

# City of Rock Falls

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

October 3, 2023  
5:30 p.m.

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

### **Certification Presentation**

- Illinois Association of Chiefs of Police presentation to Chief Dave Pilgrim

### **Proclamation**

- Proclaiming October as Domestic Violence Awareness Month ☞

### **Audience Requests**

### **Community Affairs**

Rock Falls Chamber of Commerce, Sam Smith President/CEO

### **Consent Agenda:**

1. Approval of the minutes of the September 19, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞

### **Ordinances 2<sup>nd</sup> Reading & Adoption:**

1. Ordinance 2023-2621 – Amending Chapter 2, Article VII, Division 2 of the Rock Falls Municipal Code ☞
2. Ordinance 2023-2622 – Amending Chapter 16, Article IV, Division 7 of the Rock Falls Municipal Code ☞

### **Resolutions:**

1. Resolution 2023-913 – Accepting a Grant from the Illinois Housing Development Authority's Strong Communities Program – Round 2 ☞

### **City Administrator Robbin Blackert:**

1. Approval to waiving bidding for the RB&W District Park Control Room and Toilet Room Project
2. Award the RB&W District Park Control Room and Toilet Room Project to Gensini Excavating, 10602 Highway 26, Princeton, IL 61356 in the amount of \$839,985.30 ☞
3. Abatement and Electric Rate Concession Agreement between the City of Rock Falls and OnCall Imaging, LLC ☞

### **Information/Correspondence**

Matt Cole, City Attorney

Corey Buck, City Engineer

### **Alderman Reports/Committee Chairman Requests**

#### **Ward 1**

**Alderman Bill Wangelin** – Public Property/Public Works Committee Chairman/Tourism Committee

**Alderman Gabriella McKanna** – Finance/Insurance/Investment Committee Chairman

#### **Ward 2**

**Alderman Brian Snow** – Building Code Committee Chairman/Utility Committee Vice Chairman

1. Recommendation from the Utility Committee to approve the agreement for Rate Studies for Water and Wastewater rates for 2025 through 2029 to Willett, Hofmann & Associates, 809 E 2<sup>nd</sup> St, Dixon, IL 61021 in the amount of \$8,900.00 for Water and \$8,900.00 for Wastewater. ☞

#### **Ward 3**

**Alderman Steve Dowd**

**Alderman Cody Dornes**

#### **Ward 4**

**Alderman Violet Sobottka** – Ordinance/License/Personnel/Safety Committee Chairman

1. Recommendation from the Ordinance/License/Personnel/Safety Committee to amend the employee benefit package by adding Juneteenth as an additional holiday
2. Recommendation from the Ordinance/License/Personnel/Safety Committee to amend the employee benefit package by adding an 11<sup>th</sup> sick day per calendar year

**Alderman Cathy Arduini**

### **Mayor's Report:**

### **Adjournment**

Next City Council Meeting – October 17, 2023, at 5:30 p.m.

Posted: September 29, 2023

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.

PROCLAMATION

RECOGNITION OF DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2023

**WHEREAS**, anyone can be a victim of domestic violence regardless of age, sex, ability, ethnicity, sexual orientation, socioeconomic status, or religion;

**WHEREAS**, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average;

**WHEREAS**, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

**NOW, THEREFORE**, be it proclaimed on behalf of all of the members of the City Council, staff, and residents of the City of Rock Falls, the month of October as Domestic Violence Awareness Month in the City of Rock Falls and urge our residents to work together to eliminate domestic violence from our community.

Approved this 3<sup>rd</sup> day of October, 2023.

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Rod Kleckler, Mayor

ATTEST:

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Pamela Martinez, City Clerk

# 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 September 19, 2023, 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 McKanna, Wangelin, Dowd, Dornes, Arduini, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present. Absent: Alderman Snow

### **Audience request:**

Kris Noble - Sauk Valley Area chamber of Commerce thanked the City of Rock Falls Police Department, Michelle Concklin, and City Officials for all the work it took for the Fiesta Parade.

Marshall Doane presented the City Council with information about bringing back the Love Light Tree. A GoFundMe account was set up and raise over \$1,000.00 to pay for a new Love Light Tree.

### **Community Affairs:**

Sam Smith, the new Executive Director for Rock Falls Chamber of Commerce presented the City Council with upcoming events.

### **Consent Agenda:**

Consent Agenda items 1 - 3 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the September 5, 2023, City Council Meeting.
2. Approval of bills as presented.
3. Mayoral Proclamation – Proclaiming September 1 as Dan Corbin Day in the City of Rock Falls.

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

**Vote 6 aye, motion carried.**

### **Ordinance 1<sup>st</sup> Reading:**

1. Ordinance 2023-2621 – Amending Chapter 2, Article VII, Division 2 of the Rock Falls Municipal Code.

A motion was made by Alderwoman McKanna to approve the 1<sup>st</sup> reading of Ordinance 2023-2621 – Amending Chapter 2, Article VII, Division 2 of the Rock Falls Municipal Code and second by Alderman Wangelin.

**Vote 6 aye, motion carried.**

2. Ordinance 2023-2622 – Amending Chapter 16, Article IV, Division 7 of the Rock Falls Municipal Code.

A motion was made by Alderman Wangelin to approve the 1<sup>st</sup> reading of Ordinance 2023-2622 – Amending Chapter 16, Article IV, Division 7 of the Rock Falls Municipal code and second by Alderman Dowd.

**Vote 6 aye, motion carried.**

**Ordinances 2<sup>nd</sup> Reading and Adoption:**

1. Ordinance 2023-2619 – Amending Chapter 6, Article III of the Rock Falls Municipal Code.  
A motion was made by Alderwoman Sobottka to approve the 2<sup>nd</sup> Reading and Adoption of Ordinance 2023-2619 – Amending Chapter 6, Article III of the Rock Falls Municipal Code and second by Alderwoman McKanna.  
**Vote 6 aye, motion carried.**
2. Ordinance 2023-2620 – Authorizing Sale of Unused Street Equipment.  
A motion was made by Alderman Wangelin to approve the 2<sup>nd</sup> Reading and Adoption of Ordinance 2023-2620 – Authorizing Sale of Unused Street Equipment and second by Alderwoman Sobottka.  
**Vote 6 aye, motion carried.**

**Resolutions:**

1. Resolution 2023-912 – Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission  
A motion was made by Alderman Wangelin to approve Resolution 2023-912 – Transferring Jurisdiction and Control of Real Property to the Industrial Development and second by Alderwoman McKanna.  
**Vote 6 aye, motion carried.**

**City Administrator:**

Administrator Blackert stated the Strong Communities Grant for \$103,000.00 has been granted to the City of Rock Falls, and this is the fifth grant in ten years.

**City Attorney:**

None

**City Departments:**

None

**Alderman Reports / Committee Chairman Requests**

A motion was made by Alderman Wangelin to approve the request from the Public Works/Public Property Committee to award the bid for the Celletti Parking Lot Construction to Porter Brothers Construction, 9904 Freeport Road, Rock Falls, IL in the amount of \$63/206.22 and second by Alderman Dowd.

