

City of Rock Falls

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

Mayor

William B. Wescott
815-380-5333

City Administrator

Robbin D. Blackert
815-564-1366



City Clerk

Eric Arduini
815-622-1104

City Treasurer

Kay Abner
815-622-1100

City Council Agenda Rock Falls Council Chambers March 6th, 2018 6:30 p.m.

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

Audience Requests:

Community Affairs:

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

Consent Agenda:

1. Approval of the Minutes of the February 20th, 2018 Regular Council Meeting.
2. Approval of bills as presented.

Ordinance First Reading

1. Approval of **Ordinance 2018-2359** Amending section 32-1 Utility Office.
2. Approval of **Ordinance 2018-2361** Amending Section 32-304 and 32-312 sewer rates and receiving waste from private septic systems.
3. Approval of **Ordinance 2018-2362** Amending 32-87 and 32-89 water rates and fire service.

City Administrator Robbin Blackert:

1. Approval of the recommendation from the Finance Committee for the passage of **Resolution 2018-782** managed IT Services from William and Mary Computers 812 12th Avenue Rock Falls, Illinois in the amount of \$3952.00 per month.
2. Approval of the recommendation from the Finance Committee for the passage of **Resolution 2018-783** transferring \$80,000 from the Riverfront TIF to the Downtown Redevelopment TIF.
3. Approval of the recommendation from the Finance Committee for the increase in spending limit for City Administrator and FiberNet Director to \$15,000 each.
4. Approval of the engineering services agreement with Willett Hofmann & Assoc. for the Buell Road (14th Avenue) and 13th Avenue project in the amount of \$22,700.
5. Approval to waive the bidding requirements for replacement of the electrical panels at City Hall, and the Police /Fire building.

6. Approval of the quote from Complete Electrical Contractors 215 West 14th Street Rock Falls, IL for repairs to the electrical panels at City Hall, and the Police /Fire building in the amount of \$46,580.00.
7. Approval of the agreement for solid waste, recyclable materials, and yard waste collection and disposal with Moring Disposal Inc. PO Box 158 Forreston, IL, and authorization of the City Attorney to draft an ordinance for the contract.

Information/Correspondence:

Eric Arduini, City Clerk
 James Reese, City Attorney
 Brian Frickenstein, City Engineer

Department Heads:

Water Reclamation- Ed Cox
 Electric- Dick Simon
 Police Chief- Chief Tammy Nelson
 Fire Chief- Chief Gary Cook
 Building Inspector- Mark Searing

1. Approval of the purchase of a 2015 Buick Encore from Majeski Motors 1707 East 4th St. Sterling, IL in the amount of \$13,750.00.

Water - Ted Padilla
 Street - Larry Spinka
 Utility Office - Diane Hatfield

1. Approval of a \$0.50 increase to \$3.00 for Credit/Debit card service fees beginning May 1, 2018.

Tourism - Janel Loos
 Broadband - Wayne Shafer

Ward Reports:

Ward 1	Ward 2	Ward 3	Ward 4
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	Ald. Sobottka

Mayor's Report:

1. State of the City
2. APPA legislative rally
3. CGH Rock Falls Clinic Groundbreaking March 7th at noon

Executive Session:

Any action taken from Executive Session:

Adjournment:

Next City Council Meeting 03-20-2018

Posted 03-02-2018
 Eric Arduini, City Clerk

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

February 20th, 2018

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order by Mayor William B. Wescott at 6:30 p.m. on February 20th, 2018 in the Council Chambers of Rock Falls.

City Clerk Eric Arduini called the roll following the pledge of allegiance. A quorum was present including Aldermen Daehle Reitzel, George Logan Jr., Brian Snow, Glen Kuhlemier, Jim Schuneman, Rod Kleckler, Lee Folsom and Violet Sobottka. In addition Attorney Tom Sanders and City Administrator Robbin Blackert were present.

Mayor Wescott informed the Council that **Ordinance 2018-2359** would be removed from second reading, and brought back with revisions at the next Council meeting.

Consent Agenda:

The consent agenda was read aloud by City Clerk Eric Arduini. A motion to approve consent agenda as read by omnibus designation was made by Alderman Sobottka and second by Alderman Schuneman.

1. Approval of the Minutes of the February 6th, 2018 Regular Council Meeting.
2. Approval of bills as presented.

Vote 8 aye, motion carried

Ordinance Second Reading / Adoption:

A motion was made by Alderman Reitzel, and second by Alderman Sobottka for the second reading and adoption of **Ordinance 2018-2358** Adding Section 16-398 governing the removal of open wine bottles from restaurants.

Vote 7 aye, motion carried (Alderman Snow recused himself from this vote)

Information/Correspondence:

Eric Arduini, City Clerk

A motion was made by Alderman Snow, and second by Alderman Schuneman to approve the issuance of the Business License for Taxi Durango of Sterling Illinois. Mayor Wescott added that the ordinance states that the City Council approves taxi licenses after they determine that another service is needed. It may have been instituted when there were too many taxi companies. Administrator Blackert will be bringing a revised ordinance to the next Ordinance Committee meeting.

Vote 8 aye, motion carried

Department Heads:

Building Inspector- Mark Searing

A motion was made by Alderman Snow, and second by Alderman Sobottka to allow that bids be let for the 2018 Lawn Maintenance Program. This program is for mowing private properties for non-compliance.

Vote 8 aye, motion carried

Tourism - Janell Loos

A motion was made by Alderman Schuneman, and second by Alderman Kuhlemier to approve the RB&W District Application for the Sun Kissed Music Festival to be held on June 8th and 9th, 2018 as recommended by the Tourism Committee. Director Loos added that there will be 15 bands, and tickets will be \$30.00 for two days. Alderman Kuhlemier mentioned that the Tourism Committee went in depth with the promoter who was in attendance at the last meeting. This may be the cookie cutter for future events. The rain date will be for limited time on Sunday. Alderman Kleckler asked about parking for the event which will be allowed south of the slab. It was confirmed that there will be no alcohol sales at the concert.

Vote 6 aye, 1 nay (Kleckler), motion carried (Alderman Reitzel recused himself from this vote)

A motion was made by Alderman Snow, and second by Alderman Sobottka for the approval of the Amplifier License for the Sun Kissed Music Festival with additional acceptance as required in Section 16-122 (a) of the Municipal Code to extend the hours from 8:00 p.m. to 10:00 p.m. on June 8-9, 2018 and on Sunday, June 10, 2018 from 12:00p.m. to 5:00 p.m. should there be a rain event on the two (2) days of the scheduled event.

Mayor Wescott added that the current ordinance only allows amplifiers until 8:00 p.m. without Council approval, and does not allow amplifiers on Sunday without approval.

Vote 6 aye, 1 nay (Kleckler), motion carried (Alderman Reitzel recused himself from this vote)

Director Loos informed the committee that Percussion Palooza has received a \$250.00 Sponsorship Grant.

The Blackhawk Hills Regional Council has received a façade grant for two signs in the amount of \$1603.00.

Touch of Thai II has received a façade grant for a new awning in the amount of \$1717.00.

The Northwest Illinois Film Office has come to Rock Falls to rent stuffed animals from Fin and Fur Taxidermy for the movie "Hunting God". The movie is being filmed in Savanna.

Ward Reports:

Alderman Kuhlemier expressed his sympathy to the family of Duane Nielsen. He and his wife Marge Stewart were very active in the community.

Mayor's Report:

A motion was made by Alderman Folsom, and second by Alderman Logan to approve the re-appointment of Terry Gisi to the Rock Falls Police Department Pension Board for the term 6/30/2018 through 6/30/2020.

Vote 8 aye, motion carried

A motion was made by Alderman Reitzel, and second by Alderman Snow to approve the appointment of Alderman Glen Kuhlemier as Mayor Pro-tem for the period of February 26 through March 1, 2018.

Vote 7 aye, motion carried (Alderman Kuhlemier abstained from this vote)

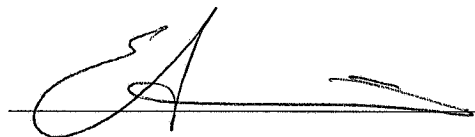
Mayor Bill Wescott reminded the Council to keep up to date on the bills being considered in Springfield.

Mayor Wescott invited the Council to a ground breaking ceremony to be held on March 7th, 2018 at noon. The new CGH Medical Center Clinic on Dixon Avenue will begin construction in a month, and hopefully will be open near November.

With nothing else for the good of the Council a motion was made by Alderman Folsom and second by Alderman Sobottka to adjourn the meeting at 6:50pm.

Viva Voce Vote, motion carried

Meeting is adjourned at 6:50pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois March 6, 2018

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:

Sesquicentennial Fund		\$0.00
Tourism		\$413.51
General Fund		\$47,583.23
Industrial Development		\$110.00
Tax Increment Financing		\$0.00
Electric	Electric O & M	\$45,161.97
Broadband Fund		\$0.00
Fiber Optic/Broadband (Tax Exempt)		\$9,135.00
Fiber Optic/Broadband (Taxable)		\$1,086.13
GIS/IT Fund		\$0.00
Sewer	Sewer Revenue/O & M	\$7,500.62
Water	Water Revenue/O & M	\$4,311.03
Garbage		\$137.50
Customer Service Center		\$7,186.66
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$0.00
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$0.00
Customer Utility Deposits		\$8,085.27
		<u>\$130,710.92</u>

Alderman Kuhlemier
Alderman Logan
Alderman Kleckler

DATE: 02/22/2018
TIME: 15:29:23
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5032	COMCAST	3,933.92	4.76
5178	COMCAST BUSINESS	6,897.92	18.90
	TOURISM		23.66
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	6,575.00	60.00
5032	COMCAST	3,933.92	4.76
5148	RETAIL ATTRACTIONS LLC	32,400.00	3,600.00
5178	COMCAST BUSINESS	6,897.92	18.90
	ADMINISTRATION		3,683.66
02	CITY ADMINISTRATOR		
5032	COMCAST	3,933.92	2.38
5178	COMCAST BUSINESS	6,897.92	18.90
	CITY ADMINISTRATOR		21.28
04	BUILDING		
4834	GARY R CAMPBELL	678.69	49.95
5032	COMCAST	3,933.92	9.51
5178	COMCAST BUSINESS	6,897.92	37.84
5189	MANPOWER	54,169.82	444.42
	BUILDING		541.72
05	CITY CLERK'S OFFICE		
5032	COMCAST	3,933.92	9.51
5178	COMCAST BUSINESS	6,897.92	37.82
	CITY CLERK'S OFFICE		47.33
06	POLICE		

