

City of Rock Falls

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

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

Pam Martinez
815-622-1100

City Treasurer

Kay Abner
815-622-1100

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

May 3, 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 April 19, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 2nd Reading & Adoption:

1. Ordinance 2022-2569 - Amending Section 32-122 Bulk Purchases of Water; Rates ☞

Resolutions:

1. Resolution 2022-876 - Resolution for Improvement Under the Illinois Highway Code - Dixon Avenue - FAU 55660 (Section Number 18-00136-00-FP) ☞
2. Resolution 2022-879 - Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission (213 Stanley Court and 1906 13th Avenue) ☞

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. Recommendation from the Finance Insurance Investment Committee to approve the Utility Office Write-Offs for January 2022 – March 2022 ☞
2. Recommendation from the Finance Insurance Investment Committee to approve the changes to the General Procedures Governing Utility Service - Section XIII – Residential Homeowner, Commercial & Industrial Property Liens ☞

Ward 2

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

1. Recommendation from the Utility Committee to approve the purchase 120 water meters from Ferguson Waterworks, 1720 State St., DeKalb, IL in the amount of \$17,642.40 ☞
2. Recommendation from the Utility Committee to approve the quote for the Well No. 7 Pump Removal, video survey and inspection by Layne, 721 W Illinois Avenue, Aurora, IL in the amount of \$18,380.50 ☞
3. Recommendation from the Utility Committee to approve the low bid received by AIMS Mechanical, 1881 Industrial Drive, Sterling, IL 61081 ☞
4. Recommendation from the Utility Committee to approve a 1-year Silver SCADA Support Plan with Survalent Technology, Inc., 1967 Wehrle Drive, Suite 1, PMB 122, Buffalo, NY in an amount not to exceed \$12,597.00 ☞
5. Approve License Agreement #3093 between the City of Rock Falls and the Illinois Department of Natural Resources for power lines located on Route 30 for a 10-year term in the amount of \$2,200.00 (\$220.00 per year) ☞
6. Recommendation from the Utility Committee to approve the amendments to Section C-1, C-2 and F-1 of the Rock Falls Utilities Committee Policy ☞

Alderman Casey Babel – Tourism Committee Chairman

Ward 3

Alderman Steve Dowd

Alderman Jessica Devers

Ward 4

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

1. Recommendation from the Ordinance License Personnel Safety Committee to approve the updated Firefighter (Full-Time) Job Description ☞

Alderman Marshall Doane

Mayor's Report:

Adjournment

Next City Council meeting – May 17, 2022, at 5:30 p.m.

Posted: April 29, 2022

Michelle Conklin, Deputy City Clerk

City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on April 19, 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, Snow, Babel, Devers, Doane, and Sobottka. In addition, Attorney Matt Cole, Attorney Tim Zollinger and City Administrator Robbin Blackert were present. Alderman Dowd absent.

Audience request:

Dr. Lori Cortez presented to the City Council the Impact Program from Sauk Valley Community College. This program helps students in six counties receive Sauk Valley Community College free tuition.

Community Affairs:

None

Consent Agenda:

Consent Agenda items 1 through 4 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the April 5, 2022, City Council Meeting.
2. Approval of bills as presented.
3. Reappointment of Bill Wescott to the Fire Pension for a 2-year term (05-01-2022 to 04-30-2024).
4. Reappointment of Chris Heier to the Fire Pension Board for a 2-year term (05-01-2022 to 04-30-2024).

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

Vote 6 aye, 1 no (Devers), motion carried.

Ordinance 2nd Reading and Adoption:

1. Ordinance 2022-2562 – Amending Chapter 24, Section 24-13 Relating to Temporary Signs.

A motion was made by Alderman Wangelin and second by Alderman Babel to approve amending Chapter 32, Section 24-13 Relating to Temporary Signs.

Vote 7 aye, motion carried

2. Ordinance 2022-2563 – Amending Chapter 6, Article III Relating to Building Permit Fees

A motion was made by Alderman Snow and second by Alderwoman Sobottka to approve Amending Chapter 6, Article III Relating to Building Permit Fees.

Vote 7 aye, motion carried.

3. Ordinance 2022-2564 – Amending the Rock Falls Municipal Code Relating to Incorporation of International Codes.

A motion was made by Alderman Babel and second by Alderman Wangelin to approve Amending the Rock Falls Municipal Code Relating to Incorporation of International Codes.

Vote 7 aye, motion carried.

4. Ordinance 2022-2565 – Amending Chapter 16, Section 16-617 Relating to Tree Cutters.

A motion was made by Alderman Babel and second by Alderman Snow to approve Amending Chapter 16, Section 16-617 Relating to Tree Cutters.

Vote 7 aye, motion carried.

5. Ordinance 2022-2566 – Amending Section 32-348 (a) Purchase Power Adjustment Factor.

A motion was made by Alderman Babel and second by Alderwoman McKanna to approve Amending Section 32-348 (a) Purchase Power Adjustment Factor.

Vote 7 aye, motion carried.

6. Ordinance 2022-2567 – Supplemental Appropriation Ordinance for Fiscal Year 2022. A motion was made by Alderman Babel and second by Alderwoman McKanna to approve Supplemental Appropriation Ordinance for Fiscal Year 2022.

Vote 7 aye, motion carried.

7. Ordinance 2022-2568 – Amending Chapter 16, Article V Relating to Alcohol Liquor Purchases.

A motion was made by Alderwoman Sobottka and second by Alderman Babel to approve Amending Chapter 16, Article V Relating to Alcohol Liquor Purchases.

Vote 5 aye, 1 recused (Snow), 1 nay (Devers) motion carried.

Resolutions:

1. Resolution 2022-877 – Resolution Accepting a Grant from the Illinois Housing Development Authority's Strong Communities Program. A motion was made by Alderman Snow and second by Alderman Wangelin to accept Resolution 2022-877.
Vote 7 aye, motion carried.
2. Resolution 2022-878 – Authorizing Engagement of Ward, Murray, Pace & Johnson, P.C., for the Purpose of Intervening and Contesting the Property Tax Appeal Filed by Walgreens Case #2021-05650. A motion was made by Alderman Babel and second by Alderwoman Sobottka to accept Resolution 2022-878.
Vote 7 aye, motion carried.

City Administrator:

1. Illinois Department of Labor – Inspection #1562109.
A motion was made by Alderman Snow and second by Alderwoman Sobottka to approve the Illinois Department of Labor – Inspection #1562109.
Vote 7 aye, motion carried.

City Attorney: none

City Departments: none

A motion was made by Alderman Wangelin to approve recommendation from Public Property / Public Works Committee to approve the proposal from Renue Systems of Chicago, Inc., 1147 N. Main Street, Lombard, IL 60148 to restore the terrazzo floors at City Hall using the 3M product and making repairs to cracks and uneven flooring in the amount of \$7,555.00 and second by Alderwoman Sobottka.

Vote 7 aye, motion carried.

A motion was made by Alderwoman McKanna to approve recommendation from the Finance Committee for approval of the Fiscal Year 2023 Budgets and second by Alderman Wangelin.
Vote 7 aye, motion carried.

Mayor's Report:

1. Committee Assignments – 1 year term.

A motion was made by Alderman Snow to keep current assignments at this time and not accept as proposed. Mayor Kleckler stated that the motion has be made as presented only. City Attorney stated committees cannot change until City Council adopts, Mayor disagreed. No further motion was made – motion failed.

A motion was made by Alderwoman Sobottka and second by Alderman Babel to move into Executive Session for the purpose of Section 2(c)(11) – Litigation – Pending, probable or imminent litigation.

Vote 7 aye, motion carried. (5:58 p.m.)

A motion was made by Alderwoman Sobottka and second by Alderwoman McKanna to return to regular session

Vote 7 aye, motion carried (6:26 p.m.)

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

Via Voice Vote, motion carried. (6:47 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 05/03/2022

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	\$726.32
General Fund	\$15,685.26
Building Code Demolition Fund	\$267.31
Industrial Development	\$546.00
Electric	\$71,859.34
Sewer	\$20,201.64
Water	\$7,166.75
Garbage	\$825.00
Customer Service Center	\$697.73
Customer Utility Deposits	\$1,144.39
	<hr/> <hr/>
	\$119,119.74

Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	COM ED	MONTHLY SERVICE	24.60
	CARD SERVICE CENTER	FBOOK ADVERT/GIFT CARD BASKET	225.37
		ADOBE/CRICUT/DROPBOX SUBSCRIP	163.40
	COMCAST	MONTHLY CHARGE	5.46
		MONTHLY CHARGE	5.95
		TOURISM	424.78
GENERAL FUND			
01	ADMINISTRATION		
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	3,291.00
	CIRCUIT CLERK OF LEE COUNTY	BRITTANY D MITCHELL/BAIL BOND	300.00
		KIMBERLY S MCKINLEY/BAIL BOND	100.00
	CARD SERVICE CENTER	BUDGET MEETING MEAL	110.12
		HOLIDONE PARTY SUPPLIES	45.63
		SERVICE AWARDS	450.00
		HOLIDONE PARTY RAFFLE	200.00
	COMCAST	MONTHLY CHARGE	5.46
		MONTHLY CHARGE	5.95
		ADMINISTRATION	4,508.16
02	CITY ADMINISTRATOR		
	COMCAST	MONTHLY CHARGE	2.73
		MONTHLY CHARGE	2.97
		CITY ADMINISTRATOR	5.70
04	BUILDING		
	CARD SERVICE CENTER	CAR WASH	15.00
	COMCAST	MONTHLY CHARGE	10.93
		MONTHLY CHARGE	11.90
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	20.00
		BUILDING	57.83
05	CITY CLERK'S OFFICE		

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
05	CITY CLERK'S OFFICE		
	CARD SERVICE CENTER	ADOBE PRO DC	15.93
	COMCAST	MONTHLY CHARGE	10.93
		MONTHLY CHARGE	11.90
		CITY CLERK'S OFFICE	38.76
06	POLICE		
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	462.00
	GRUMMERTS HARDWARE - STERLING	CLEANERS/PAPER TOWELS	120.96
	PEST CONTROL CONSULTANTS IL	PEST CONTROL	50.00
		PEST CONTROL	50.00
	VERIZON WIRELESS	MONTHLY SERVICE	278.58
	CARD SERVICE CENTER	FIRE POLICE COMMISS TRAINING	275.00
		BUS CARDS	77.31
		TACTICAL BOOTS	63.10
	COMCAST	MONTHLY CHARGE	84.59
		MONTHLY CHARGE	92.15
	KARI ANDERSON	MEAL/CONFERENCE	30.00
	JULIA DEETS	MEAL/PARKING/CLASS	36.00
		REIMB/UNIFORM CLOTHING	338.36
	NICOR	MONTHLY SERVICE	285.49
		POLICE	2,243.54
07	CODE HEARING DEPARTMENT		
	TIMOTHY J SLAVIN	PROFESSIONAL SERV/HEARING OFF	750.00
		CODE HEARING DEPARTMENT	750.00
10	STREET		
	VERIZON WIRELESS	MONTHLY SERVICE	58.81
	COMCAST	MONTHLY CHARGE	5.46
		MONTHLY CHARGE	5.95
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	200.00
	NICOR	MONTHLY SERVICE	1,300.23
		STREET	1,570.45

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
GENERAL FUND			
12	PUBLIC PROPERTY		
	CARD SERVICE CENTER	CLEANERS/WEED KILLER	38.02
		LEAF RAKES	43.94
		PUBLIC PROPERTY	81.96
13	FIRE		
	HAIGES MACHINERY, INC.	FSO FIRE WASH	142.83
	CARD SERVICE CENTER	FIRE POLICE COMMISS TRAINING	275.00
		MEAL/TRAINING	14.69
		INCID COMM BOARDS/FIREWRAP GRI	349.74
		PLAQUE/PLETSCH	64.94
	COMCAST	MONTHLY CHARGE	17.00
		MONTHLY CHARGE	19.12
		MONTHLY CHARGE	20.82
	BRADY FRANKS	MILEAGE/TRAINING	103.04
	NICOR	MONTHLY SERVICE	856.48
	MOBILE ELECTRONICS, INC	INST 3 RADIOS/ANTENNAS	1,222.18
		FIRE	3,085.84
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	210.00
	WHITESIDE COUNTY RECORDER	LIEN RELEASE/207 E 9TH ST	43.00
		BUILDING CODE DEMOLITION FUND	253.00
INDUSTRIAL DEVELOPMENT FUND			
14	INDUSTRIAL DEVELOPMENT		
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	546.00
		INDUSTRIAL DEVELOPMENT	546.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	SAUK VALLEY MEDIA	MAGAZINE DISPLAY	465.00
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	420.00

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	GRUMMERT'S HARDWARE - R.F.	KEYBOARD DUSTER/SUPER GLUE	15.28
	BORDER STATES INDUSTRIES INC	42IN FIBERGLASS GUY STRAINS	129.52
		GEP5A34 POLE EYE PLATE	361.44
		AGSKIT2 #8-#2 URD SPLICE	271.80
		42IN FIBERGLASS GUY STRAINS	64.76
		GEP5A34 POLE EYE PLATE	140.56
		42IN FIBERGLASS GUY STRAINS	129.52
		265010 10A FUSE LINK TYPE K	195.50
	O'REILLY AUTOMOTIVE INC	BRUSH/WD 40	69.95
	POWER LINE SUPPLY	2/0 URD AL TRIPLEX CONV 600V	4,605.00
		EYE124DSS40BK PHOTO EYE	1,111.00
		GM125A MIDSPAN CLAMP	2,309.00
		SM61052 SEPTOR HARD HAT LIGHT	167.64
	IMUA	MARCH SAFETY TRAINING	500.00
	ENGEL ELECTRIC CO.	CENTEN SUBSTATION ASSIST	2,284.70
	VERIZON WIRELESS	MONTHLY SERVICE	665.69
	LOESCHER	REPAIR GAS LEAK NEAR METER	90.00
	POWER SYSTEM ENGINEERING INC	SCADA MAINTENANCE	3,054.45
		CENT PARK BREAKER REPL	15,959.30
	CARD SERVICE CENTER	RECIP SAW/VACUUM	348.00
		HOTEL/IMEA MTG	110.86
		CAR WASH	12.00
	COMCAST	MONTHLY CHARGE	27.32
		MONTHLY CHARGE	29.75
	MILLENNIUM	SPLICE TRAY/SLEEVES/ISO ALCOHO	390.23
	BUNTJER BROS INC	GRADING/SEEDING/DIRT/STRAW	835.00
	TALLMAN EQUIPMENT CO INC.	VOLT DETECT KIT/CREDIT	-859.16
		TE2401 TOOL APRON	42.67
		KTI702-20N HOWE WIRE TOOL	447.27
		HFHV-240 HV-TELESCOPIC POLE 40	1,056.00
		HFHV-212 HV-TELESCOPIC POLE 12	367.40
		LAEE2-802NF-12 NYLON SLING	72.08
		SHIPPING	75.34
	GREAT WESTERN SUPPLY CO	SHOP TOWELS	107.98
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	280.00
	ALPINE POWER SYSTEMS, INC	PT#150028 FLAME ARRESTOR	840.11
	NICOR	MONTHLY SERVICE	1,345.67
		MONTHLY SERVICE	174.72
	STERLING CHEVROLET CO.	BRAKE PADS/ROTORS REPL/LOF	871.38
	AMANDA TRUJILLO	OVERPAYMENT REFUND	8.53
		OPERATION & MAINTENANCE	39,593.26

