

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

February 1, 2022
5:30 p.m.

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

Audience Requests

Community Affairs

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

Consent Agenda:

1. Approval of the minutes of the January 18, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 1st Reading:

1. 2022-2550 - Amending Chapter 16, Article XIII, Section 16-1521 Relating to annual fees for Video Gaming Terminals ☞
2. 2022-2551 - Amending Chapter 2 Relating to Regular Meetings of the City Council and Appointment of Mayor Pro Tem ☞
3. 2022-2552 - Amending Chapter 32, Article V - Relating to Interconnection with the City's Electric Distribution System and Customer-Owned Generating Facilities Interconnection Agreement ☞

City Administrator Robbin Blackert

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

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Approve Utility Office Write-Offs – October 2021 through December 2021 ☞☞
2. Approve Water rate increase proposal for fiscal years 2023 through 2026 ☞☞
3. Approve Wastewater rate (Capital Improvement Rate only) increase for fiscal years 2023 through 2027 ☞☞
4. Approve proposed \$0.00 increase to Electric Rates for fiscal year 2023
5. Finance Committee Budget Meeting – March 29, 2022 at 8:15 a.m.

Ward 2

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

Alderman Casey Babel – Tourism Committee Chairman

1. Approve Name and Likeness License Agreement between Francine “Mrs. B” Bellson and the City of Rock Falls ☞☞

Ward 3

Alderman Steve Dowd

Alderman Jessica Devers

Ward 4

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

Alderman Marshall Doane

Mayor’s Report:

Executive Session:

1. Section 2(c)(21) – Review of Closed Session Minutes
2. Section 2(c)(11) – Litigation – Pending, probable or imminent litigation

Any Action Taken from Executive Session

Adjournment

Next City Council meeting – February 15, 2022 at 5:30 p.m.

Posted: January 28, 2022

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 January 18, 2022, 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, Babel, Dowd, Devers, Doane, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robin Blackert were present.
Absent Alderman Snow

Community Affairs:

None

Audience request:

None

Consent Agenda:

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

1. Approval of the minutes of the January 4, 2022, City Council Meeting.
2. Approval of bills as presented.

A motion was made by Alderman Babel and second by Alderman Dowd.

Vote 7 aye, motion carried.

City Administrator: none

City Attorney: none

City Departments: none

Alderman Wangelin presented a check to Chief Pilgrim for the K9 program and challenged council to donate too. Alderwoman Sobottka reminded council members Ordinance/License/Personnel/Safety Committee meeting is January 27, 2022 at 5:30 p.m.

Mayor's Report:

1. Police department conducted tobacco enforcements and two establishments failed and have paid fines.
2. February 8, 2022, at 5:30 p.m. Committee of the Whole will discuss liquor and gaming licenses with audience requests.

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

Viva Voice Vote, motion carried. (5:40 p.m.)



Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 02/01/2022

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	\$5,898.93
General Fund	\$27,575.09
Building Code Demolition Fund	\$921.50
Tax Increment Financing	\$228.25
Electric	\$31,445.55
Fiber	\$58.50
Sewer	\$15,804.51
Water	\$14,928.13
Garbage Fund	\$207.50
Customer Service Center	\$4,273.43
Drug Fund	\$72.93
Motor Fuel Tax Fund	\$15,782.38
Customer Utility Deposit	\$146.14
	Reviewed by (Initials) _____
	\$117,342.84

Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	CITY OF ROCK FALLS	POSTAGE	6.36
	COM ED	MONTHLY SERVICE	22.66
	CARD SERVICE CENTER	CRICUT TOOLS/VINYL TRANSFERS	65.78
		GIFT CARDS/RF TOUR OF LIGHTS	150.00
		CODE RUBIK/SURVEYS/FB POSTS	102.80
		R TO T DONATION/ADOBE/CRICUT S	143.52
	COMCAST	MONTHLY CHARGE	5.71
		MONTHLY CHARGE	6.19
	STHR MEDIA LLC	WEBSITE DESIGN	5,250.00
		TOURISM	5,753.02
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
	CRIS BOUWENS	FFEAP	185.75
		W/C-GENERAL LIABILITY	185.75
GENERAL FUND			
01	ADMINISTRATION		
	CIRCUIT CLERK OF LEE COUNTY	JACOB D HERNANDEZ/BAIL BOND	100.00
	CARD SERVICE CENTER	HOLIDONE PARTY ENTERTAINMENT	499.00
	COMCAST	MONTHLY CHARGE	5.71
		MONTHLY CHARGE	6.19
		ADMINISTRATION	610.90
02	CITY ADMINISTRATOR		
	COMCAST	MONTHLY CHARGE	2.85
		MONTHLY CHARGE	3.10
		CITY ADMINISTRATOR	5.95
03	PLANNING/ZONING		
	SAUK VALLEY MEDIA	NOTICE OF PUBLIC HEARING	65.05
		PLANNING/ZONING	65.05

DATE: 01/20/2022
TIME: 13:24:09

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
	CITY OF ROCK FALLS	POSTAGE	1.06
	COMCAST	MONTHLY CHARGE	11.41
		MONTHLY CHARGE	12.39
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	20.00
		BUILDING	44.86
05	CITY CLERK'S OFFICE		
	CITY OF ROCK FALLS	POSTAGE	1.06
	STAPLES ADVANTAGE	TIME CARDS	73.74
	CARD SERVICE CENTER	ADOBE PRO DC	15.93
	COMCAST	MONTHLY CHARGE	11.41
		MONTHLY CHARGE	12.39
	SBM BUSINESS EQUIPMENT CENTER	TAX FORMS/STAPLES/RUBBER FINGE	51.15
		CITY CLERK'S OFFICE	165.68
06	POLICE		
	CEC OF THE SAUK VALLEY INC	LAMPS REPLACED	133.40
	INTERNATIONAL ASSOCIATION	2022 DUES	190.00
	AUTOZONE	HALOGEN BULBS	17.58
	GISI BROS. INC.	INSP/BRAKES REPL	1,400.77
		INSP/QUICK LUBE	68.94
	CARD SERVICE CENTER	WIRED REMOTE	136.00
		OXFORDS/JACKETS	166.75
		GAS DUSTER/BATTERIES/TAPE/MARK	92.40
	COMCAST	MONTHLY CHARGE	88.35
		MONTHLY CHARGE	95.91
	SBM BUSINESS EQUIPMENT CENTER	PAPER	503.88
	ILLINOIS PROSECUTOR SERV LLC	2022 OFFENSE GUIDE/ONLINE ACCE	115.00
	KUNES SAUK VALLEY TOWING	SLIM N HANKS/TOWING/#112	150.00
		POLICE	3,158.98
07	CODE HEARING DEPARTMENT		
	CITY OF ROCK FALLS	POSTAGE	6.36
	TIMOTHY J SLAVIN	PROFESSIONAL SERV/HEARING OFF	750.00
		CODE HEARING DEPARTMENT	756.36

INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
10	STREET		
	GRUMMERT'S HARDWARE - R.F.	GORILLA SUPER GLUE	6.74
		KEROSENE/RAIN X	79.16
	FISCH MOTORS INC	TRUCK TEST	34.00
		TRUCK TESTS	68.00
		TRUCK TESTS	68.00
	O'REILLY AUTOMOTIVE INC	DEF	13.99
		SEMI MET PAD	54.56
		RAIN X	6.19
	VERIZON WIRELESS	MONTHLY SERVICE	58.84
	COMCAST	MONTHLY CHARGE	5.71
		MONTHLY CHARGE	6.19
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	200.00
	BF ENGINEERING PLLC	SIDEWALK/CURB/GUTTER BIDS	405.00
		CRACK FILLING PROPOSAL SPECS	135.00
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	44.57
		UNIFORM/MATS/TOWEL SERVICES	44.57
		UNIFORM/MATS/TOWEL SERVICES	24.17
		UNIFORM/MATS/TOWEL SERVICES	44.57
		UNIFORM/MATS/TOWEL SERVICES	24.17
		UNIFORM/MATS/TOWEL SERVICES	44.57
		UNIFORM/MATS/TOWEL SERVICES	24.17
	NICOR	MONTHLY SERVICE	1,568.00
	ESSENCE CHEMICAL COMPANY	5 GALS VACATE	595.50
	TOM MASSEY	WESTERN SS SALT SPREADER	2,800.00
		STREET	6,355.67
12	PUBLIC PROPERTY		
	CARD SERVICE CENTER	MR CLEAN/LED LIGHTS	26.41
		PUBLIC PROPERTY	26.41
13	FIRE		
	CITY OF ROCK FALLS	POSTAGE	0.53
	DINGES FIRE COMPANY	UNIFORM SHIRTS	196.55
	CARD SERVICE CENTER	MEALS/GROCERIES	347.16
		THANK YOU CARDS/MALTESE CROSSE	160.90
		FRAUD CREDIT/TRIP.COM	-219.99
	COMCAST	MONTHLY CHARGE	17.00
		MONTHLY CHARGE	19.98
		MONTHLY CHARGE	21.68

INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
13	FIRE		
	B & A GLASS	KABA ANALOG LEVER LOCK/ADJUST	784.05
		FIRE	1,327.86
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	CARD SERVICE CENTER	LOCK SETS/ANTIFREEZE	51.50
		BUILDING CODE DEMOLITION FUND	51.50
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
	SUNRISE SUPPLY	55 GAL CLEAR CAN LINER	228.25
		DOWNTOWN REDEVELOPMENT	228.25
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	NEW PIG CORPORATION	PIG MATS MAT240	266.00
		PIG MAT ROLLS MAT225	448.00
		SHIPPING	109.91
	GRUMMERT'S HARDWARE - R.F.	BATTERIES/SUPPLIES	35.97
	ALTORFER INC.	FUEL TANK CHECK VALVE/LINES	1,476.04
	HILLS ELECTRIC MOTOR SERVICE	BELTS	16.42
	VERIZON WIRELESS	MONTHLY SERVICE	666.17
	POWER SYSTEM ENGINEERING INC	GENERATOR CONST ESTIMATES	2,540.00
	CARD SERVICE CENTER	HOTEL/MEALS	221.68
		SAFELITE AUTO GLASS	433.69
	COMCAST	MONTHLY CHARGE	28.54
		MONTHLY CHARGE	30.97
	KUNES COUNTRY AUTO GROUP	REPL INLET HOSE	468.51
	JM TEST SYSTEMS, INC	RUBBER GLOVES/CLEAN/TEST	491.50
	TRIMBLE INC.	ANNUAL RENEWAL	550.00
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	280.06
	STERLING CHEVROLET CO.	REPL WATER PUMP/COOLANT/GASKET	2,086.80
	1104 E 17TH ST LLC	OVERPYMT REFUND/UTILITIES	728.83
		OPERATION & MAINTENANCE	10,879.09

INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
	STERLING NAPA	DEADBLOW HAMMER/HEXBIT SKT	65.74
	STERLING FENCE - GARAGE	ADJ OVERHEAD DOOR/HAND TRANSMI	1,318.00
	CARD SERVICE CENTER	SURGE PROTECTORS	156.36
		OTTERBOX/USB-C CHARGERS	259.72
	COMCAST	MONTHLY CHARGE	19.98
		MONTHLY CHARGE	21.68
	TRIMBLE INC.	ANNUAL RENEWAL	550.00
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	120.00
		OPERATION & MAINTENANCE	2,511.48
WATER FUND			
48	OPERATION & MAINTENANCE		
	BONNELL INDUSTRIES, INC.	WESTERN PLOW REPAIRS	376.43
	AIRGAS USA LLC	CYLINDER RENTALS	50.59
	GRUMMERT'S HARDWARE - R.F.	CHISEL BITS	42.27
	MENARDS	PICK/WRENCH/UTIL KNIFE	82.86
	FASTENAL COMPANY	HAMMER KIT	628.05
	O'REILLY AUTOMOTIVE INC	TORQUE WRENCH	45.99
	FERGUSON WATERWORKS #2516	T10 MTR ECDR CF W/O REC	1,405.62
	VERIZON WIRELESS	MONTHLY SERVICE	38.01
	COMCAST	MONTHLY CHARGE	14.27
		MONTHLY CHARGE	15.48
	TRIMBLE INC.	ANNUAL RENEWAL	550.00
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	120.00
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	32.65
		UNIFORM/MATS/TOWEL SERVICES	35.60
		OPERATION & MAINTENANCE	3,437.82
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	CITY OF ROCK FALLS	POSTAGE	3.38
	COMCAST	MONTHLY CHARGE	19.98
		MONTHLY CHARGE	21.68
	SBM BUSINESS EQUIPMENT CENTER	REPL INK PAD	59.80
		CUSTOMER SERVICE CENTER	104.84
DRUG FUND			

DATE: 01/20/2022
TIME: 13:24:09

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/21/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

DRUG FUND			
56	DRUG ABUSE		
	CARD SERVICE CENTER	MARIJUANA TEST REFILL PACKS	72.93
		DRUG ABUSE	72.93
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
	COMPASS MINERALS AMERICA	BULK ICE CONTROL	3,890.99
		BULK ICE CONTROL	5,810.22
		BULK ICE CONTROL	5,901.17
	BF ENGINEERING PLLC	DIXON AVE COORD MEETINGS	180.00
		MOTOR FUEL TAX	15,782.38
		TOTAL ALL DEPARTMENTS	51,524.78

DATE: 01/27/2022
TIME: 12:46:03

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	COMCAST BUSINESS	MONTHLY CHARGES	19.07
		MONTHLY CHARGES	19.59
	LEAF	COPIER/MAINTENANCE CONTRACT	96.96
	PITNEY BOWES INC	POSTAGE MACHINE INK	10.29
		TOURISM	145.91
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
	SOUTHPARK PSYCHOLOGY LTD	FFEAP	71.06
		W/C-GENERAL LIABILITY	71.06
GENERAL FUND			
01	ADMINISTRATION		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	2,895.00
	CIRCUIT CLERK OF LEE COUNTY	BAIL BOND/DONNA L FULLINGTON	100.00
		BAIL BOND/TYLER A. KNOWLES	100.00
	COMCAST BUSINESS	MONTHLY CHARGES	19.07
		MONTHLY CHARGES	19.59
	PITNEY BOWES INC	POSTAGE MACHINE INK	0.84
		ADMINISTRATION	3,134.50
02	CITY ADMINISTRATOR		
	COMCAST BUSINESS	MONTHLY CHARGES	19.07
		MONTHLY CHARGES	19.59
	PITNEY BOWES INC	POSTAGE MACHINE INK	0.56
		CITY ADMINISTRATOR	39.22
03	PLANNING/ZONING		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	312.00
	PITNEY BOWES INC	POSTAGE MACHINE INK	0.04
		PLANNING/ZONING	312.04

INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
	INTERNATIONAL ASSOCIATION OF	RENEWAL	120.00
	INTERNATIONAL CODE COUNCIL INC	2021 IPMC/IFC PUBLICATIONS	102.95
	COMCAST BUSINESS	MONTHLY CHARGES	38.17
		MONTHLY CHARGES	39.23
	LEAF	COPIER/MAINTENANCE CONTRACT	96.96
	PITNEY BOWES INC	POSTAGE MACHINE INK	6.17
		BUILDING	403.48
05	CITY CLERK'S OFFICE		
	COMCAST BUSINESS	MONTHLY CHARGES	38.16
		MONTHLY CHARGES	39.24
	PITNEY BOWES INC	POSTAGE MACHINE INK	27.54
		CITY CLERK'S OFFICE	104.94
06	POLICE		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	379.50
	GRUMMERT'S HARDWARE - R.F.	SCHLAGE KEYS	3.22
	MENARDS	SHELVING UNIT	49.99
	VERIZON WIRELESS	MONTHLY SERVICE	278.63
	COMCAST BUSINESS	MONTHLY CHARGES	76.26
		MONTHLY CHARGES	78.37
	ZAK BITTNER	REIMB INSURANCE DEDUCTIONS	75.40
	PITNEY BOWES INC	POSTAGE MACHINE INK	5.77
	NORTHWEST IL LAW ENFORCEMENT	2022 DUES	100.00
	ILETSB EXECUTIVE INSTITUTE	CONFERENCE REGISTRATIONS	840.00
		POLICE	1,887.14
07	CODE HEARING DEPARTMENT		
	PITNEY BOWES INC	POSTAGE MACHINE INK	10.61
		CODE HEARING DEPARTMENT	10.61
10	STREET		
	COMCAST BUSINESS	MONTHLY CHARGES	19.07

INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
10	STREET		
		MONTHLY CHARGES	19.59
		STREET	38.66
12	PUBLIC PROPERTY		
	GRUMMERTS HARDWARE - STERLING	PAPER PRODUCTS	82.98
	PORTER BROTHERS CONST INC	LIMESTONE CLEANUP	3,724.00
	VALU PROS	APPRAISAL REP FEE/COUNTRY INN	2,500.00
		PUBLIC PROPERTY	6,306.98
13	FIRE		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	1,306.50
	GRUMMERT'S HARDWARE - R.F.	DRILL BITS	7.18
	FRANK'S SMALL ENGINE REPAIR	ECHO FUEL/BATTERY	190.00
	STAPLES ADVANTAGE	PRINTER INK/FOLDERS	158.47
	SCHMITT PLUMBING & HEATING INC	HEATING UNITS CHECKED	530.00
	VERIZON WIRELESS	MONTHLY SERVICE	165.52
	COMCAST BUSINESS	MONTHLY CHARGES	57.20
		MONTHLY CHARGES	58.78
	BRADY FRANKS	BOAT ED COURSE/CERTIFICATE	44.95
	PITNEY BOWES INC	POSTAGE MACHINE INK	1.39
		FIRE	2,519.99
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	870.00
		BUILDING CODE DEMOLITION FUND	870.00
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
	MAST WATER TECHNOLOGY	WATER	43.00
		EMPLOYEE GROUP INS	43.00

INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	214.50
	WILLIAM & MARY COMPUTER CENTER	TRANSITION NETWORKS	560.00
	JULIE, INC.	ANNUAL CHARGES	743.08
	INTERSTATE ALL BATTERY CENTER	12 V 1.3AH SLA 187 FASTON	29.90
	MENARDS	FLOOR SQUEEGEE/PUMICE HAND	60.26
	ASPLUNDH TREE EXPERT CO.	TREE TRIMMING	4,410.24
	ALTEC INDUSTRIES, INC.	CSN 792 REPAIRS	270.00
	ALTORFER INC.	INSTALL METERING	5,810.32
	O'REILLY AUTOMOTIVE INC	HOOD SUPPORTS	36.70
	MICHLIG ENERGY LTD	FUCHS/RENOLIN CLIPS	7,210.50
	MILLENNIUM	CAMERAS/ENCLOSURES/STOCK	1,141.80
	COMCAST BUSINESS	MONTHLY CHARGES	38.17
		MONTHLY CHARGES	39.23
	PITNEY BOWES INC	POSTAGE MACHINE INK	1.76
		OPERATION & MAINTENANCE	20,566.46
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	58.50
		FIBER OPTIC BROADBAND/TAXABLE	58.50
SEWER FUND			
38	OPERATION & MAINTENANCE		
	CEC OF THE SAUK VALLEY INC	SWITCH/5TH AVE LIFT STATION	60.00
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	670.50
	JULIE, INC.	ANNUAL CHARGES	743.09
	COM ED	MONTHLY SERVICE	146.97
		MONTHLY SERVICE	39.99
	ALTORFER INC.	GREEN SURVEY FLAGS	22.90
	HILLS ELECTRIC MOTOR SERVICE	BELTS	66.99
	ALLAN BRIGGS	CALIBRATION	26.75
	USA BLUE BOOK	LAB SUPPLIES	572.10
	SCHMITT PLUMBING & HEATING INC	FURNACE CHECK UP/REPAIRS	2,755.85
	VERIZON WIRELESS	MONTHLY SERVICE	582.06
		MONTHLY SERVICE	76.02
	METROPOLITAN INDUSTRIES, INC.	ANNUAL DATA SERVICE FEES	6,960.00
	COMCAST BUSINESS	MONTHLY CHARGES	19.07
		MONTHLY CHARGES	19.59
	NICOR	MONTHLY SERVICE	529.47

INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
	PITNEY BOWES INC	POSTAGE MACHINE INK	1.68
		OPERATION & MAINTENANCE	13,293.03
WATER FUND			
48	OPERATION & MAINTENANCE		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	63.00
	JULIE, INC.	ANNUAL CHARGES	743.09
	CORE & MAIN LP	CAP SCREW/NUTS/PACKING	158.87
	HACH COMPANY	TESTING SUPPLIES	260.91
		DPD TOTAL REFILL VIALS	335.15
	FERGUSON WATERWORKS #2516	MARKER FLAGS	288.17
		METER GASKET	58.47
	AMERICAN LEAK DETECTION	HYDRANT SURVEY	3,800.00
	MODERN SHOE SHOP	SAFETY BOOTS/BEHRENS	250.00
		SAFETY BOOTS/VENEMA	233.99
	VERIZON WIRELESS	MONTHLY SERVICE	114.03
	MUNICIPAL INSUR COOP AGENCY	BROKEN METER/BASEMENT FLOODED	5,000.00
	COMCAST BUSINESS	MONTHLY CHARGES	19.07
		MONTHLY CHARGES	19.59
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	32.65
		UNIFORM/MATS/TOWEL SERVICES	35.60
		UNIFORM/MATS/TOWEL SERVICES	40.23
		UNIFORM/MATS/TOWEL SERVICES	35.60
	PITNEY BOWES INC	POSTAGE MACHINE INK	1.89
		OPERATION & MAINTENANCE	11,490.31
GARBAGE FUND			
50	GARBAGE		
	MORING DISPOSAL, INC.	KREIDER GROUP HOMES/WASTE REM	82.50
		RECYCLING CENTER/WASTE REMOVAL	125.00
		GARBAGE	207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	WARD, MURRAY, PACE & JOHNSON	DECEMBER 2021 BILLING	409.50
	WILLIAM & MARY COMPUTER CENTER	PRINTER MAINT KITS	3,394.00

DATE: 01/27/2022
TIME: 12:46:03

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 01/28/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE	

CUSTOMER SERVICE CENTER				
51	CUSTOMER SERVICE CENTER			
		UBIQUITI AP PRO	149.00	
COMCAST BUSINESS		MONTHLY CHARGES	38.17	
		MONTHLY CHARGES	39.23	
PITNEY BOWES INC		POSTAGE MACHINE INK	12.20	
SBM BUSINESS EQUIPMENT CENTER		TAPE	51.09	
CORA RILEY		REIMB INSURANCE DEDUCTIONS	75.40	
		CUSTOMER SERVICE CENTER	4,168.59	
CUSTOMER UTILITY DEPOSITS				
75	CUSTOMER UTILITY DEPOSITS			
		BRENDA BROWN	DEPOSIT REFUND	28.34
		FELICIA FOWLER	UTILITY DEPOSIT REFUND	117.80
		CUSTOMER UTILITY DEPOSITS		146.14
		TOTAL ALL DEPARTMENTS	65,818.06	

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2550

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XIII, SECTION 16-1521
RELATING TO ANNUAL FEES FOR VIDEO GAMING TERMINALS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this _____
day of _____, 2022.

ORDINANCE NO. 2022-2550

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XIII, SECTION 16-1521
RELATING TO ANNUAL FEES FOR VIDEO GAMING TERMINALS**

WHEREAS, the Illinois General Assembly, pursuant to Public Act 102-0689, recently granted to non-home rule municipalities the authority to increase the annual fees chargeable to the operation of a video gaming terminal at licensed establishments from \$25.00 to \$250.00 per year; and

WHEREAS, the City of Rock Falls is a non-home rule municipality; and

WHEREAS, the Mayor and City Council have determined it to be appropriate to raise the per terminal fee, as provided by ordinance, consistent with the provision contained within Public Act 102-0689.

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 hereby incorporated in this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 16, Article XIII, Section 16-1521 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 16-1521. – Imposition of annual fee.

Commencing upon adoption of this division, an annual fee of \$50.00 is hereby imposed upon each video gaming terminal operated by a licensed establishment, licensed fraternal establishment, licensed veterans establishment, licensed truck stop establishment, or licensed large truck stop establishment within the City in accordance with the provisions of the Illinois Gaming Act, 230 ILCS 40/1 et seq. (the “Act”). The fee paid for each video gaming terminal shall be for the fiscal year May 1 through April 30, and the fee paid during a fiscal year shall apply until the end of the fiscal year in which paid. Any continuing operation of a video gaming terminal shall require the payment of a new annual fee on or before May 1 of each year for the ensuing fiscal year.”

SECTION 3: In all other respects Chapter 16, Article XIII of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The annual fee increase authorized pursuant to this Ordinance shall be applicable to (i) all new terminals placed within the City of Rock Falls subsequent to the adoption of this Ordinance, and (ii) to all existing terminals upon annual renewal as of May 1, 2022.

