

City of Rock Falls

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

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

Pam Martinez
815-622-1100

City Treasurer

Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls, IL 61071

May 20, 2025
5:30 p.m.

Call to Order at 5:30 p.m.
Pledge of Allegiance
Roll Call

Audience Requests

Community Affairs - Rock Falls Chamber of Commerce, Sam Smith President/CEO

Consent Agenda:

1. Approval of minutes from the May 6, 2025 City Council Meeting ☞
2. Approval of bills as presented ☞

City Administrator Robbin Blackert:

1. Approve recommendation from the Utility Committee to approve the quote from Kunes Auto CDJR of Sterling, 3200 E Lincolnway, Sterling, IL 61081, for a 2024 Ram 2500 Tradesman 4WD Truck with Plow Package in the amount of \$58,781.00 for the Wastewater Department. ☞
2. Approve recommendation from the Utility Committee to waive bidding for Traffic Signal Video Detection project at the intersection of 1st Ave and 3rd Street.
3. Approve recommendation from the Utility Committee to approve the proposal from Helm Electric, 1514 W 4th St, Sterling, IL 61081 for Traffic Signal Video Detection at the intersection of 1st Ave and 3rd St in the amount of \$36,000.00. ☞
4. Approve recommendation from the Utility Committee for the purchase of a Trailer Mounted Underground Puller from Sherman & Reilly, 400 West 33rd St, Chattanooga, TN 37410 in the amount of \$212,972.00. ☞
5. Approve recommendation from the Utility Committee to approve a 10-year Lease Agreement 3088 with the Illinois Department of Natural Resources for a 12" Storm pipe under the canal in the amount of \$1,210.00. ☞
6. Approve the Engineering Agreement with Willett, Hofmann & Associates, 809 E 2nd St, Dixon, IL 61021 for the New Fine Screen and Vactor Waste Drying Facility in the amount of \$223,500.00. ☞

Information/Correspondence

Matt Cole, City Attorney

Corey Buck, City Engineer

Aldersperson Reports/Committee Chairman Requests**Ward 1**

Aldersperson Bill Wangelin – Public Works/Public Property Committee Chairman/Tourism Committee

Aldersperson Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

Ward 2

Aldersperson Vickey Byrd

Aldersperson Marshall Doane

Ward 3

Aldersperson Steve Dowd – Police Fire Committee Chairman

Aldersperson Nathan Stahr

Ward 4

Aldersperson Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

Aldersperson Cathy Arduini

Mayor's Report:**Executive Session:**

1. Enter into Executive Session for the purposes of:
 - a. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance

Any action taken from Executive Session**Adjournment**

Next City Council Meeting – June 3, 2025, at 5:30 p.m.

Posted: May 16, 2025

Michelle Conklin, Deputy City Clerk

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

City of Rock Falls

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

Regular meeting minutes of the Mayor and Aldermen of the City of Rock Falls

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on May 6, 2025, in the Council Chambers by Mayor Rod Kleckler.

City Clerk Pam Martinez called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen Wangelin, Snow, Byrd, Dowd, Stahr, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present. Absent Alderwoman McKanna.

Audience request:

None

Community Affairs: Rock Falls Chamber of Commerce, Sam Smith President/CEO

Sam Smith, President/CEO presented updates on many events happening this summer in Rock Falls. Mother's Day Shop Hop until May 11, 2025, May 13th, 2025, ribbon cutting for Cledy's House of Hope noon, May 16-18, 2025, Garage Sale days, Summer Splash, June 21, 2025 – One day only.

Approval of Minutes:

1. Approval of the minutes of the April 15, 2025, City Council Meeting.
A motion was made by Alderman Wangelin to approve minutes of the April 15, 2025, City Council Meeting and second by Alderwoman Byrd.
Vote 7 aye, motion carried.

City Administrator Blackert:

City Administrator Blackert presented Alderman Brian Snow with a gift for appreciation for his 20 years of civic duty to the residence of Rock Falls.

Alderman Snow thanked the residence of Rock Falls and the City Council for the past 20 years for allowing him to serve the City of Rock Falls.

Seating of Newly Elected Officials:

Karen Stralow, Whiteside County Clerk, County Canvassing Board of Whiteside County, Illinois completed the Canvass of Votes cast April 1, 2025, Consolidated Election.

Results are as follows:

Rodney G. Kleckler, Mayor
Pamela J. Martinez, City Clerk
Kay M. Abner, City Treasurer
William Wangelin, Ward 1 Alderperson
Marshall Doane, Ward 2 Alderperson
Vickey Byrd, Ward 2 Alderperson (2-year unexpired term)
Steven Dows, Ward 3 Alderperson
Cathy Arduini, Ward 4 Alderperson (2-year unexpired term)
Violet L. Sobottka, Ward 4 Alderperson

Mayor Kleckler gave the Oath of Office to Pamela Martinez, City Clerk.
City Clerk Pamela Martinez gave the Oath of Office to Mayor Rodeny Kleckler

City Clerk Pam Martinez gave the Oath of Office to:

William Wangelin, Ward 1 Alderperson
Marshall Doane, Ward 2 Alderperson
Vickey Byrd, Ward 2 Alderperson (2-year unexpired term)
Steven Dows, Ward 3 Alderperson
Cathy Arduini, Ward 4 Alderperson (2-year unexpired term)
Violet L. Sobottka, Ward 4 Alderperson

Roll Call

City Clerk Pam Martinez called the roll following the Oath of Office. A quorum was present including Mayor Kleckler, Aldermen Wangelin, Byrd, Doane, Dowd, Stahr, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present. Absent Alderwoman McKanna.

