

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

December 19, 2023
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 the minutes of the December 5, 2023, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 1st Reading:

1. 2024-2633 – Amending Chapter 16, Article XIII, Division 8 Relating to the City of Rock Falls Raffles Ordinance ☞

Ordinances 2nd Reading and Adoption:

1. Ordinance 2023-2626 – Fiscal Year 2024 Tax Levy ☞
2. Ordinance 2023-2627 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$5,300,000 General Obligation Bonds (Alternate Revenue Sources), Series 2017 ☞
3. Ordinance 2023-2628 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$2,115,000 General Obligation Bonds (Alternate Revenue Sources), Series 2016 ☞
4. Ordinance 2023-2629 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Sources), Series 2018A ☞
5. Ordinance 2023-2630 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Sources), Series 2018B ☞
6. Ordinance 2023-2631 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Sources), Series 2018C ☞
7. Ordinance 2023-2632 – Approving Acquisition of Sewer Utility Easement ☞

Resolutions:

1. Resolution 2023-916 – Granting Real Estate Tax Abatement ☞

City Administrator Robbin Blackert:

1. Approve Proposal for Asbestos Consulting Services with Terracon Consultants, Inc., 192 Exchange Blvd., Glendale Heights, IL 60139 for the Micro Industries Building ☞

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. Approve Engineering Services Agreement with Willett, Hofmann & Associates, Inc., 809 E 2nd Street, Dixon, IL 61021 for Watermain Construction Project. ☞

Ward 3

Alderman Steve Dowd

Alderman Cody Dornes

Ward 4

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

Alderman Cathy Arduini

Mayor's Report:

Adjournment

Next City Council Meeting – January 2, 2024, at 5:30 p.m.

Posted: December 15, 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.

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 December 5, 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, Snow, Dowd, Dornes, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present. Absent: Alderwoman Arduini

Audience request:

Chris Bishop, Dixon. Introduced himself as a candidate for the 37th Illinois Senate seat, currently being held by Senator Win Stoller.

Community Affairs:

None

Consent Agenda:

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

1. Approval of the minutes of the November 21, 2023, City Council Meeting.
2. Approval of bills as presented.

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

Vote 6 aye, motion carried.

Ordinance 2nd Reading and Adoption:

1. Ordinance 2023-2625 – Authorizing the Purchase of Real Property (11-28-276-011).
A motion was made by Alderwoman McKanna to approve Ordinance 2023-2625 – Authorizing the Purchase of Real Property (11-28-276-011) and second by Alderwoman Sobottka.

Vote 6 aye, motion carried.

Ordinance 1st Reading:

1. Ordinance 2023-2626 – Fiscal Year 2024 Tax Levy.
A motion was made by Alderwoman McKanna to approve Ordinance 2023-2626 – Fiscal Year Tax Levy for first reading and second by Alderman Snow.
Vote 6 aye, motion carried.
2. Ordinance 2023-2627 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$5,300,000.00 General Obligation Bonds (Alternate Revenue Sources), Series 2017.
A motion was made by Alderman Snow to approve Ordinance 2023-2627 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$5,300,000.00 General Obligation Bonds (Alternate Revenue Sources), Series 2017 for first reading and second by Alderman Dowd.
Vote 6 aye, motion carried.
3. Ordinance 2023-2628 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$2,115,000.00 General Obligation Bonds (Alternate Revenue Sources), Series 2016.
A motion was made by Alderman Wangelin to approve Ordinance 2023-2628 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on

\$2,115,000.00 General Obligation Bonds (Alternate Revenue Sources), Series 2016 for first reading and second by Alderwoman Wangelin.

Vote 6 aye, motion carried.

4. Ordinance 2023-2629 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$9,200,000.00 General Obligation Bonds (Electric System Alternate Revenue Sources), Series 2018A.

A motion was made by Alderman Snow to approve Ordinance 2023-2627 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$9,200,000.00 General Obligation Bonds (Electric System Alternate Revenue Sources), Series 2018A for first reading and second by Alderman Wangelin.

Vote 6 aye, motion carried.

5. Ordinance 2023-2630 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000.00 General Obligation Bonds (Waterworks System Alternate Revenue Sources), Series 2018B.

A motion was made by Alderwoman McKanna to approve Ordinance 2023-2630 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000.00 General Obligation Bonds (Alternate Revenue Sources), Series 2018B for first reading and second by Alderman Wangelin.

Vote 6 aye, motion carried.

6. Ordinance 2023-2631 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000.00 General Obligation Bonds (Sewerage System Alternate Revenue Sources), Series 2018C.

A motion was made by Alderman Snow to approve Ordinance 2023-2631 – Abating the Tax Heretofore Levied for the Year 2023 to Pay Debt Service on \$1,200,000.00 General Obligation Bonds (Sewerage System Alternate Revenue Sources), Series 2018C for first reading and second by Alderwoman McKanna.

Vote 6 aye, motion carried.

City Administrator:

1. Notice of Retirement - Fire Chief Cris Bouwens, December 29, 2023, will be last day.

City Attorney:

None

City Departments:

None

Alderman Reports / Committee Chairman Requests

A motion was made by Alderwoman Sobottka to approve the recommendation from the Ordinance/License/Personnel/Safety Committee to approve the Water Department to hire one employee and second by Alderman Snow.

Vote 6 aye, motion carried.

Mayor's Report:

Property tax for 2024 will be lowered by almost five percent.

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 (5:45 pm)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

603 W 10th Street

Rock Falls, Illinois

12/19/2023 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:

Tourism	\$7,445.20
General Fund	\$36,485.34
Building Code Demolition Fund	\$241.00
Industrial Development	\$88.00
Electric	\$564,134.34
IT Fund	\$178.00
Sewer	\$41,210.09
Water	\$51,427.74
Garbage	\$46,842.60
Customer Service Center	\$664.00
Drug Fund	\$42.21
Motor Fuel Tax	\$1,229.17
Customer Utility Deposits	\$50.00
	<hr/> <hr/>
	\$750,037.69

Alderman Wangelin
Alderman Palmer
Alderman Dornes
Alderman Arduini

INVOICES DUE ON/BEFORE 12/08/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	9,505.85	599.00
176	PETTY CASH	180.51	3.10
2796	U.S. CELLULAR	4,147.49	103.62
4815	TDG COMMUNICATIONS		3,750.00
5161	HUGHES MEDIA CORP	5,365.00	795.00
5360	AMAZON CAPITAL SERVICES	7,692.53	37.98
	TOURISM		5,288.70
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	3,330.00	300.00
795	SBM BUSINESS EQUIPMENT CENTER	6,699.58	20.00
	ADMINISTRATION		320.00
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	6,699.58	20.00
	CITY ADMINISTRATOR		20.00
04	BUILDING		
176	PETTY CASH	180.51	23.07
4827	KELLEY WILLIAMSON COMPANY	8,774.42	36.35
	BUILDING		59.42
05	CITY CLERK'S OFFICE		
5308	LEAF	4,667.12	92.71
	CITY CLERK'S OFFICE		92.71
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	895.14

INVOICES DUE ON/BEFORE 12/08/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
176	PETTY CASH	180.51	17.02
1853	MOORE TIRES INC.	5,713.23	28.56
194	GRUMMERT'S HARDWARE - R.F.	4,348.65	12.12
350	GISI BROS INC	13,410.08	70.94
364	GRUMMERTS HARDWARE - STERLING	638.95	97.64
4827	KELLEY WILLIAMSON COMPANY	8,774.42	38.21
4966	BETONY GLUFF		58.17
533	LECTRONICS, INC.	5,366.75	318.00
5360	AMAZON CAPITAL SERVICES	7,692.53	164.30
	POLICE		1,700.10
07	CODE HEARING DEPARTMENT		
4931	DACRA ADJUDICATION SYSTEM	7,850.00	1,150.00
	CODE HEARING DEPARTMENT		1,150.00
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	528.65
194	GRUMMERT'S HARDWARE - R.F.	4,348.65	17.66
2451	MENARDS	9,262.95	40.95
4086	BUSHMANS SERVICE		539.00
4827	KELLEY WILLIAMSON COMPANY	8,774.42	716.68
5329	BF ENGINEERING PLLC	3,825.00	225.00
5360	AMAZON CAPITAL SERVICES	7,692.53	250.73
5394	OLIVIA GUTIERREZ	375.00	125.00
5398	DOUGLAS MALMBERG		1,580.00
T0000024	MILES TRUCK & TRAILER WORKS	9,954.33	1,249.92
	STREET		5,273.59
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	4,167.30
533	LECTRONICS, INC.	5,366.75	50.00
	PUBLIC PROPERTY		4,217.30

INVOICES DUE ON/BEFORE 12/08/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	978.19
1622	C.O.P.S. & F.I.R.E. PERSONNEL	7,316.85	450.00
423	AT&T	567.67	72.16
4443	SANDRY FIRE SUPPLY LLC		564.50
4478	STERLING FENCE - GARAGE	9,216.12	1,448.00
4544	UPS	167.05	9.27
5308	LEAF	4,667.12	92.71
5360	AMAZON CAPITAL SERVICES	7,692.53	29.62
T0003483	B & A GLASS CO	1,845.71	900.00
	FIRE		4,544.45

