

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

*Mayor*  
William B. Wescott  
815-380-5333

*City Administrator*  
Robbin Blackert  
815-564-1366



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

*City Treasurer*  
Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls IL 61071

June 4, 2019  
6:30 p.m.

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

## **Audience Requests**

## **Presentation of Award**

Presentation of the Groundwater/Electric Scholarship Award to Payton Yanes

## **Proclamation**

American Cancer Society Relay for Life Day in Whiteside County

## **Community Affairs**

Bethany Bland, President/CEO, Rock Falls Chamber of Commerce  
1. Summer Splash Events

## **Consent Agenda**

1. Approval of the Minutes of the May 21, 2019 Regular Council Meeting
2. Approval of bills as presented

## **Ordinance First Reading**

1. Ordinance 2019-2425 – Fiscal Year 2020 Appropriation Ordinance
2. Ordinance 2019-2426 – Amending Chapter 4, Article 1, Section 4-1, Animal Harboring
3. Ordinance 2019-2427 – Amending Section 16-1, Small Animal Store
4. Ordinance 2019-2428 – Amending Chapter 26, Article II and Chapter 32, Article IV, Sewer Pipe Excavation and Resurfacing Materials
5. Ordinance 2019-2429 – Amending Chapter 32, Article VI, Section 32-502 by the Addition of Subsection (c), Violations
6. Ordinance 2019-2430 – Amending Chapter 32, Article II, Section 32-24 and Section 32-25, Relating to Reconnection Charges

**City Administrator Robbin Blackert**

**Information/Correspondence**

City Clerk's Office

James Reese, City Attorney

Brian Frickenstein, City Engineer

**Department Heads**

**Alderman Reports/Committee Chairman Requests**

**Ward 1**

Alderman Bill Wangelin

**Ward 2**

Alderman Brian Snow - Ordinance/License/Personnel/Safety Committee Chairman

1. Approval of Police Administrative Assistant Job Description

Alderman Glen Kuhlemier

**Ward 3**

Alderman Jim Schuneman - Utilities Committee Chairman

1. Approval of changes to the Procedures Manual Governing Utility Service
2. Approval for a 5 Year Water Well Full Maintenance Contract for Well 5 with Suez, 1230 Peachtree Street NE, Suite 1100, Atlanta, Georgia 30309 in the annual amount of \$18,620.00
3. Approval of Change Order No. 1 from Insituform Technologies USA, LLC 11351 W 183<sup>rd</sup> Street, Orland Park, Illinois 60467 in the amount of \$2,132.56
4. Approval to accept the quote to reconstruct the manhole at W 2<sup>nd</sup> Street and 8<sup>th</sup> avenue from Civil Constructors, Inc. 2283 Route 20 East, Freeport, Illinois 61032 in the amount of \$16,650.00
5. Approval of a 1 year SCADA support proposal from Survalent Technology, Inc. 1967 Wehrle Drive, Suite 1, PMB 122, Buffalo, New York 14221 in the amount of \$17,440.00
6. Approval to extend the \$15,000.00 purchase limit for the Fiber Operations Manager for an additional year

Alderman Rod Kleckler

**Ward 4**

Alderman Lee Folsom

Alderman Violet Sobottka

**Mayor's Report**

1. Resignation of Ward 1 Alderman Daehle Reitzel
2. Approve Scott Winter, Bill Brown and Brian Degen to the International Property Maintenance Code Appeals Board for a two year term, June 2019 to June 2021.

**Executive Session**

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

Action taken from Executive Session

Adjournment

Next City Council meeting - June 18, 2019 at 6:30 p.m.

Posted 05/31/2019

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.

**List of 2<sup>nd</sup> grade, 5<sup>th</sup> grade and sophomore 2019 Groundwater and Electrical training**

1)	Montmorency 9415 Hoover Rd	Mrs. Yanes	2 classes 22 students	April 10 <sup>th</sup>
2)	RFHS	Mr. Purdy	5 classes 85 students	April 4 <sup>th</sup> April 11 <sup>th</sup>
3)	East Coloma 1602 Dixon Ave.	New teachers	2 classes 18 students	April 8 <sup>th</sup>
4)	Merrill School	Mrs. Ricks	4 classes	cancelled
5)	Dillon School	Jennifer Masini	4 classes 80 students	May 29 <sup>th</sup>
		<b>Total</b>	<b>205 students</b>	

2019 \$1,000 Scholarship winner for Groundwater/Electric - Payton Yanes

The Rock Falls High School Class of 2019 was awarded \$2.2 Million Dollars in scholarships.

# PROCLAMATION

## AMERICAN CANCER SOCIETY RELAY FOR LIFE DAY IN WHITESIDE COUNTY

*WHEREAS*, the Whiteside County Unit of the American Cancer Society has planned the twenty-third annual Relay For Life, a family-oriented team event for educating the citizens of our communities about cancer and its prevention; and

*WHEREAS*, the American Cancer Society Relay For Life honors cancer survivors during the first lap, and the survivors become the celebrities to the event; and

*WHEREAS*, the Luminaria Ceremony offers an opportunity for hundreds of luminaria to be placed around the track, inscribed with the names of loved ones who have lost their battle to cancer or to honor the survivors of our community; and

*WHEREAS*, the American Cancer Society Relay For Life provides a vehicle that maximizes the participation in the fight against cancer at the grassroots, community level to provide monies for advocacy, education, research, and patient services;

*THEREFORE*, as Mayor of the City of Rock Falls, Whiteside County, I proclaim June 8, 2019 as *"AMERICAN CANCER SOCIETY RELAY FOR LIFE DAY OF WHITESIDE COUNTY"* in Rock Falls, Illinois.

Passed this 4<sup>th</sup> day of June, 2019.

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William B. Wescott, Mayor

ATTEST:

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Michelle K. Conklin, Deputy City Clerk

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

May 21, 2019

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. May 21, 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 Wangelin, Snow, Kuhlemier, Schuneman, Kleckler, Folsom and Sobottka. In addition Attorney Matt Cole, Attorney Tim Zollinger and City Administrator Robbin Blackert were present.

**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 May 7, 2019 Regular Council Meeting
2. Approval of bills as presented.

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

**Vote 7 aye, motion carried.**

**Ordinance Second Reading and Adoption:**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve Ordinance 2019-2423 Amending Chapter 32, Articles II and III; relating to Changes in Utility Bills.

**Vote 7 aye, motion carried.**

**Alderman Reports/Committee Chairman Requests:**

Alderman Wangelin thanked Mr. Reitzel for all of the help he received when he was first appointed to the City Council.

Alderman Kuhlemier stated that he was privileged to attend the 35<sup>th</sup> Annual IMEA/IMUA Conference.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Ordinance 2019-2424 Authorizing the Sale of Real Estate and Invitation to bid thereon - 200 ½ E 4<sup>th</sup> Street, Rock Falls IL.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Sobottka to approve the agreement for Wireless Monitoring Services with Metropolitan Industries, Inc. 37 Forestwood Drive, Romeoville, IL 60446 in the amount of \$45.00 per month.

**Vote 7 aye, motion carried.**

Alderman Schuneman thanked Sauk Valley Media for the editorial on the Solar Project, and informed the City Council that Megan will be on Paula Sands Live on May 23, 2019 at 3:00 p.m.

**Mayor's Report:**

A motion was made by Alderman Snow and second by Alderman Schuneman to approve Resolution 2019-824 Approving and Consenting to Refinancing of Rock Falls Holiday Inn located in the Downtown Redevelopment Project Area.

Alderman Kleckler asked Attorney Cole how this Resolution affects the City. Attorney Cole stated that the City's position does not change, the Hotel has to come to the City for any additional liens on the property. This Resolution will be beneficial to the Hotel and the City.

Alderman Kleckler noted that the address of the Hotel is listed as 310 East 2<sup>nd</sup> Street, Rock Falls in the Resolution instead of 301 East 2<sup>nd</sup> Street, Rock Falls.

Motion was amended to correct the address in Resolution 2019-824 to read 301 East 2<sup>nd</sup> Street, Rock Falls, Illinois 61071.

**Vote 7 aye, motion carried.**

Mayor Wescott read Alderman Daehle Reitzel's resignation from his Ward 1 Alderman seat.

Mayor Wescott stated that with the elections complete and the newly elected Aldermen seated, he will be sending out committee structure changes. He would like to hear from any Aldermen if they wish to be placed on certain committees.

Monday May 27, 2019 is Memorial Day, City Hall will be closed.

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

**Viva Voce Vote, motion carried (6:43 p.m.)**

Michelle K Conklin  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois June 4, 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:

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Tourism		\$3,910.86
General Fund		\$35,238.78
Electric		\$152,613.50
Fiber OpticBroadband	Taxable	\$11,886.59
Fiber Optic Broadband	Tax Exempt	\$20,287.52
Sewer		\$34,914.85
Water		\$38,473.78
Garbage		\$872.50
Customer Service Center		\$2,381.71
Tobacco Grant		\$150.00
Motor Fuel Tax Fund		\$24,546.86
Customer Utility Deposits		<u>\$560.00</u>
		\$325,836.95

Alderman Kuhlemier  
Alderman Kleckler



DATE: 05/23/19  
TIME: 11:44:21  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/24/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
2528	LAMAR ADVERTISING COMPANY		1,462.00
5015	CARD SERVICE CENTER		1,300.89
5032	COMCAST		4.80
5231	KWQC		300.00
5239	SNAIL MAIL LOGISTICS	750.00	248.09
T0004617	JOURNAL & TOPICS NEWSPAPERS		495.00
	TOURISM		3,810.78
GENERAL FUND			
01	ADMINISTRATION		
5015	CARD SERVICE CENTER		413.24
5032	COMCAST		4.80
	ADMINISTRATION		418.04
02	CITY ADMINISTRATOR		
1519	NOTARY PUBLIC ASSOC. OF IL		54.00
5032	COMCAST		2.40
	CITY ADMINISTRATOR		56.40
04	BUILDING		
1493	WILLIAM & MARY COMPUTER CENTER	3,934.00	219.00
5032	COMCAST		9.61
	BUILDING		228.61
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER		104.93
5032	COMCAST		9.61
	CITY CLERK'S OFFICE		114.54
06	POLICE		

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 05/24/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1165	CEC OF THE SAUK VALLEY INC	10,976.06	200.05
2985	WALMART COMMUNITY/SYNCB		26.06
350	GISI BROS. INC.	1,013.61	861.54
4796	VERIZON WIRELESS	193.26	127.43
5015	CARD SERVICE CENTER		1,937.08
5032	COMCAST		74.39
55	ARAMARK UNIFORM SERVICES, INC.	886.49	88.30
651	NICOR	4,415.81	76.29
683	P. F. PETTIBONE & CO.		514.15
795	SBM BUSINESS EQUIPMENT CENTER	1,688.64	53.80
	POLICE		3,959.09
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN		725.00
	CODE HEARING DEPARTMENT		725.00
10	STREET		
1052	SAUK VALLEY MEDIA	323.10	614.25
194	GRUMMERT'S HARDWARE - R.F.	1,268.48	62.82
2087	CHEMSEARCH		416.69
2771	WINDSTREAM		147.35
2985	WALMART COMMUNITY/SYNCB		55.32
323	HOLLAND AND SONS, INC	213.11	135.64
4522	TRI-STATE SPRAYING SYSTEMS		20.00
4796	VERIZON WIRELESS	193.26	63.47
5015	CARD SERVICE CENTER		515.00
5032	COMCAST		4.80
852	S.J. SMITH CO INC	115.75	105.80
T0002936	TECHNO PLY LTD	951.48	951.48
	STREET		3,092.62
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING		107.98
423	AT&T	1,085.94	410.21
4651	MOST PLUMBING & MECHANICAL LLC	358.00	513.30

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INVOICES DUE ON/BEFORE 05/24/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
12	PUBLIC PROPERTY		
5015	CARD SERVICE CENTER		239.63
T0000826	FIREHOUSE MINISTRIES		144.64
	PUBLIC PROPERTY		1,415.76
13	FIRE		
1165	CEC OF THE SAUK VALLEY INC	10,976.06	200.05
2985	WALMART COMMUNITY/SYNCB		129.55
3173	MUNICIPAL EMERGENCY SERVICES		3,181.09
4664	STAPLES ADVANTAGE		94.47
5015	CARD SERVICE CENTER		1,177.20
5032	COMCAST		36.72
651	NICOR	4,415.81	228.87
	FIRE		5,047.95
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1052	SAUK VALLEY MEDIA	323.10	409.50
4027	WHITESIDE COUNTY RECORDER	129.00	258.00
	BUILDING CODE DEMOLITION FUND		667.50
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
2985	WALMART COMMUNITY/SYNCB		109.36
T0004780	MAST WATER TECHNOLOGY		33.80
	EMPLOYEE GROUP INS		143.16
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	3,934.00	795.00
2187	BORDER STATES ELECTRIC SUPPLY		943.83
2771	WINDSTREAM		243.55
4392	WILLIAM B WESCOTT	40.00	164.72

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INVOICES DUE ON/BEFORE 05/24/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
44	AMERICAN PUBLIC POWER ASSOC.		3,310.00
440	IMUA		500.00
4620	TRI-COUNTY OPP COUNCIL	528.89	282.95
4626	ENGEL ELECTRIC CO.	710.04	415.90
4795	WESTWOOD MACHINE & TOOL CO		1,171.00
4796	VERIZON WIRELESS	193.26	463.83
5008	POWER SYSTEM ENGINEERING INC		2,310.00
5015	CARD SERVICE CENTER		1,099.04
5022	AIMS MECHANICAL, LLC	58,216.00	56,350.00
5032	COMCAST		24.02
5234	IMPERIAL CRANE SERVICES INC		4,750.00
964	UUSCO		13,154.85
T0001484	ALAN DELHOTAL		22.86
T0005129	ASHLY CHAPMAN		31.94
	OPERATION & MAINTENANCE		86,033.49
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
1493	WILLIAM & MARY COMPUTER CENTER	3,934.00	365.00
4796	VERIZON WIRELESS	193.26	126.94
5015	CARD SERVICE CENTER		133.82
5218	COMMUNICATIONS & ELECTRICAL	438.87	27.50
5224	TACHYON FIBER DESIGN LLC		3,400.00
	FIBER OPTIC BROADBAND/TAXABLE		4,053.26
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5071	MILLENNIUM		733.32
5224	TACHYON FIBER DESIGN LLC		13,699.90
5249	JC FIBER TECH INC		5,854.30
	FIBER OPTIC BROADBAND/TXEXEMPT		20,287.52
SEWER FUND			
38	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	3,934.00	356.76

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED		162.55
2451	MENARDS	442.89	46.58
2517	PRAIRIE HILL RDF	781.12	1,461.64
2985	WALMART COMMUNITY/SYNCB		68.49
34	ALTORFER INC.	5,290.33	984.00
4027	WHITESIDE COUNTY RECORDER	129.00	43.00
4686	BRENNTAG MID-SOUTH, INC.		128.02
5032	COMCAST		16.82
5131	METROPOLITAN INDUSTRIES, INC.	1,082.50	2,855.00
	OPERATION & MAINTENANCE		6,122.86
WATER FUND			
40	WATER		
4207	O'REILLY AUTOMOTIVE INC	100.16	196.99
4361	FERGUSON WATERWORKS #2516	1,537.27	16,473.30
67	B & D SUPPLY CO.	34.58	93.90
	WATER		16,764.19
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO		1,103.00
219	CRESCENT ELECTRIC		21.10
2771	WINDSTREAM		152.45
2985	WALMART COMMUNITY/SYNCB		88.79
34	ALTORFER INC.	5,290.33	1,725.00
4027	WHITESIDE COUNTY RECORDER	129.00	43.00
4361	FERGUSON WATERWORKS #2516	1,537.27	1,410.94
4390	PRATER ENTERPRISES INC		2,000.00
4707	KIMBALL MIDWEST	1,616.43	636.22
5032	COMCAST		12.01
5171	POLLARD WATER	544.58	260.60
55	ARAMARK UNIFORM SERVICES, INC.	886.49	113.03
67	B & D SUPPLY CO.	34.58	39.78
T0005121	DORNER COMPANY	15.76	1,380.00
	OPERATION & MAINTENANCE		8,985.92

CUSTOMER SERVICE CENTER

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST		16.82
689	PITNEY BOWES GLOBAL		1,710.00
	CUSTOMER SERVICE CENTER		1,726.82
TOBACCO GRANT			
58	TOBACCO		
4012	JAMES HOLLAWAY		150.00
	TOBACCO		150.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2555	CARGILL INC.		21,250.56
	MOTOR FUEL TAX		21,250.56
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005129	ASHLY CHAPMAN		410.00
	CUSTOMER UTILITY DEPOSITS		410.00
	TOTAL ALL DEPARTMENTS		185,464.07