**Vote 6 aye, motion carried.**

A motion was made by Alderwoman Sobottka to approve Permission for the Electric Department to hire 2 Apprentice Lineman and second by Alderman Wangelin.

**Vote 6 aye, motion carried.**

Alderwoman Sobottka thanked Administrator Blackert for her great work on writing of grants and the Fiesta Parade was wonderfully attended.

**Mayor's Report:**

Rock Falls High School Homecoming Parade is Thursday, September 21, 2023, at 5:30 p.m.

A motion was made by Alderwoman Sobottka to enter Executive Session and second by Alderman Wangelin at 5:48 p.m.

**Vote via voice, all approved, motion carried.**

**Returned to regular City Council meeting (6:06 pm)**

**Action taken from Executive Session:**

A motion was made by Alderwoman Sobottka to approve the IBEW Utility contract and Side Letter agreement and second by Alderman Dowd.

**Vote 6 aye, motion carried.**

A motion was made by Alderwoman Sobottka to adjourn the City Council meeting and second by Alderwoman McKanna.

**Vote via voice, all approved, motion carried (6:07 pm)**

*Pamela Martinez*

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

10/03/2023 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:

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Tourism	\$3,753.30
General Fund	\$190,949.27
Building Code Demolition Fund	\$9,251.87
Industrial Development	\$165.00
TIF Downtown Development	\$786.44
Electric	\$254,590.38
Sewer	\$49,599.39
Water	\$30,260.14
Garbage	\$318.95
Customer Service Center	\$2,176.91
Motor Fuel Tax	\$3,380.40
Customer Utility Deposits	\$191.24
	<hr/>
	\$545,423.29
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Alderman Wangelin

Alderman Palmer

Alderman Dornes

Alderman Arduini

INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	32,308.25	255.92
5032	COMCAST	2,016.36	11.65
5164	LEXIPOL LLC	10,430.56	119.58
5314	LINK MEDIA OUTDOOR	9,060.00	1,612.00
5392	TRACY FINCH		23.48
T0001891	CLINTON HERALD	184.00	99.00
T0005449	815 PORTA POTTY	1,755.00	845.00
	TOURISM		2,966.63
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	1,432.00
4331	CIRCUIT CLERK OF LEE COUNTY	2,030.00	100.00
5015	CARD SERVICE CENTER	32,308.25	113.97
5032	COMCAST	2,016.36	11.65
5164	LEXIPOL LLC	10,430.56	4,005.96
	ADMINISTRATION		5,663.58
02	CITY ADMINISTRATOR		
5015	CARD SERVICE CENTER	32,308.25	45.34
5032	COMCAST	2,016.36	5.83
	CITY ADMINISTRATOR		51.17
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	132.00
	PLANNING/ZONING		132.00
04	BUILDING		
5032	COMCAST	2,016.36	23.32
5311	SAMSARA NETWORKS INC	2,960.00	20.00
	BUILDING		43.32



DATE: 09/21/23  
TIME: 13:56:03  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	32,308.25	21.24
5032	COMCAST	2,016.36	23.32
	CITY CLERK'S OFFICE		44.56
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	132.00
350	GISI BROS INC	6,807.97	70.94
5015	CARD SERVICE CENTER	32,308.25	414.00
5032	COMCAST	2,016.36	180.50
752	ROCK FALLS AREA DOG CONTROL	964.16	482.17
	POLICE		1,279.61
07	CODE HEARING DEPARTMENT		
1493	WILLIAM & MARY COMPUTER CENTER	32,282.88	13.50
	CODE HEARING DEPARTMENT		13.50
10	STREET		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	610.50
194	GRUMMERT'S HARDWARE - R.F.	2,716.15	25.97
2212	ALLIANCE MATERIALS INC	2,185.33	284.92
2451	MENARDS	5,276.30	18.96
350	GISI BROS INC	6,807.97	1,361.63
4796	VERIZON WIRELESS	5,653.11	166.20
5015	CARD SERVICE CENTER	32,308.25	626.87
5032	COMCAST	2,016.36	11.65
5311	SAMSARA NETWORKS INC	2,960.00	200.00
5385	ANDY NAVA	725.00	250.00
T0002832	MATX		52.20
T0005206	GRIZZLY GARAGE DOOR		451.00
T0005569	PORTER BROTHERS	12,257.00	51,977.81
	STREET		56,037.71
12	PUBLIC PROPERTY		

INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	433.99	46.99
5015	CARD SERVICE CENTER	32,308.25	87.94
T0005573	VALU PROS		2,500.00
	PUBLIC PROPERTY		2,634.93
13	FIRE		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	110.00
350	GISI BROS INC	6,807.97	569.85
5015	CARD SERVICE CENTER	32,308.25	98.87
5032	COMCAST	2,016.36	40.80
5169	MOTOROLA SOLUTIONS		120.00
	FIRE		939.52
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	4,331.87
5382	P & T PEPPERS LAWN CARE	15,216.00	4,920.00
	BUILDING CODE DEMOLITION FUND		9,251.87
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	132.00
	INDUSTRIAL DEVELOPMENT		132.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	298.00	42.00
	EMPLOYEE GROUP INS		42.00
TIF - DOWNTOWN REDEVELOPMENT			

INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	2,716.15	14.39
T0004268	ANOVA	2,073.49	772.05
	DOWNTOWN REDEVELOPMENT		786.44

ELECTRIC FUND

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	412.50
194	GRUMMERT'S HARDWARE - R.F.	2,716.15	25.18
2212	ALLIANCE MATERIALS INC	2,185.33	111.02
2557	ASPLUNDH TREE EXPERT CO.	93,807.16	13,040.08
2611	FISCH MOTORS INC	818.00	202.00
283	ANIXTER INC	20,982.15	94,080.00
34	ALTORFER INC.	16,558.91	7,113.79
4578	STERLING COMMERCIAL ROOFING		280.00
4795	WESTWOOD MACHINE & TOOL CO	1,316.13	2,205.00
4796	VERIZON WIRELESS	5,653.11	740.15
4938	MICHLIG ENERGY LTD	131,602.43	11,488.00
5015	CARD SERVICE CENTER	32,308.25	334.84
5032	COMCAST	2,016.36	58.29
5164	LEXIPOL LLC	10,430.56	896.87
5193	TRI-STATE FIRE CONTROL		505.00
5311	SAMSARA NETWORKS INC	2,960.00	280.00
533	ELECTRONICS, INC.	3,877.75	299.00
795	SBM BUSINESS EQUIPMENT CENTER	5,775.14	61.80
T0004771	JANELLE MCCARTER		39.85
	OPERATION & MAINTENANCE		132,173.37

SEWER FUND

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
30	SEWER		
4141	BEHRENS TRUCKING &	14,260.00	18,840.00
4996	LAI, LTD	74,190.00	17,691.39
	SEWER		36,531.39
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	1,050.50

INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	2,059.61	69.01
194	GRUMMERT'S HARDWARE - R.F.	2,716.15	25.18
200	COM ED	592.99	74.02
4027	WHITESIDE COUNTY RECORDER	887.50	34.00
4045	SCADAWARE, INC.	11,063.85	2,202.26
4207	O'REILLY AUTOMOTIVE INC	2,381.91	53.97
4796	VERIZON WIRELESS	5,653.11	241.73
5015	CARD SERVICE CENTER	32,308.25	150.48
5032	COMCAST	2,016.36	40.80
5164	LEXIPOL LLC	10,430.56	358.74
5311	SAMSARA NETWORKS INC	2,960.00	120.00
5356	KURT ANDERSON	129.88	61.35
	OPERATION & MAINTENANCE		4,482.04
WATER FUND			
40	WATER		
2212	ALLIANCE MATERIALS INC	2,185.33	488.85
4361	FERGUSON WATERWORKS #2516	80,974.96	186.12
	WATER		674.97
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	412.50
194	GRUMMERT'S HARDWARE - R.F.	2,716.15	11.68
34	ALTORFER INC.	16,558.91	81.82
4027	WHITESIDE COUNTY RECORDER	887.50	34.00
4207	O'REILLY AUTOMOTIVE INC	2,381.91	78.93
4361	FERGUSON WATERWORKS #2516	80,974.96	1,140.88
4606	TOWER EQUIPMENT CORP	1,462.50	735.00
4796	VERIZON WIRELESS	5,653.11	38.01
5015	CARD SERVICE CENTER	32,308.25	6,098.20
5032	COMCAST	2,016.36	29.14
5164	LEXIPOL LLC	10,430.56	358.74
530	LAYNE CHRISTENSEN COMPANY	16,078.00	1,593.00
5311	SAMSARA NETWORKS INC	2,960.00	120.00
774	ROCK RIVER READY MIX	1,817.41	236.25
T0005576	UNITED CRAFTSMEN LTD	100.00	752.00
	OPERATION & MAINTENANCE		11,720.15

DATE: 09/21/23  
TIME: 13:56:03  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 09/22/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GARBAGE FUND			
50	GARBAGE		
5015	CARD SERVICE CENTER	32,308.25	99.00
	GARBAGE		99.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	46,876.40	440.00
5015	CARD SERVICE CENTER	32,308.25	415.50
5032	COMCAST	2,016.36	40.80
5146	DIANE SHEPHERD		241.04
5164	LEXIPOL LLC	10,430.56	239.16
5279	BETH MOTSINGER		268.01
5391	ELIZABETH SWATOS		37.40
	CUSTOMER SERVICE CENTER		1,681.91
	TOTAL ALL DEPARTMENTS		267,381.67

INVOICES DUE ON/BEFORE 09/29/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	667.01	25.84
4664	STAPLES ADVANTAGE	638.78	72.74
T0005138	KYLE J MORGAN	3,184.05	688.09
	TOURISM		786.67
GENERAL FUND			
01	ADMINISTRATION		
2451	MENARDS	5,295.26	29.34
4331	CIRCUIT CLERK OF LEE COUNTY	2,130.00	300.00
	ADMINISTRATION		329.34
04	BUILDING		
350	GISI BROS INC	8,810.39	996.25
4664	STAPLES ADVANTAGE	638.78	72.73
	BUILDING		1,068.98
06	POLICE		
1448	IL DEPT OF INNOVATION &	1,992.15	398.43
1519	NOTARY PUBLIC ASSOC. OF IL	133.90	66.95
1622	C.O.P.S. TESTING SERVICE, INC.	3,816.85	705.00
1853	MOORE TIRES INC.	2,128.62	27.06
2380	AUTOZONE	165.57	35.74
350	GISI BROS INC	8,810.39	712.57
4572	CHARLES SCHWAB & CO INC	410,154.55	63,025.38
5032	COMCAST	2,494.11	6.34
5061	JONATHAN CATER		121.04
T0004231	ULTRA STROBE COMMUNICATIONS	382.80	143.94
	POLICE		65,242.45
10	STREET		
1279	WILCO RENTAL	2,418.80	61.98
2451	MENARDS	5,295.26	101.20

INVOICES DUE ON/BEFORE 09/29/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
10	STREET		
2985	CAPITAL ONE	2,573.65	83.87
4207	O'REILLY AUTOMOTIVE INC	2,514.81	108.86
T0000048	THE BOCKER GROUP		50,467.26
	STREET		50,823.17
13	FIRE		
1622	C.O.P.S. TESTING SERVICE, INC.	3,816.85	1,745.00
194	GRUMMERT'S HARDWARE - R.F.	2,818.55	12.83
2985	CAPITAL ONE	2,573.65	163.87
4478	STERLING FENCE - GARAGE	8,169.12	992.00
4544	UPS	109.82	36.93
4559	CHUCK'S COMPRESSORS INC	320.00	1,066.00
5032	COMCAST	2,494.11	20.00
5328	NFCSS SUBSCRIPTION PROCESSING		1,552.50
5352	ROCK FALLS FIREFIGHTERS	12,463.39	898.30
5374	CAMERON GONZALEZ	536.79	99.00
T0005368	MACQUEEN EMERGENCY	96.34	17.00
	FIRE		6,603.43
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
4027	WHITESIDE COUNTY RECORDER	955.50	33.00
	INDUSTRIAL DEVELOPMENT		33.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1853	MOORE TIRES INC.	2,128.62	368.44
194	GRUMMERT'S HARDWARE - R.F.	2,818.55	39.58
2451	MENARDS	5,295.26	42.94
2557	ASPLUNDH TREE EXPERT CO.	106,847.24	6,863.20
2611	FISCH MOTORS INC	1,020.00	458.00
2714	ESRI		3,333.34
283	ANIXTER INC	115,062.15	101,453.44
3012	SHERMAN + REILLY INC		6,917.26
4207	O'REILLY AUTOMOTIVE INC	2,514.81	152.43

INVOICES DUE ON/BEFORE 09/29/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
4215	POWER LINE SUPPLY	43,652.81	360.00
4471	CREATIVE CUISINE		293.73
5332	TYNDALE	5,592.45	966.70
5378	STELLAR INDUSTRIES INC	766.90	929.45
T0004455	ROCK RIVER CARTAGE INC	5,480.35	238.50
	OPERATION & MAINTENANCE		122,417.01
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	5,989.60	4,633.40
200	COM ED	667.01	42.91
2714	ESRI		3,333.33
2985	CAPITAL ONE	2,573.65	261.44
4528	MODERN SHOE SHOP	1,660.99	200.00
5221	DAN REINHARDT		57.91
5356	KURT ANDERSON	191.23	56.97
	OPERATION & MAINTENANCE		8,585.96
WATER FUND			
40	WATER		
4141	BEHRENS TRUCKING &	33,100.00	1,012.50
4361	FERGUSON WATERWORKS #2516	82,301.96	10,848.41
	WATER		11,860.91
48	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	32,296.38	237.50
2714	ESRI		3,333.33
2718	TOM ROWZEE	366.00	1,206.70
2985	CAPITAL ONE	2,573.65	192.89
34	ALTORFER INC.	23,754.52	94.35
4207	O'REILLY AUTOMOTIVE INC	2,514.81	18.99
4361	FERGUSON WATERWORKS #2516	82,301.96	225.37
5171	FERGUSON ENTERPRISES LLC	4,816.02	194.98
5238	FDF INC	2,225.00	500.00
	OPERATION & MAINTENANCE		6,004.11



