

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

July 19, 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 July 5, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞
3. Approval to allow the Rock Falls Firefighters Local 3291 to conduct their annual "Fill the Boot" Bucket Brigade on Saturday August 13, 2022, at the corner of 1st Avenue and 3rd Street between the hours of 9:00 a.m. and 1:00 p.m. ☞
4. Recommendation from the Planning Zoning Commission to grant Matt Prescott & Tim Kendrick's Whiteside County rezoning request of parcel # 11-34-477-015 from A-1, B-2 to I-1, parcel is within the 1 ½ mile jurisdiction ☞

Ordinances 2nd Reading and Adoption:

1. Ordinance 2022-2576 - Amending Chapter 18 of the Rock Falls Municipal Code Relating to Parking and Operation of Trucks ☞
2. Ordinance 2022-2577 - Amending Chapter 16, Article XI.5 of the Rock Falls Municipal Code Relating to late-Night Food Truck Vendors ☞
3. Ordinance 2022-2578 - Amending Chapter 16, Article V of the Rock Falls Municipal Code Relating to Transfers of Liquor Licenses ☞

Resolutions:

1. Resolution 2022-884 - Transferring Jurisdiction and Control of Real Property to the Industrial Development Commission ☞

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

Ward 2

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

1. Approve Engineering Agreement for Watermain Replacement Phase 2 Project with Willett, Hofmann & Associates, 809 E 2nd Street, Dixon IL 

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

Alderman Marshall Doane

Mayor's Report:

Adjournment

Next City Council meeting – August 2, 2022, at 5:30 p.m.

Posted: July 15, 2022

Michelle Conklin, Deputy City Clerk

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

City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on July 5, 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, Dowd, Doane, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Audience request:

None

Community Affairs:

None

Consent Agenda:

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

1. Approval of the minutes of the June 21, 2022, City Council Meeting.
2. Approval of bills as presented.

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

Vote 8 aye, motion carried.

Ordinances 1st Reading:

1. Ordinance 2022-2576 – Amending Chapter 18 of the Rock Falls Municipal Code Relating to Parking and Operation of Trucks.

A motion was made by Alderman Babel to approve Ordinance 2202-2576 – Amending Chapter 18 of the Rock Falls Municipal Code Relating to Parking and Operation of Trucks and second by Alderwoman McKanna.

Vote 8 aye, motion carried.

2. Ordinance 2022-2577 – Amending Chapter 16, Article XI.5 of the Rock Falls Municipal Code Relating to late – Night Food Truck Vendors.

A motion was made by Alderman Snow to approve Ordinance 2022-2577 – Amending Chapter 16, Article XI.5 of the Rock Falls Municipal Code Relating to late-night Food Truck Vendors and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

3. Ordinance 2022-2578 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Relating to Transfer of Liquor Licenses

A motion was made by Alderwoman Sobottka to approve Ordinance 2022-2578 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Relating to Transfer of Liquor License and second by Alderwoman McKanna.

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

Ordinances 2nd Reading and Adoption:

1. Ordinance 2022-2575 - Authorizing the Sale/Transfer of a 1985 Ford F350 Dump Truck to Firehouse Ministries

A motion was made by Alderman Babel to approve Ordinance 2022-2575 – Authorizing the Sale/Transfer of a 1985 Ford F350 Dump Truck to Firehouse Ministries and second by Alderman Snow.

Vote 8 aye, motion carried.

City Administrator:

1. Approval to have City Attorney draft a Resolution transferring Parcel 11-34-251-003 and Parcel 11-34-251-004 to the Industrial Development Commission.

A motion was made by Alderman Snow to approve having the City Attorney draft a Resolution transferring Parcel 11-34-251-003 and Parcel 11-34-251-004 and second by Alderman Babel.

Vote 8 aye, motion carried.

City Attorney: none

City Departments: none

A motion was made by Alderman Snow to approve a recommendation from the Utility Committee to allow the Wastewater Department to purchase a 2022 Ram 2500 Tradesman with snow plow package from Kunes Country Auto Group, 3200 E. Lincolnway, Sterling, IL in the amount of \$56,304.24 and second by Alderman Babel.

Vote 8 aye, motion carried.

Ward 3 – Alderwoman Devers brought up intersection at 10th Street and Ave C and the need for maintenance. A gentleman from the audience (Terry) handed out pictures of the intersection. Alderman Doane stated he has received nine reports of potholes and will get them turned in.

Mayor's Report: none.

A motion was made by Alderwoman Sobottka to move into Executive Session and second by Alderman Snow.

Vote 8 aye, motion carried. (5:53 pm)

Return to regular Council at 5:58 pm.

A motion was made by Alderwoman Sobottka to approve the employee hire for the Water Department under Personnel – Section 2(c)(1) and second by Alderman Snow.

Vote 8 aye, motion carried.

A motion was made by Alderman Babel to approve the side letter from the Collective Bargaining – Section 2 (c)(2) and second by Alderwoman Sobottka.

Vote 8 aye, motion carried.