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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
172	CITY OF ROCK FALLS		6.95
200	COM ED	162.55	23.26
5032	COMCAST	216.80	10.83
5178	COMCAST BUSINESS	396.87	37.78
689	PITNEY BOWES GLOBAL	1,710.00	21.26
	TOURISM		100.08
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS		3.10
4310	PITNEY BOWES		503.50
5032	COMCAST	216.80	10.83
5178	COMCAST BUSINESS	396.87	37.78
689	PITNEY BOWES GLOBAL	1,710.00	8.01
	ADMINISTRATION		563.22
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS		1.30
5032	COMCAST	216.80	5.41
5178	COMCAST BUSINESS	396.87	37.78
689	PITNEY BOWES GLOBAL	1,710.00	13.07
	CITY ADMINISTRATOR		57.56
03	PLANNING/ZONING		
689	PITNEY BOWES GLOBAL	1,710.00	536.45
	PLANNING/ZONING		536.45
04	BUILDING		
172	CITY OF ROCK FALLS		33.60
4834	GARY R CAMPBELL		52.95
5032	COMCAST	216.80	21.65
5178	COMCAST BUSINESS	396.87	75.64

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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
04	BUILDING		
5220	TECHNOLOGY FINANCE CORP		30.43
689	PITNEY BOWES GLOBAL	1,710.00	100.82
	BUILDING		315.09
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS		219.80
5032	COMCAST	216.80	21.65
5178	COMCAST BUSINESS	396.87	75.60
689	PITNEY BOWES GLOBAL	1,710.00	791.01
	CITY CLERK'S OFFICE		1,108.06
06	POLICE		
1448	IL DEPT OF INNOVATION &	398.43	398.43
172	CITY OF ROCK FALLS		8.30
364	GRUMMERTS HARDWARE - STERLING	107.98	107.98
4498	DAVID PILGRIM		132.04
4692	PANTHER UNIFORMS, INC.	113.65	804.94
5032	COMCAST	216.80	173.97
5110	KUNES COUNTRY AUTO GROUP	4,080.65	4,989.49
5178	COMCAST BUSINESS	396.87	151.20
662	RAY O'HERRON CO., INC.		246.95
689	PITNEY BOWES GLOBAL	1,710.00	162.00
771	PINNEY PRINTING CO		22.00
795	SBM BUSINESS EQUIPMENT CENTER	1,742.44	107.09
	POLICE		7,304.39
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS		70.25
689	PITNEY BOWES GLOBAL	1,710.00	224.28
	CODE HEARING DEPARTMENT		294.53
10	STREET		



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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,331.30	11.98
4207	O'REILLY AUTOMOTIVE INC	297.15	32.06
5032	COMCAST	216.80	10.83
5178	COMCAST BUSINESS	396.87	37.78
5220	TECHNOLOGY FINANCE CORP		243.47
55	ARAMARK UNIFORM SERVICES, INC.	1,087.82	127.02
631	MURRAY & SONS EXCAVATING, INC	7,077.50	5,483.70
689	PITNEY BOWES GLOBAL	1,710.00	0.92
T0003571	COLE'S COMPLETE TREE SERVICE		1,700.00
T0005087	PIONEER RESEARCH		1,088.00
	STREET		8,735.76
12	PUBLIC PROPERTY		
631	MURRAY & SONS EXCAVATING, INC	7,077.50	250.00
	PUBLIC PROPERTY		250.00
13	FIRE		
172	CITY OF ROCK FALLS		8.50
5032	COMCAST	216.80	37.89
5178	COMCAST BUSINESS	396.87	113.34
689	PITNEY BOWES GLOBAL	1,710.00	45.32
	FIRE		205.05
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	152.00	37.75
172	CITY OF ROCK FALLS		27.30
194	GRUMMERT'S HARDWARE - R.F.	1,331.30	109.69
219	CRESCENT ELECTRIC	21.10	17.64
34	ALTORFER INC.	7,999.33	2,211.00
4148	BHMG ENGINEERS	8,631.02	3,085.02
5020	GRAYBAR		441.44
5022	AIMS MECHANICAL, LLC	114,566.00	57,620.00
5032	COMCAST	216.80	54.13
5178	COMCAST BUSINESS	396.87	75.64

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5220	TECHNOLOGY FINANCE CORP		517.39
5226	HUPP TOYOTALIFT		2,006.64
689	PITNEY BOWES GLOBAL	1,710.00	45.11
771	PINNEY PRINTING CO		151.07
795	SBM BUSINESS EQUIPMENT CENTER	1,742.44	19.19
T0005130	OCCUPATIONAL HEALTH CENTERS		161.00
	OPERATION & MAINTENANCE		66,580.01
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
194	GRUMMERT'S HARDWARE - R.F.	1,331.30	53.33
5200	WALKER & ASSOCIATES, INC.	6,034.61	7,780.00
	FIBER OPTIC BROADBAND/TAXABLE		7,833.33
SEWER FUND			
30	SEWER		
5105	STANLEY CONSULTANTS, INC.	8,202.70	7,408.34
631	MURRAY & SONS EXCAVATING, INC	7,077.50	9,397.65
	SEWER		16,805.99
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS		10.85
2451	MENARDS	489.47	334.95
4119	USA BLUE BOOK	854.58	441.09
4207	O'REILLY AUTOMOTIVE INC	297.15	33.46
4684	SCHMITT PLUMBING & HEATING INC		9,846.00
5032	COMCAST	216.80	37.89
5139	SUBURBAN LABORATORIES, INC.		510.00
5178	COMCAST BUSINESS	396.87	37.78
5220	TECHNOLOGY FINANCE CORP		182.61
631	MURRAY & SONS EXCAVATING, INC	7,077.50	500.00
689	PITNEY BOWES GLOBAL	1,710.00	51.37
	OPERATION & MAINTENANCE		11,986.00

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	27,872.30	8,588.15
5105	STANLEY CONSULTANTS, INC.	8,202.70	2,677.58
	WATER		11,265.73
48	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	11,376.16	311.30
172	CITY OF ROCK FALLS		1.00
194	GRUMMERT'S HARDWARE - R.F.	1,331.30	21.46
2606	MIKE'S REPAIR SERVICE	7,794.69	29.74
4207	O'REILLY AUTOMOTIVE INC	297.15	105.88
423	AT&T	1,496.15	612.20
5032	COMCAST	216.80	27.07
5178	COMCAST BUSINESS	396.87	37.78
5220	TECHNOLOGY FINANCE CORP		213.04
67	B & D SUPPLY CO.	168.26	77.28
689	PITNEY BOWES GLOBAL	1,710.00	21.19
	OPERATION & MAINTENANCE		1,457.94
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	43,558.40	82.50
5216	CLOUD NINE COMMUNICATIONS		790.00
	GARBAGE		872.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS		125.15
5032	COMCAST	216.80	37.89
5178	COMCAST BUSINESS	396.87	75.64
689	PITNEY BOWES GLOBAL	1,710.00	416.21
	CUSTOMER SERVICE CENTER		654.89
MOTOR FUEL TAX FUND			

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/31/2019

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5048	CIVIL MATERIALS		3,296.30
	MOTOR FUEL TAX		3,296.30
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	53,075.20	100.00
T0001484	ALAN DELHOTAL	22.86	50.00
	CUSTOMER UTILITY DEPOSITS		150.00
	TOTAL ALL DEPARTMENTS		140,372.88

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby appropriated for corporate purposes and object of said City of Rock Falls hereinafter specified for the Fiscal Year beginning May 1, 2019 and ending April 30, 2020.

	<u>Appropriated</u>
<b>Administration:</b>	
Elected Officials Salaries	44,400.00
Mayor's Expenses	600.00
Information Technology Expense	1,226.00
Print Pub Ordinance/Notice	700.00
Codification of Ordinances	6,000.00
Dues/Sub/Publications	1,500.00
Office Expense	2,000.00
Meetings/Seminars/Schools	12,000.00
Telephone Expense	1,000.00
Legal & Prof. Expense	68,560.00
Auditing Expense	23,000.00
Bank Fees	100.00
Insurance Exp. Employee	69,951.00
Insurance Exp. - General	266,478.00
Property Acquisition	55,336.00
Miscellaneous Expense	1,000.00
RF Chamber Gen. Ofc Expense	6,000.00
Union Drainage Tax	5,000.00
Contingency	56,485.00
<b>Total Administration</b>	<u><u>\$621,336.00</u></u>
<b>City Administrator:</b>	
Salary/Wages	90,996.00
Vehicle Allowance	1,200.00
Dues/Subscriptions/Publications	205.00
Office Expense	3,000.00
Information Technology Expense	1,225.00
Mtgs-Sem-Conf-School	1,000.00
Telephone	1,054.00
Insurance Expense Employee	20,520.00
Miscellaneous Expense	250.00
Contingency	11,945.00
<b>Total City Administrator</b>	<u><u>\$131,395.00</u></u>
<b>Planning/Zoning:</b>	
Print/Publishing Ord/Notices	100.00
Dues/Sub/Publications	275.00
Postage & Office Supplies	500.00
Meetings/Seminars/Conferences/Schools	450.00
Legal & Professional Expense	2,500.00
Miscellaneous Expense	50.00
Contingency	388.00
<b>Total Planning/Zoning</b>	<u><u>\$4,263.00</u></u>

**Building Department:**

Salary/Wages	169,560.00
Dues/Subscriptions/Publications	1,600.00
Office Expense	6,000.00
Public Awareness	400.00
Overtime	600.00
Meetings/Seminars/Schools	1,500.00
Vehicle Gas & Oil	1,500.00
Vehicle Maint. & Operation	1,000.00
Emergency Building Inspection	250.00
Telephone Expense	2,500.00
Legal Expense	2,000.00
Insurance Expense Employee	66,328.00
Information Technology Expense	1,225.00
Miscellaneous Expense	1,200.00
Contingency	25,566.00
<b>Total Building Department</b>	<b><u><u>\$281,229.00</u></u></b>

**City Clerk:**

Elected Officials Salaries	3,600.00
Salary/Wages	146,706.00
Dues/Subscriptions/Publications	2,230.00
Office Expense	13,430.00
Information Technology Expense	1,838.00
Overtime	500.00
Meetings/Seminar/Conference	2,900.00
Telephone Expense	1,680.00
Insurance Expense - Employee	47,520.00
Miscellaneous Expense	250.00
Contingency	22,065.00
<b>Total City Clerk</b>	<b><u><u>242,719.00</u></u></b>

**Police Department:**

Non-Sworn Wage	101,547.00
Overtime/Sworn	40,000.00
Overtime - Non-Sworn	500.00
Insurance Employee	222,480.00
ICMA-RA Contribution	5,997.00
Holiday/Vacation Pay	46,000.00
Sworn Police Wages	1,402,722.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	8,100.00
New Cars	35,000.00
Dues/Sub./Publ.	4,625.00
Postage/Office Supp.	8,475.00
New Equipment	4,500.00
R & M - Equipment	6,125.00
Contrib to Police Pens.	508,351.00
Commissioner's Expenses	4,488.00
R & M - Building	12,800.00
Rabies Control	7,000.00
Radio Expense	5,000.00
Telephone Expense	12,396.00
Service Contracts	45,891.00
Mtgs/Conf/Sem/Sch	11,000.00
Vehicle Gas & Oil	32,500.00
Veh Oper./Maint.	20,000.00
Firearms Training	14,000.00
Utilities	12,400.00
Heating Gas Expense	1,500.00
Legal & Prof. Exp.	5,000.00

Community Policing	500.00
Sex Offender Registration Expense	1,500.00
Printing	3,000.00
Photographic Exp	500.00
Police Supplies	1,000.00
Uniform Expense	16,000.00
Janitor Supplies	1,000.00
Police Investigation	6,000.00
Towing	200.00
Physicals	650.00
Safety Expense	4,060.00
Misc Exp.	750.00
Dispatch Consolidation	381,375.00
Information Technology	14,093.00
Police Training Academy	1,400.00
Contingency	250,507.00
<b>Total Police Department</b>	<b><u><u>\$3,263,932.00</u></u></b>

**Code Hearing Department:**

New Equipment	1,000.00
Office Supplies	2,500.00
Monthly Software License	3,600.00
MSI Commision	7,500.00
Legal Expenses	500.00
Professional Expenses	8,700.00
Miscellaneous Expense	1,000.00
Contingency	2,380.00
<b>Total Code Hearing Department</b>	<b><u><u>26,180.00</u></u></b>

**Street Department:**

Overtime	20,000.00
Grounds Maintenance	10,000.00
Sidewalk repairs	100,000.00
Salaries	300,250.00
Insurance-Employee	95,686.00
Postage & Office Sup.	500.00
New Equipment	20,000.00
Repair & Maint Equip.	20,000.00
Snow Removal/Meals	500.00
Information Technology	613.00
Alarm Expense	2,000.00
Sign Material	8,000.00
Loan/Principal	48,271.00
Loan/Interest	2,831.00
Radio Expense	500.00
Bldg Maint. & Repair	3,000.00
Vehicle Gas & Oil	13,500.00
Veh. Operation & Maint.	20,000.00
Tree & Stump Removal	5,000.00
Paint & Painting Sup.	15,000.00
Utilites	7,885.00
Telephone Expense	5,225.00
Heating Gas Expense	4,500.00
Legal & Professional Exp	1,000.00
Sales tax project-Infrast.	640,000.00
Engineering/Sales Tax Project	10,000.00
RB&W Development (Loan)	50,000.00
Barricade Expense	500.00
Uniform Expense	1,500.00
Janitor Supplies	5,000.00
Small Tools	1000.00

Supplies	500.00
Physicals	375.00
Safety Expense	2,000.00
Miscellaneous Expense	3,000.00
Contingency	141,814.00
<b>Total Steet Department</b>	<b><u><u>\$1,559,950.00</u></u></b>

**Public Property:**

Heater & A/C Repairs	3,000.00
Grounds Maintenance	1,000.00
New Equipment	500.00
Equipment Rental	500.00
Repair & Maint. Equipment	1,000.00
Bldg. Maint & Repairs	84,000.00
Community Building - R & M	54,000.00
Library - R & M	12,000.00
Equipment Gas & Oil	200.00
Utilities	58,670.00
Fire Alarm Service Expense	3,500.00
Heating Gas Expense	1,200.00
Janitors Supplies	1,000.00
Volunteer Projects	500.00
Miscellaneous Expense	500.00
Emerald Ash Borer/Misc Exp	5,570.00
Contingency	22,714.00
<b>Total Public Property</b>	<b><u><u>\$249,854.00</u></u></b>

**Fire Department:**

Fire Investigation	50.00
Overtime	65,000.00
Insurance-Employee	196,800.00
ICMA-RA Contribution	1,157.00
Paid on Call Firemen	9,000.00
Holiday/Vacation Pay	33,559.00
Sworn Fire Salaries/Wages	819,556.00
Dues/Subscription/Pubs	4,080.00
Postage & Office Supplies	1,140.00
New Equipment	17,550.00
R & M Equipment	11,000.00
ESDA R & M Equipment	530.00
Commissioner's Expenses	2,488.00
Fire Truck/Principal	27,000.00
Radio Expense	1,500.00
Telephone Expense	5,855.00
R & M Building	10,000.00
Meetings/Seminars/Schools	10,000.00
Interest Expense	4,963.00
Vehicle Gas & Oil	10,000.00
Vehicle Operation & Maint.	25,000.00
Utilities	12,960.00
Heating Gas	3,000.00
Legal & Professional Exp	2,500.00
Uniform Expense	5,000.00
Janitors Supplies	1,700.00
Fire Supplies & Chemicals	1,500.00
Physicals	1,000.00
Safety Expense	125.00
Micellaneous Expense	300.00
Information Technology	1,225.00
Training Materials	400.00
Public Education Materials	250.00



Contingency	128,619.00
<b>Total Fire Department</b>	<u><u>\$1,414,807.00</u></u>

**Total General Fund Expenses** **\$7,795,665.00**

**Fiscal Year 2020  
ANTICIPATED REVENUE  
GENERAL FUND**

Corporate	187,046.00
Road & Bridge	57,000.00
Police Protection	37,814.00
Fire Protection	37,814.00
Police Pension	508,351.00
Rural Fire Protection Tax	248,000.00
State Income Tax	933,549.00
State Use Tax	293,732.00
State Sales Tax	1,090,000.00
Non-Home Rule Sales Tax	747,066.00
Street Maintenance	19,000.00
Health Insurance Reimbursement	162,231.00
Interest	10,000.00
Liquor Licenses	60,000.00
Other Licenses	7,000.00
Tobacco/Liquor Violation Fines	500.00
Building Permits	25,000.00
Inspection Fees	12,000.00
Contractors Registration	6,000.00
Cablevision Franchise	130,000.00
Simplified Tele. Maint. Fee	150,000.00
Natural Gas Utility Tax	110,000.00
Fines	62,000.00
Police Reports	1,000.00
Code Hearing Income	35,220.00
Tourism Office Rent	12,000.00
Tourism Administration Fees	9,000.00
Capital Cost Recovery	490,000.00
Rent/Utility Office	48,786.00
Nicor Franchise	15,500.00
Grant Funds	112,500.00
Charitable Games	3,000.00
Sex Offender Registration	2,000.00
Video Gaming	230,000.00
Bail/Warrant Fees	10,000.00
School Resource Officer Reimbursement	71,624.00
Emergency Rescue	8,500.00
Non Resident Emergency Response Fee	500.00
Contributions Water, Electric & Sewer	357,145.00
Miscellaneous	35,000.00
Wireless tower	10,000.00
Acting Chief/Reimbursement	87,886.00
Utility Service Partners Royalty	4,000.00
Transfer /Work Comp & Gen Liab	230,000.00
Hallman Rental Income	10,000.00
Transfer from Reserves	1,117,901.00
<b>Total General Fund Anticipated Revenue</b>	<u><u>\$7,795,665.00</u></u>

