

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

815-622-1100
Ext. 4

City Treasurer

Kay Abner
815-622-1100

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

May 18, 2021
6:30 p.m.

Call to Order at 6:30 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 May 4, 2021 City Council Meeting
2. Approval of bills as presented

Resolutions:

1. Resolution 2021-861 – Approving and Ratifying Animal Control Agreement
2. Resolution 2021-862 – Authorizing Waiver of Competitive Bidding and Acceptance of Proposal for RB&W Amphitheater Improvements

City Administrator Robbin Blackert

1. Report of Emergency Repairs for two RAS pumps and two WAS pumps at the Wastewater Treatment Plant in the amount of \$39,166.00
2. Rebuild Illinois Grant application for 3rd Avenue

Information/Correspondence

James Reese, City Attorney
Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin
Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

Ward 2

Alderman Brian Snow – Building Code Committee Chairman

1. Approval to accept the bid for 2021-2024 Lawn Maintenance and award to Burger Brothers Trucking & Excavating, Inc., 901 E 18th Street, Rock Falls, IL 61071, pending receipt of all necessary paperwork

Alderman Casey Babel

Ward 3

Alderman Steve Dowd

Ward 4

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

Alderman Marshall Doane

Mayor's Report:

1. Approve the appointment of Casey Babel and Jeff Kindle to the Planning/Zoning Commission for a 4 year term (05-18-2021 to 04-30-2025)
2. Approve the re-appointment of Brian Snow to the Industrial Development Commission for a 5 year term (05-01-2021 to 04-30-2026)
3. Approve appointment of Jessica Devers as 3rd Ward Alderman for a 2 year term
4. Approve appointment of Wayne Squire as City Clerk for a 4 year term
5. Approve standing Committees and Commissions as presented

Adjournment

Next City Council meeting – June 1, 2021 at 6:30 p.m.

Posted: May 14, 2021

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.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN
OF THE CITY OF ROCK FALLS

May 4, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. May 4, 2021 in the Council Chambers by Mayor William B. Wescott.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Babel, Kleckler, Doane and Sobottka. Alderman Snow and Schuneman being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

Resident Allen Boseneiler congratulated Rod Kleckler on winning the election for Mayor.

David Sigel, a resident of Riverside Mobile Estates addressed the City Council and wanted to know what the City was going to do about what is going on in the Mobile Home Park. Mayor Wescott stated that there is nothing that the City can do at this point, the City has no authority to direct Mr. DeHaan to correct the problems.

A motion was made by Alderman Wangelin and second by Alderman Palmer to approve the minutes of the April 20, 2021 City Council Meeting.

Vote 6 aye, motion carried.

Mayor William Wescott addressed the City Council. He thanked all of the residents, employees and City Council Members of the City of Rock Falls for all that has been accomplished in his 8 years as Mayor. Mayor Wescott also addressed numerous items that were in a letter that went through the community.

Deputy City Clerk Michelle Conklin read the results of the Canvass of Votes cast at the April 6, 2021 Consolidated Election. Results are as follows:

Rodney G. Kleckler, Mayor
Kay M. Abner, City Treasurer
William Wangelin, Ward 1 Alderman
Gabriella Palmer, Ward 1 Alderman (2 year unexpired term)
Brian E. Snow, Ward 2 Alderman
Casey D. Babel, Ward 2 Alderman (2 year unexpired term)
Steven Dowd, Ward 3 Alderman
Violet L. Sobottka, Ward 4 Alderman

A motion was made by Alderman Sobottka and second by Alderman Wangelin to accept the certified results from the Whiteside County Canvassing Board for the April 6, 2021 Consolidated Election.

Vote 6 aye, motion carried.

Deputy City Clerk Michelle Conklin sworn in the newly elected council members.

Deputy City Clerk Michelle Conklin called the roll. A quorum was present including Mayor Kleckler, Alderman Palmer, Wangelin, Babel, Dowd, Doane and Sobottka. Alderman Snow being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

A motion was made by Alderman Palmer and second by Alderman Sobottka to approve the bills as presented.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve Ordinance 2021-2526 – Ordinance Amending Chapter 32, Article V of the Rock Falls Municipal Code to Forego the Annual Increase to Monthly Electrical Charges for the 2022 Fiscal Year – Part 2.

Vote 6 aye, motion carried.

A motion was made by Alderman Babel and second by Alderman Palmer to award the bid for the Rock Falls Electric Department Hydro Plant Construction Services – Transformer Replacement Site Modifications to M. J. Electric, LLC, 200 West Frank Pipp Drive, Iron Mountain, Michigan 49801 in the amount of \$119,800.00.

Vote 6 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Babel to award the bid for the Electric Department Excavator from Bob Cat of Dixon, 610 River Lane, Dixon IL 61021 in the amount of \$35,760.00.

Vote 6 aye, motion carried.

A motion was made by Alderman Babel and second by Alderman Palmer to award the bid for the Electric Department Skid Steer from Bob Cat of Dixon, 610 River Lane, Dixon IL 61021 in the amount of \$38,014.00.

Vote 6 aye, motion carried.

A motion was made by Alderman Palmer and second by Alderman Wangelin to approve the Intergovernmental Agreement with the Illinois Department of Transportation the Local Agency Maintenance of Traffic Control Devices.

Vote 6 aye, motion carried.

A motion was made by Alderman Babel and second by Alderman Palmer to approve the Animal Control Agreement with Whiteside County Health Department for a 3 year term and direct the City Attorney to prepare a resolution ratifying the contract.

Vote 6 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Babel to approve the January 2021 through March 2021 Utility Write Offs.

Vote 6 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Babel to approve changes to the General Procedures Governing Utility Service – Changing from a 4 Cycle Billing to a 2 Cycle Billing.

Vote 6 aye, motion carried.

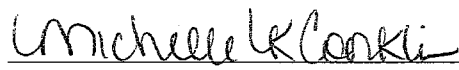
A motion was made by Alderman Wangelin and second by Alderman Sobottka to approve the Mayoral appointment of Shane Brown (Rural Resident Representative) to the Utility Committee – Term 05-01-2021 to 04-30-2026.

Vote 6 aye, motion carried.

Mayor Kleckler addressed the City Council. He stated that he would like to see the newly elected officials to receive training and information on their new positions. He stated that all Committees would stay the same for now, if anyone has special training or would like to be a member of any committee please let him know. He is also looking at the dates and times of meetings, trying to get them standardized more.

A motion was made by Alderman Sobottka and second by Alderman Dowd to Adjourn.

