

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

July 6, 2021
6:30 p.m.

Call to Order at 6:30 p.m.
Pledge of Allegiance
Roll Call

Public Hearing

For the purpose of receiving written or oral comments from the citizens regarding the proposed Appropriation Ordinance for the Fiscal Year commencing on May 1, 2021 and ending April 30, 2022.

Audience Requests

Community Affairs

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

Consent Agenda:

1. Approval of the minutes of the June 15, 2021 City Council Meeting
2. Approval of bills as presented
3. Refer the Application for Variance from PM Design Group, Inc. to allow for a remote drive-thru bank ATM kiosk in existing parking lot
4. Approve the renewal of Lease Agreement Number 3310 between the City of Rock Falls and the Illinois Department of Natural Resources for a parcel of land at the Hennepin Canal (Linville Crossing) for a period of 5 years (November 1, 2021 – October 31, 2026)

Ordinances 2nd Reading and Adoption:

1. Ordinance No. 2021-2527 – Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and ending April 30, 2022
2. Ordinance No. 2021-2528 – Amending Chapter 32, Article V, Relating to Electrical Requirements
3. Ordinance No. 2021-2529 – Amending Section 2-76. Regular Meetings
4. Ordinance No. 2021-2530 – Amending Chapters 20 and 26 Relating to Recovery of Costs for Weed Removal
5. Ordinance No. 2021-2531 – Approving Waiver of Certain Conditions of the Rock Falls Municipal Code Relating to 609 W 12th Street

6. Ordinance No. 2021-2532 – Amending Chapter 16, Article V of the Rock Falls Municipal Code Relating to Alcoholic Liquor at the RB&W District Park

Resolutions:

1. Resolution 2021-866 – 2021 Fiesta Day Parade

City Administrator Robbin Blackert

1. Industrial Park and Water Plant Elevated Storage Tanks Maintenance Bid Summary
2. Approval to add Alderman Gabriella McKanna as the 4th approved signer on the City of Rock Falls bank accounts
3. Direct City Attorney to draft paperwork to transfer Parcel Number 11-34-251-004 to the Industrial Development Commission

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/Utility Committee Vice Chairman

1. Approve purchase of water meters from Ferguson Waterworks 1720 State Street, DeKalb, IL 60115 in the amount of \$16,560.00
2. Approval of Engineering Agreement for Watermain Replacement Phase 1 with Willett, Hofmann & Associates, Inc. 809 E 2nd Street, Dixon, IL 61021 in the amount of \$149,000.00
3. Approve purchase of new Vactor 2100i SEDF on International Chassis from Standard Equipment Company 625 S IL 83, Elmhurst, IL 60126 in the amount of \$442,116.73
4. Approve transfer of Vactor 2100 Plus (Serial # 11-06V-12667) from the Sewer Department to the Water Department at a cost of \$80,000.00

Alderman Casey Babel

Ward 3

Alderman Steve Dowd
Alderman Jessica Devers

Ward 4

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

Mayor's Report:

1. Appointment of Jessica Devers to the Police Fire Committee
2. Appointment of Bill Wangelin to the Tourism Committee

Executive Session:

1. Section 2(c)(21) – Review of Closed Session Minutes
2. Personnel – Section 2(c)(1) – Employee hiring, firing, compensation, discipline and performance

Action Taken from Executive Session

Adjournment

Next City Council meeting – July 20, 2021 at 5:30 p.m.

Posted: July 1, 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.

PUBLIC HEARING

Notice is hereby given that the City Council of the City of Rock Falls will hold a Public Hearing on Tuesday, July 6, 2021 at 6:30 p.m. in the Council Chambers, 603 W 10th Street, Rock Falls Illinois. The purpose of the hearing is to receive written or oral comments from the citizens regarding the proposed Appropriation Ordinance for the Fiscal Year commencing May 1, 2021 and ending April 30, 2022.

Copies are available in the City Clerk's Office located at 603 W 10th Street, Rock Falls Illinois between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Michelle K. Conklin
Deputy City Clerk

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

June 15, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. on June 15, 2021 in the Council Chambers by Mayor Rod Kleckler.

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

Richard Simon, Electric Utility Department Head informed the City Council that Kennedy Oltmans had won the Groundwater/Electric Scholarship in the amount of \$1,000.00 for 2021. Ms. Oltmans was not able to attend the meeting to accept the scholarship.

Ed Cobau from the Illinois Municipal Utilities Association informed the City Council that Kassandra Estrella from Rock Falls was the 2021 winner of the IMUA Scholarship in the amount of \$1,000.00. Ms. Estrella was not able to attend the meeting to accept the scholarship.

Arletta Pack, 605 16th Avenue, Rock Falls addressed the City Council regarding an invoice and a citation that she received for tall grass. The invoice was for the city mowing her yard but she stated that no one had mowed her yard. Attorney Cole stated that the Administrative Hearings were the place to address any issues that she had with the citation or invoices.

A motion was made by Alderman Snow and second by Alderman Wangelin to approve the Rock Falls Chamber of Commerce's request to close E 2nd Street from Avenue A to Emmons Avenue on June 25, 2021 from 5:45 p.m. until 7:15 p.m. for the Rock Falls Chamber Summer Splash 5K and the request to close the 1st Avenue Parking Lot from June 24, 2021 at 6:00 p.m. until June 26, 2021 at 10:00 p.m. for Rock Falls Chamber Summer Splash Craft & Vendor Show.
Vote 7 aye, motion carried.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the minutes of the June 1, 2021 City Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Sobottka and second by Alderman Babel to approve Consent Agenda items 1 and 2.

Vote 7 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Resolution 2021-864, Authorization to accept a grant through the Illinois Housing Development Authority from the Abandoned Residential Property Municipal Relief Program in the amount of \$20,000.00
Vote 7 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve Resolution 2021-865 Authorizing notice of termination of the Twin City Joint Fire Command
Vote 7 aye, motion carried.

A motion was made by Alderman Snow and second by Alderman Babel to approve first reading of the following ordinances:

1. Ordinance No. 2021-2527 – Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and ending April 30, 2022
2. Ordinance No. 2021-2528 – Amending Chapter 32, Article V, Relating to Electrical Requirements

Viva Voce Vote, motion carried.

City Administrator Robbin Blackert informed the City Council of a Illinois State Fire Marshall Grant that was awarded to the Rock Falls Fire Department in the amount of \$26,000.00 to replace some of the radios. Administrator Blackert thanked Captain Sommers for writing the grant.

A motion was made by Alderman Snow and second by Alderman Sobottka to approve the appointment of Alderman Bill Wangelin, Chairman, Alderman Steve Dowd and Alderman Casey Babel to the Police Fire Committee.

Vote 5 aye, 2 recuse (Wangelin and Babel), motion carried.

A motion was made by Alderman Sobottka and second by Alderman Snow to enter into executive session for the purpose of:

1. Personnel – Section 2(c)(1)-Employee hiring, firing, compensation, discipline and performance.

Vote 7 aye, motion carried. (6:50 p.m.)

A motion was made by Alderman Sobottka and second by Alderman Snow to return to regular session.

Vote 7 aye, motion carried. (7:02 p.m.)

A motion was made by Alderman Snow and second by Alderman Sobottka to approve the Fire Chief employment agreement and appoint Cris Bowens as Fire Chief.

Vote 7 aye, motion carried.

A motion was made by Alderman Wangelin and second by Alderman Babel to approve the Deputy Fire Chief employment contract and appoint Ken Wolf and Deputy Fire Chief.

Vote 7 aye, motion carried.

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

Viva Voce Vote, motion carried. (7:05 p.m.)



Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 07/6/2021

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	5621.54
W/C General Liability	346.50
General Fund	52199.79
TIF-Downtown Redevelopment	284.16
Building Code Demo Fund	3494.19
Employee Group Insurance	45.80
Electric	324682.00
Sewer	100141.06
Water	43703.93
Garbage Fund	44714.08
Customer Service Center	5407.29
Motor Fuel Tax Fund	23402.58
Customer Utility Deposit	553.09
	\$604,596.01

Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/15/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	7,000.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
	TOTAL ALL DEPARTMENTS		3,500.00

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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	4,804.01	1,341.42
5266	OTOCAST LLC		800.00
5308	ADMINISTRATIVE SERVICES	1,049.18	96.96
795	SBM BUSINESS EQUIPMENT CENTER	6,350.65	62.99
T0004936	MSK ENTERPRISES LLC		275.00
T0005001	CANDLELIGHT INN		1,525.50
T0005138	KYLE J MORGAN	1,310.00	532.50
T0005462	JERRY GIBBS		400.00
	TOURISM		5,034.37
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	6,546.00	624.00
4664	STAPLES ADVANTAGE	148.98	4.24
5015	CARD SERVICE CENTER	4,804.01	520.00
	ADMINISTRATION		1,148.24
04	BUILDING		
5015	CARD SERVICE CENTER	4,804.01	22.68
5308	ADMINISTRATIVE SERVICES	1,049.18	96.96
795	SBM BUSINESS EQUIPMENT CENTER	6,350.65	62.98
	BUILDING		182.62
05	CITY CLERK'S OFFICE		
4664	STAPLES ADVANTAGE	148.98	43.59
5015	CARD SERVICE CENTER	4,804.01	31.86
	CITY CLERK'S OFFICE		75.45
06	POLICE		
1519	NOTARY PUBLIC ASSOC. OF IL		162.00
2451	MENARDS	1,425.23	178.65
4572	CHARLES SCHWAB & CO INC		7,139.43

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
4692	PANTHER UNIFORMS, INC.		247.55
4994	JARRETT LUDWIG		332.52
5015	CARD SERVICE CENTER	4,804.01	885.69
752	ROCK FALLS AREA DOG CONTROL	481.62	481.62
	POLICE		9,427.46
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	750.00	750.00
	CODE HEARING DEPARTMENT		750.00
10	STREET		
1040	ZARNOTH BRUSH WORKS, INC.		317.40
1466	ALARM DETECTION SYSTEMS, INC.	3,172.68	590.49
194	GRUMMERT'S HARDWARE - R.F.	919.08	84.57
4207	O'REILLY AUTOMOTIVE INC	205.02	27.96
4655	WHEELHOUSE, INC.		171.00
55	ARAMARK UNIFORM SERVICES, INC.	1,460.18	85.58
651	NICOR	6,933.93	318.49
	STREET		1,595.49
12	PUBLIC PROPERTY		
1165	CEC OF THE SAUK VALLEY INC	355.00	12,225.00
5015	CARD SERVICE CENTER	4,804.01	164.56
651	NICOR	6,933.93	144.44
	PUBLIC PROPERTY		12,534.00
13	FIRE		
350	GISI BROS. INC.	1,695.85	250.00
4385	DINGES FIRE COMPANY	643.92	27.72
4447	FRANK'S SMALL ENGINE REPAIR		45.00
4571	CHARLES SCHWAB & CO INC		7,139.43
4661	HAIGES MACHINERY, INC.		141.40

INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
651	NICOR	6,933.93	202.16
	FIRE		7,805.71
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
131	BURGER BROTHERS INC		785.00
4027	WHITESIDE COUNTY RECORDER	86.75	43.00
	BUILDING CODE DEMOLITION FUND		828.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	919.08	61.14
2380	AUTOZONE	58.88	7.59
4148	BHMG ENGINEERS	1,968.31	4,172.98
4215	POWER LINE SUPPLY	3,716.67	67.00
437	ILLINOIS MUNICIPAL ELECTRIC	322,343.39	113,297.97
5008	POWER SYSTEM ENGINEERING INC	12,592.90	1,834.14
5015	CARD SERVICE CENTER	4,804.01	203.88
5022	AIMS MECHANICAL, LLC	239,124.00	50,184.00
5210	RITZ SAFETY LLC	1,219.63	384.56
67	B & D SUPPLY CO.	265.53	381.32
	OPERATION & MAINTENANCE		170,594.58
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	27,499.60	15,028.00
	SEWER		15,028.00
38	OPERATION & MAINTENANCE		
1279	WILCO RENTAL	12.06	58.50
2301	STERLING NAPA		49.98
4796	VERIZON WIRELESS	1,565.61	163.50

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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
5273	DPS EQUIPMENT SERVICES INC		27,125.00
651	NICOR	6,933.93	1,771.71
	OPERATION & MAINTENANCE		29,168.69
WATER FUND			
40	WATER		
34	ALTORFER INC.	1,514.17	136.65
	WATER		136.65
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	338.60	46.76
1255	VERMEER SALES & SERVICE OF		650.17
194	GRUMMERT'S HARDWARE - R.F.	919.08	43.18
2212	ALLIANCE MATERIALS, INC.		155.42
2606	MIKE'S REPAIR SERVICE	204.36	36.94
5015	CARD SERVICE CENTER	4,804.01	159.00
5171	FERGUSON ENTERPRISES LLC #3326	3,442.92	1,143.30
55	ARAMARK UNIFORM SERVICES, INC.	1,460.18	91.15
T0005346	ESSENCE CHEMICAL COMPANY	597.00	352.93
	OPERATION & MAINTENANCE		2,678.85
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	47,861.14	43,242.08
	GARBAGE		43,242.08
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	4,804.01	1,600.00
	CUSTOMER SERVICE CENTER		1,600.00

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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2212	ALLIANCE MATERIALS, INC.		600.44
	MOTOR FUEL TAX		600.44
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005464	CHASE HUBBARD		20.51
	CUSTOMER UTILITY DEPOSITS		20.51
	TOTAL ALL DEPARTMENTS		302,451.14

