

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

## *Mayor*

Rod Kleckler  
815-380-5333

## *City Administrator*

Robbin Blackert  
815-564-1366



## *City Clerk*

Pam Martinez  
815-622-1100

## *City Treasurer*

Kay Abner  
815-622-1100

Rock Falls City Council Agenda  
Council Chambers  
603 W 10<sup>th</sup> Street, Rock Falls, IL 61071

November 16, 2021  
5:30 p.m.

**Call to Order at 5:30 p.m.**  
**Pledge of Allegiance**  
**Roll Call**

## **Mayor's Community Award**

## **Audience Requests**

1. Barb Frantz - Highway 30 Group

## **Community Affairs**

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

## **Consent Agenda:**

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

## **Ordinances 1<sup>st</sup> Reading:**

1. Ordinance 2021-2538 - Fiscal Year 2022 Tax Levy ☞
2. Ordinance 2021-2539 - Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$5,300,000 General Obligation Bonds (Alternate Revenue Sources), Series 2017 ☞
3. Ordinance 2021-2540 - Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$2,115,000 General Obligation Bonds (Alternate Revenue Sources), Series 2016 ☞
4. Ordinance 2021-2541 - Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$9,200,000 General Obligation Bonds (Alternate Revenue Sources), Series 2018A ☞
5. Ordinance 2021-2542 - Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Alternate Revenue Sources), Series 2018B ☞
6. Ordinance 2021-2543 - Abating the Tax Heretofore Levied for the Year 2021 to Pay Debt Service on \$1,200,000 General Obligation Bonds (Alternate Revenue Sources), Series 2018C ☞

**City Administrator Robbin Blackert**

## **Information/Correspondence**

Matt Cole, City Attorney

Corey Buck, City Engineer

## **Alderman Reports/Committee Chairman Requests**

### **Ward 1**

Alderman Bill Wangelin – Public Property/Public Works Committee Chairman

1. Approve Extension of Cash Farm Lease with Mike Gaulrapp for 24 tillable acres of Sewer Plant Land for the 2022 season. Rent will be at the current rate of \$225.00 per acre. ☞
2. Approve Extension of Cash Farm lease with Hoffman Brothers Partnership for 10 acres of Sewer Plant Land for the 2022 season. Rent will be at the current rate of \$150.00 per acre. ☞
3. Approve the renewal of IDNR Lease No. 3091 for a 10 year renewal period (Stormwater pipe at E 5<sup>th</sup> Street) at a cost of \$2,200.00 ☞
4. Approve the State of Illinois Contract for 2022 Salt purchases ☞

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Approval to seek Requests for Proposals for Professional Auditing Services for Fiscal Years 2022, 2023 and 2024 ☞
2. Approve the Commitment of Matching Funds in the amount of \$200,000.00 and in kind Contributions in the amount of \$53,000.00 for the Rebuild Downtown & Main Streets Grant

### **Ward 2**

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

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:**

### **Executive Session:**

1. Litigation – Section 2(c)(11) – Pending, probable or imminent litigation

## **Action Taken from Executive Session**

## **Adjournment**

Next City Council meeting – December 7, 2021, at 5:30 p.m.

Posted: November 12, 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.

# City of Rock Falls

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

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

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on November 4, 2021, in the Council Chambers by Mayor Rod Kleckler.

City Clerk Pam Martinez called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen McKanna, Wangelin, Snow, Babel, Dowd, Devers, Doane, and Sobottka. In addition Attorney Matt Cole and City Administrator Robin Blackert were present.

Audience request: None

### Community Affairs:

Keri Olson, United Way of Whiteside County ED, Board Member, Rock Falls Chamber of Commerce presented an update on Hometown Holidays. November 19, 2021 starts with a Christmas walk and Love Light Ceremony, November 20, 2021 Grinch Dodgeball, Craft Show and a turkey dinner. Tonight is Culver's Share night from 5-8 p.m.

### Consent Agenda:

Consent Agenda items 1, 2, and 3 were read aloud by City Clerk Pam Martinez.

1. Approval of the minutes of the October 19, 2021, City Council Meeting.
2. Approval of bills as presented.
3. Refer to the Planning Zoning Commission the Application for Variance from Whiteside County Health Department for the purpose of the placement of a garage to store the Whiteside County Health Department mobile medical unit.

A motion was made by Alderman Snow and second by Alderman Dowd, Alderwoman Sobottka asked to have item #3 removed from the consent agenda for separate vote, motion so moved, Alderman Snow motioned and Alderman Dowd seconded. Items one and two approved, **Vote 8 aye, motion carried.**

Item 3, Alderwoman Sobottka asked if the variance outline was for the whole lot or just the building, Attorney Cole stated it was for the building only. A motion was made by Alderman Snow and Alderman Doane seconded to approve item three, **Vote 8 aye, motion carried.**

### Resolutions:

1. Resolution 2021-873 - Resolution for Maintenance Under the Illinois Highway Code for appropriating \$180,000.00 of Motor Fuel Tax Funds for the purpose of maintain streets and highways from 01/02/2022 to 12/31/2022 (Section 22-00000-00-GM)
  - a. A motion was made by Alderman Snow and second by Alderman Wangelin to approve Resolution 2021-873- Resolution for Maintenance Under the Illinois

Highway Code for appropriating \$180,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways from 1/2/2022 to 12/31/2022.

**Vote 8 aye, motion carried.**

City Administrator: none

City Attorney: none

City Departments: none

A motion was made by Alderwoman McKanna and seconded by Alderwoman Sobottka to approve the Utility Office Write-offs July 2021 through September 2021.

**Vote 8 aye, motion carried.**

A motion was made by Alderwoman McKanna and seconded by Alderman Snow to approve the Actuarial Valuations from MWM Consulting Group for the City of Rock Falls Firefighters' Pension Fund, Police Pension Fund and Accounting for Post Employment Benefit Plans under GASB #74/75 for May 1, 2021 and ending April 30, 2022. **Vote 8 aye, motion carried.**

A motion was made by Alderwoman McKanna and second by Alderman Wangelin to approve the City of Rock Falls Annual Financial Report for Fiscal Year 2021 (May 1, 2020 through April 30, 2021) completed by Sikich, LLP. **Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Babel to approve suggested changes from the Industrial Development Commission to the Lease of Real Estate Agreement for Harvesting Hay - Paragraph 6, Term Lease. **Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Wangelin to approve amendment to the Pole Attachment Agreement with Surf Broadband. **Vote 8 aye, motion carried.**

Alderman Doane stated that he will be starting a petition to have a light pole installed on east 12th and E street.

A motion was made by Alderwoman McKanna and second by Alderwoman Devers to approve the appointment of Marv Blix to the Planning Zoning Commission to fill the unexpired term of Bill Groleau - Term 11/02/2021 through 04/30/2023. **Vote 8 aye, motion carried.**

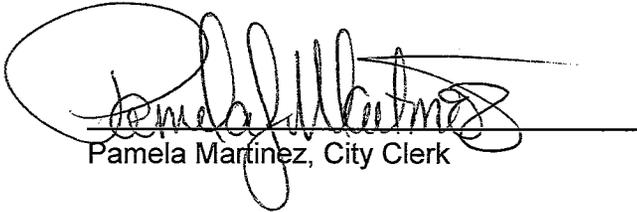
A motion was made by Alderman Wangelin and second by Alderman Doane to approve the appointment of Patty Martinez to the Industrial Development Commission to fill the unexpired term of Becky Hunter - Term 11/02/2021 through 04/30/2026. **Vote 8 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Babel for the appointment of Mike Corrigan to the Industrial Development Commission to fill the unexpired term of Steve Brenner - Term 11/02/2021 through 04/30/2026. **Vote 8 aye, motion carried.**

A motion was made by Alderwoman Sobottka and second by Alderman Doane to enter into Executive Session for the purpose of discussing Litigation - Section 2(c)(11) - Pending, probable or imminent litigation. **Vote 8 aye, motion carried (5:50 p.m.).**

A motion was made by Alderwoman Sobottka and second by Alderman Doane to return to regular session. **Vote 8 aye, motion carried (6:06 p.m.)**

A motion was made by Alderwoman Sobottka and second by Alderman Snow to adjourn. **Viva Voice Vote, motion carried. (6:08 p.m.)**



Pamela Martinez, City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 11/16/2021

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:

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Tourism	3793.89
General Fund	38963.26
TIF-Downtown Redevelopment	355.20
Employee Group Insurance	6937.20
Electric	72843.36
Sewer	72617.49
Water	40428.06
Garbage Fund	1100.00
Customer Service Center	4939.82
Safe Passage/Non Evidentiary	1716.00
Tobacco Grant	400.00
Customer Utility Deposit	404.05
	\$244,498.33

