise/Grinding Wheel	08/25/2022	08/25/2022	0.00	523.02	
Vendor Number	Vendor Name					Total Vendor Amount
10114	REDFORD DATA SERVICES LLC					847.14
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202942			09/06/2022	847.14	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
351	Engineer Remote Service- Well Data	08/29/2022	08/29/2022	0.00	847.14	
Vendor Number	Vendor Name					Total Vendor Amount
00596	ROCHELLE MUNICIPAL UTILITIES					70,912.92
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202943			09/06/2022	70,912.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
090122	Utilities	09/01/2022	09/01/2022	0.00	70,912.92	
Vendor Number	Vendor Name					Total Vendor Amount
00521	ROGERS READY-MIX & MATERIALS					1,669.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202944			09/06/2022	1,669.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
289887	Concrete 10th Ave/RT 251	08/29/2022	08/29/2022	0.00	1,669.50	
Vendor Number	Vendor Name					Total Vendor Amount
09833	STAPLES BUSINESS CREDIT					348.38
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	202945			09/06/2022	348.38	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7363056627-1-1	Credit Memo	08/25/2022	08/25/2022	0.00	-9.96	
7363277797-1-1	Office Supplies Credit	08/25/2022	08/25/2022	0.00	-1.62	

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7363571841-0-1	Mountable file folder rack	08/26/2022	08/26/2022	0.00	41.99
7363571841-0-2	Computer Monitor	08/22/2022	08/22/2022	0.00	169.99
7363820819-0-1	8 1/2x11 Copy Paper	08/24/2022	08/24/2022	0.00	147.98

Vendor Number	Vendor Name	Total Vendor Amount			
07262	TOTAL WATER TREATMENT SYSTEMS	32.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202946	09/06/2022	32.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1001651	DI Service 9/1 to 9/30	08/30/2022	08/30/2022	0.00	32.00

Vendor Number	Vendor Name	Total Vendor Amount			
04351	TYNDALE COMPANY, INC.	591.95			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202947	09/06/2022	591.95		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2781812	FR Clothing	08/27/2022	08/27/2022	0.00	591.95

Vendor Number	Vendor Name	Total Vendor Amount			
10108	UNITED HEALTHCARE	196.65			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202948	09/06/2022	196.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
081822	Ambulance refund - J Birchall	08/18/2022	08/18/2022	0.00	196.65

Vendor Number	Vendor Name	Total Vendor Amount			
00624	UNITED PARCEL SERVICE	13.98			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202949	09/06/2022	13.98		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0000Y79A80342	Next Day Air pick up	08/20/2022	08/20/2022	0.00	13.98

Vendor Number	Vendor Name	Total Vendor Amount			
03986	UNIVERSAL UTILITY SUPPLY CO	650.70			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202950	09/06/2022	650.70		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
3038189	Cold Shrink outdoor term 15KV tape shield	08/26/2022	08/26/2022	0.00	650.70

Vendor Number	Vendor Name	Total Vendor Amount			
10489	UNUM LIFE INS CO. OF AMERICA	255.32			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202951	09/06/2022	255.32		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
083022	Retiree Premium	08/30/2022	08/30/2022	0.00	255.32

Vendor Number	Vendor Name	Total Vendor Amount			
00991	USA BLUEBOOK	368.25			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202952	09/06/2022	368.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
090623	7/16" od x 5/16" Clear PVC Suction Tubing	08/25/2022	08/25/2022	0.00	37.95
093629	14x10 Signs/ Ensorb Super Absorbant	08/29/2022	08/29/2022	0.00	330.30

Vendor Number	Vendor Name	Total Vendor Amount			
04420	WARD, CURTIS	29.75			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	202953	09/06/2022	29.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
082222	book reimbursement for Rochelle U business 101	08/22/2022	08/22/2022	0.00	29.75

Payment Register

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Vendor Number	Vendor Name						Total Vendor Amount	
10690	WEG TRANSFORMERS USA, LLC						60,350.00	
Payment Type	Payment Number						Payment Date	Payment Amount
Check	202954						09/06/2022	60,350.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
2199K001-PAYESTIMATE #4	Power Plant Transformer	08/19/2022	08/19/2022	0.00	60,350.00			
Vendor Number	Vendor Name						Total Vendor Amount	
10553	WEX BANK						11,047.76	
Payment Type	Payment Number						Payment Date	Payment Amount
Check	202955						09/06/2022	11,047.76
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount			
AUG 2022-ADMIN	WEX Admin Credit	08/23/2022	08/23/2022	0.00	-151.63			
AUG 2022-COMM DEV	Fuel	08/23/2022	08/23/2022	0.00	66.02			
AUG 2022-ELECTRIC DIST	Vehicle Fuel	08/23/2022	08/23/2022	0.00	3,083.75			
AUG 2022-ELECTRIC GEN	GAS FOR D1 AND E18 TRUCKS	08/23/2022	08/23/2022	0.00	340.16			
AUG 2022-ENGINEERING	Fuel	08/23/2022	08/23/2022	0.00	78.25			
AUG 2022-POLICE	Monthly Squad Fuel	08/23/2022	08/23/2022	0.00	4,648.04			
AUG2022-WATER	Vehicle Fuel	08/23/2022	08/23/2022	0.00	1,370.46			
AUG2022-WATERREC	Water Rec Fuel	08/23/2022	08/23/2022	0.00	1,612.71			

Payment Register

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Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Allocated Cash	Check	112	63	0.00	245,816.76
Packet Totals:		112	63	0.00	245,816.76

Cash Fund Summary

Fund	Name	Amount
91	Cash Allocation	-245,816.76
Packet Totals:		-245,816.76



Rochelle, IL

Payroll Check Register

Employee Pay Summary

Pay Period: 8/8/2022-8/21/2022

Section VI, Item 1.

Packet: PYPKT00184 - PPE 08.21.22

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Net
ADAMS, GARRY	00102	08/26/2022	2880	1,043.67
AVVAZI, SENADA	00408	08/26/2022	2783	1,426.53
ALDRIDGE, KYLE	00509	08/26/2022	2826	26.21
ANATRA, NICK	00508	08/26/2022	2876	2,082.68
ANDERSON, JASON T	00296	08/26/2022	2857	3,116.75
ARTEAGA, ROSAELIA	00536	08/26/2022	1059	168.08
BAKKER, CODY	00539	08/26/2022	2827	305.30
BANESKI, ELVIS	00379	08/26/2022	2784	2,874.04
BAYLOR, RYAN E	00204	08/26/2022	2813	2,025.67
BEARDIN, JAMES F	00516	08/26/2022	2905	125.85
BEARROWS, JOHN B	00453	08/26/2022	2772	681.44
BECK, CORY	00294	08/26/2022	2785	1,756.16
BECK, JOHN M	00141	08/26/2022	2854	1,988.15
BEERY, RYAN T	00340	08/26/2022	2786	2,377.64
BEGUIN, DAVID F	00426	08/26/2022	2906	209.13
BELMONTE, ROCIO	00423	08/26/2022	2778	1,168.05
BERKELEY, REBECCA	00575	08/26/2022	2828	439.90
BETTNER, DANIELLE	00531	08/26/2022	2892	1,828.45
BINGHAM, NANCY L	00380	08/26/2022	2920	2,329.73
BIRD, JASON	00520	08/26/2022	2898	332.76
BJORNEBY, JACOB	00469	08/26/2022	2881	3,172.07
BOEHLE, MATTHEW	00444	08/26/2022	2882	1,604.84
BOEHM, MARK	00556	08/26/2022	2893	1,212.16
BOLHOUS, LISA	00547	08/26/2022	2829	224.87
BRASS, NATHANIEL W	00566	08/26/2022	2787	2,436.71
BRENNAN, THOMAS	00534	08/26/2022	2907	434.63
BRIDGEMAN, KYLE C	00478	08/26/2022	2860	2,033.65
BROOKS, SARAH	00460	08/26/2022	2894	2,740.63
BRUST, PATRICK	00490	08/26/2022	2901	2,531.74
BURDIN, JASON E	00263	08/26/2022	2883	2,601.95
CARDOTT, CHRISTINA	00317	08/26/2022	2921	2,230.70
CARLS, TYLER J	00179	08/26/2022	2814	2,252.31
CARR, CARMEN	00541	08/26/2022	2788	1,125.90
CECH, ERIC T	00393	08/26/2022	2868	1,754.75
CHRISTOPHERSON, TYLER	00483	08/26/2022	2815	2,423.33
CONDON, JILLIAN	00545	08/26/2022	2922	1,751.97
COX, CHRISTOPHER T	00446	08/26/2022	2884	2,960.53
CRAWFORD, ERIK L	00123	08/26/2022	2837	1,942.53
CUNNINGHAM, ANDREW R	00027	08/26/2022	2869	1,961.55
DAME, ROBERT	00570	08/26/2022	2908	125.85
DAUGHERTY, MICHAEL A	00559	08/26/2022	2838	1,983.34
DEVER, TERESA	00025	08/26/2022	2839	1,455.02
DICUS, RON	00576	08/26/2022	2909	346.11
DOUGHERTY, KENNETH R	00418	08/26/2022	2816	2,729.94
EDWARDS, BRIAN E	00181	08/26/2022	2817	2,676.08
EVANS, BILLY GREGG	00550	08/26/2022	2830	422.07
FENWICK, NATALIE Z	00428	08/26/2022	2910	68.17
FIGGENSCHUH, JEFFREY	00463	08/26/2022	2781	3,543.92
FLANAGAN, ROBERT H	00383	08/26/2022	2840	1,278.29
FORE, COLVIN	00549	08/26/2022	2911	458.47
FOWLER, KAYLEE	00554	08/26/2022	2870	1,554.43
FRANKENBERRY, PHILLIP C	00030	08/26/2022	2789	2,615.37
FRIDAY, MARGARET F	00297	08/26/2022	2858	2,400.56
FRIESTAD, RYAN D	00456	08/26/2022	2912	558.02
GERARD, MATTHEW L	00368	08/26/2022	2790	2,513.60

GILLIAM, JAMES R	00322	08/26/2022	1060	3,385.22
GILLIS, ANGELA	00192	08/26/2022	2831	1,161.24
GILLIS, AUSTIN	00413	08/26/2022	2832	576.84
GOLT, MICHAEL B	00431	08/26/2022	2913	163.79
GOOD, JEREMY M	00334	08/26/2022	2818	3,345.80
GRUBEN, JOHN E	00494	08/26/2022	2773	172.70
HAAN, WILLIAM A	00270	08/26/2022	2791	2,468.11
HAMILTON, MITCH A	00425	08/26/2022	2914	2,767.63
HAYES, WILLIAM T	00250	08/26/2022	2774	172.70
HELGREN, CURTIS	00476	08/26/2022	2819	1,899.73
HERNANDEZ, AUTUMN	00557	08/26/2022	2895	1,177.18
HEUER, CASEY	00552	08/26/2022	2902	1,888.69
HIGBY, ERIC M	00105	08/26/2022	2792	2,433.01
HOLDEN, ERIC	00569	08/26/2022	2899	1,539.20
HORN, WENDY E	00058	08/26/2022	2849	1,687.91
HOWARD, CASEY	00555	08/26/2022	2885	2,780.64
HUDETZ, MICHAEL L	00422	08/26/2022	2904	1,370.16
HUERAMO, ROSE MARY	00415	08/26/2022	2779	1,564.00
INMAN, TERRENCE L	00148	08/26/2022	2793	2,398.61
ISLEY, TIMOTHY P	00249	08/26/2022	2841	2,341.69
JACKSON, CANDICE	00551	08/26/2022	2794	999.57
JACKSON, SYDNEY L	00562	08/26/2022	2795	1,926.05
JAKYMIW, JAMES M	00367	08/26/2022	2796	2,881.50
JOHNSON, BENJAMIN C	00166	08/26/2022	2820	2,266.03
JOHNSON, JARED	00048	08/26/2022	2903	1,697.43
JOHNSON, LEVI	00543	08/26/2022	2833	467.77
JOHNSON, JEFFREY	00537	08/26/2022	2915	277.93
JOHNSON, TODD A	00069	08/26/2022	2886	3,053.34
JONES, HAYDEN C	00567	08/26/2022	2916	348.72
KALTENBACH, JOHN L	00281	08/26/2022	2797	2,823.21
KELLER, DANIEL W	00211	08/26/2022	2861	2,369.63
KNIGHT, MICHELLE	00174	08/26/2022	2850	1,779.99
KOVACS, RYAN	00384	08/26/2022	2798	2,191.88
KRAUSE, SARAH	00513	08/26/2022	2917	297.69
LANNING, ADAM	00392	08/26/2022	2862	3,274.97
LEWIS, JOSH R	00338	08/26/2022	2821	1,923.92
LUXTON, TOD	00535	08/26/2022	2863	2,292.82
MANNING, CASSIDY C	00424	08/26/2022	2887	1,972.69
MARTIN, RANDY L	00090	08/26/2022	2842	1,856.34
MCCOY, SEBASTIAN	00532	08/26/2022	2871	4,460.34
MCDERMOTT, DANIEL W	00038	08/26/2022	2775	118.08
MCDERMOTT, THOMAS	00063	08/26/2022	2776	164.48
MCGEE, LARRY	00565	08/26/2022	2918	317.26
MEDINE, JUSTIN	00487	08/26/2022	2872	1,640.01
MILLER, RYAN	00540	08/26/2022	2873	2,351.52
MILOS, KRISTOFER	00512	08/26/2022	2843	1,831.79
MITCHELL, ANGELA K	00163	08/26/2022	2810	78.65
MORRIS, MANDI R	00168	08/26/2022	2896	798.46
MOWRY, TROY	00324	08/26/2022	2888	3,917.94
MUELLER, JESSICA CM	00510	08/26/2022	2874	2,004.47
MULHOLLAND, JAY A	00442	08/26/2022	2864	2,526.34
MUSSELMAN, JEFFREY J	00200	08/26/2022	2875	1,995.12
NAMBO, LUISA	00273	08/26/2022	2799	1,664.26
OLSZEWSKI, BRITTANY	00546	08/26/2022	2780	654.69
OLSZEWSKI, ROBIN L	00373	08/26/2022	2800	1,758.45
OWEN, ALISON	00409	08/26/2022	2801	1,382.31
OWEN, TREVOR D	00399	08/26/2022	2802	2,205.57
PATTERSON, PRISCILLA	00523	08/26/2022	2811	83.11
PAVIA, PETER	00485	08/26/2022	2803	2,002.14
PEARSON, ROGER	00522	08/26/2022	2812	78.65
PEASE, MICHELLE J	00222	08/26/2022	2851	2,557.62
PLAZA, JONATHAN	00524	08/26/2022	2877	6,001.31
PREWETT, ZACHARY	00327	08/26/2022	2822	5,148.89
QUINCER, JAKOB	00558	08/26/2022	2834	403.16
RANGEL, DWAYNE	00455	08/26/2022	2865	2,316.61
RODABAUGH, AARON C	00213	08/26/2022	2804	2,212.68
ROGDE, ANDREW C	00410	08/26/2022	2889	1,645.83

ROGERS, JESSICA E	00530	08/26/2022	2923	1,607.60
ROGERS, CASSIE L	00202	08/26/2022	2805	2,110.56
SAWLSVILLE, DAVID W	00046	08/26/2022	2823	3,189.03
SCHABACKER, BRAD J	00348	08/26/2022	2844	1,716.66
SEDIG, MOLLY	00568	08/26/2022	2852	1,871.22
SESTER, JOSEPH R	00129	08/26/2022	2806	2,944.19
SHAFFER, DUSTIN J	00480	08/26/2022	2878	2,058.85
SHAW-DICKEY, KATHRYN E	00452	08/26/2022	2777	155.58
SMART, CLIFFORD A	00127	08/26/2022	2866	1,811.87
SMITH, CHESTER III	00234	08/26/2022	2807	2,448.30
SMITH, BETH A	00441	08/26/2022	2835	341.81
SPANDET, BRANDON J	00561	08/26/2022	2836	157.32
SPEARS, NICHOLAS J	00362	08/26/2022	2845	2,126.21
STARR, GEOFFREY	00495	08/26/2022	2853	2,018.74
SULLIVAN, JAMEY A	00356	08/26/2022	2890	4,573.38
SUNESON, SARA L	00252	08/26/2022	2897	1,426.83
TESREAU, SAMUEL C	00276	08/26/2022	2855	3,407.10
THOMPSON, JENNIFER R	00364	08/26/2022	2782	2,516.36
TIMM, NATHAN K	00414	08/26/2022	2846	2,137.73
TOLIVER, BLAKE A	00205	08/26/2022	2891	2,914.80
TYSZKA, TIMOTHY L	00350	08/26/2022	2900	1,747.48
UNDERWOOD, JASON M	00217	08/26/2022	2824	3,118.63
UTECHT, MICHAEL	00493	08/26/2022	2919	457.75
VANKIRK, COLTON	00496	08/26/2022	2847	1,826.12
VANVICKLE, ZECHARIAH	00548	08/26/2022	2825	2,150.32
VILLALOBOS, EDDIE V	00560	08/26/2022	2848	1,858.13
WARD, CURTIS W	00331	08/26/2022	2856	2,399.48
WATERS, SHANE A	00430	08/26/2022	2879	2,817.80
WEEKS, JOYCE L	00401	08/26/2022	2859	541.12
WILLIAMS, DAWSON	00517	08/26/2022	2867	1,850.97
WITTENBERG, MATTHEW E	00282	08/26/2022	2808	2,178.02
YOUNG, ABBY	00489	08/26/2022	2809	1,336.61
ZHE, JOHN W	00164	08/26/2022	1061	2,309.61
ZICK, BRITTNEY	00571	08/26/2022	2924	1,607.15
Totals:				278,481.65

Special Event Council Request

Event Type: Check all that apply

☐ Community Event

☐ Fireworks

☒ Parade

☐ Festival

☐ Fundraiser

☐ Other:

Event Name:

Light Up Lincoln Christmas Parade

Event Date & Time

December 2,2022 line up 4:30 parade starts at 5:30pm

Location/Route:

7th Ave to Lincoln Hwy to Lincoln Ave to 6th ST and ends at City Hall for the tree lighting ceremony

Contact Name & Organization:

Tricia Herrera Rochelle Chamber of Commerce

Contact Phone:

815-757-0275 or 815-562-4189

Contact E-Mail:

rochellechamber@gmail.com

Alcoholic Beverages

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

☐ Served/Sold

☒ Neither

Name of business/organization providing alcohol:

NA

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

NA

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

Water & Electricity

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

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

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

- ☐ Yes
- ☒ No

Street & Parking Lot Closures

Are parking lot closures requested?

- ☐ Yes
- ☒ No

If so, which parking lots?

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


Is a street closure requested?

- ☒ Yes
- ☐ No

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

Lincoln Hwy (600 block-300 block), Lincoln Ave (500 block), 6th St (300 block to City Hall)

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

 Screen Shot 202...

Event Coordinators must agree to the following:

Please agree to the following: *



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




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



- ☒ Agree to require masks and social distancing of attendees.

Insurance

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

 Cert25640-2022...

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

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PLANNING & ZONING COMMISSION
Monday, August 1, 2022
MINUTES

The Rochelle Planning and Zoning Commission met at 6:00 p.m. on Monday, August 1, 2022 in the Council Chambers of City Hall, 420 N. 6th Street, Rochelle, IL 61068. Present on Roll Call were Board members: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Absent: None. Non-voting members absent: None. There was a quorum of seven present. Also present were Michelle Pease, Michelle Knight, Geoff Starr and Mayor Bearrows. Colwill moved, seconded by McLachlan, **“I move the minutes of the June 6, 2022 Planning and Zoning Commission meeting as presented be approved.”** A roll call vote was taken. Ayes: Colwill, McLachlan, McNeilly, Myers, Swinton and Wolter Nays: none. Abstain: McKibben. Motion carried 6-0.

Public Commentary: None

Commissioner Comments: Colwill commented on how nice the downtown flowers and decorations look and also complimented the street improvements that have been made. Wolter mentioned past Commissioner Becker who recently resigned and that the Commission appreciated the time he served on the Board and welcomed new member McKibben.

Business Items: Pease stated that a notice was published in the paper and mailed to property owners and that the City of Rochelle has requested to continue their petition. Motion made by McLachlan, seconded by Myers, **“I move the Planning and Zoning Commission Continue the Public Hearing to September 6, 2022 regarding the proposed Preliminary and Final Plat of Subdivision for the City of Rochelle located at 1123 N. 7th Street.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0.

Pease stated that a notice was published in the paper and mailed to property owners and that the Rochelle Hospitality, LLC has requested to continue their petition. Motion made by Myers, seconded by Swinton, **“I move the Planning and Zoning Commission Continue the Public Hearing to September 6, 2022 regarding the proposed Preliminary and Final Plat of Subdivision for the Rochelle Hospitality, LLC located at 1133 N. 7th Street.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0.

PZC-11-22 Teresa Petry special use and variance for signage. Pease stated that a notice was published in the paper and mailed to property owners. Motion made by Myers, seconded by McLachlan, **“I move the Planning and Zoning Commission open the Public Hearing regarding the proposed special use and variance for signage for the property located at 407 Lincoln Highway.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0. The petitioner is seeking a special use permit for a three-dimensional, lighted roof top sign on the back of their building. They are also requesting a variance for a three-dimensional sign, which will cover more than the allowed area and extend past the top of their existing awning on the front of their building. The subject property is zoned B1, Commercial Central Business. Per Section 110-365 (10) Roof signs, a roof sign shall only be allowed by the granting of a Special Use Permit by the City Council upon a recommendation received by the Planning and Zoning Commission. Per

Section 110-369 “Awning Signs (2) Size”, Eighty (80%) percent of maximum valance area for copy and graphics on valance. (3) “Additional Regulations”: (a) One sign is permitted per awning top surface area. (c) Awning with signs and awning signs shall be generally aligned with awning and awning signs that are attached to adjacent storefronts or buildings to maintain a sense of visual continuity. Erik Petry was present to explain the concept of the signs, the type of lighting and materials that will be used to construct the signs. Motion made by McLachlan, seconded by Swinton: **“I move the Planning and Zoning Commission close the Public Hearing.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0.

Findings:

1. Is the proposed use allowed in the proposed zoning district, but only with a **special use** permit?

Yes: 7

No: _____

Explanation: _____

If the answer to any of the following questions is “Yes”, then the Commission should recommend that the City Council deny the petition for a special use permit. If the answer to all of the following questions is “No”, then the Commission may recommend that the City Council approve or deny the petition for a special use permit. Each question should state an answer and give an explanation. If the answers to all of the questions is “No”, but the Commission votes to recommend denying the petition, the Commission should provide an explanation as to why.

2. Is the proposed use detrimental or dangerous to public health?

Yes: _____

No: 7

Explanation: _____

3. Will the proposed use impair property value in the neighborhood?

Yes: _____

No: 7

Explanation: _____

4. Will the proposed use impede the normal development of the surrounding properties?

Yes: _____

No: 7

Explanation: _____

5. Will the proposed use:

- (a) impair light and air to adjacent property;
- (b) congest public streets;
- (c) increase the risk of fire;
- (d) substantially diminish property values within the vicinity; or
- (e) endanger the public health?

Yes: _____

No: 7

Explanation: _____

Recommendation:

Based on the findings above, the Planning and Zoning Commission hereby recommends to the Rochelle City Council that:

7 That the Petitioner be granted a special use permit for the proposed use at the Subject Property, without conditions other than the other applicable requirements of the Rochelle Municipal Code.

Findings:

1. Is the proposed **variance** allowed in the proposed zoning district?

Yes: 7 No: _____

Explanation: _____

If the answer to any of the following questions is “Yes”, then the Commission should recommend that the City Council deny the petition for a special use permit. If the answer to all of the following questions is “No”, then the Commission may recommend that the City Council approve or deny the petition for a special use permit. Each question should state an answer and give an explanation. If the answers to all of the questions is “No”, but the Commission votes to recommend denying the petition, the Commission should provide an explanation as to why.

2. Is the proposed variance detrimental or dangerous to public health?

Yes: _____ No: 7

Explanation: _____

3. Will the proposed variance impair property value in the neighborhood?

Yes: _____ No: 7

Explanation: _____

4. Will the proposed variance impede the normal development of the surrounding properties?

Yes: _____ No: 7

Explanation: _____

5. Will the proposed variance:

- a. impair light and air to adjacent property;
- b. congest public streets;
- c. increase the risk of fire;
- d. substantially diminish property values within the vicinity; or
- e. endanger the public health?

Yes: _____ No: 7

Explanation: _____

Recommendation:

Based on the findings above, the Planning and Zoning Commission hereby recommends to the Rochelle City Council that:

7 That the Petitioner be granted a variance for the proposed use at the Subject Property, without conditions other than the other applicable requirements of the Rochelle Municipal Code.

Motion made by Myers, seconded by McLachlan, **“I move the Planning and Zoning Commission recommend to the City Council that it Approve the proposed special use for a three-dimensional, lighted roof top sign located at 407 Lincoln Hwy., based on the report of findings.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0. Motion made by Myers, seconded by McKibben, **“I move the Planning and Zoning Commission recommend to the City Council that it Approve the proposed variance to exceed the allowed coverage and alignment for an awning sign located at 407 Lincoln Hwy., based on the report of findings.”** A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0.

Discussion Items: Tom Farace, representing the American Planning Association and David Silverman, attorney with Ancel and Glink presented and facilitated “Citizen Planner Training.” This was an interactive training with the presenters, Planning and Zoning Commissioners, staff members and Mayor.

Adjournment: Motion made by Colwill, seconded by Swinton, “**I move to adjourn the regularly scheduled meeting of the Planning and Zoning Commission of August 1, 2022.**”

A roll call vote was taken. Ayes: Colwill, McKibben, McLachlan, McNeilly, Myers, Swinton and Wolter. Nays: none. Motion carried 7-0.

The Planning and Zoning Commission adjourned at 9:37 p.m.

Michelle Knight
City of Rochelle

File Attachments for Item:

2. Ordinance Waiving the Competitive Bidding Requirements and Accepting the Proposal from Universal Plant Services for Engine #3 Cam Bearing Replacement.

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Ordinance Waiving the Competitive Bidding Requirements and Accepting the Proposal from Universal Plant Services for Engine #3 Cam Bearing Replacement.

Staff Contact: Blake Toliver Superintendent of Electric Operations

Summary: Through routine engine oil sampling and maintenance checks it was determined that engine #3's cam bearings have reached the end of their useful service life. We contacted several vendors that will work on the bearings, but they would require the camshaft and bearing assemblies to be removed from the engine. Universal Plant Services was the only vendor that offered to come onsite and replace the bearings without needing to remove the camshaft from the engine. This will result in better alignment of the camshaft as the bearings will be able to be trued to the engine in place.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
54-10-53900	\$230,000	\$35,137.50

Strategic Plan Goal Application: Infrastructure Effectiveness & Improvement

Recommendation: Approve Resolution Waiving Competitive Bidding and Accept the Proposal from Universal Plant Services



August 16, 2022

Quote# Q22.202.406.26 Rev 1

Shane Waters
City of Rochelle
Rochelle, IL
Cell: 815-739-7674
swaters@rmu.net

Subject: City of Rochelle – Rochelle, IL – Fairbanks Morris Cam Bearings

Mr. Waters,

We are pleased to submit our Time and Materials proposal for your consideration on this project.

Work Scope:

1. Cam bearings (20 @ \$1,200 ea.) \$24,000.00
2. Labor – Day Rate for 5 days (1 machinist \$2,227.50/per day)\$11,137.50

- ❖ **Day Rate will also be charged for travel to and from location.**
- ❖ **Prices do NOT include freight.**
- ❖ **Upon approval of the quote, please notate quote number on PO and submit to PurchaseOrders@universalplant.com**

Exclusions/Clarifications:

1. Compressed air & electrical to be supplied by Owner.
2. Cranes, forklifts and transportation supplied by others.
3. Office/break facility to be provided by Owner.
4. Piping, electrical and or instrumentation and insulation work by others.
5. Scaffolding, tenting of equipment and lighting where applicable by others.
6. Owner reps to buy off all readings and alignments.
7. Downtime- permitting, inclement weather, equipment availability, decision-making, standby and or startup will be additional cost.
8. Wiring and disconnect of motors.
9. Owner is responsible for all waste disposals.

We appreciate the opportunity to estimate this project. If you have any further questions, please feel free to contact me at (318) 992-6010.

Best Regards,

Mike White

22243 Hwy 8 West
Trout, LA 71371
318-992-6010

3913 Hwy 90 East
Broussard, LA 70518
337-233-4640

200 Lear Drive
Hammond, LA 70401
985-542-0600

990 Peiffers Lane
Harrisburg, PA 17109
717-920-8520



Cell: 432-559-6519
mike.white@upsmidstream.com

22243 Hwy 8 West
Trout, LA 71371
318-992-6010

3913 Hwy 90 East
Broussard, LA 70518
337-233-4640

200 Lear Drive
Hammond, LA 70401
985-542-0600

990 Peiffers Lane
Harrisburg, PA 17109
717-920-8520

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE CITY MANAGER TO ACCEPT UNIVERSAL PLANT
SERVICES' ESTIMATE FOR THE REPLACEMENT OF CAM BEARINGS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. ____

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND
AUTHORIZING THE CITY MANAGER TO ACCEPT UNIVERSAL PLANT
SERVICES' ESTIMATE FOR THE REPLACEMENT OF CAM BEARINGS**

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

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

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

WHEREAS, the City of Rochelle (“City”) operates an electric utility through the Rochelle Municipal Utilities (“RMU”), one of its departments; and

WHEREAS, the RMU has diesel generators to generate electricity during peak usage; and

WHEREAS, Peaker Engine Number 3 has never been rebuilt and needs to have new cam bearings installed to reduce the possibility of future mechanical failures; and

WHEREAS, the cost of the installation of the cam bearings for Peaker Engine Number 3 will be \$25,137.50, per the quote of Universal Plant Services, attached hereto as Exhibit 1; and

WHEREAS, Universal Plant Services is familiar with Fairbanks Morris equipment, who is the manufacturer of Peaker Engine Number 3 and staff believes that it is necessary and prudent to have Universal Plant Services make all necessary repairs; and

WHEREAS, the City desires to waive competitive bidding requirements and authorize the City Manager to accept the quote of Universal Plant Services for the installation of Fairbanks Morris cam bearings for Peaker Engine Number 3 (“Quote”) for the City in an amount not to exceed \$25,137.50; 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 accept the Quote of Universal Plant Services for the installation of Fairbanks Morris cam bearings for Peaker Engine Number 3; and

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby approve said Quote Universal Plant Services for the installation of Fairbanks Morris cam bearings for Peaker Engine Number 3 in an amount not to exceed \$25,137.50; substantially in form and with the same pricing terms as the quote attached hereto as Exhibit 1, and the Mayor and/or City Manager are hereby authorized to execute any and all agreements necessary to effectuate said Quote, subject to review and revision as to form by the City Attorney.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____, “AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO ACCEPT ACCEPT UNIVERSAL PLANT SERVICES’ ESTIMATE FOR THE REPLACEMENT OF CAM BEARINGS” which was adopted by the Mayor and City Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

3. Resolution Authorizing the Purchase of a 2,000 Gallon Spreader - Water Reclamation

**ROCHELLE CITY COUNCIL
REGULAR MEETING 9/12/22
AGENDA ITEM NO. ?**

SUBJECT: Approve resolution for the purchase of a Topshot Slinger Manure Spreader

Staff Contact: Adam Lanning

Summary: In August 2022, RMU staff rented a tractor and manure spreader to conduct a full scale trial to dewater sludge produced at the water reclamation facility. Currently, we produce approximately 5,000 tons of sludge per year at an average consistency of 80% water that is hauled to the landfill by Northern Illinois Disposal. After the normal dewatering operation at our reclamation facility the sludge was then slung out on a concrete pad to allow air drying. The trial which lasted 2 weeks, produced a sludge consistency of 15% water. We also conducted lab testing to confirm if this air drying operation can meet federal land application requirements to land apply the sludge rather than disposing of it in the landfill. An application will be submitted to Illinois EPA and should know within 3-4 months if we meet the requirements. Johnson Tractor can provide a tractor to lease at a rate of \$1500 per month and for now that would be the only equipment we would need.

Funding Sources:

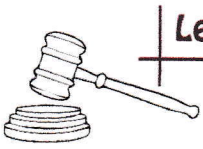
Source:	Budgeted Amount:	Proposed Expenditure:
Cash Reserve		\$18,500
Total		

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

Recommendation: Approve a resolution authorizing the purchase of a used Topshot Slinger Manure Spreader for \$18,500 from Lenny Bryson Auctioneer.

Supporting Documents:

Document Link 1
Document Link 2
Document Link 3



Lenny Bryson Auctioneer

SALES OF ALL TYPES

PO BOX 38.

Section VI, Item 3.

Ph: 815-946-4120 • Fax: 815-946-4120

www.lennybrysonauctioneer.com

brysonauctions@hotmail.com

August 30th, 2022

City of Rochelle
888 Treatment Plant rd
Rochelle, IL 61068

RE: Slinger Manure Spreader

Please find below the item being offered for sale, used, as is.
Lenny Bryson is not aware of any mechanical issues with the spreader.

H.S. 5120 Topshot Slinger Manure Spreader

TS5120 Model

540 P.T.O.

Serial # 211127

2,000 Gallon Spreader

Being offered for sale "USED AS IS"; we are aware of no issues.

\$ 18,500.00 total

Picked Up- Polo, IL

Please respond with confirmation that you would like to purchase the spreader with the terms provided.

Let me know if you have or need any additional information.

Thank you,

Lenny Bryson

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2,000 GALLON
SPREADER FOR THE WATER RECLAMATION DEPARTMENT**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

**RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2,000 GALLON
SPREADER FOR THE WATER RECLAMATION DEPARTMENT**

September 12, 2022

RESOLUTION NO. _____

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

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

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

WHEREAS, the Water Reclamation Department generates sludge as a by-product of the water reclamation process, which is disposed of in the City’s landfill; and

WHEREAS, the sludge consists of approximately 80% water, which adds to the cost of transporting and disposing of the sludge; and

WHEREAS, the Superintendent of Water and Water Reclamation has determined that the sludge can be spread out and dried by the sun, to eliminate the excess water from the sludge; and

WHEREAS, after the sludge is dried it may meet EPA requirements to spread on land and used as fertilizer for farms; and

WHEREAS, the Superintendent of Water and Water Reclamation is performing testing to determine if the sludge can be land applied after drying and has interest from local farmers to take the dehydrated sludge to be used as fertilizer on their respective farms; and

WHEREAS, the Superintendent of Water and Water Reclamation has located a used H.S. 5120 Topshot Slinger 2,000-gallon spreader for \$18,500.00, as offered in Exhibit 1, attached hereto; and

WHEREAS, the process of dehydrating the sludge will reduce the amount of waste sent to the landfill, reduce the City’s expense of transferring the sludge to the landfill, and could repurpose the sludge as fertilizer; and

WHEREAS, the Mayor and City Council find that it is in the best interest of the City and its residents to authorize the City Manager to purchase a H.S. 5120 Topshot Slinger Manure 2,000-

gallon Spreader in an amount not to exceed \$18,500.00; with the same pricing terms as the quote attached hereto as Exhibit 1; and

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

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

SECTION TWO. The Mayor and City Council hereby authorize the City Manager to purchase a H.S. 5120 Topshot Slinger Manure 2,000-gallon Spreader in an amount not to exceed \$18,500.00; with the same pricing terms as the quote attached hereto as Exhibit 1, subject to review by the City attorney.

SECTION THREE. The provisions of this Resolution are severable and if any court of competent jurisdiction shall declare any portion of this Resolution to be invalid or unenforceable, said decision shall not affect any portion of this Resolution, other than the part declared invalid or unenforceable. This City Council hereby declares that it would have enacted this Resolution even with the invalid or unenforceable portion deleted.

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

SECTION FIVE. That any resolution or motion in conflict with this Resolution is hereby repealed insofar as it conflicts with this Resolution.

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2,000 GALLON
SPREADER FOR THE WATER RECLAMATION DEPARTMENT” which was adopted by the
Mayor and City Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

4. Ordinance Amending Chapter 110-120 of the Rochelle Municipal Code Pertaining to B-1 Central Commercial District

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: An Ordinance Amending Chapter 110-120 of the Rochelle Municipal Code Pertaining to B-1 Central Commercial District

Staff Contact: Michelle Pease, Community Development Director

Summary: The City of Rochelle is proposing text amendments to the Zoning Code, Section 110-120, B-1 Central Commercial District to add the following:

ADDED Language

(2) Special uses and developments.

The following alterations to any vacant land or existing structure may be permitted within the B-1 Central Commercial District under the conditions and requirements specified in (Sec. 110-31. Special Uses):

- a. The new construction of any primary or accessory structure.**
- b. Any addition to an existing structure.**
- c. Any project that would change the physical appearance of any elevation of any side of an existing structure.**

By adding this language to the B-1 Central Commercial District, the Planning and Zoning Commission and City Council will have the opportunity to review each potential new special use/construction project on a case-by-case basis.

On Tuesday, September 6, 2022, the Planning and Zoning Commission voted 7-0 to approve the proposed text amendment for a B-2 Central Business District.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

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

Recommendation: Approve the ordinance for an Amendment of the Rochelle Municipal Code pertaining to B-1 Central Business District Development- Special Use.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE AMENDING CHAPTER 110-120 OF THE ROCHELLE
MUNICIPAL CODE PERTAINING TO B-1 CENTRAL COMMERCIAL
DISTRICTS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 110-120 OF THE ROCHELLE
MUNICIPAL CODE PERTAINING TO B-1 CENTRAL COMMERCIAL
DISTRICTS**

Date Passed: September 12, 2022

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

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

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

WHEREAS, pursuant to the City of Rochelle Zoning Ordinance (the “Zoning Ordinance”), B-1 Central Commercial District did not require any Special Uses for additions, remodeling of an existing building that would change its appearance, or new construction; and

WHEREAS, The City believes that these construction activities should be allowed as special uses, in order to preserve the appearance and uniformity of the buildings in the B-1 Central Commercial District; and

WHEREAS, on September 6, 2022, the Planning and Zoning Commission voted 7 to 0 to recommend amending the Zoning Ordinance to include the special use requirement in Section 110-120 of the Zoning Code; and

WHEREAS, the Mayor and City Council have determined that it is appropriate and in the best interest of the welfare of City and its residents to amend Section 110-120 of the City’s Zoning Code to add the special use requirements to the B-1 Central Commercial District Zoning District as set forth in Section Two below;

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

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

SECTION TWO: Chapter 110, “ZONING”, Article V, “DISTRICTS”, Division 3, “COMMERCIAL DISTRICTS”, of the Municipal Code of the City of Rochelle shall be hereby amended by adding the following underlined language:

DIVISION 3 – COMMERCIAL DISTRICTS

Sec. 110-120. B-1 central commercial district.

The B-1 central commercial district provides for the continued development of the principal business and shopping areas of the city. Mixed use in the central commercial district permits residential units in commercial buildings only when located above the first floor.

- (1) Central commercial district dwellings shall have the following minimum floor area for each living unit:
 - a. Two bedrooms, 600 square feet.
 - b. One bedroom, 450 square feet.
 - c. Efficiency unit, 300 square feet.

B-1 Central Commercial District	
Min. lot area (sq. ft.)	n/a
Min. lot width (sq. ft.)	n/a
Min. front yard setback (ft.)	n/a
Min. rear yard setback (ft.)	n/a
Min. side yard (interior) setback (ft.)	n/a
Min. side yard (corner) setback (ft.)	n/a
Max. building height (ft.)	60

(2) Special uses and developments.

The following alterations to any vacant land or existing structure may be permitted within the B-1 Central Commercial District under the conditions and requirements specified in (Sec. 110-31. Special Uses):

- a. The new construction of any primary or accessory structure.
- b. Any addition to an existing structure.
- c. Any project that would change the physical appearance of any elevation of any side of an existing structure.

SECTION THREE: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other

provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
 COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
 “AN ORDINANCE AMENDING CHAPTER 110-120 OF THE ROCHELLE MUNICIPAL
 CODE PERTAINING TO B-1 CENTRAL COMMERCIAL DISTRICTS ,” which was adopted
 by the Mayor and City Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
 the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

5. Ordinance Granting Variation Related to Setbacks for the Property Located at 323 W 2nd Avenue,
Rochelle, Illinois

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: An Ordinance Granting Variation Related to Setbacks for the Property Located at 323 W 2nd Avenue, Rochelle, Illinois

Staff Contact: Michelle Pease, Community Development Director

Summary: The petitioner is seeking a variance of setbacks to construct a proposed Body/Mechanic Shop, located at 323 W. 2nd Ave. The subject property is zoned I1, Light Industry. The petitioner is requesting a variance of building setbacks and landscape buffer.

Sec. 110-313. - Interior parkways, (3) a. Industrial districts, A minimum 50' interior parkway from the Right of Way is required for a landscape buffer. The property at 323 W. 2nd Ave. is a corner lot which gives the property two frontages. Sec. 110-140, I-1 Light Industry District requires a 15' side yard setback and corner lots have a 20' setback requirement on both frontages.

The petitioner is requesting the following variances:

Variance of landscaping buffer (Sec. 110-314) (3) a. 38' variance on the west side and 28' variance on the south side.

Variance of building setbacks (Sec. 110-140) 5' variance on the east side and 8' on the west side.

The petitioner is requesting to construct a building that requires setback variances because where his business is currently located is being sold and he is being forced to relocate. No alternative locations are available; therefore, he purchased the adjacent lot. The petitioner wants to continue to be located close to the downtown central business district and continue to run a successful business that is supported by our community. This has been a viable business for 10 years. The size of the building he is requesting the variance for is the smallest possible footprint to fit the paint booth and everything necessary to operate his body shop. With the required building setbacks combined with landscaping buffer requirements, there is no buildable area left on the property without a variance.

On Tuesday, September 6, 2022, the Planning and Zoning Commission voted 7-0 to approve the Variance of Code.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

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

Recommendation: Approving the ordinance for a variance of setbacks and landscaping.



THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS
FOR THE PROPERTY LOCATED AT 323 W. 2nd AVENUE, ROCHELLE,
ILLINOIS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____
Date: September 12, 2022

**AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS
FOR THE PROPERTY LOCATED AT 323 W. 2nd AVENUE, ROCHELLE,
ILLINOIS**

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

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

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

WHEREAS, on the Planning and Zoning Commission heard testimony on Petition #PZC-14-21 submitted by Robert Kuehl (“Petitioner”), requesting a Variation from certain setbacks requirements (“Variation”); and

WHEREAS, Petitioners seek a setback for variations of the building located at 323 W. 2nd Avenue, Rochelle, Illinois for setbacks related to the building and landscape buffers; and

WHEREAS, the anticipated building at this location will require a variance for the setbacks of the new building, as well as the landscape buffer; and

WHEREAS, Section 110-313(3)(a) of Rochelle’s Municipal Code, entitled Interior parkways, requires a minimum of 50 feet interior parkway from the Right of Way for a landscape buffer; and

WHEREAS, Section 110-140 of Rochelle’s Municipal code, requires buildings in the I-1 Light Industry District to have a 15’ side yard setback and that corner lots have a 20’ setback on both frontages; and

WHEREAS, the property at 323 W. 2nd Avenue, Rochelle, Illinois is a corner lot with two frontages; and

WHEREAS, Petitioner is requesting the variations to allow Petitioners to construct a building, so that Petitioner can remain in Rochelle, as his current building is being sold and he is being forced to relocate; and

WHEREAS, pursuant to Section 74-33, 74-34 and 110-101 of the City Code, the Planning and Zoning Commission has the authority to review and recommend a petition for Variations related to setbacks to the Mayor and City Council; and

WHEREAS, Petitioner has sought variations from the set-back requirements in his Petition; and

WHEREAS, on September 6, 2022, after hearing testimony on the petition, the Planning and Zoning Commission voted in favor recommending Petition #PZC-14-22, by a vote of 7-0, for variation from the setback requirements of Section 110-314(3)(a) and Section 110-140 to the Rochelle Municipal Code to the Mayor and City Council; and

WHEREAS, it the Mayor and City Council of the City of Rochelle find that the set-back Variations from Sections 110-314 and 110-140 of the Rochelle Municipal Code meet all of the criteria necessary for the granting of said Variations; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Rochelle that it is in the best interest of the City and its residents to accept the findings and recommendations of the Planning and Zoning Commission and to approve said set-back Variations as requested by Petitioner; and

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

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

SECTION TWO. The Variations set forth herein below shall be applicable to the following described property:

See legal description attached hereto as Exhibit A.

(Located at 323 W. 2nd Avenue, Rochelle, Flagg Township, Ogle County, Illinois)

(Hereafter referred to as the “Subject Property”)

SECTION THREE. That the Variations at the Subject Property are granted as follows:

- 1.) A variance granting relief from Section 110-313, which provides that - Interior parkways in Industrial Districts have a minimum 50’ interior parkway from the Right of Way is required for a landscape buffer; and Section 110-140 for I-1 Light Industry District, which

requires a 15' side yard setback and that corner lots have a 20' setback requirement on both frontages

2.) The variations shall allow Petitioner relief as follows:

- A. A variance of landscaping buffer in Section 110-314)(3) of a 38' variance on the west side of Petitioner's lot and 28' variance on the south side of Petitioner's lot.
- B. A variance of building setbacks in Section 110-140 of five feet variance on the east side of Petitioner's building and a variance of eight feet on the west side of Petitioner's building.

SECTION FOUR: The City Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance with the attached Exhibit A, to be recorded in the Office of the Ogle County Recorder.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION

PARCEL: 24-24-387-001

DESCRIPTION:

Lot Four (4) in Block (22) in the Original Town of Lane, now City of Rochelle, according to the Plat thereof recorded in Book D of Plats, Page 2, in the Recorder's Office in Ogle County, Illinois; situated in the Township of Flagg, County of Ogle and State of Illinois.

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS FOR THE PROPERTY
LOCATED AT 323 W. 2nd AVENUE, ROCHELLE, ILLINOIS” which was adopted by the Mayor and
City Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

6. Ordinance Re-Zoning Property located at 450 Willis Avenue, Rochelle, Illinois

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: An Ordinance Re-Zoning Property located at 450 Willis Avenue, Rochelle, Illinois

Staff Contact: Michelle Pease, Community Development Director

Summary: 450 Willis Avenue, parcel number 24-36-127-001, is vacant land and sits at the corner of Willis Avenue and Lake Lida Lane. It is 1.59 acres and is currently zoned B2, Commercial Highway. The petitioner is requesting to rezone the subject property from a B2 Commercial Highway to an R5 Multi-Family, High Density Residential. The purpose for the request to rezone to an R5 is to build an apartment building.

The property is surrounded by B-2 Commercial Highway on the west, north and south and R5 Multi-Family, High Density Residential immediately to the east, northeast and southeast.

Section 110-314 – Buffer Yards. Multiple-family residential districts. A minimum fifteen (15) foot wide planting strip shall be provided along the entire length of the buffer yard.

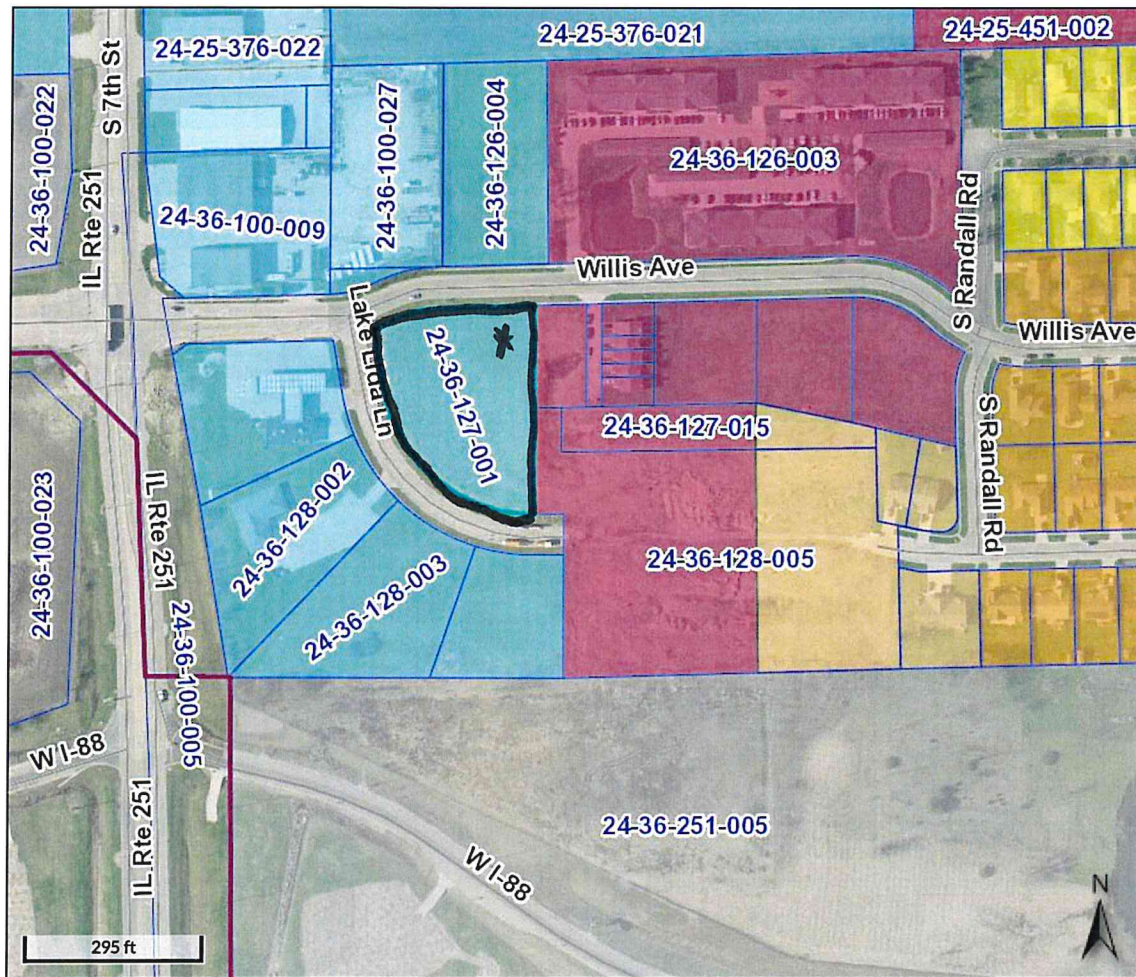
On Tuesday, September 6, 2022, the Planning and Zoning Commission voted 7-0, to approve the proposed rezone.

Funding Sources:

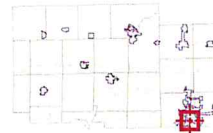
Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Incorporate dynamic planning and evaluation in City-wide planning.

Recommendation: Approve the ordinance for Re-Zoning Property located at 450 Willis Avenue, Rochelle, Illinois.



Overview



Legend

Rochelle Zoning

- B1 - Commercial - Central Business
- B2 - Commercial Highway
- B3 - Commercial - Neighborhood
- I1 - Light Industry
- I2 - General Industri
- I3 - Heavy Industry
- PUD-C - Planned Unit Developmen - Commercial
- PUD-R - Planned Unit Development Residential
- R1 - Single Family, Low Density Residential
- R2 - Single Family - Low Density Residential
- R3 - Single Family, Moderate Density Residential
- R4 - Multi-Family, Low Density Residential
- R5 - Multi-Family, High Density Residential
- RD - Rural Development
- RO - Residential - Office
- Technology Overla District
- Municipalities
- Townships
- Roads
- Tax Parcels

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE RE-ZONING PROPERTY LOCATED AT 450 WILLIS AVENUE,
ROCHELLE, ILLINOIS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____
Date Passed: September 12, 2022

**AN ORDINANCE RE-ZONING PROPERTY LOCATED AT 450 WILLIS AVENUE,
 ROCHELLE, ILLINOIS**

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

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

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

WHEREAS, the Seldal Properties LLC (“Petitioner”) is the owner of a certain property located at 450 Willis Avenue, Rochelle, Ogle County, Illinois and as legally described in Exhibit A (hereinafter “Property”); and

WHEREAS, the Petitioner has submitted a Petition (PZC-12-22) and a request has been made by the Petitioner to re-zone the property R-5 Multi-Family, High Density Residential District Zoning, and

WHEREAS, following due and proper publication of notice, the Planning and Zoning Commission held a public hearing on September 6, 2022 for the Petition, where it considered the re-zoning of the Property to provide for to R-5 Multi-Family, High Density Residential District Zoning from the currently Zoned B-2 Commercial Highway District Zoning for the Property and recommended the foregoing by a vote of 7-0; and

WHEREAS, all petitions, documents, agreements, notices, and other necessary legal requirements are in full compliance with the Illinois Municipal Code 65 ILCS 5/7-1-1; and

WHEREAS, the Mayor and City Council adopt the Report of Findings from the Planning and Zoning Commission from its September 6, 2022 public hearing; and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and its residents that the Property be re-zoned to R-5 Multi-Family, High Density Residential District Zoning; and

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

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

SECTION TWO: The Property shall be re-zoned High Density Residential District Zoning and the Director of the Community Development Department shall cause the Zoning District Map of the City of Rochelle to be amended to place the Property in the R-5 High-Density Residential District Zoning.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

LEGAL DESCRIPTION

PARCEL: 24-36-127-001

Lot 5 in Lake Lida – Phase I in the City of Rochelle, according to the Plat thereof recorded in Plat File C, Page 54, in the recorder's office of Ogle County, Illinois.

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE RE-ZONING PROPERTY LOCATED AT 450 WILLIS AVENUE,
ROCHELLE, ILLINOIS” which was adopted by the Mayor and City Council of the City of
Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

7. Ordinance Granting Variation Related to Setbacks for a Fence for the Property Located at 421 S. 3rd Street, Rochelle, Illinois

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: An Ordinance Granting Variation Related to Setbacks for a Fence for the Property Located at 421 S. 3rd Street, Rochelle, Illinois

Staff Contact: Michelle Pease, Community Development Director

Summary: The petitioner is seeking a variance of setbacks to construct a proposed four-foot chain link fence beyond the building line at 421 S. 3rd Street. The property is zoned R5, Multi Family High Density Residential. The petitioner is requesting to extend the fence beyond the building line from the southeast corner of the driveway, south up to the public sidewalk, west parallel along the public sidewalk, then back north to the front southeast corner of the house.

Sec. 110-545- Residential, Security and Farm Fences (1). On corner lots, no fence or wall will extend beyond the street setback requirements, or building line, whichever is greater.

Compliance with Sec. 110-545 would place the petitioners fence directly through the middle of their usable yard, reducing the enclosed area to a 10' wide strip. The petitioner's reason for the request is to "ensure the safety of children by providing a minimally adequate enclosed play area along a busy street."

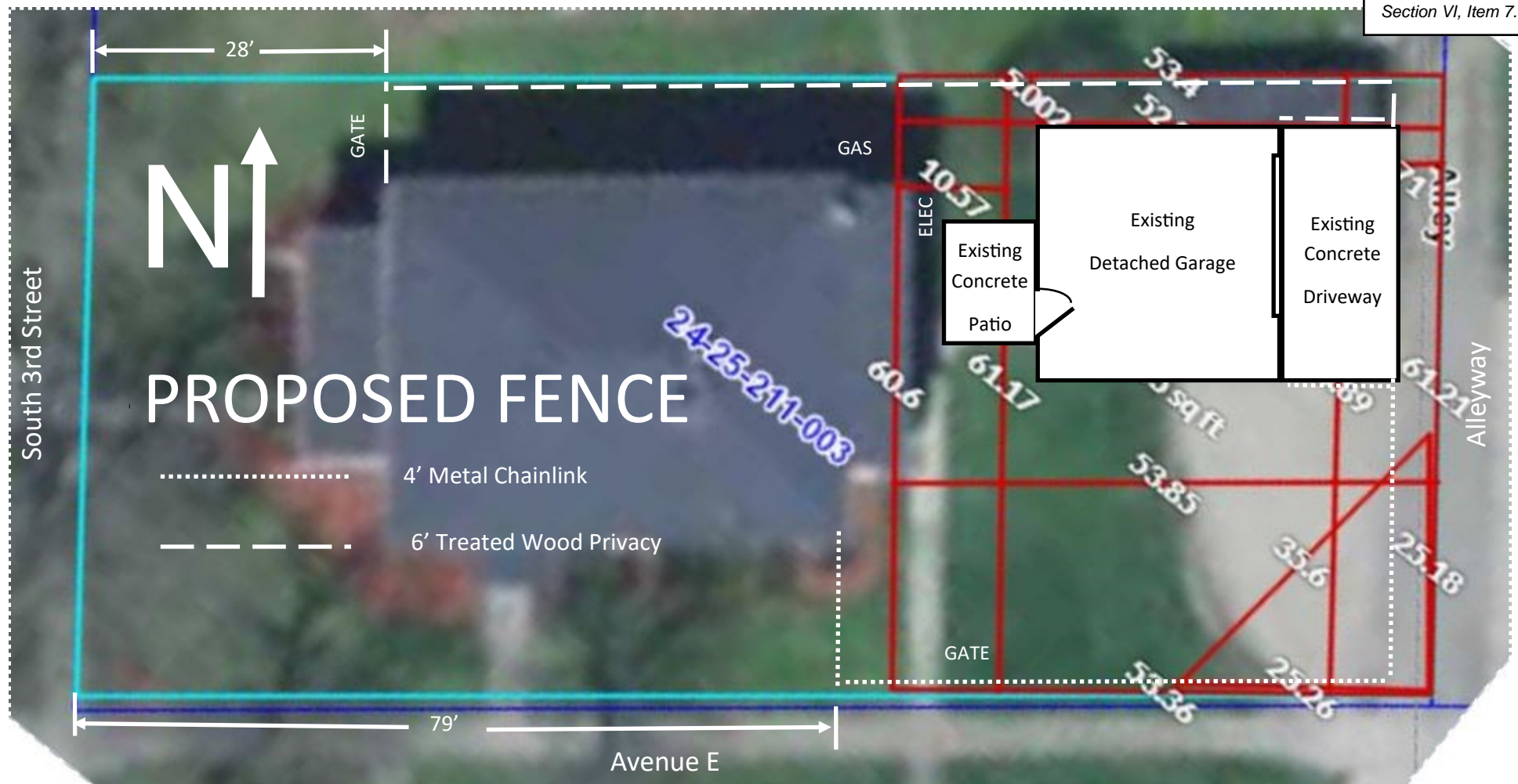
On Tuesday, September 6, 2022, the Planning and Zoning Commission voted 7 to 0, to approve the approve the Variance of Code.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:

Strategic Plan Goal Application: Incorporate dynamic planning and evaluation in City-wide planning.

Recommendation: Approve the ordinance Granting Variation Related to Setbacks for a Fence for the Property Located at 421 S. 3rd Street.



PROJECT: Install New Fence

ADDRESS: 421 South 3rd. Street, Rochelle, IL 61068

OWNERS: Toby & Betsy Petrie / (815) 757-1218 / tobybetsy@aol.com

CONTRACTOR: Avila Fencing / DeKalb, IL

SCOPE OF WORK: Install new fencing, as follows: 1.) Install 6' wood privacy fencing at interior side yard (north side) beginning approx. 28' back from west lot boundary at front corner (northwest corner) of house, (gate to front yard) extending north to north lot boundary, proceeding east along north lot boundary to east lot boundary at alleyway, extending to driveway and back to northeast corner of garage wall. *2.) Install 4' chain link fencing at rear yard (south side) beginning approx. 79' back from west lot boundary at rear corner (southwest corner) of house, extending south to south lot boundary along sidewalk, (gate at sidewalk) extending to east lot boundary at alleyway, extending north to driveway and back to southeast corner of garage wall. All fencing to be located within lot boundaries. *Zoning Variance Request.

Gas meters located at northeast corner of building. Electric meters located on northeast corner of building.

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS
FOR A FENCE FOR THE PROPERTY LOCATED AT 421 S. 3RD STREET,
ROCHELLE, ILLINOIS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE NO. _____
Date: September 12, 2022

**AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS
FOR A FENCE FOR THE PROPERTY LOCATED AT 421 S. 3RD STREET,
ROCHELLE, ILLINOIS**

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

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

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

WHEREAS, on the Planning and Zoning Commission heard testimony on Petition #PZC-13-21 submitted by Betsy and Toby Petrie (“Petitioners”), requesting a Variation from certain setbacks requirements (“Variation”); and

WHEREAS, Petitioners seek a setback for variations of the building located at 421 S. 3rd Street, Rochelle, Illinois for the installation of a new fence; and

WHEREAS, the existing building at this location will require a variance for the setbacks of the fence, otherwise the fence would have to be installed directly through the middle of the usable yard, reducing the enclosed area to a 10-foot wide strip; and

WHEREAS, Section 110-545, entitled “Residential, Security and Farm Fences,” prohibits, on corner lots, any fence or wall from extending beyond the street setback requirements, or building line, whichever is greater; and

WHEREAS, Petitioners are requesting a variation to allow Petitioners to extend the fence on the property beyond the building line from the southeast corner of the driveway, south up to the public sidewalk, west parallel along the public sidewalk, then back north to the front southeast corner of the house; and

WHEREAS, the Petitioners are seeking the variation to ensure the safety of children by providing a minimally adequate enclosed play area along a busy street; and

WHEREAS, pursuant to Section 74-33, 74-34 and 110-101 of the City Code, the Planning and Zoning Commission has the authority to review and recommend a petition for Variations related to setbacks to the Mayor and City Council; and

WHEREAS, Petitioners have sought variation from the set-back requirements in their Petition; and

WHEREAS, on September 6, 2022, after hearing testimony on the petition, the Planning and Zoning Commission voted in favor recommending Petition #PZC-13-22, by a vote of 7-0, for a variation from the setback requirements of Section 110-545 to the Rochelle Municipal Code to the Mayor and City Council; and

WHEREAS, it the Mayor and City Council of the City of Rochelle find that the set-back Variation from Section 110-545 to the Rochelle Municipal Code meets all of the criteria necessary for the granting of said Variation; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Rochelle that it is in the best interest of the City and its residents to accept the findings and recommendations of the Planning and Zoning Commission and to approve said set-back Variation as requested by Petitioners; and

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

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

SECTION TWO. The Variation set forth herein below shall be applicable to the following described property:

See legal description attached hereto as Exhibit A.

(Located at 421 S. 3rd Street, Rochelle, Flagg Township, Ogle County, Illinois)

(Hereafter referred to as the “Subject Property”)

SECTION THREE. That the Variation at the Subject Property be granted as follows:

- 1.) A variance granting relief from Section 110-545, which provides that Residential, Security and Farm Fences on corner lots, cannot extend beyond the street setback requirements, or building line, whichever is greater.

- 2.) The variance shall allow Petitioners to extend the fence on the property beyond the building line from the southeast corner of the driveway, south up to the public sidewalk, west parallel along the public sidewalk, then back north to the front southeast corner of the house.

SECTION FOUR: The City Clerk shall be and is hereby authorized and directed to cause a certified copy of this Ordinance with the attached Exhibit A, to be recorded in the Office of the Ogle County Recorder.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION

PARCEL: 24-25-211-003

DESCRIPTION:

The North Sixty-one (61) feet of the South Sixty-two and one-half (62 ½) feet of Lot Two (2) in Block Four (4) in Braiden's (First) Addition in the City of Rochelle, According to the Plat Thereof recorded in Book A of Plats, Page 145, in the Recorder's Office in Ogle County, Illinois.

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
“AN ORDINANCE GRANTING VARIATION RELATED TO SETBACKS FOR A FENCE FOR THE
PROPERTY LOCATED AT 421 S. 3RD STREET, ROCHELLE, ILLINOIS” which was adopted by the
Mayor and City Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

8. Ordinance Amending Ordinance No. 45-OH with respect to the Lee Ogle Enterprise Zone and the Enterprise Zone Intergovernmental Agreement

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

SUBJECT: An Ordinance Amending Ordinance No. 45-OH with respect to the Lee Ogle Enterprise Zone and the Enterprise Zone Intergovernmental Agreement

Staff Contact: Jason Anderson

Summary:

The Lee Ogle Enterprise Zone, which supports commercial and industrial growth in the City of Rochelle, is a partnership of many other municipalities and two counties. A relocation project is occurring in rural Lee County and the City of Amboy. The company, Z-Best Enterprises, manufactures steel siding and roofing in rural Lee County site, but due to limitations including electrical power, 12-month road access, and zoning, are relocating into the City of Amboy and also to an additional new site just outside of Amboy. The EZ board is seeking to ease the burden on this business by allowing them to be able to fully use the incentive. This change requires the use of 16.13 acres. Upon this change's approval by the State of Illinois, 456.26 acres of unallocated space remain for future zone amendments.

Funding Sources:

Strategic Plan Goal Application: Economic and Business Development

Recommendation: It is the staff's recommendation that the City Council approve an Ordinance Amending Ordinance No. 45-OH with respect to the Lee Ogle Enterprise Zone and the Enterprise Zone Intergovernmental Agreement.

Supporting Documents: An Ordinance Amending Ordinance No. 45-OH
Amendment 14 to Addendum "A" Description for Recording
Amendment 14 to Addendum "B"

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 45-OH

WHEREAS, the City of Rochelle has previously adopted Ordinance No. 45-OH with respect to the Lee Ogle Enterprise Zone and the Enterprise Zone Intergovernmental Agreement; and

WHEREAS, the parties have indicated their willingness and desire to further expand the Enterprise Zone to include specific project sites in the City of Amboy and Rural Lee County; and

WHEREAS, the Council of the City of Rochelle, hereby makes those findings set forth in said Enterprise Zone Intergovernmental Agreement, that said areas to be added to the Lee Ogle Enterprise Zone meet the statutory requirements of contiguity to the existing zone, not exceeding the total allowable area of the zone, having specific development commitments, and stimulating neighborhood residential or commercial revitalization; or said areas meet the statutory requirements of contiguity to the existing zone, not exceeding the total allowable area of the zone and meeting three of the ten criteria tests of the State of Illinois; and;

NOW, THEREFORE, be it ordained by the Council of the City of Rochelle, Illinois, as follows:

SECTION 1: Amendment 14 to Addendum A, “Lee Ogle Enterprise Zone Description for Recording,” shall provide a description of the amended zone area, a copy of which is attached hereto and made a part hereof.

SECTION 2: The Mayor is authorized to execute Amendment 14 to Addendum “B”, an Enterprise Zone Intergovernmental Agreement heretofore entered into by the City.

SECTION 3: That Subsection entitled “Lee Ogle Enterprise Zone Area and Funding Formula for EZ Administration Operating Expense”, in Section 5- “Administration Fees” of ORDINANCE NO. 45-OH, is amended to read as follows:

Administration Fees.

- 2) Designating Units of Government – The Designating Units of Government agree to provide financial assistance to the organization employing the Zone Administrator. Said assistance shall be calculated using a per capita rate of \$0.75 (seventy-five cents) based on the population of the respective Designating Units of Government according to the decennial census as well as allocation of Enterprise Zone Acreage as described below:

Lee Ogle Enterprise Zone Area and Funding Formula for EZ Administration Operating Expense incorporating Amendment 14 Amboy Area

2010 US Census Population Lee & Ogle Counties

Dixon	15,733	Rochelle	9,574
Amboy	2,500	Mount Morris	2,998
Ashton	972	Oregon	3,721
Franklin Grove	1,021		

Lee	36,031	Ogle	53,497
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Total population both counties	89,528
Budget of \$.75 Per Capita for EZ Admin	\$67,146.00

LEE COUNTY AREA PORTIONS	Area	Percent of Zone
Original Area to Uninc. Lee	3206.25 acres	35.065%
Original Area To Dixon	1157.32 acres	12.657%
Original Connector Strips	9.05 acres	0.099%
To Amend. 1-Amboy	75.10 acres	0.821%
To Amend. 4-Dixon/Aanchor	4.16 acres	0.045%
To Amend. 5-Amboy/Jhnsn Trct	4.55 acres	0.050%
To Amend. 6-Ashton	66.24 acres	0.724%
To Amend. 10-Duke Solar Strip	0.58 acres	0.006%
To Amend. 11-Franklin Grove	61.90 acres	0.677%
To Amend. 13-Dixon/Hvarre	18.14 acres	0.198%
To Amend. 14-Amboy	2.09 acres	0.023%
To Amend. 14-Lee County	14.04 acres	0.154%
Total Area To Lee County	4619.41 acres	50.520%

OGLE COUNTY AREA PORTIONS	Area	Percent of Zone
Original area to Uninc. Ogle	1066.92 acres	11.668%
Original area to Rochelle	3130.40 acres	34.235%
Original Connector Strips	9.05 acres	0.099%

To Amend. 2-Mount Morris	199.41 acres	2.181%
To Amend. 3-Rochelle/Manor Ct	19.63 acres	0.215%
To Amend. 6-Oregon	91.76 acres	1.003%
To Amend. 8-Rochelle/Pilot	12.12 acres	0.133%
From Amend. 9-Rochelle Correct	-14.43 acres	-0.158%
<u>To Amendment 13-Oregon/Hvarre</u>	<u>9.48 acres</u>	<u>0.104%</u>
Total Area To Ogle County	4524.33 acres	49.480%
Total Area allocated to Zone	9143.740 acres	95.25%
<u>Acres in reserve (unallocated)</u>	<u>456.26 acres</u>	<u>4.75%</u>
Maximum Statutory Area	9600 acres	100%

LEE COUNTY FINANCIAL SHARE

Lee County Share	\$9,904
Dixon Share	\$21,838
Amboy Share	\$670
Ashton Share	\$600
Franklin Grove Share	\$595

50.52% of Budget \$33,607

Total Budget for Administration

OGLE COUNTY FINANCIAL SHARE

Ogle County Share	\$7,433
Rochelle Share	\$23,526
Mount Morris Share	\$1,750
Oregon Share	\$830

49.48% of Budget \$33,539

\$67,146

Budget shall be adjusted each year for the following year according to the 3-year rolling average of each year's annualized October CPI published by the US-BLS, with a 2018 basis year.

SECTION 4: The provisions and Sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 5: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, and publication, as required by law.

Passed by the Mayor and the City Council of the City of Rochelle this _____ day of _____, 2022.

BY: _____
Mayor

ATTEST: _____
City Clerk

AMENDMENT 14 TO ADDENDUM "A"

LEE OGLE ENTERPRISE ZONE

DESCRIPTION FOR RECORDING

The LEE OGLE ENTERPRISE ZONE being situated in the County of Lee and County of Ogle and the State of Illinois; described in Addendum A in its Designating Ordinance and subsequent amending ordinances; is hereby amended to include the following described bounded areas; also listing present legal parcels within the bounded areas with the respective Parcel Identification Numbers (PIN).

BOUNDED AREA 1

Starting at a Point of Beginning, in Amboy Township, City of Amboy, Lee County, Illinois, a point stated previously as POINT 650 in AMENDMENT 2 TO AMENDMENT 1 TO ADDENDUM "A", LEE OGLE ENTERPRISE ZONE DESCRIPTION FOR RECORDING, as a part of areas of the LEE OGLE ENTERPRISE ZONE being described in amending ordinances certified by the State of Illinois on November 10, 2020.

At that Point of Beginning, CONNECTOR STRIP 1, which is 3 feet wide, covering an area of 0.0216 acres, extends S45°20'53"E for 309.839 feet to point 1 of BOUNDED AREA 1 of this amendment, then S45°59'48"E for 371.570 feet to Point 2 of BOUNDED AREA 1, then N0°13'14"W for 506.334 feet, then N45°56'34"W for 18.479 feet, then S43°59'38"W for 362.866 feet to return to point 1 and close BOUNDED AREA 1, calculated to include 1.63 acres.

TABLE 1:

An area presently known by LEE COUNTY PIN	15-22-279-001
BOUNDED AREA 1	1.63 acres
CONNECTOR STRIP 1	0.0216 acres
Section info for Lee County Clerk and Recorder A part of:	201022-NE

BOUNDED AREA 2

Starting at Point 2 of BOUNDED AREA 1 of this amendment, CONNECTOR STRIP 2, which is 3 feet wide, covering an area of .1848 acres, extends S36°05'10"E for 2682.852 feet to point 1 of BOUNDED AREA 2 of this amendment, then S59°36'11"W for 104.198 feet, then S64°32'06"W for 77.162 feet, then S45°55'01"E for 3729.920 feet, then N69°25'40"E for 114.505 feet, then N46°00'12"W for 316.888 feet, then N49°34'04"W for 138.434 feet, then N1°35'05"E for 92.205 feet, then N40°49'33"W for 327.580 feet, then N44°44'23"W for 245.991 feet, then N54°23'34"W for 165.898 feet, then N41°54'09"W for 347.046 feet, then N89°38'02"W for 17.190 feet, then N58°25'48"W for 149.636 feet, then N45°53'35"W for 332.541 feet, then N43°12'52"W for 85.180 feet, then N45°56'02"W for 172.829 feet, then N45°56'02"W for 65.525 feet, then N43°46'26"W for 341.456 feet, then N45°55'58"W for

272.216 feet, then N45°34'54"W for 696.343 feet to return to Point 1 and close BOUNDED AREA 2, calculated to include 13.85 acres.

TABLE 2:

An area presently known by LEE COUNTY PINs	15-23-300-007 15-26-200-005
BOUNDED AREA 2 CONNECTOR STRIP 2	13.85 acres 0.1848 acres
Section info for Lee County Clerk and Recorder Parts of:	201023-SW 201023-SE 201026-NE

BOUNDED AREA 3

Starting at a 2nd Point of Beginning, in Amboy Township, City of Amboy, Lee County, Illinois, a point stated previously as the beginning point of side 8 in AMENDMENT 5 TO ADDENDUM "A", LEE OGLE ENTERPRISE ZONE DESCRIPTION FOR RECORDING, an area of the LEE OGLE ENTERPRISE ZONE being described in amending ordinances certified by the State of Illinois on August 9th 2018.

At that 2nd Point of Beginning, CONNECTOR STRIP 3, which is 3 feet wide, covering an area of 0.0893 acres, extends S89°34'46"W for 1114.772 feet, then S0°49'06"E for 182.310 feet to point 1 of BOUNDED AREA 3 of this amendment, then N90°00'00"E for 82.031 feet, then S1°50'51"E for 80.771 feet, then S90°00'00"W for 184.896 feet, then N0°54'34"W for 82.042 feet, then S89°15'56"E for 101.571 feet and close BOUNDED AREA 3, calculated to include 0.35 acres.

TABLE 3:

A portion of the area presently known by LEE COUNTY PIN	15-15-326-007
BOUNDED AREA 3 CONNECTOR STRIP 3	0.35 acres 0.0893 acres
Section info for Lee County Clerk and Recorder Parts of:	201015-SW

The sum of the bounded areas including connecting strips is 16.13 acres added to the LEE OGLE ENTERPRISE ZONE, with 14.04 acres added in Rural Lee County and 2.09 acres added in the City of Amboy.

AMENDMENT 14 TO ADDENDUM “B”

TO THE INTERGOVERNMENTAL AGREEMENT MADE DECEMBER 15, 2015, BY AND BETWEEN THE CITY OF DIXON, THE COUNTY OF LEE, THE CITY OF ROCHELLE AND THE COUNTY OF OGLE REGARDING THE ADMINISTRATION OF THE LEE OGLE ENTERPRISE ZONE.

WHEREAS, the Designating Units of Government wish to further expand the Lee Ogle Enterprise Zone to support vital projects, and;

WHEREAS, a public hearing was held on August 1st, 2022, in the Enterprise Zone, on the question of expanding the Enterprise Zone to include specific areas in the City of Amboy and Rural Lee County, and;

WHEREAS, the areas to be added to the Lee Ogle Enterprise Zone meets the statutory requirements of contiguity to the existing zone, not exceeding the total allowable area of the zone, having specific development commitments, and stimulating neighborhood residential or commercial revitalization; or meeting the statutory requirements of contiguity to the existing zone, not exceeding the total allowable area of the zone, and meeting three of the ten criteria tests of the State of Illinois; and

NOW, THEREFORE, in consideration of the foregoing premises, the Designating Units of Government agree that the intergovernmental agreement shall be amended in the following respects:

A. CHANGE TO SECTION I. OF THE INTERGOVERNMENTAL AGREEMENT– GENERAL PROVISIONS

Subsection D) 2) is hereby amended to read as follows:

D) Administration Fees.

2) **Designating Units of Government** – The Designating Units of Government agree to provide financial assistance to the organization employing the Zone Administrator. Said assistance shall be calculated using a per capita rate of \$0.75 (seventy-five cents) based on the population of the respective Designating Units of Government according to the decennial census as well as allocation of Enterprise Zone Acreage as described below:

Lee Ogle Enterprise Zone Area and Funding Formula for EZ Administration Operating Expense incorporating Amendment 14 Amboy Area

2010 US Census Population Lee & Ogle Counties

Dixon	15,733	Rochelle	9,574
Amboy	2,500	Mount Morris	2,998
Ashton	972	Oregon	3,721
Franklin Grove	1,021		

Lee	36,031	Ogle	53,497
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Total population both counties	89,528
Budget of \$.75 Per Capita for EZ Admin	\$67,146.00

LEE COUNTY AREA PORTIONS	Area	Percent of Zone
Original Area to Uninc. Lee	3206.25 acres	35.065%
Original Area To Dixon	1157.32 acres	12.657%
Original Connector Strips	9.05 acres	0.099%
To Amend. 1-Amboy	75.10 acres	0.821%
To Amend. 4-Dixon/Aanchor	4.16 acres	0.045%
To Amend. 5-Amboy/Jhnsn Trct	4.55 acres	0.050%
To Amend. 6-Ashton	66.24 acres	0.724%
To Amend. 10-Duke Solar Strip	0.58 acres	0.006%
To Amend. 11-Franklin Grove	61.90 acres	0.677%
To Amend. 13-Dixon/Hvarre	18.14 acres	0.198%
To Amend. 14-Amboy	2.09 acres	0.023%
<u>To Amend. 14-Lee County</u>	<u>14.04 acres</u>	<u>0.154%</u>
Total Area To Lee County	4619.41 acres	50.520%

OGLE COUNTY AREA PORTIONS	Area	Percent of Zone
Original area to Uninc. Ogle	1066.92 acres	11.668%
Original area to Rochelle	3130.40 acres	34.235%
Original Connector Strips	9.05 acres	0.099%
To Amend. 2-Mount Morris	199.41 acres	2.181%
To Amend. 3-Rochelle/Manor Court	19.63 acres	0.215%
To Amend. 6-Oregon	91.76 acres	1.003%
To Amend. 8-Rochelle/Pilot	12.12 acres	0.133%
From Amend. 9-Rochelle Corrected	-14.43 acres	-0.158%
<u>To Amendment 13-Hvarre Housing</u>	<u>9.48 acres</u>	<u>0.104%</u>
Total Area To Ogle County	4524.33 acres	49.480%

Total Area allocated to Zone	9143.740 acres	95.25%
Acres in reserve (unallocated)	456.26 acres	4.75%
Maximum Statutory Area	9600 acres	100%

LEE COUNTY FINANCIAL SHARE

Lee County Share	\$9,904
Dixon Share	\$21,838
Amboy Share	\$670
Ashton Share	\$600
Franklin Grove Share	\$595

OGLE COUNTY FINANCIAL SHARE

Ogle County Share	\$7,433
Rochelle Share	\$23,526
Mount Morris Share	\$1,750
Oregon Share	\$830

50.52% of Budget	\$33,607	49.48%	of Budget	\$33,539
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Total Budget for Administration	\$67,146
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Budget shall be adjusted each year for the following year according to the 3-year rolling average of each year's annualized October CPI published by the US-BLS, with a 2018 basis year.

In all other respects, the Intergovernmental Agreement dated December 15, 2015, and as amended and certified by the State of Illinois, shall remain in full force and effect.

(the signature of the parties appears on the following page)

Dated this _____ day of _____, 2022

City of Dixon

City of Amboy

County of Lee

By:_____

By:_____

By:_____

Mayor

Mayor

County Board Chairman

City of Rochelle

Village of Mount Morris

County of Ogle

By:_____

By:_____

By:_____

Mayor

Village President

County Board Chairman

City of Oregon

Village of Ashton

Village of Franklin Grove

By:_____

By:_____

By:_____

Mayor

Village President

Village President

File Attachments for Item:

9. Resolution Authorizing the City Manager to Execute a Development Agreement with the Greater Rochelle Economic Development Corporation Regarding Construction Costs at the Proposed Transloading Center Expansion and Intermodal Container Storage Facility

**ROCHELLE CITY COUNCIL
REGULAR MEETING
AGENDA ITEM NO.**

SUBJECT: Development Agreement between City of Rochelle and GREDCO to construct a new Intermodal Container Yard and improvements to the Rochelle Transload Center

Staff Contact: Jason Anderson

Summary: The City of Rochelle and the Greater Rochelle Economic Development Corporation (GREDCO) are collaborating to improve the capabilities of the Rochelle Transload Center (RTC) and develop an Intermodal Container Yard adjacent to the RTC. The two projects were bid under the direction that the City is the lead agency for the project with GREDCO's bid is named as an Alternative Bid. The contract for both projects will be between the City and Porter Brothers of Rock Falls. This Development Agreement outlines the terms under which the City and GREDCO will manage the two projects together.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A		

Recommendation: Staff recommends approval of the Development Agreement between the City of Rochelle and GREDCO to expand the capabilities of the Rochelle Transloading Yard and the construction of an Intermodal Container Yard.

Supporting Documents:

City of Rochelle – GREDCO Development Agreement
Drawing of Project Site

**DEVELOPMENT AGREEMENT FOR CONSTRUCTION OF THE TRANSLOAD
YARD EXPANSION AND CONTAINER STORAGE FACILITY**

This Development Agreement for construction of the transload yard expansion and container storage facility (the "Agreement") is made and entered into by and between the Greater Rochelle Economic Development Corporation ("GREDCO"), an Illinois not-for-profit corporation, and the City of Rochelle (the "City"), an Illinois municipality, collectively referred to as "the Parties, and this is based on the following recitals:

RECITALS

A. The City holds title to approximately 10 acres in the South One-Half of the Southeast One-Quarter of Section 32, Township 40 North, Range 2 east of the Third Principal Meridian, Dement Township, Ogle County, Illinois, aligned immediately south of an adjacent to the tract defined by real estate permanent index number ("PIN") 25-32-400-022 and lying immediately north of an adjacent tract defined by PIN 25-32-400-017 (the "City Tract" or the "Transload Yard").

B. GREDCO holds the title to the approximately 10 acres in the South One-Half of the Southeast One-Quarter of section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Dement Township, Ogle County, Illinois, defined by PIN 25-32-400-022 (the "GREGO Tract" or the "Container Storage Facility").

C. The City proposes to expand the existing transload yard expansion on the City Tract, and GREDCO proposes to develop an intermodal container storage area for rail containers on the GREDCO Tract.

D. The City issued a Request for Proposal ("RFP") and solicited bids for the expansion of the Transload Yard on the City Tract and the construction of the Container Storage Facility on the GREDCO Tract.

E. The Parties agree that Porter Brothers Construction, Inc.'s response to the RFP, attached hereto as Exhibit 2, in the amount of \$993,008.88 for the City's portion of the improvements and the alternate bid of \$664,146.28 for GREDCO's portion of the improvements, for a combined bid of \$1,657,155.16, was the lowest proposal that met all of the specifications for the aforementioned improvements and is most advantageous to the City and GREDCO.

F. The City also sought engineering and construction management services from Fehr Graham, a local engineering firm familiar with the design and construction of railroad related facilities.

G. The proposal of Fehr Graham for professional services is in the amount of \$149,000.00, attached hereto as Exhibit 2.

H. The City and GREDCO understand and agree that it is more cost effective to have one contractor and one construction management firm for the expansion of the existing transload

yard on the City Tract and to develop an intermodal container storage area for rail containers on the GREDCO Tract.

I. The purpose of the Agreement is to memorialize the division of the costs between the Parties that will be incurred as a result of the expansion of the existing transload yard expansion on the City Tract and to develop an intermodal container storage area for rail containers on the GREDCO Tract and to establish an escrow account, funded by GREDCO as stated herein, which can be drawn upon to pay GREDCO's portion of the construction and professional services.

J. The City and GREDCO agree to cooperate with regard to the development and usage of the proposed transload yard expansion.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and GREDCO agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as representations and undertakings by the City and GREDCO.