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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5253	WEX BANK	6,639.60	105.05
	BUILDING		105.05
06	POLICE		
5253	WEX BANK	6,639.60	2,753.84
	POLICE		2,753.84
10	STREET		
5253	WEX BANK	6,639.60	525.47
	STREET		525.47
13	FIRE		
5253	WEX BANK	6,639.60	667.21
	FIRE		667.21
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	6,639.60	1,507.73
	OPERATION & MAINTENANCE		1,507.73
SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	6,639.60	670.78
	OPERATION & MAINTENANCE		670.78
WATER FUND			
48	OPERATION & MAINTENANCE		

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 06/18/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	6,639.60	532.80
	OPERATION & MAINTENANCE		532.80
	TOTAL ALL DEPARTMENTS		6,762.88

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CITY OF ROCK FALLS
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INVOICES DUE ON/BEFORE 06/25/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	170.81	21.54
5032	COMCAST	478.08	5.33
	TOURISM		26.87
W/C - GENERAL LIABILITY			
08	W/C-GENERAL LIABILITY		
4941	MUNICIPAL INSUR COOP AGENCY	614,832.00	346.50
	W/C-GENERAL LIABILITY		346.50
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	1,400.00	220.00
5032	COMCAST	478.08	5.33
	ADMINISTRATION		225.33
02	CITY ADMINISTRATOR		
5032	COMCAST	478.08	2.66
	CITY ADMINISTRATOR		2.66
04	BUILDING		
1853	MOORE TIRES INC.	278.24	25.19
5032	COMCAST	478.08	10.66
5311	SAMSARA NETWORKS INC	2,220.18	20.00
T0005466	DARREN DYKEMA		30.00
	BUILDING		85.85
05	CITY CLERK'S OFFICE		
4664	STAPLES ADVANTAGE	196.81	209.12
5032	COMCAST	478.08	10.66
	CITY CLERK'S OFFICE		219.78

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INVOICES DUE ON/BEFORE 06/25/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1499	ILLINOIS ASSOCIATION OF		747.50
4796	VERIZON WIRELESS	1,729.11	330.90
5032	COMCAST	478.08	82.51
5208	KALEEL'S	80.00	80.00
683	P. F. PETTIBONE & CO.	303.90	34.00
T0002918	SAUK VALLEY TOWING		125.00
T0004412	PHYSICIANS IMMEDIATE CARE		101.00
	POLICE		1,500.91
10	STREET		
2606	MIKE'S REPAIR SERVICE	241.30	75.56
2771	WINDSTREAM	380.38	380.38
4207	O'REILLY AUTOMOTIVE INC	232.98	115.66
4796	VERIZON WIRELESS	1,729.11	59.02
5032	COMCAST	478.08	5.33
5311	SAMSARA NETWORKS INC	2,220.18	200.00
55	ARAMARK UNIFORM SERVICES, INC.	1,636.91	99.92
	STREET		935.87
13	FIRE		
1024	WILLIAMS AUTO BODY SHOP		65.00
350	GISI BROS. INC.	1,945.85	60.00
4769	KYLE SOMMERS		117.57
5032	COMCAST	478.08	33.65
	FIRE		276.22
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
131	BURGER BROTHERS INC	785.00	796.19
	BUILDING CODE DEMOLITION FUND		796.19
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		

INVOICES DUE ON/BEFORE 06/25/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	94.40	45.80
	EMPLOYEE GROUP INS		45.80
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5229	RECON LAWN & LANDSCAPE		284.16
	DOWNTOWN REDEVELOPMENT		284.16
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	385.36	39.53
1527	RESCO		5,514.75
194	GRUMMERT'S HARDWARE - R.F.	1,107.97	9.28
2187	BORDER STATES INDUSTRIES INC	228.80	147.45
2451	MENARDS	1,603.88	44.45
283	ANIXTER INC	1,239.85	100.00
337	GARAGE DOOR SPECIALISTS		375.00
34	ALTORFER INC.	1,650.82	746.98
395	HILLS ELECTRIC MOTOR SERVICE	269.55	1,328.20
4207	O'REILLY AUTOMOTIVE INC	232.98	5.79
4215	POWER LINE SUPPLY	3,783.67	1,357.25
4548	ELEVATOR CONSTRUCTION	2,400.00	1,200.00
4626	ENGEL ELECTRIC CO.	872.50	384.00
4796	VERIZON WIRELESS	1,729.11	1,172.05
4938	MICHLIG ENERGY LTD		15,981.95
5022	AIMS MECHANICAL, LLC	289,308.00	50,796.00
5032	COMCAST	478.08	26.65
5311	SAMSARA NETWORKS INC	2,220.18	280.06
67	B & D SUPPLY CO.	646.85	9.79
	OPERATION & MAINTENANCE		79,519.18
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	42,527.60	8,328.40
	SEWER		8,328.40

INVOICES DUE ON/BEFORE 06/25/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	12,580.00	1,084.82
1279	WILCO RENTAL	70.56	58.50
200	COM ED	170.81	139.72
2517	WM CORPORATE SERVICES, INC	5,003.95	1,146.37
2655	MISSISSIPPI VALLEY PUMP, INC.	15,222.00	1,909.60
34	ALTORFER INC.	1,650.82	76.42
4027	WHITESIDE COUNTY RECORDER	129.75	21.50
4694	PACTEC, INC		1,593.13
5032	COMCAST	478.08	18.65
5311	SAMSARA NETWORKS INC	2,220.18	120.00
631	MURRAY & SONS EXCAVATING, INC	42,527.60	1,658.40
T0005147	JOHNSON TOWING & RECOVERY LLC		300.00
	OPERATION & MAINTENANCE		8,127.11
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	10,618.98	208.28
4626	ENGEL ELECTRIC CO.	872.50	286.99
4698	TWIN CITY CONSTRUCTION CO		5,305.00
	WATER		5,800.27
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	899.00	1,121.00
194	GRUMMERT'S HARDWARE - R.F.	1,107.97	103.36
4027	WHITESIDE COUNTY RECORDER	129.75	21.50
4207	O'REILLY AUTOMOTIVE INC	232.98	52.97
4361	FERGUSON WATERWORKS #2516	10,618.98	2,257.09
4655	WHEELHOUSE, INC.	171.00	81.25
4707	KIMBALL MIDWEST	851.59	107.88
4796	VERIZON WIRELESS	1,729.11	38.01
5032	COMCAST	478.08	13.32
5171	FERGUSON ENTERPRISES LLC #3326	4,586.22	1,714.21
5311	SAMSARA NETWORKS INC	2,220.18	120.00
	OPERATION & MAINTENANCE		5,630.59
GARBAGE FUND			

DATE: 06/24/21
TIME: 11:09:06
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/25/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GARBAGE FUND			
50	GARBAGE		
337	GARAGE DOOR SPECIALISTS		1,297.00
	GARBAGE		1,297.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	478.08	18.65
T0005465	POSTAL SOURCE		42.85
	CUSTOMER SERVICE CENTER		61.50
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
2555	CARGILL INC.	2,231.52	11,597.42
5085	ASPHALT SALES CO		11,204.72
	MOTOR FUEL TAX		22,802.14
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	40.99	300.99
	CUSTOMER UTILITY DEPOSITS		300.99
	TOTAL ALL DEPARTMENTS		136,613.32

DATE: 07/01/21
 TIME: 10:58:53
 ID: AP443000.WOW

CITY OF ROCK FALLS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 07/02/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2451	MENARDS	1,648.33	48.43
439	IMEA	2,900.00	103.33
5178	COMCAST BUSINESS	1,254.26	19.54
771	PINNEY PRINTING CO	2,027.50	64.00
T0005337	STAHR MEDIA		25.00
T0005449	815 PORTA POTTY	300.00	300.00
	TOURISM		560.30
GENERAL FUND			
01	ADMINISTRATION		
1052	SAUK VALLEY MEDIA	2,316.00	60.50
4310	PITNEY BOWES		1,007.53
4331	CIRCUIT CLERK OF LEE COUNTY	1,620.00	200.00
5178	COMCAST BUSINESS	1,254.26	19.54
753	ROCK FALLS CHAMBER OF COMMERCE	2,000.00	500.00
	ADMINISTRATION		1,787.57
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	200.00	100.00
5178	COMCAST BUSINESS	1,254.26	19.54
	CITY ADMINISTRATOR		119.54
04	BUILDING		
2797	MARK SEARING	80.00	40.00
439	IMEA	2,900.00	103.33
5178	COMCAST BUSINESS	1,254.26	39.13
	BUILDING		182.46
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	1,254.26	39.13
	CITY CLERK'S OFFICE		39.13

INVOICES DUE ON/BEFORE 07/02/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	398.43	398.43
1853	MOORE TIRES INC.	303.43	25.19
295	PAM ERBY	200.00	50.00
350	GISI BROS. INC.	2,005.85	116.83
364	GRUMMERTS HARDWARE - STERLING	32.99	44.09
439	IMEA	2,900.00	640.00
4692	PANTHER UNIFORMS, INC.	247.55	64.95
4786	DASH MEDICAL GLOVES		451.80
5032	COMCAST	711.48	6.33
5052	ABRA AUTO BODY & GLASS		2,067.85
5110	KUNES COUNTRY AUTO GROUP	1,157.99	1,170.48
5178	COMCAST BUSINESS	1,254.26	78.17
5248	NICK NOLTE		520.20
T0005469	CITY OF POLO		200.00
T0005472	NAVIGATE 360 LLC		695.00
	POLICE		6,529.32
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	1,220.61	40.03
2606	MIKE'S REPAIR SERVICE	316.86	26.25
2611	FISCH MOTORS INC		34.00
2985	WALMART COMMUNITY/SYNCB	342.82	134.17
4207	O'REILLY AUTOMOTIVE INC	407.40	180.86
4862	HAMPTON EQUIPMENT CO INC		188.41
5141	CINTAS CORPORATION	394.14	34.69
5178	COMCAST BUSINESS	1,254.26	19.54
55	ARAMARK UNIFORM SERVICES, INC.	1,736.83	181.17
	STREET		839.12
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	1,220.61	23.38
4640	TERRACON CONSULTANTS	14,259.42	613.75
	PUBLIC PROPERTY		637.13
13	FIRE		

INVOICES DUE ON/BEFORE 07/02/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
1024	WILLIAMS AUTO BODY SHOP	65.00	65.00
182	CITY OF STERLING		626.67
194	GRUMMERT'S HARDWARE - R.F.	1,220.61	9.50
295	PAM ERBY	200.00	50.00
2985	WALMART COMMUNITY/SYNCB	342.82	47.73
3015	CGH MEDICAL CENTER		72.99
4796	VERIZON WIRELESS	3,329.09	167.84
5178	COMCAST BUSINESS	1,254.26	58.63
T0005473	CITY OF NAPERVILLE		150.00
	FIRE		1,248.36

BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
131	BURGER BROTHERS INC	1,581.19	1,870.00
	BUILDING CODE DEMOLITION FUND		1,870.00

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,220.61	21.57
2187	BORDER STATES INDUSTRIES INC	376.25	155.40
4207	O'REILLY AUTOMOTIVE INC	407.40	107.75
4215	POWER LINE SUPPLY	5,140.92	217.50
439	IMEA	2,900.00	603.35
4682	SURVALENT TECHNOLOGY CORP.		18,501.00
4813	D&W AIR SOLUTIONS INC		151.60
4995	CLOUDPOINT GEOSPATIAL	12,837.50	1,983.34
5022	AIMS MECHANICAL, LLC	340,104.00	50,184.00
5141	CINTAS CORPORATION	394.14	67.22
5178	COMCAST BUSINESS	1,254.26	39.15
5199	SUPERIOR PNEUMATIC AND		575.55
5210	RITZ SAFETY LLC	1,604.19	144.49
66	STERLING CHEVROLET CO.	202.82	50.00
T0002974	SENSIT TECHNOLOGIES LLC		258.59
	OPERATION & MAINTENANCE		73,060.51

SEWER FUND

INVOICES DUE ON/BEFORE 07/02/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	20,017.19	269.80
631	MURRAY & SONS EXCAVATING, INC	52,514.40	1,560.00
	SEWER		1,829.80
38	OPERATION & MAINTENANCE		
2067	HELM CIVIL		7,321.40
2655	MISSISSIPPI VALLEY PUMP, INC.	17,131.60	19,583.00
2985	WALMART COMMUNITY/SYNCB	342.82	119.54
4027	WHITESIDE COUNTY RECORDER	172.75	21.50
439	IMEA	2,900.00	103.33
4684	SCHMITT PLUMBING & HEATING INC	2,683.05	447.00
4796	VERIZON WIRELESS	3,329.09	76.02
4995	CLOUDPOINT GEOSPATIAL	12,837.50	1,983.33
5060	SAUK VALLEY PEST CONTROL INC		90.00
5141	CINTAS CORPORATION	394.14	43.72
5178	COMCAST BUSINESS	1,254.26	19.54
5283	RHINO INDUSTRIES INC		1,290.00
641	NEENAH FOUNDRY CO MUNICIPAL		5,889.90
	OPERATION & MAINTENANCE		36,988.28
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	20,017.19	9,000.00
4361	FERGUSON WATERWORKS #2516	13,084.35	2,340.93
T0003398	BADGER DAYLIGHTING CORP		2,146.25
T0005121	DORNER COMPANY		9,220.15
	WATER		22,707.33
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	1,220.61	21.68
2606	MIKE'S REPAIR SERVICE	316.86	95.96
367	HACH COMPANY		647.45
4027	WHITESIDE COUNTY RECORDER	172.75	21.50
4207	O'REILLY AUTOMOTIVE INC	407.40	97.37
4361	FERGUSON WATERWORKS #2516	13,084.35	3,092.45

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TIME: 10:58:53
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/02/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
4796	VERIZON WIRELESS	3,329.09	114.03
4995	CLOUDPOINT GEOSPATIAL	12,837.50	1,983.33
5141	CINTAS CORPORATION	394.14	40.56
5178	COMCAST BUSINESS	1,254.26	19.54
55	ARAMARK UNIFORM SERVICES, INC.	1,736.83	83.57
	OPERATION & MAINTENANCE		6,217.44
GARBAGE FUND			
50	GARBAGE		
4606	TOWER EQUIPMENT CORP	1,972.25	175.00
	GARBAGE		175.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
439	IMEA	2,900.00	206.66
5178	COMCAST BUSINESS	1,254.26	39.13
	CUSTOMER SERVICE CENTER		245.79
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005467	KERRY CHURCH		207.57
T0005470	JENNIFER WHITE		2.51
T0005471	ELEANORA CARR		21.51
	CUSTOMER UTILITY DEPOSITS		231.59
	TOTAL ALL DEPARTMENTS		155,268.67

APPLICATION FOR VARIANCE/INTREPRETATION OF ZONING MAP/SPECIAL EXCEPTIONS

TO: City Council of the City of Rock Falls, Illinois

IN RE: Application of PM Design Group inc. for special exception/interpretation of
(Petitioner)

~~zoning map/administrative review/~~variance (strike inapplicable language).