DATE: 09/28/23  
TIME: 14:00:13  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 09/29/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
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GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES #721	240,878.90	219.95
	GARBAGE		219.95
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
771	PINNEY PRINTING CO	16,260.24	495.00
	CUSTOMER SERVICE CENTER		495.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2067	HELM MATERIALS	9,408.74	3,380.40
	MOTOR FUEL TAX		3,380.40
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000047	NELLI DIAZ		141.24
T0001081	BRADLEY MEENEN		50.00
	CUSTOMER UTILITY DEPOSITS		191.24
	TOTAL ALL DEPARTMENTS		278,041.62

CITY OF ROCK FALLS

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**ORDINANCE NO.** 2023-2621

**ORDINANCE AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2  
OF THE ROCK FALLS MUNICIPAL CODE**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**ORDINANCE AMENDING CHAPTER 2, ARTICLE VII, DIVISION 2  
OF THE ROCK FALLS MUNICIPAL CODE**

**WHEREAS**, Section 2-271 of the Rock Falls Municipal Code currently requires the city administrator to reside within the limits of the electric utility of the City within one (1) year from the date of his or her appointment; and

**WHEREAS**, Section 2-271 further prohibits any elected official of the City from receiving an appointment to the position of city administrator while he or she is serving as an elected official or within one (1) year after leaving office; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to the aforementioned residency and qualification requirements, all as more specifically set forth herein.

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

**SECTION 1:** The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2:** Chapter 2, Article VII, Section 2-271(a) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

**“Sec. 2-271. – Appointment, term of office, other terms and conditions of employment.**

(a) *Appointment; term of office.* The city administrator shall be appointed by the mayor with the advice and consent of the city council by a majority vote. The city administrator need not be a resident of the city.”

**SECTION 3:** In all other respects, Chapter 2, Article VII, Section 2-271 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 4:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

NAY

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CITY OF ROCK FALLS

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ORDINANCE NO. 2023-2622

**ORDINANCE AMENDING CHAPTER 16, ARTICLE IV, DIVISION 7  
OF THE ROCK FALLS MUNICIPAL CODE**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**ORDINANCE AMENDING CHAPTER 16, ARTICLE IV, DIVISION 7  
OF THE ROCK FALLS MUNICIPAL CODE**

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

**SECTION 1:** Chapter 16, Article IV, Section 16-324(b) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

**“Sec. 16-324. – Suspension; revocation of license; fines, costs.**

...

- (b) In lieu of suspension or revocation of a license, the tobacco control commissioner may instead levy a fine on the licensee. The fine imposed shall not be less than \$50.00 nor more than \$750.00 for each violation. Each day that a violation continues shall constitute a separate violation.”

**SECTION 2:** In all other respects, Chapter 16, Article IV, Section 16-324 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 3:** The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

**SECTION 5:** This Ordinance shall be in full force and effect after its passage and approval and publication as required by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

AYE

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**RESOLUTION 2023-913**

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM – ROUND 2.

**WHEREAS**, the City of Rock Falls (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program Round 2 (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

**THEREFORE BE IT RESOLVED**, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One Hundred Three Thousand and No/100 Dollars (\$103,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOLVED**, that the Mayor and City Administrator of the Recipient (the "Signatories") are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

**FURTHER RESOLVED**, that the Signatories are hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FURTHER RESOLVED**, that the Recipient hereby ratifies, authorizes, and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED BY THE CITY OF ROCK FALLS CITY COUNCIL, STATE OF ILLINOIS THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Rod Kleckler, Mayor

ATTEST:

\_\_\_\_\_  
Pam Martinez, City Clerk





September 25, 2023

RE:

Robbin Blackert  
RB&W District Park  
Rock Fall, IL  
Control Room & Toilet Room Project

Attached is a unit price breakdown for work on the proposed control room & toilet room project at the RB & W park in Rock Falls, IL. I have the original quote for the job that was bid with the supplied drawings and specs and I have attached below that quote various value engineering proposals of which I will explain in detail.

For the carpentry package, I am proposing removing the dormers and replacing with continuous ridge vents and deleting the standing seam metal roofing system and replacing with a 40-year architectural shingled roof system with metal soffit, fascia, gutters, & downspout. We can reduce costs by \$100,000.00 with this change.

For the Masonry Package, I am proposing to eliminate the full height cavity drainage and use a 10" high cavity drainage at flashing locations only. Also, we would switch the glazed cmu to a standard grey cmu. We can reduce costs by \$76,200.00.

For the HVAC and Plumbing package, Most Plumbing got their suppliers to drop the pricing of their materials to give a savings of \$4,400.00.

For the electrical package, Helm also got their suppliers to drop pricing and the only change that they proposed was switching the copper feeds to the panels with aluminum. They will save \$18,000.00.

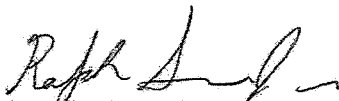
For the Epoxy Flooring, I propose eliminating it in its entirety. We can change the finish on the concrete to provide traction on the floor. It will save \$20,000.00, and if you want to complete it in the future, then you will still have that option later down the road.

Lastly, we would drop off \$10,930.00 in overhead and profit to accommodate the reductions in pricing. You would have a total savings of \$229,530.00 from my proposed bid of \$1,069,515.30. That would drop the total price to \$839,985.30.

Please let me know if you would like to talk about any other savings or if you have questions on the original or revised quote.