Consent Agenda:

Consent Agenda items 1-2 were read aloud by City Clerk Pam Martinez.

1. Approval of bills as presented.
2. Approve Mayor's appointment of Rober Rank to fill the open seat on the Planning/Zoning Commission (Term to be 05-06-2025 through 04-30-2027).

A motion was made by Alderwoman Sobottka to approve the Consent Agenda and second by Alderman Wangelin.

Vote 6 aye, 1-Recused (Doane), motion carried.

Ordinance 2nd Reading and Adoption:

1. Ordinance 2025-2694 – Authorizing the disposal of a 2005 Ford Econoline E150.
A motion was Alderman Wangelin to approve Ordinance 2025-2694 – Authorizing the disposal of a 2005 Ford Econoline E150 for second reading and adoption and second by Alderman Dowd.

Vote 6 aye, 1- Recused (Doane), motion carried.

City Administrator:

1. Approval of an Intergovernmental Agreement by and between the Board of Education of Rock Falls Township High School District No. 301 and the City of Rock Falls, Regarding School Security Equipment

Mayor Kleckler Removed from Agenda.

2. Recommendation from the Utility Committee to approve the Utility Office Write-Offs for January 2025 – March 2025.

A motion was made by Alderwoman Sobottka to approve the recommendation from the Utility Committee to approve the Utility Office Write-Offs for January 2025 – March 2025 and second by Alderman Dowd.

Vote 7 aye, motion carried.

3. Recommendation from the Utility Committee to approve the request from John Watts with Touch-A-Truck to waive fees for the Touch-A-Truck event.
A motion was made by Alderwoman Sobottka to approve the recommendation from the Utility Committee to approve the request from John Watts with Touch-A-Truck to waive fees for a Touch-A-Truck event and second by Alderwoman Arduini.

Vote 7 aye, motion carried.

4. Recommendation from the Utility Committee to waive bidding for the project to locate water services under the IEPA Grant.
A motion was made by Alderwoman Sobottka to approve the recommendation from the Utility Committee to waive bidding for the project to locate water services under the IEPA Grant and second by Alderwoman Arduini.
Vote 6 aye, 1-Recused (Doane), motion carried.
5. Recommendation from the Utility Committee to accept the quote received from Kirby Cable Service, 17842 Sumner Road, Pecatonica, IL in the amount of \$36,500.00 to locate approximately 150 locations to verify water services material.
A motion was made by Alderwoman Sobottka to approve the recommendation from the Utility Committee to accept the quote received from Kirby Cable Service, 17842 Sumner Road, Pecatonica, IL in the amount of \$36,500.00 to locate approximately 150 locations to verify water services material and second by Alderman Dowd.
Vote 7 aye, motion carried.
6. Recommendation from the Utility Committee to approve the purchase of a 2024 Ford Super Duty F-250 from Dixon Ford, 489 IL 2, Dixon, IL for the Water Department in the amount of \$57,875.70.
A motion was made by Alderman Wangelin to approve the Recommendation from the Utility Committee to approve the purchase of a 2024 Ford Super Duty F-250 from Dixon Ford, 489 IL 2, Dixon, IL for the Water Department in the amount of \$57,875.70 and second by Alderwoman Arduini.
Vote 7 aye, motion carried.

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property Committee to approve the bid for the Micro Parking Lot Construction & Sidewalk Connection to Martin & Company Excavating, 2456 East Pleasant Grove Road, Oregon, IL 61061 in the amount of \$876,141.57 and second by Alderman Dowd.

Vote 6 aye, 1-Recused (Doane), motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property Committee to approve Maintenance Engineering to be Performed by a Consulting Engineer for Section Number 25-00000-00-GM and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property Committee to approve the Local public Agency General Maintenance Estimate of Maintenance Costs for Section Number 25-00000-00-GM and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

A motion was made by Alderman Wangelin to approve the Recommendation from the Public Works/Public Property Committee to approve Resolution Number 2025-935 – Resolution for Maintenance Under the Illinois Highway Code and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

Alderman Doane thanked Brian Snow for his service to the City of Rock Falls.

Mayor's Report:

Mayor Kleckler read the Proclamation for Municipal Clerk week, May 4 to May 10, 2025 and presented City Clerk Pam Martinez and Deputy Clerk Michelle Conklin with the Proclamation.

Executive Session:

1. Enter into Executive Session for the purposes of:
 - a. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance

A motion was made by Alderman Wangelin to move into Executive Session and second by Alderwoman Sobottka. (5:56 pm)

Vote 7 aye, motion carried.

Any action taken from Executive Session:

A motion was made by Alderwoman Sobottka to hire the paid part time for the Tourism Department and second by Alderwoman Arduini.

Vote 6 aye, 1-Recused (Doane), motion carried.

A motion was made by Alderwoman Sobottka to adjourn and second by Alderwoman Arduini.

Vote via voice, all approved (5:59 p.m.)

