

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor
William B. Wescott
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk's Office
815-622-1100
Ext. 4

City Treasurer
Kay Abner
815-622-1100

City Council Agenda **Rock Falls Council Chambers** **May 7, 2019** **6:30 p.m.**

Call to Order @ 6:30 p.m.
Pledge of Allegiance
Roll Call

Audience Requests:

1. American Legion – Presentation of 2019 Poppy Queen, Stella Corbin

Community Affairs:

Bethany Bland, President / CEO, Rock Falls Chamber of Commerce

Consent Agenda:

1. Approval of the Minutes of the April 16, 2019 Regular Council Meeting
2. Approval of bills as presented.

Seating of Newly Elected Officials:

Dana Nelson, County Canvassing Board of Whiteside County, Illinois completed the Canvass of Votes cast at the April 2, 2019 Consolidated Election. Results are as follows:

Daehle Reitzel – Ward 1
Glen R. Kuhlemier – Ward 2
Rodney G. Kleckler – Ward 3
Lee R. Folsom – Ward 4
Violet L. Sobottka – Ward 4

Ordinance First Reading:

1. Ordinance 2019-2422 Amending Chapter 32, Articles II and III; relating to Changes in Utility Bills

City Administrator Robbin Blackert:

1. Ordinance 2019-2420 Authorizing Lease of Real Estate
2. Ordinance 2019-2421 Approving a New Collective Bargaining Agreement with the Fraternal Order of Police, for the time period of May 1, 2019 to April 30, 2024 covering Sworn Peace Officers with the rank of Sergeant and below

Information/Correspondence:

City Clerk's Office

James Reese, City Attorney

Brian Frickenstein, City Engineer

Department Heads:**Alderman Reports/Committee Chairman Requests:**Ward 1

Alderman Daehle Reitzel – Public Works/Public Property Committee Chairman

Alderman Bill Wangelin

Ward 2

Alderman Glen Kuhlemier – Finance Committee Chairman

1. Approval of Utility Office Write-Offs for January 2019 through March 2019
2. Award bid of Lakeside Bearing Installation project to DPS Equipment Services, P.O. Box 55, Caledonia, IL 61011 in the amount of \$47,0000.00

Alderman Brian Snow – Building Code Committee Chairman

1. Approve restructuring of the Customer Utility to the new 4 tier system
2. Approve amendment to Apprentice Lineman Job Description
3. Award bid for the sale of 1006 Avenue A, Rock Falls IL to Danny Basarich, 1976 Lennox Rd, Dixon IL in the amount of \$2,500.00
4. Award the bid for the demolition of 1606 4th Avenue, Rock Falls IL to Furr Excavating, 30592 Duden Road, Rock Falls IL in the amount of \$5,400.00
5. Resolution 2019-823 Authorizing the Sale of Surplus Real Estate, 1206 13th Avenue, Rock Falls IL

Ward 3

Alderman Jim Schuneman – Utilities Committee Chairman

1. Approve Façade Improvement Application for River Bridge LLC
2. Approve Award for Trough Cleaning and Sealing of Cracks in Screw Lift Channels to J Law Concrete LLC, 10178 Senora Plaza, Rock Falls, IL 61071 in the amount of \$17,880.00
3. Approve purchase of 61" deck lawnmower from Mike's Repair, 901 Dixon Ave. Rock Falls, IL 61071 in the amount of \$7,299.00
4. Accept bid for the purchase of Pipe Tamer Trailer from ISCO Ind., 303 Mound Road, Rockdale, IL 60436 in the amount of \$37,652.00
5. Approve agreement between the Illinois Municipal Electric Agency and the City of Rock Falls as prepared by Baller, Stokes & Lide for installation of a solar generation facility to be interconnected with the City's distribution system
6. Approve Easement granting access to the Illinois Municipal Electric Agency to construct, operate and maintain a solar electric generation facility
7. Award low bid for Avenue A Substation Transformer Purchase to Howard Industries Inc. P.O. Box 1588, Laurel MS 39411 in the amount of \$547,000.00
8. Award low bid for Avenue A Substation Switchgear Purchase to Powercon Corp., 1551 Florida Ave, Severn MD 02114 in the amount of \$1,113,658.00

9. Award low bid for Avenue A Substation Generator Upgrades including all three alternate proposals to Altorfer Inc., 6415 W Fauber Rd, Bartonville IL 61607 in the amount of \$839,221.00
10. Approve purchase of Materials to restore stock from Pirtano, 1766 Armitage Court, Addison IL 60101 in the amount of \$25,083.28

Alderman Rod Kleckler

Ward 4

Alderman Lee Folsom

Alderman Violet Sobottka

Mayor's Report:

Executive Session:

1. Personnel – Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting: May 21, 2019

Posted 05-03-2019

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108; promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN
OF THE CITY OF ROCK FALLS

April 16, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. April 16, 2019 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor William B. Wescott, Aldermen Reitzel, Wangelin, Snow, Kuhlemier, Schuneman, Kleckler, Folsom and Sobottka. In addition Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

A motion was made by Alderman Reitzel and second by Alderman Snow to approve Resolution 2019-822 Authorizing the Deputy City Clerk to Act in Absence of the City Clerk.
Vote 8 aye, motion carried

A bid opening for the sale of real estate at 200 ½ E 4th Street, Rock Falls, IL and 1006 Avenue A, Rock Falls, IL was held. There were no bids received for 200 ½ E 4th Street and two bids were received for 1006 Avenue A. The bids were opened and publicly read. The bids will be sent to the May 1, 2019 Building Code Committee for review.

Audience Requests:

Julie Burge from Ward 1 addressed the City Council regarding the City burning on Lawrence Island. Before the City passed the no burning ordinance, burning on Lawrence Island was a non issue. That has now changed, the ordinance is being violated by the City. Although Lawrence Island is not in City limits it is very hypocritical of the City to burn and allow both Rock Falls and Sterling to fill with smoke when both cities have burn ordinances. She asks that the City quit burning and find an alternative.

The issue of burning on Lawrence Island will be sent to the May 3, 2019 Public Works/Public Property Committee for discussion.

Community Affairs:

Eric Epps, Rock Falls Chamber of Commerce updated the City Council on the Rock Falls Chamber of Commerce events. Coffee and Conversation with Senator Anderson and Representative McCombie was held 04-16-2019, there was a good turn out for the event. The Chamber will be hosting a Marketing Collective on April 30, 2019 and planning is starting to happen for the Summer Splash.

Consent Agenda:

The consent agenda numbers 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the April 2, 2019 Regular Council Meeting
2. Approval of bills as presented.

A motion was made by Alderman Sobottka and second by Alderman Folsom to approve consent agenda items 1 and 2.

Vote 8 aye, motion carried.

Ordinance Second Reading/ Adoption:

A motion was made by Alderman Kuhlemier and second by Alderman Snow to adopt Ordinance No. 2019-2418 City of Rock Falls Zoning Map – 2019.

Vote 8 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Snow to adopt Ordinance No. 2019-2419 Amending Chapter 4, Article 1, Section 4-8 for Hobby Beekeeping

Vote 8 aye, motion carried.

City Administrator Robbin Blackert:

City Administrator Blackert presented the FY 2020 Budget Summary.

A motion was made by Alderman Kuhlemier and second by Alderman Wangelin to adopt the Fiscal Year 2020 City of Rock Falls Budget.

Vote 8 aye, motion carried.

Alderman Reports/Committee Chairman Requests:

A motion was made by Alderman Reitzel and second by Alderman Schuneman to approve Resolution No. 2019-821 Authorizing the City Administrator to Execute a Short Term Lease Agreement with Martin & Company Excavating.

Vote 8 aye, motion carried

Alderman Bill Wangelin stated that now that the weather is turning nice he asked everyone to please clean up after their pets while out walking.

A motion was made by Alderman Kuhlemier and second by Alderman Snow to approve William B. Wescott, Mayor, Kay Abner, City Treasurer and Robbin Blackert, City Administrator to be authorized signers on all City of Rock Falls Accounts and that two authorized signatures are required for all transactions.

Vote 8 aye, motion carried.

Alderman Kuhlemier reminded the Council that the Finance Committee will be meeting on April 23, 2019 at 5:30 p.m. and that there will be two more Informational Public Meetings for the Fibernet on April 24, 2019 at 2:00 p.m. and 5:30 p.m.

A motion was made by Alderman Snow and second by Alderman Sobottka to award the bid for the 2019-2022 Lawn Maintenance to Arrezola Lawn Care, 1209 W 18th Street, Rock Falls IL 61071, pending receipt of all necessary paperwork.

Vote 8 aye, motion carried.

A motion was made by Alderman Schuneman and second by Alderman Kuhlemier to waive the bidding process and approve the proposal from RedZone Robotics, Inc., 91 43rd Street, Suite 250, Pittsburgh, PA 15201 in the amount of \$352,315.40 for YES, Your Entire System, System-Wide Sanitary Sewer Categorization.

Vote 8 aye, motion carried.

Alderman Schuneman reminded the Council that the Tourism Committee will be meeting on April 17, 2019 at 10:00 a.m.

Mayor's Report:

A motion was made by Alderman Reitzel and second by Alderman Sobottka to approve Ordinance No. 2019-2420 Authorizing the Execution of the Illinois Public Works Mutual Aid Network Agreement (IPWMAN) at a Cost of \$100.00 per year.

Vote 8 aye, motion carried.

Mayor informed the Council that IDOT will be doing work on the approaches to the interstate starting April 22, 2019 and will also be doing work on Avenue G Bridge starting in May 2019. The Illinois Municipal League is holding Newly Elected Officials Workshops, if anyone is interested in attending.

A motion was made by Alderman Sobottka and second by Alderman Folsom to enter into Executive Session for the purpose of:

1. Personnel – Section 2(c)(1) Employee hiring, firing, compensation, discipline and performance
2. Collective Bargaining – Section 2(c)(2) Collective negotiating matters and deliberations concerning salary schedules

Vote 8 aye, motion carried. (6:55 p.m.)

A motion was made by Alderman Snow and second by Alderman Sobottka to return to regular session.

Vote 8 aye, motion carried. (7:40 p.m.)

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve the Department Heads and Employees At Will salary increases for Fiscal Year 2020 as presented.

Vote 8 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Snow to adjourn.

Viva Voce Vote, motion carried (7:43 p.m.)



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois May 7, 2019

To the Mayor and City Council of the City of Rock Falls, Your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

Tourism		\$11,136.88
General Fund		\$150,462.52
		\$601.00
Industrial Development		
Tax Increment Financing		\$182.89
Electric		\$30,112.08
IT Fund		\$47,424.00
Fiber OpticBroadband	Taxable	\$6,356.50
Fiber Optic Broadband	Tax Exempt	\$10,902.14
Sewer		\$163,282.09
Water		\$36,140.30
Garbage		\$39.50
Customer Service Center		\$5,828.27
Safe Passage/Evidentiary		\$300.00
Motor Fuel Tax		\$3,677.95
Customer Utility Deposits		\$819.99
		\$467,266.11

Alderman Kuhlemier
Alderman Kleckler

DATE: 04/18/19
TIME: 10:34:52
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	237.00
5015	CARD SERVICE CENTER	76,252.84	2,092.88
	TOURISM		2,329.88
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	-5,961.00
5015	CARD SERVICE CENTER	76,252.84	45.00
621	MUNICIPAL CODE CORPORATION	4,959.40	1,295.00
T0005108	COMMUNITY CHRISTMAS		20.00
	ADMINISTRATION		-4,601.00
02	CITY ADMINISTRATOR		
5015	CARD SERVICE CENTER	76,252.84	133.00
	CITY ADMINISTRATOR		133.00
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	975.00
	PLANNING/ZONING		975.00
04	BUILDING		
194	GRUMMERT'S HARDWARE - R.F.	6,791.88	2.69
5015	CARD SERVICE CENTER	76,252.84	7.00
5253	WEX BANK	3,634.71	53.55
	BUILDING		63.24
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	76,252.84	51.74
795	SBM BUSINESS EQUIPMENT CENTER	16,505.91	97.00
	CITY CLERK'S OFFICE		148.74

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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	126,028.76	357.40
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	2,684.00
1853	MOORE TIRES INC.	4,875.39	23.28
2451	MENARDS	7,183.63	125.20
4631	WHITESIDE COUNTY	373,464.58	95,475.56
4692	PANTHER UNIFORMS, INC.	4,688.74	1,564.54
4738	STOPSTICK LTD	967.00	53.00
4796	VERIZON WIRELESS	16,410.57	379.55
5015	CARD SERVICE CENTER	76,252.84	1,075.77
5038	ULINE	2,440.84	832.14
5140	JULIA DEETS	39.49	471.79
5253	WEX BANK	3,634.71	2,666.11
651	NICOR	65,652.73	147.30
795	SBM BUSINESS EQUIPMENT CENTER	16,505.91	2,864.79
	POLICE		108,720.43
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	7,250.00	725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
4207	O'REILLY AUTOMOTIVE INC	6,241.47	0.00
4775	BIRKEY'S FARM STORE INC	14,327.71	334.41
5253	WEX BANK	3,634.71	405.23
	STREET		739.64
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	6,791.88	11.68
2451	MENARDS	7,183.63	171.48
4136	ILLINOIS EPA	23,408.07	1,244.74
5015	CARD SERVICE CENTER	76,252.84	74.84
651	NICOR	65,652.73	225.41
T0005112	IPWMAN		100.00
	PUBLIC PROPERTY		1,828.15