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

Vote via voice, motion carried (5:59 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 07/19/2022

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	\$11,169.74
Worker's Comp/General Liability	\$450.00
General Fund	\$68,174.80
Demolition Fund	\$1,575.00
Electric	\$553,226.09
IT Fund	\$62.00
Fiber/Tax Exempt	\$2,927.14
Sewer	\$190,037.80
Water	\$60,387.97
Garbage	\$44,428.80
Customer Service Center	\$9,182.18
Customer Utility Deposits	\$252.02
	<hr/>
	\$941,873.54
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Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	SAUK VALLEY MEDIA	NEIGHBORHOOD TOURIST DISPLAY	599.00
	CITY OF ROCK FALLS	POSTAGE	46.92
	PETTY CASH	SCOURING PADS/ICE	22.39
	U.S. CELLULAR	MONTHLY SERVICE	80.97
	WRCV-FM	RADIO SPOTS/SUMMER FEST/FOOD T	266.00
		RADIO SPOTS/BELLSON MUSIC FEST	630.00
	LINK MEDIA OUTDOOR	BILLBOARD ADVERTISING	1,612.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	34.84
	STAHR MEDIA LLC	WEBSITE HOSTING/UPDATES	480.00
	815 PORTA POTTY	PORT TOILET/SINK RENT/BELLSON	1,040.00
	WQUD-FM	RADIO SPOT PACKAGE/BELLSON FES	100.00
		TOURISM	4,912.12
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
	MOELLER MYERS & ASSOC PC	PDEAP	450.00
		W/C-GENERAL LIABILITY	450.00
GENERAL FUND			
01	ADMINISTRATION		
	CIRCUIT CLERK OF LEE COUNTY	TIMOTHY K UMEZINWA	300.00
	CIVIC PLUS	MUNICODE ADMIN SUPPORT FEE	275.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	2.85
	SBM BUSINESS EQUIPMENT CENTER	COPIER CONTRACT	18.00
	SAUK VALLEY COMMUNITY COLLEGE	SBDC CONTRIBUTION	5,000.00
	GABRIELLA MCKANNA	IML CONFERENCE	310.00
		ADMINISTRATION	5,905.85
02	CITY ADMINISTRATOR		
	CITY OF ROCK FALLS	POSTAGE	2.29
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	1.89
	SBM BUSINESS EQUIPMENT CENTER	COPIER CONTRACT	18.00
		CITY ADMINISTRATOR	22.18

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
03	PLANNING/ZONING		
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	0.14
		PLANNING/ZONING	0.14
04	BUILDING		
	CITY OF ROCK FALLS	POSTAGE	41.98
	PETTY CASH	CAR WASHES	20.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	20.90
		BUILDING	82.88
05	CITY CLERK'S OFFICE		
	CITY OF ROCK FALLS	POSTAGE	296.63
	LEAF	COPIER/MAINTENANCE CONTRACT	92.71
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	93.31
		CITY CLERK'S OFFICE	482.65
06	POLICE		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	41.15
		UTILITY BILLINGS	52.96
		UTILITY BILLINGS	828.44
		UTILITY BILLINGS	15.55
		UTILITY BILLINGS	34.02
	IL DEPT OF INNOVATION & CITY OF ROCK FALLS	COMMUNICATION CHARGES	398.43
	PETTY CASH	POSTAGE	46.23
	MOORE TIRES INC.	WATER	15.09
		TIRE REPAIR	33.11
	GISI BROS INC	CK COOLANT/REPAIRS	353.37
	LEXISNEXIS RISK SOLUTIONS	CONTRACT FEE	30.50
	COLLEGE OF DUPAGE	E RILEY/BASIC SWAT COURSE	325.00
		M OTTENHAUSEN/BASIC SWAT COURS	325.00
	LEAF	COPIER/MAINTENANCE CONTRACT	234.32
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	318.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	19.55
		POLICE	3,070.72

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
07	CODE HEARING DEPARTMENT		
	CITY OF ROCK FALLS	POSTAGE	200.28
	MUNICIPAL SYSTEMS LLC	MONTHLY FEE	950.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	35.93
	CODE HEARING DEPARTMENT		1,186.21
10	STREET		
	WILLETT, HOFMANN & ASSOCIATES	3RD AVE RECONSTRUCTION	18,171.11
	BONNELL INDUSTRIES, INC.	SPRAY TIPS/GUARDS	243.47
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	313.54
		UTILITY BILLINGS	5.38
		UTILITY BILLINGS	11.76
		UTILITY BILLINGS	230.10
		UTILITY BILLINGS	52.96
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	55.23
		UNIFORM/MATS/TOWEL SERVICES	22.23
		UNIFORM/MATS/TOWEL SERVICES	55.23
		UNIFORM/MATS/TOWEL SERVICES	22.23
	STREET		19,183.24
12	PUBLIC PROPERTY		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	89.50
		UTILITY BILLINGS	84.46
		UTILITY BILLINGS	3,555.73
		UTILITY BILLINGS	61.42
		UTILITY BILLINGS	134.37
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	50.00
	PUBLIC PROPERTY		3,975.48
13	FIRE		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	828.43
		UTILITY BILLINGS	15.55
		UTILITY BILLINGS	34.02
		UTILITY BILLINGS	41.15
		UTILITY BILLINGS	113.36
	WILLIAM & MARY COMPUTER CENTER	TONER	119.00
	CITY OF ROCK FALLS	POSTAGE	6.89

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
13	FIRE		
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	4.70
		FIRE	1,163.10
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	7,066.16
		UTILITY BILLINGS	130.27
		UTILITY BILLINGS	121.02
		UTILITY BILLINGS	215.30
		UTILITY BILLINGS	284.99
	WILLIAM & MARY COMPUTER CENTER	NETGEAR SWITCH	2,364.00
		NETGEAR MODULE	48.95
	CITY OF ROCK FALLS	POSTAGE	5.90
	GRUMMERT'S HARDWARE - R.F.	BATTERIES	10.79
	TONY POCI	REIMB JULY INSUR DEDUCTIONS	156.87
	TRI-COUNTY OPP COUNCIL	DEP REF/D RICE/900 REGAN #516	360.00
	JM TEST SYSTEMS, INC	GLOVE/SLEEVE TESTING	350.75
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	5.95
	WAYNE BOLLMAN	OVERPAYMENT REFUND	47.77
		OPERATION & MAINTENANCE	11,168.72
SEWER FUND			
30	SEWER		
	KUNES COUNTRY AUTO GROUP	2022 RAM 2500 TRADESMAN/SNOW P	56,304.24
	ALLMAX SOFTWARE INC	OPERATOR 10 SOFTWARE PROG SET	15,750.00
		SEWER	72,054.24
38	OPERATION & MAINTENANCE		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	21,375.85
		UTILITY BILLINGS	524.74
		UTILITY BILLINGS	313.06
		UTILITY BILLINGS	1,147.92
	CITY OF ROCK FALLS	POSTAGE	1.56
	ELECTRIC PUMP	ADDITNL MOTOR CABLE/INST PUMP	7,474.05
	WM CORPORATE SERVICES INC	SLUDGE HAULING	427.77
	WHITESIDE COUNTY RECORDER	LIEN/510 E 8TH ST	29.75

