

---

---

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

---

---

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

---

---

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH BAECORE  
GROUP FOR ERP AND EAM SERVICES**

---

---

**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

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

**AN ORDINANCE WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH BAECORE  
GROUP FOR ERP AND EAM SERVICES**

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

**WHEREAS**, the City currently utilizes multiple separate, stand-alone software programs for inventory, work orders, and asset tracking, none of which integrate with the current software; and

**WHEREAS**, there is a significant deficiency in the City’s ability to communicate, collaborate, and respond to citizen’s request for the Street, Cemetery, Water, Water Reclamation, Electric, and Technology Departments; and

**WHEREAS**, in November 2020, City Council authorized the City Manager to enter into agreements with Tyler Technologies, Data Transfer Solutions, and Baecore Group to implement new ERP (Enterprise Resource Planning) and EAM (Enterprise Asset Management) softwares; and

**WHEREAS**, the City’s staff has been implementing the Incode ERP solution and DTS/VUEWorks EAM solution with the assistance of Baecore Group since the inception of the project; and

**WHEREAS**, additional resources will be needed in 2023 to successfully complete these projects and Baecore Group has submitted proposals for the services, attached hereto as Exhibit 1; and

**WHEREAS**, the City desires to waive competitive bidding requirements and authorize the City Manager to execute agreements with Baecore Group for an amount not to exceed \$48,293.00; 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 requirements and authorize the City Manager to execute agreements with Baecore Group for an amount not to exceed \$48,293.00; 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 to waive the competitive bidding requirements and authorize the City Manager to execute agreements with Baecore Group for an amount not to exceed \$48,293.00, attached hereto as Exhibit 1, subject to the review and revision as to the form and substance 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 28th day of November, 2022.

AYES:

NAYS:

ABSENT:

APPROVED THIS 28th day of November, 2022.

---

MAYOR

ATTEST:

---

CITY CLERK

**Exhibit 1**  
**Proposals**

October 25, 2022

Chris Cardott  
City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

Dear Chris,

Thank you for the opportunity to propose services to continue working with and supporting the City with its Incode ERP implementation. This Letter of Engagement outlines the proposed services to support the Post Live stage of the Tyler Incode ERP system in Q1 2023. Based on the ERP project scope discussed and planned Post Live activities, the following services are proposed.

### **Incode Post Live Assistance**

The Incode Post Live Assistance services are designed to ensure that the implemented Incode modules are fully implemented and running smoothly. In addition, we will provide support and project management assistance for the planned post live activities including:

- ❖ KVA (Rider 2) automation
- ❖ Incode/VUEWorks Service Order integration
- ❖ Incode Cloud version upgrade
- ❖ First Live AMP reconciliation process
- ❖ Meter import process
- ❖ Remaining open items (if any) from the utility consolidation.

**As part of the Incode Post Live Assistance Baecore Group will complete the following activities:**

***Post Live Review & Report*** – Baecore Group will hold meetings with City project team members to gather information about the current state of the implementation for each implemented module. Based on this information Baecore Group will identify any potential gaps in the City's objectives and current state, challenges that need to be addressed or unresolved issues. Baecore will develop a post go live report with recommendations and next steps to address these open items.

- Meet with the following groups to of City project team members to gather information on the current state of the implementation, outstanding or unresolved issues, and review the City's initial objectives for the Incode implementation.

Financials:

- Cash Receipts
- General Billing
- Accounts Receivable
- Accounts Payable
- General Ledger
- Budget
- Purchasing
- Cash Management

Utility Billing:

- Utility Accounts
- Water Billing process
- Meter Inventory
- Service Order
- Delinquency Management

Community Development:

- Permitting
- Inspections
- Plan Review
- Code Enforcement
- Business License

Payroll/HR:

- Payroll Processing
- Personnel Management
- Position Control
- Benefit Administration
- Time Entry

- Identify opportunities to close gaps, close open issues or modify workflows to better meet the City's objectives (where necessary).
- Develop a Post Go Live summary recommendations for the above along with next steps to achieve the recommended changes.
- Provide guidance and instruction to City staff on entry of support tickets
- Escalate support tickets as need that are delayed or failing to move forward toward resolution.
- As needed, provide support, guidance, and direction for department staff to document new or modified business process.

***Post Live Project Management Services*** – Baecore Group will hold meetings with City project team members to gather information about the current state of the implementation for each implemented module. Based on this information Baecore Group will identify any potential gaps in the City's objectives and current state, challenges that need to be addressed or unresolved issues. Baecore will develop a post go live report with recommendations and an actionable plan to address these open items.

