

# City of Rock Falls

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

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

*City Administrator*  
Robbin 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 April 3rd, 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 March 20th, 2018 Regular Council Meeting.
2. Approval of bills as presented.

### Ordinance First Reading

1. Approval of **Ordinance 2018-2372** Revised Zoning Map

### Ordinance Second Reading / Adoption

1. Adoption of **Ordinance 2018-2363** Authorizing execution of contract for solid waste collection services.

### City Administrator Robbin Blackert:

1. Proposed Budget Presentation.
2. Approval of the first reading of the FY19 budget.
3. Approval of contract with Terracon Consultants.
4. Approval of the engineering services agreement for construction observation for Buell Road, 13<sup>th</sup> Avenue, and West 5<sup>th</sup> Street with Willett Hofmann & Associates 212 3<sup>rd</sup> Avenue Sterling, IL in the amount of \$49,700.00.
5. Approval of the engineering services agreement for west 21<sup>st</sup> Street with Willett Hofmann & Associates 212 3<sup>rd</sup> Avenue Sterling, IL in the amount of \$17,800.00.
6. Approval of **Resolution 2018-784** authorizing the execution of contract addendum with Moring Disposal.

**Information/Correspondence:**

Eric Arduini, City Clerk

1. Approval of the renewal for health insurance coverage (+4.8%) and dental insurance coverage (+6.3%) through the Intergovernmental Personnel Benefit Cooperative (IPBC).
2. Approval of the Municipal Insurance Cooperative Agency (MICA) renewal for Liability and work comp coverage (+13.78%) \$550,554.00

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  
 Water – Ted Padilla  
 Street - Larry Spinka  
 Utility Office - Diane Hatfield  
 Tourism – Janell Loos  
 Broadband – Wayne Shafer

1. Approval of the acquisition of IPv4 using agent - Capcon Networks, LLC, 2700 Anderson Lane, Austin, TX 78703 not to exceed \$40,000.
2. Approval of the second internet uplink proposal from Syndeo, P.O. box 833, St. Charles, IL60175 at the rate of MRC \$6,860.00 and NRC of \$8,200.00.

**Ward Reports:**

<b>Ward 1</b>	<b>Ward 2</b>	<b>Ward 3</b>	<b>Ward 4</b>
Ald. Reitzel	Ald. Kuhlemier	Ald. Schuneman	Ald. Folsom
Ald. Logan	Ald. Snow	Ald. Kleckler	Ald. Sobottka

**Mayor’s Report:**

**Executive Session:**

**Any action taken from Executive Session:**

**Adjournment:**

**Next City Council Meeting 04-17-2018**

Posted 03-29-2018  
Eric Arduini, City Clerk

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

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

March 20<sup>th</sup>, 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 March 20<sup>th</sup>, 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.

**Audience Requests:**

Representatives from the Hennepin Hundred approached the Council, and thanked Rock Falls for their support of the event. A keepsake box was presented to the Council. A number of participants gave stories of their experiences when running the Hennepin Hundred. The goal of the runners is to complete the race in under 24 hours. The current record holder ran the 100 mile race in 14 hours. Alderman Kuhlemier stated that we also think that the Hennepin Canal is a great resource. He informed them that the RRDA helped create the trail in the 1980s and their annual RRDA Canal Cleanup is on April 14<sup>th</sup> at 12:30pm at the Rock Falls Days Inn. The 4<sup>th</sup> annual Hennepin Hundred will be held on October 6<sup>th</sup>, 2018.

**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 Folsom and second by Alderman Sobottka.

1. Approval of the Minutes of the March 6<sup>th</sup>, 2018 Regular Council Meeting.
2. Approval of bills as presented.
3. Approval of the proclamation for "Junior Achievement Day" April 5<sup>th</sup>, 2018
4. Approval of amended and updated job description for Municipal Complex Custodian, as reviewed by Personnel Committee.

**Vote 8 aye, motion carried**

**Ordinance Second Reading/ Adoption:**

A motion was made by Alderman Snow, and second by Alderman Folsom for the adoption of **Ordinance 2018-2359** Amending section 32-1 Utility Office.

**Vote 8 aye, motion carried**

A motion was made by Alderman Kuhlemier, and second by Alderman Schuneman for the adoption of **Ordinance 2018-2361** Amending Section 32-304 and 32-312 sewer rates and receiving waste from private septic systems.

**Vote 8 aye, motion carried**

A motion was made by Alderman Logan, and second by Alderman Schuneman for the adoption of **Ordinance 2018-2362** Amending Section 32-87 and 32-89 water rates and fire service.

**Vote 8 aye, motion carried**

**City Administrator, Robbin Blackert:**

A motion was made by Alderman Schuneman, and second by Alderman Kuhlemier for the approval of the employment contract with Michael J Wierzycki for the position of Fiber Outside Plant Supervisor.

**Vote 8 aye, motion carried**

**Information/Correspondence:**

Eric Arduini, City Clerk

A motion was made by Alderman Schuneman, and second by Alderman Snow for the approval to refer the petition for rezoning of 1510 Prophet Road Rock Falls, IL to the Planning and Zoning Commission meeting on April 12th, 2018 for consideration. Alderman Kleckler confirmed that the address is already in City limits.

**Vote 8 aye, motion carried**

Brian Frickenstein, City Engineer

A motion was made by Alderman Logan, and second by Alderman Reitzel for the approval to accept the low bid from Civil Constructors 2283 Route 20 East, Freeport Illinois in the amount of \$609,387.68 for the Buell Road, and 13<sup>th</sup> Avenue street project.

**Vote 8 aye, motion carried**

**Department Heads:**

Water Reclamation- Ed Cox

Superintendent Ed Cox gave the Council an update on the repairs being done on 5<sup>th</sup> Avenue. The crews will be replacing two damaged pipes, and a manhole. The parts will be onsite tomorrow, and the road should be re-opened for traffic by Friday afternoon.

Building Inspector- Mark Searing

A motion was made by Alderman Reitzel, and second by Alderman Logan for the approval of Option #3 on the estimate from Complete Electrical Contractors 215 West 14th Street Rock Falls, IL for increasing the service size of the electrical panels at the Police and Fire Department in the amount of \$11,210.00.

**Vote 8 aye, motion carried**

Tourism - Janell Loos

A motion was made by Alderman Snow and second by Alderman Logan for the approval of the RB&W District Event Permit Application for the St. Andrews SpringFest Carnival. The Carnival will need "no parking" signs along East 2<sup>nd</sup> Street, water service, and the south electrical panel. The Carnival will be held on May 17<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup> and 20<sup>th</sup>.

**Vote 8 aye, motion carried**

**Ward Reports:**

Ward 2

Alderman Glen Kuhlemier congratulated Bethany and Delon Bland on the birth of their new daughter Zoe. He also reminded the Council that the budget hearings will be held March 27<sup>th</sup> at 5:00pm for the general fund, and on March 28<sup>th</sup> at 2:00pm for the enterprise funds.

Ward 3

Alderman Jim Schuneman informed the Council that there will be a Hennepin Canal - Trails meeting held on April 10<sup>th</sup> at noon.

Ward 4

Alderman Violet Sobottka was glad to see that the Council Chamber clocks have been set correctly.