SEWER FUND

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
	WILCO RENTAL	BLADES	151.62
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	1,437.69
	WILLIAM & MARY COMPUTER CENTER	EPSON WORKFORCE PRO	410.00
	COM ED	MONTHLY SERVICE	120.72
		MONTHLY SERVICE	37.34
	MENARDS	PVC CAP/CELL CORE PVC PIPE	95.20
	CULVER'S	MEALS/OVERTIME	51.36
	ALTORFER INC.	DOG POUND GENERATOR/SERVICE	1,014.00
		CENT PARK GENERATOR/SERVICE	984.00
		200 4TH & 24TH ST/GENERATOR/SE	1,111.00
		INDUST PK RD/GENERATOR/SERVICE	1,014.00
		ANIXTER RD GENERATOR/SERVICE	1,111.00
		COMM STATE BANK/GENERATOR/SERV	984.00
		RT 30 GENERATOR/SERVICE	914.00
	DIXON GLASS CO	R & R HINGES/DOOR	300.00
	VERIZON WIRELESS	MONTHLY SERVICE	199.38
	CARD SERVICE CENTER	MEAL	24.79
		LANDSCAPING	77.98
		IPASS TRANSPOND/LOF/TIRE ROTAT	140.77
	COMCAST	MONTHLY CHARGE	19.12
		MONTHLY CHARGE	20.82
	METROPOLITAN INDUSTRIES, INC.	REPL TRANSDUCER/BATTERY CHARGE	2,671.00
	SAMSARA NETWORKS INC	VEHICLE GPS SYSTEM	120.00
		OPERATION & MAINTENANCE	13,009.79
WATER FUND			
48	OPERATION & MAINTENANCE		
	AIRGAS USA LLC	WHT MRKR/WHL CUT OFF	27.85
	WARD, MURRAY, PACE & JOHNSON	LEGAL FEES	594.44
	GRUMMERT'S HARDWARE - R.F.	ORANGE SPRAY PAINT	6.74
		BLACK SPRAY PAINT	11.68
		UTIL KNIFE/NUTS/BOLTS	26.27
	AUTOZONE	WHEEL CHOCKS/ADAPTER	48.47
	MENARDS	ZEROWATER PITCHERS/NIPPLES/ELB	497.18
		WALL MOUNT HANGER/LADDER	154.98
	O'REILLY AUTOMOTIVE INC	BATTERY	61.51
		CORE RETURN	-10.00
	FERGUSON WATERWORKS #2516	V3 UPGRADE TO V4	1,788.60
		CC DBL SS STRP SDL	160.43
	VERIZON WIRELESS	MONTHLY SERVICE	38.01
	CARD SERVICE CENTER	CARTRIDGES	257.41
		TRAINING	186.00

INVOICES DUE ON/BEFORE 04/22/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
COMCAST		MONTHLY CHARGE	13.66
		MONTHLY CHARGE	14.87
FERGUSON ENTERPRISES LLC #3326		PARKING BLOCK	81.84
		NPSH BRS ADPT	52.74
SAMSARA NETWORKS INC		VEHICLE GPS SYSTEM	120.00
ARAMARK		UNIFORM/MATS/TOWEL SERVICES	40.52
		UNIFORM/MATS/TOWEL SERVICES	25.54
		UNIFORM/MATS/TOWEL SERVICES	80.63
		UNIFORM/MATS/TOWEL SERVICES	25.54
B & D SUPPLY CO.		SHEET METAL TOOL RACKS FABRICA	140.58
S.J. SMITH CO INC		LENS COVERS/ELITE	25.29
ESSENCE CHEMICAL COMPANY		STRIP OFF/SUPER BRITE	1,184.32
		OPERATION & MAINTENANCE	5,655.10
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
WARD, MURRAY, PACE & JOHNSON		LEGAL FEES	546.00
STAPLES CREDIT PLAN		PAPER CLIPS	10.66
		BREAK BOX	24.12
COMCAST		MONTHLY CHARGE	19.12
		MONTHLY CHARGE	20.82
		CUSTOMER SERVICE CENTER	620.72
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
TRI-COUNTY OPP COUNCIL		UTIL DEP REF/1600 RIVERDALE/94	178.24
JASON TOMPKINS		UTILITY DEPOSIT REFUND	246.54
DENISE ZINK		UTILITY DEPOSIT REFUND	198.19
JANET & JUNE BOUTIQUE LLC		UTILITY DEPOSIT REFUND	156.64
		CUSTOMER UTILITY DEPOSITS	779.61
		TOTAL ALL DEPARTMENTS	73,224.50

INVOICES DUE ON/BEFORE 04/29/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	TURNROTH SIGN CO, INC.	CUSTOM SIGN/NO GLASS	180.00
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	MELINDA JONES	MILEAGE/BLKHWK WW BOARD MTG	23.40
		MILEAGE/HENNEPIN CANAL BOD MTG	59.67
		TOURISM	301.54
GENERAL FUND			
01	ADMINISTRATION		
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		ADMINISTRATION	38.47
02	CITY ADMINISTRATOR		
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		CITY ADMINISTRATOR	38.47
04	BUILDING		
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
		BUILDING	77.01
05	CITY CLERK'S OFFICE		
	COMCAST BUSINESS	MONTHLY CHARGES	37.98
		MONTHLY CHARGES	39.01
		CITY CLERK'S OFFICE	76.99
06	POLICE		
	IL DEPT OF INNOVATION &	COMMUNICATION CHARGES	398.43

INVOICES DUE ON/BEFORE 04/29/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
06	POLICE		
	AUTOZONE	WINDSHIELD WASHER FLUID	6.98
	COMCAST	MONTHLY CHARGE	6.33
	TREASURER, STATE OF ILLINOIS	DEPOSIT INTO FUND 527	45.00
	ILLINOIS STATE POLICE	DEPOSIT SEX OFFENDER REG FUND	270.00
	ILLINOIS OFFICE OF THE	DEPOSIT INTO FUND 0958	270.00
	COMCAST BUSINESS	MONTHLY CHARGES	75.93
		MONTHLY CHARGES	77.91
	UNIFORM DEN INC	SOFTSHELL JACKET	51.45
		ONYX CARRIER	265.29
		POLICE	1,467.32
10	STREET		
	SAUK VALLEY MEDIA	SURFACE TRANS FUNDS/PUBLICATIO	133.30
	GRUMMERT'S HARDWARE - R.F.	TELESCOPIC REACHER	31.49
	CAPITAL ONE	PARTY SUPPLIES/LAWYER RETIREME	95.52
	JOHN DEERE FINANCIAL	OIL/FILTER ELEMENT/FILTERS	338.07
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	54.23
		UNIFORM/MATS/TOWEL SERVICES	29.83
		UNIFORM/MATS/TOWEL SERVICES	54.23
		UNIFORM/MATS/TOWEL SERVICES	13.88
		UNIFORM/MATS/TOWEL SERVICES	54.23
		UNIFORM/MATS/TOWEL SERVICES	13.88
	S.J. SMITH CO INC	PROPANE	164.97
		STREET	1,022.10
12	PUBLIC PROPERTY		
	WILCO RENTAL	STIHL AUTOCUT 6	27.99
		PUBLIC PROPERTY	27.99
13	FIRE		
	CAPITAL ONE	CLEANING SUPPLIES/TORCH KIT	104.44
		MOUSE	14.88
	VERIZON WIRELESS	MONTHLY SERVICE	165.83
	COMMUNICATIONS DIRECT INC	REPL VOL/CH SWITCH KIT	170.00

INVOICES DUE ON/BEFORE 04/29/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
13	FIRE		
	COMCAST BUSINESS	MONTHLY CHARGES	56.94
		MONTHLY CHARGES	58.46
	B & D SUPPLY CO.	FILTER	24.12
		FIRE	594.67
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	NICOR	MONTHLY SERVICE	14.31
		BUILDING CODE DEMOLITION FUND	14.31
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	MOORE TIRES INC.	REAR LEAF SPRING	1,924.50
	MICHLIG ENERGY LTD	PREMIUM DIESEL	15,946.09
		PREMIUM DIESEL	7,299.57
		PREMIUM DIESEL	6,424.31
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
	CHRIS STAUFFER	6" C CHANNEL/LABOR	376.50
	GREAT WESTERN SUPPLY CO	CAN LINERS/HANDWASH/GLOVES	218.10
		OPERATION & MAINTENANCE	32,266.08
SEWER FUND			
38	OPERATION & MAINTENANCE		
	WILLETT, HOFMANN & ASSOCIATES	HVAC MODIFICATIONS	761.25
	CAPITAL ONE	DEGREASER/SEA FOAM/MINERAL OIL	155.28
	FIVE STAR ENTERPRISES	GENERAC SWITCH/CONTACTOR/FUSE	153.64
	ALTORFER INC.	E RF ROAD GENERATOR/MAINT CHK	1,014.00
	VERIZON WIRELESS	MONTHLY SERVICE	76.02
	ENVIRONMENTAL RESOURCE ASSOC	NUTRIENTS/SOLIDS	1,206.52
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
	CHRIS STAUFFER	4 FRAMES W/DOORS/LIDS/SERV DOO	3,040.84
	BRADFORD SUPPLY CO	COUPLE FLEX	6.35
	SHAE SMITH	REIMB/UNIFORM PANTS	29.98
	QC ANALYTICAL SERVICES LLC	SEMI ANNUAL MONITORING	709.50
		OPERATION & MAINTENANCE	7,191.85

DATE: 04/28/2022
TIME: 14:26:13

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 04/29/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
	MENARDS	PVC PIPE/TIEDOWN/CAP/CEMENT	154.25
	CAPITAL ONE	COFFEE/WATER/LENS WIPES/AIR FR	81.94
		INK/ORGANIZER/FILE FOLDERS	98.98
	BEHRENS TRUCKING &	DIGGING/BACKFILL/WATER SERV	1,100.00
	VERIZON WIRELESS	MONTHLY SERVICE	38.01
	COMCAST BUSINESS	MONTHLY CHARGES	18.98
		MONTHLY CHARGES	19.49
		OPERATION & MAINTENANCE	1,511.65
GARBAGE FUND			
50	GARBAGE		
	MORING DISPOSAL, INC.	MONTHLY CHARGES/KREIDER	82.50
		MONTHLY CHARGES/RECYCL CENTER	125.00
	WHITESIDE COUNTY	UNDERWEIGHT CHG/E-RECYCLING	617.50
		GARBAGE	825.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	COMCAST BUSINESS	MONTHLY CHARGES	38.00
		MONTHLY CHARGES	39.01
		CUSTOMER SERVICE CENTER	77.01
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	TRI-COUNTY OPP COUNCIL	UTIL DEP REF/511 GALT AVE	247.26
	KYLA GUTIERREZ	UTILITY DEPOSIT REFUND	117.52
		CUSTOMER UTILITY DEPOSITS	364.78
		TOTAL ALL DEPARTMENTS	45,895.24

ORDINANCE NO. 2022-2569

**AN ORDINANCE AMENDING SECTION 32-122
BULK PURCHASERS OF WATER; RATES**

BE IT ORDAINED, by the City Council of the City of Rock Falls that the Municipal Code of the City of Rock Falls be and the same is hereby amended as follows:

SECTION 1. Section 32-122 of the Municipal Code is hereby amended to read as follows:

"Sec. 32-122. - *Bulk purchasers of water; rates.*

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

Bulk purchaser means a purchaser of water drawing 50 gallons or more per draw from a hydrant or water supply outlet owned or maintained by the city and which is not connected by any permanent device to equipment or premises of the purchaser.

- (b) There is hereby established as rates and charges to those persons, firms or corporations making bulk purchases of water, as defined herein, from the waterworks supply system of the city as follows:

- (1) A debt service charge of \$4.85 per purchaser for each month when purchases are made, but provided that the debt service charge shall not be charged to any purchaser who, at the time of the purchase, is a residential water customer of the city waterworks supply system; plus
- (2) A charge of \$5.00 effective May 4, 2022; \$5.25 effective May 1, 2023; \$5.45 effective May 1, 2024 and \$5.70 effective May 1, 2025, per unit of purchase or part thereof, per purchase, where a unit equals 750 gallons of water; plus
- (3) A customer service charge for facilities and capital improvements of \$3.50 for each purchase made.

- (c) All amounts due from any bulk purchases under this section shall be payable in advance by drawing of any water from city hydrants, unless the purchaser shall have previously established a credit account with the utility collection office of the city, and all such amounts shall be payable to the utility collection of the city.

- (d) The superintendent of the water department of the city, subject to approval of the utilities committee of the city council, shall make and establish reasonable rules and regulations governing and controlling the bulk sale of water and credit and payment rules therefor. "

SECTION 2. All prior ordinances in conflict herewith are hereby repealed.

SECTION 3. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not effect the validity of the remaining provisions of this ordinance.

SECTION 4. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this _____ day of _____, 2022.

Rod Kleckler, Mayor

ATTEST:

Pamela Martinez, City Clerk

Alderman Voting Aye

Alderman Voting Nay



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Original), Resolution Number (2022-876), and Section Number (18-00136-00-FP)

BE IT RESOLVED, by the Council of the City of Rock Falls, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: Dixon Avenue, 0.53, FAU 5560, 00.00, 00.53

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Project is complete reconstruction of roadway, including new aggregate base, bituminous pavement surface, drainage structures as appropriate, sidewalks, driveway approaches and other related roadway items.

2. That there is hereby appropriated the sum of One Million Five Hundred Eighty-Eight Thousand Eight Hundred Sixty-Two Dollars (\$1,588,862.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Pamela Martinez, Clerk in and for said City of Rock Falls

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Rock Falls at a meeting held on May 03, 2022

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of May, 2022

(SEAL)

Clerk Signature and Date fields

Approved

Regional Engineer, Department of Transportation, and Date fields

CITY OF ROCK FALLS

RESOLUTION NO. 2022-879

**RESOLUTION TRANSFERRING JURISDICTION AND
CONTROL OF REAL PROPERTY TO THE
INDUSTRIAL DEVELOPMENT COMMISSION
(213 STANLEY COURT AND 1906 13TH AVENUE)**

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.

RESOLUTION NO. _____

**RESOLUTION TRANSFERRING JURISDICTION AND
CONTROL OF REAL PROPERTY TO THE
INDUSTRIAL DEVELOPMENT COMMISSION**

WHEREAS, the City of Rock Falls (the “City”) is the owner of certain real properties located within the City, commonly known as 213 Stanley Court and 1906 13th Avenue, Rock Falls, Illinois 61071, being more particularly described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, acting pursuant to the provisions of Section 11-74-4(8) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the “Code”), the City has established an Industrial Development Commission (the “Commission”), and invested in said Commission the power and authority described and as authorized within said Section 11-74-4(8) of the Code; and,

WHEREAS, the City has, from time to time, transferred authority and jurisdiction of various parcels of real property owned by the City to the Commission for purposes of development, sale and/or lease; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered the needs of the City with respect to the Property and have determined such Property to be surplus property of the City eligible to be transferred to the Commission for purposes of the Act; and

WHEREAS, the Corporate Authorities have determined it in the best interests of the City and its residents to transfer authority and jurisdiction of said Property to the Commission for the purposes herein stated.