Stratus Unlimited and PM Design Group inc., respectfully petition the City Council
(Petitioner) (Petitioner)
of the City of Rock Falls as follows:

1. Petitioners are the owners of real estate located at 1000 1st Avenue, Rock Falls, IL 61071

(Address of Property)

which real estate is unimproved/improved with Dollar General Store (Retail)
and is legally described as: (EX N 15' & ST R/W)(INC ALLEY & N 4' GC SUB) LOT 1 NE SEC 33 TWP 21
RNG 7 25400x

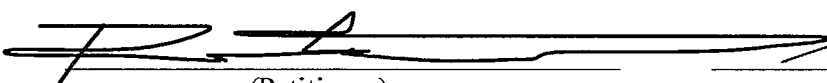
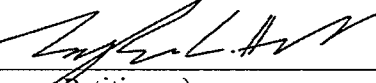
NOTE: If Petitioners are not the owners of the real property, then the interest of Petitioners in the real property must be disclosed and all information pertaining to ownership and other interests in the property must be disclosed. Attach a separate sheet which details the right and interest of Petitioners in the real property.

2. Petitioners request a special exception/interpretation of zoning map/administrative review/
variance (strike inapplicable language) for the purpose of (describe relief requested) _____
Remote Drive-thru bank ATM kiosk at existing parking lot.

3. The special circumstances which Petitioners allege require the relief requested are as follows:
Variance to allow new ATM median at existing parking spaces adjacent to 1st Avenue.

4. Petitioners request that the matter be referred to the Zoning Board of Appeals to conduct a hearing on the request in accordance with the provisions of Article XVI of the Zoning Ordinance of the City of Rock Falls.

Dated: 06.22.21


(Petitioner) 
(Petitioner)

Agreement Number: 3310
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 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:

Beginning at a point North 9 minutes East 530.3 feet from the SW corner of the SE 1/4 of
Section 27 in Township 21 North, Range 7 East of the 4th Principal Meridian, Whiteside
County, State of Illinois.

Thence south 51 degrees 58 minutes East 443.4 feet; thence South 9 minutes West 83.6
feet, to a point of beginning, containing 0.67 Acres.

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 November, 2021, ("Effective Date") and ending on the 31st day of October, 2026, ("Expiration Date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: In consideration of the mutual benefits to be derived by LESSEE and IDNR, LESSEE shall not be required to pay a lease fee for use of the subject PREMISES as specified herein, so long as said use shall benefit the natural or recreational resources of the State of Illinois.

4. PURPOSE: IDNR gives LESSEE permission to use and occupy the Premises to operate and maintain a recreation trail on Railroad Bridge #7 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. SUPERSESSSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and 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: Tom Vandemore
Location: Sheffield, IL
Telephone: 815/454-2328

LESSEE:

City of Rock Falls
Attn: Michelle Conklin
603 West 10th Street
Rock Falls, IL 61071-2854
Telephone: 815/622-1104
Emergency Contact: Rock Falls Police
Location: Rock Falls, IL
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: 3310
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: _____

SSN or FEIN No.

Agreement Number: 3310
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)

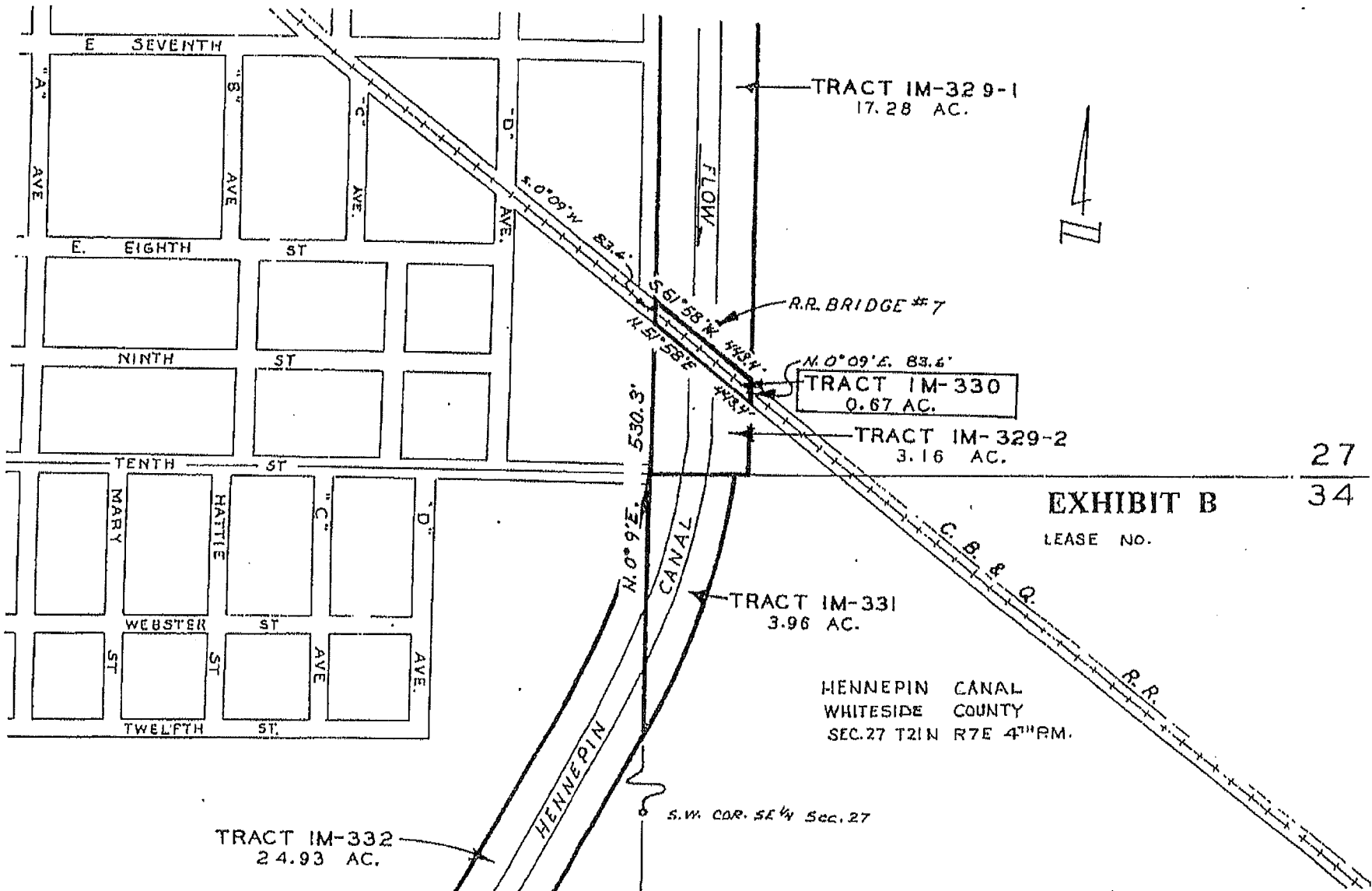
I certify that _____ is an authorized
(Name of executive of official who will sign the agreement)

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: _____



TRACT IM-329-1
17.28 AC.

TRACT IM-330
0.67 AC.

TRACT IM-329-2
3.16 AC.

TRACT IM-331
3.96 AC.

TRACT IM-332
24.93 AC.

EXHIBIT B

LEASE NO.

27
34

HENNEPIN CANAL
WHITESIDE COUNTY
SEC. 27 T21N R7E 4TH RM.

S.W. COR. SE 1/4 Sec. 27

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

SIGNATURE

PRINTED NAME

TITLE

AGENCY

SIGNATURE

PRINTED NAME

TITLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME:	
	PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CM121345300-MICA-GAW-21-22	INSURER(S) AFFORDING COVERAGE	
INSURED City of Rock Falls 603 W. 10th Street Rock Falls, IL 61071	INSURER A: Safety National Casualty Corporation	
	INSURER B: N/A	
	INSURER C: N/A	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-009160928-07 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLE4062968	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR: \$250,000			CA6675595	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4062964 SIR: \$800,000	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Liquor			GLE4062968	05/01/2021	05/01/2022	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Illinois Department of Natural Resources is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER

Illinois Department of Natural Resources
1 Natural Resources Way
Springfield, IL 62702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK FALLS, ILLINOIS

SECTION I

That the following sums of money, or as much thereof as may be authorized by law, to defray expenses and liabilities of the City of Rock Falls, be and the same are hereby appropriated for corporate purposes and object of said City of Rock Falls hereinafter specified for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022.

	<u>Appropriated</u>
Administration:	
Elected Officials Salaries	51,600.00
Mayor's Expenses	2,000.00
Information Technology Expense	1,546.00
Hotel/Motel Admin Fee Expense	1,500.00
Print Pub Ordinance/Notice	200.00
Codification of Ordinances	6,000.00
Dues/Sub/Publications	1,500.00
Office Expense	1,500.00
Meetings/Seminars/Schools	1,000.00
Telephone Expense	1,000.00
Legal & Prof. Expense	68,560.00
Auditing Expense	23,000.00
Bad Debt Expense	500.00
Insurance Exp. Employee	23,230.00
Insurance Exp. - General	270,820.00
Property Acquisition	54,309.00
Miscellaneous Expense	1,000.00
RF Chamber Gen. Ofc Expense	6,000.00
Union Drainage Tax	5,000.00
Contingency	52,026.00
Total Administration	<u><u>\$572,291.00</u></u>
City Administrator:	
Salary/Wages	96,456.00
Vehicle Allowance	1,800.00
Office Expense	1,000.00
Information Technology Expense	1,546.00
Mtgs-Sem-Conf-School	1,000.00
Telephone	1,974.00
Insurance Expense Employee	24,547.00
Miscellaneous Expense	300.00
Contingency	12,862.00
Total City Administrator	<u><u>\$141,485.00</u></u>
Planning/Zoning:	
Print/Publishing Ord/Notices	100.00
Dues/Sub/Publications	275.00
Postage & Office Supplies	750.00
Meetings/Seminars/Conferences/Schools	450.00
Legal & Professional Expense	2,500.00
Contingency	408.00
Total Planning/Zoning	<u><u>\$4,483.00</u></u>

Building Department:

Salary/Wages	174,529.00
Dues/Subscriptions/Publications	1,800.00
Office Expense	5,500.00
Public Awareness	400.00
Overtime	200.00
Meetings/Seminars/Schools	1,500.00
Vehicle Gas & Oil	1,500.00
Vehicle Maint. & Operation	1,500.00
Emergency Building Inspection	250.00
Telephone Expense	1,600.00
Legal Expense	2,000.00
Insurance Expense Employee	85,027.00
Information Technology Expense	1,546.00
Miscellaneous Expense	500.00
Contingency	27,785.00
Total Building Department	<u><u>\$305,637.00</u></u>

Business Office:

Salary/Wages	159,477.00
Dues/Subscriptions/Publications	1,150.00
Office Expense	20,333.00
Information Technology Expense	2,318.00
Overtime	250.00
Meetings/Seminar/Conference	150.00
Telephone Expense	1,215.00
Insurance Expense - Employee	51,080.00
Miscellaneous Expense	400.00
Contingency	23,637.00
Total Business Office	<u><u>260,010.00</u></u>

Police Department:

Non-Sworn Wage	120,265.00
Overtime/Sworn	40,000.00
Overtime - Non-Sworn	200.00
Insurance Employee	404,945.00
ICMA-RA Contribution	5,982.00
Sworn Police Wages	1,525,846.00
Sev. Bonus Sick Pay	3,000.00
Education Pay	8,700.00
New Cars	46,102.00
Dues/Sub./Publ.	4,580.00
Postage/Office Supp.	7,220.00
New Equipment	13,000.00
R & M - Equipment	6,125.00
Contrib to Police Pens.	661,484.00
Commissioner's Expenses	10,288.00
R & M - Building	11,200.00
Rabies Control	6,000.00
Radio Expense	5,150.00
Telephone Expense	7,800.00
Service Contracts	46,056.00
Mtgs/Conf/Sem/Sch	11,000.00
Vehicle Gas & Oil	30,000.00
Veh Oper./Maint.	15,000.00
Firearms Training	11,200.00
Utilities	12,920.00
Heating Gas Expense	1,500.00

Legal & Prof. Exp.	3,000.00
Community Policing	200.00
Sex Offender Registration Expense	2,000.00
Printing	500.00
Photographic Exp	500.00
Police Supplies	500.00
Uniform Expense	15,075.00
Janitor Supplies	1,000.00
Police Investigation	2,000.00
Towing	500.00
Physicals	260.00
Safety Expense	1,000.00
Misc Exp.	500.00
Dispatch Consolidation	180,000.00
Information Technology	17,775.00
Police Training Academy	800.00
Contingency	324,118.00
Total Police Department	<u><u>\$3,565,291.00</u></u>