**Mayor's Report:**

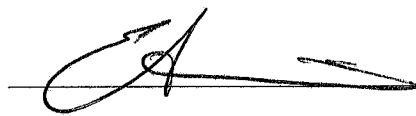
A motion was made by Alderman Snow, and second by Alderman Sobottka for the approval the Amplifier License application from "South of the Rock" amending the license to be in effect until 10:00pm for the dates of June 16<sup>th</sup>, 2018 August 4<sup>th</sup>, 2018 and September 1<sup>st</sup>, 2018. Alderman Kleckler asked why there is no location listed on the application. Mayor Wescott stated that the June 16<sup>th</sup>, and September 1<sup>st</sup> events will be held either in the Lovelight Tree lot, or the RB&W Park, and the August 4<sup>th</sup> event will be held on West 2<sup>nd</sup> Street.

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

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 6:58pm.

**Viva Voce Vote, motion carried**

Meeting is adjourned at 6:58pm



Eric Arduini, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois April 3, 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:

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Sesquicentennial Fund		
Tourism		\$3,842.60
General Fund		\$77,282.77
Industrial Development		\$0.00
Tax Increment Financing		\$31,250.00
Electric	Electric O & M	\$565,803.00
Broadband Fund		\$0.00
Fiber Optic/Broadband (Tax Exempt)		\$0.00
Fiber Optic/Broadband (Taxable)		\$1,115.98
GIS/IT Fund		\$0.00
Sewer	Sewer Revenue/O & M	\$910,747.13
Water	Water Revenue/O & M	\$34,653.50
Garbage		\$82.50
Customer Service Center		\$396.34
D.U.I. Fund		\$0.00
Drug Fund		\$0.00
Tobacco Grant		\$464.53
Safe Passage/Non Evidentiary		\$0.00
Motor Fuel Tax		\$0.00
Customer Utility Deposits		\$382.76
		<hr/>
		\$1,626,021.11

Alderman Kuhlemier  
Alderman Logan  
Alderman Kleckler

DATE: 03/22/2018  
 TIME: 14:33:16  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
200	COM ED	1,970.48	25.53
2528	LAMAR ADVERTISING COMPANY	11,992.00	1,325.00
5015	CARD SERVICE CENTER	76,354.92	962.20
	TOURISM		2,312.73
GENERAL FUND			
01	ADMINISTRATION		
172	CITY OF ROCK FALLS	4,549.90	0.94
T0002046	GIESON MOTORSPORTS	684.64	1,500.00
	ADMINISTRATION		1,500.94
02	CITY ADMINISTRATOR		
172	CITY OF ROCK FALLS	4,549.90	0.47
	CITY ADMINISTRATOR		0.47
04	BUILDING		
172	CITY OF ROCK FALLS	4,549.90	47.39
5189	MANPOWER	59,064.38	493.80
	BUILDING		541.19
05	CITY CLERK'S OFFICE		
172	CITY OF ROCK FALLS	4,549.90	131.12
5015	CARD SERVICE CENTER	76,354.92	31.86
5087	ERIC ARDUINI	738.38	216.21
795	SBM BUSINESS EQUIPMENT CENTER	11,696.01	88.00
	CITY CLERK'S OFFICE		467.19
06	POLICE		
1448	IL DEPT OF CENTRAL MGMT SERV	4,585.87	398.45

INVOICES DUE ON/BEFORE 03/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
172	CITY OF ROCK FALLS	4,549.90	120.28
4498	DAVID PILGRIM	454.37	120.00
4796	VERIZON WIRELESS	16,860.48	445.56
5015	CARD SERVICE CENTER	76,354.92	4,734.74
5189	MANPOWER	59,064.38	960.00
5219	DAVID GOTTEMOLLER		41.80
	POLICE		6,820.83
07	CODE HEARING DEPARTMENT		
172	CITY OF ROCK FALLS	4,549.90	60.69
	CODE HEARING DEPARTMENT		60.69
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	6,352.96	21.35
219	CRESCENT ELECTRIC	4,779.06	151.79
2451	MENARDS	4,712.89	299.40
2631	HOUSE'S TRUCK & AUTO REPAIR	18,558.40	300.97
2771	WINDSTREAM	3,221.14	81.02
4796	VERIZON WIRELESS	16,860.48	63.51
5117	NETWORKFLEET, INC	7,673.98	146.16
55	ARAMARK UNIFORM SERVICES, INC.	21,693.16	124.50
	STREET		1,188.70
12	PUBLIC PROPERTY		
423	AT&T	17,197.11	311.14
5015	CARD SERVICE CENTER	76,354.92	231.70
	PUBLIC PROPERTY		542.84
13	FIRE		
172	CITY OF ROCK FALLS	4,549.90	3.03
194	GRUMMERT'S HARDWARE - R.F.	6,352.96	37.27
3173	MUNICIPAL EMERGENCY SERVICES	4,270.75	364.40



INVOICES DUE ON/BEFORE 03/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
5015	CARD SERVICE CENTER	76,354.92	69.13
5032	COMCAST	4,564.82	19.90
5090	COMMUNICATIONS DIRECT INC	962.00	85.62
	FIRE		579.35
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
5015	CARD SERVICE CENTER	76,354.92	309.98
	EMPLOYEE GROUP INS		309.98
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,615.84	22.10
1255	VERMEER SALES & SERVICE OF	10,644.43	1,085.32
1527	RESCO	31,772.52	1,716.00
172	CITY OF ROCK FALLS	4,549.90	1.88
194	GRUMMERT'S HARDWARE - R.F.	6,352.96	67.31
219	CRESCENT ELECTRIC	4,779.06	297.50
2771	WINDSTREAM	3,221.14	171.91
34	ALTORFER INC.	57,394.60	885.42
4207	O'REILLY AUTOMOTIVE INC	8,941.68	37.46
423	AT&T	17,197.11	120.20
4544	UPS	404.71	31.35
4656	THOMPSON TRUCK AND TRAILER	2,340.37	14.14
4796	VERIZON WIRELESS	16,860.48	444.35
5015	CARD SERVICE CENTER	76,354.92	4,021.59
5188	ALTEC CAPITAL SERVICES, LLC	49,375.00	49,375.00
5208	KALEEL'S	11,298.00	1,900.00
5212	POWER/MATION	209.00	26.37
55	ARAMARK UNIFORM SERVICES, INC.	21,693.16	224.02
651	NICOR	49,434.40	956.97
T0000493	STERLING FEDERAL BANK		500,000.00
T0003958	[REDACTED]		320.00
T0004731	ROBINS NEST FLORALS ETC		97.43
	OPERATION & MAINTENANCE		561,816.32

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/23/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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FIBER OPTIC	BROADBAND/TAXABLE		
23	FIBER OPTIC BROADBAND/TAXABLE		
4796	VERIZON WIRELESS	16,860.48	63.51
5015	CARD SERVICE CENTER	76,354.92	1,052.47
	FIBER OPTIC BROADBAND/TAXABLE		1,115.98
SEWER FUND			
30	SEWER		
204	COMMUNITY STATE BANK		500,000.00
	SEWER		500,000.00
38	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	4,549.90	7.88
200	COM ED	1,970.48	234.91
423	AT&T	17,197.11	632.84
4446	MORING DISPOSAL, INC.	381,058.64	1,050.00
4684	SCHMITT PLUMBING & HEATING INC	6,407.50	472.50
4796	VERIZON WIRELESS	16,860.48	226.99
5056	WUNDERLICH-MALEC SERVICES INC		4,789.95
651	NICOR	49,434.40	84.72
	OPERATION & MAINTENANCE		7,499.79
WATER FUND			
48	OPERATION & MAINTENANCE		
172	CITY OF ROCK FALLS	4,549.90	0.94
2771	WINDSTREAM	3,221.14	78.31
5015	CARD SERVICE CENTER	76,354.92	1,402.45
	OPERATION & MAINTENANCE		1,481.70
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
172	CITY OF ROCK FALLS	4,549.90	116.56
5015	CARD SERVICE CENTER	76,354.92	99.90
	CUSTOMER SERVICE CENTER		216.46
	TOTAL ALL DEPARTMENTS		1,086,455.16