SECTION 5: The provisions and sections in 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: All ordinances, resolutions, motions, or parts thereof that may be in conflict herewith are hereby repealed.

SECTION 7: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 8: This Ordinance shall be in full force and effect from and after upon its passage, publication, and approval as provided by law.

Approved this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2551

**ORDINANCE AMENDING CHAPTER 2
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL
AND APPOINTMENT OF MAYOR PRO TEM**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2022.

**ORDINANCE AMENDING CHAPTER 2
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL
AND APPOINTMENT OF MAYOR PRO TEM**

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”) may from time to time establish and determine the dates and times on which the regular meetings of the City Council take place; and

WHEREAS, the Corporate Authorities are further authorized to designate and appoint a mayor pro tem for purposes of performing the official duties of the Mayor in his or her absence; and

WHEREAS, the Corporate Authorities have determined to change the time at which the regular City Council meeting takes place from 6:30pm to 5:30pm; and

WHEREAS, the Corporate Authorities have further determined to set forth provisions relating to the designation and appointment of a mayor pro tem; and

WHEREAS, in connection therewith, the Corporate Authorities of the City have determined it in the best interests of the City and its residents to amend the Rock Falls Municipal Code, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 2, Article III of the Rock Falls Municipal Code, as amended, is hereby further amended by the addition of a new Section 2-52 entitled “Mayor pro tem” to read as follows:

“Sec. 2-52. – Mayor pro tem.

If the mayor's temporary absence from the city or a disability prevents the mayor from performing his or her duties, but does not create a vacancy in the office, the mayor pro tem shall perform the duties of the mayor. The mayor pro tem shall possess all rights and powers of the mayor, but shall retain his or her right to vote as an alderman. The mayor pro tem shall be appointed by the mayor from among the aldermen with the advice and consent of the city council at the first regular meeting in May of each year. Such

appointment shall be for a term of one (1) year. Upon the mayor's return from absence or recovery from disability, as applicable, the mayor pro tem shall cease to act and his or her authority to perform the duties of mayor shall terminate.”

SECTION 3: Chapter 2, Article IV, Section 2-76 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 2-76. – Regular meetings.

The regular meeting of the city council shall be held on the first and third Tuesdays of each month at the hour of 5:30 p.m.; provided that, if the regular meeting falls on a legal holiday, the meeting shall take place on the next day following the holiday, at the same hour. Adjourned meetings may be held at such other times as the city council may determine.”

SECTION 4: In all other respects, Chapter 2 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 after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2552

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO INTERCONNECTION WITH THE CITY'S
ELECTRIC DISTRIBUTION SYSTEM**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2022.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO INTERCONNECTION WITH THE CITY'S
ELECTRIC DISTRIBUTION SYSTEM**

WHEREAS, Section 11-117-1 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes any municipality to acquire, construct, own and operate within the corporate limits of the municipality any public utility the product of which is to be supplied to its inhabitants, including but not limited to electric power; and

WHEREAS, pursuant to the foregoing, the City of Rock Falls (the “City”) owns and operates its own electrical distribution system for the purpose of providing electrical power to the residents and businesses of the City; and

WHEREAS, on September 15, 2021, the general assembly of the State of Illinois adopted The Climate and Equitable Jobs Act, 220 ILCS 5/17-900 (the “Act”), which addresses customer rights for self-generation with regard to municipal electric systems; and

WHEREAS, the Act requires the City to update its policies for the interconnection and fair crediting of customer self-generation and storage by March 14, 2022; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to interconnection with the City’s electric distribution system in order to comply with the Act, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 32, Article V, Section 32-351 of the Rock Falls Municipal Code, as amended, is hereby amended and restated in its entirety to read as follows:

“Sec. 32-351. – Interconnection with city electric distribution system; customer self-generation policy.

- (a) The City of Rock Falls Electric Department shall make available, upon request and application, interconnection and net metering service to any customer taking service or establishing service from the city electric distribution system who meets the requirements set forth in this section.

- (b) The following terms when used in this section shall have the following meanings ascribed to them:
- (1) “Interconnection services” refers to eligible on-site generating facilities connected to the city’s electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the city’s electric distribution system.
 - (2) “Net metering” means service to a customer under which electric energy generated by that customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the city’s electric distribution system to the customer as provided for in this section. “Net metering” is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the city’s electric distribution system by the customer.
 - (3) An “eligible on-site generating facility” means a renewable generating facility with a capacity of 25kW or less, such as a photovoltaic facility or small wind turbine, and may include technology to store renewable energy at the customer’s premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the City of Rock Falls Electric Department to be renewable to qualify as an eligible on-site generating facility under this section. Renewable generating facilities with a capacity of greater than 25kW may be approved by the utility committee in their sole and absolute discretion on a case-by-case basis.
 - (4) Multi-unit residential and commercial customers qualify as a single “customer” if all units are on the same account. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. The city will not allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. If individual units within a building are separately metered and individual tenants have individual separate accounts, the term “customer” only refers to the building owner and any usage by the owner.
 - (5) The term “avoided cost of energy” means: (x) for eligible on-site generating facilities that were approved and in service on or prior to

_____, 2022, the average cost in cents/kWh billed to the city by its wholesale power supplier for the previous year until April 30, 2032; and (y) for eligible on-site generating facilities that are placed in service after _____, 2022, and after April 30, 2032 for those eligible on-site generating facilities referenced in the immediately preceding sentence, “avoided cost of energy” shall be equal to the sum of subsections (i) and (ii) below:

- i. the rate in cents per kWh as published and approved annually by the city based on the calculations and recommendation from the city’s electric wholesale supplier. Such rate shall be approved annually in a public meeting. The rate shall take into consideration the following factors:
 - a. historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO);
 - b. the simple average of the LMP weighted using solar weighting;
 - c. the appropriate RTO capacity price with solar factors applied for average system peak times; and
 - d. the appropriate RTO transmission cost recovery with solar factor applied for average peak times.
- ii. The rate in cents per kWh as calculated by the city for the avoidance of distribution system losses.

Example:

Solar Weighted LMP	Capacity	Transmission	Losses	Total Credit
\$0.0410	\$0.0004	\$0.0108	6%	\$0.0553/kWhr

- (6) “Solar weighting” means the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM), as the same may be amended from time to time.

- (c) Before any project construction commences, the customer must submit an application to the city, in such form or forms as may be maintained by the city from time to time, and receive approval from the electric director and building inspector. Before the project in-service date, the responsible contractor must complete and deliver a certification of completion to the electric director and building inspector.

- (d) Requirements for interconnection services to the city’s electric distribution system:
 - (1) only eligible on-site generating facilities that have been approved by the electric director or utility committee, as applicable, shall be interconnected with the city’s electric distribution system;

 - (2) all interconnections shall comply with the applicable codes and regulations established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL), as they may be amended from time to time;

 - (3) construction and development must comply with the city’s applicable building codes, permitting processes, and zoning rules;

 - (4) the customer shall enter into an interconnection agreement with the city in such form and containing such terms and conditions as may be approved by the city from time to time; and

 - (5) payment by the customer of any application fees associated with the request for interconnection services as may be required by the city from time to time.

 - (6) on-site generating facilities must be mounted on the roof, or building, of the principal structure located on the parcel. Request for variance of this limitation may be submitted to the Utility Committee, where the parcel is in excess of two (2) acres and such proposed ground-mounted on-site

generating facilities will not interfere with any other existing utilities or easements.