2. Payment of Development costs. The City and GREDCO agree to pay for their respective portion of the construction costs as identified in the proposal Porter Brothers Construction, Inc.'s, with the City's portion of the construction costs in the amount of \$993,008.88 and \$664,146.28 for GREDCO's portion of the improvements.

3. Payment of Professional Services costs. GREDCO agrees to pay \$59,600 of the total costs of the proposal of Fehr Graham, which represents GREDCO's pro rata percentage of the total construction costs.

4. Escrow Account. GREDCO agrees to execute an Escrow Agreement, attached hereto as Exhibit 3, and fund the escrow account for GREDCO's payments due in Paragraphs 2 and 3 herein, as follows:

- A. GREDCO shall place 50% of the payments due in Paragraphs 2 and 3 or \$361,873.14, prior to the commencement of construction.
- B. GREDCO shall place the remaining 50% of the payments due in Paragraphs 2 and 3 or \$361,873.14, within 60 days following the commencement of construction.

GREDCO must fund all change orders beyond the payments due in Paragraphs 2 and 3, as the contractor or construction supervisor's invoices are due for said change orders. GREDCO agrees that the City may place a lien on the GREDCO Tract for any unfunded portion of the escrow account and that such lien will accrue interest at a rate of 1.5% per month, until such time as the lien is paid in total.

5. Mutual Indemnification. Each of the City and GREDCO agrees to hold the other harmless, and to indemnify and protect it from and against all costs (including court costs), fees

(including attorney's fees), liabilities, demands and expenses with respect to those matters for which each is responsible pursuant to the terms and conditions of this Agreement.

6. Multiple Counterparts. This Agreement should be executed in multiple counterparts, such counterparts shall collectively be considered one Agreement.

Dated as of this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125
Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3 ESCROW AGREEMENT

This Agreement is by and between Greater Rochelle Economic Development Corporation, an Illinois corporation, State of Illinois (“DEVELOPER”) and the CITY OF ROCHELLE, an Illinois municipal corporation, Ogle, State of Illinois (“CITY”) for the development of the property legally described as approximately 10 acres in the South One-Half of the Southeast One-Quarter of section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Dement Township, Ogle County, Illinois, defined by PIN 25-32-400-022 (the “Property”).

1. DEVELOPER shall place a sum of Seven Hundred Twenty-Three Thousand Seven Hundred Forty-six and 28/100 Dollars (\$723,746.28.) (the “Escrow”) into an Escrow Account to be held by Central Bank, as (“Escrowee”), to be used as surety for improvements improvements on and at the Property. The payments to the Escrow shall be as follows:

- A. GREDCO shall deposit 50% of the total Escrow or \$361,873.14, prior to the commencement of construction on the Property.
- B. GREDCO shall deposit the remaining 50% of the total Escrow or \$361,873.14, within 60 days following the commencement of construction on the Property.

2. CITY, through Fehr Graham, shall provide to DEVELOPER any and all documentation reasonably requested to demonstrate the completion of the improvements, or other construction milestones, agreed upon by the CITY and DEVELOPER on and at the Property prior to any disbursement of the Escrow. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ESCROWEE SHALL MAKE NO DISBURSEMENTS TO THE CITY WITHOUT THE DEVELOPER'S EXPRESS WRITTEN DIRECTION.** Within ten (10) days of the receipt of written notice from the DEVELOPER that the improvements on and at the Property as above described, has been satisfactorily completed, Escrowee shall disburse to CITY from the Escrow any necessary sums due. Escrowee shall be entitled to rely on the correctness of the written notice presented to it by the DEVELOPER and shall be held harmless by the parties hereto with respect to Escrowee's disbursement of the Escrow based on said written notice by the DEVELOPER.

3. Said Escrow shall be held by Escrowee for a period of not more than one (1) year, beginning on September 12, 2022. Additionally, ten (10%) percent of the total funds deposited will be withheld, pending the final dedication and acceptance of all improvements, until Fehr Graham obtains all necessary “Waivers of Lien” from the contractor and determines that all work has been satisfactorily completed.

Commented [DL1]: Need to insert a date, based upon estimated construction start date.

4. Time is of the essence of this Agreement. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

Dated: **September 12, 2022**

DEVELOPER: **GREATER ROCHELLE** CITY: **CITY OF ROCHELLE**
ECONOMIC DEVELOPMENT
CORPORATION

By: _____

By: _____

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION REGARDING CONSTRUCTION COSTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION AND INTERMODAL
CONTAINER STORAGE FACILITY**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION REGARDING CONSTRUCTION COSTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION AND INTERMODAL
CONTAINER STORAGE FACILITY**

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1, et seq.; and

WHEREAS, the City of Rochelle owns and operates a railroad known as the City of Rochelle Railroad which has been assigned the designation of CIR from the American Railroad Association (hereinafter referred to as “CIR”); and

WHEREAS, the City of Rochelle operates a railroad through the Rochelle Municipal Utilities (“RMU), one of its departments; and

WHEREAS, the City is making improvements to expand its transload yard (“Transloading Center”) and Greater Rochelle Economic Development Corporation (“GREDCO”) is developing a container storage facility on its property that is adjacent to the Transloading Center; and

WHEREAS, the City and GREDCO will need to engage a contractor to make certain necessary to improvements for the expansion of the Transloading Center on the City’s property and the development of a container storage facility on GREDCO’S property that is adjacent to the Transloading Center; and

WHEREAS, the City’s staff and GREDCO have negotiated a Development Agreement for the division of the construction costs, attached hereto as Exhibit 1; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter into and execute a development agreement with GREDCO, entitled Development Agreement for Construction of the Transload Yard Expansion and Container Storage Facility, attached hereto as Exhibit 1; and

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle authorize the City Manager to execute and enter into agreement with GREDCO, entitled Development Agreement

for Construction of the Transload Yard Expansion and Container Storage Facility, attached hereto as Exhibit 1, in a form subject to review and revision by the City Attorney.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF OGLE)

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
DEVELOPMENT AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION REGARDING CONSTRUCTION COSTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION AND INTERMODAL CONTAINER
STORAGE FACILITY” which was adopted by the Mayor and City Council of the City of Rochelle
on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September, 2022.

CITY CLERK

File Attachments for Item:

10. Resolution Authorizing the Retention of Fehr Graham for Professional Services Related to Improvements at the Rochelle Transloading Center

**ROCHELLE CITY COUNCIL
REGULAR MEETING
AGENDA ITEM NO.**

**SUBJECT: Fehr Graham – Proposal for Professional Engineering/Construction Services
Transload Yard Expansion**

Staff Contact: Jason Anderson

Summary: The City of Rochelle and GREDCO are collaborating on the expansion of the Rochelle Transloading Center and the development of an Intermodal Container yard. Fehr-Graham has been played an integral part in developing the plans for the project, assisting with putting the bid specs together and assisting with bid opening and evaluations of the bids. The City and GREDCO would like to enter into a joint agreement for Fehr Graham to provide the construction services and oversight of the contractors who perform the work on these two projects.

Tasks to be included but not limited to: Construction observation, construction documentation and materials testing. Review and approval of submittals and other contractor pay application verifications and forwarding to the City of Rochelle with appropriate recommendations for payments. Construction Close Out (punch-lists, final inspections, receipt and forwarding to Rochelle of final lien waivers and Affidavits of Compliance with Federal & State Wage Rates, etc.), Preparation and submittal of all State of Illinois -required grant progress, financial, and close-out reports. Inspection of and review of warranty work 1 year after close-out; and all incidental costs.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
City of Rochelle Railroad	\$100,000	\$90,000
GREDCO	\$60,000	\$59,000

Recommendation: Staff recommends approval of the Proposal for Professional Engineering/Construction Services for the Transload Yard Expansion

Supporting Documents:

Fehr Graham Proposal for Professional Engineering/Construction Services – Transload Yard Expansion

August 22, 2022

Mr. Jason Anderson
Economic Development Director
City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068

**RE: Proposal for Professional Engineering Services
Construction Services – Transload Yard Expansion**

Dear Jason,

Please accept this proposal for professional services for the construction engineering associated with the expansion of the city’s transload yard. The project includes construction on both the City of Rochelle’s transload yard and the development of a container storage yard on the GREDCO property. Construction generally includes concrete and asphalt pavements on the city’s property and grading, storm water management, and aggregate pavement on GREDCO’s property. The following details our anticipated scope of services and the breakdown in fees.

CONSTRUCTION RELATED SERVICES

Fehr Graham will provide a full-time construction technician to oversee the project on behalf of the city. Services will include:

- » Construction observation and documentation
- » Shop drawing reviews
- » Construction staking/layout
- » Measurement of quantities
- » Contract management – agreements, change orders, pay requests and final closeout

We anticipate 90 working days for the construction of the project and budgeted 750 hours for on-site construction observation/documentation and 50 hours for construction layout. Contract management is estimated at 120 hours. Should construction be delayed or if the contractor exceeds the above-mentioned working day estimate, additional hours may be needed to complete this scope of services.

SCHEDULE

Fehr Graham can initiate this project upon receipt of formal authorization to proceed.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for the following fee amounts:

City of Rochelle

Construction Observation and Layout	\$62,000
Contract Management	\$ 8,000
Materials Testing	<u>\$20,000</u>
	\$90,000

GREDCO

Construction Observation	\$44,000
Contract Management	\$ 8,000
Materials Testing	<u>\$ 7,000</u>
	\$59,000

TOTAL COST **\$149,000**

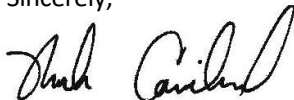
Services will be provided on a time and materials basis in accordance with our standard rate sheet.
All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.
Payment for the services rendered will be requested via a monthly invoice.
***Reimbursables are not to exceed more than 15% markup.*

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return one copy to my attention.

Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. If you have any questions, please don't hesitate to contact this office.

Sincerely,



Noah Carmichael, PE
Principal

NJC:kmd

Enclosure: Agreement for Professional Services

N:\Proposals\2022\Noah Carmichael\Rochelle, City of\Rail Crossings\NJC 2022 Transload Expansion Construction Services 2022 08 22.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client Mr. Jason Anderson
 City of Rochelle
 420 North Sixth Street
 P.O. Box 601
 Rochelle, IL 61068

815.561.2000

Description of Services:

City of Rochelle - Transload Yard Expansion Construction Services - Rochelle, IL

Fehr Graham will provide the professional construction engineering services for the Rochelle Transload Yard Expansion, as outlined in the proposal letter dated August 22, 2022, referred to herein.

COST: You will be billed on a time and material basis as per the annually established fee schedule.

The fee for performing the above services is estimated to be \$149,000.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Noah J. Carmichael

Title Principal

Date Proposed August 22, 2022

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond that of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

2022 Personnel Chargeout Rates

Principal	\$175 - 250
Senior Project Manager	\$160 - 250
Project Manager	\$120 - 230
Engineering	
Lead Structural Engineer	\$190 – 210
Electrical Engineer	\$170 - 190
Senior Project Engineer	\$120 – 180
Project Engineer	\$110 - 160
CAD Manager	\$120 - 130
Designer	\$80 – 120
Staff Engineer	\$100 - 120
Engineer	\$80 - 160
Senior Structural Engineer	\$160 - 180
Senior Resident Engineer	\$120 - 160
Water/Wastewater Op Specialist	\$120 - 140
Senior Engineering Technician	\$90 – 160
Associate Engineering Technician	\$70 - 110
Engineering Technician	\$60 - 110
Landscape Architect	\$80 - 100
GIS Specialist	\$90 - 100
Surveying	
Survey Manager	\$170 - 180
Land Surveyor	\$110 - 140
Surveyor	\$100 - 130
Survey Crew Chief	\$90 – 120
Survey Technician	\$60 - 90
Environmental Health and Safety	
Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$100 - 140
EHS Scientist	\$90 - 120
EHS Specialist	\$70 - 110
EHS Technician	\$70 - 110
Project Hydrogeologist	\$90 - 120
Geologist	\$70 - 90
Staff Hydrogeologist	\$80 - 110
Hydrogeologist	\$70 - 100
Biologist	\$90 - 120
IT Consultant	\$70 - 160
Grant Writer/Community Development Specialist	\$90 - 110
Project Coordinator	\$170 - 180
Project Administrator	\$70 - 120
Project Assistant	\$ 75

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

FEHR GRAHAM 2022 EQUIPMENT CHARGEOUT SCHEDULE

<u>Item</u>	<u>Rate</u>
I. <u>Sampling Equipment</u>	
A. General Groundwater Sampling Equipment	\$315.00/day
B. General Soil Sampling Equipment	\$150.00/day
C. Submersible Pump (Includes Generator)	\$104.00/day
D. Battery Operated Submersible Purge Pump	\$36.00/day
E. Disposable Bailer	\$15.00/each
F. Mini-Troll Data Logger	\$106.00/day
G. Interface Probe	\$51.00/day
H. Environmental Field Vehicle	\$50/day or \$25/half-day
I. Solids Analysis Equipment	\$50/sample
J. GPR	\$350/Day
II. <u>Safety Equipment</u>	
A. Confined Space Entry Safety Equipment	\$36.00/hour, 4 hr. Minimum
B. Photo Ionization Detector (Mini-Rae)	\$106.00/day
C. Combustible and Oxygen Meter	\$100.00/day
D. First Aid/CPR Mannikins	\$50.00/set
III. <u>Surveying and CAD Equipment</u>	
A. Total Station Equipment	\$20.00/hour
B. GPS Equipment	\$20.00/hour
C. CAD Equipment	\$10.00/hour
D. Per Day Use of Fully Equipped Survey Vehicle/Half-Day Usage	\$68.00/day or \$34/half-day
E. Leica Scanner	\$30.00/hour
IV. <u>Miscellaneous</u>	
A. Coliwasa Sampler	\$25.00/each
B. Field Filters	\$30.00/each
C. Monitoring Well Cap	\$30.00/each
D. Monitoring Well Locks	\$20.00/each
E. pH/Conductivity Meter(s)	\$30.00/day
F. Quest Noise Survey Meter/Dosimeter	\$86.00/day
G. Y S I D.O. Meter	\$46.00/day
H. ISCO Wastewater Sampler	\$100.00/day
I. ISCO Flow Meter	\$100.00/day
J. DOT Training Materials	\$25.00/each participant
K. Residual Chlorine Meter	\$25.00/day
L. Electronic Water Level Indicator	\$30.00/day
M. Cable Locator	\$50.00/day
N. ATV	\$50.00/day
O. Concrete Beam Mold/Breaker	\$20.00/each
<ol style="list-style-type: none"> 1. Reimbursable Direct Expenses will be charged at invoice cost + 15%. 2. Vehicle Mileage (Where Applicable) \$0.575 per mile 3. Reproduction, postage, handling of plans for bidding and third-party use are Direct Expenses. (Blueprints \$1.00/page) 	

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO IMPROVEMENTS AT THE
ROCHELLE TRANSLOADING CENTER**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

**RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO IMPROVEMENTS AT THE
ROCHELLE TRANSLOADING CENTER**

September 12, 2022

RESOLUTION NO. _____

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“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 operates a railroad through the Rochelle Municipal Utilities (“RMU), one of its departments; and

WHEREAS, the City is making improvements to expand its transload yard (“Transloading Center”); and

WHEREAS, RMU staff sought a proposal from Fehr Graham for professional services and Fehr Graham responded with a proposal in the amount of \$149,000.00 (attached hereto as Exhibit 1); and

WHEREAS, a portion of the professional services will be paid for by the Greater Rochelle Economic Development Corporation (“GREDCO”); and

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

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

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

SECTION TWO: The City Manager is authorized to execute an engineering agreement with Fehr Graham for professional engineering services related the improvements at the Rochelle Transloading Center in an amount not to exceed \$149,000.00, as set forth in Fehr Graham’s proposal, attached as Exhibit 1 hereto, and execute all necessary ancillary agreements, in a form subject to review and revision as to form and substance by the City Attorney.

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

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

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

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

PASSED THIS 12th day of September 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1
AGREEMENT REGARDING
PROPOSED TRANSLOAD YARD EXPANSION

This Agreement regarding the proposed transload yard expansion (the “Agreement”) is made and entered into by and between the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, and the City of Rochelle (the “City”), an Illinois municipality, and this is based on the following recitals:

A. The City holds title to approximately 10 acres in the South One-Half of the Southeast One-Quarter of Section 32, Township 40 North, Range 2 east of the Third Principal Meridian, Dement Township, Ogle County, Illinois, aligned immediately south of an adjacent to the tract defined by real estate permanent index number (“PIN”) 25-32-400-022 and lying immediately north of an adjacent tract defined by PIN 25-32-400-017 (the “City Tract” or the “Transload Yard”).

B. GREDCO holds the title to the approximately 10 acres in the South One-Half of the Southeast One-Quarter of section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Dement Township, Ogle County, Illinois, defined by PIN 25-32-400-022 (the “GRECO Tract” or the “Container Yard”).

C. The City proposes to develop a transload yard expansion on the City Tract, and GREDCO proposes to develop a storage area for rail containers on the GREDCO Tract.

D. The City requires rail access through the GREDCO Tract, and GREDCO has agreed to provide such rail access pursuant to the terms and conditions of this Agreement. This is illustrated as **A** on the attached Map, which is Exhibit 1 hereto.

E. The City proposes to pave the Container Yard, and such paving is expected to extend over the southerly 5 feet of the Container Yard. GREDCO has agreed to transfer and convey the south 5 feet of the Container Yard to the City. This is illustrated as **B** on the attached Map.

F. The City requires a 50-foot-wide strip along the East end of the Container Yard to connect the Transload Yard to the land East of the Container Yard, and GREDCO has agreed to grant the City a non-exclusive easement over such 50-foot-wide strip, allowing both GREDCO’s operations and City operations to use such easement for access. This is illustrated as **C** on the attached Map.

G. Ingress from Steward Road to the Container Yard and egress from the Container Yard to Steward Road is currently available only through the main entrance to the Transload Yard. In order for GREDCO to have access to Steward Road from the GREDCO Tract, GREDCO requests an access easement from the City to enter the Transload Yard to access the GREDCO Tract which is characterized as the “Container Yard.” The City has agreed to grant such access easement.

H. GREDCO is requesting that the City agree to allow GREDCO a second ingress to and egress from Steward Road north of the Container Yard in the event that GREDCO elects to have a second access point from the Container Yard onto Steward Road, and the City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. This is illustrated as E on the attached Map.

I. The access easements and proposed conveyance are illustrated on the attached exhibit prepared by Fehr Graham Engineering & Environmental (the “Map”).

J. GREDCO’s mission is to enhance economic development for the City, and the City and GREDCO agree to cooperate with regard to the development and usage of the proposed transload yard expansion.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and GREDCO agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as representations and undertakings by the City and GREDCO.

2. Grant of Rail Access through GREDCO Tract. GREDCO agrees to grant rail access through the GREDCO’s Tract (the “Container Yard”) to the City substantially as illustrated as A on the attached Map, and the City will be solely responsible for all costs, fees, and expenses to develop such rail access. The parties will execute a Railroad Easement in a form substantially similar to Exhibit 2.

3. Conveyance By GREDCO to the City. GREDCO agrees to transfer and convey the south 5 feet of the GREDCO Tract to the City, as illustrated as B on the attached Map, at the sole cost and expense of the City. GREDCO will execute a Warranty Deed conveying this land to the City in a form substantially similar to Exhibit 3.

4. Grant of 50-foot Wide Access Easement by GREDCO to City. GREDCO agrees to grant a non-exclusive access easement 50 feet in width at the East end of the GREDCO Tract, as illustrated as C on the attached Map. The City shall be solely responsible for all costs, fees, and expenses with respect to the construction and development of such access easement. Such access easement should be non-exclusive, and GREDCO retains the right to use such access easement, and both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. The parties will execute an Access Road Easement in a form substantially similar to Exhibit 4.

5. Grant of Access Easement through City Tract to GREDCO. The City agrees to grant a non-exclusive access easement to GREDCO for GREDCO to have ingress to and egress from Steward Road to the GREDCO Tract as illustrated as D on the attached Map. GREDCO shall be solely responsible for any costs, fees, and expenses of developing and using such access easement. Such access easement shall be non-exclusive, and the City retains the right to use such

access; both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. This is illustrated as D on the attached Map. The parties will execute an Ingress/Egress Easement in a form substantially similar to Exhibit 5.

6. Grant of Second Access Easement from Steward Road. The City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard (the “Northwest Access”), as illustrated as E on the attached Map, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. GREDCO shall be responsible for all costs, fees, and expenses of developing and using such access easement.

7. Mutual Indemnification. Each of the City and GREDCO agrees to hold the other harmless, and to indemnify and protect it from and against all costs (including court costs), fees (including attorney’s fees), liabilities, demands and expenses with respect to those matters for which each is responsible pursuant to the terms and conditions of this Agreement.

8. Title Insurance. GREDCO agrees to procure, at its cost, title insurance through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements in favor of GREDCO set forth in this Agreement. Each party will be responsible for title insurance for the grants by that party through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements and conveyance in favor of that party.

9. Closings. Except for the Northwest Access easement, the closings on the granting of the easements and conveyance as set forth in this Agreement shall occur within six months from the date of this Agreement.

10. Multiple Counterparts. This Agreement should be executed in multiple counterparts, such counterparts shall collectively be considered one Agreement.

Dated as of this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125

Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT 1
DEPICTION OF EASEMENTS AND LAND TRANSFER

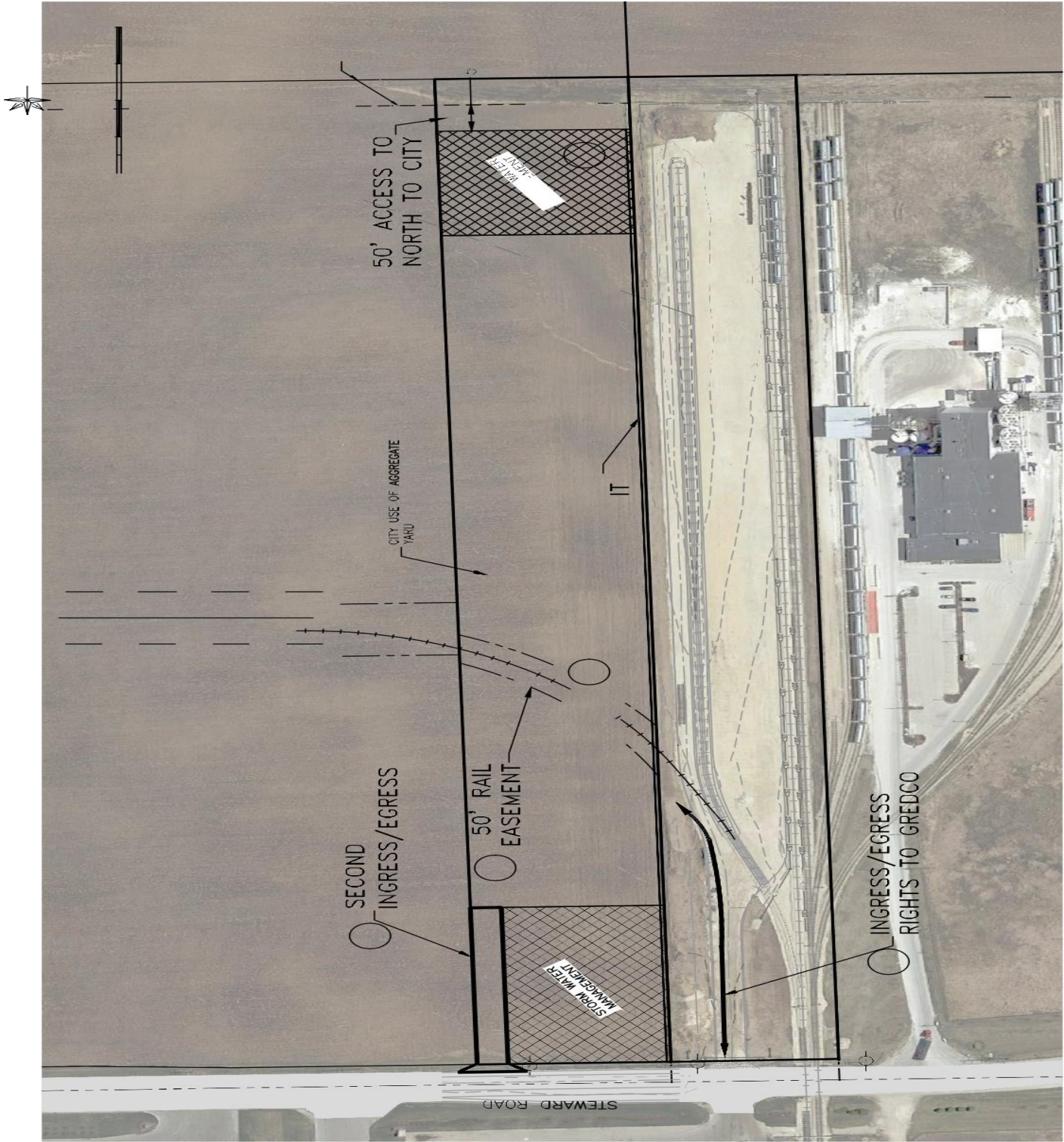


EXHIBIT 2
RAILROAD EASEMENT
EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
 515 Lincoln Highway
 Rochelle, Illinois 61068

RETURN TO:

DOMINICK L. LANZITO
 Peterson, Johnson & Murray Chicago, LLC
 200 W. Adams, Suite 2125
 Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
 Common Address: Located on Steward Road, Rochelle, Illinois 61068
 Depicted: See attached **Exhibit B**.

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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor’s use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this _____ day of _____, 2022.

**Grantor, Greater Rochelle Economic Development Corporation
 (“GREDCO”)**

By: _____
 Richard Ohlinger, President

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

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 _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125
Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 3
SPECIAL WARRANTY DEED FOR CONVEYANCE OF LAND TO THE CITY

SPECIAL
WARRANTY DEED

This Special Warranty Deed
made on this ____ day of
_____, 2022, by **GREATER
ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION,**
an Illinois not-for-profit corporation,
of 420 N. 6th Street, P.O. Box 601,
Rochelle, Illinois 61068 ("Grantor"),

to

**THE CITY OF ROCHELLE, an
Illinois municipal corporation,** of is
420 N. 6th Street, P.O. Box 601, Rochelle, Illinois 61068 ("Grantee").

Grantor, in consideration of TEN DOLLARS (\$10.00) paid by Grantee and for other good and valuable consideration, bargains, grants, and sells to Grantee that real property located in the County of Lee, State of Illinois, more particularly described as follows:

[To be inserted when available]

Part of PIN: _____

Grantor, for itself and its successors, further covenants, promises and agrees with Grantee, its successors and assigns, that Grantor has not done or suffered to be done anything so that the property is or may be in any manner encumbered or charged except as set forth in this Deed; and Grantor further covenants that it will warrant and defend the property against all persons lawfully claiming by, through or under Grantor.

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In witness whereof, Grantor has executed this Deed on the date written above.

**GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION, an
Illinois not-for-profit corporation**

By: _____

Richard Ohlinger, President

State of Illinois

SS

County of Lee

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Richard Ohlinger**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, in his capacity as President of **GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION**, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2022.

Notary Public

Under penalty of perjury, the undersigned certifies that this transaction is exempt from the Illinois Plat Act (765 ILCS 205/1 *et seq.*) because:

- a. ____ the owner is not subdividing the land into 2 or more parts; or
- b. ____ exemption no. 2 of § 1 of the Act applies.

Date Owner or Representative

This transaction is exempt under provisions of § 31-45 ("b") of the Real Estate Transfer Tax Law. (35 ILCS 200/31-1 *et seq.*)

Date Buyer, Seller or Representative

Prepared by:

Taxes to and Return to:

Gary R. Gehlbach

The City of Rochelle

Ehrmann Gehlbach Badger & Considine, LLC

420 N. 6th Street

215 E. First Street, Suite 100

P.O. Box 601

P.O. Box 447

Rochelle, Illinois 61068

Dixon, IL 61021

(815) 288-4949

(815) 288-2968 (FAX)

gehlbach@egbclaw.com

[https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO to City of Rochelle \(18 ac.\) 210446/DEED/Special Warranty Deed.docx](https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO%20to%20City%20of%20Rochelle%20(18%20ac.)%20210446/DEED/Special%20Warranty%20Deed.docx)

EXHIBIT 4
ACCESS ROAD EASEMENT TO THE CITY

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
Common Address: Located on Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor's use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

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 _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
 COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

 NOTARY PUBLIC

Prepared By and Return To:
 DOMINICK L. LANZITO
 Peterson, Johnson & Murray Chicago, LLC
 200 W. Adams, Suite 2125
 Chicago, IL 60606
 (312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 5
INGRESS EGRESS EASEMENT TO GREDCO

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that **The City of Rochelle** (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation**,

(“Grantee”), a non- exclusive access easement for ingress/egress, upon and over said non-exclusive access easement on Grantor’s property hereinafter described, said right and access easement will only be effective so long as Grantee constructs and maintains a transload container storage facility on its property. Should Grantee fail to construct a transload container storage facility on its property within 24 months from the date of this instrument or fail to maintain a transload container storage facility for 12 consecutive months, the access easement shall be null and void.

The access easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-017
Common Address: Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

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 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 ingress/egress by constructing any additional barriers or obstructions on the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement to prohibit or hinder Grantee’s access to its transload container storage facility.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in using the Easement, that all use of that access Easement is to be done in such a manner as in no way to damage the property of the Grantor and specifically that containers and materials will not be placed in a manner that could reasonably interfere with the use of the property immediately adjacent to the Easement; causing no damage to improvements of the Grantor of the Easement, nor interfering with or removing the support of the same; that it will indemnify, defend, and save the Grantor harmless from any and all loss or damage the Grantor may sustain arising in any manner from the use of the Easement. Grantee shall add Grantor as an additional insured for all insurance policies of Grantee to cover any liability for the use of the Easement, including, but not limited to all property and casualty insurance policies, worker’s compensation, and general comprehensive liability.

Dated this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh, 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 ____ day of____ , 2022.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that he signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the limited liability company.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“RESOLUTION AUTHORIZING THE RETENTION OF FEHR GRAHAM FOR
PROFESSIONAL SERVICES RELATED TO IMPROVEMENTS AT THE
ROCHELLE TRANSLOADING CENTER” which was adopted by the Mayor and City
Council of the City of Rochelle on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 12th day of September 2022.

CITY CLERK

File Attachments for Item:

11. Ordinance Accepting and Approving the Proposal from Porter Brothers Construction, Inc. for the Transload Yard Hard Surface Improvements

ROCHELLE CITY COUNCIL AGENDA ITEM MEMO REGULAR MEETING

SUBJECT: Bid Award for the expansion of the Rochelle Transload Center and development of an Intermodal Container Yard

Staff Contact: Jason Anderson

Summary: The City of Rochelle and the Greater Rochelle Economic Development Corporation (GREDCO) propose to enhance the City of Rochelle Railroad's services by expanding the capabilities of the Rochelle Transload Center (RTC). The City has been granted a \$1,000,000 grant from the State of Illinois to pave the entrance to the RTC and to construct a concrete "lifting pad" along its existing north transloading track. GREDCO purchased the 10 acres that lie along the northern edge of the RTC and has laid out a plan to construct a Container Yard which will be used to transload, stack and store intermodal containers which will generate a new source of revenue to the CIR. GREDCO will privately fund the construction of the Container Yard.

Funding Sources: RTC Improvements - City

Source:	Budgeted Amount:	Proposed Expenditure:
State of Illinois Grant	\$1,000,000	\$993,008

Funding Sources: Development of a Container Yard adjacent to the RTC - GREDCO

Source:	Budgeted Amount:	Proposed Expenditure:
GREDCO	\$1,000,000	\$664,146

Strategic Plan Goal Application: Core Service Delivery – Continuing the city's mission to provide superior rail services to industries located on or near the city's rail system.

Recommendation: It is the staff's recommendation that the City Council award the contract to Porter Brothers out of RockFalls IL for the purpose of paving the entrance to the RTC and the construction of a lifting pad for the purpose of providing intermodal services through the CIR. Concurrently, it is recommended that GREDCO award the contract to Porter Brothers of RockFalls IL to construct the Container Yard. The City's award for the contract with Porter Brothers will be followed by GREDCO's acceptance of the contract for its portion of the project.

Supporting Documents: Engineering Plan for the Project
Bid Form
Ordinance

SECTION 00 41 13

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:**

City of Rochelle

420 North Sixth Street

Rochelle, IL 61068

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

Addendum #1

August 11, 2022

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 4.02 *By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:*
- A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- 4.03 *Each person signing the bid shall certify that:*
- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
 - B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.
- 4.04 *Bidder certifies that all iron and steel products used in the project for the construction, alteration, maintenance, or repair of a public water system are produced in the United States in compliance with Section 436. (a) – (f) of H. R. 3547, "The Consolidated Appropriation Act, 2014".*
- 4.05 *Bidder certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the*

provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

A. Minimum wages.

1. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, <https://beta.sam.gov/>.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total Price
BASE BID (CITY OF ROCHELLE)					
1	MOBILIZATION	1.00	LS	\$9,949.63	\$9,949.63
2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS	\$66,637.55	\$66,637.55
3	EROSION AND SEDIMENT CONTROL	1.00	LS	\$9,899.91	\$9,899.91
4	SEEDING, MULCH AND RESTORATION	1.00	LS	\$39,593.80	\$39,593.80

20-1026 CITY OF ROCHELLE
PROPOSED RAIL EXTENSION
JULY, 2022 FOR BIDS

BID FORM
00 41 13 - 4

5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY	\$19.87	\$1,987.00
6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY	\$32.10	\$3,210.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY	\$0.80	\$240.00
8	AGGREGATE BASE COURSE, TYPE B, VARIABLE DEPTH	5,736.00	TN	\$17.97	\$103,075.92
9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	292.00	SY	\$8.08	\$2,359.36
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	597.52	TN	\$102.49	\$61,239.82
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	432.93	TN	\$110.76	\$47,951.33
12	BITUMINOUS MATERIALS (PRIME COAT)	2,271.00	LB	\$1.61	\$3,656.31
13	PORTLAND CEMENT JOINTED CONCRETE PAD, 14"	7,434.00	SY	\$84.87	\$630,923.58
14	CATCH BASIN, 2' DIA WITH FR & GR	1.00	EA	\$2,631.31	\$2,631.31
15	PERFORATED DRAIN TILE W/ SOCK, DUAL WALL, 8"	1,240.00	LF	\$5.88	\$7,291.20
16	CONCRETE HEADWALL TILE OUTLET	1.00	EA	\$1,664.16	\$1,664.16
17	RIPRAP, RR3 WITH FABRIC AND BEDDING STONE	10.00	SY	\$69.80	\$698.00
TOTAL				\$993,008.88	
No.	Description	Quantity	Unit	Unit Price	Total Price
ALTERNATE 1 (GREDCO)					
1	MOBILIZATION	1.00	LS	\$9,949.63	\$9,949.63
2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS	\$115,898.58	\$115,898.58
3	EROSION AND SEDIMENT CONTROL	1.00	LS	\$9,899.91	\$9,899.91
4	LANDSCAPING, SEEDING, MULCH AND RESTORATION	1.00	LS	\$50,450.50	\$50,450.50
5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY	\$19.87	\$1,987.00
6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY	\$32.10	\$3,210.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY	\$0.80	\$240.00
8	GEOGRID (FILTERGRID)	26,126.00	SY	\$0.80	\$20,900.80
9	AGGREGATE PAVEMENT, 18"	26,126.00	SY	\$14.06	\$367,331.56
10	CATCH BASIN, 2' DIA WITH FR & LID	1.00	EA	\$2,631.31	\$2,631.31
11	CATCH BASIN, 2' DIA WITH FR & GR	4.00	EA	\$2,631.30	\$10,525.20
12	DETENTION POND OUTLET STRUCTURE, 4' DIA WITH FR & LID	2.00	EA	\$3,318.87	\$6,637.74
13	PERFORATED DRAIN TILE, DUAL WALL, 8"	475.00	LF	\$5.88	\$2,793.00
No.	Description	Quantity	Unit	Unit Price	Total Price
ALTERNATE 1 (GREDCO) (Continued)					
14	FIELD CONNECTION TO EXISTING FIELD TILE	2.00	EA	\$1,512.38	\$3,024.76
15	STORM SEWER, CLASS B, TYPE 1, HDPE, 12"	1,569.00	LF	\$29.35	\$46,050.15
16	CONCRETE CULVERT END SECTION, 12"	6.00	EA	\$1,475.84	\$8,855.04
17	RIPRAP, RR3 WITH FABRIC AND BEDDING STONE	90.00	SY	\$41.79	\$3,761.10
TOTAL				\$664,146.28	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- D. 00 45 46.01 – Certification of Equal Employment Opportunity
- E. 00 45 46.03 – Certification by Proposed Subcontractor Regarding Equal Employment Opportunity
- F. 00 45 46.05 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- G. 00 45 46.06 - Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- H. 00 45 46.10 – Noncollusion Affidavit of Prime Bidder
- I. 00 45 46.11 - Noncollusion Affidavit of Subcontractor
- J. 00 45 46.12 – BEP Utilization Plan


ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Porter Brothers Construction, Inc.

By: 
[Signature]

[Printed name] Matthew Porter - President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Jennifer Thompson

Title: Office Manager

Submittal Date: 8/16/2022

Address for giving notices:

Porter Brothers Construction, Inc.

9904 Freeport Road

Rock Falls, IL. 61071

Telephone Number: 815-625-6206

Fax Number: 815-625-6712

Contact Name and e-mail address: Jennifer Thompson

jthompson@porterbrothers.net

Bidder's License No.:
(where applicable)

SECTION 00 43 36

PROPOSED SUBCONTRACTOR LIST

Name of General Contractor: Porter Brothers Construction, Inc.

No.	Work	Subcontractor
1	Excavation	Self Performed
2	HMA Paving	Self Performed
3	Concrete Paving	Self Performed
4	Storm Sewer	Self Performed
5	Restoration/Seeding	Self Performed
6	Other	Trucking MTC Moreno's, Inc.
7		Milling MTC Moreno's, Inc.
8		
9		
10		
11		
12		
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14		
15		
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17		
18		
19		
20		

Notes:

1. Indicate "Self-Performed" if a Subcontractor will not be utilized for the Work.
2. Add additional Work scope items such that all Subcontractors planned to be utilized are named on this sheet.

END SECTION

SECTION 00 45 46.01

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

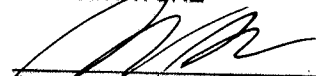
Porter Brothers Construction, Inc.
9904 Freeport Road
Rock Falls, IL 61071

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions.
☒ Yes ☐ No ☐ None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

NAME AND TITLE OF SIGNER (Please type)

Matthew Porter - President

SIGNATURE



DATE

8/12/2022

Replaces Form HUD-1238.CD-1, which is obsolete.

END SECTION.

HUD-950.1(11-78)

SECTION 00 45 46.03

CERTIFICATION BY PROPOSED SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPORTUNITY
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NAME OF PRIME CONTRACTOR _____ PROJECT NUMBER _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

MTC Moreno's Inc, 1125 Milford Ave. Rockford, IL 61109

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☒ Yes ☐ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
☒ Yes ☐ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

Humberto Moreno, President

NAME AND TITLE OF SIGNER (Please type)


SIGNATURE

8/15/2022
DATE

Replaces Form HUD-1238.CD-1, which is obsolete.

END SECTION.

HUD-950.1(11-78)

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that

- a. Section 3 provisions are included in the Contract
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- c. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Print or Type)

Signature

Date _____

END SECTION.

SECTION 00 45 46.05

CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

TO (Appropriate Recipient): _____ Date 8/16/2022
c/o _____ Project Number (if any) 20-1026
Project Name Proposed Transload Yard Expansion

1. The undersigned, having executed a contract with Porter Brothers Construction, Inc. for the construction of the above-identified project, acknowledges that:

- a. The Labor Standards provisions are included in the aforesaid contract;
- b. Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a. Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2[a]).
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a. The legal name and the business address of the undersigned are:

Porter Brothers Construction, Inc.

- b. The undersigned is:

- ☐ A SINGLE PROPRIETORSHIP ☒ A CORPORATION ORGANIZED IN THE STATE OF Illinois
☐ A PARTNERSHIP ☐ OTHER ORGANIZATION

- c. The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Matthew Porter	President	29860 Grennan Road Rock Falls, IL. 61071

HUD-1421(6-75)

20-1026 CITY OF ROCHELLE
PROPOSED RAIL EXTENSION
JULY, 2022 FOR BIDS

CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS...
00 45 46.05 - 1

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
N/A		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

Porter Brothers Construction, Inc.

(Contractor)

Date 8/12/2022

By

Matthew Porter - President

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever makes, passes, utters or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

END SECTION.

SECTION 00 45 46.06

**SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

TO (APPROPRIATE RECIPIENT) 8/15/2022
DATE
C/O 20-1026
PROJECT NUMBER (IF ANY)
Proposed Transload Yard Expansion
PROJECT NAME

1. The undersigned, having executed a contract with _____
(CONTRACTOR or SUBCONTRACTOR)
_____ for _____
(NATURE OF WORK)

in the amount of \$ _____ in the construction of the above-identified project, certifies that:

- a. The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
- b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- c. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.

The workmen will report for duty on or about _____ (Date)

3. He certifies that:

- a. The Legal name and the business address of the undersigned are:
- b. The undersigned is:
 - ☐ A SINGLE PROPRIETORSHIP
 - ☒ A CORPORATION ORGANIZED IN THE STATE OF IL
 - ☐ A PARTNERSHIP
 - ☐ OTHER ORGANIZATION (DESCRIBED):

c. THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS
Humberto Moreno	President	1125 Milford Ave. Rockford, IL 61109

20-1026 CITY OF ROCHELLE
PROPOSED RAIL EXTENSION
JULY, 2022 FOR BIDS

SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
00 45 46.06 - 1

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
NA		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
NA		

Subcontractor: **MTC Moreno's Inc.**

By: (Signature) Date: **8/15/2022**

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER, MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE, SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

END SECTION.

SECTION 00 45 46.10

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Illinois)

County of Whiteside) ss.