Code Hearing Department:

Office Supplies	2,500.00
Monthly Software License	3,600.00
MSI Commision	7,500.00
Legal Expenses	500.00
Professional Expenses	9,000.00
Miscellaneous Expense	1,000.00
Contingency	2,410.00
Total Code Hearing Department	<u><u>26,510.00</u></u>

Street Department:

Overtime	20,000.00
Grounds Maintenance	5,000.00
Salaries	315,350.00
Insurance-Employee	94,178.00
Postage & Office Sup.	250.00
New Equipment	15,000.00
Repair & Maint Equip.	20,000.00
Snow Removal/Meals	500.00
Information Technology	773.00
Alarm Expense	2,350.00
Sign Material	7,000.00
Loan/Principal	31,443.00
Loan/Interest	6,520.00
Radio Expense	250.00
Bldg Maint. & Repair	2,000.00
Vehicle Gas & Oil	13,500.00
Veh. Operation & Maint.	20,000.00
Tree & Stump Removal	7,500.00
Paint & Painting Sup.	10,000.00
Utilites	8,135.00
Telephone Expense	3,500.00
Heating Gas Expense	3,000.00
Legal & Professional Exp	250.00
Sales tax project-Infrast.	1,600,000.00
Engineering/Sales Tax Project	10,000.00
Barricade Expense	500.00
Uniform Expense	1,100.00
Janitor Supplies	4,000.00
Small Tools	500.00

Supplies	500.00
Physicals	375.00
Safety Expense	2,000.00
Miscellaneous Expense	2,000.00
Contingency	220,748.00
Total Steet Department	<u><u>\$2,428,222.00</u></u>

Public Property:

Heater & A/C Repairs	3,000.00
Grounds Maintenance	1,000.00
New Equipment	500.00
Repair & Maint. Equipment	1,000.00
Bldg. Maint & Repairs	10,000.00
Community Building - R & M	5,000.00
Library - R & M	5,000.00
Equipment Gas & Oil	200.00
Utilities	56,650.00
Fire Alarm Service Expense	600.00
Heating Gas Expense	1,500.00
Limestone Building Expense	150,000.00
Schmitt Property	5,000.00
Hallman Property	5,000.00
Janitors Supplies	1,000.00
Miscellaneous Expense	500.00
Emerald Ash Borer/Misc Exp	5,600.00
Contingency	25,155.00
Total Public Property	<u><u>\$276,705.00</u></u>

Fire Department:

Fire Investigation	50.00
Overtime	60,000.00
Insurance-Employee	212,318.00
ICMA-RA Contribution	2,862.00
Paid on Call Firemen	6,000.00
Holiday/Vacation Pay	40,377.00
Sworn Fire Salaries/Wages	874,807.00
Fire Pension	512,625.00
Dues/Subscription/Pubs	4,080.00
Postage & Office Supplies	2,300.00
New Equipment	1,875.00
R & M Equipment	11,000.00
ESDA R & M Equipment	530.00
Commissioner's Expenses	5,288.00
Fire Truck/Principal	76,096.00
Radio Expense	3,000.00
Telephone Expense	5,855.00
R & M Building	10,000.00
Meetings/Seminars/Schools	7,000.00
Interest Expense	14,215.00
Vehicle Gas & Oil	10,000.00
Vehicle Operation & Maint.	25,000.00
Utilities	10,200.00
Heating Gas	3,000.00
Legal & Professional Exp	2,500.00
Uniform Expense	5,000.00
Janitors Supplies	1,000.00
Fire Supplies & Chemicals	1,500.00
Physicals	500.00
Safety Expense	100.00

Micellaneous Expense	500.00
Information Technology	1,546.00
Training Materials	2,500.00
Public Education Materials	250.00
Consolidated Dispatch	180,000.00
Contingency	209,388.00
Total Fire Department	<u><u>\$2,303,262.00</u></u>

Total General Fund Expenses **\$9,883,896.00**

**Fiscal Year 2022
ANTICIPATED REVENUE
GENERAL FUND**

Corporate	202,715.00
Road & Bridge	60,000.00
Police Protection	60,815.00
Fire Protection	60,815.00
Police Pension	661,484.00
Fire Pension	512,625.00
Rural Fire Protection Tax	265,000.00
State Income Tax	975,920.00
State Use Tax	391,600.00
State Sales Tax	1,130,000.00
Non-Home Rule Sales Tax	804,000.00
Street Maintenance	46,973.00
Cannabis Excise Tax	8,184.00
Health Insurance Reimbursement	143,223.00
Interest	5,000.00
Liquor Licenses	75,000.00
Other Licenses	15,000.00
Building Permits	30,000.00
Inspection Fees	10,000.00
Contractors Registration	10,000.00
Cablevision Franchise	130,000.00
Simplified Tele. Maint. Fee	150,000.00
Natural Gas Utility Tax	115,000.00
Fines	60,000.00
Police Reports	1,000.00
Code Hearing Income	30,400.00
Tourism Office Rent	12,000.00
Tourism Administration Fees	14,000.00
Capital Cost Recovery	490,000.00
Rent/Utility Office	48,786.00
Nicor Franchise	15,500.00
Grant Funds	203,000.00
Charitable Games	3,000.00
Sex Offender Registration	2,500.00
Video Gaming	250,000.00
Bail/Warrant Fees	12,000.00
School Resource Officer Reimbursement	93,035.00
Emergency Rescue	9,000.00
Non Resident Emergency Response Fee	1,000.00
Contributions Water, Electric & Sewer	383,921.00
Miscellaneous	45,000.00

Wireless tower	10,000.00
Utility Service Partners Royalty	5,000.00
Transfer /Work Comp & Gen Liab	230,000.00
Hallman Rental Income	20,000.00
Transfer from Reserves	<u>2,081,400.00</u>
Total General Fund Anticipated Revenue	<u><u>\$9,883,896.00</u></u>

Toursim Fund:	
Administrative Expense	\$10,000.00
Salary/Wages	\$61,728.00
Rent	\$12,000.00
Dues/Subscriptions/Publications	\$8,440.00
Bike Share Expenses	\$1,500.00
Office Expense	\$8,638.00
Information Technology Expense	\$3,091.00
Meetings/Seminars/Training	\$3,145.00
Vehicle Gas & Oil	\$300.00
Vehicle R & M	\$800.00
Telephone Expense	\$1,975.00
Legal/Professional Fees	\$2,000.00
Audit Expense	\$2,575.00
Social Security Tax Expense	\$3,827.00
IMRF Expense	\$4,376.00
Insurance Expense	\$14,318.00
Medicare Tax Expense	\$895.00
Miscellaneous Expense	\$1,000.00
General Insurance Expense	\$5,682.00
Façade Grant	\$10,000.00
Advertising/PR	\$40,000.00
Events	\$42,030.00
Contingency	\$23,832.00
TOTAL	\$262,152.00

**Fiscal Year 2022
ANTICIPATED REVENUE
TOURISM FUND**

Hotel/Motel Taxes	\$200,000.00
Bike Share Revenue	\$1,000.00
Interest Income	\$5,000.00
Health Insurance Reimbursement	\$1,571.00
Sponsorship Revenue	\$18,000.00
Miscellaneous Revenue	\$300.00
Transfer from Reserves	\$36,281.00
	\$262,152.00

Electric Fund:	
IT Expense	25,503.00
Fiber Optic Project	2,850.00
GIS Expense	34,000.00
Land Lease/Permits	6,300.00
Maintenance Gen-Sets	71,000.00
Generation Station & Equip Repairs	194,000.00
Overtime	90,515.00
Salary/Wages	1,414,667.00
Employee Training Program	25,200.00
Generation Penalties	1,000.00
Dues/Subscription/Publications	1,000.00
Postage & Office Supplies	4,500.00
Hydro Plant Maintenance	493,500.00
Equipment Rental	15,000.00
R & M Equipment	10,700.00
Capital Cost Recovery Expense	3,800.00
Maint. & Rep. SCADA/GIS Maint.	27,400.00
Contrib-City Administrator Fund	77,174.00
Maint. Overhead System Expense	60,000.00
Tree Trimming	155,700.00
Meter Hookups/Trouble Calls	6,300.00
Storm Trouble	10,000.00
Station Equip/Building Repair	65,500.00
R & M Traffic Signals	17,000.00
Meetings/Seminar/Conf/ Schools	8,500.00
Transformer Testing/Disposal	15,000.00
Vehicle Gas & Oil	20,000.00
Vehicle Operation & Maint.	31,500.00
Seasonal Decorations	1,500.00
Genset Fuel Purchase	100,000.00
Street Light Maint.	5,000.00
Electric Expense	93,132.00
Sewer Expense	1,700.00
Water Expense	2,800.00
Purchase Power-IMEA	6,037,864.00
Land/Cell Phones	21,500.00
Municipal Utility Tax-Excise Tax Exp	1,700.00
Legal Expense	25,000.00
Auding Expense	15,000.00
Engineering Expense	80,000.00
Cash Over/Short	100.00
New Vehicle Principal/Interst	136,557.00
Electric Excise Tax-Illinois	215,446.00
Bad Debt Expense	28,000.00
Social Security Tax	93,322.00
IMRF Pension	133,209.00
Insurance Expense-Employee	168,984.00
Insurance Expense-General	197,730.00
Medicare Tax	21,826.00
J.U.L.I.E.	697.00
Utility Office Expense	255,723.00
City Uniforms	13,821.00
Tools	14,500.00
Safety Supplies	21,500.00
Physicals	1,000.00
CDL Drug/Alcohol Test	700.00
Miscellaneous Expensese	3,000.00
Marketing Expense	3,000.00
Electric Usage General Fund	96,000.00

Bond Payments	518,800.00
Capital Projects	937,162.00
Contingency	1,213,389.00
Total Electric Department	<u>13,347,271.00</u>

**Fiscal Year 2022
ANTICIPATED REVENUE
Electric Fund**

Employee Health Insurance Reimbursement	34,826.00
Interest	20,000.00
Fiber Lease/Maintenance Fee	36,860.00
Residential Revenue	6,039,716.00
Commercial Revenue	2,524,986.00
Municipal Revenue	854,082.00
General Service Revenue	1,680,312.00
Capacity Component Credit	131,500.00
Fuel Reimbursement Credit	100,000.00
Generation Payment Credit	278,088.00
Purchase Power Adjustment	60,594.00
Urban Lights	39,000.00
State Electric Excise Tax	215,446.00
Renewable Energy Income	60,000.00
Penalties	85,000.00
Pole Attachment	26,500.00
Rehook Fees	10,000.00
Traffic Signal Reimbursement	15,000.00
Sale of Material/Junk	1,000.00
Miscellaneous	15,000.00
Transfer from Reserves	1,119,361.00
Total Electric Fund Revenues	<u>13,347,271.00</u>

IT Fund:	
New Equipment	14,300.00
Maintenance Contracts	58,242.00
R & M Equipment	4,100.00
Office Supplies	640.00
	<u>77,282.00</u>

**Fiscal Year 2022
ANTICIPATED REVENUE
IT Fund**

Tourism Revenue	3,091.00
Administration Revenue	1,546.00
City Administrator Revenue	1,546.00
Building Department Revenue	1,546.00
Business Office Revenue	2,318.00
Police Department Revenue	17,775.00
Street Department Revenue	773.00
Fire Department Revenue	1,546.00
Electric Department Revenue	25,503.00
Sewer Department Revenue	3,091.00
Water Department Revenue	9,274.00
Utility Office Revenue	9,274.00
	<u>77,283.00</u>

Fiber Optic Broadband

Network & Operations/Salary	\$52,683.00
Network & Operations/Soc Sec	\$3,267.00
Network & Operations/IMRF	\$4,663.00
Network & Operations/Medicare	\$764.00
Network & Operations/Emp Ins	\$11,618.00
Bond Payment/Principal &Interest	\$269,905.00
Total Fiber Optic Broadband	\$342,900.00

Fiscal Year 2022

ANTICIPATED REVENUE

Fiber Optic Broadband

Employee Health Insurance Reimbursement	\$2,322.00
Surf Air Monthly Payments	\$340,715.00
Franchise Payments	\$7,800.00
Total Fiber Optic Broadband Revenues	\$350,837.00

Sewer Fund:

Lab Apparatus and Reagents	19,800.00
GIS/IT Technician	41,800.00
Land Lease Permits	35,000.00
Storm Sewer R&M	25,000.00
Salary/Wages	326,440.00
Overtime	23,012.00
Dues & Subscription/ Publications	600.00
Postage & Office Supplies	1,100.00
Equipment Rental	500.00
R & M equipment	150,000.00
Capital Cost Recovery	10,000.00
Information Technology	7,300.00
R & M Lift Stations	67,679.00
Radio Expense	500.00
R & M Buildings	10,000.00
Alarm System Expenses	3,500.00
Meetings/Schools/Seminars	5,000.00
Other Gas & Oil	5,000.00
Vehicle Gas & Oil	15,200.00
Vehicle O&M	43,200.00
Sludge Hauling/Disposal	60,000.00
Sanitary Sewer R&M	65,000.00
Iron Analysis/Sludge samples	3,400.00
Computer/Software	23,300.00
Chemicals	40,000.00
Electric Expense	235,000.00
Sewer Expense	7,000.00
Telephone	3,000.00
Utility Tax Expense	6,000.00
Heating Gas Expense	40,000.00
Legal and Professional Expense	20,000.00
Auditing Expense	5,000.00
Engineering Expense	15,000.00
Bank Fees	500.00
Bad Debt Expense	36,512.00
Social Security Tax Expense	19,953.00
IMRF Expense	31,637.00
Insurance Expense-Employee	58,965.00
Insurance Expense-General	112,000.00
Medicare Expense	4,994.00
J.U.L.I.E. Expense	2,000.00
Property Taxes (Farm Land)	1,800.00
Utility Office Exp-Sewer Share	63,931.00
Uniform Expense	3,000.00
Small Tools	5,000.00
Supplies	5,000.00
Physicals	500.00
Safety Expense	6,000.00
Miscellaneous Expense	15,000.00
Contribution To Other Funds	56,794.00
EPA Loan Payable	1,076,406.00
Bond Payable	125,450.00
Storm Sewer Repair/Extensions	30,000.00
Plant & Property	70,500.00
New Equipment	49,900.00
Contingency	308,918.00