Pamela Martinez
Pamela Martinez, City Clerk

CITY OF ROCK FALLS
603 W 10th Street
Rock Falls, Illinois

05/20/2025 Council Meeting

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

Tourism	\$11,262.85
General Fund	\$78,794.64
Building Code Demolition Fund	\$50,200.00
Industrial Development	\$33.70
TIF Downtown Redevelopment	\$1,229.91
Electric	\$52,333.80
IT Fund	-\$14.99
Sewer	\$43,718.60
Water	\$113,138.81
Garbage	\$48,414.46
Customer Service Center	\$6,456.62
Drug Fund	\$2,388.00
Customer Utility Deposits	\$886.17
	<u>\$408,842.57</u>

Alderman McKanna
Alderman Wangelin
Alderman Byrd
Alderman Stahr

DATE: 05/08/25
TIME: 13:34:51
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/09/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA		395.00
1289	CITY OF ROCK FALLS UTILITIES		46.98
2796	U.S. CELLULAR		102.58
4149	ROCK FALLS FOP LODGE #215		300.00
5161	HUGHES MEDIA CORP		795.00
5314	LINK MEDIA OUTDOOR		1,709.00
5389	MELINDA JONES		88.20
771	PINNEY PRINTING CO		100.80
T0000347	FRANCINE BELLSON		16.94
T0002649	MEAD'S BIKE SHOP		218.98
T0005115	TASTE OF FIESTA		500.00
T0005619	WQAD-TV/WQAD2/WQAD3		1,000.00
T0005770	AJ SCHMALL		600.00
T0005812	THE RADAR FREE PRESS		350.00
T0005879	ROCK FALLS FIREFIGHTERS		500.00
T0005970	TOWNSQUARE MEDIA		300.00
	TOURISM		7,023.48
GENERAL FUND			
01	ADMINISTRATION		
176	PETTY CASH		25.50
4478	STERLING FENCE - GARAGE		53.00
621	CIVICPLUS LLC		6,669.18
795	SBM BUSINESS EQUIPMENT CENTER		24.00
807	SAUK VALLEY COMMUNITY COLLEGE		5,000.00
T0005971	PASCHALL ENTERPRISES INC		43.00
T0005978	SOMEONE'S IN THE KITCHEN		53.00
	ADMINISTRATION		11,867.68
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER		24.00
	CITY ADMINISTRATOR		24.00
05	CITY CLERK'S OFFICE		
5308	LEAF		92.71
	CITY CLERK'S OFFICE		92.71

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/09/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES		1,169.02
1622	C.O.P.S. & F.I.R.E. PERSONNEL		675.00
176	PETTY CASH		13.53
4212	WHITESIDE COUNTY		10,364.11
4508	LEXISNEXIS RISK DATA MGT LLC		200.00
4981	AT&T MOBILITY		640.35
5308	LEAF		194.71
	POLICE		13,256.72
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM		1,700.00
	CODE HEARING DEPARTMENT		1,700.00
10	STREET		
1279	WILCO RENTAL		84.50
1289	CITY OF ROCK FALLS UTILITIES		543.59
194	GRUMMERT'S HARDWARE - R.F.		1.94
34	ALTORFER INC.		26.02
4529	RAYNOR DOOR AUTHORITY		1,680.00
4827	KELLEY WILLIAMSON COMPANY		258.31
852	S.J. SMITH CO INC		124.00
T0003069	BOSS ROOFING-SIDING EXPERTS		18,484.52
	STREET		21,202.88
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES		5,395.51
4640	TERRACON CONSULTANTS		2,016.25
533	ELECTRONICS, INC.		50.00
	PUBLIC PROPERTY		7,461.76
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES		1,261.06

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 05/09/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
13	FIRE		
2451	MENARDS		56.88
423	AT&T		77.85
4385	DINGES FIRE COMPANY		390.50
4676	NATHAN HARTMAN		16.60
4827	KELLEY WILLIAMSON COMPANY		133.05
4981	AT&T MOBILITY		271.68
5308	LEAF		92.71
5421	BENJAMIN HARVEY		124.60
T0000034	AMERICA'S INK AND TONER SUPPLY		479.36
T0005879	ROCK FALLS FIREFIGHTERS		200.00
T0005973	NORTH CENTRAL WATER RESCUE		400.00
	FIRE		3,504.29
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
T0005977	TUCKER & ASSOCIATES, LLC		20,000.00
T0005979	KLECKNER EXCAVATING INC		30,200.00
	BUILDING CODE DEMOLITION FUND		50,200.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1289	CITY OF ROCK FALLS UTILITIES		33.70
	INDUSTRIAL DEVELOPMENT		33.70
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY		66.00
	EMPLOYEE GROUP INS		66.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1289	CITY OF ROCK FALLS UTILITIES		569.35
	DOWNTOWN REDEVELOPMENT		569.35