- *Weekly Status Meetings* are led by Baecore Group to communicate status, identify necessary actions, and address open issues. These status meetings are designed to be inclusive for the Rochelle Module Leads (and their project team) for the active implementations. This is the time and the place to put any concerns or questions on the table without limitations of Baecore's scope of services. It is our intent to provide perspective and direction the City can take on all ERP related activities. If there is something that is outside our skillset for advice or direction, we will do our best to identify a resource that can assist the team.

- *Consolidated Plan Maintenance* – Baecore will consolidate the project plans, tasks, homework and schedules. Your project team will maintain and update the plan based on information gathered in the status meetings, vendor meetings and updates provided by the Module Lead via an agreed upon communication process.
- *Baecore Project Boards* is a generic name for web-based tool that consolidates and presents project information in a way that is clear and easy to use for City staff. Our Project Boards ensure the City of Rochelle has all the upcoming tasks, scheduled meetings, comments, and status updates in one location. The Project Boards contain a consolidated project plan including both the vendor's project plan and internal Rochelle tasks and meetings that can be sorted and filtered to display the specific information needed.

The interactive project board allows Rochelle project team members to submit updates to specific tasks and add new tasks to the plan, allowing for direct communication between the City and your Baecore Project Manager. Within our Project Boards we have tools to help you keep up to date on the project and keep track of relevant issues and decisions with our Incident Tracking and Decision Log.

- *Project Issues Resolution Assistance & Escalation:* Baecore Group will provide assistance to the City of Rochelle Module Leads for resolution or escalation of project issues. At the Module Lead's request, Baecore Group will provide guidance and recommendations on methods and approaches to escalate project issues based on our experience with ERP Implementations. Where necessary, upon request of the Module Lead, Baecore Group will escalate the project issue to facilitate resolution.

## **City Responsibilities**

The services proposed are designed for Baecore Group to work cooperatively as a team with Modules Leads and City of Rochelle project team (*see explanation of Module Lead in the Module Lead Assignment section below*). This team approach is two pronged:

- ❖ Baecore Group knows the most successful short and long-term projects have City personnel taking ownership and responsibility of their area of expertise. No ERP/EAM project that is solely driven from a consultant, IT or Finance department will achieve the best possible outcome.
- ❖ With a team approach and having Module Leads, departments are better able to care for themselves as the project progresses and well after go live. This ultimately provides the City with the ability to focus consulting dollars where needed and gain independence as soon as possible thus successfully keeping costs down.

To foster this cooperative effort, the list below includes those areas of the project that will be managed by the City of Rochelle project team as well as participation needed by the Rochelle project team for Baecore Group to successfully provide the proposed services.

Module Lead Assignment - The City will need to have assigned a Module Lead from the City for each module. The module lead will be the individual with the responsibility and authority to make project decisions for their assigned area. This person is responsible for identifying and engaging the subject matter experts for the implementation. The module lead will be the responsible party for escalating unresolved issues or requesting additional support or assistance.

- ❖ Module Leads will receive meeting invitations for project sessions from Baecore Group. The Module Lead is responsible for coordinating or delegating the reservation of meeting rooms, setup of the meeting rooms, identifying the proper City team members to attend the meeting and inviting those City team members to the meeting.
- ❖ Module Leads will attend and actively participate in sessions and ensure the correct Rochelle staff are engaged.
- ❖ The City of Rochelle is responsible for coordinating with and managing any 3<sup>rd</sup> party services (such as bill printing, lockbox services, online payments, etc.). The Baecore Group PM will provide direction, coaching and guidance where needed.
- ❖ The City of Rochelle's Module Lead and core implementation team will attend the Baecore Group weekly status meetings on a pre-established reoccurring date/time.
- ❖ Modules Leads will review project plan update requests submitted by the Rochelle project team and approve/verify the update (such as task completion, reschedule, etc.).
- ❖ The City of Rochelle will create, distribute, maintain, and provide to Baecore Group, the City's "black out calendar". BCG will provide direction and guidance for best practices.

Reporting Issues to Incode - The Post Live services are not intended to be "help desk" or Incode support services. City staff members are responsible for reporting issues and entry of tickets in the Incode online support system. Baecore Group will assist City staff with advice and guidance but will not enter tickets on behalf of or in lieu of City staff.

Completion of Testing - A number of activities will require testing of configuration, integration, updates or process changes. City staff are responsible for completing the testing in Incode and reporting issues identified through the testing. Baecore Group can provide guidance and assistance but will not complete testing on behalf of or in lieu of City staff.



