

City of Rock Falls

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

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

Pam Martinez
815-622-1100

City Treasurer

Kay Abner
815-622-1100

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

December 20, 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 December 6, 2022, City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinances 1st Reading:

1. Ordinance 2023-2597 – Amending Chapter 21, Article VII, Division 1 Creating Economic Development Office and Position of Economic Development Director ☞

Ordinances 2nd Reading and Adoption:

1. Ordinance 2022-2595 – Authorizing Sale/Disposal of Halmatro Trench and Collapse Shoring Equipment and Scott RIT Paks with SCBA Bottles ☞
2. Ordinance 2022-2596 – Approving Contract and Authorizing the Purchase of Real Property Relating to Micro Industries Building PIN: 11-28-276-002 ☞

City Administrator Robbin Blackert:

1. Recommendation from the Ordinance License Personnel Safety Committee to approve the Meter, Generation Department Job Description ☞
2. Side Letter Agreement between the City of Rock Falls and the IBEW Local Union No. 196 ☞

Department Head:

1. Melinda Jones, Tourism Director – Review of Tourism’s 2022 Events

Information/Correspondence

Matt Cole, City Attorney

Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin – Public Property/Public Works Committee Chairman

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Approve Recommendation from the Finance Insurance Investment Committee to commit funding for construction of the RB&W Restrooms estimated at \$525,000.00 as \$250,000.00 from ARPA Funds, \$137,500 from Tourism Funds and \$137,500.00 from TIF Funds.

Ward 2

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

1. Recommendation from the Utility Committee to waive bidding of the Hydroturbine Maintenance Contract
2. Recommendation from the Utility Committee to award the Hydroturbine Maintenance Contract to TurbinePros, 910 Creekside Road, Suite D1, Chattanooga, TN. ☞
3. Recommendation from the Utility Committee to approve the Lease Agreement No. 3146 with the IDNR in the amount of \$220.00 annually for a 5-year term. ☞

Alderman Casey Babel – Tourism Committee Chairman

Ward 3

Alderman Steve Dowd

Ward 4

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

1. Recommendation from the Ordinance License Personnel Safety Committee to approve the Rock Falls Handbook for Elected Officials ☞
2. Recommendation from the Ordinance License Personnel Safety Committee to approve the Street Superintendent Job Description ☞
3. Recommendation from the Ordinance License Personnel Safety Committee to approve the Economic Development Director Job Description ☞

Mayor's Report:

1. Resignation of Ward 4 Alderman Marshall Doane ☞

Adjournment

Next City Council meeting – January 3, 2023, at 5:30 p.m.

Posted: December 16, 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 December 6, 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, Dowd, and Sobottka. In addition, Attorney Matt Cole and City Administrator Robbin Blackert were present.

Absent: Alderman Snow, Babel and Doane.

Audience request:

None

Introduction of K-9 Fahgo:

Chief Pilgrim introduced K-9 Fahgo with Officer Dustin Sugars.

Presentation of Check to the Sauk Valley Community College impact Program:

Dr. David Hellmich, Dr. Lori Cortez, and Alex Romo presented and thanked the City of Rock Falls for the money dedicated to funding Rock Falls students with the Impact Program.

Approve the appointment of Cody Dornes as 3rd Ward Alderman

A motion was made by Alderwoman McKanna to approve the appointment of Cody Dornes as 3rd Ward Alderman and second by Alderman Wangelin.

Vote 5 aye, including Mayor Kleckler, motion carried

Community Affairs:

None

Consent Agenda:

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

1. Approval of the minutes of the November 15, 2022, City Council Meeting.
2. Approval of bills as presented.

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

Vote 5 aye, motion carried.

Ordinances 2nd Reading and Adoption:

1. Ordinance 2022-2592 – Authorizing the Sale/Transfer of an Ingersoll Rand Air Compressor to Firehouse Ministries

A motion was made by Alderwoman McKanna to approve Ordinance 2022-2592 – Authorizing the Sale/Transfer of an Ingersoll Rand Air Compressor to Firehouse Ministries and second by Alderman Wangelin.

Vote 5 aye, motion carried.

2. Ordinance 2022-2593 – Authorizing the Sale of an Aluminum Trench Box

A motion was made by Alderman Wangelin to approve Ordinance 2022-2593 – Authorizing the Sale of an Aluminum Trench Box and second by Alderman Dowd.

Vote 5 aye, motion carried.

3. Ordinance 2022-2594 – Authorizing Dedication of Right-of-Way for Clearwater Drive

A motion was made by Alderwoman Sobottka to approve Ordinance 2022-2594 – Authorizing Dedication of Right-of-Way for Clearwater Drive and second by Alderwoman McKanna.

Vote 5 aye, motion carried.

Resolutions:

1. Resolution 2022-893 – Concerning Urban Renewal Fence Along Garden View Subdivision
A motion was made by Alderwoman McKanna to approve Resolution 2022-893 – Concerning Urban Renewal Fence Along Garden View Subdivision and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

City Administrator:

None

City Attorney:

None

City Departments:

None.

Alderman Reports / Committee Chairman Requests

A motion was made by Alderman Wangelin with a recommendation from the Public Works/Public Property Committee to approve payment of \$38,099.87 to Willett, Hoffman & Associates, 809 E 2nd Street, Dixon, IL 61021 for additional design engineering costs for the Dixon Avenue Project and second by Alderman Dowd

Vote 5 aye, motion carried

A motion was made by Alderman Wangelin with a recommendation from the Public Works/Public Property Committee to approve the renewal of the Cash Farm Lease with Hoffman Brothers Partnership for 10 acres of farmland at the Wastewater Treatment Plant. Renewal will be from March 1, 2023 through February 28, 2024 at \$150.00 per acre and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

A motion was made by Alderman Wangelin with a recommendation from the Public Works/Public Property Committee to approve the renewal of the Cash Farm Lease with Gaulrapp Farms for 18 acres of farmland at the Wastewater Treatment Plant. Renewal will be from March 1, 2023 through February 28, 2024 at \$225.00 per acre and second by Alderwoman Sobottka.

Vote 5 aye, motion carried.

Mayor's Report:

Paving done throughout the City until next spring.

City yard waste has ended for the season.

The Zoning and Planning Committee has a vacancy. Anyone interested, contact Mayor Kleckler.

A motion was made by Alderwoman McKanna to move to Executive Session and second by Alderwoman Sobottka.

Vote 5 aye, motion carried (5:57 p.m.)

A motion was made by Alderwoman McKanna to return to regular session and second by Alderman Wangelin.

Vote via voice, motion carried (6:06 p.m.)

Action from Executive Session:

A motion was made by Alderwoman Sobottka to approve the Side Letter of Agreement with the FOP and second by Alderwoman McKanna.

Vote 5 aye, motion carried.

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

Vote via voice, all approved (6:07 p.m.)

Pamela Martinez

Pamela Martinez, City Clerk

CITY OF ROCK FALLS
603 W 10th Street
Rock Falls, Illinois

12/20/2022 Council Meeting

To the Mayor and City Council of the City of Rock Falls, your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

Tourism	\$7,048.56
General Fund	\$383,530.02
Demolition Fund	\$2,229.29
TIF - Downtown Redevelopment	\$462.00
Electric	\$468,123.06
Sewer	\$51,058.72
Water	\$606,988.06
Garbage	\$47,063.05
Customer Service Center	\$2,422.87
Drug Fund	\$118.28
Safe Passage/Non Evidentiary	\$450.00
Customer Utility Deposits	\$52.70
Motor Fuel Tax	\$12,295.40
	<hr/> <hr/>
	\$1,581,842.01

Alderman Wangelin
Alderman Palmer

DATE: 12/08/22
TIME: 14:09:49
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/09/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	6,762.13	599.00
2796	U.S. CELLULAR	4,164.62	83.92
5118	SIKICH, LLP	43,500.00	75.00
5253	WEX BANK	85,484.70	36.68
	TOURISM		794.60
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	4,850.00	100.00
5118	SIKICH, LLP	43,500.00	750.00
795	SBM BUSINESS EQUIPMENT CENTER	5,936.08	18.00
	ADMINISTRATION		868.00
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	5,936.08	18.00
	CITY ADMINISTRATOR		18.00
04	BUILDING		
4133	INTERNATIONAL CODE COUNCIL INC		145.00
4827	KELLEY WILLIAMSON COMPANY	9,548.12	36.86
5253	WEX BANK	85,484.70	213.69
5360	AMAZON CAPITAL SERVICES	52.08	39.39
	BUILDING		434.94
05	CITY CLERK'S OFFICE		
5308	LEAF	4,363.79	92.71
5360	AMAZON CAPITAL SERVICES	52.08	93.40
	CITY CLERK'S OFFICE		186.11
06	POLICE		

INVOICES DUE ON/BEFORE 12/09/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	844.47
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	33.57
5247	ZACHARY LYERLA		21.65
5253	WEX BANK	85,484.70	4,474.88
533	LECTRONICS, INC.	5,166.75	318.00
5360	AMAZON CAPITAL SERVICES	52.08	149.33
795	SBM BUSINESS EQUIPMENT CENTER	5,936.08	671.88
T0001969	ILLINOIS PROSECUTOR SERV LLC		100.00
	POLICE		6,613.78
07	CODE HEARING DEPARTMENT		
4931	DACRA	6,393.84	950.00
5360	AMAZON CAPITAL SERVICES	52.08	23.50
	CODE HEARING DEPARTMENT		973.50
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	749.20
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	54.53
34	ALTORFER INC.	20,169.03	606.09
4528	MODERN SHOE SHOP	1,061.97	200.00
4698	TWIN CITY CONSTRUCTION CO	1,066,868.65	248,504.55
4827	KELLEY WILLIAMSON COMPANY	9,548.12	514.84
5253	WEX BANK	85,484.70	760.18
5296	BRADFORD SUPPLY CO	257.66	39.71
5306	RNOW, INC		1,987.90
5329	BF ENGINEERING PLLC	5,400.00	495.00
55	ARAMARK	5,125.94	113.06
852	S.J. SMITH CO INC	2,238.67	291.33
	STREET		254,316.39
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	4,262.13
533	LECTRONICS, INC.	5,166.75	50.00
	PUBLIC PROPERTY		4,312.13

INVOICES DUE ON/BEFORE 12/09/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	919.98
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	55.99
350	GISI BROS INC	12,944.60	719.80
4207	O'REILLY AUTOMOTIVE INC	3,130.50	35.98
423	AT&T	589.47	80.43
4651	MOST PLUMBING & MECHANICAL LLC	5,862.75	499.40
4981	AT&T MOBILITY	1,055.16	200.66
5253	WEX BANK	85,484.70	1,439.01
5308	LEAF	4,363.79	92.71
T0004769	MOBRE COUNSELING SERVICES LLC	600.00	600.00
	FIRE		4,643.96
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	7,530.81
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	2.11
2557	ASPLUNDH TREE EXPERT CO.	141,125.30	9,019.14
34	ALTORFER INC.	20,169.03	878.00
4148	BHMG ENGINEERS	7,710.00	3,208.36
4215	POWER LINE SUPPLY	25,020.15	2,582.00
4827	KELLEY WILLIAMSON COMPANY	9,548.12	94.11
4995	CLOUDPOINT GEOSPATIAL	45,488.20	1,983.34
5008	POWER SYSTEM ENGINEERING INC	79,806.54	3,220.88
5118	SIKICH, LLP	43,500.00	300.00
5253	WEX BANK	85,484.70	1,836.56
5259	CHRIS STAUFFER	5,514.94	558.80
533	ELECTRONICS, INC.	5,166.75	149.00
5332	TYNDALE	10,816.30	1,410.40
5364	TANTALUS SYSTEMS CORP		26,335.53
5365	HYDRO PARTNERS		1,437.50
771	PINNEY PRINTING CO	8,554.98	-490.05
795	SBM BUSINESS EQUIPMENT CENTER	5,936.08	60.00
964	UUSCO	65,210.40	20,420.00
	OPERATION & MAINTENANCE		80,536.49
SEWER FUND			
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	18,609.18

INVOICES DUE ON/BEFORE 12/09/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
4027	WHITESIDE COUNTY RECORDER	1,080.00	79.00
4049	ALLAN BRIGGS		26.74
4207	O'REILLY AUTOMOTIVE INC	3,130.50	27.98
4528	MODERN SHOE SHOP	1,061.97	125.99
482	JOHNSON OIL CO	5,168.96	1,487.22
4995	CLOUDPOINT GEOSPATIAL	45,488.20	2,733.33
5118	SIKICH, LLP	43,500.00	150.00
5253	WEX BANK	85,484.70	1,270.50
5329	BF ENGINEERING PLLC	5,400.00	90.00
533	LECTRONICS, INC.	5,166.75	78.00
5360	AMAZON CAPITAL SERVICES	52.08	13.90
651	NICOR	32,193.66	109.85
	OPERATION & MAINTENANCE		24,801.69
WATER FUND			
40	WATER		
1165	CEC OF THE SAUK VALLEY INC	24,974.85	4,820.28
4361	FERGUSON WATERWORKS #2516	74,176.81	372.60
4698	TWIN CITY CONSTRUCTION CO	1,066,868.65	233,294.60
	WATER		238,487.48
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT	1,204.42	37.64
1151	SMITH ECOLOGICAL SYSTEMS CO	10,702.11	222.74
1289	CITY OF ROCK FALLS UTILITIES	310,427.46	7,028.77
1449	QUALITY READY MIX	24,095.55	1,480.80
1740	VIKING CHEMICAL CO	13,098.57	2,021.50
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	271.36
2796	U.S. CELLULAR	4,164.62	497.17
4606	TOWER EQUIPMENT CORP	3,271.55	128.82
4827	KELLEY WILLIAMSON COMPANY	9,548.12	429.48
4995	CLOUDPOINT GEOSPATIAL	45,488.20	1,983.33
5118	SIKICH, LLP	43,500.00	150.00
5253	WEX BANK	85,484.70	1,389.02
5337	PACE ANALYTICAL SERVICES LLC	2,975.34	430.06
55	ARAMARK	5,125.94	150.62
67	B & D SUPPLY CO.	759.91	837.46
T0005708	B&B INDUSTRIAL COATINGS INC		260.00
	OPERATION & MAINTENANCE		17,318.77

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER IEPA REVOLVING LOAN FUND			
48	IEPA REVOLVING LOAN FUND		
T0004041	GENSINI EXCAVATING, INC.	370,731.87	346,422.69
	IEPA REVOLVING LOAN FUND		346,422.69
GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	43,500.00	75.00
	GARBAGE		75.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
771	PINNEY PRINTING CO	8,554.98	1,939.87
	CUSTOMER SERVICE CENTER		1,939.87
DRUG FUND			
56	DRUG ABUSE		
194	GRUMMERT'S HARDWARE - R.F.	5,588.74	10.79
5360	AMAZON CAPITAL SERVICES	52.08	66.55
	DRUG ABUSE		77.34
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5329	BF ENGINEERING PLLC	5,400.00	315.00
	MOTOR FUEL TAX		315.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005709	EDWARD CASTILLO		52.70
	CUSTOMER UTILITY DEPOSITS		52.70
	TOTAL ALL DEPARTMENTS		983,188.44

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/16/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
4815	TDG COMMUNICATIONS		3,750.00
5161	HUGHES MEDIA CORP	4,500.00	795.00
5308	LEAF	4,549.21	96.96
5314	LINK MEDIA OUTDOOR	12,896.00	1,612.00
	TOURISM		6,253.96
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	1,806.00
4331	CIRCUIT CLERK OF LEE COUNTY	4,950.00	200.00
T0005224	CJ WADE		300.00
	ADMINISTRATION		2,306.00
04	BUILDING		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	193.00
5308	LEAF	4,549.21	96.96
	BUILDING		289.96
06	POLICE		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	273.00
2380	AUTOZONE	263.57	34.33
350	GISI BROS INC	13,664.40	70.94
4231	KIESLER POLICE SUPPLY INC	4,502.40	1,220.40
4508	LEXISNEXIS RISK SOLUTIONS	218.50	31.50
4767	DOUG WOLBER	180.00	75.76
4806	AXON ENTERPRISE INC	9,363.50	16,260.00
5167	PORTER LEE CORPORATION	919.00	119.19
5248	NICK NOLTE	269.48	57.88
5308	LEAF	4,549.21	194.71
752	ROCK FALLS AREA DOG CONTROL	2,305.56	483.42
T0005251	MITCH OTTENHAUSEN	282.62	226.85
T0005710	SOUTHWESTERN ILLINOIS COLLEGE		5,632.20
	POLICE		24,680.18

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 12/16/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
1023	WILLETT, HOFMANN & ASSOCIATES	323,665.05	69,174.40
1466	ALARM DETECTION SYSTEMS, INC.	4,420.92	601.92
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	126.00
3010	CUSTOM MONOGRAM	447.75	772.05
4207	O'REILLY AUTOMOTIVE INC	3,194.46	38.98
4528	MODERN SHOE SHOP	1,387.96	388.99
55	ARAMARK	5,389.62	186.12
651	NICOR	32,303.51	2,062.39
852	S.J. SMITH CO INC	2,530.00	132.00
T0005346	ESSENCE CHEMICAL COMPANY	4,465.94	754.50
	STREET		74,237.35
12	PUBLIC PROPERTY		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	462.00
4640	TERRACON CONSULTANTS	38,459.18	2,850.00
5333	B2B INDUSTRIAL PACKAGING	359.96	167.62
651	NICOR	32,303.51	383.10
	PUBLIC PROPERTY		3,862.72
13	FIRE		
431	ILLINOIS FIRE INSPECTORS ASSOC		100.00
T0004412	PHYSICIANS IMMEDIATE CARE	1,420.00	255.00
	FIRE		355.00
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	2,229.29
	BUILDING CODE DEMOLITION FUND		2,229.29
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004793	KSB HOSPITAL		5,432.00
	EMPLOYEE GROUP INS		5,432.00

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/16/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	462.00
	DOWNTOWN REDEVELOPMENT		462.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	756.00
34	ALTORFER INC.	21,653.12	722.63
4148	BHMG ENGINEERS	10,918.36	7,052.50
437	ILLINOIS MUNICIPAL ELECTRIC	2,216,787.34	355,195.89
4383	GRAINGER	1,320.03	238.97
4640	TERRACON CONSULTANTS	38,459.18	850.00
5008	POWER SYSTEM ENGINEERING INC	83,027.42	1,560.00
5127	JM TEST SYSTEMS, INC	1,123.75	236.92
5286	BROWN WOOD PRESERVING CO., INC		18,404.05
5332	TYNDALE	12,226.70	150.90
651	NICOR	32,303.51	2,285.45
67	B & D SUPPLY CO.	1,597.37	59.20
T0005711	ROBERT BIRCH		16.72
T0005712	ROBBEN CHENOWITH		57.34
	OPERATION & MAINTENANCE		387,586.57
SEWER FUND			
38	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	147.00
2451	MENARDS	2,628.35	5.59
2517	WM CORPORATE SERVICES INC	15,288.81	754.65
2655	MISSISSIPPI VALLEY PUMP, INC.	12,202.78	4,275.00
4045	SCADAWARE, INC.	297.50	1,305.00
4446	MORING DISPOSAL, INC.	328,483.03	450.00
4684	SCHMITT PLUMBING & HEATING INC	36,823.90	304.00
5283	RHINO INDUSTRIES INC	29,186.77	3,526.29
5333	B2B INDUSTRIAL PACKAGING	359.96	379.93
651	NICOR	32,303.51	15,003.57
T0004412	PHYSICIANS IMMEDIATE CARE	1,420.00	106.00
	OPERATION & MAINTENANCE		26,257.03

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 12/16/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	74,549.41	1,095.79
	WATER		1,095.79
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	1,449.81	36.90
2379	STANDARD EQUIPMENT COMPANY	13,276.62	82.92
34	ALTORFER INC.	21,653.12	15.85
4361	FERGUSON WATERWORKS #2516	74,549.41	734.34
5110	KUNES COUNTRY AUTO GROUP	73,554.00	1,600.48
5339	LYONS LAB	25.00	163.00
55	ARAMARK	5,389.62	98.99
651	NICOR	32,303.51	930.85
	OPERATION & MAINTENANCE		3,663.33
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	328,483.03	46,648.05
4478	STERLING FENCE - GARAGE	6,655.35	340.00
	GARBAGE		46,988.05
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	64,336.93	483.00
	CUSTOMER SERVICE CENTER		483.00
DRUG FUND			
56	DRUG ABUSE		
4981	AT&T MOBILITY	1,255.82	40.94
	DRUG ABUSE		40.94

DATE: 12/15/22
TIME: 13:55:53
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/16/2022

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
4498	DAVID PILGRIM	5,163.94	450.00
	SAFE PASSAGE/NON EVIDENTIARY		450.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	323,665.05	11,980.40
	MOTOR FUEL TAX		11,980.40
	TOTAL ALL DEPARTMENTS		598,653.57

CITY OF ROCK FALLS

ORDINANCE NO. 2023-2597

**ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF ROCK
FALLS, CHAPTER 2, ARTICLE VII, DIVISION 1 CREATING ECONOMIC
DEVELOPMENT OFFICE AND POSITION OF ECONOMIC DEVELOPMENT
DIRECTOR**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2023

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

ORDINANCE NO. 2023- 2597

ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF ROCK FALLS, CHAPTER 2, ARTICLE VII, DIVISION 1 CREATING ECONOMIC DEVELOPMENT OFFICE AND POSITION OF ECONOMIC DEVELOPMENT DIRECTOR

Be it Ordained by the City Council of the City of Rock Falls, Illinois as follows:

SECTION 1: Chapter 2, Article VII, Division 1 of the Rock Falls municipal Code is hereby amended by the addition of Section 2-251 entitled Creation of Economic Development Office, to read as follows:

Sec. 2-251. – Economic Development Office

- (a) There is hereby created an Economic Development office, to be located within the municipal building. The Economic Development Director shall oversee all economic development activities within the city and is appointed by the Mayor with the advice and consent of the City Council. The Economic Development Director shall also perform such other duties as may from time to time be assigned by the City Administrator, Mayor or City Council.
- (b) The Economic Development Director shall report to the City Administrator.