Matthew Porter, being first duly sworn, deposes and says that:

1. He is President of Porter Brothers Construction, Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

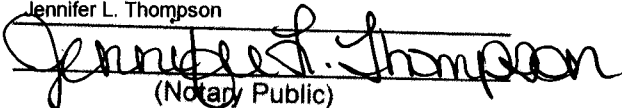


Matthew Porter - President

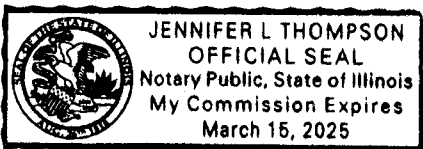
(Name & Title)

Subscribed and sworn to before me
this 12th day of August, 2022

Jennifer L. Thompson


(Notary Public)

My commission expires 3/15/2025



END SECTION.

SECTION 00 45 46.11

NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of Illinois

County of Winnebago ss.

_____, being first duly sworn, deposes and says that:

1. He is Humberto Moreno of MTC Moreno's Inc. hereinafter referred to as the "subcontractor";
2. He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to Porter Brothers Construction, Inc., the Contractor for certain work in connection with the 20-1026 Contract pertaining to the Project in Rochelle, IL. (City or County and State);
3. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President
(Title)

Subscribed and sworn to before me
this 15th day of August, 2022

Jennifer L. Thompson

(Notary Public)



My commission expires: 3/15/2025

END SECTION.

SECTION 00 45 46.12

DCEO Grant # 21-203072

Office of Grants Management BEP Utilization Plan**Minority, Female, Persons with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Goal to be achieved by the Grantee: This Utilization Plan includes a specific Business Enterprise Program (BEP) utilization goal of % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this plan.

Utilization Plan ("UP") must demonstrate that the Grantee has either met the UP goal or that it has made good faith efforts to do so.

At the time of proposal submission, the certified vendor may not yet be certified with CMS Business Enterprise Program; however, the certified vendor must meet the eligibility requirements and be fully certified in the BEP Program before Grant award. Visit the link below for complete requirements and to apply for certification in the Business Enterprise Program.

Certified Vendor Locator References: Grantees may consult CMS BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm as well as the directories of other certifying agencies, but subcontracting vendors must be certified by CMS as BEP Vendors before the time of Grant Agreement award.

Grantee Assurance: The Grantee shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this plan. Failure by the Grantee to carry out these requirements is a material breach of this plan, which may result in the termination of the Grant Agreement or such other remedy, as the Agency/Grantor deems appropriate. This assurance must be included in each contract that the Grantee signs with a contractor, subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan should include the work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the plan goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor shall be counted towards the goal. The entire amount of that portion of the Grant Agreement that is performed by the certified vendor's, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Grantee.
- 2) A joint venture shall count the portion of the total dollar value of the Grant Agreement equal to the distinct, clearly defined portion of the work of the Grant Agreement that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work to another firm, the value of the subcontracted work shall be counted toward the Grant Agreement goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Grantee shall count towards the goal 100% of its expenditures for materials and supplies required under the Grant Agreement and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Grantee shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Grant Agreement, provided that the fee or commission is determined by the Capital Development Board ("CDB") to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (b) The fees charged for delivery of materials and supplies required by the Grant Agreement (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the CDB to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible, and must itself own and operate at least one fully licensed, insured and operational truck used on the project.

DCEO Grant # 21-203072

Section I
Utilization of Certified Vendors

(Please submit a separate Section I for each proposed certified vendor)

To achieve the BEP utilization goal through contracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

MTC Moreno's, Inc. - 1908 S. 4th Street Rockford, IL. 61104 - 815-222-8882

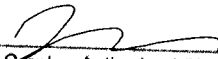
At the time of submission, the above certified vendor is:

- ☒ Certified with the CMS Business Enterprise Program (BEP) ☒ MBE ☐ WBE ☐ WMBE ☐ PBE
☒ Meets the criteria and has submitted an application for certification with BEP

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) The total estimated cost to the state for the Grant Agreement is \$ 1,000,000. The portion of the Grant Agreement which will be contracted/subcontracted to the certified vendor is \$, or % of the total cost of the Grant Agreement.
- 4) A joint venture agreement is not required as the arrangement between and is that of contractor and subcontractor and not a joint venture.
- 5) The Grantee has not prohibited or otherwise limited (certified vendor) from providing contractor/subcontractor quotes to other potential bidders/Grantees.

We understand that DCEO may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, canceled checks, books of account, and time records.


Grantee Authorized Signature

8/15/2022
date

DCEO Grant # 21-203072

Section II

Demonstration of Good Faith Efforts to Achieve BEP Contracting/Subcontracting Goal

If the BEP contracting/subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by Office of Grants Management (OGM)). The Grantee will promptly provide evidence whether hard copy or via electronic format in support of its Good Faith Efforts upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Grantee representative who is certifying on behalf of the Grantee that the Grantee has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

MP Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out Grant Agreement work items into economically feasible units to facilitate BEP participation even when the Grantee could perform those scopes with its own forces.

MP Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be contracted/subcontracted on this project, within sufficient time to allow them to respond.

MP Provided timely and adequate information about the plans, specifications and requirements of the Grant Agreement. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

MP Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

MP Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the Grant Agreement (if applicable).

MP Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or woman business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting BEP Contractor/Subcontractor Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP contractors/subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Grantee reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of Certified Vendor Firm	Date and Method of Contact	Scope of Work Solicited	Reason agreement was not reached
Phoenix Corporation 1006 Rosehill Road Port Byron, IL. 61275	8/11/2022 by email @ 11:09AM	Trucking	Debra Klavon stated that they would be unable to bid due to them being way too busy!
Bluebird Contracting, Inc. 401 Ada Street Rock Falls, IL. 61071	8/11/2022 by email @ 11:04AM	Trucking	Never Contacted us back
MTC Moreno's, Inc. 1908 S. 4th Street Rockford, IL. 61104	8/11/2022 by phone & email @ 11:51AM	Trucking & Milling	May possibly hire as subcontractor


Grantee Authorized Signature

Matthew Porter - President

8/12/2022

date

20-1026 CITY OF ROCHELLE
PROPOSED RAIL EXTENSION
JULY, 2022 FOR BIDS

OFFICE OF GRANTS MANAGEMENT BEP UTILIZATION PLAN
00 45 46.12 - 5



Certificate of Eligibility

Porter Brothers Asphalt & Sealing, Inc.
1106 Industrial Park Drive Rock Falls, IL 61071

Contractor No 4816


WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,425,000.00

001.	EARTHWORK	\$625,000
005	HMA PAVING	\$1,325,000 B
012	DRAINAGE	\$400,000
017	CONCRETE CONSTRUCTION	\$475,000
032	COLD MILL PLAN. & ROTOMILL	\$150,000
08A	AGGREGATE BASES & SURF. (A)	\$750,000
15A	COVER & SEAL COATS (A)	\$1,425,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/9/2021 TO 9/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/12/2021.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency


Engineer of Construction



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						
Uncompleted Dollar Value if Firm is the Prime Contractor						
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

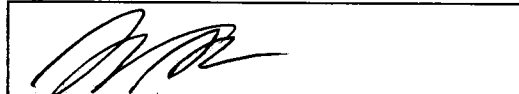
Officer or Director

Matthew Porter

Title

President

Signature



Date

8/12/22

Company

Porter Brothers Construction, Inc.

Address

9904 Freeport Road

City

Rock Falls

State

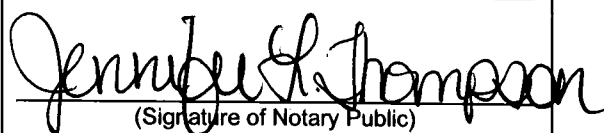
IL

Zip Code

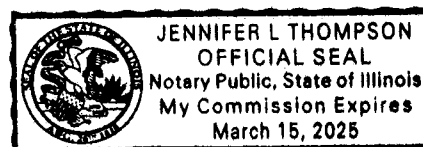
61071

Subscribed and sworn to before me

this 12th day of August, 2022


(Signature of Notary Public)

My commission expires 03/15/2025



(Notary Seal)

☐ Add pages for additional contracts



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

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Earthwork						
Portland Cement Concrete Paving						
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Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals						

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Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					

Total Uncompleted					
-------------------	--	--	--	--	--

Notary

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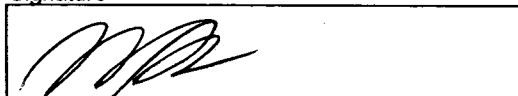
Officer or Director

Matthew Porter

Title

President

Signature



Date

8/12/22

Company

Porter Brothers Construction, Inc.

Address

9904 Freeport Road

City

Rock Falls

State

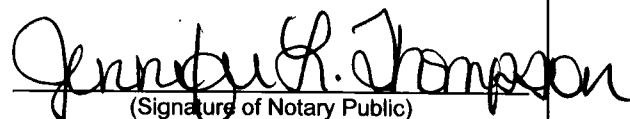
IL

Zip Code

61071

Subscribed and sworn to before me

this 12th day of August, 2022


(Signature of Notary Public)

My commission expires 03/15/2025



(Notary Seal)

☐ Add pages for additional contracts

SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):
PORTER BROTHERS CONSTRUCTION, INC.
9904 Freeport Rd
Rock Falls, IL 61071

SURETY (Name, and Address of Principal Place of Business):
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER (Name and Address):
City of Rochelle
420 North Sixth Street, Rochelle, IL 61068

BID
Bid Due Date: 10:00 AM local time, August 16, 2022
Description: PROPOSED TRANSLOAD YARD EXPANION

BOND
Bond Number: GR26449
Date: 8/09/2022
Penal sum Five Percent of Amount Bid

(Words) Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
PORTER BROTHERS CONSTRUCTION, INC. (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature
Matthew Porter
Print Name
President
Title

Attest: [Signature]
Signature
Office Manager
Title

SURETY
Granite Re, Inc. (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature (Attach Power of Attorney)
Samuel Duchow
Print Name
Attorney-In-Fact
Title

Attest: [Signature]
Signature
Molli Hansen
Witness
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

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

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

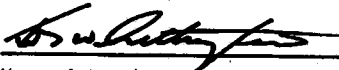

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

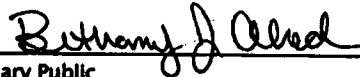



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620



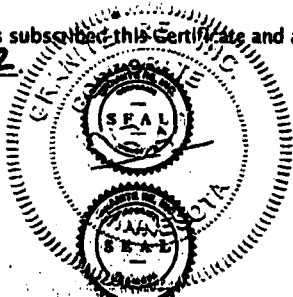

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
9 day of August, 2022




Kyle P. McDonald, Assistant Secretary

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ADDENDUM NO. 1

CITY OF ROCHELLE
Proposed Transload Yard Expansion
Rochelle, IL
August 11, 2022

This Addendum shall include the following Additional Information:

Additional Information:

1. For informational purposes only, this addendum includes the design engineering plan set used during the construction of the transload yard:

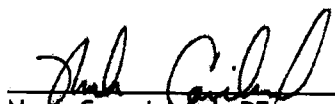
Rochelle Industrial Rail Improvements Contract No. 1 - May 16, 2018

This Addendum consists of thirty-four (34) pages.

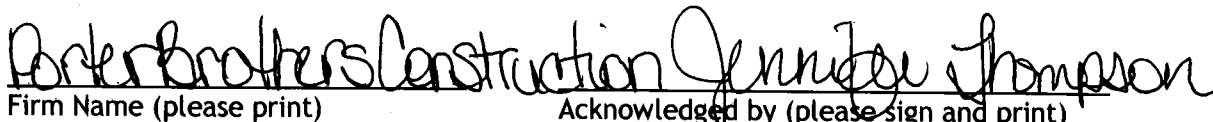
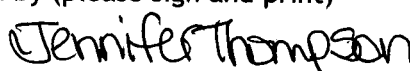
This Addendum Signature Page must be returned with the Contractors bid.

This ends the requirements of this addendum.

This Addendum No. 1 has been prepared by:


Noah Carmichael, PE

Contractor's Acknowledgement:


Firm Name (please print) Acknowledged by (please sign and print)
END OF ADDENDUM NO. 1 

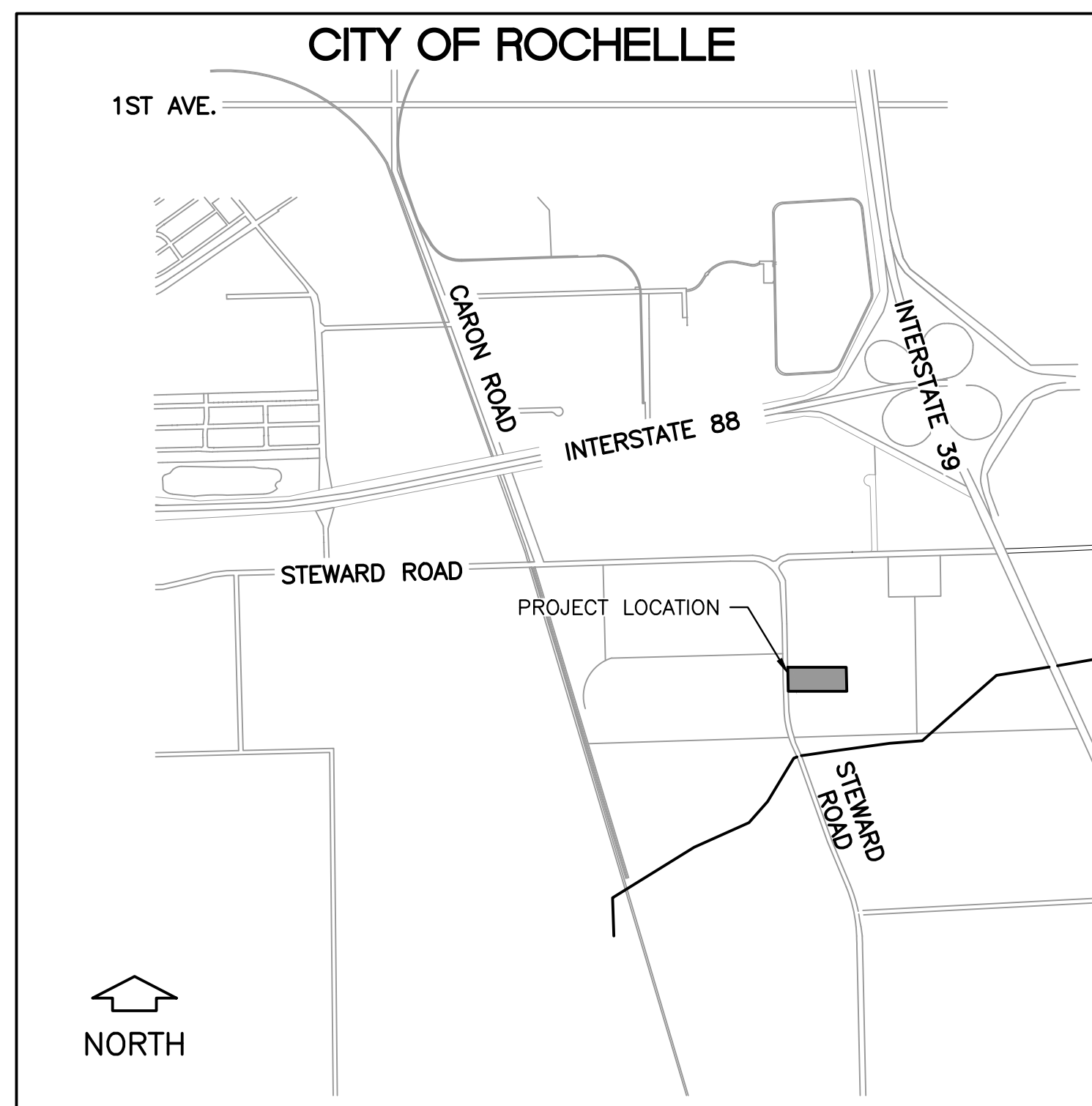
O:\Rochelle, City of\20-1026 - Transload Yard\Engineering\Specifications\Addenda\Addendum No. 1\20-1026 Rochelle Transload Yd Addendum No. 1.docx

PROPOSED TRANSLOAD YARD EXPANSION

FOR CITY OF ROCHELLE ROCHELLE, ILLINOIS

OGLE COUNTY
JUNE 2022

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
1	TITLE
2	SUMMARY OF QUANTITIES
3	GENERAL NOTES
4	GENERAL NOTES
5	STANDARD LEGEND
6	SITE PLAN 1
7	SITE PLAN 2
8	EROSION CONTROL PLAN 1
9	EROSION CONTROL PLAN 2
10	GRADING PLAN 1
11	GRADING PLAN 2
12	LANDSCAPE PLAN
13	LANDSCAPE NOTES, DETAILS & PLANT LIST
14	DETAILS
15	DETAILS 2
16	DETAILS 3
17	DETAILS 4
18	DETAILS 5



LOCATION MAP

UTILITIES	
UTILITY TYPE	COMMON NAME
WATER, SEWER, & ELECTRIC	ROCHELLE MUNICIPAL UTILITIES
TELEPHONE	FRONTIER COMMUNICATIONS
GAS	NICOR GAS CO.
CABLE	COMCAST

(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)

HORIZONTAL 20 0 20 40 60 FEET

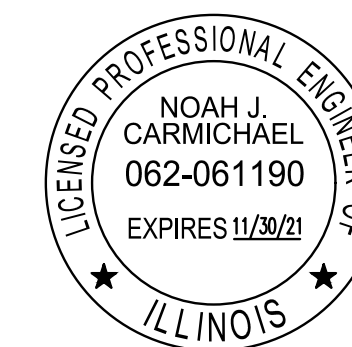
VERTICAL 5 0 5 10 15 FEET

PLAN & PROFILE

HORIZONTAL 10 0 10 20 30 FEET

VERTICAL 5 0 5 10 15 FEET

CROSS SECTIONS



SIGNATURE DATE

BID SET

ORIGINAL SET FOR PROJECT: 20-1026		DATE CREATED: 06/08/21	
REVISIONS			
REV. NO.	DESCRIPTION		DATE



FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS

IOWA

WISCONSIN

ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER: 184003525

SUMMARY OF QUANTITIES – BASE BID (CITY OF ROCHELLE)

	No.	Description	Quantity	Unit
	1	MOBILIZATION	1.00	LS
	2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS
	3	EROSION AND SEDIMENT CONTROL	1.00	LS
	4	SEEDING, MULCH AND RESTORATION	1.00	LS
*	5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY
*	6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY
*	7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY
	8	AGGREGATE BASE COURSE, TYPE B, VARIABLE DEPTH	5,736.00	TN
	9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	292.00	SY
	10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	597.52	TN
	11	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N70	432.93	TN
	12	BITUMINOUS MATERIALS (PRIME COAT)	2,271.00	LB
	13	PORTLAND CEMENT JOINTED CONCRETE PAD, 14"	7,434.00	SY
	14	CATCH BASIN, 2' DIA WITH FR & GR	1.00	EA
	15	PERFORATED DRAIN TILE W/ SOCK, DUAL WALL, 8"	1,240.00	LF
	16	CONCRETE HEADWALL TILE OUTLET	1.00	EA
	17	RIPRAP, RR3 WITH FABRIC AND BEDING STONE	10.00	SY

* CONTINGENCY ITEMS

CUT/FILL SUMMARY – BASE BID:

TOTAL CUT = 6,226 C.Y.

TOTAL FILL = 4,366 C.Y.

NET = 1,860 C.Y. CUT

NOTE: QUANTITIES SHOWN ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION.

ALL REQUIRED BORROW AND FURNISHED EXCAVATION SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE WITH SECTION 204 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL BORROW AND FURNISHED EXCAVATION SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR EARTH EXCAVATION AND GRADING.

SUMMARY OF QUANTITIES – ALTERNATE 1 (GREDCO)

	No.	Description	Quantity	Unit
	1	MOBILIZATION	1.00	LS
	2	EARTH EXCAVATION, GRADING AND BORROW	1.00	LS
	3	EROSION AND SEDIMENT CONTROL	1.00	LS
	4	LANDSCAPING, SEEDING, MULCH AND RESTORATION	1.00	LS
*	5	SUBBASE GRANULAR MATERIAL, TYPE B	100.00	CY
*	6	REMOVE AND REPLACE UNSUITABLE MATERIAL	100.00	CY
*	7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300.00	SY
	8	GEOGRID (FILTERGRID)	26,126.00	SY
	9	AGGREGATE PAVEMENT, 18"	26,126.00	SY
	10	CATCH BASIN, 2' DIA WITH FR & LID	1.00	EA
	11	CATCH BASIN, 2' DIA WITH FR & GR	4.00	EA
	12	DETENTION POND OUTLET STRUCTURE, 4' DIA WITH FR & LID	2.00	EA
	13	PERFORATED DRAIN TILE, DUAL WALL, 8"	475.00	LF
	14	FIELD CONNECTION TO EXISTING FIELD TILE	2.00	EA
	15	STORM SEWER, CLASS B, TYPE 1, HDPE, 12"	1,569.00	LF
	16	CONCRETE CULVERT END SECTION, 12"	6.00	EA
	17	RIPRAP, RR3 WITH FABRIC AND BEDING STONE	90.00	SY

* CONTINGENCY ITEMS

CUT/FILL SUMMARY – ALTERNATE 1:

TOTAL CUT = 13,063 C.Y.

TOTAL FILL = 16,049 C.Y.

NET = 2,986 C.Y. FILL

NOTE: QUANTITIES SHOWN ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION.

ALL REQUIRED BORROW AND FURNISHED EXCAVATION SHALL BE PROVIDED BY CONTRACTOR IN ACCORDANCE WITH SECTION 204 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL BORROW AND FURNISHED EXCAVATION SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR EARTH EXCAVATION AND GRADING.

DATUM INFORMATION

VERTICAL CONTROL: NAVD 88 (FROM GNSS OBSERVATIONS)

HORIZONTAL CONTROL: NAD 83 STATE PLANE ILLINOIS WEST ZONE (GRID)

BENCHMARK INFORMATION

BM1 = 5/8 IRON PIN (CP10)
N 1905400.79, E 2606376.36, ELEV 805.32

BM2 = 5/8 IRON PIN (CP11)
N 1905451.00, E 2607021.10, ELEV 805.33

BM3 = FOUND PIPE WITH CAP – FGA CONTROL (CP12)
N 1905421.19, E 2607288.24, ELEV 807.54

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS

IOWA

WISCONSIN

OWNER/DEVELOPER:

CITY OF ROCHELLE
420 NORTH SIXTH STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ

APPROVED BY: NJC

DATE: 06/08/21

SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

SUMMARY OF QUANTITIES

SET TYPE: BID SET

G:\C30\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, QTY

JOB NUMBER:

20-1026

SHEET NUMBER:

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GENERAL NOTES

- THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MUNICIPAL CODE, CITY OF ROCHELLE, ILLINOIS, CURRENT EDITION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION, "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS," CURRENT EDITION, SPECIAL PROVISIONS AND THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION. SIGN CONSTRUCTION AND PAVEMENT MARKINGS SHALL CONFORM TO THE REQUIREMENTS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", CURRENT EDITION.
- IN THESE CONTRACT DOCUMENTS MENTION IS MADE OF THE "ENGINEER", WHICH SHALL MEAN FEHR GRAHAM OR THEIR DULY AUTHORIZED AGENT. IN THESE CONTRACT DOCUMENTS MENTION IS MADE OF THE "OWNER", WHICH SHALL MEAN CITY OF ROCHELLE, GREATER ROCHELLE ECONOMIC DEVELOPMENT CORP. (GREDCO), OR THEIR DULY AWARDED AGENT.
- AS PART OF THE BIDDING PROCEDURE, THE CONTRACTOR SHALL VERIFY THAT THE QUANTITIES FOR PAY ITEMS, AS PRESENTED IN THESE PLAN DOCUMENTS, ARE SUBSTANTIALLY CORRECT. IF DISCREPANCIES ARE DETECTED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE DISCREPANCY PRIOR TO THE BID DATE.
- QUANTITIES SHOWN ARE ESTIMATES FOR INFORMATION ONLY. PAYMENT WILL BE BASED ON ACTUAL QUANTITIES MEASURED IN THE FIELD OR ON PAYMENT LIMIT DETAILS.
- THE CONTRACTOR SHALL BE PAID FOR MATERIALS AND EQUIPMENT SUCCESSFULLY INSTALLED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS MEASURED OR VERIFIED IN PLACE BY THE ENGINEER OR HIS AGENT.
- IN CASE OF CONFLICT BETWEEN THE ABOVE MENTIONED SPECIFICATIONS, THE ENGINEER SHALL DETERMINE WHICH OF THE SPECIFICATIONS SHALL GOVERN. THE ENGINEER'S DECISION SHALL BE FINAL AND NO ADDITIONAL COMPENSATION SHALL BE AWARDED UNLESS APPROVED BY THE ENGINEER.
- THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY THE OWNER. IMPROVEMENT REPRESENTATIONS AS SHOWN ON THESE PLANS, ARE AS ACCURATE AS POSSIBLE FROM THE INFORMATION AVAILABLE. HOWEVER SOME FIELD REVISIONS MAY BE REQUIRED TO ACCOMMODATE UNFORESEEN CIRCUMSTANCES – THE ENGINEER SHALL BE ADVISED OF ANY NECESSARY REVISIONS WITH SUFFICIENT LEAD TIME ALLOWED TO PROPERLY CONSIDER AND ACT UPON SAID REQUESTS. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED IN CONSTRUCTING THOSE IMPROVEMENTS AS DETAILED IN THIS ENGINEERING PLAN.
- THE ENGINEER SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE OR REJECT THE WORKMANSHIP AND/OR MATERIALS WHICH GO TO MAKE UP IMPROVEMENTS AS DETAILED IN THESE PLANS AND SPECIFICATIONS.
- GENERAL SAFETY PROVISION: TO PROVIDE DRIVERS WITH SAFE TRAVEL CONDITIONS DURING THE CONSTRUCTION PROJECT, AND TO PROVIDE SAFE WORKING CONDITIONS FOR ALL EMPLOYEES, THE RULES, REGULATIONS, AND CONDITIONS STATED BELOW WILL PREVAIL FOR THE DURATION OF THIS CONTRACT. ANY EMPLOYEE OF THE CONTRACTOR OR HIS SUBCONTRACTORS WHO REFUSES TO COMPLY WITH THESE GENERAL SAFETY PROVISIONS SHALL BE REMOVED FROM THE JOB SITE IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. THE CONTRACTOR AND ANY SUBCONTRACTORS RETAINED BY HIM SHALL COMPLY WITH THE STATE AND FEDERAL REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA), JULY 1, 1987 AS IT RELATES TO CONTRACTOR'S OPERATIONS.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE REGULATIONS REGARDING AIR, WATER, AND NOISE POLLUTION. THE CONTRACTOR WILL NOT BE ALLOWED TO BUILD FIRES ON THE SITE.
- THE SCALE SHOWN ON THE DRAWINGS APPLIES ONLY TO THE FULL SIZE PLANS NOT THE REDUCED SIZE PLANS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN DRAINAGE FLOWS AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. METHODS USED BY THE CONTRACTOR SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER. COST OF MAINTAINING DRAINAGE FLOWS SHALL BE INCIDENTAL TO THE CONTRACT.
- WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED BEFORE SUCH MONUMENTS ARE REMOVED OR DISTURBED. THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL PROPERTY MARKERS, MONUMENTS AND RIGHT-OF-WAY PINS UNTIL THE OWNER, AND AUTHORIZED SURVEYOR, OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN AUTHORIZED SURVEYOR RE-ESTABLISH ANY SECTION OR SUBSECTION MONUMENTS DESTROYED BY HIS OPERATIONS. REPLACEMENT OF MONUMENTS WILL BE DETERMINED BY THE ENGINEER.
- THE CONTRACTOR SHALL REMOVE, STORE, AND RELOCATE TO THE SATISFACTION OF THE ENGINEER ALL EXISTING SIGNAGE IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS, AND CONSIDER THIS AS INCIDENTAL TO THE CONTRACT.
- OUTSIDE THE EXISTING RIGHT-OF-WAY, THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATION NEAR ANY AND ALL EXISTING SIGNS OUTSIDE THE RIGHT-OF-WAY. ANY SIGNS REMOVED FOR CONSTRUCTION PURPOSES SHALL BE CAREFULLY REMOVED AND RE-ERECTED BY THE CONTRACTOR AT A LOCATION NEAREST TO THE ORIGINAL LOCATION, OR AT A LOCATION DETERMINED BY THE ENGINEER IN THE FIELD. REMOVAL AND RE-ERECTED SIGNS AND ANY DAMAGE DONE TO EXISTING SIGNS BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL EXPENSE TO THE OWNER.
- ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE. MATERIALS AND LABOR NOT SPECIFICALLY IDENTIFIED SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- AT THE END OF EACH DAY, THE CONTRACTOR SHALL SECURE THE CONSTRUCTION WORK ZONE FROM POTENTIAL INTRUDERS.
- THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER OF ANY ERRORS OR DISCREPANCIES WHICH MAY BE SUSPECTED IN LINES AND GRADES, AND SHALL NOT PROCEED WITH THE WORK UNTIL ALL LINES AND GRADES WHICH ARE BELIEVED TO BE IN ERROR HAVE BEEN VERIFIED OR CORRECTED BY THE ENGINEER OR HIS REPRESENTATIVE.
- THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCE OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF THEIR WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
- ALL ITEMS TO BE REMOVED AND NOT DEFINED AS A PAY ITEM SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
- ALL EXCESS EARTH EXCAVATION, EXCESS MATERIALS, OR OTHER REMOVED ITEMS SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE OWNER.
- THIS WORK SHALL BE IN ACCORDANCE WITH SECTION 201 OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL OBSTRUCTIONS, TREES, DEBRIS AND BRUSH AS DESIGNATED BY THE OWNER AND AS INDICATED ON THE PLANS. ALL MATERIALS SHALL BE DISPOSED OF AT THE CONTRACTOR'S EXPENSE. DURING CONSTRUCTION, CARE SHALL BE TAKEN TO MINIMIZE DAMAGE TO THE EXISTING TREES AND LANDSCAPING. ONLY THOSE ITEMS DESIGNATED BY THE OWNER SHALL BE REMOVED.
- ALL ROADWAY REMOVAL ITEMS SHALL CONFORM TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION. ALL JOINTS BETWEEN THE PORTION REMOVED AND THAT LEFT IN PLACE SHALL BE SAWED TO SUCH A DEPTH THAT A CLEAN, NEAT EDGE WILL RESULT WITH NO SPALLING TO THE REMAINING PORTION. THE COST OF SAWING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. ADDITIONAL SAWING OR RE-SAWING MAY BE REQUIRED AS DIRECTED BY THE ENGINEER WITH NO ADDITIONAL COMPENSATION BEING ALLOWED. THE COST OF SAWCUTTING THE EXISTING PAVEMENT SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

GENERAL NOTES

- WHEN ARTIFICIAL LIGHTING IS UTILIZED DURING NIGHT OPERATIONS, THE CONTRACTOR SHALL EXERCISE UTMOST PRECAUTIONS IN PREVENTING ADVERSE VISIBILITY TO THE MOTORING PUBLIC, AS WELL AS ADJOINING RESIDENTIAL AREAS.
- THE CONTRACTOR IS REQUIRED TO STAY WITHIN THE NOTED PROPERTY BOUNDARIES, RIGHT-OF-WAY AND EASEMENTS AS SHOWN IN THE PLANS. ANY ADDITIONAL EASEMENTS SHALL BE SECURED BY THE CONTRACTOR AT NO EXTRA COST.
- ANY AREAS DAMAGED OR DISTURBED DURING THE PROJECT AS A DIRECT OR INDIRECT RESULT OF CONTRACTOR OPERATIONS, SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE ORIGINAL CONDITION. THE COST OF SAID RESTORATION OR REPAIR SHALL BE BORNE TOTALLY BY THE CONTRACTOR, WITH NO EXTRA COMPENSATION BEING AWARDED UNDER THIS CONTRACT. THE RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY UTILITY, STRUCTURE, LANDSCAPING, ETC., DAMAGED OR DESTROYED BY THE CONTRACTOR DURING MOBILIZATION OR CONSTRUCTION SHALL BE BORNE SOLELY BY THE CONTRACTOR, WITH NO EXPENSE BEING CHARGED TO THE ENGINEER OR OWNER. PRIOR TO ACCEPTANCE OF THIS REPAIR OR REPLACEMENT, THE CONTRACTOR SHALL PRESENT THE OWNER WITH A "SIGNOFF LETTER", SIGNED BY A RESPONSIBLE OFFICIAL OF THE OWNER OF THE DAMAGED UTILITY STATING THAT THE REPAIR OR REPLACEMENT IS ACCEPTABLE.

CONSTRUCTION STAKING

- CONSTRUCTION STAKING SERVICES WILL BE PROVIDED BY THE OWNER. STAKE POINTS WILL BE STAKED ONE TIME WHEN REQUESTED BY THE CONTRACTOR. THE SAME STAKE POINTS REQUESTED BY THE CONTRACTOR A SECOND TIME WILL BE PAID FOR BY THE CONTRACTOR.

EROSION CONTROL NOTES

- UNLESS OTHERWISE SPECIFIED, ALL EROSION AND SEDIMENT CONTROL MEASURES AND THEIR MAINTENANCE, CLEARING AND REMOVAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- THIS WORK SHALL CONFORM TO THE APPLICABLE STANDARDS FROM THE ILLINOIS URBAN MANUAL, THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION, CURRENT EDITION, THE PROJECT SPECIFICATIONS, AND THE APPROPRIATE DETAILS.
- A NOTICE OF INTENT (NOI) AND A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WILL BE COMPLETED AND SUBMITTED TO THE ILLINOIS EPA BY THE OWNER PRIOR TO CONSTRUCTION.
- THE SWPPP SHALL BE CONSIDERED PART OF THE CONTRACT DOCUMENTS AND WILL BE AVAILABLE FOR REVIEW DURING THE BIDDING PROCESS.
- A COPY OF THE SWPPP WILL BE PROVIDED TO THE SUCCESSFUL BIDDER. THE CONTRACTOR SHALL MAINTAIN ONE COPY OF THE SWPPP AT THE CONSTRUCTION SITE AT ALL TIMES DURING WORKING HOURS FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL STABILIZATION.
- THE CONTRACTOR SHALL LEGIBLY MARK ANY CHANGES OR REVISIONS IMPLEMENTED TO THE SWPPP. AT COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL DELIVER THE SWPPP (INCLUDING ALL REVISIONS, RECORDS, AND INSPECTION REPORTS) TO THE OWNER.
- THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR RESPONSIBLE FOR SEDIMENT AND EROSION CONTROL MEASURES OR CONSTRUCTION ACTIVITIES THAT DISTURB SITE SOIL WILL BE REQUIRED TO CERTIFY THE SWPPP BEFORE A NOTICE TO PROCEED IS ISSUED.
- A COPY OF THE LETTER OF NOTIFICATION OF COVERAGE, AND THE GENERAL NPDES PERMIT NO. ILR10 MUST BE POSTED IN A PROMINENT PLACE FOR PUBLIC VIEWING AT THE CONSTRUCTION SITE BY THE GENERAL CONTRACTOR.
- THE CONTRACTOR SHALL IMPLEMENT THE EROSION AND SEDIMENT CONTROL MEASURES AS INDICATED ON THESE EROSION CONTROL PLANS AND IN THE SWPPP BEFORE CONSTRUCTION BEGINS.
- THE CONTROLS SHALL BE INSTALLED AS DETAILED AND WHERE INDICATED ON THE EROSION CONTROL PLAN SHEETS AND AS DIRECTED BY THE INSPECTOR.
- SITE ACTIVITIES SHOULD ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE PRACTICABLE.
- EXCEPT AS PROVIDED IN THE SWPPP, DISTURBED PORTIONS OF THE SITE SHALL BE STABILIZED (TEMPORARILY OR PERMANENTLY SEEDED, MULCHED, SODDED OR PAVED) AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
- UNTIL SUCH TIME AS THE PROJECT SITE REACHES FINAL STABILIZATION AND A NOTICE OF TERMINATION IS FILED BY THE OWNER, THE CONTRACTOR SHALL BE RESPONSIBLE TO ADJUST, REPAIR, OR REPLACE, ALL VEGETATION, EROSION CONTROLS, SEDIMENT CONTROLS, AND ANY OTHER PROTECTIVE MEASURES AS REQUIRED IN ORDER TO MAINTAIN THEIR INTENDED FUNCTION IN A GOOD AND EFFECTIVE OPERATING CONDITION.
- EXCEPT FOR FLOWS FROM FIRE FIGHTING ACTIVITIES, SOURCES OF NON-STORM WATER EXPECTED DURING THE CONSTRUCTION PROCESS THAT MAY BE COMBINED WITH STORM WATER DISCHARGES ARE IDENTIFIED IN THE SWPPP. THESE DISCHARGES SHALL BE DIRECTED AWAY FROM UNPROTECTED, BARE, OR OTHERWISE UNSTABILIZED SOIL, AND APPROPRIATE POLLUTION PREVENTION MEASURES SHALL BE IMPLEMENTED SO THAT THESE DISCHARGES DO NOT CAUSE EROSION OR DEGRADE THE QUALITY OF RUNOFF FROM THE CONSTRUCTION SITE.
- REGULAR INSPECTIONS WILL BE MADE AS REQUIRED UNDER THE GENERAL NPDES PERMIT NO. ILR10 AND SPECIFIED IN THE SWPPP. A QUALIFIED INSPECTOR WILL BE PROVIDED BY THE OWNER. BASED ON THE RESULTS OF THE INSPECTIONS, POLLUTION PREVENTION MEASURES SHALL BE REVISED AS APPROPRIATE AS SOON AS PRACTICABLE AFTER EACH INSPECTION. SUCH REVISIONS SHALL BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING EACH INSPECTION.
- THE INSPECTOR SHALL HAVE AUTHORIZATION TO DETERMINE THE ADEQUACY OF THE CONTRACTOR'S EROSION CONTROL EFFORTS. THE OWNER OR THE INSPECTOR SHALL HAVE FULL AUTHORITY OVER THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR TO CAUSE POLLUTANT CONTROL MEASURES TO BE REPAIRED, MODIFIED, MAINTAINED, SUPPLEMENTED, OR WHATEVER ELSE IS NECESSARY IN ORDER TO ACHIEVE EFFECTIVE POLLUTANT CONTROL OR TO SUSPEND OR LIMIT THE CONTRACTORS OPERATIONS PENDING ADEQUATE PERFORMANCE.
- PERIMETER EROSION BARRIER TO BE CONSTRUCTED OF SILT FENCE UNLESS NOTED OTHERWISE.
- INLET PROTECTION SHALL BE A DANDY BAG, DANDY SACK, ROCSOC, OR APPROVED EQUAL.
- EROSION CONTROL BLANKET SHALL BE OF NORTH AMERICAN GREEN DS75 OR APPROVED EQUAL.
- A TEMPORARY CONCRETE WASHOUT FACILITY SHALL BE CONSTRUCTED AT A LOCATION APPROVED BY THE ENGINEER. WASHOUT FACILITY SHALL BE UTILIZED FOR ALL APPLICABLE OPERATIONS.

EROSION CONTROL NOTES

- STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED, AT APPROVED LOCATIONS FOR THIS PROJECT. ALL CONSTRUCTION TRAFFIC MUST UTILIZE THE STABILIZED CONSTRUCTION ENTRANCES WHEN EXITING THE SITE. ALL COST FOR EROSION CONTROL AND RESTORATION WORK ASSOCIATED WITH THE APPROVED STABILIZED CONSTRUCTION ENTRANCES SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- TEMPORARY EROSION CONTROL MEASURES INCLUDE TEMPORARY DITCH CHECKS, PERIMETER EROSION BARRIER, INLET AND PIPE PROTECTION, TEMPORARY SEEDING, AND ANY OTHER TEMPORARY EROSION CONTROL MEASURE NEEDED TO LIMIT THE AMOUNT OF SOIL EROSION AND SEDIMENTATION DURING CONSTRUCTION.
- AT THE COMPLETION OF THE PROJECT, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED FROM THE SITE, AND BECOME THE PROPERTY OF THE CONTRACTOR. CONTRACTOR MUST STABILIZE ANY AREA DISTURBED BY THE REMOVAL OF EROSION CONTROL ITEMS.
- CONTRACTOR SHALL CLEAN ANY DEBRIS TRACKED OFFSITE DAILY.
- ALL EROSION CONTROL MEASURES DETAILED HEREIN AND COMPLIANCE WITH NPDES PERMIT SHALL BE INCLUDED IN THE PAY ITEM FOR "EROSION AND SEDIMENT CONTROL".

SEEDING OF DISTURBED AREAS

- THE FINAL TOP 6" INCHES OF SOIL IN ANY DISTURBANCE AREA MUST BE A COHESIVE SOIL CAPABLE OF SUPPORTING VEGETATION.
- THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS ADJACENT TO IMPROVEMENTS WITH SEEDING, IDOT CLASS 1A AND MULCH, IDOT METHOD 2 IN ACCORDANCE WITH IDOT STANDARD SPECIFICATION OR AS APPROVED BY THE ENGINEER.
- GUARANTEE: ALL SEEDED AREAS SHALL BE MAINTAINED AND MOWED FOR AT LEAST 30 DAYS AFTER GERMINATION. SCATTERED BARE SPOTS NO LARGER THAN TWO SQUARE FOOT WILL BE ALLOWED UP TO A MAXIMUM OF 5% OF ANY SEEDED AREA INCLUDING 30-DAY MAINTENANCE, MOWING AND WATERING AS NECESSARY.
- THIS WORK SHALL CONFORM TO THE APPLICABLE STANDARDS FROM THE ILLINOIS URBAN MANUAL, THE ILLINOIS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION SECTIONS, CURRENT EDITION, THE PROJECT SPECIFICATIONS, AND THE APPROPRIATE DETAILS.
- RESTORATION – THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED DURING CONSTRUCTION OF THE IMPROVEMENTS AND RELATED APPURTENANCES OR AS PART OF ANY OF THEIR ACTIVITIES TO A CONDITION EQUAL TO OR BETTER THAN THE ORIGINAL CONDITION.
- ALL TOPSOIL REMOVAL, REPLACEMENT AND HAUL OFF (IF NECESSARY) SHALL BE INCLUDED IN THE PAY ITEM FOR "EARTH EXCAVATION, GRADING AND BORROW".