Alderman Wangelin  
Alderman Palmer  
Alderman Doane  
Alderman Devers

DATE: 11/04/21  
TIME: 13:35:12  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/05/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
1052	SAUK VALLEY MEDIA	6,683.10	800.00
2796	U.S. CELLULAR	2,607.43	79.89
5118	SIKICH, LLP	27,750.00	500.00
5161	HUGHES MEDIA CORP	3,000.00	750.00
5235	WRCV-FM	720.00	135.00
T0005449	815 PORTA POTTY	1,050.00	600.00
	TOURISM		2,864.89
GENERAL FUND			
01	ADMINISTRATION		
2322	ILLINOIS MUNICIPAL LEAGUE		925.00
4331	CIRCUIT CLERK OF LEE COUNTY	4,020.00	600.00
4335	CIRCUIT CLERK OF LASALLE COUNT		300.00
5118	SIKICH, LLP	27,750.00	5,000.00
753	ROCK FALLS CHAMBER OF COMMERCE	5,000.00	500.00
	ADMINISTRATION		7,325.00
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	600.00	100.00
	CITY ADMINISTRATOR		100.00
04	BUILDING		
176	PETTY CASH	10,238.30	14.00
2797	MARK SEARING	240.00	40.00
	BUILDING		54.00
05	CITY CLERK'S OFFICE		
1519	NOTARY PUBLIC ASSOC. OF IL	216.00	54.00
5308	LEAF	3,681.45	92.71
795	SBM BUSINESS EQUIPMENT CENTER	8,251.15	100.15
	CITY CLERK'S OFFICE		246.86

INVOICES DUE ON/BEFORE 11/05/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1448	IL DEPT OF INNOVATION &	1,992.15	398.43
1493	WILLIAM & MARY COMPUTER CENTER	68,501.85	300.00
176	PETTY CASH	10,238.30	21.72
194	GRUMMERT'S HARDWARE - R.F.	4,101.48	47.30
4508	LEXISNEXIS RISK SOLUTIONS	216.00	37.00
4550	IAPEM		35.00
4806	AXON ENTERPRISE INC	7,529.40	218.40
5032	COMCAST	2,815.98	6.33
	POLICE		1,064.18
07	CODE HEARING DEPARTMENT		
1493	WILLIAM & MARY COMPUTER CENTER	68,501.85	55.00
4931	MUNICIPAL SYSTEMS LLC	5,029.58	760.59
	CODE HEARING DEPARTMENT		815.59
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	4,101.48	57.53
2380	AUTOZONE	211.57	22.58
2977	NELSON FIRE PROTECTION		320.00
350	GISI BROS. INC.	11,979.03	875.36
364	GRUMMERTS HARDWARE - STERLING	436.93	0.00
4207	O'REILLY AUTOMOTIVE INC	4,744.26	200.12
4707	KIMBALL MIDWEST	1,493.66	606.44
55	ARAMARK UNIFORM SERVICES, INC.	4,790.53	138.98
T0004455	ROCK RIVER CARTAGE INC	6,267.49	3,216.59
	STREET		5,437.60
12	PUBLIC PROPERTY		
194	GRUMMERT'S HARDWARE - R.F.	4,101.48	8.05
219	CRESCENT ELECTRIC	4,728.50	34.18
	PUBLIC PROPERTY		42.23
13	FIRE		

INVOICES DUE ON/BEFORE 11/05/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
1165	CEC OF THE SAUK VALLEY INC	15,786.33	731.94
176	PETTY CASH	10,238.30	11.72
423	AT&T	457.03	80.84
5291	BRADY FRANKS		39.20
5308	LEAF	3,681.45	92.71
956	UNIFORM DEN INC	5,622.11	161.95
T0005473	CITY OF NAPERVILLE	150.00	150.00
	FIRE		1,268.36
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	68,501.85	7,507.00
194	GRUMMERT'S HARDWARE - R.F.	4,101.48	8.09
2451	MENARDS	6,163.60	129.95
2977	NELSON FIRE PROTECTION		480.00
34	ALTORFER INC.	79,078.20	277.68
4620	TRI-COUNTY OPP COUNCIL	1,771.72	788.58
4656	THOMPSON TRUCK AND TRAILER	5,348.53	0.00
4730	FLETCHER-REINHARDT CO	6,347.22	907.50
4995	CLOUDPOINT GEOSPATIAL	38,137.50	1,983.34
5118	SIKICH, LLP	27,750.00	2,000.00
5205	TALLMAN EQUIPMENT CO INC.	4,088.02	879.24
5317	SLATE ROCK FR	5,159.01	685.08
T0004028	KEITHS RESTAURANT EQUIPMENT		131.74
T0005541	SHARON MILLER		49.61
	OPERATION & MAINTENANCE		15,827.81
SEWER FUND			
30	SEWER		
4030	FISCHER EXCAVATING, INC.	18,250.74	29,449.86
	SEWER		29,449.86
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	15,786.33	194.60
1493	WILLIAM & MARY COMPUTER CENTER	68,501.85	995.00

INVOICES DUE ON/BEFORE 11/05/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
4027	WHITESIDE COUNTY RECORDER	654.00	43.00
4119	USA BLUE BOOK	4,180.65	268.18
4656	THOMPSON TRUCK AND TRAILER	5,348.53	2,833.57
4995	CLOUDPOINT GEOSPATIAL	38,137.50	1,983.33
5118	SIKICH, LLP	27,750.00	1,000.00
5283	RHINO INDUSTRIES INC	7,921.16	1,490.00
580	MCCORMICK'S		3,269.00
631	MURRAY & SONS EXCAVATING, INC	142,717.66	3,396.00
	OPERATION & MAINTENANCE		15,472.68
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	106,299.37	12,629.80
4361	FERGUSON WATERWORKS #2516	73,891.91	521.79
5151	LEE JENSEN SALES CO, INC.	3,764.50	1,705.00
	WATER		14,856.59
48	OPERATION & MAINTENANCE		
111	BONNELL REPAIR & TOWING, INC.	1,155.05	179.95
1493	WILLIAM & MARY COMPUTER CENTER	68,501.85	105.00
1740	VIKING CHEMICAL CO	5,113.00	1,225.00
176	PETTY CASH	10,238.30	7.89
194	GRUMMERT'S HARDWARE - R.F.	4,101.48	97.60
2451	MENARDS	6,163.60	235.58
2796	U.S. CELLULAR	2,607.43	313.03
2847	PDC LABORATORIES, INC.	2,793.09	418.00
350	GISI BROS. INC.	11,979.03	398.32
364	GRUMMERTS HARDWARE - STERLING	436.93	40.49
4027	WHITESIDE COUNTY RECORDER	654.00	43.00
4207	O'REILLY AUTOMOTIVE INC	4,744.26	17.98
4361	FERGUSON WATERWORKS #2516	73,891.91	841.75
4707	KIMBALL MIDWEST	1,493.66	53.80
4995	CLOUDPOINT GEOSPATIAL	38,137.50	1,983.33
5110	KUNES COUNTRY AUTO GROUP	6,027.73	1,141.83
5118	SIKICH, LLP	27,750.00	1,000.00
55	ARAMARK UNIFORM SERVICES, INC.	4,790.53	68.25
631	MURRAY & SONS EXCAVATING, INC	142,717.66	1,155.00
67	B & D SUPPLY CO.	1,093.73	140.21

DATE: 11/04/21  
TIME: 13:35:12  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/05/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
T0004455	ROCK RIVER CARTAGE INC	6,267.49	260.27
	OPERATION & MAINTENANCE		9,726.28
GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	27,750.00	500.00
	GARBAGE		500.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
760	ROCK FALLS POSTMASTER	21,245.00	3,500.00
	CUSTOMER SERVICE CENTER		3,500.00
SAFE PASSAGE/NON EVIDENTIARY			
57	SAFE PASSAGE/NON EVIDENTIARY		
T0005542	PINK HEALS SAUK VALLEY CHAPTER		1,716.00
	SAFE PASSAGE/NON EVIDENTIARY		1,716.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0001952	JENNIFER BALDWIN		50.36
T0004028	KEITHS RESTAURANT EQUIPMENT		252.65
T0005540	PRESTON PADOVANI		51.04
	CUSTOMER UTILITY DEPOSITS		354.05
	TOTAL ALL DEPARTMENTS		110,621.98

DATE: 11/08/21  
TIME: 16:45:24  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/09/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOBACCO GRANT			
58	TOBACCO		
4767	DOUG WOLBER	66.07	400.00
	TOBACCO		400.00
	TOTAL ALL DEPARTMENTS		400.00