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/29/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
2528	LAMAR ADVERTISING COMPANY	13,317.00	1,392.00
5032	COMCAST	4,584.72	5.24
5128	JANELL LOOS	473.29	94.83
5178	COMCAST BUSINESS	7,691.94	37.80
	TOURISM		1,529.87
GENERAL FUND			
01	ADMINISTRATION		
4011	SAUK VALLEY BANK & TRUST CO.	387,773.45	27,667.80
4310	PITNEY BOWES	3,510.00	500.00
4333	CIRCUIT CLERK OF OGLE COUNTY	1,471.00	411.00
5032	COMCAST	4,584.72	5.24
5148	RETAIL ATTRACTIONS LLC	36,000.00	3,600.00
5178	COMCAST BUSINESS	7,691.94	37.80
	ADMINISTRATION		32,221.84
02	CITY ADMINISTRATOR		
5032	COMCAST	4,584.72	2.62
5178	COMCAST BUSINESS	7,691.94	37.80
795	SBM BUSINESS EQUIPMENT CENTER	11,784.01	59.99
	CITY ADMINISTRATOR		100.41
04	BUILDING		
5032	COMCAST	4,584.72	10.48
5178	COMCAST BUSINESS	7,691.94	75.68
5189	MANPOWER	60,518.18	493.80
5220	TECHNOLOGY FINANCE CORP		30.10
T0001751	UW-MADISON		1,095.00
	BUILDING		1,705.06
05	CITY CLERK'S OFFICE		
5032	COMCAST	4,584.72	10.48

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 03/29/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	7,691.94	75.65
	CITY CLERK'S OFFICE		86.13
06	POLICE		
2380	AUTOZONE	301.80	54.67
2985	WALMART COMMUNITY/SYNCB	5,157.54	45.75
350	GISI BROS. INC.	10,303.30	53.70
432	ILLINOIS FIRE & POLICE	1,360.00	462.50
5032	COMCAST	4,584.72	87.52
5109	ELISE DUSEK	300.00	74.02
5178	COMCAST BUSINESS	7,691.94	151.15
5189	MANPOWER	60,518.18	1,440.00
55	ARAMARK UNIFORM SERVICES, INC.	22,041.68	67.47
795	SBM BUSINESS EQUIPMENT CENTER	11,784.01	130.96
T0004733	ON-TARGET SOLUTIONS GROUP INC		225.00
	POLICE		2,792.74
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	197,864.70	22,697.60
194	GRUMMERT'S HARDWARE - R.F.	6,478.89	160.96
2451	MENARDS	5,012.29	69.86
4963	CUSTOM PRODUCTS CORP	1,512.42	912.28
5032	COMCAST	4,584.72	5.24
5178	COMCAST BUSINESS	7,691.94	37.80
5220	TECHNOLOGY FINANCE CORP		267.00
55	ARAMARK UNIFORM SERVICES, INC.	22,041.68	170.25
651	NICOR	50,476.09	856.77
	STREET		25,177.76
12	PUBLIC PROPERTY		
533	LECTRONICS, INC.	75,428.44	695.50
	PUBLIC PROPERTY		695.50

INVOICES DUE ON/BEFORE 03/29/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
2985	WALMART COMMUNITY/SYNCB	5,157.54	131.61
432	ILLINOIS FIRE & POLICE	1,360.00	462.50
4544	UPS	436.06	12.34
5032	COMCAST	4,584.72	18.35
5178	COMCAST BUSINESS	7,691.94	113.38
	FIRE		738.18
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
131	BURGER BROTHERS TRUCKING &	11,688.19	667.50
	BUILDING CODE DEMOLITION FUND		667.50
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
4651	MOST PLUMBING & MECHANICAL LLC	7,783.60	1,085.47
	EMPLOYEE GROUP INS		1,085.47
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	387,773.45	31,250.00
	DOWNTOWN REDEVELOPMENT		31,250.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1702	INTERSTATE ALL BATTERY CENTER	902.70	153.22
194	GRUMMERT'S HARDWARE - R.F.	6,478.89	40.47
283	ANIXTER INC	14,409.50	343.50
2985	WALMART COMMUNITY/SYNCB	5,157.54	106.05
34	ALTORFER INC.	58,280.02	40.16
4730	FLETCHER-REINHARDT CO	32,418.89	107.50
4866	LOESCHER	15,383.57	1,329.46
5032	COMCAST	4,584.72	26.22

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INVOICES DUE ON/BEFORE 03/29/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5178	COMCAST BUSINESS	7,691.94	75.68
5220	TECHNOLOGY FINANCE CORP		503.89
66	STERLING CHEVROLET CO.	2,517.98	39.04
T0004732	PRESCOTT BROTHERS INC		1,178.75
T0004734	[REDACTED]		42.74
	OPERATION & MAINTENANCE		3,986.68
SEWER FUND			
30	SEWER		
4040	ILLINOIS ENVIRONMENTAL	737,839.03	398,225.06
	SEWER		398,225.06
38	OPERATION & MAINTENANCE		
2451	MENARDS	5,012.29	16.99
2517	PRAIRIE HILL RDF	9,818.78	1,479.72
2888	CERTIFIED BALANCE & SCALE CORP	766.00	701.00
2985	WALMART COMMUNITY/SYNCB	5,157.54	192.63
4119	USA BLUE BOOK	3,433.79	679.87
4970	WELCH BROS BELVIDERE INC		1,367.75
5032	COMCAST	4,584.72	18.35
5131	METROPOLITAN INDUSTRIES, INC.	65,934.75	350.00
5178	COMCAST BUSINESS	7,691.94	37.80
5220	TECHNOLOGY FINANCE CORP		178.17
	OPERATION & MAINTENANCE		5,022.28
WATER FUND			
40	WATER		
4040	ILLINOIS ENVIRONMENTAL	737,839.03	21,319.10
4361	FERGUSON WATERWORKS #2516	108,668.31	814.32
	WATER		22,133.42
48	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 03/29/2018




VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	9,714.93	1,146.37
2847	PDC LABORATORIES, INC.	4,790.00	141.00
423	AT&T	18,261.29	428.42
4361	FERGUSON WATERWORKS #2516	108,668.31	3,420.17
4387	AMERICAN LEAK DETECTION	7,700.00	4,000.00
5032	COMCAST	4,584.72	13.11
5131	METROPOLITAN INDUSTRIES, INC.	65,934.75	141.00
5176	DIRECT IN SUPPLY	827.80	32.00
5178	COMCAST BUSINESS	7,691.94	37.80
5220	TECHNOLOGY FINANCE CORP		207.78
631	MURRAY & SONS EXCAVATING, INC	174,119.35	810.00
651	NICOR	50,476.09	513.75
690	PLAINWELL BRASS, INC.	4,392.25	146.98
	OPERATION & MAINTENANCE		11,038.38
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	382,108.64	82.50
	GARBAGE		82.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4664	STAPLES BUSINESS ADVANTAGE	1,075.50	85.85
5032	COMCAST	4,584.72	18.35
5178	COMCAST BUSINESS	7,691.94	75.68
	CUSTOMER SERVICE CENTER		179.88
TOBACCO GRANT			
58	TOBACCO		
4651	MOST PLUMBING & MECHANICAL LLC	7,783.60	464.53
	TOBACCO		464.53
CUSTOMER UTILITY DEPOSITS			

DATE: 03/28/2018  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 03/29/2018

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000986			111.70
T0001202			121.06
T0004734			150.00
	CUSTOMER UTILITY DEPOSITS		382.76
	TOTAL ALL DEPARTMENTS		539,565.95



ORDINANCE NO. 2018-2372

AN ORDINANCE ADOPTING REVISED ZONING MAP

WHEREAS, the City of Rock Falls has caused to be prepared a revised and corrected zoning map reflecting the current zoning status and classification of all lands and properties which are within the limits of the City of Rock Falls; and

WHEREAS, attached hereto is the revised and updated zoning map created pursuant to said direction, and the same should be adopted as the official zoning map of the City of Rock Falls effective as of April 17th, 2018.