*Training and Use of Existing Incode Resources* – As the City transitions to its Post Live stage in Incode, it is important that City staff and Module Leads retain the skill set to self-serve and administer their respective areas of Incode. Baecore Group's Post Live services are carefully designed to support City staff to maintain this skill set. Accordingly, Baecore Group's services are not intended to be a replacement of existing Incode Resources such as Tyler University, Incode Support, Tyler Search, or Tyler Community. City staff will remain responsible for self-service using these tools.

## **Pricing**

These services are proposed to be completed during Quarter 1 of 2023 (January – March). The services are proposed at a fixed price of \$14,385 invoiced on execution of this Letter of Engagement. This proposal and pricing are valid until December 31, 2022.

Baecore prides itself on being able to deliver cost-effective quality work. We recognize from time to time that our clients' needs change during a project. Should this occur, we will work to meet your needs and make necessary adjustments to the best of our ability.

Rescheduling, requiring additional meeting days due to staff "no show"/unavailability at required meetings, or re-work to complete activities resulting from lack of Rochelle staff participation, incomplete or inaccurate reporting of information or change of requirements/scope may result in additional charges. Baecore Group will provide Rochelle with advanced notice prior to completing work that would incur additional costs.

At any point, should the City wish to suspend/pause services, upon notice, Baecore Group will bill Rochelle for time incurred and provide, to the City, any developed materials in its "as is" condition. In the event the City pauses services, Baecore Group cannot guarantee the availability of resources to resume services at the requested time.

I appreciate the opportunity to work with you. Baecore Group is founded on the principle that our success is continuously dependent on consistently and professionally delivering measurable improvements to our clients and look forward to work with the City of Rochelle to better meet the needs of the residents it serves.

Signature of this agreement does not bind the City to the above projects or services. The City and Baecore may cancel the Agreement with or without cause on thirty days written notice. The City shall be required to make payment for work performed but shall not be required to make payment for any work unperformed at the time of the termination of the Agreement. If you have any questions, please feel free to contact me at 847-585-1486.

I appreciate the opportunity to work with the City of Rochelle.

Sincerely,

Mary Smith

---

City of Rochelle  
Date

---

Print Name & Title

---



684 S. Barrington Road, Suite 329  
Streamwood, Illinois 60107  
(fax) 877-223-2673  
877-BAECORE

**City of Rochelle**  
**Addendum 1 – ERP Post Live**  
**October 2022**

**Proposed Services**

Service	Updated Deliverable Details
<p>Version Update Project Management Services</p> <p>Cost Impact: \$9,158 (6 weeks)</p>	<p>Baecore Group will complete the following activities specifically related to the Incode 2023 Cloud version update.</p> <ul style="list-style-type: none"><li>➤ Review the version update information from Incode to identify the addition of new or modification of existing functionality.</li><li>➤ Develop an actional upgrade project plan to account for the thorough testing and evaluation of the update, including the incorporation of new functionality into the City's business process, prior to completing the update in the Live environment.</li><li>➤ Provide guidance and support for City personnel to complete testing.</li><li>➤ Provide support where needed to update existing documentation with the updated features and functionality.</li></ul> <p>Cost Impact: The Version Update Project Management services are performed for a fixed price of \$9,158, invoiced on execution of this Amendment. Baecore Group will schedule performance of the services on execution of this Amendment. The services are to be completed within 6 weeks. Any extension of the service beyond the initial six weeks will be in one month increments charged \$5,000/month.</p>

The price quoted in this amendment is good through June 1, 2023. Should the Village sign this Addendum after June 1, 2023, Baecore Group reserves the right to review the proposed price prior to execution.

This amendment is effective on execution. The effective date is the date of the last signature.

By\_\_\_\_\_

\_\_\_\_\_  
City of Rochelle

Dat

e\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_  
Baecore Group, Inc.

Dat

e\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

October 24, 2022

Chris Cardott  
City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

Dear Chris,

Thank you for the opportunity to propose services to continue working with and supporting the City with its DTS VUEWorks implementation. This Letter of Engagement outlines the proposed services to support the Phase 2 stage of the VUEWorks implementation. The details of the services are outlined below.

Based on the scope of the Phase 2 activities, the following services are proposed.

### **EAM Advanced Services**

As part of the EAM Advanced Services Baecore Group will complete the following activities:

***Operate as Advanced Application Support*** – Baecore Group will operate as advanced application support for all departments utilizing VUEWorks as of October 2022.

- Patches and updates
- Additional templates and configuration
- Automation and workflow
- Support the onboarding of new staff with training

***Advanced Support Issues*** – As part of the services Baecore Group will:

- Escalate unresolved issues and partner with the Department Heads to determine next steps for issues.
- Monitor support tickets, follow up with Department Heads as needed and escalate unresolved issues internally or with DTS as necessary to achieve resolution.
- Maintain and coordinate communication between Rochelle team members and DTS to support timely reporting and resolution of integration issues.