INVOICES DUE ON/BEFORE 11/12/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
3010	CUSTOM MONOGRAM	3,135.95	144.00
T0005543	STERLING VAULT CO		785.00
	TOURISM		929.00
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	4,620.00	1,300.00
4333	CIRCUIT CLERK OF OGLE COUNTY	2,027.00	300.00
795	SBM BUSINESS EQUIPMENT CENTER	8,351.30	16.00
T0003184	CIRCUIT CLERK OF WHITESIDE CO	600.00	300.00
	ADMINISTRATION		1,916.00
02	CITY ADMINISTRATOR		
795	SBM BUSINESS EQUIPMENT CENTER	8,351.30	16.00
	CITY ADMINISTRATOR		16.00
04	BUILDING		
350	GISI BROS. INC.	13,252.71	500.00
4133	INTERNATIONAL CODE COUNCIL INC		955.76
5253	WEX BANK	48,269.24	161.81
	BUILDING		1,617.57
06	POLICE		
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	1,097.60
1414	GALLS, LLC		10.59
1853	MOORE TIRES INC.	6,676.28	27.04
194	GRUMMERT'S HARDWARE - R.F.	4,320.05	17.97
332	FYR-FYTER, INC.	883.60	173.30
350	GISI BROS. INC.	13,252.71	1,283.71
4692	PANTHER UNIFORMS, INC.	637.80	1,056.67
511	MICHAEL KUELPER	341.20	224.98
5253	WEX BANK	48,269.24	2,607.53

INVOICES DUE ON/BEFORE 11/12/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
5277	PAPER RECOVERY SERVICE CORP	315.00	75.00
5308	LEAF	3,866.87	194.71
533	ELECTRONICS, INC.	4,457.75	318.00
683	P. F. PETTIBONE & CO.	337.90	1,103.05
752	ROCK FALLS AREA DOG CONTROL	2,945.32	483.42
86	BEHRZ BLOOMZ	132.00	56.00
956	UNIFORM DEN INC	5,784.06	435.07
T0003392	TIM LAWRENCE	319.42	145.98
T0003681	TIM CAIN		131.23
T0004412	PHYSICIANS IMMEDIATE CARE	202.00	101.00
T0005544	PUBLIC AGENCY TRAINING COUNCIL		350.00
	POLICE		9,892.85
10	STREET		
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	1,133.01
4827	KELLEY WILLIAMSON COMPANY	7,391.66	482.57
5253	WEX BANK	48,269.24	909.94
	STREET		2,525.52
12	PUBLIC PROPERTY		
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	3,976.84
219	CRESCENT ELECTRIC	4,762.68	73.75
364	GRUMMERTS HARDWARE - STERLING	477.42	22.98
533	ELECTRONICS, INC.	4,457.75	50.00
	PUBLIC PROPERTY		4,123.57
13	FIRE		
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	1,173.10
4447	FRANK'S SMALL ENGINE REPAIR	45.00	130.60
4902	MATT KOBBERMAN		17.92
511	MICHAEL KUELPER	341.20	224.98
5253	WEX BANK	48,269.24	708.88
T0003392	TIM LAWRENCE	319.42	131.23
T0003681	TIM CAIN		131.22
	FIRE		2,517.93

INVOICES DUE ON/BEFORE 11/12/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	315.60	47.20
T0004793	KSB HOSPITAL		6,890.00
	EMPLOYEE GROUP INS		6,937.20
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
5229	RECON LAWN & LANDSCAPE	568.32	355.20
	DOWNTOWN REDEVELOPMENT		355.20
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	5,864.85
194	GRUMMERT'S HARDWARE - R.F.	4,320.05	27.88
219	CRESCENT ELECTRIC	4,762.68	-9.24
2557	ASPLUNDH TREE EXPERT CO.	71,372.04	11,392.72
4148	BHMG ENGINEERS	12,944.04	1,250.00
4889	KIRBY CABLE SERVICE INC	29,562.50	36,012.50
5193	TRI-STATE FIRE CONTROL		450.00
5253	WEX BANK	48,269.24	1,645.66
533	ELECTRONICS, INC.	4,457.75	149.00
651	NICOR	14,668.67	183.89
T0002662	JIM TRIMBLE		48.29
	OPERATION & MAINTENANCE		57,015.55
SEWER FUND			
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	16,712.87	560.27
1279	WILCO RENTAL	259.16	225.38
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	19,621.43
1449	QUALITY READY MIX	22,526.00	507.00
1853	MOORE TIRES INC.	6,676.28	57.58
194	GRUMMERT'S HARDWARE - R.F.	4,320.05	14.38
34	ALTORFER INC.	79,355.88	30.90
4027	WHITESIDE COUNTY RECORDER	740.00	88.25
4119	USA BLUE BOOK	4,448.83	1,108.53

INVOICES DUE ON/BEFORE 11/12/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
4207	O'REILLY AUTOMOTIVE INC	4,962.36	37.78
4528	MODERN SHOE SHOP	1,453.43	130.49
482	JOHNSON OIL CO	1,565.64	870.00
4827	KELLEY WILLIAMSON COMPANY	7,391.66	551.65
5131	METROPOLITAN INDUSTRIES, INC.	9,877.50	2,762.50
5141	CINTAS CORPORATION	1,259.52	88.06
5253	WEX BANK	48,269.24	786.19
533	LECTRONICS, INC.	4,457.75	78.00
651	NICOR	14,668.67	176.56
	OPERATION & MAINTENANCE		27,694.95

WATER FUND			
40	WATER		
1449	QUALITY READY MIX	22,526.00	1,465.00
4361	FERGUSON WATERWORKS #2516	75,255.45	455.96
	WATER		1,920.96
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	955.52	50.59
1289	CITY OF ROCK FALLS UTILITIES	250,162.25	7,030.35
1449	QUALITY READY MIX	22,526.00	3,098.00
194	GRUMMERT'S HARDWARE - R.F.	4,320.05	45.86
2755	RUYLE MECHANICAL SERVICES INC		1,032.62
4027	WHITESIDE COUNTY RECORDER	740.00	88.25
4207	O'REILLY AUTOMOTIVE INC	4,962.36	71.94
4361	FERGUSON WATERWORKS #2516	75,255.45	688.23
4827	KELLEY WILLIAMSON COMPANY	7,391.66	516.76
5171	FERGUSON ENTERPRISES LLC #3326	11,175.20	252.67
5253	WEX BANK	48,269.24	973.13
55	ARAMARK UNIFORM SERVICES, INC.	4,997.76	75.83
	OPERATION & MAINTENANCE		13,924.23

GARBAGE FUND			
50	GARBAGE		
4631	WHITESIDE COUNTY	147,549.72	600.00
	GARBAGE		600.00

DATE: 11/10/21  
TIME: 09:33:57  
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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/12/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5309	QUADIENT LEASING USA INC	2,879.64	1,439.82
	CUSTOMER SERVICE CENTER		1,439.82
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005545	JEFF MOORE		50.00
	CUSTOMER UTILITY DEPOSITS		50.00
	TOTAL ALL DEPARTMENTS		133,476.35

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 levied for the purposes specified against all taxable property in the City of Rock Falls for the Fiscal Year beginning May 1, 2021 and ending April 30, 2022.

	<u>Appropriated</u>	<u>Other Sources</u>	<u>Levied</u>
<b>Administration:</b>			
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		
<b>Total Administration</b>	<u><u>\$572,291.00</u></u>	<u><u>\$345,671.20</u></u>	<u><u>\$226,619.80</u></u>
<b>City Administrator:</b>			
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		
<b>Total City Administrator</b>	<u><u>\$141,485.00</u></u>	<u><u>\$141,485.00</u></u>	<u><u>\$0.00</u></u>
<b>Planning/Zoning:</b>			
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		
<b>Total Planning/Zoning</b>	<u><u>\$4,483.00</u></u>	<u><u>\$4,483.00</u></u>	<u><u>\$0.00</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		
<b>Total Building Department</b>	<b>\$305,637.00</b>	<b>\$305,637.00</b>	<b>\$0.00</b>

**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		
<b>Total Business Office</b>	<b>260,010.00</b>	<b>\$260,010.00</b>	<b>\$0.00</b>

**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		
<b>Total Police Department</b>	<b><u><u>\$3,565,291.00</u></u></b>	<b><u><u>\$2,848,429.06</u></u></b>	<b><u><u>\$716,861.94</u></u></b>

**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		
<b>Total Code Hearing Department</b>	<b><u><u>26,510.00</u></u></b>	<b><u><u>\$26,510.00</u></u></b>	<b><u><u>\$0.00</u></u></b>

**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		
<b>Total Steet Department</b>	<b>\$2,428,222.00</b>	<b>\$2,428,222.00</b>	<b>\$0.00</b>

**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		
<b>Total Public Property</b>	<b>\$276,705.00</b>	<b>\$276,705.00</b>	<b>\$0.00</b>

**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		
<b>Total Fire Department</b>	<b><u>\$2,303,262.00</u></b>	<b><u>\$1,688,840.74</u></b>	<b><u>\$614,421.26</u></b>
<b>Social Security/Medicare/IMRF:</b>			
Social Security	58,536.00		
Medicare	48,085.00		
IL Municipal Retirement	78,458.00		
Contingency	18,508.00		
<b>TOTAL</b>	<b><u>\$203,587.00</u></b>	<b><u>\$27,599.00</u></b>	<b><u>\$175,988.00</u></b>
<b>Workers Comp/General Liability</b>			
Operating Transfer Out	270,820.00		
<b>TOTAL</b>	<b><u>\$270,820.00</u></b>	<b><u>\$1,515.00</u></b>	<b><u>\$269,305.00</u></b>
<b>Totals</b>	<b>\$10,358,303.00</b>	<b>\$8,355,107.00</b>	<b>\$2,003,196.00</b>

## SECTION II

That the following is a statement in detail of the purposes for which this levy is made where such purposes are not to be included in the General Levy Limits, but are additional hereto pursuant to Statute as indicated.