<b>Toursim Fund:</b>	
Administrative Expense	\$11,000.00
Salary/Wages	\$63,600.00
Rent	\$12,000.00
Dues/Subscriptions/Publications	\$9,200.00
Office Expense	\$11,728.00
Information Technology Expense	\$2,451.00
Meetings/Seminars/Training	\$3,245.00
Telephone Expense	\$1,975.00
Legal/Professional Fees	\$2,000.00
Audit Expense	\$2,500.00
Social Security Tax Expense	\$3,944.00
IMRF Expense	\$4,349.00
Insurance Expense	\$8,737.00
Medicare Tax Expense	\$923.00
Miscellaneous Expense	\$1,000.00
Grants/Sponsorship	\$5,000.00
Façade Grant	\$10,000.00
Advertising/PR	\$47,945.00
Events	\$28,472.00
Contingency	\$23,007.00
<b>TOTAL</b>	<b><u>\$253,076.00</u></b>

Fiscal Year 2020  
ANTICIPATED REVENUE  
TOURISM FUND

Hotel/Motel Taxes	\$220,000.00
Interest Income	\$5,000.00
Health Insurance Reimbursement	\$1,747.00
Sponsorship Revenue	\$5,000.00
Transfer from Reserves	\$21,400.00
	<b><u>\$253,147.00</u></b>

<b>Electric Fund:</b>	
IT Expense	25,674.00
Fiber Optic Project	11,760.00
GIS Expense	35,000.00
Land Lease/Permits	6,000.00
Maintenance Gen-Sets	97,000.00
Generation Station & Equip Repairs	69,000.00
Overtime	45,465.00
Salary/Wages	1,011,489.00
Employee Training Program	9,800.00
Generation Penalties	1,000.00
Dues/Subscription/Publications	600.00
Postage & Office Supplies	3,000.00
Hydro Plant Maintenance	450,500.00
Equipment Rental	15,000.00
R & M Equipment	10,700.00
Capital Cost Recovery Expense	3,500.00
Maint. & Rep. SCADA/GIS Maint.	35,800.00
Contrib-City Administrator Fund	66,747.00
Maint. Overhead System Expense	70,000.00
Tree Trimming	143,300.00
Meter Hookups/Trouble Calls	5,800.00
Storm Trouble	4,300.00
Station Equip/Building Repair	58,700.00
R & M Traffic Signals	16,000.00
Meetings/Seminar/Conf/ Schools	23,800.00
Transformer Testing/Disposal	13,500.00
Vehicle Gas & Oil	20,000.00
Vehicle Operation & Maint.	37,000.00
Seasonal Decorations	1,500.00
Genset Fuel Purchase	100,000.00
Street Light Maint.	3,500.00
Electric Expense	71,000.00
Sewer Expense	1,400.00
Water Expense	2,300.00
Purchase Power-IMEA	5,823,340.00
Land/Cell Phones	15,797.00
Municipal Utility Tax-Excise Tax Exp	1,500.00
Legal Expense	17,500.00
Auding Expense	15,000.00
Engineering Expense	20,000.00
IMBCA	40,000.00
Electric Excise Tax-Illinois	222,850.00
Bank Fees	1,000.00
Bad Debt Expense	15,300.00
Social Security Tax	65,531.00
IMRF Pension	74,410.00
Insurance Expense-Employee	111,458.00
Insurance Expense-General	181,683.00
Medicare Tax	15,326.00
J.U.L.I.E.	2,500.00
Utility Office Expense	277,013.00
City Uniforms	15,593.00
Tools	14,500.00
Safety Supplies	21,500.00
Physicals	500.00
CDL Drug/Alcohol Test	500.00
Miscellaneous Expensese	3,000.00
Marketing Expense	3,000.00
Electric Usage General Fund	87,000.00
Utility Tax General Fund	1,500.00
Bond Payments	521,600.00

Capital Projects	5,718,120.00
Contingency	941,222.00
<b>Total Electric Department</b>	<b><u>\$16,698,378.00</u></b>

Fiscal Year 2020  
ANTICIPATED REVENUE  
Electric Fund

Employee Health Insurance Reimbursement	21,284.00
Residential Revenue	5,728,964.00
Commercial Revenue	2,596,468.00
Municipal Revenue	620,282.00
General Service Revenue	1,750,237.00
Capacity Component Credit	131,500.00
Fuel Reimbursement Credit	100,000.00
Generation Payment Credit	174,215.00
Purchase Power Adjustment	62,676.00
Urban Lights	33,410.00
State Electric Excise Tax	222,800.00
Penalties	82,303.00
Hook-up Fees/New Service	1,500.00
Pole Attachment	16,000.00
Rehook Fees	15,600.00
Traffic Signal Reimbursement	15,000.00
Sale of Material/Junk	1,000.00
Transfer from Reserves	5,125,139.00
<b>Total Electric Fund Revenues</b>	<b><u>16,698,378.00</u></b>

<b>IT Fund:</b>	
New Equipment	5,500.00
Maintenance Contracts	53,124.00
R & M Equipment	2,000.00
Office Supplies	640.00
	<u>61,264.00</u>

Fiscal Year 2020  
**ANTICIPATED REVENUE**  
 IT Fund

Interest	\$1,200.00
Tourism Revenue	2,451.00
Administration Revenue	1,225.00
City Administrator Revenue	1,225.00
Building Department Revenue	1,225.00
City Clerk's Office Revenue	1,838.00
Police Department Revenue	14,093.00
Street Department Revenue	613.00
Fire Department Revenue	1,225.00
Electric Department Revenue	17,156.00
Broadband Fund Revenue	3,064.00
Sewer Department Revenue	2,451.00
Water Department Revenue	7,353.00
Utility Office Revenue	7,353.00
	<u>62,472.00</u>

**Fiber Optic Broadband**

IT Support	\$456.00
GIS Fiber Records Maintenance	\$19,000.00
Fiber Locating	\$5,000.00
ISP Support Contracts	\$40,000.00
Bond Payment/Interest	\$346,389.00
Computer/Software	\$10,000.00
Pole Attachments/Electric	\$1,200.00
Right of Way	\$5,000.00
Dues/Subscription/Publications	\$600.00
Equipment Rental	\$20,000.00
Network & Operations/Salary	\$358,220.00
Network & Operations/Soc Sec	\$18,600.00
Network & Operations/IMRF	\$22,280.00
Network & Operations/Medicare	\$4,350.00
Network & Operations/Emp Ins	\$55,800.00
Vehicle Allowance	\$1,200.00
Storm/Other Restoration	\$50,000.00
Broadband Transport & Internet	\$162,510.00
Outside Plant O & M	\$40,000.00
Building O & M	\$25,000.00
Admin & General Expenses	\$1,000.00
Meetings/Schools/Seminars/Training	\$12,000.00
Postage & Office Supplies	\$2,000.00
Marketing Expense	\$36,000.00
Vehicle Fuel & Oil	\$4,000.00
Vehicle Repair & Maintenance	\$2,000.00
Rent/Utilites	\$12,000.00
Sales Commission	\$1,100.00
Broadband CALEA	\$3,000.00
ARIN Fees	\$2,000.00
Phones/Internet	\$3,524.00
Websites & Domains	\$1,600.00
24 X 7 Helpdesk	\$62,000.00
Legal & Professional Expense	\$4,000.00
Reporting & Compliance	\$1,000.00
Bad Debt	\$2,025.00
Small Tools & Supplies	\$15,000.00
Miscellaneous Expense	\$1,000.00
Fiberhood Buildout 3	\$1,063,500.00
Contingency	\$241,435.00
<b>Total Fiber Optic Broadband</b>	<b><u><u>\$2,655,789.00</u></u></b>

**Fiscal Year 2020  
ANTICIPATED REVENUE  
Fiber Optic Broadband**

Residential Service	\$128,620.00
Commercial Service	\$68,850.00
Rise Franchise Fee	\$9,430.00
Fiber Lease/Maintenance Fee	\$13,000.00
Other Financing Sources	\$2,435,890.00
<b>Total Fiber Optic Broadband Revenues</b>	<b><u><u>\$2,655,790.00</u></u></b>

<b>Sewer Fund:</b>	
Lab Apparatus and Reagents	15,000.00
GIS/IT Technician	30,410.00
Land Lease Permits	15,000.00
Storm Sewer R&M	17,500.00
Salary/Wages	305,360.00
Overtime	19,350.00
Dues & Subscription/ Publications	600.00
Postage & Office Supplies	2,600.00
Equipment Rental	500.00
R & M equipment	77,500.00
Capital Cost Recovery	10,000.00
R & M Lift Stations	55,000.00
Radio Expense	500.00
R & M Buildings	7,000.00
Alarm System Expenses	2,000.00
Meetings/Schools/Seminars	3,000.00
Other Gas & Oil	5,000.00
Vehicle Gas & Oil	15,200.00
Vehicle O&M	26,000.00
Sludge Hauling/Disposal	50,000.00
Sanitary Sewer R&M	50,000.00
Iron Analysis/Sludge samples	5,900.00
Computer/Software	10,000.00
Chemicals	38,000.00
Electric Expense	205,000.00
Sewer Expense	7,000.00
Telephone	16,952.00
Utility Tax Expense	6,000.00
Heating Gas Expense	35,000.00
Legal and Professional Expense	6,000.00
Auditing Expense	5,000.00
Engineering Expense	15,000.00
Bank Fees	500.00
Bad Debt Expense	47,467.00
Social Security Tax Expense	19,205.00
IMRF Expense	29,419.00
Insurance Expense-Employee	73,647.00
Insurance Expense-General	126,720.00
Medicare Expense	4,708.00
J.U.L.I.E. Expense	1,000.00
Property Taxes (Farm Land)	1,500.00
Utility Office Exp-Sewer Share	69,253.00
Uniform Expense	2,500.00
Small Tools	3,500.00
Supplies	4,000.00
Physicals	500.00
Safety Expense	6,000.00
Miscellaneous Expense	15,000.00
Contribution To Other Funds	54,187.00
EPA Loan Payable	1,008,064.00
Bond Payable	109,625.00
Storm Sewer Repair/Extensions	45,000.00
Sanitary Sewer Repair/Extensions	1,555,928.00
Plant & Property	144,000.00
New Equipment	6,600.00
Contingency	326,801.00
<b>Sewer Fund Total</b>	<b><u><u>\$4,712,496.00</u></u></b>

Fiscal Year 2020  
ANTICIPATED REVENUE  
Sewer Fund

Interest Income	10,000.00
Residential Revenue-Billed	1,176,312.00
Commercial Revenue-Billed	275,569.00
Industrial Revenue-Billed	75,775.00
Municipal Revenue-Billed	7,113.00
Capital Improvements-Billed	177,876.00
Sewer Plant Improvements-Billed	1,285,200.00
Penalties-Billed	25,000.00
Hook-Up Fees/New Service	500.00
Sewer/Septic Disposal	2,000.00
Employee Health Insurance Reimbursement	14,010.00
Miscellaneous Income	12,000.00
Transfer from Reserves	1,651,141.00
<b>Total Sewer Fund Revenues</b>	<u><u>\$4,712,496.00</u></u>



<b>Water Fund:</b>	
R&M Wells, Pumps, & Motors	23,620.00
R&M filters and Backwash	5,000.00
Lab Supplies & Equip	5,000.00
Cross connection	500.00
IT	8,000.00
GIS	20,501.00
Public Notification	2,000.00
Alarm expense	4,606.00
Salary / Wages	358,050.00
Severance/Bonus Sick Pay	10,000.00
Overtime	20,882.00
Dues/Subscription/ Publication	2,500.00
Postage & Office Supplies	1,300.00
Equipment Rental	1,500.00
R&M equipment	4,000.00
Capital Cost Recovery	3,174.00
R&M Hydrants	5,000.00
R&M Distribution	100,000.00
Remove and Set meters	50,000.00
R&M Structures & Buildings	10,000.00
Meetings/Seminars/Schools	3,000.00
Groundwater Protection Exp	1,000.00
Vehicle Gas & Oil	10,000.00
Vehicle O&M	12,500.00
Backhoe Expense.	7,500.00
Gen. Plant/ Operating Exp.	19,093.00
Water Analysis (PDC)	5,800.00
R&M Towers	5,000.00
Chemicals	8,500.00
Electric Expense	62,398.00
Sewer Expense	1,419.00
Water Expense	932.00
Telephone Exp.	14,022.00
Utility Tax Exp.	1,451.00
Heating Gas Expen.	6,000.00
Legal and Prof. Exp	8,000.00
Auditing Exp.	5,839.00
Bank fees	300.00
Bad Debt Expense	3,900.00
Social Sec.	22,774.00
IMRF Exp.	35,658.00
Ins. Exp. (Employee)	93,877.00
Ins. Exp. (General)	48,450.00
Medicare Tax Expense	5,326.00
J.U.L.I.E	3,301.00
Barricade Exp.	1,000.00
Customer Service Budget	69,523.00
Uniform exp.	4,427.00
Small Tools	2,000.00
Supplies	1,750.00
Physicals	1,000.00
Safety exp.	5,500.00
Miscellaneous	1,500.00
Contribution Gen. Fund	54,187.00
Loss	15,000.00
IEPA Revolving loan	154,698.00
Bonds Payable	86,500.00
Due to Sewer - Loan	18,000.00
New Equipment	120,256.00
Distribution Lines	1,124,577.00

Contingency	242,239.00
<b>Total Water Fund</b>	<u><u>\$2,923,830.00</u></u>

Fiscal Year 2020  
ANTICIPATED REVENUE  
Water Fund

Interest Income	3,000.00
Residential Revenue-Billed	931,784.00
Commercial Revenue-Billed	225,802.00
Industrial Revenue-Billed	31,906.00
Municipal Revenue-Billed	6,808.00
Capital Improvements-Billed	191,729.00
Debt Service-Billed	265,686.00
Water Tower Rental	15,600.00
Penalties	15,449.00
Hook-up Fees/New Service	1,000.00
Rehook Up Fees	12,097.00
Miscellaenous Income	5,859.00
Employee Health Insurance Reimbursement	16,280.00
Transfer from Reserves	1,200,830.00
<b>Total Water Fund Revenues</b>	<u><u>\$2,923,830.00</u></u>

<b>Garbage Fund:</b>	
Garbage Collection Expense	
Bulk Stickers	\$514,752.00
Recycling Center	\$5,000.00
Legal & Professional Expense	\$500.00
Auditing Expense	\$2,500.00
Bulk Yard Stickers	\$1,250.00
Utility Office Expense	\$46,169.00
Miscellaneous Expense	\$500.00
Contribution to General Fund	\$122,294.00
Bad Debt	\$3,000.00
Contingency	\$69,597.00
<b>Total Garbage Fund</b>	<u><u>\$765,562.00</u></u>

Fiscal Year 2020  
ANTICIPATED REVENUE  
Garbage Fund

Interest Income	2,400.00
Residential Revenue	585,000.00
Penalties	5,000.00
Sale of Yard/Bulk Waste Stickers	2,500.00
Transfer from Reserves	170,662.00
<b>Total Garbage Fund Revenues</b>	<u><u>765,562.00</u></u>

<b>Customer Service Center:</b>	
Overtime	500.00
Information Technology	7,353.00
Salary/Wages	217,734.00
Rent	48,786.00
Printed Materials	6,000.00
Office Supplies	3,000.00
Postage	40,185.00
New Equipment	13,000.00
Maintenance	3,000.00
Information Technology	19,200.00
Lease Expense	7,000.00
Radio R & M	150.00
Schools, Mtgs & Seminars	4,500.00
Phone Service	2,000.00
Legal Expense	2,000.00
Credit Card Bank Fees	19,200.00
Payment Service Network Fees	6,720.00
Online Utility Services	4,440.00
Soc. Sec. Tax Exp.	13,500.00
IMRF Expense	19,727.00
Insurance Expense-Employee	47,042.00
Medicare Tax Expense	3,158.00
Physicals	500.00
Miscellaneous	500.00
Contingency	48,920.00
<b>Total Customer Service Center</b>	<b><u><u>\$538,115.00</u></u></b>

Fiscal Year 2020  
**ANTICIPATED REVENUE**  
Customer Service Center

Electric Fund Contribution	277,013.00
Water Fund Contribution	69,253.00
Sewer Fund Contribution	69,253.00
Garbage Fund Contribution	46,169.00
Credit Card Convenience Fee	19,000.00
Employee Insurance Reimbursement	8,507.00
Other Financing Sources	48,920.00
<b>Total Customer Service Center Revenues</b>	<b><u><u>\$538,115.00</u></u></b>

<b>Police/Fire Pension Funds:</b>	
Police Pension	2,800.00
Fire Pension	2,800.00
<b>TOTAL</b>	<u><u>\$5,600.00</u></u>

<b>ANTICIPATED REVENUE-POLICE/FIRE PENSIONS:</b>	
Replacement Tax-Police Pension	2,800.00
Replacement Tax-Fire Pension	2,800.00
<b>TOTAL</b>	<u><u>\$5,600.00</u></u>