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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	-660.00
2183	PILLARS REPAIR INC	1,295.34	203.80
2301	STERLING NAPA	5,219.85	103.99
2747	KEN WOLF		29.99
5015	CARD SERVICE CENTER	76,252.84	192.89
5103	AIR ONE EQUIPMENT, INC.	1,114.12	2,422.00
5253	WEX BANK	3,634.71	745.28
651	NICOR	65,652.73	441.90
724	RANDY'S TRUCK REPAIR, INC.	8,335.41	761.42
T0002792	KNIE APPLIANCE & T.V., INC.		243.39
	FIRE		4,484.66
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	26,781.89	122.85
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	2,128.00
T0005111	KENZLEY TITLE GROUP INC.		403.00
	BUILDING CODE DEMOLITION FUND		2,653.85
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	601.00
	INDUSTRIAL DEVELOPMENT		601.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA	26,781.89	465.00
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	1,083.14
194	GRUMMERT'S HARDWARE - R.F.	6,791.88	19.47
4528	MODERN SHOE SHOP	2,760.37	202.49
4544	UPS	133.67	4.82
4556	ACCURATE CALIBRATION SERVICES	1,350.00	1,100.00
5008	POWER SYSTEM ENGINEERING INC	90,751.56	170.00
5015	CARD SERVICE CENTER	76,252.84	172.42
5020	GRAYBAR	38,661.18	2,225.55

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	3,634.71	1,512.37
651	NICOR	65,652.73	99.50
T0005110	PAYTON YANES		500.00
	OPERATION & MAINTENANCE		7,554.76
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	2,109.00
5015	CARD SERVICE CENTER	76,252.84	305.36
5253	WEX BANK	3,634.71	110.12
	FIBER OPTIC BROADBAND/TAXABLE		2,524.48
SEWER FUND			
30	SEWER		
5257	LAKESIDE EQUIPMENT CORP		99,000.00
	SEWER		99,000.00
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	126,028.76	8,353.81
1279	WILCO RENTAL	1,356.08	135.74
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	323.50
1853	MOORE TIRES INC.	4,875.39	165.30
194	GRUMMERT'S HARDWARE - R.F.	6,791.88	33.33
4119	USA BLUE BOOK	8,360.46	1,387.65
4207	O'REILLY AUTOMOTIVE INC	6,241.47	11.99
423	AT&T	20,173.63	849.83
4796	VERIZON WIRELESS	16,410.57	163.28
5111	ALLMAX SOFTWARE	1,550.00	835.00
5253	WEX BANK	3,634.71	414.54
5256	BDP INDUSTRIES		693.59
651	NICOR	65,652.73	4,497.94
T0002852	SPAANS BABCOCK, INC.	1,933.00	1,893.50
	OPERATION & MAINTENANCE		19,759.00

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
2449	CORE & MAIN LP	5,356.66	283.50
	WATER		283.50
48	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	35,167.65	1,308.75
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	1,058.17
1740	VIKING CHEMICAL CO	9,252.00	992.00
194	GRUMMERT'S HARDWARE - R.F.	6,791.88	58.95
219	CRESCENT ELECTRIC	5,960.88	99.00
34	ALTORFER INC.	60,710.28	58.85
5015	CARD SERVICE CENTER	76,252.84	199.00
5111	ALLMAX SOFTWARE	1,550.00	415.00
5171	POLLARD WATER	7,094.85	103.21
5239	SNAIL MAIL LOGISTICS	1,507.73	92.51
5253	WEX BANK	3,634.71	423.13
55	ARAMARK UNIFORM SERVICES, INC.	13,073.69	102.34
T0005110	PAYTON YANES		500.00
	OPERATION & MAINTENANCE		5,410.91
GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	118,712.84	-165.00
4655	WHEELHOUSE, INC.	6,486.84	122.00
	GARBAGE		-43.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	76,252.84	298.00
760	ROCK FALLS POSTMASTER	31,725.00	3,500.00
	CUSTOMER SERVICE CENTER		3,798.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 04/18/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005109	NATION STAR		131.25
	CUSTOMER UTILITY DEPOSITS		131.25
	TOTAL ALL DEPARTMENTS		257,220.49

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 04/26/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS	5,498.11	17.00
200	COM ED	2,777.42	23.41
2528	LAMAR ADVERTISING COMPANY	19,234.00	1,462.00
5032	COMCAST	10,163.53	4.80
5178	COMCAST BUSINESS	3,582.39	18.89
T0003035	BYERS ENTERPRISES LLC	1,987.10	325.00
	TOURISM		1,851.10
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	5,498.11	0.65
4310	PITNEY BOWES	5,022.50	503.50
4392	WILLIAM B WESCOTT	2,864.56	256.36
4861	CIRCUIT CLERK OF WHITESIDE CO	1,725.00	300.00
5032	COMCAST	10,163.53	4.80
5178	COMCAST BUSINESS	3,582.39	18.89
T0005114	JERRY CELLETTI VFW POST 5418		20.00
	ADMINISTRATION		1,104.20
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	5,498.11	2.00
5032	COMCAST	10,163.53	2.40
5178	COMCAST BUSINESS	3,582.39	18.89
	CITY ADMINISTRATOR		23.29
04	BUILDING		
1493	WILLIAM & MARY COMPUTER CENTER	88,153.79	1,671.00
172	CITY OF ROCK FALLS	5,498.11	40.50
5032	COMCAST	10,163.53	9.61
5178	COMCAST BUSINESS	3,582.39	37.82
5220	TECHNOLOGY FINANCE CORP	14,243.28	30.43
	BUILDING		1,789.36

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 04/26/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	5,498.11	133.30
5032	COMCAST	10,163.53	9.61
5178	COMCAST BUSINESS	3,582.39	37.84
	CITY CLERK'S OFFICE		180.75
06	POLICE		
172	CITY OF ROCK FALLS	5,498.11	7.10
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	12.89
2985	WALMART COMMUNITY/SYNCB	6,486.24	57.01
350	GISI BROS. INC.	9,338.89	135.19
4572	CHARLES SCHWAB & CO INC	128,489.57	2,342.15
5032	COMCAST	10,163.53	80.73
5178	COMCAST BUSINESS	3,582.39	75.56
55	ARAMARK UNIFORM SERVICES, INC.	13,176.03	88.30
683	P. F. PETTIBONE & CO.	433.75	17.00
	POLICE		2,815.93
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	5,498.11	71.80
	CODE HEARING DEPARTMENT		71.80
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	217,431.67	4,745.60
110	BONNELL INDUSTRIES, INC.	20,383.24	440.00
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	19.99
2771	WINDSTREAM	3,770.88	83.43
2985	WALMART COMMUNITY/SYNCB	6,486.24	11.94
4775	BIRKEY'S FARM STORE INC	14,662.12	717.87
4796	VERIZON WIRELESS	16,953.40	63.47
5032	COMCAST	10,163.53	4.80
5178	COMCAST BUSINESS	3,582.39	18.89
5220	TECHNOLOGY FINANCE CORP	14,243.28	243.47
55	ARAMARK UNIFORM SERVICES, INC.	13,176.03	115.64
631	MURRAY & SONS EXCAVATING, INC	188,719.15	2,706.73
852	S.J. SMITH CO INC	1,744.32	221.55
	STREET		9,393.38

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	4.12
423	AT&T	21,023.46	410.10
67	B & D SUPPLY CO.	1,009.42	468.27
	PUBLIC PROPERTY		882.49
13	FIRE		
172	CITY OF ROCK FALLS	5,498.11	6.60
2985	WALMART COMMUNITY/SYNCB	6,486.24	198.55
34	ALTORFER INC.	60,769.13	15.65
4571	CHARLES SCHWAB & CO INC	125,602.41	2,342.15
4796	VERIZON WIRELESS	16,953.40	167.46
5032	COMCAST	10,163.53	36.72
5178	COMCAST BUSINESS	3,582.39	56.67
956	UNIFORM DEN INC	3,991.91	245.51
T0002930	DANIEL SURDEZ		27.70
	FIRE		3,097.01
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	123,125.65	352.00
4027	WHITESIDE COUNTY RECORDER	4,363.50	43.00
	BUILDING CODE DEMOLITION FUND		395.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	462.70	40.50
	EMPLOYEE GROUP INS		40.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5258	SUNRISE SUPPLY		182.89
	DOWNTOWN REDEVELOPMENT		182.89

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	134,739.97	1,882.63
172	CITY OF ROCK FALLS	5,498.11	8.60
1853	MOORE TIRES INC.	5,063.97	23.28
2771	WINDSTREAM	3,770.88	179.52
2985	WALMART COMMUNITY/SYNCB	6,486.24	46.44
4215	POWER LINE SUPPLY	72,327.38	2,115.08
423	AT&T	21,023.46	170.75
440	IMUA	6,429.00	500.00
4528	MODERN SHOE SHOP	2,962.86	202.49
4796	VERIZON WIRELESS	16,953.40	463.85
5008	POWER SYSTEM ENGINEERING INC	90,921.56	262.50
5032	COMCAST	10,163.53	24.02
5099	JEREMIAH NICHOLS		66.04
5135	BUNTJER BROS INC	10,595.40	3,435.00
5178	COMCAST BUSINESS	3,582.39	37.82
5220	TECHNOLOGY FINANCE CORP	14,243.28	517.39
	OPERATION & MAINTENANCE		9,935.41
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	88,153.79	47,424.00
	IT FUND		47,424.00
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	88.15
4796	VERIZON WIRELESS	16,953.40	126.94
5216	CLOUD NINE COMMUNICATIONS	1,920.00	790.00
	FIBER OPTIC BROADBAND/TAXABLE		1,005.09
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5249	JC FIBER TECH INC	11,497.36	10,902.14
	FIBER OPTIC BROADBAND/TXEXEMPT		10,902.14

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INVOICES DUE ON/BEFORE 04/26/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
4946	MARTIN & COMPANY EXCAVATING		6,629.88
5105	STANLEY CONSULTANTS, INC.	212,939.63	2,129.50
631	MURRAY & SONS EXCAVATING, INC	188,719.15	9,570.03
	SEWER		18,329.41
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	5,498.11	6.95
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	7.16
200	COM ED	2,777.42	174.30
2451	MENARDS	7,480.31	19.98
2517	PRAIRIE HILL RDF	19,613.14	1,031.94
2985	WALMART COMMUNITY/SYNCB	6,486.24	87.46
34	ALTORFER INC.	60,769.13	7,537.00
4027	WHITESIDE COUNTY RECORDER	4,363.50	43.00
4684	SCHMITT PLUMBING & HEATING INC	23,967.95	601.20
4796	VERIZON WIRELESS	16,953.40	76.02
5032	COMCAST	10,163.53	16.82
5178	COMCAST BUSINESS	3,582.39	18.89
5220	TECHNOLOGY FINANCE CORP	14,243.28	182.61
5251	ELEMENT MATERIALS TECHNOLOGY	1,405.00	1,405.00
631	MURRAY & SONS EXCAVATING, INC	188,719.15	3,049.85
852	S.J. SMITH CO INC	1,744.32	17.47
	OPERATION & MAINTENANCE		14,275.65
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	217,431.67	3,784.55
2755	RUYLE MECHANICAL SERVICES INC		13,900.00
4361	FERGUSON WATERWORKS #2516	84,868.69	1,647.00
	WATER		19,331.55
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	134,739.97	357.59
172	CITY OF ROCK FALLS	5,498.11	35.00
194	GRUMMERT'S HARDWARE - R.F.	6,918.00	74.69

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INVOICES DUE ON/BEFORE 04/26/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
2771	WINDSTREAM	3,770.88	87.99
2985	WALMART COMMUNITY/SYNCB	6,486.24	98.64
34	ALTORFER INC.	60,769.13	112.77
367	HACH COMPANY	2,532.71	156.69
395	HILLS ELECTRIC MOTOR SERVICE	2,392.12	43.16
4027	WHITESIDE COUNTY RECORDER	4,363.50	43.00
423	AT&T	21,023.46	612.20
4361	FERGUSON WATERWORKS #2516	84,868.69	617.97
4528	MODERN SHOE SHOP	2,962.86	197.99
4651	MOST PLUMBING & MECHANICAL LLC	33,790.03	145.00
4796	VERIZON WIRELESS	16,953.40	114.03
5032	COMCAST	10,163.53	12.01
5178	COMCAST BUSINESS	3,582.39	18.89
5220	TECHNOLOGY FINANCE CORP	14,243.28	213.04
5239	SNAIL MAIL LOGISTICS	1,600.24	81.67
55	ARAMARK UNIFORM SERVICES, INC.	13,176.03	125.74
T0004412	PHYSICIANS IMMEDIATE CARE	887.00	471.00
	OPERATION & MAINTENANCE		3,619.07
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	491,716.64	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	123,125.65	1,748.00
172	CITY OF ROCK FALLS	5,498.11	140.15
2451	MENARDS	7,480.31	49.66
5032	COMCAST	10,163.53	16.82
5178	COMCAST BUSINESS	3,582.39	37.82
	CUSTOMER SERVICE CENTER		1,992.45
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5048	CIVIL MATERIALS	4,342.40	3,677.95
	MOTOR FUEL TAX		3,677.95
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	548,734.06	109.22
4620	TRI-COUNTY OPP COUNCIL	1,575.16	122.55
	CUSTOMER UTILITY DEPOSITS		231.77
	TOTAL ALL DEPARTMENTS		152,634.69

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INVOICES DUE ON/BEFORE 05/03/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA		75.00
5178	COMCAST BUSINESS		18.89
5240	NICOLE ARDUINI		61.41
5245	MEGAN HORSMAN		200.00
795	SBM BUSINESS EQUIPMENT CENTER		13.60
T0004298	AVANTI GROUP		4,272.00
T0004325	JJM PRINTING INC		40.00
T0004772	AMERICAN MUSIC CONCEPTS LLC		1,450.00
T0005115	TASTE OF FIESTA		800.00
T0005118	MORGAN JOHNSON		25.00
	TOURISM		6,955.90
GENERAL FUND			
01	ADMINISTRATION		
4128	CIRCUIT CLERK ROCK ISLAND CO		200.00
5178	COMCAST BUSINESS		18.89
	ADMINISTRATION		218.89
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS		18.89
	CITY ADMINISTRATOR		18.89
04	BUILDING		
4566	HARRIS COMPUTER SYSTEMS		1,408.68
5178	COMCAST BUSINESS		37.82
T0005119	T & M PAVING		50.00
	BUILDING		1,496.50
05	CITY CLERK'S OFFICE		
176	PETTY CASH		24.37
4566	HARRIS COMPUTER SYSTEMS		7,338.87
5178	COMCAST BUSINESS		37.84
	CITY CLERK'S OFFICE		7,401.08