SECTION 2: In all other respects, Chapter 2, Article VII, Division 1, as amended, shall remain in full force and effect as previously adopted and/or amended.

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

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

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

Approved this _____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2595

**ORDINANCE AUTHORIZING SALE/DISPOSAL OF HALMATRO TRENCH AND
COLLAPSE SHORING EQUIPMENT AND SCOTT RIT PAKS WITH SCBA BOTTLES**

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 NO. 2022-2595

WHEREAS, the City of Rock Falls Fire Department owns, and has utilized previously the following equipment:

Holmatro Trench and Collapse shoring equipment (All control heads with hose kits, struts, extensions, misc. adapters and trench shoring panels)

(2) Scott RIT Paks with (2) 1 hour SCBA Bottles

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that:

1. Pursuant to the provisions of 65 ILCS 5/11-76-4, the Mayor and City Clerk are authorized and directed to sell/dispose of on behalf of the City of Rock Falls, the afore mentioned equipment.
2. The Mayor and City Clerk are authorized and directed to execute all documents necessary in order to complete the sale/disposal of the equipment as authorized herein.

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

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

Section 3. The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this Ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this Ordinance shall become effective upon its passage.

Section 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

AYE

NAY

CITY OF ROCK FALLS

FIRE DEPARTMENT

1013 7th Avenue Rock Falls, Illinois 61071-2854
(815) 622-1135/622-1136 FAX (815) 622-1114
www.RockFalls61071.com

Cris A Bouwens
Fire Chief
cbouwens@rockfalls61071.com

Ken Wolf
Deputy Chief
kwolf@rockfalls61071.com

Date: 12/12/2022

To: Rock Falls City Council

Reference: Disposal of used equipment

The Fire Department is requesting permission for the disposal of used City owned equipment in reference to:

(2) Scott RIT Paks with (2) 1 hour SCBA Bottles.

This equipment is no longer needed by our department since we now have our 3 new RIT Paks in service. The old RIT Paks will be donated to a local department that currently does not have any.

Respectfully submitted,



Cris A. Bouwens
Fire Chief

CITY OF ROCK FALLS

FIRE DEPARTMENT

1013 7th Avenue Rock Falls, Illinois 61071-2854
(815) 622-1135/622-1136 FAX (815) 622-1114
www.RockFalls61071.com

Cris A Bouwens
Fire Chief
cbouwens@rockfalls61071.com

Ken Wolf
Deputy Chief
kwolf@rockfalls61071.com

Date: 12/12/2022

To: Rock Falls City Council

Reference: Disposal of used equipment

The Fire Department is requesting permission for the disposal of used City owned equipment in reference to:

Holmatro Trench and Collapse shoring equipment including: All control heads with hose kits, struts, extensions, misc. adapters and trench shoring panels.

This equipment is over 20 years old and is no longer needed by our department. It will be donated to a dedicated Tech Rescue Team that will utilize this equipment when needed.

Respectfully submitted,



Cris A. Bouwens
Fire Chief

CITY OF ROCK FALLS

ORDINANCE NO. 2022-2596

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE OF REAL PROPERTY
RELATING TO MICRO INDUSTRIES BUILDING
PIN: 11-28-276-002**

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 NO. 2022-2596

**ORDINANCE APPROVING CONTRACT AND AUTHORIZING
THE PURCHASE OF REAL PROPERTY
RELATING TO MICRO INDUSTRIES BUILDING
PIN: 11-28-276-002**

WHEREAS, there exists a certain blighted commercial property located within the corporate limits of the City of Rock Falls (the “City”), commonly referred to as the “Micro Industries Building”, with a PIN: 11-28-276-002 (the “Real Property”); and

WHEREAS, the Real Property is and has been abandoned and was further subject to a tax sale for unpaid real estate taxes; and

WHEREAS, as a result of said tax sale, Whiteside County, as Trustee, holds fee simple title to the Real Property; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code, the City may acquire and hold real property for corporate purposes; and

WHEREAS, in an effort to encourage and facilitate further economic development within the area of the City in which the Real Property is located, the Mayor and City Council of the City (collectively, the “Corporate Authorities”) desire to purchase and acquire the Real Property on behalf of the City; and

WHEREAS, Whiteside County, as Trustee, has prepared a real estate purchase contract in the form attached hereto as Exhibit A (the “Contract”), for the purchase of the Real Property at a price of \$7,011.00 (the “Purchase Price”); and

WHEREAS, the City has received a Phase I Environmental Site Assessment with respect to the Real Property; and

WHEREAS, the Corporate Authorities find and determine that the best interests of the City and its residents will be served by acceptance of the Contract by the City and the purchase of the Real Property for the Purchase Price.

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

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

SECTION 2: The Contract is hereby accepted by the Corporate Authorities for the purchase of the Real Property for the Purchase Price.

SECTION 3: The City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this ordinance shall become effective upon its passage.

SECTION 4: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Contract for the purchase of the Real Property, which Contract shall be substantially in the form attached hereto as Exhibit A.

SECTION 5: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the conveyance herein authorized.

SECTION 6: If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7: All ordinances, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this ____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

AYE

NAY

EXHIBIT A

(attach real estate contract)

WHITESIDE COUNTY TAX AGENT

TELEPHONE (618) 656-5744
TOLL FREE (800) 248-2850
FACSIMILE (618) 656-5094

141 ST. ANDREWS AVENUE
P.O. BOX 96
EDWARDSVILLE, ILLINOIS 62025

October 20, 2022

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

Transaction Number: 1022929
Parcel Number: 11-28-276-002
Property Address: 300 W. 2ND ST.

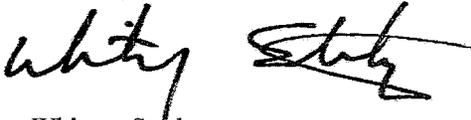
Dear City of Rock Falls,

Enclosed is a purchase contract to enable the City of Rock Falls to acquire the requested parcel. The purchase price is based upon bids received at the annual Surplus Auction and also covers the delinquent property taxes due on the property.

Please return **the signed contract** along with a check in the amount of \$7,011.00 payable to the Whiteside County Trustee Payment Account to the address shown above. This amount is made up of \$6,953.00 for purchase plus \$58.00 for recording.

Upon approval by the County Board Chairman, we will return an acknowledged copy of the purchase contract and process the conveyance. If this property is being purchased for demolition, please notify the Assessor in your county and apply for an exemption when the demolition is complete. If you have any questions, please contact me.

Sincerely yours,



Whitney Strohmeier



PURCHASE CONTRACT

SELLER: Whiteside County, As Trustee

PURCHASER: City of Rock Falls

SUBJECT PROPERTY: 11-28-276-002

PROPERTY ADDRESS: 300 W. 2ND ST.

TOTAL CONSIDERATION (Purchase Price + Recording Fee): **\$7,011.00**

SELLER agrees to sell and PURCHASER agrees to purchase, the SUBJECT PROPERTY for the TOTAL CONSIDERATION payable on execution hereof.

SELLER will convey and quitclaim the SUBJECT PROPERTY to PURCHASER within 90 days after the date hereof. The deed will be returned to PURCHASER directly from the Office of the Recorder of Deeds after recording.

SELLER makes no warranty or representation, of any kind or nature, as to the condition of title to the SUBJECT PROPERTY or as to the physical condition of any improvement thereon, each of which PURCHASER accepts "as is" and with all faults.

SELLER hereby grants to PURCHASER all of SELLER'S right of possession of the SUBJECT PROPERTY and any improvement thereon, and PURCHASER assumes such right of possession and the risk of loss or damage to any such improvement, and agrees to hold SELLER harmless and indemnified from any claim arising out of the condition thereof, as of this date. No personal property is sold or purchased hereunder.

PURCHASER hereby assumes all taxes and assessments upon the SUBJECT PREMISES beginning January 1 of the year 2023.

PURCHASER may, at its expense and option, obtain such title reports and surveys as to the SUBJECT PREMISES as PURCHASER may desire. PURCHASER shall advise SELLER in writing within 30 days after date hereof concerning any defect in the condition of title disclosed by such reports or surveys and rendering the title unmarketable. In the event of such notice, the conveyance to PURCHASER shall be delayed pending SELLER'S efforts to resolve the same. In event SELLER is unable or unwilling to cure such defects within a reasonable time after notice thereof, PURCHASER may elect to cancel and terminate this agreement and the rights and obligations of the parties hereunder, and in such event, SELLER shall refund to PURCHASER all sums paid hereunder if PURCHASER shall so elect. Failure to notify SELLER of any objectionable title defect as above said shall constitute a waiver thereof.

Neither of the parties hereto may assign or delegate the rights or obligations of such party hereunder without the prior express written consent of the other. All notices to the parties concerning the subject hereof shall be transmitted to the addresses set forth below their respective signatures.

Dated this _____ day of _____, 2022.

SELLER:

PURCHASER:

By: _____

By: _____

SELLER ADDRESS:
c/o Delinquent Tax Agent
P. O. Box 96
Edwardsville, IL 62025-0096

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

POSITION DESCRIPTION CITY OF ROCK FALLS

POSITION: Meter, Generation Department
REPORTS TO: Director or Operation Manager of Electric Department

PRIMARY RESPONSIBILITIES

- Perform all work in a safe manner, install all materials per specifications and use proper standard utility practices. Follow all manual and policies supplied by the City of Rock Falls.
- Oversee substations, generator sites and transmission meter points
 - Track battery and changeouts
 - Relay and switch cabinet upkeep
 - Record keeping and provide reports as needed
- Perform all metering functions including
 - Single Phase, Three Phase and Three Phase Instrument Rated
 - CT wiring and Testing
 - Bench testing of all types of meters
 - Read remaining meters during AMI Transition
- Maintain City vehicles and equipment per operating manuals supplied.
- May be assigned to work with line crew as workload dictates
- Participate in on-call rotation
- All other duties as assigned

QUALIFICATIONS:

- High School Graduate or GED
- Journeyman Lineman w/ completion of approved lineman apprenticeship program
- Computer skills
 - Outlook
 - Word
 - Excel
 - GIS
- Maintain an Illinois CDL Class "A" Driver's License.
- Have completed a Substation Maintenance program and Electric Utility Metering program and/or be willing to participate and complete substation maintenance program and 3 sub-specialist certificates through T.V.P.P.A. within ____ years of start date.
 - Substation Maintenance Program
 - Our Substation Maintenance program is a two-tiered program with hands-on labs. The first tier consists of completing a core curriculum of two required courses. Much like a college curriculum, there are three specialist certificate options after completing the core: Substation Maintenance, Relay & Protection, Electric Utility Metering.
 - The core curriculum of the program covers all the components of an electric power system from production to consumption. It also covers the principals of circuit calculations that include inductors and capacitors, items such as the relationships of voltages in currents across different transformer configurations, AC power calculations, and metering fundamentals. Students will learn the basic math skills needed to perform calculations used in the industry.
 - Electric Utility Metering
 - This is a detailed study of all aspects of metering AC circuits at the transmission, distribution, and customer levels. Topics such as different the different types of meters, metering that is provided by protective relays, Automated Metering Infrastructure (AMI), Smart Grid access to meters, and communication fundamentals of network and wireless systems are included. Testing equipment and procedures will also be included in this module.

- Laboratory sessions provide training with single-phase hookups, single-phase network metering, self-contained polyphase, three-phase hookups, delta and Wye hookups, test board applications, and recent developments in electronic register testing, maintenance, and programming.
- Substation Maintenance Specialist
 - This specialist certificate course will cover in detail typical maintenance tasks needed to keep substation equipment healthy, maximize lifespan, and minimize failures. Some examination of typical preventative maintenance programs including transformer oil testing, temperature maintenance of transformers, circuit breaker mechanisms, characteristics of gas insulated switchgear and electrical busses. There will be a data application section that shows how various types of substation data can be used to predict failures so costly failures are avoided and reliability of the grid is increased.
 - The two hands-on laboratory sessions provide training in electrical safety, AC and DC instruments, inspection, testing and maintenance of various substation equipment, cable testing, fault finding, and low resistance measurement.
- Relay & Protection
 - This course is designed with detailed study of the different types of protective relays, the application of those relays to specific configurations, and a deep dive into the criticality of the timing relationships between various types of devices. The student will be looking at the tools used to set microprocessor relays, and the aspects of the cyber security of the communication wide area and local area networks. An overview of test equipment and testing procedures will be integrated into this specialist certification.
 - **Relay Lab:**
This 5-day lab covers the following: Basic relay co-ordination, Zones of Protection, Relay testing and programming of Schweitzer 351, Standard Electromechanical Relay, Dispatcher Training, Operations Training for How to read One lines, Primary Maps coordination of fuses, ocrs, sectionalizers and S&C Change over devices.

KNOWLEDGE OF:

34.5 KV transmission systems
 12.4/7.2 KV distribution systems
 Hydro Maintenance is preferred

ABILITY TO:

Capable of working in a solo role or as a team member
 Capable of training apprentice lineman
 Ability to lead others as needed
 Live within 30 minutes of the Operating Center

PHYSICAL DEMANDS

- Personnel must be physically able to climb a 30-foot ladder carrying 30-pounds of tools and equipment and work off the top of the ladder at arms reach for 30 minutes
- Be physical fit to climb a 70-foot poles and install equipment weighing up to 70-pounds
- Be physically able to bend over for extended periods working below ground level installing equipment and operating hand tools up to 30-pounds.
- Able to withstand weather conditions of the Midwest from extreme hot to extreme cold conditions for extended time periods.

- Able to work extended hours as needed

WORK ENVIROMENT

JOB HAZARD/RISK FACTORS:

APPROVED BY:

City Council

Date

Ad for

General Description

Required qualifications

Remarks

Equal opportunity employer

SIDE LETTER OF AGREEMENT

This Agreement is made and entered into as of this ___ day of December, 2022 by and between the CITY OF ROCK FALLS, ILLINOIS (“Employer”) or (“City”) and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION NO. 196 (“Union”) as follows:

WHEREAS, the parties have previously entered into a Collective Bargaining Agreement governing the terms and conditions of employment of members of the Union, most recently a Collective Bargaining Agreement effective September 1, 2019 for a four-year term (“CBA”); and,

WHEREAS, the City has established a new position, within the bargaining unit, for “Meter, Generation Department;” and

WHEREAS, the parties desire to provide for the terms and conditions of compensation that accompany the position.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and as contained within the terms of the CBA, it is agreed that:

1. Starting salary for the Meter, Generation Department, shall be same as the base salary of a lineman. If any existing bargaining unit employee is selected for the position, their base pay in this position their current hourly wage, i.e. salary.
2. The Meter, Generation Department, position shall be required to complete education and training through the TVPPA completing the same within four (4) years. This training shall begin within thirty (30) days of the initial start/date. Costs of the training will be paid for by the City. Training shall consist of:
 - a. Substation Maintenance Program
 - i. Unit One Basic Math and Electricity
 - ii. Unit Two Fundamentals of Alternating Current
 - iii. Unit Three Substation Operation and Maintenance
 - a. Lab A Introductory
 - b. Lab B Advanced
 - b. Electrical Metering Program
 - i. Unit Three Electrical Metering
 - ii. Lab
 - c. Protective Relaying Program
 - i. Unit Three Applied Protective Relaying
 - ii. Protective Relaying Lab

3. Upon successful completion of the combination of Unit One & Unit Two of the TVPPA training, the individual shall receive a seventy-five-cent raise. (.75). Upon successful completion of each of the Unit Three components, the individual shall receive a seventy-five-cent raise. (.75 X 3)
4. Effective December _____, 2022, to the extent impacted, the terms and conditions set forth in the CBA shall be replaced by and modified by the terms of this Side Letter of Agreement.
5. The City agrees that in filling this position it will follow the internal posting/bidding provisions of the CBA.
6. This Side Letter of Agreement shall automatically terminate on August 31, 2023 the date coincident with expiration of the current CBA between the Union and the Employer.

Dated as of the ____ day of December, 2022.

CITY OF ROCK FALLS

IBEW LOCAL 196

By: _____
Mayor

By: _____
Title: _____

ATTEST:

City Clerk

TURBINEPROs

A TOSHIBA AMERICA ENERGY SYSTEMS COMPANY

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.

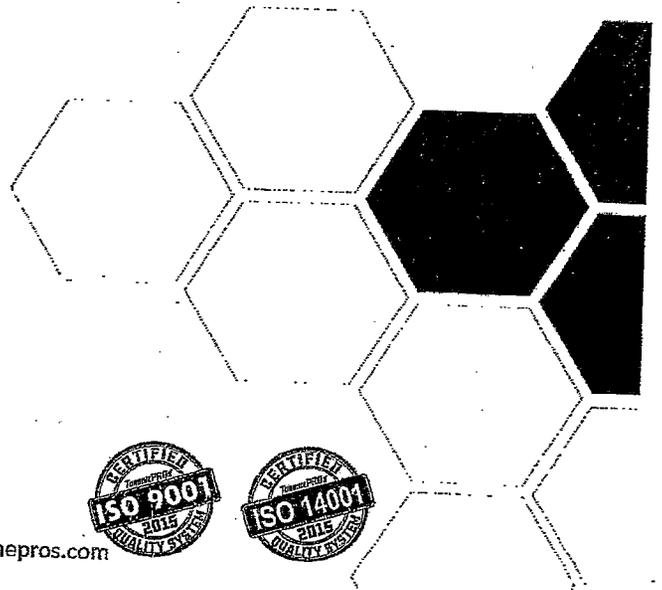
Thank you for this opportunity and look forward to your decision favoring our proposal.