<b>Social Security/Medicare/IMRF:</b>	
Social Security	54,967.00
Medicare	43,600.00
IL Municipal Retirement	77,423.00
Contingency	17,599.00
<b>TOTAL</b>	<u><u>\$193,589.00</u></u>

<b>ANTICIPATED REVENUE SOCIAL SECURITY/MEDICARE/IMRF</b>	
Property Taxes	139,525.00
Replacement Taxes	20,000.00
Interest Income	1,000.00
Transfer from Reserves	33,064.00
<b>TOTAL</b>	<u><u>\$193,589.00</u></u>

<b>Drug Fund</b>	
DRUG Fund Expenses	\$5,000.00
Contingency	\$500.00
<b>TOTAL</b>	<u><u>\$5,500.00</u></u>

<b>ANTICIPATED REVENUE</b>	
DRUG Fund Fines	15,850.00
<b>TOTAL</b>	<u><u>\$15,850.00</u></u>

<b>DUI Fund</b>	
DUI Fund Expenses	\$5,000.00
Contingency	\$500.00
<b>TOTAL</b>	<u><u>\$5,500.00</u></u>

<b>ANTICIPATED REVENUE</b>	
DUI Fund Fines	5,560.00
<b>Total</b>	<u><u>\$5,560.00</u></u>

<b>Tobacco Grant Fund</b>	
Tobacco Grant Fund Expenses	\$1,300.00
Contingency	\$130.00
<b>Total</b>	<u><u>\$1,430.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Tobacco Enforcement Grant	\$1,430.00
<b>Total</b>	<u><u>\$1,430.00</u></u>

<b>Safe Passage</b>	
Safe Passage Expenses	3,000.00
Miscellaneous Expense	1,500.00
<b>TOTAL</b>	<u><u>\$4,500.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Miscellaneous	\$4,500.00
<b>Total</b>	<u><u>\$4,500.00</u></u>

<b>Tax Increment Financing</b>	
Downtown TIF Expenses	2,500.00
Bond Payment	144,950.00
Contingency	14,712.00
<b>TOTAL</b>	<u><u>\$162,162.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Downtown TIF Property Taxes	140,000.00
RB&W Memorial Fund	3,000.00
Miscellaneous Revenue	5,000.00
Transfer from Reserves	13,262.00
<b>TOTAL</b>	<u><u>\$161,262.00</u></u>

<b>Workers Comp/General Liability</b>	
Operating Transfer Out	230,000.00
<b>TOTAL</b>	<u><u>\$230,000.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Property Taxes	242,000.00
Interest Income	1,800.00
<b>TOTAL</b>	<u><u>\$243,800.00</u></u>

<b>Employee Health Insurance</b>	
Health Insurance Expenses	1,136,704.00
Contingency	39,000.00
<b>TOTAL</b>	<u><u>\$1,175,704.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Payroll Transfers-Health Ins	1,150,000.00
Payroll Transfers-Flexible Spending	22,050.00
Interest Income	4,000.00
<b>TOTAL</b>	<u><u>\$1,176,050.00</u></u>

<b>Demolition Fund</b>	
Office Expense	\$500.00
Mowing/Weed Expense	\$22,000.00
Lien Filing Expense	\$3,000.00
Demolition Expense	\$30,000.00
Legal & Professional Expense	\$20,000.00
Miscellaneous Expense	\$1,000.00
Contingency	\$7,650.00
	<u><u>\$84,150.00</u></u>

<b>ANTICIPATED REVENUE</b>	
Interest Income	\$225.00
Grant Funds	\$76,000.00
Weed Lien Payment	\$9,000.00
	<u><u>\$85,225.00</u></u>

<b>INDUSTRIAL DEVELOPMENT</b>	
Printing & Publishing Ordin/Notices	100.00
Contribution to General Fund (Wages)	500.00
Postage & Office Supplies	100.00
Meetings/Seminars/Schools	1,000.00
Legal & Professional Expense	1,000.00
Miscellaneous Expense	500.00
Contingency	500.00
<b>TOTAL</b>	<u><u>\$3,700.00</u></u>

ANTICIPATED REVENUE

Interest Income	20.00
Miscellaneous Revenue	4,000.00
TOTAL	<u>\$4,020.00</u>

Motor Fuel Tax

MFT Expenditures	179,981.00
Engineering Expenses	10,000.00
Contingency	18,998.00
TOTAL	<u>\$208,979.00</u>

ANTICIPATED REVENUE

MFT Allotment	237,319.70
Interest Income	5,000.00
TOTAL	<u>\$242,319.70</u>

TOTAL SPECIAL REVENUE FUNDS	\$2,080,814.00
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TOTAL APPROPRIATIONS	\$38,484,989.00
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SECTION II

That any unexpected balance of any item of any appropriation made by this ordinance may be expended in making up an insufficiency in any other item of appropriation made by this ordinance.

SECTION III

That this ordinance shall be in full force and effect from and after its passage and approval by the Corporate Authorities and shall be published in pamphlet form as provided under the statute of the law.

Passed and approved by the Rock Falls City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
William B. Wescott, Mayor

ATTEST:

\_\_\_\_\_  
Michelle K. Conklin, Deputy City Clerk



CERTIFICATE OF APPROPRIATION ORDINANCE

IN ACCORDIANCE WITH P.A. 83-881

The undersigned, being the Clerk and Chief Fiscal Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance No. 2019-2425 of said district for its 2020 fiscal year, adopted \_\_\_\_\_, 2019.

We further certify that the estimate of revenues, anticipated to be received by said taxing district, either set forth in said ordinance as "Estimated Receipts" or attached hereto by separate document, is a true statement of said estimate.

This certificate is made and filed pursuant to the requirements of Public Act 83-881 (Sec. 643 of the Revenue Act as amended) and on behalf of the City of Rock Falls, Whiteside County, Illinois.

Dated: \_\_\_\_\_, 2019.

\_\_\_\_\_  
Michelle K. Conklin, Deputy City Clerk

Seal:

\_\_\_\_\_  
Kay Abner, Treasurer

ORDINANCE NO. 2019-2426

**ORDINANCE AMENDING CHAPTER 4, ARTICLE I, SECTION 4-1  
OF THE ROCK FALLS CITY CODE**

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

**SECTION 1:** That Chapter 4, Article I, Section 4-1(a), as amended, is hereby further amended to read as follows:

**“Sec. 4-1. – Animal Harboring.**

(a) No animal other than those commonly considered domestic may be kept or harbored within the city unless the animal is a “service animal” as that term is defined within the regulations adopted by the U.S. Department of Justice pursuant to the Americans with Disabilities Act. No household located within the city limits may keep or harbor more than four (4) domestic animals, inclusive of service animals, except upon waiver by the city. For purposes of this section, the term “service animal” means any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheel chair, or fetching dropped items. An animal is not required to be licensed or certified by any state or local government in order to be considered a “service animal” under this subsection.”

**SECTION 2:** That Chapter 4, Article I, Section 4-1, as amended, be further amended by the addition of a new subsection (c) to read as follows:

**“(c) Violations.**

A violation of any provision in this section shall be punishable as a Class C violation and subject to an administrative hearing as provided in section 1-41.”

**SECTION 3:** That in all other respects, Chapter 4, Article I, Section 4-1 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** 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 5:** The City Clerk is directed to publish this ordinance in pamphlet form.

**SECTION 6:** 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

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CITY OF ROCK FALLS

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

ORDINANCE AMENDING CHAPTER 4, ARTICLE I, SECTION 4-1  
OF THE ROCK FALLS CITY CODE

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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ORDINANCE NO. 2019-2427

ORDINANCE AMENDING SECTION 16-1  
OF THE ROCK FALLS CITY CODE

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

**SECTION 1:** That Section 16-1. Small animal store paragraph (a) be amended to read as follows:

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Small animal store* means and includes any establishment for the raising, training, boarding or selling of dogs, cats, birds, mice, rats, rabbits, rodents, snakes, reptiles, fish or other small animals of the same nomenclature for hire or profit, or where more than four dogs, cats or rabbits are harbored or kept; but provided, however, that the keeping of more than four dogs, cats or rabbits shall not be construed as a small animal store if the dogs, cats or rabbits in excess of four are the offspring of adult dogs, cats or rabbits owned as domestic pets, and provided further that such offspring are eliminated from the household prior to attainment of age of six months.

**SECTION 2:** That in all other respects, Section 16-1 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 3:** 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 4:** The City Clerk is directed to publish this ordinance in pamphlet form.

**SECTION 5:** 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

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CITY OF ROCK FALLS

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

ORDINANCE AMENDING SECTION 16-1  
OF THE ROCK FALLS CITY CODE

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**ORDINANCE AMENDING CHAPTER 26, ARTICLE II AND  
CHAPTER 32, ARTICLE IV OF THE ROCK FALLS CITY CODE  
FOR SEWER PIPE EXCAVATION AND RESURFACING MATERIALS**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/1 *et. seq.*, provides municipalities with broad general authority over the regulation of its public streets, sidewalks and other public property; and

**WHEREAS**, the City of Rock Falls (the “City”) is a municipal corporation lawfully formed under the laws of the State of Illinois; and

**WHEREAS**, the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”), have discussed the needs of the City with respect to further regulation in regard to the safety of sewer pipe excavations and the materials used for the restoration of public streets, sidewalks and other public property after any such excavation within the City limits; and

**WHEREAS**, the Corporate Authorities deem it in the best interests of the City and the safety of its residents to amend the Rock Falls City Code to provide for such further and additional regulations.

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

**SECTION 1:** The preambles to this Ordinance are true and correct and are hereby incorporated into this section as if fully set forth herein.

**SECTION 2:** That Chapter 26, Article II, Section 26-53(c), as amended, be further amended to read as follows:

“(c) If piping is laid or repaired it shall immediately have the space between the pipe and the bottom and sides of the trench packed full with wet sand or clean sand material tamped by hand, immediately and simultaneously with placement of the piping, up to the top level of pipe. The filling shall be carried up evenly on both sides of the pipe. Notwithstanding the foregoing, no excavated material shall be used in the filling of the space between the pipe and the bottom and sides of the trench.”

**SECTION 3:** That in all other respects, Chapter 26, Article II, Section 26-53(c) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** That Chapter 26, Article II, Section 26-53(d), as amended, shall be further amended to read as follows:

“(d) If any piping is installed or replaced such pipe shall be covered by hand to a depth of at least 12 inches with wet sand or clean sand compacted by hand. Material used for backfilling to the depth of 12 inches shall be wet sand or clean sand.



Notwithstanding the foregoing, no excavated material shall be used to cover the pipe.”

**SECTION 5:** That in all other respects, Chapter 26, Article II, Section 26-53(d) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 6:** That Chapter 26, Article II, Section 26-53(g), as amended, shall be further amended to read as follows:

“(g) Replacement surfaces for excavations shall be as follows:

- (1) Concrete with hot mix overlay: Match existing concrete topped with two inches of hot mix compacted to road surface;
- (2) Compacted bituminous hot mix matched to existing street surface; or
- (3) Bituminous surface treatment: Compacted two inches of cold patch material leveled to road surface for temporary patches outlined in subsection (c) of this section.

All surfaces shall be saw cut prior to restoration in order to provide for a clean straight line. Any bituminous material (hot mix) or cold patch material must be mechanically compacted to the existing street level with no dips or high spots, and shall be smoothed and level in all respects with the surrounding surface.

Table A: Flowable fill specification: Guidance on materials, quantities for mixtures.

Type I. Recommended mixture for use on city right-of-way only (city specifications):

Component	<i>Quantity per Cubic Yard</i>
Cement	30 lbs.
Coal fly ash	75 lbs.
Foundry sand	3,025 lbs.
Water	473 lbs.

Type II. IDOT Specification for use on state right-of-way:

Component	Quantity per Cubic Yard
Cement	50 lbs.
Fly ash	300 (Class F) 200 (Class C)
Course aggregate	
Fine aggregate	2,900 lbs.
Approximate water content	375—540 lbs.
Compressive strength at 28 days	

Flowable fill shall be created utilizing the following procedure:

Load truck mixer at standard charging speed in the following sequence:

- (1) Add 70 to 80 percent of water required.
- (2) Add 50 percent of the aggregate filler.
- (3) Add all cement and fly ash required.
- (4) Add balance of aggregate filler.
- (5) Add balance of water.

Component	Quantity
Sand	1 ton
Water	55 gallons

**SECTION 7:** That in all other respects, Chapter 26, Article II, Section 26-53(g) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 8:** That Chapter 26, Article II, Section 26-53, as amended, shall be further amended by the addition of a new subsection (i) to read as follows:

“(i) A violation of any provision in this section shall be punishable as a Class C violation and subject to an administrative hearing as provided in section 1-41.”

**SECTION 9:** That in all other respects, Chapter 26, Article II, Section 26-53 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 10:** That Chapter 26, Article II, Section 26-88, as amended, shall be further amended to read as follows:

**“Sec. 26-88. – Issuance.**

No permit under this division shall be issued except on order of the street superintendent or his designee. Notwithstanding the foregoing, no permit under this division shall issue to any person found to be in current violation of any of the provisions of this Article II.”

**SECTION 11:** That in all other respects, Chapter 26, Article II, Section 26-88 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 12:** That Chapter 32, Article IV, Section 32-181, as amended, shall be further amended to read as follows:

**“Sec. 32-181. – Installation or repair of building sewer; permit.**

No person shall install or repair any sanitary building sewer without first obtaining a written permit for such work from the sewerage department. No permit shall issue to any person found to be in current violation of any of the provisions of this Article IV.”

**SECTION 13:** That in all other respects, Chapter 32, Article IV, Section 32-181 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 14:** That Chapter 32, Article IV, Section 32-208(b), as amended, shall be further amended to read as follows:

“(b) All sewer pipes as soon as laid shall have the space between the pipe and the bottom and sides of the trench packed full with wet sand or clean sand and thoroughly tamped by hand with a shovel or light tamper, immediately and simultaneously with placement of the piping, up to the top level of pipe. The filling shall be carried up evenly on both sides of the pipe. Notwithstanding the foregoing, no excavated material shall be used in the filling of the space between the pipe and the bottom and sides of the trench.”

**SECTION 15:** That in all other respects, Chapter 32, Article IV, Section 32-208(b) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 16:** That Chapter 32, Article IV, Section 32-208(c), as amended, shall be further amended to read as follows:

“(c) The pipe shall be covered by hand to a depth of at least 12 inches with wet sand or clean sand, thoroughly tamped and compacted, and free from frozen material or other hard substance. Notwithstanding the foregoing, no excavated material shall be used to cover the pipe.”

**SECTION 17:** That in all other respects, Chapter 32, Article IV, Section 32-208(c) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 18:** That Chapter 32, Article IV, Section 32-208, as amended, shall be further amended by the addition of a new subsection (e), (f) and (g) to read as follows:

“(e) Prior to the application of any bituminous material (hot mix), all surfaces and excavations must be saw cut to a clean straight edge.

(f) Any bituminous material (hot mix) or cold patch material shall be mechanically compacted to the existing street level with no dips or high spots, and shall be smoothed and level in all respects with the surrounding surface.

(g) A violation of any provision in this section shall be punishable as a Class C violation and subject to an administrative hearing as provided in section 1-41.”

**SECTION 19:** That in all other respects, Chapter 32, Article IV, Section 32-208 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 20:** That Chapter 32, Article IV, Section 32-211(a), as amended, shall be further amended to read as follows:

“(a) Replacement surfaces for excavations shall be as follows:

- (1) Concrete: Match to the existing depth of concrete.
- (2) Brick: Same as concrete.
- (3) Concrete with hot mix overlay: Match to the existing depth of concrete, topped with two inches of hot mix mechanically compacted to road surface.
- (4) Brick with hot mix overlay: Same as subsection (a)(3) of this section.
- (5) Bituminous hot mix over aggregate base: Same as subsection (a)(3) of this section.
- (6) Bituminous surface treatment: Mechanically compacted two inches of hot mix material leveled to road surface.”

**SECTION 21:** That in all other respects, Chapter 32, Article IV, Section 32-211(a) shall remain in full force and effect as previously adopted and/or amended.

**SECTION 22:** That Chapter 32, Article IV, Section 32-212, as amended, shall be further amended to read as follows:

**“Sec. 32-212. – Trench width.**

Any trench or excavation made for a sanitary sewer, including but not limited to installation or repair, shall be made in full compliance with all federal and state Occupational Safety and Health Administration (OSHA) rules and regulations. A violation of any provision in this section shall be punishable as a Class C violation and subject to an administrative hearing as provided in section 1-41.  
”

**SECTION 23:** That in all other respects, Chapter 32, Article IV, Section 32-212 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 24:** 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 25:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 26:** 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

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CITY OF ROCK FALLS

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

**ORDINANCE AMENDING CHAPTER 26, ARTICLE II AND  
CHAPTER 32, ARTICLE IV OF THE ROCK FALLS CITY CODE  
FOR SEWER PIPE EXCAVATION AND RESURFACING MATERIALS**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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ORDINANCE NO. 2019-2429

**ORDINANCE AMENDING CHAPTER 32, ARTICLE VI, SECTION 32-502  
OF THE ROCK FALLS CITY CODE**

**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 VI, Section 32-502, as amended, be further amended by the addition of a new subsection (c) to read as follows:

“(c) Violations.