### Police Pension

There is hereby levied for the purpose of paying the City's share of Police Pension the sum of \$654,876.00 in accordance with Chapter 40 ILCS 5/3-125 of the Illinois Compiled Statutes.

### Fire Pension

There is hereby levied for the purpose of paying the City's share of Firemen's Pension the sum of \$495,163.00 in accordance with Chapter 40 ILCS 5/4-118 of the Illinois Compiled Statutes.

### Illinois Municipal Retirement Fund

There is hereby levied for the purpose of paying the City's share of Illinois Municipal Retirement the sum of \$77,423.00 in accordance with Chapter 40 ILCS 5/7-171 of the Illinois Compiled Statutes.

### Police Protection

There is hereby levied a Police Protection Tax for the sum of \$61,985.94 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-1-3 of the Illinois Compiled Statutes.

### Fire Protection

There is hereby levied a Fire Protection Tax for the sum of \$61,985.94 but not to exceed \$.075 cents per \$100 assessed valuation in accordance with Chapter 65 ILCS 5/11-7-1 of the Illinois Compiled Statutes.

### Annual Audit

There is hereby levied for the purpose of paying the required audit a Municipal Auditing Tax in the amount of \$20,000.00 in accordance with Chapter 65 ILCS 5/8-8-8 of the Illinois Compiled Statutes.

### Lease Purchase

There is hereby levied for the purpose of paying the annual installment on the Fire Apparatus Lease in the amount of \$57,272.32 in accordance with Chapter 65 ILCS 5/11-76.1-2 of the Illinois Compiled Statutes.

### Social Security

There is hereby levied for the purpose of paying City's share of Social Security and Medicare Tax the sum of \$98,565.00 in accordance with Chapter 40 ILCS 5/21-110 of the Illinois Compiled Statutes.

**Tort Fund**

There is hereby levied for the purpose of paying liability and property damage insurance the sum of \$105,029.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

**Worker's Compensation**

There is hereby levied for the purpose of paying Worker's Compensation Insurance the sum of \$164,276.00 in accordance with Chapter 745 ILCS 10/9-107 of the Illinois Compiled Statutes.

**SUMMARY OF TAXES LEVIED**

General Corporate	\$206,619.80
Police Pension	\$654,876.00
Fire Pension	\$495,163.00
Illinois Municipal Retirement Fund	\$77,423.00
Police Protection Tax	\$61,985.94
Fire Protection Tax	\$61,985.94
Fire Prot/Rescue/Emerg	\$57,270.32
Audit	\$20,000.00
Social Security/Medicare	\$98,565.00
Tort Fund	\$105,029.00
Worker's Compensation	\$164,276.00
	<hr/>
	\$2,003,194.00

**SECTION III**

The City Clerk of Rock Falls, Illinois is hereby directed forthwith to file a certified copy of this ordinance with the County Clerk.

**SECTION IV**

This ordinance shall be in full force and effect after its passage and approval and shall be published in pamphlet form according to law.

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

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

Section 3. This ordinance shall be effective upon its adoption, passage and publication in pamphlet form.

Passed this \_\_\_\_\_ day of December, 2021.

\_\_\_\_\_  
Rod Kleckler, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Martinez, City Clerk

Fiscal Year Year Levy	2021 Tax Year 2020-Paid in 2021				FY 2022		% change
	Requested		Certified	Total Extension	Requested		
<b>EAV Value est/actu</b>	<b>\$81,086,195.00</b>				<b>\$82,647,919.00</b>		<b>\$1,561,724.00</b>
Notes	Requested		Certified	Total Extension	Requested		1.93%
Corporate	0.2500	\$202,715.49	0.2500	\$201,092.43	0.2500	\$206,619.80	2.75%
IMRF	0.1138	\$77,423.00	0.0963	\$77,460.80	0.1138	\$77,423.00	-0.05%
Fire Protection	0.0750	\$60,814.65	0.0750	\$60,327.73	0.0750	\$61,985.94	2.75%
Fire Pension	0.6321	\$512,559.00	0.6373	\$512,624.81	0.5991	\$495,163.00	-3.41%
Police Protection	0.0750	\$60,814.65	0.0750	\$60,327.73	0.0750	\$61,985.94	2.75%
Police Pension	0.8158	\$661,484.00	0.8224	\$661,513.64	0.7924	\$654,876.00	-1.00%
Audit	0.0000	\$0.00	0.0000	\$0.00	0.0242	\$20,000.00	
Tort	0.0886	\$71,836.35	0.0894	\$71,910.65	0.1271	\$105,029.00	46.05%
Social Security/Medi	0.1216	\$98,565.00	0.1226	\$98,615.73	0.1193	\$98,565.00	-0.05%
Worker's Comp	0.1386	\$112,359.89	0.1397	\$112,370.45	0.1988	\$164,276.00	46.19%
<b>Subtotal</b>	<b>2.3105</b>	<b>\$1,858,572.03</b>	<b>2.3077</b>	<b>\$1,856,243.97</b>	<b>2.3746</b>	<b>\$1,945,923.68</b>	<b>4.83%</b>
Maximum Extension due to						<b>\$2,946.87</b>	
Bonds and Interest	<b>0.0000</b>	<b>\$0.00</b>	<b>0.0000</b>	<b>\$0.00</b>	<b>0.0000</b>	<b>\$0.00</b>	0.00%
Fire Prot/Rescue/Err	0.0706	\$57,272.32	0.0713	\$57,351.56	0.0693	\$57,272.32	
<b>Total</b>	<b>2.3811</b>	<b>\$1,915,844.35</b>	<b>2.3790</b>	<b>\$1,913,595.53</b>	<b>2.4439</b>	<b>\$2,003,196.00</b>	<b>4.83%</b>
<b>Total Extension</b>		<b>104.83%</b>	<b>Sub-total Δ</b>	<b>2.90%</b>	<b>Rate Change</b>	<b>4.83%</b>	

4.83%  
Per \$1000. of AV  
\$24.24

at last year's rate  
Per \$1000. of AV  
\$23.60

**INCREASE**  
\$26,000 Assessed  
\$ **16.59**  
Based on \$78,000.  
Fair Market Value

\$ -

	Levied	Actuarial
Police Pension	\$654,876.00	\$ 654,876.00
Fire Pension	\$495,163.00	\$ 495,163.00

ORDINANCE NO. 2021-2539

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON  
\$5,300,000 GENERAL OBLIGATION BONDS  
(Alternate Revenue Sources), SERIES 2017  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 4th day of April, 2017, said Ordinance being adopted as Ordinance No. 2017-2301 which did provide for the issue of an amount not to exceed \$5,300,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2021 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2021 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$346,970.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of December, 2021.

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Rod Kleckler, Mayor

Attest:

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Pamela Martinez, City Clerk

ORDINANCE NO. 2021-2540

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON  
\$2,115,000 GENERAL OBLIGATION BONDS  
(Alternate Revenue Sources), SERIES 2016  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 16<sup>th</sup> day of August, 2016, said Ordinance being adopted as Ordinance No. 2016-2278 which did provide for the issue of an amount not to exceed \$2,115,000 General Obligation Alternate Bonds (Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2021 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2021 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$144,600.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of December, 2021.

---

Rod Kleckler, Mayor

Attest:

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Pamela Martinez, City Clerk

ORDINANCE NO. 2021-2541

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON  
\$9,200,000 GENERAL OBLIGATION BONDS  
(Electric System Alternate Revenue Source), SERIES 2018A  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2381 which did provide for the issue of an amount not to exceed \$9,200,000 General Obligation Bonds (Electric System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2021 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2021 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$521,700.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of December, 2021.