- (e) Net metering service requirements:
 - (1) upon application, net metering shall be made available to any residential or small commercial electric customer with an eligible on-site generating facility. The determination as to whether a customer is a residential or small commercial customer is based on the rate classification under which the customer takes electric service;
 - (2) the eligible on-site generating facility shall be located on the customer's premises and on the customer's side of the billing meter;
 - (3) the eligible on-site generating facility shall be sized to primarily produce only enough electricity to offset the customer's own electrical requirements, as determined pursuant to subsection (h)
 - (4) any customer that is not a residential or small commercial customer shall be considered on a case by case basis and shall not be approved absent the consent of the electrical director and utility committee; and
 - (5) any customer that does not qualify for net metering services hereunder shall be permitted to interconnect and self-generate when required by the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act. Any such allowance shall be processed under section (4) above.
- (f) The city reserves the authority to withhold, deny or delay approval of the interconnection of any proposed eligible on-site generating facility and of net metering services pursuant to this section if the operation of the facility would be unsafe or pose a risk of adverse impacts to the city's electric distribution system, or portions thereof, or to the property of other customers of the same. In addition, the city may require a customer with an approved eligible on-site generating facility that has been installed and begun to operate to suspend operations of the facility, or disconnect from the city's electric distribution system, if it becomes unsafe or causes adverse impacts to the city's electric distribution system, or portions thereof, or to the property of other customers of the same.
- (g) Credits for excess energy:

- (1) Energy generated by an eligible on-site generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to the city's electric distribution system at the meter from the approved eligible on-site generating facility.
- (2) For eligible on-site generating facilities that were approved and in service on or prior to , 2022, the following credit method shall be used to determine excess energy credit until April 30, 2032:
 - i. for any energy generated by the customer in excess of the energy required by the customer's loads for a given billing period, if any, a credit shall be carried forward to the customer's next billing period.
- (3) For all other eligible on-site generating facilities, and after April 30, 2032 for the customers referenced in subsection (g)(2), the following credit method shall be used to determine excess energy credit:
 - i. for energy delivered by the city to the customer at the meter, as reflected in the meter reading, it shall be billed at the full retail energy rate as charged by the city; and
 - ii. for any excess energy generated by the customer from an eligible on-site generating facility and delivered by the customer to the city's electric distribution system at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill based upon the lesser of the full retail energy rate for the customer class and the avoided cost of energy.
- (4) The city shall install an appropriate meter to measure both the energy delivered by the city to the customer at the meter and the energy delivered by the customer to the city at the meter from the eligible on-site generating facility.
- (5) Credits from electric energy delivered to the city's electrical distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would

otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from the city or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.

- (6) The city shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by the city until all credits are used or until the end of the annual period. The annual period shall end each year on April 30; provided however for new net metering customers with generating facilities installed during an annual period, the annual period shall end on April 30 of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with the city prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the city terminates.

- (h) The maximum size in kilowatts of the eligible on-site generating facility for an individual customer service location in the rate categories identified in subsection (e) shall be determined as follows:
 - (1) As part of the interconnection application, the customer's energy usage will be analyzed using 36-months of historical energy usage (if available) in order to calculate the customer's expected annual usage. If a customer provides documentation specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the average for the expected annual usage. If the applicable months of data are not available for an individual customer, the average usage amounts by other similar customers of the city, as determined by the city, shall be used to set the expected annual usage. If facilities are allowed for customers in other rate classes, the right-sizing shall be determined on a case by case basis.

- (2) In addition to the foregoing historic usage, the city shall consider potential adverse impacts to the distribution system and to other customers of the city that will be caused by or expected to be caused by the installation of the new facility at the particular customer service location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected annual usage of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of the city unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.
- (i) Any costs the city incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the city's electrical distribution system, or a portion thereof, that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be limited to a maximum of \$1,500 to each qualifying customer interconnecting facilities of 25 kW or less. For those facilities greater than 25 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility was installed. Costs assessed under this section shall be demonstrable and cost-based. Such costs shall not include or be based on reduced sales by or lost revenues to the city associated with net metering service.
- (j) The city may require periodic testing of any in-service eligible on-site generating facility upon reasonable advance notice to the owner of the same.
- (k) Any customer with an eligible on-site generating facility that was approved and in service on or prior to [REDACTED], 2022, may elect to be treated as if it were placed in service after such date for purposes of the legacy netting and crediting provisions in subsections (b)(5) and (g). The election by a customer for such treatment shall be irrevocable. Any customer desiring to make any such election shall do by [REDACTED], 2022.
- (l) Citizen and customer concerns generally with the requirements of this section may be raised in the public comment portion of any open meeting of the utility committee and/or city council at any time and will be considered by the same in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the electrical director. If the matter cannot be resolved at the utility staff level, the issue shall be reduced to

writing and forwarded to the utility committee who shall schedule a meeting with the customer. The customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved with the utility committee, the process will escalate to the city council. The city council's decision shall be binding upon the customer.

SECTION 3: In all other respects, Chapter 32, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

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

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

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

Approved this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

(IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 2.7 below as “**National Certification Codes and Standards**”. In addition, Manufacturer’s Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both Parties prior to beginning operation.

2.3 **Generating Facility Control and Operation.** The control system of the generating facility shall comply with the IEEE specifications and standards for parallel operation with the City and in particular as follows:

- a) Power output control system shall automatically disconnect from distribution system upon loss of City voltage and not reconnect until City voltage has been restored and stabilized by the City.
- b) Power output control system shall ride through voltage fluctuations but shall automatically disconnect from distribution system if City or Customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The Customer shall provide adequate protection to prevent damage to the distribution system from inadvertent over/under voltage conditions originating in Customer’s generating facility and to protect the Customer’s generating facility from inadvertent over/under voltage conditions originating from the distribution system.
- c) Power output control system shall ride through frequency fluctuations but shall automatically disconnect from City if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
- d) Inverter output distortion shall meet IEEE requirements.
- e) The generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f) The voltage produced by the Customer’s generating facility must be balanced if it is a three-phase installation. The Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the City’s service voltage.

2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during

the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be mounted within two feet of electrical meter and visible to and readily accessible by City personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.

2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the City's electric distribution system shall meet the applicable provisions of the following publications:

- a) ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1-2020 testing protocols to establish conformity) as they may be amended from time to time. The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems;
 - ii. IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems;
 - iii. UL1741 requirement for inverter based generation;
 - iv. NESC Electric Safety Code;
 - v. ANSI/NFPA 70, National Electrical Code; and
 - vi. OSHA (29 CFR § 1910.269).

Article III Inspection, Testing, Authorization, and Right to Access

3.1 Equipment Testing and Inspection.

- a) Upon completing construction, the Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by the City. The Customer shall not operate its

generating facility in parallel with distribution system without prior written authorization by the City.

- b) All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW_{AC}) periodically tested thereafter no less than every three (3) years.

3.2 **Certification of Completion.** The Customer shall provide the City with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the Customer, as well as an inspection form from the City demonstrating that the generating facility passed inspection.

3.3 **Witness Test.**

- a) The City shall perform a witness test after construction of the generating facility is completed but before parallel operation, unless the City specifically waives the witness test. The Customer shall provide the City at least 30 business days' notice of the planned commissioning test for the generating facility. If the City performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the Customer to schedule the witness test at a mutually agreeable time within 10 business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the City cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test within 10 business day of the original scheduled date. For systems sized less than 25 kW_{AC} the 30 business days' notice shall be waived.
- b) If the witness test is not acceptable to the City, the Customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the City and Customer. If the Customer fails to address and resolve the deficiencies to the satisfaction of the City, this Agreement shall be terminated. The Customer shall, if requested by the City, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- c) After the generating facility passes the witness testing, the City shall affix an authorized signature to the Certificate of Completion

and return it to the Customer approving the interconnection and authorization parallel operation.

- 3.4 **Right of Access.** The City must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, the City shall provide notice to the Customer prior to using its right of access.

Article IV Effective Date, Term, Termination, and Disconnection

- 4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of the City as well as the laws of the State of Illinois without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between the City and the Customer.
- 4.4 **Termination.** This Agreement may be terminated under the following conditions:
- a) By Customer - The Customer may terminate this Agreement by providing written notice to the City. If the Customer ceases operation of the generating facility, the Customer must notify the City.
 - b) By the City - The City may terminate this Agreement if the Customer fails to remedy a violation of the terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the Customer receives notice of its violation from the City.
 - c) Upon termination of this Agreement, the generating facility will be permanently disconnected from the City's electric distribution system. Terminating this Agreement does not relieve either party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

- d) Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch on Customer's premises.

4.5 **Disconnection.** The City may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:

- a) For scheduled outages, provided that the generating facility is treated in the same manner as City's load Customers;
- b) For unscheduled outages or emergency conditions;
- c) If the generating facility does not operate in the manner consistent with this Agreement;
- d) Improper installation or failure to pass the witness test;
- e) If the generating facility is creating a safety, reliability or a power quality problem;
- f) The interconnection equipment used by the generating facility is de-listed by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved;
or
- g) Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.

4.6 **Modification of Generating Facility.** The Customer must receive written authorization from the City before making any changes to the generating facility that could affect the distribution system. If the Customer makes such modifications without the City's prior written authorization, the City shall have the right to disconnect the generating facility immediately.