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
	O'REILLY AUTOMOTIVE INC	FUEL CAP	15.97
	DAN REINHARDT	UNIFORM PANTS	32.45
	RHINO INDUSTRIES INC	CHEMICALS	1,565.00
	ELECTRONICS, INC.	MONTHLY ALARM/RADIO SERVICE	78.00
	NICOR	MONTHLY SERVICE	50.76
		MONTHLY SERVICE	59.32
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	5.69
	OPERATION & MAINTENANCE		33,101.89
WATER FUND			
48	OPERATION & MAINTENANCE		
	CITY OF ROCK FALLS UTILITIES	UTILITY BILLINGS	6,596.46
		UTILITY BILLINGS	143.72
		UTILITY BILLINGS	128.46
		UTILITY BILLINGS	314.39
	CITY OF ROCK FALLS	POSTAGE	9.54
	MOORE TIRES INC.	TIRE/SERV CALL	501.49
	GRUMMERT'S HARDWARE - R.F.	STENCILS/PAINT	11.77
		AIR FILTERS/SPRINKLER	49.41
	U.S. CELLULAR	MONTHLY SERVICE	496.33
	WHITESIDE COUNTY RECORDER	LIEN/510 E 8TH ST	29.75
	FERGUSON WATERWORKS #2516	HYDRANT PAINT	592.81
	FRANK'S SMALL ENGINE REPAIR	BELT/FILTERS/PLUG	113.33
	PACE ANALYTICAL SERVICES LLC	WATER TESTING	374.13
	ARAMARK	UNIFORM/MATS/TOWEL SERVICES	57.21
		UNIFORM/MATS/TOWEL SERVICES	26.54
		UNIFORM/MATS/TOWEL SERVICES	57.21
		UNIFORM/MATS/TOWEL SERVICES	26.54
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	6.40
	OPERATION & MAINTENANCE		9,535.49
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
	CITY OF ROCK FALLS	POSTAGE	108.85
	CIVIC SYSTEMS LLC	SEMI ANNUAL SOFTWARE SUPPORT F	9,032.00
	PITNEY BOWES GLOBAL	POSTAGE MACHINE LEASE	41.33
	CUSTOMER SERVICE CENTER		9,182.18

DATE: 07/07/2022
TIME: 13:58:36

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 07/08/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	BENNY GARZA	UTILITY DEPOSIT REFUND	104.12
	OHAVER TRANSPORTATION INC	UTILITY DEPOSIT REFUND	17.25
		CUSTOMER UTILITY DEPOSITS	121.37
		TOTAL ALL DEPARTMENTS	175,598.46

INVOICES DUE ON/BEFORE 07/15/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

TOURISM			
05	TOURISM		
	BLACKHAWK WATERWAYS	FY 23 CONTRIBUTION	5,000.00
	KWQC	AIR TIME	325.00
		BELLSON ADS	200.00
	WEX BANK	MONTHLY FUEL PURCHASES	97.75
	SBM BUSINESS EQUIPMENT CENTER	TONER/PAPER	119.87
	KYLE J MORGAN	SOUND SYSTEM	515.00
		TOURISM	6,257.62
GENERAL FUND			
01	ADMINISTRATION		
	OPTIMIST CLUB OF ROCK FALLS	RAFFLE REFUND/AUDIT RETURNED	20.00
	CIRCUIT CLERK OF LEE COUNTY	RIKKI R SLIGER/BAIL BOND	100.00
	SAUK VALLEY AREA	WANGELIN/STEAK FRY	50.00
	POWER SYSTEM ENGINEERING INC	POLICE/FIRE/EMERG GENERATOR	10,090.00
		ADMINISTRATION	10,260.00
04	BUILDING		
	KELLEY WILLIAMSON COMPANY	LOF	58.99
	WEX BANK	MONTHLY FUEL PURCHASES	350.68
	SBM BUSINESS EQUIPMENT CENTER	TONER/PAPER	119.88
		BUILDING	529.55
06	POLICE		
	MOORE TIRES INC.	TIRE REPAIR	28.55
	LEXIPOL LLC	ANNUAL LAW ENF MANUALS/BULLETI	9,657.93
	WEX BANK	MONTHLY FUEL PURCHASES	4,511.65
	PAPER RECOVERY SERVICE CORP	ON SITE SHREDDING SERVICE	75.00
		POLICE	14,273.13
10	STREET		
	GRUMMERT'S HARDWARE - R.F.	KEROSENE/TARP STRAP	77.36
		TELESCOPIC REACHER	31.49
		WD-40	17.25

INVOICES DUE ON/BEFORE 07/15/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