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	8,238.99
176	PETTY CASH	180.51	19.46
219	CRESCENT ELECTRIC	835.97	122.88
283	ANIXTER INC	327,129.97	4,360.00
3129	CMA/FLODYNE/HYDRADYNE	2,738.47	335.84
4215	POWER LINE SUPPLY	83,948.71	196.35
440	IMUA	6,934.00	500.00
4478	STERLING FENCE - GARAGE	9,216.12	1,198.00
4544	UPS	167.05	133.37
4730	FLETCHER-REINHARDT CO	36,305.13	4,120.18
4827	KELLEY WILLIAMSON COMPANY	8,774.42	179.31
5141	CINTAS CORPORATION	1,461.87	46.61
533	ELECTRONICS, INC.	5,366.75	149.00
5360	AMAZON CAPITAL SERVICES	7,692.53	112.95
5376	KUENZ AMERICA INC	224,872.00	112,436.00
5380	WINTROY SUPPLY LLC	65,920.60	374.50
651	NICOR	19,217.96	168.00
66	STERLING CHEVROLET CO.	5,787.95	1,101.92
795	SBM BUSINESS EQUIPMENT CENTER	6,699.58	66.00
906	T & R SERVICE COMPANY	7,738.00	8,716.00
964	UUSCO	158,748.00	21,959.00
T0005385	PRESCOTT BROTHERS INC		1,472.16
	OPERATION & MAINTENANCE		166,006.52

SEWER FUND			
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 12/08/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	2,648.80	389.32
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	17,673.99
176	PETTY CASH	180.51	6.00
194	GRUMMERT'S HARDWARE - R.F.	4,348.65	5.30
2379	STANDARD EQUIPMENT COMPANY	8,232.14	108.87
2451	MENARDS	9,262.95	406.49
4207	O'REILLY AUTOMOTIVE INC	3,478.09	53.97
4995	CLOUDPOINT GEOSPATIAL	55,590.00	1,650.00
5171	FERGUSON ENTERPRISES LLC	6,851.68	100.78
533	ELECTRONICS, INC.	5,366.75	78.00
651	NICOR	19,217.96	100.38
T0005223	THOMPSON-HOPPS PUMPS		849.00
	OPERATION & MAINTENANCE		21,422.10
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	127,947.91	3,693.77
5396	BEHRENS PLUMBING & MECHANICAL		5,275.67
67	B & D SUPPLY CO.	674.93	505.43
	WATER		9,474.87
48	OPERATION & MAINTENANCE		
1151	SMITH ECOLOGICAL SYSTEMS CO	4,175.04	95.00
1165	CEC OF THE SAUK VALLEY INC	62,896.69	292.50
1289	CITY OF ROCK FALLS UTILITIES	303,877.93	7,379.37
176	PETTY CASH	180.51	53.42
194	GRUMMERT'S HARDWARE - R.F.	4,348.65	304.01
2796	U.S. CELLULAR	4,147.49	501.78
34	ALTORFER INC.	126,925.38	94.75
4086	BUSHMANS SERVICE		539.00
4141	BEHRENS TRUCKING &	34,112.50	3,470.00
4387	AMERICAN LEAK DETECTION		500.00
4827	KELLEY WILLIAMSON COMPANY	8,774.42	276.75
4953	CITY OF ROCHELLE	490.00	75.00
5131	METROPOLITAN INDUSTRIES, INC.	2,038.20	337.50
5141	CINTAS CORPORATION	1,461.87	291.83
5171	FERGUSON ENTERPRISES LLC	6,851.68	498.68
5238	FDF INC	2,725.00	350.00

DATE: 12/07/23
TIME: 08:26:18
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/08/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5337	PACE ANALYTICAL SERVICES LLC	4,905.50	455.00
631	MURRAY & SONS EXCAVATING, INC	11,171.00	3,173.00
	OPERATION & MAINTENANCE		18,687.59
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5329	BF ENGINEERING PLLC	3,825.00	405.00
	MOTOR FUEL TAX		405.00
	TOTAL ALL DEPARTMENTS		238,662.35

INVOICES DUE ON/BEFORE 12/15/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5253	WEX BANK	77,717.62	44.50
5265	ONMEDIA	1,000.00	500.00
5314	LINK MEDIA OUTDOOR	14,896.00	1,612.00
	TOURISM		2,156.50
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	1,351.33
	ADMINISTRATION		1,351.33
04	BUILDING		
5253	WEX BANK	77,717.62	184.18
	BUILDING		184.18
06	POLICE		
1448	IL DEPT OF INNOVATION &	2,789.01	398.43
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	506.00
1493	WILLIAM & MARY COMPUTER CENTER	48,953.33	1,688.00
350	GISI BROS INC	13,481.02	354.13
4508	LEXISNEXIS RISK DATA MGT LLC	218.50	30.00
4981	AT&T MOBILITY	2,709.84	110.60
5253	WEX BANK	77,717.62	3,212.88
5308	LEAF	4,852.54	194.71
662	RAY O'HERRON CO., INC.	4,629.52	107.99
752	ROCK FALLS AREA DOG CONTROL	2,510.55	532.05
	POLICE		7,134.79
07	CODE HEARING DEPARTMENT		
829	SELF HELP ENTERPRISE	1,679.00	67.00
	CODE HEARING DEPARTMENT		67.00

DATE: 12/14/23
 TIME: 12:57:50
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/15/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
110	BONNELL INDUSTRIES, INC.	12,739.69	1,456.11
1466	ALARM DETECTION SYSTEMS, INC.	4,537.38	629.01
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	110.00
1493	WILLIAM & MARY COMPUTER CENTER	48,953.33	40.45
194	GRUMMERT'S HARDWARE - R.F.	4,687.74	28.60
2212	ALLIANCE MATERIALS INC	7,382.54	57.06
2301	STERLING NAPA	4,471.28	7.99
4207	O'REILLY AUTOMOTIVE INC	3,532.06	83.95
4913	MID-WEST TRUCKERS ASSOC INC	1,830.00	41.25
5141	CINTAS CORPORATION	1,800.31	91.01
5253	WEX BANK	77,717.62	1,776.28
5259	CHRIS STAUFFER	1,368.30	662.00
651	NICOR	19,486.34	962.29
	STREET		5,946.00
12	PUBLIC PROPERTY		
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	476.67
651	NICOR	19,486.34	317.05
T0001959	SAUK VALLEY PLUMBING INC	12,138.65	634.83
	PUBLIC PROPERTY		1,428.55
13	FIRE		
4655	WHEELHOUSE, INC.	3,690.00	1,800.00
4664	STAPLES ADVANTAGE	923.51	53.86
4981	AT&T MOBILITY	2,709.84	200.73
5253	WEX BANK	77,717.62	874.38
956	UNIFORM DEN INC	1,289.39	66.95
	FIRE		2,995.92
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	241.00
	BUILDING CODE DEMOLITION FUND		241.00

INVOICES DUE ON/BEFORE 12/15/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	88.00
	INDUSTRIAL DEVELOPMENT		88.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,405.45	104.30
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	308.00
1853	MOORE TIRES INC.	5,741.79	30.56
2187	BORDER STATES INDUSTRIES INC	3,502.41	6,995.00
2451	MENARDS	9,710.39	39.00
283	ANIXTER INC	331,489.97	1,900.00
4215	POWER LINE SUPPLY	84,145.06	5,860.22
437	ILLINOIS MUNICIPAL ELECTRIC	2,772,617.40	334,543.87
4603	SUNBELT SOLOMON		18,194.00
4730	FLETCHER-REINHARDT CO	40,425.31	807.00
4913	MID-WEST TRUCKERS ASSOC INC	1,830.00	81.25
5205	TALLMAN EQUIPMENT CO INC.	7,065.15	2,848.95
5253	WEX BANK	77,717.62	1,482.45
5259	CHRIS STAUFFER	1,368.30	250.00
5270	ALBAT PROGRAM		7,365.58
5332	TYNDALE	12,472.30	218.90
5343	QP TESTING LLC	73,944.00	14,242.18
5369	HELM ELECTRIC	54,910.65	155.00
651	NICOR	19,486.34	871.35
66	STERLING CHEVROLET CO.	6,889.87	750.87
67	B & D SUPPLY CO.	1,180.36	18.61
T0001959	SAUK VALLEY PLUMBING INC	12,138.65	672.96
T0004455	ROCK RIVER CARTAGE INC	7,104.94	387.77
	OPERATION & MAINTENANCE		398,127.82
IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER	48,953.33	178.00
	IT FUND		178.00
SEWER FUND			

INVOICES DUE ON/BEFORE 12/15/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1449	QUALITY READY MIX	26,912.40	663.00
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	5,784.38
2451	MENARDS	9,710.39	27.25
395	HILLS ELECTRIC MOTOR SERVICE	3,646.97	46.14
4027	WHITESIDE COUNTY RECORDER	1,376.25	48.00
4119	USA BLUE BOOK	3,829.34	494.23
4210	NCL OF WISCONSIN		475.55
4361	FERGUSON WATERWORKS #2516	131,641.68	4,213.75
4913	MID-WEST TRUCKERS ASSOC INC	1,830.00	51.25
5171	FERGUSON ENTERPRISES LLC	7,451.14	1,298.71
5253	WEX BANK	77,717.62	1,210.32
651	NICOR	19,486.34	5,475.41