4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the City shall have the right to disconnect its distribution system or direct the Customer to disconnect its generating facility.

4.8 **Lost Opportunity.** The City is not responsible for any lost opportunity or other costs incurred by the Customer as a result of an interruption of service under this Article 4.

Article V **Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

5.1 Interconnection Facilities.

- a) The Customer is responsible for the cost of additional interconnection facilities necessary to interconnect the generating facility with the distribution system.
- b) The Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment
- c) **Distribution System Upgrades.** The City shall design, procure, construct, install, and own any distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the Customer whose generating facility caused the need for the distribution system upgrades.

5.2 Cost for Small Systems. For qualifying systems sized 25 kW_{AC} or less the cost in Section 5.1 shall be capped at \$1500.

Article VI **Assignment, Limitation on Damages, Indemnity, Force Majeure**

6.1 Assignment/Transfer of Ownership of the Generating Facility. This Agreement shall terminate upon the transfer of ownership of the generating facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the City in writing prior to the transfer of ownership.

6.2 Limitation of Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

6.3 Indemnification. The Customer shall indemnify and defend the city, City and the elected officials, directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's generating facility, regardless

of Customer's negligence or willful misconduct, except when and to the extent the loss occurs due to the grossly negligent actions of the City. The City shall indemnify and defend the Customer and the Customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the City's (a) negligence or willful misconduct or (b) breach of this Agreement.

- 6.4 **Force Majeure.** If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party effected by the force majeure event (the "**Affected Party**") shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force majeure event, the expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term "force majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

Article VII Insurance

- 7.1 **Insurance.** The Customer shall carry general liability insurance coverage, such as, but not limited to, homeowner's insurance or commercial general liability insurance. The Customer shall provide the City with proof of such insurance. The Customer shall name the City as an additional insured on policies and shall cause its insurance company to issue a Certificate of Insurance to the City to that effect. The Customer shall notify the City immediately if such insurance policy is terminated or cancelled prior to the end of its term and if the insurance company has communicated an intent not to renew the policy.

Article VIII Documents and Notices

- 8.1 **Documents.** The Agreement includes the following documents, which are attached and incorporated by reference:

- a) One-line drawing
- b) Interconnection Request Application Form
- c) System Upgrade Estimated Costs
- d) Certificate of Completion

8.2 **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Customer:

Use the contact information provided in the Customer's application. The Customer is responsible for notifying the City of any change in the contact party information, including change of ownership.

If to City:

Use the contact information provided below. The City is responsible for notifying the Customer of any change in the contact party information.

Name:

Mailing Address:

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____ (Evening): _____

Fax Number: _____ E-Mail Address: _____

Article IX Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF ROCK FALLS,
an Illinois municipal corporation

By: _____

Its: _____

CUSTOMER:

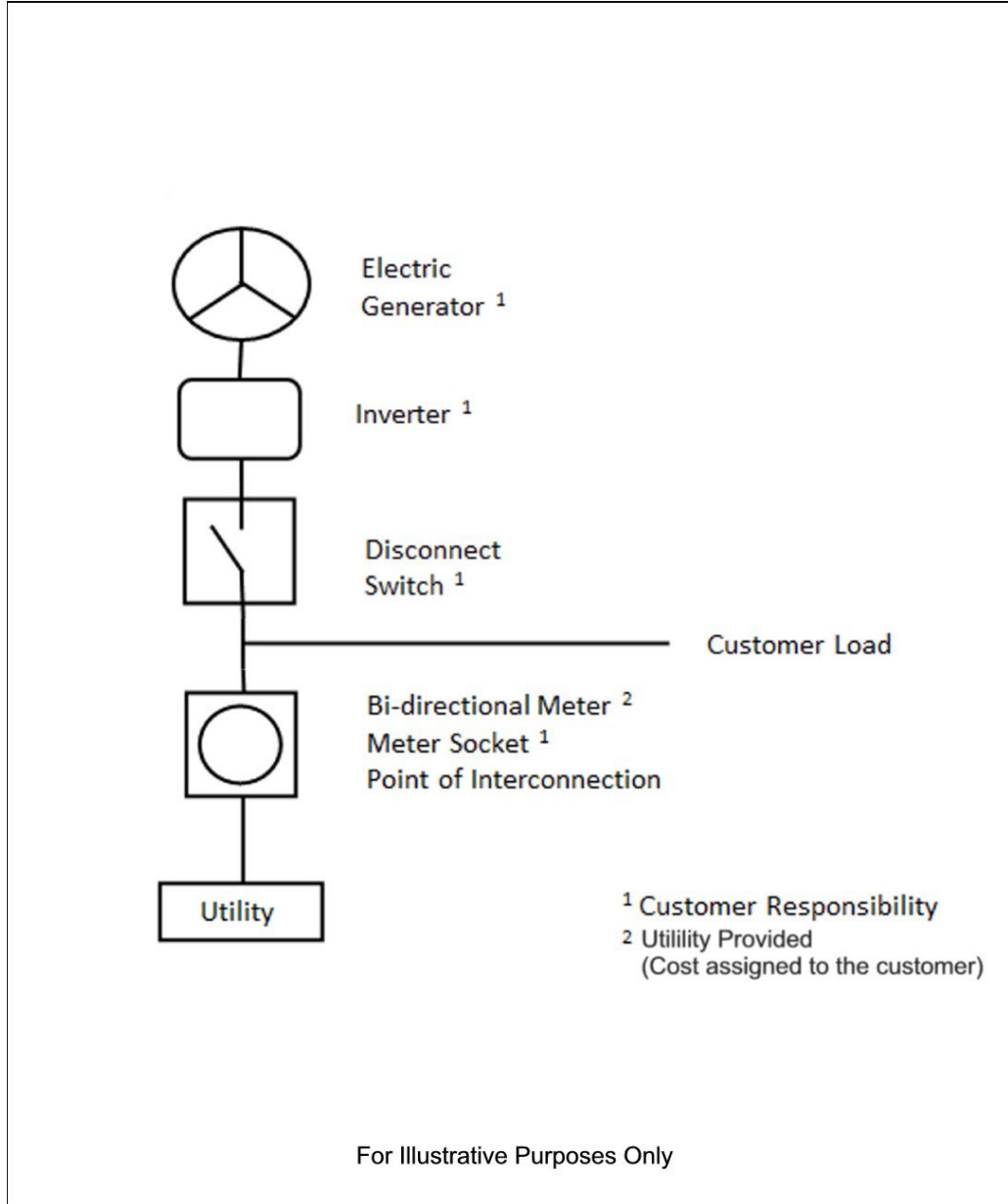
Name: _____

Title: _____

Signature: _____

APPENDIX A

Sample One-line Interconnection Diagram



WRITE OFFS OCTOBER 2021 - DECEMBER 2021

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<u>BANKRUPTCY</u>													
DAVIS, NED	42-00630-03	239.30			180.70	6.01	51.75	0.84					239.30
<u>TOTAL</u>		239.30	0.00	0.00	180.70	6.01	51.75	0.84	0.00	0.00	0.00	0.00	239.30
<u>DECEASED</u>													
CANAS, LEANDRO	15-01840-01	108.75	102.37	4.20							2.18		108.75
GIBBONS, TRACEY LYNN	29-00920-11	237.78	90.69	6.36	93.66	4.86	38.64	1.53			2.04		237.78
HANSON, ROY	12-00140-00	458.64	389.36				62.02				7.26		458.64
HECKMAN, SABRINA	18-00420-11	184.05	103.71		55.63		22.58				2.13		184.05
HOSE, CARRIE	18-00300-20	226.26	174.98	3.41	30.63	0.78	12.50	0.26			3.70		226.26
KOCH, MARY	15-01610-03	39.06	38.55								0.51		39.06
MCALLISTER, SANDRA	25-01270-00	510.06	208.52		191.80		68.38		37.73		3.63		510.06
STANDARD, JENNIFER	29-00550-15	466.95	312.61		85.70		37.99		23.64		7.01		466.95
<u>TOTAL</u>		2,231.55	1,420.79	13.97	457.42	5.64	242.11	1.79	61.37	0.00	28.46	0.00	2,231.55
<u>SPECIAL CIRCUMSTANCE</u>													
STATE FARM	33-08001-18	3,291.44	3,291.44										3,291.44
<u>TOTAL</u>		3,291.44	3,291.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,291.44
<u>AGED OUT</u>													
CHAPMAN, ALYSSA	9-00550-02	263.86	120.84	8.70	70.18	3.62	28.89	1.22	25.73	1.34	3.34		263.86
CHATMAN, MICHELLE	22-01270-03	95.20	54.83	3.27	18.40	1.65	7.58	0.69	6.75	0.53	1.50		95.20
CROTTO, BRITTON	28-01260-04	29.78	18.54		7.64		3.15				0.45		29.78
DITTO, ASHLEY	18-00410-17	138.61	46.45	3.34	59.21	3.23	24.41	1.01			0.96		138.61
FIELDING, SHILO	10-00460-23	537.41	174.65	4.06	192.44	4.02	130.24	2.31	24.44	0.75	4.50		537.41
HAMPTON, MARSHALL	16-00520-15	409.28	202.01	9.03	102.70	5.42	52.31	2.34	28.61	1.63	5.23		409.28
HINDY, CHRISTA	11-00050-11	20.70	12.06		4.59		1.91		1.68		0.46		20.70
IMC	33-00510-02	1,031.66	650.86	36.83	223.91	11.18	92.10	3.48			13.30		1,031.66
JOHNSON, AMBER	18-00650-07	195.43	59.81	3.16	71.76		37.81	1.65	18.84	0.98	1.42		195.43
KERKOVE, DENNIS	23-00230-15	481.59	236.23		134.35		61.82		43.40		5.79		481.59
MARTINEZ, TIFFANY	25-00470-09	208.29	48.79	5.22	79.84	6.25	35.95	2.96	26.56	1.67	1.05		208.29
MCLEAN, JESSICA	22-00960-03	195.84			149.52	6.82	38.86	0.64					195.84
NEAL, SERITA	20-01190-03	166.05	92.23		39.86		21.66		9.91		2.39		166.05
REYES, JONATHON	5-01630-13	455.36	245.25	6.39	105.93	4.33	57.09	1.88	26.66	1.31	6.52		455.36

WRITE OFFS OCTOBER 2021 - DECEMBER 2021

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
SMITH, JOSEPHINE	14-00130-07	482.57	260.87	7.94	110.19	5.29	62.56	2.59	24.86	1.35	6.92		482.57
<u>TOTAL</u>		4,711.63	2,223.42	87.94	1,370.52	51.81	656.34	20.77	237.44	9.56	53.83	0.00	4,711.63
<u>GRAND TOTAL</u>		10,473.92	6,935.65	101.91	2,008.64	63.46	950.20	23.40	298.81	9.56	82.29	0.00	10,473.92 10,473.92

WATER RATE PROPOSED INCREASES

5/8" METER (RESIDENTIAL) (4641 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 3 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	12.55	12.80	13.00	13.25	13.45
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
 MINIMUM BILL	 20.90	 21.15	 21.35	 21.60	 21.80

3/4" METER (2 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 4 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	17.35	17.80	18.25	18.60	19.15
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
 MINIMUM BILL	 25.70	 26.15	 26.60	 26.95	 27.50

1" METER (53 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 7 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	31.75	32.80	34.00	35.05	36.25
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
 MINIMUM BILL	 40.10	 41.15	 42.35	 43.40	 44.60

1-1/2" METER (25 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 15 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	70.15	72.80	76.00	78.65	81.85
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
 MINIMUM BILL	 78.50	 81.15	 84.35	 87.00	 90.20

2" METER (24 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 24 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	113.35	116.00	123.25	127.60	133.15
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
MINIMUM BILL	121.70	124.35	131.60	135.95	141.50

3" METER (3 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 45 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	214.15	222.80	233.50	242.15	252.85
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
MINIMUM BILL	222.50	231.15	241.85	250.50	261.20

4" METER (1 meter)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 75 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	358.15	372.80	391.00	405.65	423.85
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
MINIMUM BILL	366.50	381.15	399.35	414.00	432.20

6" METER (0 meters)	CURRENT	FY 23	FY 24	FY 25	FY 26
WATER USAGE CHARGE (EACH UNIT OVER 150 MINIMUM)	4.80	5.00	5.25	5.45	5.70
WATER MINIMUM CHARGE	718.15	747.80	784.75	814.40	851.35
WATER CAPITAL IMPROVEMENT	3.50	3.50	3.50	3.50	3.50
WATER DEBT CHARGE	4.85	4.85	4.85	4.85	4.85
MINIMUM BILL	726.50	756.15	793.10	822.75	859.70

RATE INCREASES DUE TO THE FOLLOWING:

Price Increases year 2021-2022

1. Waterworks Brass - 32% - 35% Increase
2. Repair Clamps – 15% - 20% Increase
3. Ductile Iron Domestic Fittings – 42% - 45% Increase
4. Hydrants and Valves – 12% - 15% Increase
5. C900 or PVC Pipe – 215% Increase
6. PVC & Ductile Restraints – 28% - 32% Increase
7. Other Supplies (I.E. – Nuts, Bolts, and Gaskets) – 42% - 45% Increase

Quality Concrete as of January 2022

Flowable Fill up 7%

Wet Sand up 7%

Concrete up 7%

Viking Chemicals

Chlorine	2021 \$.41	2022 \$.88
Flouride	2021 \$.41	2022 \$.75

City of Rock Falls Water Reclamation
2023-2027 Revenue Projections with One Time \$2.34 Capital Investments Rate Increase

SEWER INCOME		FY 26-27	FY 25-26	FY 24-25	FY 23-24	FY 22-23
30-30 Income Accounts		Budget	Budget	Budget	Budget	Budget
4000	Employee Health Ins. Reimbursement	\$12,130.00	\$12,130.00	\$12,130.00	\$12,130.00	\$12,130.00
4040	Interest Income	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4016	Issuance of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4049	Amortization of Bond Premium	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4100	Residential Revenue (Billed)	\$1,405,719.00	\$1,405,719.00	\$1,405,719.00	\$1,405,719.00	\$1,405,719.00
4105	Commercial Revenue (Billed)	\$328,610.00	\$328,610.00	\$328,610.00	\$328,610.00	\$328,610.00
4110	Industrial Revenue (Billed)	\$73,025.00	\$73,025.00	\$73,025.00	\$73,025.00	\$73,025.00
4120	Municipal Revenue (Water & Electric)	\$18,256.00	\$18,256.00	\$18,256.00	\$18,256.00	\$18,256.00
4125	Capital Improvements (Billed)	\$292,392.00	\$292,392.00	\$292,392.00	\$292,392.00	\$292,392.00
4130	Debt Service (Billed)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4135	Sewer Plant Improvements (Billed)	\$1,285,200.00	\$1,285,200.00	\$1,285,200.00	\$1,285,200.00	\$1,285,200.00
4250	Penalties (Billed)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
4260	Hook-Up Fees/ New Service	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
4291	TV Camera Usages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4292	Sewer/Septic Disposal	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
4380	Sale of Material/Junk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4450	Settlement Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4585	Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4600	Operating Transfer In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4000	Miscellaneous Income	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
4920	Gain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Revenue	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00
	Total O & M Revenue	\$1,899,370.00	\$1,899,370.00	\$1,899,370.00	\$1,899,370.00	\$1,887,240.00

**City of Rock Falls Water Reclamation
2023-2027 Revenue Projections with 2.0% Rate Increase**

RANK	Rate Increase Description	FY 26-27 Revenue	FY 25-26 Revenue	FY 24-25 Revenue	FY 23-24 Revenue	FY 22-23 Revenue	Total Revenue
3	2% Rate Increase	\$ 3,544,191.48	\$ 3,503,865.68	\$ 3,464,330.59	\$ 3,425,570.70	\$ 3,387,570.80	\$17,325,529.24
4	2.5% Rate Increase	\$ 3,595,095.33	\$ 3,543,692.42	\$ 3,493,543.24	\$ 3,444,617.21	\$ 3,396,884.50	\$17,473,832.71
6	3.0% Rate Increase	\$ 3,647,002.19	\$ 3,584,106.28	\$ 3,523,042.29	\$ 3,463,756.87	\$ 3,406,198.20	\$17,624,105.83
1	One Time \$1.44 Increase to Cap Inv	\$ 3,416,100.00	\$ 3,416,100.00	\$ 3,416,100.00	\$ 3,416,100.00	\$ 3,416,100.00	\$17,080,500.00
2	One Time \$2.44 Increase to Cap Inv	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00	\$ 3,464,832.00	\$17,324,160.00
5	One Time \$1.00 and 2%	\$ 3,593,406.60	\$ 3,553,080.80	\$ 3,513,545.71	\$ 3,474,785.82	\$ 3,436,785.92	\$17,571,604.84

DIVISION 4. - RATES

Sec. 32-304. - Basis, rates and charges for sewerage service.

