
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. ____

**A RESOLUTION AUTHORIZING AN AMENDED SEWER MAINTENANCE AGREEMENT
WITH THE VILLAGE OF CRESTON**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

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City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
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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, Illinois, an Illinois municipal corporation, operates several utilities including, water, sewer and electric through its municipal enterprise known as Rochelle Municipal Utilities (hereinafter the “RMU”); and

WHEREAS, the City, through its Water Reclamation Department, a division of RMU, entered into a Sewer Maintenance Agreement with the Village of Creston on January 9, 1995, for the provision of certain sewer system maintenance services; and

WHEREAS, the Sewer Maintenance Agreement has been amended from time to time, with the most recent amended agreement becoming effective on July 2, 2019; and

WHEREAS, on July 7, 2026, Adam Lanning attended the Village of Creston Board of Trustees Regular Meeting to discuss proposed amendments to the existing Sewer Maintenance Agreement, including revisions to labor and vehicle cost rates charged for maintenance services; and

WHEREAS, the Village of Creston reviewed and agreed to the proposed rate adjustments; and

WHEREAS, the Water Reclamation Department has determined that the proposed amendments accurately reflect current labor and vehicle operating costs and are in the

best interests of the City and its utility operations, a copy of the proposed amended Sewer Maintenance Agreement is attached herein as 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 authorize and approve an amended Sewer Maintenance Agreement with the Village of Creston.

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 hereby authorize and approve the amended Sewer Maintenance Agreement with the Village of Creston in substantially the same form as attached herein as Exhibit A, the City attorney is authorized review make changes as to form and substance.

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.

APPROVED THIS 10th day of August 2026.

MAYOR

ATTEST:

CITY CLERK

Exhibit A

SEWER MAINTENANCE AGREEMENT (2026)

THIS AGREEMENT MADE this _____ day of _____, 2026, by and between the VILLAGE OF CRESTON, ILLINOIS (hereinafter referred to as “Creston”) and the CITY OF ROCHELLE, ILLINOIS (hereinafter referred to as “Rochelle”),

W I T N E S S E T H :

WHEREAS, Creston and Rochelle entered into an agreement on February 10, 1998, regarding the maintenance of the sanitary sewer system in the Village of Creston, Illinois; and,

WHEREAS, Creston and Rochelle also entered into a Sewer Maintenance Agreement on May 1, 2011 regarding additional maintenance services to be provided by Rochelle to Creston; and,

WHEREAS, the Village of Creston has requested a modification of said agreement to provide for locating services for water and sewer by Rochelle to Creston; and,

WHEREAS, Creston is in need of personnel and equipment for the maintenance of its sanitary sewer system and for the locating of its water and sewer mains; and

WHEREAS, Rochelle has personnel and equipment and is able to provide sanitary sewer maintenance and locating services to Creston; and,

WHEREAS, the parties desire to enter into an agreement whereby Rochelle will provide personnel and equipment for the maintenance of the sanitary sewer system and for the locating and making of water and sewer mains in Creston in exchange for payment by Creston in accord with a payment schedule as incorporated herein,

NOW THEREFORE, in consideration of the mutual promises of the parties together with other good and valuable consideration, the Village of Creston and City of Rochelle agree as follows:

1. Rochelle will provide personnel and equipment of the routine maintenance of the Creston Lift Station, Creston Commons Station and provide, as necessary, the maintenance of the sanitary sewer collection system in Creston. Creston agrees that it will be charged by Rochelle

on an hourly and per call basis according to the rate schedule listed in paragraph 4 below.

This rate schedule shall be reviewed annually with any changes agreed to by both parties.

2. The routine preventative maintenance and operation inspections of the lift station and sanitary sewer system shall consist of the following:

Weekly maintenance:

- Check motor amps for each pump
- Run both pumps on hand, look and listen for abnormalities
- Check wet well for any abnormalities
- Record hours on stand-by generator
- Record flow meter reading

Monthly maintenance:

- Pull and clean floats
- Check Float operation
- Check alternator
- Check all lights

Semi-annual maintenance

- Clean wet well
- Pull pumps and wash down
- Perform preventative maintenance for generator

Annual maintenance:

- Check seal oil
- Check bottom plate adjustments
- Check cable for damage
- Measure pump for rate via drawdown

Emergency maintenance:

- Complete repairs that require immediate attention
- Manage any repair that requires a subcontractor

Rochelle will maintain records of all maintenance of the system by a licensed operator for the benefit of Creston if, and when, required by state and federal agencies.

3. Should an emergency repair of the Creston Lift Station be required, Rochelle Water Reclamation personnel will be authorized to make expenditures not to exceed \$1500 without authorization of an agent of the Village of Creston.
4. Rochelle will perform locating services for water and sewer mains within the Village of Creston and respond to JULIE notices on behalf of the Village of Creston under the following terms and conditions:
 - a. The City of Rochelle's charges shall be those as set forth in Paragraph 5 below.

- b. Creston will furnish Rochelle with as-built maps of its water and sewer distribution and collections systems that Rochelle will be able to use as a guide in locating Creston's water and sewer mains.
- c. Rochelle will not be responsible for damages that would occur from water and sewer mains and services which are not shown or shown incorrectly on the maps provided by Creston.
- d. With regard to PVC lines, Rochelle will attempt to locate PVC lines if the line contains a tracer wire. If it does not contain a tracer wire, Rochelle will notify Creston and Creston will be responsible for having personnel on site during an excavation.
- e. Rochelle shall respond to JULIE requests on a priority basis. All "RUSH" locates will be done as an emergency and subject to overtime rates.
- f. Billing for the location services will be itemized on the monthly bill sent to Creston which will also include lift station and sewer maintenance charges.
- g. Creston will be responsible for submitting the paperwork and membership fees to JULIE. Creston will designate the Village of Creston as a member utility and be assigned a member code. Rochelle will be designated as the contracted locator. As part of Creston's member information, it will direct JULIE to send all locate notices to an e-mail address to be provided by Rochelle for that purpose. Rochelle will submit printed copies of all completed Creston Member Code locates to the Village of Creston.

5. Fee Schedule for Maintenance, Inspections and Other Repairs made by Rochelle:

Labor person	\$61/hr
Over-time	\$92/hr
Sunday Over-time	\$122/hr
Holiday Over-time	\$153/hr
Vactor Truck Usage	\$200/hr
Utility Truck Usage	\$20/hr

Use of other equipment will be charged at the usual and customary cost of such equipment.

- 6. Either party may terminate this agreement 30 days after giving the other party notice of its intent to terminate this agreement.
- 7. This agreement shall become effective upon approval by the Village of Creston and City of Rochelle.

CITY OF ROCHELLE, ILLINOIS,

BY: _____
, City Manager

VILLAGE OF CRESTON, ILLINOIS

BY: _____
Its President

Attest: _____
Secretary

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 AUTHORIZING AN AMENDED SEWER MAINTENANCE AGREEMENT WITH THE VILLAGE OF CRESTON,” which was adopted by the Mayor and City Council of the City of Rochelle on August 10, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of August 2026.

CITY CLERK