GENERAL FUND			
10	STREET		
	FISCH MOTORS INC	TRUCK INSPECTIONS/306/307	102.00
		TRUCK INSPECTION/308	51.00
	KELLEY WILLIAMSON COMPANY	DIESEL	694.55
	WEX BANK	MONTHLY FUEL PURCHASES	1,143.00
	NICOR	MONTHLY SERVICE	215.41
	S.J. SMITH CO INC	INDUSTRIAL GAS	66.00
		STREET	2,398.06
12	PUBLIC PROPERTY		
	GRUMMERTS HARDWARE - STERLING	PAPER TOWELS	35.99
	TERRACON CONSULTANTS	LIMESTONE CLEANUP	3,024.64
	NICOR	MONTHLY SERVICE	157.00
		PUBLIC PROPERTY	3,217.63
13	FIRE		
	CERTASITE	FIRE EXT EXCHANGES	658.02
	AT&T	MONTHLY SERVICE	88.11
	STAPLES ADVANTAGE	TONER CARTRIDGE	62.59
	AT&T MOBILITY	CELL PHONE SERVICE	242.17
	WEX BANK	MONTHLY FUEL PURCHASES	1,280.38
	LEAF	COPIER/MAINTENANCE CONTRACT	92.71
		FIRE	2,423.98
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
	BURGER BROTHERS INC	MOWING/NUISANCE PROPERTY	1,575.00
		BUILDING CODE DEMOLITION FUND	1,575.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
	SAUK VALLEY MEDIA	COMM GUIDE DISPLAY	420.00
	MENARDS	STAKES/BATTERIES	67.79
	ASPLUNDH TREE EXPERT CO.	TREE TRIMMING	10,754.50

INVOICES DUE ON/BEFORE 07/15/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
GALETON		2504DZ-M	146.95
		2504DZ-L	161.65
		SHIPPING	20.57
ILLINOIS MUNICIPAL ELECTRIC		PURCHASED POWER	520,657.50
		CAP COMP CREDIT	-10,947.60
		FUEL REIMB CREDIT	-5,592.31
		GENERATION PYMT CREDIT	-56.20
STERLING FENCE - GARAGE		ADJ/SERVICE/BOTTOM SEAL REPL	894.00
KELLEY WILLIAMSON COMPANY		LOF	180.34
LOESCHER		DIAGNOSE CONTROLS/ELEMENT/REPL	90.00
PIRTANO		SPOT/SHOOT/PULL POLY PIPE	9,235.00
KUNES COUNTRY AUTO GROUP		REPL SPRING/COOLANT BOTTLE/FIL	4,074.40
WEX BANK		MONTHLY FUEL PURCHASES	2,710.34
		MONTHLY FUEL PURCHASES	76.47
ELECTRONICS, INC.		MONTHLY ALARM/RADIO SERVICE	149.00
MACMUNNIS INC		STERLING LOCATION/DCB1033464	110.82
PRECISION FLUID POWER INC		PVX15B0RFP1S17 PUMP	2,450.00
		SHIPPING	92.00
NICOR		MONTHLY SERVICE	160.36
		MONTHLY SERVICE	175.36
SBM BUSINESS EQUIPMENT CENTER		COPIER MAINT	60.00
GENSINI EXCAVATING, INC.		SCHMITT PROPERTY EXTEN/NO 6	5,828.92
RICHARD JONES		OVERPYMT REFUND	99.42
JOHNNA BURNS		OVERPYMT REFUND	38.09
		OPERATION & MAINTENANCE	542,057.37

IT FUND			
22	IT FUND		
		WILLIAM & MARY COMPUTER CENTER O365 LICENSE/VADE EMAIL SECURI	62.00
		IT FUND	62.00

FIBER OPTIC BROADBAND/TXEXEMPT			
24	FIBER OPTIC BROADBAND/TXEXEMPT		
		GENSINI EXCAVATING, INC. SCHMITT PROPERTY EXTEN/NO 6	2,927.14
		FIBER OPTIC BROADBAND/TXEXEMPT	2,927.14

SEWER FUND

INVOICES DUE ON/BEFORE 07/15/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

SEWER FUND			
30	SEWER		
	GENSINI EXCAVATING, INC.	SCHMITT PROPERTY EXTEN/NO 6	78,446.60
		SEWER	78,446.60
38	OPERATION & MAINTENANCE		
	QUALITY READY MIX	MATERIALS	405.00
	GISI BROS INC	ABS CODE/REPAIRS	437.41
	MORING DISPOSAL, INC.	SLUDGE HAULING	2,700.00
	KELLEY WILLIAMSON COMPANY	DIESEL	1,016.72
	WEX BANK	MONTHLY FUEL PURCHASES	1,545.01
	BRADFORD SUPPLY CO	HOSE BIBB VACUUM BREAKER	8.21
	NICOR	MONTHLY SERVICE	157.01
		MONTHLY SERVICE	53.77
		MONTHLY SERVICE	59.32
		MONTHLY SERVICE	52.62
		OPERATION & MAINTENANCE	6,435.07
WATER FUND			
40	WATER		
	GENSINI EXCAVATING, INC.	SCHMITT PROPERTY EXTEN/NO 6	44,024.93
		WATER	44,024.93
48	OPERATION & MAINTENANCE		
	BONNELL INDUSTRIES, INC.	VIBRATOR REPAIR	650.00
		ARROW BOARD SERVICE	422.43
	SMITH ECOLOGICAL SYSTEMS CO	TUBING	240.00
	AIRGAS USA LLC	CYLINDER RENTAL	57.30
	QUALITY READY MIX	MATERIALS	111.00
		MATERIALS	101.00
		MATERIALS	801.00
		MATERIALS	801.00
		MATERIALS	111.00
		MATERIALS	111.00
		MATERIALS	129.00
		MATERIALS	162.00
	ALLIANCE MATERIALS INC	ROAD ROCK	148.66
	FISCH MOTORS INC	TRUCK TEST/508	77.00