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
176	PETTY CASH		60.07
2699	WHITESIDE COUNTY HEALTH DEPT		545.00
4966	BETONY WADE		48.41
5147	ID NETWORKS		2,995.00
5178	COMCAST BUSINESS		75.56
	POLICE		3,724.04
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.		25.19
2699	WHITESIDE COUNTY HEALTH DEPT		210.00
337	GARAGE DOOR SPECIALISTS		287.00
4207	O'REILLY AUTOMOTIVE INC		3.81
4655	WHEELHOUSE, INC.		49.00
5178	COMCAST BUSINESS		18.89
55	ARAMARK UNIFORM SERVICES, INC.		119.90
T0002936	TECHNO PLY LTD		951.48
	STREET		1,665.27
12	PUBLIC PROPERTY		
176	PETTY CASH		21.50
4579	CROWN EXTERMINATORS, INC		65.00
	PUBLIC PROPERTY		86.50
13	FIRE		
176	PETTY CASH		6.11
2699	WHITESIDE COUNTY HEALTH DEPT		55.00
4073	JEFF GUINN		69.15
5178	COMCAST BUSINESS		56.67
	FIRE		186.93
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
176	PETTY CASH		0.60
194	GRUMMERT'S HARDWARE - R.F.		35.09
305	FEDEX		52.02
34	ALTORFER INC.		87.94
4148	BHMG ENGINEERS		8,631.02
4620	TRI-COUNTY OPP COUNCIL		62.42
4626	ENGEL ELECTRIC CO.		710.04
4995	CLOUDPOINT GEOGRAPHICS INC		1,629.34
5135	BUNTJER BROS INC		716.25
5178	COMCAST BUSINESS		37.82
795	SBM BUSINESS EQUIPMENT CENTER		169.17
T0003458	DENNIS FULRATH		490.20
	OPERATION & MAINTENANCE		12,621.91
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5193	TRI-STATE FIRE CONTROL		450.00
5218	COMMUNICATIONS & ELECTRICAL		263.36
5242	CLEARFIELD INC		1,617.60
795	SBM BUSINESS EQUIPMENT CENTER		169.17
T0003458	DENNIS FULRATH		326.80
	FIBER OPTIC BROADBAND/TAXABLE		2,826.93
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.		4,559.70
	SEWER		4,559.70
38	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER		3,934.00
176	PETTY CASH		11.57
194	GRUMMERT'S HARDWARE - R.F.		178.66
2655	MISSISSIPPI VALLEY PUMP, INC.		399.00
4027	WHITESIDE COUNTY RECORDER		43.00
4207	O'REILLY AUTOMOTIVE INC		23.47

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INVOICES DUE ON/BEFORE 05/03/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
4529	RAYNOR DOOR AUTHORITY		852.50
4995	CLOUDPOINT GEOGRAPHICS INC		1,629.33
5178	COMCAST BUSINESS		18.89
5259	CHRIS STAUFFER		267.91
	OPERATION & MAINTENANCE		7,358.33
WATER FUND			
40	WATER		
194	GRUMMERT'S HARDWARE - R.F.		17.49
5105	STANLEY CONSULTANTS, INC.		3,643.00
67	B & D SUPPLY CO.		33.50
	WATER		3,693.99
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC		162.00
176	PETTY CASH		24.18
194	GRUMMERT'S HARDWARE - R.F.		11.69
34	ALTORFER INC.		32.83
4027	WHITESIDE COUNTY RECORDER		43.00
4361	FERGUSON WATERWORKS #2516		1,400.68
4995	CLOUDPOINT GEOGRAPHICS INC		1,629.33
5171	POLLARD WATER		146.16
5178	COMCAST BUSINESS		18.89
533	ELECTRONICS, INC.		206.87
55	ARAMARK UNIFORM SERVICES, INC.		109.89
T0005121	DORNER COMPANY		15.76
	OPERATION & MAINTENANCE		3,801.28
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS		37.82
	CUSTOMER SERVICE CENTER		37.82

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INVOICES DUE ON/BEFORE 05/03/2019

VENDOR # NAME		PAID THIS FISCAL YEAR	AMOUNT DUE

SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
4729	TAMMY NELSON		300.00
	SAFE PASSAGE/NON EVIDENTIARY		300.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005116	JESSICA DAVILA		66.80
T0005117	ROY GEE		290.17
T0005120	ANTHONY DIBENEDETTO		100.00
	CUSTOMER UTILITY DEPOSITS		456.97
	TOTAL ALL DEPARTMENTS		57,410.93

ORDINANCE NO. 2019-2422

**ORDINANCE AMENDING CHAPTER 32, ARTICLES II AND III
OF THE ROCK FALLS CITY CODE
RELATING TO CHANGES IN UTILITY BILLS**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-117-1, permits the City of Rock Falls (the "City") to fix the rates and charges for products sold and the services rendered by any public utility owned and operated by it within the City limits and to make all needful rules and regulations in relation thereto; and

WHEREAS, the City operates and provides a number of utilities for the residents of Rock Falls and members of the public; and

WHEREAS, the City has previously restructured the billing for its various utility services into one utility office; and

WHEREAS, the Mayor and City Council of the City of Rock Falls have determined it in the best interests of the City to clarify and update the provisions of the Rock Falls City Code with respect to the operation of the utility office, billing for utility services, and the rules and regulations in relation thereto.

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of Rock Falls as follows:

SECTION 1: That Chapter 32, Article II, Section 32-21, as amended, be further amended to read as follows:

"Sec. 32-21. - No new service to persons owing charges in arrears.

No person owing utility charges and moving to other premises where there are city utility connections or where connections shall afterwards be made shall be served until such charges in arrears are paid in full."

SECTION 2: That in all other respects, Chapter 32, Article II, Section 32-21 shall remain in full force and effect as previously adopted and/or amended.

SECTION 3: That Chapter 32, Article II, Section 32-22, as amended, be further amended to read as follows:

"Sec. 32-22. - Bills generally; delayed payment.

- (a) The rates specified within this Code for electrical, water, sanitary sewer, garbage collection and fiber services shall be applied to the service utilized by each customer of a utility department, and a written bill shall be prepared by the city's utilities office. Each bill prepared shall be mailed to the customer at the address

provided therefor by the customer to the utilities office. Each bill shall contain the following information:

- (1) The time period and number of days of utility services provided for each service;
- (2) The amount owed for each utility service supplied;
- (3) The date when complete payment is due, which date shall be not less than 15 days after the date the bill is prepared;
- (4) Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied; and
- (5) Notice that residential customers may call the utilities office, city hall, at the telephone number listed on the bill, in order to:
 - a. Dispute the amount of any utility charge;
 - b. Avoid termination of utility services for non-payment in accordance with the provisions of this article; or
 - c. Request the restoration of any utility service previously terminated.

(b) The utilities office shall upon request by any customer provide information as to the following:

- (1) The procedure to dispute any charge for utility services;
 - (2) The procedure to avoid termination of any utility service due to non-payment of charges;
 - (3) The procedure for a tenant of any residential property to avoid termination of utility services due to failure by the landlord to pay the utility charges; and
 - (4) The procedure to obtain reinstatement of utility services.
- (c) Any time before the date specified within any notice to a customer as the date of termination of utility services for non-payment of a bill, or for violation of any provision of this Code, or within ten days following the giving of a notice of rejection for utility services, the customer may dispute the basis for the proposed termination of services or the basis for the rejection; provided, however, that the customer shall not be entitled to dispute the basis of termination or rejection for services if the basis was the subject of a previous dispute which was either:

- (1) Adjudicated pursuant to this section; or
 - (2) Not properly challenged by the customer's failure to follow the procedure set out in this section.
- (d) The procedure to dispute termination of services or rejection for services shall be as follows:
- (1) Before the date specified in the notice for termination of services or within ten days following receipt of notice of rejection for services, the customer shall notify the superintendent of the utilities office of the city, in writing, that the customer disputes all or part of the amounts shown on the bill, or disputes the basis for rejection of services, or that the customer claims other reasons for disputing the right of the city to terminate services or the right of the city to reject the customer for services. Such writing shall state as completely as possible the basis and nature of the dispute.
 - (2) If the superintendent of the utilities office determines that the dispute is untimely, or that the customer previously disputed the termination or the rejection upon the same basis, the superintendent shall mail to the customer a notice stating that the present dispute is untimely or invalid for prior adjudication. A dispute is untimely if filed after service has been terminated.
 - (3) If the superintendent of the utilities office determines that the dispute is not untimely or invalid under this section, the superintendent shall, within three days after receipt of the customer's notice, arrange an informal meeting between the customer and the superintendent of each affected utility department.
 - (4) The superintendent of each affected utility department shall attempt to resolve the dispute in a manner satisfactory to the department and the customer, based upon the department's records, the customer's allegations and other relevant materials available to the superintendent, at such meeting. The superintendent of each affected utility department shall, within five days after the meeting with the customer, mail to the customer a copy of the superintendent's decision resolving the dispute.
 - (5) If the decision of the superintendent is unsatisfactory to the customer, the customer, within five days of mailing of the decision by the superintendent of the affected department, may file in writing with the superintendent of the utilities office a request for a formal hearing before the utilities committee of the city council. Upon filing of the request by the customer, a formal hearing shall be held by the utilities committee within ten days following receipt of the customer's request for such hearing.

- (6) At the hearing before the utilities committee, the superintendent of the affected utility department and the customer shall be entitled to present all evidence that, in the view of the utilities committee, is relevant and material to the dispute, and the committee shall be entitled to examine and cross examine witnesses. A record of the hearing shall be maintained.
 - (7) At the conclusion of the hearing, the utilities committee shall render a decision on the dispute. Such decision shall be reduced to writing and a copy thereof shall be mailed to the customer within five days of the hearing. The decision shall be final and binding on the affected utility department, and on the customer.
- (e) Utilization of the dispute procedure provided for in this section shall not relieve a customer of the obligation to timely and completely pay all other undisputed utility charges for services supplied by the city or to timely and completely pay undisputed portions of amounts which are subject to the instant dispute, or to otherwise comply with the requirements of this Code. Failure by the customer to timely and completely pay all such undisputed amounts or to otherwise comply with requirements of this Code shall be cause for termination of the utility service in accordance with the provisions of this article.
- (f) Until the date of the decision of the affected utility department superintendent becomes final, or until the date of the decision of the utilities committee (if the customer shall have appealed the superintendent's decision) the utility service which has been the subject of the dispute shall not be terminated based solely upon the matters in dispute; provided, however, that nothing shall prohibit termination of the utility service for other cause which is undisputed by the customer. If the decision of the superintendent or the utilities committee, as applicable, is unfavorable to the customer disputing the charge, the notice to the customer of such unfavorable decision shall specify a date not less than five days after such notice within which all disputed amounts must be paid or within which other such corrective action must be taken by the customer in order to avoid termination of the utility services. Failure by the customer to pay or take such other action within the time specified in such notice shall then be cause for termination of the utility services at the expiration of the time period.
- (g) Except as otherwise provided in subsection (f) of this section, the provisions of this subsection shall govern all termination of utility service for non-payment of utility charges or for failure to comply with other requirements of this Code.
- (1) If, by the payment date shown on any bill for utility services, the city shall not have received complete payment of the amounts shown on the bill or if the violations alleged within any notice of violation of provisions of this Code shall have not been corrected by the date specified in such violation notice, the utilities office shall mail to or personally serve upon the customer a notice of termination of utility services.

- (2) The notice of termination shall contain the following information:
- a. The amount to be paid or the nature of the violation to be corrected;
 - b. The date of the notice of termination;
 - c. The date after which termination of utility services shall be made, which date shall be at least eight days from the date of the notice of termination;
 - d. Notice that unless the payment of the amounts specified or that the affected utility department superintendent has certified that the violation has been corrected prior to the date of termination, that the utility service shall be terminated under this subsection (g);
 - e. Notice that in lieu of paying the entire amount shown, a customer, prior to the date of termination, may notify the utilities office that he disputes the correctness of all or part of the amount shown or that he disputes that he is in violation of provisions of this Code cited as authority for the termination notice, provided that the basis of the dispute shall not have been the subject of a previous dispute either waived or adjudicated.

- (3) If, prior to the date specified within the notice after which utility services will be terminated, the city shall not have received complete payment of the amounts shown on the notice of termination and if no notice of dispute under subsection (f) of this section shall have been received by the city, or if the customer shall not have corrected any violation of provisions of this Code as shown on the notice of termination, then the utility services which are the subject of the notice of termination shall be terminated and disconnected. If, however, the customer pays the entire amount shown on the notice of termination, or if the superintendent of the affected utility department certifies that the violations of this Code serving as the basis for the notice of termination have been corrected, then such payment or correction shall be considered timely, and the notice of termination shall be ineffective.

(h)

- (1) Utility services shall be terminated for non-payment only during the hours of 8:00 a.m. to 4:00 p.m. Monday through Thursday; and on Friday during the hours of 8:00 a.m. to 12:00 p.m.
- (2) No terminations shall be permitted on a legal holiday or on the day before a legal holiday, and a federal holiday or on the day before a federal holiday.