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PROPOSED TRANSLOAD YARD
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DRAWN BY: YJ

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GENERAL NOTES

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G:\C30\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, NOTES

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STORM SEWER

1. STORM SEWERS THAT CROSS OVER ANY PROPOSED WATER MAIN SHALL BE CONSTRUCTED WITH RUBBER GASKETED JOINTS (ASTM C443).
2. ALL EXISTING MANHOLE CONNECTIONS MUST BE CORE--DRILLED, UNLESS A PRE--CORED HOLE, SUITABLY LOCATED, EXISTS IN THE MANHOLE.
3. THE LENGTH OF FLARED END SECTIONS IS NOT INCLUDED IN THE INDICATED PIPE LENGTH. HOWEVER, THE ENTIRE LENGTH OF THE FLARED END SECTION IS TAKEN INTO ACCOUNT FOR THE INDICATED SLOPE AND INVERT GRADES.
5. CONTRACTOR SHALL FURNISH ALL PIPE BEDDING. PIPE BEDDING MATERIAL SHALL BE AS SHOWN IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION. COST SHALL BE INCLUDED IN UNIT PRICE OF PIPE.
6. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING STORM SEWER ELEVATIONS THAT PROJECT CONNECTS TO.
7. ALL TRENCH BACKFILL SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT AND INCLUDED IN THE UNIT PRICE OF THE PIPE.

MATERIAL AND COMPACTION TESTING

1. A GEOTECHNICAL REPRESENTATIVE WILL BE PROVIDED AND PAID FOR BY THE OWNER FOR ANY REQUIRED TESTING. THE CONTRACTOR IS RESPONSIBLE TO FOLLOW AND MEET GUIDELINES SET BY THE GEOTECHNICAL REPRESENTATIVE.

UTILITIES

1. UTILITIES SHOWN ON THE PLANS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND NO GUARANTEE OF THEIR ACCURACY IS MADE OR INFERRED. THE LOCATION OF EXISTING UTILITIES AS SHOWN ON THE DRAWINGS REPRESENT DATA RECEIVED FROM VARIOUS SOURCES. IT IS NOT GUARANTEED TO BE CORRECT OR ALL-INCLUSIVE. THE CONTRACTOR SHALL CONDUCT HIS OWN INVESTIGATION INTO THE LOCATION, SIZE, DEPTH AND NATURE OF ANY AND ALL EXISTING UTILITIES THAT MAY INTERFERE WITH THE WORK UNDER THIS CONTRACT. ANY EXISTING UTILITIES THAT ARE TO REMAIN IN SERVICE SHALL BE FULLY PROTECTED BY THE CONTRACTOR AND ANY DAMAGE CAUSED BY THE CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ANY AND ALL UTILITY COMPANIES REGARDING ADJUSTMENTS NECESSARY. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE AND CONSIDERED INCIDENTAL TO THE PROJECT COST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND, OVERHEAD, OR SURFACE UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER OR THE OWNER OR REPLACED. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE.
2. THE CONTRACTOR MUST VERIFY AND LOCATE ALL EXISTING UTILITIES ON OR ADJACENT TO THE SITE. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, CONTACT J.U.L.I.E. AT 1-800-892-0123 (OR 811) FOR EXACT FIELD LOCATION OF UTILITIES, DAMAGE, AND THE COST THEREOF, TO ANY AND ALL UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ANY AND ALL EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THE ENGINEER AND SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATION OF THE EXISTING UTILITIES SHOWN HEREON.
3. IF THERE ARE ANY UTILITIES WHICH ARE NOT MEMBERS OF THE J.U.L.I.E. SYSTEM, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THIS AND REQUESTING SAID UTILITIES TO FIELD VERIFY AND MARK PERTINENT UTILITY LOCATIONS.
4. THE UTILITY LOCATIONS, DEPTHS, ETC. SHOWN ON THESE PLANS ARE APPROXIMATE ONLY, AND SHALL BE VERIFIED BY THE CONTRACTOR WITH ALL AFFECTED UTILITY COMPANIES PRIOR TO INITIATING CONSTRUCTION OPERATIONS; THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY FOR THE ADEQUACY, SUFFICIENCY OR EXACTNESS OF THESE UTILITY REPRESENTATIONS.
5. THE CONTRACTOR SHALL CONTACT THE NECESSARY UTILITY COMPANIES FOR ANY UTILITY RELOCATIONS. THE CONTRACTOR SHALL PAY FOR ALL COSTS ASSOCIATED WITH RELOCATION OF UTILITIES ON OR ADJACENT TO THE SUBJECT PROPERTY OR WITHIN THE ROAD RIGHT--OF--WAY.
6. TRENCH BACKFILL SHALL BE FILL MATERIAL TYPE A (GRAVEL OR CA6 CRUSHED STONE.) OR TYPE C (SAND FA-1 OR SAND FA-2) IN ACCORDANCE WITH AASHTO T27 GUIDELINES AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR WATER & SEWER CONSTRUCTION IN ILLINOIS", CURRENT EDITION. COST SHALL BE INCLUDED IN UNIT PRICE OF PIPE.
7. TRENCH BACKFILL SHALL BE USED IN LOCATIONS WHERE THERE IS AN EXISTING OR PROPOSED PERMANENT SURFACE.
8. ABANDONED UNDERGROUND UTILITIES THAT CONFLICT WITH CONSTRUCTION OR HAVE THE POTENTIAL FOR CREATING FUTURE PROBLEMS SHALL BE DISPOSED OF OUTSIDE THE LIMITS OF THE PROJECT AT AN APPROVED LOCATION OBTAINED BY THE CONTRACTOR, ACCORDING TO THE "STANDARD SPECIFICATIONS FOR WATER & SEWER CONSTRUCTION IN ILLINOIS", CURRENT EDITION, AND AS DIRECTED BY THE ENGINEER. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO EARTH EXCAVATION AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
9. ANY AND ALL FIELD TILES AND OR STORM SEWERS DAMAGED OR ENCOUNTERED DURING THE CONSTRUCTION ACTIVITIES SHALL BE REPAIRED, REPLACED AND/OR CONNECTED IMMEDIATELY BY THE CONTRACTOR. COST FOR REPAIRS, REPLACEMENT, AND/OR CONNECTION SHALL BE INCIDENTAL TO THE VARIOUS CONTRACT ITEMS.

TRAFFIC CONTROL

1. THE CONTRACTOR SHALL PROVIDE, INSTALL AND MAINTAIN ALL TRAFFIC CONTROL ITEMS NECESSARY FOR THE CONSTRUCTION OF ITEMS WITH IN THE ROAD RIGHT--OF--WAY. ALL WORK PERFORMED SHALL HAVE TRAFFIC CONTROL IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION.
2. ALL TRAFFIC CONTROL DEVICES USED FOR THE MAINTENANCE OF TRAFFIC SHALL BE REFLECTORIZED PRIOR TO INSTALLATION AND CLEANED AS NECESSARY THROUGHOUT THE DURATION OF THE CONTRACT. ALL SIGNS SHALL BE FURNISHED, INSTALLED AND MAINTAINED BY THE CONTRACTOR. PAYMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
3. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN CONDITIONS MAY REQUIRE THE ENGINEER TO MODIFY THE LOCATION OF THE TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE ENGINEER WITHOUT DELAY. THE CONTRACTOR SHALL RESPOND WITHIN 30 MINUTES FROM THE TIME OF NOTIFICATION BY THE ENGINEER TO ANY REQUEST MADE BY THE ENGINEER FOR CORRECTION, IMPROVEMENT OR MODIFICATION OF THE MAINTENANCE OF TRAFFIC CONTROL DEVICES. DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ADJACENT TRAFFIC LANES OPEN TO TRAFFIC FROM DEBRIS BEING BLOWN OR OTHERWISE REMOVED FROM THE CONSTRUCTION AREAS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR KEEPING DEBRIS OFF THE ADJACENT TRAVELED LANE SURFACE. COST INCIDENTAL TO THE PROJECT.

SUBGRADES, SUBBASES, AND BASE COURSES

1. THE CONTRACTOR WILL BE REQUIRED TO SUBSTANTIATE BASE COURSE THICKNESSES AND FINISH PAVEMENT THICKNESSES. THE ENGINEER SHALL INSPECT BASE COURSE COREOUT PRIOR TO PLACING BASE COURSE TO ENSURE REQUIRED BASE COURSE DEPTH IS PRESENT. IN ADDITION, THE ENGINEER AND/OR THE CITY ENGINEER SHALL WITNESS THE PLACEMENT OF BITUMINOUS BINDER AND SURFACE COURSE. CORE DRILLING MAY BE REQUIRED TO DEMONSTRATE THAT BASE COURSE AND PAVEMENT THICKNESSES CONFORM TO THE SPECIFICATIONS. PRIOR TO PLACING BASE COURSE MATERIAL, THE CONTRACTOR SHALL TEST ROLL THE SUBGRADE, IN THE PRESENCE OF THE ENGINEER OR HIS AGENT TO DEMONSTRATE THAT SAID SUBGRADE IS READY FOR BASE. PRIOR TO PLACEMENT OF THE BITUMINOUS SURFACE, THE SAME VERIFICATION PROCEDURE SHALL BE PERFORMED ON THE BASE COURSE MATERIAL. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO PERFORMING ANY OF THE REQUIRED TESTS SO THAT A REPRESENTATIVE MAY BE PRESENT.
2. PRIOR TO ANY EMBANKMENT OR ROAD BASE BEING PLACED, SHOULD IT BE DETERMINED BY THE ENGINEER THAT THE SUBGRADE MATERIAL IS UNSUITABLE ON WHICH TO CONSTRUCT THE ROADWAY STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING THE UNSUITABLE MATERIAL TO THE SATISFACTION OF THE ENGINEER AND REPLACING SAME WITH STABILIZING SUBBASE CONSISTING OF SUBBASE GRANULAR MATERIAL, TYPE B IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION. TO HELP MINIMIZE THE AMOUNT OF SUBBASE MATERIAL INSTALLED FOR GROUND STABILIZATION, GEOTECHNICAL FABRIC MAY BE INSTALLED AS APPROVED BY THE ENGINEER. FABRIC SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 210 OF THE IDOT STANDARD SPECIFICATIONS. THE COARSE AGGREGATE SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER CUBIC YARD FOR SUBBASE GRANULAR MATERIAL, TYPE B. THE EXCAVATION AND DISPOSAL OF THE UNSUITABLE MATERIAL SHALL BE CONSIDERED INCIDENTAL TO SUBBASE GRANULAR MATERIAL, TYPE B. STABILIZING FABRIC SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER SQUARE YARD FOR GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

EXCAVATION/EARTHWORK

1. THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATION NEAR ANY AND ALL EXISTING ITEMS WHICH ARE NOT INDICATED TO BE REMOVED. ANY DAMAGE DONE TO EXISTING ITEMS BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL EXPENSE TO THE OWNER.
2. PRIOR TO STARTING EARTHWORK OR UTILITY TRENCHING, THE CONTRACTOR SHALL STRIP THE SITE OF TOPSOIL TO A DEPTH OF 12" AND TO THE LIMITS APPROVED BY THE ENGINEER. THIS MATERIAL SHALL BE STOCKPILED IN A REMOTE LOCATION OF THE SITE (APPROVED BY THE ENGINEER) UNTIL THE PLAN IMPROVEMENTS ARE COMPLETED AND THE EXCESS MATERIAL SPREAD AS DIRECTED. IT SHALL THEN BE THE RESPONSIBILITY OF THE CONTRACTOR TO SPREAD THIS TOPSOIL MATERIAL IN AREAS OF THE SITE, OVER AREAS WHERE EXCESS EXCAVATED MATERIAL, SAND, GRAVEL HAS BEEN SPREAD OR IN OTHER AREAS AS DESIGNATED BY THE ENGINEER. THE MATERIAL SHALL THEN BE COMPACTED TO A MINIMAL DEPTH OF 6" AND FINE GRADED IN A MANNER ACCEPTABLE TO THE ENGINEER. THIS WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION.
3. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) REQUIREMENTS--"THE CONTRACTOR IS RESPONSIBLE FOR THE ASSESSMENT AND PROPER DISPOSAL OF ALL EXCESS SOIL AND SUBSURFACE MATERIALS THAT ARE NOT ABLE TO BE RE--USED ON THE PROJECT SITE AS SUITABLE CLEAN FILL. CONTRACTOR RESPONSIBILITY'S SHALL INCLUDE ALL REQUIRED SOIL SAMPLING, LABORATORY ANALYSIS, DISPOSAL PROFILING FEES, TRANSPORTATION, AND DISPOSAL TIPPING FEES AND SURCHARGES."
4. ROCK IS NOT ANTICIPATED TO BE ENCOUNTERED.
5. ALL EXCAVATIONS FOR STRUCTURES AND PIPE SHALL BE KEPT DEWATERED DURING CONSTRUCTION UNTIL BACKFILL IS IN PLACE. DURING DEWATERING OPERATIONS, WATER SHALL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. (COST INCIDENTAL)
6. EARTH EXCAVATION SHALL CONFORM TO SECTION 202 OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION. THIS WORK SHALL INCLUDE THE EXCAVATION OF ALL MATERIALS TO DESIGN SUBGRADE ELEVATIONS INDICATED IN THE PLANS.
7. SHEETING AND SHORING SHALL BE CONSIDERED INCIDENTAL TO CONTRACT IF REQUIRED.
8. WHENEVER THE CONTRACTOR WORKS NEAR EXISTING FACILITIES WITHIN THE LIMITS OF THE IMPROVEMENTS DURING TRENCHING OPERATIONS, HE WILL BE REQUIRED TO HAND TRENCH IN THAT AREA IN ORDER NOT TO DAMAGE THESE FACILITIES. PUSH HOLES AND SEARCH HOLES THAT ARE DUG BY THE CONTRACTOR SHALL BE BACKFILLED BY TAMPING THE EXCAVATED MATERIAL BACK IN PLACE TO KEEP SETTLEMENT TO A MINIMUM. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
9. EMBANKMENT WORK SHALL CONSIST OF THE CONSTRUCTION OF EMBANKMENTS BY DEPOSITING, PLACING AND COMPACTING EARTH, STONE, GRAVEL OR OTHER MATERIALS OF ACCEPTABLE QUALITY ABOVE THE NATURAL GROUND OR OTHER SURFACE IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS", CURRENT EDITION.
10. IF SUFFICIENT TOPSOIL IS NOT PRESENT, THE CONTRACTOR SHALL SPREAD FURNISHED TOPSOIL SO AS TO MEET THE REQUIREMENTS OF THE CONTRACT. FURNISHED TOPSOIL SHALL ONLY BE USED WITH APPROVAL BY THE ENGINEER.
11. IN PROPOSED FILL AREAS FOR PAVEMENT AND EMBANKMENT, TOPSOIL AND TURF SHALL BE SCARIFIED AND REMOVED PRIOR TO CONSTRUCTING THE EMBANKMENT.
12. ALL EXCAVATION, TOP SOIL REMOVAL/REPLACEMENT, BORROW, COMPACTION AND ALL OTHER WORK ASSOCIATED WITH SITE PREPARATION SHALL BE INCLUDED IN THE PAY ITEM "EARTH EXCAVATION, GRADING AND BORROW".



ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:

CITY OF ROCHELLE
420 NORTH SIXTH STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

GENERAL NOTES

SET TYPE: BID SET

G:\C30\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, NOTES (2)

JOB NUMBER:

20-1026

SHEET NUMBER:

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ABBREVIATIONS

<	ANGLE
ABC	AGGREGATE BASE COURSE
ACI	ACRE(S)
ACI	AMERICAN CONCRETE INSTITUTE
AGR	AGGREGATE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ARCH	ARCHITECT
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BFP	BACKFLOW PREVENTER
BIT	BITUMINOUS
BLDG	BUILDING
BLK	BLOCKING
BM	BENCHMARK
BOT	BOTTOM
BSMT	BASEMENT
BV	BUTTERFLY VALVE
B-B	BACK-TO-BACK OF CURB DIMENSION
CL or C	CENTERLINE
C to C	CENTER TO CENTER
C & G	CURB AND GUTTER
CF	CUBIC FEET
CHD	CHORD LENGTH
CI	CAST IRON PIPE
CHK	CHECK VALVE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CTY	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
C-B	CENTERLINE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CU	COPPER PIPING
CTRS	CENTERS
CY	CUBIC YARDS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DEP	DEPRESSED
DET	DETAIL
DIAG	DIAGONAL
DIM	DIMENSION
DI	DUCTILE IRON PIPE
DN	DOWN
DNSTR	DOWNSTREAM
DP	DRAINAGE PIPE/STORM PIPE
DWG	DRAWING
E	EAST
EJ	EXPANSION JOINT
EL	ELEVATION
EP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EQUIV	EQUIVALENT
EW	EACH WAY
EXP	EXPANSION
EX, EXIST	EXISTING
EXT	EXTERIOR
E =	EXTERNAL DISTANCE
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIELD ENTRANCE
FF	FINISH FLOOR
FIL	FILLET
FIN	FINISH
FL	FLOW LINE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FRMG	FRAMING
FTG	FOOTING
F-F	FACE TO FACE
GA	GAUGE
GI	GALVANIZED IRON PIPE
GRD	GRADE
GRS	GRATING SUPPORT
GRT	GROUT
GV	GAS VALVE
GYP	GYPSUM
HSE	HOUSE
HC	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANGER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HW	HOT WATER
HWH	HOT WATER HEATER
Δ =	CENTRAL ANGLE
I	MOMENT OF INERTIA
ID	INSIDE DIAMETER
INT	INTERIOR
INV	INVERT ELEVATION; BASED ON BENCH MARK DATUM
IP	IRON PIPE
JST	JOIST
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
LF	LINEAL FEET
L.P.	LOW POINT
LT	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
ME	MATCH EXISTING
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTL	METAL
N	NORTH
No. OR #	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OO	OUTSIDE TO OUTSIDE
OPNG	OPENING
OPP	OPPOSITE
PC	POINT OF CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PCF	POUNDS PER CUBIC FOOT
PDP	PERFORATED DRAIN PIPE

PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLC	PLUG VALVE
PLP	POLYPROPYLENE PIPE
PLYWD	PLYWOOD
PM	PRINCIPAL MERIDIAN
PR	PRESSURE REGULATORS
PRC	POINT OF REVERSE CURVATURE
PRESS	PRESSURE
PR, PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PIPE SLEEVE
PT	POINT OF TANGENCY
PLG	PLUG VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
R	RADIUS
RDCP	REDUCER
RCCP	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
REINF	REINFORCING
REQD	REQUIRED
ROW	RIGHT OF WAY
RFT	RAFTER
RND	ROUND
RR	RAILROAD
RRSP	RAILROAD SPIKE
RT	RIGHT
R&R	REMOVE AND REPLACE
S	SOUTH
SB	STREAM BED
SCHED	SCHEDULE
SEC	SECTION
SF	SQUARE FEET
SHR	SHOWER
SHT	SHEET
SHTG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SIDEWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
TAN	TANGENT LENGTH
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK; BASED ON BENCHMARK DATUM
TD	TILE DRAIN
THK	THICK
TR	TREAD
TY	TYPE
TYP	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED
UP	UTILITY POLE
UPSTR	UPSTREAM
UR	URINAL
USGS	US GEOLOGICAL SURVEY
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEST
WC	WATER CLOSET
WF	WIDE FLANGE
WM	WATER MAIN
WMQ	WATER MAIN QUALITY
WV	WATER VALVE
WGT	WEIGHT
WP	WEATHER PROOF
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
W/O	WITH
XP	WITHOUT
	EXPLOSION PROOF

HATCH PATTERNS

	EARTH - FILL		BRICK
	EARTH - UNDISTURBED		STEEL
	ROCK (GEOLOGICAL)		INSULATION (LOOSE/ BATT)
	STONE OR RIP RAP		INSULATION (RIGID)
	GRAVEL		WOOD (ROUGH)
	CONCRETE		WOOD (BLOCKING)
	CONCRETE BLOCK		WOOD (FINISH)
	CMU		DETECTABLE WARNING
	ASPHALT PAVEMENT		

EXISTING

CIVIL

PROPOSED

EXISTING R.O.W.		PROPOSED R.O.W.
	RIGHT-OF-WAY LINE	
	PROPERTY LINE	
	CENTERLINE	
	SETBACK LINE	
	EASEMENT LINE	
	SECTION LINE	
	SECTION CORNER	
	COORDINATE POINT ON GRID SYSTEM	
	FOUND OR SET PROPERTY PIN	
	RIGHT-OF-WAY MARKER	
	BENCHMARK	
	CONTOUR LINE	
	SPOT ELEVATION (AT)	
	FENCE LINE	
	SILT FENCE LINE	
	CURB AND GUTTER	
	TIP OUT CURB AND GUTTER	
	SAWCUT, LIMITS OF PAVEMENT REMOVAL & REPLACEMENT	
	DECIDUOUS TREE W/ SIZE	
	CONIFEROUS TREE W/ SIZE	
	TREE STUMP	
	HEDGEROW	
	BUSH OR SHRUB	
	TREE LINE	
	CONSTRUCTION LIMIT LINE	
	SIGN (MULTIPLE POST, SINGLE POST)	
	SIGN (PYLON)	
	GUARD RAIL	
	RAILROAD TRACKS	
	BUILDING	
	MAILBOX	
	FLAGPOLE	
	BOLLARD	
	AIR CONDITIONER	

EXISTING

MISC

PROPOSED

EXISTING		PROPOSED
	SOIL BORING LOCATION AND NUMBER	
	MONITORING WELL	
	REVISION NUMBER	
	OUTLINE OF DETAILED AREA	
	SECTION NUMBER - SHEET WHERE SHOWN	

EXISTING

SANITARY SEWER

PROPOSED

EXISTING		PROPOSED
	SANITARY SEWER	
	SANITARY SEWER SERVICE	
	SANITARY SEWER FORCE MAIN	
	SANITARY CLEANOUT	
	SANITARY MANHOLE	
	WYE FITTING	

SYMBOLS

EXISTING

WATER

PROPOSED

EXISTING		PROPOSED
	WATER SERVICE	
	WATER PIPE	
	FIRE HYDRANT	
	YARD HYDRANT	
	WATER VALVE WITH BOX	
	CURB STOP W/ CURB BOX	
	REDUCER	
	WATER VALVE VAULT	
	11.25° BEND	
	22.50° BEND	
	45° BEND	
	90° BEND	
	TEE	
	CAP	
	WATER METER	
	SPRINKLER HEAD	
	TRACER WIRE BOX	

EXISTING

STORM SEWER

PROPOSED

EXISTING		PROPOSED
	STORM SEWER	
	DRAIN TILE	
	DITCH LINE (PAVED)	
	DITCH LINE (UNPAVED)	
	STORM MANHOLE	
	CATCH BASIN	
	STORM SEWER INLET	
	DOWNSPOUT	
	CULVERT AND SIZE	
	RCCP OR RCP EQRS (RCAP) END SECTION	
	METAL OR HDPE END SECTION	
	FLOW DIRECTION	

EXISTING

EROSION CONTROL

PROPOSED

EXISTING		PROPOSED
	EROSION CONTROL BLANKET	
	TEMPORARY AND PERMANENT SEEDING AREA	
	UNDISTURBED AREA	
	STABILIZED CONSTRUCTION ENTRANCE	
	SILT FENCE	
	INLET PROTECTION	
	TEMPORARY SEDIMENT TRAP	
	CULVERT INLET PROTECTION	
	ROCK OUTLET PROTECTION	
	ROCK CHECK DAM - COURSE AGGREGATE	
	ROCK CHECK DAM - RIP RAP	
	DITCH CHECK	

EXISTING

UTILITY

PROPOSED

EXISTING		PROPOSED
	FIBER OPTIC LINE	
	UNDERGROUND TV CABLE	
	CABLE TV RISER PEDESTAL	
	OVERHEAD UTILITY	
	UNDERGROUND ELECTRIC	
	ELECTRIC RISER PEDESTAL	
	ELECTRIC MANHOLE	
	UNDERGROUND TELEPHONE	
	TELEPHONE RISER PEDESTAL	
	TELEPHONE MANHOLE	
	UTILITY POLE	
	UTILITY POLE W/ METER	
	UTILITY POLE W/ TRANSFORMER	
	UTILITY POLE W/ LIGHT	
	UTILITY POLE WITH GUY WIRE AND ANCHOR	
	LIGHT (MAST MOUNTED)	
	LIGHT POLE (SINGLE FIXTURE)	
	YARD LIGHT	
	GAS MAIN	
	GAS METER	
	GAS VALVE	
	GAS STRUCTURE	

EXISTING

TRAFFIC RELATED

PROPOSED

EXISTING		PROPOSED
	CONTROLLER	
	MAST ARM ASSEMBLY AND POLE	
	SIGNAL HEAD AND POST	
	SIGNAL HEAD	
	PEDESTRIAN HEAD	
	PEDESTRIAN PUSH-BUTTON	
	HAND HOLE	
	DOUBLE HAND HOLE	
	HAND HOLE OR JUNCTION BOX	
	HEAVY-DUTY HAND HOLE	
	EXISTING CONDUIT (LENGTH AND SIZE)	
	PROP GALVANIZED STEEL OR PVC CONDUIT UPPER NUMERAL INDICATES LENGTH	
	PROP GALVANIZED STEEL OR PVC CONDUIT LOWER NUMERAL INDICATES SIZE AND TYPE	
	LUMINAIRE	
	ARROW - THROUGH, TURN LEFT	
	ARROW - THROUGH	
	ARROW - TURN LEFT	
	ARROW - TURN RIGHT	
	ONE DIRECTION TURN ONLY	
	HANDICAPPED PARKING STALL	
	TRAFFIC DETECTOR LOOP	
	TRAFFIC CONTROL BOX	

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:

CITY OF ROCHELLE
420 NORTH SIXTH STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOISDRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

STANDARD LEGEND

SET TYPE: BID SET

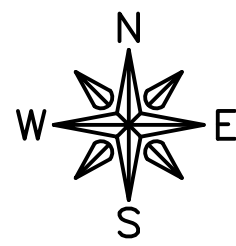
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JOB NUMBER:

20-1026

SHEET NUMBER:

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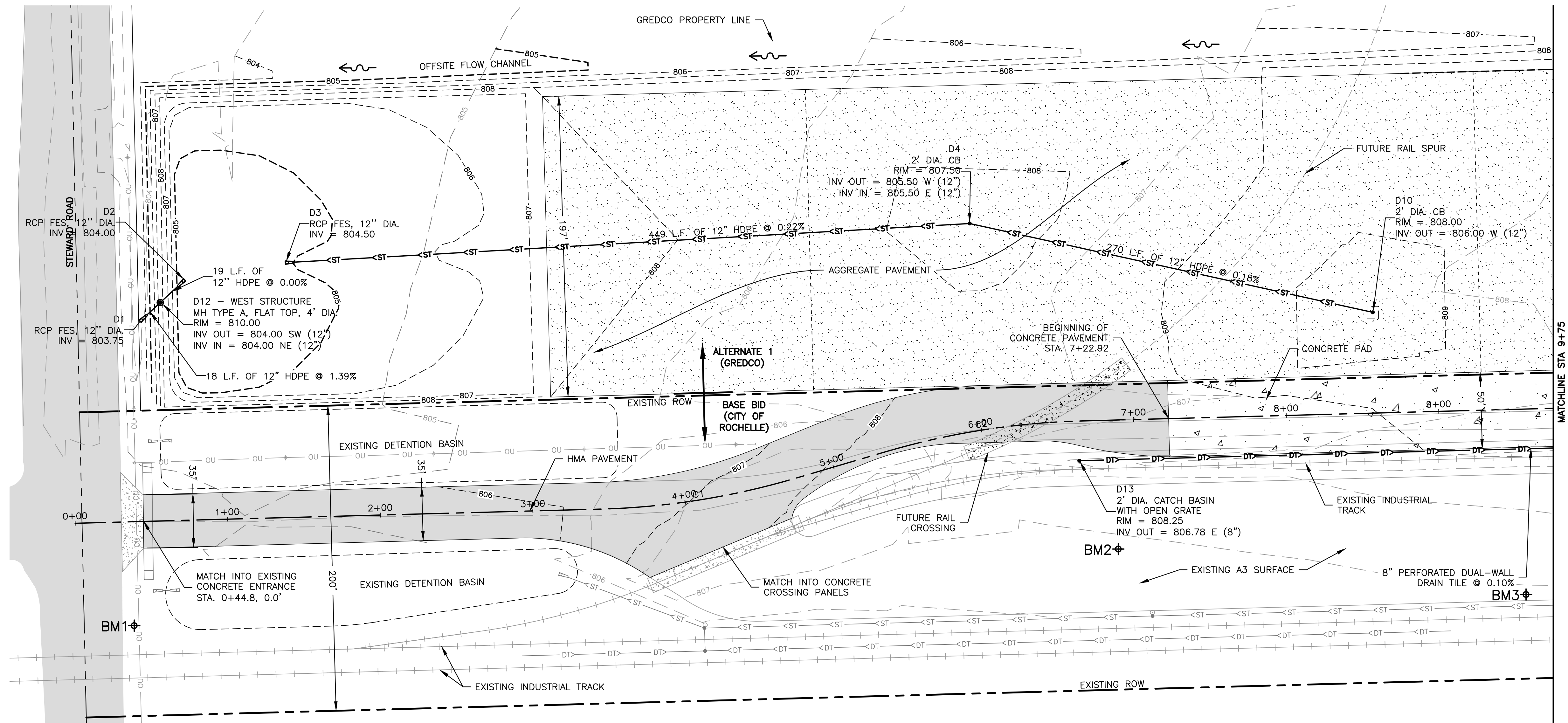
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LEGEND

- HMA PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVEMENT

NOTE:

1. BASE BID TO BE FUNDED BY DCEO GRANT AND CITY OF ROCHELLE FUNDS. IMPROVEMENTS GENERALLY INCLUDE ALL GRADING, CONCRETE AND HMA PAVING, AND IMPROVEMENTS ADJACENT TO THE EXISTING RAIL SPUR.
2. ALTERNATE BID IS TO BE FUNDED BY GREDCO AND GENERALLY INCLUDES ALL GRADING, STORM WATER MANAGEMENT, STORM SEWER AND AGGREGATE PAVEMENT IMMEDIATELY NORTH OF THE BASE BID.



COATED SAND SOLUTIONS

CURVE TABLE

CURVE #	R	L	T	Δ	CHORD	BEARING	E	PC STA	PI STA	PT STA
C1	499.70	129.49	65.11	014°50'50"	129.13	N81°01'56"E	4.19	3+44.22	4+09.33	4+73.71
C2	500.00	129.60	65.17	014°51'05"	129.24	N81°02'04"E	4.19	5+35.63	6+00.80	6+65.23

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DRAWING:

SITE PLAN 1

SET TYPE: BID SET

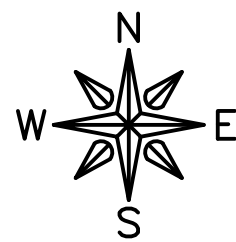
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JOB NUMBER:

20-1026

SHEET NUMBER:

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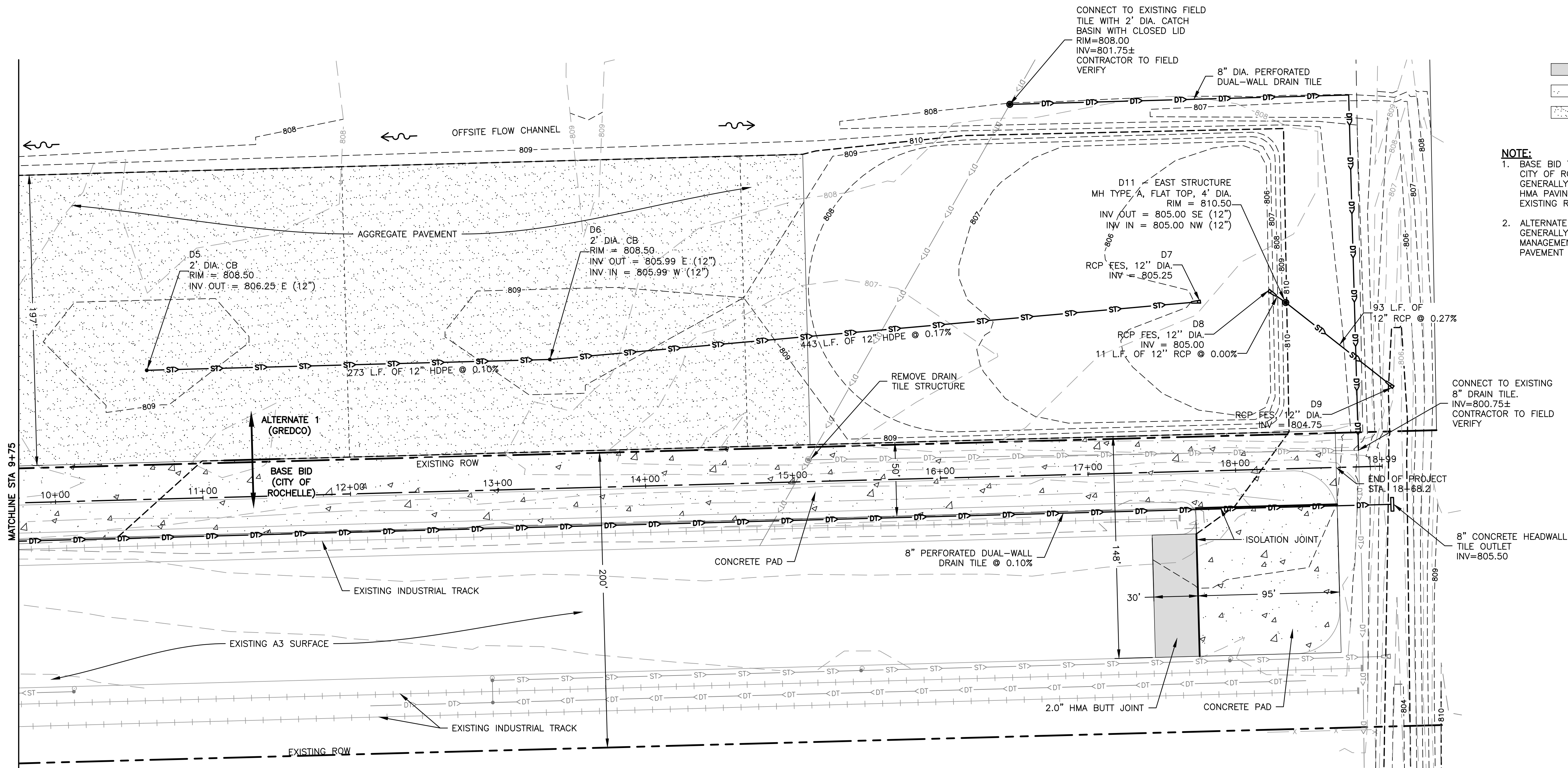
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LEGEND

- HMA PAVEMENT
- CONCRETE PAVEMENT
- AGGREGATE PAVEMENT

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1. BASE BID TO BE FUNDED BY DCEO GRANT AND CITY OF ROCHELLE FUNDS. IMPROVEMENTS GENERALLY INCLUDE ALL GRADING, CONCRETE AND HMA PAVING, AND IMPROVEMENTS ADJACENT TO THE EXISTING RAIL SPUR.
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REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

SITE PLAN 2

SET TYPE: BID SET

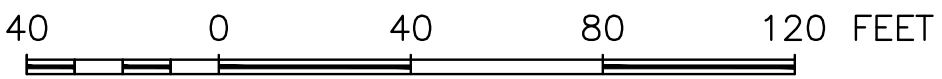
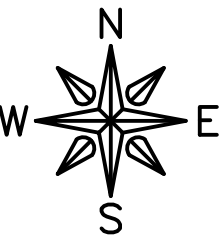
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JOB NUMBER:

20-1026

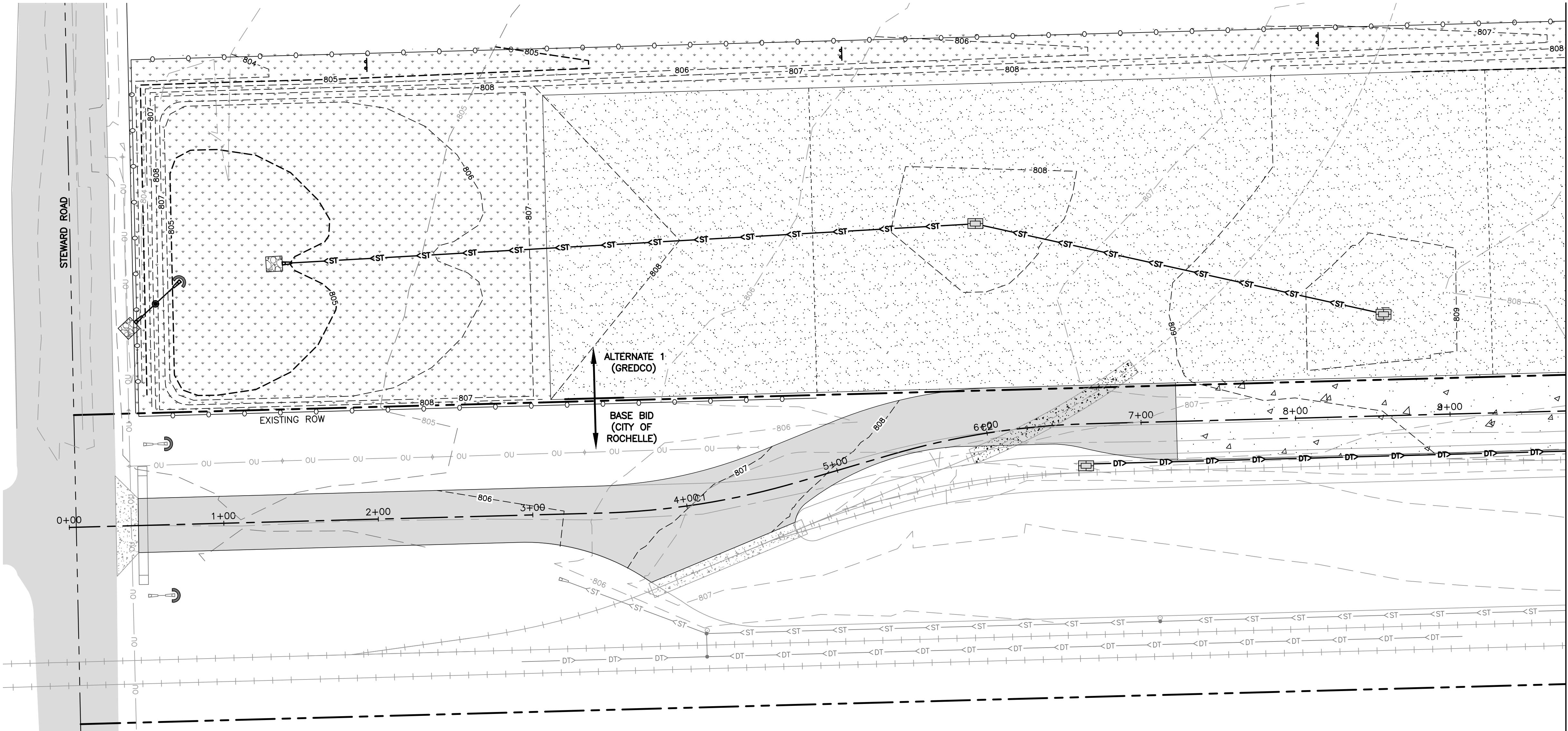
SHEET NUMBER:

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LEGEND

- PERIMETER EROSION BARRIER
- INLET PROTECTION
- DITCH CHECK
- CULVER INLET PROTECTION
- RIP RAP, RR3 AND FILTER FABRIC
- PERMANENT SEEDING AND MULCH, METHOD 2



FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS

IOWA

WISCONSIN

OWNER/DEVELOPER:

CITY OF ROCHELLE
420 NORTH SIXTH STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

EROSION CONTROL PLAN 1

SET TYPE: BID SET

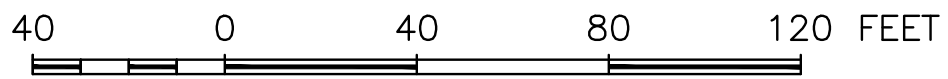
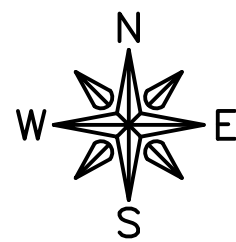
G:\C30\20\20-1026 Rochelle Transload Expansion\20-1026 - DESIGN (West).dwg, EROSION

JOB NUMBER:

20-1026

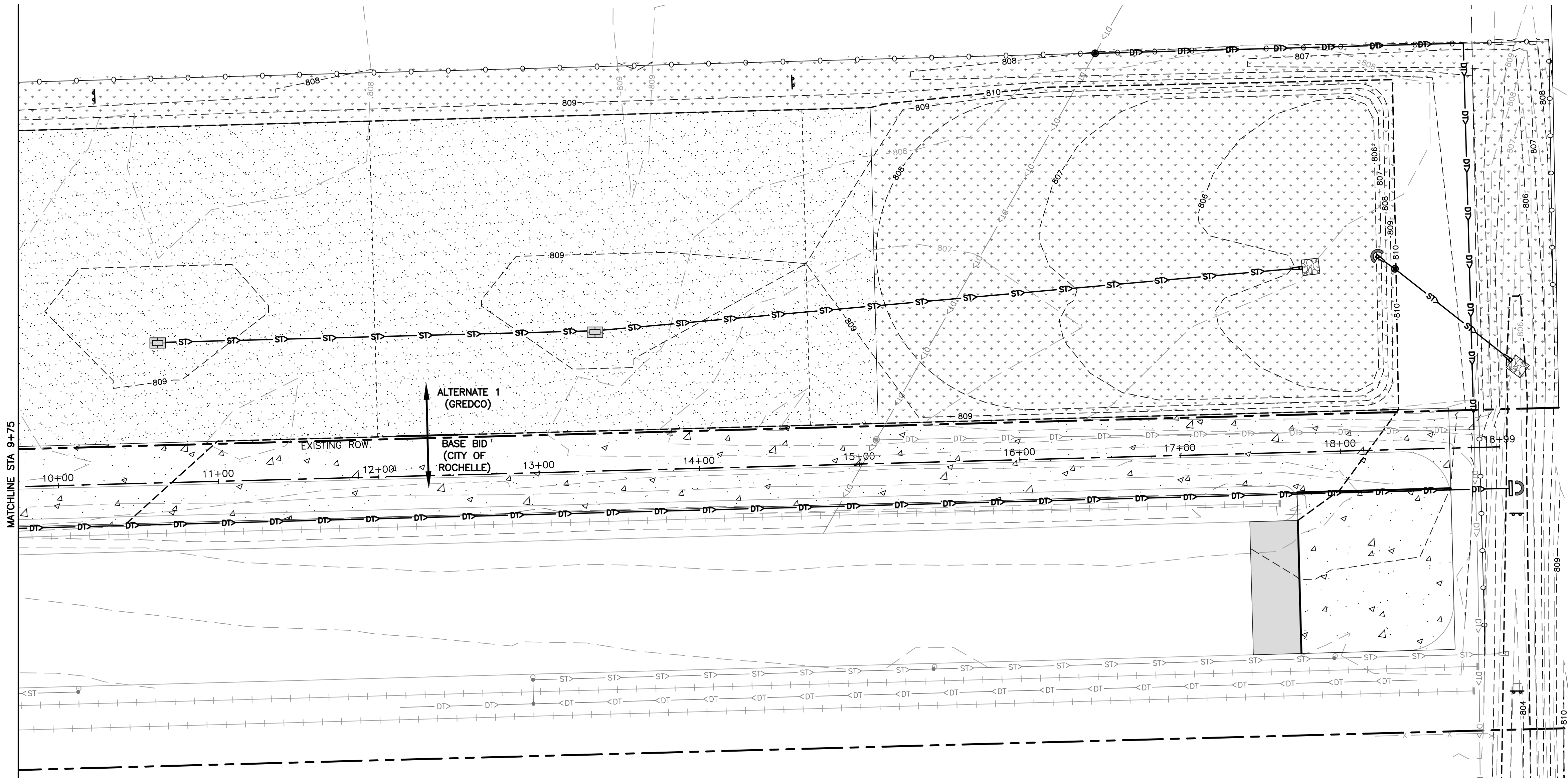
SHEET NUMBER:

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LEGEND

- PERIMETER EROSION BARRIER
- INLET PROTECTION
- DITCH CHECK
- CULVER INLET PROTECTION
- RIP RAP, RR3 AND FILTER FABRIC
- PERMANENT SEEDING AND MULCH, METHOD 2



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EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

EROSION CONTROL PLAN 2

SET TYPE: BID SET

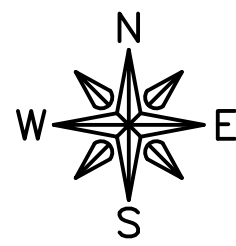
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JOB NUMBER:

20-1026

SHEET NUMBER:

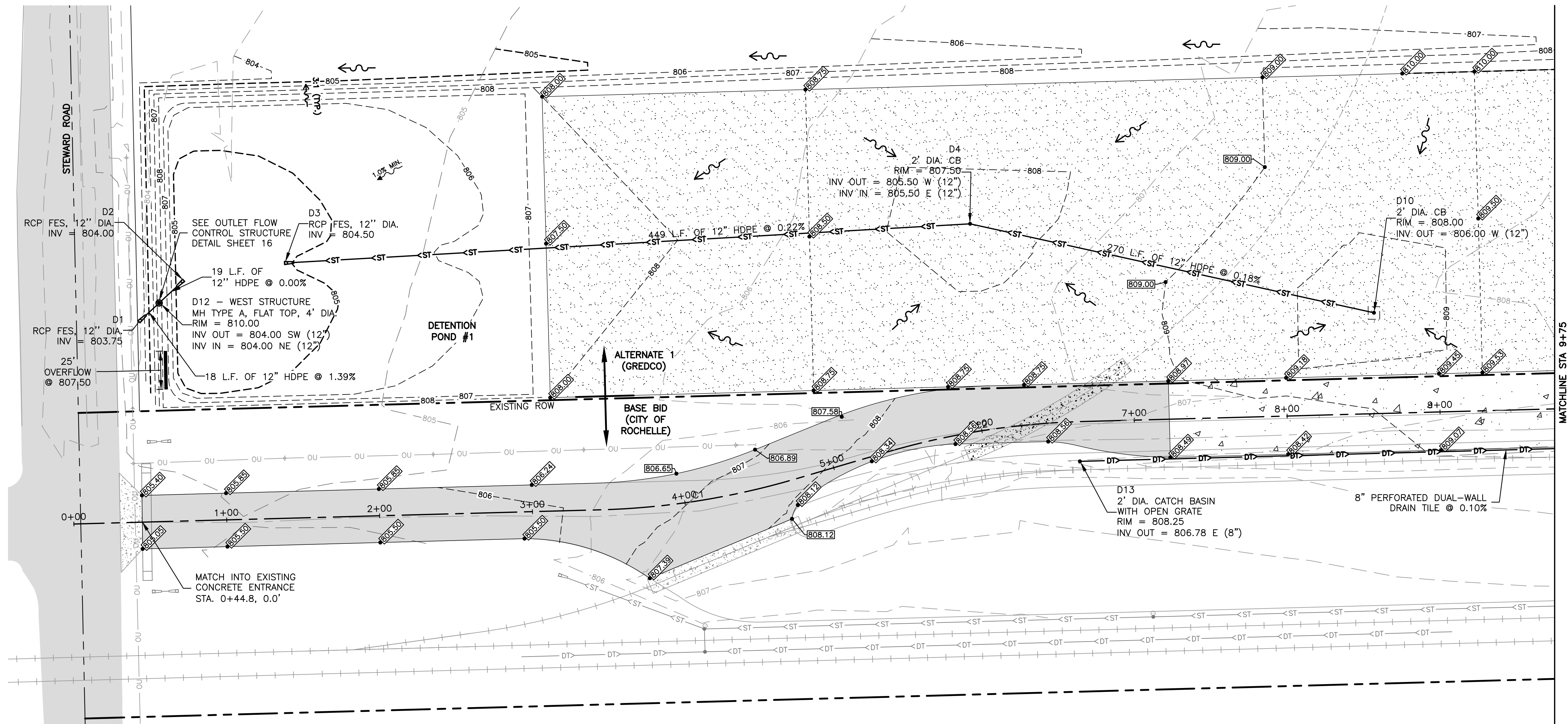
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40 0 40 80 120 FEET

2 YEAR HWL	805.81
2 YEAR RELEASE RATE	0.40 CFS
100 YEAR HWL	807.03
100 YEAR RELEASE RATE	0.95 CFS

DETENTION POND #1



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ROCHELLE, ILLINOIS

DRAWN BY: YJ
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DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

GRADING PLAN 1

SET TYPE: BID SET

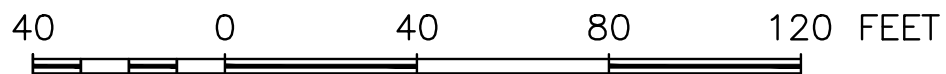
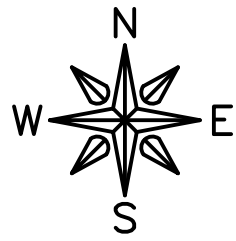
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JOB NUMBER:

20-1026

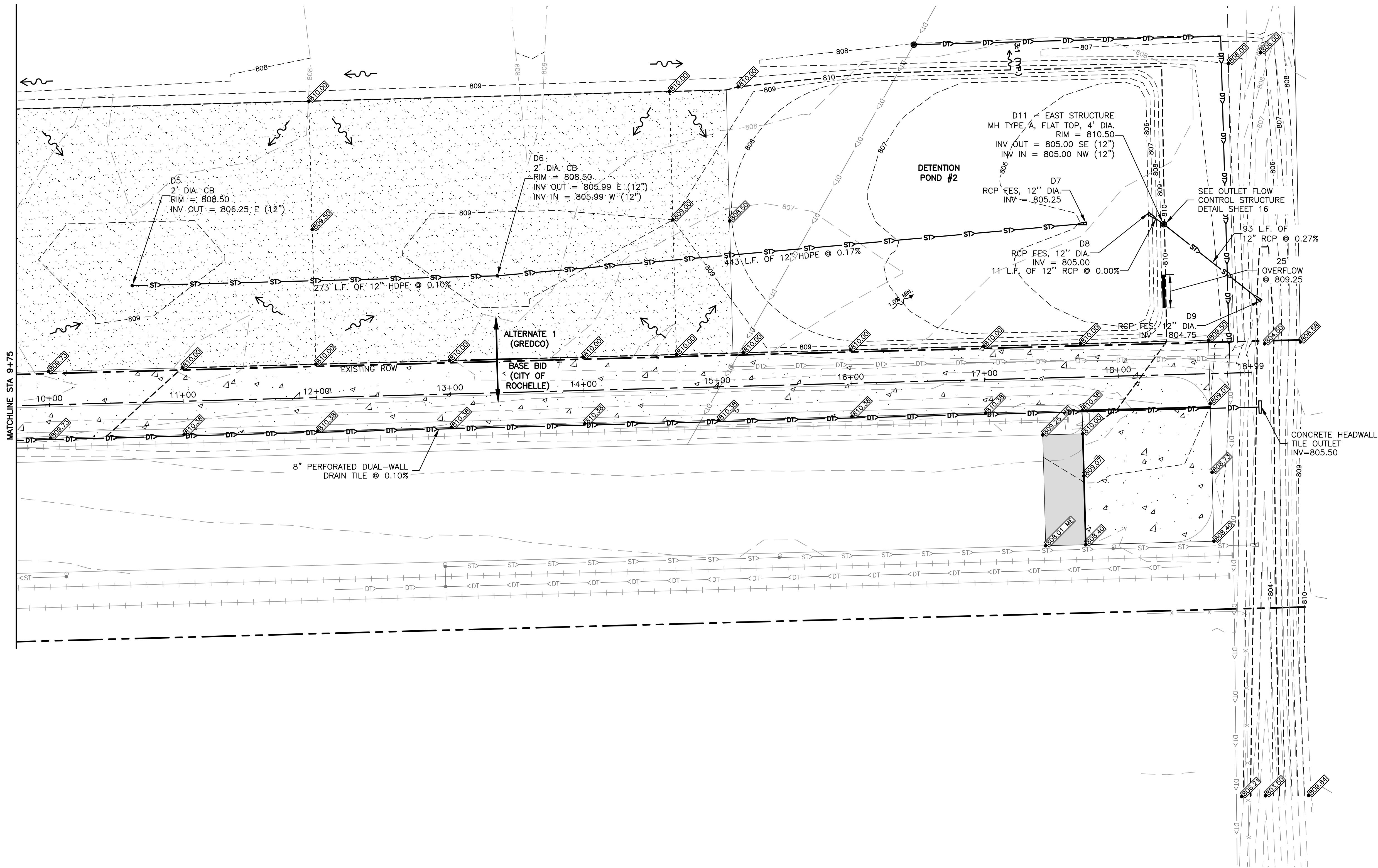
SHEET NUMBER:

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2 YEAR HWL	807.58
2 YEAR RELEASE RATE	0.32 CFS
100 YEAR HWL	808.82
100 YEAR RELEASE RATE	1.06 CFS

DETENTION POND #2



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ROCHELLE, IL 61068

PROJECT AND LOCATION:

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EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

GRADING PLAN 2

SET TYPE: BID SET

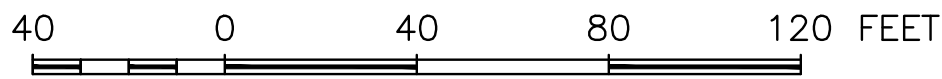
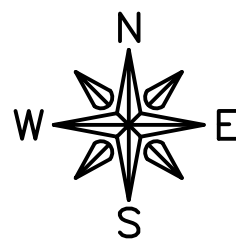
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JOB NUMBER:

20-1026

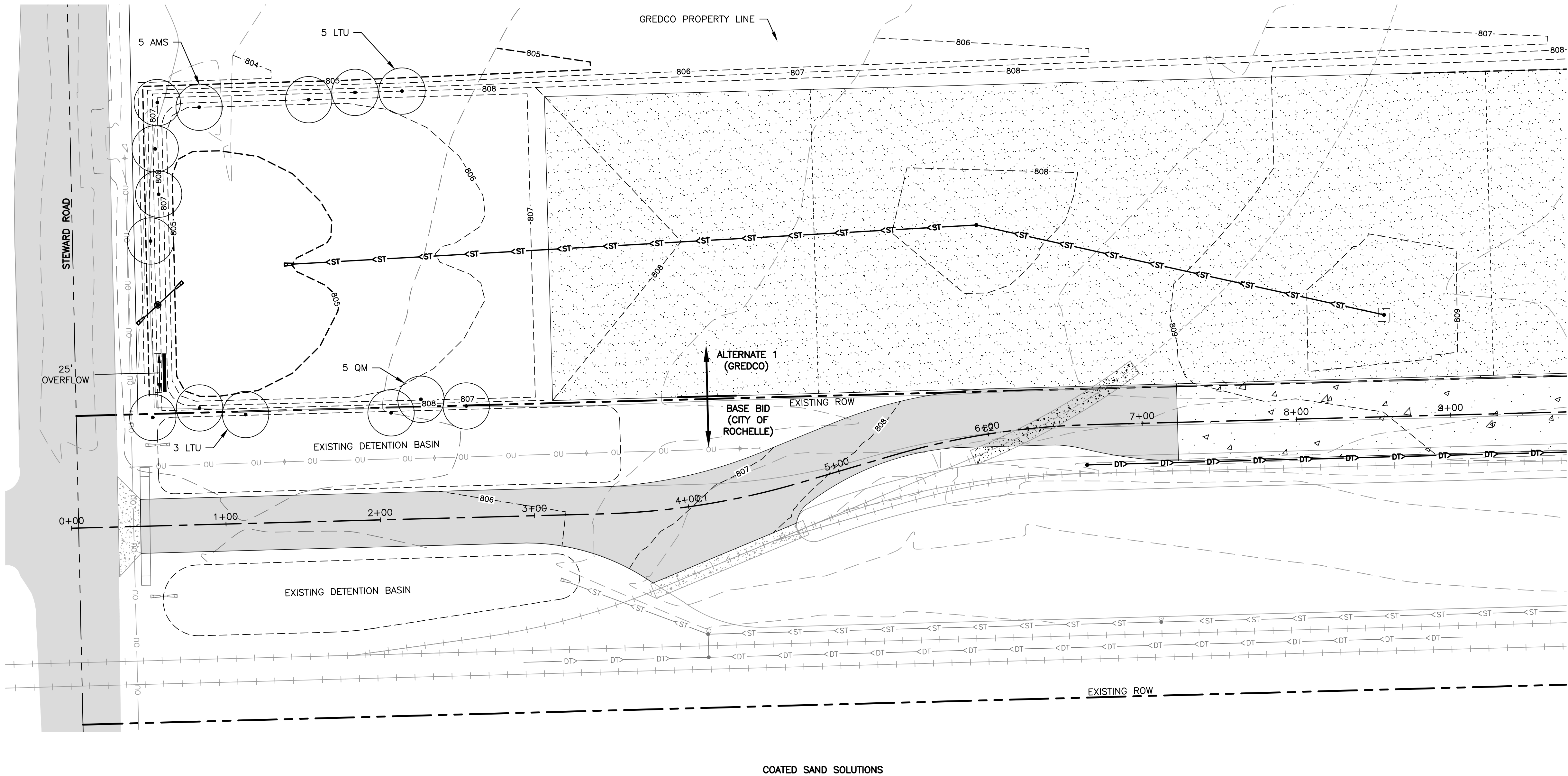
SHEET NUMBER:

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LEGEND

○ SHADE TREES



COATED SAND SOLUTIONS

FEHR GRAHAM

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REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

LANDSCAPE PLAN

SET TYPE: BID SET

G:\C30\20-1026 Rochelle Transload Expansion\20-1026 - Landscape.dwg, Landscape

JOB NUMBER:

20-1026

SHEET NUMBER:

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LANDSCAPE NOTES:

1. CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING CONDITIONS AND REVIEW PROPOSED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND QUANTITY LISTS, PLAN SHALL GOVERN QUANTITIES.
2. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, AND CABLE TELEVISION MAY BE LOCATED BY CALLING 811 NATIONWIDE TO REQUEST A LINE LOCATE. ANY DAMAGE TO UTILITIES OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
3. CONTRACTOR RESPONSIBLE FOR APPLICATION AND COST OF ALL NECESSARY PERMITS AND CODE VERIFICATIONS. SUBMIT COPIES OF ALL DOCUMENTS TO OWNER AND LANDSCAPE ARCHITECT.
4. ALL SHRUB BEDS AND TREES SHALL BE MULCHED WITH A 3" DEPTH CONTINUOUS LAYER OF DARK BROWN SHREDDED HARDWOOD BARK MULCH. ALL GROUND COVER AND PERENNIAL BEDS SHALL BE MULCHED WITH A 1" DEPTH LAYER OF MULCH. ALL DECIDUOUS TREES SHALL BE MULCHED WITH A 3' DIAMETER CIRCLE OF 3" DEPTH MULCH. ALL EVERGREEN TREES SHALL BE MULCHED TO THE DRIP LINE.
5. PERENNIAL AND GROUND COVER BEDS SHALL BE AMENDED WITH A 2" LAYER OF MUSHROOM COMPOST, TILLED TO A DEPTH OF 6", RAKED SMOOTH, FERTILIZED WITH COMMERCIAL 10-6-4 FERTILIZER AT A RATE OF 25 LBS. PER 1,000 S.F., PLANTED, COVERED WITH 1" LAYER OF DARK BROWN SHREDDED HARDWOOD BARK MULCH AND WATERED.
6. THE TOPSOIL CONDITION FOR THIS PROJECT SITE IS AS FOLLOWS:

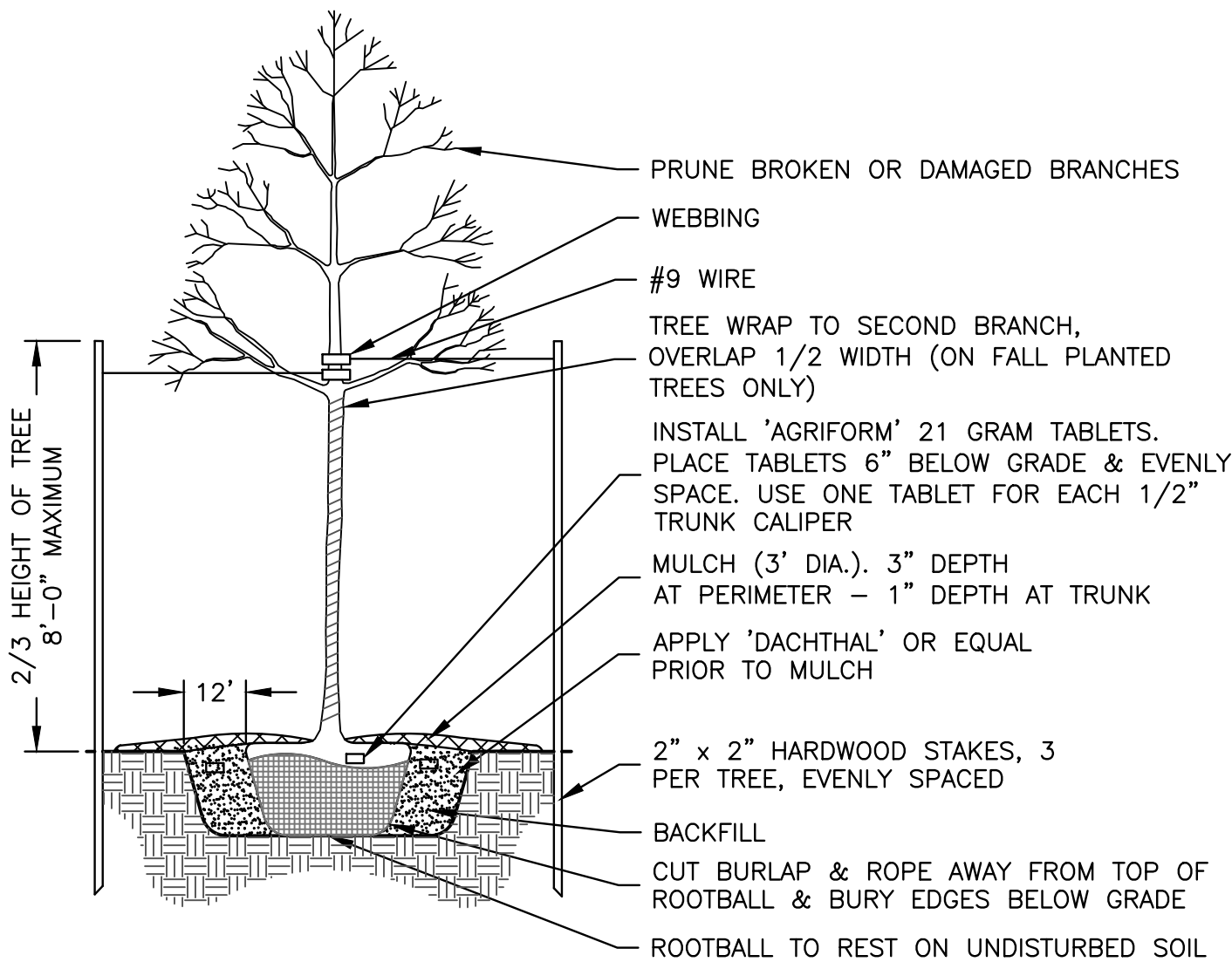
CONTRACTOR TO SUPPLY, PLACE AND FINISH GRADE TOPSOIL AT SPECIFIED DEPTHS IN PLANTING AND LAWN AREAS. PLANTING AREAS: 12 INCHES, LAWN AREAS: 6 INCHES.

TOPSOIL FOR CORRECTING MINOR IRREGULARITIES ON-SITE WILL BE SUPPLIED AND PLACED BY CONTRACTOR.
7. GUARANTEE OF PLANTS FOR ONE (1) YEAR SHALL BEGIN AFTER ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR OWNER. THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES OF ALL PLANT MATERIAL, INCLUDING WATERING, CULTIVATING, WEEDING, MULCHING AND SPRAYING AS NECESSARY TO KEEP PLANTS FREE OF INSECTS AND IN A HEALTHY, VIGOROUS CONDITION. THE CONTRACTOR SHALL GUARANTEE ALL PLANTS TO BE IN A HEALTHY, VIGOROUS CONDITION FOR A PERIOD OF ONE (1) YEAR FOLLOWING ACCEPTANCE. CONTRACTOR SHALL REPLACE WITHOUT COST TO OWNER, ANY DEAD OR UNACCEPTABLE PLANTS, AS DETERMINED BY LANDSCAPE ARCHITECT DURING AND AT THE END OF THE GUARANTEE PERIOD.
8. SEEDED LAWN TO BE A COMBINATION OF BLUEGRASS, PERENNIAL RYE AND RED FESCUE WITH THE FOLLOWING ANALYSIS BY WEIGHT: 30% RUGBY KENTUCKY BLUEGRASS, 20% PARK KENTUCKY BLUEGRASS, 20% CREEPING RED FESCUE, 20% SCALDIS HARD FESCUE, 10% PERENNIAL RYEGRASS. SEED TO BE APPLIED AT A RATE OF 4 LBS. PER 1,000 S.F. ALL SEEDED LAWN AREAS SHALL BE FERTILIZED AT INSTALLATION WITH 0-26-26 ANALYSIS, AT A

- RATE OF 6 LBS. PER 1,000 S.F. SECOND APPLICATION OF 15-40-5 TO BE APPLIED AT RATE OF 6 LBS. PER 1,000 S.F. AFTER FIRST CUTTING. ACCEPTANCE AND GUARANTEE NOTES SHALL APPLY TO ALL SEEDED AREAS.
9. ACCEPTANCE OF GRADING AND SEEDING SHALL BE BY LANDSCAPE ARCHITECT AND OWNER. THE CONTRACTOR SHALL ASSUME MAINTENANCE RESPONSIBILITIES FOR A MINIMUM OF SIXTY (60) DAYS OR UNTIL SECOND CUTTING, WHICHEVER IS LONGER. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, RESEEDING AND OTHER OPERATIONS NECESSARY TO KEEP LAWN IN A THRIVING CONDITION. UPON FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT AND/OR OWNER, OWNER SHALL ASSUME ALL MAINTENANCE RESPONSIBILITIES. AFTER LAWN AREAS HAVE GERMINATED, AREAS WHICH FAIL TO SHOW A UNIFORM STAND OF GRASS FOR ANY REASON WHATSOEVER SHALL BE RESEEDED REPEATEDLY UNTIL ALL AREAS ARE COVERED WITH A SATISFACTORY STAND OF GRASS. MINIMUM ACCEPTANCE OF SEEDED LAWN AREAS MAY INCLUDE SCATTERED BARE SPOTS, NONE OF WHICH ARE LARGER THAN 1 SQUARE FOOT AND WHEN COMBINED DO NOT EXCEED 2% OF TOTAL SEEDED LAWN AREA.

PLANT LIST:

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	TYPE
		TREES				
AMS	5	Acer miyabei 'Morton'	STATE STREET MAPLE	3" CALP.		Shade Tree
LTU	8	Liriodendron tulipifera	TULIPTREE	3" CALP.		Shade Tree
QM	5	Quercus Macrocarpa	BUR OAK	3" CALP.		Shade Tree



TREE PLANTING
N.T.S.

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DRAWN BY: YJ
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SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

LANDSCAPE NOTES, DETAILS & PLANT LIST

SET TYPE: BID SET

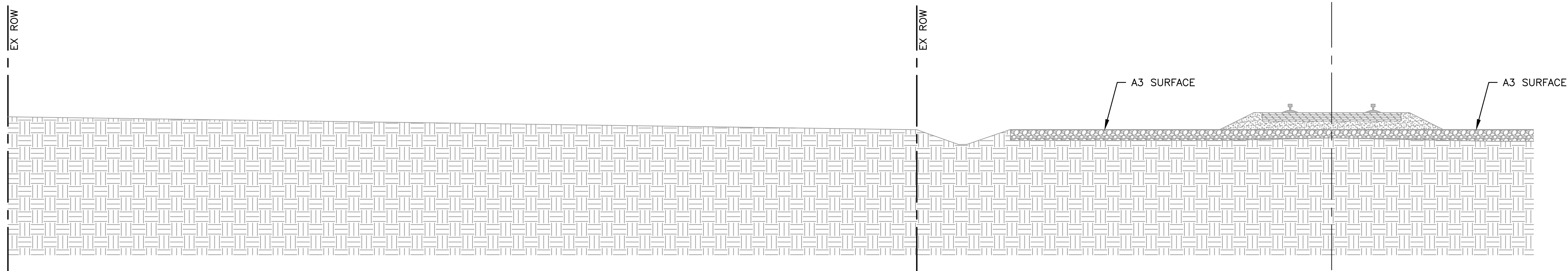
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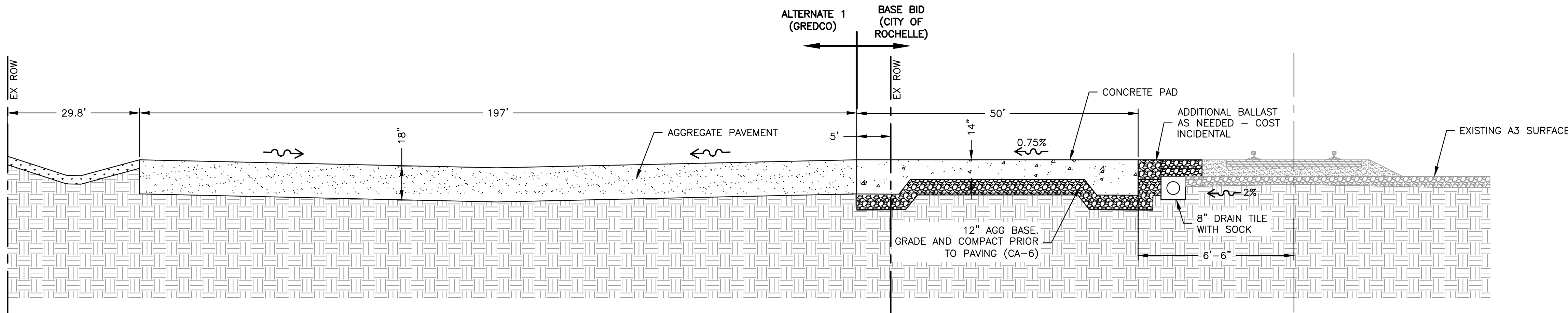
20-1026

SHEET NUMBER:

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EXISTING TYPICAL RAIL CROSS SECTION
N.T.S.



PROPOSED TYPICAL RAIL CROSS SECTION
N.T.S.

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REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

DETAILS

SET TYPE: BID SET

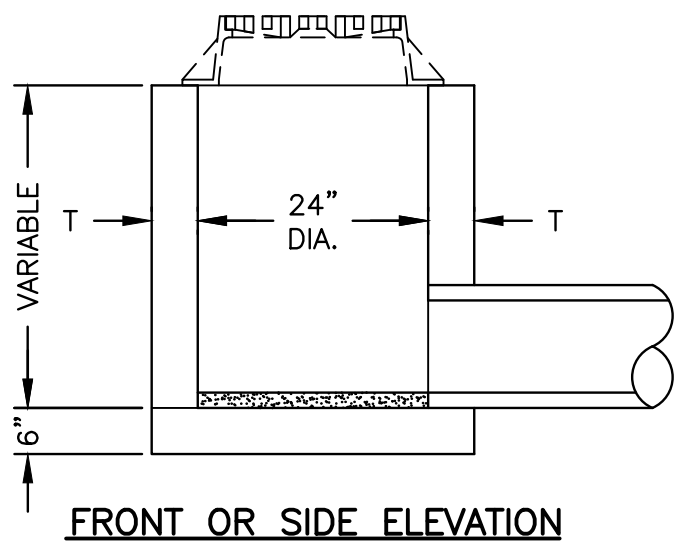
G:\C30\20\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, DET

JOB NUMBER:

20-1026

SHEET NUMBER:

14 of 18



MATERIALS	T
CONCRETE MASONRY UNITS	5"
BUILDING BRICK GRADE S.W. FROM CLAY OR SHALE	8"
MONOLITHIC CONCRETE	6"
CONCRETE BUILDING BRICK GRADE A	8"

NOTE: THE BOTTOM SHALL BE CONSTRUCTED WITH CLASS SI CONCRETE.

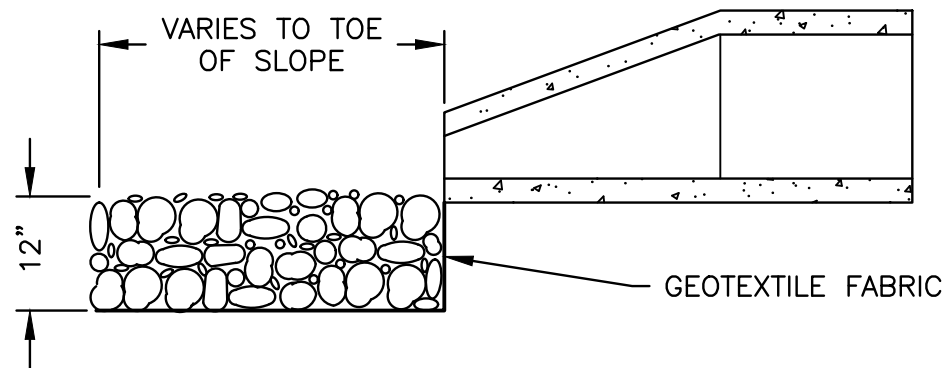
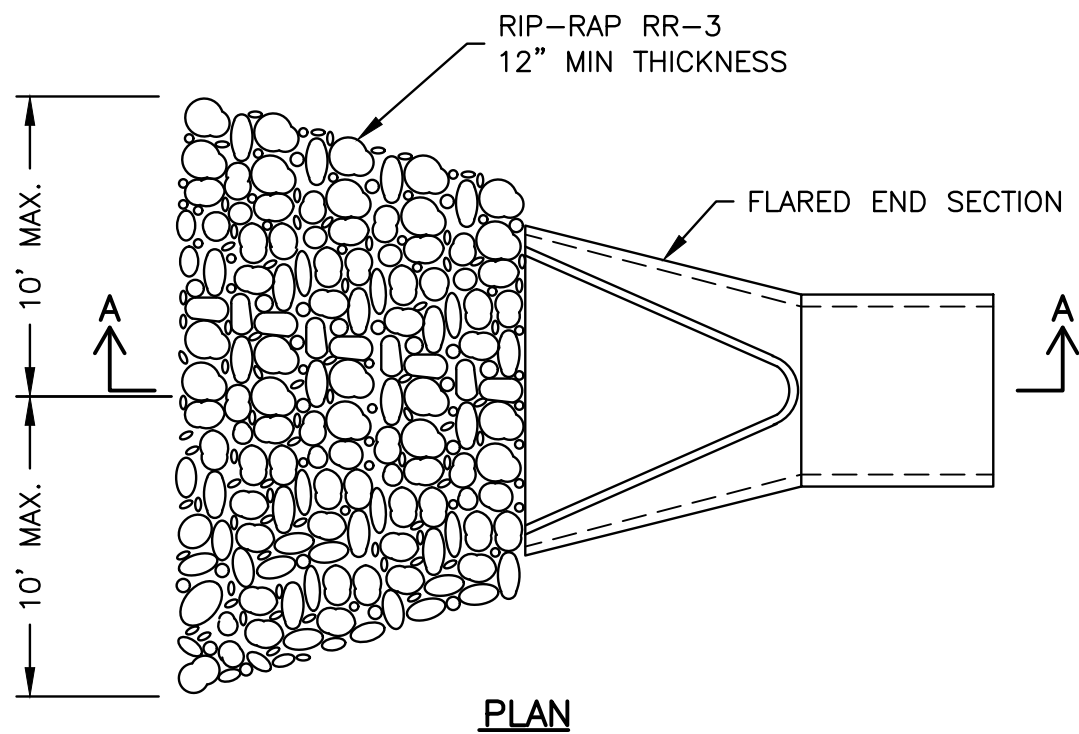
INLET BOTTOM SHALL BE SLOPED 1" PER FOOT TO OUTLET PIPE.

THE INLET SHALL BE FURNISHED WITH AN IDOT TY 8 GRATE.

COST OF FURNISHING AND SETTING TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR INLET.

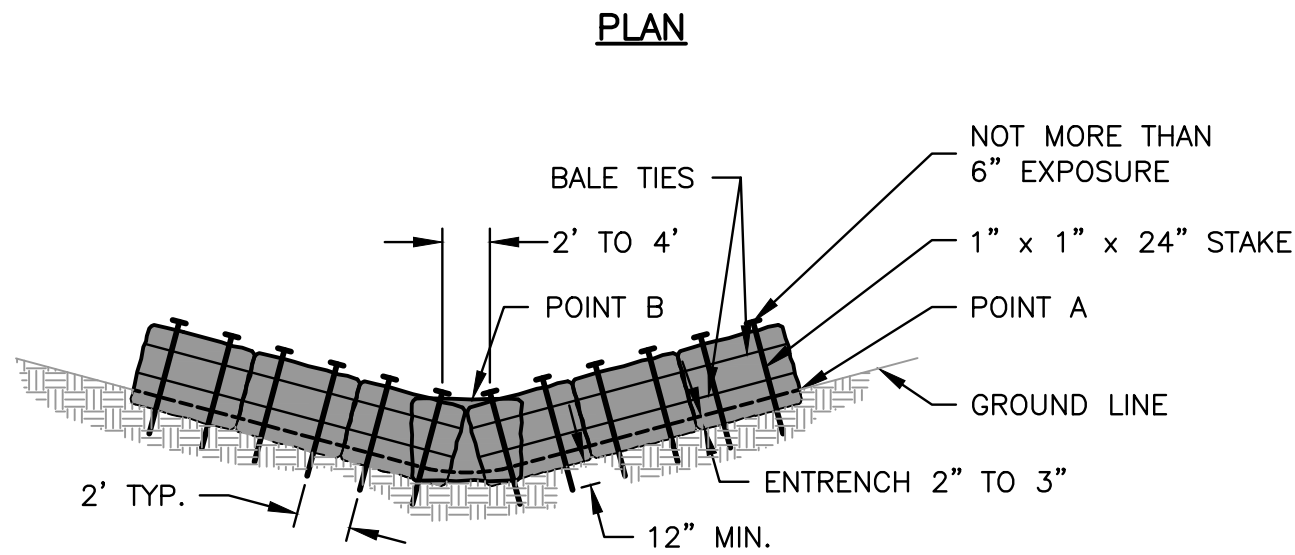
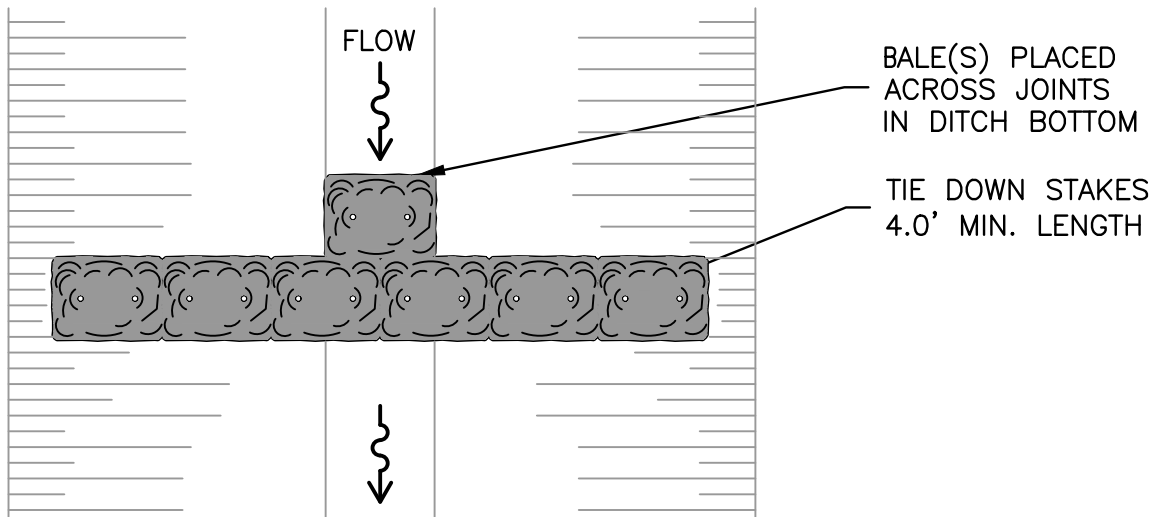
2 FOOT ROUND CATCH BASIN WITH ROUND GRATE DETAIL

N.T.S.



RIPRAP DETAIL (VARIABLE SIZE)

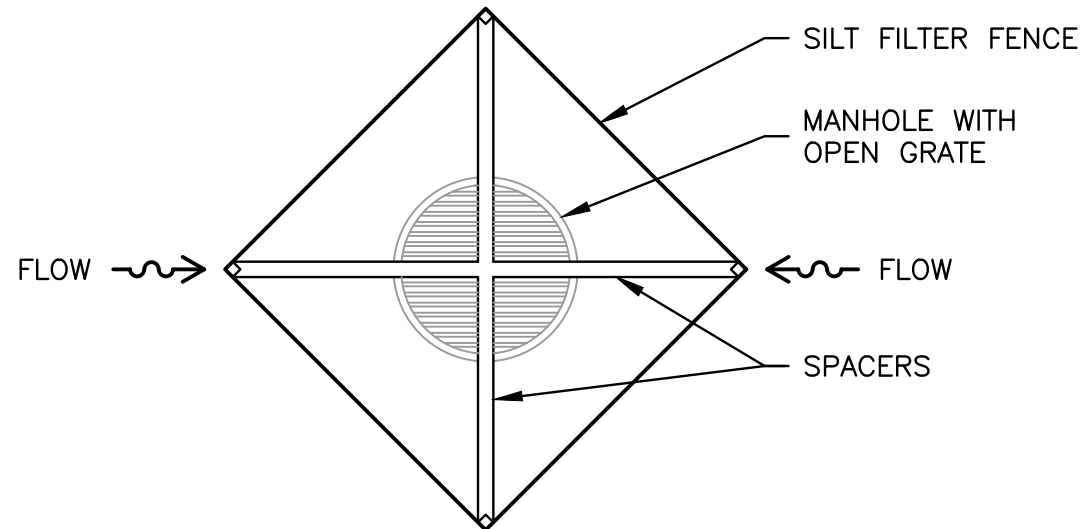
N.T.S.



NOTE: POINT A HIGHER THAN POINT B

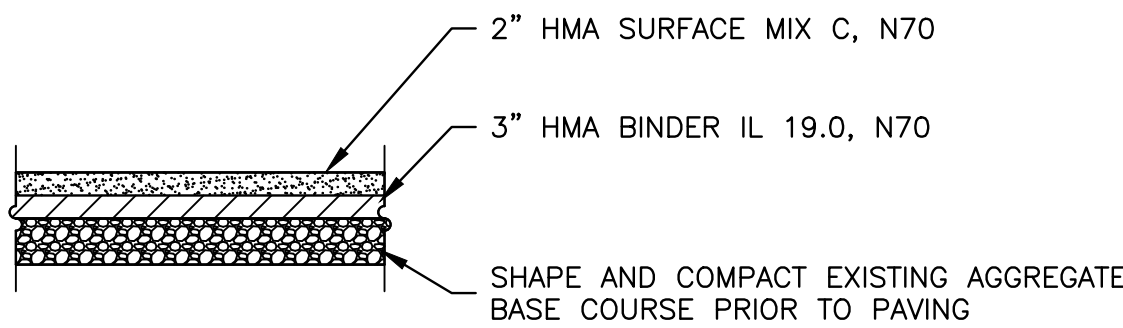
ROLLED EXCELSIOR OR STRAW BALE DITCH CHECK DETAIL

N.T.S.