DATE: 07/15/2022
TIME: 08:44:32

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/15/2022

VENDOR #	NAME	DESCRIPTION	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
		TRUCK TEST/209	51.00
	KELLEY WILLIAMSON COMPANY	DIESEL	-159.00
	WEX BANK	MONTHLY FUEL PURCHASES	2,695.79
	NICOR	MONTHLY SERVICE	157.00
		MONTHLY SERVICE	160.37
		OPERATION & MAINTENANCE	6,827.55
GARBAGE FUND			
50	GARBAGE		
	MORING DISPOSAL, INC.	MONTHLY CHARGES	43,984.80
		STICKERS	444.00
		GARBAGE	44,428.80
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
	SAMUEL FUNDERBERG	UTILITY DEPOSIT REFUND	130.65
		CUSTOMER UTILITY DEPOSITS	130.65
		TOTAL ALL DEPARTMENTS	766,275.08

7/10/2022

To whom it may concern,

Rock Falls Firefighters Local 3291 is requesting that we conduct our annual "Fill the Boot" to benefit the Muscular Dystrophy Association on Saturday August 13th 2022 at the corner of 1st Avenue and 3rd Street between the hours of 9:00 a.m. and 1 p.m. The following members may or will be attending, Matt Kobbeman, Josh Willman, Brian McPhillips, Matt Oswalt, Nate Hartman, Derick Newton, Brady Franks, Kyle Sommers, Jeff Guinn, Brandon Lewis, and Mark McPhillips. Thank you.

Matt Oswalt

Secretary Treasurer Local 3291

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 333 Westchester Ave, Suite 102 White Plains, NY 10604	CONTACT NAME: Amelia Jimenez
	PHONE (A/C, No, Ext): 516 419-4056 FAX (A/C, No): 610 537-4552 E-MAIL ADDRESS: amelia.jimenez@usi.com
INSURED Muscular Dystrophy Association, Inc. Attn: Mike Kennedy 161 N. Clark St. #3550 Chicago, IL 60601-0050	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058
	INSURER B: Phoenix Insurance Company 25623
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$15,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2395179	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			PHPK2395179	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8P4296322243G	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2022 Rock Falls L3291 Fill the Boat on 8/13/22

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the City of Rock Falls only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER CANCELLATION