Fiscal Year 2022
ANTICIPATED REVENUE
Sewer Fund

Interest Income	10,000.00
Residential Revenue-Billed	1,405,719.00
Commercial Revenue-Billed	328,610.00
Industrial Revenue-Billed	73,025.00
Municipal Revenue-Billed	18,256.00
Capital Improvements-Billed	177,876.00
Sewer Plant Improvements-Billed	1,285,200.00
Penalties-Billed	25,000.00
Hook-Up Fees/New Service	500.00
Sewer/Septic Disposal	2,000.00
Employee Health Insurance Reimbursement	12,130.00
Transfer from Reserves	59,775.00
Total Sewer Fund Revenues	<u><u>\$3,398,091.00</u></u>

Water Fund:

R&M Wells, Pumps, & Motors	25,000.00
R&M filters and Backwash	8,000.00
Lab Supplies & Equip	5,000.00
Cross connection	500.00
IT	10,000.00
GIS	25,000.00
Public Notification	2,000.00
Alarm expense	4,000.00
Salary / Wages	334,200.00
Overtime	25,000.00
Dues/Subscription/ Publication	2,500.00
Postage & Office Supplies	3,000.00
Equipment Rental	1,500.00
R&M equipment	5,000.00
Capital Cost Recovery	3,715.00
R&M Hydrants	8,000.00
Leak Detection	5,000.00
R&M Distribution	125,000.00
Remove and Set meters	50,000.00
R&M Structures & Buildings	8,000.00
Meetings/Seminars/Schools	3,500.00
Interest Expense	1,000.00
Groundwater Protection Exp	1,000.00
Vehicle Gas & Oil	22,000.00
Vehicle O&M	8,000.00
Backhoe Expense.	7,500.00
Gen. Plant/ Operating Exp.	20,000.00
Water Analysis (PDC)	6,000.00
R&M Towers	5,000.00
Chemicals	13,380.00
Electric Expense	77,665.00
Sewer Expense	3,500.00
Water Expense	1,000.00
Telephone Exp.	16,000.00
Utility Tax Exp.	2,000.00
Heating Gas Expen.	6,500.00
Legal and Prof. Exp	7,000.00
Auditing Exp.	5,000.00
Bad Debt Expense	7,500.00
Social Sec.	22,720.00
IMRF Exp.	31,789.00
Ins. Exp. (Employee)	92,542.00
Ins. Exp. (General)	49,000.00
Medicare Tax Expense	5,208.00
J.U.L.I.E	2,000.00
Barricade Exp.	1,000.00
Customer Service Budget	63,931.00
Uniform exp.	6,750.00
Small Tools	1,500.00
Supplies	2,000.00
Physicals	500.00
Safety exp.	6,000.00
Miscellaneous	3,000.00
Contribution Gen. Fund	56,794.00
IEPA Revolving loan	135,725.00
Bonds Payable	88,275.00
New Equipment	8,086.00
Distribution Lines	69,000.00

Plant & Property	357,000.00
Contingency	186,678.00
Total Water Fund	<u><u>\$2,053,458.00</u></u>

**Fiscal Year 2022
ANTICIPATED REVENUE
Water Fund**

Interest Income	3,000.00
Residential Revenue-Billed	973,102.00
Commercial Revenue-Billed	206,265.00
Industrial Revenue-Billed	90,636.00
Municipal Revenue-Billed	25,641.00
Capital Improvements-Billed	191,618.00
Debt Service-Billed	266,717.00
Water Tower Rental	4,200.00
Penalties	13,000.00
Hook-up Fees/New Service	4,000.00
Rehook Up Fees	12,000.00
Sale of Material/Junk	1,000.00
Employee Health Insurance Reimbursement	16,443.00
Transfer from Reserves	
Total Water Fund Revenues	<u><u>\$1,807,622.00</u></u>

Garbage Fund:	
Garbage Collection Expense	\$545,874.00
Bulk Stickers	\$5,000.00
Recycling Center	\$3,000.00
Legal & Professional Expense	\$500.00
Auditing Expense	\$2,300.00
Utility Office Expense	\$42,621.00
Miscellaneous Expense	\$1,000.00
Contribution to General Fund	\$77,863.00
Bad Debt	\$3,000.00
Contingency	\$68,116.00
Total Garbage Fund	\$749,274.00

Fiscal Year 2022
ANTICIPATED REVENUE
Garbage Fund

Interest Income	500.00
Residential Revenue	663,000.00
Penalties	3,000.00
Sale of Yard/Bulk Waste Stickers	2,500.00
Transfer from Reserves	80,274.00
Total Garbage Fund Revenues	749,274.00

Customer Service Center:

Overtime	500.00
IT Expense	9,274.00
Vehicle Allowance	1,200.00
Salary/Wages	204,767.00
Rent	48,786.00
Printed Materials	6,000.00
Office Supplies	3,000.00
Postage	43,785.00
Maintenance	3,000.00
Information Technology	19,900.00
Lease Expense	5,760.00
Radio R & M	150.00
Schools, Mtgs & Seminars	4,500.00
Phone Service	960.00
Legal Expense	3,000.00
Credit Card Bank Fees	17,400.00
Payment Service Network Fees	4,200.00
Online Utility Services	3,600.00
Collection Expense	1,500.00
Soc. Sec. Tax Exp.	12,696.00
IMRF Expense	18,122.00
Insurance Expense-Employee	36,828.00
Medicare Tax Expense	2,970.00
Physicals	500.00
Miscellaneous	500.00
Contingency	45,290.00
Total Customer Service Center	<u><u>\$498,188.00</u></u>

**Fiscal Year 2022
ANTICIPATED REVENUE
Customer Service Center**

Electric Fund Contribution	255,723.00
Water Fund Contribution	63,931.00
Sewer Fund Contribution	63,931.00
Garbage Fund Contribution	42,621.00
Credit Card Convenience Fee	19,300.00
Employee Insurance Reimbursement	7,392.00
Transfer from Reserves	45,290.00
Total Customer Service Center Revenues	<u><u>\$498,188.00</u></u>

Police/Fire Pension Funds:

Police Pension	8,000.00
Fire Pension	8,000.00
TOTAL	<u><u>\$16,000.00</u></u>

ANTICIPATED REVENUE-POLICE/FIRE PENSIONS:

Replacement Tax-Police Pension	8,000.00
Replacement Tax-Fire Pension	8,000.00
TOTAL	<u><u>\$16,000.00</u></u>

Social Security/Medicare/IMRF:

Social Security	58,536.00
Medicare	48,085.00
IL Municipal Retirement	78,458.00
Contingency	18,508.00
TOTAL	<u><u>\$203,587.00</u></u>

ANTICIPATED REVENUE SOCIAL SECURITY/MEDICARE/IMRF

Property Taxes	175,988.00
Replacement Taxes	22,000.00
Interest Income	200.00
Transfer from Reserves	5,399.00
TOTAL	<u><u>\$203,587.00</u></u>

Drug Fund

DRUG Fund Expenses	\$8,000.00
Contingency	\$800.00
TOTAL	<u><u>\$8,800.00</u></u>

ANTICIPATED REVENUE

DRUG Fund Fines	4,000.00
Transfer from Reserves	4,800.00
TOTAL	<u><u>\$8,800.00</u></u>

DUI Fund

DUI Fund Expenses	\$2,000.00
Contingency	\$200.00
TOTAL	<u><u>\$2,200.00</u></u>

ANTICIPATED REVENUE

DUI Fund Fines	4,200.00
Total	<u><u>\$4,200.00</u></u>

Tobacco Grant Fund

Tobacco Grant Fund Expenses	\$1,000.00
Contingency	\$100.00
Total	<u><u>\$1,100.00</u></u>

ANTICIPATED REVENUE

Transfer from Reserves	\$1,100.00
Total	<u><u>\$1,100.00</u></u>

Downtown TIF Expenses	2,500.00
Bond Payment	146,400.00
Contingency	14,890.00
TOTAL	<u><u>\$163,790.00</u></u>

ANTICIPATED REVENUE

Downtown TIF Property Taxes	150,000.00
RB&W Memorial Fund	1,500.00
Transfer from Reserves	12,290.00
TOTAL	<u><u>\$163,790.00</u></u>

Workers Comp/General Liability

Operating Transfer Out	270,820.00
TOTAL	<u><u>\$270,820.00</u></u>

ANTICIPATED REVENUE

Property Taxes	184,296.00
Transfer from Reserves	86,524.00
TOTAL	<u><u>\$270,820.00</u></u>

Employee Health Insurance

Health Insurance Expenses	1,278,580.00
Contingency	127,858.00
TOTAL	<u><u>\$1,406,438.00</u></u>

ANTICIPATED REVENUE

Payroll Transfers-Health Ins	1,172,031.00
Payroll Transfers-Flexible Spending	16,500.00
Employee Reimbursement	217,907.00
TOTAL	<u><u>\$1,406,438.00</u></u>

Demolition Fund

Office Expense	\$500.00
Mowing/Weed Expense	\$10,000.00
Lien Filing Expense	\$1,000.00
Demolition Expense	\$50,000.00
Legal & Professional Expense	\$20,000.00
Miscellaneous Expense	\$1,000.00
Contingency	\$8,250.00
	<u><u>\$90,750.00</u></u>

ANTICIPATED REVENUE

Sale of Property	\$5,000.00
Grant Funds	\$80,000.00
Weed Lien Payment	\$600.00
Transfer from Reserves	\$5,150.00
	<u><u>\$90,750.00</u></u>

INDUSTRIAL DEVELOPMENT

Printing & Publishing Ordin/Notices	100.00
Postage & Office Supplies	100.00
Meetings/Seminars/Schools	500.00
Legal & Professional Expense	5,000.00
Miscellaneous Expense	1,000.00
Contingency	670.00
TOTAL	<u><u>\$7,370.00</u></u>

ANTICIPATED REVENUE

Interest Income	50.00
Miscellaneous Revenue	850.00
Transfer from Reserves	<u>6,470.00</u>
TOTAL	<u><u>\$7,370.00</u></u>

Motor Fuel Tax

MFT Expenditures	655,170.00
Engineering Expenses	50,000.00
Contingency	<u>70,517.00</u>
TOTAL	<u><u>\$775,687.00</u></u>

ANTICIPATED REVENUE

MFT Allotment	313,476.00
Transfer from Reserves	<u>462,211.00</u>
TOTAL	<u><u>\$775,687.00</u></u>

TOTAL SPECIAL REVENUE FUNDS **\$2,946,542.00**

TOTAL APPROPRIATIONS **\$33,559,054.00**

SECTION II

That any unexpected balance of any item of any appropriation made by this ordinance may be expended in making up an insufficiency in any other item of appropriation made by this ordinance.

SECTION III

That this ordinance shall be in full force and effect from and after its passage and approval by the Corporate Authorities and shall be published in pamphlet form as provided under the statute of the law.

Passed and approved by the Rock Falls City Council this _____ day of _____, 2021.

Rod Kleckler, Mayor

ATTEST:

Michelle K. Conklin, Deputy City Clerk

CERTIFICATE OF APPROPRIATION ORDINANCE

IN ACCORDIANCE WITH P.A. 83-881

The undersigned, being the Clerk and Chief Fiscal Officer respectively, of the taxing district hereinafter named, do hereby certify that attached hereto is a true and correct copy of the Appropriation Ordinance No. 2021- of said district for its 2022 fiscal year, adopted _____, 2019.

We further certify that the estimate of revenues, anticipated to be received by said taxing district, either set forth in said ordinance as "Estimated Receipts" or attached hereto by separate document, is a true statement of said estimate.

This certificate is made and filed pursuant to the requirements of Public Act 83-881 (Sec. 643 of the Revenue Act as amended) and on behalf of the City of Rock Falls, Whiteside County, Illinois.

Dated: _____, 2021.

Michelle K. Conklin, Deputy City Clerk

Seal:

Kay Abner, Treasurer

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 32, ARTICLE 5
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRICAL SERVICE REQUIREMENTS**

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, Illinois,
this _____ day of _____, 2021.

**ORDINANCE AMENDING CHAPTER 32, ARTICLE 5
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ELECTRICAL SERVICE REQUIREMENTS**

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

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

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City have discussed the needs of the City with respect to the safe and reliable operation of the City’s electrical distribution system; and

WHEREAS, after careful consideration, the Corporate Authorities have determined it in the best interests of the City and its residents to amend the provisions of the City Code as it relates to electrical service requirements, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 32, Article V, Section 32-344 of the Rock Falls Municipal Code, as amended, shall be further amended to read as follows:

“Sec. 32-344. Wiring conformance required prior to connection.

No premises shall be connected with the municipal electrical distribution system unless the wiring in such premises fully conforms with the provisions of the building code of the city applicable thereto. In addition, the following requirements shall apply:

- (a) all residential and commercial structures shall have an external disconnect;
- (b) all 100-amp capacity service entrance cables to the distribution panel shall consist of a minimum 3/3/3 gauge stranded copper wire or 2/2/2 gauge aluminum wire;

- (c) all 200-amp capacity service entrance cables to the distribution panel shall consist of a minimum 2/0 2/0 2/0 gauge stranded copper wire or 4/0 4/0 4/0 gauge stranded aluminum wire;
- (d) 100-amp service circuit breaker panels shall utilize a minimum of 20-amp circuit breakers;
- (e) 200-amp service circuit breaker panels shall utilize a minimum of 30-amp circuit breakers;
- (f) a minimum 4 gauge copper ground wire shall be used from the distribution panel and meter base to the ground rod; and
- (g) pipe riser services shall use a minimum of 2 ½ inch rigid conduits.”