- (3) No terminations of utility services shall be permitted on a day when the low temperature forecast for the following 24 hours, as reported by the National Weather Service at its first order station nearest the residence, includes a forecast that the temperature will be below 20 degrees Fahrenheit. If the utility service to a residential customer has been terminated and not reinstated by 5:00 p.m. on the day of termination, when the low temperature within the previous 24 hours, as reported by the National Weather Service at its first order station nearest residence, was below 32 degrees Fahrenheit, the utilities office shall notify the police department of the city on the day of termination of the following:
- a. The name of the customer;
 - b. The address and location of the residence no longer receiving such utility services;
 - c. The possible threat to the health and life of all persons residing at the residence.
- (i) In the event of termination of utility services in accordance with the provisions of this section, such utility services shall be reinstated to the customer within one full working day of receipt by the utilities office of complete payment of the amount prompting the termination (including required deposits) and any reconnection charges, or receipt of notice from the superintendent of the affected utility department that the violation of the provision of this Code giving rise to the termination has been corrected. Such payment or correction of violations shall not be considered timely for purposes of this article.
- (j) Forty days from the termination of services of a tenant, billing of capital improvement and debt charges become the responsibility of the landlord. Tenant will be final billed and billing shall be thereafter set up in the landlord's name.
- (k) In computing any period of time prescribed by this section, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the next day which is not a Saturday, Sunday or legal holiday. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
- (l) In addition to being subject to a termination of service pursuant to this section, each bill for utility services which shall not have been paid by the customer on or prior to the due date shown on the monthly bill, shall have added to the bill the amount of five percent of the monthly bill as a late payment penalty, unless the customer listed on the bill is 65 years or older before the time listed as the due date, or if the customer is receiving federal Social Security Disability and can provide proof of coverage to city staff.”

SECTION 4: That in all other respects, Chapter 32, Article II, Section 32-22 shall remain in full force and effect as previously adopted and/or amended.

SECTION 5: That Chapter 32, Article II, Section 32-23, as amended, be further amended to read as follows:

“Sec. 32-23. - Delinquent payment constitutes lien upon real estate; statements filed.

If the charges for utility services for water or for sanitary sewer services shall not have been paid within forty (40) days after mailing of the bill for such water or sewer services, such charges shall be deemed to be delinquent and thereafter such delinquencies shall constitute a lien upon the real estate for which such utility services are supplied. The city clerk is authorized and directed to prepare and file with the county recorder of deeds a statement of lien claim for the amount of delinquency and lien in the form as required by statute authorizing the filing of such lien statement. If the user whose bill is unpaid is not the owner of the real estate being served, then prior to the filing of such lien, the city clerk shall send to the owner or owners of record of the real estate, as referenced by the taxpayer's identification number: (i) a copy of each delinquency notice sent to the person who is delinquent in paying the charges or rates, or such other notice sufficient to inform the owner or owners of record that the charges or rates have become delinquent; and (ii) a notice that unpaid charges or rates may create a lien on the real estate under section 5/11-139-8 of the Illinois Municipal Code. Upon the filing of any lien under this section, the city clerk shall send a copy of the notice of the lien to the owner or owners of record of the real estate. Any property subject to a lien for unpaid charges shall be subject to foreclosure of such lien by bill in equity in the name of the city, in accordance with procedures under the statute providing for such liens. Upon authorization by the city council, the city attorney will be authorized and directed to institute such proceedings in the name of the city in any court having jurisdiction over such matters against any property for which the city is entitled to a lien under this provision or any provision of any statute of the state.”

SECTION 6: That in all other respects, Chapter 32, Article II, Section 32-23 shall remain in full force and effect as previously adopted and/or amended.

SECTION 7: That Chapter 32, Article II, Section 32-27(b), as amended, be further amended to read as follows:

- “(b) A customer from whom supplemental or additional charges under this section are due may make request to the superintendent of the utility department from which the supplemental or additional service was obtained, that such additional or supplemental charges be payable in installments by addition of equal amounts to multiple monthly bills, not exceeding 12 months, unless the superintendent of the utility department, with the advice and consent of the utilities committee, grants a request from the customer for additional time for payment of the additional or supplemental charges. The granting of additional time to complete repayment under an installment agreement shall be based on the total additional charges subject to repayment, in light of the customer's financial circumstances. The obligation for initiating the request for installment payment option shall be that of

the customer, and the utility superintendent shall, in determining whether to grant the request for installment payment, ensure that the city obtains from the customer adequate assurance and security for payment of the amounts due. The agreement for installment payments shall be reduced to writing, and shall be signed by the customer. The director is authorized to accept from the customer a grant of lien against the real estate to which the additional or supplemental service was supplied, and for which the utility service is supplied, as security and guarantee of payment of the amounts due and owing under the installment agreement. The lien upon real estate shall be in such form as may be approved by the city attorney and shall continue and exist as a lien upon the real estate until the supplemental or additional charges due under the installment agreement have been paid in full. Any cost of recording the lien claim or of the release of lien claim upon payment in full shall be paid by the customer.”

SECTION 8: That in all other respects, Chapter 32, Article II, Section 32-27(b) shall remain in full force and effect as previously adopted and/or amended.

SECTION 9: That Chapter 32, Article II, as amended, be further amended to add a new Section 32-28 for “Residential Utility Service Deposits” to read as follows:

“Sec. 32-28. – Residential Utility Service Deposits.

Any customer desiring utility services provided by the city shall make an initial deposit to the utilities office at the time of application in an amount varying from zero dollars (\$0.00) to three hundred dollars (\$300.00) as determined by the city’s adopted Procedures Manual Governing Utility Service, as amended from time to time (the “Utility Procedure Manual”).

Notwithstanding the foregoing, any previously existing customer may, upon application for utility services, be required to place an additional security deposit with the utilities office if the following conditions exist: (i) service to the customer has been disconnected for nonpayment of charges; (ii) late payment charges have been assessed to the customer four (4) or more times during the preceding twelve (12) month period; or (iii) the customer has been found to have tampered with any service meter or has obtained utility services illegally. The initial deposit and any additional security deposit shall be applied towards and credited to the customer’s account in accordance with the city’s Utility Procedure Manual.”

SECTION 10: That in all other respects, Chapter 32, Article II shall remain in full force and effect as previously adopted and/or amended.

SECTION 11: That Chapter 32, Article III, Section 32-117, as amended, be further amended to read as follows:

“Sec. 32-117. – Deposit of residential customers.

No water shall be furnished to new residential customers until the customer shall have first deposited with the city such sums upon such terms as are required in section 32-28 of this chapter.”

SECTION 12: That in all other respects, Chapter 32, Article III, Section 32-117 shall remain in full force and effect as previously adopted and/or amended.

SECTION 13: The foregoing amendments to the Rock Falls City Code shall take effect on and after July 1, 2019.

SECTION 14: 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 15: The City Clerk is directed to publish this ordinance in pamphlet form.

SECTION 16: 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 Rock Falls on the _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

ORDINANCE NO. 2019-2420

AN ORDINANCE AUTHORIZING LEASE OF REAL ESTATE

WHEREAS, the City of Rock Falls owns real estate located within its industrial parks, which is not currently utilized for any municipal purpose, and upon which is growing grass or other plant material that would be suitable for harvest as hay for animal feed; and,

WHEREAS, various parties may be interested in leasing said real estate with the right to harvest the grasses or other plant material growing thereon for hay; and,

WHEREAS, the City Council has identified the parcels of real estate which could be subject to a lease for the right to harvest hay as being those carrying the Whiteside County Assessment Office parcel identifying numbers as : 11-34-251-004 (2 parcels)
11-34-276-023
11-34-276-015; and,

WHEREAS, the City Council has determined that it is in the best interest that the City Administrator be authorized to enter into leases of said parcels of real estate upon such terms and conditions as she deems most appropriate, for terms not exceeding two year; and,

WHEREAS, the provisions of Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorize the City Council to grant any Municipal Officer the power to make leases of real estate for terms not exceeding two years in such manner as may be determined;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that:

1. The statements contained in the preamble paragraphs to this ordinance are declared to be true and accurate and are incorporated herein.

2. The parcels of real estate described within the preamble paragraphs to this ordinance have been determined by the City Council to be not currently necessary or used for any municipal purpose, and the City Council has determined that the lease thereof for the right to

harvest hay from said parcels would be to the advantage and best interest of the City and its citizens.

3. The City Administrator is hereby authorized and directed to solicit bids for the lease of the parcels of real estate described herein, upon such terms and conditions as she deems most appropriate, and to enter into a lease of said real estate for the purpose of permitting the harvesting of hay therefrom, upon such terms and conditions as she may deem most appropriate for a term not exceeding two years.

4. This ordinance shall be effective upon its adoption, passage and publication according law.

Passed this ____ day of _____, 2019.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2019-2421

**ORDINANCE APPROVING AND ADOPTING A NEW COLLECTIVE
BARGAINING AGREEMENT FOR THE TIME PERIOD
OF MAY 1, 2019, TO APRIL 30, 2024, COVERING SWORN
PEACE OFFICERS OF THE CITY OF ROCK FALLS
POLICE DEPARTMENT WITH THE RANK OF SERGEANT AND BELOW
REPRESENTED BY THE ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

WHEREAS, the City of Rock Falls and Illinois Fraternal Order of Police Labor Council (“FOP”) has heretofore negotiated a tentative collective bargaining agreement covering and affecting the sworn peace officers of the City Police Department, with the rank of sergeant and below of the City, for the period from May 1, 2019, through April 30, 2024; and,

WHEREAS, said agreement has been presented to the City Council and the City Council has examined the contract and determined that it should be approved; and,

WHEREAS, upon approval of the agreement, pay increases specified therein shall be effective May 1, 2019;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that:

Section 1. The Collective Bargaining Agreement with FOP for the term beginning May 1, 2019, through April 30, 2024, governing sworn peace officers of the City Police Department, with the rank of sergeant and below of the City, in the form as heretofore presented to the City Council is hereby approved.

Section 2. The Mayor and City Clerk are authorized and directed to execute sufficient copies of said Collective Bargaining Agreement and exchange executed copies with representatives of the FOP. Upon receipt of executed originals of said Collective Bargaining Agreement from the FOP, the City Clerk is authorized to calculate and make payments to the members of the bargaining unit covered by said Collective Bargaining Agreement for wages and salary effective May 1, 2019.

Section 3. All prior ordinances in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not effect the validity of the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2019.

ATTEST:

Mayor William B. Wescott

City Clerk

Alderman Voting Aye

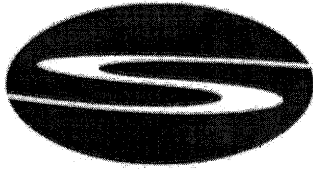
Alderman Voting Nay

WRITE OFFS JANUARY 2019 - MARCH 2019

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													0.00
<u>TOTAL</u>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>DECEASED</u>													
DENNING, JOSHUA	11-01720-12	595.58	320.54	27.15	130.62	8.63	64.64	4.47	37.58	1.96	-0.01		595.58
FENTON, BARRY	18-00090-19	154.11	79.62	2.49	48.07	1.53	19.88	0.48			2.04		154.11
LAW, DON/CHARLOTTE	31-00680-00	461.73	247.08	8.81	111.46	4.16	45.22	1.36	36.96	1.50	5.18		461.73
<u>TOTAL</u>		1,211.42	647.24	38.45	290.15	14.32	129.74	6.31	74.54	3.46	7.21	0.00	1,211.42
<u>SPECIAL CIRCUMSTANCE</u>													
DAILEY, KAREN	25-00210-00	527.11			397.78	16.64	110.21	2.48					527.11
JOHNSON, ALANDRIA	33-10000-00	3,296.99	3,296.99										3,296.99
VINSON, SHARON	23-01210-00	225.55			170.80	5.12	48.91	0.72					225.55
WITHEROW, JASON	21-00050-04	524.38			401.85	16.56	104.42	1.55					524.38
WITHEROW, JASON	21-00050-05	472.99			357.92	13.53	99.85	1.69					472.99
<u>TOTAL</u>		5,047.02	3,296.99	0.00	1,328.35	51.85	363.39	6.44	0.00	0.00	0.00	0.00	5,047.02
<u>AGED OUT</u>													
BALAREZO, AUGUSTINE	24-01600-24	195.37	44.69	2.33	99.22	4.44	42.12	1.61			0.96		195.37
CANTRELL, JERRI	43-00980-05	97.44	49.56	4.16	31.40	2.12			8.17	0.56	1.47		97.44
CENISEROS, MARK	18-00410-16	350.00	219.49		89.16		34.74				6.61		350.00
COSSMAN, CHRISTOPHER	23-00420-04	721.98	44.28	1.83	524.09	22.86	126.45	1.97			0.50		721.98
CROWDER, PARIS	28-00800-09	329.58	201.89	6.30	75.17	2.92	35.67	1.19			6.44		329.58
EDWARDS, CHON	7-00660-09	353.49	132.63	10.23	139.35	6.72	58.80	2.46	0.01		3.29		353.49
ELDER, JENNIFER	29-00550-06	440.18	153.77	7.94	145.29	13.60	62.98	9.68	41.10	1.63	4.19		440.18
GRIFFIN, JAMES	6-01020-21	154.06	32.06	1.33	64.81	4.11	29.43	1.60	18.95	1.02	0.75		154.06
HERNANDEZ, TROY	18-00650-05	343.81	110.59	6.68	155.60	6.92	35.54	1.48	23.22	0.67	3.11		343.81
HUNSBERGER, RINA	42-00860-14	58.12	18.40	0.52	21.58	0.64	11.29	0.29	4.76	0.11	0.53		58.12
JUAREZ, CESAR	42-00130-04	310.47	205.08	13.45	58.86	2.84	23.10	0.87			6.27		310.47
KOBBERMAN, TIFFANY	28-00710-04	541.40	377.58	17.96	89.43	4.99	37.97	1.86			11.61		541.40