A violation of any provision in this section shall be punishable as a Class C violation and subject to an administrative hearing as provided in section 1-41.”

**SECTION 2:** That in all other respects, Chapter 32, Article VI, Section 32-502 shall remain in full force and effect as previously adopted and/or amended.

**SECTION 3:** 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 4:** The City Clerk is directed to publish this ordinance in pamphlet form.

**SECTION 5:** 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



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CITY OF ROCK FALLS

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

**ORDINANCE AMENDING CHAPTER 32, ARTICLE VI, SECTION 32-502  
OF THE ROCK FALLS CITY CODE**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**ORDINANCE AMENDING CHAPTER 32, ARTICLE II, SECTION 32-24 AND  
SECTION 32-25 OF THE ROCK FALLS CITY CODE  
RELATING TO RECONNECTION CHARGES**

**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 amend the provisions of the Rock Falls City Code with respect to the charges for reconnection of utilities serviced by the City.

**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 32-24, as amended, be restated in its entirety to read as follows:

**“Sec. 32-24. – Service disconnection and reconnection charges.**

When any utility service provided to a customer by the City has been disconnected for non-payment of charges, the following charges shall be applied upon reconnection:

- (a) \$50.00 for each utility service reconnected if such reconnection is made during normal working hours; and
- (b) \$100.00 for each utility service reconnected if such reconnection is made after normal working hours. Reconnections made after normal working hours shall be limited to services for water and electric only.

For purposes of this section, service for fiber connection that is provided by the City shall be considered a utility service as referred to herein. Notwithstanding the foregoing, a customer that elects to voluntarily disconnect any utility service shall be charged a reconnection charge of \$10.00 per occurrence, which charge shall cover the reconnection of all applicable utility services that were voluntarily disconnected.”

**SECTION 2:** That Chapter 32, Article II, Section 32-25, as amended, be further amended to read as follows:

**“Sec. 32-25. – Same – Electrical.**

Repealed.”

**SECTION 3:** That in all other respects, Chapter 32, Article II shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** 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 5:** The City Clerk is directed to publish this ordinance in pamphlet form.

**SECTION 6:** 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

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CITY OF ROCK FALLS

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

**ORDINANCE AMENDING CHAPTER 32, ARTICLE II, SECTION 32-24 AND  
SECTION 32-25 OF THE ROCK FALLS CITY CODE  
RELATING TO RECONNECTION CHARGES**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**Position:** Police Administrative Assistant

**Reports to:** Chief of Police

**Position Summary:**

The Police Administrative Assistant (PAA) is responsible for providing clerical assistance to the Chief of Police and Police Commanders. The PAA will assist in the preparation and maintenance of Municipal Court paperwork and payments. The PAA will maintain Registered Offender records, assist in the processing of FOIA requests, maintain police report records, complete transcriptions of interviews, and other clerical support duties as necessary.

**Duties/Tasks:**

- Assist in the development of a juvenile records expungement program and oversee the proper administration of the program
- MSI Court preparation and Daily Paperwork
- Weekly MSI payments balanced
- Process IDROP submissions and reconcile payments received from IDROP
- General records maintenance
- Cover Front desk for Police Clerk breaks and/or vacations
- Maintain Sex Offender data base
- Process FOIA requests
- Maintain FOIA log
- Process and maintain stats for yearly required Body Cam report
- Become LEADS certified and assume LEADS Administrator duties upon retirement of current Administrator
- Assist Chief of Police and Police Commanders with clerical tasks
- Assist Investigations with the production of transcripts of interviews
- Any other duties as may be assigned from time to time

**Job Requirements:**

- Minimum HS diploma
- Previous Dispatch and LEADS experience is preferred
- Ability to read, interpret and understand statutory language
- Ability to work without direct supervision

**Work Environment:**

- Office setting requires sitting for prolonged periods of time, the use of a computer keyboard and screen
- Must be able to meet the physical requirements of the class and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment.

# **The City of Rock Falls**

## **PROCEDURES MANUAL**

### **GOVERNING UTILITY SERVICE**

Adopted by the Electric Committee on June 28, 2013  
Last Amended on ~~April 25, 2017~~ May 29, 2019

# General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

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# General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

## Preamble

### Creation of Utility Office

It is hereby created a utility office to be located within the municipal building. Said utility office shall have, among its duties, the preparation of and mailing of invoices and bills to customers of the various utility services of the city, and the receipt and collection of amounts due for utility services provided to customers of the city. There shall be a superintendent of the utility office to who shall be appointed and designated by the mayor with the advise and consent of city council. ~~The utility office shall be under the day to day supervision of a crew leader, to be designated and named by the electric superintendent with the advice and consent of the mayor and city council.~~ The superintendent ~~crew leader of the utility office~~ shall be charged with the carrying out of the duties assigned by the city administrator, mayor and city council ~~this section and by the city council from time to time~~, and ~~the crew leader~~ shall provide reports of the activities of said office to the ~~electric superintendent~~, city council, and mayor, city administrator, city clerk and to the superintendent of each utility department of the city. The utility office shall also perform such other duties as may from time to time be assigned by the city administrator ~~electric superintendent~~, mayor, and city council and utilities committee.

*(Ord. No. 2000-1922, § 1, 2-3-00; Ord. No. 2008-2262, § 1, 1-15-08; Ord. No. 2013-2111, § 1, 6-18-2013; Ord. No. 2018-2359, § 1, 3-20-2018)*

This Procedures Manual has been compiled for use as the guideline to the staff of the City of Rock Falls Utility Office (RFU) in the execution of their duties to ensure that the RFU achieves its customer service objectives. This manual reflects the commitment of the RFU to offer the highest quality of service and customer care to its customers. It is the responsibility of each employee to ensure that they are familiar with and adhere to the contents of this manual and that they follow the procedures laid out in it. The standards, practices, procedures and specifications contained in this manual are in accordance with the RFU's ordinances, objectives and governing policies.

All amendments, after acceptance by the City Council shall be promptly inserted into the manual by the City Administrator, as the holder of the manual, who will be responsible for its maintenance.

## Section I - Definitions

The following definitions set forth standard interpretations of certain terms used in these policies and procedures.

A. **RFU or Utility:** The City of Rock Falls Utility.

# General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

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- B. **Customer:** Any person, firm or corporation whose application for service has been accepted by the RFU.
- C. **Service:** The supply by the RFU of utility service(s) including any combination of water, wastewater, electric or garbage to the customer including the readiness and availability of service at the Customer's service location whether or not utilized by the Customer.
- D. **RFU Service Area:** The area served by the RFU including that area outside the corporate City Limits of Rock Falls receiving Rock Falls Electric Utility and/or fiber service.
- E. **Service Location:** The specific physical location where the point of delivery of the RFU utility service is delivered.
- F. **Deposit:** A monetary amount required by RFU as surety prior to providing service to a customer establishing a new account.
- G. **Security Deposit:** A monetary amount required by the RFU as surety to continue providing service to an established customer who has been disconnected for nonpayment, chronically delinquent or has tampered with utility equipment owned by the RFU.
- H. **Service/Work Order:** A document authorizing the completion of a specific task by wastewater, water or electric personnel.
- I. **Credit:** The right granted by a creditor to a debtor to defer payment of debt or to incur debts and defer its payment or to purchase property or services and defer payment therefore.
- J. **Creditor:** Any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit.
- K. **Identifying information:** Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, Social Security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol (IP) address, or routing code.
- L. **Covered account:**
  - 1. An account that a creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include utility accounts; and

# General Procedures Governing Utility Service

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2. Any other account that the creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.
- M. Identity theft:** Fraud committed or attempted using the identifying information of another person without authority.
- N. Red flag:** A pattern, practice or specific activity that indicates the possible existence of identity theft.

## Section II. - Information Available to Customers - Privacy Policy

**A. In General** - This Privacy Policy identifies and describes the way the City of Rock Falls uses and protects the information we collect about Customer and Users. All use of the City of Rock Falls Utility Services, as well as visits to our websites, are subject to this Privacy Policy.

### B. The Information We Collect, How We Collect It and How We Use It

1. **Information We Collect** - We may collect different types of personal and other information based on your use of our services and our business relationship with you. Some examples include:
  - a. Contact Information that allows us to communicate with you, including your name, address, telephone number and email address.
  - b. Billing Information related to your financial relationship with us, including your payment data, credit history, credit card number, Social Security number, Driver's License or other identification, and service history.
2. **How We Collect the Information** - We collect information in three (3) primary ways:
  - a. You give it to us when you sign up for utility service or interact with us about your service;
  - b. We collect it automatically when you visit our website or use our services;
  - c. We obtain it from other sources, such as a credit agency or third party collection agency.
3. **How We Use It** - We may use the information we collect in a variety of ways, including to:
  - a. Provide you with the best customer experience possible;
  - b. Provide the services you require, and to respond to your questions;
  - c. Communicate with you regarding your services;
  - d. Deliver customized content regarding services we offer that may be of interest to you;
  - e. Address network integrity and security issues;
  - f. Investigate, prevent or take action regarding illegal activities, violations of ordinances and municipal codes

### C. Information Sharing

The City of Rock Falls does not provide or sell Personal Information to companies for the marketing of their own products and services. We may provide Personal Information to:

1. Comply with court orders and other legal process;
2. Assist with identity verification, and to prevent fraud and identity theft;
3. Enforce our agreements and property rights;

# General Procedures Governing Utility Service

City of Rock Falls, Illinois

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4. Obtain payment for services that appear on your City of Rock Falls utility billing statements; including the transfer of delinquent accounts to third parties for collection.

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### Section III. - Identity Theft Prevention Program (Red Flag Rule)

The purpose of the program is to establish an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the Program in compliance with Part 681 of Title 16 of the Code of Federal Regulations implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003. The City of Rock Falls has implemented the ONLINE Utility Exchange program for use at the time of application for residential customers to verify the Social Security Number of the applicant is a match to the name of the applicant.

#### A. Program – In General

The City of Rock Falls establishes an Identity Theft Prevention Program to detect, prevent and mitigate identity theft. The Program shall include reasonable policies and procedures to:

1. Identify relevant red flags for covered accounts it offers or maintains and incorporate those red flags into the program;
2. Detect red flags that have been incorporated into the Program;
3. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
4. Ensure the Program is updated periodically to reflect changes in risks to customers and to the safety and soundness of the creditor from identity theft.

The program shall, as appropriate, incorporate existing policies and procedures that control reasonably foreseeable risks.

#### B. Identification of Relevant Red Flags

In order to identify relevant Red Flags, the locality considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts and its previous experience with Identify Theft. The locality identifies the following red flags, in each of the listed categories:

1. **Notifications and Warnings from Credit Reporting Agencies**
  - a. Report of fraud accompanying a credit report;
  - b. Notice or report from a credit agency of a credit freeze on a customer or applicant;
  - c. Notice or report from a credit agency of an active duty alert for an applicant; and
  - d. Indication from a credit report of activity that is inconsistent with a customer's usual pattern or activity.
2. **Suspicious Documents**
  - a. Identification document or card that appears to be forged, altered or inauthentic;



# General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

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- b. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- c. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
- d. Application for service that appears to have been altered or forged.

### **3. Suspicious Personal Identifying Information**

- a. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
- b. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on the credit report);
- c. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- d. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- e. Social Security number presented that is the same as one given by another customer;
- f. An address or phone number presented that is the same as that of another person;
- g. A person fails to provide complete personal identifying information on an application when reminded to do so; and
- h. A person's identifying information is not consistent with the information that is on file for the customer.

### **4. Suspicious Account Activity or Unusual Use of Account**

- a. Change of address for an account followed by a request to change the account holder's name;
- b. Payments stop on an otherwise consistently up-to-date account;
- c. Account used in a way that is not consistent with prior use (example: very high activity);
- d. Mail sent to the account holder is repeatedly returned as undeliverable;
- e. Notice to the locality that a customer is not receiving mail sent by the locality;
- f. Notice to the locality that an account has unauthorized activity;
- g. Breach in the locality's computer system security; or
- h. Unauthorized access to or use of customer account information.

### **5. Alerts from Others**

Notice to the locality from a customer, identity theft victim, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in Identity Theft.

## C. Detection of Red Flags

### 1. New Accounts

In order to detect any of the Red Flags identified above associated with the opening of a new account, the RFU personnel will take the following steps to obtain and verify the identity of the person opening the account:

- a. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- b. Verify the customer's identity (for instance, review a driver's license or other identification card);
- c. Social security number(s) will be used to match the identity of the individual through the ONLINE Utility Exchange program.
- c. Review documentation showing the existence of a business entity; and
- d. Independently contact the customer.

### 2. Existing Accounts

In order to detect any of the Red Flags identified above for an existing account, the RFU personnel will take the following steps to monitor transactions with an account:

- a. Verify the identification of customers through social security numbers if they request information, whether in person, via telephone, via facsimile or via e-mail;
- b. Verify the validity of requests to change billing addresses; and
- c. Verify changes in banking information given for billing and payment purposes.

## D. Response to Suspected Identity Theft

In the event RFU personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Continue to monitor an account for evidence of Identify Theft;
2. Contact the customer;
3. Change any passwords or other security devices that permit access to accounts
4. Not open a new account;
5. Close an existing account;
6. Reopen an account with a new number;
7. Notify the Program Administrator for determination of the appropriate step(s) to take;
8. Notify law enforcement; or
9. Determine that no response is warranted under the particular circumstances.

In order to further prevent the likelihood of identity theft occurring with respect to utility accounts, the City of Rock Falls will take the following steps with respect to its internal operating procedures to protect customer identifying information:

- Ensure that its website is secure or provide clear notice that the website is not secure;
- Ensure complete and secure destruction of paper documents and computer files containing customer information;
- Ensure that the office computers are password protected and that computer screens lock after a set period of time;
- Keep offices clear of papers containing customer information;
- Request only the last 4 digits of social security numbers (if any);
- Ensure computer virus protection is up to date; and
- Require and keep only the kinds of customer information that are necessary for utility purposes.

## **E. Updating the Program**

The Program shall be updated periodically to reflect changes in risks to customers or to the safety and soundness of the organization from identity theft based on factors such as:

1. The experiences of the organization with identity theft;
2. Changes in methods of identity theft;
3. Changes in methods to detect, prevent and mitigate identity theft;
4. Changes in the types of accounts that the organization offers or maintains;
5. Changes in the business arrangements of the organization, including mergers, acquisitions, alliances, joint ventures and service provider arrangements.

## **F. Administration of the Program**

1. The Finance Committee of the City Rock Falls shall be responsible for the development, implementation, oversight and continued administration of the Program.
2. The Program shall train staff, as necessary, to effectively implement the Program; and
3. The Program shall exercise appropriate and effective oversight of service provider arrangements.

## **G. Oversight of the Program**

1. **Oversight of the Program shall include:**
  - a. Assignment of specific responsibility for implementation of the Program to the City Administrator;
  - b. Review of reports prepared by staff regarding compliance; and
  - c. Approval of material changes to the Program as necessary to address changing risks of identity theft.

2. **Reports shall be prepared as follows:**

Staff responsible for development, implementation and administration of the Program shall report to the Finance Committee at least annually on compliance by the organization with the

Program. The report shall address material matters related to the Program and evaluate issues such as:

- a. The effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts;
- b. Service provider agreements;
- c. Significant incidents involving identity theft and management's response; and
- d. Recommendations for material changes to the Program.

## H. Oversight of Service Provider Arrangements

In the event the locality engages a service provider to perform an activity in connection with one or more accounts, it will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of Identity Theft:

- Require, by contract, that service providers have such policies and procedures in place; and
- Require, by contract, that service providers review the locality's Program and report any Red Flags to the Program Administrator.

## I. Duties Regarding Address Discrepancies

The locality shall develop policies and procedures designed to enable the organization to form a reasonable belief that a credit report relates to the consumer for whom it was requested if the organization receives a notice of address discrepancy from a nationwide consumer reporting agency indicating the address given by the consumer differs from the address contained in the consumer report.

The locality may reasonably confirm that an address is accurate by any of the following means:

1. Verification of the address with the consumer;
2. Review of the utility's records;
3. Verification of the address through third-party sources; or
4. Other reasonable means.

If an accurate address is confirmed, the locality shall furnish the consumer's address to the nationwide consumer reporting agency from which it received the notice of address discrepancy if:

1. The organization establishes a continuing relationship with the consumer; and
2. The organization, regularly and in the ordinary course of business, furnishes information to the consumer reporting agency.

## Section IV. - New Accounts – In General

### A. Rental Property (Residential, Commercial or Industrial)

#### 1. Landlord - Current Account

- a. The tenant of any residential, commercial or industrial property shall ~~complete and sign an~~ [Tenant Authorization to Release Information consent form](#) at the time of application for service.
- b. The landlord/property manager shall complete a *Blanket Application & Record for Service* form with all rental properties listed.

#### 2. Landlord - Delinquent Account

- a. If the landlord of any rental property has a 60 day or more delinquent account, RFU may withhold service to a new tenant seeking application for service until such time that the landlord has paid the delinquent balance in full.
- b. Tenant must be informed that the *Application for Service and Deposit Record* shall be denied until such time that the landlord is paid in full.