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

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

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

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

Approved this ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

ORDINANCE NO. 2021-_____

BE IT ORDAINED, by the City Council of the City of Rock Falls that Section 2-76 of the Municipals Code of the City of Rock Falls be and the same is hereby amended as follows:

Section 1. Section 2-76. Regular Meetings.

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

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

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 be come effective upon its passage.

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

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

Passed this _____ day of _____, 2021.

Mayor Rod Kleckler

ATTEST:

City Clerk

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTERS 20 AND 26
RELATING TO RECOVERY OF COSTS FOR WEED REMOVAL**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS
THIS 6TH DAY OF JULY, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this 6th day of July, 2021.

**ORDINANCE AMENDING CHAPTERS 20 AND 26
RELATING TO RECOVERY OF COSTS FOR WEED REMOVAL**

WHEREAS, Section 11-20-7 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et. seq.) authorizes the corporate authorities of each municipality to provide for the removal of nuisance greenery such as weeds, grass, trees, and bushes, and to provide a penalty therefor; and

WHEREAS, pursuant to such authority, the City of Rock Falls (the “City”) has incorporated the above provisions into the Rock Falls Municipal Code and has imposed a general penalty for the maintenance of such nuisance in the City; and

WHEREAS, Section 11-20-7 further authorizes a municipality to collect the reasonable removal cost incurred in removing and abating such nuisance; and

WHEREAS, the Mayor and City Council of the City (the “Corporate Authorities”) have considered including the costs to the City of removing such nuisance greenery with the general penalty currently provided in the Rock Falls Municipal Code; and

WHEREAS, the Mayor and City Council of the City deem it in the best interests of the City and its residents to amend such provisions to include the costs to the City for removing such nuisance greenery, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 20, Article I, Section 20-2(b) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 20-2. Illustrative enumeration.

...

- (b) A violation of this section shall be punishable as a Class C violation as provided in section 1-41. In addition to such penalty, the city shall be entitled to collect the removal costs incurred by it pursuant to this section.”

SECTION 3: Chapter 20, Article II, Section 20-45 of the Rock Falls Municipal Code, as amended, is hereby further amended and restated in its entirety to read as follows:

“Sec. 20-45. Additional height restrictions.

- (a) It is unlawful for anyone to permit any weeds, grass or plants, other than trees, bushes, flowers or other ornamental plants, to grow to a height exceeding eight inches within the city, except as permitted by the provisions of section 20-48. Any such plants or weeds exceeding such height are hereby declared to be a nuisance.
- (b) A violation of this section shall be punishable as a Class C violation as provided in section 1-41. In addition to such penalty, the city shall be entitled to collect the removal costs incurred by it pursuant to this section.”

SECTION 4: In all other respects, Chapter 20 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 5: Chapter 26, Article V, Section 26-183(e) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 26-183. Trimming or removal.

...

- (e) A violation of this section shall be punishable as a Class C violation as provided in section 1-41. In addition to such penalty, the city shall be entitled to collect the removal costs incurred by it pursuant to this section.”

SECTION 6: In all other respects, Chapter 26 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 7: 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 8: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 9: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 10: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this 6th day of July, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE APPROVING WAIVER OF CERTAIN CONDITIONS
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO 609 W. 12TH STREET**

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, Illinois,
this _____ day of _____, 2021.

**ORDINANCE APPROVING WAIVER OF CERTAIN CONDITIONS
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO 609 W. 12TH STREET**

WHEREAS, Judy L. Randall (“Randall”) is the owner of certain residential real property located in the City of Rock Falls (the “City”) at 609 W. 12th Street, Rock Falls, Illinois 61071 (the “Property”); and

WHEREAS, Randall has owned the Property for a period in excess of fifty (50) years; and

WHEREAS, at the time Randall acquired title to the Property, and in compliance with the ordinances of the City then-in-effect, the residence was connected to the City sewer mains by way of a joint connection with the sewer lines of the adjacent property located at 607 W. 12th Street, Rock Falls, IL 61071 (the “Adjacent Property”); and

WHEREAS, in 1977, following Randall’s purchase of the Property, the City adopted an ordinance prohibiting the use of joint connections to the City’s sanitary sewer system (Chapter 32, Article IV, Sec. 32-215 of the Rock Falls Municipal Code); and

WHEREAS, the City has been recently made aware of the foregoing joint connection due to an inspection of the sewer lines of the Adjacent Property; and

WHEREAS, the City has notified Randall of the violation and requested Randall to separate the sewer line from the Adjacent Property, and subsequently make a direct connection from the Property to the sewer mains of the City; and

WHEREAS, Randall has approached the City regarding a waiver of the requirement to abandon the joint connection, asserting that such connection would be an undue hardship as the approximate cost of compliance is \$10,000.00; and

WHEREAS, the City is of the opinion that requiring Randall to abandon the joint connection, pursuant to the requirements of the Rock Falls Municipal Code, would constitute an undue hardship on Randall due to the prohibitive cost relative to the Property, and the fact that the Property was purchased by Randall prior to the enactment of said ordinances; and

WHEREAS, the City is willing to waive the requirement to abandon the joint connection and subsequently make a direct connection to the sewer mains of the City, but only upon such terms and conditions as are more specifically set forth herein.

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

SECTION 1: The Mayor and the City Council hereby find that the recitals above are true and correct and are incorporated herein by reference.

SECTION 2: The City hereby waives the requirement to abandon the joint connection and subsequently make a direct connection to the sewer mains of the City, all upon the terms and conditions as set forth in the Restriction Relating to Joint Sewer Connection, attached hereto and incorporated herein as Exhibit A (the "Agreement").

SECTION 3: The Agreement is hereby approved. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the same upon the terms and conditions contained therein.

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

SECTION 5: The City 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 6: All ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

SECTION 8: This Ordinance 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

Exhibit A
(attach Agreement)

**RESTRICTION
RELATING TO
JOINT SEWER CONNECTION**

PIN: 11-33-204-011

THIS RESTRICTION RELATING TO JOINT SEWER CONNECTION (this “Agreement”) is made as of _____, 2021 (the “Effective Date”), by and between JUDY L. RANDALL, of 609 W. 12th Street, Rock Falls, IL 61071 (“Grantor”) and the CITY OF ROCK FALLS, an Illinois municipal corporation (the “City”).

WHEREAS, Grantor is the owner of certain residential real property located at 609 W. 12th Street, Rock Falls, Illinois 61071 (the “Property”), said Property being more particularly described on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, at the time Grantor acquired title to the Property, and in compliance with the ordinances of the City then-in-effect, the residence was connected to the City sewer mains by way of a joint connection with the sewer lines of the adjacent property located at 607 W. 12th Street, Rock Falls, IL 61071 (the “Adjacent Property”); and

WHEREAS, in 1977, following Grantor’s purchase of the Property, the City adopted an ordinance prohibiting the use of joint connections to the City’s sanitary sewer system (Chapter 32, Article IV, Sec. 32-215 of the Rock Falls Municipal Code); and

WHEREAS, the City has been recently made aware of the foregoing joint connection due to an inspection of the sewer lines of the Adjacent Property; and

WHEREAS, the City has notified Grantor of the violation and requested Grantor to separate the sewer line from the Adjacent Property, and subsequently make a direct connection from the Property to the sewer mains of the City; and

WHEREAS, Grantor has approached the City regarding a waiver of the requirement to abandon the joint connection, asserting that such connection would be an undue hardship as the approximate cost of compliance is prohibitive; and

WHEREAS, the City is of the opinion that requiring Grantor to abandon the joint connection, pursuant to the requirements of the Rock Falls Municipal Code, would constitute an undue hardship on Grantor due to the prohibitive cost relative to the Property, and the fact that the Property was purchased by Grantor prior to the enactment of said ordinances; and

WHEREAS, the City is willing to waive the requirement to abandon the joint connection and subsequently make a direct connection to the sewer mains of the City, but only upon such terms and conditions as are more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. The preambles to this Agreement are true and correct and are hereby incorporated into this Section 1 by reference.

Section 2. City hereby agrees to waive immediate compliance with the requirements of Chapter 32, Article IV, Section 32-215 of the Rock Falls Municipal Code prohibiting the use of the joint sewer connection by Grantor. The foregoing waiver and consent shall continue from the Effective Date to the earlier of the following:

- A. the sale or transfer of the Property by Grantor, except for a change of ownership from Grantor to a revocable living trust made for purposes of estate planning of which Grantor acts as trustee and primary beneficiary; or
- B. a failure of the joint sewer connection requiring repair or replacement.

Section 3. Upon the occurrence of any of the events described in Section 2, the joint sewer connection shall be disconnected and abandoned and a direct connection from the Property to the sewer mains of the City shall be made.

Section 4. Grantor acknowledges that no adequate remedy at law exists for a violation of this Agreement by Grantor and agrees that City shall have the right to enforce this Agreement by equitable writ or decree, including temporary and preliminary injunctive relief. In the event City elects to enforce its rights hereunder and is successful in doing so, Grantor shall pay the reasonable costs and expenses of the City in connection therewith, including all attorney's fees incurred by the City to the fullest extent permitted by applicable law.

Section 5. This Agreement shall run with the land and shall be binding upon Grantor and its successors and assigns. This Agreement shall be recorded at Grantor's expense in the records of the Whiteside County Recorder's Office.

Section 6. Grantor agrees that this Agreement shall not be assignable without the prior written consent of the City.

Section 7. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, construed and enforced in accordance with the laws of the State of Illinois.

Section 8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(Signatures and notary on the following pages)

JUDY L. RANDALL

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

I, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that Judy L. Randall, appeared before me this ____ day of _____, 2021, in person and signed and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Notary Public

**CITY OF ROCK FALLS,
an Illinois municipal corporation**

By: _____
Rodney Kleckler, Mayor

ATTEST:

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

I, the undersigned, a Notary Public in and for and residing in said County in the State aforesaid, do hereby certify that Rodney Kleckler and Michelle Conklin, personally known to me to be the Mayor and Deputy City Clerk of the City of Rock Falls, Illinois, respectively, appeared before me this ____ day of _____, 2021, in person and signed and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

Prepared by:

Matthew D. Cole
Ward, Murray, Pace & Johnson, P.C.
226 W. River Street; P.O. Box 404
Dixon, IL 61021

After Recording Return to:

City of Rock Falls
Attn: City Clerk
603 W. 10th Street
Rock Falls, IL 61071

EXHIBIT "A"

Lot 58 in First Addition to Garden View Subdivision, being a Re-Subdivision of part of Garden City Subdivision, in the City of Rock Falls, according to the plat thereof recorded May 29, 1968 as Document No. 332591 in Whiteside County, Illinois.

PIN: 11-33-204-011

Commonly known as: 609 W. 12th Street, Rock Falls, Illinois 61071

CITY OF ROCK FALLS

ORDINANCE NO. _____

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ALCOHOLIC LIQUOR AT THE RB&W DISTRICT PARK**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS
THIS 6TH DAY OF JULY, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this 6th day of July, 2021.

**ORDINANCE AMENDING CHAPTER 16, ARTICLE V
OF THE ROCK FALLS MUNICIPAL CODE
RELATING TO ALCOHOLIC LIQUOR AT THE RB&W DISTRICT PARK**

WHEREAS, Section 4-1 of the Liquor Control Act of 1934, 235 ILCS 5/1 et. seq. (the “Act”), grants the Mayor and City Council of the City of Rock Falls (collectively, the “Corporate Authorities”) the power to determine by ordinance the number, kind and classification of licenses for the retail sale of alcoholic liquor within the territorial jurisdiction of the City of Rock Falls (the “City”); and

WHEREAS, the City, by and through its Tourism Department, promotes and sponsors a number of public events throughout the year for the purpose of increasing community involvement, tourism and the general benefit of its citizens; and

WHEREAS, in furtherance of such events, the Corporate Authorities have carefully considered the needs of the City with respect to permitting the sale, delivery, consumption and possession of alcoholic liquors on property owned by or under the control of the City; and

WHEREAS, the Corporate Authorities have determined it in the best interests of the City and its residents to amend the provisions of the Rock Falls Municipal Code as it relates to alcoholic liquors on City property, all as more specifically set forth herein.

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

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

SECTION 2: Chapter 16, Article V, Section 16-357 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 16-357. – Sale, delivery or consumption; original package required.

No alcoholic liquors shall be sold, delivered, consumed or possessed except in the original package and with the seal unbroken in or on any property owned by or under the control of the city, including all streets and alleys, except for the specific premises licensed for a special event under the provisions of section 16-390 or 16-390.1. A violation of this section shall be punishable by a Class C violation as provided in section 1-41.”

SECTION 3: Chapter 16, Article V, Section 16-390.1(c) of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

“Sec. 16-390.1. – Special use permit license.

...

- (c) No sale or consumption of alcoholic liquor shall occur at any special use permit event for which a license is granted between the hours of 11:00 p.m. and 11:00 a.m. local time, and no license issued under this section shall be valid unless the applicant has been issued a license by the state liquor control commission for the special use permit event. Notwithstanding anything to the contrary in this article, a special use permit event license shall not authorize the sale or consumption of alcoholic liquor on any property owned by or under the control of the city, except at the RB&W District Park during public events sanctioned by the city's tourism department as identified on its official calendar of events."