---

Rod Kleckler, Mayor

Attest:

---

Pamela Martinez, City Clerk

ORDINANCE NO. 2021-2542

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON  
\$1,200,000 GENERAL OBLIGATION BONDS  
(Waterworks System Alternate Revenue Source), SERIES 2018B  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council (“Council”) of the City of Rock Falls, Whiteside County, Illinois, (“issuer”) by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2379 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Waterworks System Alternate Revenue Source) (the “Bonds”) and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2021 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2021 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$86,625.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of December, 2021.

---

Rod Kleckler, Mayor

Attest:

---

Pamela Martinez, City Clerk

ORDINANCE NO. 2021-2543

AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED  
FOR THE YEAR 2021 TO PAY DEBT SERVICE ON  
\$1,200,000 GENERAL OBLIGATION BONDS  
(Sewerage System Alternate Revenue Source), SERIES 2018C  
OF THE CITY OF ROCK FALLS WHITESIDE COUNTY, ILLINOIS

WHEREAS, the City Council ("Council") of the City of Rock Falls, Whiteside County, Illinois, ("issuer") by Ordinance adopted on the 19th day of June, 2018, said Ordinance being adopted as Ordinance No. 2018-2380 which did provide for the issue of an amount not to exceed \$1,200,000 General Obligation Bonds (Sewerage System Alternate Revenue Source) (the "Bonds") and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, the issuer will have pledge revenues (as defined in the Ordinance) available for the purpose of paying the debt service due on the bonds during the next succeeding bond year; and

WHEREAS, it is necessary and in the best interest of the issuer that the tax heretofore levied for the year 2021 to pay such debt service on the bonds be abated;

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

Section I. Abatement of Tax. The tax hereto levied for the year 2021 in the Ordinance is hereby abated in its entirety, said levy having been determined previously to be in the amount of **\$112,425.00**.

Section II. Filing of Ordinance. Forthwith upon the adoption of this Ordinance, the Municipal Clerk of the City of Rock Falls shall file a certified copy hereof with the County Clerk of Whiteside County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the year 2021 in accordance with the provision hereof.

Section III. Effective Date. This Ordinance shall be in full force and effect forthwith upon its adoption.

This ordinance shall be published in pamphlet form and shall be effective upon adoption and passage.

Passed by the City Council of the City of Rock Falls this \_\_\_\_\_ day of December, 2021.

---

Rod Kleckler, Mayor

Attest:

---

Pamela Martinez, City Clerk

# Gaulrapp Farms

City of Rock Falls

October 26, 2021

Rock Falls, IL 61071

To whom it may concern,

We would like to continue farming the city sewer plant property (Zapp farm) for the 2022 season . I would like to keep the rent at the current \$225.00 per acre.

Thank you,

Mike Gaulrapp

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

10/21/2021

To: City of Rock Falls

From: Hoffman Brothers Partnership

Subject: Intent to renew Cash Farm Lease dated July 14, 2020

Per the lease signed July 14, 2020 we are giving written notice of our intent to renew the lease on 10 acres of farm land east of the City Sewer Plant for the next year (March 1, 2022 to February 2023). If this is acceptable please send us an extension that I can sign.

Regards,

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

Roger Hoffman – Managing partner – Hoffman Brothers Partnership

Agreement Number: 3091  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

**LICENSE AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

A tract of Land designated as part of Tract No. IM-329-1, situated in the County of Whiteside, State of Illinois, being part of the right-of-way land of the Illinois and Mississippi Feeder Canal, located in the southeast quarter (SE 1/4) of section twenty-seven (27), township twenty-one north (21N), range seven east (R7E) of the fourth principal meridian, and more particularly described as follows:

Beginning at a point on the west line of said SE 1/4, said line also being the west line of the Illinois and Mississippi Canal Feeder property, 337 feet south of the northwest corner of said SE1/4; thence easterly parallel with the north line of said 1/4 section line 140 feet; thence southerly parallel with the said west 1/4 section line 40 feet; thence westerly parallel with the said north 1/4 section line 140 feet to the said west 1/4 section line; thence northerly along said 1/4 section line 40 feet to the point of beginning, containing 0.13 acre, more or less.

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

2. TERM: The term of this Agreement shall be for a period of ten years, beginning on the 1<sup>st</sup> day of March, 2022, (“Effective Date”) and ending on the 28<sup>th</sup> day of February, 2032, (“Expiration date”) unless otherwise renewed, terminated or amended as provided for herein.

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

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

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises for operation and maintenance of a storm sewer pipe and outlet structure only, and such use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

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

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

Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

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

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

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

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. MAINTENANCE, ALTERATIONS AND OPERATION

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

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

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

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any

damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

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

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

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

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

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

of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

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

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

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

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

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of

LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

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

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

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

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

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

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

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

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

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

IDNR:	LICENSEE:
Department of Natural Resources	City of Rock Falls
Div. of Concession & Lease Management	Attn: William B. Wescott
One Natural Resources Way	610 West 10 <sup>th</sup> Street
Springfield, IL 62702-1271	Rock Falls, IL 61071
Telephone: 217/782-7940	Telephone: 815/622-1111
Emergency Contact: Tom Vandemore	Emergency Contact:
Location: Sheffield, IL	Location:
Telephone: 815/454-2328	Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

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

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

Agreement Number: 3091  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE:**

**STATE OF ILLINOIS:**

CITY OF ROCK FALLS

DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_

APPROVED: DIRECTOR, IDNR

Title: Director

Date: \_\_\_\_\_

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

BY: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SSN or FEIN No.

Agreement Number: 3091  
Site Name: Hennepin Canal  
Location Code: 50-2761-1

**EXHIBIT A**

**SIGNATURE AUTHORIZATION**

As an official agent of CITY OF ROCK FALLS,

I certify that \_\_\_\_\_ is an authorized representative of  
said

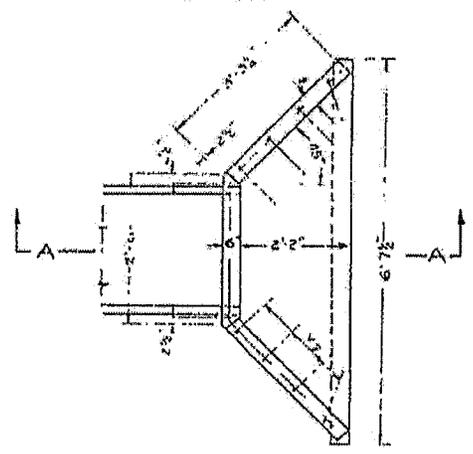
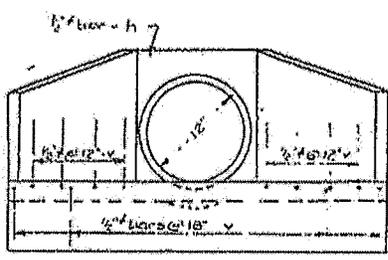
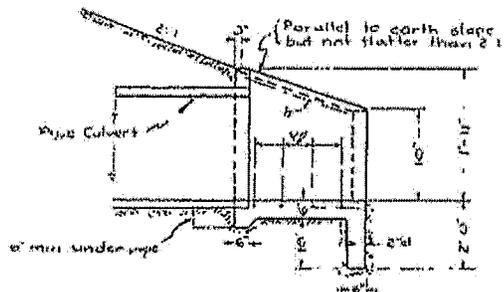
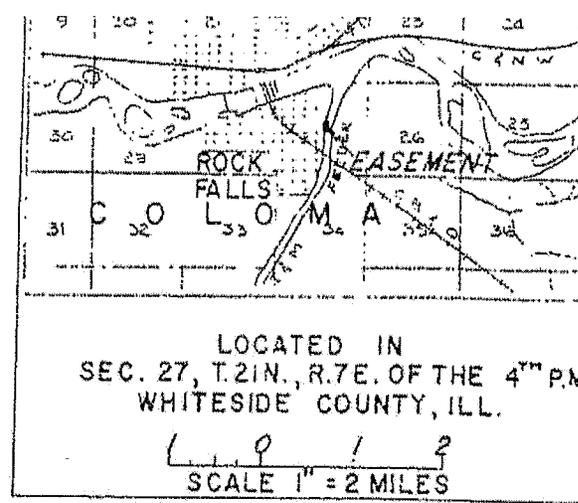
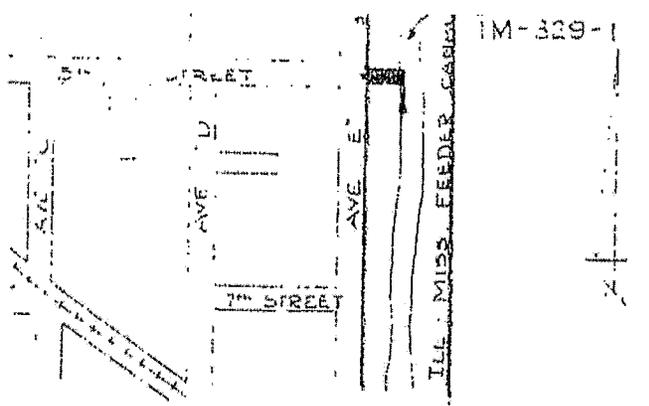
(Name of executive of official who will sign the Agreement)