City of Rock Falls
 603 W. 10th St.
 Rock Falls, IL 61071

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Will Scott

City of Rock Falls

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

Mayor
Rodney Kleckler
815-380-5333

City Administrator
Robbin D. Blackert
815-564-1366



City Clerk
815-622-1100
Ext.4

City Treasurer
Kay Abner
815-622-1100

MEMO

To: Mayor & City Council

From: Planning & Zoning Commission

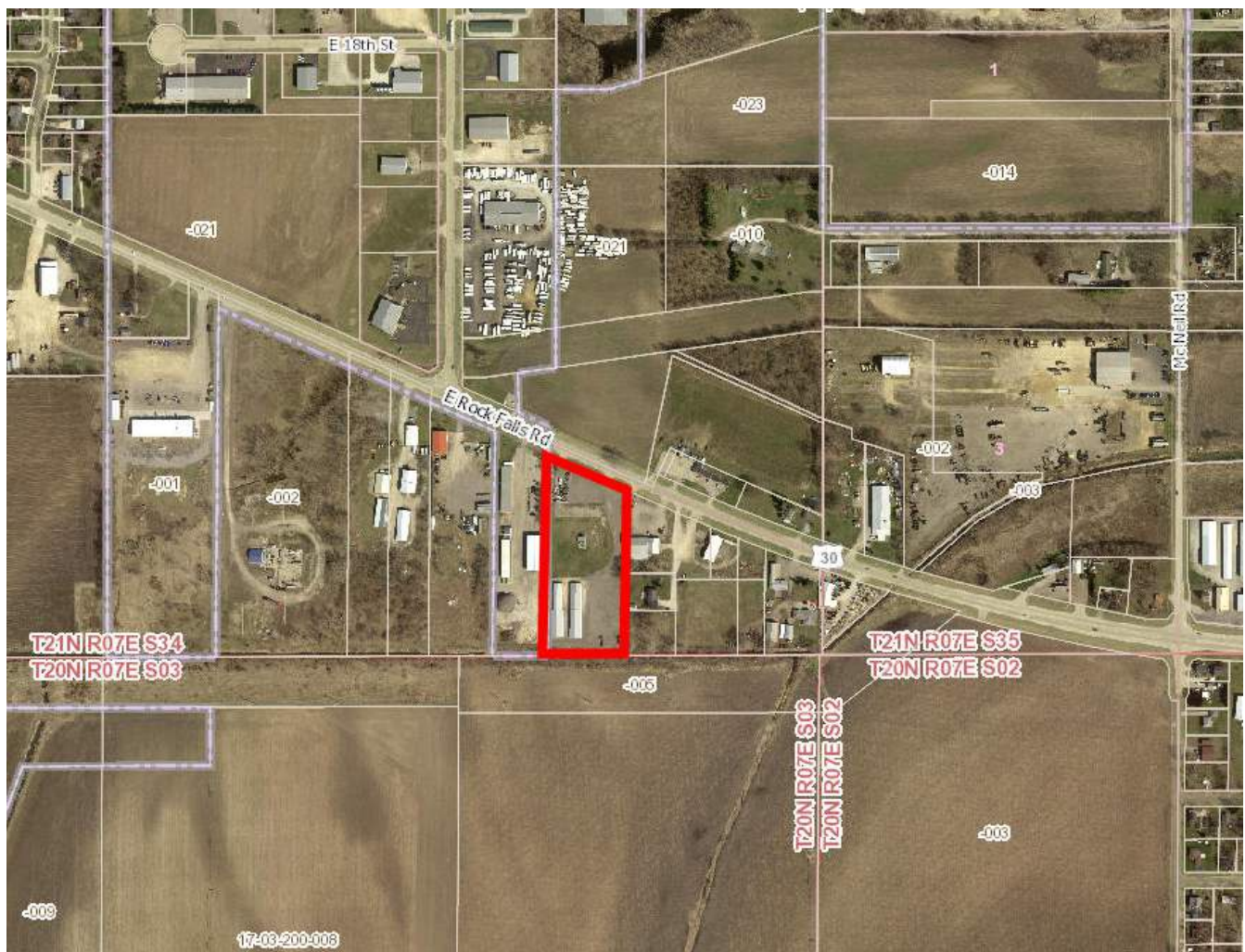
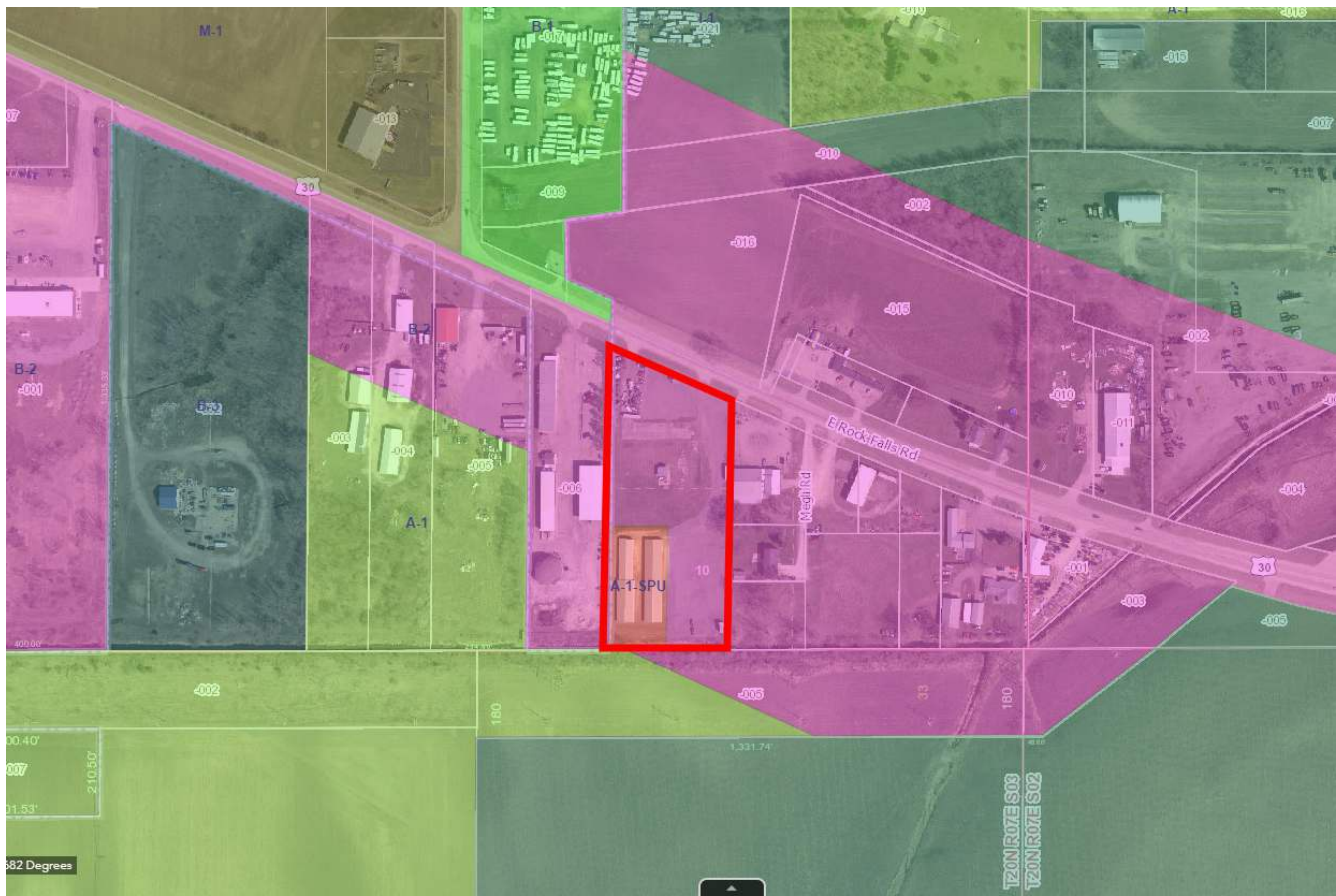
RE: Planning & Zoning Commission
Rezoning of Parcel #1134477015
From A-1-SPU, B-2 to I-1

July 15, 2022

The Planning & Zoning Commission held a Meeting on Thursday, July 14, 2022. During this meeting discussion was held pertaining to petitioners, Matt Prescott & Tim Kendrick's Whiteside County rezoning request of parcel #1134477015 which is within the 1 ½ mile jurisdiction.

The Planning & Zoning Commission recommend the City Council grant the Petitioners request for the rezoning of parcel #1134477015 from A-1-SPU, B-2 to I-1.

Thank you.



CITY OF ROCK FALLS

ORDINANCE NO. 2022-2576

**ORDINANCE AMENDING CHAPTER 18
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO PARKING AND OPERATION OF TRUCKS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

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

**ORDINANCE AMENDING CHAPTER 18
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO PARKING AND OPERATION OF TRUCKS**

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of any municipality to regulate the use of its streets and other municipal property within its jurisdiction; and

WHEREAS, the Mayor and City Council of the City have determined it in the best interests of the City and its residents to amend the designation of certain streets for parking by residents and their guests within certain areas, and to prohibit the operation of trucks on certain streets within the City, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 18, Article VI, Section 18-168(a)(2) of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 18-168. – Resident parking.