Best regards,

TurbinePROs

John Loubier

John Loubier
President/CEO



PEOPLE. SAFETY. QUALITY. SCHEDULE. VALUE.
O 423.622.2910 | TF 877.363.5703 | F 423.622.2892
910 Creekside Road | Suite D1 | Chattanooga, TN 37406 | www.turbinepros.com



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

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TOOL RENTAL RATES

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PROJECT REFERENCES

CONTRACTORS LICENSE

TERMS AND CONDITIONS

PEOPLE. SAFETY. QUALITY. SCHEDULE. VALUE.

☎ 423.622.2910 | TF 877.363.5703 | F 423.622.2892

910 Creekside Road | Suite D1 | Chattanooga, TN 37406 | www.turbinepros.com



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

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.**

PEOPLE. SAFETY. QUALITY. SCHEDULE. VALUE.

☎ 423.622.2910 | TF 877.363.5703 | F 423.622.2892

910 Creekside Road | Suite D1 | Chattanooga, TN 37406 | www.turbinepros.com



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

T&M RATES

Local #Illinois Whiteside County Prevailing Wage

ESTIMATED Dates: June 1, 2022 - May 31, 2023

Day Shift	ST	OT	DT	TT	Per Diem
Technical Advisor	\$190.00	\$240.00	\$240.00	\$190.00	\$250.00
Project Manager	\$146.48	\$196.49	\$246.50	\$146.48	\$150.00
Craft Labor Supervisor	\$142.66	\$190.89	\$239.12	\$142.66	\$150.00
TurbinePROs MWGF	\$120.71	\$158.73	\$196.75	\$120.71	\$150.00
TurbinePROs MWF	\$114.09	\$149.04	\$183.98	\$114.09	\$145.00
TurbinePROs Lead MW	\$107.48	\$139.35	\$171.21	\$107.48	\$145.00
Local Millwright	\$106.33	\$137.62	\$168.92	\$106.33	\$75.00
Night Shift	ST	OT	DT	TT	Per Diem
Technical Advisor	\$190.00	\$240.00	\$240.00	\$190.00	\$250.00
Project Manager	\$147.24	\$197.61	\$247.97	\$147.24	\$150.00
Craft Labor Supervisor	\$143.42	\$192.01	\$240.60	\$143.42	\$150.00
TurbinePROs MWGF	\$121.47	\$159.85	\$198.22	\$121.47	\$150.00
TurbinePROs MWF	\$114.86	\$150.16	\$185.46	\$114.86	\$145.00
TurbinePROs Lead MW	\$108.24	\$140.47	\$172.69	\$108.24	\$145.00
Local Millwright	\$107.08	\$138.72	\$170.36	\$107.08	\$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.**

PEOPLE. SAFETY. QUALITY. SCHEDULE. VALUE.

O 423.622.2910 | TF 877.363.5703 | F 423.622.2892

910 Creekside Road | Suite D1 | Chattanooga, TN 37406 | www.turbinepros.com



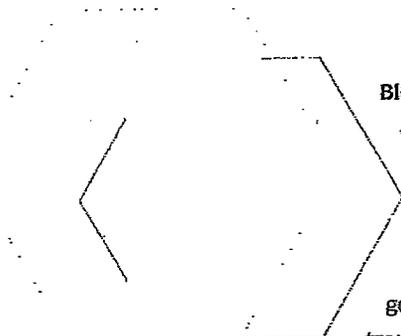
Field & Specialty Services for All Rotating Equipment. All OEMs.

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

BIO

A dynamic self-starter, team oriented and performance driven engineering professional with an extraordinary blend of leadership, business, and hydro electric industry knowledge. Recognized for keen ability to communicate with diverse groups, customers and individuals. Ability to motivate team members to enhance strategic goals and bottom line objectives. Creative problem solving and troubleshooting skills complemented by meticulous and creative detail to customer work scopes and specifications.

EDUCATION

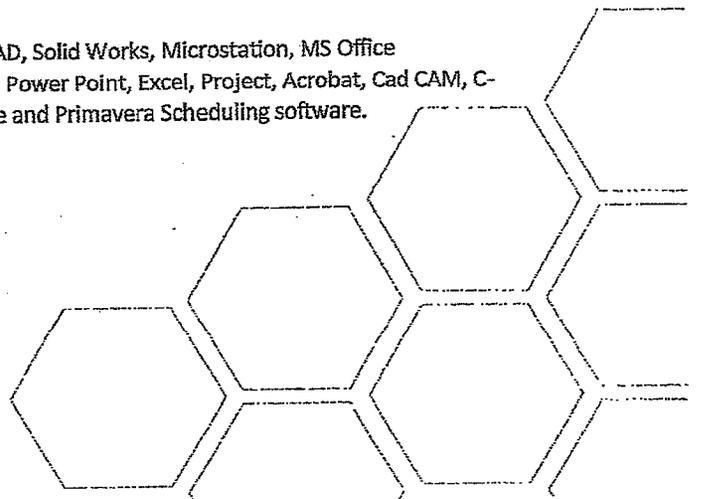
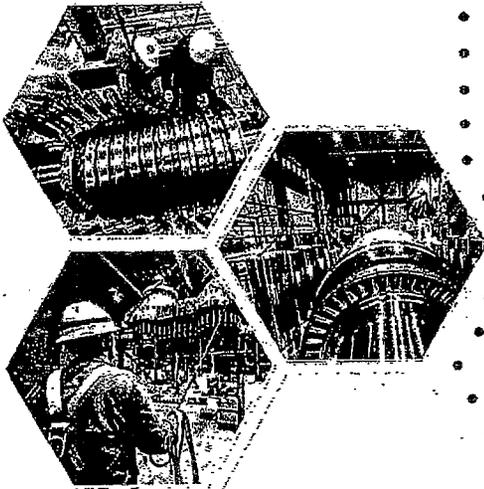
- BS- Mechanical Engineering, University of Tennessee at Chattanooga
- Certified Associate Welding Inspector
- Trained Job Auditor ISO 9000/9001
- Faro Ion Trained Operator
- OSHA 10, 30 Certified
- PMP Certification – Estimated Completion - October 2017

EXPERIENCES

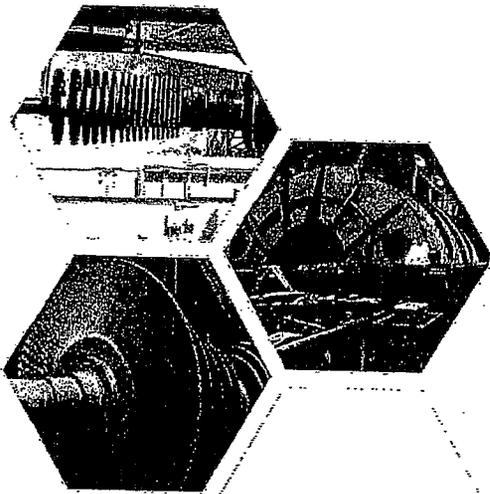
- Project Management
- Engineering Management
- Business Case Study
- Multi-Project Coordination
- Estimating
 - Consultant/Collaborator
 - Communicator
 - Creative Problem Solving
- Capital Equipment
- Technical Sales
- Relationship Builder
- Assessment/Design/Implementation

TECHNOLOGY

- Strengths in AutoCAD, Solid Works, Microstation, MS Office applications, Word, Power Point, Excel, Project, Acrobat, Cad CAM, C-Spec Weld Software and Primavera Scheduling software.



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)

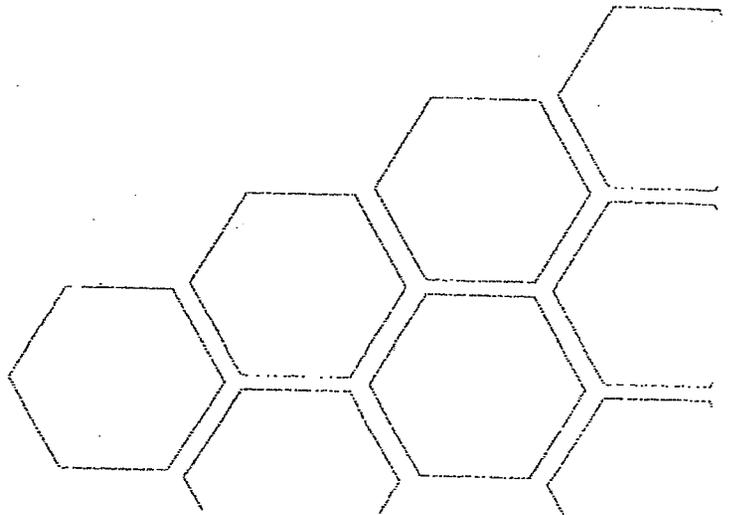
- Responsible for Auto Cad and design of clinker transport ducts and other Miscellaneous ducts for concrete plants

Cleaning Equipment Unlimited (2007-2010)

- Mechanic, Junior salesman

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

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



Tim Collins, CWI**Project Manager/Project Engineer/Welding Director****EDUCATION****University of Tennessee at Chattanooga**

Bachelor of Science in Mechanical Engineering

Graduation Date, December 18, 2010

CERTIFICATIONS

- Certified Welding Inspector since 2012 with the American Welding Society, expiration 11/1/2024
- Engineering Intern (EIT) Certificate Number 28777, 22nd December 2010
- OSHA 10/30, trained 6/14/2011 & 7/11/2012
- Qualified Person, Rigging & Signaling through Overton

SKILLS

- Solidworks 3D CAD modeling, detailed drawings with GD&T and finite element analysis (FEA).
- Welding and welding processes for AWS D1.1, D1.2, D1.6, ASME Section IX and brazing (carbon steels, stainless steels, 1.25 chrome, 2.25 chrome, cast iron, nickel aluminum bronze, Nitronic 60, Stellite)
- ASME Bolted Joint, Gasket & Design
- Machining processes – field machining, hydroelectric discharge rings (large diameter embedded components up to 34', line boring, turning large turbine shafts, flange facing and building custom machining tools and machines.
- Precision instruments, taking, reading and understanding measurements
- Field management of craft labor both union and non-union (Canada and US)
- Punctual at completing tasks on-schedule and on budget
- Computers, set up, software/hardware, communication
- Extensive testing and troubleshooting experience
- Proficient with Microsoft Suite and Microsoft Project
- Heavy rigging and lifting
- Proficient with electrical circuits, installation, schematics and diagrams
- Quality Control/Quality Assurance

PROJECT EXPERIENCE SUMMARY

- NIPSCO, Norway & Oakdale - Multi Unit Refurbishment
- Brookfield, Harris Hydro – U2 Runner Welding
- Alliant Energy, Kilbourn Dam – U1 Lower Bearing Replacement
- GRDA, Salina Dam – U1 Technical Field Advisor
- Xcel Energy, St. Anthony Falls – Multi Unit Repairs
- LCRA, Marshall Ford U1 - Facing Plate Weld Repairs
- Toshiba, Ludington Pumped Storage – Line Boring Stand Design & Machining

TURBINEPROS®

T-G FIELD SERVICES

PEOPLE, SAFETY, QUALITY, SCHEDULE, VALUE

- 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
Engineering Intern

Chattanooga, TN

August 2009-December 2010

STREET ADDRESS: 910 CREEKSIDE RD. SUITE D1 CHATTANOOGA, TN 37406 - WWW.TURBINEPROS.COM

- Responsible for maintaining and repairing automatic downloading processes and manually downloading and repairing power quality monitors and digital fault recorders. Emailing engineers and technicians about problems in the field or when power quality monitors require a site visit to be repaired.
- Scheduling maintenance for power quality monitors
- Providing technical support for technicians in the field.
- Downloading information for engineers and providing support for technicians in the field.
- Configuring and programming power quality monitors.

MILITARY SERVICE

US Marine Corps

August 2000-August 2005

Supervisor/Inspector/Flight Crew for Helicopters

- Obtained and maintained secret clearance
- Prepared maintenance schedules and duty rosters
- Assigned and supervised maintenance tasks
- Identified problems and implemented solutions
- Made sure all assigned tasks were completed correctly and on time
- Responsible for drive systems, turbo shaft turbine engines, flight controls, flight safety, and for vibe analysis during testing
- *Safety inspector* for all shops
- *Helicopter aircrew* responsible for safety of the aircraft and flight crew during flight and on land
- DD 214 available upon request

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-current
NIPSCO Monticello, IN -Norway Dam Unit 1 Refurbishment Nov 2020-current

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

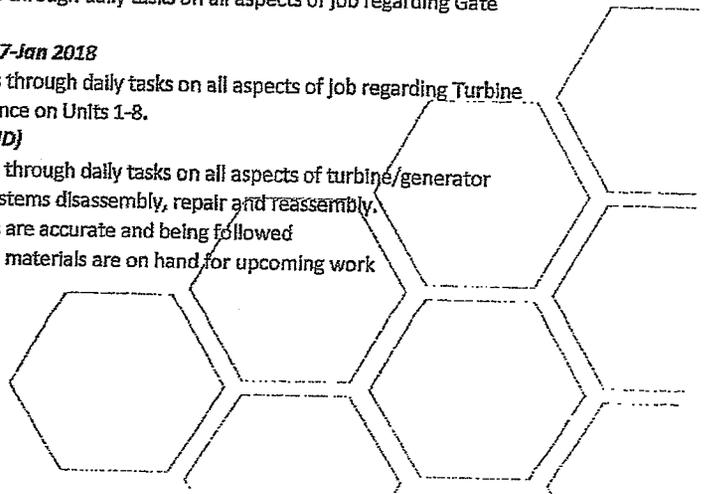
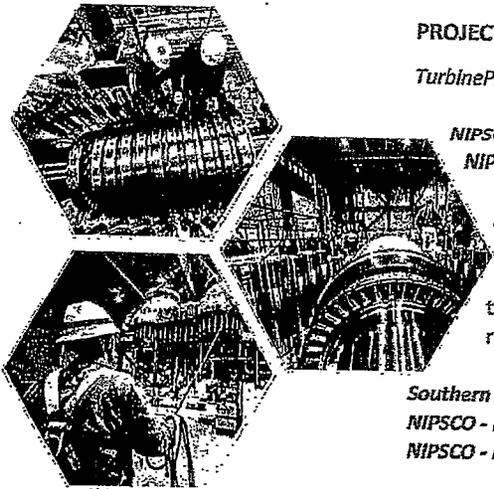
- Oversee crewmembers through daily tasks on all aspects of job regarding Gate Drive Conversion.

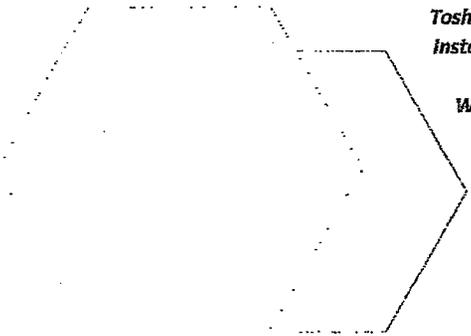
Xcel Energy – St. Croix Nov 2017-Jan 2018

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

Wells Dam (Douglas County PUD)

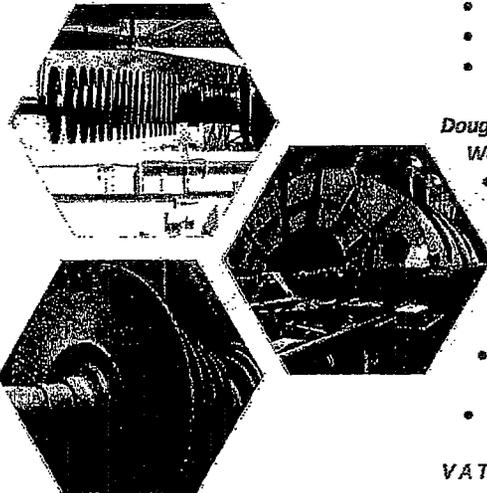
- Oversee crewmembers through daily tasks on all aspects of turbine/generator and balance of plant systems disassembly, repair and reassembly.
- Ensure that procedures are accurate and being followed
- Ensure that tooling and materials are on hand for upcoming work





WILLIAM C. MORGAN

PROJECT MANAGER / ESTIMATOR



Toshiba International Corp. – Toshiba America Energy Systems – Turbine/Generator Installation Manager – Quality Control (June 2012-June 2015)

Wells Dam (Douglas County PUD)

- Oversee crewmembers and subcontractors through disassembly, refurbishment and reassembly of the generator, turbine and balance of plant systems.
- Work with subcontractors to ensure they were on site when scheduled, the site was ready for them and that the contracted work was being done to the correct specifications.
- Travel to inspect components being refurbished off site to ensure the work is being done per the specification and tolerances are being met.
- Worked with engineering and the customer to help develop and write procedures and ITP's for all aspects of the unit refurbishment including As-Found Readings, Disassembly, Unit Centerline, Runner Disassembly and Reassembly, Unit Reassembly.
- Inspect incoming parts to ensure they meet print requirements.
- Help develop overall outage schedule.
- Developed a major tooling list and consumables list for the project.

Douglas County PUD – Journeyman Hydro Mechanic (January 2007-June 2012)

Wells Dam (Douglas County PUD)

- General repair and operation of generating units including water cooling systems, governor systems, greasing systems, unit alignment, shift ring and wicket gate setup, packing box refurbishment, cavitation repair, oil systems, bearing setup: (generator and turbine), general fabrication
- Also perform maintenance on fish ways and fish pumps, oil/water separator system, gantry cranes, spill gates and hoist ways,
- Also responsible for all paint and specialty protective marine coatings throughout the plant.
- Familiar with all plant systems and plant operation

V A Tech Hydro (Andritz) – Journeyman Millwright/Working Foreman (5 ½ years)

Hyatt (Department of Water Resource) - Millwright Foreman

Grand Coulee (USBR) – Millwright Foreman

Flaming Gorge (USBR) – Millwright

Rock Island (Chelan County PUD) – Millwright Foreman

- All aspects of Hydro-Turbine teardown, repair, maintenance and assembly
- Lead crane operator on site (lifts up to 625 Tons)
- Set up and operation of field machining equipment from stay ring flange to draft tube (facing plate seat, wear band seats, parking ledge, discharge ring, o-ring groove, stay ring, bearing housing seat, etc.)
- Line boring (Climax boring bar equipment)
- Stay vane modifications: Cutting, fitting, and welding of stay vanes, stay vane extensions, fairing plates, water passage modifications.
- Rehabilitation, cleaning, and modification of old parts being re-used and new parts going into the rework of the turbine/generator assembly.
- Unit alignment; bearing setup and adjustment. I have in the past been involved in minor bearing contouring, (turbine guide bearing, upper and lower generator guide bearings).
- Familiar with the use of: Hy-torque, Francis torque-lite, Lamina drills, and Quickway boring equipment.
- While on site at Grand Coulee, I was directly involved in the removal and replacement/setup of the city water supply pumps.