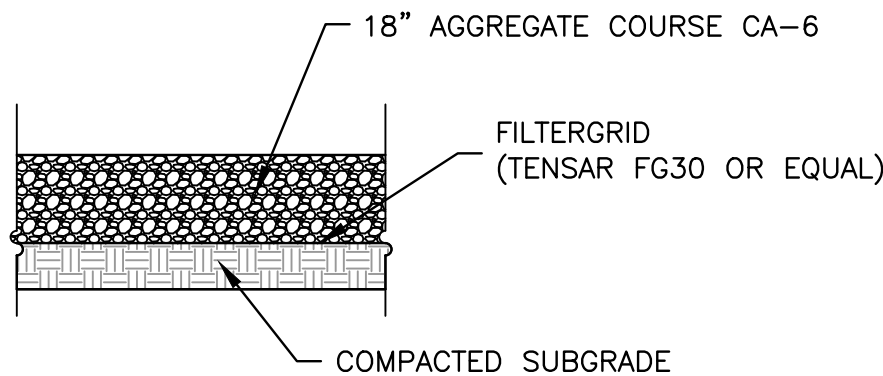
INLET PROTECTION DETAIL

N.T.S.



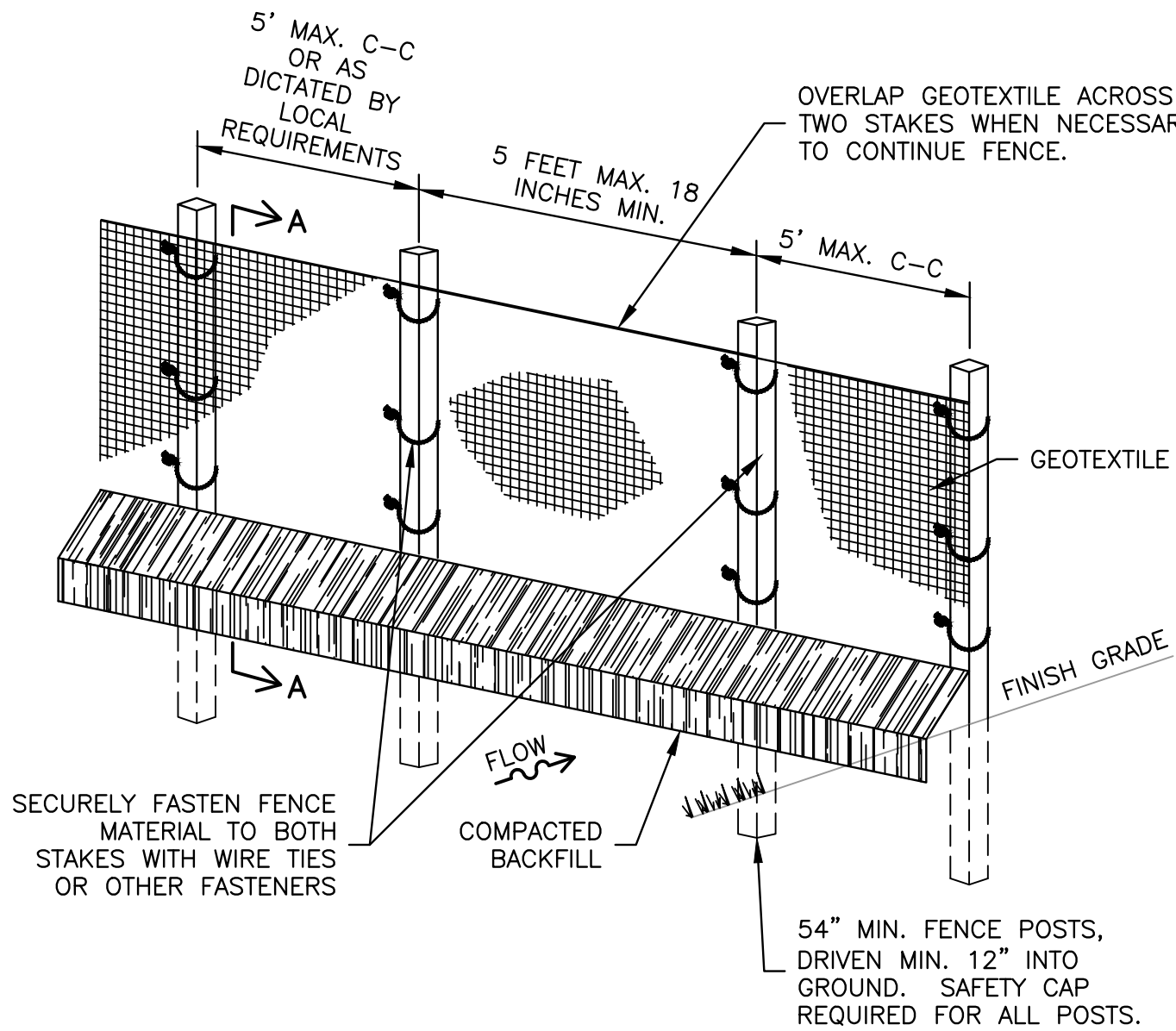
HMA PAVEMENT

N.T.S.

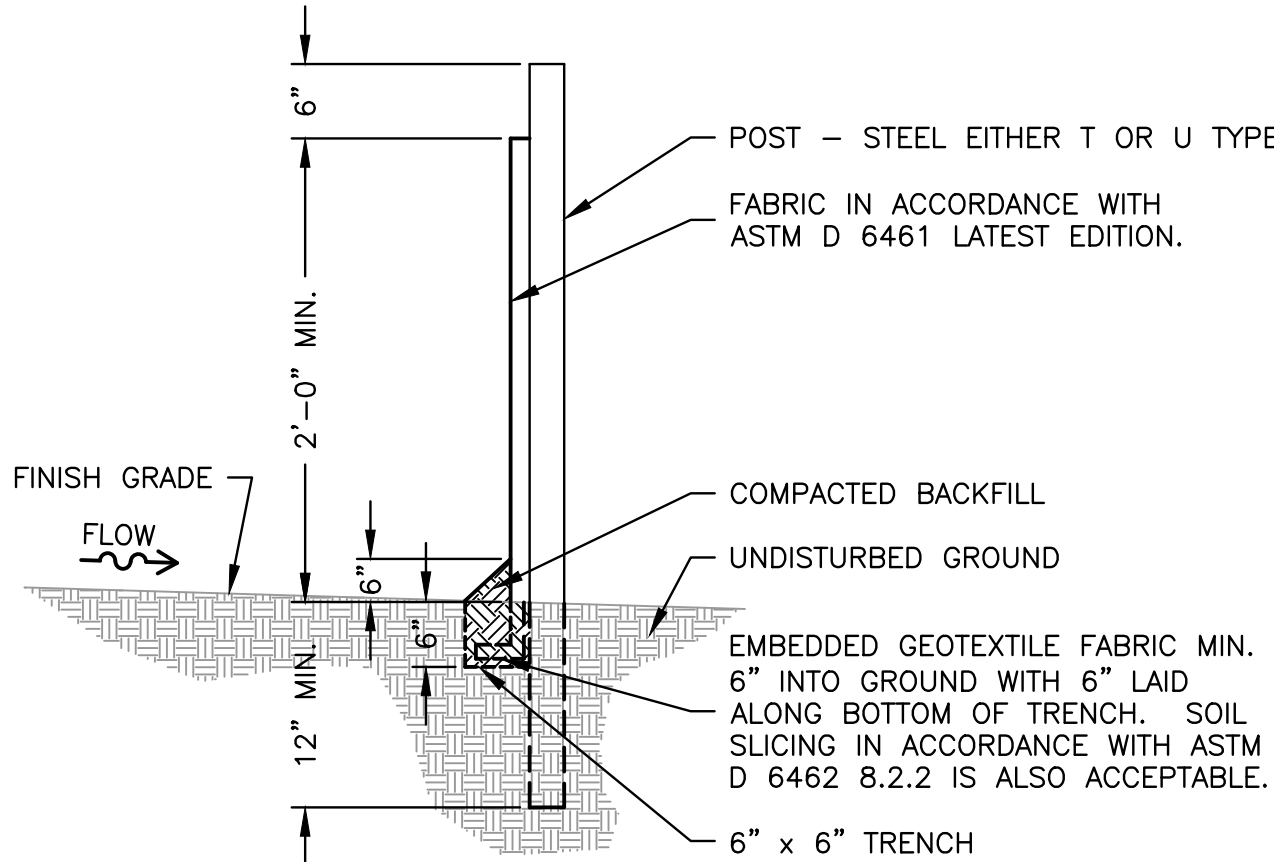


AGGREGATE PAVEMENT

N.T.S.



ELEVATION



SECTION A - A

NOTE: INSTALLATION SHALL COMPLY WITH ASTM D 6462 LATEST EDITION.

GEOTEXTILE TO BE FASTENED SECURELY TO STAKES.

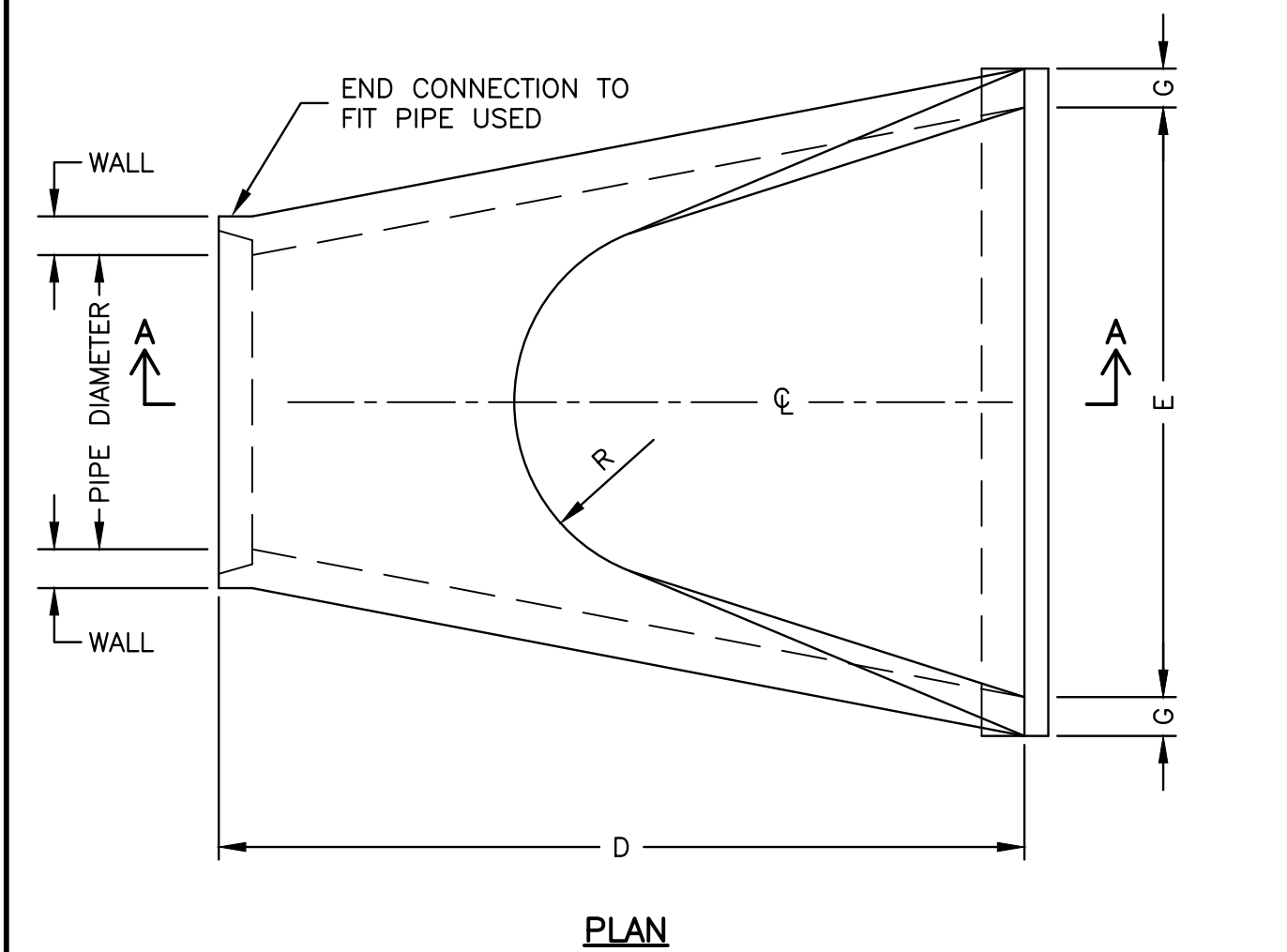
WHEN TWO SECTIONS OF GEOTEXTILE ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 18 TO 60 INCHES AS SHOWN.

MAINTENANCE SHALL BE PERFORMED AS NOTED IN THE SWPPP. COLLECTED MATERIAL SHALL BE REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

SILT FENCE WITHOUT WIRE SUPPORT DETAIL

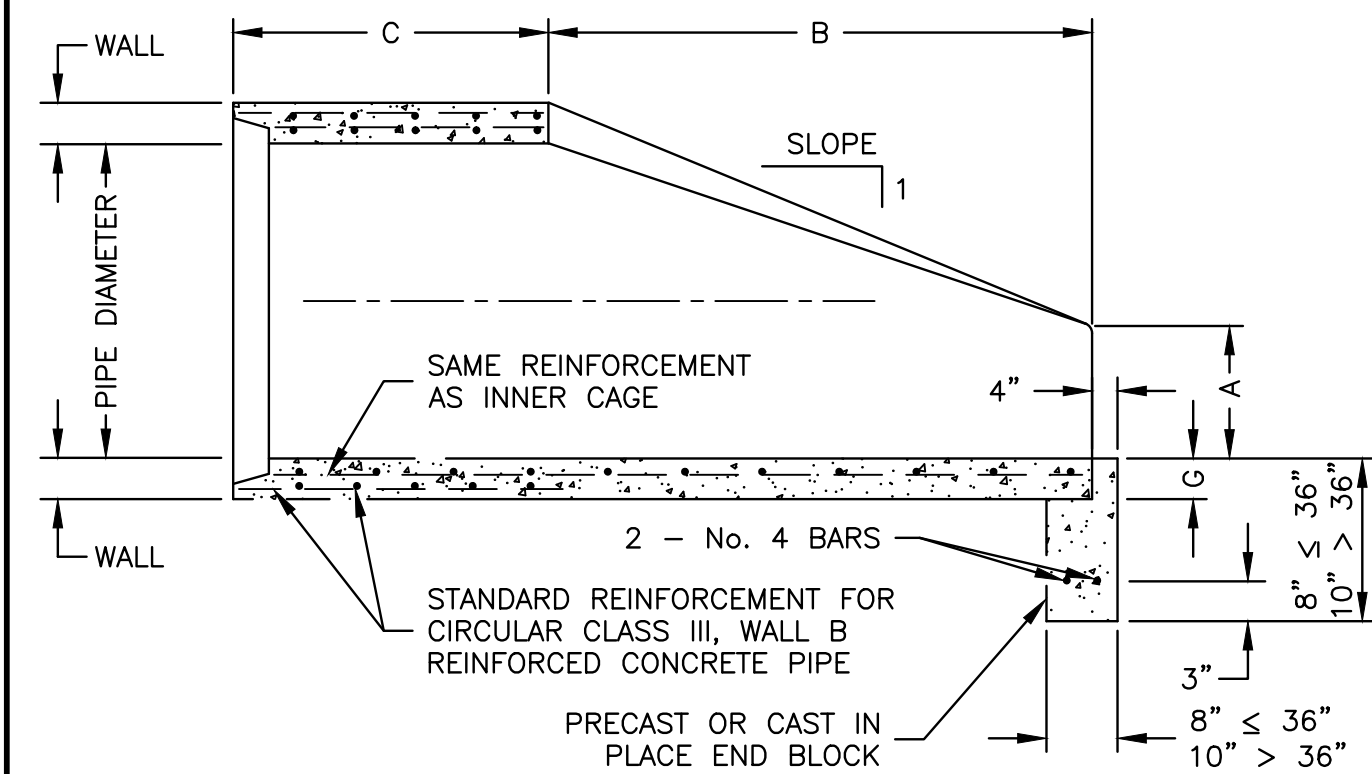
N.T.S.

REV. NO.	DESCRIPTION	DATE

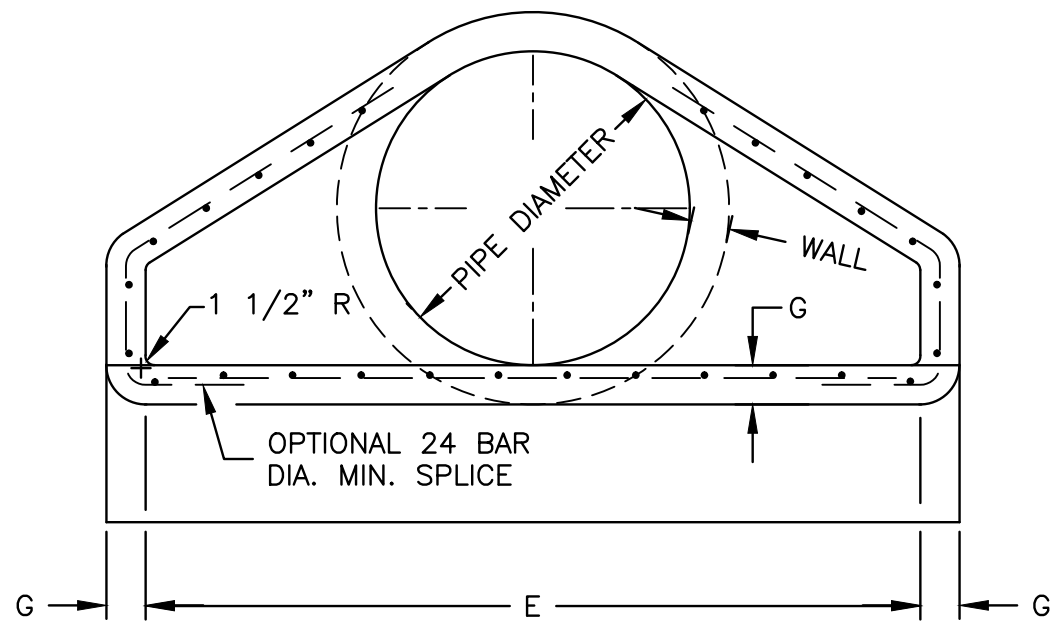


DIMENSIONS									
PIPE DIA.	WALL	A	B	C	D	E	G	R	SLOPE
12"	2"	4"	2'-0"	4'-0 7/8"	6'-0 7/8"	2'-0"	2"	9"	1:2.4
15"	2 1/4"	6"	2'-3"	3'-10"	6'-1"	2'-6"	2 1/4"	11"	1:2.4
18"	2 1/2"	9"	2'-3"	3'-10"	6'-1"	3'-0"	2 1/2"	12"	1:2.4
21"	2 3/4"	9"	2'-11"	3'-2"	6'-1"	3'-6"	2 3/4"	13"	1:2.4
24"	3"	9 1/2"	3'-7 1/2"	2'-6"	6'-1 1/2"	4'-0"	3"	14"	1:2.5
27"	3 1/4"	10 1/2"	4'-0"	2'-1 1/2"	6'-1 1/2"	4'-6"	3 1/4"	14 1/2"	1:2.4
30"	3 1/2"	1'-0"	4'-6"	1'-7 3/4"	6'-1 3/4"	5'-0"	3 1/2"	15"	1:2.5
33"	3 3/4"	1'-1 1/2"	4'-10 1/2"	3'-3 1/4"	8'-1 3/4"	5'-6"	3 3/4"	17 1/2"	1:2.5
36"	4"	1'-3"	5'-3"	2'-10 3/4"	8'-1 3/4"	6'-0"	4"	20"	1:2.5
42"	4 1/2"	1'-9"	5'-3"	2'-11"	8'-2"	6'-6"	4 1/2"	22"	1:2.5
48"	5"	2'-0"	6'-0"	2'-2"	8'-2"	7'-0"	5"	22"	1:2.5
54"	5 1/2"	2'-3"	5'-5"	2'-11"	8'-4"	7'-6"	5 1/2"	24"	1:2.0
60"	6"	2'-11"	5'-0"	3'-3"	8'-3"	8'-0"	5"	*	1:1.9
66"	6 1/2"	2'-6"	6'-0"	2'-3"	8'-3"	8'-6"	5 1/2"	*	1:1.7
72"	7"	3'-0"	6'-6"	1'-9"	8'-3"	9'-0"	6"	*	1:1.8
78"	7 1/2"	3'-0"	7'-6"	1'-9"	9'-3"	9'-6"	6 1/2"	*	1:1.8
84"	8"	3'-0"	7'-6 1/2"	1'-9"	9'-3 1/2"	10'-0"	6 1/2"	*	1:1.6

* RADIUS AS FURNISHED BY MANUFACTURER



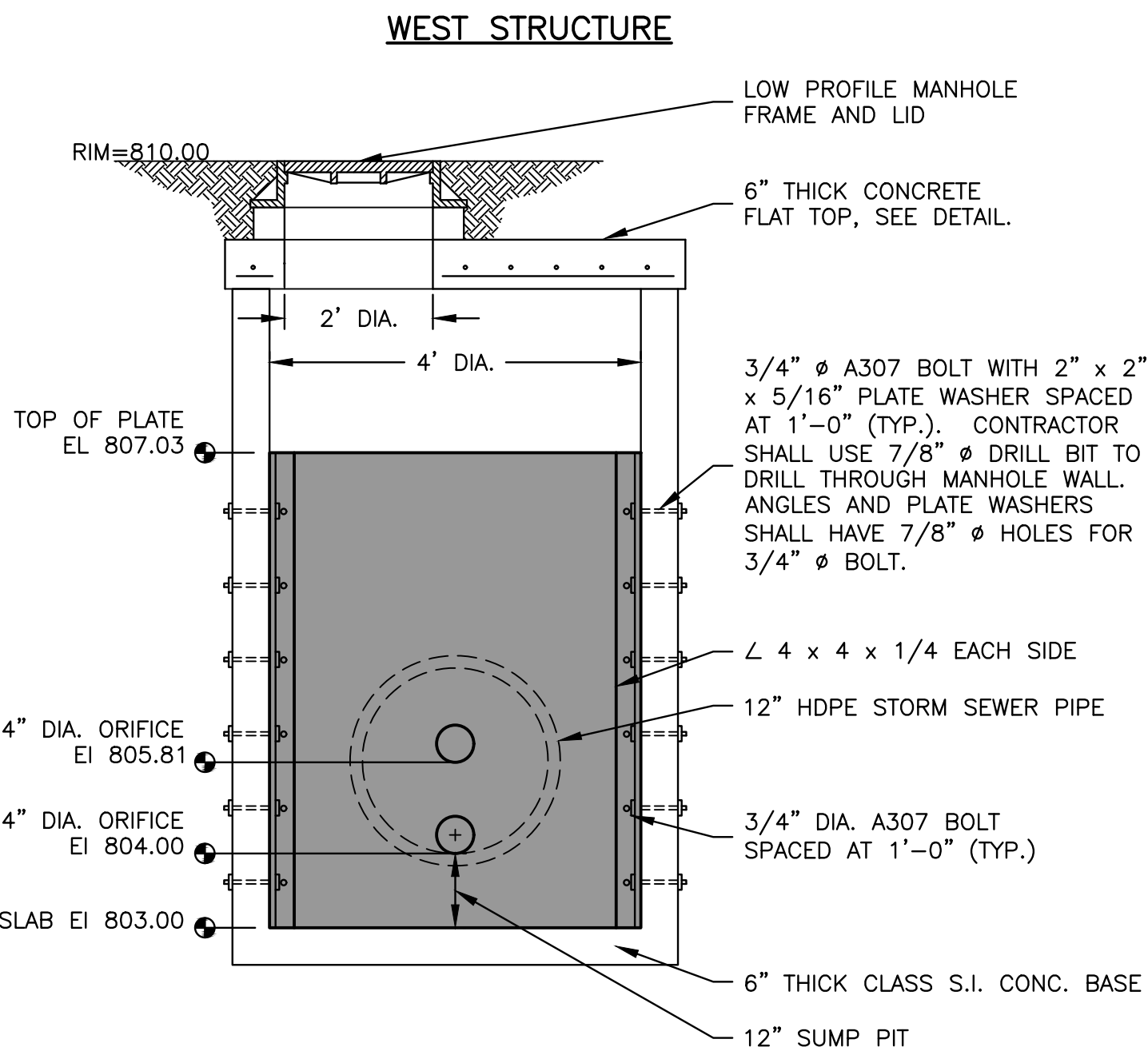
SECTION A - A



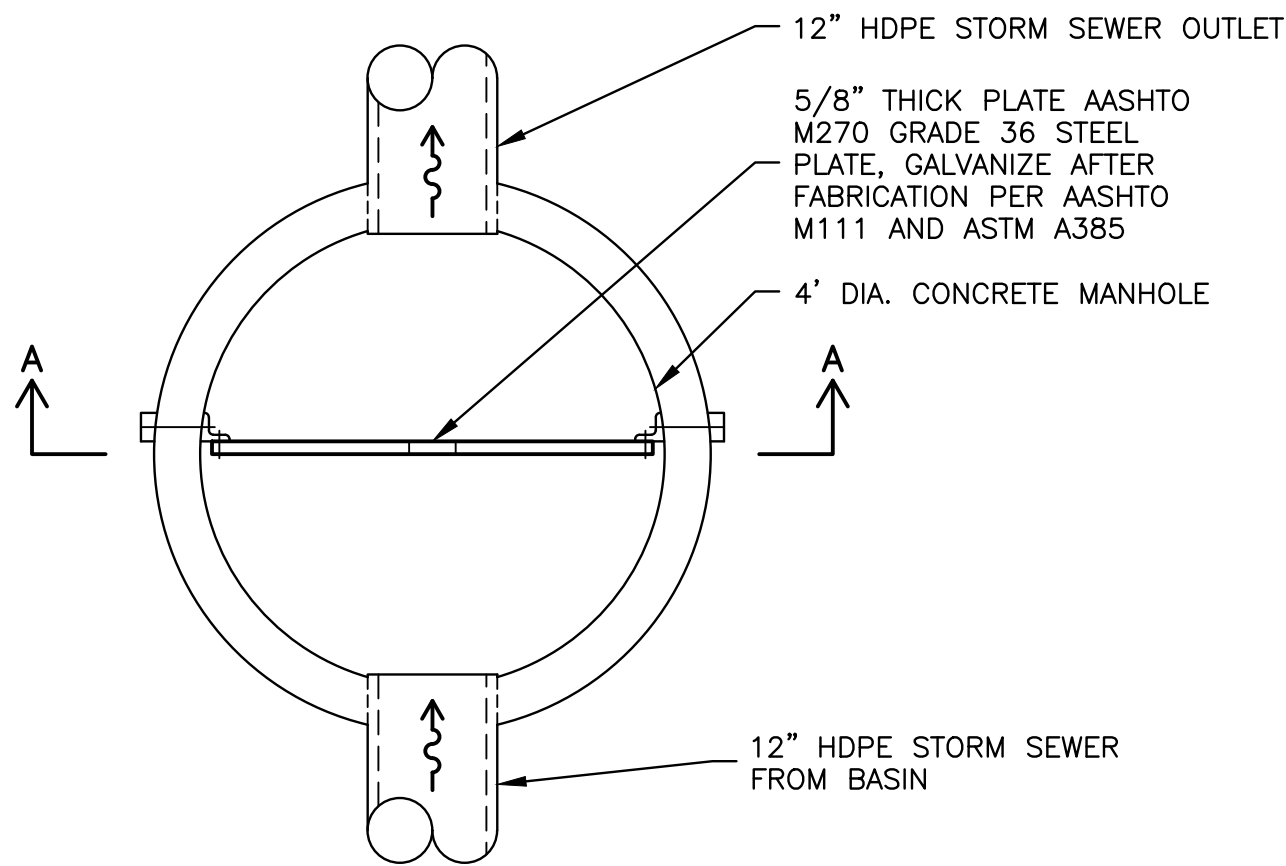
END VIEW

NOTE: ALL SLOPE RATIOS ARE EXPRESSED AS UNITS OF VERTICAL DISPLACEMENT TO UNITS OF HORIZONTAL DISPLACEMENT (V:H).

PRECAST CONCRETE FLARED END SECTION DETAIL
N.T.S.



FLOW CONTROL MANHOLE SECTION A - A



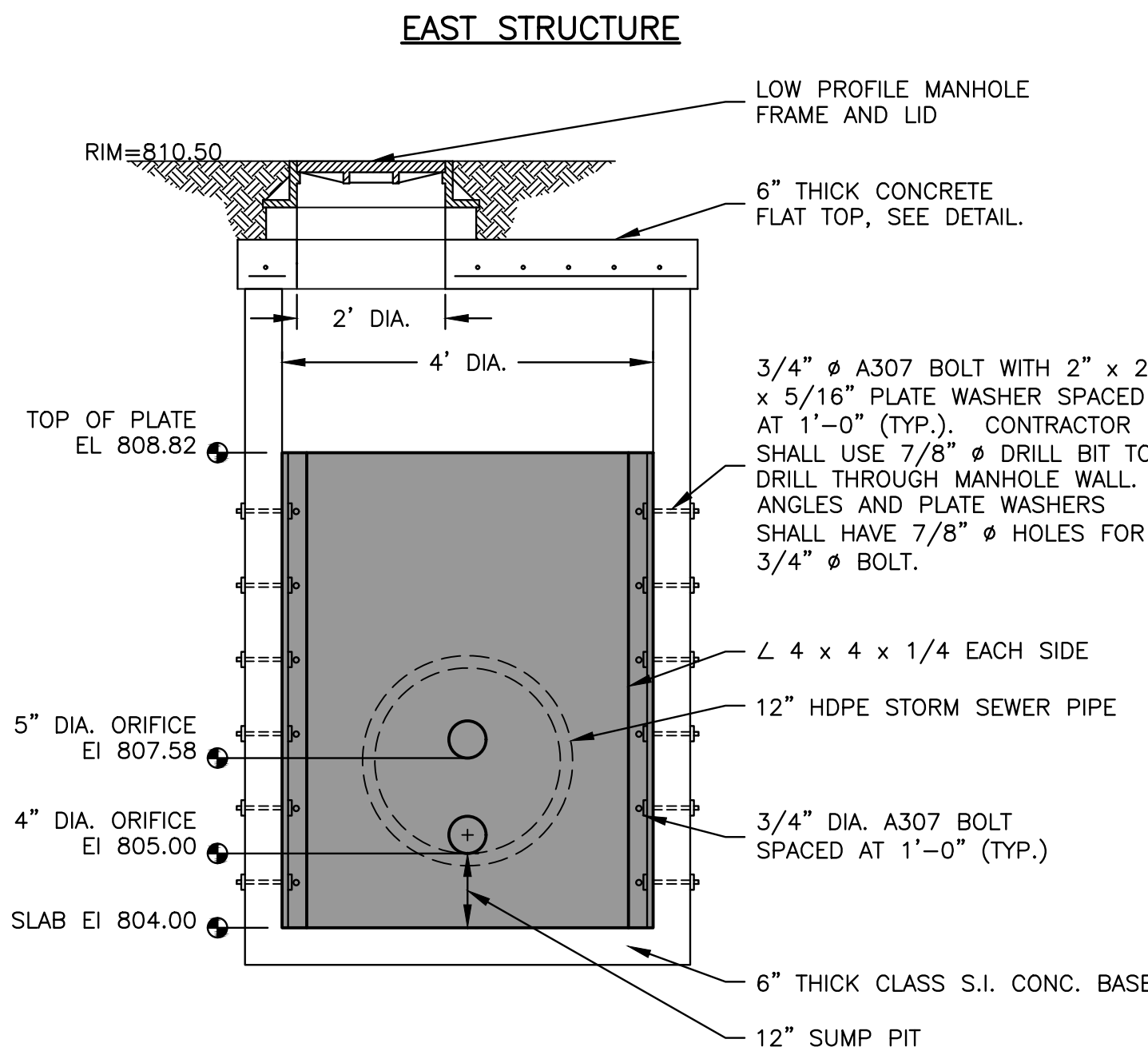
FLOW CONTROL MANHOLE PLAN

NOTE; CONCRETE STRUCTURE SHALL BE CONSTRUCTED WITH 3500 P.S.I. CONCRETE.

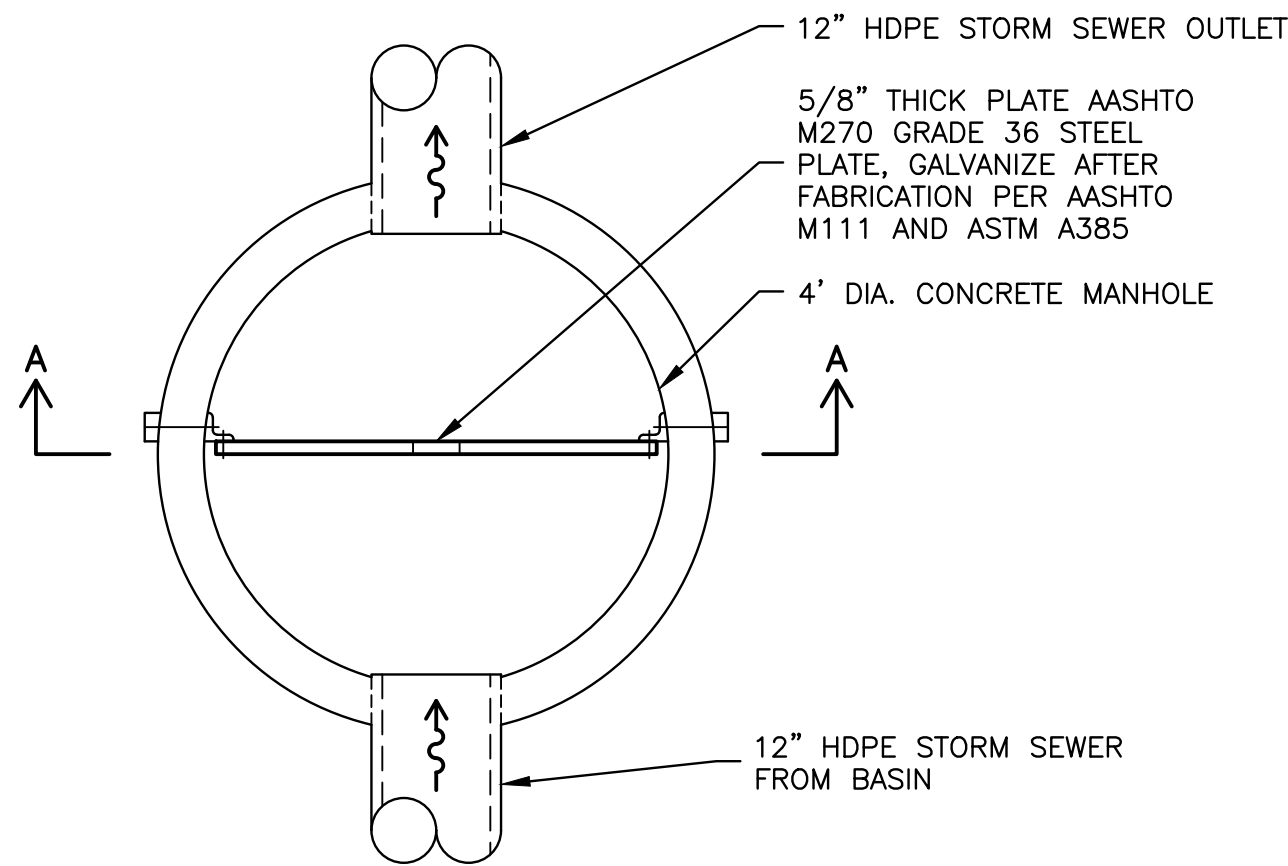
REINFORCEMENT AND THICKNESS PER MANUFACTURER. CONTRACTOR TO SUBMIT SHOP DRAWINGS.

ANGLES, BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED PER AASHTO M232.

OUTLET FLOW CONTROL STRUCTURE WITH STEEL PLATE WEIR DETAIL
WEST STRUCTURE
N.T.S.



FLOW CONTROL MANHOLE SECTION A - A



FLOW CONTROL MANHOLE PLAN

NOTE; CONCRETE STRUCTURE SHALL BE CONSTRUCTED WITH 3500 P.S.I. CONCRETE.

REINFORCEMENT AND THICKNESS PER MANUFACTURER. CONTRACTOR TO SUBMIT SHOP DRAWINGS.

ANGLES, BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED PER AASHTO M232.

OUTLET FLOW CONTROL STRUCTURE WITH STEEL PLATE WEIR DETAIL
EAST STRUCTURE
N.T.S.