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Reinforced Concrete Headwall  
for  
12" Diam  
Storm Sewer Outlet

ILLINOIS & MISSISSIPPI  
CANAL - FEEDER  
ROCK FALLS, ILLINOIS

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Exhibit C

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

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

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

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

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

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

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

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

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

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

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

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

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

AGENCY

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

PRINTED NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

Resolution for \$180,000.					
<b>FY 22 Expenditures</b>	<b>Tons/Gallons</b>	<b>Unit Price</b>	<b>Total FY 22</b>	<b>Actual contract cost</b>	
Road Salt	1,800.00	\$ 65.00	\$ 117,000.00	\$ 141,120.00	\$24,120 Difference
Bituminous (Cold Patch)	200.00	\$ 90.00	\$ 18,000.00	Salt is \$78.40 per ton	
Aggregate Surface	140.00	\$ 6.75	\$ 945.00		
Emulsion Chip	275.00	\$ 15.00	\$ 4,125.00		
Emulsion Oil - Distributor 1	15,000.00	\$ 2.34	\$ 35,100.00		
			\$ 175,170.00		

2		INVERSHOW, IL 61007								
3	Erie, Village of	PO Box 37	400 7th Ave.		25	\$92.81	Compass	P-30920	437	JP
4	Fulton, City of	415 11th avenue Fulton IL 61252	1404 16th avenue		720	\$78.21	Compass	P-30920	438	d
5	Hopkins Township Road District	PO BOX 16 Galt IL 61037	24719 Emerson Road		400	\$93.40	Compass	P-30920	439	sl
7	Morrison, City of	200 W. Main St, Morrison, IL 61270	14601 Norrish Rd.		500	\$93.40	Compass	P-30920	440	rr
8	Rock Falls, City of	603 West 10th Street, Rock Falls, IL 61071	905 East 11th Street		1800	\$78.40	Compass	P-30920	441	Is
9	STATE, IDOT - LYNDON (TS# 244B )	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	15023 MOLINE ROAD, LYNDON 61261		1200	\$78.40	Compass	P-30920	442	Lt
9	STATE, IDOT - LYNDON TARPED (BIN) (TS# 244T)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	15023 MOLINE ROAD, LYNDON 61261		25	\$93.40	Compass	P-30920	443	Lt
1	STATE, IDOT - MORRISON (TS# 244A )	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	13590 GARDEN PLAIN ROAD, MORRISON 61270		2600	\$73.40	Compass	P-30920	444	Lt
2	STATE, IDOT - ROCK FALLS (TS# 244)	IL Department of Transportation District 2 819 Depot Ave. Dixon, IL 61021	1004 EAST ROUTE 30, ROCK FALLS 61071		4000	\$61.40	Compass	P-30920	445	Lt
3	Sterling Community Unit School Dist. #5	410 E. LeFevre Road, Sterling, IL 61081-1391	410 East LeFevre Road		75	\$93.40	Compass	P-30920	446	b
4	Sterling, City of	212 3rd Ave, Sterling, 61081	1605 Avenue L		1440	\$78.40	Compass	P-30920	447	b

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY22  
22-416CMS-BOSS4-P-30920

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**VENDOR**

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 <sup>th</sup> St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

**STATE OF ILLINOIS**

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signat: 	Date: 10/22/21
Printed Name: Janell L. Forde, Director	
Official's Title: by Krysti Rinaldi, Agency Purchasing Officer	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source:
- Obligation #:
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

**Note:** Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

#### 1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where:           A = Adjustment factor  
                      B = Net weight shown on the delivery ticket from IWC1  
                      C = Net weight on the vehicle determined from  
                              independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 **Deductions:** The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

**Moisture Content:** Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

<b>Moisture Content (%)</b>	<b>Deduction in Price (Per Truckload)</b>
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

**Sodium Chloride (NACL) Content:** The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

#### 1.2.4 **Ordering**

1.2.4.1 **Order Placement:** Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31<sup>st</sup> of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30<sup>th</sup> of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ \_\_\_\_\_/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

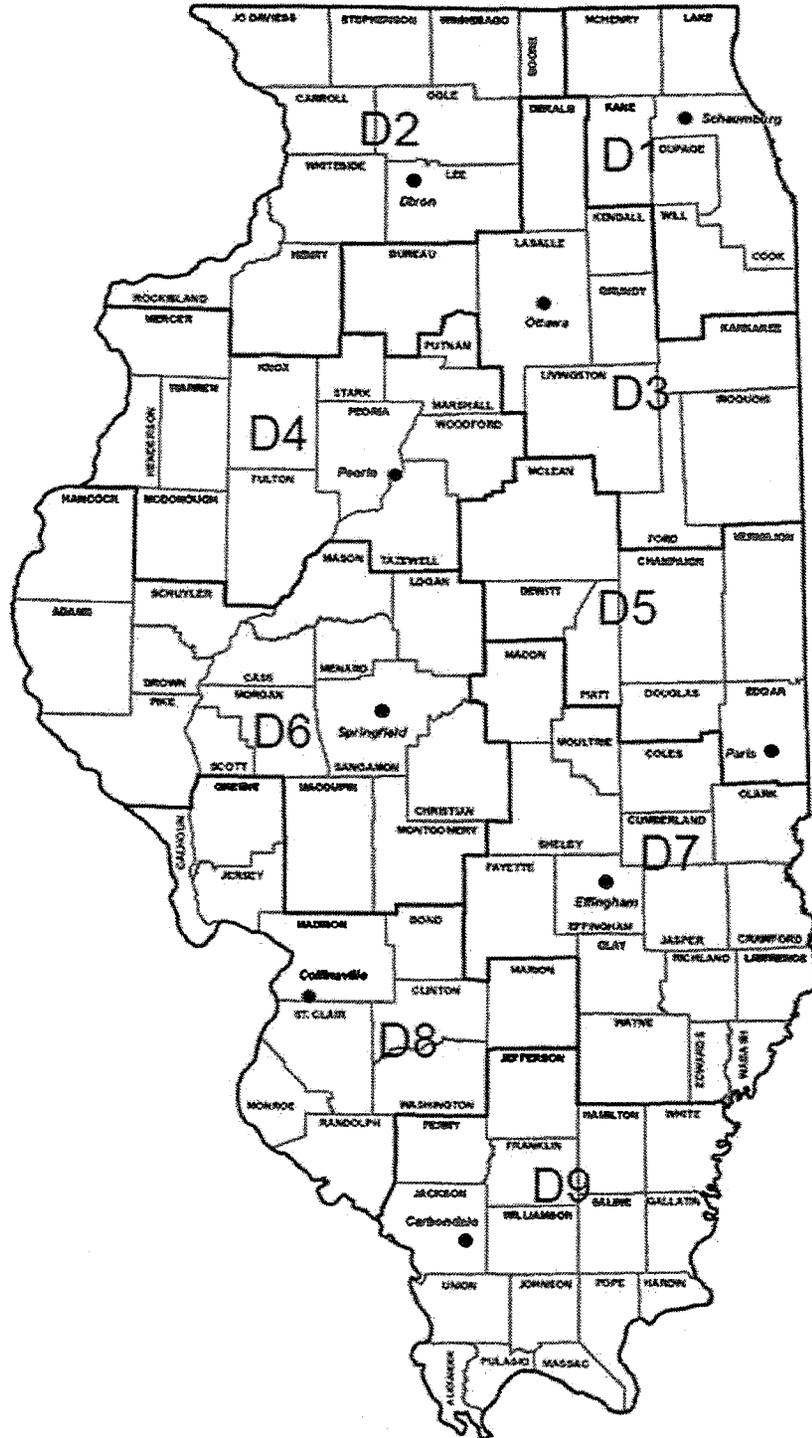
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

1.2.6. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

**1.3. MILESTONES AND DELIVERABLES:**

1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:  
[CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

**1.4. VENDOR / STAFF SPECIFICATIONS:**

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

**1.4.2.2 STOCKPILE AVAILABILITY:** Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1<sup>st</sup>.
- b. 50% at all other Downstate Stockpile locations by December 1<sup>st</sup> and 100% by January 1<sup>st</sup>.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

**1.4.2.3 STOCKPILE INSPECTIONS:** The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

**1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures:** Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

**1.5. TRANSPORTATION AND DELIVERY:**

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

## 1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

## 1.7. SUCCESSOR VENDOR

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

## **2. PRICING**

### **2.1 FORMAT OF PRICING:**

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL: N/A**

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### **4. STANDARD BUSINESS TERMS AND CONDITIONS**

##### **4.1 PAYMENT TERMS AND CONDITIONS:**

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the 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 the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30<sup>th</sup> of every year. The report shall be attached and sent to the following email address: [CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

**5. STATE SUPPLEMENTAL PROVISIONS**

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.