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

SECTION 1: The preambles to this resolution are true and correct and are hereby incorporated in this Section 1 as if more fully set forth herein.

SECTION 2: The City does hereby transfer to the Industrial Development Commission of the City of Rock Falls the authority and jurisdiction over and governing the Property, as more particularly described on Exhibit A, attached hereto, for all purposes in order to accomplish the ends envisioned and to be promoted by Section 11-74-4(8) of the Illinois Municipal Code, and does specifically transfer and convey unto the Industrial Development Commission of the City of Rock Falls the power and authority as set forth and enumerated therein with respect to such Property.

SECTION 3: 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.

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

SECTION 5: This resolution 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 _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

(the "Property")

Lot 4 in Block 1 of Fairview Subdivision No. 4 as located in the West Half of the Southwest Quarter of Section 33, Township 21 North, Range 6 East of the 4th P.M., City of Rock Falls, Whiteside County, Illinois; according to the Plat thereof recorded January 25, 1951 in Plat Book 8, page 226.

Commonly known as: 1906 13th Avenue, Rock Falls, Illinois 61071

PIN: 11-33-302-018

AND

The West 50 feet of Lot M-62 in Cantlin and Sheldon Executors' Subdivision in the East Half of Section 28, and the Northeast Quarter of Section 33, Township 21 North, Range 7 East of the 4th P.M. in the City of Rock Falls, situated in Whiteside County, Illinois; according to the Plat thereof recorded June 12, 1936 in Plat Book 7, page 40.

Commonly known as: 213 Stanley Court, Rock Falls, Illinois 61071

PIN: 11-28-479-003

WRITE OFFS JANUARY 2022 - MARCH 2022

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</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>												
<u>TOTAL</u>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>DECEASED</u>												
ANDREWS, DAVID	21-01020-18	531.52	280.50		139.95	57.38		48.76		4.93		531.52
MAGER SR, DARRYL	13-02280-00	155.52	97.07		32.86	15.24		8.50		1.85		155.52
PITTON, CHRISTINE	12-01120-04	52.16	44.82	0.81						0.76	5.77	52.16
RAMOS, ADOLPH	43-01320-13	258.99	127.76		91.44	37.75				2.04		258.99
VILLANOVA, FELICIA	41-00140-11	197.11	117.22	0.80	43.43	17.94	0.20	14.59	0.21	2.14		197.11
WARREN, LUTHER	12-01700-08	226.89	208.94	14.35						3.60		226.89
<u>TOTAL</u>		1,422.19	876.31	15.96	307.68	128.31	0.20	71.85	0.21	15.32	5.77	1,422.19
<u>SPECIAL CIRCUMSTANCE</u>												
CHECKERS	26-00840-07	458.45			350.88	91.17	1.41					458.45
FISHER SR, LAURENCE	9-00730-02	460.21			352.75	91.67	1.35					460.21
HAGER, DEBORAH	33-08006-00	4,499.88				4,499.88						4,499.88
WADE, ALEXANDER	33-09000-00	5,133.25	5,133.25									5,133.25
<u>TOTAL</u>		10,551.79	5,133.25	0.00	703.63	4,682.72	2.76	0.00	0.00	0.00	0.00	10,551.79
<u>AGED OUT</u>												
ATILANO JR, JOSE	14-01360-04	765.25	290.18	9.94	172.76	222.27	3.70	48.73	2.25	7.31		765.25
BERRY, TINA	13-00030-05	35.64	34.71							0.93		35.64
BLANTON, STEVE	14-00910-07	357.92	161.59	8.10	98.47	44.76	2.04	32.31	1.60	4.03		357.92
BLOCK, BERNADETTE	44-00800-25	2.74	1.21	0.12	0.88	0.38	0.03			0.04		2.74
CAVAZOS, JOHN	25-01390-29	12.59	6.05		3.57	1.49		1.31		0.17		12.59
DENNIS, CHARLES	43-00280-20	430.80	182.45	9.96	124.00	77.08	3.74	20.93	1.11	5.06		430.80
ESCOBAR, SANDRO	15-01200-15	192.12	68.31	4.83	77.72	33.89	1.48			1.54		192.12
EWING, SELENA	29-01250-07	221.96	89.43	4.31	81.52	38.03	1.95			2.20		221.96
FRIESON, KADIJAH	24-01180-06	64.92	30.06		22.18	11.96				0.72		64.92
FRITZ, COURTNEY	32-00310-17	71.64	34.89	0.54	24.03	9.90	0.35			0.85		71.64
GLADHILL, MILES	32-00280-03	336.08	118.02	12.81	129.70	63.49	3.09			2.06		336.08
HOFFMAN JR, RICHARD	21-01060-14	1,167.02	292.89	18.81	448.20	312.29	15.03	47.54	2.44	7.39		1,167.02
LA ESPERANZA BAKERY	32-00120-05	344.22	181.72	7.50	103.44	42.56	1.14			4.20		344.22

WRITE OFFS JANUARY 2022 - MARCH 2022

<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>
MCDONALD, NATHANAE	32-00250-30	101.57	33.46	3.01	39.76	2.86	20.32	1.36			0.80		101.57
NGUYEN, TAI	26-00560-05	58.37			45.22	1.13	11.75	0.27					58.37
PACE, MICHAEL	30-01060-04	515.68	237.51	10.41	140.37	6.04	72.01	2.97	38.63	1.54	6.20		515.68
PEMPILTON, ADRIAN	15-00460-11	118.41	43.85	3.11	37.50	2.18	15.45	0.71	13.76	0.84	1.01		118.41
POPE, JACOB	18-00250-10	253.25	165.80	7.68	52.87	2.46	19.12	1.03			4.29		253.25
R & R LOUNGE	32-00430-00	999.50	114.13	4.46	693.67	9.58	174.02	1.78			1.86		999.50
ROBERTS, JOHN	42-00940-24	501.85	249.00	7.49	128.79	4.33	73.80	2.22	28.45	1.03	6.74		501.85
SMITH, ERIC	27-01950-21	318.24	238.90	2.46	39.02	0.61	16.07	0.19	14.31	0.24	6.44		318.24
SNYDER, JOSEPH	15-00470-02	298.66	128.54	8.06	83.60	5.44	41.88	2.51	23.91	1.50	3.22		298.66
SZYKOWNY, PAUL	15-00690-10	869.62	593.84	12.43	132.52	5.46	76.26	3.03	28.97	1.12	15.99		869.62
TAYLOR, DWIGHT	30-00410-10	461.72	82.99		201.98	9.68	91.06	3.68	65.91	3.21	3.21		461.72
TS STAFFING SERVICES	33-00520-02	241.54	181.24	14.69	25.17	2.39	12.73	0.98			4.34		241.54
WALKER, HERMAN	21-00640-01	80.51	29.91		27.91		13.39		8.55		0.74		80.50
WHELCHER, MELISSA	41-00600-01	103.84	47.59	2.40	27.76	1.93	11.43	0.60	10.17	0.75	1.21		103.84
<u>TOTAL</u>		8,925.66	3,638.27	153.12	2,962.61	116.72	1,507.39	53.88	383.48	17.63	92.55	0.00	8,925.65
<u>GRAND TOTAL</u>		20,899.64	9,647.83	169.08	3,973.92	146.73	6,318.42	56.84	455.33	17.84	107.87	5.77	20,899.63
													20,899.63

General Procedures Governing Utility Service

City of Rock Falls, Illinois

Approved/June 28, 2013

Section XIII. - Residential Homeowner, Commercial & Industrial Property Liens

A. In General

When a delinquent account has reached 60 days from the last billing date and no attempt of payment has been made by the delinquent customer, the RFU will place a lien upon the real estate for which the service is supplied.

1. Utility Charges Included in Lien

The lien may include all utility usage charges, taxes, capital improvement, debt, work order charges, equipment and penalties incurred.

2. Administrative Fee

All liens shall include an administrative fee of \$170.00 dollars to provide reimbursement of expenses incurred by the RFU as follows:

- Personnel Wages (RFU and City Clerk personnel) \$100.00
- Filing Fees paid to the Whiteside County Recorder for Lien Filing \$58.00
- Postage and Office Supplies \$12.00

B. Lien Procedure

1. Notification to Owner of Record - The RFU will send the owner or owners of record of the real estate as referenced by the taxpayer's identification number which will include the following:
 - a. A copy of each delinquency notice sent to the person who is delinquent in paying the charges or another notice which is sufficient to inform the owner or owners of record that the charges have become delinquent.
 - b. A notice that unpaid charges may create a lien on the real estate under Public Act 87-1197 of the Illinois Compiled Statutes.
2. Notification to City Clerk - The RFU will provide to the City Clerk the total dollar amount of the lien and copies of all notices sent to the owner of record and request that a lien be placed against the real estate serviced. The City Administrator and the Superintendents of Electric, Water and Sewer shall also receive notice via email that the request for lien was delivered to the City Clerk.
3. Notice of Lien to Owner of Record – Upon the filing of the lien, the City Clerk shall send a copy of the notice of the lien to the owner or owners of record of the real estate.
4. Continuing Capital Improvement and Debt Charges - After a lien has been placed against a customer's real estate, and the water and sewer service of a home is still connected to the supply system of the RFU, the capital improvement and debt charges will continue to be incurred monthly. A bill shall be generated each month and be sent to the owner of record. Each 180 day period of delinquent



FERGUSON WATERWORKS #2521
 1720 STATE ST
 DEKALB, IL 60115-2617

Phone: 815-756-2800
 Fax: 815-756-2877

Deliver To: From: Tj Rodebaugh Comments:
--

17:53:13 APR 02 2022

Page 1 of 1

FERGUSON WATERWORKS #2516

Price Quotation
 Phone: 815-756-2800
 Fax: 815-756-2877

Bid No: B163326
 Bid Date: 03/30/22
 Quoted By: PND

Cust Phone: 815-622-1106
 Terms: NET 10TH PROX

Customer: CITY OF ROCK FALLS
 603 W 10TH ST
 ROCK FALLS, IL 61071

Ship To: CITY OF ROCK FALLS
 603 W 10TH ST
 ROCK FALLS, IL 61071

Cust PO#: VERBAL TED

Job Name: 5/8X3/4 E-CODR MTR

Item	Description	Quantity	Net Price	UM	Total
NED2B11REF1	5/8X3/4 T10 MTR ECDF CF	120	147.020	EA	17642.40

Net Total: \$17642.40
 Tax: \$0.00
 Freight: \$0.00
 Total: \$17642.40

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=46>





April 15, 2022

City of Rock Falls
 Attn: Mr. Ted Padilla, Water Superintendent
 603 West 10th Street
 Rock Falls, IL 61071

RE: Well No. 7 Pull and Inspection
 20 HP 10M 460V/ 12ETMH – 1 Stage Byron Jackson Pumping Assembly

Dear Mr. Padilla:

At your request, Layne has prepared this proposal for the removal of the pumping assembly, inspection of the equipment and the downhole video survey of Well No. 7. Since it's installation in January of 2017, this pump has not been pulled for inspection. It is typical to pull a pump within the first 5 years of operation to inspect the pump and well.

Well No. 7 was constructed by Brotcke Well and Pump in 2016 with 112 feet of 24-inch surface casing and a 20-foot, 24-inch diameter stainless steel screen to a depth of 132 feet.

The pumping assembly was installed by Layne in 2017 and consists of a Byron Jackson 20HP 10M 460V 3 Phase 60Hz 4-pole submersible motor; Flowserve 12ETMH 1-stage CIBF bowl assembly; 63 feet of 8-inch threaded and coupled line pipe with epoxy coating and zinc anodes on the exterior/interior, No. 4 600V power cable, Byron Jackson 1/0 flat cable with molded bronze terminal clamp and a Baker 6PS2426WBWE18M8X pitless adapter (installed by Brotcke).

Layne is proposing to proceed with the work in two phases. Phase I will include the pump removal, video survey, motor service (inspection only) and pump assembly inspection. Phase II will include any recommend assembly repairs and/or well rehabilitation (if required) and will include the reinstallation and test pumping of the permanent assembly. This proposal covers only Phase I of the project only.

The estimated costs associated with the removal, video survey and inspection are as follows:

PHASE I – Rock Falls Well No. 7 Pump Removal, Video Survey and Inspection					
	Item	Qty	Unit	Unit Cost	Extension
1	Load and mobilize to the site, set up pump service rig and support equipment. Lockout power to pump. Pull pumping assembly, load and demobilize.				
	Small Rig and Operator	16	HR	\$245.00	\$3,920.00
	Serviceman with Truck and Trailer	16	HR	\$225.00	\$3,600.00

WATER RESOURCES

	Helper	16	HR	\$170.00	\$2,720.00
	Per Diem	6	EA	\$214.50	\$1,287.00
2	Downhole Video Survey with DVD copy and written report				
	Technician and Equipment	1	LS	\$1,825.00	\$1,825.00
3	Unload equipment in yard; equipment inspection: sandblast column pipe and bowl assembly for inspection, disassemble bowl assembly and prepare a micrometer report, and conduct motor inspection. Prepare complete equipment inspection report.				
	Serviceman and Helper (loading/unloading)	2	HR	\$340.00	\$680.00
	Sandblast Equipment and 2-Man Crew	6	HR	\$385.00	\$2,310.00
	Serviceman with Hand Tools	6	HR	\$174.00	\$1,044.00
	BJ Technician	6	HR	\$193.00	\$1,158.00
PHASE I - TOTAL =					\$18,380.50

Additional costs would consist of any pumping assembly repairs, well rehabilitation, and pump installation costs. These costs will be submitted with the pumping equipment inspection report and rehabilitation plan (if required). The actual hours conducted by the crew will be depicted on the final invoice utilizing the unit pricing shown above. The above estimate does assume that the pumping assembly can be removed in a normal fashion and without any unusual downhole circumstances.

The pumping assembly will be loaded and returned to our Aurora facility for disassembly and inspection. A full report will be completed detailing recommendations for repairs/replacements and submitted along with the downhole video survey and any recommended rehabilitation (if required).

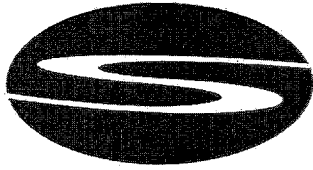
Layne values our longstanding relationship with the City of Rock Falls and is looking forward to again being of service to you on this project. If you have any questions, comments, or concerns regarding the proposal above please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.809.2707.