### B. Residential

New accounts are created whenever a new customer moves into a service location within the RFU service area or a current customer relocates to a new service location within the RFU service area.

No person owing utility charges and removing 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.

*(Code 1977, § 13.12.140) Sec. 15-27. Of the City of Rock Falls Ordinance*

#### 1. Current customers relocating in the RFU service area.

- a. A *Rock Falls Utilities Application For Service and Deposit Record* must be completed for the new service location. All information must be completed including owner information for rental property. A copy of a current Illinois Identification Card or Driver's License must be copied and kept on file together with Social Security numbers which must be obtained from each applicant for service.
- b. A copy of the *Rock Falls Utilities Application For Service and Deposit Record* ([including Tenant Authorization to Release Information](#)) shall be scanned and placed in the customer's account information. The original will be kept for one year as required by the Illinois Compiled Statutes.
- c. Social security number(s) and names must be referenced through the ONLINE Utility Exchange program to check for deposit determination and identity verification.

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- d. A final bill will be generated reflecting the date service discontinuance was requested by the customer. ~~For rental properties, a copy of the final bill will also be sent to the property owner.~~
- e. Any existing deposit being held by RFU will be credited to the final bill for the service location from which the customer is discontinuing service. If the application of an existing deposit to the final bill results in a credit balance, the customer will be reimbursed by check by the RFU. If the amount of the credit balance is less than one dollar (\$1.00), that amount will be credited to the new account.
- f. If the Final Bill amount for the previous location has not been paid by the due date, the delinquent balance owed will be transferred to the new account.
- g. A deposit must be obtained for the account being established for the new service location prior to the creation of a service order. (Please refer to the Deposit Section of this manual)
- h. Final billing generated by customers calling in must be verified with social security numbers.

## 2. New customers in the RFU service area.

- a. A *Rock Falls Utilities Application For Service and Deposit Record* ([including Tenant Authorization to Release Information](#)) must be completed for the new service location. All information must be completed including owner information for rental property. A copy of a current Illinois Identification Card or Driver's License must be copied and kept on file together with Social Security numbers which must be obtained from each applicant for service.
- b. A copy of the *Rock Falls Utilities Application For Service and Deposit Record* ([including Tenant Authorization to Release Information](#)) shall be scanned and placed in the customer's account information. The original will also be kept for record purposes.
- c. Social security number(s) and names must be referenced through the ONLINE Utility Exchange program to check for deposit determination and identity verification. Social security number(s) and names must be cross-referenced to check for delinquent charges from any previous accounts whether or not the customer declares that they have lived within the RFU previously. When a new customer has a delinquent balance, that balance must be paid in full prior to establishing a new account.
- d. The deposit must be obtained prior to the creation of a service order. (Please refer to the Deposit section of this manual)
- e. When a customer no longer resides at the service address (ie deceased, moved, new tenant, etc.), the new customer must apply to get services in their name. If the City determines that this has not been done, a letter will be sent to the service address notifying the current resident they have 15 (fifteen) days to comply otherwise the services will be disconnected.

## C. Commercial

### 1. Current commercial customers relocating in the RFU service area.

- a. An *Application For Commercial Service with the City of Rock Falls* must be completed for the new service location. All information must be completed including property owner information for rented commercial property. If applicable, the Illinois State Sales Tax Number for the business should be obtained. A copy of a current Illinois Identification Card or Driver's License must be copied and kept on file together with Social Security numbers from the individual(s) completing the commercial application for service.
- b. A copy of the *Rock Falls Utilities Application For Service and Deposit Record* shall be scanned and placed in the customer's account information. The original will be kept for one year as required by the Illinois Compiled Statutes.
- c. A final bill will be generated reflecting the date service discontinuance was requested by the customer. For rental properties, a copy of the final bill will also be sent to the property owner.
- d. Any existing deposit being held by RFU will be credited to the final bill for the service location from which the customer is discontinuing service. If the application of an existing deposit to the final bill results in a credit balance, the customer will be reimbursed by check by the RFU. If the amount of the credit balance is less than one dollar (\$1.00), that amount will be credited to the new account.
- e. If the Final Bill amount for the previous location has not been paid by the due date, the delinquent balance owed will be transferred to the new account.
- f. A deposit must be obtained for the account being established for the new service location prior to the creation of a service order. (Please refer to the Deposit section of this manual)
- g. Final billing generated by customers calling in must be verified with social security numbers.

### 2. New customers moving into the RFU service area.

- a. A *Rock Falls Utilities Application For Service and Deposit Record* must be completed for the new service location. All information must be completed including property owner information for rental property. If applicable, the Illinois State Sales Tax number for the business should be obtained. A copy of a current Illinois Identification Card or Driver's License must be copied and kept on file together with Social Security number(s) from the individual(s) completing the commercial application for service.

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- b. The Illinois State Sales Tax number, Social security number(s) and names must be referenced to check for delinquent charges from any previous accounts whether or not the customer declares that they have lived within the RFU previously. When a new customer has a delinquent balance, that balance must be paid in full prior to establishing a new account.
- c. A deposit must be obtained prior to the creation of a service order. (Please refer to the Deposit section of this manual)
- d. A copy of the *Rock Falls Utilities Application For Service and Deposit Record* shall be scanned and placed in the customer's account information. The original will be kept for one year as required by the Illinois Compiled Statutes.



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## Section V. - New Account Deposit

### A. Residential Deposit

1. The ONLINE Utility Exchange program will be used to determine the amount of deposit paid at application in an amount ranging from \$0 to \$300.00 based upon the customer's credit score and other information used to determine the percentage likelihood of delinquency in accordance with the following schedule:

<u>Credit Score:</u>	<u>Likelihood of Delinquency:</u>	<u>Deposit Amount:</u>
<u>0-299</u>	<u>50.1-100%</u>	<u>\$300.00</u>
<u>300-574</u>	<u>25.1%-50%</u>	<u>\$200.00</u>
<u>575-667</u>	<u>10.1%-25%</u>	<u>\$100.00</u>
<u>668-850</u>	<u>0%-10%</u>	<u>\$0.00</u>

- ~~2. The deposit is credited as follows: 40% Wastewater; 33% Electric; 17% Water; 10% Garbage. If the customer is within the RFU Electric service area only, the entire deposit shall be credited to Electric.~~

- ~~3.2.~~ Deposits are applied ~~refunded~~ to the customer's account after ~~24~~ 12 months continuous service if there have been no delayed or late payments during that period.

- ~~4.3~~ CIVIC PLAZA II ROCK FALLS APARTMENTS LLC – Customers who currently reside within ~~CIVIC PLAZA II ROCK FALLS APARTMENTS LLC~~ and relocate to a new apartment within CIVIC PLAZA II ROCK FALLS APARTMENTS LLC will be required to pay a \$50.00 deposit unless the customer's account is in arrearage or has a consistent history of late payments. If there is a history of late payments, the ONLINE Utility Exchange program will determine the amount of the deposit.

- ~~5.4~~ If a customer applying for service does not have a social security number, ~~but does have a green card to serve as proof that its holder is a lawful permanent resident, that green card holder~~ that person will not be subject to the ONLINE Utility Exchange program. The customer shall be required to provide a valid form of identification upon application ~~Green card holders will and automatically pay a~~ \$150.00 ~~\$300.00~~ deposit.

- ~~6.5.~~ If a customer applying for service has a past due bill that is currently being pursued for payment, the deposit shall be ~~\$150.00~~ \$300.00 and it will be deemed unnecessary for the ONLINE Utility Exchange to determine the deposit.

#### ~~Deposit Credit Schedule:~~

~~\$50.00 Deposit:        \$20.00 Wastewater  
                                  \$16.50 Electric  
                                  \$8.50 Water~~

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<del>_____</del>	<del>\$5.00 Garbage</del>
<del>\$100.00 Deposit:</del>	<del>\$40.00 Wastewater</del>
<del>_____</del>	<del>\$33.00 Electric</del>
<del>_____</del>	<del>\$17.00 Water</del>
<del>_____</del>	<del>\$10.00 Garbage</del>
<del>\$150.00 Deposit:</del>	<del>\$60.00 Wastewater</del>
<del>_____</del>	<del>\$49.50 Electric</del>
<del>_____</del>	<del>\$25.50 Water</del>
<del>_____</del>	<del>\$15.00 Garbage</del>

## B. Commercial Deposit

### 1. Office and Small Retail Business

- a. A \$200.00 deposit will be required all commercial offices or retail businesses regardless of utility services provided.
- b. ~~The deposit is credited as follows: \$80.00 Wastewater; \$80.00 Electric; \$40.00 Water. If the customer is within the RFU Electric service area only, the entire deposit will be credited to Electric.~~

### 2. Food or Beverage Establishments and Medium or Large Retail Business

- a. Established Utility History: When the utility history is available on the service location, the deposit will be up to a two (2) month average of the previous establishment of the previous twelve (12) months.
- b. No Established Utility History: When no utility history is available on the service location, a similar establishment shall be used to calculate the monthly average. The deposit will be up to a two (2) month average of the previous twelve (12) months.
- c. ~~The deposit is credited as follows: forty percent (40%) Wastewater; forty percent (40%) Electric; twenty percent (20%) Water. If the customer is within the RFU Electric service area only, the entire deposit will be credited to Electric.~~

## C. General Services-peak annual demand of 35 kilowatts

1. Established Utility History: When the utility history is available on a service location and the new owner intends to carry on business substantially as in the past, a twelve (12) month average of the bills for the previous owner shall be used to calculate the amount of the deposit.
2. No Established Utility History: When no utility history is available on a new industrial service location, the Department Superintendents from the Electric,

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Wastewater and Water Departments shall evaluate the manufacturing process of the industry and determine the required deposit and amount to be credited to each utility service.

- ~~3. The deposit is credited as follows: forty percent (40%) Wastewater; forty percent (40%) Electric; twenty percent (20%) Water. If the customer is within the RFU Electric service area only, the entire deposit will be credited to Electric.~~

## D. Banking & Financial Institutions

1. When a banking or financial institution has taken responsibility for a residential property which has RFU services, the institution is required to pay the maximum deposit of \$150.00 deposit.
2. When a banking or financial institution has taken possession of or responsibility for a commercial or industrial property which has RFU services, the institution is required to pay the deposit amount established under Section V(b).

## D. Blanket

1. An application for a blanket agreement can be filled out for customers such as landlords or realtors accompanied with a \$50.00 deposit. This will allow services to be transferred in and out of the customer's name covered by the blanket agreement.

## E. Refunds

1. Deposits are ~~applied refunded~~ to the customer's account after ~~twelve (12) twenty-four (24)~~ months continuous service if there have been no delayed or late payments during that period.
2. A customer requesting termination of service shall apply for and request of the RFU a refund of any excess deposit after application of deposit amount to any unpaid or current amount due.
3. The RFU shall have the right to require proof of authority to receive the deposit of any person purporting to act on behalf of the maker of the deposit, as executor, administrator, guardian, or under any power of attorney.

## Section VI. - Security Deposit

### A. In General

1. The RFU may require that any existing customer of the city make a security deposit if any of the following conditions exist:
  - a. Service to the customer has been disconnected for nonpayment of charges;
  - b. Late payment charges have been assessed to the customer four (4) or more times during the preceding twelve (12) month period;
  - c. The customer has been found to have tampered with any service meter of the RFU or has obtained utility service illegally.
2. Any customer required by the RFU to pay a security deposit shall pay such deposit on or before reconnection of service.
3. Service shall be disconnected upon the failure to pay a security deposit within ten (10) days of notification.

### B. Security Deposit Amount

1. Residential: Security Deposits for residential customers shall be an amount equal to one-sixth (1/6) of the twelve (12) month average utility charge.
2. Commercial: Security Deposits for commercial customers shall be an amount equal to one-third (1/3) of the twelve (12) month average utility charge.
3. Industrial: Security Deposits for industrial customers shall be determined by the Superintendents of Electric, Wastewater and Water.
4. ~~The security deposit is credited as follows: forty percent (40%) Wastewater; forty percent (40%) Electric; twenty percent (20%) Water. If the customer is within the RFU Electric service area only, the entire deposit will be credited to Electric.~~

### C. Refunds

1. Deposits are ~~applied~~ ~~refunded~~ to the customer's ~~account~~ after ~~twelve (12)~~ ~~twenty-four (24)~~ months continuous service if there have been no delayed or late payments during the period.
2. A customer requesting termination of service shall apply for and request of the RFU a refund of any excess security deposit after application of deposit amount to any unpaid or current amount due.
3. The RFU shall have the right to require proof of authority to receive the security deposit of any person purporting to act on behalf of the maker of the deposit, as executor, administrator, guardian, or under any power of attorney.

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## Section VII. - Billing

### A. In General

The RFU will generate and mail bills to customers for utility services each month. Each bill prepared shall be mailed to the customer at the address provided by the customer. 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;
4. Notice whether the bill for each service is based upon actual or estimated measurement of the amount of utility services supplied
5. Notice that customers may call the [utilities customer service](#) office at the telephone 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 chapter, or
  - c. Request the restoration of any utility service previously terminated.

### B. Billing Schedule

Due Date:	24th day after billing date
Penalty Posted:	25th day after billing date
Notice of Disconnect Generated:	32nd day after billing date
Disconnection:	41st day after billing date

## Section VIII. - Late Payment Accounts & Account Dispute Resolution

The RFU considers a payment to be late the first (1<sup>st</sup>) day after the due date of a current month's bill. A late penalty of five percent (5%) of the total unpaid balance shall be accessed to the customer's account. Penalties can be waived at the discretion of the superintendent (or designee in superintendent's absence) with reason for the waiver being documented in the customer's account file.

### A. In General

The RFU 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.

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 the Municipal Code, or within ten (10) 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: (a) adjudicated pursuant to this section; or, (b) not properly challenged by the customer's failure to follow the procedure set out in this section.

### B. Procedure to Dispute Termination or Rejection of Services

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 the Municipal Code of the City of Rock Falls. 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 section.

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 (10) days following receipt of notice of rejection for services, the customer shall notify the [utilities customer service](#) 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

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- right of the city to terminate services or the right of the city to reject the customer for services.
2. If the superintendent of the RFU 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 RFU determines that the dispute is not untimely or invalid under this section, the superintendent shall, within three (3) 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 (5) 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 (5) days of mailing of the decision by the superintendent of the affected department, may file in writing with the City Clerk's office a request for a formal hearing before the public works and/or electric committee of the city council. Upon filing of the request by the customer, a formal hearing shall be held by the utilities ~~public works and/or electric~~ committee.
  6. At the hearing before the utilities ~~public works and/or electric~~ 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 ~~public works and/or electric~~ 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 ~~public works and/or electric~~ 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 (5) days of the hearing. The decision shall be final and binding on the affected utility department, and on the customer.
  8. Until the date that the date of the decision of the affected utility department superintendent becomes final, or until the date of the decision of the utilities ~~public works and/or electric~~ 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 ~~public works and/or electric~~ committee, as applicable, is unfavorable to the customer disputing the charge, the notice to the customer of

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such unfavorable decision shall specify a date not less than five (5) 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.

## C. Dispute Decision Notification

1. The determination of the disputed issue of the utilities ~~public works and/or electric~~ committee shall be given to the RFU by the City Clerk.
2. The RFU shall notify the customer and the appropriate department superintendent of the determination.



## Section IX. - Delinquent Account Payment Agreements

### A. In General

A payment agreement may be entered into between the RFU and a customer for payment of a delinquent balance if the following conditions are met:

1. The customer has not entered into more than two (2) *Delinquent Account Payment Agreements* within the previous twelve (12) month period;
2. All previous delinquent balance is paid in full.
3. Any previous agreement is paid in full. Customers who are using the two (2) agreements in sequential months must pay off the first agreement prior to entering into the second agreement.
4. The customer is able to pay a minimum of twenty-five percent (25%) of the delinquent balance, including late charges and/or penalties incurred.

### B. Agreement Completion

1. All *Delinquent Account Payment Agreements* must be initialed and reviewed by two RFU personnel. When present, the Superintendent of the RFU must approve all *Delinquent Account Payment Agreements* ensuring that the above conditions have been met. In the absence of the Superintendent, the RFU personnel completing the agreement shall approve and sign the agreement together with one other RFU personnel.
2. All customer contact information will be checked and verified by the RFU personnel completing the agreement.
3. The customer must have the delinquent balance paid in full by the due date of the next bill.

**ANY customer of the RFU who meets the requirements as stated above is allowed to enter into Delinquent Account Payment Agreements regardless of the source of their income.**

## Section X. - Utility Termination

Except as otherwise provided, the provisions of this section shall govern all termination of utility service for non-payment of utility charges or for failure to comply with other requirements of the Code of the City of Rock Falls.