Thank you for the opportunity,

Respectively,

  
Ralph Gensini, Jr.  
President

## Rock Falls RB & W Park Bathroom and control room building

#	Items	Estimated Total			
		Unit	Quantity	Unit Prices	Values
1	6" PCC Floor w/ reinforcing	SF	1570	\$7.00	\$10,990.00
2	12" Agg base under pads w vapor barrier	Ton	120	\$35.00	\$4,200.00
3	Fondation walls and footing	LF	105	\$480.00	\$50,400.00
4	Structural Excavation	CY	150	\$30.00	\$4,500.00
5	Rip Rap 5 w/ bedding and fabric	SY	856	\$57.75	\$49,434.00
6	6" Sidewalk R & R	SF	801	\$7.00	\$5,607.00
7	Agg base	SY	89	\$10.00	\$890.00
8	Stage Work	LS	1	\$20,000.00	\$20,000.00
9	Staking	LS	1	\$7,500.00	\$7,500.00
10	Final Seeding	ACRE	0.5	\$10,000.00	\$5,000.00
11	Protective Fencing	LS	1	\$5,000.00	\$5,000.00
12	Backfill Material	CY	60	\$40.00	\$2,400.00
13	Extend Water Piping	LF	10	\$150.00	\$1,500.00
14	Extend Sanitary Piping	LF	10	\$150.00	\$1,500.00
15	Mobilization includes bonding, geotech engineer, insurnace	LS	1	\$25,000.00	\$25,000.00
16	Carpentry Package Complete	LS	1	\$284,700.00	\$284,700.00
17	Masonry Package Complete	LS	1	\$222,600.00	\$222,600.00
18	HVAC Package Complete	LS	1	\$26,800.00	\$26,800.00
19	Plumbing Package Complete	LS	1	\$126,665.00	\$126,665.00
20	Electrical Package Comlete	LS	1	\$143,900.00	\$143,900.00
21	Epoxy Flooring Complete	LS	1	\$20,000.00	\$20,000.00
22	Over head and Profit	PERCENT	0.05	\$1,018,586.00	\$50,929.30
TOTAL =					\$1,069,515.30
16a	Carpentry Package Value Engineering	LS	1	-\$100,000.00	-\$100,000.00
17a	Masonry Package Value Engineering	LS	1	-\$76,200.00	-\$76,200.00
18a	HVAC Package Value Engineering	LS	1	-\$4,400.00	-\$4,400.00
20a	Electrical Package Value Engineering	LS	1	-\$18,000.00	-\$18,000.00
21a	Epoxy Flooring Value Engineering	LS	1	-\$20,000.00	-\$20,000.00
22a	Adjusted Overhead and Profit	PERCENT	0.05	-\$218,600.00	-\$10,930.00
TOTAL Deduct=					-\$229,530.00
TOTAL Alternate Pricing =					\$839,985.30

## ABATEMENT AND ELECTRIC RATE CONCESSION AGREEMENT

THIS ABATEMENT AND ELECTRIC CONCESSION AGREEMENT (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF ROCK FALLS, an Illinois municipal corporation (“City”), and OnCall Imaging, LLC (“Owner”).

WHEREAS, Owner is the owner of the commercial real estate and improvements located at 1611 1<sup>st</sup> Ave., Rock Falls, Illinois, and legally described on Exhibit A attached hereto (the “Real Estate”); and

WHEREAS, for the purposes of enticing OnCall Imaging, LLC, a new tenant engaged exclusively in the business of diagnostic imaging (the “Tenant”), Owner, at Owner’s sole cost, has made the repairs and alterations to the Real Estate (collectively, the “Project”); and

WHEREAS, the Project is anticipated to cost approximately \$800,000 and result in the creation of at least ten (10) new, full-time jobs at the business to be located at the Real Estate; and

WHEREAS, in furtherance of the Project, Owner has asked for economic development incentives from City; and

WHEREAS, pursuant to 35 ILCS 200/18-165 (the “Abatement Statute”), City may, upon the majority vote of its corporate authorities (the “Corporate Authorities”), and after the determination of the assessed valuation of the applicable property, order the Clerk of Whiteside County to abate any portion of City’s taxes on the property of any commercial or industrial firm; provided, that (i) such abatement shall not exceed a period of ten (10) years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000.00; and

WHEREAS, City is the owner of its own electric utility providing services to residents, businesses and industry located within City and is empowered to grant rate concessions in connection with the provision of such electric services for the purpose of promoting economic development; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, City shall provide Owner the economic development incentives set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

Section 1. Incorporation of Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Term. The term of this Agreement shall commence on the date of execution and end upon the first to occur of (i) Owner's receipt of the economic development incentives described in Section 4 and Section 5 of this Agreement, or (ii) the termination of this Agreement pursuant to Section 13 hereof.

Section 3. The Project.

(a) The Project consists of Owner's repairs and alterations to the Real Estate, at Owner's sole cost and expense, as described in the recitals contained in the preambles to this Agreement and the leasing of the Real Estate to the Tenant.

(b) Prior to commencement of construction of the Project, Owner shall apply to City for all building permits and other approvals required by the Legal Requirements (as such term is hereafter defined). The plans and specifications submitted in connection therewith shall comply in all respects with the Legal Requirements. The Project shall be completed at the sole cost and expense of Owner and shall, unless otherwise agreed by City in writing, conform to the approved plans and specifications. Owner shall be obligated to pay to City all permit, inspection and review fees as set forth in the Legal Requirements.

(c) City and Owner shall use reasonable efforts to cooperate with each other in connection with all permits and other approvals required for the Project. City shall expeditiously process and act on all applications for City approvals as may be necessary, provided such applications are consistent with the Project and in compliance with all Legal Requirements.

Section 4. Abatement of Taxes.

(a) Upon Owner's completion of the Project in compliance with all Legal Requirements as determined in the reasonable discretion of City following its inspection of the Real Estate, City shall abate one hundred percent (100%) of City's portion of the general real estate taxes on the Real Estate for a period of ten (10) years commencing with the year following the year in which the Project is completed. In furtherance of implementing said abatement, City agrees to approve and thereafter file with the Clerk of Whiteside County the Abatement Resolution attached hereto as Exhibit B. Notwithstanding the foregoing, said abatement shall not apply to improvements to the Real Estate made after the date of this Agreement other than those that are set forth in the description of the Project. As an example, and not by way of limitation, if Owner increases the footprint of the building located on the Real Estate with a new addition, real estate taxes attributable to such new addition shall not be entitled to abatement. In such event, City may amend the Abatement Resolution to reduce the abatement by such percentage as City determines reasonable in its sole discretion to conform the abatement to the requirements of this section (a).

(b) Said abatement shall apply solely to general real estate taxes of City and no other taxing district and shall comply in all respects with the requirements of the Abatement Statute and the Abatement Resolution.

(c) Said abatement shall not run with the land. Upon any sale or transfer of the Real Estate, including upon the execution of an installment sales contract, or upon Pete Harkness selling or transferring any of his ownership interest in Owner, said abatement shall terminate and City may notify the Clerk of Whiteside County of the same, whether by ordinance or otherwise.

Section 5. Electric Rate Concession.

(a) Upon both (i) Owner’s completion of the Project in compliance with all Legal Requirements as determined in the reasonable discretion of City following its inspection of the Real Estate and (ii) the Tenant opening for business at the Real Estate prior to July 1, 2023, City shall implement the economic development rate for electricity as hereafter described for the Project. The economic development rate shall operate to reduce the demand charge to the Real Estate. The amount of the reduction in the demand charge to the Real Estate shall be equal to the otherwise applicable rate demand charge, less the dollar amount for the applicable period as set forth in the following schedule:

<u>Period to Which Reduction in Power Supply Demand Applies:</u>	<u>Amount of Reduction:</u>
1 <sup>st</sup> – 12 <sup>th</sup> month after business opening	20% per kW
13 <sup>th</sup> – 24 <sup>th</sup> month after business opening	13% per kW
25 <sup>th</sup> – 36 <sup>th</sup> month after business opening	6% per kW

(b) The monthly customer charge and energy shall be billed in accordance with the applicable rate structure for the Real Estate, as established from time to time by City.