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

Section 1. The document attached hereto identified as Revision March 29th, 2018 and labeled as Exhibit A is hereby adopted as the revised and updated official map of the City of Rock Falls, effective April 17th, 2018 said map reflecting the zoning classification status of all land and properties which are currently within the limits of the City of Rock Falls.

Section 2. All prior versions of zoning maps are hereby declared to be no longer valid, and the document attached hereto, and true and accurate copies thereof, shall serve as the official map of the City until further revisions and changes are made pursuant to action of the City Council.

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

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

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

Passed this 17th day of April, 2018.

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William B Wescott, Mayor

ATTEST:

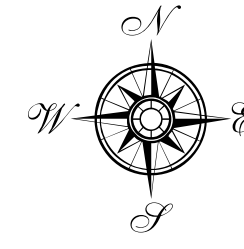
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Eric Arduini, City Clerk

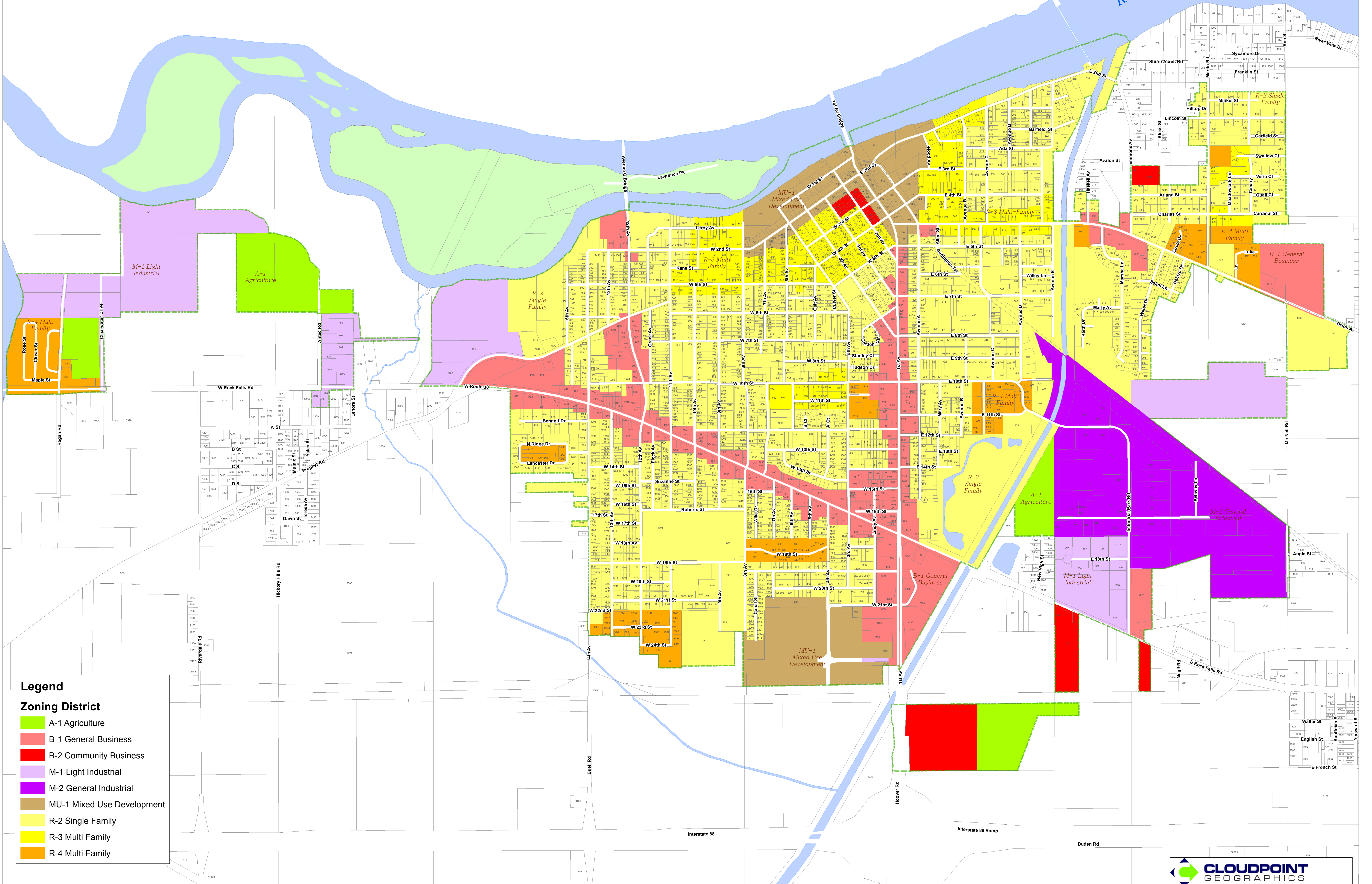
# CITY OF ROCK FALLS

## WHITESIDE COUNTY, ILLINOIS

### ZONING MAP



ROCK RIVER



- Legend**
- Zoning District**
- A-1 Agriculture
  - B-1 General Business
  - B-2 Community Business
  - M-1 Light Industrial
  - M-2 General Industrial
  - MU-1 Mixed Use Development
  - R-2 Single Family
  - R-3 Multi Family
  - R-4 Multi Family

0 700 1,400 2,800 4,200 Feet  
1 inch = 550 feet



**Ordinance No. 2018-2363**

**ORDINANCE AUTHORIZING EXECUTION OF CONTRACT FOR  
SOLID WASTE COLLECTION SERVICES**

**WHEREAS**, the City has heretofore employed the services of Moring Disposal, Inc. by contract dated July 1, 2013 for collection and disposal of residential solid waste, recyclables and yard waste within the City limits; and

**WHEREAS**, the City has determined that it is in the best interests of the City that any contract for residential solid waste collection and disposal services should contain a grant of exclusive rights to provide for the collection and disposal services within the City, so that the company with which such contract is executed shall be the exclusive provider of such residential waste collection and disposal services within the City; and

**WHEREAS**, Moring Disposal, Inc. of Forreton, Illinois, has submitted a proposal to continue such services within the City which the City Council has determined meets the best interests of the residents and the City; and

**WHEREAS**, the City and Moring Disposal, Inc. have prepared a form of Agreement for the Collection and Disposal of Residential Solid Waste, Recyclables and Yard Waste, and said Agreement should be approved by the City Council.