SECTION 4: In all other respects, Chapter 16, Article V of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

SECTION 5: 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 6: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

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

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

Approved this 6th day of July, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

RESOLUTION 2021-866

2021 Fiesta Day Parade

WHEREAS, the Twin Cities Fiesta Committee is sponsoring a Parade in the City of Rock Falls which event constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Route 40, a State Highway in the City of Rock Falls from First Street to Tenth Street, and said temporary closure as designated, is requested of the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Rock Falls, Illinois that permission to close off Route 40 as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED, that this closure shall occur during the approximate time period between 1:00 p.m. to 4:00 p.m. on Saturday, September 18, 2021.

BE IT FURTHER RESOLVED, that this closure is for the public purpose of a Parade.

BE IT FURTHER RESOLVED, that traffic from that closed portion of the highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of traffic.) The detour route shall be as follows:

West on 12th Street to 8th Avenue, North on 8th Avenue to West 2nd Street, West on West 2nd Street to 12th Avenue, North on 12th Avenue and across the Avenue G bridge into Sterling, Illinois.

BE IT FURTHER RESOLVED, that E 10th Street from 1st Avenue to Avenue C and E 11th Street from 1st Avenue to Avenue B will be closed from 12:00 p.m. to 1:00 p.m. for parade lineup.

BE IT FURTHER RESOLVED, that the City of Rock Falls assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED, that the police officers or authorized flaggers shall be at the expense of the City and shall be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Rock Falls prior to the reopening of the State Highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City as may be approved by the Illinois Department of Transportation. These items shall be provided by the City.

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED, that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions shall be made for traffic on intersecting highways pursuant to conditions noted above. (Note: This paragraph is applicable when the Resolution pertains to a Parade or when no detour is required.)

BE IT FURTHER RESOLVED, that the City hereby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by closing described above.

BE IT FURTHER RESOLVED, that the City of Rock Falls shall provide a comprehensive general liability insurance policy or an additional insured endorsement in the amount of \$1,000,000 per person and \$2,000,000 aggregate which as the Illinois Department of Transportation and its officials, employees and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED, that a copy of the Resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this Resolution and to operate as part of the conditions of said permission.

Adopted by the City Council of the City of Rock Falls on this 6th day of July 2021.

Rod Kleckler, Mayor

ATTEST:

Michelle Conklin, Deputy City Clerk



WILLETTS HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

June 25, 2021

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

Re: Industrial Park and Water Plant Elevated Storage Tanks Maintenance
 Bid Summary
 WHA #1065D21

Dear Mr. Padilla:

Proposals for the Industrial Park and Water Plant Elevated Storage Tanks Maintenance project were received and opened on June 24, 2021 at 11:00 a.m. at Rock Falls City Hall. Four (4) proposals were received.

All proposals were submitted with the required bid security. The proposals were reviewed for completeness and read aloud. A tabulation of all the bids, including a listing of items to be submitted with the proposal, was later verified. A copy of the Tabulation of Bids is attached for your information.

BIDDING IRREGULARITIES

There were no bidding irregularities.

SUMMARY OF BIDS

The low bid of \$424,480.00 was \$194,480.00 and 84.6% over the cost estimate of \$230,000.00 and \$91,728.00 below the next bidder. A tabulation of all the bids comparing them to the estimate in dollars and percentages is as follows:

CONTRACTOR	BID	\$ Over/Under Estimate	\$ Over/Under Estimate
Tecorp, Inc. Joliet, Illinois	\$424,480.00	\$194,480.00 ↑	84.6% ↑
Maguire Iron, Inc. Sioux Falls, South Dakota	\$516,208.00	\$286,208.00 ↑	124.4% ↑
Jetco, Ltd. Lake Zurich, Illinois	\$586,000.00	\$356,000.00 ↑	154.8% ↑
The Osseo Construction Co. LLC Osseo, Wisconsin	\$649,000.00	\$419,000.00 ↑	182.2% ↑

PROJECT BUDGET

The bids came in well over budget. The table below summarizes our cost estimate compared to Tecorp, Inc.'s low bid.

Project Cost Summary

Item	Engineer's Estimate	Tecorp, Inc. Bid Amount	Difference
Mobilization/Insurance/Bonds	\$19,000	\$20,000	+\$1,000
Industrial Park Elevated Tank			
Power Washing	\$10,200.00	\$9,000.00	(\$1,200)
Spot Repairs	\$2,600.00	\$22,000.00	+\$19,400
Access Tube Bug Screen	\$1,900.00	\$2,500.00	+\$600
Water Plant Elevated Tank			
Roof and Dry Interior Spot Repairs	\$14,000.00	\$78,000.00 ⁽¹⁾	+\$64,000
Remove and Replace Fill Pipe, Draw Pipe and Overflow Pipe with Expansion Joints	\$155,000.00	\$222,500.00	+\$67,500
Insulation and Jacket of Fill and Draw Pipes	\$22,800.00	\$22,850.00	+\$50
Remove and Replace Mud Valve	\$4,500.00	\$6,500.00	+\$2,000
Pit and Site Piping Replacement	Not Included	\$36,240.00	+\$36,240
Portable Water Salesman	Not Included	\$4,890.00	+\$4,890
TOTAL	\$230,000	\$424,480	\$194,480

⁽¹⁾ The interior dry painting included a thermal insulative coating of the tank bottom and access tube, which was not included in the original estimate.

We believe several factors may have contributed to the project being over budget and include the following:

- 1) Steel prices for the fill pipe, draw pipe, and overflow pipe.
- 2) Some work was added to the project that was not included in the original cost estimate.
- 3) Bidding this type of work this time of year may have impacted the contractor pricing.
- 4) The difficulty of some of the work may have been undervalued.

The roof and dry interior repairs and the removal and replacement of the fill pipe, draw pipe, and overflow pipe accounted for \$131,500 of the overage. Steel pricing may have impacted the pipe replacement.

One thing to consider is possibly eliminating the thermal insulative coating on the tank belly and access tube with a traditional product to save on cost. The drawback to this is that there will continue to be sweating of the tank at the upper platform without the insulative coating. Reducing the sweating in this area reduces exposure to the areas below from more rapid corrosion.

Ted Padilla, Water Superintendent
City of Rock Falls
June 25, 2021
Page 3

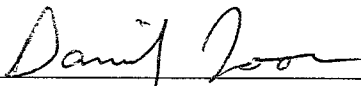
PROJECT AWARD

With the bids being over the budget, we recommend the City reject all bids and re-bid the project this fall/winter to allow for a more competitive contract cost. We also recommend meeting with you after we update the project cost estimate to determine which items in the scope of the project absolutely need to be done in the spring/summer of 2022 and include those in the Base Bid. Any or all other items can be listed as Additive Alternate Bid items so that the City can choose what items should be added to the Base Bid to fall within the budget at the time construction begins.

Please feel free to call if you have any questions, or we are willing to meet with you at your convenience to discuss the bid award in more detail.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 
Daniel B. Loos, P.E.

DBL:ez

Encl.

cc: Rodney Kleckler, Mayor w/ encl.
Robbin Blackert, City Administrator w/ encl.
Michelle Conklin, Deputy City Clerk w/ encl. and Original Proposals
Corey Buck, WHA w/ encl.
File

Engineer's Estimate: \$230,000.00

CONTRACTOR	Tecorp, Inc.	Maguire Iron, Inc.	Jetco, Ltd.	The Osseo Construction Co. LLC
ADDENDA NOS. 1	✓	✓	✓	✓
SIGNATURE PAGE 00 03 11-5	✓	✓	✓	✓
BID BOND 00 04 10-1-2	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
BREAKDOWN OF LUMP SUM BID:				
Mobilization/Insurance/Bonds	\$ 20,000.00	\$ 7,000.00	\$ 20,000.00	\$ 50,000.00
Industrial Park Elevated Tank				
Power Wash Tank Exterior	\$ 9,000.00	\$ 30,000.00	\$ 14,500.00	\$ 10,000.00
Spot Paint Repairs of Tank Exterior	\$ 22,000.00	\$ 37,000.00	\$ 8,000.00	\$ 20,000.00
Replacement of Access Tube Bug Screen	\$ 2,500.00	\$ 500.00	\$ 3,000.00	\$ 4,500.00
Water Plant Elevated Tank				
Power Wash Tank Exterior	\$ 9,000.00	\$ 30,000.00	\$ 14,500.00	\$ 10,000.00
Spot Paint Repairs of Tank Roof Exterior	\$ 9,000.00	\$ 15,000.00	\$ 8,000.00	\$ 10,000.00
Paint Repairs and Thermal Insulative Coating of Tank Dry Interior	\$ 60,000.00	\$ 68,708.00	\$ 65,000.00	\$ 60,000.00
Spot Paint Repairs of Tank Wet Interior	\$ 35,000.00	\$ 36,000.00	\$ 25,000.00	\$ 15,000.00
Removal and Replacement of Fill Pipe	\$ 42,000.00	\$ 40,000.00	\$ 90,000.00	\$ 70,000.00
Removal and Replacement of Draw Pipe	\$ 68,000.00	\$ 55,000.00	\$ 90,000.00	\$ 90,000.00
Removal and Replacement of Overflow Pipe	\$ 48,000.00	\$ 22,500.00	\$ 90,000.00	\$ 90,000.00
Painting New Piping	\$ 14,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00
New Expansion Joints on Fill and Draw Pipes	\$ 12,500.00	\$ 27,000.00	\$ 15,000.00	\$ 20,000.00
New Insulation and Jacketing on Fill and Draw Pipes	\$ 22,850.00	\$ 40,000.00	\$ 20,000.00	\$ 25,000.00
Removal and Replacement of Mud Valve	\$ 6,500.00	\$ 8,000.00	\$ 5,000.00	\$ 5,500.00
Pit and Site Piping Removal and Replacement	\$ 36,240.00	\$ 60,000.00	\$ 90,000.00	\$ 100,000.00
Portable Water Salesman	\$ 4,890.00	\$ 2,500.00	\$ 5,000.00	\$ 25,000.00
Disinfection and Filling of the Tanks	\$ 2,500.00	\$ 2,000.00	\$ 8,000.00	\$ 5,000.00
Containment/Disposal Requirements	\$ 500.00	\$ 25,000.00	\$ 5,000.00	\$ 9,000.00
TOTAL LUMP SUM BID PROPOSAL	\$424,480.00	\$516,208.00	\$586,000.00	\$649,000.00

Property Information		
Parcel Number 11-34-251-004	Site Address	Owner Name & Address ROCK FALLS CITY, 603 W 10TH ST ROCK FALLS, IL, 61071-0000
Tax Year 2020 (Payable 2021) ▼		
Sale Status None	Neighborhood Code	Land Use
Property Class 0090 - Tax Exempt	Tax Code 01101 -	Tax Status Exempt
Net Taxable Value 0	Tax Rate 12.097100	Total Tax \$0.00
Township Coloma	Acres 0.0000	Mailing Address
Tract Number	Lot Size 174 x 590.13 x 174 x 590.18 & 174 x 340.34	TIF Base Value 0
Legal Description ROCK FALLS IND PARK #2 LOT 19 & W'LY 340.34' OF LOT 16 DOR 92-98-578 487400x		

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	0	0	0	0
Department of Revenue	0	0	0	0	0	0
Board of Review Equalized	0	0	0	0	0	0
Board of Review	0	0	0	0	0	0
S of A Equalized	0	0	0	0	0	0
Supervisor of Assessments	0	0	0	0	0	0
Township Assessor	0	0	0	0	0	0
Prior Year Equalized	0	0	0	0	0	0

No Billing Information

Drainage / Special Districts	
District	Amount
#5 of Montmorency & Coloma	\$0.00

Exemptions						
Exemption Type	Requested Date	Granted Date	Renewal Date	Prorate Date	Requested Amount	Granted Amount
Exempt Parcel	1/5/2010	1/5/2010	3/2/2020		0	0

No Farmland Information

No Forfeiture Information

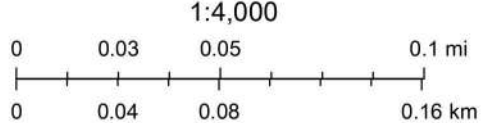
No Genealogy Information

Whiteside County Illinois



7/1/2021, 11:51:49 AM

 Tax Parcel



Whiteside County IL GIS

Web AppBuilder for ArcGIS
Whiteside County IL GIS |



FERGUSON WATERWORKS #2521
1720 STATE ST
DEKALB, IL 60115-2877

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

Deliver To:
From: Tj Rodebaugh
Comments:

21:33:05 JUN 08 2021

Page 1 of 1

FERGUSON WATERWORKS #2516

Price Quotation

Phone: 815-756-2800

Fax: 815-756-2877

Bid No: B150234
Bid Date: 04/28/21
Quoted By: TJR

Cust Phone: 815-822-1106
Terms: NET 10TH PROX

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

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

Cust PO#: VERBAL TED

Job Name: 2021 METER PRICING

Item	Description	Quantity	Net Price	UM	Total
NED2B11REF2	5/8X3/4 TTB MTR EGDR CF W/O REC	120	138.000	EA	16560.00
Net Total:					\$16560.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$16560.00

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

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DEEMBEWBESMALL BUSINESS REQUIREMENTS.

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

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

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



WILLETT HOFMANN
& ASSOCIATES INC

ENGINEERING ARCHITECTURE LAND SURVEYING

Serving Our Clients Since 1935

February 1, 2021

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

Attn: Mr. Ted Padilla, Water Superintendent

Re: Engineering Agreement for Watermain Replacement Phase 1
WHA No. 1522D20

Dear Ted:

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

The engineering services include the IEPA Loan Application Documents, the design phase, the preparation of the easement plats for the Hudson Drive watermain, the construction phase. The detailed engineering services are summarized in Exhibit 2 of the Engineering Agreement.