- (a) The following areas and locations are designated and reserved only for parking of vehicles owned by or guests of residents whose homes are located within the designated areas, during the hours as specified:

...

- (2) Along both sides of West 2nd Street between the intersection of 8th Avenue and 12th Avenue during the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday on days when Rock Falls Township High School is in session.”

SECTION 3: In all other respects, Chapter 18, Article VI, Section 18-168 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: Chapter 18, Article VII, Section 18-198 of the Rock Falls Municipal Code, as amended, is hereby further amended by the addition of a new subsection (16) to read as follows:

“Sec. 18-198. – Prohibited on certain streets.

The operation or driving of any truck is prohibited upon the following streets or locations within the city:

...

- (16) The alley between West 1st Street and West 2nd Street from 4th Avenue to 5th Avenue.”

SECTION 5: In all other respects, Chapter 18, Article VI, Section 18-198 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 6: The Supervisor of the City’s Street Department, or his or her designee, is hereby authorized and directed to do all such actions as are necessary or required to reflect the designation of such streets, alleys and/or parking spaces in accordance with the provisions of this Ordinance.

SECTION 7: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 8: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 9: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2577

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XI.5
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO LATE-NIGHT FOOD TRUCK VENDORS**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

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

**ORDINANCE AMENDING CHAPTER 16, ARTICLE XI.5
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO LATE-NIGHT FOOD TRUCK VENDORS**

WHEREAS, the City currently provides for the licensing and regulation of food truck vendors within the City; and

WHEREAS, the City Council has discussed the need of amending certain provisions of the Rock Falls Municipal Code as it relates to permitting the operation of food trucks between the hours of 6:00pm to 2:00am; and

WHEREAS, after much discussion, the Corporate Authorities have determined it in the best interests of the City and its residents to amend Chapter 16, Article XI.5 of the Rock Falls Municipal Code, all as more specifically set forth herein.

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

SECTION 1: The recitals contained in the preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 16, Article XI.5 of the Rock Falls Municipal Code, as amended, is hereby further amended by the addition of a new Section 16-1211 entitled "Late-night food truck vendors" to read as follows:

"Sec. 16-1211. – Late-night food truck vendors.

Notwithstanding anything in this article to the contrary, food truck vendors may be permitted to operate between the hours of 8:00 p.m. and 2:00 a.m. on Fridays and Saturdays only, provided that:

- (a) Operation is limited to the Firehouse Museum (403 W. 2nd Street) and West 1st Street parking lots in the city's downtown area; and
- (b) Generators shall be operated in such a manner so as not to exceed noise levels of 70 dbA in the West 1st Street parking lot and not to exceed noise levels of 55 dbA in the Firehouse Museum (403 W 2nd Street) parking lot; and
- (c) Trash receptacles must be provided for collection of any refuse, litter and garbage generated by the food truck vendor and its patrons; and
- (d) All other provisions of this article shall be complied with."

SECTION 3: In all other respects, Chapter 16, Article XI.5 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

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

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

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

Approved this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2578

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO TRANSFERS OF LIQUOR LICENSES**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2022

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

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO TRANSFERS OF LIQUOR LICENSES**

WHEREAS, Section 4-1 of the Liquor Control Act of 1934, 235 ILCS 5/1-1 et. seq. (the “Act”), authorizes the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”) to establish regulations and restrictions on the sale and consumption of alcoholic liquor not inconsistent with the Act; and

WHEREAS, the City Council has discussed the need of amending certain provisions of the Rock Falls Municipal Code as it relates to the provisions regarding transfers of liquor licenses; and

WHEREAS, after much discussion, the Corporate Authorities have determined it in the best interests of the City and its residents to amend the provisions regarding transfers of liquor licenses, all as more specifically set forth herein.

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

SECTION 1: The recitals contained in the preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 16, Article V, Section 16-393 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 16-393. – Transfer.

- (a) *License not transferable.* No license shall be transferable by the licensee to any other person, firm or corporation.
- (b) *Validity.* Licenses issued under this division are a purely personal privilege to the licensee only, and exist for a period not to exceed one year after issuance, unless sooner revoked. The license shall not constitute property, nor shall it be subject to attachment, garnishment or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, nor be subject to being encumbered or hypothecated. Such license shall not descend by the laws of testate intestate devolution, but it shall cease upon the death of the licensee; provided that executors or administrators of the estate of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, may continue the business of the sale or manufacture of alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased or insolvent or bankrupt licensee after the death, insolvency or bankruptcy of such licensee until the expiration of the

license, but not longer than six months after the death, bankruptcy or insolvency of such licensee. No refund shall be made of any portion of the license fee paid.

(c) *Transfers of ownership interests.* Notwithstanding anything to the contrary in this section, the sale or transfer of a majority of the ownership interests of a licensee shall not be considered a transfer of a liquor license, and such license shall continue in effect, provided that:

- (1) the sale or transfer is made in connection with the sale or transfer of the licensed establishment as a going concern;
- (2) the license has not been surrendered or revoked;
- (3) the business operations at the licensed establishment have not been discontinued for a period in excess of thirty (30) days;
- (4) an application shall be submitted to the city clerk with such information and representations as are required pursuant to section 16-386, and shall be investigated and approved or rejected, as in the case of applications for original licenses; and
- (5) the provisions of section 16-387 relating to restrictions on issuance of licenses are satisfied.”