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

**Section 1.** The Agreement for the Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste, in the form attached hereto, is hereby approved by the City Council, and the Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest, on behalf of the City, the Agreement for the Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste with Moring Disposal, Inc. Upon receipt of an executed original of said agreement from Moring Disposal, Inc., together with the financial guarantee required therein in a form to be approved by the City attorney, the City Clerk is directed to deliver an executed copy of the agreement, as the act of the City, to Moring Disposal, Inc. of Forreton, Illinois.

**Section 2.** Upon full execution and delivery of the Agreement for the Collection and Disposal of Residential Solid Waste, Recyclable Materials and Yard Waste, Moring Disposal, Inc. shall be the contractor with exclusive rights and obligations to perform residential collection and disposal services within the City limits of the City, in accordance with the provisions of Section 32-513 of the Municipal Code, for the period from July 1, 2018 through June 30, 2025, or such earlier termination date, if the agreement approved by this ordinance with Moring Disposal, Inc. is terminated for failure of Moring Disposal, Inc. to perform, or such later date if the agreement is extended to a later date pursuant to Article VII of the described Agreement, entitled "Additional Recitals and Conditions."

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

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

**Section 5.** This ordinance shall be effective upon its adoption, passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
City Clerk

Alderman Voting Aye

Alderman Voting Nay

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**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 of 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  
Newspprint, 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 15<sup>th</sup> 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 A attached hereto.

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 10 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 1<sup>st</sup> 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:

\_\_\_\_\_

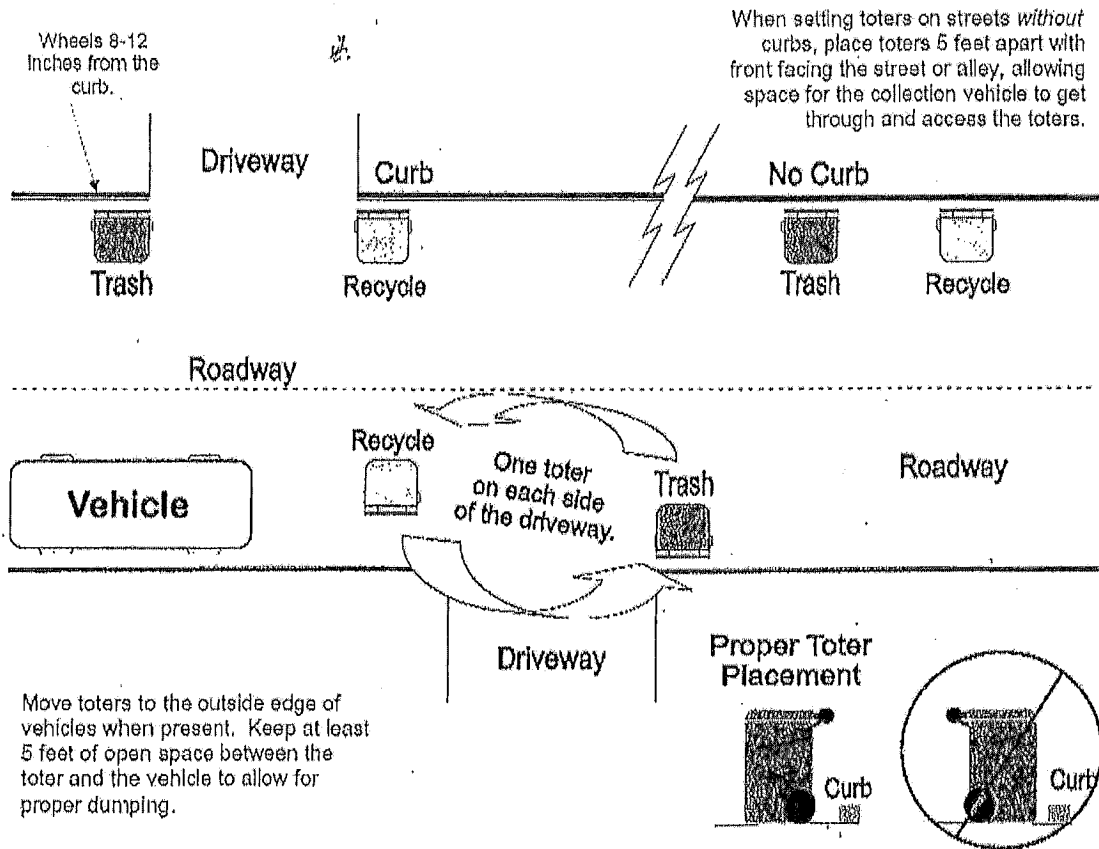
# City of Rock Falls

## Morning Disposal Collection Guidelines

### CART PLACEMENT GUIDELINES

- The front side of the cart has the cart number and should face the street with the lid closed.
- The trash cart should be placed on one side of the drive with the recycling cart on the opposite side whenever possible.
- On streets *without* curbs and gutters, carts should be placed at the end of your driveway flush with the road or in the grass even with the edge of the street.
- On streets *with* curb and gutter residents should place carts in the road 8-12 inches out from the curb.
- If carts are set on a side street or property with no drive, they should be set at least 5 feet apart.
- Cart access should be unobstructed. In cases where vehicles are parked in the roadway, carts must be set out even with the driver's side edge of the vehicle and placed at least 5 feet away from vehicles.
- Carts should be at least 5 feet away from mail boxes or lawn decorations along the roadway.
- Carts should be removed from the curb on your pick up day by 6:00 p.m.
- Carts can be kept between pick up days outside or in your garage.
- The carts delivered to an address are assigned to that address. If you move from your residence, place both carts inside the garage or other secure area for the next resident's use.

### Toter Placement Diagram



When setting totes on streets *without* curbs, place totes 5 feet apart with front facing the street or alley, allowing space for the collection vehicle to get through and access the totes.

Move totes to the outside edge of vehicles when present. Keep at least 5 feet of open space between the toter and the vehicle to allow for proper dumping.

## SUPPLEMENT TO AGREEMENT FOR SERVICES

### CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 10/28/2014, Agreement reference number P11140583) is between City of Rock Falls, Illinois ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Northwestern Steel and Wire/PA Site - See attached Appendix for background and scope of work.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Time and material with a cost estimate of \$20,000. The invoices will be issued based on the actual activities and lab analyses cost. Details are in the attached Appendix.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.  
By:  Date: 3/28/2018  
Name/Title: Chen Yang / Regional Manager  
Address: 135 Ambassador Dr  
Naperville, IL 60540-3920  
Phone: (630) 717-4263 Fax: (630) 357-9489  
Email: Linda.Yang@terracon.com

Client: City of Rock Falls, Illinois  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: Robbin Blackert / City Administrator  
Address: 603 West 10th Street  
Rock Falls, IL 61071  
Phone: (815) 564-1366 Fax: (815) 622-1109  
Email: rblackbert@rockfalls61071.com



## Appendix

### Northwestern Steel and Wire Site Northeastern Corner/PA Site IEPA Work Area Scope of Work March 28, 2018

The proposed scope of work will be conducted so that comprehensive site investigation requirement set forth in 35 Illinois Administrative Code (IAC) Part 740 Site Remediation Program (SRP) will be met.