(c) Said electric rate concession shall not run with the land. Upon any sale or transfer of the Real Estate, including upon the execution of an installment sales contract, or upon Pete Harkness selling or transferring any of his ownership interest in Owner, said electric rate concession shall terminate.

Section 6. No Liability for Owner’s Expenses.

City shall have no obligation to pay costs of the Project, nor shall City be obligated to pay any contractor, subcontractor, mechanic or materialman providing services or materials to Owner for the Project.

Section 7. Compliance with Applicable Laws. Owner shall at all times permit, acquire, install, construct, operate and maintain the Project (or cause others to perform each of the same) in a good and workmanlike manner and in conformance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of City (collectively, the “Legal Requirements”). In the event any provisions of the Legal Requirements conflict, the most stringent of said provisions shall be utilized as determined by City. City may inspect the

Project at all reasonable times to ensure compliance with this Agreement.

Section 8. Owner's Representations and Warranties. In addition to the other representations, warranties, covenants and agreements of Owner set forth in this Agreement, Owner represents and warrants as follows:

(a) Owner is a Limited Liability Company duly organized and existing under the laws of the State of Illinois, and is authorized to enter into, and by proper company action has been duly authorized to execute, deliver and perform, this Agreement. Owner is now and at all times hereafter shall be solvent, able to pay its debts as they mature and financially able to perform all of the terms of this Agreement. To Owner's knowledge, there are no actions, suits or similar proceedings pending or threatened before any court or governmental or administrative body or agency affecting Owner which would result in any material adverse change to Owner's financial condition or which would materially and adversely affect the ability of Owner to undertake and complete the Project.

(b) Neither the execution, delivery, nor performance of this Agreement or any other agreement or instrument executed and delivered by or on behalf of Owner in connection herewith, nor the consummation of performance of the obligations herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, contravenes the Articles of Organization or Operating Agreement of Owner or any provision of law, statute, rule, regulation, or order of any court or governmental authority to which Owner is subject, or any judgment, decree, franchise, order, or permit applicable to Owner, or conflicts or is inconsistent with or will result in any breach of or constitute a default under any contract, commitment, agreement, understanding, arrangement, or instrument.

(c) Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Limited Liability Company, as long as it maintains an interest in the Real Estate or has any other remaining obligations pursuant to this Agreement.

(d) Owner covenants that no officer, director, shareholder, member, employee or agent of Owner, or any other person connected with Owner, has made, offered or given, either directly or indirectly, to the Corporate Authorities or any other person connected with City, except for payments for which adequate and fair consideration was received in return, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her official capacity with City.

(e) Owner shall pay all real estate taxes when due and Owner shall not appeal, challenge, contest or dispute in any manner the assessment of the Real Estate for real estate tax purposes during the term of this Agreement, excluding from such prohibition any assessment appeal filed prior to the date of this Agreement.

(f) Following completion of construction of the Project, at no time thereafter during the term of this Agreement shall the Real Estate become less than substantially occupied for a period of six (6) consecutive months. "Substantially occupied" shall mean that at least eighty

percent (80%) of the building located upon the Real Estate is under lease at market rates and occupied by the Tenant.

(g) The Tenant shall create at least ten (10) new, full-time jobs at the Real Estate within one (1) year of opening for business and thereafter maintain such jobs for the remaining term of this Agreement. Owner shall provide evidence of the same to the reasonable satisfaction of City within said timeframe.

(h) But for the economic development assistance from City pursuant to this Agreement, the Project would not be reasonably anticipated to be completed.

Section 9. Insurance. At all times during the term of this Agreement, Owner shall procure and maintain policies of insurance as follows at its sole cost and expense:

(a) During the construction of the Project, Owner shall procure and maintain the following: (i) builder's risk insurance from all risks of physical loss, including collapse, and covering the total value of work performed and all equipment, supplies and materials furnished in connection with the construction of the Project; (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Real Estate; (iii) workers' compensation insurance in amounts no less than the minimum coverage required by the laws of the State of Illinois covering Owner's employees working on the Project, if any; and (iv) all contractors working on the Project shall be required to procure and maintain contractor's insurance policies covering matters (ii) and (iii) above.

(b) After completion of construction of the Project, and for so long as Owner owns the Real Estate, Owner shall procure and maintain the following: (i) fire insurance and extended coverage on a replacement basis for the full insurable value covering all of the Real Estate; and (ii) comprehensive general liability insurance from any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the Real Estate.

(c) All such policies of insurance shall name City as an additional insured, be in such amounts, in such form and issued by such companies as shall be reasonably acceptable to City. Prior to issuance of the building permit for the Project and thereafter, not less than thirty (30) days prior to the expiration of any policy, Owner shall deliver to City certificates evidencing coverage from each insurer, containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to City.

Section 10. No Discrimination.

(a) Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. To the fullest extent permitted by law, Owner shall require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin.

(b) There shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Real Estate. Neither Owner nor any person claiming under or through Owner shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of any portion of the Real Estate.

Section 11. Owner Indemnification. Owner shall indemnify and hold harmless City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorneys' fees) which may arise directly or indirectly from (i) the failure of Owner to timely pay any contractor, subcontractor, laborer or materialman or any claim or cause of action whatsoever brought by a third party arising out of the construction or operation of the Project; (ii) the failure of Owner to comply with any Legal Requirements; (iii) any default or breach of the terms of this Agreement by Owner; (iv) any negligence or reckless or willful misconduct of Owner and contractors, subcontractors or agents or employees thereof; and (v) any material misrepresentations or omissions of Owner. With respect to any action for which Owner's foregoing indemnity applies, Owner shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against City, its agents, officers, officials or employees in any such action for which Owner's foregoing indemnity applies, Owner shall, at its own expense, satisfy and discharge the same. This paragraph shall not apply, and Owner shall have no obligation whatsoever, with respect to any acts of gross negligence or reckless or willful misconduct on the part of City or any of its, officers, officials, agents, employees or contractors or City's default or breach of the terms of this Agreement.

Section 12. No Liens. In connection with the construction of the Project, Owner shall neither cause nor permit any mechanic's or other liens to attach to or encumber the Project or the Real Estate except for the lien of Owner's lenders. Owner hereby agrees and covenants to indemnify and hold City harmless in the event that any liens are filed against the Project or the Real Estate as a result of the acts of Owner, its agents, independent contractors or assigns. In the event a mechanic's or other lien is filed which attaches to or encumbers the Project or Real Estate, Owner shall, within thirty (30) days after notice of such lien, institute such proceedings as shall be necessary to have the lien claim adjudicated and removed. Owner shall pay within ten (10) days any final judgment awarded to a lien claimant so as to prevent a foreclosure sale. Notwithstanding the foregoing, and except with respect to liens of City, Owner shall have the right to bond over any lien or obtain a title insurance endorsement in form and substance reasonably acceptable to City in order to satisfy its obligations pursuant to this Section 12.

