



City Council Meeting Agenda

City Hall, Second Floor
425 E. State Street
Rockford, IL 61104
www.rockfordil.gov

Monday, July 13, 2026
5:45 PM

SPECIAL MEETING

The following represents, in general, the chronological order of proceedings at the City Council/Committee Meetings: Call to Order, Invocation, Pledge of Allegiance, Public Speaking and City Council/Committee Agendas.

Meeting will be live streamed on Channel 17 and via this link:
<https://rockfordil.legistar.com/Calendar.aspx>.

Items appearing on the City Council Standing Committee Agendas for today's date may receive a vote at committee and come before the City Council meeting tonight held after the committee meeting. Final vote may be taken on said items at the City Council meeting.

I. CALL TO ORDER

A. Roll Call

II. MOTIONS AND RESOLUTIONS

A. Planning and Development Committee

B. Code and Regulation Committee

C. Finance and Personnel Committee

1. Settlement Agreement with Maccabee Capital, LLC for property damage to 401 East State Street in the amount of \$231,272.51. [26-00848](#)

III. ADJOURNMENT

THE CITY OF ROCKFORD INTENDS TO COMPLY WITH THE INTENT AND SPIRIT OF THE AMERICANS WITH DISABILITIES ACT. IF A SIGN LANGUAGE INTERPRETER, PERSONAL P.A. SYSTEM, OR OTHER SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CALL THE LEGAL DEPARTMENT AT (779) 348-7391 AT LEAST 48 HOURS IN ADVANCE, SO WE CAN BE PREPARED TO ASSIST YOU.



16961 Comly Rd.
 Pecatonica, IL 61063
 PH. 815-618-5837

To: City of Rockford	Contact:
Address: 425 E. State St. Rockford, IL 61104	Phone:
Project Name: 401 EAST STATE ST REPAIR	Bid Number:
Project Location:	Bid Date: 1/30/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001	TEMP SHORING & PROTECTION	1.	1.00 LS	\$19,602.00	\$19,602.00
002	ENGINEERING	2.	1.00 LS	\$18,344.00	\$18,344.00
003	DEMO OF REINFORCED SLAB		1.00 LS	\$14,262.00	\$14,262.00
004	MASONARY REMOVE & REINSTALL		1.00 LS	\$12,548.00	\$12,548.00
005	WATER PROOFING OF REINFORCED SLAB		1.00 LS	\$18,500.00	\$18,500.00
006	CONCRETE REPAIR WITH STEEL BEAM REPLACEMENT		1.00 LS	\$64,500.00	\$64,500.00
007	HMA PAVEMENT REPAIR		1.00 LS	\$3,500.00	\$3,500.00
008	PAVEMENT MARKINGS		1.00 LS	\$1,835.00	\$1,835.00
009	INTERIOR REPAIRS	3.	1.00 LS	\$12,500.00	\$12,500.00

AMENDMENT: \$115,145.00
Total Bid Price: ~~\$165,591.00~~

UEP INTERIOR \$115,770.01

1. PAID FOR BY CITY OF ROCKFORD. INVOICE 25-280-1. 2/26/26 \$230,915.00%
2. PAID FOR BY CITY OF ROCKFORD. LARSON AND DARBY THROUGH DPI. INVOICE 25-280-1. 2/26/26
3. INTERIOR REPAIRS SUPERSEDED BY. QUOTE PROVIDED BY UEP (KOJA CONSTRUCTION, FLOOR/CARPET LAM, KELSO BURNETT)

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: DPI Construction, Inc. Authorized Signature: _____ Estimator: Ryan Hathaway (815) 618-5837 Estimating@dpi.construction
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16961 Comly Rd.
 Pecatonica, IL 61063
 PH. 815-618-5837