WRITE OFFS JANUARY 2019 - MARCH 2019

NAME	ACCOUNT#	AMOUNT	ELE	ELE PEN	SEWER	SEW PEN	WATER	WAT PEN	GARBAGE	GAR PEN	TAX	UR LITE	TOTAL
LINDNER, LINN	20-02010-09	306.17	246.95	18.23					33.10	1.42	6.47		306.17
MARTIN, EDWARD	10-00630-12	1,038.31	342.20	16.63	353.26	16.27	264.77	11.82	21.79	1.04	10.53		1,038.31
MAYNARD, BRET	42-00920-00	557.51	242.64	21.52	167.22	9.39	79.77	4.25	24.66	1.25	6.81		557.51
PENSE, CASEY	30-00440-08	378.94	169.57	5.24	106.63	3.15	63.65	1.65	23.20	0.75	5.10		378.94
PHILLIPS, SHAQUILLA	10-00440-25	454.42	104.51	2.18	188.71	5.90	129.06	4.33	16.36	0.36	3.01		454.42
ROBERTS, ADRIAN	15-02690-01	227.20	71.82	3.81	87.95	3.93	34.27	1.14	21.57	0.82	1.89		227.20
SAENZ, OSCAR	11-00560-04	546.18	10.08	0.47	288.10	17.79	204.55	12.67	11.90	0.62			546.18
WASHAM, RAY	16-00610-11	336.53	319.77		4.89		1.93				9.94		336.53
WELCH, VENITA	15-01560-03	22.19	21.72								0.47		22.19
WHITE, BRIAN	29-01090-10	497.90	192.31	12.71	171.11	8.49	71.58	2.98	32.12	1.61	4.99		497.90
WOLF, MITCHELL	32-00540-07	568.00	48.28	5.99	269.69	1.68	227.39	0.49	12.77	0.35	1.36		568.00
TOTAL		8,829.25	3,359.87	159.51	3,131.52	138.76	1,575.06	62.34	293.68	12.21	96.30	0.00	8,829.25
GRAND TOTAL		15,087.69	7,304.10	197.96	4,750.02	204.93	2,068.19	75.09	368.22	15.67	103.51	0.00	15,087.69
													15,087.69



STANLEYCONSULTANTS, Inc

8501 West Higgins Road > Suite 730 > Chicago, IL 60631
773.693.9624 > stanleyconsultants.com

April 18, 2019

Ms. Robbin Blackert
City Administrator
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61115

Subject: WRF Screw Pumps Bearings Replacements
Recommendation for Award of Contract

Dear Robbin:

The City received two proposals for the Water Reclamation Facility screw pump bearings replacements project on April 10, 2019. This proposal provides for the replacement of two screw pump bearings; one primary and one secondary. If this work proves successful, the City will contract for the replacement of the three remaining bearings.

We sent the project information to six contractors with a request for their proposal. The amounts shown in the two proposals we received are summarized in the table below.

Contractor	Amount
DPS Equipment Services	\$47,000.00
Sjostrom & Sons, Inc.	\$27,660.00

The proposals were reviewed and the math in each was found to be correct and complete as submitted. The engineers did not provide an estimate for the installation work because of its specialized nature.

Subsequent to the receipt of the proposals we requested additional information from both contractors regarding their experience as a firm and the person assigned to complete the bearing work. Mr. Robert Sautter responded on behalf of Sjostrom & Sons. He stated that Sjostrom & Sons has no prior experience working with Lakeside Equipment Corporation screw pump equipment. He also stated that the persons in charge of the work would be himself and Mr. Corey Clark who has worked on the existing Rock Falls screw pump equipment multiple times. They are willing to get a different electrical subcontractor for the work.

Mr. Michael Sears responded on behalf of DPS Equipment Services. He stated that DPS Equipment Services has: (1) replaced upper bearing assemblies on six screw pumps (2 in 2014 and 4 in 2015) at the Carol Stream WTF; (2) rehabilitated two screw pumps in Fox River Grove in 2017; and (3) replaced one screw pump lower bearing at the Flagg Creek WRF in 2018. All of these screw pumps were manufactured by Lakeside Equipment Corporation. He also stated that he would be the person in charge of the work.



Ms. Robbin Blackert
April 18, 2019

Prior to the receipt of the proposals we discussed the project schedule with Mr. Sears. He is expecting to start the bearing replacement work in June 2019 with the anticipation that the work on each screw pump will require a week of work.

Also prior to the receipt of the proposals we ask Lakeside Equipment Corporation for a list of contractors they believed to be qualified to install their equipment. DPS Equipment Services was one of their listed firms. Sjostrom & Sons was not.

Based on our review of the two proposals and the information provided by the equipment manufacturer and the two contractors, it is our opinion that the best qualified contractor and the best value for the City in resolving the continuing screw pump bearing problems is DPS Equipment Services of Caledonia, Illinois. We note that the project specifications used to solicit proposals clearly states that the selection of the contractor for this work will be based in large part on their qualifications and experience with this specialized work (reference Section 12 of the RFP).

We recommend the City award the Water Reclamation Facility screw pump bearings replacements project contract to DPS Equipment Services in the amount of \$47,000.00. Please note that this is a unit price contract and the final contract amount at the end of the project will be dependent on the actual number of hours required for the work.

Please let me know if you have any questions or comments.

Sincerely,

Stanley Consultants, Inc.

Lawrence Thomas, PE
Water/Wastewater Department Manager

Robbin Blackert

From: Thomas, Larry <ThomasLarry@stanleygroup.com>
Sent: Monday, April 15, 2019 5:34 PM
To: Robbin Blackert; Ed Cox
Subject: FW: Rock Falls Screw Pumps

FYI



Larry Thomas, PE Water/Wastewater Department Manager
STANLEYCONSULTANTS 8501 West Higgins Road, Suite 730 Chicago, IL 60631
Email: thomaslarry@stanleygroup.com
T: 773-714-2015 | M: 815-355-0923 | stanleyconsultants.com

From: Rob Sautter [mailto:rsautter@sjostromconstruction.com]
Sent: Monday, April 15, 2019 11:12 AM
To: Thomas, Larry <ThomasLarry@stanleygroup.com>
Cc: Grant Sjostrom <gsjostrom@sjostromconstruction.com>; Joel Sjostrom <jsjostrom@sjostromconstruction.com>
Subject: Rock Falls Screw Pumps

***** EXTERNAL EMAIL - Use caution and verify authenticity before trusting any contents. *****

Larry:

In response to you April 14th email to Grant Sjostrom we offer this response. We have no experience setting Lakeside screw pumps in the last five years. However we have a great deal of experience in working on the Rock Falls screw pumps and have successfully replaced bearings and drive components multiple times. Throughout this repair history we are not aware of any of the reoccurring problems being attributed to our workmanship. Going back to the original installation of the S-B screw pumps we have start-up reports from S-B accepting our work. We are confident that our installation of the S-B equipment has always been performed per specifications.

Our proposed installation crew would be headed up by Corey Clark. Corey has been on site multiple times and has replaced half a dozen top bearings and removed and reinstalled a primary screw once. Corey is a union teamster mechanic and well versed in all aspects of repairing/maintaining construction equipment as well as installing/repairing industrial mixing and process equipment that involves motors, gearboxes and bearings. The second crew member would either be Randy Rainwater and experienced union millwright or Mack Macklin an experienced union operator mechanic. Randy Rainwater routinely installs, repairs and replaces heavy duty drive train components in industrial process applications such as paint production and gum making with motor horsepower's well in excess of the 30 HP Lakeside drives. I have been involved in the Rock Falls screw pump issue since the City first got us involved. I will take overall responsible for our installation.

We will find another electrical subcontractor and let you know if it we need to revise our proposal.

Please call or email if you required any additional information.

Thanks,

Rob

Robert J. Sautter, P.E.

Project Manager
Sjostrom and Sons, Inc.
Office: 815/226-0330
Direct: 815/316-3659
Cell: 815/791-0749



"Achieving winning results with exceptional people"

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Robbin Blackert

From: Thomas, Larry <ThomasLarry@stanleygroup.com>
Sent: Wednesday, April 17, 2019 8:06 PM
To: Ed Cox; Robbin Blackert
Subject: FW: Rock Falls Screw Pump Bearing Replacements

fyi



Larry Thomas, PE Water/Wastewater Department Manager
STANLEYCONSULTANTS 8501 West Higgins Road, Suite 730 Chicago, IL 60631
Email: thomaslarry@stanleygroup.com
T: 773-714-2015 | M: 815-355-0923 | stanleyconsultants.com

From: MICHAEL SEARS [<mailto:michaelsears1@msn.com>]
Sent: Wednesday, April 17, 2019 8:08 AM
To: Thomas, Larry <ThomasLarry@stanleygroup.com>
Subject: Re: Rock Falls Screw Pump Bearing Replacements

***** EXTERNAL EMAIL - Use caution and verify authenticity before trusting any contents. *****

Larry,

We have replaced upper bearing assemblies on six (6) screw pumps (2 in 2014 and 4 in 2015) at the Carol Stream WTF (operated by CH2Mhill, phone #630-653-5499).

Two (2) screw pump rehabs at Fox River Grove in 2017 (Phone #847-639-8360).

One (1) lower bearing replacement at Flagg Creek WRF in 2018 (Phone #630-323-3299).

I will be the project manager for this project.

Thank You
Michael R. Sears - Project Manager
DPS Equipment Services, Inc.
P.O. Box 55 Caledonia, IL 61011
815-980-8844
michaelsears1@msn.com

On Apr 14, 2019, at 12:41 PM, Thomas, Larry <ThomasLarry@stanleygroup.com> wrote:

Dear Mr. Sears:

Thank you for submitting a proposal for completing the screw pump bearing replacement work in Rock Falls. For the purposes of verifying your firm's experience with Lakeside screw pump equipment, please provide us the following:

1. A list of your firm's prior experience with Lakeside screw pump equipment during the past five years.
2. The name and experience of the person in your firm that will be in responsible charge of this project's bearing work.

We request that you provide this information no later than Wednesday at 1:00 pm so that we can provide our recommendation to the City by their deadline.

Thank you for your assistance in gathering this information. If you have any questions, please call me at 815-355-0923.

<image001.png> **Larry Thomas, PE** Water/Wastewater Department Manager
STANLEYCONSULTANTS 8501 West Higgins Road, Suite 730 Chicago, IL 60631
Email: thomaslarry@stanleygroup.com
T: 773-714-2015 | M: 815-355-0923 | stanleyconsultants.com

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January 23, 2019

Utilities Committee

RE: Change in Customer Utility Deposit

It is becoming more and more apparent to me that we need to increase the deposits for residential customers. The amount sent to the Comptroller for 2018 final bills is currently at \$70,673.87 with another two months left to go (it takes 60 days after final bill before it is sent to the Comptroller). For all of 2017 final bills, we only sent \$52,320.22 to the Comptroller. The remaining balance of the 2018 sent is \$63,466.01 and is made up of 104 customers which is an average of \$610 per customer. Overall the average residential customer bill is \$165 per month. For the most part customers who end up being sent to the Comptroller leave us with a final bill consisting of two months. If a customer plays the system right, they can actually reach 2-3/4 months before we can disconnect them for delinquent payment. Several of these 104 customers have an average monthly bill higher than the \$165 overall average.

Currently the 'lights' are as follows:

Green-0-10% (roughly 668-850 score range)	Deposit \$50
Yellow-10.1-25% (roughly 575-667 score range)	Deposit \$100
Red-25.1-100% (roughly 300-574 score range)	Deposit \$150

There are certain criteria that automatically forces either a yellow or red light such as unpaid utilities, bankruptcy or no credit history at all. Deposits are held until either the customer moves (then it is applied to final bill) or the customer pays on time for two years (then we reimburse the customer).

What I would propose we do is as follows:

Green-0-10% (roughly 668-850 score range)	No Deposit
Yellow-10.1-25% (roughly 575-667 score range)	Deposit \$100
Red (Tier 1)-25.1-50% (roughly 518-574 score range)	Deposit \$200
Red (Tier 2)-50.1-100% (roughly 300-517 score range)	Deposit \$300

Continue the automatic yellow or red light but change unpaid utilities to be a Tier 2 red light. Also would like to only hold the deposit for one year (or until the customer moves). I don't feel holding the deposit for more than one year is necessary. One year of displaying one's ability to pay their utility bill on time is sufficient to me.

The increase would have given us potentially \$15,000 more to apply to the \$70,673.87.

POSITION DESCRIPTION CITY OF ROCK FALLS

POSITION: Apprentice Lineman
REPORTS TO: Director, Operations Manager of Electric Department and Senior Lineman

PRIMARY RESPONSIBILITIES

- Learn the Lineman's trade by working with a Journeyman Lineman and complete all Apprentice Lineman steps on time.
- Assure the utility customers will receive reliable electric service.
- City rules and safety practices at all times.
- Assure all work is performed safely according to City safety policies.

QUALIFICATIONS:

- High School graduate.
- Completed one year Apprentice Lineman Technical College.
- Valid State of Illinois CDL Class "A" drivers license or ability to acquire one within six months.
- On call after hour rotation basis.

KNOWLEDGE OF:

- Hand and power tools.
- Basic electricity.
- Heavy machinery.
- Pumps, motors etc.

ABILITY TO:

- To use a variety of hand and power tools.
- To run heavy equipment.
- To lift (70) pounds above the waist.
- To work in a variety of climates for long periods of time.
- To work in confined spaces.
- To descend and ascend a thirty foot ladder.

ESSENTIAL JOB FUNCTIONS

- Learn the Lineman trade from qualified senior Lineman.

ADDITIONAL REQUIREMENTS

- Participate in City's Apprenticeship Program and pass top out exam.
- Perform proper maintenance of department equipment.
- Perform proper maintenance and operation of Diesel Generators.
- Possess a general understanding of meters and meter equipment.
- Maintain daily records of plant operation and maintenance.
- Assist with construction equipment.
- Operate a dump truck.
- Perform other duties as required.