Viva Voce Vote, motion carried. (7:46 p.m.)

A handwritten signature in cursive script, reading "Michelle K Conklin", written over a horizontal line.

Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 05/18/2021

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	5860.33
W/C General Liability	328.00
General Fund	312826.36
Building Code Demo Fund	86.00
TIF-Downtown Redevelopment	84.29
Electric	609859.60
IT Fund	20242.01
Sewer	174571.48
Water	83381.77
Garbage Fund	43780.63
Customer Service Center	2006.52
Tobacco Grant	355.00
Motor Fuel Tax Fund	22154.45
Customer Utility Deposit	59.97
	\$1,275,596.41

Alderman Kleckler
Alderman Wangelin
Alderman Palmer

DATE: 05/06/21
TIME: 11:34:09
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/07/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2796	U.S. CELLULAR		78.16
4941	MUNICIPAL INSUR COOP AGENCY		2,900.00
5178	COMCAST BUSINESS		20.08
771	PINNEY PRINTING CO		208.00
T0004325	JJM PRINTING INC		96.00
	TOURISM		3,302.24
GENERAL FUND			
01	ADMINISTRATION		
4941	MUNICIPAL INSUR COOP AGENCY		269,105.76
5178	COMCAST BUSINESS		20.08
795	SBM BUSINESS EQUIPMENT CENTER		6.75
	ADMINISTRATION		269,132.59
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS		20.08
795	SBM BUSINESS EQUIPMENT CENTER		6.75
	CITY ADMINISTRATOR		26.83
04	BUILDING		
5178	COMCAST BUSINESS		40.20
5311	SAMSARA NETWORKS INC		20.00
	BUILDING		60.20
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS		40.18
5308	ADMINISTRATIVE SERVICES		92.71
795	SBM BUSINESS EQUIPMENT CENTER		229.49
	CITY CLERK'S OFFICE		362.38

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
194	GRUMMERT'S HARDWARE - R.F.		5.92
2451	MENARDS		69.99
350	GISI BROS. INC.		44.65
4196	LAW ENFORCEMENT SYSTEMS INC		182.00
511	MICHAEL KUELPER		170.60
5147	ID NETWORKS		2,995.00
5178	COMCAST BUSINESS		80.32
956	UNIFORM DEN INC		276.65
T0003392	TIM LAWRENCE		159.71
T0005448	TROTSKY INVESTIGATIVE POLYGRAP		155.00
	POLICE		4,139.84
10	STREET		
5178	COMCAST BUSINESS		20.08
5311	SAMSARA NETWORKS INC		200.00
	STREET		220.08
12	PUBLIC PROPERTY		
1023	WILLETT, HOFMANN & ASSOCIATES		697.60
4640	TERRACON CONSULTANTS		11,056.37
	PUBLIC PROPERTY		11,753.97
13	FIRE		
423	AT&T		72.34
4664	STAPLES ADVANTAGE		148.98
4866	LOESCHER		109.00
511	MICHAEL KUELPER		170.60
5178	COMCAST BUSINESS		60.24
5308	ADMINISTRATIVE SERVICES		92.71
T0003294	MOBILE ELECTRONICS, INC		168.75
T0003392	TIM LAWRENCE		159.71
T0005447	TARGETSOLUTIONS LEARNING, LLC		1,997.00
	FIRE		2,979.33

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
110	BONNELL INDUSTRIES, INC.		665.50
1224	AIRGAS USA LLC		56.71
1314	AMERICAN SAFETY UTILITY CORP		1,027.34
194	GRUMMERT'S HARDWARE - R.F.		23.37
2451	MENARDS		319.18
2606	MIKE'S REPAIR SERVICE		47.96
31	ALTEC INDUSTRIES, INC.		410.00
34	ALTORFER INC.		127.60
4089	JEFF TUPPER		478.26
4215	POWER LINE SUPPLY		1,198.00
4681	EDLER POWER SERVICES INC		3,810.00
4941	MUNICIPAL INSUR COOP AGENCY		183,481.20
4995	CLOUDPOINT GEOSPATIAL		1,983.34
5040	SIMMERS CRANE DESIGN & SERVICE		3,584.00
5110	KUNES COUNTRY AUTO GROUP		952.90
5141	CINTAS CORPORATION		360.09
5178	COMCAST BUSINESS		40.22
5210	RITZ SAFETY LLC		141.89
5311	SAMSARA NETWORKS INC		280.06
771	PINNEY PRINTING CO		142.00
T0005445	ASHLEY KUHN		112.67
	OPERATION & MAINTENANCE		199,242.29
SEWER FUND			
38	OPERATION & MAINTENANCE		
111	BONNELL REPAIR & TOWING, INC.		1,155.05
194	GRUMMERT'S HARDWARE - R.F.		20.66
4027	WHITESIDE COUNTY RECORDER		43.00
4119	USA BLUE BOOK		350.39
4656	THOMPSON TRUCK AND TRAILER		5,101.12
4941	MUNICIPAL INSUR COOP AGENCY		110,088.72
4978	NUTRIEN AG SOLUTIONS INC		150.00
4995	CLOUDPOINT GEOSPATIAL		1,983.33
5141	CINTAS CORPORATION		34.05
5172	PIEDMONT TECHNICAL SERVICES		4,784.93
5178	COMCAST BUSINESS		20.08
5311	SAMSARA NETWORKS INC		120.00
T0005421	ROCK RIVER WATERSHED GROUP		3,052.00
	OPERATION & MAINTENANCE		126,903.33

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
1449	QUALITY READY MIX		525.00
5151	LEE JENSEN SALES CO, INC.		3,009.50
5171	FERGUSON ENTERPRISES LLC #3326		3,057.60
	WATER		6,592.10
48	OPERATION & MAINTENANCE		
1110	MARTIN EQUIPMENT		2,446.17
1449	QUALITY READY MIX		2,697.50
194	GRUMMERT'S HARDWARE - R.F.		307.42
2796	U.S. CELLULAR		359.31
2847	PDC LABORATORIES, INC.		393.09
4707	KIMBALL MIDWEST		139.80
4941	MUNICIPAL INSUR COOP AGENCY		48,928.32
4995	CLOUDPOINT GEOSPATIAL		1,983.33
5178	COMCAST BUSINESS		20.08
5311	SAMSARA NETWORKS INC		120.00
55	ARAMARK UNIFORM SERVICES, INC.		164.88
795	SBM BUSINESS EQUIPMENT CENTER		1,599.00
	OPERATION & MAINTENANCE		59,158.90
GARBAGE FUND			
50	GARBAGE		
4631	WHITESIDE COUNTY		600.00
795	SBM BUSINESS EQUIPMENT CENTER		26.99
	GARBAGE		626.99
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS		40.20
	CUSTOMER SERVICE CENTER		40.20
TOBACCO GRANT			
58	TOBACCO		