Cost Detail

Project Name: 401 EAST STATE ST REPAIR	Customer: City of Rockford
Job Number:	Billing Address: 425 E. State St.
Bid As:	Rockford, IL 61104
Estimator: Ryan Hathaway	Phone:
Project Address:	Contact:
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 001 - TEMP SHORING & PROTECTION — PAID DIRECTLY BY CITY OF ROCKFORD	1.00	LS	\$16,028.00	\$16,028.00
D Temporary Shoring	1.00	LS	\$16,028.00	\$16,028.00
Temporary Shoring (1.00 LS/DY, 1.00 DY)	1.00	LS	\$7,072.00	\$7,072.00
Pickup Truck [3]	8.00	HR	\$15.00	\$360.00
Laborer - Base (#1035B)Boone Co. [5]	8.00	HR	\$97.00	\$3,880.00
Rubber Tire Skidsteer	8.00	HR	\$55.00	\$440.00
20K Excavator	8.00	HR	\$53.00	\$424.00
Operating Engineer - Crane/Blade/Forklift (#150B) Class 3000 [2]	8.00	HR	\$123.00	\$1,968.00
Struct Steel Misc Access	1.00	LB	\$600.00	\$600.00
Structural Steel Misc	2,552.00	LB	\$3.00	\$7,656.00
Temp Support Posts	2.00	EACH	\$350.00	\$700.00
D 002 - ENGINEERING — PAID DIRECTLY BY CITY OF ROCKFORD	1.00	LS	\$15,000.00	\$15,000.00
S Structural Engineer (Larson & Darby Group)	1.00	LS	\$15,000.00	\$15,000.00
D 003 - DEMO OF REINFORCED SLAB	1.00	LS	\$11,664.00	\$11,664.00
D Demolition	1.00	LS	\$11,664.00	\$11,664.00
Concrete Removal (0.50 LS/DY, 2.00 DY)	1.00	LS	\$9,504.00	\$9,504.00
Pickup Truck [2]	16.00	HR	\$15.00	\$480.00
20K Excavator [2]	16.00	HR	\$53.00	\$1,696.00
Indeco Hammer	16.00	HR	\$12.00	\$192.00
Laborer - Foreman (#32B) Winnebago & Dekalb [2]	16.00	HR	\$100.00	\$3,200.00
Operating Engineer - Crane/Blade/Forklift (#150B) Class 3000 [2]	16.00	HR	\$123.00	\$3,936.00
Trucking (Tandem)	16.00	HR	\$135.00	\$2,160.00
D 004 - MASONRY REMOVE & REINSTALL	1.00	LS	\$10,260.00	\$10,260.00
S Masonry (Mike Harris Masonry Contractor)	1.00	LS	\$6,500.00	\$6,500.00
D Interior Building Demo	1.00	LS	\$3,760.00	\$3,760.00
Building Demolition Crew (1.00 LS/DY, 1.00 DY)	1.00	LS	\$3,760.00	\$3,760.00
20K Excavator	8.00	HR	\$53.00	\$424.00
Laborer - Base (#32) Winnebago & Dekalb [2]	8.00	HR	\$97.00	\$1,552.00

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 004 - MASONRY REMOVE & REINSTALL continued)				
 Operating Engineer - Crane/Blade/Forklift (#150B) Class 3000	8.00	HR	\$123.00	\$984.00
 Laborer - Foreman (#32B) Winnebago & Dekalb	8.00	HR	\$100.00	\$800.00
D 005 - WATER PROOFING OF REINFORCED SLAB	1.00	LS	\$15,118.67	\$15,118.67
 Install Waterproofing	600.00	SF	\$25.20	\$15,118.67
 Install Waterproofing (450.00 SF/DY, 1.33 DY)	600.00	SF	\$3.70	\$2,218.67
 Pickup Truck	10.67	HR	\$15.00	\$160.00
 Carpenter - Journeyman (#792)	10.67	HR	\$96.00	\$1,024.00
 Laborer - Base (#32) Winnebago & Dekalb	10.67	HR	\$97.00	\$1,034.67
 Waterproofing	600.00	SF	\$21.50	\$12,900.00
D 006 - CONCRETE REPAIR WITH STEEL BEAM REPLACEMENT	1.00	LS	\$38,096.36	\$38,096.36
 Structural Repair Of Concrete	600.00	SF	\$48.91	\$29,346.36
 Concrete Removal Struct Repair Of Concrete (300.00 SF/DY, 2.00 DY)	600.00	SF	\$8.61	\$5,168.00
 Laborer - Base (#32) Winnebago & Dekalb	16.00	HR	\$97.00	\$1,552.00
 Laborer - Foreman (#32B) Winnebago & Dekalb	16.00	HR	\$100.00	\$1,600.00
 Pickup Truck	16.00	HR	\$15.00	\$240.00
 Air Compressor	16.00	HR	\$25.00	\$400.00
 Jackhammers	16.00	HR	\$15.00	\$240.00
 50K Excavator	16.00	HR	\$71.00	\$1,136.00
 Form/Pour Struct Repair Of Concrete Less Than 5" (150.00 SF/DY, 4.00 DY)	600.00	SF	\$25.51	\$15,303.36
 Pickup Truck	32.00	HR	\$15.00	\$480.00
 60' Jlg Crawler Manlift	32.00	HR	\$74.23	\$2,375.36
 Carpenter - Foreman (#792)	32.00	HR	\$99.00	\$3,168.00
 Carpenter - Journeyman (#792)	32.00	HR	\$96.00	\$3,072.00
 Laborer - Base (#32) Winnebago & Dekalb [2]	32.00	HR	\$97.00	\$6,208.00
 Form Access/Forms	600.00	SF	\$1.00	\$600.00
* Dump Fees (Concrete)	5.00	LOAD	\$55.00	\$275.00
* Trucking (Tandem)	24.00	HR	\$125.00	\$3,000.00
 Class SI/PV Concrete	25.00	CY	\$200.00	\$5,000.00
 Structural Steel	3,500.00	LB	\$2.50	\$8,750.00
D 007 - HMA PAVEMENT REPAIR	1.00	LS	\$6,472.35	\$6,472.35
 Construct HMA Pavement	33.00	SY	\$196.13	\$6,472.35
 Place HMA (33.00 SY/DY, 1.00 DY)	33.00	SY	\$165.37	\$5,457.35
 Laborer - Base (#1035B)Boone Co. [2]	8.00	HR	\$97.00	\$1,552.00
 Operating Engineer - Crane/Blade/Forklift (#150B) Class 3000 [2]	8.00	HR	\$123.00	\$1,968.00
 Track Skidsteer	8.00	HR	\$55.00	\$440.00
 Pickup Truck	8.00	HR	\$15.00	\$120.00
 48" Double Drum Roller	8.00	HR	\$17.17	\$137.35
 Asphalt Paver	8.00	HR	\$55.00	\$440.00
 Laborer - Foreman (#32B) Winnebago & Dekalb	8.00	HR	\$100.00	\$800.00
 Hot Mix Asphalt	8.00	TON	\$80.00	\$640.00
* Trucking (Semi)	0.00	HR	\$135.00	\$0.00
* Trucking (Tandem)	3.00	HR	\$125.00	\$375.00
D 008 - PAVEMENT MARKINGS	1.00	LS	\$1,500.00	\$1,500.00