#### Scope of Work

1. Up to 5 soil borings will be advanced to up to 20 feet below grade surface (bgs) to vertically delineate the soil impact identified in IEPA's work conducted in 2017.
2. In each boring, up to 3 soil samples will be collected and submitted to a laboratory for analyses. The specific parameters to be analyzed in each sample will be pending on the IEPA 2017 work results. The shallowest sample will be analyzed first. If impact is identified, the next sample will then be analyzed, and so forth. If vertical delineation cannot be completed with the 3 soil samples collected and analyzed, additional mobilization will be warranted.
3. One soil sample will be collected from the potentially highly contaminated area and submitted to a laboratory for analyses of reactive sulfide, reactive cyanide, and TCLP 8 RCRA metals, per 35 IAC 742.305, Tiered Approach to Corrective Action Objectives (TACO).
4. One soil sample will be collected from three feet bgs and above groundwater table, and submitted to a laboratory for analysis of Foc/VOCs/SVOCs. The IEPA sample collected and analyzed for Foc was not analyzed for SVOC which is required by SRP.
5. Soil borings will be properly backfilled with soil cuttings and bentonite upon completion of the soil samples.
6. Groundwater monitoring wells installed by the IEPA in 2017 will be surveyed and the groundwater elevation will be measured.
7. Enroll the work area (northeast corner of the PA site) into the SRP. The enrollment fee (\$500) will be paid by the City of Rock Falls directly. The subsequent SRP review fee will be paid by the City directly.
8. A Comprehensive Site Investigation Report will be prepared and submitted to the IEPA for review and approval.

#### Compensation

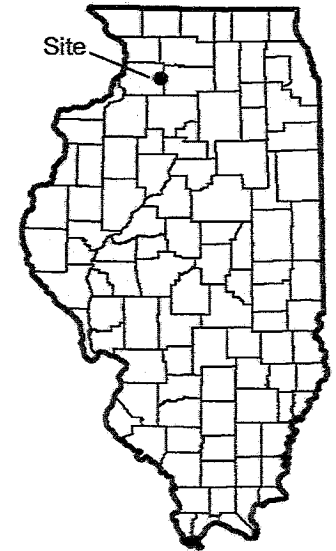
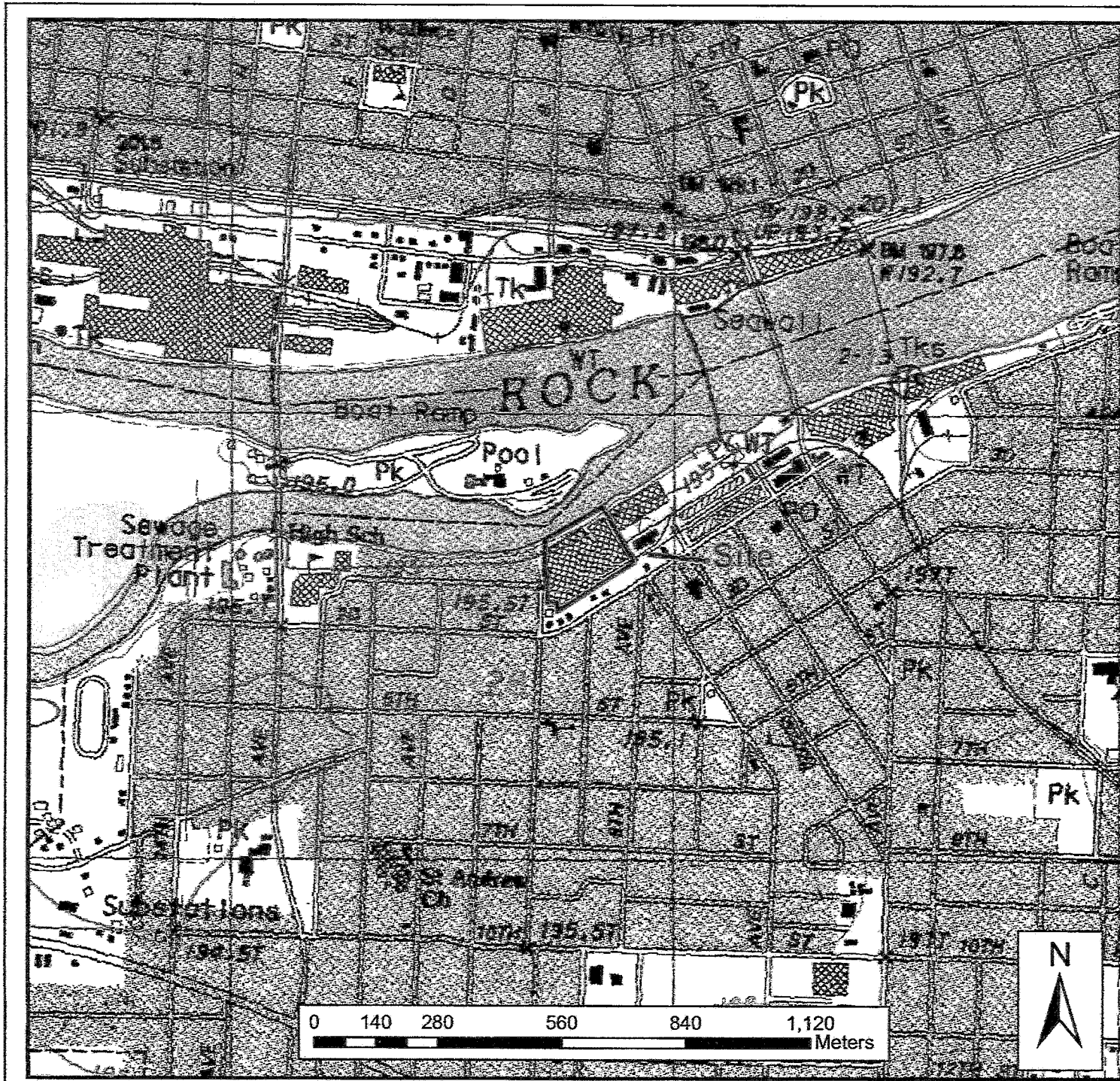
The proposed scope of work is time and materials with the following cost estimate. It is proposed in accordance with the agreement between the City and Rock Falls and Terracon executed on October 28, 2014 (Limestone Building USEPA Assessment Grant work).

Delineation

Consultant Labor (2014 USEPA grant rates)	\$4,000
Drilling	\$2,500
Vehicle/Equipment/Supplies	\$500
Laboratory Cost (including IEPA allowed handling charge)	\$5,000