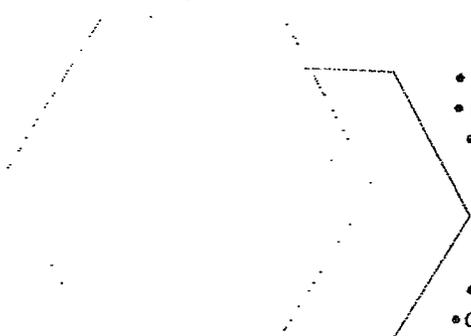
Weldmart Inc. – Journeyman Millwright (2 ½ years)

Kentucky Dam (Tennessee Valley Authority) – Millwright

Cabinet Gorge (Avista) – Millwright

Rocky Reach (Chelan County PUD) – Millwright

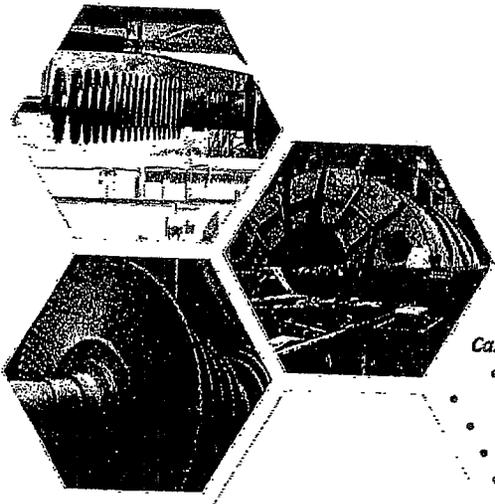
West Point (Army Corps of Engineers) – Millwright



- 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

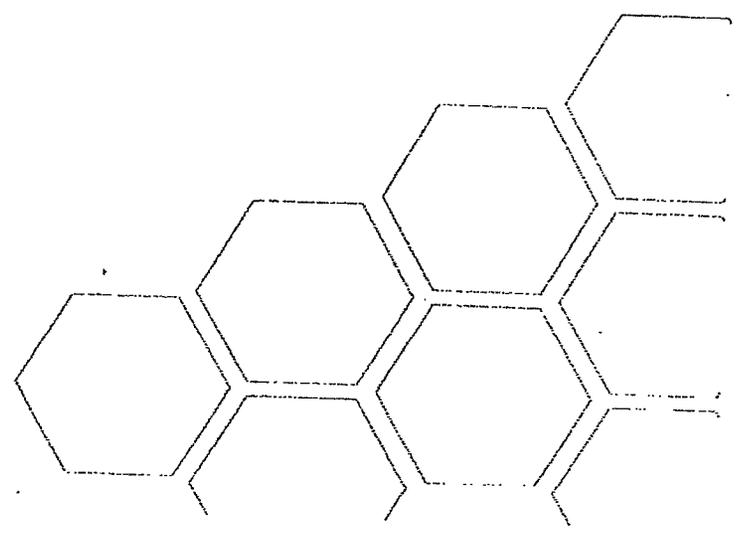
Marson & Marson Lumber – Crane Operator/Maintenance Supervisor/Truck and Driver Foreman (5 years)



- 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



BIO

To be a dedicated employee with over 19 years hydro experience, 23 years Millwright experience, Over 15 years Supervisory Experience, and 27 years Precision Machinist experience to an organization who appreciates my loyalty, honesty, hard work and ability. Use my work ethics, Millwright and precision experience, metal fabricating, and complete Turbine/Generator overhauls to benefit the company and myself to the highest possible degree. Maintain good working relationships of management, fellow co-workers and customers.

DAVID BROWN

FIELD SUPERVISOR/ESTIMATOR

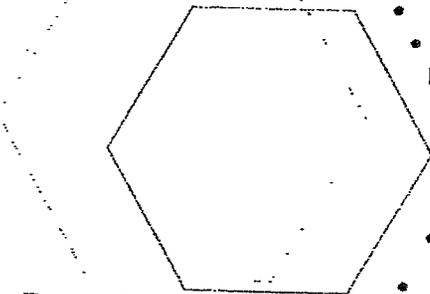
TECHNOLOGY/EDUCATION & SKILLS

- In-Place Machining/Line Boring
- Laser Alignment/Rot-align & Opt-align
- Faro Laser Tracker
- Hydro Electric Unit Refurbishment
- Certified in Heavy Rigging
- Certified – Over Head Crane
- Hazmat
- PPE & Respirator/Pulmonary Certified
- First-Aid
- Rescue & CPR Training
- Confined Space Training
- Lead Awareness
- Asbestos Awareness
- 30 Hour OSHA

EMPLOYMENT HISTORY

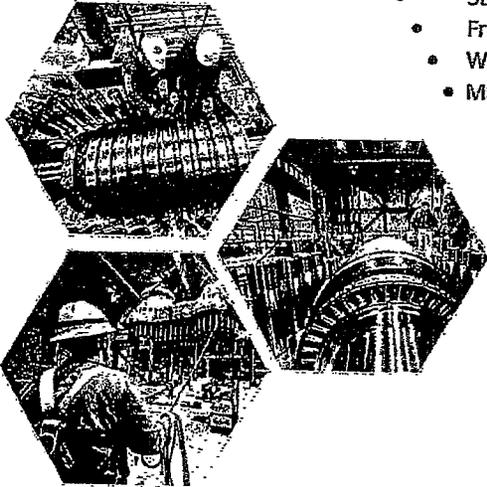
TURBINEPROS, LLC LEAD MILLWRIGHT/SITE SUPERVISOR (2019-PRESENT)

- Harris Dam, West Forks, NH – Site Supervisor
- Gaston Dam, NC – Site Supervisor
- Kilbourn Hydro, WI – Site Supervisor
- RB Simms Treatment Plant, SC
- Ludington Pump Storage – (Nigh shift Supervisor)
- Bear Swamp, MA - Site Supervisor
- Blue Mesa, CO – Site Supervisor
- Rapidan Dam, MN
- St. Anthony Falls, MN
- Jim Woodruff Lock & Dam - Millwright
- Walter F George – Millwright (Disassembly/Refurbishment/ Reassembly/Field Machining)
- Buford Dam – Millwright (Governor Warranty Work) -
- Hyatt Dam – Millwright (Field Machining/ Line-Boring)
- Chandler Power and Pumping Station – Site Supervisor - (Line Boring- D/R Machining Units 1-2)
- 99 Island Dam – Millwright (Unit Disassembly Units 1-4)
- Rocky Mountain Pump Storage Site Supervisor -(Field Machining D/R – Line Boring – Disassembly/Re-assembly Units 1-3)
- Lower Granite Dam – Machinist (Discharge Ring Machining)
- Safe Harbor Dam – Machinist (Line-Boring/ Turbine Guide Bearing Seat
- Carters Dam – Site Supervisor (Field Machining Unit 3, Runner Crack and Cavitation Repair Unit 2)

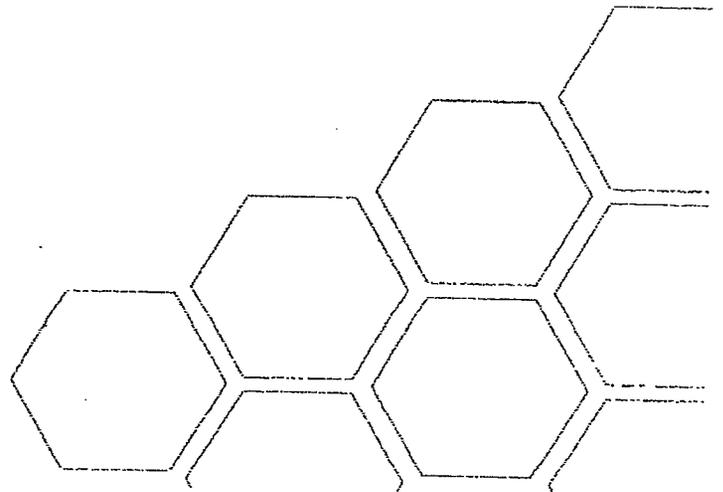
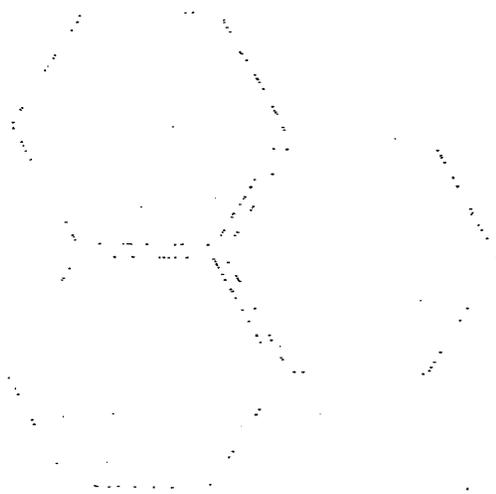


DAVID BROWN

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 & #	Turbine Horsepower	Turbine Diameter	Head Ft.	Pounds/Repair
U.S. Bureau of Reclamation	Hungry Horse Dam	Hungry Horse, MT	2008	(4) Francis		126		2,809
U.S. Bureau of Reclamation	Grand Coulee Dam (8 Units)	Grand Coulee, WA.	2008-2014	(8) Francis		330-368		18,733
U.S. Army Corps of Engineers	Repair of Cracks in the Runner Blades of Two Turbine Units at Carters Powerhouse	Chatsworth, GA	2011	(2) Francis				Repair Cracks in 18 runner buckets in the crown area and perform general cavitation repair.
U.S. Bureau of Reclamation	Grand Coulee Dam (6 Units)	Grand Coulee, WA.	2005-2007	(6) Francis		330-368		12,011
Brookfield Power	Hawks Nest (3 Units)	Gauley Bridge, WV	2007	(2) Francis		168		1,345
Discharge Ring Cavitation Repair and Field Machining Combined								
Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & #	Turbine Horsepower	Turbine Diameter		Pounds / Length of Repair
TVA	Douglas Dam	Dandridge, TN	2018	Unit 1				
TVA	Norris Dam	Norris, TN	2018	Unit 1				
Toshiba International Corporation	Wells Dam	Chelan, WA	2009-2010	(10) Kaplan		292		22,000 lbs./88" Band
U.S. Army Corps of Engineers (Sub to Dix Corporation)	Lower Granite (2 Units)	Pullman, WA	2005-2008	(2) Kaplan		312		6000lbs/60" Band
Field Machining Experience								
Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & #	Turbine Horsepower	Turbine Diameter		Type of Field Machining
Oglethorpe Power Corp.	Rocky Mountain	Rome, Ga.	2008-2011	(3) Pump/Turbine		220		Field Mach. W/Rings & Fits. Line bore W/Gate Bores, S/Ring Flanges
Safe Harbor Water Corporation	Safe Harbor	Conestoga, PA	2006-2007	(1) Kaplan		225		Field Mach. Discharge Ring Line bore W/Gate Bores, S/Ring Flanges
Gracon (BOR)	Chandler	Benton, WA	2008-2007	(2) Francis		80		Field Mach. W/Rings & Fits. Line bore W/Gate Bores, S/Ring Flanges
U.S. Army Corps of Engineers	Carters Dam	Chatsworth, GA	2005-2007	(1) Pump/Turbine		248		Line Bore W/Gate Bores, Field Mach End seals & Facing Plates, Line Bore Coupling Bolt Holes
Technical Direction Experience								
Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & #	Turbine Horsepower	Turbine Diameter		Type of Technical Direction
First Energy Corporation	Seneca Powerhouse	Warren, PA	2010	(2) Pump/Turbine		220		Scheduling/Planning
Unit Disassembly/Reassembly & Repair/Upgrades								
Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & #	Turbine Horsepower	Turbine Diameter		Scope
Nortan	Hull 1	Gatineau, QC, CAN	Disassembly 08/2018-09/2018; Install 09/2018-current	Unit 1				Unit 1 Install
Alta Gas	Forest Kerr	British Columbia, CAN	2017	9 Units	195 MW			New Installation
Alta Gas	McLymont Creek	British Columbia, CAN	2017	4 Units	86 MW			New Installation

TURBINEPROs

TURBINEPROS, LLC HYDRO EXPERIENCE LIST

Company/Division Name	Project Title	Location of Project	Date of Performance	Type of Unit & #	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	Welsh Dam	Leesburg, AL	11/20/2019 - 12/23/2019					U1 Bearing Refurb
Southern Company/Alabama Power	Mitchell Dam	Verbena, 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	11/2018-08/2019	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	(8) Pump/Turbines		328		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



By Authority of the
City of Rock Falls
Rock Falls, IL 61071

A Contractor Registration is Hereby Issued to

TURBINEPROS LLC
14510 NORTHDAL BLVD
ROGERS, MN 55374

REGISTRATION #20210673

ISSUED: 10/07/2021 EXPIRES: 04/30/2022

CONTRACTOR # 22-TURBINE
NAME TURBINEPROS LLC
ADDRESS 14510 NORTHDAL BLVD
CITY ROGERS
STATE MN ZIP 55374-0000
PHONE (612) 279-8145
CONTACT

CATEGORY CODES

INSURANCE COMPANY WILLIS TOWERS WATSON SOUTHEAST
EXPIRES 04/01/2022
BOND COMPANY HARTFORD
AMOUNT \$15,000.00
EXPIRES 10/06/2022
STATE CERTIFICATE
EXPIRES
STATE LICENSE
EXPIRES

SIGNATURE:

Jessica Mangan

DATE: 10/07/2021

PLEASE REMEMBER TO SUBMIT UPDATED INSURANCE AND BOND
INFORMATION TO AVOID ANY DELAYS IN PERMIT PROCESSING



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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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Customer shall pay TurbinePROs a price adjustment, based on TurbinePROs' ability to reasonably reallocate manpower during the suspension or delay period, or reasonable and proper cancellation charges. Customer shall also be responsible for additional remobilization costs.

5. **PERMITS:** Customer shall, at its own expense, secure any work permits, labor permits, tax exemption certificates, or any other authorization which may be required to permit TurbinePROs to perform the required Services.
6. **TAXES:** Any applicable duties or sales, use, excise, value-added or similar taxes will be added to the price and itemized separately. In lieu thereof, Customer may provide TurbinePROs with an exemption or direct-pay certificate acceptable to the taxing authorities.

If a valid exemption certificate is provided after an invoice has been issued, a credit or refund of the taxes will be issued to Customer after such taxes have been received in full by TurbinePROs from the taxing authorities.

7. **TERMS OF PAYMENT:** Net 30 days, in U.S. dollars, from the date of invoice.
8. **SUBSTITUTION OF PERSONNEL:** TurbinePROs does not guarantee that specific individuals will be assigned to work on Customer's Project. TurbinePROs may at any time, and at its discretion, assign any of its resources to meet its obligations, and as necessary, substitute any of its personnel.
9. **MODIFICATIONS:** TurbinePROs may be required or requested by Owner to undertake additional services. Customer shall pay TurbinePROs additional compensation for the additional services performed, so long as the additional services are confirmed by Customer in writing. TurbinePROs shall be entitled, however, to rely upon oral orders from Customer, including instructions of Customer's representative at the plant, if an emergency or issue of safety to persons or property arises.
10. **HAZARD COMMUNICATION:** Customer acknowledges that 29 CFR 1910.1200, entitled Hazard Communication, may be applicable to the Services under this Contract and, if it is, Customer must comply therewith. Furthermore, Customer agrees it will provide TurbinePROs (whose employees in the performance of this Contract may be exposed to Customer's equipment) with the same information Customer is required to provide to its own employees pursuant to 29 CFR 1910.1200.

Customer shall indemnify, defend, and hold TurbinePROs harmless from any loss, liability or claim resulting from Customer's failure to comply with this clause.

11. **CONSEQUENTIAL DAMAGES:** TurbinePROs, its subcontractors and supplier of any tier shall not in any event or under any circumstance whether in contract, in tort (including negligence), or under any other legal theory, be liable for special, indirect, incidental or consequential damages, including but not limited to loss of profits or revenue; loss of use of any portion of Customer's system, equipment or property; cost of capital; cost of purchased or replacement power; fuel cost differential; or other claims by Customer for damages to Customer or to Customer's customers.
12. **LIMITATION OF LIABILITY:** THE PARTIES RECOGNIZE AND JOINTLY AGREE THAT THE REMEDIES OF CUSTOMER SET FORTH IN THESE TERMS ARE SOLE AND EXCLUSIVE. TURBINEPROS' SOLE LIABILITY TO CUSTOMER WITH RESPECT TO THE SERVICES, OR ANYTHING DONE IN CONNECTION THEREWITH, SUCH AS PERFORMANCE OR BREACH THEREOF WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY OR OTHERWISE, SHALL NEVER EXCEED THE CONTRACT PRICE.
13. **INDEMNIFICATION:** TurbinePROs agrees to defend at its sole cost and expense, indemnify and hold harmless Customer, its directors, officers, affiliates, agents, and employees from damage, loss or

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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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- (a) This Contract contains the complete agreement between the parties. All previous and collateral agreements including letters of intent, purchase orders issued by Customer, representations of warranty or conditions of purchase are void.
- (b) No waiver, alteration or modification of these provisions shall be binding upon TurbinePROs unless made in writing and signed by an authorized representative of TurbinePROs.
- (c) TurbinePROs will comply with all laws applicable to TurbinePROs. Compliance with OSHA or similar federal, state, or local laws during any operation or use of the equipment is the sole responsibility of Customer.
- (d) TurbinePROs shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors, or agents of the Customer.
- (e) Any assignment of this contract or any rights hereunder by Customer without written consent of TurbinePROs shall be void.
- (f) If one or more paragraphs of this Contract are found to be unenforceable, illegal, or contrary to public policy, or are in some other manner declared to be unenforceable by a court of competent jurisdiction, then remainder of the Contract shall remain in full force and effect to the extent possible.
- (g) Failure to exercise any right hereunder shall not be considered a waiver of such right.
- (h) Title to the equipment and its risk of loss shall always remain with Customer, notwithstanding the fact that TurbinePROs is performing Services pursuant to this Contract.

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Agreement Number: 3146
Site Name: Hennepin Canal
Location Code: 50-2761-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LEASE 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 THE CITY OF ROCK FALLS, hereinafter referred to as "LESSEE";

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 805/805-235; and

WHEREAS, LESSEE 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:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LESSEE a license to do the particular acts stated in Paragraph 4 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:

That portion of the Right (West) Reserve and seep ditch of the Hennepin Canal Feeder from the centerline of Illinois Route 40 northwesterly, a distance of 4,760 feet, more or less, to the centerline of Eleventh Street of the City of Rock Falls, in Section 34, Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside County, Illinois.

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 five (5) years, beginning on the 1st day of May, 2023, (“Effective Date”) and ending on the 30th day of April, 2028, (“Expiration Date”) unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LESSEE, for the use and occupancy of the Premises, does hereby agree to pay a lease fee of Two Hundred and Twenty Dollars (\$220) per year, due 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 timely payment of any required sum is a material breach of this Agreement and may result in termination pursuant to Section 15(B) herein.

4. PURPOSE: IDNR gives LESSEE permission to use and occupy the Premises for operating and maintaining a public storm water drainage facility only, and such use shall be subject to the additional 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 15(B) herein.

5. RESTRICTIONS ON USE: LESSEE 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 LESSEE. LESSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that

LESSEE 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 LESSEE contained herein, LESSEE 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 LESSEE 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.

6. COMPLIANCE WITH LAWS: It is agreed that LESSEE, 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. LESSEE 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.

7. PROHIBITION ON ENCUMBRANCE: LESSEE shall not allow or permit right, authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LESSEE 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 LESSEE's activity, LESSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

8. MODIFYING THE PREMISES: LESSEE shall not modify or alter the Premises or any improvement located on the Premises without the prior written approval of IDNR. If LESSEE wishes to make alterations and/or modifications to the Premises, LESSEE 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.

9. 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 LESSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises at LESSEE's expense if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character and function or use of the Premises by IDNR.

IDNR shall have the right to enforce all terms and conditions of this Agreement. Failure of IDNR to insist on the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of IDNR's right to enforce any such term or condition at any time.

10. 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 LESSEE 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 LESSEE. LESSEE 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. LESSEE 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 LESSEE’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, LESSEE 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. LESSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LESSEE shall maintain the Premises and repair and pay for any damages caused by the LESSEE or their customers, invitees, agents or guests. If LESSEE 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 LESSEE shall reimburse IDNR for the cost thereof.

E. Requests for LESSEE improvements within or for the benefit of the space(s) allocated to LESSEE shall be submitted to IDNR for approval in a timely manner.

Payment of LESSEE improvements shall solely be paid for by the LESSEE and subject to the reasonable direction and approval of IDNR.