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 008 - PAVEMENT MARKINGS continued)				
Pavement Markings (Countryman, Inc.)	1.00	LS	\$1,500.00	\$1,500.00
D 009 - INTERIOR REPAIRS - SUPERSEDED BY UEP	1.00	LS	\$9,578.17	\$9,578.17
Interior Building	1.00	LS	\$9,578.17	\$9,578.17
Interior Building (0.33 LS/DY, 3.00 DY)	1.00	LS	\$8,078.17	\$8,078.17
Pickup Truck	24.00	HR	\$15.00	\$360.00
Cutoff Saw	24.00	HR	\$12.59	\$302.17
Laborer - Base (#32) Winnebago & Dekalb [2]	24.00	HR	\$97.00	\$4,656.00
Laborer - Foreman (#32B) Winnebago & Dekalb	24.00	HR	\$100.00	\$2,400.00
Jackhammers	24.00	HR	\$15.00	\$360.00
Precast Drop Box	1.00	EACH	\$1,500.00	\$1,500.00

Indirect Items

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
D General Conditions	1.00	LS	\$550.00	\$550.00
Project Manager	0.00	HR	\$0.00	\$0.00
Project Superintendent	1.00	LS	\$0.00	\$0.00
Mobilization	0.00	EACH	\$0.00	\$0.00
Small Tools	0.00	HR	\$0.00	\$0.00
Concrete QC	0.00	EACH	\$0.00	\$0.00
Building Permit	1.00	LS	\$0.00	\$0.00
Site Cleanup	1.00	LS	\$0.00	\$0.00
Dumpsters	1.00	EACH	\$550.00	\$550.00

Direct Cost Totals

	Amount	Percent of Direct Cost
Labor:	\$45,354.67	36.66%
Equipment Owned:	\$11,206.89	9.06%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$38,346.00	30.99%
Subcontracted:	\$23,000.00	18.59%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$5,810.00	4.70%
Plug:	\$0.00	0.00%
Direct Cost:	<u>\$123,717.55</u>	

Indirect Cost Totals

	Amount	Percent of Indirect Cost
Labor:	\$0.00	0.00%
Equipment Owned:	\$0.00	0.00%
Equipment Rented:	\$0.00	0.00%
Materials Owned:	\$0.00	0.00%
Materials Purchased:	\$550.00	100.00%
Subcontracted:	\$0.00	0.00%
Trucking Owned:	\$0.00	0.00%
Trucking Hired:	\$0.00	0.00%
Miscellaneous:	\$0.00	0.00%
Plug:	\$0.00	0.00%
Indirect Cost:	<u>\$550.00</u>	