Section 13. Default – Remedies.

(a) If Owner defaults in the performance of any covenant, warranty, representation or obligation set forth in this Agreement, City shall provide Owner with a written statement setting forth the default of Owner. Except as required to protect against further damages, City may not exercise any remedies against Owner in connection with such failure until thirty (30) days after



giving such notice. If such default cannot be cured within such thirty (30) day period, said thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, not to exceed sixty (60) additional days, as long as Owner is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

(b) If Owner fails to cure any default after the expiration of the cure period described in subparagraph (a), City may elect to terminate this Agreement or exercise any other right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against Owner, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Owner insolvent or unable to pay its debts, or Owner makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Owner for the major part of its property, City may elect, to the extent such election is permitted by law, but is not required, with or without notice of such election, to terminate this Agreement. In the case of an involuntary petition, action or proceeding for the adjudication as a bankrupt or for the appointment of a trustee or receiver as set forth above, Owner shall have sixty (60) days after the service of such petition or pleading or the commencement of such action or proceeding within which to obtain a dismissal of such petition, pleading, action or proceeding.

(c) If City defaults in the performance of any covenant, warranty, representation or obligation set forth in this Agreement, Owner shall provide City with a written statement setting forth the default. Owner may not exercise any remedies against City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, as long as City is diligently proceeding to cure such default. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by Owner in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach. Notwithstanding the foregoing, the sole remedy of Owner in the event of a breach of this Agreement shall be to institute legal action for specific performance or injunctive relief against City. Under no circumstances shall City have any liability for monetary damages, whether compensatory, punitive or otherwise, under this Agreement.

(d) Upon any dispute between the parties under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute.

(e) It is hereby agreed by Owner that no recourse for any claim under or upon any obligation contained in the Agreement shall be had against City, its officers, agents, attorneys, representatives, or employees, in any amount in excess of any specific sum agreed to be paid by City pursuant to this Agreement; and no liability, right, or claim at law or in equity shall be

attached to or incurred by City, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by City to be paid hereunder, and any such claim is hereby expressly waived and released as a condition of and in consideration for the execution of this Agreement by City.

Section 14. Notices. All notices, demands, requests, consents, approvals or other communications required or permitted by this Agreement shall be given in writing at the addresses set forth below and shall be deemed to have been given (i) on the day of actual delivery if delivered personally, (ii) on the day immediately following deposit with overnight courier, or (iii) as of the third (3<sup>rd</sup>) day from and including the date of posting if mailed by registered or certified first class mail, postage prepaid, return receipt requested. The parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals or other communications shall be sent.

If to City:                   City of Rock Falls  
                                      c/o City Administrator  
                                      603 W. 10<sup>th</sup> St.  
                                      Rock Falls, Illinois 61071

With a copy to:           Ward, Murray, Pace & Johnson, P.C.  
                                      202 E. Fifth St., P.O. Box 400  
                                      Sterling, Illinois 61081  
                                      Attention: Robert T. LeSage III, Esq.

If to Owner:               Pete Harkness  
                                      17885 Grandview Drive  
                                      Sterling, IL 61081

With a copy to:           William R. Shirk, Esq.  
                                      301 East Main St.  
                                      Morrison, Illinois 61270

Section 15. Time is of the Essence; Force Majeure. Time is of the essence of this Agreement; provided, however, a party shall not be deemed in material breach of this Agreement with respect to any obligations of this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate the same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to

the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

Section 16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

Section 17. Recordation of Memorandum of Agreement. City, at its sole cost and expense, may cause a memorandum of this Agreement (in a form and substance to be reasonably agreed upon by the parties) to be recorded with the Whiteside County Recorder of Deeds.

Section 18. Severability. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 19. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois with venue lying in the Circuit Court for Whiteside County, Illinois.

Section 20. Amendments. This Agreement (together with the Exhibits attached hereto) constitutes the entire agreement between City and Owner and supersedes all prior agreements, negotiations and discussions between them relating to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument executed by all the parties or their permitted successors or assigns.

Section 21. Third Parties. Except as specifically set forth in this Agreement, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party, nor shall any provision give any third parties any rights of subrogation or action over or against any party.

Section 22. Waiver. Any party may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 23. Assignment. Notwithstanding anything to the contrary set forth herein, Owner may not assign its rights or obligations under this Agreement without the express written consent of City, which it is under no obligation to give.

Section 24. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, nor any actions of the parties, shall be construed by the parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

Section 25. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member of the Corporate Authorities or any official, officer, agent, employee or attorney of City, in his or her individual capacity. No official, officer, agent, employee or attorney of City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement.

Section 26. Signs. City, at City's sole cost and expense, may erect a sign of reasonable size and style in a location on the Real Estate reasonably acceptable to Owner during the development of the Project indicating that City provided economic development assistance to the Project. Such sign shall be removed by City prior to the opening for business at the Project.

Section 27. Actions Contesting the Validity and/or Enforceability of this Agreement. In the event a third party brings an action contesting the validity or legality of this Agreement, the Abatement Ordinance, or the ordinances approving any of the above, then City, at Owner's cost, agrees to defend the same. At its option, Owner may assume, at its cost, such defense with counsel acceptable to City.

Section 28. Designated Representatives. Unless applicable documents or procedures require action by Owner in a different manner, Owner hereby designates Pete Harkness as its authorized representative, who shall individually have the authority to make or grant supplemental agreements, certifications, requests, demands, approvals, consents, notices and other actions, and do all things required or described in this Agreement, for and on behalf of Owner and with the effect of binding Owner in connection therewith.

Section 29. Electronic Signatures. Signatures delivered by electronic mail or facsimile shall be deemed original signatures for all purposes.

Section 30. Effective Date. This Agreement shall be effective on the later of (i) the day on which this Agreement is authorized for execution pursuant to duly enacted City proceedings authorizing the execution of and adoption of this Agreement and (ii) the execution and delivery of this Agreement by each party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Rock Falls, Illinois.

CITY OF ROCK FALLS,  
an Illinois municipal corporation

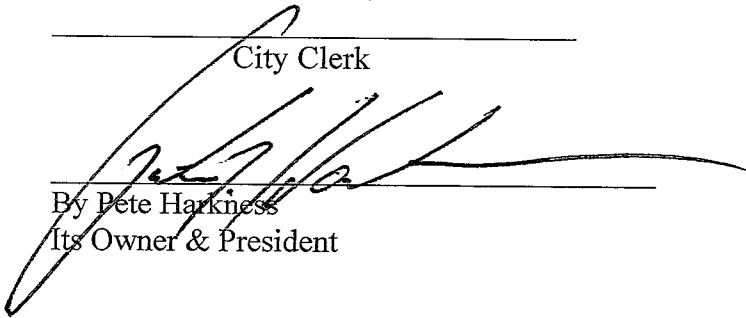
\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

A large, stylized handwritten signature in black ink, appearing to read 'Pete Harkness', is written over a horizontal line.