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INVOICES DUE ON/BEFORE 05/07/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOBACCO GRANT			
58	TOBACCO		
1165	CEC OF THE SAUK VALLEY INC		355.00
	TOBACCO		355.00
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES		17,606.34
2555	CARGILL INC.		2,231.52
	MOTOR FUEL TAX		19,837.86
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005446	VERDA JOHNSON		7.31
	CUSTOMER UTILITY DEPOSITS		7.31
	TOTAL ALL DEPARTMENTS		704,741.44

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INVOICES DUE ON/BEFORE 05/14/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
753	ROCK FALLS CHAMBER OF COMMERCE		1,000.00
795	SBM BUSINESS EQUIPMENT CENTER	1,868.98	18.09
T0005138	ROCK RIVER PRODUCTIONS		390.00
T0005449	815 PORTA POTTY		150.00
T0005451	TRIPLE P BBQ/SHANE PORTER		1,000.00
	TOURISM		2,558.09
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
4941	MUNICIPAL INSUR COOP AGENCY	614,504.00	328.00
	W/C-GENERAL LIABILITY		328.00
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON		3,874.13
4331	CIRCUIT CLERK OF LEE COUNTY		900.00
4333	CIRCUIT CLERK OF OGLE COUNTY		471.00
	ADMINISTRATION		5,245.13
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	1,868.98	387.59
	CITY ADMINISTRATOR		387.59
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES		903.20
1472	WARD, MURRAY, PACE & JOHNSON		117.00
1853	MOORE TIRES INC.		50.38
350	GISI BROS. INC.	44.65	463.38
4508	LEXISNEXIS RISK SOLUTIONS		30.50
5110	KUNES COUNTRY AUTO GROUP	952.90	205.09
5277	PAPER RECOVERY SERVICE CORP		90.00
5308	ADMINISTRATIVE SERVICES	185.42	194.71

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
533	ELECTRONICS, INC.		318.00
651	NICOR		92.30
752	ROCK FALLS AREA DOG CONTROL		481.62
795	SBM BUSINESS EQUIPMENT CENTER	1,868.98	587.96
956	UNIFORM DEN INC	276.65	95.90
T0005085	S & B SIGNS		17.50
	POLICE		3,647.54
07	CODE HEARING DEPARTMENT		
1472	WARD, MURRAY, PACE & JOHNSON		434.49
4931	MUNICIPAL SYSTEMS LLC		755.48
	CODE HEARING DEPARTMENT		1,189.97
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	357.37	12.38
2606	MIKE'S REPAIR SERVICE	47.96	93.88
4207	O'REILLY AUTOMOTIVE INC		34.84
4827	KELLEY WILLIAMSON COMPANY		513.29
55	ARAMARK UNIFORM SERVICES, INC.	164.88	49.84
852	S.J. SMITH CO INC		122.20
	STREET		826.43
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES		7,830.09
194	GRUMMERT'S HARDWARE - R.F.	357.37	6.44
533	ELECTRONICS, INC.		50.00
651	NICOR		174.92
	PUBLIC PROPERTY		8,061.45
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES		1,062.69
3173	MUNICIPAL EMERGENCY SERVICES		2,365.37

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
5252	EWERS GARAGE INC		1,088.07
651	NICOR		276.90
	FIRE		4,793.03
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON		86.00
	BUILDING CODE DEMOLITION FUND		86.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
1472	WARD, MURRAY, PACE & JOHNSON		78.00
194	GRUMMERT'S HARDWARE - R.F.	357.37	6.29
	DOWNTOWN REDEVELOPMENT		84.29
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES		7,172.50
1472	WARD, MURRAY, PACE & JOHNSON		821.38
1853	MOORE TIRES INC.		187.92
2140	MCMASTER-CARR SUPPLY		548.70
4148	BHMG ENGINEERS		1,968.31
4207	O'REILLY AUTOMOTIVE INC		16.48
437	ILLINOIS MUNICIPAL ELECTRIC		322,343.39
4903	VERTIV SERVICES INC		1,295.00
5008	POWER SYSTEM ENGINEERING INC		2,612.50
5022	AIMS MECHANICAL, LLC		48,762.00
5107	J F BRENNAN CO INC		7,522.50
5210	RITZ SAFETY LLC	141.89	429.27
5234	IMPERIAL CRANE SERVICES INC		11,925.00
5261	VITA PLUS - LANARK		4,735.43
533	ELECTRONICS, INC.		149.00
651	NICOR		127.93
	OPERATION & MAINTENANCE		410,617.31

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VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

IT FUND			
22	IT FUND		
1493	WILLIAM & MARY COMPUTER CENTER		20,242.00
	IT FUND		20,242.00
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC		9,836.30
	SEWER		9,836.30
38	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES		21,604.47
1449	QUALITY READY MIX	3,222.50	281.00
1853	MOORE TIRES INC.		39.94
2451	MENARDS	389.17	79.98
2517	WM CORPORATE SERVICES, INC		1,832.86
2655	MISSISSIPPI VALLEY PUMP, INC.		6,958.00
34	ALTORFER INC.	127.60	936.90
4446	MORING DISPOSAL, INC.		2,100.00
4827	KELLEY WILLIAMSON COMPANY		381.97
5136	AQUA-AEROBIC SYSTEMS INC		3,326.05
533	ELECTRONICS, INC.		78.00
651	NICOR		212.68
	OPERATION & MAINTENANCE		37,831.85
WATER FUND			
40	WATER		
4141	JEFF BEHRENS EXCAVATING		1,200.00
4361	FERGUSON WATERWORKS #2516		167.09
	WATER		1,367.09
48	OPERATION & MAINTENANCE		
1052	SAUK VALLEY MEDIA		1,302.00
1224	AIRGAS USA LLC	56.71	45.40

