
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AMENDING THE CONTRACT FOR GRANT MANAGEMENT WITH ELLEN
BURGESON TO AN AMOUNT NOT TO EXCEED \$30,000**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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

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

CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION NO. _____

Date Passed:

**A RESOLUTION AMENDING THE CONTRACT FOR GRANT MANAGEMENT WITH ELLEN
BURGESON TO AN AMOUNT NOT TO EXCEED \$30,000**

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 previously entered into a Professional Services Agreement with Ellen Burgeson to provide grant management services related to the City's Sewer Lining Grant project, with compensation not to exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00); and

WHEREAS, Ms. Burgeson has provided valuable grant administration and compliance services in connection with the Sewer Lining Grant and continues to assist the City with project closeout requirements; and

WHEREAS, the City desires to continue utilizing Ms. Burgeson's expertise to identify, evaluate, and pursue additional grant funding opportunities for the benefit of the Water/Water Reclamation Department; and

WHEREAS, securing grant funding for eligible infrastructure projects may reduce the financial burden on the City and its utility ratepayers while advancing important capital improvements; and

WHEREAS, Ms. Burgeson has submitted a revised contract increasing the not-to-exceed compensation amount from Twenty-Four Thousand Five Hundred Dollars (\$24,500.00) to Thirty Thousand Dollars (\$30,000.00) to provide the additional services requested by the City (see attached Exhibit A); 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 continue to utilize the professional

services of Ms. Burgeson and increase the contract amount not to thirty thousand dollars (\$30,000).

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

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

SECTION TWO: The revised Professional Services Agreement with Ellen Burgeson, increasing the not-to-exceed compensation amount from \$24,500.00 to \$30,000.00 for grant management, grant closeout, and grant development services, is hereby approved. The City Manager is authorized to sign the attached Exhibit A.

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

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

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

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

PASSED THIS 13th day of July 2026.

AYES:

NAYS:

ABSENT:

APPROVED THIS 13th day of July 2026.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

Ellen Burgeson
Ellen Burgeson Inc.
P.O. Box 4394
Rockford, IL 61110
815/484-8067

June 2, 2026

Mr. Sam Tesreau
Interim Rochelle City Manager
420 N. 6th Street
Rochelle, IL 61061

Dear Interim City Manager Tesreau::

I have prepared this letter to serve as the agreement between the City of Rochelle (hereinafter referred to as the "CLIENT") and my firm (hereinafter referred to as the "CONSULTANT") for services required to administer DCEO grant #19-242040 which will fund construction of lining of sanitary sewers in the Southeast Rochelle target area. Specifically, the services covered by this agreement include the following:

- Clearing special conditions attendant to the grant award, including the environmental review process.
- Reviewing bid documents and contract documents to ensure inclusion of required information for compliance with federal labor standards and equal opportunity requirements. Obtain a federal wage rate determination for all labor classifications to be used on the project (NOTE - it is the "CITY's" responsibility to provide a copy of the bid documents and contract documents for the sanitary sewer construction to the "CONSULTANT" for her review at least two weeks prior to the date of the first bid advertisement)
- Monitoring bidding process to ensure that the wage rate determinations used in the bid documents are applicable
- Monitoring contract award to ensure that recommended low bidder is in compliance with HUD's eligibility standards
- Monitoring contractor's weekly payrolls and compliance reports for compliance with labor standards requirements
- Monitoring employee interviews for compliance with labor standards requirements
- Resolving discrepancies between payrolls, employee interviews, and wage rate determination
- Monitor required reports for compliance with federal equal opportunity requirements
- Preparing vouchers and expenditure summary reports for drawdown of CDBG funds. Request drawdowns.
- Preparing quarterly reports for submittal to DCEO
- Establishing and maintaining comprehensive filing system in accordance with DCEO's CDBG requirements
- Monitoring the expenditure of CDBG funds for compliance with the uses stated in the grant application and grant agreement
- Monitoring the expenditure of leveraging funds for compliance with the uses stated in the grant application
- Preparing close-out documents upon expenditure of all funds and completion of construction activities in accordance with Department of Commerce and Economic Opportunity requirements

The "CONSULTANT" is not responsible for submittal of audit(s) or any audit-related documents to DCEO. The "CONSULTANT" is also not responsible for CITY's compliance with DCEO auditing regulations and procedures. Upon completion of grant activities, the "CONSULTANT" will deliver project records to the "CITY" and the "CITY" will be solely responsible for retaining records after grant activities are completed. The "CONSULTANT's" responsibilities under this agreement end with close out of grant.