Pay Item Summary

	Amount	Percent of Bid Price
Total Direct Cost:	\$123,717.55	74.71%
Total DC Adds/Cuts:	\$0.00	0.00%
Total Indirect Cost:	\$550.00	0.33%
Total Bond:	\$1,799.00	1.09%
Total Overall Cost:	\$126,066.55	76.13%
Total Overhead:	\$0.00	0.00%
Total Profit:	\$39,524.45	23.87%
Total Margin:	\$39,524.45	23.87%
Total Bid Price:	<u>\$165,591.00</u>	



1238 Shappert Dr. Machesney Park, IL 61115

CONTACT: Chad Oates

PHONE: 815-543-6907

FAX: 779-210-4213

EMAIL: chad@kojaconstruction.com

KOJA Job #

Furnished & Installed	Yes
Furnished Materials Only	No
Scope Letter	No
Cert. AFL/CIO Union Labor	Yes
Freight Included	Yes
Sales Tax Included	Yes

SUBMITTED TO: UEP

PROJECT: 401 E. State St. City Repairs

BID DATE: 5/19/2026 PLAN DATES: _____

ADDENDUMS RECEIVED #1 THRU: _____

BID SUMMARY: PER PLANS & SPECS: No

BASE BID _____ \$65,200.00

SCOPE of WORK

Remove wall paper, guardz wall, patch cracks and holes, skim walls smooth ready for primer and paint by others. Supply and install new ceiling grid, and mid level reveal tile. Both white in color.

CLARIFICATIONS:

Certificate of insurance based on KOJA's standard coverage and limits. Sample certificate available upon request

Standard one year warranty on KOJA's scope of work from substantial completion applies.

Notice to proceed to be given within 30 days of proposal date or material increases may need to be passed along.

EXCLUSIONS:

No demolition of drywall, ACT, or any other work misc. demo and no temp. barriers, dust partitions, floor protection, assumed by GC.

No painting

No dumpsters, provided by general contractor.

No OT, shiftwork, or phased work figured in base bid, normal working hours assumed.

No pre-fabrication of MEP devices that can impact KOJA's quality, production, or standard install processes.

No level 5, Tuff hide Primers, textures.

No Plaster patching, EIFS, or painting of existing EIFS.

No In pro corners, corner guards, or wall protection

No wall Base patching if wall base is removed on existing walls.

No metal trims, vents, Fry-Reglets, access panels, low wall supports

No insulation over ceilings, fireproofing/patching, acoustical outlet boxes pads, hanger wires for lights, or MEPFS drywall/ACT patching.

No metal backing, wood blocking, plywood sheathing, rough/finish carpentry, FRP, wall protection, flashing, wall caps, doors/hardware.

No AV barrier, mock-ups, metal panels, siding, girts, mineral wool for girts, attic vents, spray foam, rigid foam, or EFIS.

No framing or wood framing is assumed on recessed openings for toilet accessories, fire cabinets, etc., assumed by GC or others.

No sealing/caulking around MEPFS penetrations above ceiling or caulking of dissimilar material, i.e., conduits, ducts, sprinklers, etc.

No testing, permits, or inspections for cold-formed framing are assumed in KOJA's scope of work.

No environmental conditions-including but not limited to fans, heat, AC, dehumidifiers. Climate control is expected per specifications.

This proposal shall become part the contract documents.

Textura is not assumed for billing purposes. No liquidated damages or liable for bonds unless detailed per specifications.

No other scope of work is assumed by KOJA unless noted above.