FEHR GRAHAM

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ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:

DETAILS 3

SET TYPE: BID SET

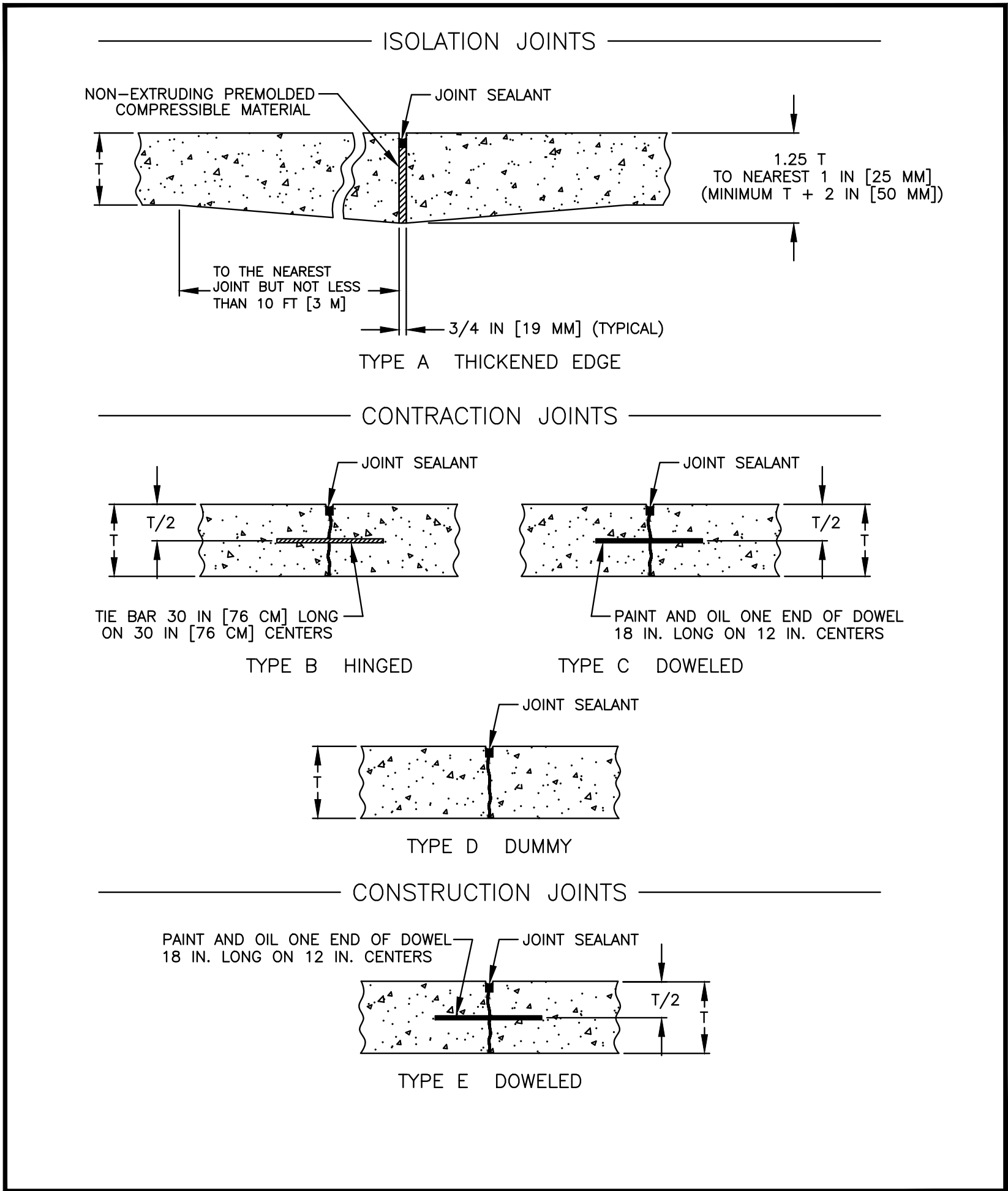
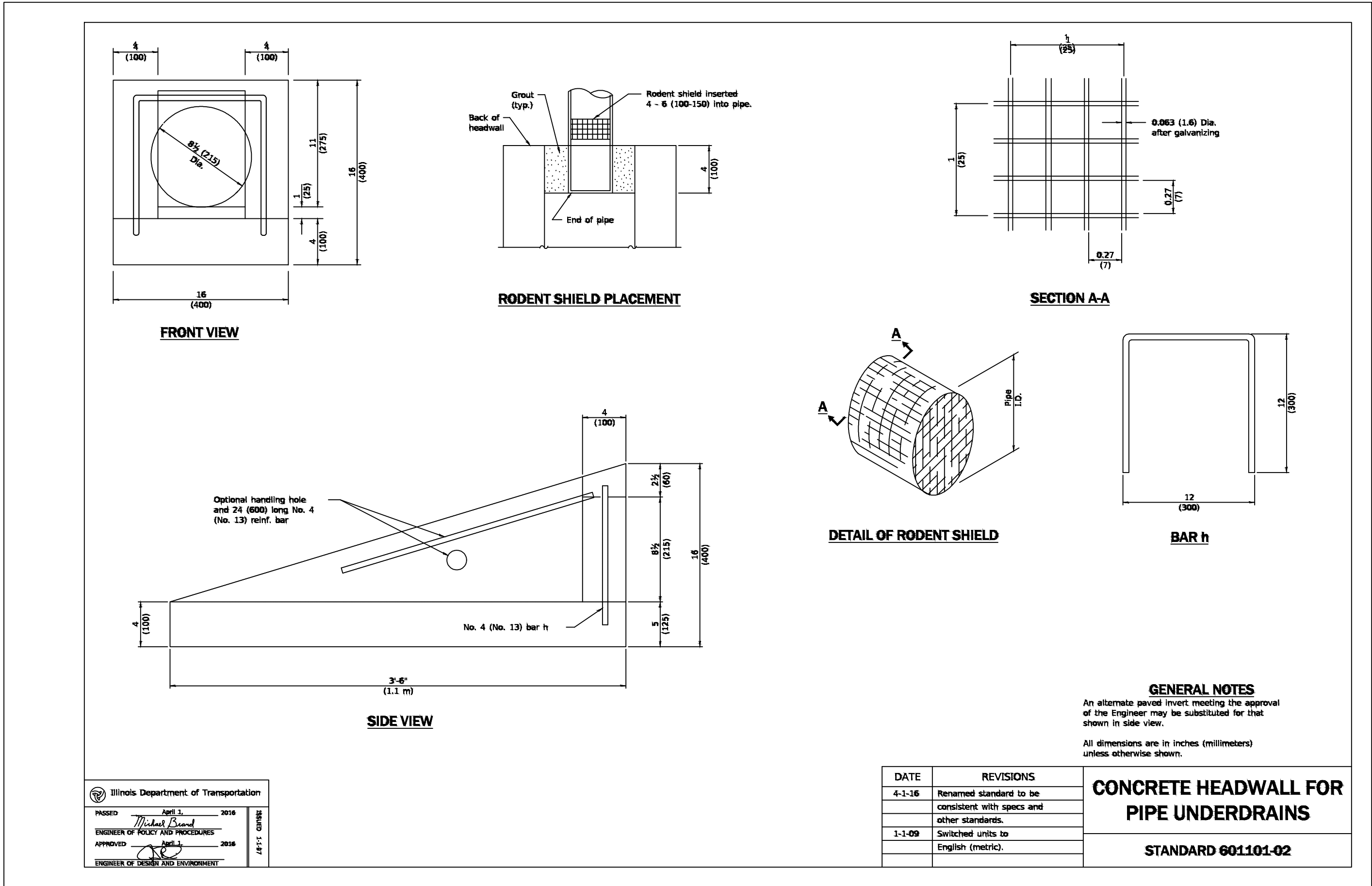
G:\C30\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, DET 1A

JOB NUMBER:

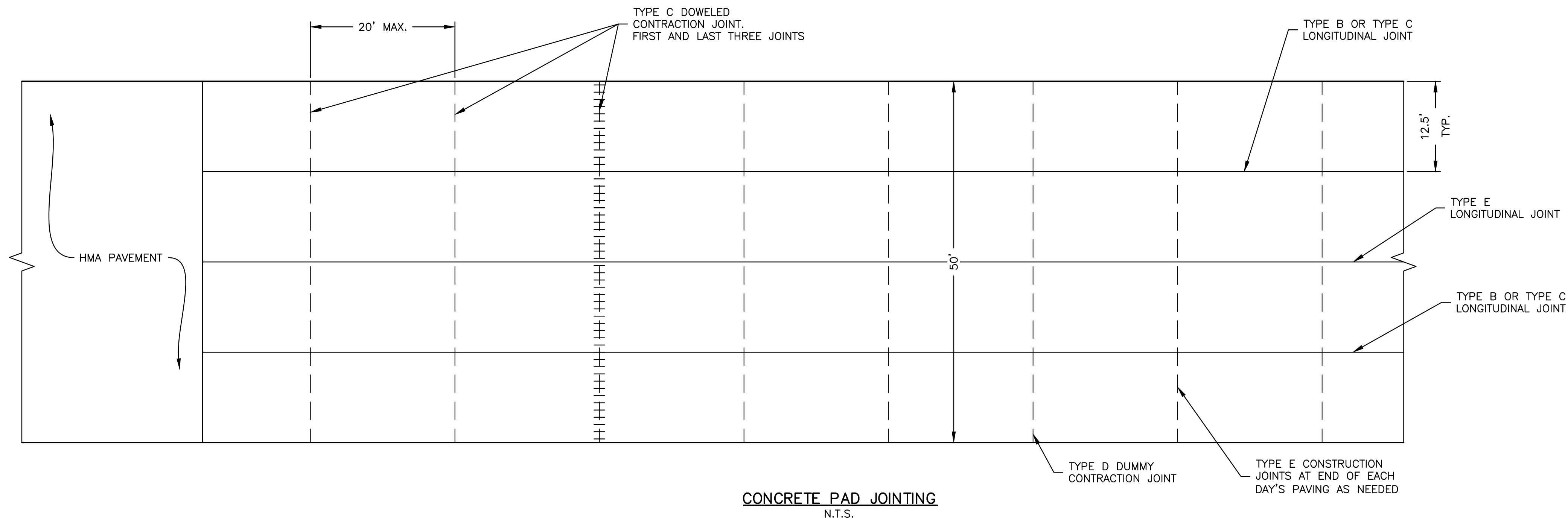
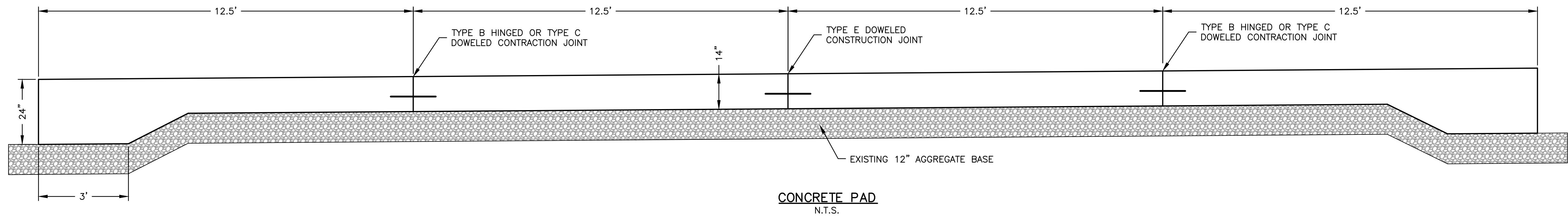
20-1026

SHEET NUMBER:

16 of 18



REVISIONS		
REV. NO.	DESCRIPTION	DATE



FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:

CITY OF ROCHELLE
420 NORTH SIXTH STREET
ROCHELLE, IL 61068

PROJECT AND LOCATION:

PROPOSED TRANSLOAD YARD
EXPANSION
ROCHELLE, ILLINOIS

DRAWN BY: YJ
APPROVED BY: NJC
DATE: 06/08/21
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:

DETAILS 5

SET TYPE: BID SET

G:\C30\20-1026 Rochelle Transload Expansion\Plans\20-1026 - Plans.dwg, DET 1C

JOB NUMBER:

20-1026

SHEET NUMBER:

18 of 18

THE CITY OF ROCHELLE
Ogle County, Illinois

ORDINANCE
NO. _____

**AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM PORTER
BROTHERS CONSTRUCTION, INC. FOR THE TRANSLOAD YARD HARD
SURFACE IMPROVEMENTS**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

ORDINANCE NO: _____
Date Passed: September 12, 2022

AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM PORTER BROTHERS CONSTRUCTION, INC. FOR THE TRANSLOAD YARD HARD SURFACE IMPROVEMENTS

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

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

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

WHEREAS, the City of Rochelle operates a railroad (“Railroad”) through the Economic Development Office, one of its departments; and

WHEREAS, Railroad is expanding its transload yard to improve the capabilities of the Rochelle Transload Center (“RTC”) and develop an Intermodal Container Yard (“ICY”) adjacent to the RTC; and

WHEREAS, the Greater Rochelle Economic Development Corporation (“GREDCO”) owns a parcel of land adjacent to the RTC and is developing a container storage facility on its property; and

WHEREAS, the City and GREDCO will each pay their respective share of the improvements necessary for the expansion of the ICY; and

WHEREAS, on July 20, 2022 the City issued a Request for Proposals for the hard surface improvements at the ICY (“the RFP”) and also published the RFP in the Rochelle News Leader on August 3, 2022, and

WHEREAS, the RFP was also made available through QuestCDN.com and the officers of Fehr Graham, and

WHEREAS, in accordance with the RFP, on August 16, 2022 the City received and properly opened six (6) sealed proposals; and

WHEREAS, after analysis of the proposals submitted, the City's staff and professional engineers has concluded that the proposal submitted by Porter Brothers Construction, Inc., attached hereto as Exhibit 1, in the amount of \$993,008.88 for the City's portion of the improvements and the low alternate bid of \$664,146.28 for GREDCO's portion of the improvements, for a combined bid of \$1,657,155.16 meets the City's specifications pursuant to the RFP and is most advantageous to the City; and

WHEREAS, the Mayor and City Council finds that it is in the best interest of the City and its residents to accept and approve the proposal of Porter Brothers Construction, Inc., in the amount of \$1,657,155.16, for hard surface improvements to the transload yard, subject to the execution of a Development Agreement with GREDCO; and

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

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

SECTION TWO: The Mayor and City Council hereby accept and approve the proposal of Porter Brothers Construction, Inc., in the amount of \$1,657,155.16, for hard surface improvements to the transload yard, subject to the execution of a Development Agreement with GREDCO, and authorize the City Manager to execute any and all necessary agreements to memorialize the terms of said proposal (attached hereto as Exhibit 1) in a form to be reviewed by the City Attorney.

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

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

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

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

PASSED AND APPROVED this 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

ATTEST:

City Clerk

Mayor

STATE OF ILLINOIS)
)
 COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. _____,
 “AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL FROM PORTER
 BROTHERS CONSTRUCTION, INC. FOR THE TRANSLOAD YARD HARD SURFACE
 IMPROVEMENTS” which was adopted by the Mayor and City Council of the City of Rochelle
 on September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
 the City of Rochelle this 12th day of September, 2022.

 CITY CLERK

File Attachments for Item:

12. Resolution Authorizing the City Manager to Execute an Agreement with the Greater Rochelle Economic Development Corporation Regarding Certain Land Rights at the Proposed Transloading Center Expansion

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: Agreement regarding Proposed Transload Expansion of the City’s Transload Center and the Development of GREDCO’s Intermodal Container Yard

Staff Contact: Jason Anderson

Summary: The City of Rochelle and the Greater Rochelle Economic Development Corporation (GREDCO) are collaborating to expand the capabilities of the Rochelle Transload Center (RTC) by developing an Intermodal Container Yard. The Container Yard Development is located between the RTC and the Boyle Farm which is designated as a rail served site. The City of Rochelle and GREDCO have come together to set forth terms that will allow for access and easements between the RTC and the new Container Yard. They are outlined I the attached plat map and agreement document: The key terms are as follows:

- A) GREDCO will provide an easement for rail access across the GREDCO Tract/Container Yard
- B) GREDCO will convey to the City a 5ft strip of the GREDCO Tract/Container Yard to expand the RTC
- C) GREDCO will grant to the City a 50ft wide strip as a non-inclusive easement for access along the east end of the Container Yard that both the City and GREDCO can share the use
- D) The City will grant GREDCO ingress & egress through the RTC Steward Road entrance for the purpose of allowing traffic access to the Container Yard from the Transload Yard.
- E) The Agreement Regarding Proposed Transload Yard Expansion outlines all four of the easements and additionally states that if a second point of access to Steward Road from the Container Yard is needed in the future, the City will work in good faith with GREDCO to establish a second point of access.

Funding Sources: RTC Improvements Container Yard Development Easements/Ingress - Egress

Source:	Budgeted Amount:	Proposed Expenditure:
N/A	N/A	None

Strategic Plan Goal Application: Core Service Delivery – Continuing the city’s mission to provide superior rail services to industries located on or near the city’s rail system.

Recommendation: Execute the Agreement Regarding Proposed Transload Yard Expansion which includes easements and ingress/egress agreements as presented in the agreement.

Supporting Documents:

- Drawing describing each access/easement and dedication in the RTC/Container Yard
- Plat Map
- Agreement Regarding Proposed Transload Yard Expansion

PIN 25-32-400-016
BOYLE THOMAS D TRUSTEE ET AL

STEWARD ROAD

EAST ROW LINE
RIGHT OF WAY
CITY OF ROCHELLE

N 01°14'52" W 220.79'

BUILDING SETBACK & EASEMENT LINE

HEREBY CREATED 30' CITY EASEMENT

15'

BUILDING SETBACK LINE

768.99'

A=316.47' R=475.00'
S 41°50'06" W 310.65'

S' HEREBY DEDICATED TO THE CITY OF ROCHELLE

15'

BUILDING SETBACK LINE

HEREBY CREATED 50' CITY RAIL EASEMENT

LOT 1
426164.8 S.F.
9.78 Ac.

N 88°27'21" E 1887.87'

S 88°27'21" W 1887.06'

S 88°27'21" W 1887.04'

CITY OF ROCHELLE RAIL YARD

CITY OF ROCHELLE RAIL YARD

EXISTING 60' DRAINAGE EASEMENT DOC. 201101106585

HEREBY CREATED 50' CITY ACCESS EASEMENT

5' HEREBY DEDICATED TO THE CITY OF ROCHELLE

BUILDING SETBACK & EASEMENT LINE

50'

225.80'

S 01°02'30" E 1230.80'

(100')

(100')

P.O.B.

SCALED LOCATION OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH OF 1 FT OR WITH DRAINAGE AREAS OF LESS THAN QUARTER MILE ZONE X PER FIRM 17141C495E, AUGUST 17, 2016

SCALED LOCATION OF 1% ANNUAL CHANCE FLOOD HAZARD, ZONE AE PER FIRM 17141C495E, AUGUST 17, 2016

SOUTH LINE SE1/4, SECTION 32

P.O.C.
SW COR. PREMISES
CONVEYED DOC. 0207738

PIN 25-32-400-018
FIRST OF AMERICA TRUST COMPANY TRUSTEE

This is to certify that I, Scott I Immel, an Illinois Professional Land Surveyor, have surveyed the following described property:

Part of the Southeast Quarter of Section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Ogle County, Illinois; Commencing at the Southwest corner of the premises conveyed in a Corrective Trustee's Deed, Document No. 02007738 as recorded in the Ogle County Recorder's Office, said corner being North 88 degrees 27 minutes 21 seconds East (assumed bearing) a distance of 1924.40 feet from the Southwest corner of said Southeast Quarter of Section 32; thence North 01 degrees 02 minutes 30 seconds West on and along the West line of said premises so conveyed, a distance of 734.58 feet to the Point of Beginning of the hereon described tract; thence South 88 degrees 27 minutes 21 seconds West, a distance of 1,887.04 feet to the East right of way of Steward Road; thence North 01 degrees 14 minutes 52 seconds West on and along last named line, a distance of 230.79 feet; thence North 88 degrees 27 minutes 21 seconds East, a distance of 1,887.87 feet to the West line of said premises so conveyed; thence South 01 degrees 02 minutes 30 seconds East on and along last named line, a distance of 230.80 feet to the Point of Beginning, containing 10.00 Acres, more or less.

as shown by the attached plat, which is a correct representation of said survey and subdivision. All distances are given in feet and decimal parts thereof.

I further certify that the property covered by this plat of subdivision is either in or within a mile and a half of the corporate limits of the City of Rochelle; and that the property covered by this plat of subdivision is located within Zone X, 0.2% Annual Chance Flood Hazard or Areas of 1% Annual Chance Flood Hazard with average depth of 1ft or with drainage areas of less than quarter mile and Zone AE, as indicated by FEMA FIRM Map 17141C0495E.

Signed this 16th day of June, 2021

Scott I. Immel, Illinois Professional Land Surveyor No. 35-3462
Current expiration date: November 30, 2022

SECTION CORNER AS DESCRIBED

FOUND MONUMENT
SET 5/8"Ø REBAR W/FG CAP

SURVEY BOUNDARY
 SECTION LINE
 EXISTING RIGHT-OF-WAY
 EXISTING PROPERTY LINE
 PROPOSED SETBACK LINE
 RIGHT-OF-WAY WIDTH

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT
CORPORATION REGARDING CERTAIN LAND RIGHTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

City Council

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT
CORPORATION REGARDING CERTAIN LAND RIGHTS AT THE
PROPOSED TRANSLOADING CENTER EXPANSION**

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1, et seq.; and

WHEREAS, the City of Rochelle owns and operates a railroad known as the City of Rochelle Railroad which has been assigned the designation of CIR from the American Railroad Association (hereinafter referred to as "CIR"); and

WHEREAS, the City of Rochelle operates a railroad through the Rochelle Municipal Utilities ("RMU), one of its departments; and

WHEREAS, the City is making improvements to expand its transload yard ("Transloading Center") and Greater Rochelle Economic Development Corporation ("GREDCO") is developing a container storage facility on its property that is adjacent to the Transloading Center; and

WHEREAS, the City and GREDCO need to exchange certain property rights in order to facilitate the development of the Transloading Center on the City's property and development of a container storage facility on GREDCO'S property that is adjacent to the Transloading Center; and

WHEREAS, the City's staff and GREDCO have negotiated an agreement for the exchange of certain land rights, attached hereto as Exhibit 1; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter into and execute an agreement with GREDCO, entitled Agreement regarding Proposed Transload Yard Expansion, attached hereto as Exhibit 1; and

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

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

SECTION TWO: The Mayor and City Council of the City of Rochelle authorize the City Manager to execute and enter into agreement with GREDCO, entitled Agreement regarding Proposed Transload Yard Expansion, attached hereto as Exhibit 1, in a form subject to review and revision by the City Attorney.

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

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

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT 1

AGREEMENT REGARDING

PROPOSED TRANSLOAD YARD EXPANSION

This Agreement regarding the proposed transload yard expansion (the “Agreement”) is made and entered into by and between the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, and the City of Rochelle (the “City”), an Illinois municipality, and this is based on the following recitals:

A. The City holds title to approximately 10 acres in the South One-Half of the Southeast One-Quarter of Section 32, Township 40 North, Range 2 east of the Third Principal Meridian, Dement Township, Ogle County, Illinois, aligned immediately south of an adjacent to the tract defined by real estate permanent index number (“PIN”) 25-32-400-022 and lying immediately north of an adjacent tract defined by PIN 25-32-400-017 (the “City Tract” or the “Transload Yard”).

B. GREDCO holds the title to the approximately 10 acres in the South One-Half of the Southeast One-Quarter of section 32, Township 40 North, Range 2 East of the Third Principal Meridian, Dement Township, Ogle County, Illinois, defined by PIN 25-32-400-022 (the “GRECO Tract” or the “Container Yard”).

C. The City proposes to develop a transload yard expansion on the City Tract, and GREDCO proposes to develop a storage area for rail containers on the GREDCO Tract.

D. The City requires rail access through the GREDCO Tract, and GREDCO has agreed to provide such rail access pursuant to the terms and conditions of this Agreement. This is illustrated as **A** on the attached Map, which is Exhibit 1 hereto.

E. The City proposes to pave the Container Yard, and such paving is expected to extend over the southerly 5 feet of the Container Yard. GREDCO has agreed to transfer and convey the south 5 feet of the Container Yard to the City. This is illustrated as **B** on the attached Map.

F. The City requires a 50-foot-wide strip along the East end of the Container Yard to connect the Transload Yard to the land East of the Container Yard, and GREDCO has agreed to grant the City a non-exclusive easement over such 50-foot-wide strip, allowing both GREDCO’s operations and City operations to use such easement for access. This is illustrated as **C** on the attached Map.

G. Ingress from Steward Road to the Container Yard and egress from the Container Yard to Steward Road is currently available only through the main entrance to the Transload Yard. In order for GREDCO to have access to Steward Road from the GREDCO Tract, GREDCO requests an access easement from the City to enter the Transload Yard to access the GREDCO Tract which is characterized as the “Container Yard.” The City has agreed to grant such access easement.

H. GREDCO is requesting that the City agree to allow GREDCO a second ingress to and egress from Steward Road north of the Container Yard in the event that GREDCO elects to have a second access point from the Container Yard onto Steward Road, and the City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. This is illustrated as E on the attached Map.

I. The access easements and proposed conveyance are illustrated on the attached exhibit prepared by Fehr Graham Engineering & Environmental (the “Map”).

J. GREDCO’s mission is to enhance economic development for the City, and the City and GREDCO agree to cooperate with regard to the development and usage of the proposed transload yard expansion.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and GREDCO agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as representations and undertakings by the City and GREDCO.

2. Grant of Rail Access through GREDCO Tract. GREDCO agrees to grant rail access through the GREDCO’s Tract (the “Container Yard”) to the City substantially as illustrated as A on the attached Map, and the City will be solely responsible for all costs, fees, and expenses to develop such rail access. The parties will execute a Railroad Easement in a form substantially similar to Exhibit 2.

3. Conveyance By GREDCO to the City. GREDCO agrees to transfer and convey the south 5 feet of the GREDCO Tract to the City, as illustrated as B on the attached Map, at the sole cost and expense of the City. GREDCO will execute a Warranty Deed conveying this land to the City in a form substantially similar to Exhibit 3.

4. Grant of 50-foot Wide Access Easement by GREDCO to City. GREDCO agrees to grant a non-exclusive access easement 50 feet in width at the East end of the GREDCO Tract, as illustrated as C on the attached Map. The City shall be solely responsible for all costs, fees, and expenses with respect to the construction and development of such access easement. Such access easement should be non-exclusive, and GREDCO retains the right to use such access easement, and both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. The parties will execute an Access Road Easement in a form substantially similar to Exhibit 4.

5. Grant of Access Easement through City Tract to GREDCO. The City agrees to grant a non-exclusive access easement to GREDCO for GREDCO to have ingress to and egress from Steward Road to the GREDCO Tract as illustrated as D on the attached Map. GREDCO shall be solely responsible for any costs, fees, and expenses of developing and using such access easement. Such access easement shall be non-exclusive, and the City retains the right to use such

access; both GREDCO and the City agree to reasonably cooperate with each other so as not to unreasonably interfere with the use of such access easement by the other party. This is illustrated as D on the attached Map. The parties will execute an Ingress/Egress Easement in a form substantially similar to Exhibit 5.

6. Grant of Second Access Easement from Steward Road. The City has agreed to cooperate in good faith with GREDCO to facilitate a second point of access from Steward Road north of the Container Yard (the “Northwest Access”), as illustrated as E on the attached Map, if and when GREDCO requires the same, but shall have no obligations to grant any such access based upon this Agreement. GREDCO shall be responsible for all costs, fees, and expenses of developing and using such access easement.

7. Mutual Indemnification. Each of the City and GREDCO agrees to hold the other harmless, and to indemnify and protect it from and against all costs (including court costs), fees (including attorney’s fees), liabilities, demands and expenses with respect to those matters for which each is responsible pursuant to the terms and conditions of this Agreement.

8. Title Insurance. GREDCO agrees to procure, at its cost, title insurance through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements in favor of GREDCO set forth in this Agreement. Each party will be responsible for title insurance for the grants by that party through a title company regularly doing business in Ogle County, Illinois, and to pay the recording charges for all grants of easements and conveyance in favor of that party.

9. Closings. Except for the Northwest Access easement, the closings on the granting of the easements and conveyance as set forth in this Agreement shall occur within six months from the date of this Agreement.

10. Multiple Counterparts. This Agreement should be executed in multiple counterparts, such counterparts shall collectively be considered one Agreement.

Dated as of this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Prepared by:
Dominick L. Lanzito
Peterson, Johnson & Murray Chicago, LLC
Attorneys for the City of Rochelle
200 W. Adams, Suite 2125

Chicago, Illinois 60606
Phone: (312) 724-8024

EXHIBIT 1
DEPICTION OF EASEMENTS AND LAND TRANSFER

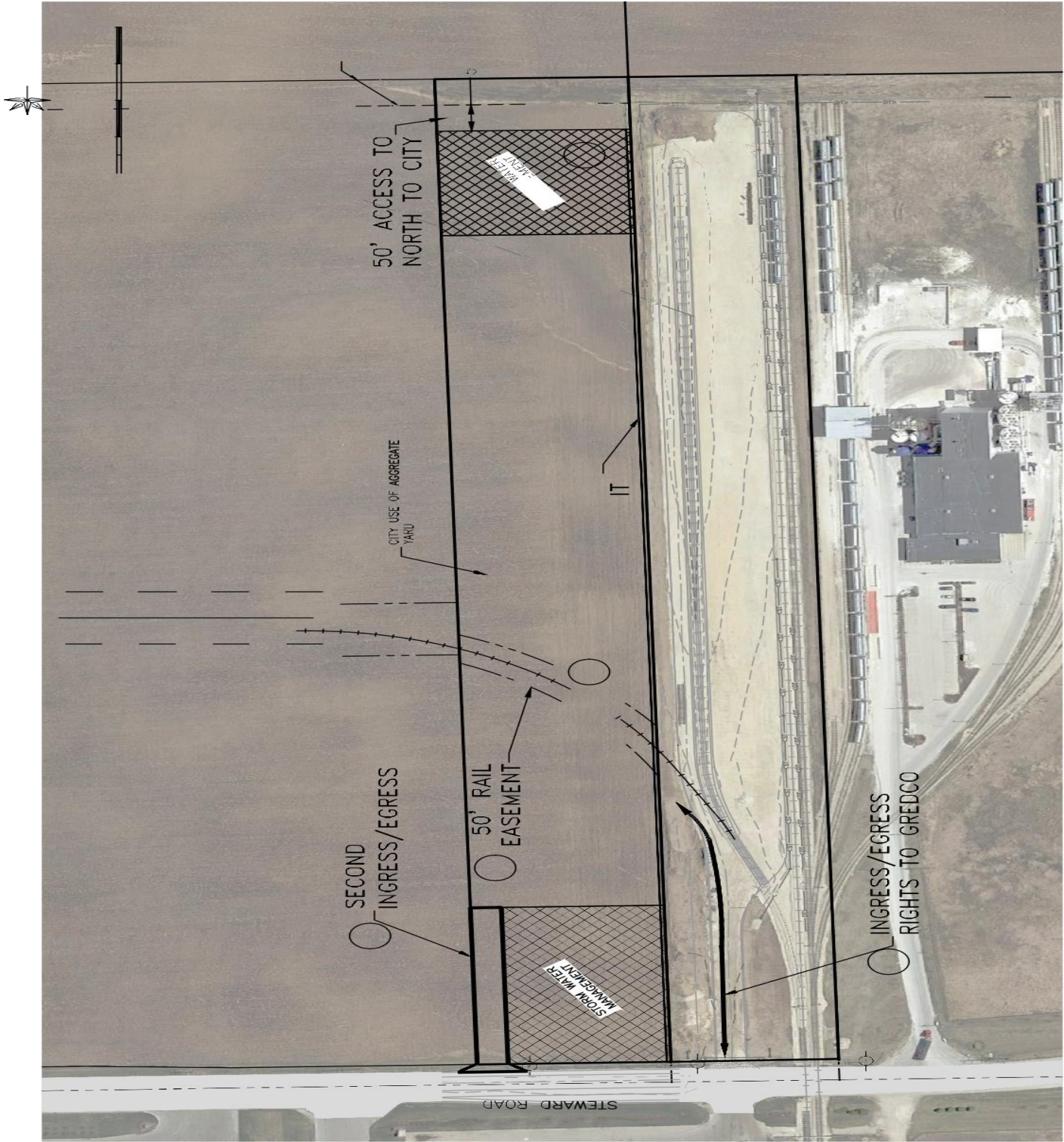


EXHIBIT 2
RAILROAD EASEMENT
EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
 515 Lincoln Highway
 Rochelle, Illinois 61068

RETURN TO:

DOMINICK L. LANZITO
 Peterson, Johnson & Murray Chicago, LLC
 200 W. Adams, Suite 2125
 Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
 Common Address: Located on Steward Road, Rochelle, Illinois 61068
 Depicted: See attached **Exhibit B**.

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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor's use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this _____ day of _____, 2022.

**Grantor, Greater Rochelle Economic Development Corporation
("GREDCO")**

By: _____
Richard Ohlinger, President

Attest: _____

STATE OF ILLINOIS)
) ss.
 COUNTY OF OGLE)

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 _____ day of _____, 2022.

(SEAL)

 NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
 COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

 NOTARY PUBLIC

Prepared by:
 Dominick L. Lanzito
 Peterson, Johnson & Murray Chicago, LLC
 Attorneys for the City of Rochelle
 200 W. Adams, Suite 2125
 Chicago, Illinois 60606
 Phone: (312) 724-8024

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 3
SPECIAL WARRANTY DEED FOR CONVEYANCE OF LAND TO THE CITY

SPECIAL
WARRANTY DEED

This Special Warranty Deed
made on this ____ day of
_____, 2022, by **GREATER
ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION,**
an Illinois not-for-profit corporation,
of 420 N. 6th Street, P.O. Box 601,
Rochelle, Illinois 61068 (“Grantor”),

to

**THE CITY OF ROCHELLE, an
Illinois municipal corporation,** of is
420 N. 6th Street, P.O. Box 601, Rochelle, Illinois 61068 (“Grantee”).

Grantor, in consideration of TEN DOLLARS (\$10.00) paid by Grantee and for other good and valuable consideration, bargains, grants, and sells to Grantee that real property located in the County of Lee, State of Illinois, more particularly described as follows:

[To be inserted when available]

Part of PIN: _____

Grantor, for itself and its successors, further covenants, promises and agrees with Grantee, its successors and assigns, that Grantor has not done or suffered to be done anything so that the property is or may be in any manner encumbered or charged except as set forth in this Deed; and Grantor further covenants that it will warrant and defend the property against all persons lawfully claiming by, through or under Grantor.

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the Real Estate, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

In witness whereof, Grantor has executed this Deed on the date written above.

**GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION, an
Illinois not-for-profit corporation**

By: _____

Richard Ohlinger, President

State of Illinois

SS

County of Lee

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that **Richard Ohlinger**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, in his capacity as President of **GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION**, as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2022.

Notary Public

Under penalty of perjury, the undersigned certifies that this transaction is exempt from the Illinois Plat Act (765 ILCS 205/1 *et seq.*) because:

- a. ____ the owner is not subdividing the land into 2 or more parts; or
- b. ____ exemption no. 2 of § 1 of the Act applies.

Date Owner or Representative

This transaction is exempt under provisions of § 31-45 ("b") of the Real Estate Transfer Tax Law. (35 ILCS 200/31-1 *et seq.*)

Date Buyer, Seller or Representative

Prepared by:

Taxes to and Return to:

Gary R. Gehlbach

The City of Rochelle

Ehrmann Gehlbach Badger & Considine, LLC

420 N. 6th Street

215 E. First Street, Suite 100

P.O. Box 601

P.O. Box 447

Rochelle, Illinois 61068

Dixon, IL 61021

(815) 288-4949

(815) 288-2968 (FAX)

gehlbach@egbclaw.com

[https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO to City of Rochelle \(18 ac.\) 210446/DEED/Special Warranty Deed.docx](https://appriver3651000666.sharepoint.com/sites/GRG/RESale/GREDCO%20to%20City%20of%20Rochelle%20(18%20ac.)%20210446/DEED/Special%20Warranty%20Deed.docx)

EXHIBIT 4
ACCESS ROAD EASEMENT TO THE CITY

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation, (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **The City of Rochelle, Illinois (“Rochelle”), an Illinois municipal corporation**, (“Grantee”), a temporary construction and permanent easement for the construction of an ingress/egress road on Grantor’s property, and the right to construct and maintain the necessary appurtenances for said ingress/egress road over, under, along, upon and through said easement hereinafter described; 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 ingress/egress road, not exceeding 50 feet in total width.

The temporary construction and permanent ingress/egress easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-022
Common Address: Located on Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

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 ingress/egress road 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, and that Grantee shall have the right to remove any such buildings, structures, or fencings so constructed or placed.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said ingress/egress road on the easement aforesaid; so as to leave the ground in substantially the same condition that existed before said ingress/egress road was constructed, and all surplus dirt or gravel is to be carefully removed from the premises; that all the construction work 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 said ingress/egress road and construction materials will be placed in a manner that could reasonably interfere with the Grantor's use of the property immediately adjacent to the easement; causing no damage to improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said ingress/egress road; 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.

Dated this ____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
 COUNTY OF OGLE)

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 _____ day of _____, 2022.

(SEAL)

 NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the corporation.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

EXHIBIT 5
INGRESS EGRESS EASEMENT TO GREDCO

**EASEMENT AGREEMENT FOR
INGRESS AND EGRESS ROAD**

LEGAL DESCRIPTION PREPARED BY:

FEHR GRAHAM
515 Lincoln Highway
Rochelle, Illinois 61068

RETURN TO:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606

KNOW ALL MEN BY THESE PRESENTS, that **The City of Rochelle** (“Grantor”), of Rochelle in the County of Ogle and State of Illinois, for good and valuable consideration in the amount of Ten Dollars (\$10.00) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to **the Greater Rochelle Economic Development Corporation (“GREDCO”), an Illinois not-for-profit corporation**,

(“Grantee”), a non- exclusive access easement for ingress/egress, upon and over said non-exclusive access easement on Grantor’s property hereinafter described, said right and access easement will only be effective so long as Grantee constructs and maintains a transload container storage facility on its property. Should Grantee fail to construct a transload container storage facility on its property within 24 months from the date of this instrument or fail to maintain a transload container storage facility for 12 consecutive months, the access easement shall be null and void.

The access easement (“Easement”) is more particularly described as follows:

See Legal description attached hereto as **Exhibit A**.

PIN #: Part of 25-32-400-017
Common Address: Steward Road, Rochelle, Illinois 61068
Depicted: See attached **Exhibit B**.

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 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 ingress/egress by constructing any additional barriers or obstructions on the Easement.

Grantor further covenants that no buildings, structures, or fencing shall be constructed or placed on the Easement to prohibit or hinder Grantee’s access to its transload container storage facility.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in using the Easement, that all use of that access Easement is to be done in such a manner as in no way to damage the property of the Grantor and specifically that containers and materials will not be placed in a manner that could reasonably interfere with the use of the property immediately adjacent to the Easement; causing no damage to improvements of the Grantor of the Easement, nor interfering with or removing the support of the same; that it will indemnify, defend, and save the Grantor harmless from any and all loss or damage the Grantor may sustain arising in any manner from the use of the Easement. Grantee shall add Grantor as an additional insured for all insurance policies of Grantee to cover any liability for the use of the Easement, including, but not limited to all property and casualty insurance policies, worker’s compensation, and general comprehensive liability.

Dated this _____ day of _____, 2022.

THE CITY OF ROCHELLE, an Illinois
Municipality

GREATER ROCHELLE ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Jeff Fiegenshuh, City Manager

By: _____
Richard Ohlinger, President

Attest: _____

Attest: _____

STATE OF ILLINOIS)
) ss.
 COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally appeared Jeff Fiegenschuh, 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 _____ day of _____, 2022.

(SEAL)

 NOTARY PUBLIC

STATE OF ILLINOIS)
) ss.
COUNTY OF OGLE)

BEFORE ME, the undersigned notary public, on this day personally Richard Ohlinger, the President, of the GREDCO, an Illinois not-for-profit corporation, and acknowledged that he signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the limited liability company.

Given under my hand and notarial seal, this _____ day of _____, 2022.

(SEAL)

NOTARY PUBLIC

Prepared By and Return To:
DOMINICK L. LANZITO
Peterson, Johnson & Murray Chicago, LLC
200 W. Adams, Suite 2125
Chicago, IL 60606
(312) 782-7150

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted when available]

EXHIBIT B
DEPICTION OF EASEMENT AREA

[To be inserted when available]

STATE OF ILLINOIS)
)
 COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Hueramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
 “A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
 WITH THE GREATER ROCHELLE ECONOMIC DEVELOPMENT CORPORATION
 REGARDING CERTAIN LAND RIGHTS AT THE PROPOSED TRANSLOADING CENTER
 EXPANSION” which was adopted by the Mayor and City Council of the City of Rochelle on
 September 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
 the City of Rochelle this 12th day of September, 2022.

 CITY CLERK

File Attachments for Item:

13. Resolution Affirming the Joint Goals and Objectives of the Lee-Ogle County Enterprise Zone, Lee County and the City of Rochelle for the Industrial Development Between the Lee-Ogle County Line and Elva Road

ROCHELLE CITY COUNCIL
AGENDA ITEM MEMO
REGULAR MEETING

SUBJECT: City of Rochelle Support of the Lee-Ogle Enterprise Zone goals for job creation through industrial development.

Staff Contact: Jason Anderson

Summary: In 2015 the Cities of Rochelle and Dixon along with the Counties of Lee and Ogle joined together to create the Lee-Ogle Enterprise Zone. In their application to the Illinois Department of Commerce over 9,000 acres between the four units of government were designated as Enterprise Zones. The sites which were fortunate to be chosen were proven to be the most accessible to highways, utility infrastructure and adjacent to existing industrial & commercial developments. Goals for every zone were included in the application which included a commitment to investments in expanding the infrastructure into the sites and that good paying jobs would be created. The Enterprise Zone has helped to attract 1,000’s of jobs and 100’s of millions of dollars to our region. Failure to meet the job creation goals and investments as stated in the 2015 EZ application would risk losing the certification of the Lee-Ogle Enterprise Zone. Therefore, only projects that bring significant job creation and capital investment should be designated for the LOEZ. In support of the LOEZ the Lee County Board has recently passed a resolution which states no special use permits would be issued for projects that were not consistent with the goals of the LOEZ.

Funding Sources:

Source:	Budgeted Amount:	Proposed Expenditure:
N/A	N/A	None

Strategic Plan Goal Application: To promote economic development for the purpose of creating jobs and capital investment through industrial/commercial development

Recommendation: Staff recommends passage of the resolution supporting the goals of the Lee-Ogle Enterprise Zone

Supporting Documents:

Resolution supporting the Lee Ogle Enterprise Zone

THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**RESOLUTION AFFIRMING THE JOINT GOALS AND OBJECTIVES OF THE LEE-OGLE
COUNTY ENTERPRISE ZONE, LEE COUNTY, AND THE CITY OF ROCHELLE FOR THE
INDUSTRIAL DEVELOPMENT BETWEEN THE LEE-OGLE COUNTY LINE AND ELVA
ROAD**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

**RESOLUTION AFFIRMING THE JOINT GOALS AND OBJECTIVES OF THE LEE-OGLE
COUNTY ENTERPRISE ZONE, LEE COUNTY, AND THE CITY OF ROCHELLE FOR THE
INDUSTRIAL DEVELOPMENT BETWEEN THE LEE-OGLE COUNTY LINE AND ELVA
ROAD**

September 12, 2022

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“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, Lee County and the City of Dixon, established the Lee County Enterprise Zone in 1986 to further mutual goals of job creation and industrial development, eventually amending the zone in 2001 to add the City of Rochelle and Ogle County as equal partners in regional development and was thereafter named the Lee Ogle Enterprise Zone (“LOEZ”); and

WHEREAS, key goals of the LOEZ included creation of hundreds of good paying industrial jobs within the LOEZ to serve its Local Labor Market Area, anticipating hundreds of millions of dollars in new capital investment, buildings and land development, along with creating tens of millions in new EAV; and

WHEREAS, the City of Rochelle has aggressively engaged development partners at the Federal, State and Local levels, municipal and regional utilities, municipal and Class I railroads, the Greater Rochelle Economic Development Corporation (“GREDCO”) and the Lee County Industrial Development Association, along with dozens of industries, to invest over \$100 million in infrastructure over the past 20 years to facilitate industrial development within the LOEZ including upgraded power, water and sewer, roads, bridges, and rail to make the City and adjacent areas in the LOEZ a desirable area for heavy industry; and

WHEREAS, The City and GREDCO also have collaborated to buy more than 75 acres at a cost exceeding \$1.5 million to further extend development of the City Rail system into Lee County for the purposes of attracting rail-served heavy industry; and

WHEREAS, the City’s Railroad and the BNSF Railroad are collaborating to install a new interchange switch near the Village of Steward to allow trains to move quickly off the main line and reduce blocked crossings to increase public safety in Steward and Rochelle and be more attractive to industrial development while the planned rail loop will encompass the LOEZ from the Lee-Ogle County Line to Elva Road; and

WHEREAS, as industrial growth occurs in the LOEZ between the Lee-Ogle County Line and the Village of Steward, extension of Rochelle Municipal Utilities water and sewer lines will allow water and sewer services to be available to the Village of Steward, currently without a sanitary sewer and having a limited water supply; and

WHEREAS, thousands of construction jobs will be created over the next decade in this LOEZ for the purpose of extending existing road, rail and utility infrastructure as well as numerous industrial projects; and

WHEREAS, with industrial development in the LOEZ, storm water detention systems are planned to improve flooding, erosion and drainage problems that currently exist in the area between the Lee-Ogle County line and Elva Road; and

WHEREAS, development of new business and industry within the LOEZ between the Lee-Ogle County line and Elva Road will help facilitate the funding that is needed for a Village of Steward By-pass to re-route heavy truck traffic that currently runs through the center of the Village, past a Grade School, Church and cemetery; 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 authorize the City Manager to execute all necessary documentation to apply for and receive the EDA grant funds; and

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

- SECTION ONE:** That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.
- SECTION TWO:** The City of Rochelle supports Lee County, the Lee County Industrial Development Association, and the Greater Rochelle Economic Development Association in their efforts to attract and retain heavy industry intending to employ many hundreds of new workers and the investment of millions of dollars in buildings and infrastructure within the LOEZ.
- SECTION THREE:** The City of Rochelle shall pursue an intergovernmental agreement with the Lee County Board to establish long-term boundaries, community separation areas, responsibilities for service provision, and minimum standards for quality of development pursuant to the Lee County Comprehensive Plan and purpose of the LOEZ.

SECTION FOUR: The City of Rochelle shall work with the Lee County Board to update the County's Comprehensive Plan to reflect their current cooperative effort between the two units of government. The Comprehensive Plan will reflect the goals of the LOEZ that seek to utilize EZ designated areas for industrial uses.

SECTION FIVE: The City of Rochelle shall work with the Lee County Board to re-zone the area within the LOEZ between the Lee-Ogle County Line and Elva Road for Heavy Industrial use consistent with I-3 zoning, providing clarity to developers, to the extent that said area is placed within the City of Rochelle's corporate limits.

SECTION SIX: That the City Manager and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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

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

PASSED THIS 12th day of September, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 12th day of September, 2022

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS)
)
 COUNTY OF OGLE) SS.

CERTIFICATE

I, Susan L. Messer, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
 DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
 “RESOLUTION AFFIRMING THE JOINT GOALS AND OBJECTIVES OF THE LEE-OGLE
 COUNTY ENTERPRISE ZONE, LEE COUNTY, AND THE CITY OF ROCHELLE FOR THE
 INDUSTRIAL DEVELOPMENT BETWEEN THE LEE-OGLE COUNTY LINE AND ELVA
 ROAD” which was adopted by the Mayor and City Council of the City of Rochelle on September
 12, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
 the City of Rochelle this 12th day of September, 2022.

 CITY CLERK