5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

**COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.**

Illinois State Bid Subcontractors Totals for Handling and Hauling

Solicitation

21-416CMS-BOSS4-B-24795

CMP - Form 1.6.2

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	
<b>Chicago, IL</b>				
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617	B
5 Star Hauling		\$800,000	14210 Kenton Ave, Crestwood, IL 60418	B
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071	B
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014	A
Truck King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago, IL 60632	B
<b>Keokuk, IA</b>				
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632	A
97 Grain and Trucking- dba Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455	B
<b>Commanche, IA</b>				
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730	A
ADM- Transport		\$370,000	4666 Faries Parkway Decatur, IL 62526	A
<b>Louisiana, MO</b>				
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353	B
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456	B
<b>Metropolis, IL</b>				
Kotter Ready Mix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960	B
Kotter Ready Mix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960	B
<b>Milwaukee, WI</b>				
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083	B
Portland		\$104,000	98 E Shore Drive, Random Lake, WI 53075	A
PJ's Trucking		\$104,000	W12559861 N Cape Road, Muskego, WI 53150	B
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140	B
<b>Mt. Vernon, IN</b>				
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	B
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620	B
<b>St. Louis, MO (Beelman)</b>				
Beelman Terminal	\$472,000		210 Bremen Ave., Venice, IL 62090	B
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205	B
<b>St. Louis, MO (Oakley)</b>				
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353	B
George Potterfield Trucking		\$13,698	207 County Line Road, Monroe City, MO 63456	B
<b>Dubuque, Ia</b>				
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K
All Seasons Trucking		\$35,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K
<b>Rock Island, IL</b>				
Alter- Rock Island River Terminal	\$291,000		7th Ave Mill Street Rock Island, IL 61201	Subcontractor will submit Forms post bid
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804	Subcontractor will submit Forms post bid
<b>Henry - Middle River Marine</b>				
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537	A
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537	A
<b>Lemont - Middle River Marine</b>				
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439	A
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439	A
<b>Ottawa - Ottawa Barge Terminal</b>				
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350	A
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	A

\*All \$'s are subject to change based on contract award



CITY OF ROCK FALLS  
REQUEST FOR PROPOSAL  
FOR  
PROFESSIONAL AUDITING SERVICES

November 2021

Michelle Conklin  
Business Office Superintendent  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071  
(815) 622-1104

## REQUEST FOR PROPOSALS

The City of Rock Falls will receive sealed proposals from qualified firms of certified public accountants to audit its financial statement for the fiscal years ending April 30, 2022 and each of the subsequent years in accordance with this request for proposal.

Proposals will be accepted by the City of Rock Falls until 10:00 AM on Wednesday, December 15, 2021 at which time all proposals will be opened and publicly acknowledged. All proposals must be received prior to the date and time shown above. Proposals transmitted by facsimile or email will not be accepted.

Proposals must be submitted in a sealed envelope marked in the lower left hand corner: "AUDIT SERVICES PROPOSAL"

Address proposals to:

Michelle Conklin  
Business Office Superintendent  
City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

For the City of Rock Falls:

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Michelle Conklin, Business Office Superintendent

# Table of Contents

I.	Introduction.....	4
A.	General Information.....	4
II.	PROPOSAL REQUIREMENTS .....	4
A.	General Requirements.....	4
1.	Submission of Notification of Interest.....	4
2.	Pre-proposal Conference .....	4
3.	Inquiries.....	4
4.	Submission of Proposals.....	4
5.	Auditor Qualifications and Evaluation Criteria.....	5
6.	Firm Qualification, Experience & References .....	6
III.	EVALUATION.....	7
B.	Term of Engagement.....	7
C.	Subcontracting.....	8
IV.	NATURE OF SERVICES REQUIRED .....	8
A.	General .....	8
B.	Scope of Work to be Performed.....	8
C.	Reports to be Issued .....	9
D.	Working Paper Retention and Access to Working Papers.....	9
V.	DESCRIPTION OF GOVERNMENT .....	9
A.	Contact Information .....	9
B.	Background Information .....	9
C.	Fund Structure .....	10
D.	Basis of Budgeting .....	10
E.	Computer Software .....	10
F.	Pension Funds .....	10
VI.	TIME REQUIREMENTS.....	11
VII.	ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION .....	11
VIII.	FEE PROPOSAL .....	11

CITY OF ROCK FALLS  
REQUEST FOR PROPOSALS

I. Introduction

A. General Information

The City of Rock Falls is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending April 30, 2022, with the option of auditing its financial statements for each of the 2 subsequent years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set for financial audits in the U.S. Government Accountability Office's (GAO) *Government Auditing Standards* (1994), the provision of the federal Single Audit Act of 1984 (as amended in 2011) and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

II. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Notification of Interest

Firms interested in submitting a proposal must attend the pre-proposal conference on December 1, 2021 and send an email notification of their intent to Michelle Conklin, Business Office Superintendent at [mconklin@rockfalls61071.com](mailto:mconklin@rockfalls61071.com) by November 24, 2021.

2. Pre-proposal Conference

A conference for firms interested in submitting proposals will be held at 10:00 a.m. on December 1, 2021 at the City of Rock Falls, City Hall located at 603 West 10<sup>th</sup> Street, Rock Falls.

Both verbal and written questions will be accepted during the conference. Questions received at the pre-proposal conference and those received in writing by the deadline will be distributed to all firms that attended the pre-proposal conference.

3. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposal must be made to:

Michelle Conklin, Business Office Superintendent  
[mconklin@rockfalls61071.com](mailto:mconklin@rockfalls61071.com)  
(815) 622-1104

4. Submission of Proposals

There is no expressed or implied obligation for the City of Rock Falls to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, six (6) printed copies of a proposal must be received by Michelle Conklin, Business Office Superintendent, by 10:00 a.m. on December 15, 2021. The City of Rock Falls reserves the right to reject any or all proposals submitted.

All proposals shall be submitted in a sealed envelope to the City of Rock Falls Business Office, 603 West 10<sup>th</sup> Street, Rock Falls, IL 61071, by the specified closing time for receipt of the proposals. The sealed envelope shall carry the following information on the face: firm name and address, and **AUDIT RFP RESPONSE** on the bottom left corner.

Where proposals are sent by mail or courier service, the submitter shall be responsible for their delivery to the Business Office prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for opening, proposals will not be considered and will be returned unopened.

Proposals transmitted by facsimile or email will not be considered.

#### 5. Auditor Qualifications and Evaluation Criteria

All submitters must be qualified consultants and demonstrate the capability to provide services required in accordance with the specifications. Proposals shall be evaluated using three sets of criteria identified below. Firms meeting the mandatory criteria will have their proposals evaluated for both technical qualification and price. The following represent the principal selection criteria that will be considered during the evaluation process (not listed in order of priority):

##### *A. Mandatory Elements*

- The audit firm is an independent firm
- Licensed to practice in Illinois
- Proposed fees for audit services
- Experience of the firm with Municipal audit services with a strong emphasis on utilities.
- Experience of the partner (s) and senior team members proposed
- Professional personnel have received adequate continuing professional education within the preceding three (3) years pertinent to the audit of governmental agencies
- Commitment to audit team continuity
- Date of last peer or quality review. State whether or not it was an unmodified report;
- Can document quality audit work
- Compliance with specifications

##### *B. Technical Qualifications*

- Expertise and experience
- Past experience and performance on comparable government engagements
- Professional Personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
- Single audit experience

- Government Finance Officers Association (“GFOA”) Certificate of Achievement for Excellence in Financial Reporting experience

C. *Audit Approach*

- Adequacy of proposed staffing plan for various segments of the engagement
- Adequacy of sampling techniques
- Adequacy of analytical procedures

6. Firm Qualification, Experience & References

Please provide references of at least 5 current clients similar in scope to the City of Rock Falls and/or other governmental references for your firm.

Additionally, the proposal shall identify the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.

The proposal should identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of audit work or of pricing of auditing services rendered.