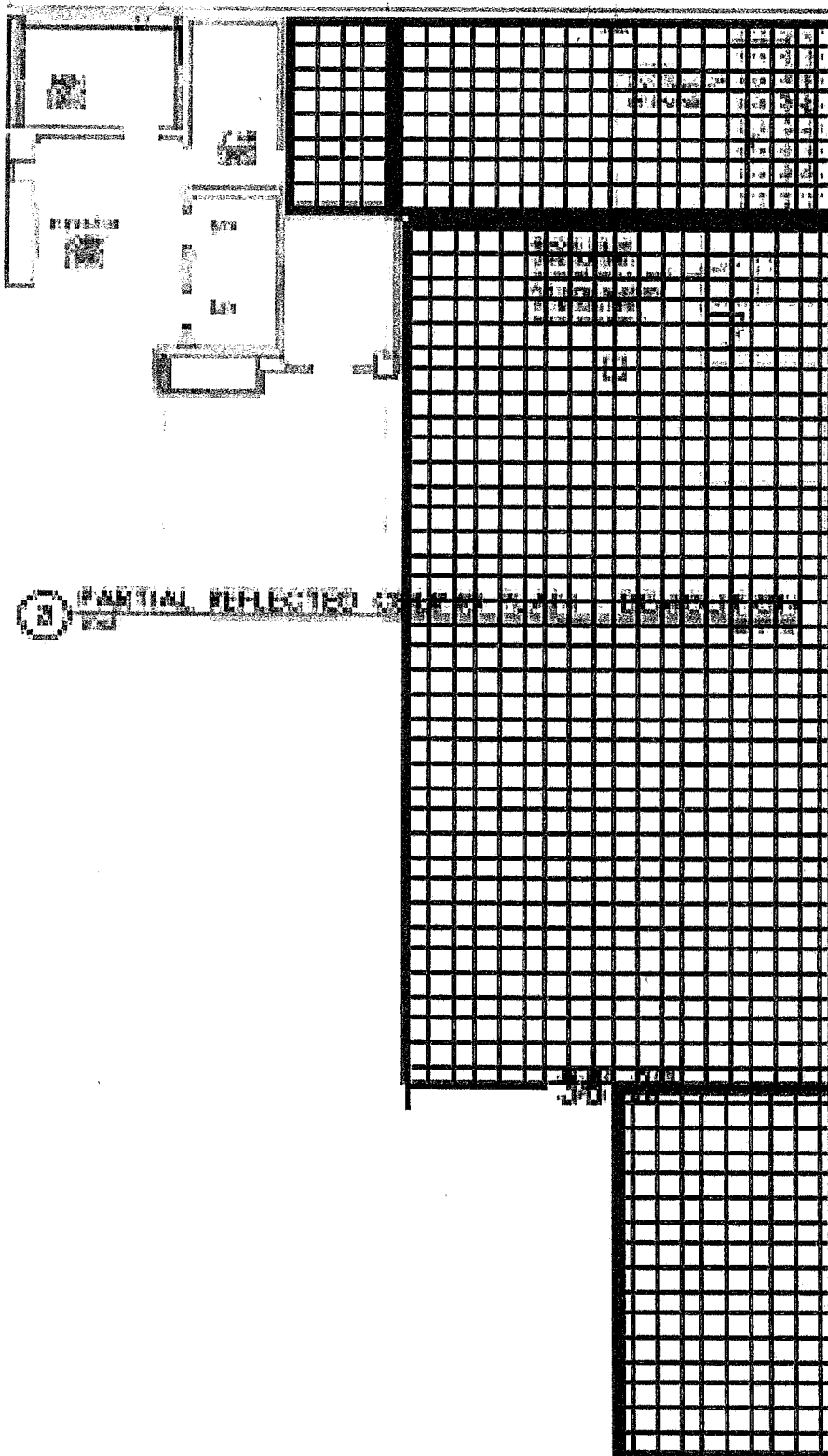


STEEL STUDS - DRYWALL - ACOUSTICAL CEILINGS - FIREPROOFING - PLASTER - EIFS

① PARTIAL BASEMENT PLAN - DEMOLITION

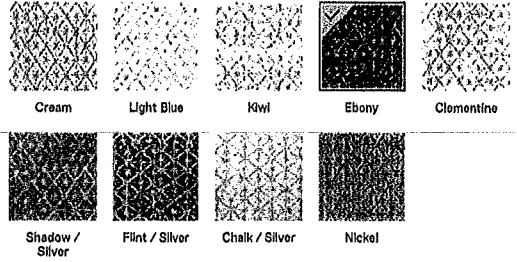
① 1 - 2x2 ACT-reveal - 4,005 SF ; 477 LF

② 2 - WALL PAPER REMOVE-GUARDIZ AND S



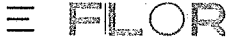
①
 DEMOLITION WORK
 CONSTRUCTION PERMIT
 AND DEMOLITION PERMIT
 IS REQUIRED FOR THIS
 PROJECT. THE PERMIT
 HOLDER SHALL BE RESPONSIBLE
 FOR OBTAINING THE NECESSARY
 PERMITS AND FOR THE PROTECTION
 OF ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE
 RESPONSIBLE FOR THE PROTECTION
 OF ALL UTILITIES AND STRUCTURES
 TO REMAIN.

② PARTIAL REFLECTED WALL DEMOLITION

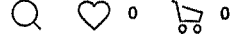


2. CHOOSE TILE QUANTITY ^

Enjoy 25% Off Sitewide! Exclusions apply

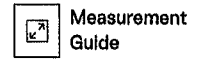


Search...