Sincerely yours,

Brian M. Snelten

Brian M. Snelten, P.G.
Area Manager
Layne Christensen Company





STANLEYCONSULTANTS, Inc

Stanley Building › 225 Iowa Avenue › Muscatine, IA 52761
563.264.6600 › stanleyconsultants.com

April 18, 2022

Mr. Dick Simon
Electric Director
City of Rock Falls
603 W. 10th Street
Rock Falls, IL 61071

RE: Hydroturbine Annual and Emergency Maintenance Rebid Recommendation

Dear Mr. Simon:

Bids were received and opened on April 1st, 2022 for the maintenance of the City of Rock Falls Illinois hydroturbine facility. Two technically acceptable bids were received from TurbinePROs and AIMS Mechanical, LLC. Due to the lower cost of the AIMS Mechanical bid, I recommend the City of Rock Falls pursue a maintenance contract with AIMS Mechanical, LLC.

Please let me know if there are any questions or concerns.

Sincerely,

Stanley Consultants, Inc.

Brad Schmidt, P.E.
Senior Mechanical Engineer and Project Manager

cc: Larry Hanrahan
City_of_Rock_Falls_itr_220418



Field & Specialty Services for All Rotating Equipment. All OEMs.

March 30, 2022

TurbinePROs Proposal #TP-C21520 REV1

Dick Simon
City of Rock Falls
Illinois, 603 W. 10th Street
Rock Falls, IL 61071
Electric Director
(815)622-1145 Office
(815)716-0120 Cell
dsimon@rockfalls61071.com

RE: Hydroturbine Annual and Emergency Maintenance Contract REV1
Outage Date: Annual

Dear Mr. Simon,

TurbinePROs, LLC, an ISO 9001:2015 and ISO 14001:2015 Certified Company, is pleased to have the opportunity to provide a proposal for the above referenced project. Upon review of our proposal, if you have any questions please call us at 423.622.2910 and ask for Mr. Ashby Ward.

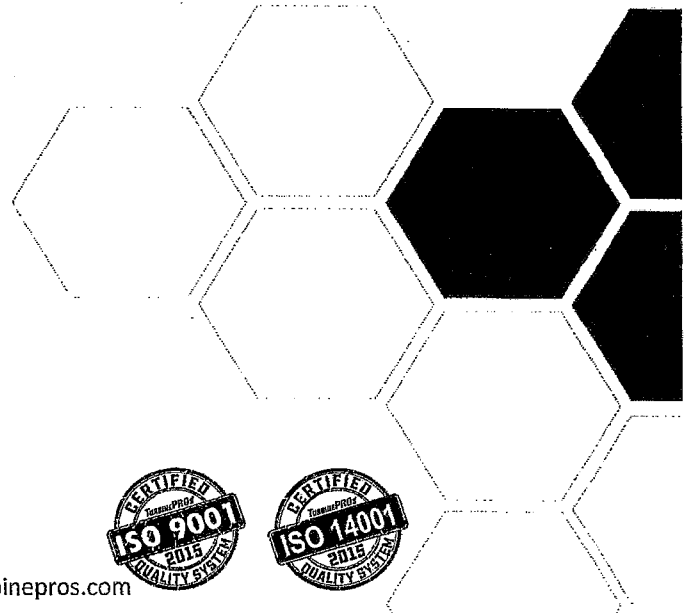
Thank you for this opportunity and look forward to your decision favoring our proposal.

Best regards,

TurbinePROs

John Loubier

John Loubier
President/CEO



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☎ 423.622.2910 | 📠 877.363.5703 | 📠 423.622.2892

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T&M RATES

Local # 2158 Zone 5 - Illinois Whiteside County Prevailing Wage

Effective Dates: August 16, 2021 - May 31, 2022

Day Shift	ST	OT	DT	TT	Per Diem
Technical Advisor	\$190.00	\$240.00	\$240.00	\$190.00	\$250.00
Project Manager	\$142.88	\$191.81	\$240.74	\$142.88	\$150.00
Craft Labor Supervisor	\$139.06	\$186.22	\$233.37	\$139.06	\$150.00
TurbinePROs MWGF	\$117.11	\$154.05	\$190.99	\$117.11	\$150.00
TurbinePROs MWF	\$110.50	\$144.36	\$178.22	\$110.50	\$145.00
TurbinePROs Lead MW	\$103.88	\$134.67	\$165.46	\$103.88	\$145.00
Local Millwright	\$102.78	\$133.01	\$163.24	\$102.78	\$75.00
Night Shift	ST	OT	DT	TT	Per Diem
Technical Advisor	\$190.00	\$240.00	\$240.00	\$190.00	\$250.00
Project Manager	\$143.65	\$192.93	\$242.21	\$143.65	\$150.00
Craft Labor Supervisor	\$139.83	\$187.33	\$234.84	\$139.83	\$150.00
TurbinePROs MWGF	\$117.88	\$155.17	\$192.47	\$117.88	\$150.00
TurbinePROs MWF	\$111.26	\$145.48	\$179.70	\$111.26	\$145.00
TurbinePROs Lead MW	\$104.65	\$135.79	\$166.93	\$104.65	\$145.00
Local Millwright	\$103.53	\$134.11	\$164.69	\$103.53	\$75.00

Per Diem – Includes motel rooms, meals and laundry.

Car Rental – Billed at cost plus 10%.

Airfare & mileage – Billed at cost plus 10%.

Third party rental equipment will be billed @ cost plus 10%.

Consumables will be billed @ \$2.30 per man-hour.

Shipping will be billed @ cost plus 10%.

Subcontractors will be billed @ cost plus 10%.

****If outage is after the effective dates above, we will provide new rates at the customer's request or once the outage starts.**

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TOOL RENTAL RATES

Container	Weekly	Monthly
TP1	\$4,000.00	\$16,000.00
TP2	\$3,000.00	\$12,000.00
TP3	\$1,875.00	\$7,500.00
Metric Set	\$1,875.00	\$7,500.00
Gas Turbine	\$3,000.00	\$12,000.00
1 ½ Supplemental Impact Set	\$1,200.00	N/A
Hydraulic Wrench	\$3,400.00	N/A
Cooler Cleaning Kit	\$1,700.00	N/A
Speed Heaters	\$4,800.00	N/A
Bore-Scope	\$3,500.00	N/A
FME Retrieval Kit	\$1,500.00	N/A
100 Ton Rams	\$1,800.00	N/A
Hydraulic Ram Kit	\$1,450.00	N/A
Confined Space Retrieval Rescue System	\$235.00	\$705.00

Replacement of lost or broken tools will be billed at cost. (T&M bids only)

Hydraulic wrench rental is based on in house equipment.



ASHBY WARD
OPERATIONS MANAGER

EMPLOYMENT HISTORY

TurbinePROs, LLC (2014-Present)

- Operations Manager of TurbinePROs Hydro Division.
- Project Manager / Engineer for the rehabilitation of hydroelectric turbines across the United States.
- Responsible for all equipment, man power planning, schedule, cost model projections and direct interface with the customer.

Voith Hydro Services (2011-2014)

- Project Manager / Engineer for the rehabilitation of hydroelectric turbines in the western United States.
- Personally responsible for all aspects of a project from order received to order completion.
- All equipment, man power planning, schedule, cost model projections, and direct interface with the customer.
- Responsible for organizing and maintaining a welder qualification and continuity program for all current and past employees.

Jake Marshal, LLC (2009-2010)

- Responsible for Auto Cad and design of supports, pipe and structure pieces.

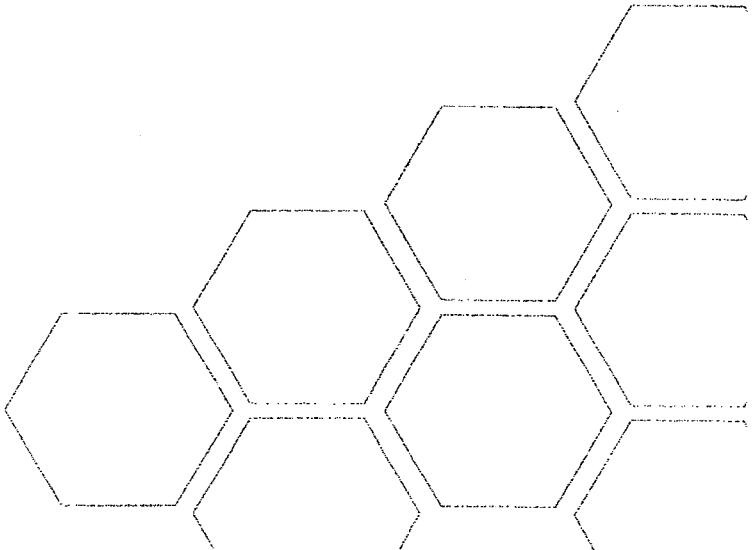
Ben Parker Company Inc. (Summer 2008)

- Responsible for Auto Cad and design of clinker transport ducts and other Miscellaneous ducts for concrete plants

Cleaning Equipment Unlimited (2007-2010)

- Mechanic, junior salesman

Mill & Mine Supply Co., Inc. (2003-2006)

- Worked in warehouse (pulling orders etc.) Mechanic.
- 

- Toshiba, Milwaukee Service Center - Specialty Welders for various Hydro, Steam, and Gas projects
- USACE, Table Rock Dam – Unit A & B Reassembly
- Norcan, Hull 1 – Hydro Installation
- Norcan, Hull 1 – Stop Logs
- TVA, Norris Dam – Runner Cavitation Repair
- TVA, Douglas Dam - Unit 1 Inspection
- TVA, Raccoon Mt. Pumped Storage – Facing Plate Welding
- TVA, Raccoon Mt. Pumped Storage – Unit 1 UGGB Cooler Replacement
- TVA, Raccoon Mt. Pumped Storage – Unit 2 Cooler Replacement
- TVA, Raccoon Mt. Pumped Storage – Unit 3 UGGB Cooler Replacement
- TVA, Raccoon Mt. Pumped Storage – Unit 4 Servo Replacement
- TVA, Raccoon Mt. Pumped Storage – Unit 4 Shaft Alignment & Bearing Replacement
- NIPSCO, Norway Dam - Unit 2 & 4 rehabilitation
- NIPSCO, Oakdale Dam – Unit 2 rehabilitation
- Douglas County PUD, Wells Dam – Full rehabilitation and machining
- US Bureau of Reclamation, Grand Coulee Dam – Runner cavitation repair
- US Bureau of Reclamation, Hungry Horse Dam – Runner cavitation repair
- US Army Corps of Engineers, Carters Dam – Runner Crack Repair and cavitation repair
- Consumers Energy/Detroit Edison, Ludington Pumped Storage – Full rehabilitation and machining
- Brookfield Power, Bear Swamp – Full rehabilitation and cavitation repair
- Brookfield Power, Bear Swamp – New construction of EME rotor
- US Army Corps of Engineers, Lake Whitney – Full rehabilitation and machining
- Plant McDonough – High pressure casing crack repair (2.25 chrome Toshiba)

EMPLOYMENT HISTORY:

TurbinePROs, formerly Hydro Power Services & Toshiba Chattanooga, TN January 2011-Present
Project Engineer/Project Manager/Site Supervisor/Certified Weld Inspector

- Provide engineering support for projects to other engineers, project managers and management
- Manage projects from pre-bid to completion including schedule, budget, manpower, materials, subcontractors and craft labor to associated paperwork.
- Handle the day to day duties in the field so that projects are completed correctly, on schedule and on budget
- Create welding procedures for projects in both AWS and ASME Section IX. Certify welders for projects. Inspect welding jobs and complete paperwork associated for correctness and completeness.
- Develop special tooling for machining, welding and site specific work where conventional methods will not work.
- Maintain quality control of projects, document root causes and implement corrective actions.
- Primarily focused on hydroelectric plants, Steam Turbine and Gas Turbine Components.

Tennessee Valley Authority Chattanooga, TN August 2009-December 2010
Engineering Intern

BIO

A successful Project/Site Manager with 21 years field experience repairing Hydro-electric turbines and pumps.

TRAINING AND QUALIFICATIONS

- Current 30-hour OSHA card
- Class A CDL – double and triple trailers
- Evergreen Safety Council defensive driving course
- Current medical card
- Current Advanced First aid/CPR card
- Current Qualified signal person for Hand, Voice and Radio
- UBC Millwright 16-hour safety course
- Current forklift certification to 28,000 pounds capacity

WILLIAM C. MORGAN
PROJECT MANAGER / ESTIMATOR

PROJECT HISTORY

TurbinePROs, LLC – Site Supervisor (August 2015-Present)

NIPSCO Monticello, IN -Oakdale Dam Unit 1 Refurbishment Jan 2020-currant
NIPSCO Monticello, IN -Norway Dam Unit 1 Refurbishment Nov 2020-currant

Metropolitan Sewerage District of Buncombe County, NC - Craggy Dam Sept 2019-Oct 2019

- Oversee crewmembers through daily tasks on all aspects of turbine/generator and balance of plant systems disassembly, repair and reassembly regarding Bearing Replacement.

Southern Company APC Lay Dam Sept 2019-Oct 2019

NIPSCO - Norway Dam U4 June 2019-Dec 2019

NIPSCO - Norway Dam U2 Nov 2018-May 2019

TVA - Douglas Dam Sept 2018-Oct 2018

- Oversee crewmembers through daily tasks on all aspects of job regarding Unit 1 Inspection.

Metropolitan Sewerage District of Buncombe County, NC - Craggy Dam June-July 2018

- Oversee crewmembers through daily tasks on all aspects of turbine/generator and balance of plant systems disassembly, repair and reassembly regarding Bearing Replacement.

Southern Company APC – Mitchell Dam Feb-Apr 2018

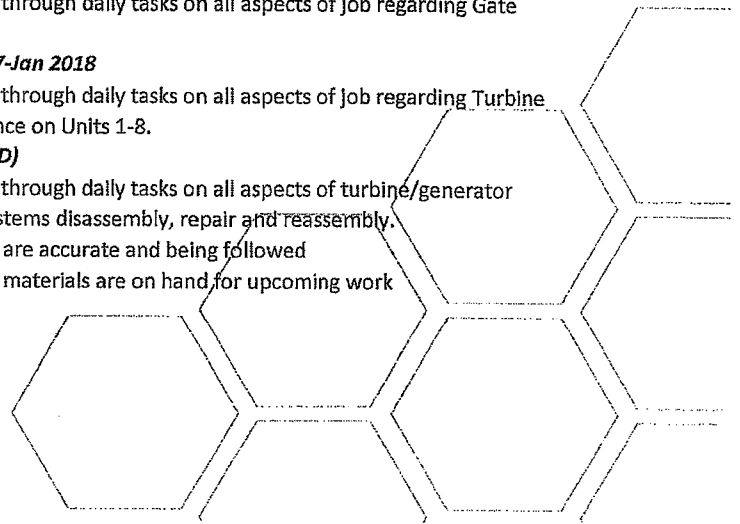
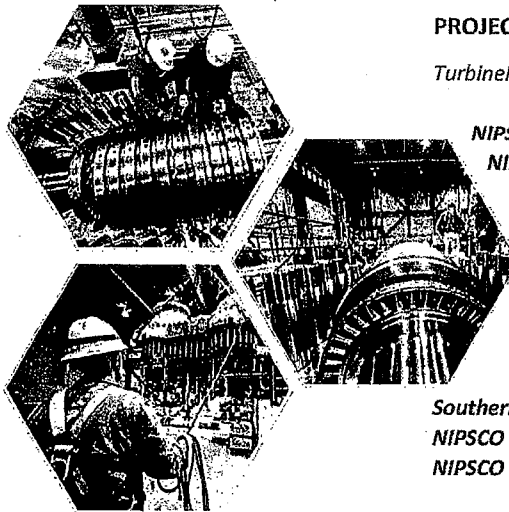
- Oversee crewmembers through daily tasks on all aspects of job regarding Gate Drive Conversion.