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/09/2025

VENDOR # NAME		PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC		62.14
1289	CITY OF ROCK FALLS UTILITIES		16,639.34
194	GRUMMERT'S HARDWARE - R.F.		101.64
2187	BORDER STATES INDUSTRIES INC		272.20
2451	MENARDS		217.22
283	ANIXTER INC		130.00
4620	TRI-COUNTY OPP COUNCIL		316.52
5299	GREAT WESTERN SUPPLY CO		14.88
533	ELECTRONICS, INC.		1,774.88
5332	TYNDALE		129.90
5343	QP TESTING LLC		1,750.00
5369	HELM ELECTRIC		212.00
795	SBM BUSINESS EQUIPMENT CENTER		73.00
T0004455	ROCK RIVER CARTAGE INC		396.39
	OPERATION & MAINTENANCE		22,090.11
SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES		19,337.38
194	GRUMMERT'S HARDWARE - R.F.		13.49
2517	WM CORPORATE SERVICES INC		7,353.40
34	ALTORFER INC.		5,159.56
4119	USA BLUE BOOK		665.62
533	ELECTRONICS, INC.		78.00
5369	HELM ELECTRIC		1,135.00
651	NICOR		115.98
	OPERATION & MAINTENANCE		33,858.43
WATER FUND			
40	WATER		
624	DIXON FORD VW		57,875.70
	WATER		57,875.70
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES		8,392.39

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/09/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.		108.35
2301	STERLING NAPA		162.70
2451	MENARDS		173.90
4361	FERGUSON WATERWORKS #2516		7,958.91
4387	AMERICAN LEAK DETECTION		800.00
4827	KELLEY WILLIAMSON COMPANY		308.94
5141	CINTAS CORPORATION		107.00
5337	PACE ANALYTICAL SERVICES LLC		3,585.50
67	B & D SUPPLY CO.		119.67
774	ROCK RIVER READY MIX		229.68
	OPERATION & MAINTENANCE		21,947.04
GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES		48,116.20
1289	CITY OF ROCK FALLS UTILITIES		195.67
194	GRUMMERT'S HARDWARE - R.F.		4.48
2451	MENARDS		35.14
	GARBAGE		48,351.49
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5366	GILA LLC		555.00
	CUSTOMER SERVICE CENTER		555.00
DRUG FUND			
56	DRUG ABUSE		
4981	AT&T MOBILITY		42.24
	DRUG ABUSE		42.24
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/09/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005974	SARA SPRINGER		146.37
T0005975	PATRICIA JACKSON		100.00
T0005976	RILEY DZIUDZEK		68.84
	CUSTOMER UTILITY DEPOSITS		315.21
	TOTAL ALL DEPARTMENTS		302,037.79

INVOICES DUE ON/BEFORE 05/16/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER		995.37
5231	KWQC/IKWQC		300.00
753	ROCK FALLS CHAMBER OF COMMERCE	500.00	500.00
829	SELF HELP ENTERPRISE		39.00
T0005334	STERLING ROCK FALLS JAYCEES		500.00
T0005776	WIFR/GIFR/EIFR/DSLN/WSLN		50.00
T0005983	SICK MAGAZINE INC		1,855.00
	TOURISM		4,239.37
GENERAL FUND			
01	ADMINISTRATION		
5015	CARD SERVICE CENTER		95.00
795	SBM BUSINESS EQUIPMENT CENTER	121.00	1,635.00
	ADMINISTRATION		1,730.00
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	121.00	1,635.00
	CITY ADMINISTRATOR		1,635.00
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER		42.48
	CITY CLERK'S OFFICE		42.48
06	POLICE		
2451	MENARDS	483.14	127.69
3137	MOELLER MYERS & ASSOCIATES PC		140.00
4368	JEREMY VONDRA		80.00
5015	CARD SERVICE CENTER		3,767.46
5169	MOTOROLA SOLUTIONS		1,150.00
5277	PAPER RECOVERY SERVICE CORP		85.00
T0004412	PHYSICIANS IMMEDIATE CARE		253.00
T0005488	LENS EQUIPMENT		995.00
	POLICE		6,598.15

INVOICES DUE ON/BEFORE 05/16/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
1224	AIRGAS USA LLC	62.14	34.16
194	GRUMMERT'S HARDWARE - R.F.	229.90	170.98
2212	ALLIANCE MATERIALS INC		220.79
2451	MENARDS	483.14	347.83
34	ALTORFER INC.	5,185.58	72.80
4938	MICHLIG ENERGY LTD		1,229.60
5015	CARD SERVICE CENTER		28.22
5329	BF ENGINEERING PLLC		50.00
5394	OLIVIA GUTIERREZ		125.00
5410	LOGAN CONTRACTORS INC		540.00
651	NICOR	115.98	653.11
795	SBM BUSINESS EQUIPMENT CENTER	121.00	84.70
852	S.J. SMITH CO INC	124.00	7.87
	STREET		3,565.06
12	PUBLIC PROPERTY		
5015	CARD SERVICE CENTER		76.62
651	NICOR	115.98	172.98
	PUBLIC PROPERTY		249.60
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	229.90	14.39
2301	STERLING NAPA	162.70	82.85
2451	MENARDS	483.14	56.88
5015	CARD SERVICE CENTER		2,552.70
5370	TARGET SOLUTIONS LEARNING LLC		2,538.60
5421	BENJAMIN HARVEY	124.60	120.40
5435	CAMERON REUTER		432.49
	FIRE		5,798.31
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	229.90	8.09
2451	MENARDS	483.14	652.47
	DOWNTOWN REDEVELOPMENT		660.56