INVOICES DUE ON/BEFORE 02/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
4796	VERIZON WIRELESS	15,295.65	444.57
5032	COMCAST	3,933.92	73.63
5178	COMCAST BUSINESS	6,897.92	75.58
5189	MANPOWER	54,169.82	480.00
651	NICOR	41,821.66	106.33
829	SELF HELP ENTERPRISE	514.30	42.00
T0004688	CUSTOM TRADING CARDS		103.00
	POLICE		1,325.11
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	5,793.15	86.34
337	GARAGE DOOR SPECIALISTS	615.00	160.00
34	ALTORFER INC.	57,240.50	14.16
4207	O'REILLY AUTOMOTIVE INC	7,691.61	8.99
4796	VERIZON WIRELESS	15,295.65	63.51
5032	COMCAST	3,933.92	4.76
5178	COMCAST BUSINESS	6,897.92	18.90
55	ARAMARK UNIFORM SERVICES, INC.	19,802.58	128.41
	STREET		485.07
13	FIRE		
1165	COMPLETE ELECTRICAL CONTR. INC	47,682.46	196.95
194	GRUMMERT'S HARDWARE - R.F.	5,793.15	19.45
2509	RENNERT'S FIRE EQUIPMENT	82.26	1,201.78
325	FOSTER COACH SALES	986.84	10.00
4207	O'REILLY AUTOMOTIVE INC	7,691.61	10.99
5032	COMCAST	3,933.92	36.54
5178	COMCAST BUSINESS	6,897.92	56.69
651	NICOR	41,821.66	318.98
967	UNIVERSITY OF IL PYMT CENTER		300.00
T0003419	FIRE TEXT RESPONSE, LLC		600.00
	FIRE		2,751.38
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 02/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1581	RICHARD SIMON	400.00	300.00
194	GRUMMERT'S HARDWARE - R.F.	5,793.15	43.17
2718	TOM ROWZEE	5,330.00	171.00
4207	O'REILLY AUTOMOTIVE INC	7,691.61	398.84
4215	POWER LINE SUPPLY	38,286.97	697.88
423	AT&T	15,701.41	118.82
4730	FLETCHER-REINHARDT CO	27,178.69	5,125.00
4796	VERIZON WIRELESS	15,295.65	444.37
4938	MICHLIG ENERGY LTD	128,268.78	126.00
5008	POWER SYSTEM ENGINEERING INC	18,229.46	750.00
5020	GRAYBAR	17,522.85	7,839.80
5032	COMCAST	3,933.92	23.78
5110	KUNES COUNTRY AUTO GROUP	40,201.57	54.76
5178	COMCAST BUSINESS	6,897.92	37.84
5208	KALEEL'S		9,699.00
55	ARAMARK UNIFORM SERVICES, INC.	19,802.58	224.02
	OPERATION & MAINTENANCE		26,054.28
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	15,295.65	63.51
5018	USIC LOCATING SERVICES LLC	9,334.43	522.62
5197	COS SYSTEMS INC	8,000.00	500.00
	FIBER OPTIC BROADBAND/TAXABLE		1,086.13
SEWER FUND			
38	OPERATION & MAINTENANCE		
200	COM ED	1,659.42	285.35
2517	PRAIRIE HILL RDF	8,893.43	170.16
423	AT&T	15,701.41	622.74
4446	MORING DISPOSAL, INC.	346,143.98	300.00
4684	SCHMITT PLUMBING & HEATING INC	3,407.10	3,000.40
4796	VERIZON WIRELESS	15,295.65	226.99
5032	COMCAST	3,933.92	16.64
5110	KUNES COUNTRY AUTO GROUP	40,201.57	139.95
5178	COMCAST BUSINESS	6,897.92	18.90
	OPERATION & MAINTENANCE		4,781.13

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.	34,711.97	37.55
5032	COMCAST	3,933.92	11.89
5178	COMCAST BUSINESS	6,897.92	18.90
631	MURRAY & SONS EXCAVATING, INC	173,684.35	435.00
T0004687	CHAMPION CHISEL WORKS, INC		270.00
	OPERATION & MAINTENANCE		773.34
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	108.56	288.24
5032	COMCAST	3,933.92	16.64
5178	COMCAST BUSINESS	6,897.92	37.84
689	PITNEY BOWES GLOBAL	10,260.42	1,710.00
	CUSTOMER SERVICE CENTER		2,052.72
PAYROLL CLEARING FUND			
70	PAYROLL CLEARING		
5146	DIANE HATFIELD		327.75
	PAYROLL CLEARING		327.75
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
1289	CITY OF ROCK FALLS UTILITIES	378,829.47	3,400.00
T0004689			64.84
T0004690			12.54
T0004691			40.97
	CUSTOMER UTILITY DEPOSITS		3,518.35
	TOTAL ALL DEPARTMENTS		47,472.91

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	1,944.77	25.71
5032	COMCAST	4,148.72	5.24
5178	COMCAST BUSINESS	7,294.93	18.90
T0004617	JOURNAL & TOPICS NEWSPAPERS	930.00	340.00
	TOURISM		389.85
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
4941	MUNICIPAL INSUR COOP AGENCY	483,217.77	2,492.23
	W/C-GENERAL LIABILITY		2,492.23
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	3,630.00
4331	CIRCUIT CLERK OF LEE COUNTY	6,635.00	75.00
4392	WILLIAM B WESCOTT	1,373.46	40.00
4861	CIRCUIT CLERK OF WHITESIDE CO	2,755.00	300.00
5032	COMCAST	4,148.72	5.24
5178	COMCAST BUSINESS	7,294.93	18.90
753	ROCK FALLS CHAMBER OF COMMERCE	6,210.40	500.00
	ADMINISTRATION		4,569.14
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	400.00	40.00
5032	COMCAST	4,148.72	2.62
5178	COMCAST BUSINESS	7,294.93	18.90
	CITY ADMINISTRATOR		61.52
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	55.00
	PLANNING/ZONING		55.00

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
2797	MARK SEARING	400.00	40.00
5032	COMCAST	4,148.72	10.48
5178	COMCAST BUSINESS	7,294.93	37.84
5189	MANPOWER	55,094.24	493.80
	BUILDING		582.12
05	CITY CLERK'S OFFICE		
176	PETTY CASH	769.16	31.37
5032	COMCAST	4,148.72	10.48
5178	COMCAST BUSINESS	7,294.93	37.84
	CITY CLERK'S OFFICE		79.69
06	POLICE		
1448	IL DEPT OF CENTRAL MGMT SERV	3,187.46	1,398.41
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	220.00
176	PETTY CASH	769.16	87.09
2843	DOUG COPPOTELLI	1,507.90	235.00
295	PAM ERBY	1,000.00	50.00
2985	WALMART COMMUNITY/SYNCEB	4,601.33	50.27
350	GISI BROS. INC.	9,832.35	60.94
4612	JAY KOETT	25.00	600.00
4729	TAMMY NELSON	4,493.43	235.00
5032	COMCAST	4,148.72	87.52
5178	COMCAST BUSINESS	7,294.93	75.56
5189	MANPOWER	55,094.24	1,260.00
55	ARAMARK UNIFORM SERVICES, INC.	20,155.01	67.47
795	SBM BUSINESS EQUIPMENT CENTER	10,965.41	116.47
956	UNIFORM DEN INC	788.14	415.09
	POLICE		4,958.82
07	CODE HEARING DEPARTMENT		
5213	THOMAS A SKOREPA PC		650.00
	CODE HEARING DEPARTMENT		650.00

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	5,942.11	18.21
2067	CIVIL CONSTRUCTORS, INC.	349,975.92	14,434.17
219	CRESCENT ELECTRIC	4,751.86	27.20
2631	HOUSE'S TRUCK & AUTO REPAIR	14,573.53	3,522.84
2771	WINDSTREAM	2,885.88	81.29
2985	WALMART COMMUNITY/SYNCB	4,601.33	37.65
4207	O'REILLY AUTOMOTIVE INC	8,110.43	56.12
4773	QUALITY CHEMICAL CO MIDWEST	8,931.31	487.89
5032	COMCAST	4,148.72	5.24
5178	COMCAST BUSINESS	7,294.93	18.90
529	LAWSON PRODUCTS, INC.	4,602.53	272.10
	STREET		18,961.61
12	PUBLIC PROPERTY		
423	AT&T	16,442.97	311.14
T0004726	TEE JAY SERVICE CO INC		1,977.50
	PUBLIC PROPERTY		2,288.64
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	220.00
194	GRUMMERT'S HARDWARE - R.F.	5,942.11	62.52
2747	KEN WOLF	25.68	23.31
295	PAM ERBY	1,000.00	50.00
2985	WALMART COMMUNITY/SYNCB	4,601.33	67.57
4207	O'REILLY AUTOMOTIVE INC	8,110.43	58.70
4396	GARY COOK	400.00	40.00
4447	FRANK'S SMALL ENGINE REPAIR	121.90	327.13
4796	VERIZON WIRELESS	16,538.60	131.83
5032	COMCAST	4,148.72	18.35
5103	AIR ONE EQUIPMENT, INC.	419.00	1,744.35
5178	COMCAST BUSINESS	7,294.93	56.69
603	BILL MILBY	528.83	40.00
724	RANDY'S TRUCK REPAIR, INC.	3,337.48	1,068.46
T0002466	AMBOY FIRE DEPARTMENT		120.00
	FIRE		4,028.91

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	110.00
	INDUSTRIAL DEVELOPMENT		110.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1023	WILLETT, HOFMANN & ASSOCIATES	195,184.45	1,714.85
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	770.00
194	GRUMMERT'S HARDWARE - R.F.	5,942.11	127.88
2771	WINDSTREAM	2,885.88	174.37
2985	WALMART COMMUNITY/SYNCB	4,601.33	144.56
34	ALTORFER INC.	57,254.66	16.40
4081	CIVIC SYSTEMS, LLC	19,161.00	4,750.00
4148	BHMG ENGINEERS	64,107.56	6,329.24
4207	O'REILLY AUTOMOTIVE INC	8,110.43	62.87
4215	POWER LINE SUPPLY	38,984.85	940.00
440	ILLINOIS MUNICIPAL UTILITIES	11,841.75	97.50
4656	THOMPSON TRUCK AND TRAILER	2,199.38	140.99
4730	FLETCHER-REINHARDT CO	32,303.69	115.20
4995	CLOUDPOINT GEOGRAPHICS INC	58,097.50	1,629.34
5032	COMCAST	4,148.72	26.22
5110	KUNES COUNTRY AUTO GROUP	40,396.28	957.75
5178	COMCAST BUSINESS	7,294.93	37.84
5208	KALEEL'S	9,699.00	511.00
55	ARAMARK UNIFORM SERVICES, INC.	20,155.01	448.04
67	B & D SUPPLY CO.	6,998.43	45.00
795	SBM BUSINESS EQUIPMENT CENTER	10,965.41	66.66
T0004692	[REDACTED]		1.98
	OPERATION & MAINTENANCE		19,107.69
FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
5076	MAGELLAN ADVISORS, LLC	437,191.13	9,135.00
	FIBER OPTIC BROADBAND/TXEXEMPT		9,135.00
SEWER FUND			
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	220.00
2985	WALMART COMMUNITY/SYNCB	4,601.33	118.86
395	HILLS ELECTRIC MOTOR SERVICE	491.70	75.00
4207	O'REILLY AUTOMOTIVE INC	8,110.43	19.78
4655	WHEELHOUSE, INC.	6,791.85	543.25
4796	VERIZON WIRELESS	16,538.60	76.02
4995	CLOUDPOINT GEOGRAPHICS INC	58,097.50	1,629.33
5032	COMCAST	4,148.72	18.35
5178	COMCAST BUSINESS	7,294.93	18.90
	OPERATION & MAINTENANCE		2,719.49
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	108,654.44	54.47
	WATER		54.47
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	220.00
194	GRUMMERT'S HARDWARE - R.F.	5,942.11	8.09
2771	WINDSTREAM	2,885.88	79.60
2847	PDC LABORATORIES, INC.	4,513.00	158.00
2985	WALMART COMMUNITY/SYNCB	4,601.33	137.30
423	AT&T	16,442.97	371.23
4361	FERGUSON WATERWORKS #2516	108,654.44	-40.60
4651	MOST PLUMBING & MECHANICAL LLC	7,089.10	359.50
4796	VERIZON WIRELESS	16,538.60	114.03
4995	CLOUDPOINT GEOGRAPHICS INC	58,097.50	1,629.33
5032	COMCAST	4,148.72	13.11
5131	METROPOLITAN INDUSTRIES, INC.	65,443.75	141.00
5178	COMCAST BUSINESS	7,294.93	18.90
55	ARAMARK UNIFORM SERVICES, INC.	20,155.01	91.01
67	B & D SUPPLY CO.	6,998.43	182.72
	OPERATION & MAINTENANCE		3,483.22
GARBAGE FUND			
50	GARBAGE		