Comprehensive Site Investigation Report Preparation \$8,000

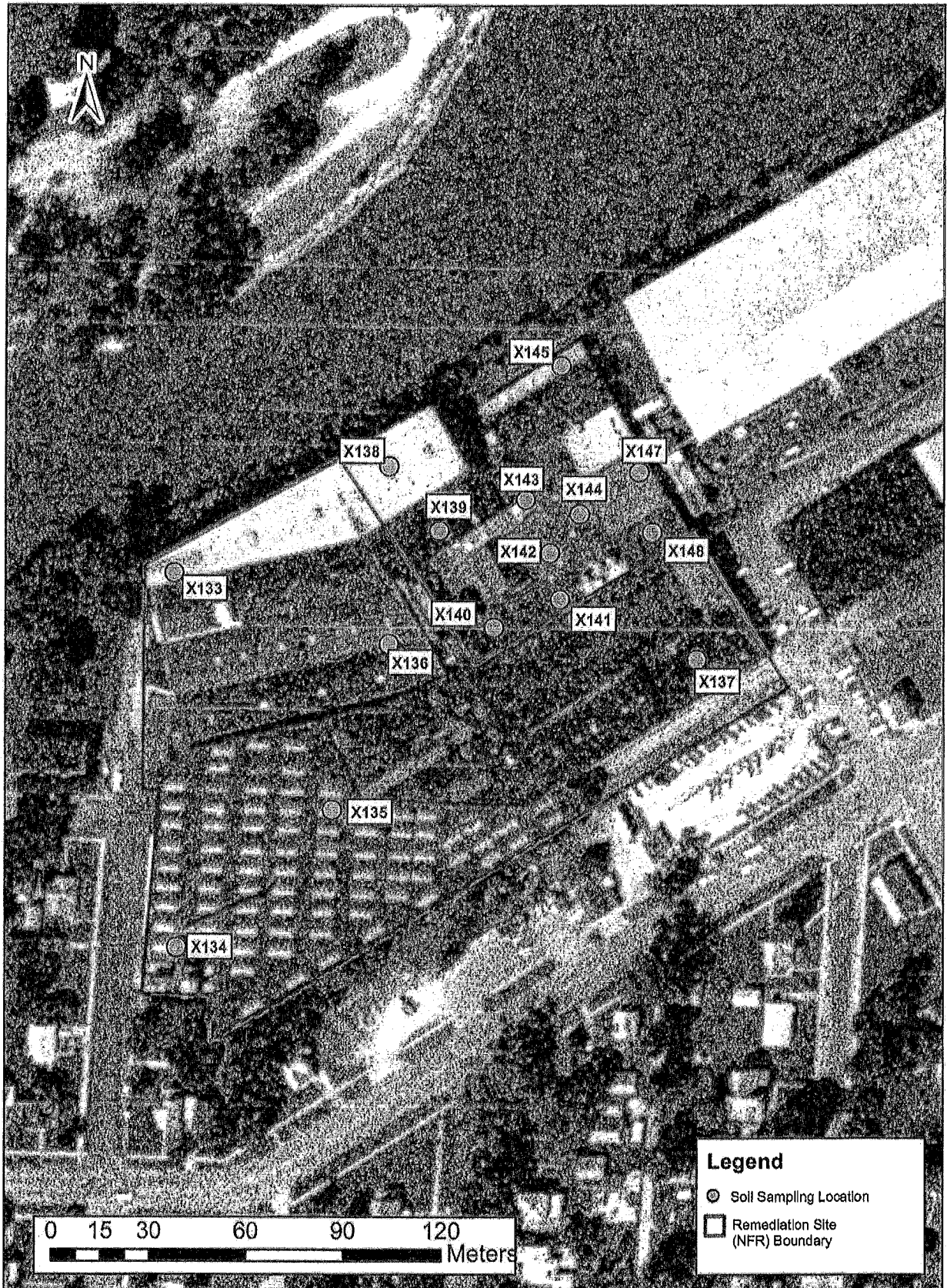
Total **\$20,000**



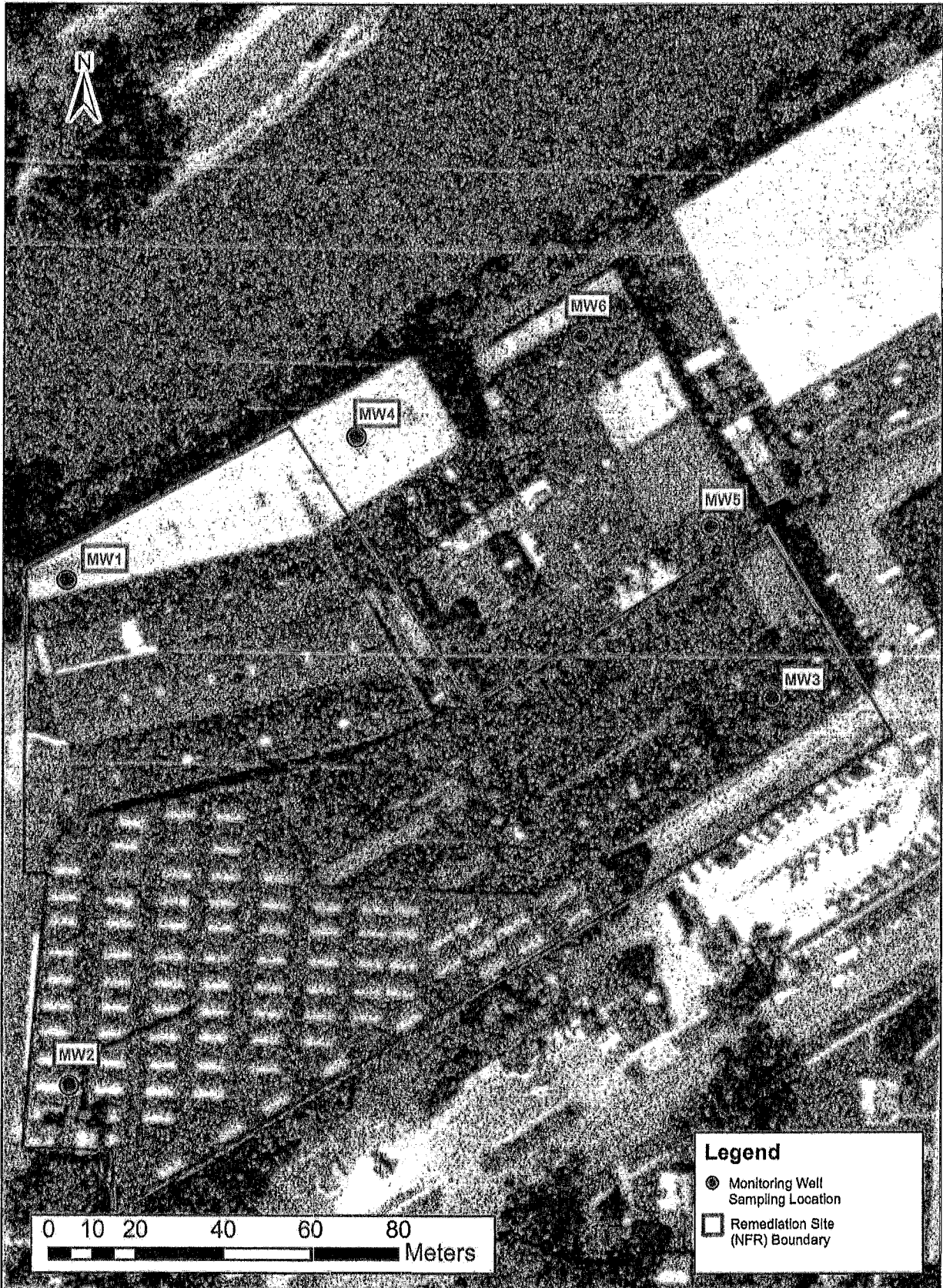
**Figure 1**

**Northwestern Steel and Wire - Rock Falls Site Location Map**

**Figure 2**  
Soil Sample Location Map  
2017 Targeted Brownfield Redevelopment Assessment  
Northwestern Steel and Wire - Rock Falls



**Figure 3**  
Groundwater Sample Location Map  
2017 Targeted Brownfield Redevelopment Assessment  
Northwestern Steel and Wire - Rock Falls



**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 13<sup>th</sup> Avenue, from the south side of the intersection with W. 14<sup>th</sup> 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.
  
- 3) Reconstruction of a portion of W. 5<sup>th</sup> Street, from the west side of the intersection with 11<sup>th</sup> Avenue and extending west to the east side of the intersection with 12<sup>th</sup> Avenue. 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, will also be completed. Project close-out includes restoration of all disturbed areas behind new curb and gutter.

Exhibit 2  
Description of Services

Construction Phase Engineering Services

Construction engineering services include a pre-construction meeting, construction lay-out and staking, and construction observation through project close-out. Fee for construction engineering reflects reconstruction of Buell Road (14<sup>th</sup> Avenue), 13<sup>th</sup> Avenue and W. 5<sup>th</sup> Street.