A. *Partner, Supervisory and Staff Qualifications and Experience*

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Illinois. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of this audit.

Additionally, the firm should provide resumes of key professional personnel [including the individual(s) who will assume the day-to-day responsibilities of managing and supporting this audit service] assigned to this specific engagement, indicating their experience with similar engagements. In addition, any relevant continuing education programs should be listed. Substitutions for the above listed individuals after an agreement has been signed will be allowed only when the substitutes have substantially the same qualifications, or better, than the person they

replace. No substitutions shall be accepted unless the affected City of Rock Falls grants prior written approval.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Municipality. However, in either case, the City of Rock Falls retains the right to approve or reject replacements.

The Partner and Manager (or “Lead”) mentioned in response to this request for proposals can only be changed with the express prior written permission of the City of Rock Falls, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the offeror provided that replacements have substantially the same or better qualifications or experience.

### III. EVALUATION

Proposals submitted will be evaluated by the Finance Committee consisting of:

Gabriella McKanna, Chairman  
Bill Wangelin, Alderman  
Marshall Doane, Alderman  
Jessica Devers, Alderman

The City of Rock Falls reserves the right to receive input on the proposals from the City Administrator and Mayor.

During the evaluation process, the Finance Committee reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Finance Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Rock Falls reserves the right to retain all proposals submitted. Submission of the proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Rock Falls and the firm selected.

It is anticipated the selection of a firm by the City Council will be completed by January 4, 2022. Following the notification of the selected firm, it is expected a contract will be executed between both parties by February 1, 2022.

#### B. Term of Engagement

A three (3) year contract is contemplated, subject to the satisfactory negotiation of terms including a price acceptable to both the City of Rock Falls and the selected firm.

### C. Subcontracting

No subcontracting will be permitted.

## IV. NATURE OF SERVICES REQUIRED

### A. General

The City of Rock Falls is soliciting the services of qualified firms of certified public accountants to audit financial statements for the fiscal year ending April 30, 2022 and each of the two (2) subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

### B. Scope of Work to be Performed

The City of Rock Falls desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is responsible for the compilation of the Illinois Comptroller's Annual Financial Report (CAFR) for the City. The auditor shall prepare, edit and produce all sections of the CAFR of the City based on financial and other information provided by the City of Rock Falls.

The City of Rock Falls has not met the threshold for a single audit for the last few years however, it is likely to meet this threshold in the near future. The City may be required to have an audit performed in accordance with OMB Circular A-133 (Single Audit Act). If such audit is required, the auditing firm will be required to prepare a report in accordance with this Act and electronically submit the certified Data Collection Form. This item will be priced separately in the proposal.

In addition, the auditing firm will be required to prepare a report on compliance with State of Illinois Public Act 85-1142, An Act in Relation to Tax Increment Financing, including the City's compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Act, for the Downtown Tax Increment Financing District.

Auditing firms are being asked to submit maximum (not to exceed) all-inclusive fees for this work, with the exception of the single audit. Additional work performed by the auditing firm as a result of the normal course of the audit is expected to be part of the all-inclusive fee. Underestimation of the complexity of the audit or the time required to fulfill the requirement of the audit engagement shall not result in additional audit fees.

The auditor shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware and present such report to the City Administrator and Finance Committee Chairman.

### C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports:

- Fifteen (15) bound copies and one (1) unbound copy of the Basic Financial Statements and Supplementary Information.
- Fifteen (15) copies of any single audit.
- Two (2) copies of the Illinois Comptroller's Annual Financial Report for the City of Rock Falls.
- Twelve (12) copies of the letter to management containing appropriate suggestions for improvement of accounting procedures and internal controls for the City's consideration. This letter should contain comments and recommendations for controlling any internal weaknesses discovered.
- Five (5) copies of the Tax Increment Finance Compliance Letter for the TIF District within the City of Rock Falls.
- One (1) PDF copy of all of the above reports.

### D. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Rock Falls of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City of Rock Falls or their designees or successor auditors to review working papers relating to matters of continuing accounting significance.

## V. DESCRIPTION OF GOVERNMENT

### A. Contact Information

The auditor's principal contact with the City of Rock Falls will be Michelle Conklin, Business Office Superintendent at (815) 622-1104, or at [mconklin@rockfalls61071.com](mailto:mconklin@rockfalls61071.com) or a designated representative, who will coordinate the assistance to be provided by the City of Rock Falls to the auditor.

### B. Background Information

The City was incorporated in 1867 and is located in southeastern Whiteside County and covers an area of approximately 3.4 miles. The 2020 Census reported a population of 8,789. Bordering the City to the north is the Rock River and the City of Sterling; to the south is the Whiteside County Airport and direct access to Interstate 88; to the east is the City of Dixon; and to the west is the City of Morrison.

The City operates under a Mayor-Aldermanic form of government. The Mayor, City Clerk and City Treasurer are elected at large to serve a four (4) year term. The Council consists of eight (8) aldermen elected from the representative districts and serve staggered four (4) year terms.

The City has 80 full-time employees and 7 on a part-time basis. Police protection is provided by the Rock Falls Police Department, which consists of 21 sworn officers and operates out of one central police station. The Fire Department consists of 14 sworn personnel and 7 paid on call personnel and provides fire protection to the City's residents. The Fire Department operates out of one central fire station. The City also provides municipal services for maintenance of the public roadways, electric utility, water and sewer services, inspection of new and existing construction, planning and zoning and general administration.

The City's FY 2022 Appropriation Ordinance was adopted by the City Council and totaled \$33,559,054.

### C. Fund Structure

The City of Rock Falls accounts are organized on the basis of funds and account groups in accordance with generally accepted governmental standards. The day-to-day transactions are conducted with the aid of software by Harris (Municipal Software Inc.).

The City of Rock Falls uses the following fund types and account groups in its financial reporting:

Fund Type	Number of Funds
General	1
Special Revenue	12
Debt Service	1
Capital Projects	1
Proprietary	5
Internal Service	2
Pension Trust	2

### D. Basis of Budgeting

The City of Rock Falls prepares its budgets on a basis consistent with generally accepted accounting principles.

### E. Computer Software

The City of Rock Falls is using Municipal Software Inc./Harris software product for maintaining and processing financial data. Utility accounting is performed and maintained on Casselle Clarity.

### F. Pension Funds

The City of Rock Falls participates in the following pension plans:

- Illinois Municipal Retirement Fund
- Police Pension Fund
- Fire Pension Fund

The day-to-day accounting for the pension funds is administered through the Police and Fire Pensions. The Police and Fire Pension funds also complete and submit the annual IDOI report.

Actuarial services for the Police and Fire Pension plans are provided by MWM Consulting Group, Inc.

## VI. TIME REQUIREMENTS

The City of Rock Falls will make all records and management personnel available to meet with the consultant's personnel any time after the award of the proposal.

Preliminary work completion - June 30

Fieldwork and draft of audit completed – August 31

Final printed and bound reports submitted to City - September 30

## VII. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

The Business Office staff and other management personnel will be available during the audit to assist the firm by providing information, documentation, reports, working papers, schedules and explanations, etc. Working space equipped with wi-fi connection will be made available to the auditors.

## VIII. FEE PROPOSAL

Total all-inclusive maximum price: The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals on an annual "not to exceed" basis for the fiscal years ending April 30 of 2022, 2023 and 2024. The total all-inclusive maximum price proposed is to contain all direct and indirect costs including out-of-pocket expenses of the auditor. Please provide an audit fee for the years outlined on the included pricing sheet.



City of Rock Falls  
603 West 10<sup>th</sup> Street  
Rock Falls, IL 61071

**REQUEST FOR PROPOSALS INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**PROFESSIONAL AUDITING SERVICES per the specifications identified herein**

**City of Rock Falls – PRICING SHEET**

<b>Fiscal Year Ending</b>	<b>4.30.2022</b>	<b>4.30.2023</b>	<b>4.30.2024</b>
<b>City Audit Services</b>	\$	\$	\$
<b>Single Audit (if required)</b>	\$	\$	\$

## Time Table for RFP on Professional Auditing Services

November 4, 2021	Approval from Finance Committee to request proposals for Professional Auditing Services
November 16, 2021	Approval from City Council to send Request for proposals for Professional Auditing Services to auditing firms
November 17, 2021	RFP to Auditing firms
November 24, 2021	Intent to attend pre-proposal conference to Business Office Superintendent
December 1, 2021	Pre-Proposal Conference at 10:00 a.m.
December 15, 2021	RFP due to City of Rock Falls Business Office by 10:00 a.m.
December 16, 2021	RFP presented to Finance Committee for approval
January 4, 2022	RFP presented to City Council for approval