DATE: 05/15/25
TIME: 12:39:01
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 05/16/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	229.90	23.39
2212	ALLIANCE MATERIALS INC		44.59
2910	SCHWEITZER ENGINEERING		2,156.59
4148	BHMG ENGINEERS		14,956.50
4866	LOESCHER		646.88
4888	VERMEER ILLINOIS INC		790.82
5008	POWER SYSTEM ENGINEERING INC		675.00
5015	CARD SERVICE CENTER		1,205.86
5332	TYNDALE	129.90	220.95
5438	KLEINSCHMIDT ASSOCIATES		6,542.05
5440	HILTI INC		2,306.00
651	NICOR	115.98	520.06
825	ILLINOIS SECRETARY OF STATE		155.00
	OPERATION & MAINTENANCE		30,243.69
IT FUND			
22	IT FUND		
5015	CARD SERVICE CENTER		-14.99
	IT FUND		-14.99
SEWER FUND			
38	OPERATION & MAINTENANCE		
4045	SCADAWARE, INC.		559.70
4796	VERIZON WIRELESS		280.12
5015	CARD SERVICE CENTER		3,013.46
5283	RHINO INDUSTRIES INC		1,944.00
5329	BF ENGINEERING PLLC		700.00
651	NICOR	115.98	3,362.89
	OPERATION & MAINTENANCE		9,860.17
WATER FUND			
40	WATER		
1449	QUALITY READY MIX		1,337.50
4361	FERGUSON WATERWORKS #2516	7,958.91	20,082.70
5015	CARD SERVICE CENTER		1,030.00
	WATER		22,450.20

INVOICES DUE ON/BEFORE 05/16/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX		1,564.25
2212	ALLIANCE MATERIALS INC		448.26
2796	U.S. CELLULAR	102.58	466.36
4141	BEHRENS TRUCKING &		900.00
4361	FERGUSON WATERWORKS #2516	7,958.91	133.92
4447	FRANK'S SMALL ENGINE REPAIR		223.36
5118	SIKICH CPA LLC		3,700.00
5143	HAWKINS, INC		2,167.00
5171	FERGUSON ENTERPRISES LLC		698.37
651	NICOR	115.98	279.95
774	ROCK RIVER READY MIX	229.68	284.40
	OPERATION & MAINTENANCE		10,865.87
GARBAGE FUND			
50	GARBAGE		
651	NICOR	115.98	62.97
	GARBAGE		62.97
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5206	JENNA KUSTER		615.13
5309	QUADIENT LEASING USA INC		1,439.82
5316	ONSOLVE LLC		3,810.67
5366	GILA LLC	555.00	36.00
	CUSTOMER SERVICE CENTER		5,901.62
DRUG FUND			
56	DRUG ABUSE		
4150	STREICHER'S		2,345.76
	DRUG ABUSE		2,345.76
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		

INVOICES DUE ON/BEFORE 05/16/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005940	ALEJANDRA LOPEZ		21.66
T0005980	RICARDO RAMIREZ		55.26
T0005981	CHARLES LARRY		92.24
T0005982	JOSHUA KERBER		201.80
T0005984	ADDISON MILLS		200.00
CUSTOMER UTILITY DEPOSITS			570.96
TOTAL ALL DEPARTMENTS			106,804.78

VEHICLE QUOTATION SPECIFICATIONS

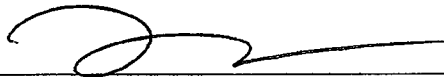
Specifications:	
Color	Oxford White *preference ✓
Fuel	Gasoline ✓
Transmission	Automatic ✓
Cab	Regular or Extended
Payload	¾ Ton ✓
Drive	4 Wheel Drive ✓
Option	Trailer Tow Package/Trailer Control Brake ✓
Option	Splash Guards \$200
Option	All Terrain Tires ✓
Option	Snow Plow Package ✓
Option	Air Conditioning ✓
Option	Cruise Control ✓
Option	Running Boards ✓
Option	Spray In Bedliner ✓
Options:	List Additional Options
Optional →	Western Plow +\$6,860.00

QUOTED PRICE FOR VEHICLE \$51,921.00 w/o Plow \$ \$58,781.00 w/ Plow

Days for Delivery Following Notification

Same Day

Signature of Bidder



Scott Bice

Title

Sales Manager

Name of Company

Kunes Auto CDJR of Sterling

Address

3200 G. Lincolnway, Sterling, IL 61081

Date

5/1/25

Telephone

815-625-2290

Email

sofbc85@gmail.com



Helm Electric
Sterling
1514 W. Fourth St.
Sterling, IL 61081
815-625-5949

Helm Electric
Rockford
5280 11th St.
Rockford, IL 61109
815-625-5949

04/02/2025

REVISION: 0

ATTN: City of Rock Falls – Larry Hanrahan

RE: First Avenue & 3rd Street, Traffic Signal Vehicle Video Detection

HELM ELECTRIC is pleased to provide this proposal for the electrical scope for the above referenced project.