OPERATION & MAINTENANCE 19,787.99

WATER FUND			
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,405.45	39.08
1449	QUALITY READY MIX	26,912.40	2,064.00
1740	VIKING CHEMICAL CO	15,185.50	1,923.00
194	GRUMMERT'S HARDWARE - R.F.	4,687.74	75.98
2212	ALLIANCE MATERIALS INC	7,382.54	673.26
2380	AUTOZONE	323.49	32.93
2451	MENARDS	9,710.39	296.55
350	GISI BROS INC	13,481.02	173.79
4027	WHITESIDE COUNTY RECORDER	1,376.25	48.00
4361	FERGUSON WATERWORKS #2516	131,641.68	14,390.42
4913	MID-WEST TRUCKERS ASSOC INC	1,830.00	51.25
4946	MARTIN & COMPANY EXCAVATING	770,417.52	201.00
4953	CITY OF ROCHELLE	565.00	50.00
5141	CINTAS CORPORATION	1,800.31	48.28
5253	WEX BANK	77,717.62	1,209.12
5399	ANDREW BARSEMA		108.20
631	MURRAY & SONS EXCAVATING, INC	14,344.00	1,152.00
651	NICOR	19,486.34	498.47
67	B & D SUPPLY CO.	1,180.36	181.96
795	SBM BUSINESS EQUIPMENT CENTER	6,805.58	47.99

OPERATION & MAINTENANCE 23,265.28

GARBAGE FUND

DATE: 12/14/23
TIME: 12:57:50
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/15/2023

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
1258	REPUBLIC SERVICES #721	338,935.55	46,842.60
	GARBAGE		46,842.60
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	70,431.11	220.00
5366	GILA LLC	2,439.00	444.00
	CUSTOMER SERVICE CENTER		664.00
DRUG FUND			
56	DRUG ABUSE		
4981	AT&T MOBILITY	2,709.84	42.21
	DRUG ABUSE		42.21
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS INC	7,382.54	824.17
	MOTOR FUEL TAX		824.17
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005798	AMY GAULRAPP		50.00
	CUSTOMER UTILITY DEPOSITS		50.00
	TOTAL ALL DEPARTMENTS		511,375.34

CITY OF ROCK FALLS

ORDINANCE NO. 2024-2633

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XIII, DIVISION 8
RELATING TO THE CITY OF ROCK FALLS RAFFLES ORDINANCE**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2024

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2024.

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XIII, DIVISION 8
RELATING TO THE CITY OF ROCK FALLS RAFFLES ORDINANCE**

WHEREAS, the Raffles and Poker Runs Act, 230 ILCS 15/1 et. seq. (the “Act”), authorizes the licensure and operation of raffles and poker runs by licensed not-for-profit organizations throughout the State of Illinois; and

WHEREAS, pursuant to Chapter 16, Article XIII, Division 8, the City of Rock Falls (the “City”), has authorized the licensure and operation of raffles and poker runs within the corporate limits of the City by qualifying not-for-profit organizations; and

WHEREAS, the state legislature recently amended the Act to provide for a change as to the organizations which may conduct raffles under the Act; and

WHEREAS, to conform with said amendments to the Act, the Mayor and City Council of the City (collectively, the “Corporate Authorities”) desire to amend the City’s raffle ordinance 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 preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 16, Article XIII, Section 16-1480 of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 16-1480. – Definitions.

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

Business organization means a voluntary organization composed of individuals and businesses who have joined together to advance the commercial, financial, industrial or civic interest of a community.

Charitable organization means an organization or institution organized and operated to benefit an indefinite number of the public. The service rendered to those eligible for benefits must also confer some benefit on the public.

Educational organization means an organization or institution organized and operated to provide systematic instruction in useful branches of learning by methods common to schools and institutions of learning which compare favorably in their scope and intensity with the course of study presented in tax-supported schools.

Fire protection agency means: (1) an agency of the State of Illinois, unit of local government, or intergovernmental mutual aid entity that is vested by law or intergovernmental agreement with the duty and authority to provide public fire suppression, rescue, or emergency medical services; or (2) an organization that provides support or assistance to an agency of the State of Illinois, unit of local government, or intergovernmental mutual aid entity that is vested by law or intergovernmental agreement with the duty and authority to provide public fire suppression, rescue, or emergency medical services.

Fraternal organization means an organization of persons having a common interest, the primary interest of which is to both promote the welfare of its members and to provide assistance to the general public in such a way as to lessen the burdens of government by caring for those who otherwise would be cared for by the government.

Key location means:

- (1) For a poker run, the location where the poker run concludes and the prizes are awarded.
- (2) For a raffle, the location where the winning chances in the raffle are determined.

Labor organization means an organization composed of workers organized with the objective of betterment of the conditions of those engaged in such pursuit and the development of a higher degree of efficiency in their respective occupations.

Law enforcement agency means an agency of the State of Illinois or a unit of local government in the State of Illinois that is vested by law or ordinance with the duty to maintain public order and to enforce criminal laws or ordinances.

Licensee means an organization which has been issued a license to operate a raffle.

Net proceeds means the gross receipts from the conduct of raffles, less sums expended for prizes, local license fees and other reasonable operating expenses incurred as a result of operating a raffle.

Nonprofit means organized, operated and conducted on a not-for-profit basis with no personal profit inuring to anyone as a result of the operation.

Person means an individual, firm, organization, public or private corporation, government, partnership or unincorporated association.

Raffle means a form of lottery, as defined in subsection (b) of Section 28-2 of the Criminal Code of 2012 (720 ILCS 5/28-2), conducted by an organization licensed under this division in which:

- (1) The player pays or agrees to pay something of value for a chance, represented and differentiated by a number or by a combination of numbers or by some other means, one or more of which chances is to be designated the winning chance; and
- (2) The winning chance is to be determined through a drawing or by some other method based on an element of chance by an act or set of acts on the part of persons conducting or connected with the lottery, except that the winning chance shall not be determined by the outcome of a publicly exhibited sporting contest.

“Raffle” does not include any game designed to simulate: (1) gambling games as defined in the Illinois Gambling Act, (2) any casino game approved for play by the Illinois Gaming Board, (3) any games provided by a video gaming terminal, as defined in the Video Gaming Act, or (4) a savings promotion raffle authorized under Section 5g of the Illinois Banking Act, Section 7008 of the Savings Bank Act, Section 42.7 of the Illinois Credit Union Act, Section 5136B of the National Bank Act, or Section 4 of the Home Owners' Loan Act.

Religious organization means any church, congregation, society or organization founded for the purpose of religious worship.

Veterans organization means an organization or association comprised of members of which substantially all are individuals who are veterans or spouses, widows or widowers of veterans, the primary purpose of which is to promote the welfare of its members and to provide assistance to the general public in such a way as to confer a public benefit.”

SECTION 3: Chapter 16, Article XIII, Section 16-1485 of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 16-1485. – Licensee qualifications.

(a) Raffle licenses shall be issued only (1) to bona fide religious, charitable, labor, business, fraternal, educational, veterans', or other bona fide not-for-profit organizations that operate without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a raffle license and which have during that entire 5-year period been engaged in carrying out their objects, (2) to a non-profit fundraising organization that the licensing authority determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident, or disaster, (3) to any law enforcement agencies and associations that represent law enforcement officials, or (4) to any fire protection agencies and associations that represent fire protection officials.

(b) Poker run licenses shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, veterans', or other bona fide not-for-profit organizations that operate without profit to their members and which have been in existence continuously for a

period of 5 years immediately before making application for a poker run license and which have during that entire 5-year period been engaged in carrying out their objects. Licenses for poker runs shall be issued for the following purposes: (1) providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident, or disaster or (2) to maintain the financial stability of the organization.

(c) The city may waive the 5-year requirement under subsections (a) or (b) for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans' organization that applies for a license to conduct a raffle or a poker run if the organization is a local organization that is affiliated with and chartered by a national or State organization that meets the 5-year requirement.

(d) The following are ineligible for any license under this division:

- (1) Any person whose felony conviction will impair the person's ability to engage in the licensed position, provided, however, that the city shall have the right to refuse to issue a license to any applicant found to have been previously convicted of a felony as provided in Section 3.1 of the Raffles and Poker Runs Act (230 ILCS 15/3.1);
- (2) Any person who is or has been a professional gambler or gambling promoter;
- (3) Any person who is not of good moral character;
- (4) Any organization in which a person defined in subsections (1), (2) or (3) of this subsection has a proprietary, equitable or credit interest, or in which such person is active or employed;
- (5) Any organization in which a person defined in subsections (1), (2) or (3) of this subsection is an officer, director, or employee, whether compensated or not; and
- (6) Any organization in which a person defined in subsections (1), (2) or (3) of this subsection is to participate in the management or operation of a raffle as defined herein."

SECTION 4: In all other respects, Chapter 16, Article XIII, Division 8 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 5: 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 6: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 7: 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 _____, 2024.

Mayor

ATTEST:

City Clerk

AYE

NAY

ORDINANCE NO. 2023-2626

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

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby levied for the purposes specified against all taxable property in the City of Rock Falls for the Fiscal Year beginning May 1, 2023 and ending April 30, 2024.