***Expand System Functionality*** – Baecore Group will support the Department's expansion of the VUEWorks system functionality.

- Monitor patch and release notes from DTS to identify the addition of new and/or modification of existing functionality to support Department workflows and objectives.
- Provide recommendations for process changes to incorporate the new or modified functionality.
- Oversee upgrades to obtain new functionality including developing and managing an upgrade and testing plan, providing coaching and guidance for Rochelle team members to complete testing, and assist with reporting and resolution of issues
- Provide support where needed to document or update existing documentation to incorporate the updated features, functionality, and/or workflows.
- Expand the asset types and work order templates.
- Additional system configuration data import related to pavement condition assessment project. (Baecore Group is not responsible for manipulation of the data for configuration or import into VUEWorks. In other words, the data must be in the required format for Baecore Group to perform the service).

***Implement VUEWorks Advanced Modules*** - Assist with configuring data items for advanced modules including:

- ❖ Condition
- ❖ Risk
- ❖ Valuation
- ❖ Budget Forecasting

### ***Support for Existing VUEWorks Integrations***

***Testing*** – Complete preliminary testing and validate any automation and workflow prior to introducing functionality to the team.

***Monthly Working Session*** – Monthly, Baecore Group will hold a working session with each individual department to work on any outstanding items, issues, or questions related to workflow review, system usage, extended services, training, etc.

## **City of Rochelle Responsibilities**

### **Staff Participation/Availability**

Baecore Group is relying on Department Heads to attend meetings and working sessions, make decisions regarding the workflow and configuration direction, and ensure the correct Rochelle staff members are engaged during their relevant portions of the project. For the services to be completed successfully City staff & leadership will need to attend and actively participate in meetings or calls as needed during the project. To get the best results, active uninterrupted participation in the meetings will be necessary. Any encouragement by City management for staff to be forthcoming will provide the best outcome.

### **Sign Off**

To avoid duplication of effort, delays, or issues Department Head sign off will be required for changes/configuration definition decisions. Sign off will need to be completed before changes or configuration can begin.

### **Timely Reporting & Documentation of Issues**

Over the course of the project, Rochelle team members may encounter issues. This may include issues with the system, challenges or questions with the process changes, or questions about the action items assigned to them. For the project to be a success, Rochelle team members will need to report any issues or questions in a timely manner. In addition, where additional information is requested (such as requesting documentation of the steps with screen shots of an issue encountered in Incode), Baecore Group is relying on Rochelle staff to provide the requested information. Delays or lack of providing this detail, when requested can result in issues being unresolved. In turn, this can reduce the level of improvement that can be achieved during the project.

### **Timing of Services**

The proposed services would be completed January – May 2023.

### **Pricing**

The services are being proposed at a fixed price of \$24,750 invoiced on execution of this Letter of Engagement. Baecore prides itself on being able to deliver cost-effective quality work. We recognize from time to time that our clients' needs change during a project. Should this occur, we will work to meet your needs and make necessary adjustments to the best of our ability.

Rescheduling, requiring additional meeting days due to staff "no show"/unavailability at required meetings, or re-work to complete activities resulting from lack of Rochelle staff participation, incomplete or inaccurate reporting of information or change of requirements/scope may result in additional charges. Baecore Group will provide Rochelle with advanced notice prior to completing work that would incur additional costs.

At any point, should the City wish to suspend/pause services, upon notice, Baecore Group will bill Rochelle for time incurred and provide, to the City, any developed materials in its "as is" condition. In the event the City pauses services, Baecore Group cannot guarantee the availability of resources to resume services at the requested time.

I appreciate the opportunity to work with you. Baecore Group is founded on the principle that our success is continuously dependent on consistently and professionally delivering measurable improvements to our clients and look forward to work with the City of Rochelle to better meet the needs of the residents it serves.

Signature of this agreement does not bind the City to the above projects or services. The City and Baecore may cancel the Agreement with or without cause on thirty days written notice. The City shall be required to make payment for work performed but shall not be required to make payment for any

work unperformed at the time of the termination of the Agreement. If you have any questions, please feel free to contact me at 847-585-1486.

I appreciate the opportunity to work with the City  
of Rochelle. Sincerely,

Mary Smith

---

City of Rochelle

---

Print Name & Title

---

Date



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 WAIVING THE COMPETITIVE BIDDING REQUIREMENTS AND  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH BAECORE  
GROUP FOR ERP AND EAM SERVICES ”, which was adopted by the Mayor and City Council  
of the City of Rochelle on November 28, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of  
the City of Rochelle this 28th day of November, 2022.

---

CITY CLERK