Xcel Energy – St. Croix Nov 2017-Jan 2018

- Oversee crewmembers through daily tasks on all aspects of job regarding Turbine Inspection & Maintenance on Units 1-8.

Wells Dam (Douglas County PUD)

- Oversee crewmembers through daily tasks on all aspects of turbine/generator and balance of plant systems disassembly, repair and reassembly.
- Ensure that procedures are accurate and being followed
- Ensure that tooling and materials are on hand for upcoming work



- Discharge ring removal and replacement
- Metal fabrication
 - Setup and operation of discharge ring area vertical boring machines
 - Vertical end mill operation on in-place cavitation repair
 - Babbit bearing repair (shaping, contouring)
 - All aspects of Hydro-unit repair
 - Unit alignment and setup
- Crane Operator

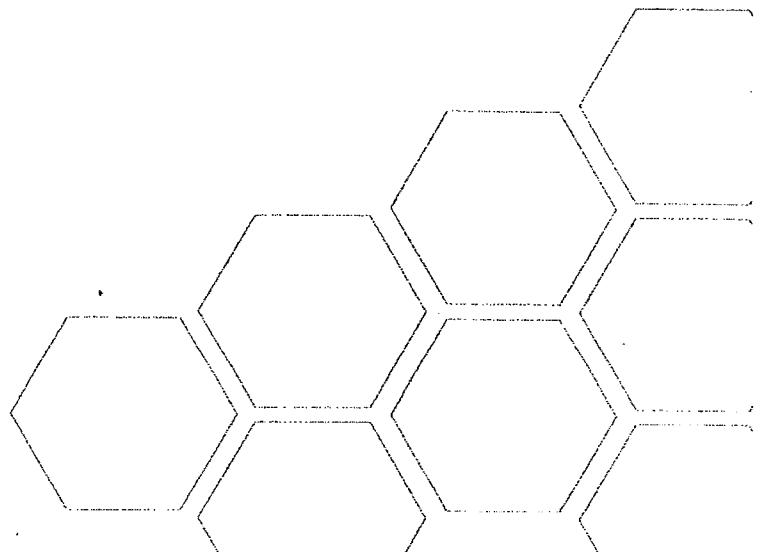
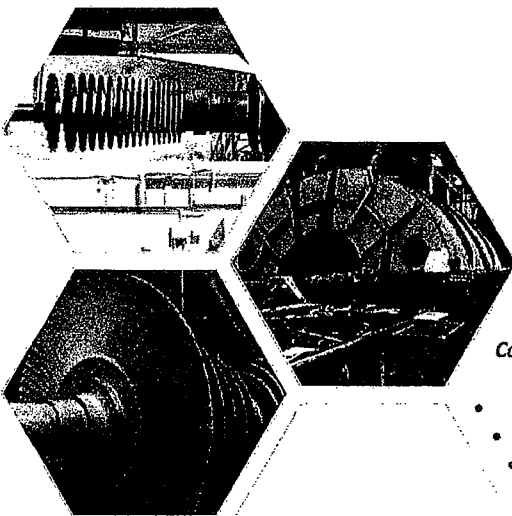
WILLIAM C. MORGAN
PROJECT MANAGER / ESTIMATOR

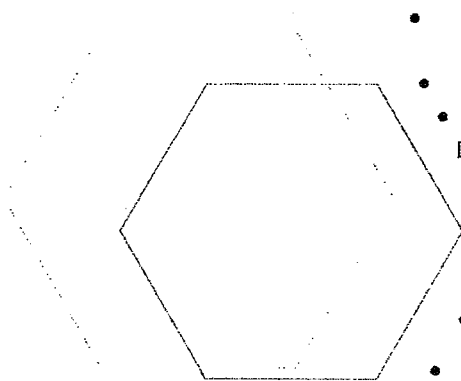
Marson & Marson Lumber – Crane Operator/Maintenance Supervisor/Truck and Driver Foreman (5 years)

- Operation, maintenance and repair of mobile cranes
- Scheduling of major repairs on company fleet vehicles, forklifts and all yard equipment
- Schedule and perform preventative maintenance on company vehicles and equipment
- Inspect and ok all major equipment purchases
- Train mobile crane operators (in-house training only, no certifications involved)
- Supervise truck drivers and forklift operators (schedule what equipment they will use, work with them on vehicle repairs needed, delegate material loads to be pulled-by who- what vehicles they will go on and schedule drivers to make the deliveries)

Cascade Wind Machine Service – Crane Operator/Service Mechanic (7 years)

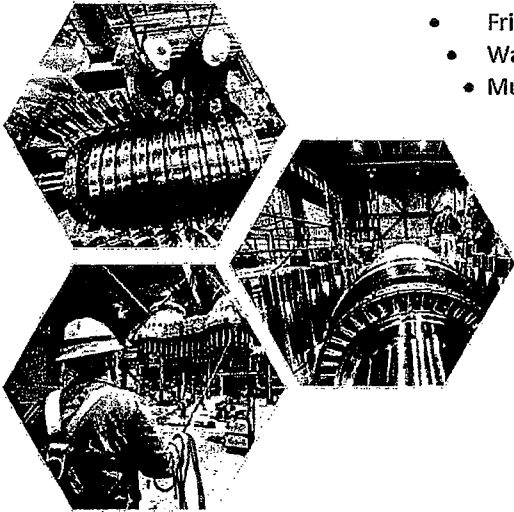
- Operation maintenance and repair of mobile cranes
- Use Mobile crane in all aspects of wind machine installation, repair and removal
- Wind machine gearbox rebuild and repair, including rotation systems
- Fiberglass and aluminum blade repair up to 20'
- Tower repair and assembly
- Service mechanic (used service truck in the field to service and repair all makes and models of wind machines)
- Rebuild motors in shop
- Fabricate parts and equipment in shop to be used in the field
- Use crane and 35' trailer to pick up new equipment from factory and make field deliveries



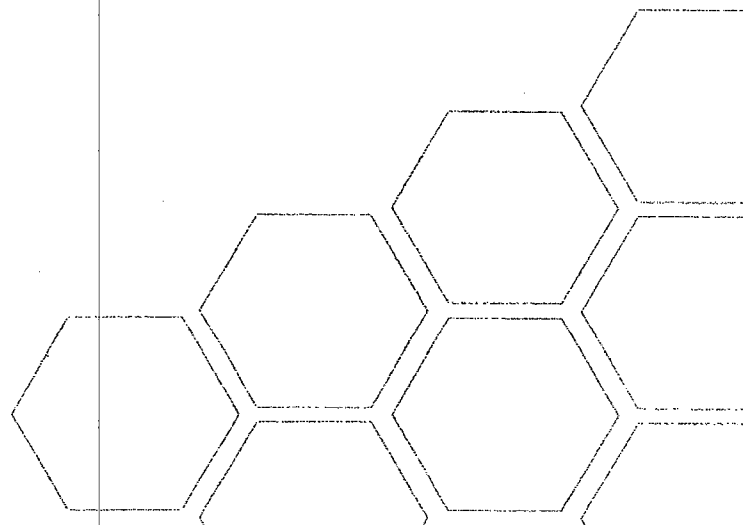


DAVID BROWN

FIELD SUPERVISOR/ESTIMATOR



- Bear Swamp Pump Storage - Site Manager (Disassembly/Refurbishment/ Reassembly/Field Machining Units 1-2)
- Wells Dam – Pre-Outage Planning
- Noxon Rapids Dam – Site Supervisor – (Stay Vane Modification/ Discharge Ring Machining and Installation
 - Palmer Falls Dam – Site Supervisor –
 - (Disassembly/Refurbishment/ Reassembly/Field Machining)
 - Goat Rock Dam – Millwright (New Unit Installation Units 5-6)
 - Morgan Falls - (Millwright)
 - Parker Dam - (Millwright)
- Ludington Pump Storage – (Site Supervisor)
 - Lower Granite – (Unit 1 Disassembly/Runner Hub Refurbishment)
 - Rocky Mountain Pump Storage – (Field Machining Gate Ring Bores)
 - Table Rock – (Disassembly/Reassembly of Units A/B)
 - St. Anthony Falls – (Units 1-5 Inspection and Cavitation Repair)
 - Fries Hydro – Disassembly/Field Machining
 - Ware Shoals – Bearing replacement
 - Murray Hydro (NLREC) – Wicket Gate Stem welding/Machining



TURBINEPROS

TURBINEPROS, LLC HYDRO EXPERIENCE LIST

Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & Units	#	Turbine Horsepower	Turbine Diameter	Head Ft.	Pounds/Repair
Alta Gas	Volcano Creek	British Columbia, CAN	2017	2 Units		195 MW			New Installation
Southern Company/Alabama Power	Logan Martin	Vincent, AL	10/28/2019 - 12/19/2019						U1 Bearing Refurb
Southern Company/Alabama Power	Weiss Dam	Leesburg, AL	11/20/2019 - 12/23/2019						U1 Bearing Refurb
Southern Company/Alabama Power	Mitchell Dam	Verhena, AL	02/2018-04/2018						ABC Gate Drive Conversion
Eagle Creek	Menominee	Menominee, MI	10/14/2019 - 12/21/2019						Bearing Adjustment
Xcel Energy	St. Anthony	Minneapolis, MN	2016-2018	(4) Horizontal Francis, (1) Kaplan			140		Unit Disassembly/Reassembly Inspection
TVA	Raccoon Mountain Pumped Storage	Chattanooga, TN	02/2019-09/2019						Field Project Management Support turbine overhaul
NIPSCO	Norway Dam	Monticello, IN	11/2018-06/2019	Unit 2					Generator Installation
NIPSCO	Norway Dam	Monticello, IN	06/2019-12/20/2019	Unit 4					Generator Installation
Consumers Energy/Detroit Edison/Toshiba	Ludington Pumped Storage	Ludington, MI	2011 - 2020	(6) Pump/Turbines			329		Unit Disassembly/Reassembly Overhaul/Significant Field Machining
Brookfield Power	Bear Swamp	Rowe, MA	2010-2011	(2) Pump/Turbines			240		Unit Disassembly/Reassembly Overhaul
Toshiba International Corporation	Wells Dam	Chelan, WA	2009-2015	(10) Kaplan			292		Unit Disassembly/Reassembly Overhaul
Avista Corporation	Noxon Rapid	Noxon, MT	2008	(1) Francis			232		Extensive stay vane modifications. Replace and machine upper and lower stationary rings.
U.S. Army Corps of Engineers	RD Willis	Jasper, TX	2007-2008	(2) Horz./Kaplan			157		Unit Disassembly/Reassembly Overhaul
Toshiba International Corporation	Whitney	Whitney, TX	2009-2017	(2) Francis			140		Unit Disassembly/Reassembly Overhaul and Upgrade
U.S. Army Corps of Engineers	Carters Dam	Chatsworth, GA	2005-2007	(1) Pump/Turbine			248		Unit D/R
U.S. Army Corps of Engineers	Sam Rayburn	Jasper, TX	2006	(2) Kaplan			200		Unit D/R
U.S. Army Corps of Engineers	West Point Powerhouse	West point, GA	2006 - 2007	(2) Kaplan			225		Install New Piping, Pumps, Valves & Associated Systems
AEP	Roanoke, Va.	Whitney, TX	2009-2011	(2) Francis			140		Unit Disassembly/Reassembly Overhaul
NIPSCO	Oakdale Dam	Monticello, IN	1/27/2020-7/1/2021	Unit 2					Unit Refurbishment



Field & Specialty Services for All Rotating Equipment. All OEMs.

TERMS AND CONDITIONS FOR SERVICES

1. **CONDITIONS OF SERVICE:** Unless otherwise agreed to in writing by an authorized representative of TurbinePROs LLC (herein referred to as TurbinePROs), these Standard Terms are incorporated into, and are a part of, each Proposal and Contract for Services.
2. **DESCRIPTION OF SERVICE:** Services include the scope of work identified in the Scope of Services, which is attached ("Services").

If the Customer wants TurbinePROs to make additional repairs, alterations, or replacements as a result of the Services, TurbinePROs will do so as additional services, at the request of the Customer after compensation has been agreed upon.

3. **WARRANTY:** TurbinePROs warrants that the Services will be performed to industry standards, the Customer's requests, and/or to the OEM criteria as stated in the instructional manual.

TurbinePROs does not provide a warranty for parts supplied or repaired by others. In the event parts supply or repairs are provided by others through TurbinePROs, these services will be warranted by the supplier's warranty. TurbinePROs also does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by TurbinePROs.

TurbinePROs assumes no responsibility with respect to the suitability of the Customer's equipment or with respect to any latent defects in the same, nor does TurbinePROs warrant the success of repair or rehabilitative work performed on such equipment.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. CUSTOMER EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

If a breach of the foregoing warranty appears prior to one year after Project Completion and TurbinePROs is promptly notified in writing thereof, TurbinePROs shall remedy such breach by furnishing service to the same extent as the original Service. Project Completion is considered the date from which TurbinePROs' Services are substantially complete.

In all cases, TurbinePROs reserves the right to perform their own warranty work.

4. **DELAYS, SUSPENSIONS:** If the Services are suspended or delayed due to causes beyond the control of TurbinePROs, such as, but not limited to, weather, act of God, act of government, act of Customer, war, fire, flood, strike, or sabotage, the time of performance shall be extended for a period of time equal to the period of the delay and its consequences. If the Services are suspended for any reason for a period of five (5) days or longer, TurbinePROs reserves the right to withdraw its service crew.

Customer shall, in writing, notify TurbinePROs of a suspension or delay, including the anticipated term, or cancellation in advance of the effective date. TurbinePROs will make every reasonable effort to furnish labor service crews, on the date Services are rescheduled to start but the availability of a crew is not assured for the rescheduled date.

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injury to the extent permitted by law, and as to all damages, claims, suits, demands or other legal proceedings, cost and expenses, including attorneys' fees, directly arising under this Contract, to the extent losses are caused directly and solely by TurbinePROs, its agents, employees or subcontractors of every tier.

Customer agrees to defend at its sole cost and expense, indemnify and hold harmless TurbinePROs, its directors, officers, affiliates, agents, and employees from damage, loss or injury to the extent permitted by law, and as to all damages, claims, suits, demands or other legal proceedings, cost and expenses, including attorneys' fees, arising under this Contract to the extent losses are caused directly by Customer, its agents, employees or subcontractors of every tier.

- 14. CONFIDENTIALITY:** For purposes of this Contract, the term ("Confidential Information") means either Party's non-public or proprietary technical or non-technical information or materials that one Party may deliver to the other pursuant to and for the purpose of this Contract in the form of data, drawings, designs, concepts, specifications, patent applications (whether in draft or final form), software, prototypes, processes, procedures and other such information that pertains to a Party's business. The obligations of confidentiality and non-use shall not apply to: (i) information that is or becomes part of the public domain without violation of this Contract by the recipient; (ii) information that was known to or in the possession of the recipient on a non-confidential basis prior to the disclosure by the disclosing party; (iii) information that was developed independently by the recipient, without use or reference to the Confidential Information, as established by written records of the recipient; or (iv) information that is disclosed to the recipient by a third party under no obligation of confidentiality to the disclosing party and without violation of this Agreement by the recipient.