	<u>Appropriated</u>	<u>Other Sources</u>	<u>Levied</u>
Administration:			
Elected Officials Salaries	51,600.00		
Mayor's Expenses	1,000.00		
Information Technology Expense	2,430.00		
Hotel/Motel Admin Fee Expense	7,500.00		
Print Pub Ordinance/Notice	200.00		
Codification of Ordinances	6,000.00		
Policy Manual Compliance	5,500.00		
Dues/Sub/Publications	1,100.00		
Office Expense	1,600.00		
Meetings/Seminars/Schools	2,000.00		
Telephone Expense	1,000.00		
Legal & Prof. Expense	68,560.00		
Auditing Expense	35,000.00		
Bad Debt Expense	750.00		
Consultants Fee	5,000.00		
Insurance Exp. - General	283,007.00		
Property Acquisition	54,458.00		
ARPA	650,000.00		
Miscellaneous Expense	1,000.00		
RF Chamber Gen. Ofc Expense	6,000.00		
Sauk Valley College	10,000.00		
Union Drainage Tax	5,000.00		
Contingency	119,871.00		
Total Administration	<u><u>\$1,318,576.00</u></u>	<u><u>\$1,067,771.13</u></u>	<u><u>\$250,804.87</u></u>
City Administrator:			
Salary/Wages	105,318.00		
Vehicle Allowance	1,800.00		
IMRF	5,277.00		
Social Security	6,530.00		
Medicare	1,528.00		
Office Expense	1,000.00		
Information Technology Expense	2,430.00		
Mtgs-Sem-Conf-School	1,000.00		
Telephone	1,974.00		
Insurance Expense Employee	26,000.00		
Miscellaneous Expense	300.00		
Contingency	15,316.00		
Total City Administrator	<u><u>\$168,473.00</u></u>	<u><u>\$168,473.00</u></u>	<u><u>\$0.00</u></u>

Planning/Zoning:

Print/Publishing Ord/Notices	200.00		
Postage & Office Supplies	750.00		
Legal & Professional Expense	2,500.00		
Contingency	345.00		
Total Planning/Zoning	<u>\$3,795.00</u>	<u>\$3,795.00</u>	<u>\$0.00</u>

Building Department:

Salary/Wages	190,243.00		
Dues/Subscriptions/Publications	1,000.00		
Office Expense	5,500.00		
Public Awareness	400.00		
Overtime	200.00		
Meetings/Seminars/Schools	1,500.00		
Vehicle Gas & Oil	3,000.00		
Vehicle Maint. & Operation	3,000.00		
Homestead Program Expense	1,000.00		
Telephone Expense	2,200.00		
Legal Expense	2,000.00		
Insurance Expense Employee	98,621.00		
Information Technology Expense	2,769.00		
Miscellaneous Expense	500.00		
Contingency	31,194.00		
Total Building Department	<u>\$343,127.00</u>	<u>\$343,127.00</u>	<u>\$0.00</u>

Business Office:

Salary/Wages	141,992.00		
Dues/Subscriptions/Publications	1,300.00		
Office Expense	19,673.00		
Information Technology Expense	1,906.00		
Meetings/Seminar/Conference	200.00		
Telephone Expense	1,040.00		
Insurance Expense - Employee	36,066.00		
Miscellaneous Expense	300.00		
Contingency	20,248.00		
Total Business Office	<u>222,725.00</u>	<u>\$222,725.00</u>	<u>\$0.00</u>

Police Department:

Non-Sworn Wage	131,312.00
Overtime/Sworn	45,000.00
Overtime - Non-Sworn	200.00
Insurance Employee	400,728.00
457RA Contribution	6,231.00
K-9 Pay	2,400.00
Sworn Police Wages	1,476,248.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	8,700.00
New Cars	97,990.00
Dues/Sub./Publ.	8,850.00
Postage/Office Supp.	7,610.00
New Equipment	13,000.00
R & M - Equipment	5,400.00
Contrib to Police Pens.	694,937.00
Commissioner's Expenses	16,063.00
R & M - Building	14,200.00
Rabies Control	7,000.00
Radio Expense	5,000.00
Telephone Expense	7,800.00

Service Contracts	69,464.00		
Mtgs/Conf/Sem/Sch	15,400.00		
Vehicle Gas & Oil	35,000.00		
Veh Oper./Maint.	25,000.00		
Firearms Training	11,200.00		
Utilities	12,920.00		
Heating Gas Expense	2,500.00		
Legal & Prof. Exp.	7,000.00		
Community Policing	1,000.00		
Sex Offender Registration Expense	2,000.00		
Printing	1,500.00		
Police Supplies	1,000.00		
Uniform Expense	18,225.00		
Janitor Supplies	1,000.00		
Police Investigation	5,300.00		
Towing	2,000.00		
Physicals	260.00		
Safety Expense	2,000.00		
Misc Exp.	500.00		
Dispatch Consolidation	180,000.00		
Information Technology	28,487.00		
Police Training Academy	6,800.00		
Contingency	338,023.00		
Total Police Department	<u>\$3,718,248.00</u>	<u>\$2,882,179.54</u>	<u>\$836,068.46</u>

Code Hearing Department:

Office Supplies	2,500.00		
Monthly Software License	11,400.00		
Legal Expenses	500.00		
Professional Expenses	10,200.00		
Miscellaneous Expense	1,000.00		
Contingency	2,560.00		
Total Code Hearing Department	<u>28,160.00</u>	<u>\$28,160.00</u>	<u>\$0.00</u>

Economic Development:

Salary/Wages	85,000.00		
IMRF	4,259.00		
Social Security	5,270.00		
Medicare	1,233.00		
Dues/Subscriptions/Publications	500.00		
Office Expense	5,000.00		
IT Expense	1,406.00		
Mtgs/Seminars/Conferences	2,000.00		
Telephone Expense	1,000.00		
Insurance Expense - Employee	26,000.00		
Miscellaneous Expenses	500.00		
Contingency	13,217.00		
	<u>145,385.00</u>	<u>\$145,385.00</u>	<u>\$0.00</u>

Street Department:

Overtime	20,000.00		
Grounds Maintenance	5,000.00		
Sidewalk Repairs	0.00		
Salaries	460,000.00		
Insurance-Employee	125,000.00		
Postage & Office Sup.	500.00		
New Equipment	0.00		
Repair & Maint Equip.	25,000.00		
Snow Removal/Meals	500.00		

Information Technology	1,600.00		
Alarm Expense	2,350.00		
Sign Material	8,000.00		
Loan/Principal	33,481.00		
Loan/Interest	4,482.00		
Radio Expense	250.00		
Bldg Maint. & Repair	10,000.00		
Vehicle Gas & Oil	20,000.00		
Veh. Operation & Maint.	25,000.00		
Tree & Stump Removal	8,500.00		
Paint & Painting Sup.	10,000.00		
Utilites	8,860.00		
Telephone Expense	4,000.00		
Heating Gas Expense	13,000.00		
Legal & Professional Exp	1,000.00		
Sales tax project-Infrast.	300,000.00		
Engineering/Sales Tax Project	50,000.00		
Barricade Expense	1,000.00		
Uniform Expense	1,200.00		
Janitor Supplies	3,000.00		
Small Tools	1000.00		
Supplies	500.00		
Physicals	100.00		
Safety Expense	3,000.00		
Miscellaneous Expense	3,000.00		
Contingency	114,933.00		
Total Steet Department	<u>1,264,256.00</u>	<u>1,264,256.00</u>	<u>0.00</u>

Public Property:

Heater & A/C Repairs	3,000.00		
Grounds Maintenance	1,000.00		
New Equipment	500.00		
Repair & Maint. Equipment	1,000.00		
Bldg. Maint & Repairs	10,000.00		
Community Building - R & M	5,000.00		
Library - R & M	5,000.00		
City Parks - R & M	5,000.00		
Equipment Gas & Oil	200.00		
Utilities	56,650.00		
Fire Alarm Service Expense	1,000.00		
Heating Gas Expense	2,500.00		
Micro Industries Property	2,000,000.00		
Janitors Supplies	1,400.00		
Miscellaneous Expense	500.00		
Volunteer Projects	5,000.00		
Contingency	10,000.00		
Total Public Property	<u>2,107,750.00</u>	<u>2,107,750.00</u>	<u>0.00</u>

Fire Department:

Fire Investigation	50.00
Overtime	95,000.00
Insurance-Employee	216,796.00
457 Plan Contribution	7,000.00
Paid on Call Firemen	8,000.00
Holiday/Vacation Pay	38,600.00
Sworn Fire Salaries/Wages	957,618.00
Severance/Bonus Sick Pay	1,200.00
Fire Pension	482,968.00
New Cars	17,118.00
Dues/Subscription/Pubs	9,000.00

Postage & Office Supplies	3,550.00		
New Equipment	19,225.00		
R & M Equipment	14,500.00		
ESDA R & M Equipment	530.00		
Commissioner's Expenses	6,538.00		
Fire Truck/Principal	74,046.00		
Radio Expense	3,000.00		
Telephone Expense	5,500.00		
R & M Building	10,000.00		
Meetings/Seminars/Schools	20,000.00		
Interest Expense	9,165.00		
Vehicle Gas & Oil	14,000.00		
Vehicle Operation & Maint.	25,000.00		
Utilities	13,850.00		
Heating Gas	8,000.00		
Legal & Professional Exp	5,500.00		
Uniform Expense	6,000.00		
Janitors Supplies	2,000.00		
Fire Supplies & Chemicals	3,600.00		
Physicals	500.00		
Safety Expense	5,000.00		
Micellaneous Expense	1,200.00		
Information Technology	9,086.00		
Training Materials	8,000.00		
Public Education Materials	250.00		
Consolidated Dispatch	180,000.00		
Admin Assistant	20,000.00		
Contingency	230,139.00		
Total Fire Department	<u>2,531,529.00</u>	<u>\$2,057,196.22</u>	<u>\$474,332.78</u>

Social Security/Medicare/IMRF:

Social Security	74,019.61		
Medicare	54,836.55		
IL Municipal Retirement	59,411.84		
Contingency	18,827.00		
TOTAL	<u>207,095.00</u>	<u>\$19,400.00</u>	<u>\$187,695.00</u>

Workers Comp/General Liability

Insurance - General	230,000.00		
TOTAL	<u>230,000.00</u>	<u>\$16,687.00</u>	<u>\$213,313.00</u>

SECTION II

That the following is a statement in detail of the purposes for which this levy is made where such purposes are not to be included in the General Levy Limits, but are additional hereto pursuant to Statute as indicated.