Electrical scope: Supply all material, labor, and equipment to install video detection for traffic signals at (1) intersection. (1st Ave & 3rd St)

- **Required traffic control is included.**
- **Start-up and commissioning of the intersection with an IDOT certified traffic signal video detection supplier is included.**

Exclusions:

- | | |
|--|---|
| 1. Bonds, permits, or allowances | 10. Seismic restraints or seismic calculations |
| 2. Utility fees | 11. Erosion control, storm water prevention, hazardous waste control or removal |
| 3. MBE/WBE/PBE/VBE or workforce requirements | 12. Overtime or shift premiums |
| 4. Saw cutting or patching floor, drives, walks etc. | 13. Site temporary facilities/barriers |
| 5. Rock or frost excavation | 14. Temporary site toilets/accessories |
| 6. Temporary power & lighting | 15. Equipment warranties extended past manufacturer standards |
| 7. Concrete transformer or housekeeping pads | 16. Liquidated damage fees |
| 8. HVAC control wiring or conduit | 17. Painting of any kind |
| 9. Landscaping or seeding of trenched areas | |

Notes:

- Helm Electric is not responsible for delays due to supply chain issues and material lead times.
- This proposal is valid for 60 days from date of proposal after which time it is subject to review & confirmation.
- Any required temporary facilities for our use shall be provided by others.
- Any required dumpsters for our use shall be provided by others.
- All available construction drawings in pdf, REVIT, and dwg format will be provided to Helm Electric at no cost.
- All addenda & pre-contract RFI items shall be integrated into files prior to release to Helm Electric.
- Material sales tax is NOT included.
- Terms: monthly progress payments, payable Net 30. Payments allowed for stored materials either on jobsite, at our warehouse facilities, or at insured remote warehouse.



Helm Electric
Sterling
1514 W. Fourth St.
Sterling, IL 61081
815-625-5949

Helm Electric
Rockford
5280 11th St.
Rockford, IL 61109
815-625-5949

BASE BID\$36,000.00

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kody Stangeland".

Kody Stangeland - Estimator
kstangeland@helmgroupp.com
(779) 245-3112

Acceptance of Proposal — The above price(s), scope of work, specifications, and conditions are satisfactory and are hereby accepted. Helm Electric is authorized to proceed with the work as noted above and specified.

Date of Acceptance: _____ Signature: _____

Printed Name: _____



Quote: 13377

Page: 1/3

Michelle Conklin
CITY OF ROCK FALLS
603 W. 10TH ST
ROCK FALLS IL 61071

Date: Apr 14, 2025
Your Reference: DDHXA-75
Valid To: May 29, 2025
Request Date: May 29, 2025
Customer Number: 221085

Contact: 8967 Rouzer Group
E-Mail: sales@sherman-reilly.com

Dear Sir or Madam,
Thank you for your interest. We offer the following items:

Line	Product	Description	Quantity	Net Price	Net Value
10	620829	DDHXA-75;CNDX ADPTR_2-6; UG71+FALCONBIRDS	1 Each	212,972.00 USD / 1 Each	212,972.00 USD
List Price212,972.00 USD / 1 Each212,972.00 USD DDHXA-75 - 7,500 lb. Trailer Mounted Underground Puller with Electric Brakes, Diesel Engine, Air Compressor, (3) Hydraulic Jacks, 3/8" x 2,000' Steel Pulling Cable, RF remote controlled Hydraulic Boom, Tensiometer, Digital Electronic Load Recorder, and Digital display for all machine operations; diagnostics and pull status. Included Accessories: 1. Air Adapter Kit To Fit 2", 2-1/2", 3", 4", 5" and 6" Conduit 2. Set, UG-71 Underground Blocks to fit sizes 2", 2-1/2", 3", 4", 5" & 6"					

Total Item Net Value 212,972.00 USD
Total 212,972.00 USD

Payment Terms: 30 days net
Incoterms: FOB Origin, -

QUOTE DOES NOT INCLUDE SHIPPING AND HANDLING.
ESTIMATED LEAD TIME IS 90-120 DAYS AFTER RECEIPT OF ORDER.

DELIVERY LEADTIME IS CONTINGENT ON FIRST RECEIPT OF PURCHASE ORDERS RELATED TO
ACTIVE QUOTES IN-PROCESS. S+R WILL EITHER CONFIRM OR PROVIDE AN UPDATED DELIVERY
LEADTIME AT THE TIME OF PURCHASE ORDER RECEIPT.

Prices quoted are based on current tariff rates and are subject to change in the event of future tariff increases,

Sherman & Reilly, Inc.
400 West 33rd Street
Chattanooga, TN 37410 USA
www.sherman-reilly.com

Agreement Number: 3088
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as “IDNR,” and CITY OF ROCK FALLS, hereinafter referred to as “LICENSEE”;

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE: For and in consideration of the mutual covenant and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR and LICENSEE agree to the following:

1. PREMISES DEFINED: Subject to all terms and condition of this Agreement, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Hennepin Canal, shown on the attached Exhibit B (hereinafter “Premises”), and legally described as follows:

A tract of land designated as a part of Plat No. IM-326, and a part of Plat No. IM-327, situated in the County of Whiteside, State of Illinois, being part of the right-of-way land of the Hennepin Canal Feeder, located in Lot No. 10 of the E½ of Section 27, Township 21 North, Range 7 East of the 4th Principal Meridian (according to a plat recorded in Plat Book 4, page 18, of the Office of the Recorder of Deeds of Whiteside County), and being more particularly described as follows, all bearings being referred to true north:

Beginning at the northwest corner of said Lot 10; thence north 89° 51' east, 68.2 feet along the north line thereof to a point; thence south 71° 49' east to a point on the westerly slope of the prism of said Hennepin Canal Feeder; thence southwesterly 30 feet, more or less, along said westerly slope to a point; thence north 71° 49' west to a point which is 30 feet southerly from the north line of said Lot 10; thence south 89° 51' west, 63.4 feet to a point on the west line of said Lot 10; thence north 00° 05' west, 30 feet along said west line to the point of beginning.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of September 2025, ("Effective Date") and ending on the 31st day of August, 2035, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of One Hundred Twenty-One Dollars (\$121.00) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and

conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for the purpose of using it to operate and maintain a twelve-inch (12”) storm water sewer pipeline only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys’ fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term “Hazardous Materials”, shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, “Environmental Laws” shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with

respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas

Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered “a net agreement.” All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or

specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the

Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14. INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated

pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or

other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way

LICENSEE:
City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071-2854

Springfield, IL 62702-1271
Telephone: 217/782-7940
DNR.LandUseAgreements@illinois.gov
Emergency Contact: Kyle Goetz
Location: Sheffield, IL
Telephone: 815/454-2328

Telephone: 815/622-1104
mconklin@rockfalls61071.com
Emergency Contact: Michelle Conklin
Location: Rock Falls, IL
Telephone: 815/622-1104

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.
25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.
26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3088
Site Name: Hennepin Canal
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this _____ day of _____, 20__.

LICENSEE:

STATE OF ILLINOIS:

City of Rock Falls

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR
Title: Director

Date: _____
By: Division Manager
Division of Concession and Leases

BY: _____

Title: _____

FEIN No.

Agreement Number: 3088
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of City of Rock Falls,
(Lessee or Licensee -Company / Corporation / Municipality)

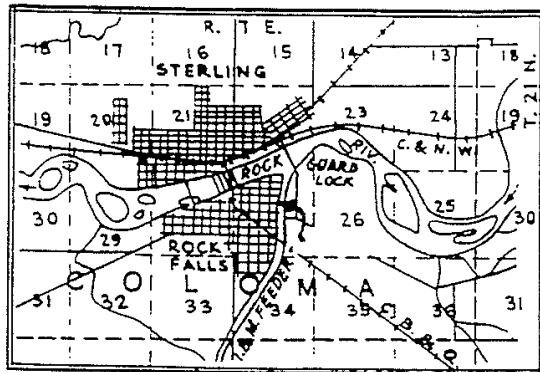
I certify that _____ is an authorized representative of
said
(Name of executive of official who will sign the agreement)

organization and is legally empowered to act on its behalf in executing this agreement.

Signed: _____
(Person affirming signature authority of above
official; must not be the same individual)

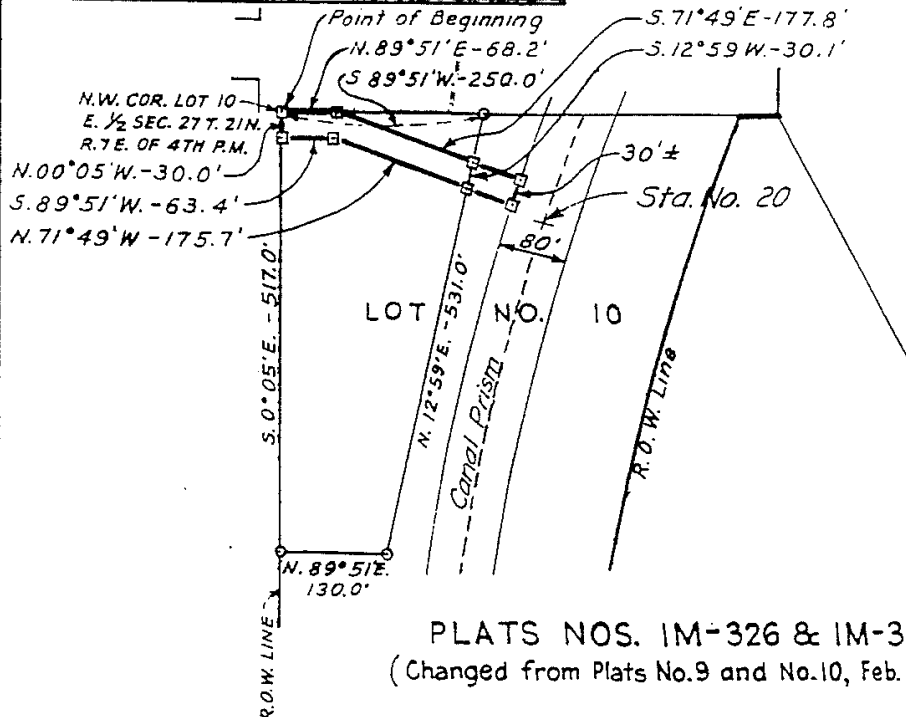
Title: _____

Date: _____



VICINITY MAP

0 1 2
SCALE: 1" = 2 MILES



PLATS NOS. IM-326 & IM-327
(Changed from Plats No. 9 and No. 10, Feb. 1, 1926.)

LOCATED IN
SEC. 27, T. 21 N., R. 7 E., OF THE 4TH P.M.
WHITESIDE COUNTY, ILLINOIS

EXHIBIT "B"
LICENSE NO. 3088
IM-326 & IM-327

NOTE: ALL BEARINGS REFER TO TRUE NORTH

STORM SEWER

HENNEPIN CANAL
CANAL - FEEDER
COLORA, ILLINOIS

ROCK FALLS

100 0 200 400
SCALE IN FEET

ROCK ISLAND DISTRICT, CORPS OF ENGINEERS, DEPT OF THE ARMY
ROCK ISLAND, ILLINOIS

SUBMITTED BY: *[Signature]* RECONSIDERED: *[Signature]*
DATE: SURVEY MAPS BR. CHIEF ENGINEER DIV.