PHYSICAL DEMANDS

- Be able to climb a 30-foot ladder carrying 30-pounds of tools and equipment and work off the top of the ladder at arms reach for 30-minutes.
- Be able to climb 70-foot poles and install equipment weighing up to 70-pounds.
- Be able to bend over for 30-minutes working below ground level installing equipment and operating hand tools up to 30-pounds.
- Speak and write in English.
- Be physically conditioned to withstand weather conditions of the Midwest from extreme hot to extreme cold conditions.

WORK ENVIROMENT

JOB HAZARD/RISK FACTORS:

- Daily exposure to high voltage hazards

APPROVED BY:

City Council

Date

Bid Tab Sheet

Bid Opening April 16, 2019 6:30 p.m.

1006 Avenue A, Rock Falls IL

	David Widener	Danny Basarich		
Signature of Bidder	Yes	Yes		
Offer Amount	\$600.00	\$2,500.00		
Verified Letter	Yes	Yes		

Bid Tab Sheet

Bid Opening April 26, 2019 11:00 a.m.

1606 4th Avenue, Rock Falls IL

Demolition

	Furr Excavating 30529 Duden Road Rock Falls, IL 61071			
Offer Amount	\$5,400.00			

RESOLUTION NO. 2019-823

**RESOLUTION AUTHORIZING THE SALE OF SURPLUS REAL ESTATE
1206 13TH AVENUE, ROCK FALLS, IL 61071**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-76-4.2 authorizes an alternative method for the sale of surplus real property in any municipality with a population of less than 20,000 situated within a county that has had an unemployment rate, as determined by the Illinois Department of Employment Security, higher than the national unemployment average, as determined by the U.S. Department of Labor, for at least one month during the six months preceding the adoption of a resolution to sell surplus real estate; and

WHEREAS, for the month of September, 2018, the unemployment rate in Whiteside County, as determined by the Illinois Department of Employment Security, was 4.0%, which was higher than the national unemployment average for the United States of 3.7%, as determined by the United States Department of Labor; and

WHEREAS, the City of Rock Falls (the “City”) has a population of less than 20,000; and

WHEREAS, on November 6, 2018, the City Council of the City of Rock Falls adopted Resolution 2018-799, which resolution authorized the sale of certain surplus real estate of the City, being more particularly described on Exhibit A, attached hereto (the “Real Estate”), by bid under 65 ILCS 5/11-76-4.1, and received no bid for the purchase of the Real Estate on such occasion; and

WHEREAS, in the event that the City has received no acceptable offer on the Real Estate within six (6) months from the adoption of the resolution, 65 ILCS 5/11-76-4.2(c) further authorizes the sale of surplus real estate by: (i) the staff of the City; (ii) listing with local licensed real estate agencies; or (iii) public auction; and

WHEREAS, a period in excess of six (6) months from the adoption of said resolution having passed, and the City receiving no acceptable offer to purchase the Real Estate, the Mayor and the City Council (collectively, the “Corporate Authorities”) hereby find that the requirements of 65 ILCS 5/11-76-4.2(c) are satisfied; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

SECTION 1: The preambles to this resolution are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

SECTION 2: The Corporate Authorities of the City hereby declare and find that the Real Estate is no longer necessary or appropriate for the uses of the City, and that the sale of the Real Estate is in the best interests of the City.

SECTION 3: The terms of the sale, a legal description of the Real Estate, and its current size, use and zoning are set forth on Exhibit A attached hereto.

SECTION 4: The City Clerk is hereby directed to publish this resolution upon passage once a week for three (3) successive weeks in a daily or weekly newspaper published in Whiteside County. No sale shall be conducted until at least thirty (30) days after first publication.

SECTION 5: Offers or bids may be submitted to Mark Searing, City of Rock Falls Building Official, at 603 West 10th Street, Rock Falls, IL 61071, who is further authorized to solicit offers or bids for the purchase of the Real Estate on behalf of the City, and is directed to submit any such offers or bids to the Corporate Authorities for review and consideration.

SECTION 6: Upon submission of any offers or bids to purchase by the Building Official, the Corporate Authorities are authorized to accept any offer or bid determined by them to be in the best interests of the City by a vote of three-fourths (3/4) of the corporate authorities then holding office.

SECTION 7: The provisions and sections of this resolution shall be deemed to be separable, and the invalidity of any portion of this resolution shall not affect the validity of the remainder.

SECTION 8: All resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 9: This resolution 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 Rock Falls on the _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

SURPLUS REAL ESTATE

PROPERTY LOCATED AT: 1206 13th Avenue, Rock Falls, Illinois 61071

Lot 25 in Block 2 in Fairview Subdivision of the Northwest Quarter of Section 33, Township 21 North, Range 7 East of the 4th P.M. in the City of Rock Falls, situated in the County of Whiteside in the State of Illinois, commonly known as 1206 13th Avenue, Rock Falls, Illinois 61071

PIN No. 11-33-103-025

TERMS OF SALE: Cash sale only/As is condition

ZONING: R-2

USE: Residential (vacant lot)

CITY OF ROCK FALLS

Facade Improvement Program

APPLICATION

Estimated Total Project Cost \$ 50,000 Amount Requested \$ 5,000

Applicant Information

Name River Bridge LLC Pete Harkness Pres

Mailing address 17627 GRANDVIEW Dr. Sterling IL 61081

Phone 815-499-6650 Email address peteharkness@peteharkness.com

Is applicant property owner: yes ☒ no ☐ (if no, please provide the following)

Property Owner's Name SAME AS ABOVE

Mailing address _____

Phone _____ Email address _____

If applicant is not property owner, the following must be completed by the property owner:

I certify that I, the owner of the property located at 100 West 1st Street, authorize the applicant River Bridge LLC, to apply for a reimbursement grant under the City of Rock Falls' Facade Improvement Grant Program and to undertake the approved improvements.

Property Owner's Signature _____ Date 03/19/2019

Property Information

Address of property to be improved 100 WEST 1ST STREET

Property PIN _____

Name of Business CS/A

Description of Proposed Improvements STONE, WOOD, PAINT, ROOF, HVAC

(attach a separate sheet if more space is needed)

Please describe why this proposed improvement project and funding is necessary to your business and the community

UPDATE AND SYNC PROPERTIES INTO RIVERFRONT FIRM.

CITY OF ROCK FALLS

Facade Improvement Program

Property Address 100 W 1ST STREET

Applicant Name Rock Bridge LLC

SUBMITTAL FOR REIMBURSEMENT

I, the undersigned, warrant that all representations of the application submitted under the Facade Improvement Program are true and accurate and that there has been no material change which would in itself or cumulatively with other events impair the profitable functioning of my business operation. All agreements, warranties and representations made to the City of Rock Falls are true at the time they were made and shall remain true at the time of submittal for reimbursement under the program.

The total amount of the grant approved was \$ _____ toward which I have as of this date paid \$ _____. I hereby attest that I have not received any other funds from a third party to pay for the work which is paid for by this grant. I hereby certify that the final Costs have been completed at the project address and they have been paid in full and my business is "open for business" as of this date.

Applicant Name: Pete Harlener
(print)

Applicant Signature _____
(signature)

Date 3/19/19

(if applicable)
Property Owner Name: Rock Bridge LLC
(print)

Property Owner Signature _____
(signature)

Date 3/19/19

Reimbursement Authorization

Signature _____

date _____

Print name _____

Title _____

CITY OF ROCK FALLS

Facade Improvement Program

SCOPE OF WORK

Address of property to be improved 100 1st St

Applicant's name Pete Harkner

<u>Work</u>	<u>Cost</u>
Permit(s), etc.	
Demolition	
Structural reinforcement	
Masonry Repairs/Cleaning	
Window replacement/Repair	
Door Replacement/Repair	
Storefront Replacement/Repair	40,000
Painting	
Cornice Replacement/Repair	
Exterior lighting	
Signage	
Awnings	
Alleyway	
Other*	
TOTAL	\$0.00

*please add additional sheet if needed

Clean and seal cracks in screw lift troughs

Total Cost

1 J Law Concrete LLC
10178 Senora Plaza
Rock Falls IL. 61071

\$17,880.00

Cell: 815-441-9048

Office: 815-632-3280

2 Murray and Sons Excavating and Paving
21304 Mathew Rd
Sterling IL. 61081

\$18,700.00

Office: 626-2607

3 Burgur Brothters
P.O. Box 107
Rock Falls Il. 61071

\$19,590.00

Office: 815-622-3189

Engineers estimate 17,500

2019 Simplicity Citation Zero turn 61 inch deck mower

Total Cost

1 Mikes Repair

\$7,299.00

901 Dixon Ave

Rock Falls IL. 61071

Office: 815-626-3225

2 Five Star Enterprises

\$7,299.00

15649 Lincoln Rd

Morrison IL 61270

Budgeted \$6,600

PIPE TAMEER TRAILER

Bids Taken at: Electric Department
Date: March 27, 2019
Tabulated by: Dick Simon
Sheet No. 1 of 1

[illegible]

GENERATION SITING AND OPERATING AGREEMENT

This Agreement entered into as of the _____ day of _____, 2019 between ILLINOIS MUNICIPAL ELECTRIC AGENCY ("IMEA" or the "Agency"), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF ROCK FALLS, ILLINOIS ("City"), a municipal corporation created and existing under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, IMEA is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois created to serve the municipalities in the State that own and/or operate their own municipal electric utilities through joint action to achieve economies and efficiencies in the production and supply of electric energy not possible for municipalities acting alone; the City owns and operates its own municipal electric distribution system and utility; and the City is a Member-owner of IMEA; and

WHEREAS, IMEA has long-term Power Sales Contracts with the City and its other 31 Members to provide all of the electric power and energy required for the operation of the Members' municipal electric systems; and

WHEREAS, public policy in the country as it relates to the electricity industry is placing great pressure on load serving entities to meet larger portions of their electricity needs with carbon-free renewable generation resources and energy efficiency, including existing and proposed State and Federal legislation and regulations mandating or proposing to mandate minimum renewable resource and energy efficiency standards, and including proposed rules that would require reduction in greenhouse gas emissions; and

WHEREAS, in furtherance of its obligations under the Power Sales Contracts and to further the national goals and policies of acquiring power supply from carbon-free, renewable resources, IMEA has adopted a solar energy resource program pursuant to which it will sponsor one or more solar generation projects to be located on sites within and to be interconnected with the municipal electric distribution systems of one or more of its Members; and

WHEREAS, the City has offered to host a solar project under the program and to provide the site identified in this Agreement for installation of a solar generation facility to be interconnected with the City's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the City on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the Agency and the Member agree as follows:

1. IMEA shall install, own, operate and maintain, or cause to be installed, owned, operated and maintained, at its expense, a solar generation facility to be connected to the City's electric distribution system for use as a source of supply of electricity for the City's citizens and businesses.

The form of IMEA's sponsorship on the solar project in Rock Falls shall be through the execution of a Power Purchase Agreement ("PPA") with the contractor/supplier finally selected by IMEA to build, own and operate the project. The solar generation facility will consist of photovoltaic panels, inverters and related equipment designed to produce and rated at approximately 1000 kW. The PPA includes an option for IMEA to acquire ownership of the solar generation facility in the future.

2. The solar generation facility will be directly interconnected to the City's electric distribution system. The power and energy from the solar generation facility will be delivered directly to the City for use by the City's citizens and businesses. This power and energy will be used to supplement IMEA's provision of electricity to meet the City's requirements under the Power Sales Contract. The other attributes associated with the energy produced by the solar generation facility, including but not limited to capacity, ancillary services and credits associated with the renewable or non-carbon nature of the energy produced, shall be retained by IMEA for the benefit of all of its Members.

3. The City shall provide a parcel of land to be used for the site of the solar generation facility. The parcel shall be a total of 6.51± acres consisting of Lots 14 and 15 of the Rock Falls Industrial Park Subdivision Number 7, a subdivision of the East Half of the East Half of Section 34 and part of the West Half of the West Half of Section 35, Township 21 North, Range 7 East of the Fourth Principal Meridian, Whiteside County, Illinois, and as shown in Attachment A hereto (the "Premises"). The solar generation facility is to be installed and maintained at the site on the Premises as identified and depicted on Attachment B hereto. The City shall provide IMEA unrestricted usage of and access to the Premises for all purposes related to the solar generation facility. Consistent with Section 8 below, IMEA and/or its contractor/supplier will maintain the Premises in compliance with applicable City building, zoning and other regulations.

4. [Reserved]

5. The City shall execute an appropriate instrument to grant IMEA an easement or similar rights to cause the Premises to be used as the site for the solar generation facility. The instrument shall have a reversion clause that automatically terminates the easement rights when the solar generation facility ceases to exist or is acquired by the City. The instrument shall be in a form and have such provisions as are reasonable and customary for instruments of its type and as shall be mutually agreeable to the parties. Upon execution, the instrument shall be recorded in the land records in the appropriate offices of Whiteside County, Illinois. The easement shall be granted in exchange for a nominal consideration. The City shall charge no other fee for the use of the Premises.

6. IMEA shall have the right to grant one or more irrevocable, non-exclusive licenses running with the land for the Premises to the contractor/supplier selected to build, own and operate the solar generation facility for access to and for the purpose of installing, owning, operating and maintaining, and at appropriate times repairing, replacing and/or removing the solar generation facility and all related equipment on or from the Premises. IMEA may grant the holder of any such license the right to record a memorandum of license or other appropriate instrument in the land records in the appropriate offices of Whiteside County, Illinois.