Corporate Fund

There is hereby levied for corporate purposes the sum of \$225,804.87 but not to exceed \$.25 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/8-3-1 of the Illinois Compiled Statutes.

Police Pension

There is hereby levied for the purpose of paying the City's share of Police Pension the sum of \$768,327.00 in accordance with Chapter 40 ILCS 5/3-125 of the Illinois Compiled Statutes.

Fire Pension

There is hereby levied for the purpose of paying the City's share of Firemen's Pension the sum of \$349,319.00 in accordance with Chapter 40 ILCS 5/4-118 of the Illinois Compiled Statutes.

Illinois Municipal Retirement Fund

There is hereby levied for the purpose of paying the City's share of Illinois Municipal Retirement the sum of \$59,412.00 in accordance with Chapter 40 ILCS 5/7-171 of the Illinois Compiled Statutes.

Police Protection

There is hereby levied a Police Protection Tax for the sum of \$67,741.46 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-1-3 of the Illinois Compiled Statutes.

Fire Protection

There is hereby levied a Fire Protection Tax for the sum of \$67,741.46 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-7-1 of the Illinois Compiled Statutes.

Annual Audit

There is hereby levied for the purpose of paying the required audit a Municipal Auditing Tax in the amount of \$25,000.00 in accordance with Chapter 65 ILCS 5/8-8-8 of the Illinois Compiled Statutes.

Lease Purchase

There is hereby levied for the purpose of paying the annual installment on the Fire Apparatus Lease in the amount of \$57,272.32 in accordance with Chapter 65 ILCS 5/11-76.1-2 of the Illinois Compiled Statutes.

Social Security

There is hereby levied for the purpose of paying City's share of Social Security and Medicare Tax the sum of \$128,283.00 in accordance with Chapter 40 ILCS 5/21-110 of the Illinois Compiled Statutes.

Tort Fund

There is hereby levied for the purpose of paying liability and property damage insurance the sum of \$83,192.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

Worker's Compensation

There is hereby levied for the purpose of paying Worker's Compensation Insurance the sum of \$130,121.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

SUMMARY OF TAXES LEVIED

General Corporate	\$225,804.87
Police Pension	\$768,327.00
Fire Pension	\$349,319.00
Illinois Municipal Retirement Fund	\$59,412.00
Police Protection Tax	\$67,741.46
Fire Protection Tax	\$67,741.46
Fire Prot/Rescue/Emerg	\$57,272.32
Audit	\$25,000.00
Social Security/Medicare	\$128,283.00
Tort Fund	\$83,192.00
Worker's Compensation	\$130,121.00
	<hr/>
	\$1,962,214.11

SECTION III

The City Clerk of Rock Falls, Illinois is hereby directed forthwith to file a certified copy of this ordinance with the County Clerk.

SECTION IV

This ordinance shall be in full force and effect after its passage and approval and shall be published in pamphlet form according to law.

Section 1. All prior ordinances in conflict herewith are hereby repealed.

Section 2. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unconstitutional or invalid, then such holding or finding of unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 3. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of December, 2023.

Rod Kleckler, Mayor

ATTEST:

Pamela Martinez, City Clerk

CERTIFICATE OF APPROPRIATION ORDINANCE

IN ACCORDIANCE WITH P.A. 83-881

The undersigned, being the Clerk and Chief Fiscal Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance No. 2023-2608 of said district for its 2024 fiscal year, adopted June _____, 2023.

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

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

Dated: June _____, 2023.

Michelle K. Conklin, Deputy

Seal:

Kay Abner, Treasurer

Fiscal Year	2023				FY 2024		% change
	Tax Year 2021-Paid in 2022				Requested		
Year Levy	Requested				Requested		
EAV Value est/actui	\$86,080,242.00				\$90,321,949.00		\$4,241,707.00
Notes	Requested	Certified	Total Extension	Requested			
Corporate	0.2500	0.2500	\$213,853.90	0.2500	\$225,804.87	4.93%	
IMRF	0.0905	0.0906	\$77,423.00	0.0658	\$59,412.00	5.59%	
Fire Protection	0.0750	0.0750	\$64,560.18	0.0750	\$67,741.46	-23.34%	
Fire Pension	0.5646	0.5646	\$482,925.00	0.3867	\$349,319.00	5.59%	
Police Protection	0.0750	0.0750	\$64,560.18	0.0750	\$67,741.46	-27.67%	
Police Pension	0.8124	0.8124	\$694,937.00	0.8507	\$768,327.00	5.59%	
Audit	0.2923	0.0293	\$25,000.00	0.0277	\$25,000.00	10.56%	
Tort	0.1228	0.1228	\$105,029.00	0.0921	\$83,192.00	-0.25%	
Social Security/Medi	0.1266	0.1266	\$108,283.00	0.1420	\$128,283.00	-20.80%	
Worker's Comp	0.1920	0.1921	\$164,276.00	0.1441	\$130,121.00	18.46%	
Subtotal	2.6011	2.3384	\$2,002,193.97	2.1091	\$1,904,941.80	-20.82%	
Maximum Extension due to					\$195,177.21	-4.77%	
Bonds and Interest	0.0000	0.0000	\$0.00	0.0000	\$0.00	0.00%	
Fire Prot/Rescue/Enr	0.0670	0.0670	\$57,272.32	0.0634	\$57,272.32		
Total	2.6681	2.4054	\$2,059,466.29	2.1725	\$1,962,214.12	-4.77%	
Total Extension		95.23%	Sub-total Δ		Rate Change	-4.77%	