DESIGNED BY: A.B. C. L. APPROVED: *[Signature]*
TRADED BY: A.B. C. L. PROJECT NUMBER: *[Number]*

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE



May 14, 2025

City of Rock Falls
603 W. 10th Street
Rock Falls, Illinois 61071

Attn: Mr. Matt Trotter, Wastewater Superintendent

Re: New Fine Screen and Vactor Waste Drying Facility
Engineering Agreement
WHA No. 1418D25

Dear Matt:

Attached is a pdf of the Engineering Agreement for the new fine screen in the influent building and the new vactor waste drying facility at the wastewater treatment plant and the replacement of the generator at the main lift station. We need to complete the IEPA loan application documents, the construction drawings, and the project manual and obtain IEPA construction permit for this project by March 31, 2026, so the City can obtain the maximum priority scoring points for the IEPA's Water Pollution Control Revolving Fund Loan program 2027 fiscal year funding cycle.

Please have the engineering agreement approved and email a pdf of the signed agreement back to us.

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, P.E.

MH:io

Encl.

cc: Robbin Blackert, City Administrator (Email)
Michelle Conklin, Deputy City Clerk (Email)

809 East 2nd Street, Dixon, IL 61021 T: (815) 284-3381 F: (815) 284-3385

WilletHofmann.com

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 2nd 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 the 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 the 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
Worker's Compensation	Statutory Maximums
Employer's Liability - Each Accident	\$1,000,000
Employer's Liability Disease – Each 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 Brian K. Converse

Brian K. Converse, P.E., S.E.
President & General Manager



ATTEST:

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

DATE: 5/13/2025, 2025

CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The wastewater treatment plant includes the following scope of work:

1. Construct a new perforated plate fine screen with a cleaning and compactor unit in the headworks building.
2. Construct a 9,000 square foot open air drying structure for the vector trunk waste that is removed from the sanitary sewer cleaning maintenance program.
3. Replace the emergency generator and automatic transfer switch at the Main lift station.

Exhibit 2
Description of Services

IEPA Loan Application Documents

The preparation of the following documents for the IEPA WPCRFL application:

1. IEPA Authorizing Ordinance
2. Loan Application Form
3. Federal Reporting Requirements Form
4. Tax Compliance Certificate and Agreement Form
5. Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules Form
6. Bidding Review Certification and Checklist for Construction Contracts Form
7. Loan Applicant's Certification of Engineering or Professional Service Contact Compliance Form

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Provide a topographic survey of the project area.
2. Preparation of the construction drawings that will include a cover sheet, general construction notes sheet, demolition sheets, headworks building plan sheet, fine screen detail sheets, electrical sheets for the fine screen improvements and generator replacement, vector waste drying facility site grading plan, site piping plan, and site improvements plan sheets, vector waste drying facility structural drawings, and standard construction detail sheets.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. Preparation of the IEPA Water Pollution Control construction permit application.
5. Three (3) project design meetings to review the construction drawings and Project Manual prior to bidding.

Geotechnical

1. Perform soil boring at the vector waste drying structure.
2. Prepare a geotechnical report based on the findings from the soil borings.

Exhibit 2
Description of Services

Construction Phase Engineering Services

The construction engineering services will include the following:

1. Advertising the project for bids in the local newspaper on behalf of the City. The City will pay the bid advertisement cost.
2. Conduct a pre-bid meeting.
3. Answer contractor questions during bidding and prepare any addenda, if necessary.
4. Conduct public bid opening.
5. Prepare a bid summary and award letter.
6. Conduct a pre-construction meeting with the City, Contractor and WHA.
7. Construction staking.
8. Shop drawing review of the equipment and materials specified for the project.
9. Provide part-time construction observation (Approximately 530 hours).
10. Prepare monthly pay requests for submittal to the City.
11. Prepare monthly IEPA Loan Disbursement form.
12. Preparation of Apprenticeship report forms.
13. Prepare Record construction drawings.

Period of Service

This Agreement shall remain in force for period of sixty (60) days after the final contractor pay request and closeout documents have been approved by the OWNER.

Exhibit 3
Compensation

We propose to perform the engineering services for the wastewater treatment plant improvements project 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, and detailed in the table below.

Engineer Fee Summary

Phase	Fee
IEPA Loan Application Documents	\$ 10,000
Design Engineering	\$110,500
Geotechnical	\$ 5,000
Construction Engineering	\$ 98,000
Total Engineering Fee	\$223,500

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

- a. Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or cost or items to which an audit exception has been taken, shall be maintained, and made available for three years after the resolution of the appeal, litigation, claim or exception.

2. Covenant Against Contingent Fees Clause

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3. USEPA Nondiscrimination Clause

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

Evidence that affirmative steps have been taken, such as, but not limited to, a copy of the advertisement(s) and the record of negotiation in accordance with federal Executive Order 11625 and 12138, to assure that Disadvantaged Business Enterprises are used when possible as sources of supplies, equipment, construction, and services.

The ENGINEER agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.