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WATER FUND			
48	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES		7,372.40
1472	WARD, MURRAY, PACE & JOHNSON		468.00
194	GRUMMERT'S HARDWARE - R.F.	357.37	75.55
4141	JEFF BEHRENS EXCAVATING		850.00
4361	FERGUSON WATERWORKS #2516		1,943.68
4651	MOST PLUMBING & MECHANICAL LLC		150.00
4827	KELLEY WILLIAMSON COMPANY		273.30
55	ARAMARK UNIFORM SERVICES, INC.	164.88	83.57
631	MURRAY & SONS EXCAVATING, INC		3,355.00
651	NICOR		344.78
	OPERATION & MAINTENANCE		16,263.68
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.		43,153.64
	GARBAGE		43,153.64
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON		526.50
5309	QUADIENT LEASING USA INC		1,439.82
	CUSTOMER SERVICE CENTER		1,966.32
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
5048	CIVIL MATERIALS		2,316.60
	MOTOR FUEL TAX		2,316.60
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005450	CHRISTI & TIMOTHY HERBON		52.66
	CUSTOMER UTILITY DEPOSITS		52.66
	TOTAL ALL DEPARTMENTS		570,854.97

CITY OF ROCK FALLS

RESOLUTION NO. 2021-861

**RESOLUTION APPROVING AND RATIFYING
ANIMAL CONTROL AGREEMENT**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, Illinois, this _____ day of _____, 2021.

RESOLUTION NO. 2021-861

**RESOLUTION APPROVING AND RATIFYING
ANIMAL CONTROL AGREEMENT**

WHEREAS, the Illinois Animal Control Act, 510 ILCS 5/1 et. seq. (the “Act”), provides for, among other things, the control of animal populations, rabies and dangerous animals, including the impoundment, shelter and/or sterilization of said animals; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the “Municipal Code”) grants to municipalities certain police powers and authority to regulate animals for the protection of the public health and safety; and

WHEREAS, the Whiteside County Health Department (the “Department”) is generally tasked with the enforcement of the Act; and

WHEREAS, the City of Rock Falls and the Rock Falls Area Dog Control Board (“RFADCB”) have identified a need for the continued existence and operation of a county pound and such other animal control services within their respective jurisdictions; and

WHEREAS, the City, RFADCB and the Department have negotiated an agreement, attached hereto as Exhibit A, to provide for the operation and continuing maintenance and management of a county pound within the greater Rock Falls area, and to provide for certain services to be provided by the County in the enforcement of animal control laws therein (all of the foregoing, the “Agreement”); and

WHEREAS, the Intergovernmental Cooperation Act (“Act”), 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency, including the ability to contract with one another to perform any activity not prohibited by law; and

WHEREAS, the Parties have determined that it is in the best interests of the collective group to enter into the Agreement; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered the Agreement and have determined it to be in the best interests of the City and its residents to authorize the Mayor to execute the Agreement for and on behalf of the City in accordance with the terms and conditions herein.

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

SECTION 1: The recitals in the preambles to this Resolution are declared to be true and accurate and are incorporated herein.

SECTION 2: The Agreement is hereby approved and accepted by the Corporate Authorities of the City.

SECTION 3: The Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Agreement, which Agreement shall be substantially in the form attached hereto as Exhibit A.

SECTION 4: The Mayor and the City Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary to effectuate the Agreement as herein authorized.

SECTION 5: The Agreement shall be effective retroactively as of January 1, 2021. In connection therewith, all actions in relation to the Agreement taken by the City and the Mayor prior to the date of this Resolution are hereby ratified, approved and affirmed.

SECTION 6: If any section, paragraph, or provision of this Resolution 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 Resolution.

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

SECTION 8: This Resolution 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 _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

Exhibit A

(attach Animal Control Agreement)

ANIMAL CONTROL AGREEMENT

This Animal Control Agreement (this "Agreement"), is effective as of the 1st day of January, 2021 (the "Effective Date"), by and between the Whiteside County Health Department ("the Department"), the City of Rock Falls, Illinois (the "City") and the Rock Falls Area Dog Control Board ("RFADCB").

WHEREAS, the Illinois Animal Control Act, 510 ILCS 5/1 et seq. (the "Act"), requires counties to provide for, among other things, animal population, rabies and dangerous dog control, including the impoundment, shelter and/or sterilization of animals pursuant to the Act and local ordinances (all of the foregoing, the "Services"); and

WHEREAS, City and RFADCB have each indicated a need for such Services within their respective territorial jurisdictions (collectively, the "Rock Falls Area"); and

WHEREAS, in connection with the foregoing, City and RFADCB desire to contract with the Department to provide the Services within said Rock Falls Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

DEFINITIONS

- 1.1 "Stray Animal" means an animal that is believed to be unowned, abandoned, unwanted or discarded.
- 1.2 "Straying Animal" means an owned animal that is running-at-large.
- 1.3 "Abandoned Animal" means an owned animal presented and renounced by its owner or his or her agent to the County Pound.
- 1.4 "Bite Animal" means an animal at the County Pound that has bitten a human.
- 1.5 "County Pound" means a facility controlled by the Department used for the impoundment, boarding and lawful disposition of stray or straying animals, bite animals, and any other related uses as authorized under the Act.
- 1.6 The "Parties" mean, collectively, the Department, City and RFADCB.

MUTUAL RESPONSIBILITIES

- 2.1 The Parties shall procure and maintain, throughout the terms of this Agreement, such policies of professional liability and other insurances as may be necessary to insure itself and its officers, agents and employees against liability arising out of the performance of its responsibilities under this Agreement. Any of the Parties may request, in writing, to be provided with such certificates of insurance showing that all insurance required to be obtained by such other Parties hereunder are in full force and effect.
- 2.2 Notwithstanding anything to the contrary herein, each of the Parties shall retain their individual and unique authority to set and collect fees charged to the public relating to animal control services within their respective jurisdictions.

THE DEPARTMENT'S RESPONSIBILITIES

THE DEPARTMENT SHALL . . .