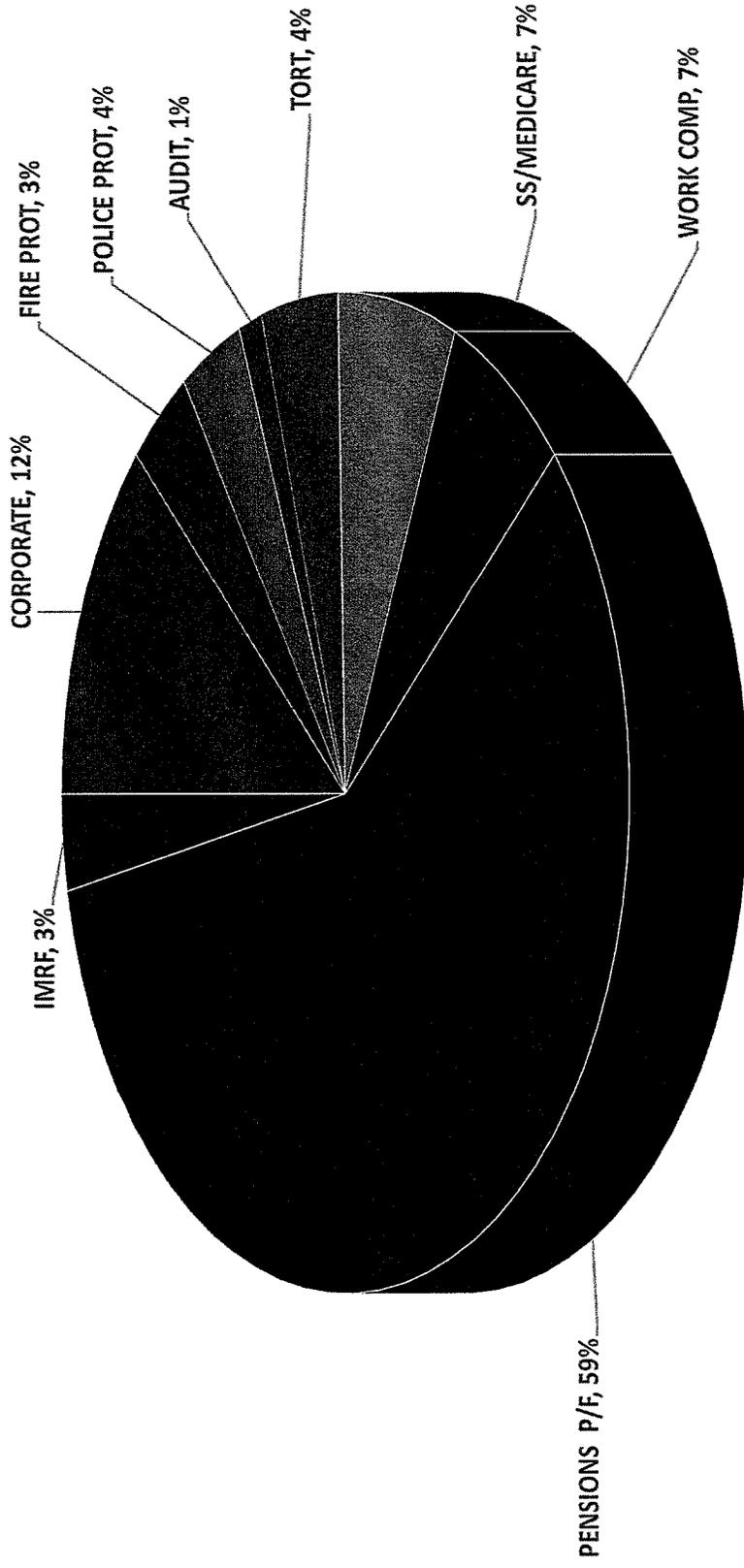
Per \$1000. of AV -4.77%
 \$21.72

at last year's rate
 Per \$1000. of AV
 \$23.90

INCREASE
 \$26,000 Assessed
 \$ (56.65)
 Based on \$78,000.
 Fair Market Value

	Levied	Actuarial
Police Pension	\$768,327.00	\$ 768,327.00
Fire Pension	\$349,319.00	\$ 349,319.00

2023 Paid in 2024 TAX LEVY



■ CORPORATE ■ FIRE PROT ■ POLICE PROT ■ AUDIT ■ TORT ■ SS/MEDICARE ■ WORK COMP ■ PENSIONS P/F ■ IMRF ■

ORDINANCE NO. 2023-2627

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023 TO PAY DEBT SERVICE ON
\$5,300,000 GENERAL OBLIGATION BONDS
(Alternate Revenue Sources), SERIES 2017
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 4th day of April, 2017, said Ordinance being adopted as Ordinance No. 2017-2301 which did provide for the issue of an amount not to exceed \$5,300,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; 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 bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2023 to pay such debt service on the bonds 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 2023 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$344,608.00**.

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 2023 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 December, 2023.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

ORDINANCE NO. 2023-2628

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023 TO PAY DEBT SERVICE ON
\$2,115,000 GENERAL OBLIGATION BONDS
(Alternate Revenue Sources), SERIES 2016
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 16th day of August, 2016, said Ordinance being adopted as Ordinance No. 2016-2278 which did provide for the issue of an amount not to exceed \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; 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 bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2023 to pay such debt service on the bonds 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 2023 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$145,850.00**.

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 2023 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 December, 2023.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

ORDINANCE NO. 2023-2629

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023 TO PAY DEBT SERVICE ON
\$9,200,000 GENERAL OBLIGATION BONDS
(Electric System Alternate Revenue Source), SERIES 2018A
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 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2381 which did provide for the issue of an amount not to exceed \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; 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 bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2023 to pay such debt service on the bonds 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 2023 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$521,000.00**.

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 2023 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 December, 2023.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

ORDINANCE NO. 2023-2630

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Waterworks System Alternate Revenue Source), SERIES 2018B
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 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2379 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; 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 bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2023 to pay such debt service on the bonds 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 2023 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$87,800.00**.

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 2023 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 December, 2023.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

ORDINANCE NO. 2023-2631

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2023 TO PAY DEBT SERVICE ON
\$1,200,000 GENERAL OBLIGATION BONDS
(Sewerage System Alternate Revenue Source), SERIES 2018C
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 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2380 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; 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 bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2023 to pay such debt service on the bonds 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 2023 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$111,800.00**.

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 2023 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 December, 2023.

Rod Kleckler, Mayor

Attest:

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2632

**ORDINANCE APPROVING ACQUISITION OF
SEWER UTILITY EASEMENT**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

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

**ORDINANCE APPROVING
SEWER UTILITY EASEMENT**

WHEREAS, First Christian Church is the owner of certain real estate located at 506 5th Avenue, Rock Falls, Whiteside County, Illinois 61071 (the “Church Property”); and

WHEREAS, in connection with the expansion of the City of Rock Falls’ (the “City”) sewer utilities, the City desires to obtain an easement for the construction and maintenance of such sewer utilities across the Church Property, all as more particularly described on Exhibit A, attached hereto (the “Sewer Utility Easement”); and

WHEREAS, Church is willing to grant the Sewer Utility Easement to City for the sum of \$5,000.00 (the “Acquisition Cost”); and

WHEREAS, the Mayor and the City Council (collectively, the “Corporate Authorities”) deem it in the best interests of the City to approve the Sewer Utility Easement and to pay the Acquisition Cost to Church, all upon the respective terms and conditions contained herein.

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

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

SECTION 2: The Sewer Utility Easement is approved. The City Administrator and/or City Treasurer are authorized and directed to tender payment of the Acquisition Cost to Church upon receipt of a fully executed and notarized Sewer Utility Easement by Church.

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

SECTION 4: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 5: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

SECTION 6: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage

and approval, and publication as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach sewer utility easement)

EASEMENT FOR

SEWER LIFT STATION

LEGAL DESCRIPTION PREPARED BY:

Willett, Hofmann & Associates, Inc.
809 East 2nd Street
Dixon, IL 61021

KNOW ALL MEN BY THESE PRESENTS, that FIRST CHRISTIAN CHURCH, of 506 5th Avenue, Rock Falls, Illinois 61071, Grantor, for and in consideration of the benefits accruing to the said Grantor and the sum of Five Thousand and No/100ths Dollars (\$5000.00) paid by the Grantee, to the Grantor, the receipt whereof is hereby acknowledged, hereby gives, grants, conveys and warrants to the CITY OF ROCK FALLS, an Illinois municipal corporation organized and existing under the laws of the State of Illinois, Grantee, and to the successors and assigns of said Grantee:

PERMANENT EASEMENT: A permanent easement (the "Permanent Easement"), and the right to construct underground UTILITY facilities, the right to maintain and make all necessary repairs to said underground UTILITY facilities, as may be reasonable and proper, including the reconstruction or replacement of said UTILITY facilities, together with the right of ingress and egress for the purpose of constructing and maintaining UTILITY facilities, together with the right to construct and maintain the necessary appurtenances for said UTILITY facilities over, along, upon and through said Permanent Easement hereinafter described, and including the right to abandon in place said UTILITY facilities.

For purposes of this document, "UTILITY" means and includes any and all sewer lift stations, appurtenant piping and sewer facilities which may hereafter be provided by the City of Rock Falls, Illinois, or its successors in interest or assigns as a utility service to customers or citizens.

The Permanent Easement is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and/or assigns hereby covenant to and with Grantee, that the Grantee's officers, agents, employees, contractors and subcontractors may at any and all times, when necessary or convenient to do so, go over and upon said above described permanent easement, and do and perform any and all acts necessary or convenient to the carrying into effect, the purpose for which this grant is made; that neither Grantor nor any or either of them, shall disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement.

TEMPORARY EASEMENT: The said Grantors further give and grant to the Grantee, as part of said consideration the right and privilege to use additional land as may be necessary in the construction of said UTILITY facilities (the "Temporary Easement"), said right and Temporary

Easement to be temporary and to be effective only during the construction of said UTILITY facilities.

The Temporary Easement is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns hereby covenant and warrant to and with Grantee, that it owns good and merchantable title to the land upon which the Permanent Easement is located and has full right and authority to grant this easement to Grantee, that Grantee, its officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, go over and upon said above described Permanent Easement, and do and perform any and all acts necessary or convenient to the carrying into effect, the purpose for which this grant is made; that Grantor shall not disturb, injure, molest or in any manner interfere with any UTILITY facilities or material for laying, maintaining, operating or repairing the same in, over or upon said described easement. Grantor further grants to Grantee and its assigns the right to enter upon the premises of the said Permanent Easement and remove from the surface therefrom any items, including trees, shrubs, overgrowth, buildings or other structures which may interfere with or obstruct the Grantee from exercising the rights granted hereunder.

The Grantee, by acceptance of the grant conveyed, hereby covenants and agrees and said easement is hereby granted upon the express conditions that care, skill and diligence will be used in constructing and laying said UTILITY facility; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the UTILITY facility is laid so as to leave the ground in substantially the same condition that existed before said UTILITY facility was laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor, causing no damage to the buildings or improvements of the Grantor of said Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage the Grantor may sustain growing out of or arising in any manner from the construction, maintenance repairing, altering, changing, using or removal of said UTILITY facilities; that upon the completion of the construction of said UTILITY facilities, it will restore the surface of said premises to substantially the same condition as prior to the Grantee's entrance thereon.

(signature and notary to appear on the following page)

Exhibit A

Part of Lot M-1 in Cantlin an Sheldon Executors' Subdivision in the East Half of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, situated in the City of Rock Falls, Whiteside County, Illinois, described as follows:

Beginning at the southeast corner of said Lot M-1; thence South 89 degrees 53 minutes 06 seconds West, 74.00 feet on the north right of way line of Sixth Street; thence North 00 degrees 06 minutes 54 seconds West, 26.59 feet; thence North 68 degrees 16 minutes 38 seconds East, 52.00 feet to the west right of way line of Fifth Avenue; thence South 34 degrees 54 minutes 28 seconds East, 45.00 feet on said west right of way line; thence South 00 degrees 03 minutes 34 seconds West, 8.79 feet on said west right of way line, to the Point of Beginning; containing 0.06 acre, more or less.