(a) *Basis for wastewater service charges.* The wastewater service charges for the use of and for service supplied by the wastewater facilities of the city shall consist of the following:

- (1) A debt service (DS) charge per billing period to pay the annual principal and interest costs of all outstanding sewerage debt issues;
- (2) A capital improvement (CI) charge per billing period to provide sums required for capital improvements and replacements;
- (3) A basic usage charge (BC) per billing period;
- (4) A basic usage rate (R) to be applied to discharges to the wastewater system and, when so applied, to cover, with the basic usage charge, the fixed and variable expenses and costs of operation, maintenance and repairs of plant and facilities;
- (5) A replacement treatment plant (RC) charge, per billing period, to create a reserve and to defray and pay costs incurred in the planning, design, development, construction and incurred debt for a replacement wastewater treatment plant;
- (6) A replacement wastewater treatment plant usage rate (P) to establish a reserve for and to cover the fixed and variable expenses and costs incurred or to be incurred in the operation, maintenance and repairs to the replacement wastewater treatment plant; and
- (7) A surcharge (S), if applicable, for users whose discharges exceed strength or concentrations of substances as defined hereinafter.

(b) *Computation and application of charges.*

- (1) The debt service charge (DS) to be applied to each user of the wastewater treatment facilities of the city shall be computed by determining the amount necessary to pay and discharge all debt service (principal and interest), together with such additional amounts as are required by the terms and provisions of any debt instrument heretofore issued by the city and payable from revenues of the wastewater treatment (sewerage) department. The amount so determined shall be divided by 12 to determine the periodic monthly charge.
- (2) The capital improvement charge (CI) shall apply to all users of the wastewater treatment facilities of the city, shall be for the purpose of creating a financial reserve from which can be paid the cost of replacement of capital items of the system, and shall be calculated by estimating the amount needed annually for capital improvements or replacements within the wastewater treatment system, divided by the estimated number of users. The amount so determined shall be divided by 12 to determine the periodic monthly amount.
- (3) The basic usage charge (BC) shall apply to all users of the wastewater treatment system and shall allow the user to discharge up to 300 cubic feet of water or wastewater per month.
- (4) The basic usage rate (R) shall be applied to each 100 cubic feet or portion thereof of water usage or discharge per billing period and shall be based on water usage and/or discharge into the wastewater

**LOUIE BELLSON
NAME AND LIKENESS LICENSE AGREEMENT**

THIS NAME AND LIKENESS AGREEMENT (this "Agreement") is made and entered into as of _____, 2022 (the "Effective Date"), by and between FRANCINE "MRS. B" BELLSON ("Licensor"), and the CITY OF ROCK FALLS, an Illinois municipal corporation ("Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties".

WHEREAS, Louie Bellson ("Louie Bellson"), born in the City of Rock Falls, Illinois, is a world-renowned jazz musician and is commonly referred to as one of the world's greatest drummers; and

WHEREAS, Licensor is the exclusive owner of all right, title and interest in and to (i) the image, photograph, signature, voice, likeness and goodwill of Louie Bellson; (ii) certain rights of publicity in and to Louie Bellson's full and formal name, nickname or alias; and (iii) all common law and statutory rights in the foregoing (collectively, the "Property"); and

WHEREAS, Licensee, by and through its Tourism Department, desires to honor Louie Bellson's legacy by hosting a public event within the City of Rock Falls on or around June 18, 2022, to be known as the "Bellson Music Fest" (the "Event"); and

WHEREAS, the Event is intended to garner an increased appreciation of the musical arts, specifically as it relates to the genres of jazz and blues music, as well as Louie Bellson's legacy as a historical figure to the City of Rock Falls; and

WHEREAS, Licensee desires to utilize the Property for purposes of the Event, and Licensor desires to grant such permission subject to certain agreements set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement to provide for Licensee's use of the Property for the Event, all upon the terms and conditions as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.

2. License. Subject to the limitations contained herein, Licensor hereby grants to Licensee a non-exclusive license and right to use the Property for those purposes solely related to the Event, including but not limited to marketing, development and promotion of the same (all of the foregoing, the "Permitted Uses").

3. Not-for-Profit Event; Royalty-Free. Licensee represents that the Event is being

held on a “not-for-profit” basis and is open to the residents of the City of Rock Falls, including members of the public from surrounding communities. The Property will not be utilized in any manner, and the Permitted Uses shall not include the right to utilize the Property for any monetary purposes whatsoever. In consideration of and contingent upon the foregoing, the Property may be used for the Permitted Purposes on a royalty-free basis for the duration of the Term (as hereinafter defined).

4. Term. The term of this Agreement shall begin on the Effective Date and continue until the conclusion of the Event, or as otherwise terminated by either party in accordance with the terms hereof (the “Term”).

5. Licensor’s Title to the Property. Licensee acknowledges Licensor owns all right, title and interest in and to the Property and that Licensee is not, and will not become by virtue of this Agreement, become the owner of any right, title or interest in and to the Property in any form or embodiment.

6. Representations and Warranties. Each Party represents and warrants that:

- (a) It has the full power and authority to enter into and perform its obligations under this Agreement, and all actions necessary to authorize the execution, delivery and performance of this Agreement have been taken by such Party; and
- (b) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein will conflict with or result in any breach of or event of termination under any of the terms of, or constitute a default under or result in the termination of or the creation or imposition of any encumbrance pursuant to, the terms of any contract or agreement to which it is a party or by which it or any of its assets and properties are bound.

7. Termination. This Agreement may be terminated as follows:

- (a) By Licensor, upon breach of any covenant or condition hereof by Licensee and failure by Licensee to cure said default or breach within seven (7) days of receipt of written notice from Licensor of such default, and upon such termination, Licensor shall be entitled to damages sustained by it resulting from the breach, including costs and expenses and reasonable attorney fees incurred by Licensor in declaring the default, in seeking damages or performance of Licensee or in removing the Fence from the License Area.
- (b) By Licensor, immediately, if (i) Licensee becomes insolvent; or (ii) institutes or has instituted against it bankruptcy proceedings which are not dismissed within ninety (90) days of filing; or (iii) makes a general assignment for the benefit of creditors; or (iv) if a receiver is appointed for the benefit of its creditors; or (v) if a receiver is appointed on account of its insolvency.
- (c) By either Party at any time after thirty (30) days written notice of the same has been

provided to the other.

8. Indemnification; Release of Liability. Each Party (the “Indemnifying Party”) will indemnify, defend and hold harmless the other Party, and the other Party’s affiliates, agents, employees, officers, successors and assigns (each an “Indemnified Party”), from and against any and all damages, liabilities, costs and expenses, including reasonable attorneys’ fees and expenses, in any third party lawsuit or proceeding based upon or otherwise arising out of a breach of the Indemnifying Party’s representations, warranties or covenants contained herein. Notwithstanding the foregoing, Licensee acknowledges and agrees that Licensor shall in no manner be liable for any damages directly or indirectly resulting from the Event and the lawful use of the Property by Licensee in accordance with this Agreement.

9. Assignment. This Agreement may not be assigned by either party without the express written consent of the other. This Agreement will be binding on, and inure to the benefit of, each Party and their respective successors in title and permitted assigns.

10. Notices. All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery to the other party, by registered or certified mail, return receipt requested, postage prepaid, or by e-mail with read receipt requested to the following addresses:

If to Licensor:

Louie Bellson Legacy
c/o Percussion Power
5655 Silver Creek Valley Rd. #610
San Jose, CA 95138
bellson_1@att.net

If to Licensee:

City of Rock Falls
Attn: Tourism Department
603 W. 10th Street
Rock Falls, IL 61071
director@visitrockfalls.com

11. Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be located in Whiteside County, Illinois, and the Parties hereby waive any right to demand trial by jury of any dispute or claim made under or pursuant to this Agreement.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and may be modified only by a writing signed by both Parties.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures (or other form of electronic communication, such as .pdf) shall be deemed original signatures.

(signatures of the Parties to appear on the following page)

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

LICENSOR:

FRANCINE "MRS. B" BELLSON

LICENSEE:

CITY OF ROCK FALLS, an
Illinois municipal corporation

By: _____

Its: _____