- 3.1 Perform the Services within the Rock Falls Area for the duration of the Term (as hereinafter defined).
- 3.2 The Department shall utilize the following schedule when performing Services within the Rock Falls Area:
 - a. 8:00 a.m. through 4:00 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday (no weekends or holidays). Department shall expend no less than forty (40) hours per week toward the Services.
 - b. Department shall conduct a minimum of two (2) patrols weekly for the City of Rock Falls and one (1) patrol weekly for each of Coloma, Hopkins and Montmorency Townships. Notwithstanding the foregoing, extra patrols may be conducted at the discretion of the Department's animal control warden.
 - c. The Department shall have a response time of thirty (30) minutes 90% of the time.
- 3.3 Maintain a County Pound.
- 3.5 Cooperate with the City and RFADCB in the enforcement of their respective animal control laws.
 - a. In connection with the foregoing, the City and RFADCB hereby authorize and empower the Department and its officers, employees, agents and representatives, to enforce the provisions of the City and RFADCB's animal control ordinances (see, e.g., Chapter 4 of the Rock Falls Municipal Code), including the issuance of citations to persons violating said provisions within the Rock Falls Area.
 - b. All citations issued by the Department shall be remitted to the City and/or RFADCB's Treasurer, as applicable, at the end of each month.
 - c. Prosecution of any citations issued by the Department shall be the responsibility of the City or RFADCB.
 - d. Any and all fines or penalties collected by the Department pursuant to the issuance of any citations hereunder shall be reimbursed to the City or RFADCB, as applicable, on a monthly basis.
- 3.6 Indemnify and hold harmless the City, RFADCB, and each of their directors, officers, agents and employees from and against all claims, demands or causes of action for injury or death to persons or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from the negligent acts or omissions of the Department, its directors, officers, agents or employees in the performance of the Services and its responsibilities pursuant to this Agreement.
- 3.7 Supply a key to be kept at the Rock Falls Police Department for the City and/or RFADCB's entry to the County Pound, located at 1701 Industrial Park Road, Rock Falls, IL 61071, before and after normal business hours including weekends and holidays.
- 3.8 Provide regular quarterly reports to the City and RFADCB, which reports shall include, at a minimum, the following information:
 - a. the number of Stray Animal incidents reported and/or encountered within the Rock Falls Area during such period;

- b. the number of Straying Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- c. the number of Abandoned Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- d. the number of Bite Animal incidents reported and/or encountered within the Rock Falls Area during such period;
- e. the number of citations issued by the Department in the enforcement of the City and/or RFADCB's animal control ordinances during such period; and
- f. for each item specified in subsections (a) through (e) above, a summary of the animal or animals involved and the enforcement/remediation efforts taken by the Department in response thereto.

3.9 Notwithstanding anything to the contrary herein, the Services shall not include, and the Department shall not be responsible for any outside services incurred (i.e. veterinary/vendor services). Any outside service requests made by the City or RFADCB must be approved by the Department's animal control warden.

THE CITY AND RFADCB'S RESPONSIBILITIES

THE CITY AND RFADCB SHALL EACH . . .

- 4.1 Compensate the Department for the Services pursuant to the terms and at the rate set forth in Exhibit A, attached hereto and incorporated herein.
 - a. The Parties agree that the payments made to Department in the performance of the Services hereunder shall be subject to annual review, with any increases being mutually agreeable to the Parties hereto.
- 4.2 Indemnify and hold harmless the Department its directors, officers, agents and employees from and against all claims, demands or causes of action for injury or death to persons or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action) arising out of or resulting from the negligent acts or omissions of the City or RFADCB, and their respective directors, officers, agents or employees, in the performance of their responsibilities pursuant to this Agreement.

TERMINATION

- 5.1 This Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years (the "Term").
- 5.2 This Agreement may be terminated by any of the Parties hereto by giving no less than thirty (30) days' notice in writing to the other Parties of its intention to terminate this Agreement.

MISCELLANEOUS

- 6.1 Entire Agreement. This Agreement contains the entire understanding between the Parties. No changes, modifications, or alterations of any of the terms and provisions contained in this Agreement shall be

effective unless changed, modified or altered in writing and signed by the Parties hereto.

- 6.2 Assignment. This Agreement may not be assigned by any of the Parties hereto without the prior written consent of the others.
- 6.3 Waiver. A waiver by any party of a breach or failure to perform under this Agreement shall not constitute a waiver of any subsequent breach or failure.
- 6.4 Severability. If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.
- 6.5 Notices. The following addresses shall be used in providing notices of any kind related to this contract:

Public Health Administrator

Whiteside County Health Department
1300 W 2nd St
Rock Falls, IL 61071

Mayor

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

RFADCB

Townships
7155 Hoover Rd
Rock Falls, IL 61071

- 6.7 Governing Law. This Agreement will be governed and construed according to the laws of the State of Illinois.

WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

Whiteside County Health Department

Signature _____

Date ____/____/____

City of Rock Falls

Signature _____

Date ____/____/____

Rock Falls Area Dog Control Board

Signature _____

Date ____/____/____

Exhibit A

1. \$1,155.00 per month to be paid at the end of each month of Service during the Term.
2. \$50.00 per pick-up or enforcement visit by the Department if Services are requested by the City or RFADCB outside of the Department's regularly scheduled hours, as specified in Section 3.2, and the animal has been returned to its owner prior to the Department arriving at the requested location.

CITY OF ROCK FALLS

RESOLUTION NO. 2021-862

**RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING
AND ACCEPTANCE OF PROPOSAL FOR
RB&W AMPHITHEATER IMPROVEMENTS**

ADOPTED BY THE

CITY COUNCIL

OF THE

CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, this
_____ day of _____, 2021.

**RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING
AND ACCEPTANCE OF PROPOSAL FOR
RB&W AMPHITHEATER IMPROVEMENTS**

WHEREAS, Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the “Code”) requires any municipality with a population of less than 500,000 to engage in competitive bidding for any work or other public improvement when the expense thereof will exceed \$25,000.00; and

WHEREAS, the amphitheater at the RB&W District Park is in need of certain electrical and lighting improvements (the “Improvements”); and

WHEREAS, due to special expertise required and other unique circumstances, the City was able to obtain a proposal for such Improvements from only one interested contractor, Loescher Heating and Air Conditioning, FBE, said proposal being attached hereto as Exhibit A (the “Proposal”), which Proposal is collectively anticipated to exceed \$25,000.00 for the completion of the Improvements; and

WHEREAS, the Code permits any municipality to waive the foregoing requirement of competitive bidding if authorized by an affirmative vote of two-thirds (2/3) of the aldermen then holding office; and

WHEREAS, after careful review and consideration, the Corporate Authorities have determined it to be in the best interests of the City to waive the competitive bidding requirements for the Improvements, and to approve the Proposal as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, as follows:

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

SECTION 2: The City Council hereby waives the necessity of competitive bidding pursuant to Section 8-9-1 of the Code as it relates to the Improvements.

SECTION 3: The Proposal for construction of the Improvements is hereby approved. The Mayor and City Clerk are hereby authorized and directed to execute the Proposal and any formal contract memorializing such Proposal, as necessary, and any other such documents as may be reasonably required to effectuate the intent of these Resolutions.