PIN NO. Part of 11-28-429-001

Exhibit B

Part of Lot M-1 in Cantlin and Sheldon Executors' Subdivision in the East Half of Section 28, Township 21 North, Range 7 East of the Fourth Principal Meridian, situated in the City of Rock Falls, Whiteside County, Illinois, described as follows:

Beginning at the southeast corner of said Lot M-1; thence South 89 degrees 53 minutes 06 seconds West, 74.00 feet on the north right of way line of Sixth Street, to the Point of Beginning; thence South 89 degrees 53 minutes 06 seconds West, 25.00 feet on said north right of way line; thence North 00 degrees 06 minutes 54 seconds West, 43.58 feet; thence North 68 degrees 16 minutes 38 seconds East, 63.13 feet to the west right of way line of Fifth Avenue; thence South 34 degrees 54 minutes 28 seconds East, 25.68 feet on said west right of way line; thence South 68 degrees 16 minutes 38 seconds West, 52.00 feet; thence South 00 degrees 06 minutes 54 seconds East, 26.59 feet to the Point of Beginning; containing 0.05 acre, more or less.

Part of PIN: 11-28-429-001

Resolution 2023-916

RESOLUTION GRANTING REAL ESTATE TAX ABATEMENT

WHEREAS, pursuant to 35 ILCS 200/18-165 (the “Abatement Statute”), any taxing district may, upon the majority vote of its governing authority, and after the determination of the assessed valuation of the applicable property, order the clerk of the county to abate any portion of its taxes on the property of any commercial or industrial firm; and

WHEREAS, the Abatement Statute further provides that 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, Ready Lab LLC (“Ready Lab”) is the owner of the real estate and improvements located at 1611 1st Ave., Rock Falls, Illinois (the “Real Estate”); and

WHEREAS, on October 3, 2023, the City of Rock Falls (the “City”) and Ready Lab LLC entered into an Abatement and Electric Concession Agreement, pursuant to which the City agreed, subject to the terms, conditions and limitations set forth therein, to abate its portion of the general real estate taxes levied against the Real Estate for a period of ten (10) years in consideration of Ready Lab LLC agreement to undertake and complete the Project (as defined in the Abatement and Electric Concession Agreement); and

WHEREAS, the City has determined that Ready Lab LLC has completed the Project as required in the Abatement and Electric Concession Agreement.

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

1. The City does hereby find and determine: (a) that the Real Estate is the property of a commercial or industrial firm; (b) that the parcel identification number for the Real Estate is 11-34-153-012; and (c) that the 2022 equalized assessed valuation of the Real Estate for the value of the land and all building improvements thereon is \$213,000.00.
2. The City does hereby order that its portion of the general real estate taxes on the Real Estate be abated at the rate of one hundred percent (100%) per year for a period of ten (10) years, with said abatement commencing with property tax year 2023 payable 2024.
3. Said abatement shall apply only to general real estate taxes for the City and no other taxing district.
4. Said abatement is further conditioned upon each of the following:

(a) The total aggregate amount of taxes abated by all taxing districts on the Real Estate during the years of abatement ordered hereunder shall not exceed \$4,000,000.00; and

(b) The City may terminate the abatement at any time upon Ready Lab LLC's breach or termination of the Abatement and Electric Concession Agreement, beyond all applicable notice and cure periods.

5. The City shall take all further action in order to effectuate the abatement contemplated herein, including, but not limited to, the adoption of further resolutions and the notification of the amount of the abatement each year to the County Clerk of Whiteside County.

6. This Resolution shall be effective immediately upon its passage and approval or as otherwise provided by law.

7. The City Clerk shall file a certified copy of this Resolution with the County Clerk of Whiteside County or others as required.

8. The provisions and sections of this Resolution shall be deemed to be separable, and the invalidity of any portion of this Resolution shall not affect the validity of the remainder.

9. All resolutions or parts of resolutions in conflict herewith are, to the extent of such conflict, hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS,
THIS ____ DATE OF _____, 2023.

Mayor

Attest:

City Clerk



192 Exchange Blvd.
 Glendale Heights, IL 60139
 P (630) 717-4263
 F (630) 357-9489
Terracon.com

December 13, 2023

City of Rock Falls
 603 West 10th Street
 Rock Falls, Illinois 61071

Attn: Ms. Robbin Blackert
 P: (815) 564-1366
 E: rblackert@rockfalls61071.com

RE: Proposal for Asbestos Consulting Services
 Micro Industries Buildings
 200 West 2nd Street
 Rock Falls, Whiteside County, Illinois 61071

Terracon Proposal No. P11237240

Dear Ms. Blackert:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to the City of Rock Falls to provide asbestos consulting services for the above-referenced site. An outline of Terracon’s scope of services, budget, and schedule for this project is provided in the following sections.

A. Project Information

Terracon understands that the City of Rock Falls requested a proposal for asbestos abatement consulting services for the above-mentioned location prior to the planned demolition of the Micro Industries buildings located at 200 West 2nd Street, Rock Falls, IL. Asbestos was identified in the buildings per Terracon’s Pre-Demolition Asbestos Inspection Report under Terracon Project #11207175.

The following asbestos-containing materials (ACMs) were identified:

HA No.	Description	Material Location
Building A		
A10	Layered paper pipe insulation (water line)	The length of the building – suspended west to east



HA No.	Description	Material Location
A11	Mudded fitting on layered pipe insulation (water line)	The length of the building – suspended west to east
A12	Pre-formed mag pipe insulation (Fan unit)	Factory area – southwest side, large pipe painted black feeding old fan unit. Assumed to be above the office area
A13	Pre-formed mag pipe insulation (heating unit)	Factory area – middle of north side, running north and south to the center of the building
A14	Mudded fitting on pre-formed mag pipe insulation (heating unit)	Factory area – middle of north side, running north and south to the center of the building
A15	Debris	On floor under HA 13/14 – possibly from inaccessible damaged pipe
A17	Roof flashing	Perimeter of roof A
A18	Dome roofing	North side – center dome
A19	Roof cement – Gray/black	Perimeter of roof A and around mechanical penetrations
A20	Silver paint/sealant	North Side – Roof A
A23	Tar paper under siding	South side main entrance
A25	Exterior door caulk (grey)	East door
Building B		
B1	Plaster wall	Washrooms and mechanical room
B2	Interior window glazing	Mechanical room
B6	Metal fire door insulation	Door between bldgs. A and B
B7	Pre-formed mag pipe insulation	West main factory area (runs – north and south)
B8	Pre-formed mag pipe insulation (overhead heater system)	South factory area
B9	Mudded fitting on pre-formed mag pipe insulation (overhead heater)	South factory area
B10	Layer paper pipe insulation (water)	Main factory area and above ceilings and behind bathrooms
B11	Mudded fitting on layered paper pipe insulation (water)	Main factory area and above ceilings and behind bathrooms
B13	Roof flashing	Perimeter of roof and around mechanical equipment
B14	Roof cement – Gray/black	Perimeter of roof and on mechanical equipment
B16	Corrugated cement siding panels (transite)	Roof top penthouse siding – east, west and south sides
B18	Black sealant around penthouse windows	Roof top penthouse windows
Building C		
C1	2'x4' Fissure ceiling tile	Office
C2	Drywall joint compound	Office area and factory area
C3	Carpet mastic with leveling compound	Office
Building D		
D1	Cement panel/shield (transite)	Basement southeast corner (material is mounted on a movable metal frame)
D3	Roll of white insulating material	3 rd Floor – by freight elevator
D4	Window glaze	Windows
D5	Built-up roof field	Roof
D6	Roof flashing	Roof
D7	Flashing around vent penetrations	Roof - around vent penetrations

HA No.	Description	Material Location
D9	Roof flashing on elevated roof	Two elevated areas on roof
Building E		
E1	12"x12" Beige floor tile	Front office area
E7	Tar sealant on duct	3 rd Floor – South wall
E8	Fire door insulation	Metal fire doors on the north side of the building between bldgs. D and E
E13	Roof flashing	Roof perimeter
E14	Corrugated cement awning	West side exterior above loading docks
E20	Cementitious switches	Penthouse-elevator switch panel

HA = homogeneous area

The buildings are planned to be demolished and the City of Rock Falls has requested that Terracon prepare an asbestos scope of work, assist in the bid process and selection of the asbestos abatement contractor, as well as abatement oversight monitoring

B. Scope of Services

Terracon understands that the identified ACMs are to be removed prior to the demolition activities. To assist the City of Rock Falls with that effort, Terracon proposes the following services.

Task 1 – Asbestos Abatement Design

Terracon will develop a bid document from which qualified asbestos removal contractors will bid. The bid document will include at minimum, a site-specific asbestos abatement plan and technical specifications for the removal and disposal of the previously identified ACMs that will be impacted by demolition. The specifications will be developed in accordance with applicable local, state, or federal regulations. The bid document will include at a minimum the following:

- Project scope of work.
- Definitions to be used during the project.
- Materials to be used during the project.
- State, USEPA, and Occupational Safety and Health Administration (OSHA) regulations and other applicable federal, state, and local government regulations pertinent to asbestos removal, encapsulation, and disposal.
- Contractor submittals such as certifications, work plans, notifications, disposal arrangements, and worker training documents.
- Coordination of work schedule and work area sequencing between QuikTrip and the abatement contractor.
- Worker protection requirements.
- Work area preparation procedures.
- Standard asbestos removal methods.
- Work area decontamination/cleaning procedures.
- Final clearance requirements.