5' x 7' 12 tiles 8' x 10' 30 tiles 10' x 12' 42 tiles **Custom size 999 tiles**

Enter Number of Items: — 999



FLOR tiles come in 19.7" x 19.7" squares (50cm x 50cm) **LEARN MORE** →

3. ADD CUTS Optional ^

You can use cut pieces to achieve your ideal rug dimensions, as a design element with your rug, or to properly proportion a border with an inset.

ADD CUT TILES \$3.50 EACH +

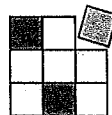
\$19,970.01 for 999 tiles

*+\$600
GLUE/MISC. MAT.*

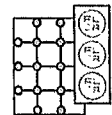
SAMPLE WITH SWATCHES (+\$2.00 EACH)

ADD TO CART

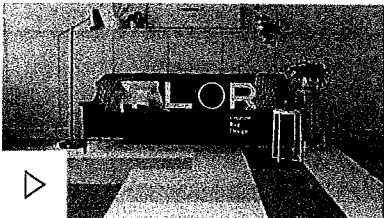
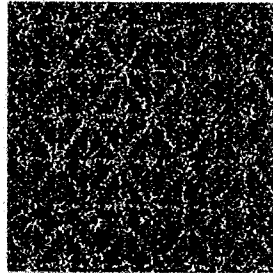
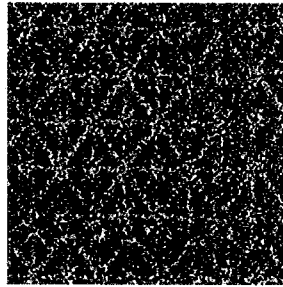
0% APR or as low as \$693/mo with **affirm**.
[See if you qualify](#)



HOW IT WORKS



FLOR DOTS



25% OFF SITEWIDE

VINTAGE VIBE - EBONY



\$19.99 per tile

A modern take on a traditional Moroccan rug style. This diamond patterned rug features subtle, natural imperfections to honor the ancient weaving technique it mimics. Now available in metallic options. This is a random pattern and no two carpet tiles are alike. The pattern will not align.

Item No. 21-1385

BUILD A RUG

DESIGN YOUR OWN

1. CHOOSE COLOR **Ebony**



SAMPLE WITH SWATCHES (+\$2.00 EACH)





A GMS COMPANY

Badgerland Supply
809 Watson Avenue
Madison, WI 53725

Quote Number: 875466
Quote Status: Quote In Process
Customer No: 1891
Sales Rep: dosgood@badgerlandsupply.com

Date Created: 05/18/2026
Quote Acceptance Date: 06/17/2026
Job End Date: 06/30/2026
Last Updated: 05/18/2026

Billing Information:

COD CHERRY VALLEY
VERIFY PAID BEFORE DELIVERY
1675 HUNTWOOD DR
CHERRY VALLEY, IL 61016-9560
United States
8153324124

Delivery Information:

401 E STATE ST
401 East State Street
Rockford, IL 61104
United States

#	Code	Description	Quantity	Selling UOM	Price	Total
1	CERBET-197	5/8 in x 2 ft x 4 ft CertainTeed Baroque Trim Panel / White - BET-197	56	CTN	\$38.59 / CTN \$603.00 / MSF	\$2,161.15
2	CEREZCS12-12-15	12 ft x 1 1/2 in CertainTeed 15/16 in EZ Stab Classic System Main Runner / White - EZCS12-12-15	80	PCS	\$8.36 / PCS \$697.00 / MLF	\$669.12
3	CEREZCS4-12-12	4 ft x 1 1/2 in CertainTeed 15/16 in EZ Stab Classic System Cross Tee / White - EZCS4-12-12	480	PCS	\$2.53 / PCS \$632.00 / MLF	\$1,213.44
4	CEREZCS2-12-12	2 ft x 1 1/2 in CertainTeed 15/16 in EZ Stab Classic System Cross Tee / White - EZCS2-12-12	480	PCS	\$1.26 / PCS \$632.00 / MLF	\$606.72
5	CERWA14-14WHT	12 ft x 7/8 in x 7/8 in CertainTeed Traditional Standard Wall Angle / White - WA14-14	40	PCS	\$5.96 / PCS \$497.00 / MLF	\$238.56
6	12HW12-140	12 ft x 12 Gauge Hanger Wire	140	EACH	\$1.04 / EACH \$145.30 / BDL	\$145.24

Add'l Charges:	DEL50: \$50.00
	Credit Card Surcharge 2%: \$100.68
	FSC40: \$40.00