By Pete Harkness  
Its Owner & President

Exhibit A

Part of Lot 4 of the subdivision of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 34, Township 21 North, Range 7 East of the 4th P.M., City of Rock Falls, County of Whiteside, State of Illinois, more particularly described as follows: Commencing at the Southwest corner of the Northwest Quarter of said Section 34; thence North  $00^{\circ}06'41''$  West, along the West line of said Northwest Quarter, a distance of 260.41 feet to the North Line of the tract described in Document No. 384-92; thence North  $89^{\circ}35'10''$  East, along said North line, a distance of 43.68 feet to the point of beginning, being the East right of way line of Illinois Route 40; thence North  $89^{\circ}35'10''$  East along said North line, a distance of 284.86 feet to East line of said tract; thence South  $00^{\circ}04'28''$  East along said East line, a distance of 299.50 feet to the Northerly right of way line of US Route 30; thence North  $66^{\circ}20'21''$  West along said Northerly line, a distance of 219.34 feet; thence North  $42^{\circ}04'41''$  West, along said Northerly line, a distance of 103.16 feet to said Easterly right of way line of Illinois Route 40; thence North  $06^{\circ}31'40''$  West, along said Easterly line, a distance of 133.72 feet to the point of beginning.

Exhibit B

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

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 20\_\_\_\_ TO PAY DEBT SERVICE ON

\_\_\_\_\_  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, said Ordinance being adopted as Ordinance No. \_\_\_\_\_ which did provide for the issue of an amount not to exceed \_\_\_\_\_ and the levy of a direct annual tax sufficient to pay principal and interest on the \_\_\_\_\_; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the \_\_\_\_\_ during the next succeeding \_\_\_\_\_ year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 20\_\_\_\_ to pay such debt service on the \_\_\_\_\_ be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 20\_\_\_\_ in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of \_\_\_\_\_.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 20\_\_\_\_ in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Rod Kleckler, Mayor

Attest:

---

Pamela Martinez, City Clerk



**CITY OF ROCK FALLS  
ENGINEERING SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

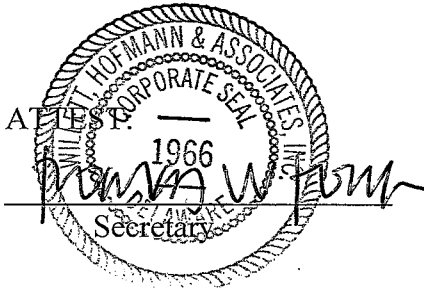
11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES, INC.

By Brian K. Conway

President & General Manager

(Title)



CITY OF ROCK FALLS, ILLINOIS,

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

ATTEST:

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

**Exhibit 1**  
**Project Description**

The City needs a rate study perform for the Water Department and Wastewater Department.

**Exhibit 2**  
**Description of Services**

Water Department Rate Study

1. Review the previous four (4) years of expenses and revenues.
2. Review Water Department pumping records and billable volumes for FY 2022 and FY 2023.
3. Develop an inventory of the water system facilities and develop capital improvements budget for the long-term replacement of those facilities.
4. Evaluate existing Water Department outstanding debt and determine if adequate reserves or coverage requirements are being met.
5. Develop a new Water Department Budget for Fiscal Years 2025 – 2029.
6. Recommend Water Department rates which will provide enough revenue to meet the projected expenses for Fiscal Years 2025 – 2029.
7. Prepare a Water Department rate study report which will summarize the past expense and revenue, develop new budgets for Fiscal Years 2025 – 2029 and recommend water rate modifications.
8. One (1) meeting to review the final report with City Administrator and Water Superintendent.
9. Attend Utility Committee meeting to present the final report.

Wastewater Department Rate Study

1. Review the previous four (4) years of expenses and revenues.
2. Review wastewater treatment plant influent flow records and billable volumes for FY 2022 and FY 2023.
3. Develop an inventory of the wastewater system facilities and develop capital improvements budget for the long-term replacement of those facilities.
4. Evaluate existing Wastewater Department outstanding debt and determine if adequate reserves or coverage requirements are being met.
5. Develop a new Wastewater Department Budget for Fiscal Years 2025 – 2029.
6. Recommend Wastewater Department rates which will provide enough revenue to meet the projected expenses for Fiscal Years 2025 – 2029.
7. Prepare a Wastewater Department rate study report which will summarize the past expense and revenue, develop new budgets for Fiscal Years 2025 – 2029 and recommend wastewater rate modifications.
8. One (1) meeting to review the final report with City Administrator and Wastewater Superintendent.
9. Attend Utility Committee meeting to present the final report.

**Exhibit 3**  
**Compensation**

Water Department Rate Study Report

We propose to perform the engineering services for the preparation of the Water Department Rate Study Report on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, at a cost not to exceed \$8,900.00. We are estimating 47 hours to complete.

Wastewater Department Rate Study Report

We propose to perform the engineering services for the preparation of the Wastewater Department Rate Study Report on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, at a cost not to exceed \$8,900.00. We are estimating 47 hours to complete.

Total Engineering Fee: \$17,800.00



**GENERAL RATES FOR ENGINEERING SERVICES  
(FIELD AND OFFICE)  
EFFECTIVE APRIL 1, 2023**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$220.00	\$340.00	Regular Rate
Principal Engineering Manager	\$180.00	\$280.00	Regular Rate
Engineering Manager	\$150.00	\$280.00	Regular Rate
Civil Engineer IV	\$130.00	\$210.00	Regular Rate
Civil Engineer III	\$120.00	\$190.00	Regular Rate
Civil Engineering Intern II	\$110.00	\$170.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$150.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$210.00	Regular Rate
Engineering Intern	\$60.00	\$100.00	Regular Rate
Principal Architectural Manager	\$140.00	\$220.00	Regular Rate
Architect Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$130.00	\$210.00	Regular Rate
Architect III	\$120.00	\$190.00	Regular Rate
Architectural Intern II	\$100.00	\$170.00	Regular Rate
Architectural Intern I	\$50.00	\$100.00	Regular Rate
SPP Architectural Intern I	\$50.00	\$100.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$50.00	\$210.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor Manager	\$120.00	\$190.00	Regular Rate
Prof. Land Surveyor IV	\$100.00	\$160.00	Regular Rate
Prof. Land Surveyor III	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$80.00	\$140.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$70.00	\$120.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$70.00	\$160.00	Regular Rate
Technician IV	\$90.00	\$150.00	1.3 x Regular Rate
Technician III	\$80.00	\$130.00	1.3 x Regular Rate
Technician II	\$70.00	\$120.00	1.3 x Regular Rate
Technician I	\$60.00	\$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$150.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$140.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$140.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$100.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Human Resource Administrator I	\$60.00	\$100.00	1.3 x Regular Rate
Bookkeeper	\$60.00	\$110.00	1.3 x Regular Rate
Bookkeeper/HR Supervisor	\$70.00	\$120.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.