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

Please feel free to call if you have any questions.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, P.E.

MH:dt

Encl.

cc: Corey Buck, WHA via email
File

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

WillettsHofmann.com

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

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

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.
2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.
3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.
4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.
5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

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

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

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

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

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

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

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

WILLETT HOFMANN & ASSOCIATES, INC.

By Bruce H. Conner
PRESIDENT
(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The Watermain Replacement Phase 1 project includes the following scope of work:

1. Construct approximately 810 feet of 6" watermain on Hudson Drive from 5th Avenue to W. 10th Street and construct new water service lines from the new watermain to the property line for each customer.
2. Construct approximately 900 feet of 6" watermain on W. 15th Street from 1st Avenue to 5th Avenue and construct new water service lines from the new watermain to the property line for each customer. The project will also include boring a 20" steel casing pipe under a portion of 1st Avenue (IL Route 40) so the new watermain can connect to the existing watermain on 1st Avenue.
3. Construct approximately 550 feet of 6" watermain on 6th Avenue from W. 13th Avenue to W. 14th Avenue and construct new water service lines from the new watermain to the property line for each customer.
4. Construct approximately 520 feet of 6" watermain on W. 14th Street from 12th Avenue to 13th Avenue and construct new water service lines from the new watermain to the property line for each customer.

Exhibit 2
Description of Services

IEPA Loan Application Documents

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

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

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Provide a topographic survey of the project areas.
2. Preparation of the construction drawings.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. Preparation of the IEPA Public Water Supply construction permit application.
5. Preparation of IDOT Utility permit application. Services do NOT include preparing a Traffic Management Plan.
6. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Easement Plats

1. Prepare easement plats for five (5) parcels that the proposed watermain will cross on Hudson Drive and south to W. 10th Street.

Geotechnical

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

Exhibit 2
Description of Services

Construction Phase Engineering Services

The construction engineering services will include the following:

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

Exhibit 3
Compensation

We propose to perform the engineering services for the Watermain Replacement Phase 1 project on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule, and detailed in the table below.

Engineer Fee Summary

Phase	Fee
IEPA Loan Application Documents	\$ 8,000
Design Engineering	\$ 59,000
Easement Plats	\$ 6,000
Geotechnical	\$ 8,000
Construction Engineering	\$ 68,000
Total Engineering Fee	\$149,000

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

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

2. Covenant Against Contingent Fees Clause

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

3. USEPA Nondiscrimination Clause

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

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

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

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



WILLET HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

**GENERAL RATES FOR ENGINEERING SERVICES
 (FIELD AND OFFICE)
 EFFECTIVE MAY 3, 2020**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$192.00	\$290.00	Regular Rate
Principal Engineering Manager	\$160.00	\$245.00	Regular Rate
Engineering Manager	\$138.00	\$246.00	Regular Rate
Civil Engineer IV	\$119.00	\$186.00	Regular Rate
Civil Engineer III	\$110.00	\$171.00	Regular Rate
Civil Engineering Intern II	\$97.00	\$149.00	Regular Rate
Civil Engineering Intern I	\$91.00	\$126.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$91.00	\$186.00	Regular Rate
Engineering Intern	\$47.00	\$79.00	Regular Rate
Principal Architectural Manager	\$129.00	\$199.00	Regular Rate
Architect IV	\$116.00	\$180.00	Regular Rate
Architect III	\$107.00	\$164.00	Regular Rate
Architectural Intern II	\$94.00	\$145.00	Regular Rate
Architectural Intern I	\$78.00	\$120.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$78.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$107.00	\$164.00	Regular Rate
Prof. Land Surveyor IV	\$94.00	\$145.00	Regular Rate
Prof. Land Surveyor III	\$85.00	\$133.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$75.00	\$117.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$69.00	\$108.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$69.00	\$145.00	Regular Rate
Technician IV	\$78.00	\$123.00	1.3 x Regular Rate
Technician III	\$73.00	\$114.00	1.3 x Regular Rate
Technician II	\$63.00	\$101.00	1.3 x Regular Rate
Technician I	\$56.00	\$89.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$56.00	\$123.00	1.3 x Regular Rate
Survey Worker Foreman	\$81.00	\$126.00	1.3 x Regular Rate
Survey Worker	\$78.00	\$123.00	1.3 x Regular Rate
Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
SPP Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

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

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

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

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Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

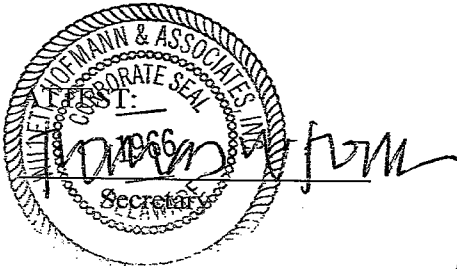
9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation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

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

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

WILLETT HOFMANN & ASSOCIATES, INC.

By Brian K. Conner
PRESIDENT
(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____
Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The Watermain Replacement Phase 1 project includes the following scope of work:

1. Construct approximately 810 feet of 6" watermain on Hudson Drive from 5th Avenue to W. 10th Street and construct new water service lines from the new watermain to the property line for each customer.
2. Construct approximately 900 feet of 6" watermain on W. 15th Street from 1st Avenue to 5th Avenue and construct new water service lines from the new watermain to the property line for each customer. The project will also include boring a 20" steel casing pipe under a portion of 1st Avenue (IL Route 40) so the new watermain can connect to the existing watermain on 1st Avenue.
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Description of Services

IEPA Loan Application Documents

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

1. Loan Application Form
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4. Loan Applicant's Certification of Plans/Specifications Compliance with PWSLP Rules Form
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6. Loan Applicant's Certification of Engineering or Professional Service Contact Compliance Form

Design Phase Engineering Services

The design phase engineering services will include the following:

1. Provide a topographic survey of the project areas.
2. Preparation of the construction drawings.
3. Preparation of a Project Manual which will include the bidding and contract documents, general conditions, and technical specifications.
4. Preparation of the IEPA Public Water Supply construction permit application.
5. Preparation of IDOT Utility permit application. Services do NOT include preparing a Traffic Management Plan.
6. One project design meeting to review the construction drawings and Project Manual prior to bidding.

Easement Plats

1. Prepare easement plats for five (5) parcels that the proposed watermain will cross on Hudson Drive and south to W. 10th Street.

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1. Perform soil borings on each new watermain street segment.
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Exhibit 2
Description of Services

Construction Phase Engineering Services

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6. Conduct a pre-construction meeting with the City, Contractor and WHA.
7. Construction staking.
8. Shop drawing review of the watermain materials.
9. Provide part-time construction observation (Approximately 450 hours).
10. Prepare monthly pay requests for submittal to the City.
11. Prepare monthly IEPA Loan Disbursement form.
12. Prepare Record construction drawings.

Exhibit 3
Compensation

We propose to perform the engineering services for the Watermain Replacement Phase 1 project on an hourly basis at the current hourly billing rates for the classification of personnel performing the work, as outlined on the attached billing rate schedule, and detailed in the table below.

Engineer Fee Summary

Phase	Fee
IEPA Loan Application Documents	\$ 8,000
Design Engineering	\$ 59,000
Easement Plats	\$ 6,000
Geotechnical	\$ 8,000
Construction Engineering	\$ 68,000
Total Engineering Fee	\$149,000

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

1. Audit and Access to Records Clause

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

2. Covenant Against Contingent Fees Clause

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

3. USEPA Nondiscrimination Clause

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

Exhibit 4
IEPA Public Water Supply Revolving Fund Loan Clauses

4. USEPA Fair Share Percentage Clause

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

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



WILLETT HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

**GENERAL RATES FOR ENGINEERING SERVICES
 (FIELD AND OFFICE)
 EFFECTIVE MAY 3, 2020**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$192.00	\$290.00	Regular Rate
Principal Engineering Manager	\$160.00	\$245.00	Regular Rate
Engineering Manager	\$138.00	\$246.00	Regular Rate
Civil Engineer IV	\$119.00	\$186.00	Regular Rate
Civil Engineer III	\$110.00	\$171.00	Regular Rate
Civil Engineering Intern II	\$97.00	\$149.00	Regular Rate
Civil Engineering Intern I	\$91.00	\$126.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$91.00	\$186.00	Regular Rate
Engineering Intern	\$47.00	\$79.00	Regular Rate
Principal Architectural Manager	\$129.00	\$199.00	Regular Rate
Architect IV	\$116.00	\$180.00	Regular Rate
Architect III	\$107.00	\$164.00	Regular Rate
Architectural Intern II	\$94.00	\$145.00	Regular Rate
Architectural Intern I	\$78.00	\$120.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$78.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$107.00	\$164.00	Regular Rate
Prof. Land Surveyor IV	\$94.00	\$145.00	Regular Rate
Prof. Land Surveyor III	\$85.00	\$133.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$75.00	\$117.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$69.00	\$108.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$69.00	\$145.00	Regular Rate
Technician IV	\$78.00	\$123.00	1.3 x Regular Rate
Technician III	\$73.00	\$114.00	1.3 x Regular Rate
Technician II	\$63.00	\$101.00	1.3 x Regular Rate
Technician I	\$56.00	\$89.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$56.00	\$123.00	1.3 x Regular Rate
Survey Worker Foreman	\$81.00	\$126.00	1.3 x Regular Rate
Survey Worker	\$78.00	\$123.00	1.3 x Regular Rate
Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
SPP Administrative Assistant	\$47.00	\$95.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

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

625 S IL-83 • ELMHURST, IL 60126 • 312/829-1919 • FAX 312/829-6142
E-MAIL: jkimes@standardequipment.com • INTERNET: http://www.standardequipment.com



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

June 14, 2021

Standard Equipment Company is pleased to present the following quote for a Vactor 2100i Sewer Cleaner utilizing Sourcewell contract pricing. Quotation and terms shown valid for 30 days. Please see included summary for unit options. Terms are as follows:

- Sourcewell Contract
- Payment Due in full at time of Delivery

Vactor 2100i SEDF on International Chassis	\$447,516.50
Sourcewell Discount	-\$9,929.77

Total Price	\$437,428.73
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Includes Municipal License, Title and Document Fees

With Added options \$442,116.73

Thank you for the opportunity to quote you on your street maintenance needs. Please contact me if you have any questions on this quote.

Best Regards,
Jason Kimes, Area Sales Representative
jkimes@standardequipment.com
Main: 312.829.1919 | Cell: 312.505.2615
625 IL 83 Elmhurst, IL 60126

Order Acknowledgement:

Signature

Date

STANDARDTM **EQUIPMENT**



625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sales@standardequipment.com

Presents a Proposal Summary

of the



2100i

Combination Single Engine Dual Stage Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a Heavy Duty Truck Chassis

for

City of Rock Falls
603 West 10th Street
Rock Falls, IL 61071

Jason Kimes
Tel: 312.505.2615

PRODUCT DESCRIPTION

· 2100i with Single Engine Dual Stage Fan, 12 Yard Debris Body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- 24" x 26" x 69" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Midship High Pressure Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Digital Hose Footage Counter
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Camera System, Rear Only
- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control
- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve

Jason Kimes
Tel: 312.505.2615

- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

ADDITIONAL FEATURES

- 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable (RDB)
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 600' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Air Purge
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- 6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack, Curbside, 7" Pipe
- Folding Pipe Rack, Streetside, 7" Pipe
- Rear Door Pipe Rack (Fixed) 7" Pipe
- Rear Door Valve Flushout
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Backpack Wireless Controls with Hose Reel Controls, 2-Way Communications, and LCD Display
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Heavy Duty RDB Hose
- RDB Flushout System
- Cold Weather Recirculator, PTO Driven, 25 GPM
- Automatic Hose Level Wind Guide, Hydraulically Indexing w/ Pinch Roller
- Fan Flushout System
- High Pressured Hose Reel
- Hydro Excavation Kit-Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Front Hose Reel Storage
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrow Stick
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- 14 Lighting Package, 14 Federal Signal Strobe Lights, LED Worklights (2), LED, 10' x 15' RDB
- Worklights (2), LED Rear Door
- Worklight, LED, Operators Station
- Worklight, LED, Hose Reel Manhole
- Worklight, LED, Curb Side
- Toolbox, Driver Side Subframe, 60w x 20h x 12d
- Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- Safety Cone Storage Rack - Post Style

Jason Kimes
Tel: 312.505.2615

Digital Water Level Indicator
Digital Debris Body Level Indicator
- Vector Standard Manual and USB Version - 1

Jason Kimes
Tel: 312.505.2615

Robbin Blackert

From: Jason Kimes <jkimes@standardequipment.com>
Sent: Thursday, June 17, 2021 2:40 PM
To: Ed Cox
Cc: Robbin Blackert
Subject: Re: Vactor quote

Ed,

Cold weather- \$1,448
RDB Flushout- \$89
14 Light- \$2,716
Safety Cone- \$136
LED Handlight- \$299

Thanks,
Jason

Sent from my iPhone

On Jun 16, 2021, at 5:46 AM, Ed Cox <ecox@rockfalls61071.com> wrote:

Jason

How much cost would be added for the following options:

RDB flush out system
Cold weather recirculatory system
Waterproof rechargeable wireless handheld LED
14 light package, 14 Federal signal strobe lights LED
Safety cone storage

Sincerely
Edward J. Cox
WWTP Superintendent
City Of Rock Falls, IL. 61071
815-622-1125

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E-MAIL: jkimes@standardequipment.com • INTERNET: <http://www.standardequipment.com>



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

June 14, 2021

Vactor 2100 Plus Serial# 11-06V-12667

Private Party Value \$80,000

Best Regards,
Jason Kimes, Area Sales Representative
jkimes@standardequipment.com
Main: 312.829.1919 | Cell: 312.505.2615
625 IL 83 Elmhurst, IL 60126