Subtotal:	\$5,034.23
Shipping:	\$0.00
Extra Charge - Taxable:	\$0.00
Tax:	\$404.93
Add'l Charges:	\$190.68

Extra Charge:	\$0.00
Total:	\$5,629.84

Quote Terms

1. **All escalators beyond 90 days are for budgetary purposes only.**
2. **Acceptance period for a quote is thirty days from the date of that quote.**
3. Prices are not to exceed quoted numbers.
4. Quoted prices may be subject to sales tax.
5. Additional charges for exceptionally difficult deliveries such as elevators, holsts, and walk-ups may be added to quoted prices. We recommend consulting with your representative before having your project stocked with material.
6. Returns of stock materials are subject to an amount up to 30% restocking fee and must be approved in advance.
7. Orders for non-stock items are non-returnable once produced by the manufacturer.
8. Any damage of (or) loss incurred during delivery must be noted and signed on the delivery ticket at time of delivery.
9. All prices billed based on product ship date.
10. **This bid quotation is subject to the availability of goods. Seller does not represent or warrant that the goods referenced in this bid quotation will be available for purchase or delivery on any given date.**
11. **All prices based on date of jobsite delivery and not customer PO date.**
12. **Additional steel charges: minimum \$3.00 cut charge for all steel materials under 2', minimum \$1.50 cut charges for all steel materials between 2' and 6'2".**

This quote is also governed by the terms and conditions here: <https://www.gms.com/terms-conditions>



DATE: July 8, 2026 (rev 7/1/26)
TO: Charlotte Hoss, City Attorney
FROM: Scott Sanders, Director of Public Works
RE: Settlement Agreement 401 East State Street

On December 23, 2025, damage occurred to private property at 401 East State Street as part of construction activity related to repair of a watermain break in the immediate area. The City of Rockford moved immediately to effect necessary temporary shoring and waterproofing of the impacted property (completed by DPI Construction). The City has also paid to have professional structural engineering plans prepared for the necessary repairs (completed by Larson and Darby).

We have been in discussion with the property owner, Urban Equity Properties, and mutually agree that a one-time settlement payment from the City of Rockford to cover estimated repair costs, and subsequent release of any future liability associated with the event is the preferable approach to resolving this matter.

A proposed Settlement Agreement amount is based on the following estimates of probable construction costs:

1. Demo of Reinforced Slab:	\$14,262.00
2. Masonry Remove and Reinstall:	\$12,548.00
3. Water Proofing of Reinforced Slab:	\$18,500.00
4. Concrete Repair with Steel Beam Placement:	\$64,500.00
5. HMA Pavement Repair:	\$ 3,500.00
6. Pavement Markings:	\$ 1,835.00
7. Acoustical Ceiling and Drywall Repair:	\$65,200.00
8. Flooring/Carpet Replacement:	\$35,570.01
9. Electrical Repair	\$15,000.00
10. <u>Plan Review/Permit Fees</u>	<u>\$ 357.50</u>

11. Total: **\$231,272.51**

A handwritten signature in black ink, appearing to be "S. Sanders", is located below the table.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into as of this ___ day of _____, 2026 (“Effective Date”), by and between the City of Rockford, an Illinois municipal corporation (“City”) and Maccabee Capital, LLC, an Illinois Limited Liability Company (“Claimant”). City and Claimant are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on or about December 23, 2025, certain property damage occurred at or affecting property located at 401 E. State Street, Rockford, Illinois (“Property”) and owned by Claimant when the City was engaged in construction activity related to repair of a watermain break; and

WHEREAS, Claimant alleges that in conducting this repair, the City, through its agents, employees, or operations, caused or contributed to property damages at the Property, including but not limited to damage to the basement of the Property (“Property Damage”); and

WHEREAS, the City paid for the immediate stabilization of the Property and professional structural engineering plans for the necessary repairs to the Property; and

WHEREAS, no litigation has been commenced regarding the Property Damage; and

WHEREAS, the Parties desire to avoid the expense, inconvenience, and uncertainty of litigation and wish to resolve all disputes, claims, and controversies between them arising from or related to the Property Damage; and

WHEREAS, the Parties have engaged in good faith negotiations and have agreed to settle all disputes, claims, and controversies between them on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Definitions.

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

“Claim” means any and all claims, demands, causes of action, suits, debts, obligations, liabilities, damages, losses, costs, expenses, attorneys’ fees, and any other legal or equitable remedies of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent.