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

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

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

Passed by the Mayor and the City Council of the City of Rock Falls on the _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

Loescher

HEATING AND AIR CONDITIONING, FBE

The single source. The right choice.

Heating • Air Conditioning • Sheet Metal • Refrigeration • Plumbing
Electrical Contracting • Duct Cleaning • Thermal Diagnostics

April 15, 2021

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

Re: Amphitheater Electrical

Loescher is pleased to offer the following for your consideration

1. Install 200-amp 3 phase underground meter base (provided by city).
2. Install 200-amp underground feed from transformer approx 20'
3. Extend 200 Amp feeder from meter base to 200 amp 40 circuit weatherproof panel with a main breaker.
4. Extend power form new panel back to the street light controller
5. Excavation and Backfill as required for this work

Proposal Amount

Total Installed Price..... \$ 5,100.00

Not Included

- Overtime, Permits, Allowances, Bonds, Utility Fees, Fine Grading or Landscaping, Extended Warranties, Sales Tax
- Concrete groove cutting and sealant is by others, we will layout and coordinate

Please call me at 815-801-7208 with any questions.

Sincerely,

Kevin Rauch

Freeport, IL 61032
815.232.6166

Sterling, IL 61081
815.625.4822
www.loescherhvac.com

Monroe, WI 53566
608.328.4328

April 14, 2021

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

Re: Amphitheater Electrical

Loescher is pleased to offer the following for your consideration

1. Install one weatherproof box on the backside of each column (4 total) with 2 circuits and 2 GFCI receptacles in each using heavy duty weatherproof while in use covers.
2. Install 4 weatherproof boxes on front of stage with one circuit and 1 GFCI in each using heavy duty weatherproof while in use covers.
3. Install one weatherproof box next to electrical panel with 2 circuits and 2 GFCI receptacles using heavy duty weatherproof in use covers.
4. Install dimmable flood lights on the side beams
 - a. (8) 15-watt dimmable fixtures pointing up to the canopy
 - b. (8) 30-watt dimmable fixtures pointing down to the stage area
 - c. (1) 45-watt dimmable fixture in the center of the 2nd cross brace pointing down at the stage
5. Install 3 dimmers in a lockable weatherproof enclosure next to electrical panel

Proposal Amount

Total Installed Price..... \$ 16,684.00

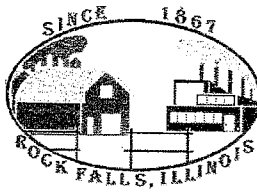
Not Included

- Overtime, Permits, Allowances, Bonds, Utility Fees, Fine Grading or Landscaping, Extended Warranties, Sales Tax
- Concrete groove cutting and sealant is by others, we will layout and coordinate

Please call me at 815-801-7208 with any questions.

Sincerely,

Kevin Rauch



Emergency Repair Justification

Vendor Mississippi Valley Pump
Vendor Address 435 S. Devels Glen Rd Bettendorf IA 52722
Vendor Phone 563-447-1968

Type of Repair: Repair Two RAS pumps and two WAS pumps

Comments:	Please see attached for scope of work Toal cost 39,166 dollars
-----------	--

Requested By: Ed Cox

Approved By: Robbin Blackert

Edward J Cox
Department Head Signature

Robbin Blackert
City Administrator/Mayor Signature

May 13, 2021

Date

This form is to be used for emergency repairs only. Upon completion, attach original invoice to this form and submit to the Clerk for further processing.


MISSISSIPPI VALLEY PUMP, INC.
435 S. Devils Glen Road
Bettendorf, IA 52722

Phone: 563-359-3223
Fax: 563-447-1968
Toll Free: 877-711-7587

QUOTATION

TO: City of Rock Falls, IL.

DATE: 2/25/21

ATTN: Ed

RE: Was Pump Repair

MVP is pleased to offer the following quotation to repair one (1) Flygt Pump Model #3127.181, Serial #1129001 to include the following:

Bearings, seals, o-ring kit, washers and shop labor.

TOTAL PRICE \$2,877.00

Delivery time on parts – 2 weeks

Note: Any additional repair cost will be quoted at time of disassembly.

If you have any further questions regarding this quotation please contact me at the above listed number.

Respectfully Submitted:

Shellie Cabana

Shellie Cabana

Email: shellie@misvalpump.com


MISSISSIPPI VALLEY PUMP, INC.
435 S. Devils Glen Road
Bettendorf, IA 52722

Phone: 563-359-3223
Fax: 563-447-1968
Toll Free: 877-711-7587

QUOTATION

TO: City of Rock Falls, IL.

DATE: 5/12/21

ATTN: Ed

RE: WO 5921 (RAS)

MVP is pleased to offer the following quotation to repair one (1) Flygt Pump Model #3202.180, Serial #1079005 to include the following:

Impeller, insert ring, bearings, seals, o-ring kit, wear protector, protective washer, support washer and shop labor.

TOTAL PRICE \$16,706.00

Delivery time on parts – 2 weeks

For one (1) New Flygt Pump Model #3202.185, 35HP, 460 Volt, 3 Phase, 8" Discharge, 50' Cable.

TOTAL PRICE \$40,440.00 + Frt.

Delivery time – 12 to 14 weeks

If you have any further questions regarding this quotation please contact me at the above listed number.

Respectfully Submitted:

Shellie Cabana

Shellie Cabana

Email: shellie@misvalpump.com

CITY OF ROCK FALLS
LAWN MAINTENANCE BID SHEET

This bid, when accepted and signed by an authorized signatory of the City of Rock Falls shall become a contract binding upon both the person, partnership, or corporation, to supply or perform as specified and upon the City to accept the product or service upon its satisfaction of the Seller's compliance with the specifications herein.

CONTRACTOR:

Burger Brothers Trucking &
Excavating, Inc.

901 E. 18th Street
PO Box 107
Rock Falls, Illinois 61071

bob@burgerbrothersinc.com

815.716.3189
815.625.3189

CITY OF ROCK FALLS

(Mayor)

(Date)

ATTEST:

Deputy City Clerk

Date

ATTEST:

Robert W Burger
(Signature)

President / CEO

(Title)

**CITY OF ROCK FALLS
LAWN MAINTENANCE CONTRACT**

This Lawn Maintenance Contract made this _____ day of _____, 2021 by and between the City of Rock Falls, an Illinois municipal corporation, hereinafter referred to as the "City", and _____, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and promises as set forth herein, and for such other consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor hereby agree as follows:

1. **The Work.** City and Contractor agree that Contractor, at its own cost and expense, shall perform the following lawn maintenance services for the City, which shall include, but not be limited to:

Mowing grass (mulch clippings), picking up paper or debris, sweeping and cleaning sidewalks of mowing debris, removing excess clumps of grass and/or clippings, removing leaves, weed-whacking around obstacles, and such other lawn maintenance services as may be requested, necessary or required by the City building department (all of the foregoing, the "Work"); and

to furnish all materials, tools, equipment, and labor necessary to complete the Work in full compliance with all of the terms and requirements of this Contract, including the "Bid Specifications and Contract for Lawn Maintenance" and "Contract Bond", which documents are attached hereto and made a part of this Contract. The requested Work shall be completed within five (5) days of notification from the City building department. Adverse weather will be taken into consideration from the City building inspector as to the time period by which to complete the Work.