### Exhibit 3

#### Compensation

We propose to perform Construction Observation services for the 13<sup>th</sup> Avenue, Buell Road (14<sup>th</sup> Avenue) and W. 5<sup>th</sup> Street 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 \$49,700.00.

Should the City choose to reconstruct an additional residential street by excavation, backfilling with aggregate backfill and installation of a bituminous surface, at the unit costs bid by the contractor for the above-referenced project sites, additional construction observation services will be invoiced as Additional Services. Additional Services will be completed on an hourly basis at the current billing rates for the classification of personnel performing the work, as outlined on the attached billing schedule.

**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 W. 21<sup>st</sup> Street, from the west side of the intersection with 11<sup>th</sup> Avenue and extending west to the east side of the intersection with 13<sup>th</sup> Avenue. Construction shall consist of the installation of new curbs and gutters. Excavation and removal of deficient base material below the existing surface, followed by back-filling with crushed aggregate subbase and base courses will also be completed. It is anticipated that the City will place a seal-coat surface on the aggregate backfill during the summer of 2019. Reconstruction or replacement of existing inlets will be determined by the Wastewater Superintendent. Project close-out includes restoration of all disturbed areas behind new curb and gutter, including concrete, bituminous or aggregate driveways.

Exhibit 2  
Description of Services

Design Phase Engineering Services

- 1) Topographical survey and preparation of the following for W. 21<sup>st</sup> Street:  
Plan and Profile sheets, Typical Sections of the existing and proposed roadway,  
Schedule and Summary of Quantities and special provisions.

Construction Phase Engineering Services

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.



### Exhibit 3

#### Compensation

We propose to perform survey and design engineering services for the reconstruction of W. 21<sup>st</sup> Street, from 11<sup>th</sup> Avenue to 13<sup>th</sup> Avenue. 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 \$17,800.00.

RESOLUTION NO. 2018-784

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT ADDENDUM  
FOR CONTRACT DATED JULY 1, 2013 BY AND BETWEEN THE  
CITY OF ROCK FALLS AND MORING DISPOSAL, INC.**

**WHEREAS**, the City of Rock Falls ("City") entered into a contract with Moring Disposal, Inc. ("Contractor") dated July 1, 2013, for the collection and disposal of residential solid waste, recyclable materials, and yard waste in the City; and

**WHEREAS**, said contract provides for a termination date of June 30, 2018, unless otherwise terminated; and

**WHEREAS**, said contract has not been otherwise terminated as of the date hereof; and

**WHEREAS**, City and Contractor wish to extend the termination date of the described contract from June 30, 2018, to July 31, 2018, upon the terms and conditions outlined below.

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

That the Mayor be authorized to execute, and the City Clerk authorized to attest, the Contract Addendum in the form attached hereto as Exhibit A.

That the City hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct, and does incorporate them in to this resolution by this reference.

That all resolutions and parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

**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

**ADDENDUM TO CONTRACT DATED JULY 1, 2013, BY AND BETWEEN  
THE CITY OF ROCK FALLS AND MORING DISPOSAL, INC.**

**WHEREAS**, the City of Rock Falls (hereinafter "City") and Moring Disposal, Inc. (hereinafter "Contractor") entered into an Agreement for the collection and disposal of residential solid waste, recyclable materials and yard waste with the City dated July 1, 2013; and

**WHEREAS**, said contract provides for a termination date of June 30, 2018, pursuant to Article VII, "Term of Contract"; and

**WHEREAS**, the parties hereto have agreed to enter into an extension of the termination date to July 31, 2018, upon the terms and conditions outlined below.

**NOW, THEREFORE**, it is agreed by and between the City and Contractor, as follows:

1. City and Contractor hereby agree to amend the described contract dated July 1, 2013, to provide for a termination date of July 31, 2018. All services rendered shall be in accordance with the same terms and conditions as set forth in the original contract dated July 1, 2013, at the rates set forth in said contract from time period from July 1, 2016, to June 30, 2017.

IN WITNESS WHEREOF, the above and foregoing Addendum has been executed at Rock Falls, Illinois as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**City of Rock Falls, Illinois**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Moring Disposal, Inc., Contractor**

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

ATTEST:

\_\_\_\_\_  
Title

	PPO	HMO	Dental
	Trend Weighting	Trend Weighting	
	Option 3 50% Market / 50% Case	Option 2 25% Market / 75% Case	
Barrington	9.7%	-0.5%	
Bloomington	7.5%	-0.5%	-5.9%
Bloomington	-3.6%	-0.5%	
Buffalo Grove	0.4%	-0.5%	9.4%
Carol Stream		3.0%	-6.1%
Carpentersville	-2.2%	4.5%	
Clarendon Hills			-3.5%
Crystal Lake	2.6%	0.0%	-2.9%
Deerfield	7.2%	1.5%	-9.2%
DeKalb	1.5%	0.5%	9.4%
Des Plaines	3.4%	2.0%	9.4%
DePage Forest Preserve	7.6%	-0.5%	-3.5%
Elk Grove Village	2.8%	4.5%	
EPO	13.6%		
Evanston	1.7%	4.5%	
EWBC (Without Rantoul)	-2.6%	4.5%	-10.6%
Franklin Park	13.6%	3.5%	
Glenview	6.4%	4.0%	9.4%
Hanover Park	11.5%	2.0%	9.4%
Highland Park	4.3%	2.0%	-6.8%
Hoffman Estates	8.4%	4.5%	-3.1%
Homewood	-0.8%	2.0%	
JAWA		4.5%	2.3%
Kane County	13.6%	1.0%	
Lombard	6.0%	-0.5%	
McHenry County	-1.0%	2.0%	
Morton Grove	-6.4%	-0.5%	
Mount Prospect	7.0%	4.5%	-10.6%
NIHL	<b>4.8%</b>	1.5%	<b>6.3%</b>
Northbrook and Northbrook Library	5.5%	4.5%	-6.4%
NWHP	6.6%	2.5%	-4.7%
Oswego and Oswego Land Park District	13.6%	4.5%	-4.8%
Park Ridge	-1.9%	2.0%	
QCHP	-2.7%		
Rantoul	13.6%		7.1%
Rolling Meadows	5.3%	2.5%	-4.5%
SCDCBP		3.0%	
Schaumburg	3.2%	-0.5%	
SIHL	3.3%	2.0%	-10.6%
SWAHM	-1.3%	-0.5%	2.1%
West Chicago	-6.4%	1.5%	7.6%
Westmont and Westmont Park District	3.7%	4.0%	-10.6%
Wheaton	7.9%	0.0%	
Wheeling	3.4%	1.5%	
Wood Dale	-0.7%	0.5%	-0.4%
<b>Total</b>	<b>3.6%</b>	<b>2.0%</b>	<b>-0.6%</b>

City of Rock Falls

13.78%

Member Premium

2017-2018 Billed/Paid	2018-2019 Actual Cost
\$474,710	\$550,554

Exposures

	2017-2018	2018-2019	% Change
Property Values	\$83,582,694	\$85,623,577	2%
Payrolls	\$4,878,110	\$4,692,572	-4%
Employees	88	81	-8%
Revenue	\$21,779,017	\$22,661,827	4%
Vehicles	75	74	-1%
Population	9,266	8,993	-3%

2017-2018 Loss History

2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
\$175,127	\$318,279	\$107,781	\$305,212	\$379,325

↑  
Removed from Allocation

↑  
Added to Allocation



**Gallagher**

Insurance | Risk Management | Consulting