DATE: 03/01/2018
TIME: 14:19:39
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1472	WARD, MURRAY, PACE & JOHNSON	125,155.90	55.00
4446	MORING DISPOSAL, INC.	346,443.98	82.50
	GARBAGE		137.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4081	CIVIC SYSTEMS, LLC	19,161.00	4,750.00
5032	COMCAST	4,148.72	18.35
5178	COMCAST BUSINESS	7,294.93	37.84
	CUSTOMER SERVICE CENTER		4,806.19
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
2067	CIVIL CONSTRUCTORS, INC.	349,975.92	100.00
T0000826	FIREHOUSE MINISTRIES	5,111.18	135.00
T0001117			50.00
T0001742			50.00
T0002213			150.00
T0002283			150.00
T0003387			50.00
T0004409		50.00	25.00
T0004692			50.00
T0004693			49.10
T0004694			50.00
T0004695			100.00
T0004696			150.00
T0004697			150.00
T0004698			215.82
T0004699			460.00
T0004700			50.00
T0004701			150.00
T0004702			50.00
T0004703			50.00
T0004704			150.00
T0004705			50.00
T0004706			41.00
T0004707			150.00
T0004708			50.00

DATE: 03/01/2018
TIME: 14:19:39
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 06/07/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0004709			50.00
T0004710			50.00
T0004711			150.00
T0004712			100.00
T0004713			41.00
T0004714			150.00
T0004715			50.00
T0004716			100.00
T0004717			100.00
T0004718			150.00
T0004719			150.00
T0004720			50.00
T0004721			50.00
T0004722			250.00
T0004723			150.00
T0004724	HAPPY TAILS INC		100.00
T0004725	THE DOCKS ON THE ROCKS MARINA		200.00
	CUSTOMER UTILITY DEPOSITS		4,566.92
	TOTAL ALL DEPARTMENTS		83,238.01

ORDINANCE NO. 2018- 2359

**ORDINANCE AMENDING THE MUNICIPAL CODE OF
THE CITY OF ROCK FALLS, CHAPTER 32, ARTICLE I, SECTION 32-1
REGARDING THE CREATION OF A UTILITY OFFICE**

Be it Ordained by the City Council of the City of Rock Falls, Illinois, as follows:

SECTION 1: That Chapter 32, Article I, Section 32-1 of the Rock Falls Municipal Code, is hereby amended to read in full as follows:

Sec. 32-1 – Creation of utility office

There 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 be appointed by the mayor with the advice and consent of city council. The superintendent shall be charged with carrying out the duties assigned by the city administrator, mayor and city council and shall provide reports of the activities of said office to the city council, 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, mayor, city council and utilities committee.

SECTION 2: In all other respects, Chapter 32, Article I, shall remain in full force and effect.

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

SECTION 5: The City Clerk is hereby 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, Whiteside County,

State of Illinois, this _____ day of _____, 2018.

MAYOR

ATTEST:

City Clerk

Aldermen voting Aye

Aldermen voting Nay

ORDINANCE NO. 2018-2361

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 1. Sub paragraph (c) of Section 32-304 of the Municipal Code is hereby amended to read as follows:

“Section 32-304. Basis, Rates and Charges for Sewage Service.

(c) *Wastewater Service Rates and Charges.*

1. The rates and charges in this paragraph (c) are hereby established as the monthly rates and charges for the use of and for service supplied by the wastewater system of the City. In the table which follows, the amount set forth in each column (b) through (g) shall be the amount for each component of the rate, and shall be computed in accordance with the formula specified in paragraph (b) of this section, and column (a) of the Table shall specify the date when each rate so calculated shall become effective, and shall be effective for all meter readings and/or billings issued for wastewater treatment services rendered on and after the effective date specified therein. The rates set opposite the line of the Table labeled “preexisting” are those rates applicable at time of adoption of this ordinance.

(a) Effective date	(b) DS	(c) CI	(d) C	(e) R	(f) RC	(g) P
Pre-existing	\$0.00	\$2.40	\$13.75	\$4.40	\$25.50	\$0.85
05-01-2018	\$0.00	\$3.66	\$16.07	\$5.86	\$25.50	\$0.85
05-01-2019	\$0.00	\$3.66	\$17.80	\$6.12	\$25.50	\$0.85
05-01-2020	\$0.00	\$3.66	\$19.63	\$6.38	\$25.50	\$0.85
05-01-2021	\$0.00	\$3.66	\$21.46	\$6.70	\$25.50	\$0.85

2. Provided, however, that any user operating a pre-treatment facility by which waste which is discharged into the wastewater treatment facilities of the City is pretreated by the user to reduce the BOD₅ and SS shall pay, in lieu of the basic usage rate (R), as set forth in the above and foregoing table, an amount in accordance with the following Table, for all waste discharged, per month, in excess of three hundred (300) cubic feet, and such pre-treating user shall not be required to pay the debt service (DS) charge.”

(a) Effective Date	(b) Rate per 100 cubic feet
Pre-existing	\$2.00
05-01-2018	\$2.08
05-01-2019	\$2.12
05-01-2020	\$2.20
05-01-2021	\$2.28

”

Section 2. Sub paragraph (e)(2) of Section 32-304 of the Municipal Code is hereby amended in part by amendment of the table of applicable rates contained in subsection (e)(2) to read as follows:

“

(a)	(b)	(c)	(d)	(e)
Effective date	Residential with 1 Resident	Residential with 2 Residents	Residential with 3 or More Residents	Commercial
Pre-existing	\$62.50	\$76.40	\$90.30	\$90.30
05-01-2018	\$65.36	\$78.78	\$92.20	\$92.20
05-01-2019	\$67.87	\$81.81	\$95.75	\$95.75
05-01-2020	\$70.48	\$84.94	\$99.40	\$99.40
05-01-2021	\$73.27	\$88.37	\$103.47	\$103.47

”

Section 3. Sub paragraph (f) of Section 32-304 of the Municipal Code is hereby amended to read in full as follows:

“Multiple users. A multiple user is defined as a building or premises with more than one family residential unit or more than one commercial unit located thereon, or a building or premises being serviced through a single water meter or sewer connection with multiple residential units or multiple commercial units located therein. Each unit in a multiple dwelling shall be treated as a separate unit and charged all normal residential/commercial rates for each unit served by the single connection. Charges shall include basic user rate (BC), capital improvement (CI), wastewater plant replacement charge (RC) and, if applicable, basic user rate (R) and replacement wastewater treatment plant rate (P).

Each until shall be allowed the use of up to 300 cubic feet per month per unit. After determining the total allowance for the minimum charge, calculated by multiplying the number of units in the premises or building times 300 cubic feet per month, any usage in excess of the total allowance shall be billed at the residential/commercial rates applicable for basic usage rate (R), and replacement wastewater treatment plant usage (P) as set forth in the tables contained in subsection (c) of this section per 100 cubic feet or part thereof in excess of the total allowance per billing period.”

Section 4. Sub paragraph (a)(1) of Section 32-312 of the Municipal Code is hereby amended to read as follows:

“(1) The waste shall be accepted only during the hours of 9:00 am to noon, Monday through Friday, excluding holidays.”

Section 5. Section 32-312 (a) is amended by the addition of a new paragraph (a)(6), to read as follows:

“(6) The superintendent of the wastewater treatment facility, in his sole discretion, shall have the right to refuse or decline any such dumping or part thereof.”

Section 6. Sub paragraph (c) of Section 32-312 of the Municipal Code is hereby amended to read as follows:

“(c) A fee shall be paid by each person, prior to the dumping of any materials or substance into the wastewater treatment facility to the City from private septic systems or private sewage disposal systems, in the amount of \$75.00 for up to 3,000 gallons of materials, and the sum of \$150.00 for 3,001 to 6,000 gallons of materials.”

Section 5. Sub paragraph (b) of Section 32-313 of the Municipal Code is hereby amended to read as follows:

“(b) For residential customers located outside the limits of the City, the rates and charges shall be as follows, unless otherwise modified or provided for in an annexation agreement that has been duly approved by the City Council:

Effective date	Residential 1 Resident	Residential 2 Residents	Residential 3 or More Residents
05-01-2018	\$130.72	\$157.56	\$184.40
05-01-2019	\$135.74	\$163.62	\$191.50
05-01-2020	\$140.96	\$169.88	\$198.80
05-01-2021	\$146.54	\$176.74	\$206.94

Section 6. All prior ordinances in conflict herewith are hereby repealed.

Section 7. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not effect the validity of the remaining provisions of this ordinance.

Section 8. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this ____ day of _____, 2018.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

ORDINANCE NO. 2018-2362

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 1. Sections 32-87 (b) and (c) of the Municipal Code are hereby amended to read as follows:

“Section 32-87 (b). *Single-Family Residential Dwellings, Commercial and Industrial Users.*

(b) There shall be and there is hereby established monthly rates and charges for the use of and for service supplied by the water works system of the City to residential single family dwellings in accordance with the tables set forth in this subparagraph (b). Meter readings shall be taken monthly, to determine usage, and bills shall be rendered for all water used and consumed as determined by the meter reading monthly. As set forth in the table, the “basic user charge” shall include the use of up to three hundred (300) cubic feet of water per month. As forth in the tables, the “basic user rate” shall apply to each one hundred (100) cubic feet (or part thereof) of water used and consumed per month as determined by the meter reading for all consumption in excess of three hundred (300) cubic feet per month.

(1) The following table specifies the rates and components of rates and charges applicable for all meter readings taken and billings rendered on or after May 1, 2018 and through April 30, 2019:

DEBT SERVICE CHARGE	\$4.85
CUSTOMER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS	\$3.50
BASIC USER CHARGE	\$10.00
BASIC USER RATE	\$4.20

(2) The following table specifies the rates and components of rates and charges applicable for all meter readings taken and billings on or after May 1, 2019 and through April 30, 2020:

DEBT SERVICE CHARGE	\$4.85
CUSTOMER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS	\$3.50
BASIC USER CHARGE	\$10.80
Basic USER RATE	\$4.40

(3) The following table specifies the rates and components of rates and charges applicable for all meter readings taken and billings on or after May 1, 2020 and through April 30, 2021:

DEBT SERVICE CHARGE	\$4.85
CUSTOMER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS	\$3.50
BASIC USER CHARGE	\$11.65
Basic USER RATE	\$4.60

(4) The following table specifies the rates and components of rates for all meter readings taken and billings on or after May 1, 2021 and thereafter:

DEBT SERVICE CHARGE	\$4.85
CUSTOMER SERVICE CHARGE FOR CAPITAL IMPROVEMENTS	\$3.50
BASIC USER CHARGE	\$12.55
Basic USER RATE	\$4.80

Section 2. Section 32-88 is hereby repealed in its entirety.

Section 3. Section 32-89 of the Municipal Code is hereby amended to read in full as follows:

“Section 32-89. *Fire service.*

(a) Every commercial or industrial customer of the municipal water service possessing a connection to the municipal water utility for fire suppression equipment installed within the premises of the commercial or industrial customer shall pay, in addition to the fees, rates and charges applicable for any water usage measured through a meter, a charge per month in accordance with the following table:

<i>Meter Size</i>	<i>Monthly Rate</i>
2 inches	\$12.05
4 inches	\$15.75
6 inches	\$18.75
8 inches	\$21.85

(b) The rates specified in this section shall be applicable to an charged for all meter readings taken or for bills rendered after May 1, 2018.”