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

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

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

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

Approved this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

RESOLUTION NO. 2022-884

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

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 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, 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

Short Legal: ROCK FALLS IND PARK #2 LOT 19 & W'LY 340.34' OF LOT 16 DOR 92-98-578 487400x

PIN: 11-34-251-004

Short Legal: ROCK FALLS IND PARK #2 DETENTION POND DOR 92-98-579 487420x

PIN: 11-34-251-003



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

July 1, 2022

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

Attn: Mr. Ted Padilla, Water Superintendent

Re: Watermain Replacement Phase 2 Project
Engineering Agreement

Dear Ted:

Enclosed are two (2) copies of the Engineering Agreement for the Watermain Replacement Phase 2 project that will be funded with an IEPA Public Water Supply Revolving Fund loan. The Phase 2 projects are listed in Exhibit 1 of the Engineering Agreement.

The engineering services include the IEPA Loan Application Documents, the design phase, and the construction phase. The detailed engineering services are summarized in Exhibit 2 of the Engineering Agreement.

We have completed the survey work and have the watermain plan/profile sheets completed for the 2nd Avenue and Avenue C projects previously for the City. We will be incorporating those plan/profile sheets into this Phase 2 project.

Please have the engineering agreements approved and have all copies of the agreement signed. Keep one copy of the engineering agreement for the City's records and return one copy to us.

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, P.E.

MH:dt

Encl.

cc: Corey Buck, WHA via email

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

WillettsHofmann.com

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

WILLETT HOFMANN & ASSOCIATES, INC.

By Brian K. Conover
President & General Manager
(Title)

ATTEST:

George M. Han
Vice President

CITY OF ROCK FALLS, ILLINOIS,

By Paul Blalock
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The Watermain Replacement Phase 2 project includes the following scope of work:

1. Construct approximately 900 feet of 6" watermain on Smith Court and Goodell Court and construct new water service lines from the new watermain to the property line for each customer.
2. Construct approximately 500 feet of 6" watermain on Avenue C – Dixon Avenue to E. 4th Street and construct new water service lines from the new watermain to the property line for each customer.
3. Construct approximately 310 feet of 6" watermain on 2nd Avenue from 1st Avenue to W. 5th Street and construct new water service lines from the new watermain to the property line for each customer. The project will also include boring a 20" diameter casing pipe under 1st Avenue (IL Route 40).
4. Construct approximately 900 feet of 6" watermain on 10th Avenue from W. 7th Street to W. 10th Street and construct new water service lines from the new watermain to the property line for each customer.

Exhibit 2
Description of Services

IEPA Loan Application Documents

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

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

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Provide a topographic survey of the project areas. The Avenue C and 2nd Avenue projects have been surveyed previously.
2. Preparation of the construction drawings. The watermain plan/profile construction drawing sheets for Avenue C and 2nd Avenue project were previously prepared for the City.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. Preparation of the IEPA Public Water Supply construction permit application.
5. Preparation of IDOT Utility permit application.
6. Preparation of a Traffic Management Plan for IDOT permit.
7. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Geotechnical

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

Exhibit 2
Description of Services

Construction Phase Engineering Services

The construction engineering services will include the following:

1. Advertising the project for bids in the local newspaper on behalf of the City. The City will pay the bid advertisement cost.
2. Conduct a pre-bid meeting.
3. Answer contractor questions during bidding and prepare any addenda, if necessary.
4. Conduct public bid opening.
5. Prepare a bid summary and award letter.
6. Conduct a pre-construction meeting with the City, Contractor and WHA.
7. Construction staking.
8. Shop drawing review of the watermain materials.
9. Provide part-time construction observation (Approximately 450 hours).
10. Prepare monthly pay requests for submittal to the City.
11. Prepare monthly IEPA Loan Disbursement form.
12. Preparation of Apprenticeship report forms.
13. Prepare Record construction drawings.

Period of Service

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

**Exhibit 3
Compensation**

We propose to perform the engineering services for the Watermain Replacement Phase 2 project on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule, and detailed in the table below.

Engineer Fee Summary

Phase	Fee
IEPA Loan Application Documents	\$ 9,000
Design Engineering	\$ 54,000
Geotechnical	\$ 8,000
Construction Engineering	\$ 68,000
Total Engineering Fee	\$139,000

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

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

2. Covenant Against Contingent Fees Clause

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

3. USEPA Nondiscrimination Clause

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

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

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

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



TERMS AND CONDITIONS – CITYOF ROCK FALLS, IL

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as “WHA”, under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client’s acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney’s fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days’ written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by WHA’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS – CITY OF ROCK FALLS, IL

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



GENERAL RATES FOR ENGINEERING SERVICES
(FIELD AND OFFICE)
EFFECTIVE APRIL 1, 2022

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$200.00	\$310.00	Regular Rate
Principal Engineering Manager	\$170.00	\$260.00	Regular Rate
Engineering Manager	\$130.00	\$260.00	Regular Rate
Civil Engineer IV	\$130.00	\$200.00	Regular Rate
Civil Engineer III	\$110.00	\$190.00	Regular Rate
Civil Engineering Intern II	\$105.00	\$160.00	Regular Rate
Civil Engineering Intern I	\$90.00	\$140.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$90.00	\$200.00	Regular Rate
Engineering Intern	\$55.00	\$80.00	Regular Rate
Principal Architectural Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$120.00	\$190.00	Regular Rate
Architect III	\$110.00	\$170.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$80.00	\$130.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$80.00	\$190.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$120.00	\$180.00	Regular Rate
Prof. Land Surveyor IV	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor III	\$90.00	\$140.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$80.00	\$130.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$80.00	\$130.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$80.00	\$150.00	Regular Rate
Technician IV	\$80.00	\$140.00	1.3 x Regular Rate
Technician III	\$70.00	\$130.00	1.3 x Regular Rate
Technician II	\$70.00	\$110.00	1.3 x Regular Rate
Technician I	\$60.00	\$100.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$60.00	\$140.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker Intern	\$50.00	\$65.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Human Resource Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Bookkeeper	\$60.00	\$110.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

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