7. Real property owned by the City is exempt from property-related taxes as long as it is held or used for a public purpose. The production of energy to be used in the City's municipal electric utility is a public purpose. IMEA and its contractor/supplier should not be subject to property taxes or other fees, monetary contributions or taxes in lieu of property taxes in connection with the use of the Premises for placement of the solar generation facility or the ownership of the facility. The solar generation facility to be located on the Premises will serve the public purpose of being used in connection with the provision of electricity to the citizens and businesses of the City as part of the City's electric utility system, and as such, it is tax-exempt. The City agrees to use its best efforts to keep IMEA and its contractor/supplier from being made subject to any such property-related taxes, fees, monetary contributions or taxes in lieu in connection with the ownership of the solar generation facility or the use of the Premises. The above notwithstanding, IMEA and/or its contractor/supplier will be subject to applicable permit fees assessed by the City in conjunction with the review and granting of permits.

8. The City agrees to take all steps reasonably necessary under applicable building, zoning and other regulations of all local government authorities such that IMEA and/or its contractor/supplier will have the necessary authorizations to install, operate and maintain the solar generation facility. IMEA and/or its contractor/supplier will at all times comply with all applicable building, zoning and other regulations regarding the use and upkeep of the Premises.

9. If it has not already done so, the City will complete the IDNR (Illinois Department of Natural Resources) Ecological Compliance Assessment Tool (EcoCAT) Application for the host site within 15 calendar days of execution of this Agreement to initiate natural resource reviews for:

- a. Illinois Endangered Species Protection Act [520 ILCS 10/11(b)] and Illinois Natural Areas Preservation Act [525 ILCS 30/17] as set forth in procedures under Title 17 Ill. Admin. Code Part 1075.
- b. Interagency Wetland Policy Act of 1989 [20 ILCS 830] as set forth in procedures under Title 17 Ill. Admin. Code Part 1090 when state agencies provide funding (including federal pass-through funding) or technical assistance.

IMEA will reimburse the City up to \$500 for the fee, if any, plus convenience fee costs associated with the EcoCAT application process. This EcoCAT report may be required by certain environmental Acts. The City will not be paid by IMEA for its staff or consulting time needed to complete such tasks. The City's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation facility, including any necessary variance or similar action with respect to any restriction arising out of the EcoCAT process.

10. IMEA agrees to provide for environmental and other governmental and/or regulatory permitting and approvals, if any, other than that specified in Sections 8 and 9 immediately above, as required by law to install, own, operate and maintain the solar generating facility. IMEA's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation facility.

11. The City shall not build or allow any structure of any kind to be built on, or make any other alterations to, the Premises or any adjoining parcel owned by the City that would block access to the sunlight by the solar generation facility or that would otherwise adversely affect, cause damage to or interfere with the construction, operation or maintenance of the solar generation facility. The City will enforce its currently effective building, zoning or other land use regulations and restrictions to ensure to the extent possible under such currently effective regulations and restrictions that no construction on or alteration of any adjoining parcels will be allowed to block access to the sunlight by the solar generation facility or that would otherwise interfere with the solar generation facility. The City will not make any changes to its currently effective building, zoning or other land use regulations and restrictions or grant any variance or exception thereto that would allow for any such construction on or alteration of any adjoining parcels. The City shall notify IMEA in a timely manner if it becomes aware of any plans for any such construction on an adjoining parcel. The City will also use its best efforts to encourage the landscape elements and vegetation control on all adjacent properties to be configured so as not to block access to sunlight or otherwise interfere with the solar generation facility.

12. The City shall remove any and all trees from the Premises that might interfere with the solar generation facility in a timely manner in coordination with IMEA and its contractor/supplier. IMEA or its contractor/supplier shall have the right and obligation to maintain all vegetation on the Premises that is at or inside the fence of the solar generation facility. The City grants IMEA or its contractor/supplier permission to grade and/or provide drainage for the Premises subject to City review and approval.

13. The City shall install and maintain in accordance with prudent utility practice, at its expense, the necessary equipment to connect the solar generation facility to the City's electric distribution system, which interconnection equipment shall be owned by the City. The City-provided three phase equipment is depicted on Attachment C and shall consist of a 1500 (or greater) kVA, 34.5 (or as required for City's distribution system) kV_{LL} delta - 480 V_{LL} wye grounded step up transformer, high side fuses and load break disconnect switching, low side bidirectional, four quadrant revenue metering (preferably an Itron polyphase meter) with SCADA connectivity, and associated high side cabling to extend the City's existing distribution feeder to the step up transformer. IMEA agrees to reimburse City for the cost of said metering. IMEA will cause its contractor/supplier to execute an appropriate interconnection agreement with the City.

14. The interconnection point between the solar project and the City's electric distribution system shall be made an additional Delivery Point for the City under its Power Sales Contract with IMEA and the power and energy delivered to the City from the solar generation facility shall be metered and billed to the City by IMEA in accordance with the Power Sales Contract. The City shall provide IMEA SCADA access to all output from the revenue metering and, as required, access to single phase 120/240 VAC power for IMEA SCADA communications at the site.

15. The City shall provide IMEA with access to monitoring points within the section of the City's electric distribution system serving the solar generation facility and reasonable City staff time for installation of monitoring devices for the purpose of studying real-time voltage and harmonic conditions as the solar generation facility output and substation regulation and loading

vary; provided that no such devices shall be permitted if and to the extent they would create any safety concerns or limit the City's operational flexibility. IMEA or its contractor/supplier will provide the City with access to a public internet web site displaying real time and historic solar array output data from the solar generation facility, reported in user-defined time intervals.

16. The City shall at all times preserve and maintain the interconnection of the solar generation facility to its electric distribution system in accordance with prudent utility practice and shall receive the electricity produced by the solar generation facility into its electric distribution system. The City shall use its best efforts to cause the interconnection between its electric distribution system and the solar generation facility to be taken off line for no more than a total of forty-eight (48) daylight hours per calendar year. The City shall notify IMEA at least forty-nine (49) hours in advance of the commencement of any scheduled outage and shall use its best efforts to notify IMEA immediately of any unscheduled or emergency outage.

17. The City agrees to provide single phase, 120/240 VAC, minimum 100 Amp electric service at the site for the purpose of serving auxiliary power requirements of the solar generation facility, and IMEA and/or its contractor/supplier agrees to reimburse the City for the cost of said auxiliary power.

18. If and at such time as IMEA acquires ownership of the solar generation facility, the City agrees to provide or arrange for grounds maintenance for the solar generation facility, and IMEA agrees to reimburse the City for the reasonably incurred costs of doing so.

19. If and at such time as IMEA acquires ownership of the solar generation facility, the City agrees to provide electric utility personnel to perform routine maintenance and to operate the solar generation facility at IMEA's direction. IMEA agrees to reimburse the City for use of municipal utility personnel at the City's then current hourly rates of compensation.

20. IMEA agrees to secure or to cause its contractor/supplier to secure the site by installing on the Premises, at its expense or at the expense of its contractor/supplier, yard lighting (Delivery Point area), substation quality fencing and lockable gate(s) accessible by IMEA or its contractor/supplier and by City personnel. Except where there is imminent risk of damage to persons or property, the City shall notify IMEA prior to entering the solar generating facility if required for purposes of operating or maintaining the utility system. The City shall give IMEA 24 hour notice prior to providing facility access to small public groups for educational and promotional purposes. Said groups shall be properly escorted and supervised by City utility personnel while in the facility. Notwithstanding the foregoing, no activities shall be allowed at the site or on the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the operation of the solar generating facility.

21. The City shall provide, at its expense, police and fire protection/emergency response for the solar generation facility, including any special training that may be needed for fire response at such a facility. IMEA or its contractor/supplier shall provide such emergency response personnel access to an emergency trip switch for the main low side breaker of the solar generation facility. Access to the emergency trip switch shall be secured by a lock box located immediately outside the facility fence.

22. The City shall notify IMEA immediately if an emergency condition arises regarding or that may affect the solar generation facility. The City shall notify IMEA in a timely manner if it becomes aware of any other risk to, damage, or condition affecting the Premises or the solar generation facility. IMEA and the City shall designate personnel and establish procedures to allow such notifications at all times, twenty-four (24) hours per day, including weekends and holidays.

23. IMEA agrees to procure and maintain such policies of liability insurance and to cause any third party to which it has granted use rights to procure and maintain such policies of liability insurance as shall be necessary in accordance with prudent utility practice to insure against any claim or claims of damage arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of the solar generation facility on the Premises. At a minimum, such policies shall include: (a) property insurance on the solar generation facility for the replacement cost thereof; (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (c) employer's liability insurance with coverage of at least \$1,000,000; and (d) workers' compensation insurance as required by law. In addition, IMEA currently has in place and shall continue to maintain an overall umbrella policy with a face amount of at least \$5,000,000. Beyond any such insurance, IMEA shall not be liable to the City for any damage to the Premises or any injury or damage occurring on the Premises in connection with the operation of the solar generation project or otherwise, unless caused by the gross negligence or intentional misconduct of IMEA or its agents. The City agrees to procure and maintain such policies of liability insurance as are commercially reasonable as the owner of the Premises.

24. Subject to applicable limits under Illinois law regarding governmental immunity, the City shall indemnify, defend and hold harmless IMEA and its contractor/supplier from and against all liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by IMEA or its contractor/supplier or any of their contractors or agents. Subject to applicable limits under Illinois law regarding governmental immunity, IMEA shall indemnify, defend and hold harmless the City (or IMEA shall cause its contractor/supplier to indemnify, defend and hold harmless the City) from and against all liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by IMEA's contractor/supplier or any of its contractors or agents. Each party shall promptly notify the other party if it becomes aware of any Hazardous Substance on or about the Premises or any deposit, spill or release of any Hazardous Substance.

25. The PPA may require IMEA to obtain certain acknowledgements and agreements from the City as it relates to the Premises and the solar generation facility. The City agrees that the solar generation facility is and shall retain its legal status as personal property and shall not attach to or be deemed a part of, or fixture to, the Premises. The City shall place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Premises on notice of the ownership of the solar generation facility and its legal status and classification as personal property. If there is at any time during the term of this Agreement any mortgage, pledge, lien, charge, security interest, encumbrance, fixture filing or other claim of any nature against the Premises which could reasonably be construed as prospectively attaching to the

solar generation facility as a fixture of the Premises, Purchaser shall provide a disclaimer or release from the holder of such interests or claims. The City consents to the filing of a disclaimer by IMEA's contractor/supplier of the solar generation facility as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises is located. If requested by IMEA's contractor/supplier, the City agrees to deliver a non-disturbance agreement between itself and IMEA or between the holder of any of the foregoing interests or claims and IMEA in a form reasonably acceptable to IMEA's contractor/supplier.

26. Unless otherwise agreed to by IMEA and City, at the end of the initial term, or any extension thereof, IMEA agrees to promptly remove all of its removable equipment from the Premises or cause the same to be removed and use reasonable efforts to restore the site to its condition prior to installing the solar generation facility.

27. The initial term of this Agreement shall commence upon its execution and continue until the date that is one hundred twenty (120) days following the date of expiration or termination of IMEA's PPA with the contractor/supplier who owns the solar generation facility; provided however, if the power supply portions of the PPA terminate earlier than 20 years after the Commercial Operation Date (as defined in the PPA) because IMEA acquired ownership of the solar generation facility during the term of the PPA, then the initial term of this Agreement shall continue until the date that is twenty years and one hundred twenty days after such Commercial Operation Date. Thereafter, this Agreement shall continue in full force and effect until terminated by one hundred and twenty (120) days written notice from either party. Notwithstanding the foregoing, this Agreement shall terminate if the solar generation facility is removed from the Premises.

28. If the Power Sales Contract between IMEA and the City expires and is not extended or replaced during the term of the PPA, then the PPA between IMEA and its contractor/supplier shall be assigned by IMEA to the City. The City shall accept such assignment, and thereafter the City shall be fully responsible for all obligations and shall be entitled to all rights under the PPA. If IMEA has acquired ownership of the solar generation facility prior to such expiration of the Power Sales Contract, then IMEA agrees to transfer ownership of the solar generation facility to the City upon such expiration, subject to the City paying IMEA an amount equal to the then current net book value of the solar generation facility.