The recipient of Confidential Information shall maintain the Confidential Information in confidence with the same degree of care with which it holds its own Confidential Information (but in no event less than a reasonable standard of care). Confidential Information shall only be used for the purpose contemplated within this Contract. The recipient shall disclose Confidential Information only to its officers, agents and employees who have a need to know such Confidential Information, and will not disclose Confidential Information to any third party, unless required by a Court or other competent authority. The recipient shall not print, copy, adopt, modify, store decompile, disassemble or reverse engineer or translate any Confidential Information other than for the purpose of this Contract. All obligations of confidentiality and non-use shall survive the termination of this Contract for a period two (2) years.

- 15. INDEPENDENT CONTRACTOR:** TurbinePROs and Customer are independent contractors. Neither Party shall be construed to be a partner, joint venturer, franchisee, employee, principal, agent, representative or participant of or with the other for any purpose whatsoever. Neither Party shall have any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other.
- 16. GOVERNING LAW –** The interpretation of this Contract shall be governed by the laws of the State of Minnesota, U.S.A.
- 17. DISPUTE RESOLUTION:** Any disputes, controversies, causes of action, or claims relating to this Contract ("Dispute(s)"), which cannot be resolved through good faith negotiations, shall be submitted to litigation. The sole proper venue for the litigation of any Disputes is the District Court for State of Minnesota. Nothing within this provision shall prevent the Parties from seeking a court order for injunctive relief, if necessary, so as to stop or prevent the misuse or misappropriation of its Confidential Information, including but not limited to its Intellectual Property and trade secrets.

18. GENERAL:

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AIMS MECHANICAL, LLC

1881 INDUSTRIAL DRIVE

STERLING, IL 61081

(815)631-0378

FEIN # 46-0844271

04/01/2022

AIMS Mechanical, LLC a union contractor signatory with the Chicago Regional Council of Carpenters and doing business within the state of IL since 2012 does offer this bid for Hydro Turbine Maintenance to the City of Rock Falls Electric Department.

AIMS Mechanical, LLC having previously performed work both contractually and without contract for the City of Rock Falls, believes it is in full compliance of any and all city requirements to perform the work requested for this project. If there are unknown requirements AIMS Mechanical, LLC does agree to satisfy such requirements.

AIMS Mechanical, LLC having performed mechanical maintenance activities at the hydro electric plant in Rock Falls from 2012 to present on an annual basis believes itself to be fully qualified to perform the tasks required for this project.

No exceptions or clarifications needed.

AIMS Mechanical submits the following pricing for the project:

Item No.	Description	Unit	Qty	Bid Unit Price	Bid Price
1	Emergency Investigation (minimum*)				
a.	Travel & Mobilization (time and expenses, if applicable)	Each	1	\$ 500.00	\$ 500.00
b.	Site time-Project Manager or Foreman	Hours	8	\$ 108.00	\$ 864.00
c.	Per Diem (if applicable)	Each		\$ -	\$ -
	Total (1a+1b+1c)		1		\$ 1,364.00
2	Emergency Maintenance				
a.	Travel & Mobilization (time and expenses, if applicable)	Each	1	\$ 2,000.00	\$ 2,000.00
b.	Site Time-Foreman ST (2 days)	Hours	16	\$ 108.00	\$ 1,728.00
c.	Site Time-Foreman OT (2 days, 4 hours/day)	Hours	8	\$ 133.00	\$ 1,064.00
d.	Site Time-Millwright ST (2 days)	Hours	16	\$ 103.00	\$ 1,648.00
e.	Site Time-Millwright OT (2 days, 4 hrs/day)	Hours	8	\$ 125.00	\$ 1,000.00
f.	Per Diem (if applicable)	Each		\$ -	\$ -
	Total (2a+2b+2c+2d+2e+2f)		1		\$ 7,440.00
3	Scheduled Maintenance				
a.	Travel & Mobilization (time and expenses, if applicable)	Each	2	\$ 22,360.00	\$ 44,720.00
b.	Inspection-Project Manager or Foreman (1 week)	Hours	40	\$ 108.00	\$ 4,320.00
c.	Site Time-Foreman ST (10 wks)	Hours	400	\$ 108.00	\$ 43,200.00
d.	Site Time- 2 Millwrights ST (10 wks/psn, 40 hrs/wk/psn)	Hours	800	\$ 103.00	\$ 82,400.00
e.	Site Time- 2 Millwrights or Laborer ST (10 wks/psn, 40 hrs/wk/psn)	Hours	800	\$ 103.00	\$ 82,400.00
f.	Per Diem (if applicable)	Each		\$ -	\$ -
	Total (3a+3b+3c+3d+3e+3f)		1		\$ 257,040.00

Project Manual

for

Hydroturbine Annual and Emergency Maintenance Rock Falls Electrical Department

**City of Rock Falls
Rock Falls, IL**

**Rebid
March 2022**



HYDROTURBINE ANNUAL AND EMERGENCY MAINTENANCE
ROCK FALLS ELECTRICAL DEPARTMENT

CITY OF ROCK FALLS
ROCK FALLS, IL

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

Resp. Charge	Section	Title	Page
DIVISION 00	CONTRACTING REQUIREMENTS		
	00 11 13	Advertisement for Bids	1 to 1
	00 41 13	Bid Form	1 to 3
	00 62 76	Unit Price Payment Application	1 to 2
	00 63 63	Change Order Application	1 to 1
DIVISION 01	GENERAL REQUIREMENTS		
	01 11 00	Summary of Work	1 to 3
	01 92 13	Facility Maintenance	1 to 4

REFERENCE INFORMATION

Hydroturbine Operation and Maintenance Manual
Trash Rake Operation and Maintenance Manual
Stanley Consultants Drawings

PROJECT IDENTIFICATION AND TERM

This Bid pertains to the Hydroturbine Annual and Emergency Maintenance Project for the Electric Department at the City of Rock Falls, Illinois. This maintenance contract will encompass a yearly (365 day) period unless otherwise extended. Bidder agrees that the City of Rock Falls, Illinois retains the option to extend this Agreement for five (5) additional 1-year periods with City Council approval.

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to: BUSINESS OFFICE
603 WEST 10TH ST.
ROCK FALLS, ILLINOIS 61071

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

H. Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

3 Scheduled Maintenance					
a.	Travel & Mobilization (time and expenses, if applicable)	Each		\$ 22,360	\$ 44,720. ⁰⁰
b.	Inspection—Project Manager or Foreman (1 week)	Hours	40	\$ 108	\$ 4320. ⁰⁰
c.	Site Time—Foreman ST (10 wks)	Hours	400	\$ 108	\$ 43200. ⁰⁰
d.	Site Time—2 Millwrights ST (10 wks/psn, 40 hrs/wk/psn)	Hours	800	\$ 103	\$ 82400. ⁰⁰
e.	Site Time—2 Millwrights or Laborer ST (10 wks/psn, 40 hrs/wk/psn)	Hours	800	\$ 103	\$ 82400. ⁰⁰
f.	Per Diem (if applicable)	Each	—	\$ —	\$ —
Total (3a+3b+3c+3d+3e+3f)		Each	1	\$	\$ 257640. ⁰⁰

Unit Price Table Notes:

- 1) "ST" abbreviation is Straight Time
- 2) "OT" abbreviation is Overtime
- 3) Emergency Investigation personnel may be project manager or foreman at Bidder option. Bidder shall indicate resource included in bid and associated cost.
- 4) Scheduled Maintenance personnel may include one foreman and four millwrights, or one foreman, two millwrights, and two laborers at Bidder option. Bidder shall indicate resources included in bid and associated cost.
- 5) Travel & Mobilization includes travel to site, mobilization of necessary resources, travel from site, and demobilization.
- 6) * provide minimum cost for Emergency Investigation including minimum travel and mobilization, site time, and per diem.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed within the timeframe agreed upon between the parties for each task prior to commencement of the task.

ARTICLE 7 - EXCEPTIONS AND CLARIFICATIONS

7.01 Attach a separate sealed envelope labeled "Exceptions and Clarifications" to outside of sealed Bid, containing listing on Bidder's letterhead of all exceptions and clarifications to Contract Documents, referencing page number and paragraph of Contract Documents involved. If there are no exceptions or clarifications, include statement to such effect in Bid envelope. Excessive exceptions or clarifications may render Bid unresponsive. Bidder agrees to all provisions contained in Contract Documents unless specifically listed as an exception or clarification. If Bidder submits drawings, printed forms, standard statements, or other revisions which conflict with Contract Documents, the Contract Documents will prevail.

ARTICLE 8 - BID CONTENTS

8.01 The following information is required to be submitted with Bid:

- A. Statement of no Exceptions and Clarifications, if appropriate.
- B. Exceptions and Clarifications to Contract Documents, if appropriate.
- C. Bidder's standard terms and conditions.
- D. List of proposed Subcontractors, if applicable.
- E. List of proposed Suppliers.
- F. Provide minimum of three (3) project references each including experience on similar hydroelectric generation facilities.
- G. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- H. Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- I. Evidence of Bidder's contractor licensure with City of Rock Falls; or a written covenant to obtain such license within the time for acceptance of Bids.
- J. Required Bidder Qualifications Statement with supporting data.

**UNIT PRICE PAYMENT APPLICATION
CITY OF ROCK FALLS HYDRO TURBINE MAINTENANCE**

APPLICATION NO: _____

PERIOD: _____

DATE: _____

CONTRACTOR: _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

CONTRACTOR'S SIGNATURE: _____ DATE: _____

PAYMENT APPROVAL

PAYMENT OF: \$ _____

IS APPROVED BY: _____ DATE: _____

PAYMENT APPROVAL

PAYMENT OF: \$ _____

IS APPROVED BY: _____ DATE: _____

PART 1 GENERAL**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Work of this Agreement comprises annual and emergency maintenance of two (2), 1 MW, hydroelectric generation units and auxiliary equipment for Rock Falls Electrical Department in Rock Falls, IL.
- B. Maintenance is generally executed in a preventative or predictive manner and conducted during the spring outage each year. Occasionally, a corrective repair must be completed, therefore, the Bidder shall be available 365 days per year for corrective repair. Bidder shall respond with personnel on-site to assess the repair within 6 hours of request for corrective repair. Bidder shall mobilize crew to implement repair as soon as practical and no later than delivery of material required to implement repair.
- C. Bidder shall perform inspections identified herein and recommend repair or replacement where necessary. Owner will provide direction on repair or replacement of components given Bidder recommendations
- D. Bidder shall provide all tools and consumables necessary to perform maintenance activities.
- E. Bidder may use Owner's platforms and scaffolding for maintenance activities. If Bidder determines alternate or additional platforms or scaffolding are necessary, Bidder shall provide.
- F. Agreement includes inspection and maintenance of the following equipment and auxiliaries:
 - 1. Hydroturbine
 - 2. Shaft Seal
 - 3. Wicket Gates
 - 4. Guide Bearing
 - 5. Gearbox
 - 6. Generator Coupling
 - 7. Brake
 - 8. Bearing Oil System
 - 9. Governor Oil System (Governor)
 - 10. Cooling Water System
 - 11. Trash Rake
 - 12. Dewatering Pumps
 - 13. Sump Pumps
 - 14. Building heating and ventilation system
- G. Agreement includes removal of generator by Bidder for maintenance by Others. Bidder shall receive, place, align, and couple the generator following delivery back to Site.
- H. Agreement includes fabrication or supply of any specialty tools.
- I. Provide detailed documentation for Work completed including cleaning, inspections, any equipment replacement, equipment modifications, etc. Detailed documentation shall be delivered to the Owner in a neat and orderly report, which shall be submitted every seven (7) days at a minimum. Owner will retain 5% of Payment Application until report is submitted and approved.

1.02 WORK BY OTHERS

- A. Work excluded from this Agreement and conducted by Others is as follows:
 - 1. Electric generator maintenance.
 - 2. Electrical system maintenance.
 - 3. Bridge crane certification and maintenance.
 - 4. Trash rake certification.
 - 5. Building maintenance.

- B. Bidder shall at all times conduct its operations to ensure least inconvenience to general public.

1.07 OWNER-FURNISHED MATERIALS

- A. Owner will furnish maintenance materials.
 - 1. Bidder shall develop material list(s) with part numbers and deliver to Owner.
 - 2. Owner will furnish materials based on material lists.
- B. Bidder's responsibilities:
 - 1. Designate delivery date for each product.
 - 2. Receive and unload products at Site.
 - 3. Promptly inspect products jointly with Owner, record shortages, damages, or defective items.
 - 4. Handle products at Site, including uncrating and storage.
 - 5. Protect products from exposure to elements, and from damage.
 - 6. Assemble, install, connect, adjust, and finish products.
 - 7. Repair or replace items damaged by Bidder.

1.08 SAFETY

- A. Bidder is responsible for Site safety.
- B. Safety program, policy, training, equipment, implementation, oversight, etc. is by Bidder.
- C. When cutting, grinding and welding stainless steel the Bidder shall adhere to OSHA hexavalent chromium standard 1926.1126.
- D. Bidder shall provide entry supervisor, attendant and air monitoring equipment to perform confined space work per OSHA 146.
- E. No personnel shall be permitted on scaffolding unless it has been inspected by the scaffold erector during that current shift.
- F. Bidder shall fill out and submit Bidder Safety Report daily.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

- B. Remove scale from discharge ring and draft tube using needle gun.
- C. Visually inspect runner blades and discharge ring for cavitation and crevice corrosion.
- D. Visually inspect blade leaf/blade trunnion joints for cracks without removing sealant. Obtain Owner approval if sealant removal is recommended.
- E. Visually inspect blade seals for oil leakage.
- F. Visually inspect draft tube for cracks or damage.

3.02 SHAFT SEAL (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Check conditions of sliding ring surface and seal ring surface. Remove seal and resurface.

3.03 WICKET GATE ASSEMBLY (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Remove scale from gates and housing using needle gun.
- B. Visually inspect gates and housing for cracks and damage.
- C. Visually inspect link bearings for excessive clearance.
- D. Visually inspect the pin connection between the wicket gate stem and lever.
- E. Visually inspect inner (fiberglide) and outer (articulated-joint) wicket gate bearings for excessive clearance and/or condition of running surfaces.
- F. Visually inspect the clearance between the wicket gate and inner and outer gate barrel with gate in closed position. If clearance is excessive, adjust or modify as necessary.
- G. Visually inspect regulating ring clearance and adjust or replace as necessary.
- H. Visually inspect regulating ring lubricating grease and reapply as necessary.

3.04 GUIDE BEARING (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Visually inspect oil supply and return lines for leakage.
- B. Visually inspect oil collecting shell for leakage.

3.05 GEARBOX (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Remove inspection cover and inspect gear teeth.
- B. Remove any oil and grime from exterior of gearbox.