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

G. Any maintenance activities of LESSEE, 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 LESSEE.

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

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

13. INSURANCE: LESSEE 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 days notice has been provided to the State. LESSEE 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 LESSEE's obligation to indemnify, defend, or settle any claims.

14. INDEMNIFICATION: LESSEE 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 LESSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LESSEE's, its officers, agents, guests and invitees..

15. TERMINATION: IDNR shall have the right to terminate this Agreement at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines the Premises shall be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LESSEE ninety days' written notice of its intent to terminate this Agreement. LESSEE agrees to surrender and restore the Premises and remove all personal property therefrom prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LESSEE shall not be liable for any further payments beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement if LESSEE breaches any covenant, term or condition set forth in this Agreement, is in default in payment of any sum required, or in the event of LESSEE's bankruptcy or receivership. In such an event, IDNR shall give LESSEE written notification of such breach or default, and LESSEE shall have thirty days to cure the same. If LESSEE fails to cure or remedy the breach or default within said period of time, IDNR shall have the right to terminate this Agreement. Upon such an occurrence, LESSEE shall surrender the Premises to IDNR as though the Agreement had expired at the end of its term, and restore the Premises in

accordance with the provisions of Section 11 herein. If this Agreement is terminated as a result of LESSEE's breach or default, LESSEE shall remain liable for all lease payments required by this Agreement until such time as IDNR re-lets the Premises to an acceptable party. If IDNR is unable to re-let the Premises for the amount agreed upon herein, LESSEE shall remain liable for the difference between the amount agreed upon herein and the amount paid by new lessee.

(C) IDNR and LESSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty days' advance written notice in accordance with Section 16 herein.

16. VACATING THE PREMISES: Unless renewal is arranged within sixty days prior to the expiration of this Agreement, LESSEE, immediately upon such expiration, or upon termination, shall vacate the Premises and remove all property to which LESSEE holds title, except any property permanently attached to the Premises. Should LESSEE fail to remove or dispose of LESSEE's property, IDNR will consider such property abandoned, and may claim title to such property or dispose of same at LESSEE's expense.

17. RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LESSEE shall surrender the Premises to IDNR in as good condition as when LESSEE originally took possession, ordinary wear and tear excepted. IDNR reserves the right to require LESSEE to make such repairs and restorations as it may deem necessary. If LESSEE fails to restore the Premises to IDNR satisfaction, IDNR may restore and require LESSEE 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. LESSEE shall give IDNR sixty (60) days advance notice of its intention to renew. 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 LESSEE or month-to-month agreements shall be permitted. If the Premises is not properly vacated as provided herein, LESSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement constitutes 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 herein. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LESSEE 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 LESSEE 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 LESSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LESSEE's account is not construed to constitute a novation or a release of LESSEE from further performance of its obligations under this Agreement.

21. SUPERSESSION: 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 LESSEE 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. NOTIFICATIONS: 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, Illinois 62702-1271
Telephone: 217/782-7940

Emergency Contact: Kyle Goetz
Location: Hennepin Canal
Telephone: 815/454-2328

LESSEE:

City of Rock Falls
Attn: Michelle Conklin
603 W. 10th Street
Rock Falls, IL. 61071
Telephone: 815/622-1104

Email Address:
mconklin@rockfalls61071.com

Emergency Contact: Police Dept.
Location: 1013 7th Avenue
Telephone: 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:** The Certifications attached hereto as Exhibit C are incorporated herein by reference. LESSEE agrees to at all times observe, perform and abide by these certifications, if applicable.

Agreement Number: 3146
Site Name: Hennepin Canal
Location Code: 50-2761-1

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

LESSEE:

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: _____

FEIN No.

Agreement Number: 3146
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
(Name of executive or official who will sign the agreement)

representative of said 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: _____

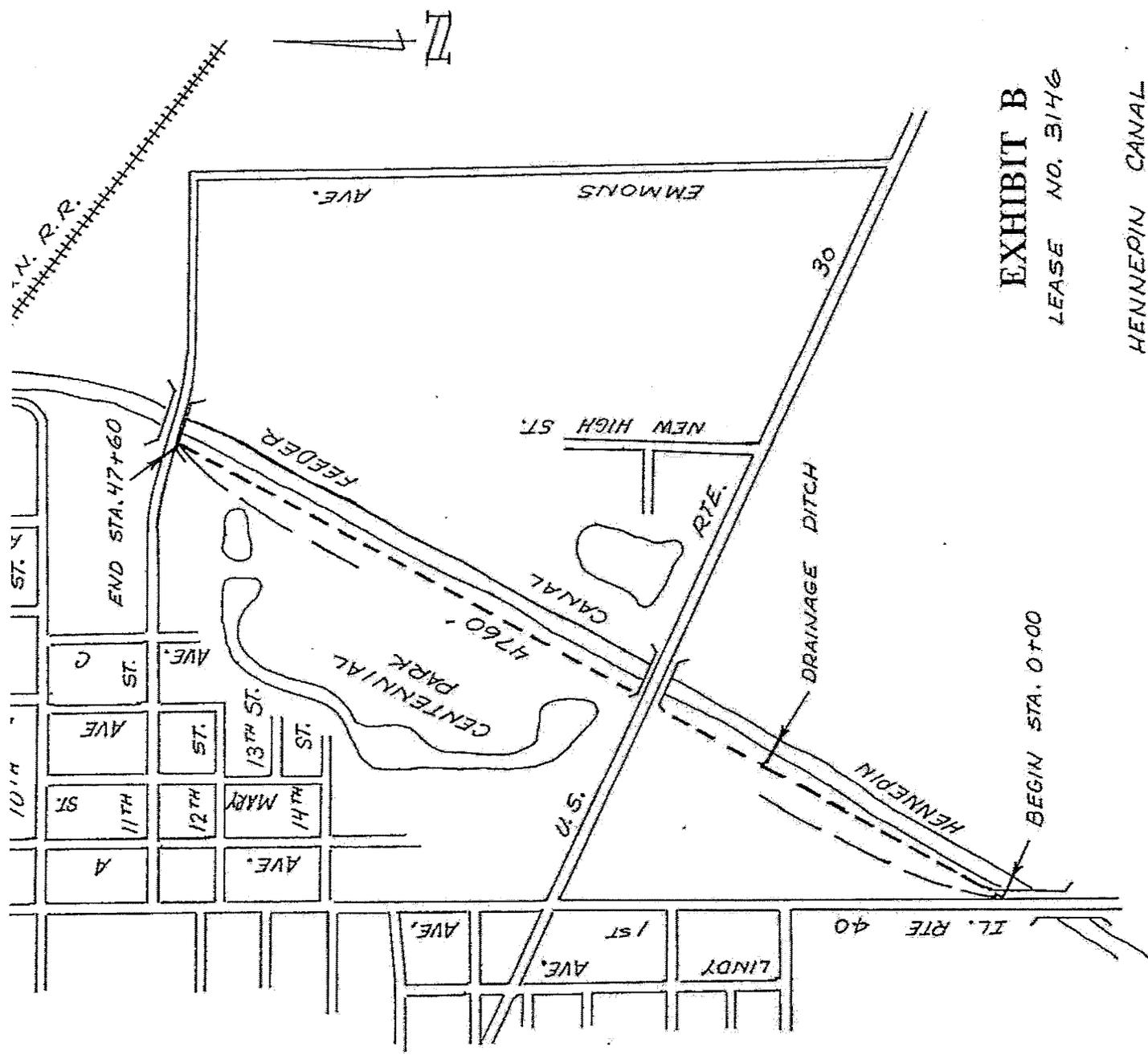


EXHIBIT B

LEASE NO. 3146

HENNEPIN CANAL
 WHITESIDE COUNTY
 SEC. 34, T. 21 N., R. 7 E. 4TH P.M.

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/itaa. (30 ILCS 587)

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE

CITY OF ROCK FALLS

HANDBOOK FOR ELECTED OFFICIALS

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INTRODUCTION

This handbook has been prepared to inform elected officials about the organization and operations of municipal government in Rock Falls.

Local government exists fundamentally to serve the citizens of the community and it is appropriate that the citizens lead the list of who's who in local government. Citizens may be customers of local services, but they also have a responsibility to participate in local government by electing their representatives to council. One of the unique characteristics of local government is that it is the level of government that is the closest to the citizens that it serves, and this provides both challenges and opportunities. As an elected official you have a responsibility to be accessible and responsive to the citizens of your community; however, you may find that your accessibility goes beyond the formal arrangements that you make to receive citizen inquiries, complaints or input. You will find that you are approached in other settings such as in the grocery store, or at church, sporting events and other activities. You may also receive phone calls, texts or emails at any hour of the day or night. Each council member will have to develop his or her own approach to citizen interaction.

The personal satisfaction involved in serving the city and its citizens and the ability as a member of the City Council to accomplish community objectives are of primary significance. Elected officials are also given the opportunity to use their leadership abilities, and to act on current and future issues in a manner reflecting the common good of the community. The responsibilities of public office include the commitment to becoming informed on all issues facing the legislative body, commitment to attendance at scheduled meetings, and the participation in meaningful debate in a manner that is respectful of the opinions of others.

Local elected officials run for office saying, "Vote for me!" For the voters, it's about the individual – why one candidate should be elected over another, and what each will do once elected. Each candidate expects to make an impact on their community and bring about positive changes. Then the former candidates, now elected officials, show up for their first council meeting where it becomes abundantly clear that they will not be able to accomplish much of anything by themselves. Each has many ideas on how to build a better, stronger community, but individually they have little power or authority. They are now members of a city governing body – a team. That team has lots of power and authority; but it is corporate power, and individual members each have just one vote. The council exercises its corporate power through the public meeting: its most visible and essential act of governing. No council meeting is an isolated event; it is connected to meetings past and future. Every council meeting builds upon the ones that came before and sets the stage for the ones that will follow. In this manner, the governing body strives to accomplish its long-term goals for the community one meeting at a time. Together, what happens in those meetings defines the success of elected officials, corporately and individually.

ROCK FALLS - THE LEGISLATIVE BRANCH

The Rock Falls City Council

Chosen by the citizens to function as the legislative branch of government, a mayor, city clerk and city treasurer are elected from the City at large; two Alderman are elected from each of the four wards of the City. The eight aldermen constitute the City Council, and the mayor or his appointed representative presides at all Council meetings.

All corporate authorities serve for four years unless they have been selected to complete the unfulfilled term of another elected official. To provide for Council stability and continuity, aldermanic terms are staggered. Elections are held the first Tuesday in April of each odd- numbered year, and the newly elected officials are sworn into office on the first Tuesday of May, provided the official canvas of the election is received. Compensation for elected officials is as follows:

1. The Mayor will receive an annual salary of \$12,000 and annual compensation for Liquor Commissioner of \$3,600.00, payable in equal installments on a monthly basis
2. The City Clerk, City Treasurer and each alderman will receive an annual salary of \$3,600, payable in equal installments on a monthly basis.

Regularly scheduled meetings of the City Council are held on the first and third Tuesday of each month at the hour of 5:30 p.m., provided that, if the regular meeting falls on a legal holiday, the meeting shall take place on the next day following the holiday, at the same hour.

All such meetings, as well as meetings of committees, subcommittees and other advisory bodies, are open to the public. However, the Illinois "Open Meetings Act" does provide for closed sessions when discussing matters involving City personnel, lawsuits to which the City is a party, and the acquisition of real property, although no official action may be taken during a closed meeting.

Council meetings are conducted according to the parliamentary procedure contained in Robert's Rules of Order, 11th Edition (www.rulesonline.com) The presence of at least four aldermen and the mayor, or five aldermen is required to constitute a quorum.

Goals of Council Meetings:

Members typically walk into a council meeting with their own set of objectives and purposes. Nevertheless, the following meeting goals should be fundamental and universal.

Goal One: Make Good Public Policy

Certainly, the primary goal of every meeting is to make sound public policy decisions for the locality. While the line between policy and administration is not a bright one, only the elected body has the legitimacy and the authority to make the big decisions – legislative, financial and operational. That said, council members must resist the temptation to take hands-on control of governmental operations and employees so that the council can focus its attention on the work only it can do. That said, making good public policy does mean making good staff appointments and setting high expectations for their performance.

Goal Two: Adjudicate Community Values

In the process of making policy, governing bodies adjudicate community values which are typically in tension with one another. Council must balance legitimate competing interests, and it must choose from among alternative paths when none are simply right or wrong. Examples are found in nearly every meeting agenda item: Property owner rights must be weighed against development standards in zoning cases; improved traffic flow competes with traffic calming in road projects; a dollar spent on parks cannot be spent on police...the list is endless. Just remember, council members get paid to make the tough and often controversial value choices for the community – that’s the job of elected officials in a democracy.

Goal Three: Engage and Educate Citizens

Perhaps less apparent than the two goals outlined above, council meetings are also an opportunity to engage and educate the public. Staff presentations, guest speakers, and citizen comments can shed light on the reasoning behind difficult decisions. In discussing and explaining their votes, council members not only educate one another, but they raise public awareness and understanding of often complex and challenging issues. All meetings are open to the public. Council members should see this as an opportunity, not a constraint. Some citizens may hear what they do not want to hear – but they need to hear it. Some may have come to hear one agenda item only, but then find themselves drawn into the work of their local government more broadly. Councils are wise to find creative and positive ways for citizens not only to listen, but to participate in meetings consistent with good order.

Goal Four: Burnish Reputation and Brand

It follows that if meetings are critical to building support for council’s policies, that, over time, they will build the reputation or “brand” of the council, both corporately and individually. Well-run and meaningful meetings can do much to uplift the image not only of the council, but of the local government as an organization and the community as a whole. Conversely, meetings that regularly run off the rails damage the image and outside reputation of the locality. Know this: Citizens judge the council and its members—their ethics, character and performance—largely by what happens at public meetings.

Goal Five: Build Trust

Transparency, Engagement, Performance and Accountability equals Trust. But public trust is not the only kind of trust that a council needs to build. Building trust between local government officials themselves should also be a goal of every meeting.

Five Audiences of Council Meetings

Council members should be aware of five audiences watching and evaluating their performance in public meetings.

Audience One: Citizens in the Meeting Room

It should be clear from the goals outlined above that citizens in the room aren’t just the most visible audience at a council meeting, they are the most important. These individuals deserve special attention because they care enough about the workings of their local government to be there in person, often because they are directly affected by council’s actions. The attendees should be able to follow the interactions and nuances of the meeting and, when appropriate, have a voice. Two-way communication assures citizens that council members, however they may vote in the end, understand and appreciate the viewpoints on the issues.

Audience Two: Citizens NOT in the Room

Many people care about what happens at council meetings, but do not attend. They may read a newspaper or online report; they may watch on cable TV or online video streaming; or they may just rely on social media or word of mouth. By various means the word gets out. Even if no members of the general public attend a meeting, council members should assume the public is aware of what they said and did. Councils need to care equally about the opinions and reactions of both the audience in the room and the audience that is not present. In fact, when a standing-room-only audience is demanding that council vote a certain way, the council needs to do what it deems best for the entire community – not just the people in the room.

Audience Three: The Media

For better or worse, much of what people know about council meetings is filtered through print and online press. A natural tension exists between reporters who are looking to find whatever may be of interest to their readers, good or bad, and public officials who want to get their message across and look good in the process. Still, they need each other. On balance, the media does more good than harm for the cause of good government. Reporters often want council members to comment on agenda items before or immediately after a meeting. Reporters often prefer elected officials' unscripted commentary so they can play off opposing points of view. So, before giving an off-the-cuff quotation to a member of the press, council members should direct reporters to prepared staff background reports and other useful written material. It's also advisable for officials to prepare to speak to the press by making a few notes on their key points ahead of time. A reputation for openness, honesty, accuracy, and insight will serve council members well in dealing with the press.

Audience Four: City Employees

City employees, and volunteer board and commission members, are often not thought of as an audience, but they may be the most attentive attendees of any given council meeting. Not only because they are most likely to have a deeper understanding of the content of a meeting, but also because they have a stake in decisions that may directly impact their work. Moreover, they have most reason to care about the tone of a meeting as it reflects council's attitudes about the organization and its employees as a group. For all the reasons outlined above, staff members have rather specific expectations of the council. They want to see behavior on the dais that makes them proud of their council and, by association, of their organization. They want council members to ask them good questions which help to bring out key information. At the same time, they want council not to surprise them with questions they cannot answer satisfactorily. It's good to ask staff members tough questions provided they've had time to prepare good answers. In a word, staff wants to be treated with respect. It can be tempting for members to score points or deflect criticism at the expense of staff, but it's not a fair fight when staff cannot answer back. They will rarely challenge or criticize a council member publicly, but neither will they forget.

Audience Five: Other Council Members

Members of council may not think of their fellow council members as another audience, but they may be their most consistently important constituency. Every word spoken, every vote taken, has an impact on the function, and often the dysfunction, of the team. The five goals of council meeting outlined above are in service of building trust with the public. For that to happen, however, it is essential that trust exists among the members of the council. Council members have every reason to expect that their colleagues will show a greater commitment to the best interests of council and community than their own personal or political interests. They expect communication before and during the meeting so that they are not surprised or confused by their colleagues' actions. They expect a congenial and collegial

atmosphere in the meeting, and an occasional laugh together. They expect sincere efforts to achieve consensus, and when that is not possible, they expect respect for differences to be settled by majority rule. For the majority on a split vote, sensitivity to dissenters will go a long way when the shoe is on the other foot (as it inevitably will be). Conversely, when in the minority, the temptation to not let the matter rest, to look for ways to circumvent majority rule, must be resisted. Council power is corporate power, not individual power. Members need each other to accomplish their purposes. A win today, if mishandled, will result in a loss tomorrow. As such, wise council members are always aware that the audience most essential to their long-term success may be sitting next to them on the dais.

The Council and Committee Agendas

The agenda is the official schedule of topics for consideration, discussion and/or action at regular or special meetings. Agendas for Council Meetings and Committee Meetings are emailed to all members of the council and committees at least 48 hours prior to the meetings so that elected officials and committee members may familiarize themselves with the items scheduled for action or discussion.

Action items, pending items, and other reports are included on the agenda. In addition, committees may request that other topics be listed for discussion.

Citizens wishing to address the Council or Committees are offered the opportunity to make their presentations during the audience request section of the agenda.

Committees, Commissions, and Boards

An examination of the Council agenda indicates the significant role of committees, commissions, and boards in assisting the City Council with its broad realm of responsibilities. Appointed committees, boards and commissions are important elements of the City's decision-making structure and perform an invaluable function. To expedite business and to further assist the City Council in making its policy decisions and meeting its legal obligations, a number of committees and independent commissions and boards have been created. In general, appointments are made by the Mayor, with the advice and consent of the Council. If the council has faith and confidence in its advisory boards and commissions, those sub-units can more thoroughly research matters within their realm of responsibility and leave the Council free to address itself to the policy implications of recommended courses of action. Boards and commissions can also entertain more thorough discussion and input from the public on individual issues. Public hearings are often necessary for proposed ordinances, especially those of a land use or regulatory nature. If such hearings are conducted at the board or commission level, the Council can be assured that all citizens have had an opportunity to voice their opinions. The Council should have confidence in its advisory sub-units and give fair consideration to their recommendations when presented on the Council floor. The Council should encourage a thorough discussion at the board or commission level, which will permit all interested parties to express their opinions. The actual deliberations at Council meetings can therefore, focus on the viewpoints of the elected representatives themselves.

Finally, the City Council may establish standing committees or special ad hoc committees as may best serve the Council's needs and interest, at the present time there are twelve Committees, Boards and Commissions.