### A. Notice of Termination of Utility Service – No Master Meter

1. If, by the eighth day following 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 the Municipal Code of the City of Rock Falls shall have not been corrected by the date specified in such violation notice, the utilities ~~customer service~~ office shall mail to or personally serve upon the customer a notice of termination of utility services.
2. When the customer is a rental tenant, the City shall provide ~~a duplicate~~ notice to the property owner/property manager of record.
3. 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 (8) 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 and/or building inspector has certified that the violation has been corrected prior to the date of termination, that the utility service shall be terminated;
  - e. Notice that in lieu of paying the entire amount shown, a customer, prior to the date of termination, may notify the customer service 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; (but provided, that the basis of the dispute shall not have been the subject of a previous dispute either waived or adjudicated).
4. 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 Section VIII of this manual 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 and/or building inspector 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.

## **B. Notice of Termination of Utility Service – Master Meter**

Notice of utility service termination. The RFU shall notify all tenant of building with 3 or more residential apartments of the proposed termination of utility service.

This notice shall contain the following information:

1. The specific date, no sooner than 10 days after the notice is rendered, that the utility service is subject to termination;
2. A statement of the tenants' statutory right either
  - a. to pay the utility company the amount due and owing by the Landlord and to deduct the amount paid to the RFU from the rent due on the rental agreement; or
  - b. to petition the court for appointment of a receiver to collect the rents due for use and occupancy of the building and remit a portion to the RFU for payment of utility bills
3. The dollar amount of the utility bills due and owing on the date such notice is given and the average monthly utility bill; and
4. The name and telephone number of any legal services agency within the RFU's service area where the tenants may obtain free legal assistance.

Any notice provided to tenants of a building under this section shall be of a conspicuous size, on red paper, and in at least 14 point bold face type except that the words "notice of (utility service) termination" shall be in 36 point bold face type.

If the notice is posted, it shall state:

It is unlawful for the landlord or his or her agent to alter, deface, tamper with, or remove this notice. A Landlord or his or her agent who violates this provision is guilty of a Class C Misdemeanor.

(765 ILCS 735/3) (from Ch. 80, par. 64) (Source: P.A. 87-177.)

## **C. Hours and Conditions of Termination**

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. (noon).
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 twenty-four (24) hours, as reported by the

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National Weather Service at its First Order Station nearest the residence, includes a forecast that the temperature will be below twenty degrees (20°) Fahrenheit. If the utility service to a residential customer has been terminated and not reinstated by five o'clock (5:00) p.m. on the day of termination, when the low temperature within the previous twenty-four (24) hours, as reported by the National Weather Service at its First Order Station nearest residence, was below thirty-two degrees (32°) Fahrenheit, the customer service office shall notify the police department of the city on the day of termination of the following:

- The name of the customer;
  - The address and location of the residence no longer receiving such utility services;
  - The possible threat to the health and life of all persons residing at the residence.
4. 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 (1) full working day of receipt by the customer service 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 and/or building inspector 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 chapter.
  5. 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 (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.
  6. 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 (5) percent of the monthly bill as a late payment penalty, unless the customer listed on the bill is sixty-five (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.

(Ord. No. 87-1469, § 13.28.070, 6-1-87; Ord. No. 89-1528, 6-19-89; Ord. No. 2000-1950, § 2, 9-5-00; Ord. No. 2009-2341, § 1, 5-19-09; 2011-2472, § 1, 7-19-11; Ord. No. 2011-2481, § 1, 9-20-11)

7. Although it is not mandated by ordinance, it is the policy of the RFU that no disconnection of service shall take place for accounts owing less than fifty dollars (\$50.00). However, this practice shall not be promoted by the RFU or its

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personnel. Full payment of the delinquent amount should be encouraged at all times.

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## Section XI. - Schedule of Fees

<u>NSF (non-sufficient funds)</u>	<u>\$25.00 per occurrence</u>
<u>Rehook for delinquent payment</u>	<u>\$50.00 per service (Electric/Water/Fiber)</u>
<u>Rehook for voluntary disconnection</u>	<u>\$10.00 per occurrence (Electric/Water/Fiber)</u>
<u>Pool Read</u>	<u>\$10.00 per occurrence</u>
<u>Broken Water Meter</u>	<u>\$50.00 for broken Sensus meter</u>
<u>Broken Water Meter</u>	<u>\$75.00 for rebuilt Neptune meter</u>
<u>Broken Water Meter</u>	<u>\$125.00 for Neptune meter</u>
<u>Damaged Radio (Water Meter)</u>	<u>\$100.00 per occurrence</u>
<u>After Hours call (Water or Electric)</u>	<u>\$50.00 per occurrence</u>

## Section XII.- Collection of Delinquent Accounts

### A. Rental Property

1. The day prior to the disconnection of utility services, the RFU shall contact the customer and inform them of the impending disconnection of utility services. The customer shall be notified of the amount owed and the additional reconnection fee which will be incurred if service is terminated. The contact shall be noted in the customer's account information.
2. When the account is no ~~less~~ ~~more~~ than 60 days delinquent from the last billing date and no attempt of payment has been made, the customer account shall be sent to the State of Illinois Comptroller's Local Debt Recovery system for collection through the State of Illinois. The capital improvement and debt charges will no longer be charged to the tenant's account.
3. At the time of final billing or no ~~less~~ ~~more~~ than 60 days delinquent from the last billing date and no attempt of payment has been made, all future capital improvement and debt charges will be billed to the landlord or property manager of record.
4. Customer accounts that are deemed uncollectible will be presented for write off. An account will be deemed uncollectible after all reasonable effort has been made to collect and five (5) years have elapsed since the last date of payment or date when last service was provided. An account that has been discharged in bankruptcy is also uncollectible. Once a customer account is deemed uncollectible, it can be recommended for write off.
5. At least twice a year, uncollectible accounts will be presented to the ~~Electric Committee~~ (Utilities Committee) for their approval for write off.
6. Once the ~~Electric Committee~~ (Utilities Committee) has approved, these accounts will be presented to the Finance Committee and then to the full City Council for approval.
7. Once full City Council approval has been made, the account is written off. No further action will be made to collect on the account.

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8. Voluntary payment of written off accounts can be accepted by the City after these accounts are written off.
9. Occasionally accounts end up with a credit balance for such reasons as overpayment or unused balance of deposits. At the time the account is being final billed, all efforts are made to obtain a forwarding address.
10. Accounts will be deemed abandoned if they remain unclaimed for the period specified in the Unclaimed Property Act for property to be deemed abandoned. Credit balances of less than \$5.00 will be zeroed out. Credit balances of more than \$5.00 will be sent to the Illinois State Treasurer as unclaimed property in compliance with the Unclaimed Property Act.
11. These accounts will then be zeroed out and no longer show a credit balance.

## B. Residential Home Owner, Commercial & Industrial Property

1. The day prior to the disconnection of utility services, the RFU shall attempt to contact the customer and inform them of the impending disconnection of utility services. The customer shall be notified of the amount owed and the additional reconnection fee which will be incurred if service is terminated. The contact or attempted contact shall be noted in the customer's account information.
2. Upon disconnection of the utility services, when the water and sewer service of a property is still connected to the supply system of the RFU, the capital improvement and debt charges will continue to be incurred monthly. A bill shall be generated each month showing the additional monthly capital and debt charges and be sent to the customer.
3. When the account is no ~~less~~ ~~more~~ than 60 days delinquent from the last billing date and no attempt of payment has been made, the customer account shall be sent to the State of Illinois Comptroller's Local Debt Recovery system for collection through the State of Illinois.
4. At the time of final billing or no ~~less~~ ~~more~~ than 60 days delinquent from the last billing date and no attempt of payment has been made, a lien shall be placed upon the real estate following the *Home Owner Lien* section of this manual.
5. Customer accounts that are deemed uncollectible will be presented for write off. An account will be deemed uncollectible after all reasonable effort has been made to collect, and five (5) years have elapsed since the last date of payment or date when last service was provided. An account that has been discharged in bankruptcy is also uncollectible. Once a customer account is deemed uncollectible, it can be recommended for write off.
6. At least twice a year, uncollectible accounts will be presented to the ~~Electric Committee~~ (Utilities Committee) for their approval for write off.
7. Once the ~~Electric Committee~~ (Utilities Committee) has approved, these accounts will be presented to the Finance Committee and then to the full City Council for approval.
8. Once full City Council approval has been made, the account is written off. No further action will be made to collect on the account.

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9. Voluntary payment of written off accounts can be accepted by the City after these accounts are written off.
10. Occasionally accounts end up with a credit balance for such reasons as overpayment or unused balance of deposits. At the time the account is being final billed, all efforts are made to obtain a forwarding address.
11. Accounts will be deemed abandoned if they remain unclaimed for the period specified in the Unclaimed Property Act for property to be deemed abandoned. Credit balances of less than \$5.00 will be zeroed out. Credit balances of more than \$5.00 will be sent to the Illinois State Treasurer as unclaimed property in compliance with the Unclaimed Property Act.
12. These accounts will then be zeroed out and no longer show a credit balance.



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**Section XIII. - Residential Home Owner, Commercial & Industrial  
Property Liens**

**A. In General**

When a delinquent account has reached 60 days from the last billing date and no attempt of payment has been made by the delinquent customer, the RFU will place a lien upon the real estate for which the service is supplied.

**1. Utility Charges Included in Lien**

The lien may include all utility usage charges, taxes, capital improvement, debt, work order charges, equipment and penalties incurred.

**2. Administrative Fee**

All liens shall include an administrative fee of \$150.00 dollars to provide reimbursement of expenses incurred by the RFU as follows:

- Personnel Wages (RFU and City Clerk personnel) \$100.00
- Filing Fees paid to the Whiteside County Recorder for Lien Filing \$40.00
- Postage and Office Supplies \$10.00

**B. Lien Procedure**

1. Notification to Owner of Record - The RFU will send the owner or owners of record of the real estate as referenced by the taxpayer's identification number which will include the following:
  - a. A copy of each delinquency notice sent to the person who is delinquent in paying the charges or another notice which is sufficient to inform the owner or owners of record that the charges have become delinquent.
  - b. A notice that unpaid charges may create a lien on the real estate under Public Act 87-1197 of the Illinois Compiled Statutes.
2. Notification to City Clerk - The RFU will provide to the City Clerk the total dollar amount of the lien and copies of all notices sent to the owner of record and request that a lien be placed against the real estate serviced. The City Administrator and the Superintendents of Electric, Water and Sewer shall also receive notice via email that the request for lien was delivered to the City Clerk.
3. Notice of Lien to Owner of Record – Upon the filing of the lien, the City Clerk shall send a copy of the notice of the lien to the owner or owners of record of the real estate.
34. Continuing Capital Improvement and Debt Charges - After a lien has been placed against a customer's real estate, and the water and sewer service of a home is still connected to the supply system of the RFU, the capital improvement and debt charges will continue to be incurred monthly. A bill shall be generated each month and be sent to the owner of record. Each 180 day period of delinquent

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charges shall constitute additional liens being placed on the real estate following the procedure set forth in this section.

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## Section XIVIII. - Service Orders

### A. In General

A Service Order is generated by the RFU during normal working hours for the Wastewater, Water or Electric Departments when a specific task as listed is required at a service location.

#### Tasks Requiring a Service Order

Frozen Meters	Pool Reading	<del>Install Limiter Delinquent</del>
New Water Service	Hook Up Water	Shut Water Off at Street
Off or On Due to Repairs	Hook Up Electric	Sink Hole
Read Meter	Cut Off Customer Request	Cut Off Service
Re-Read Meter	<del>Remove Limiter &amp; Cut</del>	Delinquent
Set Meter	Electrical inspections	Install New Meter
Trim Branches off Wires	Traffic lights	Replace Meter
Trenching	Catch Basin Problem	New Sewer Service
Street Light	Sewer Back Up	Read and Final
Urban Light	Radio install	Read and On
Check for Dead Meter	Install Reader	Remove Meter
High Bill Complaint		Miscellaneous

1. After generation of the Service Order, the Department(s) required to perform the required work is contacted by the RFU and the Service Order is distributed to the service personnel for completion.
2. After completion of the required work, the service personnel returns the Service Order to the RFU with the details of the work completed. The completed Service Order should have the date the work was performed and the name of the service personnel who performed the work.
3. Either a hard copy or a scanned copy of the Service Order will be kept as a record of the service performed at that service location.
4. Certain Service Order work may incur costs to the Customer. The RFU should notify the customer at the time of the service request the amount of the charges that be incurred. Upon completion of the Service Order work, any incurred charges should be entered into the Customer account. Service Order charges will appear on the next regular monthly utility billing.
5. The resident of a home having the water service turned on must be present at the time that the service is turned on.

### B. After Hours or Emergency Service Orders

1. Normal working hours are 8:00 am to 5:00 pm Monday through Friday with the exception of holidays.
2. When a customer requires service assistance outside of the normal working hours of the RFU, the phone call for assistance is received by the Rock Falls Police Department.
  - a. **No reconnections of service for non-payment shall occur outside of the normal working hours of the RFU.**

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- b. A current list of disconnected services due to non-payment shall be given to the Police Department at all times.
3. The standby or on call service personnel of the Department(s) required to perform the required work is contacted by the Police Department. An up-to-date list of standby or on-call service personnel must be on file with the Police Department at all times.
4. After completion of the required work, the service personnel completes a call out sheet and returns it to the RFU during the next business day with the details of the work completed.
5. The completed call out sheet should have the date the work was performed and the name of the service personnel who performed the work.
6. Either a hard copy or a scanned copy of the call out sheet will be kept as a record of the service performed at that service location.
7. Certain Service Order work may incur costs to the Customer. Upon completion of the Service Order work, any incurred charges should be entered into the Customer account. Service Order charges will appear on the next regular monthly utility billing.

Section XIV. - Forms

Application for Service and Deposit Record/Tenant Authorization

ROCK FALLS UTILITIES APPLICATION FOR SERVICE AND DEPOSIT RECORD

ACCOUNT NO. \_\_\_\_\_ SERVICE ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT NAME \_\_\_\_\_ SS# \_\_\_\_\_ PHONE # \_\_\_\_\_

CO-APPLICANT NAME \_\_\_\_\_ SS# \_\_\_\_\_ PHONE # \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ PHONE # \_\_\_\_\_

SERVICES PROVIDED ELECTRIC  WATER  SEWER  GARBAGE

OPTIONAL SERVICES URBAN LIGHTS  INTERNET

DEPOSIT AMOUNT \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

APPLICANT SIGNATURE \_\_\_\_\_

CO-APPLICANT SIGNATURE \_\_\_\_\_

OWNER/LANDLORD \_\_\_\_\_ BLANKET DEP YES  NO

TENANT AUTHORIZATION TO RELEASE INFORMATION

I/WE AUTHORIZE ROCK FALLS UTILITIES TO RELEASE MY ACCOUNT INFORMATION TO THE OWNER/LANDLORD. ACCOUNT INFORMATION INCLUDES: ACCOUNT BALANCE, NOTICE OF DISCONNECTION OF SERVICES, BILLING, WORK/SERVICE ORDER HISTORY AND USAGE HISTORY.

APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CO-APPLICANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

ROCK FALLS UTILITIES DEPOSIT RECEIPT

ACCOUNT NAME \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_ SERVICE ADDRESS \_\_\_\_\_

SERVICES PROVIDED ELECTRIC  WATER  SEWER  GARBAGE

OPTIONAL SERVICES URBAN LIGHTS  INTERNET

DEPOSIT AMOUNT \$ \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

# General Procedures Governing Utility Service

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## Application for Commercial Service

### APPLICATION FOR COMMERCIAL SERVICE with the CITY OF ROCK FALLS, ILLINOIS

NOTE: APPLICATION SHOULD BE MADE AT LEAST THREE (3) DAYS PRIOR TO PROSPECTIVE HOOK-UP.  
THIS APPLICATION IS SUBJECT TO APPROVAL BY THE BUILDING/FIRE INSPECTOR PRIOR TO ANY SERVICE BEING GRANTED.  
(All buildings must meet City Codes.)

ACCOUNT NO. \_\_\_\_\_ DATE \_\_\_\_\_

SERVICE BEING APPLIED FOR: ELECTRIC  WATER  SEWER  GARBAGE  UL

BILLING NAME \_\_\_\_\_ INDIVIDUAL  FIRM  CORP.

BILLING ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ RENTING  LEASING  BUYING

STATE SALES TAX NUMBER \_\_\_\_\_ NUMBER OF APARTMENT UNITS \_\_\_\_\_

OWNER OF BUSINESS \_\_\_\_\_

DRIVER'S LICENSE NO. \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_

PROPERTY OWNER \_\_\_\_\_  
name address phone

GENERAL REMARKS \_\_\_\_\_

APPLICANT'S SIGNATURE \_\_\_\_\_ POSITION \_\_\_\_\_

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

DEPOSIT(S) PAID: ELECTRIC \$ \_\_\_\_\_ WATER \$ \_\_\_\_\_ SEWER \$ \_\_\_\_\_

### ROCK FALLS UTILITIES RECEIPT

ACCOUNT NO. \_\_\_\_\_ ACCOUNT NAME \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

DEPOSIT(S) PAID: ELECTRIC \$ \_\_\_\_\_ WATER \$ \_\_\_\_\_ SEWER \$ \_\_\_\_\_

THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN PAID TO THE CITY OF ROCK FALLS UTILITY OFFICE

BY \_\_\_\_\_ THIS DEPOSIT TO BE REFUNDED AT THE DISCONTINUANCE

OF SERVICE AND RECEIPT OF FINAL BILL PAYMENT.