Section 4. All prior ordinances in conflict herewith are hereby repealed.

Section 5. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not effect the validity of the remaining provisions of this ordinance.

Section 6. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of _____, 2018.

Mayor William B. Wescott

ATTEST:

City Clerk

Alderman Voting Aye

Alderman Voting Nay

RESOLUTION NO. 2018-782

**RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FROM
WILLIAM & MARY COMPUTER CENTER FOR MANAGED IT SERVICE**

WHEREAS, William & Mary Computer Center has, for a considerable period, provided managed IT service for the City of Rock Falls; and

WHEREAS, the City is and has been satisfied with the quality and cost of the services provided by William & Mary Computer Center;; and

WHEREAS, William & Mary Computer Center has submitted a proposal to the City for continuing to handle the day-to-day monitoring and maintenance of IT needs for the City; and

WHEREAS, the Mayor and the City Council have determined that it would be in the best interests of the City to accept the proposal of William & Mary Computer Center in the form attached hereto as Exhibit A.

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

1. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest, the proposal for managed IT Service from William & Mary Computer Center in the form attached hereto as Exhibit A.
2. Be it further resolved that the City hereby finds that all of the recitals contained in the preamble to this Resolution are full, true and correct and hereby incorporates them into this Resolution by this reference.
3. Be it further resolved that the City Clerk is hereby authorized to provide a certified copy of this Resolution to any party so requesting.

4. Be it further resolved that all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

5. Be it further resolved that this resolution shall be in full force and effect from and after its passage and approval and publication as required by law.

This resolution read and approved this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk



WILLIAM & MARY COMPUTER CENTER

ADDRESS: 812 12th Avenue, Rock Falls, IL, 61071
 PH: (815)626-DATA
 FAX: (815)626-FAX1
 WEB: www.williamandmarycomputer.com
 DATE: February 13, 2018



Technology
 Provider
© 2013

WM Managed IT Service

This proposal is for handling the day to day, monitoring and maintenance IT needs for the City of Rock Falls. Monitoring and maintenance items are listed below. Both parties reserve the right to review and modify the hours included on a quarterly basis. The length of this agreement would be for one year, and auto-renew, unless either side submits notification in writing more than 30 days in advance of the expiration. Billing will be sent on a quarterly basis. Hardware, software and some subscription services used during the service will be billed separately. Please note the included subscription services below.

Projects, examples such as the current server replacement, Axis access control and camera installations, will be quoted and billed separately.

Monitoring & Maintenance:

- Active Directory
- Inventory: List of servers & desktop lifecycles.
- Cyber security training and deployment. Includes 5-6 group training per year.
- Backup & replication.
- Network switches.
- Axis Camera station server/software/camera troubleshooting.
- Windows Updates + Anti-Virus Software.
- Office 365 hosted Exchange management.
- Workstation checkup.
 - Monitor hardware health (where supported)
 - Weekly tasks.
 - Clean registry
 - Temp files cleanup
 - Reboot workstation
- Workstation update
 - Programs outside of Windows/Security updates
 - Included but not limited to Chrome/Flash Player/Adobe Reader
- Sophos UTM/Firewall maintenance
 - Monthly firmware updates
 - Maintain & update website exceptions
- Contact Internet Service Provider (ISP) when internet service is down.
- Implement ticketing system to address users needs.
- Non critical issues will be evaluated and response plan communicated within 4 hours during normal business hours.
 - Outside of normal business hours will be billed as usual.
- Provide Monthly Reports of completed tickets, issues, and monitoring/maintenance results.

Monthly cost: \$3952

Monthly Breakdown:

35 HR @ \$3150		
Management software	\$615	(101 desktops / 11 servers)
AVG Antivirus	\$186.67	(112 installs)

Recommended Departmental breakdown:

These percentages are obtained from the past 16 months of billing.

<u>Department</u>	<u>Percentage</u>
Electric	28
Fiber	5
Tourism	4
Clerk's Office	3
Utility/CSC	12
Water	12
Street	1
Admin/Mayor	4
Building Dept.	2
Sewer	4
Fire	2
Police	23
Total	100

Current Subscription Services that will be billed separately:

Office 365 Hosted Exchange

<u>Department</u>	<u>Amount</u>
Electric	972
Fiber	306
Tourism	96
Clerk's Office	240
Utility/CSC	288
Water	276
Street	96
Admin/Mayor	96
Building Dept.	192
Sewer	336
Fire	336
Police	1392

Cyber Security – KnowBe4 88 Mailboxes/\$22.50 each per year \$1980

Important Notes:

Please note that over the next few years it will be necessary to switch to a different license that would increase the price of the software subscription approximately \$100 per user per year.

The monthly cost provided is based off of 101 desktops and 11 servers (both physical & virtual). If more desktops are added, or you elect to monitor the Police In car laptops, an adjustment would need to be made to the management software costs. A complete inventory will be processed shortly after the implementation of the management software.

WILLIAM & MARY COMPUTER CENTER

Mayor

ATTEST:

City Clerk

WILLIAM & MARY COMPUTER CENTER

By _____
(Title)

RESOLUTION NO. 2018-783

RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM RIVERFRONT TIF SPECIAL TAX ALLOCATION FUND TO DOWNTOWN TIF SPECIAL TAX ALLOCATION FUND

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the “TIF Act”), the Mayor and City Council of the City of Rock Falls (the “City”) previously approved redevelopment plans, designated redevelopment project areas and authorized tax increment financing for the Riverfront redevelopment project area (the “Riverfront TIF”) and the Downtown redevelopment project area (the “Downtown TIF”); and

WHEREAS, the TIF Act and the redevelopment plans for both the Riverfront TIF and Downtown TIF permit the utilization of incremental property tax revenues received in connection with its redevelopment project area to pay eligible redevelopment project costs or obligations issued to pay such costs in other contiguous redevelopment project areas; and

WHEREAS, the Riverfront TIF and the Downtown TIF are contiguous to one another; and

WHEREAS, the City desires to transfer funds on deposit in the Riverfront TIF special tax allocation fund to the Downtown TIF special tax allocation fund in order to pay certain eligible redevelopment project costs incurred in the Downtown TIF, namely engineering and public works and improvements for the Downtown Riverfront park area, all as described herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rock Falls, as follows:

1. The recitals and the preamble hereto are incorporated into and made a part of this Resolution and are found to be true and correct.
2. The City hereby authorizes the transfer of \$_____ from the Riverfront TIF special tax allocation fund to be deposited in the Downtown TIF special tax allocation fund for purposes of paying eligible redevelopment project costs incurred in the development of the Downtown Riverfront park area. The City Treasurer is hereby authorized the make the transfer of funds set forth herein.
3. This resolution shall be effective upon its adoption and passage.
4. All prior resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.
5. This resolution shall be in full force and effect from and after its passage and approval.

This resolution read and approved this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:

General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES, INC.

By _____

Ronald J. Steenken, P.E., S.E.
President & General Manager

ATTEST:

Thomas W. Houck, A.I.A., P.E., LEED AP BD+C
Secretary

CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The proposed scope of construction is as described below:

- 1) Reconstruction of a portion of 13th Avenue, from the south side of the intersection with W. 14th Street and extending north to the termination of the concrete pavement of U.S. Route 30. Reconstruction shall consist of the core-out and removal of deficient base material below the existing surface, followed by back-filling with crushed aggregate subbase and base courses. A bituminous surface will be installed over the aggregate base. Existing curb and gutter will remain in place, however spot repairs, consisting of removal and replacement with new curb and gutter, along with patching of bituminous or concrete driveways affected by the curb and gutter removal and replacement, will also be completed. Two inlets will be replaced, other inlets and manholes will be adjusted as necessary. Project close-out includes restoration of all disturbed areas behind new curb and gutter.

- 2) Reconstruction of Buell Road, from the intersection with U. S. Rte. 30 south to the City Corporation Limits. Reconstruction shall consist of the removal of the existing hot-mix asphalt surface by grinding, repair of the existing 8" thick bituminous base course using Class D patches and strip reflective crack control treatment, and installation of a new bituminous surface. Existing curb and gutter will remain in place, however spot repairs, consisting of removal and replacement with new curb and gutter, along with patching of bituminous or concrete driveways affected by the curb and gutter removal and replacement, will also be completed. Inlets and manholes will be adjusted as necessary. Project close-out includes restoration of all disturbed areas behind new curb and gutter.

Exhibit 2
Description of Services

Design Phase Engineering Services

- 1) Topographical survey and preparation of the following for 13th Avenue:
Plan and Profile sheets, Typical Sections of the existing and proposed roadway,
Schedule and Summary of Quantities and special provisions.
- 2) Update and revise original Buell Road plans, specifications and contract documents from 2013.
- 3) Incorporate the Plan and Profile sheets, Schedule of Quantities, Summary of Quantities, Special Provisions, and other contract documents for 13th Avenue into the updated and revised Plan and Proposal documents for the reconstruction of Buell Road, to be bid as one project consisting of a Base Bid (Buell Road) and an Alternate Bid (13th Avenue).

Construction Phase Engineering Services

After the receipt of bids, City will compare combined Base and Alternate low bid to available budgeted funds for the projects and decide whether to proceed with reconstruction of both Buell Road and 13th Avenue jointly, or only Buell Road as a stand-alone project.

An Agreement for Construction Engineering services will be executed after receipt of bids. Construction engineering services include a pre-construction meeting, construction lay-out and staking, and construction observation through project close-out. Fee for construction engineering will reflect whether City has decided to reconstruct both Buell Road and 13th Avenue, or only Buell Road.

Exhibit 3

Compensation

We propose to perform survey and design engineering services for the reconstruction of 13th Avenue, the update and revision of the original Buell Road plans, specifications and contract documents, and the incorporation of plans and supporting documents for both the 13th Avenue and Buell Road project sites into one set of Plan and Proposal for both project sites. Said services will be completed on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule. The fee for all services as described in the preceding Exhibit #2 is estimated to be \$22,700.00.

COMPLETE ELECTRICAL CONTR. INC.

215 WEST 14TH STREET
 ROCK FALLS, IL 61071
 (815) 625-7142 (FAX) 625-7206

ESTIMATE

DATE	ESTIMATE #
2/20/2018	180227

NAME / ADDRESS
CITY OF ROCK FALLS 603 W 10TH ROCK FALLS, IL 61071

JOB #	PROJECT
180227	180227-NEW SERVIC...

ITEM	DESCRIPTION	QTY	COST	TOTAL
	CITY HALL REPLACE EXISTING SERVICE WITH NEW 400 AMP 120/208V 3 PHASE SERVICE DEMO EXISTING SERVICE. SUPPLY AND INSTALL NEW 400 AMP CT CABINET AND RECONNECT EXISTING FEEDER SUPPLY AND INSTALL NEW 400A MAIN DISCONNECT. SUPPLY AND INSTALL NEW 400A I LINE PANEL BOARD WITH ALL NECESSARY BREAKERS AND RE-LAND ALL EXISTING LOADS. GROUND SERVICE PER CITY CODES. LABEL EXISTING LOADS PER EXISTING DIRECTORY (DOES NOT INCLUDE VERIFYING OF DIRECTORY). SUPPLY AND INSTALL ARC FLASH STUDY AND LABELS FOR ALL NEW PANELS INSTALLED. PRICE INCLUDES OVERTIME TO COMPLETE SERVICE UP GRADE IN 24 HOURS.			
101	TOTAL MATERIAL AND LABOR	1	21,830.00	21,830.00
			TOTAL	\$21,830.00

SIGNATURE _____

COMPLETE ELECTRICAL CONTR. INC.