1. Building Code Committee – The committee shall review and recommend to the city council, any building code changes deemed to be necessary for the city. Additionally, they will assist the building inspector in recommending guideline to the city council for which homes within the city limits are investigated for building code violations and or remediation.
2. Committee of the Whole – This committee is a discussion committee of the city council and consists of all of the members of the city council. No actions and or recommendations can be made or voted on at these meetings.
3. Eagle Trail Committee – This committee plans the signage, social media presence and stops along the Rock Falls Birding Trail
4. Finance/Investment/Insurance Committee - The committee shall review the finances of each of the municipal utilities, as well as the general fund. They shall make recommendations to the city council regarding the long- and short-term financial well-being of those entities. They shall be charged with creation and supervision of the city budget in association with the city administrator and office of the city clerk. They shall also review information regarding the health/dental/liability insurance for the city. They shall make recommendations to the city council regarding these items from time to time. In addition, they shall review the investments of the city and shall make recommendations on those investments.
5. Ordinance/License/Personnel/Safety Committee - The committee shall review all proposed ordinance changes and shall make recommendations for adoption. Any license applications referred from the city clerk's office shall be reviewed prior to awarding the license. In addition, they shall be charged with interviewing for all positions of the city with the exception of the police and/or fire services. They shall also review on a quarterly basis reports covering worker compensation incidents, as well as liability and property claims against the city. Review department safety meeting minutes and take any necessary action to ensure compliance of all safety policy and procedures. If the office of city administrator is vacant for any reason, the committee shall also be involved in the IBEW grievance process at step two.
6. Police Fire Committee - The committee shall receive from time-to-time information regarding the operations of the police and fire departments. They shall review work procedures, manning and make recommendations to the city council following consultation with the fire and police chiefs respectively. The committee does not replace or supersede the police and fire commission established under Illinois Revised Statute, Chapter 24, 10-2.1-1
7. Public Works/Public Property Committee – The committee is charged with the overseeing of the street and garbage services of the city. This committee reviews information and makes recommendations as are necessary to the city council. Department considerations include, but are not limited to the items covered under the current garbage refuse contract, and any roads, sidewalks, curbs and or ADA compliance matters. In addition, the committee oversees all the property that the city owns and is intended to be used by the public, including public buildings and parking lots.

8. Tourism Committee - The committee is responsible for the review of proposals, submitted requesting tourism grant funds and recommendation to the council of those projects that meet the requirements as outlined in the Illinois Statute. In addition, the committee will coordinate with the tourism director on all operations to do with advertising, conferences, trade shows, as well as membership in other related tourism programs. In addition, tourism will be responsible for usage requests of the RB&W riverfront property and the Veteran's Memorial Park (Galt Avenue & 5th Street), as well as the area known as the "slab" until such time the property is sold and is no longer usable for community events.
9. Utility Committee - The utility committee shall be responsible for overseeing the operations of the electric, water, wastewater, broadband (Rock Falls Fiber.Net) and the customer service office. All recommendations of finance or policy and procedures will be sent to the city council for final approval. These responsibilities shall include, but not be limited to development of capital plans, both long and short-term including their implementation. In addition, monitoring performance accountability, identify key performance areas, indicators and metrics, establish benchmarking to measure utility performance, communicate utility performance to community stakeholders, and provide long-term goals and strategies to ensure reliability, affordability, responsibility, safety and quality of life. Any utility projects involving streets and or alleys should be coordinated with the public works/public property committee.
10. Industrial Development Commission - The industrial development commission provides guidance, direction and control for the further industrial development of the city and territory beyond the corporate limits not included in any other municipality. The industrial development commission shall consist of seven voting members appointed by the mayor with the advice and consent of the council. Members are not required to reside within the corporate limits of the city. Members appointed after the initial appointment shall be appointed from a list submitted by the commission to the mayor. Members of the industrial development commission shall serve for a period of five years, except for appointments made to fill unexpired terms of members who fail or cease to complete a full term.
11. Planning Zoning Commission - Commission shall consist of the mayor and nine members appointed by the mayor with the advice and consent of the council. The term of the members of the plan commission shall be for four years. The Commission reviews and makes recommendations to the City Council on Zoning Map amendments (rezonings), special uses and planned developments, annexations, reviews preliminary subdivision plats and hears applications for relief from strict application of the Zoning Code (called variances) and appeals from decisions of administrative staff regarding zoning matters.
12. Board of Fire and Police Commissioners – Responsible for the hiring, promoting and discipline of full-time firefighters and police officers.

ROCK FALLS – THE LEGAL ENVIRONMENT

The City of Rock Falls is a municipal corporation established under authority granted by the Constitution of the State of Illinois. The Federal Constitution and Federal laws, the Illinois Constitution and Statutes, and the Municipal Code of the City are all important documents, which govern the actions of the City.

Municipal Ordinances and Resolutions

An ordinance is a law set forth by the municipal authorities, which formally establishes City policy and may prescribe penalties for the violation of its provisions. A resolution is a formal expression of opinion, will, or intent on the part of the City Council. Municipal ordinances and resolutions are two of the most important policy-making tools at the Council's disposal. Elected officials have followed the policy that all decisions shall be made in the interest of the community as a whole, with no partiality shown to any single area or group. A simple majority of the aldermen voting is sufficient for the approval of resolutions except as provided otherwise by law.

The Municipal Code

The Municipal Code of Rock Falls is a codification of the City's ordinances. City ordinances are passed, modified, or repealed on an ongoing basis and are updated on municode.com.

City Policies

City Council action to guide and determine present and future decisions is considered policy. City policy formally appears in the form of ordinances and resolutions. There are, however, Council actions, which are not drafted into such form but still function as City policy. In order that the Council and the City Administration remember such policies in the same way, City Policies are reduced to writing and assembled in booklet form. These expressions of policy are important as a guide to administrative personnel in responding to citizen service requests or complaints. They assure equitable treatment of all persons in similar circumstances and reduce the need for the Council or its committees to take action on an ad hoc basis for all situations not clearly governed by ordinance or resolution. Furthermore, written policy statements provide a source of continuity that lend stability in the transition from one group of elected officials to another.

The City of Rock Falls utilizes Lexipol (Lexipol.com) which provides fully developed, state-specific policies researched and written by subject matter experts. The policies are based on nationwide standards and best practices while also incorporating state and federal laws and regulations where appropriate, and they keep our policies updated for us.

The Budget Document

The budget is probably the single most important consideration of the City Council, representing the entire "work plan" for the operation of the City during a given fiscal year and providing an indication of programs and service levels for the future fiscal years. The fiscal year for the City of Rock Falls is May 1 through April 30.

The primary purpose of the budget is to present programs, activities, and anticipated expenditures for each department.

The steps involved in the preparation of a program budget include the following:

- 1) estimates are made of revenues available to the municipality for the coming fiscal year.
- 2) recommendations are made for expenditures according to the needs of the various departments;
- 3) these proposals are measured against the availability of funds for the ensuing year;
- 4) a balanced budget is determined that will provide an adequate program of municipal services and other operations at a total cost acceptable to the public.

Although the City Administrator, with the assistance of department heads, is responsible for the preparation of the first draft of the budget, the City Council in conjunction with City Staff determines the final budget document and the allocation of resources it represents.

All elected officials are encouraged to attend and participate in all budget deliberations. Drafts of the budget are distributed to the City Council. By policy, it is required that the budget be adopted by the Council prior to the beginning of the fiscal year for which it was prepared.

Statement of Economic Interests

The 1970 Constitution authorizes the General Assembly to require candidates for and holders of local offices to file statements of economic interests. The Illinois State Government Ethics Act provides that:

A candidate for elective office shall file his statement at the time he takes the action necessary under the laws of this State to attempt to qualify for nomination, election, or retention to such office if he has not filed a statement in relation to the same unit of government within a year preceding such action.

Each elected official will receive a statement of economic interest each year, this must be completed and filed with the Whiteside County Clerk by April 30.

Open Meetings Act

Elected and Appointed Members OMA Electronic Training - Effective January 1, 2012, elected or appointed members of a public body subject to OMA must complete the electronic training once during their term of election or appointment as follows:

- Any person who is an elected or appointed member of a public body subject to the Act on January 1, 2012, must complete the electronic training between January 1, 2012, and January 1, 2013.
- Any person who becomes an elected or appointed member of a public body subject to the Act after January 1, 2012, must complete the electronic training no later than the 90th day after taking the oath of office or, if not required to take an oath of office, after otherwise assuming responsibilities as a member of the public body.

Elected or appointed members need not complete the electronic training on an annual basis thereafter unless they are also designated to receive training on compliance with the Open Meetings Act. The Public Access Counselor's Office's OMA electronic training is available free of charge on the main

page of the Public Access Bureau's website (<https://foiapac.ilag.gov/>). Select the "Register" tab in the upper right corner to register for the training.

Sexual Harassment Prevention Training

(5 ILCS 430/5-10.5)

Sec. 5-10.5. Harassment and discrimination prevention training.

(a-5) Beginning in 2020, each officer, member, and employee must complete, at least annually, a harassment and discrimination prevention training program. A person who fills a vacancy in an elective or appointed position that requires training under this subsection must complete his or her initial harassment and discrimination prevention training program within 30 days after commencement of his or her office or employment. The training shall include, at a minimum, the following: (i) the definition and a description of sexual harassment, unlawful discrimination, and harassment, including examples of each; (ii) details on how an individual can report an allegation of sexual harassment, unlawful discrimination, or harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Department of Human Rights; (iii) the definition and description of retaliation for reporting sexual harassment, unlawful discrimination, or harassment allegations utilizing examples, including availability of whistleblower protections under this Act, the Whistleblower Act, and the Illinois Human Rights Act; and (iv) the consequences of a violation of the prohibition on sexual harassment, unlawful discrimination, and harassment and the consequences for knowingly making a false report. Proof of completion must be submitted to the applicable ethics officer. Harassment and discrimination training programs shall be overseen by the appropriate Ethics Commission and Inspector General appointed under this Act.

The Illinois Department of Human Rights has training in either PowerPoint or PDF format at <https://www2.illinois.gov/dhr/training/pages/sexual-harassment-prevention-training-videos-and-audio.aspx>. Please print the Certificate of Participation and return to the Business Office.

Illinois Municipal League

The Illinois Municipal League (IML) is the formal voice for Illinois municipalities. The League was founded in 1913 and has worked continuously for the benefit of municipalities, promoting competence and integrity in administration of municipal government. They offer services to their members that range from traditional to cutting edge, in order to educate and motivate them to remain focused on their passion for the constituencies they represent. Through advocacy at the state and federal levels, they work tirelessly to make sure that every voice is heard. The City of Rock Falls is a member of the Illinois Municipal League, as part of this membership you will receive a monthly IML Review Magazine. IML is a great resource for training and information (iml.org).

ROCK FALLS – THE ADMINISTRATIVE BRANCH

City Administration

The City Council determines municipal policy and directs the affairs of the community through the administrative branch of government. By ordinance, the City Administrator is the Chief Administrative Officer of the City and is responsible to the Mayor and City Council for the proper administration of all affairs of the city except such matters as the mayor and city council may from time to time determine shall be under its direct control and supervision, or as the mayor and city council have determined to be under the control or direction of any other officer.

The Administration is charged with the responsibility for carrying out the ongoing activities of the City in accordance with Council-approved ordinances, resolutions and other policies. The City Administration includes the City Administrator, the various department heads and the other city employees. In addition to the Administrator's office, there are ten major departments to handle a variety of functions and responsibilities.

Electric Department – All electric utility operations, including the transmission and distribution system, the operations and maintenance of the street lighting systems and other municipal electrical installations.

Business Office – Accounts payable, accounts receivable, payroll, accounting duties, business licensing, insurance and records retention.

Tourism Office – Creating and executing a marketing and promotion plan for the City and will facilitate an active relationship with hotels, restaurants and attractions withing Rock Falls.

Building Department/Code Enforcement – Ensures the public safety in areas of building design, construction and maintenance. Enforces city, state and national building codes, registers contractors, reviews building plans, issues permits and inspects construction. Investigates code/zoning complaints and notifies property owners of non-compliance

Fire Department – Provides fire protection and rescue services to the City of Rock Falls and the Rock Falls Rural Fire Protection District along with providing automatic aid to the Sterling Fire Department.

Police Department – Preservation of the peace, order and safety, enforcement of all laws of the State of Illinois, the United States and ordinances and regulations of the city.

Street Department – Responsible for maintaining approximately 70 miles of roadway, 20 miles of alleyways, sidewalks, curb and road signage.

Water Department – Responsible for the operation and maintenance of water service for Rock Falls residents and the Iron Removal Facility. Licensed by the Illinois EPA to protect the public health and the environment.

Water Reclamation Department – Responsible for the operation and maintenance of the advanced wastewater treatment plant, storm water collection system and the installation and maintenance of all city sanitary mains and pump stations. Licensed by the Illinois EPA to protect public health and the environment with our services.

Utility Office – Handles all activity relating to business and resident utility accounts.

USEFUL RESOURCES

City of Rock Falls Website – rockfalls61071.net

City of Rock Falls Facebook Page – City of Rock Falls IL

Rock Falls Tourism Website – visitrockfalls.com

Rock Falls Municipal Code – link from City website or municode.com

Lexipol – Lexipol.com

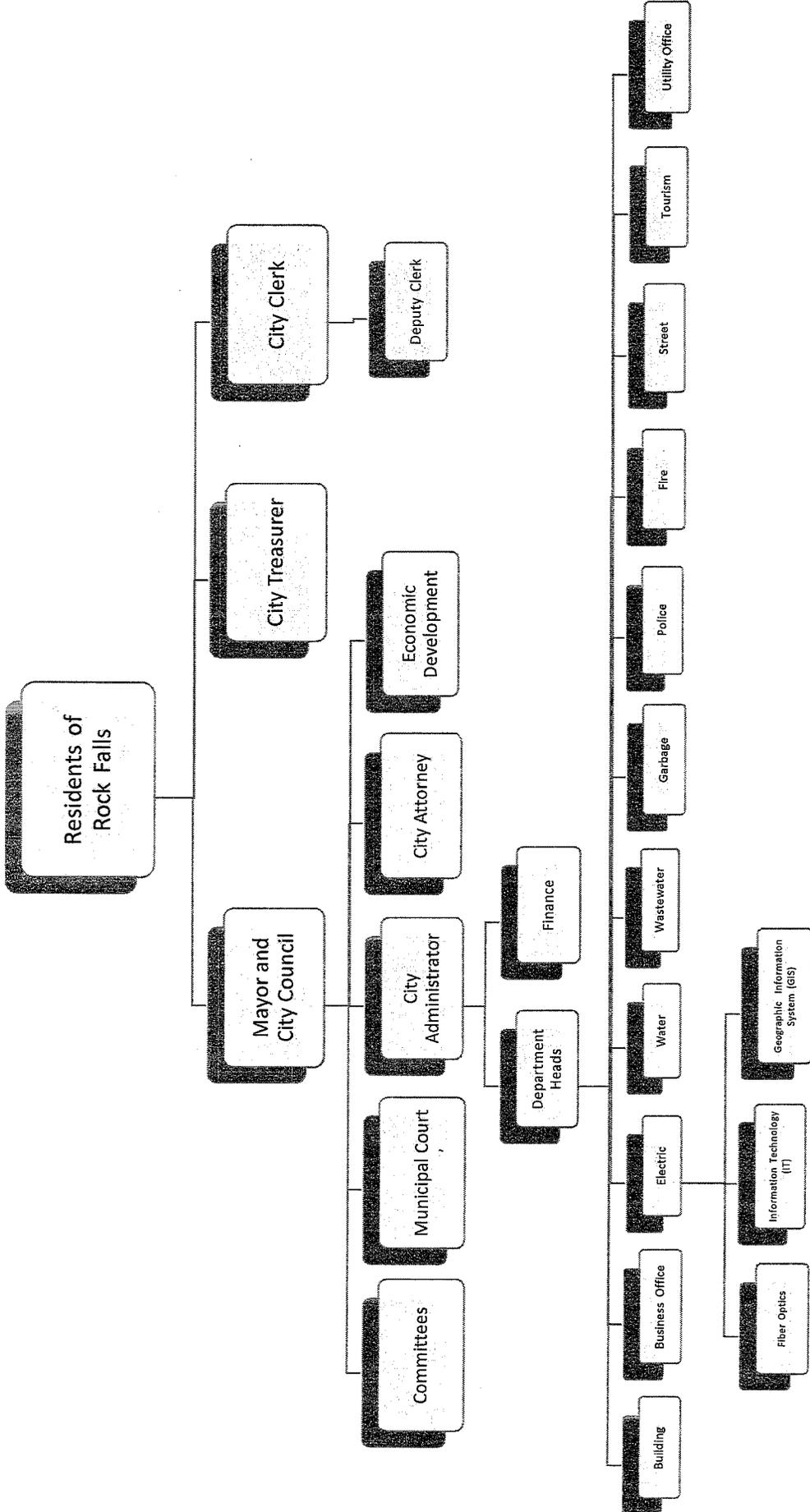
Publication - Conflicts of Interests, Ethics and Liability of Illinois (2019 Addition)

Publication - Handbook for Newly Elected Officials

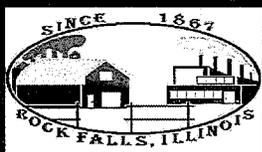
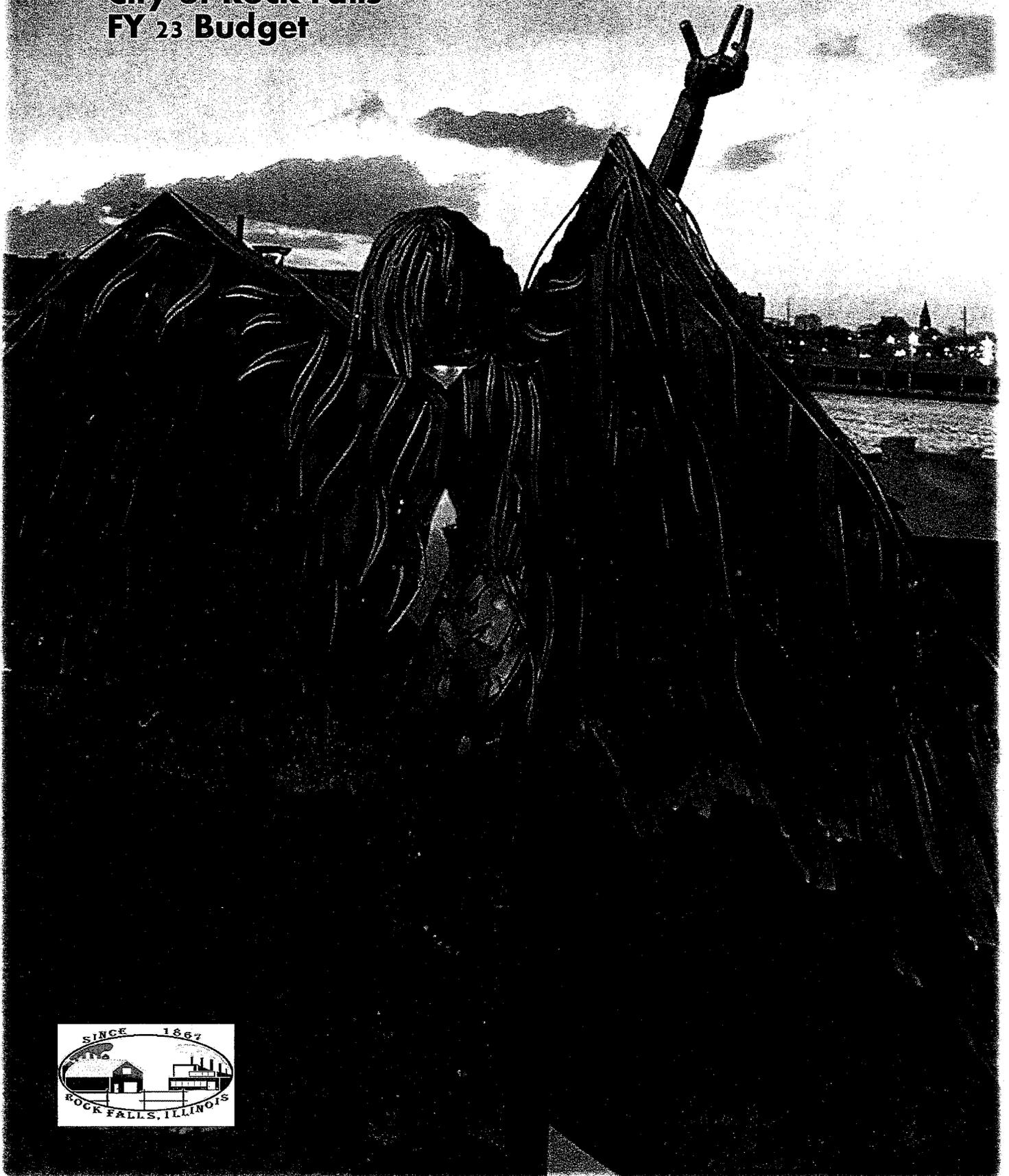
Publication - Illinois Municipal Handbook (Volume 19-2021)

Sexual Harassment Prevention Training - <https://www2.illinois.gov/dhr/training/pages/sexual-harassment-prevention-training-videos-and-audio.aspx>

Illinois Municipal League – iml.org



City of Rock Falls FY 23 Budget



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About the Annual Report

This report is specifically designed as a summary document and is intended to convey select information about the major aspects of the City's FY 23 budget, current debt and financial status in a condensed and easily understandable format. The primary focus of the report is the City's General Fund, Electric Fund, Wastewater Fund and Water Fund. These are considered to be the City's major and most significant funds. The City maintains several other accounting funds which will be included, but not as detailed.