2. **Contract Term.** This Contract shall be for a term of three (3) years, beginning on May 1, 2021 and ending on April 30, 2024, unless earlier terminated in accordance with the terms herein. The City shall, at its election, have the right to terminate this Contract, for any reason or for no reason, upon sixty (60) days prior written notice to Contractor.

3. **Payments.** On or before the first (1st) day of each month, the Contractor shall submit to the City a written "Application for Payment" showing the value of Work completed. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for Work consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). Payments made to Contractor shall be at the unit prices accepted by the City and established on the "Bid Submittal Form City of Rock Falls Lawn Maintenance", which document is incorporated herein by reference.

4. **Contractor Representations.** Contractor represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the place of its origin and that it possesses all the authority necessary to enter into this Contract and perform the obligations of Contractor hereunder.

5. **Default.** A party is in default and may immediately terminate this Contract if: (i) either party violates any representations or warranties herein; or (ii) either party otherwise breaches a material provision herein, including but not limited to the failure of Contractor to complete the Work, and such breach is not cured within fifteen (15) days after the non-breaching party provides

written notice of such breach.

6. **Indemnification.** To the extent permissible under applicable law, each party hereby covenants and agrees to indemnify and save harmless the other party, its agents and employees from all liabilities, damages, charges, expenses, fees, attorney fees and costs on account of or by reason of any injuries, liabilities, claims, suits or losses owing to the indemnifying party's negligence, willful misconduct, or breach of applicable laws and regulations. The party being indemnified may at its option select counsel at its own expense and participate in any indemnification proceedings.

7. **Insurance.** Contractor shall purchase and maintain throughout the term of this Contract commercial general liability insurance written on an occurrence basis with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such coverage shall include, but not be limited to, property damage and personal injury liability. Contractor shall also purchase and maintain motor vehicle insurance with a limit of not less than \$1,000,000 per occurrence combined single limit including coverage for hired or leased vehicles, and owned and non-owned vehicles with no-fault coverage as required by law. Contractor shall carry such workers compensation insurance as required by state law. If applicable, the City of Rock Falls, its officials, agents and employees, shall be named an additional insured on all policies hereunder.

8. **Assignment of Contract.** This Contract shall not be assigned by the Contractor without the prior written consent of the City.

9. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre paid, addressed to the above parties as follows:

If to City:

City of Rock Falls
603 West 10th Street
Rock Falls, Illinois 61071
Attn: Building Inspector

If to Contractor:

Burger Brothers Trucking & Excavating, Inc
PO Box 107
Rock Falls, IL 61071
Attn: Robert Burger

Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

10. **Independent Contractor.** Neither party becomes the agent or legal representative of the other party as a result of this Contract, nor does it create a partnership or joint venture between the parties. It is expressly understood that Contract is an independent contractor and that nothing herein shall be construed to create an agency relationship between Contractor and City.

11. **Non-Waiver.** The failure of a party to insist on the strict enforcement of any provision herein

will not constitute a waiver of the provision or of either party's rights or obligations. No waiver of any provision herein will be binding unless in writing and signed by both parties.

12. **Entire Contract.** This Contract (including the contract documents) represents the entire agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. Terms contained herein and those contained in the Specifications and Contract Documents shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor.

13. **Miscellaneous.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, entity or entities may require. All headings are for convenience only and shall not constitute binding language.

14. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site(s) of the proposed Work, investigated and become familiar with all the local conditions affecting the Contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the City will not be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

This Contract is executed as of the day and year first written above.

CITY OF ROCK FALLS
603 West 10th Street
Rock Falls Illinois 61071

ATTEST:

By: _____
William Wescott, Mayor

By: _____
Michelle Conklin, Deputy City Clerk

CONTRACTOR

Burger Brothers Trucking & Excavating, Inc

By: Robert W. Burger, Jr.
Robert W. Burger, Jr., President

ATTEST:

By: _____

CONTRACT BOND

Burger Brothers Trucking & Excavating, Inc. (name of Contractor) as Principal, and _____ as Surety are held and firmly bound unto the City of Rock Falls in the penal sum of _____ (\$ _____), lawful money of the United States, well and truly to be paid unto the City of Rock Falls, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the City of Rock Falls this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the City of Rock Falls for the performance of lawn maintenance services for which this bond is given and which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damage to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any persons, firm company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the City of Rock Falls and its City Council harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, 2021 A.D.

PRINCIPAL

(Name of Contractor)

By: _____

Its: _____

SURETY

By: _____

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS)

ss.)

COUNTY OF WHITESIDE)



Western Surety Company

CONTINUATION CERTIFICATE

COPY

Western Surety Company hereby continues in force Bond No. 62757232 briefly described as TRI CITY LICENSE CITIES OF STERLING, ROCK FALLS AND DIXON

for BURGER BROS TRUCKING & EXCAVATING, INC

_____, as Principal,

in the sum of \$ FORTY-FIVE THOUSAND AND NO/100 Dollars, for the term beginning

April 22, 2021, and ending April 22, 2022, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 5th day of March, 2021.

WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

COPY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TRI CITY LICENSE CITIES OF STERLING, ROCK FALLS AND DIXON

bond with bond number 62757232

for BURGER BROS TRUCKING & EXCAVATING, INC

as Principal in the penalty amount not to exceed: \$45,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President Paul T. Bruflat with the corporate seal affixed this 5th day of March, 2021

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

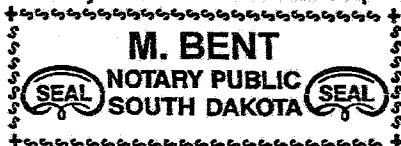
STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

} ss

On this 5th day of March, 2021, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



M. Bent

Notary Public

My Commission Expires March 2, 2026

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



BID SUBMITTAL FORM
CITY OF ROCK FALLS

Lawn Maintenance 2021-2024

Bid pricing:

Lot Size:	Grass Height 8-12"	Grass Height 12" +
50' X 75'	\$ <u>80.00</u>	<u>\$90.00</u> unit price
50 X 100'	\$ <u>105.00</u>	<u>\$120.00</u> unit price
50' X 150'	\$ <u>130.00</u>	<u>\$145.00</u> unit price
50' X 200'	\$ <u>155.00</u>	<u>\$180.00</u> unit price

Company Name: Burger Brothers Trucking & Excavating, Inc.