215 WEST 14TH STREET
 ROCK FALLS, IL 61071
 (815) 625-7142 (FAX) 625-7206

ESTIMATE

DATE	ESTIMATE #
2/20/2018	180226

NAME / ADDRESS
CITY OF ROCK FALLS 603 W 10TH ROCK FALLS, IL 61071

JOB #	PROJECT
180226	180226-NEW SERVIC...

ITEM	DESCRIPTION	QTY	COST	TOTAL
101	POLICE / FIRE DEPARTMENT REPLACE EXISTING SERVICE WITH NEW 400 AMP 120/208V 3 PHASE SERVICE DEMO EXISTING SERVICE. SUPPLY AND INSTALL NEW 400 AMP CT CABINET AND RECONNECT EXISTING FEEDER. SUPPLY AND INSTALL NEW 400A MAIN DISCONNECT. SUPPLY AND INSTALL NEW 400A I LINE PANEL BOARD WITH ALL NECESSARY BREAKERS AND RE-LAND ALL EXISTING LOADS. GROUND SERVICE PER CITY CODES. LABEL EXISTING LOADS PER EXISTING DIRECTORY (DOES NOT INCLUDE VERIFYING OF DIRECTORY). SUPPLY AND INSTALL ARC FLASH STUDY AND LABELS FOR ALL NEW PANELS INSTALLED. PRICE INCLUDES OVERTIME TO COMPLETE SERVICE UP GRADE IN 24 HOURS.	1	24,750.00	24,750.00
This proposal may be withdrawn in 30 days if not accepted			TOTAL	\$24,750.00

SIGNATURE _____

**AGREEMENT FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL
SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE**

This Agreement made and entered into this 1st day of July, 2018 by and between the City of Rock Falls, an Illinois municipal corporation, (hereinafter referred to as "City") and Moring Disposal, Inc., an Illinois corporation (hereinafter referred to as the "Contractor").

W I T N E S S E T H:

Whereas, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds it necessary to arrange for and oversee the methods of collection and disposal of garbage and rubbish within the City; and

Whereas, the City recognizes the value of a curbside recycling program, a yard waste pick-up program, and a residential volume-based garbage program; and

Whereas, the Contractor has demonstrated its desire to perform services consistent with this Agreement, and possesses the equipment, personnel and ability necessary to perform the collection of recyclable materials, the collection of yard waste, and the collection of residential garbage; and

Now, therefore, in consideration of the mutual promises and covenants contained herein and of the conditions hereinafter contained, the parties hereby agree as follows:

I. GENERAL SPECIFICATIONS

A. DEFINITIONS

Bags - Plastic or Kraft paper sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bulk Waste/Material - Shall mean large items/bulky wastes which cannot be contained in a refuse container or which exceed 50 pounds in weight, including furniture, cardboard cartons, carpets, mattresses, and box springs. The term shall not include Garbage, Rubbish, White Goods, waste from any manufacturing process, Lead Acid Batteries, electronic items (as defined in the Electronic Products Recycling and Reuse Act-415 ILCS 150), Construction Debris, broken concrete, lumber, large rocks, Dead Animals, automobile parts, tires, or any Hazardous or Special Wastes which may create a danger to the health, safety, comfort or welfare of the residents of the City.

To dispose of these items, the resident must affix a pre-paid tag or sticker to each item.

Bulk Waste Pre-paid Tags/Stickers - A special biodegradable tag or sticker stamped with the City logo for sale to the public at specified locations wherein the purchase price includes the total collection, processing and sale/disposal costs of Bulk Wastes, and one of which is to be affixed to each separate item to be collected for each 50 pounds or part thereof.

Bundle - Trees, shrub and brush trimmings or newspapers and magazines securely tied together with biodegradable twine forming an easily handled package not exceeding 48 inches in length, 18 inches in diameter or 50 pounds in weight.

Composting - Composting is the process by which aerobic (oxygen-requiring) microorganisms decompose organic matter into a humus-like product. Commercial composting involves the active management and control of these processes.

Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container - Shall mean a container or containers meeting the requirements of Chapter 15 of the City Code in which recyclable materials, refuse, rubbish, and garbage can be stored and later placed for curbside collection as approved by the City, and shall include:

Toter: A wheeled plastic container ninety-five (95) gallons in size and to be used with an automatic mechanism for collection.

Contractor - Moring Disposal, Inc. of P.O. Box 158, Forreston, Illinois, or subcontractor or successor company or persons performing refuse collection and disposal under contract with the City.

Curbside Collection - Shall mean the collection of all refuse, rubbish, garbage, recyclables, yard wastes and bulky items placed in accordance with the City ordinance regulating the placement of same and shall include alley collection.

Dead Animals - Animals or portions thereof that have expired from any cause.

Disposal Rate - Shall mean the monthly per residential dwelling unit rate charged by the contractor for collecting and discharging refuse and garbage at a disposal site.

Disposal Site - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such license, permits or approval to receive refuse for processing or final disposal.

Excess Garbage - Any garbage or refuse which is placed at curbside for collection over and above the ninety-five (95) gallon capacity which is placed.

Excess Garbage Pre-paid Tags/Stickers - A special biodegradable tag or sticker stamped with the City logo for sale to the public at specified locations wherein the purchase price includes the total collection, processing and sale/disposal of excess garbage and refuse, and one of which is to be affixed to each separate plastic bag designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of any excess garbage bag and its contents shall not exceed thirty-five (35) pounds.

Garbage - Means all animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains) and/or any other animal or vegetable matter whatsoever subject to decay which may putrefy or generate noxious or offensive odors, be a food source for rodents, or may be a breeding or feeding place for insects or vermin but not including: Recyclables, Yard Waste, White Goods, Lead Acid Batteries, Construction Debris, Bulk Waste, Rubbish, Stable Matter, Dead Animals, electronic items (as defined in the Electronic Products Recycling and Reuse Act-415 ILCS 150), broken concrete, lumber, large rocks, automobile parts, tires and Special or Hazardous Waste.

Garbage and Refuse Collection (Collection) - Means the taking up and collecting of all garbage, rubbish and refuse accumulated in containers at residential dwelling units within the corporate limits of the City and the transportation to an approved disposal site.

Hard Yard Waste - Brown-stemmed branches and shrub prunings with large diameter stems/tree trunks not to exceed 48" in length and 4" in diameter individually. Evergreen Christmas trees fall under this definition.

Hauling Rate - Shall mean the monthly per residential dwelling unit charged by the Contractor for costs attributable to the collection and transporting of garbage, rubbish and refuse to an approved disposal site. Does not include separated recyclables and yard waste.

Hazardous or Special Wastes - Waste, in any amount, which is defined, characterized or designated as hazardous or special by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Agreement, the term Special Waste shall also include petroleum based liquids, solvents, motor oil and gasoline.

Household - All single-family and multi-family dwelling structures of less than four (4) individual dwelling units that utilize curbside collection service.

Household Garbage - Garbage, refuse and rubbish (as defined herein) as collected from City residents currently receiving curbside solid waste collection service.

Lead-Acid Battery - A battery containing lead and sulfuric acid that has a normal voltage of at least 6 volts and is intended for use in motor vehicles.

Producer - Occupants of a residential dwelling unit who generate rubbish, garbage, yard wastes and recyclable materials.

Public Awareness Program - A program developed by the Contractor and approved by the City to inform and encourage residents to use the recycling collection service.

Recyclable Materials - Means the technical ability of a material to be reused in manufacture with the requirement that a recycling collection, processing and market system be in place and economically functioning in order for a material to be recyclable for the purposes of this Agreement. Recyclable materials are itemized as newspaper, glass bottles and containers, aluminum and tin cans, HDPE plastic, PET plastic, and any other materials that the parties may hereinafter agree.

Recycling - The use (collection, remanufacture, etc.) of secondary materials as feedstock for the production of new materials or products.

Recycling Center - Location selected by the Contractor for the purpose of delivering recyclable materials. This location is subject to approval by the City.

Recycling Collection - The collection of all recyclable materials accumulated in containers at residential dwelling units receiving refuse and garbage collection. Collection shall also include transporting the recyclable materials to a site where they can be processed for the marketplace. The Contractor shall not landfill or incinerate the materials collected for recycling.

Recycling Collection Services - Those services to be performed by Contractor as follows:

1. Collection of properly-prepared recyclables (as defined herein) from locations specifically designated by the parties;
2. Processing of recyclables, which includes the sorting, preparation and delivery of recyclables to an approved recycling center for sale; and
3. Marketing and sale of the recyclables.

Recycling Container - A wheeled plastic container, ninety-five (95) gallons in size and to be used with an automatic mechanism for collection of recyclables.

Recycling Rate - Shall mean the monthly per residential dwelling unit rate charged by the Contractor for collection and disposition or recyclable materials including delivery to a processing site.

Refuse - Means all waste which normally results from the operation of a household, including all Garbage, Rubbish and Bulky Waste, but excluding Dead Animals.

Residential Dwelling Unit - Any single or multi-family dwelling (of less than four [4] units) within the corporate limits of the City occupied by a person or group of persons. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Multi-family dwellings of less than four (4) units, whether single or multi-level construction, shall be treated as a residential dwelling unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit..

Residents - Residents of the City of Rock Falls, a producer.

Rubbish - Means all nonputrescible solid wastes consisting of both combustible and noncombustible wastes, including but not limited to paper, plastics, bottles, glass, cardboard, metal, cans, bricks, ashes, sod, dirt, rocks, cement, trees, wood, leather, and any other like materials small enough for one man to handle. The term rubbish shall not include Yard Waste, Construction Debris, White Goods, Lead Acid Batteries, Bulky Waste, Dead Animals, Garbage, Stable Matter, and Hazardous or Special Wastes.

Soft Yard Waste - Defined as grass clippings, leaves, flowers, prunings of small diameter green-stemmed shrubs (i.e., new growth on a privet hedge) and plant stalks.

Solid Waste - Shall mean all Garbage, Refuse, and Rubbish.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Tipping Fee - Shall mean the cubic yard dollar charge or the per ton dollar charge assessed to the Contractor by the operators of the Disposal Site for disposing Refuse.

Toter - Means a plastic wheeled collection container ninety-five (95) gallons in capacity which will be compatible with an automatic mechanism affixed to the collection vehicles of Contractor.

Unacceptable Recyclable Materials - Means materials not properly prepared, separated and/or located in accordance with this Agreement as generally accepted recycling practices established by Contractor and City Code.

Volume of Solid Waste to Disposal Site - Shall mean the total volume or total weight of refuse and garbage delivered to the "disposal site".

Voluntary Recycling - If the resident has in his or her custody materials such as cans, plastic milk and water bottles, newspapers, and glass or other items defined by this agreement as "recyclable materials" to be accepted by the Contractor during the curbside program, then the resident has the choice of placing those items in garbage containers or, preferably, in curbside recycling containers.

White Goods - Any domestic and/or commercial large appliance which may contain CFC or HFCC refrigerant gas, PCB containing capacitors, mercury switches or other hazardous materials containing components, including, but not limited to, refrigerators, freezers, air conditioners, ranges (both gas and electric), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances, but excluding electronic items.

Yard Waste - Means compostable organic material consisting of sod, grass, brush, garden clippings, leaves, prunings of small diameter green stemmed shrubs, weeds, plant materials and branches and limbs not to individually exceed four (4) feet in length or one (1) inch in diameter. Evergreen Christmas trees are not included, but will be collected under the special provisions therefor in this agreement..

Yard Waste Collection - Means the taking and receipt of all "yard waste" accumulated in a "yard waste receptacle" or in accordance with this specification at all residential dwelling units in the City. Yard waste shall be kept separated from other types of waste or refuse. Collection shall also include documenting each load of material and transportation to a City approved compost site.