Questions concerning this budget report or requests for additional information should be directed to:

Robbin Blackert, City Administrator
603 West 10th Street, Rock Falls, IL (815) 564-1366
rblackert@rockfalls61071.com



Debt Status

Historically, the City has issued two major forms of debt in order to fund significant capital purchases and projects. General Obligation (GO) bonds are direct obligations and pledge the full faith and credit of the City and are payable from both the governmental funds and proprietary funds as an alternate revenue source. In addition, the Illinois Environmental

Protection Agency has extended low and no interest loans to our Water & Wastewater funds for various projects including the construction of a new wastewater treatment facility completed in 2011. As of April 30, 2021, the City has \$15,747,000 of GO Alternate Revenue Source Bonds and \$11,642,751 of IEPA Loans. \$10,704,080 of those IEPA Loans were from the construction of the Wastewater Treatment facility that opened in 2011. That debt will be paid in full in 2031.

Debt Rating

A bond rating is a way to measure the creditworthiness of a bond, which corresponds directly to the cost of borrowing for an issuer. These ratings typically assign a letter grade to bonds that indicates their credit quality. Private independent rating services such as S&P Global (Standard & Poor's) evaluate a bond issuer's financial strength, or its ability to pay a bond's principal and interest, in a timely fashion. Bond ratings are vital to alerting investors to the quality and stability of the bond in question. These ratings

consequently greatly influence interest rates, investment appetite, and bond pricing. The City of Rock Falls most recent GO alternative revenue source bond issuance occurred in 2018. At that time, S&P Global upgraded the City's rating from "A" to "AA". Bond ratings are vital to alerting investors to the quality and stability of the bond in question. These ratings consequently greatly influence interest rates, investment appetite, and bond pricing.

In assigning a rating for General Obligation (GO) Bonds the rating agency assess the following factors:

- ✓ Economy
- ✓ Debt Structure
- ✓ Financial Condition
- ✓ Demographic Factor
- ✓ Management Practices

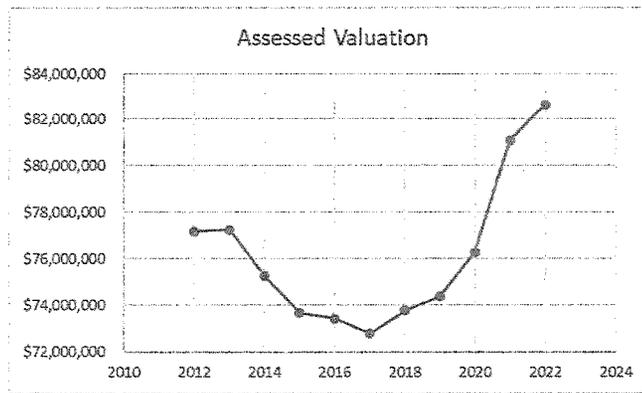
Unfortunately, with Rock Falls' modest median income being \$44,264 it may be difficult to achieve a AAA rating.

	S&P Global Rating
Best Quality	AAA
High Quality	AA+ AA AA-
Upper Medium Grade	A+ A A-
Medium Grade	BBB+ BBB BBB-

Property Tax

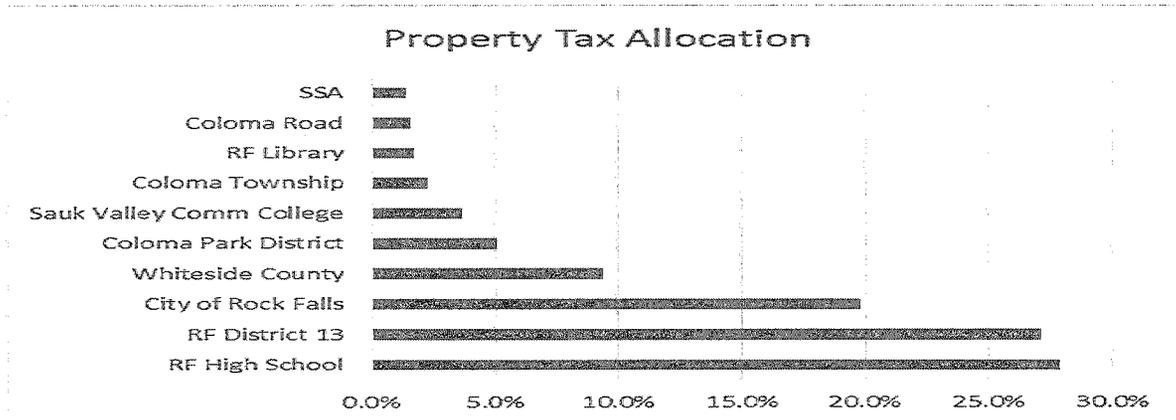
Property tax is the second largest revenue source in the General Fund. The estimated assessed value is the dollar value assigned to a home or other piece of real estate for property tax purposes. It takes into account the value of comparable properties in the area, among other factors. In many cases, the assessed value is calculated as a percentage of the fair market value of the property. In Whiteside County, it is 1/3 the fair market value. In simple terms, if a

property's fair market value is \$75,000 than the assessed value would be \$25,000. The Estimated Assessed Valuation Chart below depicts the steep decline and rise again in the assessed valuations of all the properties in the City of Rock Falls. For the past five years there has been year after year growth in the property valuation. The City has abated the debt service portion of the property tax levies and satisfied the principal and interest payment utilizing alternate revenue sources.



A common misconception about property tax is that all the money a property tax owner pays is remitted to the City. As indicated by the graph below, the City of Rock Falls received approximately 20% of the total property money received. The

remaining portion is allocated to other taxing bodies. This is a critical revenue source for the City of Rock Falls and 57% of the money collected from property taxes goes to fund the Police and Fire pensions as mandated by the State of Illinois



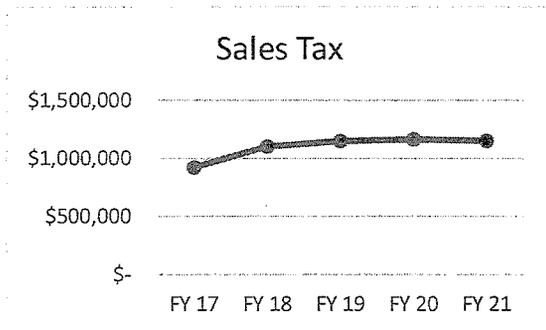
General Fund Revenue

Summary

The City of Rock Falls benefits from a diversified revenue base. Sales tax, property tax and income tax are the three most significant governmental revenue sources that the City relies on to provide a high level of municipal services to our residents and businesses.

Sales Tax

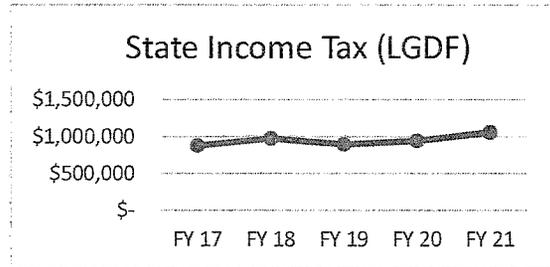
Sales taxes are the largest revenue source for the City. In FY 2023 general sales tax revenues are predicted to be \$1,130,000 which will represent 53% of total General Fund revenues. Sales tax revenues were on a steady slight incline from FY 2017 through FY 2020. In FY 2021 they realized a small decline which is believed to be a side effect of the pandemic due to increased online purchasing.



Income Tax (LGDF)

The Local Government Distributive Fund (LGDF) was established in 1969 as part of the then newly enacted state income tax. Counties and municipalities are allocated a percentage of the total state income tax revenues through this fund. The local share is distributed on a per capita basis. LGDF revenue is an important funding source for local governments and is a successful partnership between the state and eligible

local governments. Income tax distributions are based on funding formula set by the State of Illinois. The State of Illinois taxes unemployment benefits so even though the pandemic resulted in significant increases in unemployment, FY 2021 income tax revenue still fared well, and appears to be on track in FY 2022. The FY 23 LGDF revenue is projected to be \$1,162,764 or \$132.30 per capita for Rock Falls.

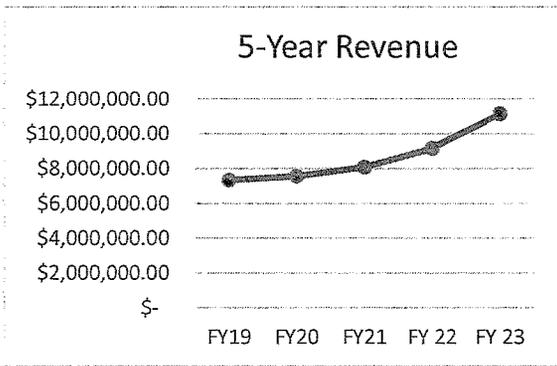


Although the state decreased the percentage of LGDF revenue shared with counties and municipalities, local governments continued to receive approximately the same dollar amount they had been receiving as a result of increased tax revenues brought about by the higher income tax rates. In January 2015, the local share of the state income tax increased to 8% when the higher income tax rates declined according to a predetermined schedule established by law. Revenues distributed to counties and municipalities from LGDF remained about the same as the amount collected before the income tax rates declined. The state income tax was permanently increased in 2017 and the local government share was reduced to 5.45% for individual income tax collections and 6.16% for corporate income tax collections for State Fiscal Year (SFY) 2018. The LGDF share was increased within the SFY 2021 state budget to 6.06% for individual income tax collections and 6.845% for corporate income tax collections. The SFY 2022 state budget retained this distribution percentage

ROCK FALLS FY 23 BUDGET

	FY 23 Budget
Projected Revenue	\$ 11,161,963.00
Other Financing Sources	\$ -
IMRF/SS Contribution	\$ 219,427.00
Revenue Totals	\$ 11,381,390.00

The FY 23 budget proposed General Fund revenues are \$11,381,390. The revenue trends for the past 5 fiscal years are represented in the chart below. Of significance, 4 million dollars of the predicted revenues are non-recurring revenues for road construction projects.



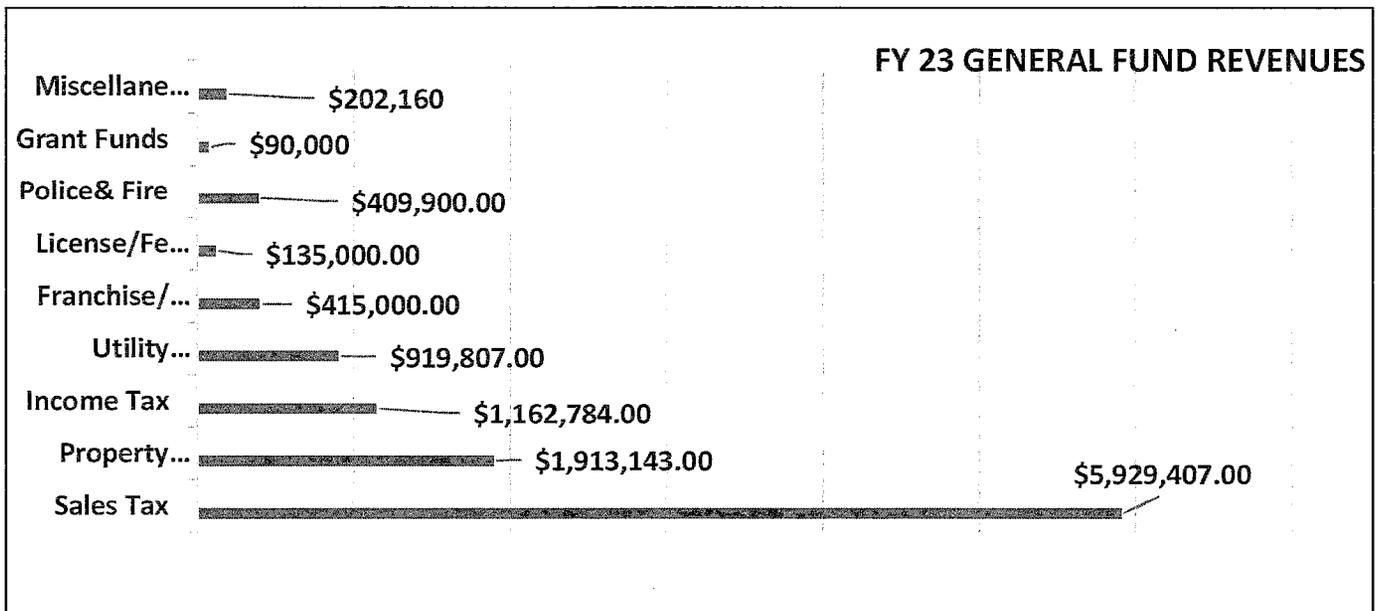
Contributions from Utilities to the General Fund

American Public Power's most recent data show the median amount contributed by public power utilities was 5.6 percent of operating revenues.

This number is far higher than contributions made by Investor-Owned Utilities (IOUs) which was 4.2 percent of their operating revenues paid to state and local governments through taxes and fees. In the proposed FY 23 budget the following percentages of operating revenues are contributed to the general fund:

- ✓ Electric - \$671,453 = 5.4%
- ✓ Wastewater - \$70,914 = 3.73%
- ✓ Water - \$69,614 = 4.98%
- ✓ Garbage - \$84,075 = 11.55 %

With a total combined operating revenue of \$16,415,634, their contribution to the General Fund of \$847,271 represents 5.45% of their operating revenues well within the national median average of 5.6%.



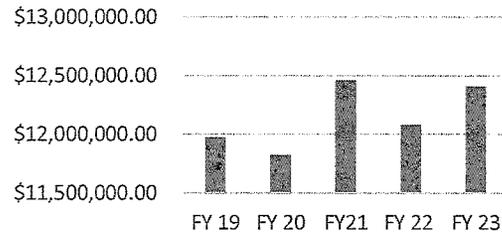
Electric Fund

The City of Rock Falls owns and operates its own electric utility. This fund is the largest of the City’s proprietary funds in terms of revenue generation and number of customers since its services customers outside the city limits. As with all proprietary funds, it is fully self-supported and receives no tax support. It operates exclusively on the revenue generated from rates paid by customers. The fees charged need to support the cost of operations and maintenance of the utility as well as capital improvements that must be undertaken to ensure the stability and reliability of the system.

The City of Rock Falls electric utility distributes power to 5300 customers with the majority being residential at 4,753, commercial 473, industrial 24 and municipal at 52. The municipal accounts include the City, schools and other government entities.

The City of Rock Falls is a member of the Illinois Municipal Electric Association (IMEA) which is a not-for-profit unit of local government created in 1984 that is currently comprised of 32 municipal electric systems from all across Illinois. Each of those communities owns and operates its own electric distribution system. Some operate local power generation plants. Peak generation is power generation plants that generally run only when there is a high demand, known as peak demand, for electricity. Out of the 32 cities that are members of the IMEA, the Cities of Rock Falls and Winnetka both generate peak power in the Regional Transmission Organization (RTO) known as PJM. During a heat wave or polar vortex the City of Rock Falls is obligated to start our diesel Caterpillar generators to produce electricity.

5 -Year Electric Revenue



The projected Electric Operations and Maintenance revenues are \$12,410,030 with expenses totally \$10,387,474. Various capital projects are scheduled for FY 23 which total \$1,050,000.

ACCOUNT DESCRIPTION	Budget
System Upgrade	\$ 760,000.00
Substations Upgrades	\$ 40,000.00
Generators	\$ 60,000.00
Plant & Property	\$ 35,000.00
Plant & Property - Hydro	\$ 2,000.00
Fiber Upgrades	\$ -
Engineering	\$ 65,000.00
Equipment	\$ 20,000.00
Scada	\$ 68,000.00
Total Capital	\$ 1,050,000.00

FY 23 represents the second year there have been no increased rates passed onto our customers and a rate study will be conducted that will give us our electric rates for the next 5 years beginning May 1, 2023.

	FY 23 Budget
Revenues	\$ 12,435,242.00
Transfer from Reserves	\$ -
Total Income	\$ 12,435,242.00
Expenses	\$ 10,909,174.00
Capital Projects	\$ 1,050,000.00
Total Expenses	\$ 11,959,174.00
Transfer to Reserves	\$ 476,068.00

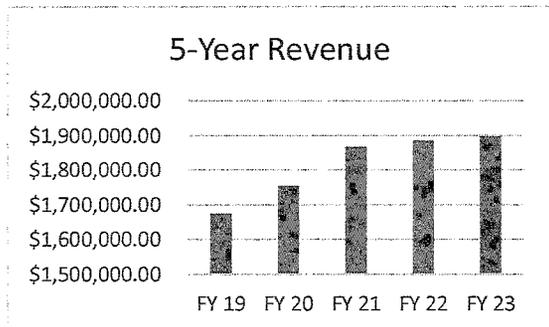
ROCK FALLS FY 23 BUDGET

The Electric Department’s current debt stands at \$6.6 million in General Obligation Bonds issues in 2018 for the rebuild of the Avenue A electrical substation.

Wastewater Fund

As a proprietary fund, the Wastewater Fund is fully self-supported and receives no tax support. It operates exclusively on the revenue generated from rates paid by customers. The fees charged need to support the cost of operations and maintenance of the plant, lift stations and collection system as well as capital improvements that must be undertaken to ensure the stability and reliability of the wastewater system.

The FY 23 Wastewater Department budget reflects no usage-based rate increase for basic residential wastewater customers. However, there is a flat monthly increase of \$2.34 for capital improvements. The Wastewater Department operations & maintenance budget has no significant changes to revenues or expenditures from previous years. The projected Wastewater Operations and Maintenance revenues are \$1,899,370 with expenses totally \$1,852,316. The chart below represents the 5-year revenue trend for wastewater.



Capital expenditures are included in the FY 23 budget for the Wastewater Department.