3.06 GENERATOR COUPLING (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Clean surfaces of oil and grime prior to reassembly.

3.07 BRAKE (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Inspect brake pads and disc for wear.
- B. Remove any oil and grime from exterior.

3.08 BEARING OIL SYSTEM (QUANTITY 2 – ONE PER HYDROTURBINE)

- A. Check hydraulic fluid level.
- B. Inspect hydraulic fluid system for leaks.
- C. Visually inspect hydraulic fluid filter.
- D. Clean hydraulic fluid strainer.
- E. Visually inspect hydraulic fluid pump/motor coupling.

3.12 DEWATERING PUMPS (QUANTITY 3)

- A. After initial setup by Owner, monitor three dewatering pumps for appropriate run time, off time, and automatic alternation. If sealing media provides good seal at stop logs, one pump will operate for ~4 minutes and rest for ~12 minutes.
- B. Monitor pump operation during dewatering. If pump flow is less than expected, inspect pump for impeller wear.
- C. Inspect motor for bearing noise and overheating.

3.13 LEAKAGE SUMP PUMPS (QUANTITY 2)

- A. Test sump pumps for proper operation including pumping capacity and alternation.
- B. Clean screens in oil/water separator located above tool room.

3.14 BUILDING VENTILATION SYSTEM

- A. Visually inspect generator area circulating fans (quantity 2) and equipment pit circulating fans (quantity 2) for proper operation.
 - 1. Inspect motors for excessive heat and/or vibration. Replace if necessary.
 - 2. Inspect belts for wear and tension. Replace or adjust as necessary.
 - 3. Inspect fan blades for buildup or damage. Clean and replace if necessary.
- B. Visually inspect power roof exhausters (quantity 4) for proper operation.
 - 1. Inspect motors for excessive heat and/or vibration. Replace if necessary.
 - 2. Inspect belts for wear and tension. Replace or adjust as necessary.
 - 3. Inspect fan blades for buildup or damage. Clean and replace if necessary.

END OF SECTION

B.A Schmidt
T.J. Lothspeich

Survalent.

Quotation:

Rock Falls Electric Department

ADMS Gold Support Renewal 2022-06

Quotation No. M22_3_67698 [Rev1]

April 21, 2022

Attention: Dick Simon

Survalent.

Survalent Technology Inc.
 1967 Wehrle Drive, Suite 1, PMB 122
 Buffalo, New York - USA 14221
 T +1-905-826-5000 • F +1-905-826-7144
 survalent.com

Item	Qty	Description	Price (USD)
Survalent Professional Services			
001	1	<p>Gold SCADA Support Plan [1 Year]</p> <p>Support Period [All Systems]: 24-Jun-2022 through 23-Jun-2023</p> <p>The Gold SCADA Support Plan provides the following:</p> <p>a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features.</p> <p>b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums.</p> <p>c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis.</p> <p>d) 2 Global User Conference training passes and conference passes per year.</p> <p>e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire.</p>	INCLUDED
Total Price			\$19,612
Optional Survalent Professional Services			
002	1	<p>Bronze SCADA Support Plan [1 Year]</p> <p>The Bronze SCADA Support Plan provides the following:</p> <p>a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features.</p> <p>b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums.</p> <p>c) Access to technical support from the Survalent Support Desk during business hours. Cases will be treated on a first-come, first serve basis.</p>	\$8,297

Survalent.

Survalent Technology Inc.
1967 Wehrle Drive, Suite 1, PMB 122
Buffalo, New York • USA 14221
T +1-905-826-5000 • F +1-905-826-7144
survalent.com

Item	Qty	Description	Price (USD)
003	1	Silver SCADA Support Plan [1 Year] The Silver SCADA Support Plan provides the following: a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 1 Global User Conference training pass and conference pass per year.	\$12,597

End User: Rock Falls Electric Department

Shipping Terms: EXW Ontario, Canada

Shipment approximately 1 to 2 weeks from receipt of purchase order.

Please send purchase order to stcorder@survalent.com

Prices do not include applicable state, provincial, federal, withholding or other local taxes. Applicable taxes will be included in each invoice. Should the purchaser claim an exemption from any applicable state, provincial, federal, withholding or other local taxes, the purchaser shall provide such exemption information to Survalent.

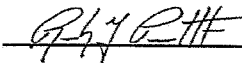
This quote is valid for 120 days from date of issue and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.

Note 1: Please ensure the end user client name is identified on the purchase order; purchase orders may be rejected if this information is missing.

Note 2: Standard payment terms are 100% on receipt of order.

This quotation is not valid unless signed by an authorized representative of Survalent.

Approved By:



Rodrigo Pinetta, Proposals Manager

Survallent.

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 1967 Wehrle Drive, Suite 1, PMB 122
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 survallent.com

SurvallentONE SCADA License Summary for Rock Falls Electric Department

SurvallentONE SCADA License	Owned	Quote	Option	SurvallentONE SCADA Features	Owned	Quote	Option
SurvallentONE SCADA Server (Single)				Alarm Suppression	1		
SurvallentONE SCADA Server (Dual)	1			Command Sequencing	1		
SurvallentONE SCADA Server (Triple)				Data Logger			
SurvallentONE SCADA Server (Quad)				Disturbance Capture			
SmartVu Licenses	Owned	Quote	Option	Event Data Recording	1		
SmartVU Concurrent User Licenses	1			Event Archive			
COMTRADE Standard Viewer				Express DB Tool			
COMTRADE Universal Viewer				External Alarm Bell			
Protocols	Owned	Quote	Option	External Clock Interface			
Allen Bradley Protocol				Fault Data Recording			
Standard DNP3 Protocol	1			Guarantees			
Secure DNP3 Protocol				IED Control Panel	1		
Harris 5000/6000 Protocol				IED Wizard	1		
Standard IEC 60870-5-101 Protocol				Lightning Strike Interface			
Secure IEC 60870-5-103 Protocol				Mapboard Driver			
IEC 60870-5-104 Protocol				Operations and Outage Accounting			
IEC 61850 Protocol				Remote Alarm Annunciation	1		
Telegyr 8979 Protocol				Switching Orders			
MDO-11 Protocol				Switching Orders with Guarantees			
Modbus RTU Protocol				Network Topology Processor			
OPC Client				Advanced SCADA Historian			
OPC Server				Long-Term Playback Session			
QUIN/QUICS IV Protocol	1			Short-Term Playback Session			
RTC 1032 Protocol				Interfaces	Owned	Quote	Option
SNMP Protocol				CIM GIS (Connectivity Import)			
Subscription Protocol				GIS Wizard			
Tejas Series 3 & 5 Protocol				MultiSpeak OA Interface			
Data Exchange Protocols	Owned	Quote	Option	MultiSpeak EA Interface			
DNP3 Protocol Server				MultiSpeak DGV Interface			
QUIN Protocol Server				MultiSpeak LM Interface			
Modbus RTU Protocol Server				MultiSpeak GIS Interface			
IEC 60870-5-101 Protocol Server				MultiSpeak CIS Interface			
IEC 60870-5-104 Protocol Server				MultiSpeak AMI Interface			
Harris 5000/6000 Protocol Server				MultiSpeak CH Interface			
System Architecture	Owned	Quote	Option	MultiSpeak SCADA Interface			
Replicator & Archiver				MultiSpeak AVL Interface			
Archive Reporting				MultiSpeak WMS Interface			
WebSurv Portal				MultiSpeak SMS Interface			
SurvCentral Concurrent Users				Other LM Interface			
Data Forwarding				Other GIS Interface			
Operator Training Simulator (OTS)				Other CIS Interface			
Project Development System (PDS)				Other AMI Interface			
QA / Test Environment				Other CH Interface			
Study Mode / Playback Base Server				Other AVL Interface			
Study Mode Session				Other WMS Interface			
				Network Data Access Interface (API)			
				SCADA Add-in	1		

Control your critical network operations with confidence

With Survalent, you can control your critical network operations with confidence. We're the most trusted provider of advanced distribution management systems (ADMS) for electric, water/wastewater, gas, and transit utilities across the globe.

Over 600 utilities in 30 countries rely on the SurvalentONE platform to effectively operate, monitor, analyze, restore, and optimize operations. By supporting critical utility operations with a fully integrated solution, our customers have significantly improved operational efficiencies, customer satisfaction and network reliability. The company's comprehensive substation automation solution, Survalent StationCentral, delivers advanced control and monitoring for enhanced network performance and protection.

Our unwavering commitment to excellence and to our customers has been the key to our success for over 60 years.

Thanks again for all the work, explanation, advice, and assistance. The expertise and advice on our configuration is much appreciated.

Your willingness to anticipate our needs and help us avoid traps we wouldn't otherwise be aware of is invaluable to us.

- Hydro One Brampton

Survalent

info@survalent.com • survalent.com • 905-826-5000

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Agreement Number: 3093
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

A ten (10) foot wide strip of land crossing the Hennepin Canal and its reserves in the SW ¼, Section 34, Township 21 North, Range 7 East of the 4th Principal Meridian, in Whiteside

County, Illinois, being adjacent to and south of the South Right of Way line of U.S. Route 30 at bridge 44A (canal mile 74.8), comprising 0.07 acre, more or less.

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

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1st day of August, 2022, ("Effective Date") and ending on the 31st day of July, 2032, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred Twenty and no/100 Dollars (\$220) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to maintain an electric power transmission line with two (2) poles and one (1) anchor only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal

statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

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

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

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Capital Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11 and the Illinois Natural Areas Preservation Act, 525 ILCS 30/17, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if

IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

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

perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

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

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

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

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

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional

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

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

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

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to

terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

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

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

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

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

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

such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

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

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

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

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

IDNR:
Department of Natural Resources
Div. of Concession & Lease Management
One Natural Resources Way
Springfield, IL 62702-1271
Telephone: 217/782-7940

LICENSEE:
City of Rock Falls
Attn: Michelle Conklin
603 W 10th Street
Rock Falls, IL 61071
Telephone: 815/622-1104
EmailAddress: mconklin@rockfalls61071.com

Emergency Contact: Kyle Goetz
Location: Hennepin Canal
Telephone: 815/719-2003

Emergency Contact: Rock Falls Police
Location: 1013 7th Ave, Rock Falls, IL
Telephone: 911 or 815-622-1140

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly,

Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 3093
Site Name: Hennepin Canal
Location Code: 50-2761-1

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

LICENSEE:

STATE OF ILLINOIS:

CITY OF ROCK FALLS

DEPARTMENT OF NATURAL RESOURCES

BY: _____

APPROVED: DIRECTOR, IDNR
Title: Director

Date: _____
By: Pam Gray, Division Manager
Division of Concession and Leases

BY: _____

Title: _____

SSN or FEIN No.

Agreement Number: 3093
Site Name: Hennepin Canal
Location Code: 50-2761-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITY OF ROCK FALLS,
(Lessee or Licensee -Company / Corporation / Municipality)

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

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

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

Title: _____

Date: _____

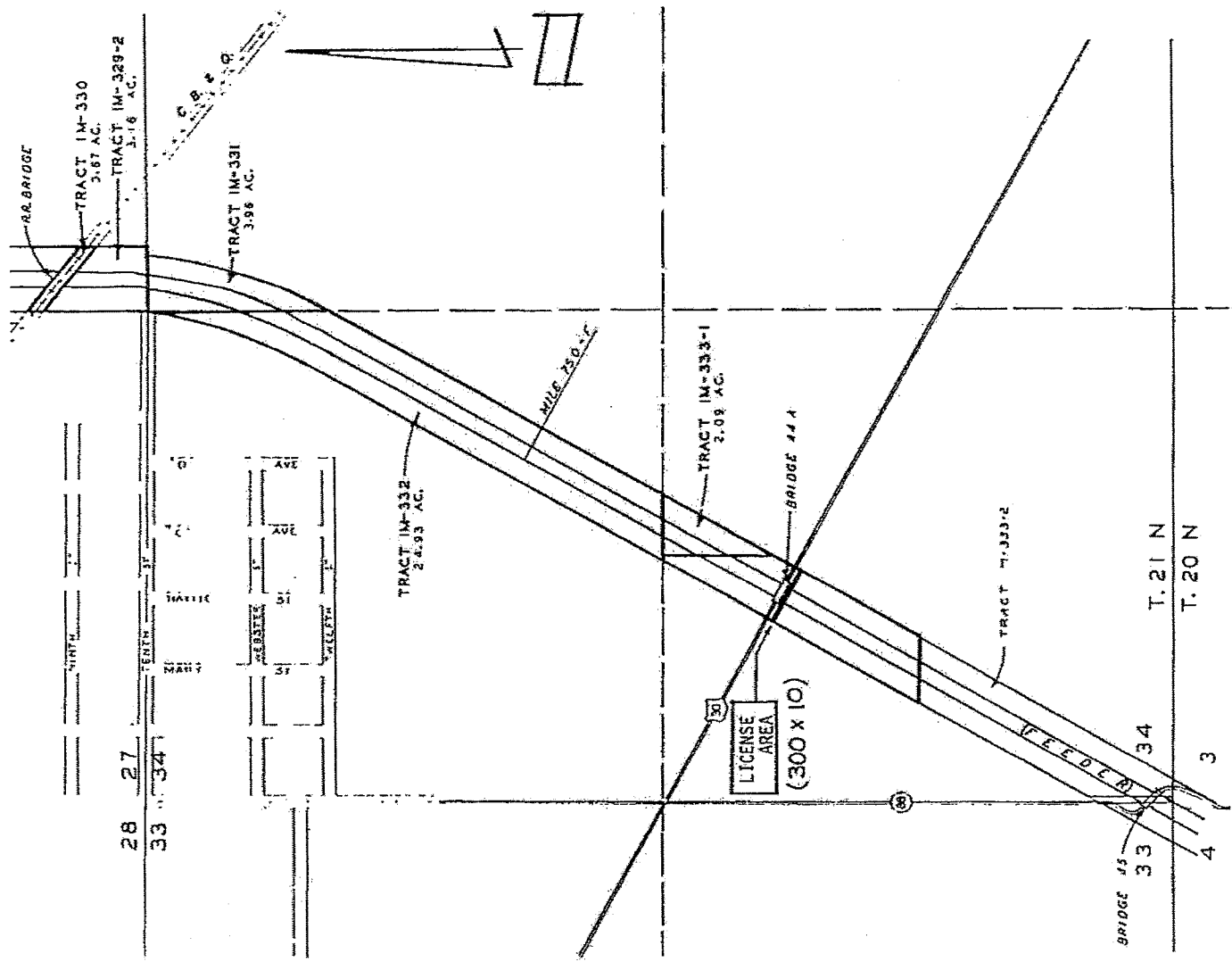


EXHIBIT "B"
 LICENSE NO. 3093
 HENNEPIN CANAL
 WHITECREEK COUNTY

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

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

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

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

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

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

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

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

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

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

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

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

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE



ROCK FALLS UTILITIES COMMITTEE POLICY

TITLE: **MISSION & VISION STATEMENT**

DATE APPROVED:

CATEGORY: **Committee**

DATE REVIEWED:

POLICY REFERENCE: **C-1**

Mission Statement

To provide sustainable, reliable utility services that enhance the quality of life in the City of Rock Falls.