“Released Parties” means the City and its past, present and future officials, officers, employees, agents, representatives, attorneys, insurers, successors, and assigns.

II. Settlement Terms.

Subject to the terms and conditions of this Agreement, the City agrees to pay to Claimant the sum of two hundred thirty one thousand two hundred seventy-two and 51/100 dollars (\$231,272.51) (“Settlement Amount”) in full and complete settlement of all Claims arising from or related to the Property Damage.

The City shall make payment of the Settlement Amount to Claimant in one lump sum payment within five (5) business days of the Effective Date.

All payments under this Agreement shall be made by ACH transfer payable to Maccabee Capital, LLC and delivered to:

JP Morgan Chase Bank
Maccabee Capital LLC
Acct # 569211266
Routing # 071000013

III. Release of Claims

In consideration of the payment of the Settlement Amount and the other terms of this Agreement, Claimant, on behalf of itself and its heirs, executors, administrators, successors, and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges the Released Parties from any and all Claims arising from, related to, or in any way connected with the Property Damage, including but not limited to:

- A. All Claims for property damage, diminution in property value, loss of use, and any consequential damages;
- B. All Claims for costs of repair, restoration, replacement, or remediation;
- C. All Claims for compensation, reimbursement, or damages of any kind arising from the Property Damage;
- D. All Claims that could have been asserted in any litigation related to the Property Damage; and
- E. All Claims whether known or unknown, suspected or unsuspected, that exist as of the Effective Date.

Notwithstanding the foregoing, this release does not extend to claims for enforcement of this Agreement or claims arising from events occurring after the Effective Date.

IV. Representations and Warranties.

Claimant represents and warrants to the City that:

- A. Claimant has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary organizational action.
- B. Claimant is the sole and lawful owner of all Claims being released under this Agreement and has not assigned, transferred, or conveyed any such Claims to any other person or entity.
- C. Claimant is the owner of the Property and has the right to enter into this Agreement.
- D. There are no liens, security interests, or other encumbrances on the Claims being released that would prevent Claimant from releasing such Claims pursuant to this Agreement.

The City represents and warrant to Claimant that:

- A. The City has full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary municipal action.
- B. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms.
- C. The execution and performance of this Agreement does not violate any applicable law, ordinance, regulation, or any agreement to which the City is a party.

V. Indemnification.

Claimant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims asserted by any third party arising from or related to:

- A. Any breach by Claimant of any representation, warranty, or covenant contained in this Agreement.
- B. Any claims by any person or entity claiming through or under Claimant with respect to the Property Damage; or
- C. Any lien, security interest, or other encumbrance on the Claims released hereunder.

If any Claim subject to indemnification under this Agreement is asserted against a Released Party, the City shall provide prompt written notice to Claimant and Claimant shall assume the defense of such Claim at its sole cost and expense, using counsel reasonably acceptable to the City.

VI. Miscellaneous Provisions.

- A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, representations, and agreements, whether written or oral, relating to such subject matter.
- B. Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.
- C. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of state of Illinois, without regard to its conflicts of law principles. Venue for any action brought under this Agreement shall lie in Winnebago County, Illinois.
- D. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way, and the Parties agree to negotiate in good faith to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, business, and other purposes of the stricken provision.
- E. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy precludes any other or further exercise thereof.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.
- G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.
- H. Assignment. Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- I. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given:
 - 1. When delivered personally;
 - 2. One business day after being sent by reputable overnight courier service;
 - 3. Three business days after being sent by certified or registered mail, return receipt requested, postage prepaid; or

4. When sent by email, if sent during normal business hours, or if not, then on the next business day.

All notices shall be sent to the addresses set forth below or to such other address as either Party may designate by written notice to the other Party:

If to City:
City of Rockford
Attn: Public Works Director
425 E. State Street
Rockford, IL 61104

With a copy to:
City of Rockford
Attn: Legal Director
425 E. State Street
Rockford, IL 61104

If to Claimant:
Maccabee Capital, LLC
134 N. 1st Street
Rockford, IL 61107

With a copy to:
Jeffrey P. Orduno, Attorney at Law
P.O. Box 4744
Rockford, IL 61110

J. Construction. The Parties acknowledge that each Party and its counsel have reviewed and participated in the drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be applied in the interpretation of this Agreement.

K. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the date first written above.

MACABEE CAPITAL, LLC,
AN ILLINOIS LIMITED
COMPANY

CITY OF ROCKFORD,
AN ILLINOIS MUNICIPAL
CORPORATION

By: _____
Its: _____

By: _____
Thomas P. McNamara
Mayor

ATTEST:

City Legal Director