Yard Waste Receptacle - Means:

Kraft paper bag: a special biodegradable paper bag, not to exceed thirty-three (33) gallons in capacity, which will shred and degrade quickly in the composting process;

Garbage can: A plastic or galvanized metal can of a capacity not less than four (4) gallons or greater than thirty-five (35) gallons, and not exceeding thirty-five (35) pounds in weight when placed for collection

II. SCOPE OF WORK

The Contractor shall collect and dispose of all Residential Solid Waste, Bulk Waste and Yard Waste within the corporate boundaries of the City at least once a week during the term of this Agreement, except for all Recyclable Materials Collections which shall be collected bi-weekly. Collections shall be done during Monday through Fridays (except Saturday collections will be allowed during those weeks in which holidays fall) in accordance with a schedule of pickups to be established by the Contractor and submitted in writing to the Mayor. Such collection shall include collection from all residential dwelling units. Refuse collection per household will occur on the same day of the week throughout the term of the Agreement and shall begin no earlier than 6:00 a.m. local time.

The Contractor shall service, at no additional cost, all City-owned sites including, but not limited to, City Hall, Public Works, Wastewater Treatment, Fire Department, Electric Department, Water Department and other locations having City receptacles, and shall provide a dumpster to each location at the request of the City. The Contractor shall also provide up to two (2) dumpsters for City events such as Hometown Holidays, etc. when requested by City. Contractor will be listed as a sponsor of the event with Contractor's logo being displayed on any promotional material or on the site of the event.

The work under this Agreement does not include the collection and disposal of any increased volume resulting from a tornado, flood, hurricane or similar or different Act of God over which the Contractor has no control. The Contractor shall not make such collections unless he is authorized by the City. In case of a tornado, flood, hurricane or other disaster or other Acts of God, the City may grant the Contractor reasonable variance from regular schedules and routes. Such variance shall not be unreasonably withheld by the City. In case of a storm or other disaster or other Acts of God where it is necessary for the Contractor to perform services beyond the scope of this Agreement, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.

The work under this Agreement shall consist of the items contained in this Agreement and General Specifications, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents and Specifications.

III. TYPES OF COLLECTION

A. CURBSIDE COLLECTION OF SOLID WASTE SERVICE PROVIDED

Garbage & Refuse

The Contractor shall provide each residential dwelling unit with one (1) ninety-five (95) gallon toter capable of being wheeled to the place of collection by the resident. Contractor will make available to any resident with special circumstances, the ability to make arrangements for pick up with Contractor.

Contractor shall collect from each residential dwelling unit receiving residential curbside solid waste collection garbage and rubbish which has been placed in the appropriate toter. Residents will receive collection of one (1) toter per week for garbage and refuse.

Contractor shall also collect any additional garbage in excess of the toter capacity on a pre-paid per bag sticker/tag basis. Each bag of excess garbage shall require one Excess Garbage Pre-Paid sticker/tag which will be made available to the public for purchase by the City. The price of the Excess Garbage sticker/tag will be \$2.00. A reporting of all Excess Garbage sticker/tags sold will be made available to Contractor by every six (6) months and one-half (1/2) of the proceeds of the Excess Garbage Pre-Paid sticker/tag sales will be paid to Contractor.

An unlimited volume of garbage and refuse will be collected at the curb by the Contractor provided the garbage and refuse is contained in the appropriate toter or displays the appropriate pre-paid sticker/tag.

White Goods

Contractor shall be entitled to collect White Goods at a reasonable cost to be determined by Contractor, and any Resident requiring disposal of White Goods shall be required to contact Contractor directly to arrange such pickup or disposal, and payment therefor. Contractor shall be entitled to retain all revenue generated from the disposal of White Goods and the fees charged to residents for such service. Contractor shall give notice to City of the schedule of charges imposed by it for collection of White Goods.

Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public awareness program. Said program shall include, but not be limited to the following: the printing and distribution of promotional brochures, news releases, and on-site promotions/demonstrations at locations throughout the community. The contents of such materials shall be mutually agreed upon by the City and Contractor.

The "Hauler Letter"

The Contractor shall develop, implement and provide a "Hauler Letter" to be mailed by the City to all City residents currently receiving residential curbside solid waste collection service. The "Hauler Letter" will contain information on any revisions to the solid waste collection service. The contents of the letter, as well as the delivery circumstances, will be mutually agreed upon by the Contractor and the City. The Contractor shall be responsible for printing and delivering to City a sufficient number of "Hauler Letters" to be included in the utility bills mailed to the residents.

Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave garbage and rubbish that is improperly contained at the curb along with a checklist "Report Card" indicating the reason the garbage and rubbish was rejected. The contents of the written Report Card must be approved by the City before implementation or modification of the Report Card Program by the Contractor.

B. CURBSIDE COLLECTION OF RECYCLABLES SERVICES PROVIDED

Recyclable Materials

The Contractor shall provide each residential dwelling unit with one (1) ninety-five (95) gallon toter capable of being wheeled to the place of collection by the resident. Contractor will make available to any resident with special circumstances, the ability to make arrangements for pick up with Contractor.

Contractor shall collect on a bi-weekly basis from each residential dwelling unit receiving residential curbside collection recyclable materials which has been placed in the appropriate toter.

Collection of recyclables per household will occur on the same day bi-weekly as garbage and refuse collection. The collection of Recyclable materials will occur at all residential dwelling units within the same time limits as for solid waste collection.

Contractor shall collect and remove all Recyclables which are at the curbside on public streets, from all residential dwelling units receiving residential curbside solid waste collection service in the City. The Contractor, shall, at its sole cost and expense, furnish all labor, materials and equipment required to perform curbside collection of recyclables, pursuant to this Agreement and in accordance with the law.

An unlimited volume of residential recyclables will be collected at the curb by the Contractor provided the recyclables are contained in recycling toters provided by the contractor. Contractor will promptly broom sweep and clean up any materials spilled during the pick-up process.

Transportation of Recyclable Materials

Contractor shall transport the collected recyclables to an approved recycling center. The Contractor shall be responsible for the proper disposal of all recyclables upon pick-up from residences and shall be responsible for the end use of such recyclable materials. Contractor shall be entitled to all proceeds from sales of recyclable materials.

Protection of Recyclable Materials

City agrees to take such steps as within its power to protect Contractor's ownership and the City's interest in all recyclables placed at the curbside for collection by Contractor under the terms of this Agreement and through enforcement of an Anti-Scavenging Ordinance, but City does not and cannot guarantee that all scavenging of recyclable materials will be prevented.

Properly-Prepared Recyclables

The following shall constitute Properly Prepared Recyclable material:

- 1) Paper
Newsprint, Junk mail, brown Kraft paper bags, corrugated cardboard, other cardboard.
- 2) Glass Containers
ONLY unbroken bottles and jars are acceptable Clear, brown and green glass are all acceptable
Everything should be rinsed out and free of visible food debris
Caps or lists must be removed
Labels and rings may be left on
NO pyrex, window glass, mirrors, dishes or ceramics
- 3) Metal products
Aluminum and tin cans, formed containers, pie tins and foil products
Crushing cans is recommended
Cans should be rinsed and free of visible food debris
- 4) Plastic Products
Only plastic containers with the #1 through #7 recycling symbols are Acceptable (No Styrofoam)
Plastic (HDPE) such as milk and water jugs
Plastic (PET) such as soda bottles
Rinse and remove lids

Documentation

No amounts except those set forth in Section VII shall be charged by the Contractor for City residential curbside solid waste collection services and all costs of Contractor are to be covered in the monthly household rate.

All revenue collected from the sale of the recyclables shall be the property of the Contractor. In the event of a substantial increase in market values of recyclable commodities, the City may, upon written notice, request to reopen negotiations for all sales proceeds therefrom.

The Contractor shall prepare and submit to the City a monthly report due by the 15th day of the following month which demonstrates that the Contractor has, in fact, delivered all recyclables to markets. The report shall document the weight of recyclables collected, itemized by material categories and sub-categories, recyclables sold, and the revenues received and tipping fee savings, (i.e., tons of recyclables multiplied by the tipping fee per ton at the landfill). The following data must be provided by the Contractor in a quarterly report due on the 15th day of each January, April, July and October:

- Weekly set out rate
- Monthly participation rate
- Monthly "Report Card" activity and information on reason(s) why materials were rejected.

The Contractor will supply the City with documentation in the form of a Certificate of Compliance, executed by the Contractor's officers, which will certify that collected recyclables have been sold for further recycling and not landfilled. The Certificate will be provided to the City quarterly in January, April, July and October of each year.

If circumstances arise wherein collected recyclables cannot be marketed within 60 days from the date of collection, Contractor is required to notify the City in writing that the recyclables are unmarketable, state the reason(s), and City will negotiate in good faith to arrive at a solution to the issue.

The City shall have the right, upon reasonable notice, to inspect or audit the records of Contractor to ensure compliance with the provision of this Agreement, to judge his financial status or to demonstrate solid waste reductions to Whiteside County and upon request by City, Contractor shall permit access to its books and records by City or its agents.

Equipment Used by Contractor

Contractor shall use a truck which separates recyclable materials from that waste, refuse and rubbish which is to be deposited in a landfill.

Recycling Center

The Contractor and the City shall select a mutually acceptable recycling processing center. The Contractor shall notify the City in writing of the name and location of the recycling center. If the Contractor changes the location, Contractor must notify the City in writing. The recycling center shall accept all recyclables as defined herein. All recyclables collected from the residential dwelling units shall be processed at the curb. Title to recyclables brought to the recycling center shall be with Contractor and Contractor shall have the responsibility for the sale of such recyclables. The Contractor will be responsible for the end use of all recyclable materials collected and shall retain all sales proceed therefrom.

Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public awareness program. Said program shall include, but not be limited to the following: the printing and distribution of promotional brochures, news releases, and on-site promotions/demonstrations at locations throughout the community. The contents of such materials shall be mutually agreed upon by the City and Contractor.

The "Hauler Letter"

The Contractor shall develop, implement and provide a "Hauler Letter" to be mailed by the City to all City residents currently receiving recyclable collection service. The "Hauler Letter" will contain information on any revisions to the collection service. The contents of the letter, as well as the delivery circumstances, will be mutually agreed upon by the Contractor and the City. The Contractor shall be responsible for printing and delivering to City a sufficient number of "Hauler Letters" to be included in the utility bills mailed to the residents.

Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave recyclables that are not properly prepared at the curb in the recycling containers along with a checklist "Report Card" indicating the reason the recyclables were rejected. The contents of the written Report Card must be approved by the City before implementation or modification of the Report Card Program by the Contractor.

C. CURBSIDE YARD WASTE PROGRAM

Services Provided

The Contractor shall collect all Yard Waste from residential dwelling units at least once a week from April 1 through December 1 of each year or as otherwise agreed to by the City and Contractor. Collections per household shall take place on Monday through Friday, inclusive, on the same day per household and within the same time periods as garbage and refuse collection.

Properly Prepared Yard Waste

The Yard Waste will be picked up only if contained and identified as follows:

(a) Soft Yard Waste will be collected at the curb, or agreed upon designation, by the Contractor only if it is contained in a 30-gallon Kraft paper bag.

(b) Hard Yard Waste will be collected at the curb and removed by the Contractor only if it is tied into bundles not exceeding 48" in length or 35 pounds in weight. The diameter of any individual piece must not exceed 1 inch. Discarded Christmas trees will be collected and disposed of during the Christmas Tree Program and shall be exempt from the bundling requirement of this paragraph.