Please note that for the services of my firm as outlined above, we will be compensated at the following hourly rates:

<u>Classification of Employee</u>	<u>Hourly Rate</u>
Grants Consultant	\$105.00
Clerical	\$ 86.00 (estimated)

The rate for Grants Consultant services shall remain in effect through the term of this contract. My firm will also be reimbursed for expenses incurred in performance of my duties such as clerical services, mileage, postage and shipping costs, etc. Please note that any clerical services needed will be provided by staff of Willett Hofmann and Associates at the cost billed to Ellen Burgeson Inc. Invoices for services provided by Ellen Burgeson Inc. under this agreement will be submitted periodically, with payment being due within 30 days of the date of the invoice.

This agreement allowed for extensions if all grant administration tasks could not be completed within the original maximum billing amount. Although the grant is nearing completion, there are still additional administrative tasks to be completed before the grant can be closed out (one or two additional drawdowns of grant funds to be made, preparation and submittal of final reports and monitoring documents, a close-out public hearing to be conducted, etc). To provide sufficient funding for the remaining grant administration tasks, it is proposed that the original agreement shall be extended from the current maximum of \$24,500 to a maximum of \$30,000 for the Grants Consultant's time, to be billed under this agreement at the hourly rate shown above..

It is the understanding of both the "CONSULTANT" and the "CLIENT" that the desired outcome of the services provided under this agreement is completion of all DCEO required grant administration activities and close out of grant #19-242040. However, if additional hours are needed to complete the tasks required to close out grant #19-242040, the "CONSULTANT" will advise the "CLIENT", estimate the time needed to complete the tasks required, and submit an extension to this agreement for the "CLIENT'S" approval. This agreement may not be amended orally, but only by a written document signed by the parties hereto.

Indemnity - The "CLIENT" and "CONSULTANT" shall each hold the other harmless from any acts or decisions made by either of them, with the exception of acts performed at the direction of the other, with regard to services provided hereunder for the preparation of an EDA grant application.

Termination of Agreement - This agreement may be terminated by either party by written notice of termination. If such notice is issued, and except for a breach of this Agreement by the "CONSULTANT", monies due to the "CONSULTANT" for all work done prior to the date of receipt of the notice of termination shall immediately become due and payable, and upon payment the "CONSULTANT" shall deliver all work products to the "CLIENT". A breach of this Agreement shall include but not be limited to such acts as the failure by either party to perform its obligations hereunder this contract. Notice shall be deemed properly given if hand-delivered or sent by United

States mail, postage prepaid to the addresses listed above.

If this agreement meets with your approval, please sign and date as indicated below and return one copy to me.

Sincerely,

Ellen Burgeson Inc.

By: 
Ellen Burgeson
President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the City of Rochelle for services required to administer DCEO grant #19-242040 staff. The services included in this agreement may include but are not limited to:

- Clearing special conditions attendant to the grant award, including the environmental review process.
- Reviewing bid documents and contract documents to ensure inclusion of required information for compliance with federal labor standards and equal opportunity requirements. Obtain a federal wage rate determination for all labor classifications to be used on the project (NOTE - it is the "CITY's" responsibility to provide a copy of the bid documents and contract documents for the sanitary sewer construction to the "CONSULTANT" for her review at least two weeks prior to the date of the first bid advertisement)
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- Preparing close-out documents upon expenditure of all funds and completion of construction activities in accordance with Department of Commerce and Economic Opportunity requirements

By: _____
City of Rochelle

Date

x 

STATE OF ILLINOIS)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Rose Huéramo, City Clerk of the City of Rochelle, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, "A
RESOLUTION AMENDING THE CONTRACT FOR GRANT MANAGEMENT WITH ELLEN
BURGESON TO AN AMOUNT NOT TO EXCEED \$30,000" which was adopted by the Mayor and
City Council of the City of Rochelle on July 13, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Rochelle this 13th day of July 2026.

CITY CLERK