- Waste disposal procedures

An electronic copy of the bid document will be provided to the City of Rock Falls; copies will be provided to prospective bidders as required. Please note that Terracon's bid documents may not be used by another consultant or consultant agency to monitor the project.

Terracon will conduct a mandatory pre-bid walkthrough with qualified bidders at the project work site on a mutually agreed upon date between the City of Rock Falls and Terracon. Terracon will aid the City of Rock Falls in the evaluation and selection of the abatement contractor.

Task 2 – Project Consulting

Terracon will review abatement plans prior to the project start date. Terracon will observe and document abatement activities and monitor air outside work areas by collecting air samples. Air samples collected during abatement activities will be analyzed by Terracon within 24 hours of collection by phase contrast microscopy (PCM) in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400 *Asbestos and Other Fibers by PCM*. Terracon participates in the AIHA® Laboratory Accreditation Programs, LLC Proficiency in Analytical Testing (PAT) Program for PCM and is rated proficient.

Terracon will not be responsible for the contractor's activities related to site safety or work methods during the project. If Terracon identifies imminent hazards at the site, the City of Rock Falls will be notified of the concern, and it will be the contractor's sole responsibility to correct the deficiency at their expense.

A Terracon Illinois Department of Public Health (IDPH) Licensed Air Sampling Professional and Project Manager will be on-site during the abatement project to perform oversight of contractor activities for compliance with applicable regulations and the project specification.

Once the abatement is completed, a Terracon asbestos practitioner will perform a final visual observation of the abated areas to determine if ACM is removed according to contract documents and that all ACM debris is cleaned up. Terracon will perform aggressive air clearance sampling following USEPA protocols. Final clearance air samples will be analyzed by PCM and will be analyzed onsite. Terracon participates in the AIHA® Laboratory Accreditation Programs, LLC Proficiency in Analytical Testing (PAT) Program for PCM and is rated proficient.

Task 3 – Final Close-Out Report

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project, results of the air sampling program, and documentation of final clearance. Terracon will also review the contractor's post-job submittals.

Conditions

At the conclusion of the project, Terracon will prepare a final project report. The final project report will include a description of the project, results of the air sampling program, and documentation of final clearance. Terracon will also review the contractor's post-job submittals.

Items to be provided by the City of Rock Falls include the following:

- Timely right of entry to conduct the described services, as well as access to building interiors;
- Restrictions or special requirements regarding the site should be made known to Terracon prior to commencing the site work; and
- All moveable objects removed from the proposed work areas prior to the start of asbestos abatement.
- You acknowledge your responsibility for notifying us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Schedule

Terracon is prepared to commence work on Task 1 with a signed contract. The remaining consulting services Task 2 and Task 3 will be conducted based on the City of Rock Falls' schedule and will be coordinated with the site contact.

Reliance

The report will be prepared for the exclusive use and reliance of the City of Rock Falls. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the Client and Terracon consent to reliance on the report by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$300 per relying party.

Reliance on the report by the Client and all authorized parties will be subject to the terms, conditions, and limitations stated in sections of this proposal incorporated therein, the Reliance Agreement, and the report.

C. Compensation

Terracon will conduct the above-described scope of services for the following fees:



ESTIMATED TOTAL PROJECT COST			
DESCRIPTION	UNITS	UNIT RATE	TOTAL
Task 1 – Asbestos Abatement Design			
Abatement bid document preparation (includes visit to site to confirm materials and quantities).	One (1) Bid Document	\$5,400	\$5,400
Task 1A – Bid Assistance			
Contractor Walkthrough, answer contractor questions and issue amendments as needed, and Selection Assistance	One (1) Site Visit	\$2,640	\$2,640
Task 2 – Project Consulting			
On-site abatement project/air monitoring and project oversight (includes one 8-hour shift and up to 10 PCM air samples per 8-hour shift. Final visual clearance and PCM air sample collection and analysis. Lodging and per diem are included and will be invoiced at cost) Project duration to be determined after bid selection.	60 Shifts (Estimate)	\$1,460 / shift	\$87,600
Task 3 – Closeout Report			
Abatement Closeout Report	1 Report	\$3,000	\$3,000
Total Estimated Not to Exceed Fee			\$98,640

It is not anticipated that additional work will be required other than the scope of work provided herein. If conditions are encountered requiring changes in the scope of services, you will be contacted for discussion and approval of such changes before we proceed. Scheduled and any additional work will be at the rates documented in the City of Rock Falls Professional Consulting Services for USEPA Brownfields Multipurpose Grant Proposal, dated October 20, 2023. See attached rate sheet.

D. Authorization

If this Scope of Services meets with your approval, work may be initiated by returning a signed copy of the attached Agreement for Services to Heather Eckard at heather.eckard@terracon.com. This proposal is valid only if authorized within 60 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. In addition to asbestos services, our professionals provide geotechnical, environmental, construction materials, and facilities services on a wide variety of projects locally, regionally and



nationally. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. If you have any questions or comments regarding this proposal or require additional services, please give me a call at (630) 445-0161.

Sincerely,

Terracon

Heather E. Eckard

Mitch Reiber

Heather E. Eckard
Project Manager - Asbestos/IH Services

Mitch Reiber, CIH
Principal

Attachments: Rate Sheet (1 page)
Agreement for Services (2 pages)

4 Terracon Methodology

TERRACON ENVIRONMENTAL SERVICES RATE SCHEDULE 12/1/2023 – 12/31/2024

Labor Categories	Hourly Rate (\$/hr)
Principal Consultant	\$215
Program Manager	\$195
Sr. Engineer/Geologist	\$205
Project Engineer/Geologist IV	\$185
Project Engineer/Geologist III /Senior Scientist	\$175
Project Engineer/Geologist II	\$165
Project Engineer/Geologist I	\$155
Sr. Staff Geologist/Scientist II/Engineer	\$145
Sr. Staff Geologist/Scientist I	\$135
Geologist/Scientist III/Engineer II	\$125
Geologist/Scientist II/Engineer I	\$115
Geologist/Scientist I/Sr. Technician/Admin Manager II	\$105
Field Geologist/Scientist II	\$95
Field Geologist/Scientist I/Technician/Admin Manager I	\$85
Administrative Assistant	\$65

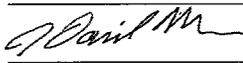
- Mileage – IRS rate
- Vehicle - \$35/usage
- PID - \$110/day
- Sampling Kit - \$5/sample
- Bailer - \$10/unit
- Groundwater Sampling Field Filter - \$35/unit
- Water Level Indicator - \$35/unit
- Survey Equipment - \$100/day
- Low Flow Equipment – \$345/day
- Soil Gas Sampling Equipment - \$350/day
- Data Logger - \$80/day
- Equipment rentals – actual cost plus handling charge
- Other supplies – actual cost plus handling charge
- Handling charge – In accordance with IEPA Part 734

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Rock Falls IL ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Asbestos Consulting Services_Micro Industries Building_Rock Falls, IL project ("Project"), as described in Consultant's Proposal dated 12/13/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Illinois law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **12/13/2023**
Name/Title: **J. David Moon / Department Manager**
Address: **192 Exchange Blvd**
Glendale Heights, IL 60139-2089
Phone: **(630) 717-4263** Fax: **(630) 357-9489**
Email: **Dave.Moon@terracon.com**

Client: **City of Rock Falls IL**
By: _____ Date: _____
Name/Title: **Robbin Blackert /**
Address: **603 W 10th St**
Rock Falls, IL 61071-1523
Phone: _____ Fax: _____
Email: **rblackert@rockfalls61071.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.

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.

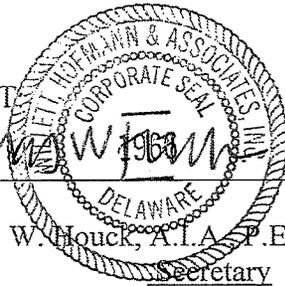
By Brian K. Converse

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

ATTEST

Thomas W. Houck

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



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 2
Description of Services

IEPA Loan Application Documents

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

1. Loan Application Form
2. Federal Reporting Requirements Form
3. Tax Compliance Certificate and Agreement Form
4. Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules Form
5. Bidding Review Certification and Checklist for Construction Contracts Form
6. 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 areas.
2. Preparation of the construction drawings that will include a cover sheet, schedule of quantities sheets, plan/profile sheets, existing watermain abandonment sheets, restoration sheets, 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 Public Water Supply construction permit application.
5. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Geotechnical

1. Perform soil borings on each new watermain street segment.
2. Prepare a geotechnical report based on the findings from the soil borings.

**Exhibit 3
Compensation**

We propose to perform the engineering services for the Watermain Replacement Phase 3 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	\$ 9,000
Design Engineering	\$117,000
Geotechnical	\$ 8,000
Construction Engineering	\$117,000
Total Engineering Fee	\$251,000

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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 Public Water Supply 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.