The Contractor, shall, at its sole cost and expense, furnish all labor, materials, and equipment required to perform curbside collection of Yard Waste, pursuant to this Agreement and in accordance with the law.

All properly prepared residential Yard Waste generated at the set out address will be collected by the Contractor provided the yard waste are properly segregated and contained.

Weight Limit

To protect the health and safety of Contractor's employees, a weight limit of 50 pounds is imposed on the contents of each:

- (a) Paper yard waste bag
- (b) Bundle of Yard Waste
- (c) 35-gallon container.

Transportation and Disposal of Yard Waste

Materials

Contractor shall collect and transport the collected Yard Waste materials to an approved composting center. The Contractor shall select an acceptable composting site with approval by the City. The Contractor shall notify the City, in writing, of the name and location of the composting site. If the Contractor changes location, he must notify the City in writing.

Documentation

The Contractor will supply the City with documentation in the form of a Certificate of Compliance, executed by the Contractor's officials, which will certify that collected Yard Wastes have been disposed of through an approved compost center and not landfilled. The Certificate will be provided to the City by the Contractor monthly on or before the 15th day of each month.

If circumstances arise wherein collected Yard Waste cannot be processed within 60 days after collection of same, Contractor is required to notify the City in writing, state the reason(s), and City agrees to negotiate in good faith to resolve this issue.

The City shall have the right, upon reasonable notice, to inspect or audit the records of Contractor to ensure compliance with the provisions of this Agreement, to judge its financial status or to demonstrate yardage reductions to Whiteside County and Contractor shall permit access to the books and records by City or its agents.

Equipment to be Used by Contractor

The Contractor shall utilize a refuse truck for the collection of Yard Waste. Soft Yard Waste and Hard Yard Waste will be collected separately from recyclables and residential garbage.

Public Awareness Program

The Contractor, with approval by the City, shall develop and implement a public yard waste awareness program. Said program shall include, but not be limited to the following: the printing and distribution of promotional brochures, and on-site promotions and demonstrations at locations throughout the community. The contents shall be mutually agreed to by the City and Contractor.

The "Hauler Letter"

The Contractor shall develop and implement a "Hauler Letter" to be mailed by the Contractor to all City residents receiving curbside yard waste service. The "Hauler Letter" will contain information on any revisions to the solid waste service. The contents of the letter, as well as the delivery circumstances, will be mutually agreed upon by the Contractor and the City.

Report Card

The Contractor shall implement a public information program whereby the Contractor's employees will leave hard, soft and bulk yard waste that is not properly prepared along with a checklist "Report Card" indicating the reason the materials were rejected. The contents of the written Report Card must be approved by the City before implementation of the Report Card program by the Contractor.

Christmas Tree Program

The Contractor agrees to collect evergreen Christmas trees from each household subject to the terms of this Agreement during a two-week curbside pick-up following the holiday season of each year. Contractor will deposit and process the trees at a compost site mutually acceptable to the Contractor and the City. Contractor agrees to perform this once a year service at no charge to the City and at no extra charge to City residents. No Pre-Paid

Tag/Sticker shall be required for disposal of evergreen Christmas trees. The time of collection will be mutually agreed to by the Contractor and the City.

The City and the Contractor will work together to educate the public with respect to the condition of the trees before collection by the Contractor. Contractor will not collect:

- 1) Trees with any wire, plastic, cloth, glass, or metals of any classification
- 2) Trees containing strings of Christmas lights.

The intent of these restrictions is to protect the safety and welfare of employees responsible for processing the evergreen materials and to protect the by-product of the process from contamination and any resulting harmful affects.

IV. OPERATIONS

Preparation for Garbage and Refuse Collection

All residents occupying residential dwelling units shall be required to participate in the City of Rock Falls Residential Solid Waste, Recyclable Materials and Yard Waste collection program, and to set out solid waste, recyclables, and yard waste as required by City ordinance as may be modified by the City from time to time.

Each garbage and recycling toter shall be placed in the roadway or street adjacent and directly next to the curb or wherever a curb does not exist, as close to the roadway as possible according to Exhibit _____.

Yard waste containers, bags, bundles and bulky waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed.

Hours of Operation

Collection shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. The Contractor shall publish, at its expense, at least once during each calendar year a map of such collection routes in the Daily Gazette newspaper. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from

time to time, propose changes for approval by the City in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected residents.

Holidays

The following shall be holidays for purposes of this Contract:

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day.

It shall be the Contractor's responsibility to notify residents of any changes in the collection schedule as a result of said holiday. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection of garbage service at least once per week.

Complaints

Contractor shall notify residents that complaints regarding services under this agreement are to be made directly to Contractor and shall be given a prompt and courteous response. In the case of alleged missed collections, the Contractor shall investigate and if such allegations are verified, shall arrange for the collection of the refuse.

A record of all complaints and action taken thereon shall be kept by the Contractor and reported monthly to the City. All complaints shall be answered and redressed by the Contractor courteously and promptly.

Office and Supervision

The Contractor shall establish and maintain a local office with continuous supervision for answering questions, complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. until 4:30 p.m. on all days except Saturday, Sunday and legal holidays as when no collection is to be made pursuant to this agreement. The address and telephone number of such office and any changes therein shall be given to the City in writing. Said office shall be located within the 535, 622, 625, or 626 telephone exchange area.

Violations by Producer

The Contractor shall report to the City Administrator or Utility Office Superintendent all violations of ordinances pertaining to garbage and refuse collection and disposal, recyclable material collection and yard waste collection.

Employee Uniform Code

All employees of the Contractor shall be dressed in clean uniforms which are provided with suitable identification as employees of Contractor.

Collection Equipment

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair and mechanical condition, appearance, and in a sanitary condition at all times. Contractor shall exercise due care to prevent spillage or release of waste from the collection vehicles.

Contractor shall permit all equipment utilized by it in the performance of this contract to be inspected by the City from time to time.

The Contractor's name or firm name, together with its phone number, shall be printed or painted in legible letters, not less than five (5) inches in height, on both sides and rear of all trucks and conveyances used in the City in performance of the agreement.

The Contractor shall make all collections of garbage, refuse, recyclable materials and yard waste in watertight metal receptacles or vehicles with closed tops so constructed that the contents will not leak or spill therefrom; such receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect garbage and refuse. A broom and shovel in good usable condition shall be placed and maintained on each truck. If there is a spill of solid waste or liquids, the Contractor shall immediately cleanup said spill. A pitchfork shall be provided on yard waste collection vehicles.

Disposal

All refuse collected for disposal by the Contractor shall be hauled to an IEPA approved disposal site as approved by the City. All charges imposed on Contractor for disposal shall be the cost and an expense of Contractor, covered by the monthly rate provided in this Agreement.

V. INSURANCE REQUIREMENTS

Specific Requirements

Prior to the commencement of this Agreement, certificates of all insurance required on a form approved by the City Clerk, signed by an authorized representative of the insurance carrier, must be provided and stating that all provisions of the specified requirements are satisfied. The certificates shall be submitted directly to the City Clerk for review and approval. The Contractor shall not begin any work until the City has reviewed and approved the insurance certificates and has so notified the Contractor directly in writing.

Any notice to proceed that is issued shall be subject to such approval by the City. The Contractor further agrees to remain fully insured during the course of this Agreement and furthermore, will maintain coverage for completed operations for a period of three years following the expiration of this Agreement.

Liability Insurance

The Contractor shall provide the following coverages:

- 1) Commercial General Liability Insurance including Premises - Operations Coverage, Completed Operations Coverage, Independent Contractor's Coverage and Contractual Liability Coverage, covering the indemnity agreement, with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including Bodily Injury Liability and Property Damage Liability.
- 2) Worker's Compensation Insurance and Employer's Liability Insurance as required by law.
- 3) Commercial Automobile Bodily Injury and Property Damage Liability Insurance, including coverage for all owned vehicles, as well as hired and non-owned automobile liability coverage. Limits of liability should be for not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability. Commercial Umbrella Liability Coverage in the amount of not less than \$4,000,000 per occurrence, \$4,000,000 aggregate to apply cover the preceding three policies.
- 4) The Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City Clerk.

The policy shall be a standard form policy provided for by a carrier approved by the State of Illinois with an AM Best Rating of not less than A- and shall not contain any exclusions and shall not contain any exclusions that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

The policy shall not provide any immunity to Contractor as a defense to any suit by City hereunder or by any resident against Contractor.

The policy shall provide full insurance to cover all of the Contractor's operating exposure including the picking up of the materials and the operation of vehicles.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

Property Insurance

All responsibility for maintaining property insurance on any premises or structures owned or operated by the Contractor remains solely with the Contractor, who may at its option insure against any other perils, and such responsibility shall remain with the Contractor until such time as this Agreement is terminated.

Notice of Cancellation or Non-Renewal

The Contractor shall at all times during this Agreement maintain in full force and effect the coverages enumerated above. The certificates of insurance shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. This policy shall not be cancelled or terminated unless notice of such cancellation or termination is given to the City of Rock Falls, Illinois thirty days (30) in advance of such cancellation or termination."

Deductibles

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

Errors and Omissions

Any insurance agent selling or providing the insurance policies required by this Contract to the Contractor shall have in force Errors and Omissions Coverage with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. This requirement may be met by a combination of errors and omission coverage of \$1,000,000/\$1,000,000 and a Commercial Umbrella Liability Policy applying over such coverage with limits of not less than \$4,000,000/\$4,000,000.

VI. FINANCIAL GUARANTEE

Form of Guarantee

This Agreement shall not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, letter of credit or other financial guarantee acceptable to the City Attorney in an amount of one hundred thousand dollars (\$100,000). Said financial guarantee shall secure the faithful performance of this Agreement by said Contractor, and shall remain in effect for the term of this Contract. The Guarantee shall be submitted to the City Clerk prior to execution of this Contract. Withdrawal, non-renewal or termination of the financial guarantee shall be an event of default under this Agreement, for which City shall have the remedies available to it set forth in Section IX.

If a performance bond is provided, the premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Illinois. The surety shall agree that said suretyship will not be cancelled unless notice of cancellation has been given to the City at least 15 days in advance of the effective date.

If a letter of credit is provided, it shall be in effect for claims to be submitted for a period of 30 days after the termination of this Agreement.

Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

VII. ADDITIONAL RECITALS AND CONDITIONS

Exclusive Grant

The City agrees that, in consideration of the faithful performance of the obligations herein undertaken by Contractor, it does, by execution of this Agreement pursuant to enabling resolution, give and grant to Contractor for the term of this Agreement only, the sole and exclusive franchise to collect and dispose of garbage and rubbish of all types as is herein provided, to collect and process recyclables as is herein provided, and implement yard waste program as is herein provided, within the entire corporate limits of the City, for all single-family, multi-family and municipal buildings located therein. This grant expressly includes the right and duty to service lands annexed to the City during the term of this Agreement and to service all residential dwellings, and municipal buildings constructed during said term, service to be provided on the same terms as set forth herein. The terms of this Agreement do not apply to any commercial or industrial uses or to multi-family residences of four units or more.

Compliance with Laws

The Contractor shall conduct operations under this Agreement in compliance with all applicable Federal, State and Local laws.

Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all licenses required by the City or any other governmental agency in order for Contractor to lawfully perform this Agreement.

Transferability of Contract

Other than by operation of law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of an assignment, the assignee shall assume the full liability of the Contractor under this Agreement and Contractor shall not be relieved of obligations hereunder without the written consent of the City Council of City.

Term of Contract

Service provided under this Agreement shall begin July 1, 2018.

The term of this Agreement will be for a seven (7) year period and terminates June 30, 2025.