Account Description	Budget
Storm Sewers Repairs/Extensions	\$ 20,000.00
Sanitary Sewer Repairs/ Extension	\$ 20,000.00
Plant & Property	\$ 405,500.00
New Equipment	\$ 35,000.00
Capital improvement Total	\$ 480,500.00

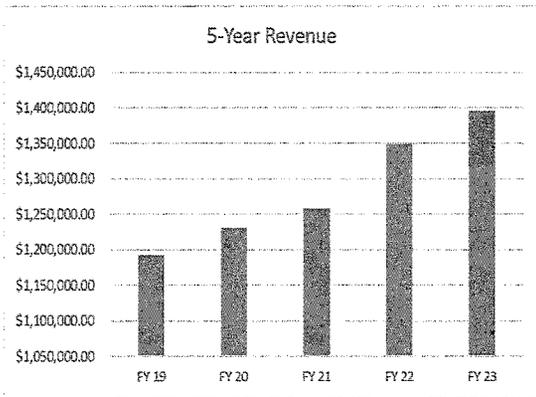
	FY 23 Budget
O&M revenues	\$ 1,899,370.00
Transfer from Reserves	\$ -
Total O&M Income	\$ 1,899,370.00
O& M Expenses	\$ 1,852,316.00
to Reserves	\$ 47,054.00
Total O&M Expenses	\$ 1,899,370.00
Capital Improvement Income	\$ 292,392.00
Transfer from Reserves	\$ -
Total Capital Income	\$ 292,392.00
Capital Exp.	\$ 480,500.00
Transfer to Reserves	\$ (188,108.00)
Total Capital Imp. Exp.	\$ 292,392.00
Plant Rep Income	\$ 1,285,200.00
Transfer from Reserves	\$ -
Total Income	\$ 1,285,200.00
Plant Rep Exp	\$ 1,174,340.00
Transfer to Reserves	\$ 110,860.00
Plant Expense	\$ 1,285,200.00

Wastewater’s current debt stands at \$12,752,135, most of which is for the construction of the wastewater treatment facility which was completed in 2011.

Water Fund

As a proprietary fund, the Water Fund is fully self-supported and receives no tax support. It operates exclusively on the revenue generated from rates paid by customers. The fees charged need to support the cost of operations and maintenance of the plant and distribution system as well as capital improvements that must be undertaken to ensure the stability and reliability of the water system.

The FY 23 Water Department budget reflects a rate increase of 1.2%. The Water Department operations & maintenance budget has no significant variances from previous years. Expected revenues increased only slightly from FY 22 by \$50,000 while expenditures are expected to increase by \$120,000.



Water’s current debt stands at \$2,049,722. This figure does not include the IEPA loan for the “Hudson Drive Project” which is \$920,898. After completion, the City is expecting the IEPA to forgive \$400,000, bringing our cost down to \$520,898. No other major capital projects are scheduled for FY 23.

	FY 23 Budget
O&M revenues	\$ 1,396,235.00
Transfer from Reserves	
Total O&M Income	\$ 1,396,235.00
O& M Expenses	\$ 1,330,439.00
Transfer to Reserves	\$ 65,796.00
Total O&M Expenses	\$ 1,396,235.00
Capital Imp. Income	\$ 191,618.00
Transfer from reserve	\$ -
Total Capital Income	\$ 191,618.00
Total Cap Expense	\$ 179,078.00
Transfer to reserve	\$ 12,540.00
Total Capital Expenses	\$ 191,618.00
Debt Service Income	\$ 266,280.00
To/(from) Reserves	
Total Debt Service Inc.	\$ 266,280.00
Debt Service Expenses	\$ 129,265.00
Transfer to Reserves	\$ 137,015.00

Garbage Fund

As a proprietary fund, the Garbage Fund is fully self-supported and receives no tax support. It operates exclusively on the revenue generated from rates paid by customers. The fees charged need to support the cost of operations for curbside garbage and recycling as well as the operations of the Electronics Recycling Center.

	FY 23 Budget
Revenues	\$ 727,500.00
Transfer from Reserves	\$ -
Total Income	\$ 727,500.00
Expenses	\$ 716,641.00
Transfer to Reserve	\$ 10,859.00
Total Expense	\$ 727,500.00

Tourism Fund

As a proprietary fund, the Tourism Fund is fully self-supported through the receipt of hotel taxes paid by visitors who stay in our local hotels. Revenues are also collected from businesses who wish to be sponsors for Tourism hosted events such as Art in the Park, Jammin on the Rock and the Lumberjack Show.

	FY 23 Budget
Revenues	\$ 274,921.00
Reserves	\$ -
Total Income	\$ 274,921.00
Expenses	\$ 259,651.00
Trans to (from) Reser	\$ 15,270.00
Total Expenses	\$ 274,921.00

The FY 23 budget shows no substantial changes over past years and with COVID-19 at the endemic stage, revenues should be back to a normal level.

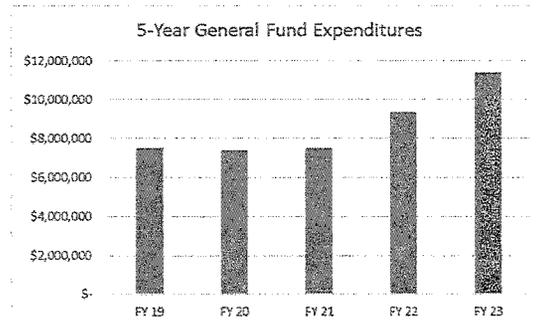
General Fund Expenditures

The FY 23 General Fund expenditures total \$11,380,839. The largest portions of spending are in the Street, Police & Fire Departments, respectively. The Street Department's planned expenses include \$2.7M in non-recurring expenditures which include \$1,200,000 for the rebuild of 3rd Avenue and \$1,589,000 for the rebuild of Dixon Avenue, both of which should be completed in FY 23. Historically, the Street and Police budgets are the largest of the General Fund.

Department Expenses	FY 23 Budget
Administration	\$ 489,395.00
Building Dept.	\$ 293,102.00
City Administrator	\$ 146,883.00
Business Office	\$ 207,526.48
Code Hearing Dept.	\$ 24,400.00
Fire Dept.	\$ 1,728,411.00
Planning & Zoning	\$ 4,175.00
Police Dept.	\$ 3,196,958.00
Police/Fire Commission	\$ 18,069.00
Public Property	\$ 113,350.00
Street Dept.	\$ 4,980,452.50
Sub-Total Expenses	\$ 11,202,721.98
IMRF/Social Sec.	\$ 178,117.17
Expense Total	\$ 11,380,839.15

The 5-Year General Fund expenditures represented by the chart demonstrate the anticipated spending in FY 23 and FY 22 for various road projects. Those road projects budgeted in FY 22 did not occur so the actual expenditures should be approximately \$2M less than anticipated and are now represented in the FY 23 budget.

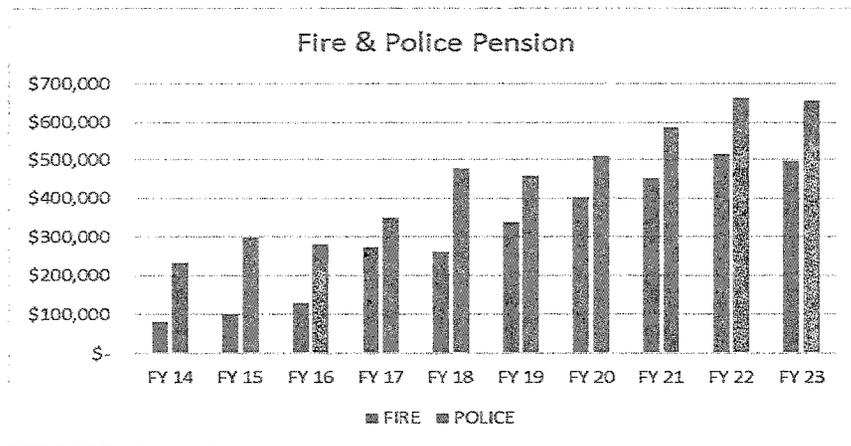
With the implementation of the American Rescue Plan Act (ARPA), expenditures will be made throughout the year using those funds but are not represented in these expenditures. An amended Appropriation Ordinance will be filed prior to the end of FY 23 which will include all ARPA expenditures and any other unbudgeted expenses that may arise.



Police & Fire Pension Funding

Illinois State Statute dictates that any city, village, or town with a population between 5,000 and 500,000, that employs at least one full-time police officer or firefighter, must have a pension fund. The City of Rock Falls funds our Police and Fire Pensions through our tax levy and until the funding formula change that came in the last decade the pensions were manageable and funded at respectable levels. Since the formula change occurred, the Police and Fire pensions have become an overwhelming burden on the General Fund.

The chart below demonstrates the 181% increase in Police pensions over the past 10 years and the 506% increase in Fire pensions. This is clearly unsustainable not only for Rock Falls but for most of the municipalities in Illinois.



As a result, in 2019 the State of Illinois passed legislation that provides for the mandatory consolidation of the investment assets of Illinois’ downstate and suburban police officers’ and firefighters’ pension funds into two new investment funds. The law creates one investment fund for police officers, the Police Officers’ Pension Investment Fund, which will control an estimated \$8.7 billion in combined assets. It also creates one investment fund for firefighters, the Firefighters’ Pension Investment Fund, which will control an estimated \$6.3 billion in combined assets. Time will tell if the consolidation of the pensions will work for a sustainable and stable pension fund.

The Police pension funding of \$654,876 is included as both a revenue and expenditure however, the Fire pension. The Fire pension funds are received by the Whiteside County Collector when property owners pay their taxes and are sent directly to the investment agent by the County. Neither the Fire pension revenues or expenditures are represented in the FY 23 budget.

Other Funds

Demolition Fund

Demolition Fund is a stand-alone fund that receives its revenue from grants such as the Abandoned Property & Strong Communities Grant through IHDA. It also receives funds from the sale of abandoned properties acquired by the City through tax sale. These funds are used to mow and secure abandoned properties and demolish condemned residential properties across the City.

	FY 23 Budget
Revenues	\$ 105,500.00
Reserves	
Total Income	\$ 105,500.00
Expenses	\$ 127,500.00
Trans to (from) Reser	\$ (22,000.00)
Total Expenses	\$ 105,500.00

Industrial Development Commission

The Industrial Development Commission is an independent commission of the City who owns the industrial, commercial & residential property on behalf of the City. Until 2021, an Industrial Development Commission could not hold title to residential property. The City of Rock Falls worked with State Representative Tony McCombie and had the statute changed to read, *use or disposal of surplus real estate owned by the municipality.*

	FY 23 Budget
Revenues	\$ 850.00
Transfer from Reserves	
Total Income	\$ 850.00
Expenditures	\$ 6,700.00
Trans to/(from) Reserve	\$ (5,850.00)

Downtown TIF (Tax Increment Finance)

Illinois and 48 other states use a TIF as an economic development tool. With this development tool, financially strapped local governments can make the improvements, offer development incentives to attract new businesses or help existing businesses expand. The TIF provides that assistance with tapping into the General Fund or raising property taxes. A map of our TIF is below.

	FY 23 Budget
Revenues	\$ 164,500.00
Reserves	\$ -
Total Income	\$ 164,500.00
Total Expenses	\$ 146,200.00
Transfer to Reserves	\$ 18,300.00
Unexpended Funds	\$ -



Total of All Funds

The total revenues and expenditures for all proprietary and governmental funds result in a \$549.85 surplus

	FY 23 Budget
Total Revenues	\$ 31,278,536.00
Total Expenditures	\$ 31,277,986.15
Surplus/(Deficit) Budget	\$ 549.85

City Administration

Mayor.....	Rodney Kleckler
City Administrator.....	Robbin Blackert
City Attorney.....	Matt Cole, Ward, Murray, Pace & Johnson, P.C.
Chairman of Finance Committee.....	Gabriela McKanna, Ward 1 Alderperson
Alderpsons.....	William Wangelin, Ward 1 Alderperson Brian Snow, Ward 2 Alderperson Casey Babel, Ward 2 Alderperson Steve Dowd, Ward 3 Alderperson Cody Dornes, Ward 3 Alderperson Marshall Doane, Ward 4 Alderperson Violet Sobottka, Ward 4 Alderperson

ACKNOWLEDGEMENT OF RECEIPT

Name: _____ Date: _____

_____ City of Rock Falls Handbook for Newly Elected Officials

_____ Chromebook

_____ Publication - Conflicts of Interests, Ethics and Liability of Illinois (2019 Addition)

_____ Publication - Handbook for Newly Elected Officials

_____ Publication - Illinois Municipal Handbook (Volume 19-2021)

Upon separation from the City of Rock Falls, I will return all the items issued to me.

Signature

Date

POSITION DESCRIPTION CITY OF ROCK FALLS

POSITION: Street Superintendent

REPORTS TO: City Administrator

POSITION SUMMARY: The Street Superintendent position provides the leadership and direct management of personnel and the day-to-day operations of the Street Department, including the assignment of personnel duties, equipment, and materials. Also, ensure that accurate and timely documentation of the hours worked, materials and equipment used to perform the daily activities is accomplished and within budget parameters. Typical responsibilities include but are not limited to development and monitoring of annual Street Department budget, overseeing pavement maintenance and repair, pavement markings and signing, mowing and maintenance of City property including city-owned parks, leaf collection activities and oversees citywide snow removal. This position is subject to 24-hour availability, 7 days per week, including weekends and holidays.

PRIMARY RESPONSIBILITIES

General Street

- Manages all aspects of street maintenance including, but not limited to street repair, snow and ice control, signs, bridges, alleys and public parking lots.
- Manages snow and ice control operations, including implementing policy, ensuring resources are available for response, scheduling staff, training, plow route development and general oversight of the operations.
- Recommends priorities, develops plans and manages road maintenance repairs and replacement.
- Coordinates with Engineers on construction oversight of projects as necessary.
- Scheduling of employees for various maintenance and repair activities.
- Works with Engineers to prepare bids, manages and oversees road maintenance including crack filling, chip sealing, road salt management and sidewalk construction. Coordinates contracts and agreements.

Fleet Management

- Manages fleet operations and maintenance including fueling system, preventative and routine maintenance, inventory life cycle replacement program, maintenance facility planning and contract maintenance.
- Oversee acquisition of parts, fuel and contract maintenance. Processes invoices for parts and supplies.
- Recommend replacement of fleet vehicles at appropriate times.
- Coordinates training opportunities for staff.
- Maintains equipment records including all maintenance and repairs.

Team Management

- Management responsibility for assigned areas; plans, manages and oversees the daily operations and maintenance activities of the department.
- Trains staff as appropriate in work and safety procedures and in the operation of equipment and tools.
- Oversees and evaluates work of assigned employees for accuracy, proper work methods to maintain compliance with applicable standards, specifications and safety regulations.
- Evaluates employee performance, counsels employees and provides discipline measures when required.
- Participates in hiring of seasonal staff to accomplish objectives.

- Actively participates in safety meetings and coordinates with City Safety Officer to provide monthly safety meetings for employees.
- Maintain safety records of incidents.
- Perform facility and fleet safety inspections along with associated reporting.

Miscellaneous Duties

- Works and coordinates with City Administrator and other Department Heads
- Reviews requests for information and complaints from the public regarding maintenance matters.
- Effectively and courteously works with the public to resolve questions, concerns, and problems.
- Assists with capital improvement planning and implementation of operational budgets including procurement of materials, supplies and equipment.
- Monitors inventory levels and approves purchases.
- Participate in development and implementation goals, objectives, policies, and priorities.
- Develop and standardize procedures and methods to improve and monitor the efficiency and effectiveness of programs, service delivery methods and procedures.
- Perform any other duties as may be assigned from time to time.

Qualifications

- Possess a high school diploma or equivalent
- Possess a valid Illinois CDL Class B
- At least five years of experience with a municipal street department or commensurate experience, preferably a supervisory position.
- Understanding of fleet management
- Respond to emergency calls within 30 minutes.

Knowledge

- Principles and practices of municipal street maintenance activities.
- Principles and practices of fleet management.
- Construction zone traffic control and safety practices and procedures.
- State and Federal CDL regulations and standards.
- Principles and practices of safety management.
- Ability to establish and maintain effective working relationships with employees, contractors, developers, officials, and the general public.
- Ability to organize, evaluate and present information effectively, both orally and in writing.
- Administrative, managerial and supervisory principles and practices.
- Ability to effectively supervise, train and evaluate personnel.
- Use of Microsoft products including Outlook, Word and Excel.

Physical Requirements

- Sit or stand for extended periods of time.
- Walk for extended periods of time on uneven terrain.
- Hear and speak effectively in person and over the phone.
- Visual acuity to read computer screens and printed documents.
- Manual dexterity to type on a keyboard and to perform manual tasks such as handwriting.
- Significant time spent outdoors on worksites monitoring activities in all types of weather.
- Lifting of objects, files, boxes or other equipment weighing up to 50 pounds.

City of Rock Falls
Job Description

Position: Economic Development Director

Reports To: City Administrator

Summary: The Economic Development Director is a full-time permanent position who will manage and supervise all economic development activities.

Duties:

- Long Term Strategic planning:
 - Create a long-term plan for strategic growth in Rock Falls. This includes a strategy for attracting businesses in emerging industries (for example, cannabis or renewable energy).
 - Identify development opportunities within the community and address industrial blight
 - Stay informed of federal, state, and municipal laws, policies, standards, regulations, and procedures that could impact existing and new business
 - Support zoning and planning efforts to ensure they align with development strategy
- Investment:
 - Develop and maintain an inventory of ready-to-use industrial and retail space
 - Seek out investors for major industrial projects
 - Acquire public and private funding for investment, including searching for eligible grants and completing grant applications
- Relationship Building:
 - Build relationships with existing businesses to determine their needs and how to retain them in our community
 - Keep informed of grant and loan opportunities for local business owners to apply for, and assist with applications if needed
 - Partner with Chamber of Commerce (both Rock Falls and Sauk Valley) to improve or enhance existing programs for local business owners, or develop new programs
 - Work collaboratively with other regional economic development directors, where mutual interests exist.
 - Create materials to promote the city to prospective business owners and investors, and oversee the economic development portion of the city website (create a section if there is nothing currently in place)
 - Represent the city at conferences or other networking opportunities, and facilitate communication between the city and other agencies regarding economic development
 - Perform market research and collect data and statistics regarding employment, education, and business needs in our community
 - Any other duties as may be assigned from time to time.

- Skills and Abilities:
 - Organize and maintain departmental records
 - Ability to read and understand complex legal documents and agreements
 - Strong negotiation skills
 - Ability to use Microsoft office and other software
- Qualifications:
 - Bachelor's degree or equivalent career experience in Business, Economics, Public Administration, Urban Planning, or equivalent field
 - 3 years of experience in Economic Development
 - Valid IL Driver's License or the ability to acquire an Illinois Driver's License within sixty (60) days of hire.

Physical Demands & Work Environment:

- The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit, use hands, fingers, handle or feel objects, tools or controls, and talk or hear. The employee is occasionally required to stand, walk and reach with hands and arms.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.
- Work is regularly performed in office settings and requires sitting for prolonged periods of time, the use of a computer keyboard and screen.
- Visits to potential development sites may be required and may require ability to transverse uneven ground, interior of dilapidated or blighted buildings which may require climbing stairs.
- Hand-eye coordination and fine manipulation skills are necessary to operate computers and other office equipment.
- Must be able to meet the physical requirements of the position and have mobility, vision, hearing and dexterity levels appropriate to the duties to be performed.

RECEIVED
DEC 12 2022
BY: _____

Marshall Doane
1111 Avenue B
Rock Falls, IL 61071
12/12/2022

To the Mayor, City Attorney(s), and those it may concern;

I hereby resign as Ward 4 Alderman in Rock Falls. Accept this as a written notification informing the City of Rock Falls and its Council of my resignation effective today, Monday December 12th, 2022.

Regards,

A handwritten signature in black ink, appearing to read "Marshall Doane", written in a cursive style.

Marshall Doane