Owner: Robert W. Burger, Jr.

Business Address: 901 E. 18th Street, PO Box 107

Rock Falls, IL 61071

Phone Number: 815.716.3189 / 815.625.3189

Email: bob@burgerbrothersinc.com

Owner Signature

Robert W. Burger Jr.

Date

04/06/2021

HOLD HARMLESS AGREEMENT

Burger Brothers Trucking & Excavating, Inc. agrees to defend, indemnify and hold harmless, the City of Rock Falls, of and from any and all claims or judgments and all and any loss, cost, damage or expense, including attorney's fees, arising out of any of the activities of _____ (Company Name)

In a contract for:

Lawn Maintenance 2021-2024

Burger Brothers Trucking & Excavating, Inc.
(Company Name)

By: Robert W Burger Jr
(President)

Attest: Robert W Burger Jr
(Secretary)

Seal of Corporation

Bidder's Reference List:

City of Rock Falls, Illinois

Name of Municipality or Company

Mark Searing

Contact Person

msearing@rockfalls61071.com

Phone Number or Email

Landscaping/Mowing, Excavation, Demolition, Cleanup

Type of work performed

City of Sterling, Illinois

Name of Municipality or Company

Brad Schrader / Melanie Farmer

Contact Person

bschrader@sterling-il.gov

Phone Number or Email

Mowing, Concrete, Excavating, Demolition

Type of work performed

Greencastle of Sterling

Name of Municipality or Company

Brandy Wren

Contact Person

815.625.1401

Phone Number or Email

Landscaping/Mowing, Concrete, Demolition, Excavating, Snow Removal

Type of work performed

Bidders may make copies of this form and provide as many references as they wish.

City of Rock Falls
2021 – 2022
Standing Committees / Commissions

Building Code Committee - 1st Thursday - 5:30 p.m.

Alderman Brian Snow – **Chairman**
Alderman Wangelin
Alderman Violet Sobottka
Building Inspector Mark Searing
Chris King – Citizen
Sally Scanlon – Citizen

Eagle Trail Committee - 2nd Tuesday - 5:30 p.m.

Alderman Casey Babel – **Chairman**
Melinda Jones
Amy Williamson
Paul Gierhart
John Larson
Jim Schuneman (Non-voting Member)

Finance/Investment/Insurance Committee - 4th Tuesday - 5:30 p.m.

Alderman Gabriella Palmer – **Chairman**
Alderman Marshall Doane
Alderman Bill Wangelin
Alderman Jessica Devers

Industrial Development Commission - 3rd Thursday - 5:30 p.m.

Michael Clark (05-01-2019 to 04-30-2024) – **Chairman**
Alderman Brian Snow (05-01-2021 to 04-30-2026)
John Larson (11-15-2018 to 11-15-2023)
Dave DeVries (11-15-2018 to 11-15-2023)
Lori Cortez (04-06-2021 to 04-30-2026)
Steve Brenner (04-06-2021 to 04-30-2026)
Becky Hunter (04-06-2021 to 04-30-2026)
Mark Searing – Secretary
Robbin Blackert – Advisory

Ordinance/License/Personnel/Safety Committee - 4th Thursday - 5:30 p.m.

Alderman Violet Sobottka – **Chairman**
Alderman Marshall Doane
Alderman Brian Snow
Alderman Gabriella Palmer

Planning/Zoning Commission - 2nd Thursday - 5:30 p.m.

Don Koehler (08-06-2019 to 04-30-2023) – **Chairman**
Charles Koehler (05-01-2019 to 04-30-2023)
Tony Sosi (05-01-2019 to 04-30-2023)
Rick Turnroth (05-01-2020 to 04-30-2024)
Bill Groleau (03-17-2020 to 04-30-2023)
Stephanie Brall (04-01-2020 to 04-30-2023)
Jeff Kindle (05-18-2021 to 04-30-2025)
Alderman Casey Babel (05-18-2021 to 04-30-2025)
Mayor Rod Kleckler

Police/Fire Committee - 3rd Thursday - 5:30 p.m.

Alderman Bill Wangelin - **Chairman**

Alderman Jessica Devers

Alderman Steve Dowd

Alderman Casey Babel

George Logan - Citizen

Public Works/Public Property Committee - 1st Thursday - 8:15 a.m.

Alderman Wangelin - **Chairman**

Alderman Steve Dowd

Alderman Gabriella Palmer

John Howard - Citizen

Tourism Committee - 2nd Tuesday - 8:15 a.m.

Alderman Casey Babel- **Chairman**

Alderman Gabriella Palmer

Alderman Jessica Devers

Brian Tribley - Citizen (11-15-2020 to 11-15-2022)

Emily Roth - Citizen (09-01-2020 to 11-15-2022)

Amy Williamson - Holiday Inn Representative (11-15-2020 to 11-15-2022)

Tom Rynott - Coloma Township Park District (11-15-2020 to 11-15-2022)

Bethany Bland - Chamber of Commerce (11-15-2020 to 11-15-2022)

Utility Committee - 4th Tuesday - 8:15 a.m.

Tom Myers - **Chairman** - Business Representative (06-25-2018 to 04-30-2022)

Alderman Dowd

Alderman Brian Snow

Alderman Bill Wangelin

Shane Brown - Rural Resident Representative (06-25-2021 to 04-30-2026)

Kim Groharing - City Resident Representative (05-01-2020 to 04-30-2025)

City Administrator Robbin Blackert - Operations Manager

ADA Review Committee - As Needed

Mark Searing - **Chairman**

Alan Petersohn

Emily Witt

Sandy Lichner

Alderman Marshall Doane

Mike Maxwell

Comprehensive Plan Review Committee - As Needed

David Blanton

Chris King

Jeff Guthrie

Gary Camarano

Alderman Violet Sobottka

Alderman Gabriella Palmer

Robbin Blackert

Mayor Rod Kleckler

Mark Searing