Upon mutual consent of City and Contractor, the term of this Agreement may be extended for an additional three (3) year period commencing July 1, 2025. The monthly rates for any such extension shall be established by mutual agreement of City and Contractor. If extended, all other terms and conditions of this Agreement shall continue to govern the rights and obligations of City and Contractor.

Contract Documents

The Contract Documents shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:

- 1) This Agreement
- 2) The Performance Bond,
- 3) Chapter 15 of the City Code, "Garbage, Litter and Rubbish"
- 4) Any addenda or changes to the foregoing documents agreed to by the parties hereto and made a part of this Agreement

Amendments

All provisions of the Contract Documents as amended, shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

Independent Contractor

Contractor shall perform all work and services described herein as an independent contractor and not an officer, agent, servant or employee of the City. Contractor shall have exclusive control of, and the exclusive right to control the details of the services and work

performed hereunder in accordance with the terms of this Agreement, and all persons performing the same and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the City hereafter to enforce same, nor shall waiver by the City of any breach of provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions hereof nor be taken or held to be a waiver of any provision itself.

Point of Contact

Contact between the Contractor and the City shall be directed by the Contractor to the designated contact person within the City. The designated contact person for the City is the City Administrator or the Mayor.

Notice

All notices in connection with this Agreement shall be delivered personally to or mailed certified mail, return receipt requested and shall be deemed given when so mailed to the parties as follows:

If to the Contractor: Moring Disposal, Inc.
P.O. Box 158
Forreston, Illinois

If to the City: City of Rock Falls City Clerk
603 West 10th Street
Rock Falls, IL 61071

Illegal Provisions

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect provided, however, that in the event all of the pick-up required hereunder is not legally enforceable, the City may terminate this Agreement.

Equal Employment Opportunity

In the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, Contractor may be declared ineligible for future

contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and Contractor may be subject to such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees as follows:

1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2) That if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any direct or indirect interest in this Agreement or the proceeds thereof. Violation of this provision shall cause this Agreement to be null and void and Contractor will forfeit any payments to be made under this Agreement

VII. BASIS AND METHOD OF PAYMENT

The compensation to be paid to Contractor for performance of services hereunder shall be as follows:

For monthly service, the amount of the monthly rate for each time period as set forth in the following table times the number of residential units serviced each month.

Monthly rate per household

Contract Year	Charge to City per Household
July 1, 2018	\$12.76
July 1, 2019	\$12.76
July 1, 2020	\$13.08
July 1, 2021	\$13.41
July 1, 2022	\$13.75
July 1, 2023	\$14.09
July 1, 2024	\$14.44

In addition, Contractor shall be entitled to all fees collected by it for disposal of White Goods.

The Contractor shall discontinue refuse collection service at any dwelling unit as set forth in a written notice sent to Contractor by City. Contractor shall, upon further notification by City, resume refuse collection on the next regularly scheduled collection day for any previously discontinued or any new dwelling unit. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuation of service at any location at the direction of the City.

Contractor and City shall each maintain records of the total number of possible dwelling units required to be serviced by the Contractor under this Agreement, and Contractor shall bill the City for service rendered, based upon the formula specified above, within ten days following the end of each month. City shall pay Contractor the amount so billed on or before the twentieth day following the end of each month. The first such payment shall be due on or before August 20, 2018. Any discrepancy between the record of residential units serviced by Contractor and by City shall be resolved by a negotiation between the parties, and upon failure to reach accord based upon negotiation, shall be resolved as the average number between Contractor's and City's records.

Cost and Charge to Contractor

Contractor shall be solely and fully responsible for any and all costs of disposal of waste collected pursuant to this Agreement, and shall absorb any increase in "tipping" fees, disposal site fees, tonnage increases and any and all other costs and expenses which may be incurred by Contractor. Nothing herein shall prevent Contractor from transporting the waste collected to alternate disposal sites, provided that Contractor shall notify City of each disposal site wherein waste is to be deposited, and any site so selected by Contractor shall be a duly licensed, authorized and certified waste disposal site operating in conformance with all applicable laws, rules and regulations governing disposal of waste materials.

IX BREACH AND REMEDIES.

Failure to Perform.

If the Contractor fails to collect materials herein specified for a period in excess of two (2) consecutive, scheduled, working days (unless such failure is due to acts of God or nature or other occurrences beyond the control of Contractor which prevent Contractor from collecting through no fault on the part of Contractor), or otherwise fails to perform its obligations under this Agreement in a manner satisfactory to the City, the City may, but shall not be required to, take the following action:

1) Notify the Contractor in writing of its default under the Agreement and that this Agreement will be terminated unless the contractor shall perform to the satisfaction of the City within five (5) days of the date the aforesaid notice was mailed by the City. In the event the default is not cured, the City may terminate this Agreement and the City's obligation and Contractor's rights hereunder shall cease and be of no further force and effect;

2) The City shall have the right to contract with another party to collect garbage and refuse materials should the Contractor not perform as specified in this Agreement and any expenses incurred by the City which are not satisfied by the revenues generated from the existing rates herein specified shall be charged to the Contractor and against the performance guarantee.

Contractor agrees that in the event the Contractor fails to fulfill any of the provisions stipulated in this Agreement, the City may at its option, without waiving any of its other rights, hire such personnel and equipment and enter such Contracts as it may deem necessary to perform the work described herein. In addition, the City shall be entitled to collect from Contractor all losses, including all costs, expenses and attorneys' fees arising out of or as the result of such failure of performance on the part of the Contractor.

The City may collect any costs, expenses and attorneys' fees incurred as the result of Contractor's default from Contractor's Performance Guarantee provided hereunder.

Any and all rights of the City shall be cumulative.

Nothing in this Agreement shall exempt the Contractor from performing his duties consistent with the provisions in this Agreement or being held liable for the failure to perform consistent with this Agreement due to a catastrophe, riot, war, governmental regulation or order, fire, accident, strike, work slowdown, "blue flu", Act of God, or other similar or different contingency.

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other position or portion of the Contract Documents.

Indemnity

The Contractor shall indemnify and hold harmless the City, its officer, agents, representatives, and/or employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, arising out of or resulting from the fault of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of this Agreement.

Liquidated Damages/Failure to Perform

The Contractor shall be liable for liquidated damages, in the amount of \$25 first incident, \$50 second incident and \$100 per incident thereafter, upon determination by the City that performance has not occurred consistent with the following provisions of this Agreement:

- 1) Failure to pick up missed collection by 4:00 p.m. on the day following the scheduled collection day.

2) Failure to adequately address legitimate complaints.

The following infraction shall subject Contractor to liability for liquidated damages in the amount of \$250 first incident, \$500 second and \$1000 per incident thereafter: failure to complete district-wide collection by 5:00 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled day, and the City has not approved the delay.

If the city determines that a claim for liquidated damages exists, City shall give written notice to Contractor of the amount and reasons for the claim. Such amount shall be due and payable by Contractor within 10 days of the giving of the notice unless Contractor shall serve upon the City a demand for an administrative hearing before the Administrative Hearings Officer appointed by the City pursuant to Article VII of Chapter IO of the Municipal Code of the City, and upon service of such demand, the City shall notify Contractor of the date and time of the hearing upon such claim and demand. At the hearing Contractor may present such evidence as deemed relevant to the issue of whether Contractor has violated the Contract or is liable for the amount claimed by City. The decision of the Hearing Officer shall be final, and if the decision is to uphold the claim asserted by the City, such amount shall be paid by Contractor within 5 days thereafter.

The City may deduct the full amount of any liquidated damages from any payment due to the Contractor, but any liquidated damages not part of such deduction shall remain the obligation of the Contractor and be payable by the Contractor on demand of the City. Failure to perform may lead to termination of this Agreement by City as provided herein.

The City shall have the right to terminate this Agreement in the event of breach thereof by the Contractor, upon written notice to the Contractor of such breach which is not cured within five (5) days after receipt of said notice, and a continuing breach shall not be deemed to be waived because not followed by prompt termination.

Signatures appear on the next page hereof

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed at Rock Falls, Illinois as of this 1st day of July, 2018.

City of Rock Falls, Illinois

By _____
William B. Wescott, Mayor

ATTEST:

Eric Arduini, City Clerk

Moring Disposal, Inc., Contractor

By _____

ATTEST:



Phone: 815.625.9600
Fax: 815.625.9602

Phone: 815.288.9600
Fax: 815.288.9606

1701 E. 4th Street
Sterling, IL 61081

849 N Galena Ave
Dixon, IL 61021

Purchaser	CITY OF ROCK FALLS	Date	February 22, 2018
Address	603 W 10TH ST	Yr	15 Make BUICK
City & State	Rock Falls, IL 61071	Model	ENCORE
Phone No.		Body	4DR Color BLACK
Driver's Lic. No.		State Lic. No.	
Social Security No.		Serial	KL4CJASB0FB237285
		Stock No.	GM7261

ALL USED CARS "AS IS" UNLESS OTHERWISE INDICATED HERE

MISSING ON DELIVERY ITEMS		Cash Price of Vehicle and Accessories	13444.06
		STATE SALES TAX	N/A
		DOC FEE	175.94
		GUARANTEED ASSET	N/A
		WARRANTY	N/A
		LICENSE OR TRANS	130.00
Key	Used Car Allowance	N/A	
	Balance Owed	N/A	
		TOTAL	13750.00
		Delivered Price Inc Use Tax	\$ 13750.00
Owed To		Deposit	\$ N/A
Address		Net Trade	\$ N/A
Yr	Make	Model	Color
Body		Serial	
		Total Down Payment	\$ N/A
		Draft on Unpaid Balance	\$ 13750.00

IT IS UNDERSTOOD ANY DIFFERENTIAL IN AMOUNT DUE ON CAR-TRADED WILL BE PAID BY PURCHASER IMMEDIATELY.
ALL IDENTIFYING NUMBERS ON SAID VEHICLE AGREE WITH THOSE ON THE CERTIFICATE OF TITLE OR THE STATEMENT OF ORIGIN.

Finance Co.	Address		
Balance including Financing and Insurance Charges if any to be paid in	Special Payments if Any		
Due	To	And/Or	Monthly Payments of
APR			Each Beginning
			Finance Charge

Notes and Conditional Sales Contracts held by _____ **or Assignee Due as Stated above.**

CUSTOMER INSURANCE

**No Public Liability Insurance
Issued With This Transaction**

Name of Company _____
Address _____
Agent _____
Phone of Company _____
Policy No _____
Credit Line _____
Health-Accident _____
Total Ins. Charge _____

I represent and warrant that I have title to and good right to sell and dispose of the used car traded in, described above; that there are no liens, claims or encumbrances thereon, and agree to furnish good and sufficient title. I certify that I am 18 years or over.

AFTER CAREFUL INSPECTION AND DEMONSTRATION I hereby purchase the above mentioned automobile with equipment at the price and on the terms specified above, as is and shown, and agree that I will not demand or expect any equipment, parts, supplies, labor services or rebate, for any reason whatsoever, and that no other agreement other than herein written shall be valid.

Transfer of title to the above car is subject to final payment of any and all checks clearing bank.

As part consideration and inducement for and as a condition of delivery to me of the above described automobile by _____ I represent that there are no unpaid judgments against me and the I have never been bankrupt and that all information furnished by me in the credit statement given to you, upon all of which you are relying, is true.

If any representations made by me to you be false, I agree to return said automobile to you upon demand, and if I fail to do so I authorize and empower you or assignee due as stated above to lawfully repossess said automobile with or without legal process.

I Have Received a Copy of Conditional Sales Contract

BUYERS SIGNATURE _____
BUYERS SIGNATURE _____
BY _____

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.