Vision Statement

The Rock Falls Utilities Committee is valued as the regulatory expert and solutions-oriented partner in Electric, Water and, ~~Wastewater and Broadband~~ ~~Telecommunication~~ issues.

[Type here]



ROCK FALLS UTILITIES COMMITTEE POLICY

TITLE: **Standing Rules**

DATE APPROVED:

CATEGORY: **Committee**

DATE REVIEWED:

POLICY REFERENCE: **C-2**

Rock Falls Utilities exists to build value for its citizen owners by providing Electric, Fiber, Utility Customer Service, Wastewater and Water services in a safe, reliable and competitive manner. In pursuit of this purpose, Rock Falls Utilities Committee will work to build a reputation for operational effectiveness, customer loyalty, and competitive products and services by:

1. Operating all functions efficiently, cost-effectively, and reliably;
2. Ensuring the financial strength to meet diverse customer needs and maximize owner value;
3. Attracting, retaining and developing a diverse, quality workforce with the skills necessary to succeed in a competitive marketplace;
4. Ensuring the continued best value for citizen owners through effective succession planning;
5. Enhancing customer loyalty by identifying and exceeding customer expectations during customer contact; providing competitive pricing for products and services; providing value added products and services that attract and retain customers; incorporating community input and values in decision making; fulfilling our role as a good corporate citizen; and communicating the value of Rock Falls Utilities to its owners and customers; and
6. Exercising the highest practical degree of care in meeting applicable public and employee environmental, health and safety standards.
7. Contributing positively to the local community with participation in special events through sponsorships, and memberships in local community groups.
8. Maintaining sustainable practices and environmental stewardship in compliance with state law.

MANAGEMENT

Rock Falls Utilities consists of the Enterprise Departments of the City of Rock Falls: Electric, ~~Fiber~~, Utility Collections, Wastewater, and Water. The heads of those Departments shall be considered Management.

OPERATIONS MANAGER

The City Administrator shall assume the duties of Operations Manager. The Operations Manager job description is attached hereto as Exhibit A.

UTILITIES COMMITTEE

1. POWERS, DUTIES AND FUNCTIONS

There shall be a Rock Falls Utilities Committee which shall have the power and duty to:

A. Consider the budgets of the Rock Falls Utilities Enterprise Departments, Electric, ~~Fiber~~, Utility Customer Service, Wastewater and Water during their preparations and make recommendations to the City Council.

B. Recommend to the City Council the establishment of rate structures for the enterprise funds of the Rock Falls utilities including but not limited to Electric, Water ~~and~~, ~~Wastewater and Fiber~~.

C. Require monthly reports of receipts and expenditures of the enterprise funds of the Rock Falls Utilities, including but not limited to Electric, ~~Fiber~~, Utility Customer Service, Wastewater and Water.

D. Make such reports and recommendations in writing to the City Council regarding the Rock Falls Utilities Committee as the City Council shall deem advisable.

2. MEMBERS

A. The Rock Falls Utilities Committee shall consist of seven members appointed by the Mayor and City Council.

B. The Rock Falls Utilities Committee shall consist of the Mayor, three Council members and three citizens from within the Utilities service area.

C. The three Citizen members shall be appointed for a first term of three years, expiring April 30, 2020, four years, expiring April 30, 2021 and five years, expiring April 30, 2022. All terms after the initial term shall be five year terms. One Citizen member shall be chosen to represent the residential customers, one Citizen member shall be chosen to represent the business/industrial customers and one Citizen member shall be chosen to represent the electric and broadband customers outside of the corporate City Limits of the City of Rock Falls. A term year runs from May 1 to April 30 of the next year.

D. Appointments to fill unexpired terms shall be made in the same manner as original appointments and shall serve the unexpired portion of the term.

E. Members shall be subject to the code of ethics adopted by resolution of the City Council and all applicable State and Federal laws.

3. OFFICERS

A. The Rock Falls Utilities shall have at least two officers, Chair and Vice-Chair, and such other officers as it deems necessary

1. Chair

The Chair shall be appointed by the Mayor with the consent and approval of the City Council and serve a two year term. The Chair shall preside over all meetings and supervise the management of the Rock Falls Utilities Committee and shall have the same rights as other members, including the right to make or second a motion. The Chair has the right to vote on all matters. The Chair is responsible for overseeing the functions of the Committee to ensure that it acts in the best interests of the Utilities and that Committee meetings are planned and conducted in an effective manner. The Chair is also responsible for setting the agenda for each meeting. The Chair shall consult with the Operations Manager and take into consideration, where appropriate, matters proposed by the Committee members for inclusion in the agenda. The Chair shall seek to ensure that all Committee members are properly informed on issues arising at Committee meetings and provided with adequate and accurate information in a timely manner. The Chair shall also actively encourage the Committee members to be engaged in the affairs of and contribute to committee functions. The Committee, under the leadership from the Chair, shall comply with governance practices and procedures and shall take appropriate steps to provide effective communications with our stakeholders.

2. Vice-Chair

a. The Vice-Chair shall be elected by the members of the Utilities Committee for a two year term.

b. In absence of the Chair, the Vice-Chair shall assume all of the duties and powers of the Chair. In absence of the Chair, all actions taken by the Vice-Chair shall have the same force and effect as if taken by the Chair.

c. The Vice-Chair of the Rock Falls Utilities Committee shall consult with the Operations Manager and present long range strategies to the Committee for the Enterprise Departments including but not limited to Electric, Fiber, Wastewater, and Water, and monitor the implementation of those strategies in conjunction with the Operations Manager.

3. Succession of officers

In order to protect the structure and stability of the Utilities Committee, whenever the Chair is an elected official, the Vice-Chair will be chosen from among the private citizen members and vice versa.

EXHIBIT A

POSITION TITLE: Utilities Operations Manager

REPORTS TO: Mayor, City Council & Utilities Committee

POSITION SUMMARY: The Rock Falls Utility Operations Manager purpose is to ensure the overall performance of the utility by optimizing its financial viability, level of service for customer and business growth. The Rock Falls Utility (RFU) Operations Manager oversees department activities in the Electric, Water, Wastewater, Fiber & Customer Service Office. Primary function is to manage and oversee finance, accounting, customer service, communications, marketing and managing measurement strategies demonstrating performance in all utility departments.

DUTIES/TASKS:

Manages the financial performance of the RFU to ensure that it attains and maintains current and future financial stability. Directs all activities in accordance with Generally Accepted Accounting Principles (GAAP) and the standards and regulations of the Government Accounting Standards Board (GASB).

Oversee and recommend investment of RFU revenues and reserves to effectively handle cash flow and maximize revenues. Analyze long-term debt needs and determines funding avenues available. Structures the amount and term of debt to meet State and Federal standards and requirements relative to tax-exempt status, bond rating and compliance.

Oversees the RFU annual capital and operating budgeting process and preparation.

Works with Department Heads to develop and manage an ongoing capital improvement plans.

Analyze financial implications from the RFU's operational needs and level of service adjustments and prepares rate applications.

Performs business case analysis to determine financial and operational viability of new business ventures for revenue generation, cost of service, efficiency and rate of return.

Establish and maintain community outreach and marketing strategy.

Required Knowledge and Abilities

- Thorough knowledge of the principles of planning and economic development for the sound management of municipal utilities;
- Thorough knowledge of customer service and debt collection principles and practices;
- Thorough knowledge of accounting, business, budgeting and financial standards and practices affecting municipal utilities;
- Thorough knowledge of project and contract administration;
- Good knowledge of general cost-of-service theory and rate setting principles and ability to apply to municipal utility systems;
- Thorough knowledge of budget, accounting and financial records systems for utility systems;
- Ability to function effectively with minimal supervision and exercise considerable discretion in decision making and daily activities;

- Ability to communicate effectively both verbally and in writing, which includes presentations to the City Council, regulatory agencies and public groups; preparation of written reports; and conferring with other City departments and government agencies; and serving as liaison with residential, industrial and commercial customers;
- Ability to organize and direct teams to ensure the successful completion of special projects;
- Ability to develop proficiency in PC spreadsheet, word processing, database and graphics software programs;
- Ability to work cooperatively and to maintain effective working relationships to accomplish job responsibilities;
- Ability to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;



ROCK FALLS UTILITIES COMMITTEE POLICY

TITLE: **FiberNet System** _____ DATE APPROVED: _____

CATEGORY: **FiberNet** _____

DATE REVIEWED: _____

POLICY REFERENCE: **F-1**

~~Rock Falls Utilities shall be responsible for the overall reliability of the FiberNet. Rock Falls Utilities will ensure that system additions, operations, maintenance, and replacement of assets follow the appropriate best practices, system planning criteria, and design standards for prudent utility practice. Accordingly, Rock Falls Utilities shall:~~

- ~~1. Ensure the FiberNet system is operated safely at all times within industry standards.~~
- ~~2. Ensure the FiberNet system planning accounts for the growing demand for the City of Rock Falls.~~
- ~~3. See that repairs to the FiberNet system are made in a timely manner.~~
- ~~4. Oversee maintenance of the FiberNet system to minimize service interruptions.~~
- ~~5. Provide service to new customers that comply with Rock Falls Utilities rules and rates.~~
- ~~6. Ensure Rock Falls complies with the appropriate state and federal regulations and standards.~~
- ~~7. Incorporate advancements in technology into the design, maintenance, and operation of FiberNet to improve system reliability and performance.~~

8. ~~To value our employees as our most important resource and we provide them competitive compensation and a safe and rewarding work environment which promotes diversity and equal opportunity for all.~~

POSITION DESCRIPTION CITY OF ROCK FALLS

POSITION: Firefighter (Full-Time)

REPORTS TO: Fire Chief/Deputy Fire Chief/Fire Captain/Senior Acting Officer

PRIMARY RESPONSIBILITIES

Responds as a team member within an assigned duty shift under the supervision of a superior officer or senior acting officer.

QUALIFICATIONS:

Must have capabilities to perform strenuous physical tasks and abilities to apply principles of modern firefighting. Must communicate effectively in the English language. Must be a high school graduate or equivalent GED certification.

KNOWLEDGE OF:

Basic principles of firefighting, technical rescue and emergency medical procedures.

ABILITY TO:

Perform strenuous activities. Learn technical firefighting and rescue principles. Understand and accomplish oral and written instructions. Communicate orally and in writing effectively in the English language. Establish and maintain cooperative relationships with others in the workplace and with members of the public. Exercise good judgement and self-control in stressful emergency situations.

ESSENTIAL JOB FUNCTIONS

1. Extinguishes and controls fires to protect life and property.
2. Drives and maintains various types of complex fire apparatus.
3. Responds to fire alarms and other emergency incidents.
4. Uses and maintains a variety of firefighting equipment.
5. Possesses detailed knowledge of streets and roads in municipal and rural jurisdiction.
6. Selects proper hose and nozzle for the application of water and/or other extinguishing agents that are appropriate for the material that is burning.
7. Positions and climbs various types of ladders to gain access to the upper levels of structures to apply extinguishing agents, ventilate the structure of smoke and other contaminants, and to assist victims in the evacuation of the structure.
8. Uses and maintains a variety of power and manual tools including, but not limited to, axes, chisels, crowbars, pry bars, saws, drills, and hammers.
9. Forcibly enters structures when necessary to extinguish fires and/or assist victims in the evacuation of the structure.
10. Uses and maintains required protective clothing.
11. Uses and maintains self contained breathing apparatus.
12. Protects property from collateral damage from heat, smoke, and water by employing over-haul techniques with smoke ejectors and salvage covers.
13. Performs search and rescue tasks at a variety of emergency incidents, including fires, vehicle accidents, machinery accidents, confined space accidents, hazardous materials incidents, accidents that occur on bodies of water, and others.
14. Respond to and renders aid at medical emergencies as an Emergency Medical Technician

(Defibrillator).

15. Communicates in English with members of the public and co-workers orally in person and via two-way radio during emergency and nonemergency situations.
16. Communicates in writing and completes a variety of written reports as assigned.
17. Participates in demonstrations, training exercises on and off site, courses in fire behavior, hydraulics, fire suppression, fire pump operations, equipment and vehicle maintenance, apparatus driving, emergency medical procedures, rope/confined space rescue, building construction, water rescue, vehicle extrication, hazardous materials incidents, electrical emergencies, aircraft firefighting and rescue, and others assigned.
18. Achieves and retains a valid Illinois class B (non CDL) drivers license.
19. Performs duties within the scope of departmental policies, standard operating guidelines, provisions of current collective bargaining agreement, and within the established chain of command.
20. Performs assigned duties for prolonged periods of time when required.
21. Possesses physical ability to perform all essential job functions and maintains oneself in adequate physical condition to perform all essential job functions.
22. Performs essential job functions under the supervision of a Captain or a more senior firefighter.

ADDITIONAL JOB FUNCTIONS:

1. Performs duties as Acting Captain in the absence of the normally scheduled Fire Captain as assigned.
2. Covers shift responsibilities for absent co-workers as assigned.
3. Responds to emergency call out when off duty as authorized by the administration.

ADDITIONAL REQUIREMENTS:

1. Must be able to work regularly scheduled shifts of 24 hours on duty and 48 hours off duty, including holidays when they coincide with your normal duty day.
2. Must reside within a 30-minute drive time to the Rock Falls main fire station
3. Must not abuse sick-time usage to avoid working regularly scheduled duty days or holidays.

NON-ESSENTIAL JOB FUNCTIONS:

1. Must have good working mechanical knowledge of using hand tools to perform routine maintenance on apparatus, hose, small equipment and building maintenance as assigned by the Shift Officer.
2. Perform regular station cleaning and grounds maintenance as needed, including lawn care and snow removal.

PHYSICAL DEMANDS

- Performs heavy physical work that requires strength and cardiovascular fitness for prolonged periods of time under a wide variety of conditions of temperatures ranging from -25F to 100+F, darkness, smoke, dampness, noise.
- Lifts and carries people or objects weighing 50lbs. Or more.
- Climbs various types of ladders up to a height of as much as 100' while wearing personal protective clothing and self-contained breathing apparatus weighing 30 to 40lbs. or more.
- Operates hydraulic and gasoline powered drills, saws, chisels, "Jaws of Life", jacks, and others.
- Uses manual tools such as axes, sledgehammers, saws, prybars, and others.
- Works under physically and emotionally stressful conditions.
- Must have use of hands, arms, feet, and legs that enables the firefighter to crouch, crawl, stoop, kneel, reach, feel, and grasp.
- Must speak, hear, and see (visual acuity-correctable).

- Physical coordination is required.

WORK ENVIRONMENT:

1. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Work is performed in an office, vehicle, and outdoor setting, in all weather conditions, including temperature extremes, during day and night shifts.
2. Work is often performed in emergency and stressful situations and occasionally performed in restricted areas and/or in complete darkness. Individual is exposed to hearing alarms and hazards associated with fighting fire and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, solvents and oils.
3. Occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock and vibration. The noise level in the work environment is usually quiet in the office setting and loud at an emergency scene.

APPROVED BY:

City Council

Date

Ad for

General Description

Required qualifications

Remarks

Equal opportunity employer