RECEIVED BY \_\_\_\_\_

APPLICANT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## Page 2 of Application for Commercial Service

(TO BE FILLED OUT AND RETURNED TO THE UTILITY OFFICE PRIOR TO SERVICE BEING GRANTED.)

ZONING APPROVAL: YES  NO  SIGNED \_\_\_\_\_

BUILDING APPROVAL: YES  NO  SIGNED \_\_\_\_\_

FIRE INSPECTOR'S APPROVAL: YES  NO  SIGNED \_\_\_\_\_

DATE \_\_\_\_\_ REMARKS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Blanket Application & Record for Service

BLANKET APPLICATION & RECORD FOR SERVICE WITH  
ROCK FALLS UTILITY OFFICE

D  F

\$ \_\_\_\_\_  
Amount Paid (Date)

Name of Owner of Property \_\_\_\_\_ Phone \_\_\_\_\_

Address of Owner \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Address of Contact Person \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name Bill(s) will be in: \_\_\_\_\_

Address Bill(s) will be mailed to: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This BLANKET APPLICATION will be kept on file in the Rock Falls Utility office as long as the properties are owned by the above person. This application covers the property indicated while it is unoccupied only. At no time are renters to occupy said property without making their own deposits. Occupancy under this blanket is cause for immediate disconnection of services.

Signed \_\_\_\_\_ (Date) \_\_\_\_\_ Received By \_\_\_\_\_  
Owner/Agent

PLEASE LIST ALL PROPERTIES OWNED AND INSTRUCTIONS ON BACK



## **Utility Service Co., Inc.**

### **Water Well Full Maintenance Contract**

**Owner:** City of Rock Falls  
Rock Falls, Illinois

**Well Number/Name:** Well 5

**Date Prepared:** April 16, 2019





## WATER WELL FULL MAINTENANCE CONTRACT

This Contract entered into by and between **City of Rock Falls, whose business address is 603 W. 10<sup>th</sup> Street, Rock Falls, IL 61071** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to service its **Water Well 5** (hereinafter "Well").

**1. Company's Responsibilities.** This Section outlines the Company's responsibilities for the services associated with the above described Well. Services includes the following:

**A. WATER WELL REHABILITATION:**

- (i) The Company shall perform any necessary rehabilitation of the Well to return the Well to as prime a condition as possible. The Company may rehabilitate the Well using appropriate technology, which includes but is not limited to: (1) Aqua Freed® - injecting carbon dioxide or other approved gases into the Well; (2) treatment of the Well with approved chemicals; (3) the mechanical cleaning of the Well; or (4) or any combination thereof.

**B. REPAIR OR REPLACEMENT OF PUMP:**

- (i) The Company shall make repairs to the pump or replace the pumping unit during the aforementioned rehabilitation.
- (ii) The Company will provide emergency services, when needed, during the Term of this Contract to perform all repairs to the Pump covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Well site.

**C. WATER WELL MAINTENANCE:**

- (i) The Company will install the necessary Well maintenance equipment following the acceptance of this Contract.
- (ii) The Company will service the Well using the Well maintenance equipment installed in the Well. A minimum of one Well maintenance service shall be performed annually.
- (iii) The Company will conduct a performance test annually and provide a written report of the findings of the Well and pump performance to the Owner following each annual test.

- (iv) The Company will provide future rehabilitation of the Well as necessary. The need for any future Well rehabilitation will be determined by the specific capacity of the Well.

**2. Owner's Responsibilities.** This Section outlines the Owner's responsibilities under this Contract, and they include but are not limited to, the following:

- A. It is understood that only Company's employees or personnel authorized by the Company shall install, operate, and/or maintain the Well maintenance equipment installed by the Company, and the Owner shall not permit any of its employees, agents, or independent contractors, except as authorized by Company, to operate the Well maintenance equipment.
- B. Owner agrees that it will make no alterations in or to the equipment without obtaining prior written permission from Company. The Well maintenance equipment shall have a label attached to it, which Owner shall not remove, describing the equipment and directing system operators to contact the Company prior to removing any equipment from the Well.
- C. The Owner shall notify Company immediately of any breakdown, malfunction, or other evidence that the Well maintenance equipment may need to be serviced.
- D. The Owner shall notify Company immediately of any operational changes to the well or pump that could impact the performance of the well, including but not limited to increasing or decreasing the capacity of the pump, modifications to the pump setting, or modifications to size, or performance.

**3. Contract Price/Annual Fees.** The annual fee shall be **\$18,620.00 for Contract Years 1 through 5**. The annual fee for Contract Year 6 shall be **\$10,573.00**; however, in Contract Year 7 and each Contract Year thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

**4. Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable on **April 1, 2019**. **Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year.** Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, the balance for work completed shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

**5. Structure of Well.** The Company is accepting this Well under program based upon its expectation that the Well is in good condition, including all casing, screen seals, and components.

**6. Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the Well site which cause an increase in the cost of Well maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

**7. Excluded Items.** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) Site maintenance of the Well site during the term of the Contract; (2) disposal of any hazardous waste or hazardous materials; (3) resolution of operational breakdowns and/or malfunctions or structural damage of the Well of any type caused by Owner's failure to operate the pump and/or well in accordance with the manufacturer's recommendations and/or guidelines; (4) repair of structural damage due to any other work performed by others at the site, on the Well, or on associated equipment attached to the Well or located nearby; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by Owner resulting in the increase of starts and stops of the Well pump including that the Owner must operate the equipment within any and all manufacturer's recommendations and/or guidelines when Owner is using a VFD or other electrical controls; (8) damage to electrical components caused by nonexistent or inadequate electrical protection; (9) repairs or modifications to the foundation or pedestal of the Well; (10) repairs necessary due to the unwarranted delay by Owner in notifying Company of the malfunction or breakdown of equipment; (11) repair or replacement of electrical controls, casings, screens, seals, or other components of the Well; (12) any cost associated with the containment or management of the development water that will be produced during the redevelopment of the well; (13) other conditions which are beyond the Company's control, including, but not limited to: acts of God and acts of terrorism; and (14) integrity of the Well or Well site, including but not limited to formation shifts, subsidence, water supply, and earthquakes.

**8. Termination.** The Owner shall have the right to continue this Contract for an indefinite period of time providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company with sixty (60) days' notice. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by the Mayor or City Administrator.

**9. Assignment.** The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

**10. Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

**11. Limitation of Liability.** IN NO EVENT SHALL THE OWNER OR THE COMPANY OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND/OR EMPLOYEES BE LIABLE FOR ANY

**LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS CONTRACT.**

**12. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

**13. Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

**14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

**OWNER:**

**City of Rock Falls**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Seal:**

**COMPANY:**

**Utility Service Co., Inc.**

By:  \_\_\_\_\_

Title: Vice President – Tank Services LOB

Print Name: G. David Forrester

Date: April 16, 2019

Witness: Lara Anderson

**Seal:**



## Exhibit A

### Projected Schedule of Work

\*Actual Schedule may vary due to well or pump conditions.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Rehabilitation Sequence 1 thru 10 on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Maintenance on 1 well.</b>	<b>Annual Call-out response on 1 well with a pump related.</b>
<b>Rehabilitation Sequence</b>									
(1) Pre-Rehabilitation Pump Test that includes the installation and use of a calibrated discharge pipe, manometer and orifice system to determine the pre-rehabilitation performance of the well and pump.									
(2) Remove Pumping Equipment using adequate pump removal rig and crew.									
a. Inspect, repair and/or replace the pump after post rehab pump test is complete.									
(3) Video Inspection of the well.									
(4) Pre-treatment using mechanical tools.									
(5) Application of rehabilitation technology prescribed from the evaluation of the specific well information obtained in the condition Assessment.									
(6) Re-Development of the well using down-hole airlift double disk swabs built specifically for this type of work.									
(7) Post Development Video Inspection to confirm cleaning results.									
(8) Install pumping equipment with Aqua Gard™.									
(9) Post Rehabilitation Pump Test to confirm performance conditions post rehabilitation.									
(10) Final Report including all results, findings and performance factors is generated and provided to the customer.									
<b>Annual Maintenance Sequence</b>									
(11) Pre-Aqua Gard Pump Test to determine the pre-maintenance performance of the well and pump.									
(12) Aqua Gard™ maintenance cleaning application using CO2.									
(13) Post application operation of the pump to clean the well until satisfactory water is being produced followed by a Post Application of CO2 Pump Test and report.									

The Program benefits include:

1. Initial rehabilitation and installation of maintenance equipment
  - a. Well No. 5 in Year 1, with the well maintained after initial rehabilitation completion;
2. Repair or replacement of pumps and motors as needed;
3. Future rehabilitations at no additional cost;
4. Annual maintenance cleaning of all wells;
5. Annual performance test and report on all wells; and
6. Emergency Call-out services as needed for covered items at no additional cost.

Date of Issuance:	Effective Date:
Owner: City of Rock Falls	Owner's Contract No.:
Contractor: Insituform Technologies USA, LLC	Contractor's Project No.:
Engineer: Brendon de Rosario	Engineer's Project No.:
Project: Sanitary Sewer Rehabilitation	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Changes based on televising results:  
 Reduction of: Service connection reinstatements, CIPP 24" Sewer  
 Addition of: CIPP 44" Sewer, MH Spray-on Liner, 44" 2' stub spray-on liner, 48hrs of bypass pumping

Attachments: *Insituform Technologies USA, LLC Change Order Request*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>819,260</u>	Original Contract Times: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order: \$ <u>819,260</u>	Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>2,132.56</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>821,392.56</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: <u>Brendon de Rosario</u>	By: _____	By: <u>Jana Lause</u>	By: _____	By: _____	By: _____
Engineer (If required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Jana Lause, Contracting &amp; Attesting Office</u>	Title: _____	Title: _____	Title: _____
Date: <u>5/30/18</u>	Date: _____	Date: <u>May 30, 2019</u>	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

## Rock Falls Sanitary Sewer Rehabilitation

### Adjustment of Materials

#### Description and Reason:

Televising and cleaning was the initial task performed for the project. The purpose of this is to ensure that the sewers are clean of debris, to verify pipe sizes, and determine if there is anything that can prevent the project from occurring without issue. This change order is due to the results of the televising.

A 378-ft segment of sanitary sewer pipe on 8<sup>th</sup> Ave from 2<sup>nd</sup> St to Leroy Ave was discovered to have a 44-in diameter instead of 24-in. The unit price for lining this pipe segment has increased from \$108/ft to \$210/ft. The net increase in cost for lining this pipe segment is  $(\$210 - \$108)/ft * 378-ft = \$38,556$ .

The 44-in diameter pipe segment stems approximately 2-ft south of the manhole located at 2<sup>nd</sup> St and 8<sup>th</sup> Ave. This 2-ft extension will be spray-on lined for a lump sum cost of \$3,100. Bypass pumping will be required to spray-on line this 2' extension for a lump sum cost of \$25,302.39. There will be a 5% subcontractor markup for these 2 items equal to  $5% * (\$3,100 + \$25,302.39) = \$1,420.12$ .

The initial number of 55 service connection reinstatements on the Bid Form was based on the number of homes seen on aerial imagery that are in the vicinity of the project. Based on the televising results there are actually only 39 reinstatements. The reduction of 16 reinstatements at \$4,360 each yields a reduction of \$69,760.

A buried manhole was discovered approximately 26-ft south of the intersection of 2<sup>nd</sup> St and 8<sup>th</sup> Ave. This manhole has a height of approximately 12.33-ft and will be spray-on lined. The additional vertical footage at \$285/VF yields an increase of \$5,514.05.

The Stanley team recommends these changes be approved in order to proceed with the project.

The proposed change has the following cost impacts to the project:

Item No.	Description	Unit	Quantity	Unit Price	Price
2	Clean, Televise, & Line: 24-inch Cured in Place Pipe Sewer Lining	Linear foot	-378	\$ 108.00	\$(40,824.00)
3	Manhole Spray-On Lining	Vertical linear foot	12.33	\$ 285.00	\$ 3,514.05
7	Service Connection Reinstatement	Each	-16	\$ 4,360.00	\$(69,760.00)
**	Line: 44-inch Cured in Place Pipe Sewer Lining	Linear foot	378	\$ 210.00	\$ 79,380.00
**	Spray on Epoxy Coating to 44" Transition	Lump Sum	1	\$ 3,100.00	\$ 3,100.00
**	United Rentals Pump Solutions	Lump Sum	1	\$ 25,302.39	\$ 25,302.39
**	Sub-Contractor Markup - 5%	Lump Sum	5%	\$ 28,402.39	\$ 1,420.12
<b>Total Change Order Amount</b>					<b>\$ 2,132.56</b>

\*\* - Represents new contract item



Insituform Technologies USA, LLC  
 11351 W 183rd St  
 Orland Park, IL 60467  
 Tel: 708.326.5028  
 Fax: 708.478.4871  
 www.insituform.com

Date: 5/28/2019  
 Attn: Brendon De Rosario  
 Project: Rock Falls Sanitary Sewer Rehabilitation  
 Job#: 121751  
 RE: Change Order Request #1

Description	UOM	Price	Quantity	Total
Service Connection Reinstatement	EA	\$ 4,360.00	-16	\$ (69,760.00)
CIPP 24" Sewer	LF	\$ 108.00	-378	\$ (40,824.00)
CIPP 44" Sewer	LF	\$ 210.00	378	\$ 79,380.00
Manhole Spray Lining	VP	\$ 285.00	12.33	\$ 3,514.05
Spray On Epoxy Coating to 44" Transition	LS	\$ 3,100.00	1	\$ 3,100.00
United Rentals Pump Solutions	LS	\$ 25,302.39	1.00	\$ 25,302.39
Sub-Contractor Markup - 5%	LS	\$ 28,402.39	5%	\$ 1,420.12
<b>Total Change Order Amount</b>				<b>\$ 2,192.56</b>

Sincerely,  
 INSITUFORM TECHNOLOGIES USA, LLC

Gerardo Sanchez  
 Project Manager  
 Direct 708.326.5100  
 Mobile 708.549.9272  
 Email: gerardosanchez@aegion.com

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_





05/17/2019

**CIVIL CONSTRUCTORS INC**  
A heavy civil and industrial contractor

2283 Route 20 East  
PO Box 750  
Freeport, Illinois  
61032

Tel 815 235 2200  
Fax 815 235 2219

**To:** City of Rock Falls  
**Attn:** Ed Cox  
**Email:** [ecox@rockfalls61071.com](mailto:ecox@rockfalls61071.com)

**From:** Nathan Simonton (815) 297-8524

**Proposal:** W. 2<sup>nd</sup> St & 8<sup>th</sup> Ave. Manhole Work  
**Bid Date:** 5/20/19

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Manhole Reconstruct	1.000	LS	\$16,650.00	\$16,650.00
<b>Total:</b>					<b>\$16,650.00</b>

Notes:

- This is a cost estimate for the project. Time & material logs will be recorded for the owner.
- Includes 2 separate mobilizations.
- All labor, equipment & material required to complete the work.
- Traffic control inclusive to our scope of work.
- Pavement restoration depths will match the existing concrete patch with hot mix overlay.

**Nate Simonton**  
**Project Manager**  
**(815) 297-8524**

# Survallent.



**Quotation:**

**Rock Falls Electric Department**

**Gold Support Renewal 2019-06**

Quotation No. M19\_4\_63146

May 25, 2019

*Attention: Dick Simon*



Survalent Technology Inc.  
1967 Wehrle Drive, Suite 1, PMB 122  
Buffalo, New York • USA 14221  
T +1-905-826-5000 • F +1-905-826-7144  
survalent.com

Item	Qty	Description	Price (USD)
		<b>Survalent Professional Services</b>	
001	1	<b>Gold SCADA Support Plan [1 Year]</b> Support Period: 24-Jun-2019 through 23-Jun-2020  The Gold SCADA Support Plan provides the following:  a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features.  b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums.  c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis.  d) 2 Global User Conference training passes and conference passes per year.  e) 25 hours (not more than 8 hours per day) per year of Remote Support Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire.	
		<b>Total Survalent Professional Services</b>	<b>\$17,440</b>

End User: Rock Falls Electric Department

Shipping Terms: EXW Ontario, Canada

Shipment approximately 1 To 2 weeks from receipt of purchase order.

Please send purchase order to [stcorder@survalent.com](mailto:stcorder@survalent.com)

Prices do not include applicable state, provincial, federal or other local taxes.

This quote is valid for 60 days from date of issue and is based on Survalent Standard Terms and Conditions of Sale.

Note 1: Maintenance price is based on Dual Server configuration.

# Survalent.


Survalent Technology Inc.  
1967 Wehrle Drive, Suite 1, PMB 122  
Buffalo, New York • USA 14221  
T +1-905-826-5000 • F +1-905-826-7144  
survalent.com

Item	Qty	Description	Price (USD)
------	-----	-------------	-------------

This quotation is not valid unless signed by an authorized representative of Survalent.

Prepared By:   
Digitally signed by Juan  
DN: cn=Juan, o=Survalent, ou,  
email=jmunoz@survalent.com, c=CA  
Date: 2019.04.09 14:38:41 -04'00'

Juan Munoz, Inside Sales

Approved By:   
Ian MacCuaig, VP Customer Success