[This space left blank intentionally]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officials, respectively, being thereunto duly authorized, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

CITY OF ROCK FALLS, ILLINOIS

By: _____
Mayor

ATTEST:

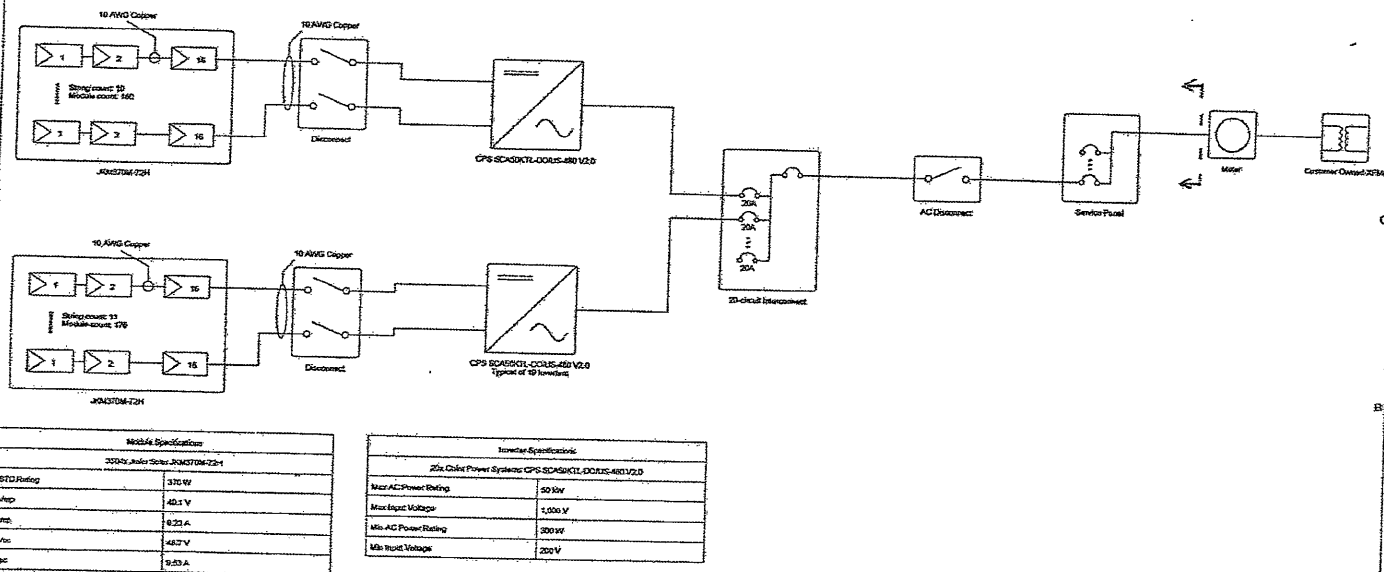
City Clerk

ATTACHMENT "B" – Rock Falls Solar Site



TOTAL SYSTEM DESCRIPTION	
MODULE TYPE	350W JKM370M-72H
COUNTRY	USA
SYSTEM SIZE (DC)	1,020 MW
SYSTEM SIZE (AC)	1,020 MW
INVERTER	CP6 SCASCKL-DOUS-480 V2.0
TYL ANGLE	20°
ADJ. ANGLE	20°

ATTACHMENT "C" – Rock Falls Solar Site



Module Specifications	
350W, Junior Solar JKM370M-72H	
STD Rating	370 W
V _{mp}	40.1 V
I _{mp}	9.23 A
V _{oc}	48.7 V
I _{sc}	9.53 A

Inverter Specifications	
Zota Onix Power Systems CP6-SCASCKL-DOUS-480 V2.0	
Max AC Power Rating	50 kW
Max Input Voltage	1,000 V
Min AC Power Rating	200 W
Min Input Voltage	200 V

SOL SYSTEMS
1101 Connecticut Ave NW,
Second Floor
Washington, DC 20036

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PROJECT NAME
IMEA Rock Falls
1408 McNeil Rd
Rock Falls, IL 61074

PROJECT NUMBER

PROPOSAL SUBMITTAL

REVISION	DATE	DESCRIPTION
1.0	10/10/2017	Initial Proposal
2.0	10/10/2017	Revised Proposal
3.0	10/10/2017	Final Proposal

SOLAR ELECTRIC SYSTEM CLIENT

NAME	DATE	CONTACT	PHONE	EMAIL
IMEA	10/10/2017	John Doe	555-555-5555	john.doe@imea.com

1 OF 1

Printed on 10/10/2017

EASEMENT

This Easement Agreement is entered into this ____ day of ____, 20__ between CITY OF _____, ILLINOIS, hereinafter referred to as the Grantor, and the Illinois Municipal Electric Agency, a municipal corporation and unit of local government, hereinafter referred to as the Grantee.

The following recitals of fact are a material part of this instrument:

A. The Grantor is the owner of a tract of land described as follows and hereafter referred to as the Parcel:

B. The Parcel is presently an _____.

C. The Grantee is a municipal power agency created under and empowered by the Illinois Joint Municipal Electric Power Act.

D. The Grantor is an Illinois municipality that owns and operates its own municipal electric distribution system and utility, and it is a Member-owner of the Grantee. The Grantor wishes to host a solar electric generation facility on the Parcel to be interconnected with the Grantor's distribution system and to provide the electricity therefrom to serve the citizens and businesses of the Grantor.

E. The Grantee wishes to obtain an easement from the Grantor for the purpose of constructing, operating, and maintaining a solar electric generation facility, which will consist of photovoltaic panels, inverters and related equipment, hereinafter referred to as the Facilities, on the Parcel.

F. For the purposes stated above, the Grantor are willing to grant to the Grantee an easement upon, over, under and across and access to that part of the Parcel depicted in Exhibit "A" attached hereto and hereafter referred to as the Easement Parcel:

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. GRANT OF EASEMENT. The Grantor hereby grant to the Grantee, its successors, assigns, lessees, and/or licensees the perpetual right, privilege, easement and authority, subject to the reversion clause set forth herein, to construct, operate, maintain, repair, replace and remove the Facilities, including but not limited to the necessary support structures, photovoltaic panels, inverters, meters, wires, security fencing, communications equipment and any and all other equipment reasonably necessary or convenient for the safe and proper operation and functioning of a solar generation facility, upon, over, under and across the Easement Parcel to form a part of the electric power system to be owned and operated by the Grantee, its successors, assigns, lessees, and/or licensees, together with the right of ingress, egress and access to and from the Easement Parcel in the exercise of the rights granted herein. Hereinafter, the term Grantee shall include Grantee, itself, and/or its successors, assigns, lessees, and licensees

2. EASEMENT PERPETUAL. The easement granted hereby shall be a perpetual easement, subject to the reversion clause set forth herein, for ingress and egress upon, over, under, across and for access to and from the Easement Parcel and the Facilities located on the Easement Parcel.

3. WARRANTIES OF TITLE. The Grantor warrants that it has good and indefeasible fee simple title to the Easement Parcel, subject only to covenants, easements and restrictions of record.

4. RIGHT TO CONTROL GROWTH OF TREES, BUSHES AND WEEDS. The Grantee shall have the right at all times, present and future, to cut, trim, or otherwise control the growth of any and all trees, bushes and weeds growing upon, over or adjacent to the Easement Parcel as may be necessary in the opinion of the Grantee for the installation, construction, operation, maintenance, repair, replacement, reconstruction and ultimately the removal of the Facilities.

5. LAND USE RESTRICTIONS. Grantor expressly reserves unto itself the use of the Easement Parcel for its electric utility purposes except to the extent such would interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee. Grantor agrees not to erect any building or structure or create or permit any hazard or obstruction of any kind or character upon said Easement Parcel which may interfere with the safe and proper operation and functioning of the Facilities and/or the use thereof by the Grantee without written consent from the Grantee.

6. DAMAGE TO PROPERTY. Any and all damage to the Easement Parcel resulting from the Grantee's construction, operation, maintenance, repair, replacement and/or removal of the Facilities shall be repaired, replaced or reimbursed by the Grantee.

10. GENERATION SITING AND OPERATING AGREEMENT. Grantor and Grantee have executed a Generation Siting and Operating Agreement which governs their respective rights

and responsibilities with respect to the Facilities.

11. REVERSION. The easement granted herein is subject to the express condition that when the Easement Parcel ceases to be used by the Grantee as the site of a solar generation facility, or if it shall be abandoned by the Grantee prior to such event, the perpetual right, privilege, easement and authority granted herein shall be forfeit, the easement shall be automatically released and all rights with respect to the Easement Parcel shall revert to the Grantor. Likewise, the easement shall terminate in all respects if the Grantor acquires ownership of the solar generation facility on the Easement Parcel.

12. SUCCESSORS AND ASSIGNS. This Easement Agreement shall be binding upon the successors, assigns, lessees and licensees of each party.

IN WITNESS WHEREOF the duly authorized representative of the Grantor has hereto set his or her hand and the duly authorized representative of the Grantee has set his hand this ____ day of _____, 20__.

CITY OF _____, ILLINOIS

Grantor

ATTEST:

Accepted:

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

This Instrument Prepared By:

Troy A. Fodor
Vice President & General Counsel
ILLINOIS MUNICIPAL ELECTRIC AGENCY
3400 Conifer Drive
Springfield, Illinois 62711

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, who is personally known to me to be the _____ of the CITY OF _____, ILLINOIS, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. GADEN, who is personally known to me to be the PRESIDENT & CEO of the ILLINOIS MUNICIPAL ELECTRIC AGENCY, a municipal corporation and unit of local government, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed the said instrument as such officer of said municipal corporation, pursuant to authority given by the Board of Directors of said municipal corporation, and as his free and voluntary act, for the purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public (Seal)



April 15, 2019

Mr. Dick Simon
Rock Falls Electric Utilities
1109 Industrial Road
Rock Falls, IL 61071

Ref: 1851K002 – Avenue A Substation Upgrades
Transformer Purchase Recommendation

Dear Mr. Simon:

The City received and opened bids on April 10, 2019 for the transformer purchase, a part of the Avenue A Substation Upgrades project. A total of six (6) bids were received and have been reviewed for completeness and ability to meet specification requirements.

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Lead Time</u>
Howard	\$547,000.00	21 weeks
WEG	\$560,585.00	35 weeks
Virginia	\$573,285.00	28 weeks
Niagra	\$594,165.00	25 weeks
Pennsylvania	\$595,401.00	41 weeks
ABB	\$757,841.00	29 weeks

The bid from Howard was the apparent low bid at \$547,000.00 for specification 1851K002, a list of minor exceptions was listed, limiting damages and using their T&C's. This same exception is common among the bids. Howard has a descent list of reference completed projects, although BHMG has not used them in years. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid for the project is in accordance with the Engineer's estimate of \$575,000 for the contract. Therefore, it is the recommendation of BHMG to award the project to Howard, for the supply of the transformer.

With the City's approval, release, and financial approval; BHMG can assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely:
BHMG Engineers, Inc.

Jason F. Jackson, P.E.
Enclosures: Bid tab, bid evaluation and Howard's Quote



April 15, 2019

Mr. Dick Simon
Rock Falls Electric Utilities
1109 Industrial Road
Rock Falls, IL 61071

Ref: 1851K003 – Avenue A Substation Upgrades
Switchgear Purchase Recommendation

Dear Mr. Simon:

The City received and opened bids on April 10, 2019 for the switchgear purchase, a part of the Avenue A Substation Upgrades project. A total of two (2) bids were received and have been reviewed for completeness and ability to meet specification requirements.

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Lead Time</u>
Powercon	\$1,113,658.00	26-28 weeks
AZZ	\$1,149,259.00	34 weeks

The bid from Powercon was the apparent low bid at \$1,113,658.00 for Specification 1851K003, one major exceptions was listed, the offloading and re-assembly was not included. The bid from AZZ also limited the scope of this installation, so both bidders were uncomfortable with this portion of work without a site visit. Powercon has a good list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid for the project is in accordance with the Engineer's estimate of \$1,450,000 for the contract. Therefore, it is the recommendation of BHM to award the project to Powercon, for the supply of the switchgear.

With the City's approval, release, and financial approval; BHM can assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely:
BHM Engineers, Inc.

A handwritten signature in black ink, appearing to read "Jason F. Jackson".

Jason F. Jackson, P.E.
Enclosures: Bid tab, bid evaluation and Powercon's Quote



April 15, 2019

Mr. Dick Simon
Rock Falls Electric Utilities
1109 Industrial Road
Rock Falls, IL 61071

Ref: 1851K001 – Avenue A Substation Upgrades
Generator Upgrades Recommendation

Dear Mr. Simon:

The City received and opened bids on April 10, 2019 for the generator upgrades, a part of the Avenue A Substation Upgrades project. A total of one (1) bids was received and has been reviewed for completeness and ability to meet specification requirements.

Bidder	Base Bid	Alt. #1	Alt. #2	Alt. #3	Total
Altorfer	\$720,742.00	\$65,091	\$5,725	\$47,663	\$839,221

The base bid from Altorfer for specifications 1851K001 was \$720,742.00 and included three alternate proposals; DOC Catalyst, NESHAP Monitor, and New Louvers. Although the bid came in higher than our estimate of \$580,228, we recommend taking the base bid and all alternates. The transformer and switchgear bids came in under our estimates, so the total for the three bids is under our budget estimate. These upgrades combined will help improve the generation to be reliable for many years to come. Altorfer has a large list of reference completed projects. The company appears to be in good standing and employs certified and trained craftsmen.

The low bid for the project is in accordance with the Engineer's estimate for the contract. Therefore, it is the recommendation of BHM to award the project to Altorfer, for the generator upgrades.

With the City's approval, release, and financial approval; BHM can assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely:
BHM Engineers, Inc.

A handwritten signature in black ink, appearing to read "Jason F. Jackson".

Jason F. Jackson, P.E.
Enclosures: Bid tab, bid evaluation and Altorfer's Quote



PROPOSAL TO
CITY OF ROCK FALLS
RE: Material

Scope: Provide material for Rock Fall Inventory

> MST-02-100	3	ea @	\$80.00 /ea	240.00
> MST-02-200	1	ea @	\$100.00 /ea	100.00
> MST-02-300	11	ea @	\$145.00 /ea	1,595.00
> MST-02-400	7	ea @	\$162.00 /ea	1,134.00
> MST-02-500	5	ea @	\$170.00 /ea	850.00
> MST-02-600	5	ea @	\$198.00 /ea	990.00
> MST-02-750	6	ea @	\$218.00 /ea	1,308.00
> MST-02-800	1	ea @	\$250.00 /ea	250.00
> MST-02-1000	5	ea @	\$270.00 /ea	1,350.00
> MST-04-100	2	ea @	\$108.00 /ea	216.00
> MST-04-600	1	ea @	\$228.00 /ea	228.00
> MST-06-1000	1	ea @	\$329.00 /ea	329.00
> MST-08-200	1	ea @	\$192.00 /ea	192.00
> MST-12-500	2	ea @	\$378.00 /ea	756.00
> 24 Ct Fiber	458	ft @	\$0.36 /ft	164.88
> 48 Ct Fiber	3472	ft @	\$0.55 /ft	1,909.60
> 144 Ct Fiber	1380	ft @	\$1.37 /ft	1,890.60
> 288 Ct Fiber	4910	ft @	\$2.32 /ft	11,391.20
> Pedestal	3	ea @	\$63.00 /ea	189.00
				<u>25,083.28</u>

ACCEPTANCE OF PROPOSAL: The above conditions, prices and specifications are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made within 30 days of

BY: *[Signature]*
PirTano Construction

DATE, 4/15, 2019

BY: _____
City of Rock Falls

DATE, _____, 2019